MASTER AGREEMENT

BETWEEN

Durango School District 9-R

AND

Durango Education Support Professionals Association

July 1, 2019 – June 30, 2020

Ratified by the Durango Support Personnel Association May 31, 2019
Approved by Durango School District 9-R Board of Education June 17, 2019
Negotiations Durango School District 9-R 2018-2019

Durango School District 9-R Board of Education 2018-2019

Nancy Stubbs       President
Stephanie Moran    Vice President
Shere Byrd         Secretary
Mick Souder        Treasurer
Marianna Valdez    Board Member

Durango School District 9-R 2018-2019 Negotiating Team

Daniel Blythe
Andy Burns
Laura Galido
Samantha Gallagher
Krista Garand
Joe Pecorino

Durango Education Support Professionals Association 2018-2019

Negotiating Team

Janice Coleman
Chris Lake
Jennifer Latham
Greg Lawler
Diana Montoya - Scott
TJ Wilson

Durango School District 9-R Superintendent of Schools 2018-2019

Daniel Snowberger
Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mission Statement and Agreement</td>
<td>4</td>
</tr>
<tr>
<td>Article 1 Definitions</td>
<td>4</td>
</tr>
<tr>
<td>Article 2 Recognition</td>
<td>5</td>
</tr>
<tr>
<td>Article 3 Negotiations Procedure</td>
<td>6</td>
</tr>
<tr>
<td>Article 4 Impasse Procedure</td>
<td>7</td>
</tr>
<tr>
<td>Article 5 Association Rights</td>
<td>8</td>
</tr>
<tr>
<td>Article 6 Board Rights</td>
<td>10</td>
</tr>
<tr>
<td>Article 7 Personnel Files</td>
<td>10</td>
</tr>
<tr>
<td>Article 8 Probation Period</td>
<td>10</td>
</tr>
<tr>
<td>Article 9 Working Conditions</td>
<td>10</td>
</tr>
<tr>
<td>Article 10 Evaluation</td>
<td>12</td>
</tr>
<tr>
<td>Article 11 Vacancies and Transfers</td>
<td>15</td>
</tr>
<tr>
<td>Article 12 Discipline, Suspension, and Termination</td>
<td>16</td>
</tr>
<tr>
<td>Article 13 Complaint/Report Procedure</td>
<td>18</td>
</tr>
<tr>
<td>Article 14 Grievance Procedure</td>
<td>19</td>
</tr>
<tr>
<td>Article 15 Resignation</td>
<td>21</td>
</tr>
<tr>
<td>Article 16 Retirement</td>
<td>21</td>
</tr>
<tr>
<td>Article 17 Salaries</td>
<td>23</td>
</tr>
<tr>
<td>Article 18 Paid Holidays</td>
<td>25</td>
</tr>
<tr>
<td>Article 19 Salary Deductions</td>
<td>26</td>
</tr>
<tr>
<td>Article 20 Insurance and Fringe Benefits</td>
<td>26</td>
</tr>
<tr>
<td>Article 21 Health Exams</td>
<td>28</td>
</tr>
<tr>
<td>Article 22 Annual Leave</td>
<td>28</td>
</tr>
<tr>
<td>Article 23 Bereavement Leave</td>
<td>29</td>
</tr>
<tr>
<td>Article 24 District Business</td>
<td>30</td>
</tr>
<tr>
<td>Article 25 Emergency School Closure</td>
<td>30</td>
</tr>
<tr>
<td>Article 26 Civic Duty Leave</td>
<td>31</td>
</tr>
<tr>
<td>Article 27 Child Care Leave</td>
<td>31</td>
</tr>
<tr>
<td>Article 28 Military Leave</td>
<td>32</td>
</tr>
<tr>
<td>Article 29 Professional Leave</td>
<td>32</td>
</tr>
<tr>
<td>Article 30 Personal Leave</td>
<td>33</td>
</tr>
<tr>
<td>Article 31 Sick Leave and Worker’s Compensation</td>
<td>34</td>
</tr>
<tr>
<td>Article 32 Sick Leave Bank</td>
<td>35</td>
</tr>
<tr>
<td>Article 33 Compassionate Leave</td>
<td>37</td>
</tr>
<tr>
<td>Article 34 Unpaid Leave of Absence</td>
<td>38</td>
</tr>
<tr>
<td>Article 35 General</td>
<td>39</td>
</tr>
<tr>
<td>Article 36 Terms of Agreement</td>
<td>40</td>
</tr>
<tr>
<td>Appendix A Support Personnel Work Schedule</td>
<td>41</td>
</tr>
<tr>
<td>Appendix A Support Personnel Salary Schedules</td>
<td>43</td>
</tr>
<tr>
<td>Appendix B DESPA Leave of Absence Agreement</td>
<td>49</td>
</tr>
<tr>
<td>Appendix C Evaluation Process</td>
<td>50</td>
</tr>
<tr>
<td>Appendix D Transition Year Application</td>
<td>57</td>
</tr>
<tr>
<td>Appendix E Compassionate Leave Application</td>
<td>58</td>
</tr>
<tr>
<td>Appendix F Delayed Annual Leave Request Form</td>
<td>60</td>
</tr>
<tr>
<td>Appendix G Preapproval Form for Professional Development</td>
<td>61</td>
</tr>
<tr>
<td>Appendix H Previous Negotiation Members</td>
<td>62</td>
</tr>
</tbody>
</table>

Note: Revisions to articles are noted at the close of the article with the date of their ratification.
MISSION STATEMENT
The education support professionals represented by the Durango Education Support Professionals Association (DESPA) of Durango School District 9-R are committed to actively participate, in a professional and ethical manner, as equal partners, in a program of educational excellence provided to the citizens and students of the Durango community by the Durango School District 9-R.

AGREEMENT
The Durango School District 9-R, herein referred to as the “district” and the Durango Education Support Professionals Association, herein referred to as the “Association,” affiliated with the Colorado Education Association/National Education Association, agree as follows:

ARTICLE 1
DEFINITIONS

1. The terms “parties to this agreement” or “parties hereto” shall mean the district and the Association.

2. The terms “school district” and “district” shall mean Durango School District 9-R, County of La Plata, State of Colorado. The term “board” shall mean the Board of Education of Durango School District 9-R.

3. The term “employees” shall mean those individuals covered by this Agreement pursuant to the Recognition Article of this Agreement.

4. The term “days” shall mean calendar days. The term “working days” shall mean those days for which the employee is regularly scheduled to work.

5. The term “immediate family” shall mean that a person’s spouse, parents, parents-in-law, grandparents, children, foster children, stepchildren, sons-in-law, daughters-in-law, grandchildren, brothers, brothers-in-law, sisters, sisters-in-law, any other persons living in the household of that person, and a step-parent who is “in loco parentis” – specifically a step-parent, married to the parent of the employee, when the step-parent provided day-to-day responsibilities to care for and financially support the employee when the employee was a child.

6. The terms “he”, “him” or “his” shall be deemed to refer, where appropriate, to “she,” “her” or “hers.”

7. When a duty is imposed or an action is to be taken pursuant to this Agreement by the board, the Association, a member of the administrative staff of the district (including the superintendent of schools), or an officer of the Association (including the President of the Association), that duty may be performed or action taken by the entity or individual named, or it may be performed by any person or group to whom it is lawfully delegated by the entity or individual named.

8. The term “full-time employee” shall mean an employee who is scheduled to work a minimum of thirty-five (35) hours a week. This provides for benefits to instructional aides who work a regular schedule at 7.25 hours per day and is consistent with Article 20 on Insurance and Fringe benefits.

9. The term “part-time employee” shall mean an employee who works less than thirty-five (35) hours a week. All other employees are considered part-time and would have their insurance pro-rated unless they work less than 500 hours per year in which case they are not eligible for benefits.

10. The term “regular employee” shall mean one who has satisfactorily completed the initial probationary period and is continued in employment.

11. The term “temporary employee” shall mean those employees retained for a specific work “overload” which is limited to specified length of time not less than one (1) working day and not to exceed sixty (60) consecutive working days in that position.
12. The term “bargaining unit” will be defined as the Durango Education Support Professionals Association (DESPA).

13. The term “confidential employee” shall mean any individual who has access to confidential labor relations information, or whose functional responsibilities or knowledge of the employer’s affairs makes leadership or being a member of the negotiations team in the employee organization incompatible with the employee’s official duties of employment. These positions include: the superintendent’s staff and the department of human resources staff.  
   Revised and ratified May 2009

14. The term “job family” shall mean a group of jobs that have complimentary skill sets such that experience in the position within the family aids an employee in doing work within another position in the family. Job families are outlined on the salary schedule.  
   Revised and Ratified May 2013

15. The term “on call” shall mean employees are required to standby for duty beyond their regular scheduled day while significantly restricting their personal time that can be used for their own purpose. Those eligible for on call must meet the following criteria:
   1. Requirement to maintain normal District functions.
   2. On standby duty and be available to respond.
   3. District approved.

   If on call is approved for a department the following criteria must be met.
   1. Written procedures
   2. Available resources
   3. Compensation package

16. The term “overtime” shall mean any hours worked over 40 actual hours worked with the defined work week approved by the employees’ supervisor. The term “comp time” shall mean hours earned over the position’s scheduled hours that are not paid, but used in lieu of scheduled hours at a later time agreed upon by the employee and his/her supervisor. These hours can be straight time or overtime. The term “flex time” shall mean hours earned over the position’s scheduled hours that are not paid, but used in lieu of scheduled hours at a later time during the same scheduled work week.

17. The term Job Abandonment shall mean three (3) consecutive work days missed by an employee and the employee having no communication with their immediate supervisor or Director of Human Resources of the absence.  
   Revised and Ratified June 25, 2015

18. Durango School District 9-R has a Meritorious Advancement process to recognize employees who go above and beyond the call of duty and make exceptional contributions to the district. The normal pay advancement system and evaluation cycle is designed to recognize the hard work and dedication of all employees within the district.  
   Revised and Ratified June 25, 2015

ARTICLE 2
RECOGNITION

1. The board recognizes the Durango Education Support Professionals Association (DESPA) as the sole and exclusive representative of all full-time, part-time and limited part-time support staff employed by the Durango School District 9-R in the following general job classifications: custodial staff, maintenance staff, food service staff, auxiliary staff, (administrative assistants, secretaries, security, non-certified health service providers), business services staff, transportation staff, paraprofessionals (interpreter/tutor, aides, job coaches). Positions which rely on external funding sources shall be entitled to all benefits of this agreement except salary.
a. When any of the above support employees assist full-time supervisors or building principals in evaluations, the terms of this agreement will not apply when performing such duties.

b. Excluded from this Recognition Article are administrators, principals, substitutes, temporary employees, teachers, adjunct staff, professional/technical staff, and all other employees not generally identified within paragraph one.

Revised and Ratified May 2011

2. This agreement covers those employees of the district who are represented by the DESPA as provided in Section 1 of this Article.

The exclusive recognition of the DESPA granted herein shall continue throughout the term of this Agreement, provided, however, that any support staff person or support staff group may at any time during the months of February or March of the year this Agreement expires, submit a petition to the board signed by thirty percent (30%) of the support staff covered by this Agreement stating that they desire either to be represented by another organization or by no organization and requesting that an election be held to determine the organization, if any, that represents a majority of the support staff. In such event, an impartial and fair election shall be held to determine if a majority of the support staff wishes to be represented by the Association, another organization, or no organization. The group seeking the election will pay the cost of the election. Such election shall be conducted by the American Arbitration Association within thirty (30) days after the employees return to work in the fall, unless mutually agreed to otherwise by the board and the DESPA. A majority of support staff voting in said election shall constitute a majority for the purpose of determining recognition. No more than one (1) such election shall be held in any one (1) school year. If recognition is lost pursuant to the process described herein before the expiration of the term of this Agreement, this Agreement shall expire, as of the date recognition is lost.

3. The board agrees not to recognize or negotiate with any support staff organization other than the DESPA during the term of this Agreement, provided the parties understand and agree that nothing in this Agreement shall be deemed to preclude or restrict the right of any support staff or group of support staff to communicate directly with the board or the administration on any subject.

4. In accordance with State and Federal law, the parties hereto agree that they shall not unlawfully discriminate against any employee.

Revised and ratified May 2011

ARTICLE 3
NEGOTIATIONS PROCEDURE

1. The parties shall meet to negotiate on an annual basis unless terms are negotiated otherwise.

Revised and Ratified May 15, 2018

2. The first negotiation session shall take place no later than February 1st. Each party shall have the right to select its negotiating representatives, and each party may utilize the services of consultants and advisors.

Revised and Ratified May 15, 2018

3. At the start of a negotiation season, the Association and the district will identify the articles that need to be negotiated and determine the order in which they will be addressed during the season; the Association and the district agree that Article 17 (Salaries) and Article 20 (Insurance and Fringe Benefits) will be automatically identified. Additionally, the sick leave bank hours will be reviewed during the negotiations season as outlined in Article 32 (Sick Leave Bank). In the event a multi-year Master Agreement is negotiated, that contract will outline if any articles are to be opened for negotiations during the term of that Master Agreement.

Revised and ratified May 15, 2018
4. The district and the Association agree to utilize the Interest Based Strategies process.  

Revised and Ratified May 15, 2018

5. At the close of the negotiations season, if negotiations are scheduled to take place the following year, the calendar and meeting times for the negotiations sessions will be set.  

Revised and Ratified May 15, 2018

6. The tentative agreement reached as a result of the Negotiations Procedure shall be presented to all Education Support Professionals at a scheduled meeting. Members will have no less than one (1) week to vote on the tentative agreement; vote shall occur by ballot. If the agreement is ratified by the Association, it will be presented to the Board of Education for approval at an official meeting, which shall take place by June 30th.  

Revised and Ratified May 15, 2018

7. When deemed necessary by the District Negotiating Team and the DESPA Negotiating Team, a Memorandum of Understanding (MOU) may be mutually entered to address a problem, issue, or need that is presently not addressed in the language of the current Master Agreement and needs immediate attention. The MOU will serve as a written reflection of the understanding between the two parties that details the obligations, commitments, and expectations for both parties. The purpose of an MOU is to have a written understanding of a situation, arrangement, or need between the two entities and is used to hold the parties responsible in their commitment to one another. When a MOU is necessitated, a MOU Team will be convened and will consist of the following representatives: DESPA Lead Negotiator, one additional DESPA Negotiator, the CEA UniServ Director, District Chief Negotiator, one additional District negotiator, and the Superintendent. In order to go into effect and to be fully executed, MOUs must be approved by consensus of both the MOU Team and Negotiating Team and are subject to Board approval. All MOUs must identify the term, scope and length of the agreement and need to be considered alongside the Master Agreement for possible updates and changes to the Master Agreement during the current or next negotiations cycle.  

Revised and Ratified June 17, 2019

8. Should there be a fiscal emergency or circumstances that may require a change in salary or benefits for employees, the Superintendent or his/her designee shall notify the Durango Education Association (DEA) and the Durango Education Support Professionals Association (DEPSA) at the earliest possible opportunity so the Interest Based Process can be enacted by the DEA and DEPSA Negotiations Teams such that the Negotiations Teams can provide recommendations for consideration to the Durango School District 9-R Board of Education on the management of the crisis.  

Revised and Ratified June 17, 2019

ARTICLE 4
IMPASSE PROCEDURE

1. If the negotiations provided for in the Negotiations Procedure Article of the Agreement do not result in mutual agreement on the terms of a new contract, either party may, in writing, declare an impasse, in which event the procedures set forth in this Article will govern. Upon mutual consent, a mediation technique may be utilized prior to entering into a formal impasse procedure.

2. Either party may request formal mediation by an impartial mediator take place in an effort to resolve the dispute. The mediator will be selected in the same manner as an arbitrator is selected under the Grievance Procedure Article of this Agreement, except that the list of five (5) mediators will be requested from the American Arbitration Association. Mediation sessions will take place in a timely fashion under procedures suggested by the impartial mediator. If mediation sessions are held during the employee duty day, not more than five (5) Association representatives shall, upon request, be granted leave with pay to attend such
sessions as Association representatives by using Association Leave under Article 5, Section 7, if available. Mediation efforts shall end when the mediator concludes that further efforts would not likely be productive.

3. Recommendations by the mediator will not be binding on either party. However, each party will promptly consider recommendations of the mediator.

ARTICLE 5
ASSOCIATION RIGHTS

1. Because of the Association’s representation of the employees covered by this Agreement, the board grants to the Association the rights set forth in this Article.

2. During the staff orientation held each August prior to the start of school, DESPA will be granted at least 30 minutes to conduct Association business and orientation, provide copies of the Master Agreement and answer any questions about the Association. Support staff hired throughout the year will be oriented by the district at the time of hire, given a copy of the Master Agreement and contact information for DESPA.

   Revised and Ratified May 2013

   New employees receive a Membership Option form at the time of hire.

   An employee may choose to join the Association at a later time by completing a DESPA/CEA Membership Form and Dues Deduction Authorization and submitting it to the Association. Members who choose to join DESPA are permitted to drop membership September 1 - October 1.

   Revised and Ratified May 15, 2018

3. The Association may hold meetings of its members in school buildings during non-duty hours at no cost, provided that notice is given to the principal or other administrator in charge of the building and the use does not interfere with or disrupt the normal operation or scheduled use of the building.

4. The Association may use district equipment and supplies upon paying the actual cost of supplies used, provided that advance notice is given to the principal or other administrator in charge of the equipment or supplies and the use does not interfere with or disrupt the normal operation or scheduled use of the equipment or supplies. The district shall have the right to require that certain types of equipment be operated only by those who customarily operate the equipment.

5. The district shall provide the Association with reasonable bulletin board space and district website space for the use of the Association in communicating with employees, provided the material is nonpartisan. Such bulletin board space shall be available in the buildings where employees are assigned. A copy of any material so posted shall be delivered to the Superintendent of Schools and the supervisor of the building, either prior to or at the time of such delivery.

   Revised and Ratified May 15, 2018

6. The Association shall be permitted to use the district email, inter-school mail, and building mail boxes for the delivery of Association communications so long as such communications are labeled as Association materials and adhere to district policy. A copy of any general communications to employees so delivered shall be delivered to the Superintendent of Schools and the supervisor of the building, either prior to or at the time of such delivery.

   Revised and Ratified May 15, 2018

7. Association officials, employees and representatives shall be permitted to transact nonpartisan official Association business on school property and have access to school buildings provided that this shall not interfere with or interrupt school operations or activities. Representatives shall not visit or confer with an
employee in the school building during that employee’s normal hours of duty, except during that
employee’s lunch and break time unless the district and the Association have mutually agreed that business
be carried out during the work day – in such instances such work will be carried out without loss of pay.

Revised and Ratified May 15, 2018

8. Upon request by the Association, up to a total of 200 hours per school year of paid leave time shall be
granted for employees designated by the Association to engage in Association activities or programs, such as
attending the annual CEA Delegate Assembly. None of these days shall be used for negotiations training
or negotiating with Durango School District 9-R. In the event an Association member is elected to the
Colorado Education Association Board of Directors, an additional nine (9) days of paid leave shall be made
available to be reimbursed to Durango School District 9-R by the Colorado Education Association at the
current substitute rate.

Revised and Ratified May 2013

9. Department/building support staff shall be granted a minimum of thirty (30) minutes of paid time per quarter
(four times per school year) for attendance at staff department/building meetings.

Revised and Ratified May 2013

10. Not more than four (4) members of the Association’s Executive Committee shall be permitted to have
flexible arrival and departure times to the extent that it does not interfere with their scheduled duty hours
or the performance of their other assigned duties and provided they give advance notice to their principal
or administrator before utilizing a particular flexible arrival or departure time. The Association will advise
the board of the names of the members of its Executive Committee.

11. The Association shall be furnished, on reasonable request, all prepared information presented to the board
concerning the financial condition of the district, including the financial statement the adopted budget and
all prepared information which is subject to the Open Records Act. In addition, the district will grant
reasonable requests for other available statistical information pertinent to the administration of the
Agreement. The district will respond to such requests in a timely manner.

Revised and Ratified May 2013

12. The Association agrees to monitor the rights contained in this Article and to seek membership adherence
to the provisions as set forth herein.

13. The Association and the District understand the importance of a collaborative relationship between the
Association and the District. The Association president shall be granted no less than the equivalent of four
(4) hours per week for the performance of Association duties and other duties mutually requested by the
Association and the District. The Association president may choose to allocate a portion of his/her release
time to other DESPA officers if he/she deems it necessary to complete duties. Qualified substitutes shall
be provided by the district, as needed, to cover the work site duties of the president during this release time.
The District and the Association agree to meet to determine the release time for the following year no later
than June 30th. The District understands the importance of the work of the Association and the volume of
the work that is required of the president and treasurer to perform necessary duties year round. The District
shall pay an annual stipend of $2,400 for the Association president, to be paid at a rate of $200 per month,
and $600 for the treasurer, to be paid at a rate of $50 per month.

Revised and Ratified May 15, 2018

14. Newly hired Education Support Professionals will be identified on the approved Human Resources
Consent Agenda that is available on the district web page.

Revised and Ratified May 15, 2018

15. The Association and the Board agree that all Education Support Professionals are eligible for
DESPA membership.

Revised and Ratified May 15, 2018
ARTICLE 6
BOARD RIGHTS

1. Except to the extent expressly abridged by a specific provision of this Agreement, the board reserves and
retains, solely and exclusively, all of its rights to manage the district, as such rights existed prior to the
execution of this Agreement with the Association.

2. Without limiting the generality of the foregoing, the term “Board Rights” as used herein includes the powers
and duties as established under C.R.S. 22-32-109 and C.R.S. 22-32-110.

ARTICLE 7
PERSONNEL FILES

1. Upon written request, and at reasonable times, an employee and/or their authorized representative shall be
permitted to examine all material not confidential under law in their personnel file, except confidential
references obtained by the district in considering the employee for employment.

2. Upon request and payment by the employee of the reasonable cost, the custodian of the files will photocopy
any material in the file, which the employee may request.

3. Any material secured by the designated supervisor after the employee is hired and which is related to the
employee’s conduct, service, character or personality shall not be placed in the employee’s file unless the
employee is also furnished a copy of it. Any material received by the designated supervisor and deemed
to be placed in the employee’s personnel file shall be provided to the employee with ten (10) days of its
receipt.

4. An employee shall have the right to answer any material in his/her file and the answer shall be attached to
the material and will remain in the file.

5. Upon request, an employee shall have the right to indicate those documents and/or other materials in the
file, which may be inaccurate and/or inappropriate to retain. Upon written request, the superintendent or
his/her designee shall review said documents, and if in fact they are inaccurate and/or inappropriate to
retain, they shall be destroyed. The decision of the superintendent is final.

Revised and Ratified May 2011

ARTICLE 8
PROBATION PERIOD

During the spring 2013 Negotiations, this Article was removed and the probationary period for classified staff was
eliminated.

Revised and Ratified May 2013

ARTICLE 9
WORKING CONDITIONS

1. The work week will be up to forty (40) hours with seven (7) consecutive days commencing Sunday 12:00
AM and ending Saturday 11:59 PM. Paid holidays will be considered as time worked.

Revised and Ratified May 20, 2014
2. A time keeping system will require employees to manually, mechanically, or electronically record their time. (Start time, lunch[start and ending], and ending time of work)  

   Revised and Ratified May 15, 2012

3. In an effort to improve communication and collaboration, Durango School District 9-R will establish and maintain procedures and conditions for the performance of district responsibilities and which also contribute to the physical and mental well-being of the employee.

   a. Prior to the first day of school with students, the building administrator and building AR(s) will schedule quarterly meetings to include all education support professionals so they may stay informed and be included in decisions that affect education support professionals.

   b. A set of minutes from the meeting will be sent to DESPA leadership and an Administrative Representative.

   c. DESPA leadership will meet at least monthly with the superintendent and quarterly with the Director of the Human Resources department to discuss job descriptions, review the resource guide for specific contacts, schedules, issues from the building meetings and working conditions for clarity and implementation. The meeting schedule will be set in July.

   d. Upon being hired, Human Resources will provide the new employee a written copy of the job description as part of their Human Resources hiring packet. Within ten (10) days from the date of hire, the employee and the direct supervisor/administrator will review and sign the job description. The original will be sent to Human Resources; one copy will be placed in the employee’s evaluation file and one copy will be given to the employee.

   e. Upon being hired, new employees will receive training/mentoring on essential job duties.  

   Revised and Ratified May 15, 2018

4. Per the Colorado Department of Labor and Employment, “employees shall be entitled to an uninterrupted and ‘duty free’ meal period of at least a thirty (30) minute duration when the scheduled work shift exceeds five (5) consecutive hours of work.” Durango School District 9-R schedules a non-paid, uninterrupted and duty free meal period for employees whose shift exceeds five (5) hours. The meal period is to be no less than thirty (30) minutes in duration—and no greater than one (1) hour in duration. Employees are not permitted to alter their assigned work schedules; scheduled meal breaks are to be adhered to unless the supervisor and employee have discussed a change to the schedule.  

   Revised and Ratified May 15, 2018

5. All employees shall be granted a fifteen (15) minute rest period for each four (4) hours of continuous work. Rest periods shall be utilized as near the middle of each four (4) hour period as feasible within the operational needs of the district as determined by the employee’s immediate supervisor.

6. Employees are not permitted to alter their assigned work schedule. Employees may not work more than their regularly scheduled weekly hours unless such hours have been authorized by the supervisor. At the moment the employee believes they will exceed their regularly scheduled hours, the employee will contact their supervisor.  

   Revised and Ratified June 17, 2019

7. In congruence with the District travel policy, when an employee is required to be out of district from his/her duties to carry out assignments or training requested by the administration, expenses including food, lodging and mileage at the current district rate shall be paid to the employee.  

   Revised and Ratified May 15, 2018
8. Additional hours shall be distributed to regular employees in the position. Temporary and substitute employees shall not be entitled to any additional hours unless regular employees in that position are unable to accept the additional hours. In the event of a district designated emergency the superintendent/designee may supersede this provision.

Revised and Ratified May 2013

9. In accordance with FLSA, any employee who exceeds forty (40) hours per week shall either:

   a. Be paid at a rate of one and one-half (1½) times his/her regular hourly wage upon approval of the superintendent (or his/her designee) and his/her administrator/supervisor

   b. May receive compensatory time off at a rate of one and one-half hours for each hour of employment for which overtime is required if the following procedures are followed:

      i. At the time it is determined that extra hours or overtime hours are needed, the supervisor will communicate if those hours will be compensated through overtime pay (a) or compensatory time (b).

         Revised and Ratified June 17, 2019

      ii. Compensatory time must be taken within the same pay period as earned

         Revised and Ratified June 17, 2019

      iii. All time worked shall be accurately recorded by the employee in the manner required by the district.

         Revised and Ratified June 17, 2019

10. Durango School District 9-R provides broad protections regarding the right to a respectful workplace environment. Employees who believe they are subject to behavior not in accordance with district policies regarding staff conduct and have the right to follow the guidance in Article 13, Complaint/Report Procedure, and Article 14, Grievance procedure.

    Revised and Ratified June 17, 2019

11. In the event that temporary employees are hired to complete a specific short-term emergency job, any district employee assigned to the same short-term job shall be compensated at no less than the hourly rate of pay with benefits of the highest paid temporary employee in the specific short-term emergency job.

    Revised and Ratified May 15, 2018

12. When severe weather issues, facilities issues, or other conditions are declared by the superintendent or his/her designee, employees who are required to work overtime hours outside the normal eight-hour workday to address the issue/condition will be paid at their overtime rate, regardless of the use of leaves during that work week. Please see Article 25 for policies/procedures related to emergency school closures.

    Revised and Ratified June 17, 2019

13. There are certain positions in the school district that require the employee to be on call. These positions identify the need for on call work within the job description for the position. The term “on call” is defined in Article 1 of this Agreement. When an on call process is in place, the written procedure is provided by the department supervisor.

    Revised and Ratified May 15, 2018

ARTICLE 10
EVALUATION

1. Purpose of Evaluation: The primary purpose of evaluation shall be to maximize employee potential in order to enhance student achievement and support a positive learning environment. The Evaluation Form and
Rubric are located in Appendix C; the Support Staff Performance Observation Form is located in Appendix C. The goals of evaluation shall include:

a. Team building  
b. Positive working relationships  
c. Identification/recognition of strengths  
d. Identification/recognition of areas of growth  
e. Identification/recognition of goals which will enhance the job skills and performance of the employee

All education support professionals will be evaluated annually. A positive evaluation is necessary for ESP to be eligible for compensation advancement and/or meritorious advancement consideration. (See Article 17, Salaries for more information on compensation advancement.

Revised and Ratified June 17, 2019

2. Training: By the end of the first week of school of each school year, building/department level administrators shall provide training for education support professionals on the evaluation process, specific evaluation criteria, and the forms to be used during the process. Employees will also receive training on the school district and department/building goals and priorities. Employees hired after the start of the school year will receive training within one week of their first report day. At the time of training, employees will be informed of their evaluator for the school year as well as input sources/forms (Appendix C) that will be utilized during the evaluation process.

Revised and Ratified June 17, 2019

3. Self-Assessment: Education support professionals will conduct a self-assessment by September 30th or thirty (30) days following the date of hire if hired after September 1st. Prior to conducting the self-assessment using the education support professional evaluation rubric, the employee should review the job description and reflect upon the prior year’s summative evaluation.

Revised and ratified June 17, 2019

4. Professional Growth Plan: Education support professionals will develop their professional growth plan (Appendix C) with their evaluator by September 30th or thirty (30) days following the date of hire if hired after September 1st. The professional growth plan should focus on areas of growth identified through the self-assessment process.

Revised and Ratified June 17, 2019

5. Observation: The evaluator will observe work performance and product over the course of the year. Education support professionals who serve in a direct instructional support role and bus drivers will receive at least one formal observation by their evaluator by December 31st. Other ESP may have a formal observation upon the supervisor’s discretion however it is not required.

Revised and Ratified June 17, 2019

a. Formal Observation: Prior to a formal observation occurring for an employee within the first year of employment in their position, a pre-observation conference will occur between the employee and the evaluator. In subsequent years of employment in the same position, a pre-observation is not required however one may be held at the request of the ESP or the evaluator. The formal observation must be at least thirty (30) consecutive minutes in length and utilize the Formal Observation form (Appendix C). All formal observations of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. Any time a Formal Observation is conducted, a post-observation conference will be held with the employee within ten (10) contract days of completion of the Formal Observation.

Revised and Ratified June 17, 2019

6. Midyear Evaluation: By January 31st a conference will occur between the evaluator and the employee to discuss job performance to date and progress on the professional growth plan. Where
appropriate, this conference will include the on-site administrator and/or feedback from the on-site administrator. The midyear evaluation will be documented on the midyear evaluation form. If the employee is not making satisfactory progress, a plan of improvement will be developed to address the area(s) of concern.

Revised and Ratified June 17, 2019

6. Summative Evaluation: By two weeks prior to the last contract day for the employee a conference will be held between the evaluator and the employee to review the Summative Evaluation (Appendix C). The Summative Evaluation will be based upon formal (where required) and informal observations, work performance and product. The Summative Evaluation will include a review of the professional growth plan. The Summative Evaluation will reference the midyear evaluation as well as input source forms. The Summative Evaluation will be used in conjunction with the self-assessment in the following school year to develop a professional growth plan. Evaluations must be signed by the employee and the evaluator; the original must be sent to the Department of Human Resources.

Revised and Ratified June 17, 2019

7. Written Improvement Plan:
   
a. A written improvement plan, that addresses no more than three (3) area(s) of concern at one time, will be developed when:
      
ii. An employee receives a rating of “N” (Needs Improvement) in any one performance area on the Summative Evaluation. The Written Improvement Plan should be developed jointly by the evaluator and the employee and a copy of it forwarded to the department of Human Resources.

b. The Written Improvement Plan should be developed jointly by the evaluator and the employee and a copy of it forwarded to the Human Resources Department. The plan will include the following:
   
i. Objective(s) for Improvement (written in measurable terms)
ii. Specific Recommendations
iii. Strengths
iv. Weaknesses
v. Timeline for Improvement

c. At the end of the Improvement Plan process, the evaluator will recommend one of the following:
   
i. Improvement Plan Completed Satisfactorily. The evaluator will indicate on the Improvement Plan that the deficiency identified has been satisfactorily corrected and forward the document to the director of Human Resources.
ii. Improvement Plan not completed satisfactorily. The employee will move to a remediation plan.

d. During the period of improvement, the employee will not be eligible for consideration for a vacancy.

Revised and Ratified June 17, 2019

8. Remediation Plan:
a. Remediation Plans should be developed jointly by the evaluator and the employee, and a copy of it forwarded to the department of Human Resources

b. A Remediation Plan will contain the following:

i. A written statement of deficiencies to be corrected (written in measurable terms).
ii. Timeline for correction of deficiencies.
iii. Resources available and/or provided for assistance.
iv. Schedule for evaluation of progress toward accomplishment.

c. At the end of the remediation process, the evaluator will recommend one of the following:

i. Completion of Remediation Plan (all deficiencies corrected). The evaluator will indicate on the Remediation Plan that all deficiencies have been corrected and forward the document to the director of human resources.
ii. Continuation of Remediation Plan
iii. Recommendation for Termination

d. During the period of remediation, the employee will not be eligible for consideration for a vacancy.

Revised and Ratified May 2013

ARTICLE 11
VACANCIES AND TRANSFERS

1. Vacancy: A bona fide vacancy exists when it is approved by the Durango School District 9-R Board of Education and when the administrator, after consideration of staffing needs, declares the position vacant by submitting a Job Posting Request to the director of human resources.

   a. Durango School District 9-R and the Association agree that the interests of the district are best served by the prompt announcement and filling of vacancies. Vacancies will be posted upon final approval by the district. A notice of such vacancy will be posted in the central administration building, in each school/department in a designated area. Positions are posted to the district website for a minimum of six (6) days. Schools and departments that are closed during the summer months will not post vacancy notices during the summer.

   b. If an administrator has reason to delay the declaration of a vacancy, he/she must communicate her/his reason(s) to the director of human resources in writing, along with an estimate of when the vacancy can be declared. This communication must be made available to the Association upon request.

   c. Vacancies may be posted as internal or internal/external.

Revised and Ratified May 2013

2. Voluntary Transfer: A transfer initiated by an employee shall be defined as a change in work location or change in job family with the same, higher, or lower wage rate.

   a. Employees wishing to be considered for a voluntary transfer must complete the online application for the posted vacancy.

   b. Any current employee that applies for a position must be considered and personal contact made for a possible full interview.

   c. All voluntary transfer applicants and outside applicants shall be interviewed concurrently and the position shall be offered to the most qualified applicant.

Revised and Ratified May 2013
3. Administrative Transfer: The district shall have the right to make administrative transfers before the director of human resources makes an official announcement of a given vacancy.

a. In the case of administrative transfers, the employee involved shall be informed of the transfer in a conference between the employee involved and the administrator or the superintendent. Reasons for transfer shall be given in writing, and the employee will be provided the duties of the new assignment in writing. Except in cases of unanticipated vacancies, a two week notice shall be given to the employee and the department or building. The transfer will not take effect until a replacement has been adequately trained as judged by the administrator.

b. Administrative transfers shall not be used by any administrator for punitive or disciplinary action without the recommendation of the Superintendent and/or his/her designee through discussion with the administrator and employee. Reasons for the transfer shall be given, and the employee will be provided the duties of the new assignment in writing.

Revised and Ratified May 2013

4. Placement on the Salary Schedule for current School District employees who are making a change in their job:

a. Change to a higher range position within the same job family: The employee will be placed one step lower in the new range of the salary column resulting in an increased hourly rate. If placement one step lower results in a lower hourly rate, then the employee will be placed on the same step in the higher range position.

Revised and Ratified May 23, 2017

b. Change to a lower paying position within the same job family:

i. If the employee has been employed in the higher paid position for less than one (1) year, the employee will be placed at the same step in the new salary column

ii. If the employee has been employed in the higher paid position for one (1) year or longer, the employee will be placed one step higher in the new salary column.

c. Change to a new position in a different job family: The employee will be placed in the new salary column using the placement method for new hires. In addition, they will be awarded years of service credit when being placed; three (3) years of service within the Durango School District 9-R will equate to one (1) step on the salary schedule.

Revised and Ratified May 2013

ARTICLE 12
DISCIPLINE, SUSPENSION, AND TERMINATION

1. Introduction:

a. The employment of each support staff employee of Durango School District 9-R shall be subject to approval or ratification by the Durango School District 9-R Board of Education. When necessary, the administration may make temporary assignments of support staff personnel pending ratification of employment by the board of education.

b. Compensation of such employee shall be in accordance with applicable board policies and salary schedules.

c. Every support staff employee shall serve at the pleasure of the board of education unless such employee has entered into a written contract with the district specifying a particular contractual term of employment.

d. At any step in this process which may result in disciplinary action, an employee may request a co-worker or Association member be present.
e. In the interest of fairness and equity, all discipline, suspensions and terminations shall be subject to the following procedures.

2. Investigative Suspension:
   a. A support staff employee may be suspended for the term of an investigation by the superintendent or administrator having supervision over the support staff employee when such administrator deems it to be in the best interest of the district or the employee to impose such a suspension. No investigative suspension shall exceed thirty-one (31) days unless the matter of the suspension has been presented to the board of education and the board of education has approved the suspension for an additional period of time.
   b. Such suspension may be with or without pay at the discretion of the administration. However, if reinstated, the employee shall be entitled to receive any pay which has been withheld unless otherwise ordered by the board of education.
   c. After the conclusion of the investigation, the administrator will present the employee with the complaint, the procedure used in the investigation and the findings.

3. Discipline:
   a. Where appropriate, the supervisor shall follow the principles of progressive discipline with respect to employee discipline. Normally, a written warning will be given for the first offense. Successive offenses will be cause for further action. According to the circumstances, the administrator shall administer the appropriate discipline. A supervisor may recommend disciplinary suspension, termination, or other discipline based on an employee’s quality of work or conduct.
   b. Upon return from any unpaid or paid suspension, a plan for improvement outside the evaluation process may be imposed. The written improvement plan is to include the following:
      i. Objective(s) for improvement (written in measurable terms)
      ii. Specific Recommendations
      iii. Strengths
      iv. Weaknesses
      v. Timeline for improvement

4. Due Process for Discipline Other than Termination:
   If the employee feels he/she has been disciplined unfairly, the employee may use the informal conference, Level 1, Level 2 of the Grievance procedure, Article 14. If the Employee wants to appeal the Level 2 decision, the employee may appeal to the board of education. A request for a hearing may be made to the board within ten (10) working days of receipt of the Level 2 decision and shall be scheduled at the next regularly scheduled board meeting. The employee may call witnesses and present evidence. The employee may have representation at the hearing. The decision of the board of education is final.

5. Termination:
   a. A support staff employee may be terminated with the approval of the board of education upon two (2) weeks written notice from the superintendent.

   A support staff employee shall not be entitled to pay at the time written notice is issued to the employee. Should the board of education not uphold the recommendation for termination by the Superintendent, the employee’s pay would be compensated for the period of unpaid leave.

   i. In the event of termination, the regular support staff employee shall have an opportunity to request a meeting to discuss the termination. The employee shall be given written notice affording him/her not less than three (3) days to request a meeting and advising him/her that she/he may have representation at the meeting. Witnesses are not to be included in this meeting but other documentation may be provided that is relevant to the discussion.
If the request is made for a meeting under such circumstances, it shall be held no later than ten (10) working days after such notice is given. The meeting may be held before the superintendent or his/her designee who shall discuss findings of fact. The administrator of the employee being recommended for termination shall be present at the hearing.

b. In the event of Job Abandonment by an employee, the employee will receive written notice informing them of the date of termination at which time pay and benefits will cease. The written notice will include notification affording the employee not less than three (3) business days to request a meeting with the superintendent and advising the employee that they may have representation at the meeting.

Revised and Ratified June 17, 2019

6. Nothing herein shall be deemed to be a pre-requisite to or limitation on the authority of the board of education as described in the powers and duties of the school board as established under C.R.S. 22-32-109 and C.R.S. 32-110 and any other related statutes, and nothing in this article shall be deemed to alter or limit the at-will status of employees covered by this Agreement.

ARTICLE 13
COMPLAINT/REPORT PROCEDURE

1. If a complaint against a staff member is made, the person making the complaint shall be encouraged by the administrator to discuss it first with the staff member to see if the problem can be resolved.

2. If a complaint concerning an employee is made to an administrator and the administrator determines that the complaint may be serious enough to warrant consideration of documentation or inclusion in the employee’s personnel file and/or evaluation report, an informal conference shall be held within ten (10) working days of the initial complaint and may include the complainant, employee, and administrator. It shall be the administrator’s responsibility to write a summary of the issues that gave rise to the complaint. The employee shall have the right to respond in writing to the issues raised by the complaint, and this response will be added to the summary.

3. If the complainant will not meet with the employee, the administrator shall meet promptly with the employee to discuss the nature of the complaint. The administrator shall then contact the complainant and present the ideas developed by the administrator and employee. If resolution is reached at this point, the complaint shall be considered closed. The complaint shall be referenced in the employee’s personnel file only if the administrator considers it serious enough to do so, or unless similar incidents have occurred before. In such case, the administrator shall supply the employee with a copy of the reference and the employee may make a written response which shall be attached to the reference in the personnel file. No reference of the complaint shall be made in the personnel file if the complaint was unjustified or was found untrue.

4. If the complaint continues beyond paragraph 3, the complainant may file a signed and dated written complaint with the administrator within ten (10) working days after the last administrative contact with the complainant.

5. Upon the filing of a signed and dated complaint, a copy of which shall be given to the employee, a formal conference shall be held with the employee and administrator within ten (10) working days of its receipt. The signed complaint shall only contain information related to issues that gave rise to the complaint. The employee shall be entitled to have a representative present.

6. If the complainant elects not to file a signed, written complaint, the administrator may continue the investigation of the issues that gave rise to the complaint as an administrative action. The employee shall be notified in writing of this event.
7. After an investigation, the administrator shall determine:
   a. The complaint is justifiable and documentation is to be included in the personnel file and/or evaluation report. Documentation shall include the original written complaint, a record of the administrator’s investigation, and a rationale for the decision. The employee may make a written response which shall be attached to and become part of the original complaint; or
   b. The complaint is unjustifiable and the documentation shall not be included in the personnel file and/or evaluation report.

8. Subject to legal limitations, the complainant and employee shall be notified in writing of the decision made by the administrator.

9. If either party feels that the decision reached by the administrator is wrong, either party may appeal the decision to the superintendent.

10. Although time limits may be extended by mutual consent, every effort shall be made to assure a quick resolution.

11. Nothing in this agreement is intended to abridge the authority of Durango School District 9-R to discipline an employee. Actions taken by the district must comply with provisions in Article 10- Evaluation and Article 12- Discipline, Suspension, and Termination.

12. Nothing in this Article shall require disclosure of the name of a complainant if it is contrary to state or federal statute.

13. There shall be no harassment, intimidation or retaliation against a complainant or a complainant’s student for having filed a complaint. Revised and ratified May 2007

ARTICLE 14
GRIEVANCE PROCEDURE

1. Definitions:
   a. A “grievance” shall mean a complaint that there has been a violation, a misinterpretation, or misapplication of any provision of this agreement, or of any policy that directly addresses employees’ salaries, benefits and working conditions.
   b. A “grievant” is any employee covered by this agreement.
   c. A “representative” is a person selected by the grievant to assist in the presentation of the grievance.
   d. “Immediate supervisor” is the person who has direct administrative or supervisory responsibilities specific to the grievance.

2. The purpose of the grievance procedure is to secure, as soon as possible and at the lowest possible administrative level, solutions to grievances. Hence, the number of days specified for each grievance level shall be considered a maximum. Every effort should be made to expedite the process and avoid carrying the process into the summer vacation period or the following school year. The time limits, however, may be extended by mutual consent of the boards’ representative and the grievant. Such agreements will be prepared in writing or typed, signed, dated and distributed as designated on the grievance form.

3. To be valid, a grievance must be filed within the time limit specified. If a grievance is not carried from one level to the next within the applicable time limit, it will be deemed settled on the basis of the prior grievance answer. If the answer at any level is not given within the time limit specified, the grievance will be automatically advanced to the next level unless the grievant states in writing that such is not desired.
4. Level 1 – The grievant will, within fifteen (15) working days after he knew, or reasonably should have known, the facts or circumstances on which the grievance is based, first discuss his/her grievance with his/her principal or other immediate supervisor in an effort to resolve the matter informally. The grievant, at his/her option, may be accompanied to the meeting by a representative. Within this period, if such resolution is not accomplished, the grievant will reduce his/her grievance to a written, signed statement and file that statement with his/her principal or other immediate supervisor. A grievant will be required to identify with particularity, by reference to section number and specific language, the Article or provisions of board policy allegedly violated and to state specifically the nature of the violation, misapplication or misinterpretation. The principal or other immediate designated supervisor will give his/her written decision and rationale within seven (7) working days after the written grievance is filed with him.

5. Level 2 – If the grievance is not satisfactorily resolved at Level 1, the grievant may appeal to the superintendent or the superintendent’s designee within seven (7) working days after receipt of the written Level 1 decision of his/her principal or their immediate supervisor. The appeal will be in writing, will be signed by the grievant, and will specify those parts of the original grievance not satisfactorily resolved by the Level 1 decision. Additional information may be provided by the grievant at this level. If the original grievance is revised from its original state, the superintendent, or his/her/her designee, will consult with the grievant immediate supervisor to provide an option for the grievance to be resolved at Level 1. If the grievance is not resolved at Level 1, it shall be formally reviewed at Level 2. After the grievance is accepted for resolution at Level 2, the grievance shall not be changed at this level or subsequent levels. The superintendent/designee, will meet with the grievant within ten (10) working days after receipt of the written appeal. The grievant may at his/her option, be accompanied to this meeting by a representative. The superintendent or his/her designee will give his/her written decision and rationale within ten (10) working days of this meeting.

6. Level 3 – If the grievance is not satisfactorily resolved at Level 2, the parties agree to participate in non-binding arbitration of the dispute upon the written demand of the Association. Such demand shall be postmarked or hand delivered to the superintendent/designee within ten (10) working days after receipt by the Association of the Level 2 decision, or within ten (10) working days after expiration of the time limit for the Level 2 decision.

   a. In the event of arbitration, the arbitrator shall be selected as follows: The board and the Association shall each submit to the other a list of five (5) acceptable arbitrators within seven (7) working days after the demand to arbitrate has been made. From these lists a mutually acceptable arbitrator shall be selected, if possible. Should the board’s representative and the Association be unable to agree within five (5) working days upon a mutually acceptable arbitrator, the American Arbitration Association (AAA) shall be called upon to furnish a list of five (5) arbitrators from who the parties shall select an arbitrator. Within five (5) working days after receipt of the list of arbitrators from the AAA, the parties shall meet to make such selection. The party demanding arbitration will first strike a name from the list, after which each in turn shall strike a name from the list, and so on, until one name remains. The remaining name shall be the designated arbitrator.

   b. The arbitrator shall have the authority to hold hearings and make procedural rules. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement. Likewise, the arbitrator shall have no authority to render a decision on any issue other than interpretation of application of this Agreement. If a case is taken to arbitration which the arbitrator concludes involves an issue on which the arbitrator has no right to render a decision by reason of the foregoing, the case shall be referred back to the parties without decision. The parties agree to Give good-faith consideration to the recommendations of the arbitrator, but such recommendations shall in no way be binding on either party, but shall be advisory only. The expense of the arbitrator shall be borne equally by the board and the Association. Either party may request that an official stenographic record of the testimony taken at arbitration hearings be made and a copy of any transcript so made shall be provided to the arbitrator. The party requesting a stenographic record
shall pay the cost thereof, except that if the other party shall request a copy of any transcript, they shall share equally in the entire cost of making the stenographic record.

c. The board shall take official action on the decision of the arbitrator at the next regularly scheduled meeting of the board, unless the decision is rendered within ten (10) working days prior to said board meeting, in which event action will be taken at the next following regular meeting of the board. The grievant and the grievant’s representative may request time in Executive Session to present their case to the Board of Education prior to any decision by the board.

7. No reprisal shall be taken against any employee, Association representative or other participant in the grievance procedure by reasons of such participation.

8. All written and printed material dealing with the processing of a grievance will be filed separately from the personnel files of the grievant.

9. To facilitate operation of the grievance procedure, necessary forms for filing, for serving notices, for making appeals and other necessary actions will be jointly prepared and distributed by the board and the Association.

10. The board agrees to make available to the grievant, upon his/her request, all district documents as provided by the Open Records Law.

ARTICLE 15
RESIGNATION

1. Resignations shall be submitted in writing through the designated administrator and directed to the director of human resources. Resignations shall be filed with the director of human resources at least two (2) weeks prior to the effective date of resignation unless other specific notice arrangements have been made. Such notice may be waived under extenuating circumstances, as determined by the director of human resources. If a written resignation is not submitted by an employee, it will be considered job abandonment and the employee will be terminated by board action.

2. The board delegates the ability for its administrators to accept resignations from employees and have those resignations be effective for vacancy posting immediately. The board will act on the administrative action at their next regularly scheduled board meeting.

3. Any employee who separates from the district must immediately return all district property or compensate the district for the property not returned.

Revised and Ratified June 25, 2015

ARTICLE 16
RETIREMENT

1. Normal retirement and retirement increment:

   a. District employees are under the State Retirement Act and the Public Employment Act of Colorado.

   b. An employee who retires from the district and who is approved for a bona fide retirement program by the Public Employees Retirement Association (herein the “PERA”) will be eligible for a retirement payout of unused Animas Days. The employee must provide documentation of eligibility by PERA, for example, PERA’s Benefit Estimate. Up to ninety (90) Animas Days can be paid out upon retirement at the hourly rate for the position held at the time of retirement. The day is calculated based on the hours per day of the position at the time of retirement. Any payment made by the district for Animas Days does not count toward any salary for PERA benefits.
c. Upon PERA eligible retirement, employees who have in excess of 90 Animas Days may receive 50% of their rate of pay at retirement for Animas Days in excess of 90, up to 120 Days. The day is calculated based on the hours per day for the position at the time of retirement. Any Animas Days in excess of 120 will receive no compensation.

d. Retiring employees who have been approved for a PERA retirement program shall have the right to COBRA medical coverage for 18 months by paying the full individual premium plus administrative costs (2% allowed by COBRA).

Revised and Ratified May 23, 2017

2. Transition Year:

a. State laws governing the Public Employees’ Retirement Association (PERA) allow an employee to retire with PERA benefits while working for the district after retirement. Following a one calendar month break of employment, a PERA retiree may work a specified number of days or hours according to PERA restrictions. (See for details)

b. A transition year may occur in the year immediately following the contract year in which an employee retires. An employee must be PERA eligible and submit documentation provided by PERA of such eligibility at the time of application, for example, PERA’s Benefit Estimate.

c. The employee shall submit an Education Support Professional Transition Application, Appendix D, to the director of human resources by January 15th. The employee may rescind the transition application, in writing, no later than March 31st.

d. If the building principal or supervising administrator has determined, and the superintendent/designee concurs, that the Education Support Professional Transition Application should be forwarded to the Board of Education for approval, the employee will be recommended for the position and the position will not be advertised.

e. The board shall act on the transition application not be approved, the application is considered to be null and void.

f. Retirees in a transition year are not eligible for benefits. Paid holidays are considered a benefit.

g. Per Colorado PERA regulations, all remaining eligible leave for an employee will be paid out upon retirement. During the transition year the retiree will be granted five (5) sick leave days per academic semester. If unforeseen medical circumstances arise, the retiree may request to use their second semester sick leave allocation (in part or full) early by submitting a written request to their supervisor. The supervisor will respond to the request in writing within two (2) working days. If these sick leave days are not used during the transition year, there are no additional payouts at the end of the transition year.

Revised and Ratified June 17, 2019

h. The retiree shall not be covered by any section of the Master Agreement except Section 2-Transition Year of Article 16.

i. The retiree shall receive a transition year contract, which places the employee on the same salary step as the year prior to the start of the transition year. This contract shall include an unconditional resignation at the end of the transition year contract and continue an at-will employment status during the transition year.

j. Transition positions may include full-time or part-time assignments
k. Should legislation, PERA rules, and/or PERA interpretations eliminate of materially modify the current transition contract provisions, the following guidelines shall be implemented:

i. The superintendent/designee shall promptly notify, in writing, the Association of the change.

ii. Section 2 of this Article shall be automatically opened, in addition to any other scheduled openers, for the next negotiation session(s).

iii. Retirees who have executed a transition year contract, but who have not yet commenced work pursuant to such contract, shall be entitled to rescind their resignation for retirement purposes. The transition year contract shall thereupon be null and void.

iv. Such individuals shall be given priority subject to establish criteria for any successor plan negotiated by the parties.

Revised and Ratified May 23, 2017

ARTICLE 17
SALARIES

1. The salary schedule(s) is/are attached as Appendix A and incorporated by this reference. All support employees will be subject to salary placement and movement according to this article and Article 11, Transfer and Reclassification.

2. Upon the recommendation of the administrator and approval of the superintendent, new employees will be eligible for regular employment status. Nine (9) month employees may select a nine (9) month or twelve (12) month pay option. All other employees will be paid on a twelve (12) month schedule.

3. When salary increases outside of the negotiated compensation system are approved by the board, they will be effective for each work year in the July payroll for 12 month employees and in the September payroll for other employees. Employees will receive a Personnel Action Form annually and when there are any changes in work status.

Revised and ratified June 17, 2019

4. The district complies with the Fair Labor Standards Act (FLSA). No employees may work more than regularly scheduled hours unless such hours have been approved by the administrator.

Revised and ratified June 17, 2019

5. Placement on the Salary Schedule:

Due to compaction of the salary schedule, years of experience do not equate to the step an employee is on.

a. Initial Placement: Employees new to the district shall be placed using the system below:

<table>
<thead>
<tr>
<th>Years of Credited Experience*</th>
<th>Placement in the Salary Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3</td>
<td>Step 1</td>
</tr>
<tr>
<td>4-6</td>
<td>Step 2</td>
</tr>
<tr>
<td>7+</td>
<td>Step 3</td>
</tr>
</tbody>
</table>

*Credited Experience is experience which substantially contributes to the position’s essential duties and responsibilities. Experience must have occurred in paid position, for at least six month(s), at least twenty (20) hours per week.
b. Employees who move to a different job will be placed on the salary schedule according to Article 11 section 4.

c. Employees affected by issues of internal equity who have been identified at the time of the ratification of this agreement shall have those issues resolved by the director of human resources and a DESPA representative.

During any remediation period, the employee will not be eligible for any annual movement until the successful completion of the Remediation Plan. At that time, the employee will be eligible for the negotiated pay raise in effect at the time the remediation plan is removed.

6. Advancement on the Salary Schedule:

In the spring of 2018, Durango School District 9-R implemented a new ESP Compensation System that permits an employee to increase by one step in their pay rate as a result of all of the following conditions being satisfied:

   a. The employee is hired by a date in the work calendar such that they can be issued a Letter of Intent that would reflect 1/3 of the work calendar. For 9 month staff, that is 60 work days, for 10 month staff that is 67 work days, for 11 month staff that is 73 work days, and for 12 month staff that is 83 work days, and
   b. The employee completes the required professional development outlined on the work calendar, and
   c. The employee has a proficient or higher evaluation

The previous compensation system did not permit automatic movement for an employee; movement was conditional on an increase awarded through a ratified agreement subsequently approved by the Board of Education.

7. Professional Development:

Most 9, 10, and 11 month ESP will complete their professional development (PD) as a result of the coursework they engage in on the designated PD Days on their respective work calendar along with the PD they complete in August prior to students returning to school.

Recognizing that many of the 12 month ESP work in specialized areas, they may participate in the three (3) designated PD days that appear on the 9, 10, and 11 month work calendars. However, they do have the flexibility to complete their PD on other days to accommodate when courses are offered throughout the year.

Professional development hours need to be completed by the last day of the employee’s designated work calendar. The chart below specifies the number of hours needed for various FTE.

<table>
<thead>
<tr>
<th>Employee’s FTE as listed in the Employee’s Letter of Intent</th>
<th>Employee’s Scheduled Work Hours per Day</th>
<th>Employee’s Scheduled Work Hours per Week</th>
<th>Required PD Hours for Advancement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>8.0</td>
<td>40</td>
<td>32</td>
</tr>
<tr>
<td>0.9375</td>
<td>7.5</td>
<td>37.5</td>
<td>29</td>
</tr>
<tr>
<td>0.9062</td>
<td>7.25</td>
<td>36.25</td>
<td>29</td>
</tr>
<tr>
<td>0.90</td>
<td>7.2</td>
<td>36</td>
<td>28.8</td>
</tr>
<tr>
<td>0.625</td>
<td>5</td>
<td>25</td>
<td>20</td>
</tr>
<tr>
<td>0.50</td>
<td>4</td>
<td>20</td>
<td>16</td>
</tr>
<tr>
<td>0.475</td>
<td>3.8</td>
<td>19</td>
<td>15.2</td>
</tr>
</tbody>
</table>
Additional/alternative professional development, or professional development that needs to be made up, must be coordinated with, and approved by, the employee’s supervisor. The approval form for professional development is located in Appendix G.

Revised and ratified June 17, 2019

8. Durango School District 9-R has a Meritorious Advancement Process that is open to all employee groups. For more information on the Meritorious Advancement Process, please see Article 1, Definitions.

Revised and ratified June 17, 2019

9. Durango School District 9-R compensates ESP who serve on committees to ensure that we continue to attract, retain, and recognize ESP who serve on committees.

For building committees that occur during the scheduled workday, or adjacent to the scheduled workday, ESP are to remain clocked in while they serve on the committee(s). If there is a gap in time of more than fifteen (15) minutes from the time an employee’s shift ends and the start time of the meeting then the employee will clock out and then clock back in for the meeting.

For district committees that occur after the scheduled workday, a stipend is calculated based on the meeting times for the committee and the work required for the district committee. Stipends are based on the rate of $19.50 per hour. Committee work, meeting dates and times, and the stipend amount are communicated prior to the committee starting for each year. Employees will not clock in for district committee meetings outside of the scheduled workday; they will sign in on an attendance sheet that will be used for payroll processing.

Revised and ratified June 17, 2019

ARTICLE 18
PAID HOLIDAYS

1. Holidays for all employees are designated as follows and each will be observed on the day or date indicated:
   a. New Year’s Day (January 1st)
   b. Memorial Day (Monday Holiday Bill – last Monday in May)
   c. Labor Day (the first Monday in September)
   d. Thanksgiving Day (the fourth Thursday in November)
   e. The Friday following Thanksgiving
   f. Christmas Day (December 25th)

2. Holidays for 11 month employees will be the same as #1, with the addition of Independence Day (July 4th).

3. Holidays for 12 month employees will be the same as #1 with the addition of Independence Day (July 4th), Christmas Eve, and New Year’s Eve.

4. If an employee’s work week does not fall on a scheduled holiday, then their first work day following the holiday will be considered their holiday. They will not be required to report to work that day and will receive compensation for the holiday.

5. Employees may be requested to perform services on holidays (when necessary) in an emergency or when necessary to avoid disruption of school programs. Such employees shall receive compensation as provide for in this Agreement.

6. Employees required to work on a paid holiday will receive double time compensation.

Revised and Ratified May 20, 2014
ARTICLE 19
SALARY DEDUCTIONS

The following language shall precede except as it conflicts with newly adopted language in Article 5.2 where conflicts exist will supersede.

1. The board agrees to deduct from the salary of members of the Association the amount of money certified by the Association to the board as the applicable dues for the Association, the Colorado Education Association and the National Education Association, where such deductions have been requested in writing by the individual members. The district agrees to transmit such monies so deducted to the Association on a regular monthly basis.

2. An executed dues deduction authorization once furnished to the board shall remain in the district unless it is revoked in accordance with Section 3 of this Article. Dues will be deducted in equal installments for each month the employee receives a paycheck (September through the next August) for which the individual dues deduction authorization is effective and has been furnished to the board, except that authorizations received after the 15th day of any month will not be effective until the following month.

3. The Association will permit an employee to revoke his/her dues deduction authorization if the request is made in writing by September 30th. The revocation will be effective immediately upon being received, except that if a revocation request is received after the 15th of September, it will not be effective until the following month. The Association will provide a copy of any revocations received to the district. A terminating employee shall be deemed to have revoked his/her dues deduction authorization as of the date of his/her final paycheck.

4. In addition to furnishing to the district the signed dues deduction authorizations of individual employees, the Association may furnish to the district a list of all employees whom its records show to have authorized the deduction of Association dues. If there are any employees on that list for whom the board either does not have an executed individual dues deduction authorization, or for whom the board is not deducting dues for any other reason (such as revocation of the authorization), it will so notify the Association within fifteen (15) days after receiving the Association list.

5. The Association agrees to hold Durango School District 9-R harmless from any and all claims, including reasonable attorney fees, arising from the withholding of dues pursuant to this Article.

6. In addition to those deductions from an employee’s salary which are required by law, and for payments to an authorized credit union, the district may authorize the deduction of other sums for specific purposes. However, such deduction shall be made only upon authorization of the district for that specific purpose, and only upon the written authorization of the individual employee for such deduction.

ARTICLE 20
INSURANCE AND FRINGE BENEFITS

1. The district will contribute the statutory percent of the gross wages of all eligible employees into the Public Employees Retirement Association (PERA) program as required by PERA statutes, rules and regulations.

2. Durango School District 9-R shall provide access to a group health and accident insurance program, a group vision program, and a group dental insurance program. Durango School District 9-R shall pay the cost of the premium for a single employee on at least one of the health plans as follows:
   Health Insurance:
   - 0.60 FTE - 1.0 FTE hired prior to July 1, 2019: The district shall contribute at least 100% of the premium cost of the “free plan” to each employee who was employed in a benefit eligible to use
towards the premium cost of the Durango School District 9-R health insurance plan selected by the employee.

- 0.40 FTE – 0.59 FTE hired prior to July 1, 2019: The district shall contribute at least 50% of the premium cost of the “free plan” to each employee who was employed in a benefit eligible position to use towards the premium cost of the Durango School District 9-R health insurance plan selected by the employee.

- 0.60 FTE - 1.0 FTE hired on or after July 1, 2019: The employee shall have access to one health plan that will cost the employee 8% of the district’s contribution for a single employee health insurance premium for the 2019-2020 school year. In subsequent years, the district insurance committee will recommend the rate of this health plan to be between 5% to 10% of the district’s contribution for a single employee health insurance premium. The other health plans are available for purchase by the employee at the published rates.

- 0.40 FTE – 0.59 FTE hired on or after July 1, 2019: The district shall contribute at least 50% of the district’s contribution for a single employee health insurance premium for the 2019-2020 school year to use towards the premium cost of the Durango School District 9-R health insurance plan selected by the employee.

- Less than .40 FTE- employees hired on or after July 1, 2019 are not eligible for Durango School District 9-R contributions to the premium cost and are not eligible to purchase a Durango School District 9-R health plan.

Revised and Ratified June 17, 2019

Dental Insurance:

- 0.60 FTE - 1.0 FTE hired prior to July 1, 2019: The district shall contribute 100% of the premium cost of the Durango School District 9-R dental insurance plan to each employee who was employed in a benefit eligible position in the 2018-2019 school year.

- 0.40 FTE – 0.59 FTE hired prior to July 1, 2019: The district shall contribute 50% of the premium cost of the Durango School District 9-R dental insurance plan to each employee who was employed in a benefit eligible position in the 2018-2019 school year.

- 0.60 FTE - 1.0 FTE hired on or after July 1, 2019: The employee shall have access to a dental plan that will cost the employee 8% of the district’s contribution for a single employee dental premium for the 2019-2020 school year. In subsequent years, the district insurance committee will recommend the rate of this dental plan to be between 5% to 10% of the district’s contribution for a single employee dental premium.

- 0.40 FTE – 0.59 FTE hired on or after July 1, 2019: The district shall contribute at least 50% of the district’s contribution for a single employee dental premium for the 2019-2020 school year to use towards the premium cost of the Durango School District 9-R dental insurance plan selected by the employee.

- Less than .40 FTE- employees hired on or after July 1, 2019 are not eligible for Durango School District 9-R contributions to the dental premium cost and are not eligible to purchase a Durango School District 9-R dental plan.

Revised and Ratified June 17, 2019

Vision Insurance: Durango School District 9-R does not contribute to the premium cost for the vision plan.

When an employee is employed in more than one category of benefit eligible positions, the summation of their benefit eligible FTE is used to drive insurance benefit eligibility.

Employees hired prior to July 1, 2019 are permitted to utilize previous FTE thresholds outlined in the 2018-2019 DESPA Master Agreement for benefit eligibility as well as access to one no cost plan at the employee only level.
3. If two (2) members of the same family are employed by the Durango School District 9-R, the district shall pay the equivalent of two single premiums, based on the district contribution to the ‘free plan’, in accordance with the each employee’s FTE.  

Revised and Ratified June 17, 2019

4. When an employee does not elect to participate in a health insurance plan and/or dental insurance plan through Durango School District 9-R, the contribution that is made by Durango School District 9-R cannot be paid to the employee as a cash equivalent by Durango School District 9-R.

Revised and Ratified June 17, 2019

5. Durango School District 9-R shall provide at least a $20,000 life and accidental death and dismemberment insurance plan for each employee employed at 0.6 FTE or higher. Durango School District 9-R shall pay the entire premium for this coverage. Terms and conditions of this benefit can be found in its entirety in the Durango School District 9-R Benefits Guide.

Revised and Ratified June 17, 2019

6. The District Insurance Committee, an advisory committee established to monitor employee benefits, shall recommend to Durango School District 9-R the amount of premiums, amount and structure of district contribution, changes in benefits, or changes in carriers for the various benefit coverages. DEA may have up to two (2) representatives from the DEA Negotiations Team serve as members of the Durango School District 9-R District Insurance Committee. DESPA may have up to two (2) representatives from the DESPA Negotiations Team serve as members of the Durango School District 9-R District Insurance Committee. The committee may also include representation from other employee groups.

Revised and Ratified June 17, 2019

7. The Negotiations Team will work collaboratively with the Insurance Committee, the Financial Advisory Committee (FAC), and the Durango School District 9-R Board of Education to monitor the fiscal solvency of the health insurance funds throughout the year.

Revised and Ratified June 17, 2019

8. For employees terminating employment prior to the completion of their letter of intent, benefits referenced in this article will cease to be accrued on the last day of the month in which the employee receives his or her final paycheck.

Revised and Ratified June 17, 2019

ARTICLE 21
HEALTH EXAMS

The cost of health examinations required for employment in the district will be paid by the applicant. All subsequent health examinations required of any employee will be paid by the district per departmental procedures or for the amount not covered by the employee’s health insurance. Employees who are required to obtain an asbestos physical under AHERA: 40 C.R.R. 763-Sub Part G, will be subsidized by district funds.

ARTICLE 22
ANNUAL LEAVE

1. All annual leave is accrued as earned. Regular full-time support staff, hired prior to January 1, 1988, whose work schedule is established at 10 months or more per year, shall be entitled to annual leave in accordance with the following schedule:

<table>
<thead>
<tr>
<th>CONTINUOUS YEARS</th>
<th>PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3</td>
<td>8 hours</td>
</tr>
<tr>
<td>4+</td>
<td>13.5 hours</td>
</tr>
</tbody>
</table>

Full and part-time regular employees hired on or after January 1, 1988, whose work schedule is established at 12 months, shall be entitled to annual leave in accordance with the above schedule. Full and part-time
regular employees hired on or after January 1, 1988, whose work schedule is established at less than 12 months, shall not be entitled to annual leave in accordance with the above schedule.

Revised and Ratified May 2013

7. Scheduling annual leave is the responsibility of the designated administrator. Annual leave shall be so scheduled as to least interfere with effective operations of the department concerned, but desires of employees should be considered. Earned annual leave shall be calculated from the last date of employment. Should a holiday occur while an employee is on annual leave, the employee shall be allowed to take one (1) extra day of annual leave with pay in lieu of holiday as such.

Revised and Ratified May 2011

3. Employees whose beginning date of employment is after the 15th of the month or are terminated before the 15th of the month, will not be credited with an annual leave day for that month. While on any leave of absence permitted by this Agreement of thirty (30) days or less, an employee will retain and accrue additional sick leave and annual leave as specified for the position. While on a leave of absence of more than thirty (30) days, the employee will retain, but not accrue additional sick leave or annual leave.

4. Annual leave may be accumulated from year to year up to a maximum of thirty (30) work-days total.

a. Employees may accumulate a maximum of 30 days of annual leave as of July 1 of each year. Employees may not have a total annual leave balance in excess of 50 days at any given time unless an exception has been granted by the superintendent. If on July 1, the annual leave balance held by the employee would cause them to exceed a total of 50 days of annual leave when the new annual leave is accounted, the employee will receive fewer days of annual leave so as not to exceed the 50 days permitted unless an exception has been granted by the superintendent.

b. In rare and unusual circumstances, when the employee is unable to take annual leave due to the needs of the department, the supervisor may ask the employee to delay their use of annual leave without loss of accumulating future leave. A plan must be mutually developed by the supervisor and the employee in writing, of when the delayed leave will be used in order to restore the annual leave balance to within guidelines. Application must be made on the Delayed Annual Leave Request form (Appendix F), along with the plan of when the leave will be taken, to the superintendent for approval before the delayed leave will be granted.

Revised and Ratified June 25, 2015

5. The foregoing notwithstanding, any support staff whose daily work schedule is less than a full working day, or who is classified as part-time or temporary, shall not be entitled to increased annual leave benefits beyond the minimum entitlement (if any) established at time of employment.

Revised and Ratified May 2011

6. Upon termination or resignation, an employee shall be paid for all unused annual leave time at his/her current rate of pay.

ARTICLE 23
BEREAVEMENT LEAVE

1. Bereavement leave with pay may be granted any employee in the event of death of a member of the employee’s immediate family (as described in Article 1 paragraph 5) following notification of the principal or the employee’s administrator. Paid Bereavement Leave shall be up to five (5) days in any contract year.

Revised and Ratified May 20, 2014

2. If Bereavement Leave in excess of five (5) days is needed within a school year, those days shall be charged to the employee’s leave of their choice, as long as their accumulated leave balance does not fall below ten
(10) days. If an employee has ten (10) or less accumulated leave days, they may apply for Compassionate Leave.

Revised and Ratified May 20, 2014

3. A maximum of five (5) accumulated leave days per contract year may be approved, at the discretion of the Principal or the employee’s Administrator, for bereavement purposes by an employee who can demonstrate a close personal relationship with the deceased person not defined in Article 1 paragraph 5.

Revised and Ratified May 20, 2014

4. Persons using bereavement leave shall identify name and nature of relationship to the deceased person and may be asked to provide proof of death.

Revised and Ratified May 20, 2014

ARTICLE 24
DISTRICT BUSINESS

When a person is required to be absent from his/her duties to carry out assignments requested by the administration, such absence shall be with full pay. Days so used shall not be deducted from any other type of allowable leave. Expenses shall be reimbursed in accordance with the current district policy on reimbursement of expenses.

ARTICLE 25
EMERGENCY SCHOOL CLOSURE

1. If the superintendent/acting superintendent determines that all buildings are to be closed and students are not to be in attendance due to inclement weather or other unforeseen emergency situations, employees on all shifts shall not be required to report for duty and shall suffer no loss in pay. Such approved absences shall not be charged against sick leave or personal leave. However, the district reserves the right to require those employees who work less than 12 months to make up lost duty time without additional pay during the contract period.

Revised and Ratified June 17, 2019

2. The superintendent/acting superintendent may designate employees whose work services are necessary and who, therefore, may be required to report for work during such emergencies. Emergency notification procedures will be utilized to inform employees whether they are to report to work or not for a portion or full amount of the shift work. If additional work is required outside of the normal work day, reference Article 9, paragraph 11 for applicability. Said employees who are notified that they are to report for work will be paid their regular shift pay, plus they will receive compensation for actual hours worked at their regular rate of pay.

Revised and Ratified June 17, 2019

3. When (a) building(s) is closed for a partial day, the superintendent/acting superintendent, shall announce the official time (a) building(s) was/were closed. The announced time shall be used to implement the requirements of this Article.

4. If the Superintendent/acting superintendent determines that a specific building must be closed, he/she, will communicate when and where staff at the closed building are to report for duty. If staff are not asked to report to an alternative location for duty, and students from that building are not to be in attendance, they shall suffer no loss in pay. Such approved absences shall not be charged against, sick leave or personal
leave. However, the district reserves the right to require those employees who work less than 12 months to make up lost duty time without additional pay during the contract period.

Revised and Ratified June 17, 2019

5. When a specific work overload requires the hiring of temporary employees, this shall be done at a salary determined by the superintendent/acting superintendent. Reference Article 9, paragraph 10, for applicability to current staff salaries.

ARTICLE 26
CIVIC DUTY LEAVE

1. Employees who are involuntarily summoned for jury duty, subpoenaed to appear as witnesses in court or at an administrative hearing in connection with a matter in which they are not interested, or required by the district to appear in court or at an administrative hearing in connection with their duties as employees of the district, will be granted Civic Duty Leave with pay for such time as their presence is ordered. In such cases, any witness or jury duty fees, but not including mileage, paid to the employee shall be promptly remitted to the district.

2. When any civic duty referenced above is cancelled, the employee is required to return to his/her work. Employees are expected to follow the instructions issued with the notice for civic duty in order to determine if their presence is required. When cancelled or released, the employee is expected to return to work.

ARTICLE 27
CHILD CARE LEAVE

1. Maternity Leave
   a. A pregnant employee shall be entitled to utilize accumulated sick leave and sick leave bank days (if the employee is a participant) for such period of time as she is medically disabled, as evidenced by an appropriate letter from a licensed physician, from performing her job by reason of her pregnancy or delivery.
   b. The employee shall notify her administrator in writing within thirty (30) days of her expected date of delivery. Barring unforeseen medical developments, the employee will also inform the district of the expected length of the leave and the type of leave requested. Revised and Ratified May 2011
   c. If an employee desires to commence unpaid maternity leave at any time after she becomes pregnant prior to the time that she is medically disabled from performing her job by reason of her pregnancy, she may do so provided she gives the director of human resources at least thirty (30) days advance written notice of her leave commencement date and advises that office of her desired return to work date.
   d. Normally, an employee will be expected to return from maternity leave as soon after her delivery date or other termination of her pregnancy as she is medically able to perform her job. She will be returned to the same position she held before starting her maternity leave.
   e. The employee may use all accrued leaves for her maternity leave purposes, to be used concurrently with Family Medical Leave (FMLA). Upon exhaustion of all such leaves, the employee may avail herself of unpaid leave remaining under the Family Medical Leave Act. While on FMLA leave, all insurance benefits shall be continued for the employee.
   f. The employee may also apply for Unpaid Extended Leave of Absence for a cumulative total of all leaves of up to one (1) year. For hiring and budget purposes, it is required that the employee plan
ahead and make application for the type of leave requested at the time of first notification to the district. The employee’s position shall be held for a period of time not to exceed one academic year. After that time, the district reserves the right to assign the employee to an equivalent position for which she is qualified.

2. Parental or Adoptive Leave

a. The employee may use all accrued leaves for purposes of adopting or parenting. Upon exhaustion of all paid leaves the employee may avail him/herself of unpaid leaving remaining under FMLA. An unpaid parental leave not to exceed one academic year, shall be granted to the employee as an Extended Unpaid Leave, subject to the requirements and conditions of Article 33 except that the criteria of section 1 shall be waived. The district shall not unreasonably deny such leave request. An adopting parent may utilize the Family Medical Leave Act for up to twelve weeks of unpaid leave. The adopting parent may also apply for Unpaid Extended Leave of Absence up to one (1) year.

b. The beginning date of the parental or adoptive leave shall be determined by the district and the employee. The employee shall inform the district of the leave request thirty (30) days in advance or as soon as the need is known if that occurs later than thirty (30) days in advance.

c. While on parental or adoptive leave, work experience which will allow movement on the salary schedule will be credited to an employee who has accumulated ninety (90) days of continuous and uninterrupted employment for that calendar year.

d. While on parental or adoptive leave, the employee shall be allowed to participate in any district insurance or other similar program at the employee’s own cost. The district will maintain current benefits for the employee on Adoption Leave for up to twelve weeks, at which time the employee shall be allowed to participate in any district insurance program at the employee’s cost.

e. An employee who has been granted parental or adoptive leave will be returned to his/her former position for a leave not to exceed one academic year.

f. If the employee fails to return to work on the scheduled date, he/she shall be deemed to have abandoned his/her job and shall forfeit his/her right to continued employment with the district.

g. Sick Bank cannot be utilized for the purpose of remaining home with a healthy child after birth.

ARTICLE 28
MILITARY LEAVE

Employees who participate in military service shall be granted leave for such purposes in accordance with applicable statutes.

ARTICLE 29
PROFESSIONAL LEAVE

1. The district may, but shall not be required to, grant professional leave with pay and with expenses reimbursed in accordance with the current district policy on reimbursement of expenses to the support staff to advance professional competency in their assignment.

2. Professional leave is leave that is initiated by the employee.

3. Request for professional leave shall be made to the principal or designated administrator who shall note his/her recommendation to the employee and to the department of human resources concerning the granting of the requested leave.
ARTICLE 30
PERSONAL LEAVE

1. Nine month, ten month, and eleven month employees will receive five (5) paid Personal Leave days each year. Three of the Personal Leave days will be allocated on the first work day as defined on the employee’s work calendar. The remaining two personal days are allocated on the first work day in January of that work calendar year. Twelve month employees will receive two (2) personal days per year. One personal day is allocated on July 1 and the second day on the first work day in January. Employees hired after the first work day as noted on the work calendar will be allocated pro-rated personal leave.

Revised and Ratified May 23, 2017

2. Employees wishing to utilize personal leave must complete the district leave request and submit it for approval. When possible, the leave request shall be submitted a minimum of five (5) work days before the commencement of the leave. The building/department supervisor shall respond to personal leave requests within two (2) contract days of receiving the request. Personal leave requests may be denied if the employee’s absence will cause undue hardship on the building/department or if the request is for a date/time when the employee is involved in critical events.

Revised and Ratified May 20, 2014

3. The following days are blackout days and personal leave may not be used except in rare and unusual circumstances. In such cases approval for use as personal leave must be granted by the building principal/department administrator. The following days are blacked out for personal leave: contracted work days that proceed and or follow a vacation/holiday on the academic calendar, professional development days designated on the employee’s work calendar, convocation, start/end of academic calendar, parent/teacher conferences, and significant common assessment days.

Revised and Ratified May 25, 2015

4. Employees may not take more than two (2) consecutive personal days except in rare and unusual circumstances. In such cases personal leave will be approved by the building principal/department supervisor.

Revised and Ratified May 20, 2014

5. Personal leave days, which are not used, may not be carried forward from one school year to the next school year. However, if an employee has unused personal leave days at the end of any school year, the days will be transferred to his/her sick leave account.

Revised and Ratified May 23, 2017

6. The district encourages attendance of its employees. As an incentive for attendance employees will be paid a stipend in their July paycheck for yearly allocated personal leave and yearly allocated sick leave not taken within the work year calendar. (Accumulated sick leave and Animas Days are not eligible for attendance incentives.) If an employee is required to give a day to the sick leave bank, that day is not considered a day “used” by the employee.

In order to be eligible for the attendance incentive, the employee must have been employed on or before December 31st of the work year and complete their assigned work calendar.

Attendance Incentives:

<table>
<thead>
<tr>
<th>Percent of Yearly Allocated Personal &amp; Yearly Allocated Sick leave used within the work year calendar; no unpaid leave taken</th>
<th>Total Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>41% to 50%</td>
<td>$200.00</td>
</tr>
<tr>
<td>31% to 40%</td>
<td>$250.00</td>
</tr>
</tbody>
</table>
Sample Calculation: 9 Month Employee allocated five (5) personal leave days and five (5) sick leave days. Employee uses two (2) sick leave days and three (3) personal leave days during the work year calendar. Employee is eligible for a $200 attendance incentive.

Sample Calculation: 9 Month Employee allocated five (5) personal leave days and five (5) sick leave days. One day must be given to the sick leave bank. Employee uses two (2) sick leave days and three (3) personal leave days during the work year calendar. Employee is eligible for a $200 attendance incentive.

ARTICLE 31
SICK LEAVE and WORKER’S COMPENSATION

1. Sick leave with pay is a benefit provided to employees to protect the health and welfare of both employees and pupils. The reasons for which paid sick leave may be used are the following:

   a. Injury or illness to the employee
   b. Dental or doctor visits when appointments can be made only during the workday
   c. Injury or illness of a member of the employee’s immediate family or other living in the immediate household of the employee who needs medical care and attention from the employee.
   d. Under appropriate circumstances, when all annual and personal days have been exhausted, sick time may be converted to personal leave through a conference with designated administrator. (Refer to Article 29, Personal Leave)

2. Nine month employees will receive five (5) sick leave days a year, ten month employees will receive six (6) sick leave days a year, and eleven-month employees will receive seven (7) sick leave days a year. Twelve month employees will receive eleven (11) sick leave days. Employees hired after the first work day as noted on the work calendar will be allocated pro-rated sick leave. In the initial year of hire one sick day shall be automatically assigned from the new employee’s earned sick leave to the sick leave bank. All sick leave days will be granted to employees on July 1 for 12 month employees and at the beginning of each school year for all other employees. Sick leave days for part-time employees shall be accrued and charged on a pro-rated basis. Unused sick leave may be accumulated. In years in which contributions to the Sick Leave Bank are required, adjustments to sick leave days earned will be determined according to Article 32-Sick Leave Bank.

   a. Each quarter of the employee’s contract worked, employees earn 1 quarter of the allocated sick leave time.

   b. In the event the district or an employee severs his/her employment prior to the end of their work year, any sick leave taken in excess of what the employee actually earned will be deducted from the employee’s final pay check.

   c. While on any leave of absence permitted by board policy or this Agreement, an employee will retain, but not accrue, his/her accumulated leave time.
d. All unused sick leave time will be eliminated whenever an employee’s employment is terminated. However, a terminated employee can retain their unused sick leave if they have continuous employment defined as having been employed on the last day of a school year and re-employed within the first month of the next school year.

e. Any employee taking sick leave for five (5) or more consecutive days or for eight (8) days in any two-week period shall be required to verify the illness or injury and his/her ability to return to work by furnishing a medical doctor’s statement or certificate. Medical verification that the sick leave days were used for the reasons given in #1 of this Article may be required following the employee’s return to work if the employee took five (5) or more consecutive days or took eight (8) days in any two (2) week period.

f. An administrator may hold a conference with an employee who has five instances of sick leave in any twelve (12) month period.

Revised and Ratified May 2011

g. If an employee uses all accrued sick leave due to illness or disability, the employee may be eligible to make application to the Sick Leave Bank (see Article 32, # 3 A).

Revised and Ratified May 20, 2014

h. If the number of days of absence, because of the reasons in #1, exceeds the number of an employee’s accumulated sick leave, the employee’s salary shall be reduced by an amount equivalent to the number of days of sick leave used in excess of his/her accumulated sick leave multiplied by the employee’s hourly rate of pay times the number of hours worked per day.

Revised and Ratified May 23, 2017

i. Sick leave days in place as of July 1, 2017 will be reclassified as Animas Days. Animas Days will remain subject to the retirement payouts in place prior to the attendance incentive plan in Article 30 being implemented.

Revised and Ratified May 23, 2017

j. Unused sick leave shall be accumulated to a maximum of sixty (60) days. Each day is based on the employee’s normal hourly work day.

Revised and Ratified May 23, 2017

k. Animas Days shall be available for the employee to use in accordance with the provisions of this Article after the yearly allocation of Sick and Personal Leave days have been used or may be reimbursed at the hourly rate of pay at the time of retirement in accordance to the provisions of Article 16.

Revised and Ratified May 23, 2017

ARTICLE 32
SICK LEAVE BANK

1. Definitions

a. Sick Leave Bank (herein the “Bank”) is maintained as provided in this Agreement for all employees (Administration, Licensed, and Education Support Professionals). The reasons for which the Bank may be used are limited to serious illness, disability or injury to the employee or continuing treatment of a serious illness/injury that prevents an employee from working. Bank days will be used by employees intending to return to work following a serious illness, disability, or injury. This shall not include elective surgery or parental leave.

Revised and Ratified May 15, 2012
b. The Bank may be used only for reasons stated above and it may not be used for employee absence due to injury or illness of a member of the employee’s immediate family.

c. The term “day” as used in this article shall mean an employee’s work day as determined by his/her proportional full-time equivalent hours.

Revised and Ratified May 15, 2012

d. For licensed teacher staff, Anasazi Days are sick leave days accumulated prior to July 10, 1996, when the 30 day cap on accumulated Sick Leave was instituted.

Revised and Ratified May 15, 2012

2. The Bank is funded by required contributions by employees as set out in paragraphs 2a and 2b.

a. New employees: In the initial year of hire, only (1) General Leave day (for Licensed Staff) or one (1) Sick Leave day (for Administrators, and Education Support Professionals) shall be automatically assigned from the new employee’s applicable earned Leave to the Bank.

b. Sick leave hours in the bank shall carry over from year to year. Required contribution of hours, if necessary, will be determined during annual negotiation sessions in order to maintain a minimum balance of three thousand two hundred (3200) hours. Should a solicitation occur during the contracted year in which the employee joined, no further contribution shall be required. If the number of hours in the bank falls to zero (0) during the work year, the district will continue to allot sick leave days, which shall be reimbursed during the next contract negotiation sessions. The source of the employee contributions to the Bank will be from the employee’s Sick Leave or General Leave (as outlined above). An employee may designate Annual Leave or Anasazi Days, of applicable, as the source of their contribution instead of other accumulated Sick or General Leave.

Revised and Ratified May 15, 2012

3. The following conditions shall govern the granting of sick leave days from the Bank:

a. Bank days shall not be granted until an employee has used all his/her earned annual leave, and accumulated leave – to include: general , sick, personal, and when applicable, Anasazi Days. The reason(s) why all accumulated leave has been exhausted shall not be considered for the purposes of granting sick leave.

Revised and Ratified May 23, 2017

b. An individual may initially apply for up to twenty (20) consecutive work days from the Bank. In extreme circumstances the individual may apply for additional hours equivalent to his/her work days. Any subsequent request may not exceed the number of hours equivalent to forty (40) more work days in twenty (20) work day increments up to a total of sixty (60) days. Each application must be accompanied by a doctor’s verification substantiating that continued leave is needed per the definition in section 1 of this article.

c. Bank Days must be used consecutively. Intermittent use maybe granted by the Committee for extenuating treatment circumstances such as dialysis, chemotherapy, radiation, etc.

d. Bank hours may only be used for scheduled work days of the employee.

e. Not more than sixty (60) days may be used by one employee for the same injury or illness. See section 1.c of this article.

f. Not more than sixty (60) days may be used by one employee in one 12 month period. See section 1.c of this article.

g. If an employee is receiving compensation from the district’s Worker’s Compensation Insurance Fund, the district’s long-term disability insurance, or the PERA disability fund he/she will not be eligible to receive Bank days for the same period of time.

Revised and Ratified June 25, 2015

4. Sick Leave Bank Committee
a. It shall be the responsibility of the employee or their representative to apply for Bank days. Application for Bank days shall be made to the Sick Leave Bank Committee composed of one (1) Administrator from Finance, one (1) DESPA Association member appointed by the DESPA Executive Board, one (1) DEA Association member appointed by the DEA Executive Board. This committee shall have the responsibility for administration of the Bank assisted by the Human Resources Department, and for notifying the Human Resource Department of Bank days awarded.

b. If the applicant feels he/she was improperly denied Bank days by the Committee, the matter shall be referred to the Executive Board of the Associations and the Human Resources Director, which shall make the final decision. Durango School District 9-R shall have the right to review the committee’s administration of the Bank and correct, if necessary, any violations of the provisions of the Article by the Committee.

c. Days shall not be charged to the Bank unless approved by the Committee. Retroactive requests will only be granted in extreme emergencies and only if the employee qualifies for sick leave bank usage.

d. The HR Department will post the account usage and the current balance for each quarter.  

Revised and Ratified May 20, 2014

ARTICLE 33
COMPASSIONATE LEAVE

1. Compassionate Leave may be requested for significant life events that are not covered by sick leave, sick leave bank or bereavement leave- for example: house fire, illness of an immediate family member, family emergency, etc. If granted, this leave will be considered paid at the employee’s per diem rate. Exclusions include, but are not limited to, normal pregnancy, common illness, elective procedures, and illness or injuries covered by Workers’ Compensation.

2. An employee shall complete and submit the Compassionate Leave application to the Leave Bank committee as defined in DEA/DESPA Master Agreements. If the committee approves the significant event, then an email will go out to request donations to address the need at hand. The request for donation starts within the building/department where the person works. Should the need not be met within the building or department, it would go out to the entire district.

3. Guidelines

a. Compassionate Leave is available to all employees once they have worked for the organization for ninety (90) calendar days.

b. An individual must maintain a minimum of nineteen (19) sick/general leave days in order to make a donation.

c. All leave must be exhausted before applying for Compassionate Leave with the exception of Compassionate Leave for bereavement purposes. The reason(s) why all accumulated leave has been exhausted shall not be considered for the purposes of granting compassionate leave.

Revised and Ratified May 23, 2017

d. The maximum number of days requested is thirty (30) in a twelve (12) month period. An individual can apply for ten (10) days at a time and they can apply three (3) times for a total of thirty (30) days. A minimum of one (1) day of leave may be requested.

e. If an employee is receiving compensation from the district Workers’ Compensation Insurance Fund, the district’s long-term disability insurance, or the PERA disability fund, he/she will not be eligible to receive Compassionate Leave days for the same period of time.

f. Documentation may be requested for any significant event requesting Compassionate Leave. If applicable, a current written statement from a licensed physician is required prior to the request and specifically states the medical reason with start and end dates ordered “off work.”

g. Must complete a district “Leave Request” form and report days missed to the district’s absence management system.
h. The applicant or applicant’s designee must sign a “Release of Information Statement” (Advocate Authorization Form) to allow the district to notify employees of the need for Compassionate Leave donations.

Article 33 Ratified May 20, 2014

ARTICLE 34
UNPAID LEAVE OF ABSENCE

1. Unscheduled Leave:
   a. Individual days of unpaid leave may be granted to employees by his/her administrator for emergency situations when all other available paid leave is exhausted. If the leave is not approved, the absence may be considered job abandonment.

   Revised and Ratified May 2011

   b. When a district office or a building is closed for a break and the employee’s absence will not affect the efficient operation of the district, the employee may be granted unpaid leave at the discretion of the employee’s designated administrator. The employee must have fewer than 30 days of accumulated annual leave as of December 1st preceding the break for which the unpaid leave is requested.

   Revised and Ratified May 2011

2. Scheduled Extended Leave
   a. Unpaid Extended Leave of Absence (UEL) is to be considered as a benefit to the employee to cover any circumstances not covered under any other Article of this Agreement; but shall not be requested without documented cause nor granted without Durango School District 9-R Board of Education approval.

   Revised and Ratified May 2011

   b. The board may grant UELA if the purpose or conditions of the requested leave meet the following criteria:
      i. If the leave of absence will be beneficial to both the employee and the district.
      ii. The employee must have completed four (4) years of continuous service. This service must have been satisfactory as evidenced by evaluation reports.
      iii. A recommendation supporting the employee’s request from his/her administrator is on file.

   Revised and Ratified May 2011

      iv. The requested leave shall not be for less than thirty (30) calendar days nor longer than one year.
      v. No more than two (2) FTE’s in the district shall be granted UELA at any given point in time.
      vi. Before an applicant is granted a UELA, a suitable interim replacement shall be found.

   Revised and Ratified May 2011

3. The unpaid leave of absence request must clearly state the purpose of the leave.

4. The requirements specified in paragraph #2 above may be waived by the superintendent/designee if an extreme emergency can be documented, or to extend unpaid FMLA leave. All requests will be considered on their own merit and supporting rationale and must comply with all other criteria listed in this Article.

5. Employees granted a UELA, subject to the terms of the Agreement (Appendix B), must notify the director of human resources in writing of their intentions regarding continued employment.

6. Requests to rescind an unpaid leave previously approved by the board shall be evaluated on an individual basis.

7. Employees on approved leaves of absence will be considered part of the staff prior to the leave for such matters as determining administrative transfers.
8. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the district for which the employee is qualified.

9. If the district offers a position for which the employee is qualified, but he does not accept that position within ten (10) days after the offer is communicated, the employee shall be deemed to have resigned from the district.

10. All benefits and service credit accrued by the employee prior to being granted any unpaid leave of absence will be restored and continued at the time of return to regular duty in the district. Approved UELA shall not be considered a break in service for the purpose of restoring leave balances, and it shall not be counted as employment for retirement purposes under Article 16 – Retirement.

11. While on leave, employees shall have the option to remain an active participant in fringe benefit programs at the employee’s expense.

12. The recipient of a UELA will not be granted a salary increase or be credited for leave for the year the UELA is taken. A salary increase will take effect in accordance with the Master Agreement negotiated salary in effect the year the employee returns from UELA.

13. All recipients of UELA shall sign the Agreement set forth as Appendix B to this Agreement and incorporated herein by the reference.

ARTICLE 35
GENERAL

1. Both the board and the Association will carry out the commitments contained in this Agreement and give them full force and effect.

2. In the event of a conflict between any of the expressed provisions of this Agreement and board policy or district custom or practice, the provisions of this Agreement will be valid unless a memorandum of understanding is written and ratified by both parties to this Agreement.

3. Employee agreements between the board and individual employees shall not contain provisions in conflict with expressed provisions of this Agreement.

4. If any provision of the Agreement shall be found contrary to law, that provision shall be deemed null and void, but all other provisions of this Agreement shall continue in full force and effect. The district and the Association agree to immediately re-negotiate the invalidated Article, section, or portion thereof.

5. This Agreement shall be governed by and construed according to the Constitution and the laws of the State of Colorado. Any portion or portions of this Agreement which establish or create any multiple-fiscal year direct or indirect district debt or other financial obligation whatsoever without adequate present cash reserves pledged irrevocably and held for payment in all future fiscal years, shall be subject to annual appropriations for such purposes being made by the Board of Education, and in the event such appropriations are not made for any fiscal year, such portion or portions of the Agreement shall thereupon be deemed to have terminated at the end of the preceding fiscal year.

6. The Association will, at its cost, publish this Agreement for distribution to the employees covered by this Agreement. At the district’s cost, this Agreement will be made available for distribution to the administrative staff and members of the board. Prior to publishing this Agreement, the parties will review and mutually approve the final draft, including the cover, indices and appendices.
ARTICLE 36
TERMS OF AGREEMENT

The Agreement shall be effective as of the date of the execution and shall remain in effect until June 30, 2017.

IN WITNESS WHEREOF, the parties hereto have affixed the signatures of their authorized representatives on the _____ day of _______________, 20____.

DURANGO EDUCATION SUPPORT PROFESSIONAL ASSOCIATION

By:___________________________________________
    President

THE BOARD OF EDUCATION OF DURANGO SCHOOL DISTRICT 9-R

By:___________________________________________
    President

Attest:_________________________________________
    Secretary
APPENDIX A
DURANGO SCHOOL DISTRICT 9-R
SUPPORT PERSONNEL WORK SCHEDULE

This appendix is intended to detail the method used to pay support staff employees. It is the intent of the district and the Association to protect the employee’s desire for a regular source of income (monthly paychecks of equal amount) while protecting the district’s desire to only pay employees for the time they actually work.

The administrator of an employee will notify each employee of the number of hours per day that the employee is expected to work (not in excess of eight hours per day, 5 days a week).

The gross pay for each employee shall be calculated by payroll and reflected in employee’s Personnel Action Form (PAF).

If an employee does not report to work on a scheduled workday and does not qualify for paid leave, the amount of pay applicable to the time missed will be deducted from the employee’s next paycheck.

The discussion above is intended to define the method of compensating district employees who continue from one school year to the next. Separate arrangements will be made for new employees hired after the start of the new year.

12 MONTH SUPPORT PERSONNEL

Employees in this category will be scheduled to work no less than 249 days and no more than 253 days (excluding the use of annual leave) as per the district work calendar and will be compensated for nine (9) paid holidays. Employees are paid for annual leave as defined in Article 22. Exceptions to the calendar may be made by the administrator in consultation with the employee.

Revised and Ratified June 25, 2015

11 MONTH SUPPORT PERSONNEL

Employees in this category will be scheduled to work all student contact days. Each employee will be expected to work up to 48 additional days as determined by the appropriate district work calendar and will be paid for seven (7) holidays. Exceptions to the calendar may be made by the administrator in consultation with the employee.

10 MONTH SUPPORT PERSONNEL

Employees in this category will be scheduled to work all student contact days. Each employee will be expected to work up to thirty (30) additional days as determined by the appropriate district work calendar and will be paid for six (6) holidays. Exceptions to the calendar may be made by the administrator in consultation with the employee.

9 MONTH SUPPORT PERSONNEL

Employees in this category will be scheduled to work all student contact days. Each employee will be expected to work up to six (6) additional days as determined by the appropriate district work calendar and will be paid for six (6) holidays. Exceptions to the calendar may be made by the administrator in consultation with the employee.

Revised and Ratified June 25, 2015

ALL OTHER EMPLOYEES

The method of paying all support staff employees not mentioned in earlier sections of this appendix will be as follows:

Prior to each school year, each employee will be informed of the expected daily number of hours of work and will be provided with details of how the monthly pay is computed. Assuming acceptable performance and subject to
the exception discussed in the succeeding paragraph, the employee will be allowed to work the prescribed number of daily hours on all days for which there are students in school.

Because of changing workloads, the daily hours of Student Nutrition and Transportation employees may be increased or decreased by the administrator during the school year. In this event, the Business Services Office will adjust the employee’s monthly pay to correctly compensate the employee for the hours actually worked. Holiday pay will be based on the number of hours worked on the school day prior to the holiday.

Revised and Ratified May 2011
### ESP Administrative Support Salary Schedules for 2019-2020

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Pay rates listed are rates per hour.

Approved by the Board of Education June 17, 2019
## ESP Custodial Services Salary Schedule 2019-2020

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## ESP Facilities Services Salary Schedule 2019-2020

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Pay rates listed are rates per hour

Approved by the Board of Education June 17, 2019
### ESP Food Services Salary Schedule 2019-2020

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### ESP Health Services Salary Schedule 2019-2020

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Pay rates listed are rates per hour

Approved by the Board of Education June 17, 2019
### ESP Student Support Salary Schedule 2019-2020

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District Lead Paraeducator:
$2.00/hr differential paid on top of SpEd instr. Para rate

Pay rates listed are rates per hour

Approved by the Board of Education June 17, 2019
## ESP Transportation Services Salary Schedule 2019-2020

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## ESP Transportation Mechanic Salary Schedule 2019-2020

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Pay rates listed are rates per hour

Approved by the Board of Education June 17, 2019
## Additional ESP Salary Schedules 2019-2020

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Approved by the Board of Education June 17, 2019
APPENDIX B
DESPA LEAVE OF ABSENCE AGREEMENT

THIS AGREEMENT dated this __________ day of _______________, 20 ____, by and between Durango School District 9-R (hereinafter the “district”) and __________________ (hereinafter the “Employee”).

WHEREAS, the Employee is an employee employed by the district; and

WHEREAS, the employee desired that he/she be granted a leave of absence from the employ of the district for the period of ____________without loss of certain privileges and benefits; and

NOW, THEREFORE, the district and the employee agree as follows:

1. The employee is granted a leave of absence by the district for the period specified above for purposes not connected with the business of the district.

2. a. The employee shall be entitled to be re-employed with the district for the ________________ school year, if on ________________ the district has an open position for the ________________ school year for which the employee is qualified, according to law and district’s policy.

b. If the district does not have on ________________, the position formerly held by the employee open for the ________________ school year for which the employee is qualified, according to law and the district’s policy, and if the Employee fails to accept the position offered to him/her on or about such date, the employee shall be deemed to have resigned from the district.

c. It is the employee’s duty to inform the district on or before ________________ of his/her desire to return to the employ of the district and to promptly accept the position offered to him/her, if any. In the event the employee fails to inform the district of such desire before ________________, or in the event the employee fails to accept the position offered to him/her, if any, within ten (10) days after such offer is communicated to him/her, this Agreement shall constitute job abandonment.

2. In the event the employee is re-employed by the district for the _____________ school year, such employment shall be on the following terms and conditions:

a. The employee shall be entitled to a salary in accordance with the salary schedule then in effect, exclusive of any credit for advancement on the salary schedule which the employee would have received had he not been on leave of absence during the ________________ school year.

b. The employee shall receive and retain all fringe benefits of employment with the district, including, but not limited to a PERA, sick leave, the district sponsored insurance coverage and other similar benefits exclusive of any credit or accumulations which the employee would have received had he/she not been on leave of absence during the ________________ school year.

3. During his/her leave of absence, the employee shall be entitled to take advantage of any employee insurance benefits, including PERA, at the employee’s expense.

4. The employee acknowledges that the district is under no obligation to enter into this Agreement and does so only as a courtesy to the employee. The employee further acknowledges that this Agreement is fair and equitable to the employee, that he/she is fully informed as to his/her rights under the law, and that he/she has entered into this agreement freely and voluntarily without threats, duress, coercion, fraud or other inequitable behavior on the part of the district.

5. Notwithstanding the event that any clause of this Agreement is declared invalid, the remaining clauses hereof shall nonetheless remain in full force and effect.

6. Time is of the essence of this Agreement.

SIGNED AND AGREED on the date of and year first written above.

_________________________________________   _____________
Employee                                               Date

_________________________________________   _____________
President, Board of Education                                      Secretary, Board of Education     Date
APPENDIX C - ESP Evaluation Process

Employee name ________________________  FTE _______  Required PD Hours _______

Position ____________________________  Location___________  Year ____________

**Self-Assessment:** Education Support Professionals will conduct a self-assessment using the Education Support Professional Performance Criteria Rubric. The employee should review the job description and reflect upon the prior year’s summative evaluation.

<table>
<thead>
<tr>
<th>ESP Comments</th>
<th>Evaluator Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESP Signature</td>
<td>Evaluator Signature</td>
</tr>
</tbody>
</table>

**Employee Professional Growth Plan**

The professional growth plan should focus on areas of growth identified through the self-assessment process.

Required PD hours can be found in Article 17, paragraph 7. This would include those employees that have needed observations.

**Beginning of Year Planning**

<table>
<thead>
<tr>
<th>Areas</th>
<th>Professional Growth Activities</th>
<th>Hours Planned</th>
<th>Date to Be Completed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Professional Conduct</td>
<td></td>
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</tr>
<tr>
<td>Teamwork</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Leadership</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality of Work</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Observation: Please see Article 10, Evaluation, for guidelines on the observation component.


<table>
<thead>
<tr>
<th>Areas</th>
<th>Professional Growth Activities Activities Completed to date as documented in ERO</th>
<th>Implementation of Learning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Conduct</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teamwork</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality of Work</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ESP Comments | Evaluator Comments
ESP Signature | Evaluator Signature
Summative Evaluation: Use employee job description and the Education Support Professional Performance Criteria Rubric when reviewing job performance. Mark the employee’s level of performance in each area of the rubric. One or more ratings of “Needs Improvement” in a performance criteria may not result in a “Needs Improvement” rating in the performance area.

<table>
<thead>
<tr>
<th>Performance Area</th>
<th>Needs Improvement</th>
<th>Proficient</th>
<th>Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Conduct</td>
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</tr>
<tr>
<td>Teamwork</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Leadership</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality of Work</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments: (Ratings of “A” or “N” must be supported by a description of rationale for rating.)

Strengths:

Area(s) needing improvement:

Review of Professional Growth Activities

Review employee’s ERO Transcript

☐ Employee has completed all necessary Professional Development Hours needed for Advancement in ESP Compensation system as documented in ERO.

☐ Employee has NOT completed all necessary Professional Development Hours needed for Advancement in ESP Compensation system as documented in ERO.

I have read this form and understand it will be part of my permanent employee record. Further, I understand my signature verifies that I have read the above information and have met with my evaluator to discuss this observation. It does not indicate whether I agree or disagree. Employee may attach comments concerning the evaluation.

<table>
<thead>
<tr>
<th>ESP Comments</th>
<th>Evaluator Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESP Signature</td>
<td>Evaluator Signature</td>
</tr>
</tbody>
</table>
## Durango 9-R Education Support Professional Performance Criteria Rubrics

### Safety
Safety in the work place involves an awareness and adherence to all safety procedures. The employee must practice safety work habits, report possible safety hazards to supervisor and attend all safety training that is provided.

<table>
<thead>
<tr>
<th>Skills</th>
<th>Needs Improvement</th>
<th>Proficient</th>
<th>Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Follows Procedures</td>
<td>Does not follow district safety procedures. Shows little awareness of possible safety hazards. Does not report possible safety hazards to supervisor.</td>
<td>Follows District safety procedures.</td>
<td>Follows District Safety Procedures to keep the work place, staff, and students safe. Makes suggestions to improve safety in the work place.</td>
</tr>
<tr>
<td>Awareness</td>
<td>Shows little concern for safety in the work place or for staff and students.</td>
<td>Recognizes and reports possible safety hazards to supervisor.</td>
<td>Serves as a safety resource to others. May provide training. May serve as a member of the building safety team.</td>
</tr>
</tbody>
</table>

### Communication
The employee presents information and ideas clearly, effectively, and accurately in a variety of ways both oral and written. Keeps their supervisor, staff, parents, students, community, and district informed. Listens well, asks appropriate questions, and seeks clarity when needed.

<table>
<thead>
<tr>
<th>Skills</th>
<th>Needs Improvement</th>
<th>Proficient</th>
<th>Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listening</td>
<td>Is not attentive or does not show interest in information given.</td>
<td>Is responsive and thoughtful. Displays interest in what is being said and asks clarifying questions when needed.</td>
<td>Demonstrates that information is received and understood.</td>
</tr>
<tr>
<td>Responding</td>
<td>Does not acknowledge information or provide feedback.</td>
<td>Acknowledges that information is both received and understood. Able to correspond both orally and in writing in a timely manner.</td>
<td>Acknowledges that information is received and seeks clarification when needed. Shows keen interest, and gives close and thoughtful attention to information. Has the ability to help others express needs, expectations, &amp; goals in a clear, concise, logical way.</td>
</tr>
</tbody>
</table>
### Presenting

<table>
<thead>
<tr>
<th>Presenting</th>
<th>Presenting</th>
<th>Presenting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communicates in a negative manner. Is unmotivated and lacks ability to express needs or expectations.</td>
<td>Communicates with others in a clear and positive manner.</td>
<td>Consistently communicates with students, parents, staff, supervisor, and district in a positive and clear manner, with the ability to express needs, expectations, and goals for all.</td>
</tr>
</tbody>
</table>

### Professional Conduct

The employee contributes to a positive, productive work environment and conveys a professional image of the work place to others. Engages in positive interactions with others and approaches conflict in a diplomatic way.

### Skills

<table>
<thead>
<tr>
<th>Skills</th>
<th>Needs Improvement</th>
<th>Proficient</th>
<th>Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsibility and Contributions</td>
<td>Does not complete tasks in a timely manner. Unable to handle more than one responsibility at a time. Does not contribute to a positive working environment. Does not follow District policies, state or federal regulations, written or verbal directions, or the Master Agreement.</td>
<td>Completes tasks in a timely manner. Able to handle several responsibilities concurrently. Consistently contributes to a positive working environment. Consistently follows District policies, state and federal regulations, written and verbal directions, and the Master Agreement.</td>
<td>Completes tasks in a timely manner and is able to handle several responsibilities concurrently. Identifies and acts on opportunities to assist others in completing their work loads. Creates a positive working environment. Consistently follows District policies, state and federal regulations, written and verbal directions and the Master Agreement. Helps others to understand and uphold policies, regulations, and agreements.</td>
</tr>
<tr>
<td>Adaptability</td>
<td>Unwilling to adapt to changes in the work place.</td>
<td>Adapts to changes in the work place. Able to change plans when necessary.</td>
<td>Anticipates when changes in the work place are necessary and adapts to those changes easily. Continually adapts plans according to the needs that arise.</td>
</tr>
<tr>
<td>Diplomacy</td>
<td>Does not engage in feedback to improve performance. Takes offense when suggestions are made. Does not manage conflict in a constructive manner. Creates situations that bring conflict.</td>
<td>Engages in feedback to improve performance. Does not take offense when suggestions are made. Manages conflict in a positive manner and seeks to resolve or minimize situations that cause conflict.</td>
<td>Initiates dialogue, receiving and giving feedback, to improve performance. Manages conflict in a positive, constructive manner that is beneficial to all.</td>
</tr>
</tbody>
</table>
## Teamwork

The employee maintains a collaborative relationship with others. Shows support, respect and value in the contribution of all staff members. Contributes to the achievement of building, department and district goals with an appropriate balance between personal effort and team work.

<table>
<thead>
<tr>
<th>Skills</th>
<th>Needs Improvement</th>
<th>Proficient</th>
<th>Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cooperative</strong></td>
<td>Resistant to or takes action against the decisions, policies, and goals of the building, department, or district.</td>
<td>Supports the work, decisions, policies, and goals of the building, department, or district and takes action.</td>
<td>Promotes the work, decisions, policies, and goals of the building, department, and district. Takes action to help clarify decisions, policies, and goals for others.</td>
</tr>
<tr>
<td><strong>Contributor and Problem Solver</strong></td>
<td>Makes infrequent contributions to ideas and/or efforts seeking resolution of issues. Does not actively seek solutions to problems in the work environment.</td>
<td>Regularly contributes to ideas and efforts in seeking resolution of issues and/or solutions to problems in the work environment.</td>
<td>Consistently contributes to ideas and efforts in seeking resolution of issues and/or solutions to problems in the work environment. Actively promotes problem solving and seeks the contributions of others in that process.</td>
</tr>
<tr>
<td><strong>Works Collaboratively with Others and Values the Ideas of Others</strong></td>
<td>Frequently closed-minded, judgmental, and/or unresponsive to the ideas expressed by others.</td>
<td>Generally open-minded, non-judgmental, and responsive to the ideas of others.</td>
<td>Consistently open-minded, non-judgmental, and responsive to the ideas of others. Encourages the participation of others.</td>
</tr>
</tbody>
</table>

## Leadership

The employee seeks to understand the organization as a whole. The employee takes steps to develop themselves as well as others.

<table>
<thead>
<tr>
<th>Skills</th>
<th>Needs Improvement</th>
<th>Proficient</th>
<th>Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Growth and Development</strong></td>
<td>Does not utilize goal setting process within the evaluation system as an opportunity for growth and development.</td>
<td>Utilize goal setting process within the evaluation system as an opportunity to grow and develop. Recognizes potential within self.</td>
<td>Utilizes goal setting process within the evaluation system as an opportunity to grow and develop. Recognizes potential within self and others. Motivates and inspires. Seeks opportunities to assume leadership roles in the building/department and in the district.</td>
</tr>
<tr>
<td>Understands Their Role</td>
<td>Struggles to understand their role within their building/department and the district.</td>
<td>Understands their role within the building/department and understands how their work fits into the district.</td>
<td>Understands their impact within the building/department and district and demonstrates the ability to look at the district through multiple viewpoints in order to support the work of the district. Is a role model to others.</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Quality of Work</td>
<td>The employee possesses the knowledge and skills necessary to take initiative and efficiently complete essential duties and job responsibilities as outlined in the job description to generate a quality work product.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Skills</th>
<th>Needs Improvement</th>
<th>Proficient</th>
<th>Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knowledge and Skills</td>
<td>Does not demonstrate skills needed to perform essential duties and job responsibilities as outlined in the job description. Does not demonstrate proper use of tools and equipment required by the job. Does not demonstrate a comprehensive understanding of job-related procedures.</td>
<td>Demonstrates skills needed to perform essential duties and job responsibilities as outlined in the job description. Demonstrates proper use of tools and equipment required by the job. Demonstrates a comprehensive understanding of job-related procedures.</td>
<td>Consistently demonstrates the ability to perform the essential duties and responsibilities as outlined in the job description. Serves as a resource for others. Seeks opportunities to expand in essential duties and responsibilities as outlined in the job description.</td>
</tr>
<tr>
<td>Initiative</td>
<td>Requires ongoing supervision to initiate and/or complete essential duties and responsibilities as outlined in the job description.</td>
<td>Completes essential duties and responsibilities as outlined in the job description with minimal supervision.</td>
<td>Consistently completes essential duties and responsibilities as outlined in the job description with minimal supervision. Proactively seeks ways to support the work of others and to advance the goals of the district. Is self-directed and resourceful.</td>
</tr>
<tr>
<td>Efficiency and Productivity</td>
<td>Uses time inefficiently and frequently exceeds deadlines for completing work.</td>
<td>Consistently completes tasks with minimal errors in a timely manner.</td>
<td>Consistently completes tasks with minimal errors in a timely manner; and seeks ways to improve efficiencies within the district.</td>
</tr>
</tbody>
</table>


State laws governing Public Employees’ Retirement Association (PERA) allow an employee to retire with PERA benefits while working for the district after retirement. A transition year may occur in the year immediately following the school year in which the employee retires. Following a thirty (30) day break of employment, a PERA retiree may work a specified number of days or hours according to PERA restrictions. (See www.copera.org for details)

A support staff employee who wishes to be considered for a transition year in the year immediately following the school year in which an employee retires shall meet with their building principal/supervisor and discuss the possibility of a transition year. If the building principal/supervisor agrees that a transition year is best for the employee, school, and district then employee must complete the transition year application for Education Support Professionals and submit the completed application to the Human Resources Department by January 15th.

APPENDIX D
Education Support Professional Transition Year Application

I, ________________________________, am requesting a transition year for the ____________________ school year. I have attached the required documentation:

___ A statement from PERA documenting that the employee is eligible for PERA retirement

___ A letter requesting retirement at the end of the current school year that is contingent upon being granted a transition year for the following school year.

Employee Signature___________________________________ Date __________

Principal Recommendation:
___ I am in support of the transition year ___ I am not in support of the transition year
Principal/Supervisor Signature:______________________________ Date ______________
APPENDIX E
Durango School District 9-R
Compassionate Leave Application

Deadline for Submission: Application process must be initiated no later than 10 calendar days after the need for Compassionate Leave arises.

Compassionate Leave may be requested for significant life events that are not covered by sick leave bank, for example: house fire, illness of an immediate family member, family emergency, etc. If granted, this leave will be considered paid at the employee’s per diem rate. Exclusions include, but are not limited to, normal pregnancy, common illness, elective procedures, and illness or injuries covered by Workers’ Compensation.

With regard to this policy, the term “immediate family” of a person shall mean that person’s spouse, parents, step-parents, parents-in-law, grandparents, children, foster children, stepchildren, sons-in-law, daughters-in-law, grandchildren, brothers, brothers-in-law, sisters, sisters-in-law and any other person living in the immediate household of the employee as a member of the family.

To be considered for Compassionate Leave, a complete application must be submitted to the Leave Committee as defined in DEA/DESPA Master Agreement. If the committee approves the significant event, then an email will go out to request donations to address the need at hand. The request for donation starts within the building/department where the person works. Should the need not be met within the building or department, the request for donations would go out to the entire district.

Request submitted by:

Select one: ( ) Employee  ( ) District Administrator  ( ) Employee Family Member
( ) Employee Advocate  Relationship to Employee: _____________________

Guidelines for Application:

1. Available to all employees once they have completed at least ninety (90) workdays with the school district.

2. The maximum number of days requested is thirty (30) in a twelve (12) month period. An individual can apply for ten (10) days at a time and they can apply three (3) times for a total of thirty (30) days. A minimum of one (1) day of leave may be requested. All leave must be exhausted before applying for Compassionate Leave.

3. Employee must not be receiving compensation from the district Workers’ Compensation Insurance Fund, the district’s long-term disability insurance, or the PERA disability fund he/she will not be eligible to receive Compassionate Leave days for the same period of time.

4. Documentation may be requested for any significant event requesting Compassionate Leave. If applicable, a current written statement from a licensed physician is required prior to the request and specifically states the medical reason with start and end dates ordered “off work.” Identify the medical need or elective procedure.

5. Must complete a district “Leave Request” form and report days missed to the absence management system.

6. All sections of the request must be filled out as accurately as possible.

7. The applicant or applicant’s designee must sign a “Release of Information Statement” (Advocate Authorization Form) to allow the district to notify employees of the need for Compassionate Leave donations.
**Durango School District 9-R**  
**Compassionate Leave Request Form**

Application process must be initiated no later than 10 calendar days after the need for Compassionate Leave arises.

| Name: ______________________________ | Date: ______________ |
| Building/Location: ___________________ | Workday Hours/Day: ______________ |
| Address: ____________________________ | Date of hire: ______________ |
| Home phone: _________________________ | Work phone/ext. ______________ |

If an employee is receiving compensation from the district Workers’ Compensation Insurance Fund, the district’s long-term disability insurance, or the PERA disability fund, he/she will not be eligible to receive Compassionate Leave days for the same period of time.

Have you used Sick Bank or Compassionate Leave before? ____ (When) ____________

(Describe reason for the request)

| Name: ___________________________ | Date: ______________ |
| Building/Location: ________________ | Workday Hours/Day: ______________ |
| Address: _________________________ | Date of hire: ______________ |
| Home phone: _____________________ | Work phone/ext. ______________ |

Per the Compassionate Leave guidelines, an employee may request up to 30 consecutive days of Compassionate Leave in 10 day increments.

Number of days requested _____

From ________________ To ________________

Applicant’s/Designee’s Signature: ______________________________ | Date: ______________ |

**FLOW CHART:**

**Step 1:** Supervising Administrator’s Signature: *______________________________

[ ] I support this request. [ ] I do not support this request.

Comment:

* By signing above, the Supervising Administrator indicates that he/she reviewed the Leave records for the employee.

**Step 2:** Director of Human Resource’s Signature: ______________________________

[ ] I support this request. [ ] I do not support this request.

Comment:

Signature of Committee Members:

<table>
<thead>
<tr>
<th>Administrator’s Name (Print)</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEA Representative’s Name (Print)</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>DESPA Representative’s Name (Print)</td>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>
Delayed Annual Leave Request

Employee Name: ___________________________ Site: ___________________

Position: ___________________________ Supervisor Name: ___________________________

Amount of Annual Leave needing to be delayed (hours): ________

Reason for delay of use: __________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Plan for using the above annual leave hours: ______________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Signature of Employee: ___________________________ Date: ___________________

Signature of Supervisor: ___________________________ Date: ___________________

******************************************************************************************

Superintendent approval: Signature: ___________________________ Date: ____________

Comments:  ________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
APPENDIX G

Education Support Professionals Compensation System

Preapproval application for college/university, technical school coursework and professional development not facilitated by your supervisor.

In order for Coursework/Professional Development to be counted towards hours for the Education Support Professional Compensation System, the following conditions must be met:

a) Coursework/Professional Development must be job specific (current position) and must support Durango 9-R District goals, objectives and employee development.

b) PD hours need to be completed by the last day of the employee’s designated work calendar for the rate increase to be effective in the following school year provided that hours are completed.

NO COURSEWORK/PROFESSIONAL DEVELOPMENT HOURS WILL BE AWARDED UNLESS THE SUPERVISOR’S SIGNATURE IS DATED PRIOR TO ENROLLMENT IN THE COURSEWORK OR PROFESSIONAL DEVELOPMENT. ONE FORM per COURSE/PD EVENT.

Please complete the information below:

Employee Name: ___________________________ Employee Position: ____________________

Technical/College/University Work - Course Title: __________________________

Course Number: ________ Credits: ________ (Quarter Hrs.), or ( ________ Semester Hrs.)

Institution: ____________________________ Term/Year or Date of Course: ____________

Brief Course Description: ________________________________________________________

Professional Development:

Organization offering the Professional Development: __________________________

Date: ____________________________ Location of Professional Development: __________________________

Total Hours of Professional Development: __________________________

Courses to be taken during the PD Event:

________________________________________________________________________

Please share how the Coursework/Professional Development aligns with current assignment and/or supports the Durango 9-R District goals and objectives and your plan for implementing the new learning:

________________________________________________________________________

________________________________________________________________________

ESP’s Signature: ___________________________ Date: ____________

Supervisor’s Signature: ___________________________ Date: ____________

AFTER THE COURSEWORK/PROFESSIONAL DEVELOPMENT IS COMPLETED, SUBMIT THE SIGNED PRE-APPROVAL FORM, WITH THE CORRESPONDING TRANSCRIPT OR PROFESSIONAL DEVELOPMENT CERTIFICATE, TO THE HUMAN RESOURCES DEPARTMENT. HARD COPIES ONLY, EMAILED DOCUMENTS WILL NOT BE ACCEPTED.

June 20, 2019
APPENDIX H - Previous Negotiation Members

2005-2006 Durango School District 9-R Board of Education

Joel Jones               President
Floyd Patterson          Vice President
Mark Seiter              Secretary
Melissa Youssef          Treasurer
Cindy Brevik             Board Member
Mike Matheson            Board Member
Jeff Schell              Board Member


Jeri Moore               Interim President
Jane Schold              Vice President
Melodie Gallegos         Secretary
John Durrschmidt         Treasurer

2005-2006 Negotiating Team - Durango School District 9-R

Michael Brennan, Chair   Director, Human Resources
Kim Cotta                Director, Student Nutrition
Diane Doney              Director, Business Services
Victor Figueroa          Principal, Sunnyside Elementary School

2005-2006 Negotiating Team - Durango Support Personnel Association

Jane Schold              Chair
Jeri Moore               Member
John Durrschmidt         Member
Doris Gordon             Member
Judy Williams            Member

Durango School District 9-R Superintendent
Dr. Mary F. Barter

2006-2007 Durango School District 9-R Board of Education

Floyd Patterson          President
Melissa Youssef          Vice President
Mark Seiter              Secretary
Jeff Schell              Treasurer
Cindy Brevik             Board Member
Bruce Anderson           Board Member
Tammy Capdevielle        Board Member

Jeri Moore                Interim President
John Durrschmidt         Vice President
Vicki Wood               Secretary
Patricia Neil            Treasurer

2006-2007 Negotiating Team - Durango School District 9-R

Michael Brennan, Chair   Director, Human Resources
Krista Garand           Director, Student Nutrition
Diane Doney             Director, Business Services
Bruce Hankins           Principal, Miller Middle School
Tim Arnold              Asst Principal, Escalante Middle School

2006-2007 Negotiating Team - Durango Support Personnel Association

Jane Schold              Chair
Jeri Moore               Member
John Durrschmidt         Member
Doris Gordon             Member
Judy Williams            Member
Greg Lawler             UniServ Director

Durango School District 9-R Superintendent
Dr. Mary F. Barter

2007-2008 Durango School District 9-R Board of Education

Floyd Patterson          President
Melissa Youssef          Vice President
Tammy Capdevielle        Secretary
Jeff Schell             Treasurer
David Farkas             Board Member
Padraig Lynch            Board Member
Wendy Rice               Board Member

2007-2008 Officers - Durango Support Personnel Association

Jeri Moore               Interim President
John Durrschmidt         Vice President
Pam Mackley              Secretary
Patricia Neil            Treasurer
2007-2008 Negotiating Team - Durango School District 9-R
Michael Brennan, Chair    Director, Human Resources
Krista Garand    Director, Student Nutrition
Joe Colgan    Interim Director, Business Services
Lauri Kloepfer    Principal, Sunnyside Elementary School
Tim Arnold    Assistant Principal, Escalante Middle School

2007-2008 Negotiating Team - Durango Support Personnel Association
Jane Schold    Chair
Chris Christensen    Member
Doris Gordon    Member
Judy Williams    Member
Jeri Moore    Interim DSPA President
Greg Lawler    UniServ Director

Durango School District 9-R Superintendent
Dr. Mary F. Barter

2008-2009 Negotiations Durango School District 9-R Board of Education
Floyd Patterson    President
Melissa Youssef    Vice President
Tammy Capdevielle    Secretary
Jeff Schell    Treasurer
James Callard    Board Member
Padraig Lynch    Board Member
Wendy Rice    Board Member

Durango Support Personnel Association
2008-2009 Officers
Suzanne Garcia    President
John Durrschmidt    Vice President
Pam Mackley    Secretary
Patricia Neil    Treasurer

Durango School District 9-R
2008-2009 Negotiating Team
Laine Gibson    Director of Finance – Lead Negotiator
Rory Mullett    Interim Director, Human Resources
Krista Garand    Director, Student Nutrition
Lauri Kloepfer    Principal, Sunnyside Elementary School
Tim Arnold    Assistant Principal, Escalante Middle School
2008-2009 Negotiating Team - Durango Support Personnel Association

Jane Schold Lead Negotiator
Doris Gordon Member
Judy Williams Member
Philip Lanier Member
Suzanne Garcia DSPA President
Greg Lawler UniServ Director

Durango School District 9-R Superintendent
Dr. Keith Owen

2009-2010 Durango School District 9-R Board of Education

Floyd Patterson President
Jeff Schell Vice President
Wendy Rice Secretary
Joe Colgan Treasurer
Bruce Anderson Board Member
Andy Burns Board Member
Julie Levy Board Member

2009-2010 Officers - Durango Education Support Personnel Association

Suzanne Garcia President
Gregory Butler Vice President
James Luce Secretary
Janet Widdop/Glenda Schawcraft Treasurers

2009-2010 Negotiating Team - Durango School District 9-R

Laine Gibson Chief Financial Officer
Mathew Neal Executive Director, Human Resources
Krista Garand Director, Student Nutrition
Lauri Kloepfer Principal, Sunnyside Elementary School
Tim Arnold Assistant Principal, Escalante Middle School

2009-2010 Negotiating Team - Durango Education Support Personnel Association

Vicki Wood Member
James Luce Member
Judy Williams Member
Suzanne Garcia DESPA President
Greg Lawler UniServ Director

Durango School District 9-R Superintendent
Dr. Keith Owen
2011-2012 Durango School District 9-R Board of Education
Jeff Schell                  President
Andy Burns                   Vice President
Wendy Rice                   Secretary
Joe Colgan                   Treasurer
Stephanie Moran              Board Member
Kristy Rodri                 Board Member
Julie Levy                   Board Member

2011-2012 Officers - Durango Education Support Personnel Association
Gregory Butler               Acting President
Vicki Wood                   Secretary
Glenda Shawcroft             Treasurers

2011-2012 Negotiating Team - Durango School District 9-R
Laine Gibson                 Chief Financial Officer
Laura Galido                 Executive Director of Human Resources
James Torres                 Executive Director of Technology
Mike Chadwick                Director of Facilities
Lisa Schuba                  Principal, Animas Valley Elementary

2011-2012 Negotiating Team - Durango Education Support Personnel Association
Greg Butler                  Acting DESPA President
Greg Lawler                  UniServ Director
Ron Reed                     Member
Vicki Wood                   Member
Sharee Erickson              Member
Joe Hannnigan                Member

Durango School District 9-R Superintendent
Bill Esterbrook

2012-2013 Durango School District 9-R Board of Education
Jeff Schell                  President
Andy Burns                   Vice President
Carol Smith                  Secretary
Joe Colgan                   Treasurer
Julie Levy                   Board Member
Kristy Rodri                 Board Member
Stephanie Moran              Board Member
Emily Schaldach              Student Board Member
2012-2013 Officers - Durango Education Support Personnel
Ron Reed  President
Vicki Wood  Vice President
Gail Cartwright  Secretary
Glenda Shawcroft  Treasurer

2012-2013 Negotiating Team - Durango School District 9-R
Laura Galido  Executive Director of Human Resources
Laine Gibson  Chief Financial Officer
Amy Kendziorski  Executive Director of Student Support
Karen Gray  Assistant Principal, Park Elementary

2012-2013 Negotiating Team - Durango Education Support Personnel Association
Ron Reed  DESPA President
Greg Lawler  UniServ Director
Daniel Riecks  Member
David Monie  Member
Gail Cartwright  Member
Vicki Wood  Member
Vicki Kuan  Member

Durango School District 9-R Superintendent
Dan Snowberger

2013-2014 Durango School District 9-R Board of Education
Andy Burns  President
Kim Martin  Vice President
Stephanie Moran  Secretary
Mick Souder  Treasurer
Greg Spradling  Board Member
Nancy Stubbs  Board Member
Brieanne Stahnke  Board Member
Emily Schaldoch  Student Board Member

2013-2014 Officers Durango Education Support Personnel Association
Vicki Wood  President
Gail Cartwright  Secretary/Treasurer
Daniel Allen  Member At Large

2013-2014 Negotiating Team - Durango School District 9-R
Laura Galido  Executive Director of Human Resources
Jason Austin  Executive Director of Finance
Victor Figueroa  Assist. Superintendent
Karen Gray  Assist. Principal
Jenny Ellexson  Payroll/Benefits Manager
2013-2014 Negotiating Team - Durango Education Support Personnel Association
Vicki Wood DESPA President
Greg Lawler Uniserv Director
Joan Ehat Member
Ronda Higby Member
Daniel Riecks Member
David Monie Member

Durango School District 9-R Superintendent
Dan Snowberger

2014-2015 Durango School District 9-R Board of Education
Andy Burns President
Kim Martin Vice President
Stephanie Moran Secretary
Mick Souder Treasurer
Greg Spradling Board Member
Nancy Stubbs Board Member
Brieanne Stahnke Board Member
Sobie Hamilin Student Board Member

Laura Galido Jason Austin
Jackie Oros Karen Gray
Ron Reed

2014-2015 Negotiating Team - Durango Education Support Personnel Association
Vicki Wood Gail Cartwright
Joan Ehat Daniel Allen
Kerri Merkel Greg Lawler

Durango School District 9-R Superintendent
Dan Snowberger

2016-2017 Durango School District 9-R Board of Education
Andy Burns President
Nancy Stubbs Vice President
Stephanie Moran Secretary
Kim Martin Board Member
Matt Sheldon Board Member
2016-2017 Negotiating Team Durango School District 9-R
Laura Galido
Jennifer Macho-Seekins
Victor Figueroa
Krista Garand
Shannon Morris

2016-2017 Negotiating Team - Durango Education Support Professionals Association
Josh Doucette
Gail Cartwright
Jennifer Latham
Janice Coleman
Greg Lawler

2016-2017 Durango School District 9-R Superintendent
Dan Snowberger

Durango School District 9-R Board of Education 2017-2018
Nancy Stubbs President
Stephanie Moran Vice President
Shere Byrd Secretary
Joe Kusar Treasurer
Mick Souder Board Member

Durango School District 9-R 2017-2018 Negotiating Team
Daniel Blythe
Andy Burns
Laura Galido
Krista Garand
Shannon Morris

Durango Education Support Professionals Association 2017-2018 Negotiating Team
Gail Cartwright
Janice Coleman
Chris Lake
Jennifer Latham
Greg Lawler
TJ Wilson

Durango School District 9-R Superintendent of Schools 2017-2018
Daniel Snowberger