

COMPENSATION AND BENEFITS
PROGRAM

For

Classified Employees

Douglas County School District RE-1

For the Period

July 1, 2013 through June 30, 2014

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COMPENSATION AND BENEFITS PROGRAM
For
CLASSIFIED EMPLOYEES

This DOUGLAS COUNTY BOARD OF EDUCATION hereby establishes the following as its Compensation and Benefits Program ("CBP") for certain classified employees who are not operating under a separate agreement and who are employed by the Douglas County School District. ("School District," "District," or "the Board.")

I. GENERAL PROVISIONS AND DEFINITIONS

A. Covered Employees

1. Classified Employees. This CBP includes those classified employees of the District in non-exempt job categories (listed in Exhibit A) not otherwise operating under a separate agreement, and excluding:
 - substitutes
 - temporary employees
 - contract employees
 - employees who have immediate access to confidential information
 - all employees in the professional technical job areas
 - all administrative positions
 - all positions licensed by the Colorado Department of Education except for the positions of Sign Language Interpreter/Tutor, Certified Occupational Therapist Assistant (COTA), Occupational Therapist Assistant (OTA), and Speech & Language Pathologist Assistant
 - any person or employee hired, selected and supervised by a charter school
2. Non-administrative positions excluded from this CBP are listed in the attached Exhibit B.

B. Term

The provision of this CBP shall be in full force and effect from July 1, 2013 through June 30, 2014. Any changes to the terms and conditions provided herein shall be made only upon a vote of the Douglas County Board of Education, and only in accordance with applicable law.

C. Definitions

Board of Education. The terms "Board" or "Board of Education" refers to the governing board of the District as appointed and constituted consistent with Colorado law.

Continuous Service. An employee's continuous service with the District means the period of time since the most recent hire date for which the employee has been continuously employed. Service is also deemed to be continuous if an employee is on approved leave. Any employee who has resigned must return to work within one (1) year for employment service to be deemed continuous. Being off work for more than one (1) year is considered to be a break in employment.

Department. The term “department” refers to a functional division or operating unit within the Douglas County Schools, such as the Special Services Department, Human Resources Department, Maintenance Department, or Transportation Department.

District. The term “District” refers to Douglas County School District RE-1, a school district organized and operating under the laws of the State of Colorado.

Employee. The term “employee” refers to an individual who has been hired by the District to perform the duties of a particular position and who has successfully passed through all steps of the District’s employment process.

Exempt Employee. The term “exempt employee” refers to an employee of the District who is deemed exempt from the overtime provisions of the Fair Labor Standards Act, as amended.

Job Assignment. The term “job assignment” refers to a particular site or department where the work is to be performed by an employee, and bearing a title indicating membership in a job classification. (Example: Educational Assistant at Eldorado Elementary School.)

Job Classification. The term “job classification” refers to a group of jobs that share similar duties and responsibilities and are assigned a common job title and a common job description. (Example: Educational Assistant)

Job Responsibilities. The term “job responsibilities” refers to the delegation of particular job duties and responsibilities or tasks to be performed by a particular employee holding a job assignment appropriate to the duties assigned. (Example: Educational Assistant at Eldorado Elementary--Copy Room. For a TEA, the job responsibilities are the route package.)

Job Status. The term “job status” includes the following:

- Probationary Employee. A probationary employee is an employee working as a full-time, part-time or internal services self-funded program employee, who has not completed 90 scheduled work days of service after beginning employment with the District.
- Regular Employee. A regular employee has satisfactorily completed the 90 calendar day probationary period and is continuing in District employment.
- Full-Time Employee. A full-time employee is an employee who is regularly scheduled to work at least 35 hours per week up to 40 hours per week, for a minimum of 168 work days per school year.
- Part-Time Employee. A part-time employee is an employee scheduled to work an average of less than 35 hours per week, for a minimum of 168 work days per school year.
- Long-Term Substitute. A long-term substitute employee is an employee who is taking-over duties of an absent employee for a specific period of time, up to 90 work days.

- **Temporary Employee.** A temporary employee is an employee whose total duration of job assignment is expected to be for a specific period of time, up to 168 days.
- **Substitute Employee.** A substitute employee is an employee who is employed on an as-needed basis in place of a full-time or part-time employee for a continuous period of less than 10 work days in any one position.
- **Internal Services Self-Funded Program Employee.** An internal services self-funded employee is an employee who works in one of the District's self-funded programs, such as Before & After School, Intercession, Pre-School, Nutrition Services or other program(s) required to generate revenues to support their operation.
- **Charter School Classified Support Staff Employee.** A charter school classified support staff employee is any person or employee hired, selected and supervised by a charter school.

Non-Exempt Employee. The term “non-exempt employee” refers to an employee who is deemed not exempt from the overtime provisions of the Fair Labor Standards Act, as amended.

Pay Grade. The term “pay grade” refers to a particular level of compensation characterized by a minimum salary level and a maximum salary level to which one or more job classifications are assigned for pay purposes based on judgment about market conditions and the skill, effort and responsibility of the job.

Route Package. Route packages for Transportation Education Assistants identifies the hours, the area(s) served, and schools served, and any other work duties which are part of the assignment.

School Year. The term “school year” means the period beginning on the first day of July and ending on the thirtieth day of June.

Site. The term “site” as used in this CBP, shall refer to a physical location where employees of the District are assigned to work or to report for work.

Superintendent. The term “Superintendent” refers to the individual duly appointed to serve as the Superintendent of Schools of the Douglas County School District RE-1 by the Board of Education.

Supervisor. The term “supervisor” refers to an employee of the District whose responsibilities include the management, supervision or direction of one or more District employees, and includes such functions as evaluating, scheduling, reprimanding, counseling, and/or disciplining another District employee, or making recommendations to another District official regarding any of the foregoing.

II. PERSONNEL FILES

A. Personnel File

The Douglas County Schools Department of Human Resources shall maintain the official personnel file for each employee. Derogatory material shall not be placed in the file unless either the employee acknowledges having received and/or read the material as indicated by the employee's signature on or referencing the document, or by a signed notation by a District official indicating that the employee was given the opportunity to sign the document and refused or failed to do so; however in any event, material furnished by the employee and copies of correspondence addressed to the employee shall not require the employee's signature.

It is further understood that the employee's signature or acknowledgment of having read the material does not signify that the employee agrees with its content. No anonymous communication shall be included in the file. Anonymous communications may not be used as evidence against an employee.

B. Supervisor's Working Files

A supervisor's working file includes information that a supervisor gathers on an ongoing basis that might be used in conferring with an employee, or as part of a formal employee evaluation. This information will be purged unless it is referenced in the summative evaluation document. If the information is used in a summative evaluation document, it will be placed in the employee's official personnel file, and such material will be provided to the employee.

C. Access to the Personnel File

Employees shall be given access to the portions of their employee personnel or supervisor's working file as guaranteed to them by the Colorado Open Records Law upon seventy-two (72) hours' notice to Human Resources. The employee shall have the right to be provided with copies of materials to which he/she is entitled at the employee's expense. The District may charge a reasonable fee for copies of personnel file contents.

D. Manner of Retention

The District is converting personnel files to electronic or file imaging systems. Accordingly, employee personnel files may not exist in paper format and some records may exist only in electronic form.

III. WORK ASSIGNMENTS AND CHANGES

A. Job Assignments, Transfers and Reductions

The provisions of this Section shall apply to all employees. In addition, job assignments for Transportation Education Assistants are governed by Exhibit C attached to this CBP.

1. Postings.

- a. In order to provide career enhancement opportunities for employees, and to allow existing employees to express interest in other vacant District positions, the District will post vacant classified job positions for a period of ten (10) the job be expeditiously filled, in which case, the posting will be for five (5) consecutive work days. Each posting will indicate the date that the position closes. Postings shall be accomplished by posting the notice on the District's Human Resources Department website.
- b. Positions which are to be filled by employees who are being reassigned by the District will not be subject to the posting requirement. An administrator or supervisor may change an employee's job responsibility(ies) within the same classification at the same rate of pay and increase or decrease hours of employees within the same work location or division without posting the position.

2. Transfers.

- a. Only employees who have completed ninety (90) calendar days in their current position are eligible to apply for a posted vacancy. Employees wanting a transfer to a posted position for which they are qualified must complete the online application process located on the District website no later than noon (12:00 P.M.) on the posted closing date.
- b. The appropriate supervisor or hiring official will review all requests for transfer which are submitted by the deadline. The hiring official will screen all requests and determine which requests are from employees who do not meet minimum qualifications who will be removed from consideration and informed of that fact. From among the remaining requests, the hiring official will determine which employees to consider for further interview or selection processing. There is no assurance that all District applicants will be interviewed for a vacant position. The hiring official or the District will inform successful candidates and additionally notify all candidates who were interviewed and not selected. The District will, upon employee request, provide feedback on his/her qualifications for the position. The judgments or decisions made by the hiring official or other District personnel in carrying-out the selection process and the hiring of staff are not subject to review or appeal.

3. Involuntary Transfers due to Changes in Program or Student Enrollment. An employee may be transferred from one school, site or department within the School District to another when programs are moved or modified, or when student enrollment changes.

- a. When making decisions, the site administrator must first ask for a volunteer from those employees with satisfactory performance.
- b. Based on program needs, the Superintendent or his/her designee will determine which employee(s) shall be involuntarily transferred.
- c. After the decision is made, the site administrator must provide an employee notice explaining specific reasons for the involuntary transfer. Upon request, written notice will be provided.

After notice of involuntary transfer has been provided to an employee, Human Resources will assist an employee to find another position for which she/he is qualified in the same classification at the same rate of pay at another District location. The employee must accept the offered assignment within five (5) working days. This five day acceptance period may be shortened to accommodate unanticipated program needs. The District has no further obligation to an employee who does not accept the offered position.

4. Reduction in Force (RIF). A reduction in force may take place when the Board of Education decides that a financial exigency exists or is expected to occur during the next fiscal year, or a program or operational change is to be made that justifies the cancellation of one or more support employee positions. A reduction in force ("RIF"), as defined here, only occurs when one or more employees will become unemployed as the result of the cancellation of positions and in which no other position with that classification exists at the time of the reduction.
 - a. When reduction in the work force occurs, downsizing decisions will be based on one or more of the following criteria:
 - i. Unique qualifications or skill sets required to meet specific program needs;
 - ii. Evaluation
 - iii. Documented performance over time
 - b. When the criteria above does not differentiate employees, years of service will determine the final decision.
 - c. Reduction in Hours/Days. When an employee's annual hours have been reduced 25% or more, or the reduction has caused the employee to drop to a lower insurance benefit tier, the employee may decline the position offer in order to be placed on the Reduction In Force (RIF) list.
 - d. Vacancies during RIF period.
 - i. Site Postings: Building Administrators may choose to post and fill vacant positions at their site with any qualified classified employee already at their site before creating an in-district posting. Site postings must be visible to all classified employees at that location for a minimum of five (5) calendar days.
 - ii. In-district postings: After site postings and interviews are completed, all remaining vacancies will be posted in-district only. All qualified in-district employees may apply. Qualified employees on the RIF list who make application for the in-district vacancy must be screened.

5. Involuntary Administrative Placement. An employee may be moved from one school, site, or department within the School District to another by the Superintendent in order to meet the educational/operational needs of the School District.
 - a. Written notice of involuntary placement explaining specific reasons for the change shall be provided to the employee.
 - b. After notice and placement, an employee shall have a right to a conference with the appropriate administrator and, if not satisfied with the results of the conference, the employee may have a conference with the Superintendent or his/her designee.

B. TEA Route Packages

Transportation Education Assistant (TEA) is employed at a specific transportation terminal which is considered the TEA's worksite. TEA job responsibilities are referred to as a Route Package.

1. Route Creation and Assignment. The District will create TEA Route Packages, consistent with the guidelines set forth in this section. Exhibit C identifies the route package selection process for TEAs hired before March 1, 2007. Section IV.A. Wages and Rates of Pay, identifies the route package assignment process for TEAs hired after March 1, 2007. Route packages for Transportation Education Assistants will identify the hours, the area(s) served, and schools served, and any other work duties which are part of the assignment. All route packages will provide a guarantee of at least thirty-five (35) hours of work per week. Packages that have no year-round schools attached, and which are accordingly a 9-month package, may be combined with a 20-hour per week summer relief package if such a package or such work is available.
2. Change of Route Package. Routes and route packages may be changed due to such factors as additional students being served, changes in student programs, discontinuance of service to some students, the need to split routes, reassignment of drivers and other factors. District may change route packages when the configuration of the route packages results in drivers or TEAs working overtime.

C. Temporary Assignment

A classified employee who is assigned to, and performs the responsibilities of another classified employee for a continuous period of ten (10) work days or more will be paid for the hours worked in that assignment on the same basis as if he/she had been permanently assigned to that position, or the employee's regular rate of pay, whichever is higher. At the conclusion of the temporary assignment, the employee's pay will revert to the pay rate appropriate to his/her former position and he/she will be treated as having continuously worked in that assignment for the purpose of any pay or benefit determinations.

D. Employee Evaluation

1. Employee Job Performance. Employee job performance is evaluated using the District classified employee evaluation process. The evaluation process is set forth in a separate document and is not part of this CBP.
2. Modification to Job Performance Evaluation System. Any modification to the classified employee job performance evaluation system must be made prior to the school year when the modification is to become effective. The District may consult with a representative group of employees to discuss revisions to the classified employee job performance evaluation system.

E. Resignation

An employee should provide the District at least two (2) weeks written notice of his/her resignation from employment. This notice maintains the employee's good standing in the event the employee seeks employment with the District. The desired notice may be waived or modified by the Human Resources Department. An employee may not use paid personal or vacation leave during the last two scheduled work weeks of employment. Unauthorized time off will not be paid during this period.

IV. COMPENSATION

A. Wages and Rates of Pay

1. 2013-2014 Compensation. Employees hired prior to March 1, 2013 will be paid the same base pay as the previous year, with the addition of an increase in pay approved by the Board of Education and shown in Exhibit D. The increases are based on their performance rating in the previous year.
2. 2013-2014 Lump Sum Payment. Employees hired prior to March 1, 2013 will be paid a one-time lump sum payment based on their performance rating in the previous year.
3. Employees who are currently working under discipline are not eligible for increases or lump sum payments.
4. Pay Ranges. Each job classification is assigned to a pay range (Exhibit A) in the District's Classified Employee Salary Schedule. All employees will be paid a wage at least equal to the minimum rate for the pay range to which they are assigned, and not to exceed the maximum of the range. Pay rates are as set forth in Exhibit D, attached.
5. Initial Placement. When initially employed by the District, each classified employee will be assigned a pay rate within the range for his/her position. The initial placement determinations are made by the District Human Resources Department.
6. Repayment for Errors. In the event the District or the employee becomes aware of a wage or compensation error, the District or employee shall immediately notify the other party. Thereafter, an adjustment or repayment shall be made but only for a period of 12 months prior to the date of discovery.

7. Employee Transfer. When an employee voluntarily transfers to another job classification which is paid a rate of pay different than that of his/her previous job classification, the employee's individual pay rate will be adjusted.

When an employee transfers to a job classification paid at a lower rate, the employee's new rate of pay will be adjusted to maintain the same percentage over the minimum rate as in his/her previous position, or the employee will be placed at a rate which recognizes the employee's relevant prior job experience, whichever is more advantageous to the employee.

8. Work Week. The basic work week consists of seven (7) consecutive twenty-four (24) hour periods, commencing on Sunday at 12:01 A.M. and running through Saturday at midnight.
9. School Year and Work Year. The "school year" and "work year" are both the identical twelve (12) month period, commencing on July 1 and ending on June 30.
10. Work Schedule. The employee's work schedule, consisting of specific work starting and ending times, identified lunch breaks, amounting to a certain number of hours per week not to exceed forty (40) hours, will be set by the supervisor or administrator. The work schedule may be modified or adjusted by the supervisor as necessary, and upon reasonable notice to meet work requirements and to avoid the necessity of working additional or overtime hours. When developing and/or modifying work schedules, the supervisor shall give consideration to, but not be bound by, employee preferences. Any modification made by the supervisor should consider and seek to reasonably accommodate the employee's personal and family obligations. The employee may not work additional or overtime hours without the supervisor's advance approval, except in the case of an emergency.
11. Lunch Breaks. Classified employees who are scheduled to exceed five (5) continuous hours in the day will be scheduled for an unpaid, uninterrupted one-half (½) hour lunch period during the work day. It is intended that the lunch break occur during the work day to provide the employee a break to mentally refresh and attend to personal needs, including food and drink. While the District will attempt to schedule the lunch break in proximity to normal meal breaks District recognizes that a significant number of District employees are involved in supervising or providing services to students during student lunch breaks which of necessity, requires that employees breaks may be scheduled at less convenient times.
12. Work Breaks. Classified employees who are scheduled to work between two (2) and up to six (6) hours will be provided one (1) formal or informal break at a reasonable time during the work period of up to fifteen (15) minutes to attend to personal needs. Classified employees who are scheduled to work six (6) or more hours per day will be provided a total of two (2) formal or informal breaks of up to fifteen (15) minutes each at a reasonable time during the work period to attend to personal needs during the work day. Such breaks will not result in a deduction from pay. Breaks are designed to break up and not shorten the work day.

13. Recording Time Worked. All time worked must be accurately recorded each day. All recording of time entries and filling out paper time sheets and any exception reports, including the swiping of cards to make entries in the automated time management system, must be done personally by the employee.
14. Absence and Tardy Reporting. Classified employees must follow department, building or division procedures for reporting to their supervisor or his/her designee when they will be late for work or when they will be absent. Such reports should be made in advance and if that is not possible, then as soon as feasible thereafter.
15. Overtime and Extra Hours. An employee will be paid at a rate of 1½ times his/her regular hourly rate of pay for any hours actually worked in excess of 40 hours per week of work. Holidays and vacation days are not considered "hours worked" with the exception of those employees required to work a District event that occurs during the week of a holiday and Transportation Education Assistants who are required to complete a route. An employee who works two or more jobs during the work week and is paid different rates for each job will have his/her "overtime" rate determined by blending the regular rates of the two or more jobs. All work in excess of forty (40) hours in any work week, or any work in excess of the employee's regular schedule requires advance approval of the supervisor or designee, except in emergency situations. Hours actually worked in addition to the employee's regularly scheduled hours will be paid at his/her regular rate of pay, or in compensatory time on an hour-for-hour basis unless the total hours actually worked during the work week exceed forty (40) hours. When an employee works overtime, as defined herein, the employee may be compensated for such overtime in either pay or compensatory time, provided that the supervisor must decide prior to the performance of the work whether the overtime will be compensated by overtime pay or by compensatory time off. All overtime and compensatory time must be recorded in accordance with procedures established by the department, division or building. Compensatory time may accumulate to a maximum of 120 hours.
16. Using Compensatory Time. Compensatory time for "overtime" hours is credited at a rate of 1½ times the "overtime" hours worked. An employee must make a request of his/her supervisor to take such time off. Such requests will be granted if the use of the compensatory time does not unduly disrupt the operations of the employee's school or department. Additionally, any unused compensatory time accumulated by the employee by December 31 of each year will be paid to the employee at the employee's then-current rate of pay.
17. Delayed School and Early Dismissal. The Superintendent may delay school starting times or dismiss schools early due to severe weather or other emergencies. When schools are on a delayed start schedule, employees should arrive at their work site as close to the normal starting time as is safely possible. In those events when schools are dismissed early or start late and employees are permitted to shorten their work day, employees may make up the time missed at a later date if approved by the employee's supervisor. The employee may also choose to use accumulated personal leave, compensatory or vacation time to fill-out the lost hours and maintain expected compensation levels; otherwise, the employee will not be paid for the hours of work issued.

18. District-Declared Snow Days/Emergency Closure. An emergency closure occurs when the District closes a school, work site, an area of the District or the entire District due to adverse weather conditions or another condition requiring an unscheduled closure. Snow and ice are examples of adverse weather. Other conditions that could cause closures include problems at a site, a system failure such as a water main break, heating system failure, or roof collapse. In the event of such an emergency closure, full-time, part-time and limited part-time classified employees will be governed by the following provisions:
 - a. Essential personnel are those employees predetermined by the Chief Human Resources Officer or his/her designee. Responsibilities of essential employees include responding to the type of situation causing the closure or performing a time sensitive or critical District function that would have an adverse impact on the District if not performed on a specific day.
 - b. In the event of an emergency closure the following apply:
 - i. Only essential personnel are to report to work at the affected sites. Essential personnel will be paid their regular rate of pay plus one and one half (1½) times their regular rate for the hours actually worked. Essential personnel reporting to work will be paid a minimum of 2 hours.
 - ii. Non-essential employees who do not report to work on emergency closure days will not be paid unless they use paid leave.
 - iii. At the discretion of the supervisor, the employee may work from home, make up work at a later date, use paid leave (vacation, personal, compensatory) or dock time.
 - iv. Essential personnel who are notified by their supervisor not to report or who are unable to report to work will be treated as non-essential personnel.
 - v. Substitutes, long-term substitutes or temporary employees are not to report for work and will not receive any compensation for the time.
 - vi. If, because of state attendance requirements, the District is required to schedule make-up time due to emergency closure, classified employees affected will be required to work the make-up days so scheduled.
19. Payroll and Payday. All payments of salary to employees are subject to legally-required and voluntary payroll deductions. The District payday is the 20th day of the month. The District strongly encourages employees to sign-up for direct deposit of the employee's paycheck.

B. Classroom Coverage

1. Requirements.
 - a. Classified employees who provide continuous classroom coverage as a substitute teacher for one or more hours must hold a current substitute authorization through the Colorado Department of Education, which must be on

file with the District substitute office. The authorizations that are necessary differ based on the employee's educational attainment. The District substitute office can assist with determining the specific requirements.

- b. Classified employees who do not hold a current substitute authorization may provide continuous classroom coverage as a substitute teacher for one (1) hour but not to exceed two (2) hours if they have on record a completed behavior management class.
2. Compensation. Classified employees who provide continuous classroom coverage as a substitute teacher of at least one (1) class period or one (1) hour (whichever is less), and meet the above requirements will be compensated at the employee's regular hourly rate of pay or the classroom coverage rate of \$15.00 per hour, whichever is greater, for each such period of continuous classroom coverage. Consistent with the District's payroll practices, starting and ending time of substitute service is rounded to the nearest quarter ($\frac{1}{4}$) hour.
 - a. A classified employee may only be paid for performing one (1) job at a time. Hours recorded as having been worked as a substitute teacher providing classroom coverage cannot also be recorded as hours worked in the employee's regular job. The classroom coverage pay provided in this section is in lieu of the employee's regular pay during the hours when the employee is providing classroom coverage services. The employee must also comply with other District timekeeping and recording requirements that may be in place from time to time.
 - b. Employees must submit to Payroll either a copy of their substitute Authorization Certificate or a transcript indicating completion of a behavior management class with their timesheet in order to receive the adjusted rate.
 - c. This requirement and payment option does not apply to Special Education Assistants who provide classroom coverage for a teacher who is attending a student's staffing meeting at the school.

C. License and Certification Requirements

1. A number of District positions require the employee to possess a license or certification indicating that the employee possesses certain knowledge or skill related to the particular job as a condition of employment.
2. Whenever the District requires that an employee possess and maintain a license or certificate in order to perform the essential functions of the job, the District will reimburse the employee the cost of renewing the license or certificate while employed by the District. This provision does not apply to a basic Colorado Driver's License but does apply to a Commercial Driver's License (CDL) where required by the District.
3. If an employee fails to maintain a required license or certificate, the District may remove the employee from the job and/or terminate the employee in accordance with District policy.

D. Mileage Reimbursement

Employees who are required to use their personal vehicle while providing service to the District will be reimbursed at the rate approved from time to time by the Internal Revenue Service as the allowable business mileage rate. Miles driven by the employee from home to work and from work to home are not eligible for such reimbursement. However, employees who are required to return to work after the completion of their normal work day are eligible for reimbursement for miles incurred. Employees will be paid for miles driven between work locations. Employees are responsible for submitting mileage reimbursement forms to their supervisors in accordance with District and department procedures.

E. Performance Pay Components

1. System Development. The District's Pay for Performance Plan will compensate employees for high performance and help achieve the strategic vision of the District. This Plan offers opportunities for employees to participate on development committees and other working groups as the system is developed for Classified Staff over the 2013-14 school year.
2. Additional Responsibility Pay. The Additional Responsibility component of Pay for Performance is intended to compensate employees for participation on committees that develop and advance the strategic vision of the District. Compensation will be set by the Human Resources Department. Time spent outside scheduled work hours on approved committee activities is considered "time worked" for purposes of computing pay, including overtime.
3. Professional Development. The District will make professional responsibility opportunities available to employees that are related to advancing the District's Strategic Plan and vision.

F. Tuition Assistance Program

Douglas County School District encourages employees to obtain the skills necessary to develop professionally. Employees are eligible to apply for reimbursement of tuition and registration expenses from a college or university holding regional accreditation, or a nationally recognized and/or accredited trade/vocation organization.

To learn more about this program, please visit the Human Resources Department website > Documents and Forms then click on *Tuition Assistance for Classified/Certified*.

V. BENEFITS

A. Insurance Programs

1. Types of Coverage.

- a. Health/Medical Plan. For those employees covered by this CBP who qualify according to the table of scheduled work hours/year below, the District shall make a monthly contribution in an amount up to the “employee only” premium toward the available medical coverages selected by the employee.

Hours Worked/Year	District Contribution
1,183 – 2,088	100%
676 – 1,182	50%

- b. Health/Medical Coverage. The District will contribute up to the amount of the monthly single employee premium toward health/medical insurance coverage premiums for each full-time employee covered by this CBP. Employees who work less than full-time, but at least a half-time contract, are considered eligible for the District sponsored health/medical coverage plan at a prorated District contribution based on the employee’s employment status.
- c. Dental Coverage. The District will contribute up to the monthly single employee premium on the current District dental coverage plan for each full-time employee covered by this CBP. Employees who work less than a full-time contract, but at least half-time contract, are considered eligible for a prorated District contribution.

Note: The District will offer two dental plans. The District will pay the full cost of the monthly single employee premium for the District’s Basic Preventive Dental plan for each full-time employee covered by this CBP. Employees may elect to buy up to the enhanced dental plan and will receive a subsidy equivalent to the single employee premium for the District’s Basic Preventive dental plan. Employees who work less than a full-time contract, but at least half-time contract, are considered eligible for a pro-rated District contribution.

- d. Vision Coverage. The District will offer a voluntary vision plan which will be paid for by the employee. Employees who work less than a full-time contract, but at least half-time contract, are considered eligible to purchase this coverage.
- e. Life and Accidental Death and Dismemberment Insurance. The District shall provide Life and Accidental Death and Dismemberment insurance for employees working a .5 FTE or greater, in an amount equal to the employee’s annual salary, or \$50,000, whichever is less. Life and Accidental Death and Dismemberment insurance benefit reductions will apply at age 70. Additionally, Douglas County employees may participate in a supplemental group life insurance plan. Participation in any supplemental life insurance plan is at the employee’s expense on a payroll deduction basis.

- f. Disability Protection Coverage. The District will provide a long-term disability protection coverage plan and will pay the employee's premium for it.
- g. Short Term Disability. The District shall provide a short-term disability protection coverage plan and will pay the employee's premium for it. In order for the District to provide this coverage, each employee's sick leave balance will be reduced by the equivalent of one day per year. (See Chart, Article VII, Sec. A. 2.a.) Additional coverage may be purchased by the employee.
- h. Leave of Absence. Employees on an approved leave of absence without pay will not receive either pay or benefit contributions from the District (except for leave under the FMLA.). Any coverage for health, dental, vision, life and long-term disability insurance ceases on the last day of the last month worked. An employee may have the right to continue health insurance coverage as provided under COBRA, provided that the employee applies for such coverage continuation and makes timely payment of the required health insurance premiums.
- i. District and Employee Contributions. The District shall annually establish the respective contributions of the District or the employee toward the benefit plans.
- j. Liability Coverage. The District shall, at its expense, provide a legal defense and provide at least \$1,000,000 liability indemnification coverage for employees who are sued for actions occurring in the course and scope of their duties subject to the coverages, provisions and exclusions provided by the Colorado School Districts Self Insurance Pool. This coverage may be concurrent with the District's statutory duty to indemnify and defend employees under Colorado law.
- k. Legal Representation. The District shall, at its expense, provide legal advice and representation for all employees for all matters that fall within the course and scope of their duties. The District shall also pay any civil judgments that may be entered for matters that occur within the course and scope of an employee's duties. While personal legal matters for employees fall outside of this obligation, the Office of the District Legal Counsel will assist employees by providing referrals to independent attorneys for employees and their dependents who can provide independent legal advice and representation.

B. Employee Self-Service Portal

Employees can view Sick Leave credited to them, all unused Personal Leave credited as Accumulated Sick Leave and compensation level through the Employee Self-Service portal on the District's website.

VI. SEVERANCE

A. Unused Sick Leave Payout

A regular status employee (full or part-time) will be paid \$7.00/hr. for all of his/her accumulated sick leave up to 1,040 hours upon separation from service with the District, provided he/she has at least ten (10) years continuous service with the District. The

employee will receive a lump sum payment on or before July 31 of the year he/she retires.

VII. TIME OFF BENEFITS

A. Sick Leave

1. Absence from Work. There are circumstances where it is reasonably expected that employees may be unable to work and the District has provided for the continuation of the employee's pay, subject to certain requirements, conditions and stipulations.
 - a. Reporting. When an employee must be absent due to illness or disability as set forth in this Section, each employee is required to notify his/her administrator or designee according to the procedures established by the building or department where the employee works, and state the reason for the absence and the anticipated length of the absence.
 - b. Medical Verification. Upon advance notice, employees shall be required to furnish proof of illness, proof of fitness to return to duty, or proof of fitness to continue to perform duty. At any time, the District may require the employee to be examined by a physician designated by the District at District expense. Medical reports should be submitted to the Human Resources Department or its designee.
2. Eligibility. The District will provide sick leave benefits to full and part-time employees covered by this CBP who are scheduled to work a minimum of 676 hours in a school year. This provision does not apply to substitute or temporary employees. The following provisions determine the formulas for earning sick leave, as well as the situations qualifying for use of the accumulated sick leave benefits.
 - a. Sick Leave Earnings. Employees who are scheduled to work a minimum of 676 hours per year will be eligible to earn sick leave for each block of hours worked or paid in accordance with the following table:

Years in District	Sick Leave Accrued for each Hour Worked*
0-4	0.027043
5-6	0.030899
7-8	0.038687
9 or more	0.042630

- b. Employees within their first year of employment may receive up to three (3) days advancement of their sick leave within the school year for coverage related to a serious medical condition.
- c. Only the first 40 hours in any calendar week will count toward the earning of sick leave. Sick leave may be accumulated without limit. An employee will move to the next accrual rate on the next payroll following the qualifying anniversary of their employment.

3. Use of Sick Leave. Employees may use their accumulated sick leave for their own illness or disability, or the illness or disability of a member of the employee's immediate family. This provision includes disability due to pregnancy, child birth and recovery there from. An employee may also use sick leave for necessary medical treatment or examination when such treatment or examination cannot reasonably be scheduled outside of the employee's work day. This includes treatment or examination of a member of the employee's immediate family.
 - a. For purposes of this Section, the term "immediate family" includes the employee's spouse, qualified domestic partner, child or parent, grandparent and grandchildren. Recognizing that in today's family, the employee may be in a close relationship akin to these while not in a biological parent or child relationship, the District may grant the use of sick leave to care for persons in a similarly close relationship.
 - b. Sick leave benefits may be used in fifteen (15) minute increments, not to exceed the employee's regularly scheduled hours of work for the absence period in question.
 - c. Sick leave benefits may not be used in anticipation of accrual. An employee may only utilize benefits that have been earned.
 - d. Employees who request a leave that qualifies under the FMLA may have accrued sick leave benefits utilized, to the extent available, to provide salary continuation during the leave up to the accrued amounts.
4. Transfer to Non-Sick/Personal Leave Eligible Position. If an employee transfers to a position not eligible for sick and personal leave, the employee will no longer earn sick leave but may use his/her accumulated sick and personal leave in his/her current position.

B. Family Medical Leave

Consistent with the provisions of the Family and Medical Leave Act ("FMLA"), the District will provide employees with up to twelve (12) weeks of leave, in a 12-month period, to address specific family and health related situations, Board Policy GBGF and Regulation GBGF-R, will be followed except that if the provisions of this CBP differ from Policy or Regulation, the provisions of this CBP will control. The twelve (12) weeks of leave will be unpaid unless the employee has sick leave or personal leave benefits available, or chooses to use paid vacation during the period of the leave.

1. Eligibility. To be eligible for leave under Family Medical Leave provisions, an employee must have been employed by the District for at least twelve (12) months, and shall have worked at least 1,250 hours during the 12-month period preceding the commencement of the leave.
2. Reasons. Family Medical Leave may be taken in four (4) different situations, as follows:
 - a. For the birth and/or for the care during the first year of the employee's child;

- b. For the placement of a child with the employee for adoption or foster care;
- c. When the employee is needed to care for a child, spouse, qualified domestic partner, or parent who has a serious health condition; or
- d. When the employee is unable to perform the function of his/her position because of the employee's own serious health condition.

Leave for the reasons stated in a. and b. above, dealing with birth, adoption or foster care is only available until the child reaches age one (1) year, or twelve (12) months after adoption or foster placement. Leave to care for a child shall be available to a step-parent or a person acting *in loco parentis* (one acting in the place of the parent). Please refer to Regulation GBGF-R for additional detail or explanation.

- 3. Request for Leave. An employee-initiated request for Family Medical Leave should be submitted to the Human Resources Department of the District on forms provided by the Human Resources Department. If the request for leave is related to a health condition, the District will require a Certification of Health Care Provider form completed by the attending physician. Any requests for follow-up medical certification shall be consistent with Regulation GBGF-R. It is recognized that the District may determine that an employee's leave under other District policies may qualify as Family Medical Leave and may be treated as such.
- 4. Use of Paid Leave. Whenever an employee qualifies for leave under this section, such employee may use available sick leave and personal leave benefits available to him/her which will be considered to run concurrent with the twelve (12) weeks of leave to which he/she is eligible under this provision. Additionally, an employee may choose to utilize accrued vacation time during the period of a Family Medical Leave under this section.
- 5. Benefits Arrangements. During the period of any Family Medical Leave under this provision, and for a maximum of twelve (12) weeks per year, the District shall maintain coverage under any group health or dental insurance plan that the employee who is granted leave of absence has in place at the time of leave commencement. Such coverage shall be maintained at the same level and under the same conditions as coverage would have been provided if the employee were not on leave. An employee who has chosen coverages which call for employee contributions must continue to make such contributions in order for the benefits to continue in effect. Failure to pay amounts due will result in termination of the coverages involved.

An employee who fails to return to employment from an unpaid leave granted under this Section for at least thirty (30) days will be required to repay the District benefit contributions paid during the time the employee was on unpaid leave under this Section unless the failure to return was due to one of the following:

- a. A continuation, recurrence, or the onset of a serious health condition that would entitle the employee to a leave, under the "serious health condition" provisions of the statute; or

- b. The circumstances preventing the employee return were beyond the employee's control.

C. Bereavement Leave

Full-time and part-time employees will be allowed up to five (5) consecutive work days leave of absence without loss of pay immediately following the death of an employee's family member. The employee's family includes the employee's spouse, qualified domestic partner, children, grandchildren, parents, grandparents, siblings, and the employee's spouse's family, as defined herein. Two (2) additional consecutive work days leave of absence may be granted upon the employee's request. The additional days will be deducted either from the employee's personal leave or accrued sick leave or vacation leave or, if none is sufficient, will be without pay.

In cases of death of a person who is not a family member as defined above, but a person who was in a close relationship to the employee akin to that of a family member, the Human Resources Department may grant an employee bereavement leave as well.

D. Military Leave

1. Military Training Leave. Employees belonging to guard or reserve units are permitted time off when ordered to attend military training by their unit. A leave not to exceed fifteen (15) calendar days per year shall be without any loss of pay. The employee must provide the supervisor with a copy of the military orders to attend training, and apply for leave through the Employee Benefits Department.
2. Military Service. An employee is eligible for leave consistent with the provisions of state and federal law when entering into active military service. Employees entering into active military service should provide their supervisor with orders or other documentation regarding their military service and apply for leave through the Employee Benefits Department. Except for the military training leave identified in section A. above, military leave is without pay.

When a former employee seeks reinstatement to employment at the conclusion of his/her military service, reinstatement will be governed by the provisions of state and federal law as it may exist at the time reinstatement is sought.

An eligible employee who is the spouse, a qualified domestic partner, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. (Leaves of Absence Policy GBGF)

3. Family Military Leave. An employee whose immediate family member (spouse, qualified domestic partner, children, parent, not including parent-in-law) is a member of the armed forces of the United States, national guard, or reserves who has been notified of an impending call or order to active duty or has been deployed overseas is entitled to a total of five (5) days of paid leave per deployment after the military immediate family member has been notified of an impending call or order to active duty and before deployment or when the military immediate family is on leave from deployment. This leave runs concurrently with any entitlement under the federal Family and Medical Leave Act (FMLA).

4. Unpaid Military Leave. Under the Family and Medical Leave Act (FMLA), an employee who has completed a year of service is generally entitled to a maximum of twelve (12) weeks of unpaid leave when an immediate family member is deployed overseas. Any portion of an eligible FMLA leave not covered by this policy or by available leave accruals will be unpaid.

Employees not eligible for Paid Military Leave or FMLA leave, or who are eligible but wish to request leave, may request an unpaid leave. The request will be subject to approval by their supervisor.

5. Procedure for Leave-of-Absence. An employee who seeks to take leave under this policy must provide their supervisor with notice, within five (5) business days of receiving official notice of an impending call or order to active duty or of a leave from deployment, of the employee's intention to take leave under this policy.

E. Leave For Jury Duty and Required Attendance In Legal Proceedings

1. Jury Duty. If summoned to appear in court for jury duty/serve as a juror, an employee shall be granted full leave of absence with pay for work missed work due to jury duty. The employee shall pay to the District all appearance fees paid to him/her for jury duty; however, the employee may retain compensation received for mileage and any other expenses related to such service.
2. Work-Related Appearance in Legal Proceedings. If subpoenaed to appear as a witness in litigation, or required to appear as a party in a legal proceeding arising out of his/her employment with the District, an employee shall be granted full leave of absence with pay for work missed due to such subpoena and/or required appearance. The employee shall pay to the District any witness fees paid to him/her for such appearance; however, the employee may retain compensation received for mileage and any other expenses related to his/her appearance.
3. Non Work-Related Appearance in Legal Proceedings. If subpoenaed to appear as a witness in litigation, or required to appear as a party in a legal proceeding not arising out of his/her employment with the District, the employee may utilize personal leave as provided in this CBP. If additional time is needed, the employee will be granted a leave of absence without pay for work missed due to such subpoena or necessary appearance. When the absence from work exceeds the employee's available personal leave, the employee may request assistance from the District through his/her supervisor for additional time-off work. At the discretion of the District, the employee may be allowed to convert up to the equivalent of five (5) days of sick leave to personal leave for appearance(s) in legal proceedings. When the employee wants to make up work time missed due to the subpoena or required appearance, the District will also explore opportunities for work assignments for the employee, consistent with the provisions of this CBP, to make up lost work time.

F. Unpaid Leave Of Absence

1. Availability. Unpaid leave of absence is available for full and part-time employees who have completed the probationary period. Unpaid leaves of absence for a period of thirty (30) calendar days or less are considered short-term. Unpaid leaves

of absence in excess of thirty (30) days are considered long-term. Unpaid leaves of absence are generally granted for no more than one (1) year, although medical leaves and family care leaves may be extended for an additional six (6) month period.

2. Reasons for Leave. Requests for leave of absence without pay will be considered for the purpose of caring for the employee's children, family emergencies, a serious medical condition of a family member, a serious medical condition of the employee extending beyond the coverage of sick leave, or other personal reasons.
3. Unpaid Leave of Seven (7) Days or Less. An employee requesting an unpaid leave of absence without pay of seven (7) days or less, should make the request of his/her supervisor or the supervisor's designee. Notice should be given thirty (30) days prior to the requested commencement of the leave if the circumstances concerning the reason for leave are reasonably known at the time. The supervisor or designee will determine whether the request will be granted. If granted, the supervisor will make an appropriate record of the leave approval.
4. Unpaid Leave of More Than Seven (7) Days. An employee requesting a leave of absence without pay of more than seven (7) days must submit the request in writing on a District-approved leave of absence form to the supervisor. The written request should be submitted thirty (30) days prior to the requested commencement of leave if the circumstances concerning the reason for leave are reasonably known at that time. The specific approval process is noted on the form.
5. Benefits While On Leave of Absence Without Pay. Employees on an approved leave of absence without pay will not receive either pay or benefit contributions from the District (except for leave under the FMLA). Any coverage for health, dental, vision, life and long-term disability insurance ceases on the last day of the last month worked. An employee may have the right to continue health insurance coverage as provided under COBRA, provided that the employee applies for such coverage continuation and makes timely payment of the required health insurance premiums. An employee on unpaid leave of absence due to a disability may continue his/her health insurance coverage at his/her own expense for up to two (2) years from the date of the start of the leave by applying for continuation and making timely payment of the required premiums.
6. Employee Contact Information. An employee on leave of absence without pay is responsible for notifying the Human Resources Department and Benefits Department of any change in his/her address, phone number, email address and other contact information.
7. Return To Duty.
 - a. Return From Short-Term Leave of Absence Without Pay. An employee returning to work in the District after a leave of absence without pay of thirty (30) calendar days or less will return to the same position, job title, pay grade and job location/assignment or bus route which he/she held prior to taking the leave unless it is no longer available. His/her salary schedule placement and service credit will be determined as if he/she had worked for the duration of the leave.

- b. Return From a Long-Term Leave of Absence Without Pay. An employee returning to work in the District after a leave of absence without pay of more than thirty (30) calendar days will be returned to the same job title, pay grade and location he/she held prior to commencement of the leave, but not necessarily the same responsibilities or bus route.
- c. Pay On Return From Leave of Absence Without Pay. An employee returning from a leave of absence without pay will receive any annual range adjustment granted to his/her classification. An employee who returns from a leave must have worked ninety (90) days of the prior evaluation period, and must be evaluated by the supervisor to receive the evaluation adjustment in addition to the annual range adjustment.

G. Personal Leave

- 1. Eligibility. Classified employees who are scheduled to work a minimum of 676 hours in a school year will be allowed to use up to the equivalent of four (4) work days per year with full pay to attend to matters of an emergency or special nature not covered under other leave provisions. The amount of hours granted to each employee will be equal to his/her average scheduled hours worked per day, times the three (3) days allowed per year.

Note: An employee may not use paid personal or vacation leave during the last two scheduled work weeks of employment. Unauthorized time off will not be paid during this period.

- 2. Personal Leave Proration. The amount of personal leave granted will be prorated for new employees. Pro-ration is based on the employee's start date within the school year in accordance with the following table. The days granted will be converted to hours based on the average number of hours in the employees normal work day.

Start of Work	Days of Personal Leave Granted
July 1 – September 30	3 Days
October 1 – December 31	2 Days
January 1 – March 31	1 and ½ Day
April 1 – June 30	.75 Day

- 3. Request/Approval. Notification of personal leave requests must be submitted to the employee's administrator or designee as far in advance of the dates of the leave as reasonably possible prior to commencement of the leave, except in emergencies and in situations beyond the employee's control. Supervisors may reasonably deny a leave request.
- 4. Computation. Personal leave may be taken in fifteen (15) minute increments.
- 5. Transfer to Non-Sick/Personal Leave Eligible Position. If an employee transfers to a position not eligible for sick and personal leave, the employee will no longer earn personal leave but may use his/her accumulated personal leave in his/her current position.

6. Additional Days. Under certain circumstances, employees who use personal leave summoned to appear in a legal proceeding may receive up to the equivalent of one (1) additional day of leave upon providing satisfactory proof of such use of the leave.
 - a. Religious Purposes. In order to qualify, the employee must use personal leave for the purpose of observing a religious holiday when the employee's religious faith requires that he/she not work on such religious holiday. In such an instance, the employee may be requested to provide an affidavit (a statement signed under oath) in order to verify the need to use personal leave for observance of a religious holiday. Once an employee provides a satisfactory affidavit, it need not be resubmitted to cover the same situation in the future, so long as these provisions and the circumstances of the leave remain unchanged.
 - b. Legal Business Purposes. Use of leave for appearance in a legal proceeding in response to a summons or subpoena will require the employee to provide a copy of the summons, subpoena or other acceptable verification of the need to appear in the legal proceeding.
7. Unused Leave. Unused personal leave may be accrued up to a total of four (4) days. Accrued personal leave may be used all at one time, using the criteria set forth in this Section. Personal leave that is unused at the end of the school year in excess of the above limit will be added to the individual employee's sick leave accrual.

H. Paid Holidays

1. Eligibility. Probationary and regular full-time and part-time classified support staff employees are granted paid holidays on the basis of the days and hours of their regular work schedule. Only employees who are scheduled to work a minimum of 169 days per year and a minimum of twenty (20) hours per week are eligible for holiday pay.
 - a. All employees who are considered 12-Month Employees qualify for up to ten (10) paid holidays per year as set forth below. For the purposes of this Section, the term "12-Month Employee" includes employees whose positions are assigned on a District calendar, consisting of the annual work days totaling 250 or 251 paid work days. In addition, the following employees will earn paid holidays according to the 12-Month Employee Schedule:
 - i Transportation Educational Assistants who work a minimum of twenty (20) hours per week, and 232 paid work days per year.
 - ii Child Care Employees who work a minimum of twenty (20) hours per week and who are assigned 232 paid work days per year.
 - iii Nutrition Services Employees who work a minimum of twenty (20) hours per week and who are assigned 232 paid work days per year.

12-Month Employees

Labor Day	1 day
Thanksgiving	2 days (Thursday & Friday)
Christmas	2 days
New Year's Day	1 day
Martin Luther King Day	1 day
President's Day	1 day
Memorial Day	1 day
Independence Day	1 day

- b. For all other employees, the number of work days identified in the particular employees' work calendar will determine eligibility for paid holidays as follows:

11-Month Employees (215- 250 Paid Work Day per Calendar Year)

Labor Day	1 day
Thanksgiving	2 days (Thursday & Friday)
Christmas	2 days
New Year's Day	1 day
Memorial Day	1 day

10-month Employees (200-214 Paid Work Day per Calendar Year)

Labor Day	1 day
Thanksgiving	1 day
Christmas	1 day
New Year's Day	1 day
Memorial Day	1 day

9-month Employees (169 -199 Paid Work Day per Calendar Year)

Thanksgiving	1 day
Christmas	1 day

2. Holiday Observed. Observed holidays will be aligned with the District's calendar. In any instance when an employee is actually scheduled to work on the officially-recognized holiday, that day shall be treated as the employee's holiday for purposes of pay computation.
3. Pay for Work on the Actual or Observed Holiday. Whenever an employee works on an actual or observed holiday, the employee will be paid at the rate of time and a half for the hours actually worked on the holiday in addition to the holiday pay to which he/she is otherwise entitled. Each employee can only be paid this premium on either the official holiday or the day the District observes, but not both. Holiday pay for each classified employee will be the employee's usual hourly rate times the employee's regularly-scheduled hours per day for each holiday.
4. Special Situations. Notwithstanding any prior provisions in this Section:
 - a. Pre-School Employees who work at least twenty (20) hours per week and scheduled to work a calendar of 167 paid or working days will be eligible for two (2) paid holidays granted to 9-Month Employees.

- b. 24 hour/7 day a week security personnel may only be compensated for this premium on District-observed holidays.

I. Vacation Leave

- 1. Eligibility. Regular full-time and part-time employees who are scheduled to work a minimum of 20 hours, and who are assigned the annual work days totaling 250 or 251 or more work or paid days per school year, are eligible for vacation leave. Additionally, child care, nutrition services and transportation educational assistant employees, working a minimum of 20 hours per week, and who are assigned at least 232 work or paid days per school year, are also eligible for vacation leave. Hours worked from multiple positions that are derived from the same budget will be combined in order for the employee to meet the eligibility requirements.

Note: An employee may not use paid personal or vacation leave during the last two scheduled work weeks of employment. Unauthorized time off will not be paid during this period.

- 2. Maximum Vacation Hours Available. Eligible employees may be granted the hours of paid vacation leave each year based on their normal scheduled hours of work and completed years of service, according to the following formula.
 - a. The maximum amount of hours of paid vacation an employee may receive each year is determined by dividing the employee’s normal scheduled annual hours per year by the factor that corresponds to the employee’s completed years of service as of July 1 of each year. The formula provides employees vacation time based on scheduled hours and years of service. (See computation formula below.)

Years of Service as of Anniversary Date	Computation Formula
At Hire	“X” divided by 32.5 = vacation hours
1	“X” divided by 26.00 = vacation hours
5	“X” divided by 17.33 = vacation hours
10	“X” divided by 13.00 = vacation hours

- “X” equals the number of normally scheduled annual work hours.

- b. If during the year, the employee reaches year of service 1, 5, or 10, the additional vacation to bring the employee to the higher level for the year is made available on the employee’s anniversary date.
 - c. An employee who fails to use paid vacation as allowed by this provision will not carry forward any time and is deemed to have waived the use of that paid vacation time.
- 3. Application for Vacation Leave. An employee wanting to use available vacation leave must submit a request to his/her immediate administrator or designee at least two (2) weeks in advance of the planned vacation leave, or in accordance with the department/division vacation scheduling practices. The District administrator or supervisor will schedule vacations at the convenience of the District and as nearly

as possible, at the convenience of the employee. Employees may take vacation leave on the days before and after a paid holiday, provided that such use is approved by the employee's administrator or designee. Vacation is available in fifteen (15) minute increments.

4. Pay at Separation or Change of Eligibility. Employees who leave their employment with the District, or move to a position not eligible for vacation, will not be paid for vacation leave not taken prior to the termination or re-assignment. Adjustment to an employee's vacation will be made when an employee's vacation eligibility changes during the year.

J. Worker's Compensation

1. The District abides by all applicable laws governing worker's compensation.
2. Employees who are injured on-the-job must provide written notice of the injury to their supervisor immediately and must file a report with the District Risk Management Office within four (4) working days after the accident or occurrence pursuant to Section 8-43-102(1) and (1.5), Colorado Revised Statutes. If the injury results from the employee's use of alcohol or controlled substance, or the failure to follow established safety procedure, or rules, or to use safety equipment or devices provided by the District the worker's compensation disability benefits may be reduced by one-half (½) in accordance with Section 8-42-112.5, Colorado Revised Statutes.
3. An employee who is absent from work due to injuries incurred in the scope of employment and covered by worker's compensation may utilize accrued sick leave or personal leave in fifteen (15) minute increments to make up resulting loss of income. Upon request, and not more often than monthly, the District will allow the employee to convert sick leave and personal leave to extra pay in an amount not to exceed that which is necessary to provide the employee the same take home pay normally earned by the employee after deductions.

XIII. COMPLAINTS AND DISPUTE RESOLUTION

A. Overview

One of the core values of DCSD is trust. DCSD is dedicated to promoting a workplace where employees can express their concerns in an open forum. The Dispute Resolution Policy is an internal process designed to provide employees with a complete and impartial process to attempt to resolve work-related conflicts. The Administrative Review pathway applies to all part-time and full-time employees.

B. Core Requirements

1. The concerns and issues of every employee are important to the District. When concerns are raised, they should be resolved at the lowest possible level and as quickly as possible. Time limits have been established to ensure swift conclusion.

2. The Dispute Resolution Process is intended to provide an avenue for resolving issues regarding an employee's job, management, and policies, or in some cases about other employees, with the assurance that no reprisals will result from doing so. All decisions made through the Dispute Resolution Procedure must be in accordance with DCSD policy.
3. Not every issue an employee encounters can be resolved through the Dispute Resolution Procedure. Conflict between employees and co-workers normally should be worked out between them or possibly with the involvement of each employee's supervisors. Many of the Districts benefit provisions, such as health care and workers' compensation claims, have specific appeal processes for those benefits.
4. Human Resources will advise employees of the appropriate procedure for their issue. Issues regarding an employee's performance appraisals, with the exception of situations of termination, will be heard only through the employee's own department's levels of management.

C. Employee Responsibility

1. Employees should bring work-related concerns and issues to the attention of management as they occur.
2. To make this process work, employees must be committed to working with management toward a solution that is in the best interest of the employee and the District.
3. Employees need to use the Dispute Resolution Process before seeking assistance outside the District.
4. Employees are expected to keep the information they become aware of in confidence.

D. Leadership Responsibility

1. Supervisors must respect the rights of the employees, and keep all information confidential.
2. Supervisors must respond to work-related concerns of employees quickly and accurately.
3. Supervisors are expected to actively encourage and maintain an open-door policy. Supervisors will make every possible effort to work with employees to reach a mutual resolution and with mutual respect.
4. As members of management, supervisors are expected to participate in the Dispute Resolution Process in a positive, productive, and expeditious manner. Retaliation or indifference toward employees who use the process is prohibited.

E. Dispute Resolution Process

1. The District encourages employees to resolve their concerns informally through the chain of command prior to using the formal avenue of the Dispute Resolution Process.
2. If an employee wishes to use the Dispute Resolution Process, they must inform Human Resources within five (5) business days of their last discussion with management regarding their issue, but no later than 30 calendar days from the event or decision in dispute.
3. Employees should submit their concern in writing to Human Resources within five (5) business days of receiving the writing.

F. Administrative Review

1. When Human Resources receive the written copy of an employee's dispute, they will forward the employee's concern to the appropriate level of management. Within five (5) business days after receiving the employee's dispute, the employee's manager at this level will meet with the employee. The manager also may meet with any other people necessary to consider the employee's dispute. Within five (5) business days after meeting with the employee, the manager will contact the employee with a decision and will provide them with a written response. A copy of the written decision also will be forwarded to Human Resources.
2. If an employee is not satisfied with the decision, they have five (5) business days to ask Human Resources to move their dispute forward to the next level. Within five (5) business days of receipt of the employee's dispute, the department manager will contact the employee with a decision and send them a written response. A copy of the written decision also will be forwarded to Human Resources.
3. If after the second level the employee is not satisfied with the decision, they have five (5) business days to ask Human Resources to move their dispute to the next level. Human Resources will forward the complete file to the Chief Human Resources Officer (CHRO). Within five (5) business days of receipt of the employee's dispute, the CHRO may meet with others necessary and then issue a written decision to the employee. A copy of the written response also will be forwarded to Human Resources. This is the final step of the process.
4. Steps in the process may be skipped on occasion. The most likely event is when an issue is between the employee and their immediate supervisor. In this case, the first step may be skipped.

G. Human Resource's Roles & Responsibilities

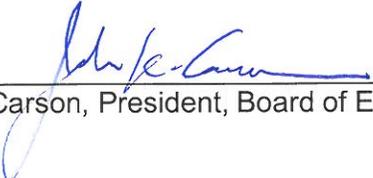
1. Human Resources will maintain a complete file of all formal disputes. This file will not be included in the employee's personnel record.
2. During the Administrative Review, the Employee Relations Director, or his or her designee, will explain the dispute process and arrange an appointment with the

appropriate person. The Employee Relations Director, or his or her designee, will accompany the employee at each step during their presentation of the dispute if requested by either the employee or management.

[Intentionally left blank.]

ADOPTED BY THE DOUGLAS COUNTY SCHOOL DISTRICT RE-1 BOARD OF EDUCATION,
dated this 6th day of August 2013, at Castle Rock,
Colorado.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1



John K. Carson, President, Board of Education

ATTEST:



Nona Eichelberger, Secretary

EXHIBIT A - Classified Employee Pay Range 2013-14

RANGE #	POSITION
1	Student Employee
2	Limited Duty Employee Program Aide (No Certificate) – Child Care
3	Cashier – Nutrition Services Kitchen Assistant Program Aide (With Certificate) – Child Care
4	Crossing Guard Educational Assistant I Volunteer Coordinator
5	Health Assistant Preschool – Assistant
6	Clerical – Copy Room – Secondary Custodian Instructional Assistant – Health, Spanish, Literacy, Technology, Rti Educational Assistant Iii (Moderate Needs) Education Assistant (Moderate Needs) – Transportation Librarian – Alternate/Media Tech. – Secondary Maintenance I Program Leader – Child Care Receptionist – Secondary Schools
7	Choir Accompanist Clerical – Elem. Office Clerical – General Support – Secondary School & Dept. Custodian – Utility Educational Assistant – Signing Educational Assistant (Severe Needs) – Transportation Instructional Assistant – Study Hall Kitchen Manager – Elementary Receptionist – District Secretary – Counseling Office Educational Assistant Iv (Severe Needs)
8	Assistant Kitchen Manager – Secondary Assistive Technology Assistant – Sped Bibliographic Services Technician Bookkeeper – Elementary Campus Security Specialist Career Assistant – Sped Childcare – Senior Program Leader Clerical – Attendance Custodian – Elem. Bldg. Engineer Or Night Bldg. Engineer

RANGE #	POSITION
	Custodian – Special Project Groundskeeper (Includes On Call) Librarian – Elementary Registrar – Elementary Secretary – Assistant Principal/Athletics/I.B. Secretary To Coordinator/Area Manager Senior Program Leader – Child Care Technician – Bibliographic Services Vision Screening Assistant
9	Accounts Payable Clerk Braillist – SPED Central Admissions Specialist Clerical - Scanner Clerical – Specialized Support – Dept. Delivery - Warehouse Kitchen Manager – Secondary, Camp Kitchen Manager – 2 Sch. Elem. Librarian – Special Projects Preschool – Instructor Printer – District Registrar – Secondary Schools
10	Accounts Payable Specialist Bookkeeper – Department & Secondary Schools Campus Security Specialist Lead Catering Manager Child Care – Asst. Dir. Communications Assistant Custodian – Sec. Bldg. Engineer hired <i>on/after</i> 7-1-2000 Custodian – Facility Engineer Onsite Delivery – Nutrition Services/Warehouse Maintenance II (Completion of TPC program required) Medicaid Reimbursement Specialist Occupational Therapist Assistant Secretary to Athletics Secretary to Director Secretary to Principal - < 250 students Secretary to Principal – Alternative Schools Secretary to Principal – Elementary, Middle, & High School
10A	Custodian – Sec. Bldg. Engineer hired <i>before</i> 7-1-2000
11	Custodian – Equipment Repair – O&M Librarian – DMC Payroll/Field Trip Billing – Transportation Planner/Scheduler – O&M Purchasing Specialist Security Officer – Armed, District Student Records Specialist

RANGE #	POSITION
12	Custodian – Group Leader Groundskeeper – Equipment Operator/Irrigation/Chemical Groundskeeper – Mechanic Health Benefits Specialist Human Resource Records Specialist Parts Controller – O&M Payroll Specialist Physical Therapist Assistant Preventive Maintenance Secretary to Executive Director/Chief Officer Secretary to Multiple Directors Substitute Specialist Warehouse Inventory Specialist
13	Carpenter Certified Occupational Therapist Assistant (COTA) Chemical Applicator - Lead Groundskeeper – Lead Internship Coordinator Locksmith Painter Roofer Security Systems Specialist Speech & Language Pathologist Assistant Trainer – Department Water Treatment – O&M
14	Cued Speech Transliterators (no certificate) Director – Child Care, Preschool Dispatcher – Transportation Facility Use Coordinator - District Scheduler – Transportation Sign Language Interpreter/Tutor (no certificate) Sign Language Interpreter/Tutor (with certificate) 7/1 – 12/06
15	Admin. Assistant to Assistant Superintendent, & COO Control Systems Specialist HVAC ITS Tech I Plumber Radio Dispatcher Lead Technician – Equipment Repair – Nutrition Services
16	Application Support Specialist Communications Specialist Control Systems Specialist – O&M Electrician Information Systems Specialist – HR Personnel Developer – Staff Development Professional Development Specialist

RANGE #	POSITION
17	Cued Speech Transliterators (with certificate) ITS II Lead – O&M, Senior Control Specialist Lead Technician – Equipment Repair – Nutrition Services Secretary to BOE Sign Language Interpreter/Tutor (with certificate)
18	
19	Admin. Assistant to Superintendent
20	Non-Exempt Specialized Support hired prior to 7-1-2005

EXHIBIT B - Job Classifications Specifically Excluded from this CBP

Range	Classification	Basis for Exclusion
1	Student Custodian	Student
15A	Foreman (Vehicle Mechanic)	ATU
17	Senior Tax Program	Time limited position
B1	Bus Driver	ATU
M1 M2 M3	Mechanic – Parts Controller Vehicle Mechanic Apprentice Vehicle Mechanic	ATU
N0	Student	Student
	Previous Professional Technical Employees reclassified to Range 20	Time limited position

EXHIBIT C - Route Selection Process for TEAs Hired Prior to March 1, 2007

A. Qualification to Bid

1. TEA on Leave. If a TEA hired prior to March 1, 2007 is on leave or will be on leave during any bid selection process, the TEA is eligible to bid on the desired route package, provided he/she will return to the route within thirty (30) work days from the route selection effective date.
2. Continuous Service. Except in the case of an approved leave, a TEA hired prior to March 1, 2007 will lose his/her hire date status when his/her service as a TEA is interrupted. This includes transfer to another District job, whatever its nature, or separation from the District, even if the separation is of short duration. Any TEA reemployed as a TEA will be treated as having a hire date after March 1, 2007 for the purposes of route bidding and selection.

B. Annual Bid Process

1. Selection Sequence. Annually in May, TEAs hired prior to March 1, 2007 will select from among existing route packages at each terminal in seniority order with the most senior TEA at their assigned terminal selecting first, followed by the next most senior employee at that terminal and so on, until all TEAs who are entitled to bid have selected routes.
2. Bid Schedule. The Transportation Department will establish a schedule of bid times which will allow each employee five (5) minutes to select a run or job package.
3. Absence. A TEA hired prior to March 1, 2007 who will not be able to attend the route bidding at the time designated based on his/her seniority may select a person to act for him/her in the bid process. It is recommended that the designated rep or proxy be provided with a prioritized list of route packages deemed desirable by the absent party. In any event, the representative or proxy will select a route package(s) on behalf of the absent TEA which will be binding on the TEA. The District will provide a telephone to facilitate communication between the TEA and the proxy during the bidding process. Timely communication is the responsibility of the TEA and his/her proxy. Any TEA who is absent and who has not designated a proxy or who has left no preferences for a route will be by-passed when it is his/her opportunity to bid. In the event a TEA arrives late in the selection process, he/she will be permitted the next turn in selection in accordance with seniority upon completion of the selection by any TEA who is in the process of selecting a route package when the tardy TEA arrives.
4. Change of Route Package. After the completion of the bid, a TEA may only change to a different route package a maximum of two (2) times during the year.
5. Bidding and Route Review. TEAs will be allowed one (1) hour of paid time to participate in the annual bid process. Employees are encouraged to arrive at

the bid location several minutes prior to their scheduled bid time to review route packages, and ensure the bidding selection process can be concluded on time. After the completion of the bid process, each TEA may receive up to two (2) hours of paid time to review and prepare for performing the responsibilities of his/her new route in conjunction with the driver, such as taking a practice run with the driver.

C. Bidding for Vacant Routes. During the school year when a route package becomes available, the route package will be posted at all terminals for five (5) working days. TEAs hired prior to March 1, 2007 wanting to bid for the route package must sign the posting sheet to be eligible for consideration. After the close of business on the fifth (5th) working day, the postings from all terminals will be taken down and sent to the terminal manager who originated the posting. The route package will then be offered to the most senior TEA in the District hired prior to March 1, 2007 who signed the posting. This process will continue until a TEA hired prior to March 1, 2007 accepts the route package or the list is exhausted. If no one signs up for a route package, or if no one signing up for the route package accepts the offer, that route package will be filled in accordance with the Job Assignment, Transfer and Reductions Section of this CBP. The individual who accepts the route package will be required to relinquish his/her assignment. The relinquished route/assignment will then be staffed by means of the process described in previous this exhibit.

EXHIBIT D - Classified Employee Salary Schedule 2013-2014

RANGE	MINIMUM	MAXIMUM
1	\$7.58	\$11.63
2	\$8.35	\$12.89
3	\$9.98	\$15.40
4	\$10.48	\$16.07
5	\$10.84	\$16.68
6	\$11.62	\$17.96
7	\$12.44	\$19.67
8	\$13.27	\$20.49
9	\$14.09	\$22.07
10	\$14.91	\$23.61
10A	\$16.03	\$24.70
11	\$15.72	\$24.62
12	\$16.55	\$26.19
13	\$17.37	\$28.08
14	\$18.19	\$28.21
15	\$19.02	\$30.67
16	\$20.96	\$33.64
17	\$22.42	\$35.65
18	\$23.76	\$37.79
19	\$25.18	\$40.05

EXHIBIT D.1 – Miscellaneous Pay Schedule for Classified Employees

Additional Responsibility	Hourly Rate	Additional Information About Rate
CRT – Technology	\$12.00	<ul style="list-style-type: none"> • Traditional: 7.5 hrs; 8 additional days/yr • Others: 7.5 hrs; 10 additional days/yr • Additional hours beyond above mentioned is charged to site
Game Announcers & Scorekeepers	\$9.00	
Ticket Takers	\$8.00	
O&M “On-Call”	\$21.43/day or \$150 for a 7-day week, plus O.T. for hours worked if called in.	
Sign Language Interpreter for Extra-Curricular Activities	\$40.00	<ul style="list-style-type: none"> • 1-Hr Minimum • Mileage is paid when reporting to another site • If immediately before or after regular assignment, regular rate applies
Classroom Coverage	\$15.00	

EXHIBIT E – Compensation Increase Plan

2013-2014 Increase Percents for Classified Employees					
RATING	Ongoing Increase to Base Pay Percent	Lump Sum Percent Paid in September	PERA Increase Amount Covered by DCSD	Employee-Only Benefits Increase Covered	TOTAL INCREASE
Superior	3.25%	2.00%	0.9%	0.3%	6.45%
Exceptional	2.25%	1.75%	0.9%	0.3%	5.20%
Fully Successful	1.25%	1.50%	0.9%	0.3%	3.95%
Minimally Successful	0.50%	1.00%	0.9%	0.3%	2.70%
Unsuccessful	0%	0%	0.9%	0.3%	1.20%