

2016 ADDENDUM TO THE NEGOTIATED AGREEMENT

September 1, 2013 – August 31, 2019

Between



And



Jeffco Education Support Professionals Association

Effective September 1, 2016

Language from 2014, 2015, 2016 Negotiations are Incorporated

JEFFERSON COUNTY SCHOOL DISTRICT



Jefferson County, Colorado

BOARD OF EDUCATION

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Ali Lasell	1st Vice President
Susan Harmon	2nd Vice President
Amanda Stevens	Secretary
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Jeffco Education Support Professionals Association

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Valerie Pelc	2nd Vice President
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JOINT NEGOTIATING TEAMS

Tony Babauta	Negotiations Chair, JESPA
Steve Bell	Chief Operating Officer
Ann Benninghoff	Paraprofessional - 1st Vice President JCAP
Kay Bridges	Manager, Compliance and Assurance, Budget Management
Lara Center	Library Paraprofessional, President JCAP
Jon Duran	Journey Electrician - President JCMA
Christopher Esser	Employee Relations Staff Attorney
Sharleen Farmer	Executive Director, JESPA
Cindy Fuqua	Paraeducator, Vice President JCEAOP
Steve Gaskin	Bus Driver, President JCTA
Judy Grounds	Facility Manager, Representative JCSSA
Joanie Hendricks	Secretary, President JCAEOP
Jason Huff	Facility Manager, Vice President JCSSA
Albert Ilges	Environmental Services Tech, Vice President JCMA
Nancy McCanless	President, JESPA
Val Pelc	Transportation Trainer, 1st Vice President JCTA
Les Robinson	Food Service, Warehouse, President JCSFSA
Vern Sterkel	Body Shop Mechanic, President Mechanics
Rebecca Stonebraker	Food Service Manager, Vice President JCSFSA
Amy Weber	Chief Human Resources Officer

2016 Addendum Agreement

The parties agree that the 2013-2019 Agreement between Jefferson County School District, R-1 and the Jeffco Education Support Professionals Association (JESPA) shall be changed as outlined in this document. Such changes shall be effective September 1, 2016, unless otherwise noted.

NEW LANGUAGE

Article 1 – Definitions

- 1-4 Definitions of Non Exempt, Proration, Hourly, Regular Full-time and Regular Part-Time:
 - 1-4-5 Twelve-month prorated employees are those employees who are assigned a twelve-month work year.
 - 1-4-7 A regular part-time employee is one who is employed in one or more standard hour positions, and who is normally scheduled to work less than thirty (30) hours per workweek.
 - 1-4-8 A regular full-time employee is one who is employed in one or more standard hour positions, and who is normally scheduled to work thirty (30) or more hours per workweek.
 - 1-4-9 A regular employee is one who is employed in one or more standard hour positions covered under this association agreement.

Article 6 - Grievance Procedure

- 6-1 Definitions
 - 6-1-1 The term "Grievance" shall mean a complaint by an employee covered by this Agreement, or a complaint by the JESPA, alleging a violation, misinterpretation or inequitable application of any provision expressly set forth in 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 resolve problems on an informal basis prior to filing a grievance.

6-3 Time Limitation

No formal grievance shall be recognized by the District or the JESPA unless it is submitted to the Office of Employee Relations in writing within thirty-five (35) workdays after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. A grievance not submitted within the aforementioned timeline will be considered waived.

6-4 Confidentiality

All grievance proceedings will be kept confidential to the extent permitted by law and will only be shared on a need-to-know basis.

6-5 Procedure

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

6-5-1-1 The employee with a grievance must first attempt to informally resolve it by meeting and discussing the issue with the employee's immediate administrator authorized to conduct such a meeting.

6-5-1-2 The employee may be accompanied by a JESPA representative at the pre-grievance meeting. The supervisor and/or administrator may be accompanied by a District representative. The employee and the administrator conducting the meeting will attempt to resolve the issue.

6-5-1-3 The administrator conducting the pre-grievance meeting will transmit a written response to the employee and to the JESPA office within 10 days of the pre-grievance meeting.

6-5-2 Step Two - Department Level Review

6-5-2-1 If a satisfactory resolution of the problem is not reached at Step One, the employee may initiate a Step Two department level review.

6-5-2-2 A Step Two department level review will take place between the employee, a designated District administrator preferably within the employee's department (director level or above unless mutually agreed with the JESPA), and additional JESPA and Employee Relations representatives at the discretion of the parties. At the review, the employee will have the opportunity to further discuss the grounds of the grievance. The parties are encouraged to thoroughly discuss the concerns and resolve the issues.

6-5-2-3 At the conclusion of the review meeting, the appropriate administrator authorized to conduct this meeting shall respond to the employee within ten (10) workdays outlining the issues discussed and any resolution reached. Copies of this decision shall be transmitted to the office of Employee Relations, the JESPA, and the grievant.

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

6-5-3-1 The JESPA shall file a formal grievance directly with the office of Employee Relations within thirty-five (35) workdays, if the grievance is deemed meritorious by the JESPA, and if:

- A. The grievance affects more than one (1) employee; or
- B. The issue was not previously resolved at Step Two to the satisfaction of the grievant and the JESPA; or
- C. The JESPA considers the grievance to affect its representative status.

6-5-3-2 A designated District administrator (director level or above unless mutually agreed with the JESPA) will serve as the hearing officer at Step Three. The Director of Employee Relations or their designee will represent the District at Step Three. The JESPA Executive Director or their designee may represent the aggrieved person. The hearing will include other parties in interest, as deemed appropriate by the District and the JESPA, in an effort to resolve the grievance. Such hearing will be scheduled within ten (10) working days by Employee Relations and held within two (2) months of the District's receipt of JESPA request. The hearing officer will furnish the JESPA and the District with a written copy of their decision within ten (10) workdays after the grievance was heard. The hearing officer may be granted an extension for good cause by making a request of both the office of Employee Relations and the JESPA. The JESPA may elect to proceed to Step Four in the event a copy of the written decision is not furnished to the JESPA within ten (10) workdays.

6-5-4 Step Four – Advisory Arbitration (**excludes Paraprofessionals/Clinic Paraprofessionals**)

6-5-4-1 If the grievance is not resolved at Step Three, a demand for an Arbitration hearing will be transmitted in writing by the JESPA to the office of Employee Relations, within thirty-five (35) workdays after the JESPA receives the Step Three decision. Parties agree that reasonable effort will be made to schedule and hold the hearing as soon as possible.

- 6-5-4-2 The office of Employee Relations and the JESPA will agree to a list of arbitrators within ten (10) working days. The arbitration hearing will be scheduled at the earliest convenient time by Employee Relations. The arbitrator shall establish procedural rules, conduct necessary hearings, and issue recommendations and findings to both the District and the JESPA. The arbitrator is encouraged to issue recommendations and findings within thirty (30) days from the date of termination of the hearing and to notify the District and the JESPA if the findings will not be issued within thirty (30) days.
- 6-5-4-3 Within ten (10) workdays after receipt of the arbitrator's decision, the District and the JESPA will schedule a meeting to discuss the decision. No public release of information may be made until after such meeting. The Board shall take official action on the decision of the arbitrator within thirty (30) days of the discussion meeting.
- 6-5-4-4 The arbitrator's decision shall be advisory.
- 6-5-4-5 Costs for the services of the arbitrator, including per diem expenses, actual and necessary travel and subsistence expenses, shall be shared equally by the District and the JESPA.
- 6-5-5 **Step Four – Dispute Resolution Panel (exclusively to Paraprofessionals/Clinic Paraprofessionals)**
 - 6-5-5-1 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 JESPA in writing within ten (10) workdays after JESPA receives the written Step Three decision of the hearing officer.
 - 6-5-5-2 The panel shall be made up of one (1) employee, designated by the JESPA 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.
 - 6-5-5-3 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.
 - 6-5-5-4 All hearings held by the panel shall be in closed sessions, and no news releases shall be made concerning progress of the hearings.

- 6-5-5-5 The report(s) of the panel shall be submitted in writing to the District and the JESPA 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.
- 6-5-5-6 Within twenty (20) calendar days after receiving the report(s) of the panel, the District and the JESPA will meet to discuss the report(s). No public release may be made until after such meeting.
- 6-5-5-7 The District and JESPA shall take official action on the report(s) of the panel not later than thirty (30) days after receipt of said report(s).
- 6-5-5-8 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 or legal counsel of the JESPA 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 they wish to inspect.
- 6-6-2 Timelines may be extended by mutual agreement of the parties.
- 6-6-3 Any employee may represent himself/herself or be represented by the JESPA or its designee at any step of the grievance procedure; and the administrator 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 the JESPA. The JESPA shall have the right to be present and to state its view at any step of the grievance procedure.
- 6-6-4 When it is necessary for a representative(s) designated by the JESPA to attend a meeting or hearing, which occurs during the workday, the representative(s) 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 the grieved act upon written request.
- 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 JESPA 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 - Association Rights

7-1 Dues Deduction

- 7-1-1 The District agrees to deduct from employees' salaries, dues for the JESPA as employees individually and voluntarily authorize, and to transmit the monies to the JESPA or its designated agent until September 30, 2016, upon which Article 7-1 will expire.
- 7-1-2 The JESPA will certify to the District in writing the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 7-1-3 Deductions referred to in Article 7-1-1 above will be made in installments each month for which the JESPA Authorization and Salary Deduction and Assignment Form is in effect. The District will not be required to honor, for any month's deduction, any authorizations that are delivered to it later than the 15th day prior to the distribution of the payroll from which the deductions are to be made.
- 7-1-4 Each month the District will provide the JESPA with a list of those employees who have voluntarily authorized the District to deduct dues.

7-2 Association Time

- 7-2-1 The District shall grant the JESPA Executive Board four (4) hours of release time per month for the purpose of holding its regular monthly meeting, in accordance with Article 7-2-4. Consistent with its needs, the JESPA will schedule its regular Executive Board meetings at times which will cause minimal disruption to the District's work force, and will notify the District in advance of such meeting dates. The JESPA shall give the office of Employee Relations five (5) days' notice of its regularly scheduled meetings. The JESPA will reimburse the District for all release time for their Executive Board meetings, from September 30, 2015 until the suspension of this provision on September 30, 2016.
- 7-2-2 The District shall, upon application to the office of Employee Relations, grant up to four (4) hours per week to the individual(s) identified by the JESPA for the purpose of grievance investigation. The JESPA will reimburse the District for all release time used for this purpose.
- 7-2-3 Release time shall be considered hours worked for purposes of calculating sick leave.

7-3 Professional Funds

- 7-3-1 JESPA and the District are committed to ensuring that Educational Support Professionals receive training to support their work. JESPA and the District agree they will meet annually in the spring to determine training needs and utilization of the \$35,000 professional development funds. The fundamental responsibility for ensuring employees have the skills they need is at the department level, and departments are encouraged to ensure sufficient funds are budgeted to provide accurate, adequate training needed by their employees. Departments are encouraged to collaboratively determine training needs and to consider on-line training, train-the-trainer opportunities, early release days, and other cost effective approaches.

7-4 JESPA President and Officers

- 7-4-1 The District shall grant release time up to sixteen (16) hours per week to the President of the JESPA or to an individual identified by the JESPA. The JESPA shall designate the person to be released no later than February 1st each year during the term of this Agreement. The specific days and hours of the week that the person is to be released shall be mutually agreed to by the District and the JESPA. By mutual agreement, the President of the JESPA, or identified individual, may be released from that employee's entire assignment during the term of office.

- 7-4-2 Once the person to be released has been designated, and the specific hours and days per week determined, there shall be no changes unless mutually agreed upon by both the District and the JESPA. The JESPA will reimburse the District for any release time granted under Article 7-4.

- 7-4-2-1 If full-time release is the selected option the District will protect the full-time released President's position for two (2) years. Full-time release beyond two years will either require Departmental concurrence to hold the position, or the President will need to bid on an open position to return to regular status, and Human Resources will facilitate interviews for a returning President bidding on positions.

7-4-2-2 Leave Accrual/Reporting

- A. The JESPA's full-time released President will continue to accrue sick leave and personal leave benefits. No vacation will be accrued during the term of his/her office.
- B. The President shall report sick and personal leave so that it may be deducted from the President's sick and personal leave accruals.

C. By October 1st of each year, the President, JESPA and the District will meet and mutually agree upon the method for such reporting.

D. Any vacation time accrued prior to the President's term will be retained and restored at the end of his/her term.

7-4-2-3 Upon returning to their previous District position, the President's current salary grade and step will be retained. For any other position secured through the bid process, salary will be determined based on the procedures in place at the time of return.

7-5 JESPA Representatives

7-5-1 The JESPA shall have the right to a representative at each site which houses employees, as identified in Article 1-1. The JESPA will be allowed one (1) representative and one (1) alternate for each site identified above. The JESPA shall designate its representative and alternate in writing and shall provide the District with a master list by February 1 of each year during the term of this Agreement. The District shall recognize such changes only upon official notification from the JESPA of the name and location of the change in the JESPA representative or alternate.

7-5-2 The representative shall have the right to schedule JESPA meetings before or after working hours, where such meetings do not interfere with the normal duties of employees, except when the appropriate administrator determines approval cannot be granted.

7-5-3 The JESPA representative(s) shall not be singled out or discriminated against because of their involvement with the JESPA.

7-6 Use of District Facilities

7-6-1 The JESPA shall have the right to use non-school District facilities for JESPA meetings without cost, except when a director or supervisor, for good cause, determines approval cannot be granted. The JESPA shall have the right to use schools following the Building Use policies and costs in place. The JESPA will have the right to place meeting notices in the Messenger at no charge.

7-6-2 The JESPA shall have the right to place notices, circulars, and other materials on District bulletin boards designated by the appropriate administrator, and in employees' mailboxes. As a courtesy, copies of all such materials shall be given to the administrator.

7-6-3 The JESPA shall have the right to deliver its materials through the school delivery service, and the JESPA Office shall be allowed the same delivery services furnished to school buildings. In cases where volume may cause a delay in delivery, the District will notify the JESPA, and a mutually agreed upon

delivery date will be established. The JESPA shall deliver its bulk mailings to the central mailroom and sort the mail for delivery to each school and job site.

- 7-6-4 The JESPA shall have the right to access electronic media to communicate with their membership. The District will not have to create additional e-mail addresses; JESPA will not transfer printing costs by using e-mail; and, all electronic communication will be done within District policy.

7-7 Policies, Regulations and Job Descriptions

- 7-7-1 District Policies and Regulations are maintained on-line and accessible to JESPA. The District will provide copies of any proposed changes to Policies and/or Regulations to the JESPA when they are presented to Cabinet for a thirty (30) day study.

- 7-7-2 Job Descriptions will be available on-line.

- 7-7-3 When changes are made to an employee's written job description, the employee will be notified by his/her direct supervisor.

- 7-7-4 When any change in an employee's job description requires training, that training will be provided to the employee by the District before the new job function can be used to evaluate the employee.

- 7-7-4-1 When all affected employees cannot be trained at once, a process to identify the order in which the employees will be trained will be developed by the department and affected employees.

Article 12 - Leaves of Absence and Paid Leave

12-1 Sick Leave Accruals
(Articles 12-1 through 12-5 excludes Paraprofessionals/Clinic Paraprofessionals)

- 12-1-1 Prorated employees will accrue one (1) workday of sick leave for each month of service rendered.

- 12-1-2 All other employees will accrue sick leave in accordance with the following schedule:

- Food Service Prep Managers will receive nine (9) workdays per work year.
- Bus Drivers and Assistants will receive nine (9) eight (8) hour workdays per school year.
- Hourly employees will receive one (1) hour for every twenty (20) hours worked.

12-1-6 Upon retirement, employees will be compensated for unused sick and personal leave. To be eligible for payment, the employee must have served at least twenty (20) years in the District and be retiring from active employment. Years of service will be calculated by totaling all time worked in positions covered by an association. The formula used to pay eligible employees will be the total of accrued sick and personal leave hours up to a maximum of six hundred and sixty (660) hours, divided by the employee's standard daily hours, multiplied by .0015, and then multiplied by the annual base salary, but not less than a minimum of \$25.00 per day.

12-6 Paid Leave
(Articles 12-6 through 12-8 apply exclusively to Paraprofessionals/Clinic Paraprofessionals)

12-6-5 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. Years of service will be calculated by totaling all time worked in positions covered by an association. 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, multiplied by .0015, and then multiplied by the annual base salary, but not less than a minimum of \$25.00 per day.

Article 13 - Vacation and Holidays

13-1 Vacation

13-1-6 For the purpose of vacation accrual rate computation, any employee who is hired into a twelve-month position which entitles them to vacation accrual will be credited for months worked as a regular employee.

13-2 Holidays

13-2-1 Twelve-month prorated employees will be granted the holidays established by the Board in its annual calendar.

13-2-3 Regular employees, excluding Paraprofessionals/Clinic Paraprofessionals, will receive pay on the basis on actual scheduled hours worked as determined and approved by the supervisor at their regular rate for Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Memorial Day, and Labor Day.

13-2-4 Regular bus drivers and assistants will receive pay on the basis on their bid time at their regular rate for Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Memorial Day, and Labor Day.

Article 15 – Corrective Action

15-1 Performance Management

15-1-1 The District and JESPA recognize the importance of having a competent staff to support the education of students. Subsequently, the District is committed to providing employees with the necessary job training to enable those employees to meet performance expectations and standards.

15-1-2 While employees are expected to know and adhere to District behavior and performance standards, the District recognizes the benefit of continuous performance feedback and coaching to ensure standards are met.

15-1-3 The formal performance management process will include the following steps:

Letter of Direction: Employees retained beyond the new hire probationary period should continue to be provided instruction and feedback related to performance expectations and District standards. When informal feedback is ineffective in bettering performance, the deficiencies shall be documented in a Letter of Direction.

Performance Improvement Plan: If after receiving a Letter of Direction, an employee's performance continues to be deficient, the supervisor will develop a Performance Improvement Plan to track improvement and provide regular coaching regarding the particular standard deficiencies.

Demotion or termination: Employees that do not show sufficient improvement after the execution of a Performance Improvement Plan may be terminated or demoted to a vacant position in which the deficient skills are not required.

15-2 Employee Misconduct

15-2-1 The District recognizes the benefit of a progressive disciplinary process. The procedure for progressive discipline, where 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: Termination.

15-2-2 In cases of intentional violation of District Policy or conviction of a felony, the employee is subject to immediate discharge as determined by the Office of Employee Relations.

- 15-2-3 The District may suspend, demote or discharge an employee for willful abuse of leave benefits.

15-3 General

- 15-3-1 While employees are entitled to due process, the District shall have the right to discipline and/or separate employees for just cause as defined in Article 1-5-1.
- 15-3-2 All discipline, including termination, may be subject to the grievance process.
- 15-3-3 Employees subject to formal performance management or disciplinary action shall be notified prior to such action and given the opportunity to request JESPA representation.
- 15-3-4 Because misconduct may detrimentally impact performance, the corrective action processes outlined in this article shall not be construed to be mutually exclusive.

Article 17 - Benefit Programs

- 17-1 Benefit programs under this agreement for full-time employees include:

- Medical
- Health savings account (must be enrolled in a qualifying health plan)
- Health care flexible spending account
- Dental
- Vision
- Dependent care flexible spending account
- Employer-paid, basic life and accidental death and dismemberment insurance
- Employer-paid short-term disability insurance
- Employer-paid long-term disability insurance

- 17-1-1 The district will provide a contribution toward the cost of medical as follows:

- 17-1-1-1 A monthly contribution of \$515.00 to offset the cost of enrollment in a district medical plan or

- 17-1-1-2 A monthly benefit allocation of \$80.00 to individuals who affirmatively elect to waive district medical coverage and provide initial proof, renewed each year during the annual benefits enrollment period, substantiating their enrollment in another group medical plan. No payment shall be made for enrollment in a private policy or one purchased through a State or Federal exchange.

17-2 Benefit programs under this agreement for part-time employees who are regularly scheduled for 20 to less than 30 hours per week include:

- Dental
- Vision
- Dependent care flexible spending account
- Employer-paid basic life and accidental death and dismemberment insurance
- Employer-paid short-term disability insurance

17-2-1 Part-time employees, who are regularly scheduled for 25 to less than 30 hours per workweek, shall also be provided employer-paid long-term disability benefits.

Article 20 – Food Services, Transportation, Maintenance, and Paraprofessionals/Clinic Professionals

20-2-3 Utility Driver Positions:

The District will continue to employ a minimum of twelve (12) utility driver positions at thirty-seven and one-half (37.5) hours per week. Additional utility driver positions will be at least twenty-five (25) hours per week.

MEMORANDUM OF UNDERSTANDING

Compensation 2014

(Reference: Article 19 of the September 1, 2013 – August 31, 2019 JESPA Negotiated Agreement and the Salary Schedules)

Employees who receive a satisfactory evaluation* for the 2013-2014 school year will receive a one-step increase. A satisfactory rating will be assumed for those employees who did not receive an evaluation for 2013-2014. Employees with an overall performance rating of “does not meet one or more district standards” shall not receive a step increase. For employees in the salary hold periods in steps eight (8), eleven (11), sixteen (16), and twenty-one (21), step calculations will be based on seniority/experience accrued during the period wages were frozen.

**A satisfactory evaluation rating for the 2014 compensation agreement includes Exceeds in One or More District Standards, Meets District Standards and Moving Toward District Standards.*

MEMORANDUM OF UNDERSTANDING

Affordable Care Act 2014

(Reference: Article 17 of the September 1, 2013 – August 31, 2019 JESPA Negotiated Agreement)

Upon implementation of the applicable employer shared responsibilities provision of the Affordable Care Act (expected to be July 2015, with a first deduction in June 2015), the parties agree that the District will provide a standardized health insurance benefit package, including a \$515.00 benefit contribution, across all JESPA and employees who average 30 or more hours in the work week. JESPA acknowledges that upon implementation of the package, some employees will no longer be eligible to enroll in, purchase or receive any form of District provided medical insurance or employer contribution. The District has agreed to assist impacted employees by providing information about options available to them through the Colorado health care exchange.

MEMORANDUM OF UNDERSTANDING

Evaluations 2014

(Reference: Article 8-8 of the September 1, 2013 – August 31, 2019 JESPA Negotiated Agreement)

Both parties have committed to review the evaluation process prior to the 2015-2016 negotiations. The parties agree to clarify the rating of “moving towards district standards” in the evaluations. The intent is to ensure that employees who have been in their current position for more than a year and who achieve an overall performance rating of “moving towards district standards” will not be considered for future compensation increases.

MEMORANDUM OF UNDERSTANDING

Compensation Agreement 2015

Compensation: Employee will receive a 1% increase for the 2015-2016 school year, unless the employee receives an overall performance rating of 'does not meet' for the 2014/2015 school year. There will be no step movement for the 2015/2016 school year.

PERA: For the 2015-2016 school year, the .5% increased cost of SAED PERA contributions will be covered by what would otherwise have been a salary increase for employee. This represents an additional .5% compensation increase to JESPA employees.

MEMORANDUM OF UNDERSTANDING

Compensation Agreement 2016-2017

This memorandum of understanding ("MOU" is made and executed by and between Jefferson County School District R-1 ("the District") and the Jeffco Education Support Professionals Association ("JESPA").

The District and JESPA recognize that hiring and retaining qualified, experienced support professionals is critical to both parties, and offering competitive wages is an important component to accomplishing this goal. In accordance with Master Negotiated Agreement Article 5-4-2, the parties convened to negotiate monetary issues, including annual salary increase, step advancements, and taskforce initiatives. As a result, the parties agree to the following:

- 1) Current JESPA employees who were eligible for step advancement and receive a satisfactory evaluation will receive one- step advancement for the 2016/2017 school year.
- 2) The entire JESPA salary schedule will receive an ongoing increase of .5% beginning in the 2016/2017 school year.
- 3) Current JESPA employees in a hold step and not eligible for salary step advancement, steps eight (8), eleven (11), sixteen (16), and twenty-one (21), will receive a one-time stipend equal to 3.5% of their present base annual salary to be paid in October 2016.
- 4) Current JESPA employees who were eligible for a salary step advancement will receive a one-time stipend of 1.5% their present base annual salary to be paid in October 2016.
- 5) For the 2016-2017 school year, the .5% increased cost of SAED PERA contributions will be covered by what would otherwise have been a salary increase for employee. This represents an additional .5% compensation increase to JESPA employees.

- 6) The District and JESPA acknowledge that budgetary savings and underspend is estimated by the District throughout the spring budgetary process and ultimately is not actualized until all final calculations are made in the fall. The parties agree to convene a compensation subcommittee in the Fall of 2016 contingent upon additional available funds. The District will advise JESPA of the availability of funds, if any, as soon as that determination is made and will discuss distribution of such funds.
- 7) The District and JESPA acknowledge and value the work of the Benefit Advisory Committee. The parties mutually ask and encourage the Benefit Advisory Committee to explore options that would make the costs of family coverage more affordable.
- 8) The District and JESPA agree that prorated pay for education support professionals that do not work year round provides a consistency value for employees but also causes compensation delays. To ensure we are dispersing pay in a way that attracts and retains qualified employees, the parties agree to evaluate the value of prorated pay as well as explore other compensation options that may better meet the needs of our employees.
- 9) The District and JESPA are committed to creating and maintaining a school environment that is conducive to student learning and safe for employees. Consequently, the parties agree to establish a taskforce to explore ways to mitigate employee injuries that can occur when supervising and handling students.