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NEGOTIATED AGREEMENT
between
JEFFERSON COUNTY SCHOOL DISTRICT R-1
and the
**JEFFERSON COUNTY ASSOCIATION OF PARAPROFESSIONALS
(JCAP)**
represented by
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION
Jefferson County, Colorado

THIS AGREEMENT is made and entered into by and between JEFFERSON COUNTY SCHOOL DISTRICT R-1 in the STATE OF COLORADO and the CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION OF JEFFERSON COUNTY SCHOOL DISTRICT R-1 this 1st day of September, 2008.

The Board of Education, under law, has the final responsibility of establishing policies for the School District.

The Superintendent and his/her staff have the responsibility of carrying out the policies established.

The Paraprofessionals and Clinic Paraprofessionals have the responsibility of providing the best possible services to the students of Jefferson County School District R-1.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

Definitions

- 1-1 The term "employee," as used in this Agreement, shall refer to all regularly-assigned Paraprofessionals and Clinic Paraprofessionals who have satisfactorily completed a sixty (60) working-day probationary period and who are employed in a position expected to continue for six (6) months. These employees are represented exclusively by CSEA as defined in Article 3, Recognition.
- 1-2 The term "Board," as used in this Agreement, shall mean the Jefferson County School District R-1 School Board in the State of Colorado.
- 1-3 The term "JCAP," as used in this Agreement, shall mean the Jefferson County Association of Paraprofessionals.
- 1-4 The term "CSEA," as used in this Agreement, shall mean the Classified School Employees Association of Jefferson County School District R-1.
- 1-5 The term "School District" or "District," as used in this Agreement, shall mean the Jefferson County School District R-1 in the State of Colorado.
- 1-6 The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Jefferson County School District R-1 in the State of Colorado.
- 1-7 The term "budget year" shall mean the period from any July 1 to June 30 of the following year.
- 1-8 The term "days," as used in this Agreement, shall be defined as follows:
- A. "Day" or "days" shall mean school days.
 - B. "Workday" or "working days" shall mean that period of time when an employee is required to perform his/her assigned duties.
- 1-9 The term "just cause," as used in this Agreement, shall mean a cause which is based on reasonable grounds and governed by an exercise in good faith.
- 1-10 The term "seniority," as used in this Agreement, shall refer to the continuous length of employment with the District by an employee as identified in Section 1-1. Seniority commences on the first day the employee provides service to the District on a regular basis. Seniority shall not be interrupted by an approved leave of absence.

ARTICLE 2

General

2-1 Nondiscrimination

Neither the District nor the CSEA will discriminate against any person because of ethnicity or race, color, religion, national origin, ancestry, sex, sexual orientation, marital status, age or disability, or membership or non-membership in any organization.

Employee grievances alleging discriminatory treatment by the District based, or believed to be based, on the complainant's ethnicity or race, color, religion, national origin, ancestry, sex, sexual orientation, marital status, age or disability will be filed with the office of Employee Relations.

2-2 This Agreement shall be governed and interpreted to comply with the Constitution and Laws of the United States and the State of Colorado.

2-3 If any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law; but all other provisions or applications of this Agreement shall continue in full force and effect, and the parties shall meet within a reasonable time to renegotiate the stricken provisions.

2-4 In any matter not covered by this Agreement, Board Policy shall control.

2-5 Management Rights

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

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

Nothing contained in this Article shall be construed to limit the discretion of the School District to confer with employees in the process of developing policies relating to the programs of the School District.

ARTICLE 3

Recognition

- 3-1 The Board recognizes CSEA as the sole and exclusive bargaining agent for employees, as defined in Section 1-1.

ARTICLE 4

Duration

- 4-1 The provisions of this Agreement shall become effective as of September 1, 2008 and shall continue and remain in full force and effect until midnight, August 31, 2012 except as expressly set forth herein.

ARTICLE 5

Bargaining Procedures

- 5-1 Definitions
- 5-1-1 The term "good faith" as used in this Article, shall mean a sincere attempt to resolve differences through the bargaining process.
- 5-1-2 The term "good will," as used in this Article, shall mean honest and open communications between the parties and a sincere attempt to effect mutual accommodations through the bargaining process.
- 5-2 Scope
- 5-2-1 The District and CSEA, through their designated representatives, shall meet and negotiate for the purpose of reaching agreements.
- 5-2-2 The District and CSEA, through their representatives, shall develop jointly, reduce to writing, and approve mutually, the procedures for negotiating in good faith on wages, hours, and terms and conditions of employment, consistent with Section 2-5, Management Rights.
- 5-3 Interim Agreements
- 5-3-1 No additions, waivers, deletions, modifications, changes or amendments of this Agreement shall be made during its life, except by mutual consent, in writing, of the parties.
- 5-3-2 The District and the CSEA agree that their mutual intent in reaching

agreement is to close all negotiations between the parties for the four-year period beginning September 1, 2008 through August 31, 2012, except as identified at Section 12-4-4 of this Agreement.

5-4 Successor Agreement

The Parties shall meet and schedule negotiation sessions for a Successor Agreement no later than September 15, 2011. The Parties shall exchange written proposals no later than two weeks prior to the first scheduled negotiations session.

5-5 Conducting Negotiations

5-5-1 The place and times of negotiations should be mutually agreed upon. The hosting party shall be responsible for arranging adequate facilities and a location that is conducive to the bargaining process.

5-5-2 During negotiations, the District and the CSEA, through their representatives, will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.

5-5-3 If the representatives of the CSEA and the District cannot reach agreement, the CSEA shall have the right to submit, in writing, the issues in dispute to the Board of Education for its consideration. After the Board considers the issues in dispute, the District shall respond in writing to the CSEA with the Board's position on the unresolved matters. Public statements or releases may not be made without the consent of both parties until the Board has acted on the unresolved issues.

5-5-4 The parties agree to negotiate in good faith and with good will.

5-6 Adopting Agreements

5-6-1 It is understood that any agreement is tentative until agreement is reached on all items in negotiations.

5-6-2 When the parties have reached tentative agreement on all items in negotiations, the CSEA shall have thirty (30) calendar days in which to present the tentative agreement to the JCAP membership who are covered under this Agreement. The CSEA shall have ten (10) working days from the date that the tentative agreement has been presented to the JCAP membership in which to advise the District, in writing, of the acceptance of said tentative agreement. Absence of a written notification within this time period shall constitute ratification.

Following ratification, the Agreement shall be placed on the agenda for the next Board meeting for its tentative approval pending public hearings on the proposed budget for the next fiscal year. The agreement shall be come binding upon the parties upon adoption of the final budget.

- 5-6-3 In the event the proposed budget is not adopted after the budget hearings, negotiations may be reopened.

ARTICLE 6

Grievance Procedure

6-1 Definition

- 6-1-1 The term "grievance," as used in this Agreement, shall mean a written complaint by an employee covered by this Agreement alleging a violation, misinterpretation, or inequitable application of any provision of this Agreement.
- 6-1-2 The term "grievance" shall not apply to Bargaining Procedures, as identified in Article 5.

6-2 Purpose

The purpose of the grievance procedure is to provide a fair, formal and expeditious manner of resolving differences as to any matter contained in this Agreement. Toward this end, employees are encouraged to attempt to resolve problems on an informal basis prior to filing a grievance.

6-3 Time Limitation

No grievance shall be recognized by the District or the CSEA, unless it is submitted to the office of Employee Relations in writing within thirty-five workdays, as per the calendar adopted by the Board for twelve (12)-month employees, after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based; and if not so submitted, the grievance shall be considered as waived.

6-4 Confidentiality

The parties agree that all grievance proceedings will be kept confidential to the extent permitted by law, with the understanding that agents of both parties will confer only with appropriate parties in interest to the grievance and with each other.

6-5 Procedure

6-5-1 Step One – Pre-grievance Meeting

- 6-5-1-1 The employee with a grievance must first attempt to resolve it informally by meeting and discussing the issue with the employee's immediate supervisor and/or administrator authorized to conduct such a meeting except when the CSEA and the District agree to waive this pre-grievance meeting.
- 6-5-1-2 The employee may be accompanied by a CSEA representative at the pre-grievance meeting. The employee's immediate supervisor and/or administrator may be accompanied by a District representative at the meeting. The employee and the employee's teacher and/or administrator will attempt to resolve the problem.
- 6-5-1-3 The employee's immediate supervisor and/or administrator conducting the pre-grievance meeting will transmit a written response to the employee and to the CSEA office.

6-5-2 Step Two - Formal Written Grievance - Site Level

- 6-5-2-1 If a satisfactory resolution of the problem is not reached at Step One, the employee shall confer with the designated CSEA grievance representative and may initiate a formal grievance. The grievance shall be filed within thirty-five (35) workdays, as per the calendar adopted by the Board for twelve (12)-month employees, after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based; and if not so submitted, the grievance shall be considered as waived.
- 6-5-2-2 A formal grievance is initiated when the CSEA Grievance Chairperson and the CSEA Executive Director prepare the grievance and it is transmitted in writing by the CSEA Executive Director, citing specific incident, parties involved, date of incident, Article violated, and remedy sought by the CSEA, to the office of Employee Relations and to the employee's appropriate administrator with the authority to resolve the grievance.
- 6-5-2-3 The District and CSEA will, through their agents, attempt to resolve the grievance; and no employees will be required to pursue or discuss the grievance except through a representative of the CSEA.
- 6-5-2-4 The Step Two meeting will be scheduled within five (5)

workdays and will be held in a timely manner, as mutually agreed upon by CSEA and the District. The scheduling of this hearing will be subject to the availability of essential persons after the appropriate administrator and the office of Employee Relations receive the written grievance.

6-5-2-5 The appropriate administrator shall render a written decision within five (5) workdays of the Step Two meeting. Copies of the decision shall be transmitted to the CSEA Office, the office of Employee Relations and the grievant.

6-5-3 Step Three - Formal Grievance - District Level

6-5-3-1 The CSEA shall file a grievance directly with the office of Employee Relations, if the grievance is deemed meritorious by the CSEA, and if:

- A. The grievance affects more than one employee, or
- B. It was previously filed at Step Two but was not resolved to the satisfaction of the grievant and the CSEA, or
- C. The CSEA considers the grievance to affect its representative status.

6-5-3-2 A demand for a Step Three hearing will be transmitted in writing by the CSEA to the office of Employee Relations within ten workdays after receipt of the Step Two answer in the CSEA Office.

6-5-3-3 The designated District administrator will serve as the hearing officer at the Step Three hearing. The office of Employee Relations or their designee will represent the party against whom the grievance is filed. The hearing will include other parties in interest, as deemed appropriate by the District and CSEA, in an effort to resolve the grievance. Such hearing will be scheduled within five (5) workdays after receipt of the written request for a Step Three hearing except where essential persons are unavailable. The hearing officer will furnish CSEA and the District with a written copy of his/her decision within ten (10) workdays after the grievance was heard.

6-5-4 Step Four - Dispute Resolution Panel

- 6-5-4-1 If the grievance is not resolved at Step Three, the parties will submit the grievance to a panel, provided that such a request is submitted by the CSEA in writing within ten (10) workdays after CSEA receives the written Step Three decision of the hearing officer.
- 6-5-4-2 The panel shall be made up of one (1) employee, designated by the CSEA and one (1) District administrator, designated by the District. Neither of the above panel members shall have been involved in the grievance at Step Two or Step Three in any capacity. The two panel members identified above will select a third panel member, who will be a District administrator (at least of coordinator level or above). The third panel member shall serve as the chairperson of the panel.
- 6-5-4-3 A demand for a Step Four hearing will be transmitted in writing by the CSEA to the office of Employee Relations within ten workdays after receipt of the Step Three answer in the CSEA Office.
- 6-5-4-4 The panel will have authority to hold hearings and make procedural rules. It will issue a report(s) within a reasonable time after the date of the close of the hearing(s), or, if oral hearings have been waived, from the date the final statements and evidence are submitted to it.
- 6-5-4-5 All hearings held by the panel shall be in closed sessions, and no news releases shall be made concerning progress of the hearings.
- 6-5-4-6 The report(s) of the panel shall be submitted in writing to the District and the CSEA only, and shall set forth its findings of fact, reasoning, conclusions, and recommendations of the panel, which shall be consistent with the law and with the terms of this Agreement.
- 6-5-4-7 Within twenty (20) calendar days after receiving the report(s) of the panel, the District and the CSEA will meet to discuss the report(s). No public release may be made until after such meeting.
- 6-5-4-8 The District and CSEA shall take official action on the report(s) of the panel not later than thirty (30) days after receipt of said report(s).
- 6-5-4-9 The report(s) of the panel shall be advisory only, and final determination of the issues raised by the grievance shall be made by the Board.

6-6 General

- 6-6-1 The Executive Director of CSEA or his/her designee may review an employee's official personnel file by making a written request and producing permission for such inspection signed by the employee whose file she/he wishes to inspect.
- 6-6-2 Time lines may be extended by mutual agreement of the parties.
- 6-6-3 The employee may represent herself/himself or be represented by the CSEA or its designee at any level of the grievance procedure; and the supervisor may be represented or accompanied by another representative of the administration. However, a grievant may not be represented by anyone other than a representative designated by CSEA. CSEA shall have the right to be present and to state its view at any level of the grievance procedure.
- 6-6-4 When it is necessary for a representative designated by CSEA to attend a meeting or Level One hearing which occurs during the workday, they shall, with prior approval from the District, receive such release time as is actually necessary for attendance at such meeting or hearing.
- 6-6-5 The parties will make available to each other any data in their possession, regarding a grievance.
- 6-6-6 Neither the Board nor any member of the administration shall take reprisals affecting the employment status or working conditions of any employee, any CSEA representative, or any other participant in the grievance procedure.
- 6-6-7 No written or printed material dealing with the processing or disposition of a grievance will, at any time, become part of the official personnel files of the grievant or any other employee involved in a grievance.

ARTICLE 7

Employee Rights

- 7-1 The employee may review material made a part of her/his District personnel records. The employee shall have the right to respond in writing to any matter made a part of her/his records, including evaluations. Such written response shall be received by the Superintendent or his/her designee and shall be made a permanent part of the employee's personnel records and attached to the document to which the response is made.
- 7-2 The employee who is brought before the administration to answer charges, or the grievant in a grievance hearing, or any employee receiving his/her annual evaluation, will be paid at his/her regular rate for the time required to attend such meeting.
- 7-3 The employee who is asked by management to attend a meeting which may lead to

disciplinary action, or an adverse annual evaluation, which may result in the withholding of an annual increment, will be informed of the reasons for the meeting, when possible. The employee has the right to discuss the matter personally or to request a CSEA representative to be in attendance.

7-3-1 When the employee has had notice and time to arrange for representation, the supervisor will not be obligated to allow the employee to stop a meeting to seek representation.

7-4 Any case of a student assaulting an employee shall be reported promptly by the employee to her/his supervisor and the appropriate school administrator.

7-5 If any employee is assaulted, complained against or sued as a result of acting within the scope of his/her employment, the District shall advise the employee and render necessary assistance to the employee, in accordance with State Statute.

7-6 In the event an employee, while acting within the scope of their employment, has their clothing or other personal property damaged or destroyed as a result of an attack, assault, menace, vandalism, or pupil supervision problem, the District will reimburse the employee the cost of repair or the reasonable replacement cost of such property.

Given prudent and responsible handling, the District will reimburse/replace for wallets/purses, outer-wear and briefcases which are stolen while on school grounds up to \$500.00.

Given prudent and responsible handling the District will reimburse/replace for stolen or damaged personal property used for instructional purposes at school with prior documentation and approval up to \$500.00.

The District will pay the insurance deductible up to \$500.00 for automobile damage because of theft or vandalism provided the automobile was on school grounds and the employee was acting within the scope of their employment.

The District will reimburse the employee for losses as outlined in this Agreement, provided that the employee:

- A. Submits a written request within ten school days, and
- B. The District deems the request of the employee to be meritorious.

7-7 The District agrees to provide funds for employees who desire to attend meetings, conferences and seminars which are designed to improve the employee's job function in the District. The District agrees to budget \$10,000 for each year of this Agreement. Appropriate expenses, including the cost of substitute employees needed for the participant, may be provided at the discretion of the review committee created in accordance with Section 7-7-1.

7-7-1 A review committee consisting of three employees, appointed by the CSEA,

and one administrator appointed by the office of Classified Human Resources or the administrative designee, will review all applications for use of professional funds and make recommendations concerning the granting or denial of applications and the appropriation of funds to the office of Classified Human Resources or the administrative designee. These recommendations shall be subject to final review by the office of Classified Human Resources.

- 7-7-2 The District agrees to carry forward any unused professional growth funds, not to exceed 20% of the annual allotment.
- 7-7-3 The provisions set forth in Section 7-7 are not subject to the grievance procedure.

ARTICLE 8

Employee Discipline

8-1 Disciplinary Action

- 8-1-1 While employees, as identified in Section 1-1, are entitled to notification prior to disciplinary action, the District shall have the right to discipline and/or discharge for just cause.
- 8-1-2 All discipline, including discharge, will be subject to the grievance procedure.
- 8-1-3 In disciplinary cases, the District recognizes the benefit of a progressive disciplinary process. The procedure for progressive discipline, when applicable, will include the following steps:

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

Second instance of misconduct -- Suspension without pay, demotion or both.

Third instance of misconduct -- Discharge.

- 8-2 In cases of willful and intentional violation of District policy or conviction of a felony, the employee is subject to immediate discharge.
- 8-3 The District may suspend, demote or discharge an employee for willful abuse of leave benefits.

ARTICLE 9

Leaves of Absence

9-1 Paid Leave

9-1-1 Paid leave will be accrued by all regularly assigned employees on the basis of one hour for every twenty hours of service rendered.

9-1-2 Paid leave accumulates without limit from year to year.

9-1-3 No employee shall be denied the right to use paid leave for personal or family illness, bereavement or personal business, in accordance with Section 9-1-1.

9-1-4 Jury Duty and Court Subpoena Leave

Paid leave will be given to employees for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Jury duty and court subpoena leave shall not be deducted from paid leave accruals.

9-1-5 Prior notice will be given of intent to use paid leave except in cases of emergency.

9-1-6 Upon separation, employees will be compensated for unused paid leave. To be eligible for payment, the employee must have served at least twenty (20) years in the District and be separating from active employment. All full and part-time service qualifies as time worked when the employee is in a position covered by a District negotiated agreement. The formula used to pay eligible employees will be the total of accrued paid leave hours up to a maximum of 660 hours, divided by the employee's standard daily hours, times .0015, times the annual base salary, but not less than a minimum of \$25.00 per day.

9-2 Employees who are regularly assigned greater than 30 hours

9-2-1 Applied for and Approved Paid Medical Leave

9-2-1-1 Paid leave usage for personal illness greater than fourteen (14) consecutive calendar days requires application to and approval through the Short-Term Disability (STD) provider. Upon approval, the employee receives Short-Term Disability benefits.

9-2-1-2 Short-Term Disability benefits will pay 60% of the employee's daily rate of pay. The remaining 40% of the employee's pay will be deducted from the employee's paid leave accrual allowing the employee to maintain the benefit of being in full pay status.

9-2-1-3 Employees with more than five (5) years of PERA qualified

service must also apply for PERA disability benefits.

9-2-1-4 An employee who is approved for STD during a year that is establishing the Highest Average Salary (HAS) for PERA retirement calculations will be able to elect to use 100% of accrued paid leave to maintain full PERA-includable salary credit for this leave. This option can only be exercised once during an employee's career.

9-2-1-5 Any employee who is not approved for PERA disability benefits and who has accrued paid leave still available and cannot return to work by one hundred eighty (180) calendar days will be allowed to use the accrual at 100% for no longer than twenty-four (24) months. The District will maintain the employee's benefits until the accrued leave is exhausted. The District will not guarantee the employee a job in the event of full recovery.

9-2-2 Long-Term Disability Insurance (LTD)

9-2-2-1 When an employee applies for and is eligible to receive LTD, the employee will utilize available accrued paid leave and STD disability benefits to carry the employee's regular salary until the LTD would apply.

9-2-2-2 There is a one hundred eighty (180) calendar day waiting period from the date of disability until LTD insurance becomes effective.

9-3 Maternity/Child Care Leave

9-3-1 An employee shall be entitled, upon written request, to an unpaid leave for maternity/child care prior to or following the birth of a child or following adoption of a child (not to exceed kindergarten). Said employee shall notify the office of Employee Leaves of her/his desire to take such leave, and, except in cases of emergency, shall give notice thirty (30) calendar days prior to the anticipated commencement of the leave. The employee will make a decision to take one (1) of the following leaves for maternity/child care:

A. A leave for a period of sixty (60) calendar days or less.

B. A leave of one (1) calendar year or less, with the employee requesting such leave designating the date upon which she/he wishes to return to work at the time the leave is requested.

All maternity/child care leave identified above shall be without pay. No leave may commence later than the birth or adoption of the child. The employee will have the option to remain an active participant in fringe benefit programs by contributing to the full cost of the programs.

9-3-2 An employee who is granted maternity/child care leave shall have the right to

return to work on the following basis:

- A. An employee on maternity/child care leave for a period of sixty (60) calendar days or less shall be returned to a comparable position.
- B. An employee taking maternity/child care leave for one (1) calendar year or less shall be assigned to the first available position for which she/he is qualified.

9-3-3 No leave referred to in this Section shall be considered an interruption of service, nor shall it be included in computing the probationary period nor toward experience increments on the salary schedule.

9-4 Military Leave

9-4-1 The provisions of State and Federal Law and the Negotiated Agreement shall apply for all aspects of military leave, including request for and return from such leave.

9-4-2 Employees who wish to or who are required to perform military service, which requires the use of military leave, must provide the Department of Human Resources with advance notice of military service. However, not notice is required if military necessity prevents the giving of notice or the giving of such notice is impossible or unreasonable. The District will require an employee to present written documentation to confirm completion of military orders upon return to active employment.

9-4-3 Refer to Human Resources Military Leave Protocol, which follows federal laws, for a detailed description of military leave procedure.

9-4-4 Employees who belong to reserve units will be allowed to take time off from their regular duties for a period not to exceed ninety days.

9-4-5 Exclusive of travel allowances, if the employee's salary from the Armed Forces Reserve Unit is less than the gross pay from the School District, the employee will receive the difference between the two salaries.

9-4-6 When there is any choice as to the time of service, the employee will request a time that will be favorable to the needs of the District.

9-4-7 Approval is granted only by the Human Resources Leaves Office.

9-4-8 All employees shall be given the benefit of any salary increments and sick leave allowances, which would have been credited if they had remained with the District.

9-4-9 The Superintendent or the Board of Education reserves the right to grant or to withhold salary increments or to revoke or deny extension of leave to employees who choose to remain in military service beyond the compulsory date or period.

9-5 Unpaid Leave

9-5-1 Unpaid leave may be granted with prior approval of the appropriate administrator. Unpaid leave requests may be denied.

9-6 Credit for Continuous Service

Commencing January 1, 1995, former employees who are rehired within thirty-six months of leaving the District's employment will have all previously earned and accrued benefits and privileges restored if they were on regular status at the time of their termination and are rehired to fill a regular position. Such employees will not be deemed to have suffered a break in calendar years of service as defined in Section 1-10. Such service earned prior to leaving the District's employ shall be credited towards the service increments set forth in Article 12.

ARTICLE 10

Work Year - Work Hours

10-1 The budgeted work year for employees, as provided in this Agreement, will be 182 days.

10-1-1 Employees covered by this agreement will receive pay based on their regularly scheduled work day at their regular base rate for Memorial Day, Thanksgiving Day, Christmas Day, New Year's Day and Labor Day.

10-1-2 Any days in excess of student contact days and the paid holidays referenced in 10-1-1 may be assigned at the discretion of the principal.

10-2 The workweek for regularly assigned employees will be determined by the appropriate administrator. Assignments up to thirty (30) hours per week will be without benefits. Assignments greater than thirty (30) hours per week see Section 11-2.

10-3 The workday for regularly-assigned employees shall be determined by the principal or immediate supervisor.

10-4 Employees may have a duty-free lunch period of thirty (30) minutes per day, except when emergencies or special events make it necessary to alter the schedule. The thirty (30) minute duty-free lunch period shall not be included in the employee's workday.

10-5 Employees are encouraged to participate voluntarily on all site-based/school committees.

Any employee required to attend a meeting which is designed to improve her/his job function with the District, and which occurs outside the employee's normal workday, will receive the same number of hours off from regular duties, with pay, as was spent at the meeting, consistent with Board Policies and Regulations.

10-6 Any employee required to attend a meeting as defined in 10-5, which takes place at a location other than the employee's regular job site, will be paid mileage at the amount being paid by the District for mileage reimbursement.

10-7 Employees who report to their regularly scheduled workday, and then are told to cease work by their immediate supervisor, will receive a minimum of three (3) hours' pay at their regular rate.

10-8 In instances where the number of employees and/or hours in a school is changed, the following will occur:

10-8-1 Whenever possible, employees will be increased in descending order of seniority or reduced in ascending order of seniority, as defined in Section 1-10, keeping in mind job site needs and the skills, training, and experience of the employee.

10-8-2 The employees identified for release will be notified by the principal or her/his designee.

10-8-3 The principal, or her/his designee, will notify the office of Classified Human Resources.

10-8-4 The employee will notify the office of Classified Human Resources, in writing, of his/her desire to be employed in a position in the District.

10-8-5 The District will make every effort to place an employee in an open position for which she/he is qualified.

10-9 Rest Breaks

Rest breaks are considered as a segment of the workday for employees and will be determined by the length of the workday as follows;

2:01 to 4 hours/day = 1 fifteen-minute break

4:01 to 6 hours/day = 1 fifteen-minute break

6:01 to 8 hours/day = 2 fifteen-minute breaks

10-10 During the term of this Agreement, if the District cancels a normally-scheduled workday for employees covered under Section 1-1, the affected employees shall be paid at their regular rate of pay for their normal workday as if they had worked on that day. If the District schedules a make-up day, no additional pay will be granted, and any employee not reporting for duty will be docked a normal workday's pay.

ARTICLE 11

Insurance programs

- 11-1 Employees as defined in Section 1-1 and who are assigned fifteen (15) hours, but not more than 30 hours per week may purchase, at the employee's expense, any combination of health, dental or vision insurance, as provided from any of the District's approved plans. Employees wishing to purchase dependent coverage must also purchase individual coverage for the same insurance plan. Current employees covered by this agreement working less than fifteen (15) hours and purchasing benefits may continue to purchase benefits as long as they remain in their current position.
- 11-2 Employees who are assigned greater than thirty (30) hours per week, shall be entitled to the benefit allocation and will be provided employer paid short-term disability.

ARTICLE 12

Salary

- 12-1 New employees shall start on the minimum of the appropriate salary schedule. The probationary period for all newly-hired employees shall be for sixty (60) working days.
- 12-1-1 After completion of probation, providing the employee's performance is adjudged to be satisfactory, as determined by the appropriate supervisor, a one (1) - step increment increase will be granted.
- 12-2 The anniversary date for employees is September 1. Each employee will be advanced to the next step on the salary schedule on September 1, if their hire date was prior to April 1, provided their performance of duties is adjudged by their supervisor to be satisfactory, based on the annual evaluation of the employee.
- 12-3 Service Increment
- 12-3-1 Educational Paraprofessionals and Clinic Paraprofessionals, who have completed ten (10) calendar years of service, as per section 9-5, and who are on the eighth step will receive 3.5 % of the eighth step.
- 12-3-2 Educational Paraprofessionals and Clinic Paraprofessionals, who have completed fifteen (15) calendar years of service, as per section 9-5, and who are on the eleventh step will receive 3.5% of the eleventh step.
- 12-3-3 Educational Paraprofessionals and Clinic Paraprofessionals, who have completed twenty (20) calendar years of service, as per section 9-5, and who are on the sixteenth step will receive 3.5% of the sixteenth step.
- 12-3-4 Any year consisting of nine (9) months employment or more will be a

calendar year.

12-4 Salary Schedule

12-4-1 Effective September 1, 2008 – Improve each level and step of the existing salary schedule by 2.7%. If the Mill Levy passes in November 2008, JCAP employees will receive an additional .5% COLA, effective January 1, 2009.

12-4-2 Contingent on the District’s ability to pay, effective September 1, 2008 all employees, as defined in Article 1-1, will be advanced a horizontal step on the effective salary schedule, provided their performance of duties is adjudged by the appropriate administrator to be satisfactory based on the annual evaluation of the employee. In the event an increment is withheld as a result of an unsatisfactory evaluation, this action is subject to the grievance procedure.

12-4-3 Effective September 1, 2009 – Improve each level and step of the existing salary schedules by the same amount as negotiated by other employee groups.

12-4-4 Contingent on the District’s ability to pay, effective September 1, 2009 all employees, as defined in Article 1-1, will be advanced a horizontal step on the effective salary schedule, provided their performance of duties is adjudged by the appropriate administrator to be satisfactory based on the annual evaluation of the employee. In the event an increment is withheld as a result of an unsatisfactory evaluation, this action is subject to the grievance procedure.

12-4-5 Re-Openers

12-4-5-1 The parties shall meet and negotiate salary increases, any mutually agreed upon issues, and one issue each by the District and CSEA for September 2010 in the spring of 2010. The parties agree that dates for negotiation will be scheduled by September 15th of each year. Proposals will be exchanged no later than two weeks prior to the first negotiation session.

12-4-5-2 The parties shall meet and negotiate salary increases, any mutually agreed upon issues, and one issue each by the District and CSEA for September 2011 in the spring of 2011. The parties agree that dates for negotiation will be scheduled by September 15th of each year. Proposals will be exchanged no later than two weeks prior to the first negotiation session.

12-5 Additional Pay

12-5-1 Effective October 1, 1998 – Educational Paraprofessionals and Clinic Paraprofessionals will receive \$.25 and \$.30 per hour respectively for successfully completing the 8-hour Para-Educator Training.

12-5-2 Effective September 1, 2006, highly qualified paraprofessionals, while

working at Title 1 schools, will receive an additional 25 cents per hours.

MEMORANDUM OF UNDERSTANDING

During the 2002 contract negotiations (reopener only) between Jefferson County Association of Paraprofessionals (JCAP) and the District, lengthy discussion occurred regarding recruitment and retention issues. One of the discussed concerns focused on JCAP covered employees being selected for positions covered by the Classified Negotiated Agreement. The JCAP Negotiations TEAM agreed that; when employees covered by JCAP apply for positions covered under the Classified Agreement, as current District employees they should not be treated as outside applicants. Therefore the parties agree as follows:

- When applying for a Classified position, employees under the JCAP Agreement will be considered internal applicants.
- If a Classified covered position is offered to and accepted by an employee under the JCAP Agreement:
 - the date that the employee became regularly assigned to any position covered by the JCAP Agreement will become their increment date under the Classified Agreement;
 - the salary placement will be made according to section 9-4 of the Classified Negotiated Agreement;
 - the employee will be placed in a “probationary status” for 60 working days and, if their performance is adjudged to be satisfactory at the end of the probationary period, the employee will be afforded the rights contained in section 9-1-1 of the Classified Agreement. If, however, at the end of the probationary period their performance is adjudged to be less than satisfactory, the employee will be assigned to an open available position similar to that which the employee occupied just prior the promotion; and
 - all leave accrued by the employee under the JCAP Agreement will be transferred to sick leave accrual under the Classified Agreement.
- The terms outlined above will become effective on July 1, 2002.
- The parties intend no retroactive application of this agreement prior to July 1, 2002.
- The parties agree that the process outlined in this Memo of Understanding is not subject to the grievance procedures under either the JCAP or CSEA Negotiated Agreements.
- This Memorandum of Understanding should not be construed as support for or against any consideration that may or may not be given to combining the CSEA and JCAP Negotiated Agreements at this time or in the future.