



# **CONDITIONS OF EMPLOYMENT FOR CLASSIFIED EMPLOYEES**

November 2017

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**EQUAL OPPORTUNITY EMPLOYER – NONDISCRIMINATORY PRACTICES**  
(Including Sexual Harassment)

It will be the policy of the Board of Education to prohibit any discriminatory personnel practices based on race, color, sex, religion, national origin, ancestry, creed, age, marital status, sexual orientation, genetic information, or disability. The District is an equal opportunity employer. Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination. Current District policies concerning nondiscrimination include:

<u>Policy File Code</u>	<u>Policy Name</u>
<a href="#">AC</a>	Nondiscrimination/Equal Opportunity
<a href="#">ACA</a>	Nondiscrimination on the Basis of Sex (Title IX) and Grievance Procedure
<a href="#">ACE</a>	Nondiscrimination on the Basis of Handicap (Compliance with Section 504) and Compliance Officer
<a href="#">GBA</a>	Equal Opportunity Employer
<a href="#">GBAA</a> & <a href="#">GBAA-R</a>	Sexual Harassment and Grievance Procedure
<a href="#">JB</a>	Equal Opportunity Opportunities

**ARTICLE I: POLICY PHILOSOPHY**

Recognizing that providing a high quality education for the children of District Re-2 is the paramount aim of this School District and that good morale in the staff is necessary for the best education of the children.

It is hereby declared that: The Board of Education; hereinafter referred to as the Board, and Woodland Park School District Re-2; hereinafter referred to as District, under law, has the final responsibility of establishing policies for the District. No policy calling for joint or mutual agreement by or with the Woodland Park Education Association; hereinafter referred as the Organization, will divest the Board of its final decision making authority.

The Superintendent and staff have the responsibility of carrying out the policies as established.

**ARTICLE II: POLICY CHANGE CONSIDERATIONS/MEET AND CONFER**

**Section 1: Meetings**

Both parties agree to meet for the purpose of reaching agreement on issues brought by either party prior to any changes being made to the Conditions of Employment for Classified Employees. The first and subsequent meetings will be scheduled by the 2+2+3+1 Committee.

## **Section 2: Process**

This process applies only to how the provisions of the Conditions of Employment for Classified Employees are changed.

- A. Each party will be responsible for the selection of the representatives for their constituents. These representatives will make up the Large Circle.
  - 1. All representatives of the Large Circle will be trained in the agreed-upon consensus model.
  - 2. Large Circle Membership will include but not exceed the following: 1 WPEA representative from each elementary (3), 2 WPEA representative from each middle and high school, the WPEA President, 3 WPEA and/or CCSEA classified representatives, 2 Board of Education members, 2 building level administrators, and 3 district administrators.
  
- B. Each party will determine the issues from their constituency and said issues will be presented at the first meeting of the parties of the 2+2+3+1 Committee. Issues will be presented one at a time in an alternating fashion by parties. No further issues will come to the table after the conclusion of the 2+2+3+1 Committee unless mutually agreed upon by all parties.
  - 1. 2+2+3+1 Membership will include 2 Board of Education members, 2 district administrators, 3 WPEA representatives, 1 classified representative.
  - 2. Each party will make every effort to focus, scrutinize and streamline the issues.
  - 3. The Circle will confirm during the first meeting that Meet & Confer is the right forum for each issue.
  
- C. Issues will then be discussed, clarified and rationale will be formulated by the Large Circle. Issues will then be categorized into appropriate subcommittees.
  
- D. Subcommittees will be established maintaining equal representation of the parties. The subcommittees will have the authority to share and/or exchange issues with other subcommittees, determine what information is needed, prioritize issues and make recommendations to the Large Circle which issues should be eliminated, agreed to or continued to be discussed. If a spin-off issue arises in a subcommittee, said issue will be returned to the Large Circle for direction on the status of this issue.
  
- E. The Large Circle of representatives will meet periodically throughout this process in order that the subcommittees may report on progress and check for further direction.
  
- F. All issues will be brought to the Large Circle for final consensus.
  
- G. Following consensus, on all issues, said agreements will be presented to the Board and the Organization for a vote on the total package of agreements. If either of the parties

fails to ratify the agreements in total, all issues will be returned to the Large Circle for further discussion.

- H. Following ratification by both parties, unless otherwise provided, this agreement will be in effect November 1 through October 31 in the year to which it is applicable.
- I. The Large Circle, as well as the subcommittees, will operate by the agreed upon consensus model.
- J. Parties may solicit feedback and input from their respective constituencies throughout this process on issues agreed upon through the Large Circle.

### **Section 3: Time**

Large Circle members should plan for the commitment of sufficient time for Large Circle meetings as well as additional time for subcommittee work. This time will be structured as follows:

- A. The meetings of the Large Circle will be scheduled at the first meeting of the 2+2+3+1 Committee as well as determining the need for additional training in the consensus process.
- B. The Large Circle may adjust or reschedule meetings as needed.
- C. The last meeting of the Large Circle will be for the purpose of reaching consensus on all issues.
- D. Subcommittees will schedule their meeting times, locations and agendas through consensus.

### **Section 4: Communication**

- A. At the beginning of each session, Large Circle members will be given the opportunity to bring up any concerns that need to be addressed. All members will maintain a professional demeanor, and adhere to the established norms with the acceptance of individual integrity and no fear of reprisal. At the conclusion of each meeting, a summary will be given with opportunities for all members to share any feelings regarding issues from that day.
- B. As means of communication between the Board and the Organization, a representative of the Organization will be appointed as an ex officio, non-voting member of the Board, but will be excluded from executive sessions.

### **Section 5: Facilitation**

- A. Outside consultants will be arranged for and coordinated by the Superintendent and the Organization President. The consultant will facilitate the first and the last Large Circle meetings unless, through agreement, it is decided this consultant is not required.

- B. In the absence of an outside consultant, facilitation will rotate among Large Circle members.

### **Section 6: General Provisions**

- A. The District will make every effort to provide for the members of the Large Circle all pertinent public records, data and other information for developing intelligent, feasible and constructive proposals. During the meetings referred to in this Article, the members may present relevant data, exchange points of view and make proposals and counter-proposals.
- B. In the event meetings are agreed to take place during regular school hours, the representatives will be released from their duties without loss of pay in order to fulfill their obligations, including doing research. Meetings will not take place during weekends, vacation or holidays unless mutually agreed upon.
- C. Within sixty (60) days of final approval by the Board and the Organization of any changes in Conditions of Employment for Certified Employees, the District will post the document on the District website and make hard copies available by request.
- D. If there is a **clear conflict** between any provision in this Article, with any other Article or policy of the District, this Article and the Conditions of Employment for Certified Employees will prevail.
- E. If desired either by the Board or the Organization, two Board members will be appointed to meet with representatives of the Organization for informal discussions.
- F. The Superintendent and the President of the Organization will schedule periodic meetings for the purpose of further facilitating good communication and the discussion of current issues.
- G. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application will not be deemed valid, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. Furthermore, the Board and the Organization agree to immediately enter into discussions in order to alter said section(s) according to the intent of the parties.
- H. Either party to this Agreement may submit a request to the other to open discussions for the purpose of modifying the Conditions of Employment for Certified Employees. If it is determined, by mutual consent, that it is in the best interest of the parties to address one or more issues immediately, said items will be opened for discussion.

### **Section 7: Association Rights**

- A. The Association will have the right to post notices of its activities and matters of association concern on bulletin boards and contact employees via District e-mail.

### **Section 8: Use of School Buildings and Equipment**

- A. The Association will have the right to use school buildings (in accordance with District policy) and equipment for the legitimate business of the Association. Use of equipment is subject to approval of the building principal. Request must be made in advance.
- B. The actual cost of use will be paid to the District annually to cover cost of the use of the above mentioned equipment.

### **Section 9: Association Business**

- A. Duly authorized representatives of the Association and their respective affiliates will have the right to transact official Association business on school property at all reasonable times, provided that this will not interfere with or interrupt normal school operations.
- B. No views on matters relating to supervisor-employee or Board-Association relationships will be discussed in the presence of students or posted in areas normally accessible to students.

## **ARTICLE III: RECOGNITION**

It is recognized that the success of the educational program conducted in the public schools of the District depends upon the willing services of well qualified employees who are reasonably well satisfied with the conditions under which their services are rendered.

The Board will recognize for the purpose of this policy, the organization with the largest number of classified staff employed by the District.

## **ARTICLE IV: EMPLOYEE RESPONSIBILITIES, RIGHTS AND WELFARE**

### **Section 1: Shared-Decision Making**

The District has as its highest priority the best instructional program possible for its students. This priority is expressed in the Mission Statement as developed by a broad base of people represented by parents, community members, students, Certified and Classified staff members, as well as the Board.

It is a further belief that an excellent instructional program is developed and delivered by a professional staff and administration that is dedicated and well trained. One aspect of an excellent instructional program is the recognition that those people directly involved in the instruction of students need the responsibility as well as the accountability to make the decisions that affect instruction as close to the instructional program as possible. Therefore, the Board supports the development of a shared-decision model in the District.

The terminology of a shared-decision model contains two components. Site based decisions refer to the concept that decisions are best made at the level closest to the people affected by those decisions. Shared-decision refers to a participatory method of decision-making. Shared-decision making is a broader concept that includes the concept of site-based



decision-making. A shared-decision model has various components. Some of the components include: parameters of decisions, levels of decisions, design of a variety of shared-decision models, communication and accountability systems, etcetera.

The model of consensus building is recognized and endorsed as a process to be used in shared-decision making. It is also recognized that consensus building is only one of many possible tools as decisions are made in a collaborative effort. A basic tenet of consensus building is the belief that shared-decision making is a way to make decisions in an environment of respect for each individual and each group. Problems are handled not as sides but as issues to be solved in a creative way.

At this time it is not possible to identify all the parameters of shared-decision. As we move toward development of the concept, there will be discussions and reassignment of responsibilities that will need to take place as new issues are identified. This open-endedness is recognized and accepted as we move to a new way of making decisions in the future.

The Board recognizes that all the development of a shared-decision model is an evolutionary process. All of the complexities of development of a shared-decision model in the District are unknown at this time. As issues come up they will be discussed and resolved.

The District believes there are various levels of decisions to be made in a complex organization such as a school system. The various levels at which decisions are made include:

A. Board Level Decisions

The Board has determined to use a Policy Governance model and as such sets the ends policies and charges the Superintendent to carry out those policies. Ends Policies define the goals and measured outcomes for the District including staff and students.

B. District Level Decisions

The Board directs the Superintendent of Schools to carry out the Ends Policy.

C. Building Level Decisions

Decisions that reflect instructional programs are often best made at the level closest to the students. The staff and administration of each school building need to develop a system of shared-decision making. Each building is responsible for determining building goals, budget development reflecting those goals, curriculum delivery systems, instructional practices, hiring, and day-to-day operations. In order to insure that shared-decision making is working at the optimum level within the building, each building will be required to have an annual evaluation of the process in place for their shared-decision making model.

D. Building/District Decisions

1. The District will be responsible for staff development programs to meet District goals. The District will coordinate staff development when programs will assist more than one building. Staff development programs are to be developed by the buildings

independently to meet building goals. Each building is responsible for funding its own staff development programs to meet its goals.

2. All buildings participate in state and local assessments. Buildings have the autonomy to implement their own formative or common assessments.
3. Decisions that are made in one building that can potentially affect the programs or instructional delivery systems of curriculum in other buildings need to be referred to a standing broad based committee that reflects the views of other buildings as well as views of the District.

### **Section 2: Recruiting/Hiring**

- A. The District will establish and budget for classified positions on the basis of need and the financial resources of the District.
- B. The recruitment and selection of candidates for these positions will be the responsibility of the Superintendent or designee who will confer with principals and other supervisory personnel in making selections.
- C. When a vacancy occurs or a new permanent position is created the District will post a notice of such vacancy/position in each building for a minimum of three working days for current contracted employees. At the discretion of the administrator, the position may then be opened for out-of-district candidates. After the close of the school year, internal positions that become available will be posted through District e-mail.
- D. All District employees desiring to transfer or promote to a new position will inform the personnel department. Where qualifications are substantially equal, current District employees will be considered before applicants from outside the District. Current District employees who have applied for transfer will be advised of the disposition of their request.

### **Section 3: Job Descriptions**

The District will draft and/or review and update job descriptions for all classified employees with input from employees in each of the classifications. Employees will be evaluated on the basis of the work to be performed in their job description.

### **Section 4: Evaluations**

The development of a strong, competent classified staff is essential to the smooth function of a school system. The Board expects all employees to make continuous efforts to improve their work and expects the supervisors/building administrators to assist them through supervision and the evaluation process.

The District has developed classified evaluation instruments and implemented an evaluation policy.

### **Section 5: Probationary Trial Period**

- A. A new classified employee will serve a probationary trial period of ninety (90) calendar days. At the successful completion of the 90 days and at the recommendation of the supervisor, the employee becomes a non-probationary employee.
- B. The performance of each probationary period employee will be evaluated at least twice during the probationary trial period. Prior to the conclusion of the 90 day probationary period, a formal evaluation will be completed, signed by the employee and the supervisor and a copy given to the employee and the original placed in the employee's permanent personnel file.
- C. The purpose of the ninety (90) calendar days probationary period is to provide training and observation of the newly-hired employee in the job setting and to determine the employee's suitability for the particular job and continued employment.
- D. The supervisor will discuss the standards of performance and behavior required of the new employee in the position to which he/she is appointed. New Paraeducators will be provided training regarding: Safety features, discipline features, confidentiality, equipment location, etc.

### **Section 6: Classified Responsibilities**

The classified employees have the responsibility of providing the best possible skilled services which require specialized training and qualifications.

### **Section 7: Personnel Files**

Access to personnel files by employees will be subject to the provisions of the Colorado Open Records Law.

- A. Upon request, an employee will have the right to review the contents of his/her permanent personnel file (and to make copies of any document contained therein at the employee's expense), with the exception of recommendations provided to the District on a confidential basis or information protected by law.
- B. Except as provided in B, no materials derogatory to an employee's conducts, service, character, or personality will be placed in the employee's permanent personnel file unless the employee has had an opportunity to review such material. Anonymous materials will not be placed in permanent personnel files. The employee will acknowledge that he/she has had the opportunity to review such material by signing the copy to be filed, with the understanding that such signature in no way indicates agreement with the contents. The employee will also have the right to submit a written response to such material and will be reviewed by the appropriate District official and attached to the file copy.
- C. All formal documents will be signed and dated by both employee and supervisor before placement in the file.

### **Section 8: Discipline**

Disciplinary meetings and reprimands will be considered in private with the exception detailed below.

- A. An employee will be entitled to have a representative of the Association, or of his/her own choosing, present at any meeting when formal disciplinary action is to be taken or is being investigated.
- B. In this context, formal disciplinary action will be defined as that which results in the addition of documentation to the employee's personnel file.

### **Section 9: Duty Free Lunch**

Each full-time employee will be entitled to a continuous duty free lunch period amounting to thirty (30) minutes.

### **Section 10: Assignments, Transfers and Promotions**

- A. The Superintendent or designee will make assignments and transfers of classified employees in as the best interests of the District.
- B. The preferences of employees will be taken into consideration in making assignments and transfers. Employees may request a transfer of assignment from job to job, or between departments or buildings. Such request may be granted when this is to the advantage of the District and individual.
- C. Within an individual school, a principal or supervisor may assign classified employees to tasks appropriate to their positions and qualifications.
- D. When a classified employee receives a promotion to a position at a higher level of the salary schedule, the employee will move laterally over to the new pay lane and back one (1) step for a thirty (30) day training period, which once successfully completed will then become a lateral pay move within the new pay lane.
- E. In case of an involuntary transfer to a position of lesser responsibility, the employee will receive the same rate of pay for the remainder of the contract year. The new contract will reflect the change in placement on the salary schedule. In the case of a voluntary transfer to a position of lesser responsibility, the employee will receive the lesser pay upon transfer.

### **Section 11: Resignations**

If an employee intends to resign, the employee must give two (2) weeks prior written notice to the Superintendent.

When a classified staff member resigns from the District, he/she will be paid at one-half his/her regular daily rate of pay for two (2) days per year, up to a maximum of thirty (30) days for unused leave. Classified staff members employed after July 1 will be deemed to have served the first full school year, if the period of continuous and uninterrupted employment during that year begins on or before December 31. Benefit of each year for

which two (2) unused days were accumulated, will be paid one (1) month following the last contractual pay out.

### **Section 12: Suspensions and Dismissals**

- A. All classified employees may be suspended or terminated by the Superintendent. Employees who are terminated may, at their request, have the Board review the circumstances of their termination.
- B. Classified employees are considered at-will employees and generally are not given notice of their dismissal.
- C. The inability to perform the duties of the contracted position as determined by a licensed physician (M.D. or D.O.) may be basis for termination of contract in accordance with ADA compliance. The employee is encouraged to apply for other positions within the District for which he/she is qualified.
- D. In the event an employee is suspended during an investigation of allegations and/or charges of improper conduct and/or behavior for which disciplinary action is being considered, the employee will be placed on either paid or unpaid administrative leave. Employees placed on paid administrative leave will be available for meetings, hearings, etc. at any time during their regular work day.

### **Section 13: Grievance Procedure**

Grievance procedure will be according to the policy of the District. Any employee with a grievance will follow the procedure outlined in Policy [GBK-R2](#) found on the District Website Online Policy Search.

### **Section 14: Reduction in Force**

See policy GDQA on the District website Online Policy search.

### **Section 15: Consideration of Privatization**

In the event the District desires to contract out work currently being performed by District employees which will displace said employees from a position currently held, the District will notify the Association apprising them of the plan to solicit bids.

## **ARTICLE V: ABSENCES**

### **Section 1: Leave Days**

Leave days are to be used for illness, bereavement or personal reasons. Leave days are granted each month at a prorated amount based on total leave days entitlement for a full contract. If a staff member leaves the District prior to the actual granting of days used, adjustment will be made in final pay.

- A. Leave days will be granted at the rate of twelve (12) days per year for staff members who are employed less than eleven (11) months. Staff members employed eleven (11)

months or more per year will be granted fourteen (14) days. A year will be considered to be July 1 to June 30. An employee who begins employment at any time other than the beginning of the contract year will receive a prorated amount of leave for that year. Leave days are not intended to extend vacations or to create vacations. Advance leave requests are subject to the following restrictions.

1. All requests for leave must be approved by the principal and/or supervisor.
  2. Except in the case of an emergency, leave requests will be in writing. Requests must be made to the principal and/or supervisor as far in advance as possible.
  3. No paid leave will be granted for a purpose in which an employee receives remuneration.
  4. If a staff member requests a leave day and then school is cancelled on that day, the staff member will not be charged for that leave day. If a staff member requests a leave day and then school is subject to a “delayed start” or “early dismissal”, the staff member will be charged for a half-day of leave for that leave day. Leave will be adjusted in half-day increments only.
- B. The maximum number of days that can be accumulated in any year, which is twelve (12) days for less than eleven (11) month employees and fourteen (14) days for employees working eleven (11) months or more, will be transferred to sick leave and accumulated indefinitely for use during extended illness or early retirement benefits. When an employee is sick or absent due to bereavement for an extended period of time, they may use up to eight (8) days of their accumulated sick leave if available. The staff member must request this in writing and approval will be at the discretion of the building principal or District. An employee may be required to furnish a health certificate or documentation of death from a doctor duly licensed to practice medicine.

In the event an employee utilizes at least ten (10) or more leave days, the employee may request reinstatement for up to a maximum of two (2) leave days from accumulated sick leave to be utilized as personal leave. The reinstatement request should be submitted to the Business Office.

Any staff member requesting a leave day may not be held responsible for reporting to school due to the lack of available substitutes. However, any such staff member will be expected to give due consideration to any actual school emergency. Employees will call as early as possible in the morning should an emergency leave day be needed.

- C. At the discretion of the District, any staff member may be required to furnish a health certificate from a doctor duly licensed to practice medicine in the State. The District or its designee reserves the right to have the staff member’s health status reviewed by a doctor of its own choosing with the cost of such examination to be paid by the District.

### **Section 2: Sick Leave Bank**

The Sick Leave Bank is a voluntary sick leave plan and is not the responsibility of the District. Please see Administrative Policy [GBGH](#) for detailed information.

### **Section 3: Jury Duty/Legal Leave**

All employees will be granted leave for serving on jury duty. The employee will be paid regular salary and will not be reimbursed for mileage. An employee who reports for jury duty, but is excused for the day will not have to report back to work.

Employees who are subpoenaed to appear in court as a representative of the District will receive time off with pay upon turning over to the District any fee they receive for appearing with the exception of mileage expenses. The District does not pay for court appearances for personal reasons.

## **ARTICLE VI: LEAVES OF ABSENCE**

Leaves of absence may be granted by the Board as specified in the sections of this Article. Leaves of absence granted by the Board will be without pay. Eligibility for application for leave of absence requires the employee to have been an employee of the District continuously for a minimum of five (5) years. In addition, an employee must have received an evaluation rating of effective or highly effective during each of the continuous five (5) years of employment.

To the extent allowed by COBRA, employees granted leave of absence will be offered participation in the District's medical benefit package. If accepted, the cost of the plan will be the responsibility of the employee. Payment for premiums will be paid to the District in advance. An employee who does not continue health benefits during leave is treated as a new employee upon return to the District's medical benefit package.

No payment of salary will be made during the duration of the leave of absence. The employee will not be eligible for any benefits except as required by the [Family Medical Leave Act](#).

In computing the salary for the year following such leave of absence, unless the leave is for less than one (1) semester, any base salary changes granted in that year to other classified employees will be effective.

An employee on leave will be offered a contract the year following his/her leave and be given the opportunity of returning to the same or comparable position which he/she had prior to the leave at the discretion of the administration.

### **Section 1: Leaves of Absence**

A. A classified employee in the District may be granted a leave of absence, to be used in travel, study, or for the restoration of health or family care.

- B. Ordinarily, no leave of absence will be granted to permit an employee to take gainful employment in another field of work.

**Section 2: Maternity Leave of Absence**

See policy GBGE on the District website Online Policy search.

**Section 3: Parental Leave of Absence**

See policy GBGE on the District website Online Policy search.

**Section 4: Emergency Medical Leave of Absence**

A leave of absence may be granted for the employee who is temporarily unable to perform the duties of his/her position and expects to be able and intends to eventually return to full duties. An emergency medical leave of absence does not affect other leave of absence limits, sick leave pay, disability pay, etc. An employee on emergency medical leave does qualify for District benefits in accordance with The Family Medical Leave Act.

An employee will be required to request an Emergency Medical Leave of Absence when he/she becomes temporarily unable to perform the duties of his/her position due to a medical conditions; i.e., under a physician's (M.D. or D.O.) continuing care. The employee will furnish a physician's statement defining the specific temporary disability and the minimum duration of anticipated absence. Employee will not be permitted to return to duties without a statement of full release from the physician of record.

**Section 5: Federally Mandated Family Leave**

The Conditions of Employment will conform to the federally mandated family leave policy. See policy [GBGF-R](#) found on District website Online Policy Search.

**ARTICLE VII: BENEFITS & RETIREMENT**

**Section 1: Definitions**

- A. Full Time: A full time classified employee is contracted for at least a thirty-five (35) hour, five day week.
- B. Part Time: A part time classified employee is contracted for less than a thirty-five (35) hour week, but at least 18.75 or more hours per week on a regular basis.
- C. Limited Part Time: A limited part time classified employee is contracted for less than 18.75 hours per week in a regular position.
- D. Short Term: A short term classified employee is contracted for not less than one (1) month nor longer than one hundred ninety-five (195) working days, including holidays, leave days and vacation, or who performs seasonal emergency work, upon the completion of which the service will not be extended or needed on a continuing basis. As a short term employee, he/she does qualify for District benefits.



- E. Hourly Employee: An hourly classified employee is one whose salary is computed monthly on an hourly wage scale.
- F. Substitute: A substitute classified employee is one who takes the place of an absent classified employee or vacant position. Vacancy not to exceed one-half of contract year. Substitutes are employed on a temporary or long-term basis. A temporary classified employee takes the place of an absent classified employee from one (1) to thirty (30) days and is paid the current substitute rate. A long-term substitute takes the place of an absent classified employee for thirty-one (31) or more continuous days and is paid at the salary scale trial rate beginning with the thirty-first (31) day. Substitutes do not qualify for District benefits.
- G. Trial Period: A trial period classified employee is one who is initially employed to fill an authorized regular position and is classified as in trial period during the first ninety (90) calendar days of service.
- H. Regular: A regular classified employee is one who has satisfactorily completed the first ninety (90) calendar days of the trial period and is continued in employment. District benefits will be computed on a prorated basis. The term 'regular' shall not be construed to imply any employment rights not explicitly established by District policy.

### **Section 2: Workmen's Compensation Insurance**

In accordance with Colorado State Statute, the District contracts with a workmen's compensation carrier to cover the cost of injuries to employees incurred while performing the duties of employment. When an employee is injured on the job, the statutes require that a report be filed by the District. Employees are required to notify the District within one (1) working day of an accident. All Workmen's Compensation injuries must be treated by a Medical Network affiliated physician or at a Medical Network Facility. A Medical Network Handbook is available in each building. Employee will inform the physician of the claim for Workmen's Compensation.

Workmen's compensation time cannot be charged against sick leave – unless the employee agrees to it. To use your annual sick leave to make up the remaining 1/3 not covered by Workmen's Compensation, the employee will need to give written permission.

### **Section 3: Health Insurance Coverage**

Employees who work at least thirty (30) hours per week during the school term. Employees who work 3.75 hours to seven (7) hours per day on a regular basis may receive 50% of the employee rate towards the purchase of health insurance. The effective date of coverage for all new full time employees of the District is the first of the month following thirty (30) days of employment. The first payroll deduction for dependent coverage will take place during the month prior to the effective date of coverage. Enrollment must be completed by the eighth (8<sup>th</sup>) of the month preceding the month in which coverage commences or the employee must file an application for coverage and prove eligibility. Covered employees may add a spouse and/or dependent children within thirty (30) days after the marriage date. Children may be added within thirty (30) days after birth or adoption. Each employee

receives a booklet containing an explanation of benefits after the effective date of their coverage.

#### **Section 4: Dental Insurance**

Full time employees are eligible to receive the maximum District contribution toward a dental insurance option.

#### **Section 5: Life Insurance**

Full time employees are eligible to receive the maximum District contribution toward a Life Insurance and Accidental Death and Dismemberment option.

#### **Section 6: Disability Insurance**

PERA provides disability insurance. See [PERA](#) website or contact PERA for details.

#### **Section 7: Tax Sheltered Annuities**

A variety of tax sheltered annuity programs are available from private insurance companies. The District does not endorse any one company's plan for tax sheltered annuities. If you wish to initiate a payroll deduction plan for an annuity, please contact a company representative. A list of these representatives is available from the District Payroll Office.

#### **Section 8: COBRA**

The District complies with current COBRA law. You or your dependent will be required to pay the full monthly cost of health coverage once you leave the District. The right to continue coverage due to death, divorce or dependent status must be exercised within sixty (60) days of the event.

The District is permitted to charge an additional 2% to cover administrative costs.

#### **Section 9: General Liability – Bodily Injury and Property Damage**

The District provides an insurance policy covering general liability to all employees carrying out their school related duties and responsibilities as long as these duties are carried out with the scope of responsibility or policy of the District. Negligence is not covered under this policy. However, the District also maintains a wrongful acts insurance policy which covers employees in cases of liability not covered in the general liability policy. The insured amount exceeds the Colorado Governmental Immunity Act where such act is applicable. Examples of acts covered under these policies would include libel, slander, assault, false arrest, etc.

PLEASE NOTE: District staff using their personal car for school business such as transporting children to a co-curricular activity, are not covered under the District's liability policy. District staff in such cases, must maintain their own automobile liability insurance coverage.

#### **Section 10: Public Employees Retirement Association**

State statutes require that all public employees contribute to the Public Employees Retirement Association ([PERA](#)). Contributions to PERA are prescribed by law. The District contributes the percentage designated by law of each enrolled employee's gross salary to PERA and the employee contributes the percentage designated by law.

### **Section 11: Mileage**

The same general policy will apply to all personnel and District officials in regard to reimbursement of expenses. This policy will be as follows.

- A. Upon District pre-approval, personnel who incur expenses in carrying out their authorized duties will be reimbursed by the District upon submission of a properly filled out and approved voucher and such supporting receipts as required by the District.
- B. When official travel by personally owned vehicle has been authorized, mileage payment will be made at the current District rate.

### **Section 12: School Assignment of Staff Members' Children**

Requests for assignment of students to another school within the District will be considered on space available. Preference will be given to staff who submit the required request on a first to be considered, last to be removed, basis.

### **Section 13: Public Employees Retirement System**

Please refer to current statute.

### **Section 14: Retirement Incentive**

- A. A full time classified employee who has been employed by the District for fifteen (15) years of continuous service qualifies for participation in the retirement incentive program of the District. No employee can qualify for the program if retiring while on leave of absence.
- B. The employee will give notice of retirement a minimum of ninety (90) days prior to the date of retirement. Employees are not eligible for retirement incentive benefits if they qualify for disability benefits under PERA or the long term disability insurance program carried by the District. When known, the employee should file intent to retire with the Business Office by March 15 of the previous year to facilitate proper budgeting.
- C. Retirement incentives (unused sick leave) will be computed according to the following formula:
  - Unused sick leave will be the number of days of leave accumulated under the District leave policy.
  - When an employee retires from the District, the employee will be paid at one-half their daily rate of pay.
  - If employed after December 31<sup>st</sup> of any given school year, no experience credit is given for that school year.
  - One-third of the retirement incentive payment will be paid one month following the last contractual pay out with the remainder paid in the July of the year following retirement.

### **Section 15: District Early Retirement Incentive**

The District early retirement incentive is not currently available, but will be evaluated annually.

## ARTICLE VIII: SALARY SCHEDULES

### **Section 1: Experience Schedule**

The District will determine qualifications and placement on the [classified salary schedule](#) according to the following provisions:

- A. Credit for prior work experience can be approved for newly hired classified employees. A newly hired classified employee may not enter any higher than step 4 on the salary schedule.
- B. Incremental step increases are not automatic, they must be earned. The District will develop evaluation procedures upon which to determine earned incremental step increases. In the absence of such evaluation instruments, incremental step increases will be automatic at the designated time.

Incremental step increases will take place the first day of work for the new contract year. One year of experience will be considered to be a school year if employed between July 1 and December 31 of the same year. Employment must be continuous and uninterrupted. One-half increments will not be granted.

- C. A classified employee will receive as an incentive an additional step after completion of seventh (7<sup>th</sup>) year in the District and an additional step after fourteenth (14<sup>th</sup>) year in the District when funds are available.
- D. When funds have not been available for step increases, movement on the salary schedule will resume from current salary placement when funds become available.
- E. Any staff member who resigns from the District and is rehired within two (2) years in the same or similar classification, may receive full credit for prior experience within the District. Placement on the salary schedule will be determined accordingly.

### **Section 2: Longevity Steps**

- A. An individual with twenty (20) or more years of service to the District will receive an annual increase of \$300.00. Each year past twenty (20) years will accrue \$100.00 extra added to the \$300.00 (EX: 20<sup>th</sup> year equals \$300.00 – 21<sup>st</sup> year equals \$300.00 plus \$100.00 – 22<sup>nd</sup> year \$300.00 plus \$200.00...etc.)
- B. When funds have not been available for longevity steps, increases will resume from current salary placement when funds become available.

### **Section 3: Professional Growth/Remuneration**

- A. Changes in remuneration will be granted September 1 each school year when funds are available. The effective date for this change in remuneration is September 1. Remuneration change and payroll notification is contingent upon receipt of official

transcripts. Should official transcripts be delayed, an official certification of completion will be sufficient for the interim.

- B. College and university credits will be recognized for remuneration subject to the following:
  - 1. When funds are available;
  - 2. Credit has been granted by a recognized college or university;
  - 3. Are in the field in which the staff member is assigned or area of professional responsibility. Coursework outside the area of responsibility and undergraduate work will be accepted for remuneration if individual has obtained prior approval from supervisor attesting to the appropriateness of the course to the individual's professional advancement and/or work assignment.
  
- C. Out of District Conference/Workshop Credits
  - 1. Official certificate from conference showing topic, hours, and date;
  - 2. To be eligible, in-service credit sessions must be in the field in which the individual is assigned. Coursework outside the area of responsibility will be accepted for remuneration if individual has obtained prior approval supervisor attesting to the appropriateness of the course to the individual's professional advancement and/or work assignment;
  - 3. Effective September 1, 2015: Preapproval process required for remuneration change conference/workshop credit.
  
- D. Approved District Professional In-service Credits will be allowed for remuneration with the following conditions:
  - 1. When funds are available;
  - 2. To be eligible, in-service credit sessions must be in the field in which the individual is assigned. Coursework outside the area of responsibility will be accepted for remuneration if individual has obtained prior approval supervisor attesting to the appropriateness of the course to the individual's professional advancement and/or work assignment;
  - 3. Fifteen hours of approved class time are equivalent to one (1) semester credit hour;
  - 4. Summer/District Professional Development Classes;
  - 5. Preapproved Building Professional Development Classes run through IRTs;
  - 6. No classification credit earned if District pays Extra Duty Pay (Stipend).
  
- E. Committees/Teams
  - 1. Choice of remuneration credit or comp time. Must be preapproved by supervisor.

#### **Section 4: Salary Schedule**

The [classified salary schedule](#) is posted on the District website.

### **ARTICLE IX: PAYROLL PROCEDURES**

#### **Section 1: Work Week**

For purpose of definition, each work week begins Sunday at 12:01 a.m. The work week for employees who regularly work eight (8) hours per day will be forty (40) hours. Other work weeks will be calculated on the basis of the number of hours per day and the number of days per week which are regularly worked.

#### **Section 2: Pay Dates**

All employees will be paid once each month. Employees who work less than twelve (12) months will have the option of a 12 month payout. Paychecks will be distributed on the 20<sup>th</sup> day of each month or the Friday before if the 20<sup>th</sup> falls on a weekend.

The cutoff day on payroll timecards is the 8<sup>th</sup> day of each month.

#### **Section 3: Compensatory Time**

Time off will be given to employees working beyond their contract hours per week. ALL TIME BEYOND CONTRACT MUST BE APPROVED BY THE SUPERVISOR OR PRINCIPAL PRIOR TO PERFORMANCE OF THE WORK. Employees working over forty (40) hours per week will receive compensatory time at time-and-a-half. Compensatory time will be provided according to the following guidelines:

- A. All requests for compensatory time must be approved by the principal and/or supervisor.
- B. When at all possible, compensatory time requests will be in writing. Requests must be made to the principal and/or supervisor as far in advance as possible.
- C. Any employee who has accrued 240 hours of compensatory time off will, for additional overtime hours of work, be paid overtime compensation.
- D. If compensatory time has not been used by the end of the employee's contract term, the District agrees to hold over the compensatory time into the next year.
- E. Upon termination of employment, an employee will be paid for unused compensatory time earned.
- F. A substitute will be provided as needed with the approval of the supervisor or principal.

#### **Section 4: Substitute Pay**

In the event a regular part time employee substitutes during their contract period and outside their contract hours, they will receive their rate of pay or the substitute rate of pay, whichever is higher.

Classified employees may substitute for teachers only when there are NO substitutes available. This is strictly voluntary and only under the principal's discretion. The classified staff member will receive their regular pay plus \$20.00 stipend whenever they substitute in a certified position for a full day (the classified staff member must be under the supervision of the building principal with assistance from a certified teacher that is located near the area). One-half day (four periods or less) equals \$10.00. More than one substitute sharing coverage will divide the full or half-day stipend equally.

Classified paraeducators will only be utilized in certified positions on an emergency basis, only in their assigned building, and only when it has been determined that the guest teacher list has been exhausted and there are no available guest teachers. Classified substitutes are not responsible for making lesson plans and are not to be used for long-term coverage. Substitutes for the classified employee will be provided when possible.

### **Section 5: Inclement Weather/School Closure**

- A. On days of school closure due to inclement weather, it is necessary that all day custodial staff arrive at work as early as possible in order to complete snow removal and other tasks which require additional effort due to the storm. Second and third shift custodians are expected to report by 10:00 a.m. to help with snow removal, unless they have pre-approved absence.
- B. Custodial staff will not be excused from duty on "no school", "delayed start", and "early release" days. Night custodians will be expected to report by 10:00 a.m. on school/snow days.
- C. Delayed Start Day Example: If a day custodian does not report at the regularly scheduled time, he/she is not paid for the two-hour delay. Day custodians who do report will receive equal additional hours added to their vacation. Second and third shift custodians must report for their full shift.

Early Release Day Example: Day custodians must remain for their full shift. If a second or third shift custodian does not report to work he/she is not paid for that day. Second and third shift custodians who do report will receive equal additional hours added to their vacation.

- D. All classified employees, excluding custodial staff, will receive pay for school closures, but may need to report or remain at the building if required by building principal, supervisor, or Superintendent. If an employee is on a pre-approved leave day, they will not be charged for the full day. If there is a 2-hour delay or early release, the employee on a pre-approved leave will be charged for a half day.
- E. If any employee is on a pre-approved leave (Maternity, Parental, Emergency Medical Leave of Absence, Federally Mandated Family Leave, Sick Leave Bank or Military), the school closure day does not change the prior request or allow additional days to be added to the employee's time.

## **Section 6: Vacations**

Paid vacation time will be earned by employees who are employed twelve (12) months according to the following schedule:

- A. One (1) through five (5) complete years – ten (10) days paid vacation.
- B. Six (6) through ten (10) complete years – one (1) additional day for each year up to fifteen (15) days vacation time. A year is defined as July 1 through June 30. Vacations will be scheduled at the convenience of the District. Vacation accrual will be limited to thirty (30) days.
- C. In the event twelve (12) month employee has accrued over thirty (30) days as of June 30, the employee may request payment of up to a maximum of five (5) vacation days to be paid with the regular June paycheck. The written request must be submitted to the Business Office on or before June 8.
- D. An employee who resigns will be paid for unused vacation time in proportion to the amount of the year worked.

Because of the nature of custodial and maintenance work that needs to be accomplished when students are not present, and if the custodians assure that all needed work can be accomplished, a vacation may be approved. When at all possible, vacation requests will be in writing. Requests should be made as far in advance as possible. When more than one request is received, seniority will determine the request approved.

- E. New employees whose term of service is less than one (1) full year – July 1 through June 30 – will be entitled to paid vacation in the ratio that their length of service bears to a full year; only earned vacation days may be taken.
- F. During the winter break, employees may opt to take one-half (1/2) day of vacation the day before Christmas and one (1) day of vacation after Christmas. When Christmas falls on a Saturday or Sunday, the preceding Friday and following Monday are optional vacation days.

## **Section 7: Holidays**

- A. Twelve (12) month employees will be granted legal holidays established by the Board of Education. Normally, the holidays will include the following:
  - Fourth of July
  - Labor Day
  - October Holiday in lieu of Columbus Day
  - Thanksgiving Day and Friday following Thanksgiving
  - One day for Christmas
  - One half-day for Christmas Eve
  - New Year's Day
  - Martin Luther King, Jr. Day
  - President's Day



- Memorial Day

Should one of the listed days fall on Saturday or Sunday, either the Friday preceding or the Monday following will be substituted, depending on the official school calendar. Such determination will be made annually by the Superintendent. Variations of these days may be made by the Superintendent as necessitated by the school calendar.

- B. Less than twelve (12) month full time and part time employees (not less than 18.75 hours per week) will be entitled to the following paid holidays:
- Labor Day if employee is on duty before and after labor Day
  - October Holiday in lieu of Columbus Day
  - Thanksgiving
  - Christmas
  - New Year's Day
  - Martin Luther King, Jr. Day
  - President's Day
  - Memorial Day if employee is on duty before and after Memorial Day

Should one of the listed days fall on Saturday or Sunday, either the Friday preceding or the Monday following will be substituted, depending on the official school calendar. Such determination will be made annually by the Superintendent. Variations of these days may be made by the Superintendent as necessitated by the school calendar.

- C. An employee who is on leave of absence will not be paid for a holiday which occurs while the employee is on such leave.

### **Section 8: Expense Reimbursements**

The same general policy will apply to all personnel and District officials in regard to reimbursement of expenses. This policy will be as follows:

- A. Personnel who incur expenses in carrying out their authorized duties will be reimbursed by the District upon submission of a properly filled out and approved voucher and such supporting receipts as required by the Superintendent.
- B. Paraeducators are required to show proof of successful completion of a CPR and First Aid course. They will be required to complete and pay for the mandated class. However, the District will reimburse paraeducators for the cost of the class up to \$35.00 upon successful completion of the CPR and First Aid Class if they are unable to attend the District offered course.

## **ARTICLE X: GRIEVANCE**

Any employee with a grievance will follow the procedure outlined in Policy [GBK-R2](#) found on District website Online Policy Search.