August 28, 2020

With the formalized Memorandum of Understanding between the District and the Jeffco Education Support Professional Association (JESPA) completed, please note:

The deadline for any JESPA employee to submit request for Break In Service (unpaid leave of absence) for first semester or the period within July 1 to December 31 is extended to close of business (5:00 pm) on September 8, 2020.

HR will process requests as quickly as possible.

Thank you,

David Bell
Chief Human Resources Officer
Memorandum of Understanding

Jeffco Public Schools (the District) is committed to offering high quality education while offering safe-guards for the health and well-being of students and staff.

Therefore, the District has developed a Restart Plan with full consideration to the health, safety and well-being of our students and employees. This was done by monitoring recommendations and guidance from various key sources including Jefferson County Public Health, Colorado Department of Public Health and Environment, and the Centers for Disease Control. In addition, the district monitors recommendations and guidance from the Colorado Department of Education and the State of Colorado. All the recommendations and guidance from these sources drives the development of a safe Restart Plan, and the District is in compliance with all laws and public orders, and is following the resolution from the Jeffco Public Schools Board of Education passed June 13, 2020, which outlines conditions and expectations for the Restart Plan.

The District will continue to monitor recommendation, guidance, and public health information to make adjustments to the health and safety work protocols for our staff. This memorandum of understanding captures the efforts Jeffco Public Schools and JESPA agree to take to ensure the 2020-2021 school year is opened in a safe way for students and staff.

Communication
The District will create a collaborative monitoring committee with members appointed by the Superintendent after an application process and association recommendations. The committee shall consist of members of the JESPA, JCEA, administrators, and parent/community representatives. The committee is created to monitor Colorado and Jefferson County pandemic conditions and school data including school infection rates, student attendance and engagement, and other pertinent data for the purpose of making recommendations for adjustment to the Restart plan, this MOU, and suggest solutions for problems that arise out of the pandemic conditions. Recommendations must be data-informed from findings and information from the Colorado and Jefferson County Public Health Departments. Recommendations will be made to District leadership after the committee agrees to the recommendation using a consensus model. Jeffco will adhere to all Colorado and Jefferson County public health guidelines at a minimum. The committee may request appropriate information and data of the District, to assist in reaching consensus.

Safety Precautions
1. School staff and students will be trained on building health and safety procedures, including descriptive signage. This will occur prior to students return to school buildings, and as needed throughout the school year.
2. Non-school staff will be made aware of all health and safety procedures, including descriptive signage.
3. Staff will self-screen at minimum one time per day, before entering a district building or using district vehicles.
4. Students will be screened upon entry to the school building, and if not cleared for entry, will not be allowed to join a cohort, class, or other group setting.
5. Entry, exit, and hallway travel times will be coordinated and controlled to minimize contact and congregation of large groups.
6. The District will require masks to be worn throughout the school day by students and staff. Face coverings may be taken off during appropriate and coordinated breaks, meal times, nap times,
outdoor times in which social distance can be maintained, and when appropriate for medical or health reasons.

a. Any medical exemption will be reviewed by the District Health Services Department to validate the request and communicate the exemption to school or building administrators.

b. The failure of a student to comply with these expectations will be considered grounds for student discipline.

7. Social distancing will be practiced to the greatest extent possible, along with all other mitigation efforts, with location-specific guidelines communicated to staff and students.

8. Regular hand washing and sanitizing is required at to-be-determined times in the school setting, as developed and communicated at the school level based on the guidance from the Director of Health.

9. School classrooms and common areas will be cleaned regularly, and sanitized as needed, according to protocols developed by the Custodial Services Department. Cleaning will be completed primarily by custodial staff, with light maintenance completed by classroom teachers or other staff.

10. The District will maintain school-specific ventilation programs that meet building codes and serve student and staff safety for ventilation/air flow practices during the pandemic issue.

a. Target full-room air exchange is 7.5 to 10 air exchanges per hour.

b. Annual and other scheduled service will be completed as identified by the District Facilities Department.

c. Facilities staff will centrally monitor systems performance.

11. The District will maintain a report form, in order for employees to express concerns regarding health and safety protocols and lack of adherence to these directives.

12. The District will monitor and appropriately minimize, when possible, the volume of student contacts for itinerant support staff. Collaborative problem solving conversation will be used to hear concerns.

**Personal Protective Equipment**

Employees will be provided face coverings and/or face shields as necessary. Instruction for appropriate replacement of lost or damaged items will be provided to all schools and departments (as appropriate), and coordinated through office administration.

In the event a staff member is directed to purchase protective supplies by an administrator, these expenses will be reimbursable to the employee, with proper proof of purchase.

**COVID-19 Testing, Quarantine**

The District will coordinate free COVID-19 testing for symptomatic employees. The District will assist with coordination of insurance-paid COVID-19 testing and treatment.

The District will develop, post, and update (as needed) quarantine procedures, to prepare staff for implementation in event of a need to quarantine a cohort or cohorts of students and staff. The District will consider all relevant orders from public health sources in development and update of these plans.

In the event of a positive COVID-19 case, communication will be made to the school and department staff and student/family community considered in a cohort or close contact with the positive individual.

**Employee Work Assignments**

The District will attempt to have work available for all JESPA bargaining unit employees at current (2020-21 school, contract or fiscal year) hired FTE and/or GBT level for each employee. This work may be in an
alternate job type, for which an employee job group (by job title/description) is deemed skilled and eligible for the work. This work change may be a full change of duties for a specified period or a change within a portion of the regular schedule (such as a single day in a week). If an employee does not agree to accept an alternate assignment as part of their weekly schedule, they will be allowed to take leave without pay for that portion of their work.

Proper training and supports will be provided, and employees should monitor their Jeffco email for updated training and support materials.

This work shall not be deemed an “administrative transfer” as that term is defined in the CBA. The JESPA and/or JESPA employees shall waive any grievance rights related to Article 4-6-1 with regard to accepting this work assignment.

**Workforce Management**
If needed, the District will follow the process as defined in Article 11 Reductions in Force, to address necessary changes in workforce due to the work-need impacts of the pandemic.

If needed, the District and/or individual schools will follow the process as defined in Article 5-6, to address necessary changes in paraprofessional hours and staffing due to the work-need impacts of the pandemic.

If determined necessary by the District, the District will consider furlough days of JESPA employees, due to the lack of work caused by the impacts of the pandemic and/or the change of school structures or models, etc. The district will meet with JESPA to discuss the furlough or other identified alternatives to a Reduction in Force as required in Article 11. Any furlough day shall not be considered a canceled work day pursuant to Article 6-9.

In general, a furlough day is a District-designated day or days on which employees do not work and do not receive compensation; no other change to employment status or benefit eligibility occurs in relation to a furlough day or days.

**Break in Service (Leave of Absence)**
Provide an opportunity for one semester/half-year unpaid break in service. The district will provide position/job protection during the period of the break in service, culminating in rehire to same or similar position type, grade, and individual FTE, and will be restored to the same level of pay and benefits upon rehire. An employee may apply for a break in service in two (2) consecutive semesters.

Rehire from break in service into the same or similar position will not require the selection process defined in 4-4. Any placement of a rehired employee from break in service to a same or similar position will not be grievable by the association or other JESPA employees.

The break in service is unpaid, and benefits end at the end of the month in which the break in service becomes effective.

The employee using the break in service opportunity will be considered part of the department and job code for any actions related to budget planning, staffing, reduction in force, furlough or other actions.

**Temporary Hiring**
The District will utilize temporary hiring as an option for filling any positions created by a break in service.

**Assignment in Remote and In Person**
Employees that are granted remote work assignment location due to personal documented conditions will be allowed to work from home. Expectations will be developed with a direct supervisor for work completion in the remote work assignment. Employees will be available during regular department office hours, per the standard employee schedule. Employees may submit a request to modify schedule or hours to the direct supervisor. The supervisor may require modification of hours, based on work and department need.

**Meetings, and General Information**
Staff meetings and other joint meetings will be held with remote option, to facilitate attendance by remote workers and staff that prefer meeting attendance through web-meetings for social distancing.

During non-contact days, school-based employees will be allowed to work from home and/or use the school building during regular school hours, and as arranged with the building administrator.

Any employee discipline or other appropriate meeting that includes an association representative must occur with multiple methods offered (in person, remote) and allow for the employee and any association representative to participate in the same location or style.

The District is making efforts to provide equitable resources for all students, and will work with JESPA to identify any equity gaps and problem-solve appropriate solutions.

**Use of Sick Leave**
The District will follow all federal and state laws regarding sick leave, as currently required in the Families First Coronavirus Response Act and, on the effective date, the Healthy Families and Workplaces Act (state). The District will implement with fidelity the Emergency Sick Leave Bank, when requests are received, in a timely manner. The District will regularly communicate sick leave use options and rules to employees to keep staff updated on any changes.

Employees should not report to work when ill, but use appropriate sick leave accruals. Employees will not be disciplined for appropriate use of sick leave, or use of leave without pay if there is no sick or other leave available.

**Modifications**
This agreement may be modified, altered, changed, amended, or terminated only by mutual consent. Mutual consent must be reduced to written agreement signed by the parties hereto.

The parties agree to renegotiate the MOU upon mutual agreement and/or if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. In the case of any direct conflict of any specific provision of this Agreement with Colorado and/or federal law, Colorado and/or federal law shall control.

Colorado and federal law, as applicable, shall govern the interpretation of this Agreement. If any provision of this Agreement should be declared to be unenforceable by any administrative agency or court of law, the
remainder of the Agreement shall remain in full force and effect, and shall be binding upon the parties hereto as if the invalidated provision were not part of this Agreement.

Expiration of Agreement.
Unless otherwise terminated as provided in this Agreement, this Agreement will continue in effect until the end of the 2020-2021 fiscal year (June 30, 2021). This Agreement may be extended or renewed after that date by mutual consent reduced to writing and signed by the parties.

__________________________________________
Jeffco Public Schools

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Jeffco Education Support Professionals Association

__________________________________________
Date

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Date