



Schedule B

**Specialized Support
Employees**

Benefits

and Other Information

PUEBLO CITY SCHOOLS

315 W. 11th Street
Pueblo, Colorado 81003

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MISSION STATEMENT

Pueblo City Schools – World-Class

Our mission in Pueblo City Schools – a unique educational community strengthened by its diversity, culture and traditions – is to guarantee a “**world-class education that prepares graduates to succeed in a global society.**” This will be accomplished in a safe, secure environment through innovative state-of-the-art technologies, superior curricula, and highly-skilled educators driven by active partnerships with students, families and communities.

Pueblo City Schools does not discriminate on the basis of race, color, creed, national origin, ancestry, sex, sexual orientation, age, disability, religion, or other status protected by law in admission or access to, or treatment and employment in, its programs and activities. Additionally, a lack of English language skills is not a barrier to admission or participation in activities, programs and employment. The following individual has been designated to handle inquiries regarding the non-discrimination policies: EEO/Affirmative Action/Title IX/Section 504 Compliance Officer, 315 West 11th Street, Pueblo, Colorado 81003, (719) 549-7154.

Si tiene alguna pregunta sobre esta información, por favor llame a la escuela de su niño.

GENERAL INFORMATION

THIS DOCUMENT IS NOT A CONTRACT. IT MERELY SETS FORTH, IN WRITING, BENEFITS AND OTHER INFORMATION APPLICABLE TO SPECIALIZED SUPPORT EMPLOYEES (SCHEDULE B) IN PUEBLO CITY SCHOOLS. THIS DOCUMENT IS SUBJECT TO CHANGE AT ANY TIME AT THE SOLE DISCRETION OF THE OFFICE OF HUMAN RESOURCES SUBJECT TO APPROVAL OF THE SUPERINTENDENT.

It is recognized that Pueblo City Schools is the primary employer and, as such, the Board of Education of Pueblo City Schools is due certain responsibilities and obligations in respect to terms and conditions of employment which include, but are not limited to, performing academic and nonacademic services and any other activities as directed by the Superintendent or his/her designee.

Board of Education policy, state, and federal laws and regulations mandate equal employment opportunities for all Pueblo City Schools employees and prospective employees, irrespective of race, creed, color, national origin, gender, age or disabling condition, and/or veteran status. Additionally, the District encourages and promotes the full realization of equal employment opportunity through positive, continuing affirmative action efforts.

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, responsibilities and prerogatives conferred upon and vested in it by the laws and constitution of the State of Colorado and the United States. The exercise of these powers, rights authority, duties, responsibilities and prerogatives by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the policies of Pueblo City Schools and state and federal laws, rules and regulations.

WORK LOAD

The contract year is September 1 through August 31 of the following year. The school year is that period of time between July 1 and June 30 when instruction of students is expected to occur in accordance with the school calendar or as scheduled for after school or summer school programs. The actual days worked during a school year may start as early as July and end as late as June in any given work year. The number of workdays will vary among the various positions covered by Schedule B. The number of workdays and length of workday for each position will be disclosed on the salary schedules for each type of position and documented in the Office of Human Resources.

Workday shall mean the period of time when employees must be present at given buildings or sites as needed to perform responsibilities and duties included in the employee's job description or as may be assigned by the immediate supervisor.

The Office of Human Resources will publish calendars for students, twelve-month employees and other individual positions as needed.

Typically, the employee's scheduled workday is exclusive of a duty free lunch period. The employee will have the right to leave the building during a duty free lunch period, provided such absence from the building does not interfere with the employee's regular assignment as determined by the immediate supervisor.

Full-time employees shall be allowed a rest period approximately midway of the first four (4) hours of the workday and again midway of the second four (4) hours of the workday. Such rest periods shall be with full pay and shall be of fifteen (15) minutes duration. Rest periods shall not interfere with the normal operations of the school or department. Lunch and rest periods shall not be cumulative or compensated if not taken by the employee.

Unusual circumstances may require modification of the normal work schedule, which may be modified by the immediate supervisor. When possible, reasonable advance notice of the change will be provided to the employee.

Overtime is subject to approval by the Superintendent based upon a request from the employee's immediate supervisor. Time and one-half of the employee's regular hourly rate of pay or compensatory time at the same rate shall be paid for work performed in excess of forty (40) hours within the workweek, which includes Sunday through the following Saturday. Compensatory time off may be given in lieu of overtime if mutually agreeable between the supervisor and the employee. Compensatory time must be taken within two pay periods or it will automatically be converted to overtime pay.

The acceptance of emergency overtime assignments shall be considered a condition of employment and refusal may result in disciplinary action. The term emergency means a situation that developed suddenly and unexpectedly as determined by the immediate supervisor.

INSURANCE

Specialized support employees who are full time employees and are not a part of an association or meet and confer group shall enjoy the same insurance benefits as other employees of Pueblo City Schools. Current insurance benefits include the following:

I. HEALTH, DENTAL, AND VISION INSURANCE:

- A. **INSURANCE COMMITTEE:** The District utilizes an insurance committee of no more than 20 employees. This committee shall determine the insurance benefit programs and make recommendations to the Board through the Superintendent. This committee will consider matters concerning all insurance issues such as, but not limited to, plan design, coverage, and the cost effectiveness of the offerings. Specific contributions toward the cost of coverage shall be determined through negotiations between the District and the Associations(s). The committee shall forward recommendations that are approved by the majority, to the Board of Education, through the Superintendent, along with a Minority Report, if one exists. One-half of these members shall be selected by the Association(s) to represent the Association(s), and one-half of these members shall be selected by the District to Represent the District. This Committee shall set ground rules, undergo training, and shall meet a minimum of once per month. The committee can meet twice monthly if voted on by the majority of the committee.

The Association(s) and the District each shall designate a Co-Chair. The Co-Chairs will set the agenda, review minutes, plan trainings, and any and all other duties as assigned by the committee. The District will provide clerical support for the committee to take and distribute minutes, agendas, calendar of meetings, and any other relevant information. Two weeks prior to the meeting, an e-mail reminder, with minutes of the last meeting, and a request for agenda items will be sent out.

- B. **HEALTH, DENTAL, AND VISION PLAN:** Effective January 1, 2009 the District shall contribute up to \$420 per employee per month toward health, dental, and vision insurance plans provided by the District. The actual contribution shall not exceed the full cost of the coverage selected by the employee. The contribution shall be remitted to the District's health, dental and vision insurance carriers. In the event that the employee's spouse is a District employee, the District will contribute up to \$420 for each spouse toward the cost of full family coverage or employee and spouse coverage, whichever applies.

- II. **LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT:** The Board shall provide at District expense for each eligible active full-time employee on employment contract a group life and accidental death and dismemberment policy, a dependent group life insurance policy.

Employee Life and Accidental Death and Dismemberment Insurance:

The amount of coverage shall be in accordance with annual earnings and shall be determined each September 1. Annual earnings shall not include overtime pay, bonuses, or other special compensation.

Life Insurance Benefit:

Two (2) times annual earnings, rounded to the next lower multiple of \$100, If not already a multiple of \$100. The maximum amount is \$500,000.

Group Dependent Life Insurance

The dependent life insurance schedule provides dependent coverage only during the employee's active years of full-time employment in the District. An employee covered by the group life policy and the accidental death and dismemberment policy cannot also be treated as a dependent under the group dependent life insurance schedules; therefore, with husband and wife teams, it is not possible to insure each other. In such cases where there are eligible children, they will be insured as the dependent children of one parent or the other, but not both

Schedule of Benefits For Dependent Life Insurance

Spouse:	Not employed in District	\$1,000
Children:	Live birth through age 19 or if full time college student, through age 24.	
	Covered amount per child	\$1,000

III. TAX SHELTERED ANNUITY: A voluntary tax sheltered annuity program shall be available for employees who choose to participate with any of the companies approved by the District.

LEAVE

I. ANNUAL EXCUSED LEAVE:

- A. On September 1 each year, full-time contracted specialized support employees on active duty the first day of the current contract year shall accrue annual excused leave with full salary in accordance with the following schedule:
Twelve months14 days
200 to 225 days.....13 days
175 to 199 days.....12 days
- B. The number of days shall be prorated when the specialized support employee's effective date of employment is after the beginning of the current contract year or if the employee does not complete the current contract year.
- C. Specialized support employees who are under contract for less than full-time (eight hours per day) shall be granted annual excused leave on a pro rata basis.
- D. It shall be the responsibility of the employee to notify his/her immediate supervisor prior to any absence from work. The absence must be approved by and reported to the immediate supervisor in accordance with District designated documentation procedures and the customary and established practices and procedures of the District.
- E. Excused leave shall be charged on the basis of one (1) hour of leave for each hour or portion of an hour used
- F. Annual excused leave granted during each current contract year may be used for the following purposes:
 - 1) Personal Medical Disability - The annual excused leave may be used for medical disability of the employee.
 - 2) Immediate Family Medical Disability or Death - The annual excused leave may be used for medical disability or death in the employee's immediate family, which shall only include the employee's mother, father, brothers, sisters, spouse, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law or grandchild.
 - 3) Bereavement Leave - A total of up to five (5) annual excused leave days may be used on an as needed basis for the death of other relatives, which shall only include relatives of the employee and spouse.
 - 4) Childbirth - An employee may use up to five (5) workdays of excused leave to be with his wife during childbirth or confinement related to pregnancy on an as needed basis. Under the Family Medical Leave Act (FMLA), certain types of employees may be eligible for up to 12 weeks of annual leave for the birth of a child.
 - 5) Child Adoption - An employee may use up to five (5) workdays of excused leave during child adoption proceedings on an as needed basis. Under the Family Medical Leave Act (FMLA), certain types of employees may be eligible for up to 12 weeks of annual leave for the adoption of a child.
 - 6) Personal Leave – Specialized support employees may use up to three (3) days for personal leave.
 - 7) Work Related Injury - Employees temporarily absent from work and unable to perform their duties as a result of a personal injury incurred in the scope and course of their employment, have the option after the third day to use Workers' Compensation or to use up to twenty (20) days of accumulated excused leave for the injury, less any Workers'

Compensation. Follow-up office visits during the workday (required by the District's Workers' Comp medical provider of employees returned to work) may be charged to annual excused leave by the employee.

B. **MEDICAL LEAVE:** Under the FMLA, certain employees are allowed leave of up to twelve (12) weeks, with return to job rights, due to personal illness, the care of a sick child, and the care of a parent with a serious health condition. Contact the Office of Human Resources for further information.

- 1) Employees who are medically disabled and unable to continue work and have exhausted their excused leave benefits or desire to not use accumulated leave may be granted a medical leave of absence without salary for a period not to exceed six (6) months including the twelve (12) weeks allowed under FMLA. Verification of medical disability by a licensed physician shall be required.
- 2) The Board upon the recommendation of the Superintendent may renew medical leave without salary and fringe benefits for an additional twelve- (12) month period.
- 3) If the employee returns to work during the twelve- (12) month renewal period, the employee shall be assigned at such time as a vacancy is open for which the employee is qualified. When two (2) or more employees returning from medical leave are qualified for a single opening, they shall receive equal consideration. In filling the vacancy, the Superintendent will consider experience, length of service, qualifications, and special skills. The Superintendent may also consider other factors.
- 4) When an employee on medical leave is able to return to work, he/she shall be reinstated on the applicable Salary Schedule at the step he/she was on when granted such leave.
- 5) Before returning to work the employee shall be required to submit a physician's certificate of fitness to work to the Office of Human Resources and a copy to the immediate supervisor.

C. **PARENTAL LEAVE**

- 1) Parental leave without salary and fringe benefits, except health insurance as required by law, may be granted to employees for the purpose of child rearing, childcare, or adoption.
- 2) Parental leave must be requested six (6) months at a time with no more than two (2) consecutive periods granted.
- 3) The Office of Human Resources shall receive evidence of need before granting of parental leave.
- 4) The parental leave request is subject to the written approval of the Superintendent.
- 5) Return from parental leave shall be according to positions and vacancies available for which the person is qualified. When two (2) or more employees returning from parental leave are qualified for a single opening, they shall receive equal consideration. In filling the vacancy, the superintendent will consider experience, length of service, qualifications, and special skills. The Superintendent may also consider other relevant factors.
- 6) Twelve-month employees must give notice of intent to return from parental leave to the Office of Staff Relations at least sixty (60) days prior to the time the employee requests to return to work. Employees working less than twelve months must give notice of intent to return to work by April 1st preceding the school year that they request to return to work.

- 7) Upon return from parental leave, the employee shall be reinstated on the appropriate Salary Schedule at the step they were on when they were granted such leave.
- 8) Employees may not be otherwise employed while on approved parental leave.

D. PERSONAL LEAVE

- 1) Personal leave, which shall be charged against excused leave, may be granted to a specialized support employee who notifies their immediate supervisor of intention to take such leave.
- 2) If possible, the employee shall notify the immediate supervisor in writing of the intention to use personal leave at least one (1) week in advance of absence.
- 3) Personal leave shall not be taken the first or last day of each semester or the last workday before or the first workday after a holiday or vacation period.
- 4) To insure continuity of the educational program and building needs, requests for personal leave may be denied as determined by the employee's immediate supervisor or the Superintendent. Personal leave is not intended for vacation, recreation or to earn other income.

E. WORK RELATED INJURY OR ILLNESS LEAVE

- 1) Employees temporarily absent from work and unable to perform their regular or modified duties as a result of personal injury incurred in the scope and course of their employment shall be deemed to be on injury leave until they are able to resume their duties. Employees on injury leave shall receive their statutory benefits available under the Workers' Compensation Act of Colorado.
- 2) Employees on injury leave shall not be compensated for annual excused leave except when the injury leave is not compensated by the Workers' Compensation Act of Colorado.
- 3) The District will have the right to recover Workers' Compensation Insurance benefits or temporary total benefits otherwise due the employee for any period the District pays full salary.
- 4) Injury leave shall be authorized only in those cases in which a report of accident form has been initiated by the employee as required by the Workers' Compensation Act of Colorado and the employee has a written statement from the District's designated physicians concerning the employee's treatment and his/her inability to return to work.
- 5) An employee shall be denied injury leave if the employee did not suffer a job-related injury that renders the employee incapable of performing his/her regular or modified duties or if the insurance carrier makes a finding of no liability.
- 6) There shall be no provision for any loss of work time due to an injury occurring off the job. The employee shall arrange for annual or accumulated excused leave, vacation, or leave without pay or benefits as provided in this Agreement.
- 7) The District shall continue to contribute the District's share of the employee's health/vision/dental premium for a maximum of six (6) calendar months for employees on an authorized injury leave.
- 8) The employee shall be responsible to make payments for the shortfall in health/vision/dental premiums in accordance with schedules prepared by the Payroll Department.
- 9) Employees shall not accrue vacation or annual excused leave while on injury leave. Employees released to return to work on a halftime basis shall accrue one half of their normal accruals of vacation and annual excused leave as provided in this agreement.

- 10) During the period that an employee receives injury leave, the employee must provide the Office of Human Resources and the employee's immediate supervisor at least a weekly medical status report or may be subject to disciplinary action including loss of benefits.

F. ACCUMULATED EXCUSED LEAVE

- 1) Unused annual excused leave shall be accumulated from year to year and may be used by the specialized support employee only after the current year's annual excused leave is exhausted.
- 2) The date of resignation for specialized support employees who resign or retire because of medical disability shall be the same workday long-term disability has been approved. Employees shall be compensated for any remaining accumulated excused leave days regardless of years of service or number of accumulated days.
- 3) After the annual excused leave is used, absences not covered by accumulated excused leave or unexcused absences shall be deductible at the employee's current daily rate of pay for each day of absence.
- 4) Employees absent from work for six (6) or more consecutive days or ten (10) days in any thirty- (30) day period due to medical disability or for doctor appointments shall be required at the request of the District to furnish a physician's statement stating the nature and anticipated duration of the employee's absence. Employees shall not be permitted to return to work until the physician's statement is presented to the immediate supervisor.

G. LEAVE REIMBURSEMENT

Specialized support employees retiring from the District with at least fifteen (15) years of service and at least seventy-five (75) days of accumulated unused excused leave shall be reimbursed at the rate of \$35 per day for earned but unused excused leave.

H. HOLIDAYS

Specialized support employees who work 261 days (12 months) will be granted fourteen (14) paid holidays per year as specified on the current District calendar. Specialized support employees who work less than twelve months will be granted holidays that fall within their work year as specified on the current calendar for their positions.

I. VACATION

- 1) Specialized support employees who are 12-month contracted employees are eligible to receive ten (10) days of vacation after one (1) full year of employment, fifteen (15) days after five (5) full years of employment, and twenty (20) days after ten (10) full years of employment.
- 2) Board policy (GDD) defines the vacation-earning period to be from June 1 through May 31. Earned vacation must be taken within the twelve months immediately after the District determines the vacation eligibility.
- 3) Unused vacation days shall not be carried over from one vacation earning period to another without prior approval of the Superintendent.
- 4) The specialized support employee must work the entire vacation-earning period to be granted full annual vacation benefits. Employees working less than the entire vacation-earning period will receive annual vacation benefits on a prorated basis.

J. MILITARY LEAVE

- 1) Employees of Pueblo City Schools, who are members of the National Guard or any other component of the military forces of the state, now or hereafter organized; reserve

forces of the United States, now or hereafter organized, or constituted under federal law, shall be entitled to leave of absence from their employment as prescribed under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA). Additionally,

- i. An employee must submit a request for leave of absence accompanied by a statement from the commanding officer requesting such leave, and
- ii. At the completion of the training or active service ordered, the employee must submit a statement from the commanding officer of satisfactory service performed and rate of pay received for such service.

K. LEGAL LEAVE

- 1) Legal leave will not be charged to excused leave.
- 2) Legal leave will be granted for jury duty as required by law. The employee shall be subject to a salary deduction equal to the amount of compensation received for serving on a jury panel unless he/she surrenders any payment received for jury service to the District.
- 3) Legal leave will also be granted if an employee is under subpoena to testify at a legal proceeding that is District-related. A copy of the subpoena shall be submitted with the leave request.
- 4) Absences for other legal matters are chargeable as personal leave or subject to a pay deduction for the period of absence.
- 5) Legal leave is not required for routine Student Intervention Services court appearances.

L. WORK RELATED ACCIDENTS OR ILLNESS MEDICAL PROVIDER

- 1) All employees incurring a work related accident or illness shall be directed to medical providers as designated by the District.

M. PERA SHORT TERM DISABILITY

An employee who is unable to perform the essential functions of his/her position with reasonable accommodations but who is not totally and permanently disabled from gainful employment, may elect to use available excused leave, or unpaid leave of absence or he/she may apply for short term disability through PERA. Contact your PERA representative for the most current definition of a disability and other information relative to statutory changes that may have occurred since the date of this publication.

OTHER BENEFITS

A. EMPLOYEE ASSISTANCE PROGRAM

Specialized support employees and their immediate families are eligible to utilize the District-approved Employee Assistant Program for assessment, initial counseling, and referral service for personal problems.

B. FLEXIBLE BENEFITS PLAN

Specialized support employees may participate in the District-approved Flexible Benefit Plan. The Flexible Benefit Plan offers you an opportunity to pay for pre-planned medical expenses and/or dependent care expenses using pre-tax dollars, which can increase take home pay. If an employee does not take advantage of the Flexible Benefit Plan at the time of employment, the next available opportunity to participate is during the open enrollment period each year. Current information is available through the Office of Human Resources.

C. PREMIUM PAYMENT PLAN

Specialized support employees are automatically enrolled in the District approved Premium Payment Plan. Under this plan, medical/dental/vision premiums are paid with pre-tax dollars, thereby increasing your take-home pay. As a new employee you have the option of declining this benefit, which must be done immediately through the Payroll Office. The next opportunity to decline this benefit will be during the Open Enrollment Period. For more information contact the Office of Human Resources.

OTHER EMPLOYMENT INFORMATION

A. PROBATIONARY STATUS

Specialized support employees shall be regarded as probationary employees during the first year of employment in the District. Probationary employees may be discharged at the discretion of and as exclusively determined by the Assistant Superintendent of Human Resources and approved by the Superintendent. All positions are subject to availability of funding and continued program need.

B. EDUCATION SUPPORT PERSONNEL WORK RULES

Specialized support employees shall be given a copy of the Education Support Personnel Work Rules at the time of hire. Per Board Policy, the District may issue a letter of reprimand, suspension, and/or discharge for just cause to a specialized support employee who is in violation of the Education Support Personnel Work Rules.

C. CONCERTED ACTION/WORK STOPPAGE

Specialized support employees shall not authorize, engage in, sanction, or condone any strike or work stoppage of any kind or nature. In the event of a strike, work stoppage, withholding of services or any related concerted action by an employee or group of employees in Pueblo City Schools, specialized support employees, upon the direction of their immediate supervisor or the Superintendent or his/her designated representatives, shall report to a designated work area and perform such responsibilities and duties as shall be assigned by the Superintendent or his/her designated representative.

D. DIRECT DEPOSIT

Pueblo City Schools is a Direct Deposit Employer. At time of employment, all specialized support employees shall provide to the Payroll Office information to establish a direct deposit account.

COMPENSATION

A variety of positions fall under the specialized support employee classification; therefore salary schedules are not published here. Applicable salary schedules for each position are available upon request from the Office of Human Resources.

One experience step will be given on September 1, when applicable, upon approval of the Board of Education, to full-time specialized support employees who were on active duty in the District for at least one hundred (100) workdays during the previous contract year. Work eligible for advancement shall not include leaves without pay or days worked outside of the employee's work calendar for which the employee receives additional compensation.

Specialized support employees are generally placed on the first step of the appropriate salary schedule. In unusual circumstances, consideration may be given to education and relevant experience.

The Assistant Superintendent of Human Resources or Director of Human Resources, whichever applies, will recommend placement and classification of each specialized support employee on the appropriate salary schedule. Such placement on the appropriate salary schedule is subject to approval by the Superintendent and the Board of Education.

The District reserves the right to properly adjust any errors that may occur in the calculation of salaries and fringe benefits only within the duration of the then current contract period.

Specialized support employees whose duties and responsibilities require extensive intra-district travel may be reimbursed for actual reported mileage in accordance with District policy.

A salary freeze to include all forms of compensation will be in effect for the 2012-13 school year.

PERFORMANCE APPRAISALS AND REASSIGNMENTS

Specialized support employees will be appraised every year in accordance with the Education Support Personnel Performance Review evaluation program as set forth under Board Policy GDO for Education Support Personnel Employees. Appraisal forms and handbooks, which include critical date information, are available through the Office of Human Resources, on the PCS intranet, or from the employee's immediate supervisor.

The Superintendent or designee may change a specialized support employee's work assignment or job status at any time to meet the needs of the District. The Superintendent or designee will notify the employee in writing and give the reason for the reassignment. When reasonably possible, the employee will be provided an opportunity to discuss the reassignment with the Superintendent or designee prior to the effective date of the reassignment. There may be situations that require an immediate status change, including demotion or termination, as determined by the Superintendent or designee in his or her sole discretion.

CONFLICT RESOLUTION

As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. It is in the best interest of all parties to secure equitable solutions to problems at the lowest administrative level. These proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Employee complaints alleging discriminatory treatment by the District based on the complainant's age, religion, national origin, gender, race, marital status, or disability may be filed under the District's procedures for resolving discrimination complaints.

Other issues or complaints must first be discussed with the specialized support employee's immediate supervisor in an effort to resolve the situation. If the issue or complaint involves the employee's immediate supervisor, the employee may discuss the issue or complaint with his or her Supervisor's immediate supervisor. If the issue or complaint is not satisfactorily resolved at this level, the matter may be presented to the Assistant Superintendent of Human Resources or Director of Human Resources, whichever applies, for conflict resolution.