

AGREEMENT

*between*

DENVER FEDERATION FOR  
PARAPROFESSIONALS AND NUTRITION SERVICE  
EMPLOYEES  
(CAMPUS SAFETY OFFICERS AND PARAPROFESSIONALS)  
3333 SOUTH WADSWORTH BLVD, SUITE 320  
LAKEWOOD, CO 80227

*and*

SCHOOL DISTRICT NO. 1  
IN THE CITY AND COUNTY OF DENVER  
AND STATE OF COLORADO  
1860 LINCOLN STREET  
DENVER, COLORADO 80203

August 1, 2021 – July 31, 2024

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## **AGREEMENT**

This AGREEMENT is made and entered into by and between SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO and the DENVER FEDERATION FOR PARAPROFESSIONALS this 1st day of August, 2021 and shall continue until July 31, 2024.

The Board and the Federation recognize that providing a high quality education for the children of Denver is the paramount objective of the School District and that high morale of the paraprofessional staff is desirable for the best education program and that:

The Board is elected by the qualified electors of the School District as the governing body of the School District and, as such, possesses all powers delegated to a Board of Education or to a School District by the Constitution and laws of the State of Colorado, together with the duties imposed thereby.

The superintendent is the Chief Executive Officer of the Board, and as such, administers the affairs and programs of the School District as provided by law and Board policy.

Attainment of the objectives of the educational program conducted in the schools of the District requires mutual understanding and cooperation between the Board, the superintendent and staff, the certificated personnel, and paraprofessionals. To this end, good faith negotiations between the Board and the Federation, with a free and open exchange of views, is desirable.

Federation members affirm that they recognize that it is imperative that all paraprofessionals represented by the Federation be sensitive to the needs and aspirations of children regardless of race, color, ethnic background, creed, or economic status and further that intolerant or biased conduct toward students will not be condoned.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1 - Definitions**

- 1-1 The term "paraprofessional" as used in this Agreement shall refer to all employees assigned to the negotiations unit authorized by the Board of Education in Resolution 2317 dated June 15, 1987. Categories from Resolution 2317 are teacher aides, bilingual aides, special education aides, CEC paraprofessionals, bus assistants, and security guards.
- 1-2 The term "Board" as used in this Agreement shall mean the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.
- 1-3 The term "Federation" as used in this Agreement shall mean the Denver Federation for Paraprofessionals.
- 1-4 The terms "School District" and "Denver Public Schools" as used in this Agreement shall mean School District No. 1 in the City and County of Denver and State of Colorado.
- 1-5 The term "superintendent" as used in this Agreement shall mean the superintendent of Schools of School District No. 1 in the City and County of Denver and State of Colorado.
- 1-6 The term "school year" as used in this Agreement shall mean the officially adopted school calendar.
- 1-7 The term "principal" as used in this Agreement shall mean the head administrator of a school.
- 1-8 The term "supervisor" as used in this Agreement shall mean an administrator, manager, or supervisor who evaluates the performance of a paraprofessional.
- 1-9 The term "day" as used in this Agreement shall mean a calendar day, unless otherwise stated.
- 1-10 Employees may search the job description database in [TheCommons](http://thecommons.dpsk12.org/Page/296).  
(<http://thecommons.dpsk12.org/Page/296>)

## **ARTICLE 2 - General Provisions**

- 2-1 The Board shall apply the provisions of the Agreement equally to all employees without discrimination on the basis of race, color, gender, gender identity, transgender status, religion, national origin, ancestry, sexual orientation, marital status, veteran status, age and consistent with the provisions of the Americans with Disabilities Act, membership in any paraprofessional organization or such other human and civil rights as may be protected by statute.

- 2-2 The Federation shall continue to admit persons to membership without discrimination on the basis of race, color, gender, gender identity, transgender status, religion, national origin, ancestry, marital status, veteran status, sexual orientation, age, disability, or membership in any paraprofessional organization.
- 2-3 This Agreement constitutes Board policy for the term of said Agreement and the Board and the Federation will carry out the commitments contained herein and give them full force and effect.
- 2-4 No change, rescission, alteration, or modification of this Agreement during its term in whole or in part shall be valid unless the same is approved by the Board and ratified by the Federation and endorsed in writing hereon.
- 2-5 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Agreement or any application of this Agreement to any paraprofessional covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.
- 2-6 In case of any direct conflict between the express provisions of this Agreement and any Board or Federation policy, practice, procedure, custom, or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- 2-7 Unless required by state or federal legislation, the Board will not adopt or implement any condition of employment contrary to the terms of this Agreement. If modifications to conditions of employment are needed because of state or federal legislation, implementation of such modifications will be made after a meeting with representatives of the Federation to minimize the effects on the provisions of the Agreement.
- 2-8 The Federation recognizes that the Board of Education has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the District to the full extent authorized by law. All rights and authority of the Board of Education not specifically waived, compromised, or otherwise mentioned or limited in this Agreement shall be retained by the Board of Education.
- 2-9 Throughout the effective term of this Agreement, the Federation agrees that neither it nor any of its officers, agents, representatives, or members shall engage in, authorize, or encourage any stoppage or suspension of work, slowdown, picketing, strike boycott, or concerted refusal to work.
- 2-10 The Federation further agrees that it will inform its members in writing that any such action by any individual members of the bargaining unit will result in disciplinary action by the Federation and by the Board of Education.

## ARTICLE 3 - Recognition

- 3-1 On June 15, 1987, the Board of Education adopted Resolution 2317 stating that a unit of employees consisting of paraprofessionals, which includes teacher aides, bilingual aides, special education aides, CEC paraprofessionals, bus assistants, and security guards, is an appropriate unit for purposes of collective bargaining in the School District. Resolution 2056 provides that the Board of Education retains the right to change the composition of the bargaining unit.
- 3-2 Resolution 2317
- 3-2-1 Resolution 2317 further states that the Board of Education “hereby recognizes the Denver Federation for Paraprofessionals (AFT-CFT) as the exclusive representative of the paraprofessional unit for purposes of collective bargaining.”
- 3-2-2 It is the inherent and exclusive right of the Board of Education:
- a. To determine the curriculum and programs of the School District;
  - b. To determine student promotional standards;
  - c. To hire, finalize transfer, suspend, assign, retain, and terminate employees in accordance with the law and the policies of the School District;
  - d. To determine and implement the methods, facilities, and other means and personnel by which School District operations and programs are to be conducted, and to take steps it deems necessary to maintain the efficiency of said operations and of the personnel engaged therein;
  - e. To determine its budget, organization, and the merits, necessity, and level of any activity or programs conducted by the District;
  - f. To contract or subcontract work where it deems it to be desirable and in the best interest of the District.
  - g. To establish policies and regulations for the management of all of the operations and activities of the District and all lawful rights and authority of the Board not modified by this agreement are retained by the Board.
- 3-2-3 Recognition of the Denver Federation for Paraprofessionals as the exclusive representative shall be for a period of three (3) years and thereafter is subject to the provisions of Resolution 2056.
- 3-3 As provided in Resolution 2317, said recognition shall continue in effect through July 31, 2021 and for such additional periods of time as its recognition may be extended under procedures approved by the Board. Also includes Campus Security Officers.

- 3-4 All rights and privileges granted to the Federation under the terms and provisions of this Agreement are for the exclusive use of the Federation.
- 3-5 The District shall notify the Federation upon the District's formulation of an intent to, in any manner, transfer, alienate, or subcontract any portion of any department, as it should pertain to the members of the bargaining unit covered by Agreement with the Denver Federation for Paraprofessionals.
- 3-5-1 If the School District determines that it will issue Request for Proposal (RFP) for the subcontracting or transfer of any portion of the operations listed in Article 3-5, it shall immediately notify the Federation. The Federation shall have the opportunity for the input into the preparation of the RFP by the District and a copy of the RFP shall be made available to the Federation.
- 3-5-2 The School District shall provide all necessary information, which may be distributed to any potential subcontractor for the purpose of preparing a bid in response to any such RFP in connection with operations in Article 3-5 in order to allow the Federation to prepare such a bid.
- 3-5-3 In any such RFP, the School District shall notify potential subcontractors of the existence of the collective bargaining agreement and will state that the Federation is the exclusive bargaining unit and shall require that any successful subcontractor shall abide by any and all state or federal laws that apply and make good faith efforts to employ the unit employees currently performing such work for the District who might be displaced from employment with the School District as a result of any such subcontracting.

**3-6 Negotiating Unit-Employees covered by this agreement include:**

<b>7417 - General Assignment I</b>	<b>7339 - Career Education Para</b>	<b>7793 - ECE Inclusive Classroom</b>	<b>8023 - Paraprofessional, ELA Native Language</b>
<b>7409 - Kindergarten</b>	<b>7649 - Counseling Assistant II</b>	<b>7915 - ECE inclusive Classroom 180</b>	<b>7537 - Secondary Spec Ed Para</b>
<b>7489 - Passroom</b>	<b>7401 - ELA Translator/Interpreter</b>	<b>7399 - ELA General Assignment</b>	<b>7903 - - Secondary Spec Ed Para 180</b>
<b>7591 - Student Monitor</b>	<b>7584 - General Assignment II</b>	<b>7403 - Elementary Spec Ed Para</b>	<b>7572 - Spec Ed Assistant, Braille Interpreter</b>
<b>7657 - Tutor Paraprofessional</b>	<b>7424 - Health Technician</b>	<b>7902 - Elementary Spec Ed Para 180</b>	<b>7574 - Spec Ed Sub Para/Severe-Profound</b>
<b>7348 - Child Care Group Leader, Senior</b>	<b>7300 - Library Para</b>	<b>7422 - Health Occupations Para</b>	<b>7338 - Campus Safety Officer</b>
<b>7372 - Counseling</b>	<b>7484 - Library Para 190</b>	<b>7443 - Itinerant Special</b>	<b>7904 - Campus Safety</b>

<b>Assistant I</b>		<b>Ed Para</b>	<b>Officer 180</b>
<b>7389 - Early Childhood Education</b>	<b>7576 - Special Needs, Bus Assistant</b>	<b>7914 - Itinerant Special Ed Para 180</b>	<b>7904 - Lead, Campus Safety Officer 180</b>
<b>7901 - Early Childhood Education 180</b>	<b>7940 - Special Needs, Bus Assistant 180</b>	<b>7476 - OCC/Physical Therapist Tech</b>	<b>7020 - Instructional Para</b>
<b>7388 - Early Childhood Sub Para</b>	<b>7593 - Student, Family, Community Liaison</b>	<b>7975 - OCC/Physical Therapist Tech 180</b>	

## **ARTICLE 4 - Effective Dates**

- 4-1 The effective dates of this Agreement shall be from August 1, 2021 to July 31, 2024, except that this Agreement shall terminate, unless the Federation shall continue as the sole negotiating representative of the paraprofessional employees of the District under procedures approved by the Board.
- 4-2 The Board and the Federation shall mutually publish this Agreement and shall share equally all costs of design, layout, editing, printing, binding, and distribution.
- 4-3 After approval and execution of this Agreement and upon request by the Federation to the Board or by the Board to the Federation, after March 1 of each year during the term of this Agreement, the Federation and the Board will negotiate as provided in Article 5, provided, however, that such negotiations shall terminate not later than June 15<sup>th</sup> of each year unless extended by mutual consent, and provided further that there shall be no annual negotiations under the terms of this Agreement during 2022 and 2023 unless mutually agreed upon between the parties, except for the negotiations on salary for September 2022 and September 2023. The June 15 deadline does not include mediation.

## **ARTICLE 5 - Negotiations**

- 5-1 Negotiations for Successor Agreements. Either the Federation or the Board may request negotiation of a successor agreement by submitting a written request to negotiate between March 1 and March 31 of the year in which the Agreement is scheduled to expire. The written request shall specify the subject matter to be considered in negotiations. Should neither party request to negotiate a successor agreement, this Agreement shall expire on the date on which the Agreement is scheduled to expire.
  - 5-1-1 Negotiations for a successor agreement will be held on mutually-acceptable topics and shall be finalized by May 1 of the year in which the Agreement is scheduled to expire, including mediation if necessary, unless the Federation and the Board agree in writing to extend this deadline. In any event, negotiations must be finalized by June 15 of the year in which the Agreement is scheduled to expire.



5-1-2 Each successor agreement shall have a three (3) year duration beginning on August 1 and terminating on July 31. The period of the Agreement shall be August 1, 2021 through July 31, 2024.

5-2 Other Negotiations. At times other than those prescribed for the negotiation of successor agreements, either the Board or the Federation may submit a written request to negotiate subjects concerning Employees' salaries, wages, hours, and conditions of employment. Such requests shall specify the subject matter to be considered.

5-2-1 This provision is not intended to allow for changing the language or the intent of the existing Agreement outside of the normal bargaining cycle. From time to time, however, waiting until the next negotiations period to address matters that arise may be impractical. Therefore, during the term of this Agreement and between regularly scheduled bargaining sessions, the parties may choose to engage in interim negotiations.

5-2-2 Upon a request for interim negotiations in accordance with Article 5-2, the Federation or the District will submit a written response in accordance with Article 5-3. If the parties agree to interim negotiations, the parties shall jointly assign the matter to a group of individuals. If matters are related to the interpretation of the Agreement or matters on which the Agreement is silent, any agreements related to such matters will become a Memorandum of Understanding subject to the approval of the Federation and the Superintendent. If approved, the Memorandum of Understanding will be binding on both parties but shall be reviewed at the next formal bargaining session. If the Memorandum of Understanding is not incorporated into the Agreement at the next formal bargaining session, the Memorandum of Understanding shall expire.

5-2-3 Matters that change existing provisions of the Agreement will be referred to the membership of the Federation and the Board for ratification.

5-2-4 Salary and group insurance provisions are subject to annual negotiations unless the Federation and the Board agree in writing to forgo negotiations concerning salary and flex benefit provisions at least ten (10) calendar days before such negotiations are scheduled to begin. Negotiations concerning salary and flex benefit provisions must be finalized by May 1 of each year. This deadline can be extended by written agreement of the Federation and the Board, but, in any event, negotiations regarding salary and group insurance provisions must be finalized by June 15 of each year.

5-3 Conducting Negotiations. Upon receipt of a written request to negotiate, the Federation or the Board shall submit a written response to the other party within ten (10) Business Days. The response shall indicate whether the party in receipt of the request to negotiate consents to negotiate, and, if so, what subject(s) that party agrees to

negotiate.

- 5-4 Negotiations on agreed-upon subjects will be conducted at times and places mutually agreeable to the negotiators named by each party, provided, however, that the first meeting shall be held within ten (10) Business Days of a party's receipt of the response provided pursuant to Article 5-3.
- 5-5 During negotiations, the Board and the Federation will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
- 5-6 If negotiations are scheduled during a negotiator's Workday, the negotiator shall be released from his or her regular duties.
  - 5-6-1 If negotiations occur on a negotiator's Workday, then the negotiator will be compensated for a maximum of eight (8) hours at straight time for the time spent in negotiations. If negotiations occur on a day on which a negotiator is not scheduled to work, the negotiator's supervisor shall amend the negotiator's work schedule to allow the negotiator to participate in negotiations without increasing the negotiator's weekly work hours.
- 5-7 Either party may use the services of outside consultants and may call upon professionals and lay representatives to assist in the negotiations. Costs incurred shall be borne by the party requesting such service(s).
- 5-8 Tentative agreements reached as a result of such negotiations will be reduced to writing and will have conditional written approval of both parties pending final adoption and approval by the Board and the Federation. After such adoption and approval, the final Agreement will be signed by the Board and the Federation and will become an addendum to this Agreement.
- 5-9 Impasse Resolution/Mediation
  - 5-9-1 Either party may declare an impasse. If impasse is reached and the Federation and the Board agree, the parties shall select a mediator with the assistance of the Federal Mediation and Conciliation Services (FMCS) according to the procedures of Article 6-4-3-1.
  - 5-9-2 Any mediation efforts must be concluded by June 1 and will be conducted under rules determined by the mediator.
  - 5-9-3 If mediation is unsuccessful and if both parties agree, the mediator may issue a written report to the parties explaining the matters still at issue.
  - 5-9-4 The parties agree to share the cost of mediation equally.

5-10 This agreement may be re-opened by mutual consent at any time.

## **ARTICLE 6 - Grievances**

### **6-1 Definitions**

6-1-1 A "Grievance" shall mean a written complaint by an Employee or Employees in the Bargaining Unit that there has been a violation, misinterpretation, or inequitable application of an administrative procedure, practice, or personnel policy that affects Employees; or a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement.

6-1-1-1 Unless provided otherwise in the Agreement, an Employee may grieve an alleged violation, misinterpretation, or inequitable application of an administrative procedure, practice, or personnel policy that affects Employees, but only cognizable violations, misinterpretations, or inequitable applications of the Agreement may go to Level III upon the request of the Federation.

6-1-1-2 The term "Grievance" shall not apply if: (1) the method of review of a matter is prescribed by law, (2) the Board is without authority to act on a matter, or (3) a Grievance is specifically prohibited or limited by the terms of this Agreement.

6-1-1-3 A grievance does not include a complaint of discrimination covered by this agreement and/or Board Policy AC. An employee who believes that they have been a victim or witness to discrimination or harrasment may make a complaint by following the Discrimination Prevention and Response (DPR) process that is fully outlined in Superintendent Regularation AC-R1 or any other applicable regulation.

6-1-2 "Party of Interest" shall mean any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6-1-3 "Grievant" shall mean an Employee or group of Employees asserting a Grievance.

### **6-2 Purpose**

The purpose of this procedure is to secure equitable solutions at the lowest possible administrative level to problems that may arise. To the extent permitted by law and District policy, the Board and the Federation shall keep grievance proceedings informal and writings and resolutions confidential.

### 6-3 Procedure

Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. Specified time limits will be strictly enforced, and a Grievance not timely presented will be considered waived. The time limits specified may, however, be extended by mutual written agreement.

6-3-1 The Board agrees to make available to the Grievant and the Grievant's Federation representative all information in its possession or control not privileged under law that is relevant to the issues raised by the Grievant. The Federation agrees to make available to the Board and its representatives all information in its possession or control not privileged under law that is relevant to the issue raised by the Grievant.

6-3-2 If the Federation identifies an Employee as a witness whose testimony will be required at a meeting or hearing pursuant to this Article 5 during the Employee's Workday, the Federation shall notify the Employee's supervisor and Director, Labor and Employee Relations at least five (5) Business Days prior to the date of the meeting or hearing absent extenuating circumstances. As long as the Federation provides the requisite notice, the Employee will be released without loss of pay for such time as his or her attendance is required at such a meeting or hearing.

6-4 Timing. No Grievance shall be recognized by the District or the Federation unless it is presented at Level I within fifteen (15) Business Days after the Grievant knew or should have known of the circumstances upon which the Grievance is based. However, if the Federation determines that a Grievance affects a group of Employees, the Federation may submit the Grievance in writing at Level II. No Grievance shall be recognized at Level II unless the Federation files the Grievance with the Department of Human Resources within twenty (20) Business Days after the Grievant knew or should have known of the circumstances upon which the Grievance is based.

#### 6-4-1 Level I

A Grievant shall first present a Grievance to his/her immediate supervisor to attempt to resolve the matter informally. Grievances not timely presented shall not be considered. The Grievant may be accompanied by a Federation representative during the Level I meeting, and the Principal, Executive Director or designee may attend the Level I meeting in an effort to resolve the Grievance at the lowest possible administrative level. The parties will document the time and date of the informal meeting.

#### 6-4-2 Level II

If the Grievant is not satisfied with the disposition of the Grievance after the informal Level I meeting, the Grievant may file a Grievance in writing on a Grievance Disposition Form with the Department of Human Resources within seven (7) Business Days of the Level I meeting.

The Grievance must refer specifically to the articles of the Agreement and/or Board policy, procedures, or practices that the Grievant alleges were violated, misinterpreted, or inequitably applied; explain how they were violated, misinterpreted, or inequitably applied; and indicate the reason why the Level I decision is unsatisfactory. Both the Grievant and his or her immediate supervisor shall sign the Grievance Disposition Form. The Grievant's immediate supervisor shall also have the opportunity to provide comments related to the Level I process on the Grievance Disposition Form. No additions to the Grievance Disposition form may be made after it has been signed by the Grievant and his or her immediate supervisor.

Upon receipt of a Grievance, the Department of Human Resources shall schedule a Level II grievance meeting. The Level II grievance meeting shall take place within fifteen (15) business days of the Department of Human Resources' receipt of the Grievance.

During the Level II grievance meeting, the Superintendent or designee shall meet with the Grievant, the Federation representative, and any Parties of Interest to attempt to facilitate a resolution. If, at the Level II meeting, there is an agreed-upon resolution to the Grievance, the resolution will be documented in writing and signed by the Grievant and the Superintendent or designee. Any resolution reached at the Level II meeting shall be final, and no continuation of the Grievance will be permitted.

If no resolution is reached during the Level II meeting, the Superintendent or designee shall issue a written response to the Grievant on the merits of the Grievance.

#### 6-4-3 Level III

If the Grievant is not satisfied with the disposition of the Grievance at Level II, or if no decision has been rendered within ten (10) Business Days after the Superintendent or designee has conducted the Level II meeting, the Grievant may request that the Federation submit the Grievance to arbitration or mediation. This request must be made within seven (7) Business Days of the Grievant's receipt of the Level II decision.

If the Federation agrees to submit the Grievance to arbitration, the Federation shall submit a written demand for arbitration to the Superintendent or designee within twenty-five (25) Business Days of the Federation's receipt of the Grievant's request for arbitration. The demand for arbitration must refer specifically to the articles of the Agreement that the Grievant alleges were violated, misinterpreted, or inequitably applied; explain how they were violated, misinterpreted, or inequitably applied; and indicate the reason why the Level II decision is unsatisfactory.

6-4-3-1 Mediation. Upon mutual agreement of the Federation and the Superintendent or designee, the parties may submit the Grievance to mediation before scheduling arbitration. If dissatisfied with the mediation process the Federation may elect to proceed with the arbitration process.

If the parties agree to mediation, the parties shall jointly select a mediator from a list provided by the American Arbitration Association. Alternatively, by mutual consent, the parties may utilize the Federal Mediation and Conciliation Service (FMCS). If the parties cannot agree on a mediator, the Grievance shall be submitted to arbitration.

At the conclusion of the mediation process, the parties will implement any action agreed to through the mediation process. If the mediation process is unsuccessful, the Federation may demand arbitration within seven (7) Business Days of the conclusion of mediation.

6-4-3-2 Arbitration. If the Federation elects arbitration, the Superintendent or designee shall determine whether the Grievance is arbitrable. If the Grievance does not allege a cognizable violation, misinterpretation, or inequitable application of a provision of the Agreement, the Superintendent or designee shall inform the Federation in writing that the Grievance is not arbitrable. No Arbitrator shall have jurisdiction over a Grievance that the District has determined is not arbitrable.

If the Grievance is arbitrable, the Superintendent or designee and the President of the Federation shall meet to discuss selection of an Arbitrator. If the Superintendent or designee and the President of the Federation agree on an Arbitrator, the Superintendent or designee shall submit a request for the agreed-upon Arbitrator to preside over the Grievance.

In the event that the parties cannot agree on the choice of an Arbitrator, they shall submit a joint request to the American Arbitration Association for a list of seven (7) Arbitrators skilled in arbitration of educational and transportation issues. Within ten (10) Business Days of the receipt of the list, representatives of the Federation and the District shall meet and alternately strike a name on the list. The last name remaining shall be the appointed Arbitrator.

- 6-4-3-2-1 The Arbitrator will have authority to hold hearings and make procedural rules.
- 6-4-3-2-2 All hearings held by the Arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- 6-4-3-2-3 The Board will present all relevant material so that the Arbitrator will have complete information upon which to base a decision. A copy of any information presented to the Arbitrator will be provided to the Grievant.
- 6-4-3-2-4 The Arbitrator will issue a report within thirty (30) Business Days after the close of the hearings and submission of any post hearing briefs. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- 6-4-3-2-5 The Arbitrator's report shall be submitted in writing to the Board and the Federation only, and shall set forth the Arbitrator's finding of fact, reasoning, conclusions, and recommendations on the issues submitted. The Arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. The Arbitrator's report shall be advisory only, and not binding on the Board or the Federation.
- 6-4-3-2-6 Within seven (7) Business Days after receiving the report of the Arbitrator, the Board's designee and the Federation's designee will meet to discuss the report. If the Federation wishes to respond to the Arbitrator's recommendation, the Federation may submit a written response to the Board's designee within fourteen (14) Business Days following the Federation's receipt of

the report of the Arbitrator. The Board will review and consider any response by the Federation and shall accept or reject the report of the Arbitrator not later than thirty (30) Business Days after receipt of the Arbitrator's report unless the Federation and the Board agree in writing to extend this deadline. No public release may be made until after the next legislative meeting of the Board of Education.

6-4-3-2-7 The costs for the services of the Arbitrator or mediator including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Federation.

6-4-3-2-8 Upon mutual written consent of the Federation and the Board, the parties may make a recording of the arbitration proceedings. Any party may request an official stenographic record of the testimony of the hearings. The party requesting shall pay the costs. If the other party requests a copy of the record, both parties shall split the cost of making the stenographic record.

6-4-3-2-9 In appropriate cases, both parties may agree to follow the expedited rules and procedures of the American Arbitration Association or the Federal Mediation and Conciliation Services FMCS in processing any Grievance at Level III, except that the Arbitrator shall always be chosen pursuant to Article 6-4-3-2.

## 6-5 Rights of Employees to Representation

6-5-1 Neither the Board nor any member of the Federation shall take reprisals affecting the employment status of any person, any Party of Interest, any Grievant, any Federation representative, or any other participant in the grievance procedure by reason of such participation.

6-5-2 All Employees who file a Grievance shall be represented solely by the Federation and/or the Federation's designee(s) at all levels of the grievance procedure, except that the Grievant may decline representation at Level I. A Grievance may not proceed from Level I to Level II or from Level II to Level III without the consent of the Federation and without the Federation's representation of the Grievant.



6-5-3 Before taking corrective action which shall be defined as letters of warning, letters of reprimand, and a suspension without pay of an employee, the supervisor shall investigate the matter of concern and meet with the employee to hear the employee's response regarding the situation. The supervisor shall follow the procedures and protocol pursuant to the Basic Fairness document developed after consultation with the bargaining unit.

## **ARTICLE 7 –Working Conditions**

- 7-1 The length and structure of each paraprofessional's regular workday is determined by the paraprofessional's current assignment as approved by the appropriate supervisor.
- 7-1-1 Paraprofessionals who work four (4) or more hours shall be given a paid 15-minute break. Paraprofessionals who work eight (8) hours shall be given two paid 15-minute breaks. A lunch area will be designated by each school/department.
- 7-1-2 Paraprofessionals scheduled to work four (4) or more consecutive hours in a day may request and receive an unpaid 30-minute lunch break. The lunch break will, to the extent possible, be duty free. If the lunch break is not duty free, the time must be paid.
- 7-2 The total number of regularly assigned hours shall not exceed 40 hours per week.
- 7-3 Paraprofessionals required to work more than 40 hours in a week will be paid time and one-half for hours beyond 40. Such additional hours must have prior approval of the supervisor.
- 7-4 Paraprofessionals who are scheduled to work additional days such as parent conference days shall be compensated at their regular rate of pay.
- 7-5 A paraprofessional may substitute for a teacher only if the paraprofessional has been approved for hire as a substitute teacher through the Human Resources Department. Any paraprofessional who agrees to cover a class as a substitute teacher will be eligible to receive their regular pay or the established substitute teacher pay, whichever is higher. The length of time a paraprofessional may substitute for a teacher shall not exceed three (3) consecutive school days. Extending the assignment beyond three (3) consecutive school days must be agreed to in writing by the building administrator and the paraprofessional.
- 7-6 A paraprofessional required to participate in a field trip as a part of his/her regularly scheduled duties shall not be required to pay an admission or transportation fee.
- 7-7 When a paraprofessional is required by the supervisor to perform duties outside of the regular area of assignment (such as IEP conferences, testing, fieldtrips, etc), the time away from the regular assignment shall not be considered an absence or construed negatively against any employee.

## 7-8 District and School Closures

7-8-1 The superintendent or designee will determine if the District will be closed due to emergency situations such as snowstorms, tornados, floods or other reasons. Employees are responsible for being informed of District closures. The central district phone center message will be updated by 5:00 AM to reflect District closure information. The District website will also be updated by 5:00 AM and can be accessed at [www.dpsk12.org](http://www.dpsk12.org).

7-8-2 If schools are dismissed before regular dismissal times, paraprofessionals will be paid for hours worked.

## 7-9 Transportation Bus Assistants (Paraprofessionals)

7-9-1 Routes designated for bus assistants shall be posted and bid prior to each semester. Routes shall be posted 48 hours prior to bid date. The determination of the route assignment shall be based on the qualification of the bus assistant, the physical ability to perform the duties involved in the specific bid position, and seniority. All bus assistants must be available to work all assigned routes. Management reserves the right to temporarily reassign bus assistants and, where mission dictates, reassign the bus assistant to a different route between bids as long as the original bid hours are not reduced. Floater routes shall be paid a monthly stipend of \$15.00.

7-9-2 Excluding the new school year bid, no paraprofessional who has successfully bid on a job shall bid more than once every 90 working days.

7-9-3 Management will not assign midday work to a paraprofessional if the resulting time will exceed eight hours a day or 40 hours a week.

7-9-4 A bus assistant currently assigned to a route will be given the first right to accept or decline when a midday route segment is subsequently added. Bus assistant seniority shall not be used as the primary means of making the work assignment.

7-9-5 When a midday segment is added to an established route after the original bid, and the bus assistant currently assigned to the route declines the new midday work assignment, the new work assignment will be offered to the next available bus assistant based on (1) available usable time and (2) overall seniority at the terminal.

7-9-6 When a new route or vacated route becomes available which is seven (7) hours or more, the work assignment will be posted as soon as practicable for three (3) working days. The most senior Paraprofessional bidding the work regardless of current bus terminal assignment and meeting the stipulation in Article 7-9-2 will be awarded the work. This is applicable to all work after the new school year bid.

7-9-7 Excursions are not routinely assigned to bus assistants. However, when an excursion requiring a bus assistant is identified, the bus assistant assigned to the route will have the right to accept or decline the excursion. If the bus assistant declines the excursion, it will be offered to the most senior bus assistant at the terminal.

7-9-8 All Bus Assistant's routes will include 15 minutes of paid time, for the purposes of cleaning buses, post-tripping equipment and ensuring proper equipment stowage on the school bus each day.

7-9-9 Bus paraprofessionals are required to bid within five (5) minutes (if needed) after it is their turn to bid provided that they are not performing required duties for the District and have not left a bid choice with their Union representative. The five minutes (if needed) allows the Union representative to contact the employee and seek a bid choice if none was left prior to the employee's bid time.

#### 7-10 Paraprofessional Notification of Projected Hours

7-10-1 By the end of the school year, paraprofessionals are to be notified by their supervisor of the number of hours they are projected to work the following school year.

7-10-2 If the work schedule is not available at the end of the school year, the paraprofessional will provide the school/department with contact information. The school/department will notify the paraprofessional of the number of hours he/she is assigned on or before the last day of school. The paraprofessional will notify the school/department of his/her intent to return to the position no later than July 1<sup>st</sup> of each year. Failure to respond by this time will result in termination of the paraprofessional's employment. The position may then be posted by the school/department.

#### 7-11 Campus Safety Officer Special Events

7-11-1 Any special events requested by a school staffed with a Campus Safety Officer, will have the option of requesting their assigned officer, or it will be offered to those officers by the respective sergeant. If the assigned school officers are not able to fill the request, it will be sent out to all Campus Safety Officers under a first to respond gets the event basis. Due to the number of officers available, the sergeants may not have time to call all officers, or to base it on seniority and calling officers until the position is filled.

## **ARTICLE 8 - Uniforms**

8-1 Security personnel required to wear specific clothing items will be furnished such items.

- 8-1-1 Maintenance of required clothing items shall be the responsibility of the paraprofessional employee.
- 8-2 Security personnel other than those assigned to schools shall be furnished required clothing and equipment items.
  - 8-2-1 The District shall maintain such equipment items as necessary.
- 8-3 The Campus Safety Officers, who are required to wear uniforms, shall receive an annual fifty (\$50) allowance at the beginning of each work year.
  - 8-3-1 If the Campus Safety Officer's uniform clothing is rendered unserviceable in the line of duty, the District will provide reimbursement for the clothing up to \$50 per year.

## **ARTICLE 9 - Evaluation**

- 9-1 Evaluation of paraprofessional employees' performance shall be conducted in accordance with acceptable human resources practice. This practice typically includes a mid-year check-in and finalization of the written evaluation prior to the last seven (7) pupil contact days of each work year.
- 9-2 Paraprofessional employees shall have at least one (1) performance evaluation each year.
  - 9-2-1 Finalization of evaluations must be done by a principal, department head or their administrative leadership designee.
  - 9-2-2 Paraprofessionals will be informed of the person or persons who will be involved in the evaluation process.
  - 9-2-3 The procedures and evaluation forms to be utilized for paraprofessional performance evaluation shall be discussed with paraprofessionals prior to initiation of each evaluation period.
    - 9-2-3-1 Paraprofessionals beginning their duties by October 15 shall have their evaluation process discussed not later than November 1.
  - 9-2-4 Paraprofessionals will be given a copy of the evaluation report and will discuss such report with the Principal, Department Head or designee preparing the report. The evaluation shall be signed by the Principal, Department Head or designee who has prepared the evaluation.
  - 9-2-5 After the evaluation is reviewed with the principal or supervisor, the paraprofessional shall sign the evaluation report to indicate that the paraprofessional is aware of the contents of the report. Such signature does not indicate agreement with the content.

- 9-2-6 Paraprofessional employees may reply to their performance evaluation and have such reply attached to the evaluation.
- 9-3 Evaluation of classroom paraprofessionals working under the supervision of classroom teachers is a joint responsibility of the classroom teacher(s) and the principal or designee.
- 9-4 Evaluation of paraprofessionals working in other than classroom assignments shall be done by the appropriate supervisor.
- 9-5 In the event that a teacher/supervisor deems a paraprofessional is not performing adequately, the teacher/supervisor shall first discuss the problem with the paraprofessional.
- 9-6 Any evaluation that is unsatisfactory and/or below average must be explained in writing. A planned program for improvement in unsatisfactory and/or below average areas must accompany an evaluation. The Plan for Improvement shall be a minimum of 30 school days and will be completed prior to the end of the school year.
- 9-7 In the event the paraprofessional does not improve adequately during a reasonable period of time, the matter will be referred to the principal or supervisor for appropriate action.
- 9-8 Teachers/supervisors shall direct the activities of the paraprofessional assigned to the teacher/supervisor.
- 9-9 All paraprofessionals must serve a 75-working day trial period. Until the paraprofessional completes the 75-working day trial period, the employee has no contractual rights under the Agreement.

## **ARTICLE 10 - Paraprofessional Files**

- 10-1 Paraprofessional permanent central office files shall be maintained under the following conditions:
- a. Materials originating within the District and placed in permanent central office files shall, upon request, be available for review by the paraprofessional. The paraprofessional may request and receive copies of such file documents in a manner consistent with District procedures and applicable statutes.
  - b. Materials originating within the District including written warnings and reprimands and which are derogatory to a paraprofessional's conduct, service, character, or personality shall not be placed in a paraprofessional file unless the paraprofessional has had an opportunity to read the material. The paraprofessional shall acknowledge reading such material by signing the actual copy to be filed. Such signature does not indicate agreement with the content of the material. The paraprofessional shall have the right to answer any such material and have the response attached to the file document.

10-2 Upon written request by the employee, the District shall remove from any active employee's personnel file any derogatory materials and/or warnings or reprimands which have been in that active employee's personnel file for three (3) years so long as such material does not relate to the safety, physical, and moral well-being of children. The District shall have the exclusive responsibility to determine if the material will be retained.

## **ARTICLE 11 - Transfer**

- 11-1 Qualified paraprofessionals shall be considered for any increase in work hours at their work site prior to the assignment of new personnel at the work site.
- 11-2 Paraprofessionals transferring to another position must give their supervisor a minimum of two (2) weeks' notice before the transfer is effective. If a paraprofessional is currently on a Performance Improvement Plan, he/she cannot transfer until the Plan for Improvement is satisfactorily completed.
- 11-3 Recruitment of paraprofessionals by the Department of Human Resources shall continue as under present Department procedures except that priority of consideration for assignment to unposted vacancies shall be in this order: voluntary transfer requests, other employment requests.

### **Program Relocation**

If a special education program is relocated from one school to another, the paraprofessional(s) working in the program shall have the opportunity to interview prior to any additional candidates, if they so choose, but are not guaranteed a position at the receiving school. Paraprofessionals not selected will be provided with a minimum of 30-day's notice prior to being reduced.

Paraprofessionals reduced from buildings/departments may apply for positions for which they are qualified. Reduced paraprofessionals shall be considered for reemployment prior to the assignment of new personnel.

## **ARTICLE 12 - Summer School**

- 12-1 Paraprofessionals may apply for summer school positions, when available.
- 12-2 Summer school positions will first be offered to paraprofessionals who are currently employed in good standing by the District, and who apply for such positions.
- 12-3 Known positions for summer school will be posted as soon as possible by the school or department. Positions for school-specific programs may be posted at the school location. District-wide positions will be posted on the District careers site, [careers.dpsk12.org](http://careers.dpsk12.org)

- 12-4 Paraprofessionals selected for summer school positions may use previously accumulated sick leave. Personal leave may not be used during a summer school assignment.

## **ARTICLE 13 - Federation Rights**

- 13-1 The Federation shall have the right to have a representative, or representatives, at each school or work site as provided in the current Federation bylaws. The Federation shall provide a current copy of its bylaws to the Board.
- 13-2 Federation representative(s) shall have the right to schedule meetings before or after school with advance arrangements approved by the school principal or work site supervisor and the Department of Facility Management. Arrangements for and conduct of such meetings or any other Federation business shall not interfere with normal work duties of paraprofessionals or other school business and activities.
- 13-2-1 The President or designee of the Federation may request up to twenty-five (25) days per fiscal year for Federation business without loss of pay. No individual may use more than two (2) days per fiscal year.
- 13-2-2 The Federation shall reimburse the District for the salary and benefit costs of any employee released from his/her work assignment to conduct business on behalf of the Federation, excluding business conducted on behalf of the District or as otherwise prescribed in the Agreement.
- 13-2-3 On the first day of the work year calendar, the District shall provide to the Federation a list of all new hires, including the name, current address, District e-mail address, and phone number.
- 13-3 Federation representatives and members shall not conduct Federation business during their work time or the work time of another employee with whom they are dealing.
- 13-4 Insofar as financially practicable, the Federation shall have the following:
- a. Bulletin board space at each school or work site.
  - b. The use of meeting rooms in schools or other work sites subject to advance arrangement through the Community Use of Facilities office. Such use shall be without any rental charge except when such use requires additional District expenditures.
  - c. Use of school mail subject to applicable district regulations.
  - d. Use of mailboxes for paraprofessionals at each school or work site, as available.
- 13-5 The Federation shall be provided, upon written request, a list of paraprofessional employees. Said list will be provided twice annually. The list will include the name and location of employees.

## **ARTICLE 14 - Worker's Compensation**

- 14-1 All employees of Denver Public Schools are covered by workers' compensation as required by law. Employees must report any injury to their supervisor, according to school/department procedures, and to the district as per the instructions available on the Risk Management website: [http://riskmanagement.dpsk12.org/workers\\_comp](http://riskmanagement.dpsk12.org/workers_comp). See employment handbook for District's wage continuation policy.

## **ARTICLE 15 - Sick Leave**

- 15-1 Sick leave is provided to give a reasonable amount of protection for employees and the District so that employees will not feel compelled to attend their duties when it is unwise for them to do so. Sick leave days may be used for personal illness, illness of an immediate family member, or for the death of family members or friends.
- 15-2 Paraprofessionals shall earn sick leave hours each payroll period, provided they are regularly assigned to 20 or more hours per week in a continuing assignment. Sick leave hours will be based on the number of hours regularly scheduled to work in a day. To receive sick leave, a paraprofessional must receive pay for hours worked during a payroll period.
- 15-3 Sick leave may not be earned during summer school assignments, but paraprofessionals may use previously accumulated sick leave.
- 15-4 Unused sick leave shall be accumulated from year to year. An employee reappointed within three (3) years after resignation is given the benefit of any sick leave, which remained to the employee's credit at the time of resignation.

The Sick Leave Bank will be continued under guidelines and procedures developed and administered by the District and approved by the Federation. Paraprofessionals working seven (7) or more standard hours per week may choose to enroll in the Bank during benefits open enrollment of any year. During the month of November, one (1) day will be taken from the available sick leave of the participating paraprofessional and contributed to the Bank. Information on the sick leave bank can be found at: [thecommons.dpsk12.org](http://thecommons.dpsk12.org)

## **ARTICLE 16 - Leave of Absence**

### **Short-Term Leaves of Absence**

- 16-1 Personal Leave (Code 3150)



Paraprofessionals shall have two days of personal leave per school year provided they are regularly assigned to 30 or more hours per week in a continuing assignment. Personal leave may be used in increments of one-half (1/2) day.

#### 16-1-1 Personal Leave Restrictions

Leave may be granted for personal reasons not limited to family or business transactions, graduation of a family member, religious holiday, legal transactions, parent-teacher conferences, or an unforeseen emergency.

Leave will not be granted during the first 15 pupil contact days and the last ten (10) pupil contact days of the school year, except for urgent, documented reasons. Personal Leave may not be used during a summer school assignment.

Requests for leave purposes other than sick leave shall be submitted in writing to the supervisor at least five (5) working days in advance, except in case of emergency. No reason is required when requesting Personal Leave.

Unused Personal Leave will be converted to sick leave on a yearly basis. The conversion rate is the number of hours per day the paraprofessional is working at the time of the conversion.

Approved personal leave is not counted against attendance for appraisal and attendance policies.

#### 16-2 Negotiated Leave (Code 3200)

Paraprofessionals shall have two days of negotiated leave per school year provided they are regularly assigned to 20 or more hours per week in a continuing assignment. Negotiated leave may be used in increments of one-half (1/2) day.

##### 16-2-1 Negotiated Leave restrictions

It is legitimate to limit the use of days before or after holidays unless the supervisor determines it will not interfere with the educational program.

Leave will not be granted during the first 15 pupil contact days and the last ten (10) pupil contact days of the school year, except for urgent, documented reasons.

Requests for leave purposes other than sick leave shall be submitted in writing to the supervisor at least five (5) working days in advance, except in case of emergency.

Unused Negotiated Leave (Code 3200) will be converted to sick leave on a yearly basis. The conversion rate is the number of hours per day the paraprofessional is working at the time of the conversion.

Approved negotiated leave is not counted against attendance for appraisal and attendance policies.

### 16-3 Use of Personal and Negotiated Leave over Holidays and School Breaks

Employees may request to use their personal and / or negotiated leave days in accordance with Articles 16-1-1 and 16-2-1, to maintain their pay during weeks, which include holidays or other non-duty days when the employee is not scheduled for duty. Approval will be at the discretion of the administrator / manager and will be determined based on the needs of the school / department.

### 16-4 Extended Leaves of Absence

#### 16-4-1 Medical Leaves of Absence

Certain paraprofessionals are eligible for benefits under the Family and Medical Leave Act (FMLA). An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid sick, personal, negotiated and vacation leave (in that order) prior to being eligible for unpaid leave. Paid leave runs concurrently with and does not extend the duration of the leave.

The District shall at the time of approving the employee's request for such leave, provide written notice specifying which portion of such leave will be designated as FMLA leave. Other provisions of FMLA and District policy may apply to the FMLA portion of the leave.

16-4-2 Paraprofessionals working four hours or more may be eligible for an unpaid extended leave of absence. Paraprofessionals must use all accumulated paid leave (personal and negotiated) for non-health related leaves and all accumulated leave (personal, negotiated, and sick leave) for health related purposes. Use of sick leave does not extend the length of leave. The employee should provide as much notice as possible regarding the need for leave. If granted, unless otherwise required by law (e.g. FMLA), the principal, manager or designee will determine if the position at the worksite will be held for the duration of the leave. Several factors will be considered for making this determination including but not limited to: Availability and requirement of replacement/substitute paraprofessionals, duration of the leave, needs of the educational program, etc. If the position is not held at the worksite, the paraprofessional is able to apply for open positions but is not guaranteed employment. In the event of a Reduction in Force (RIF) the paraprofessional on

leave and whose position was held at the worksite, shall be subject to the reduction guidelines.

#### 16-4-3 Maternity, Paternity, and Adoption Leave

Paraprofessionals employed four hours or more may be granted maternity, paternity and/or adoption leave for up to one (1) year, without pay or increment, when requested in writing. A request for maternity, paternity or adoption leave must be presented to the District at least thirty (30) days prior to the date on which the requested leave will commence. Exceptions will be made in the event of unforeseen medical complications.

If granted, unless otherwise required by law (e.g. FMLA), the principal, manager or designee will determine if the position at the worksite will be held for the duration of the leave. Several factors will be considered for making this determination including but not limited to: Availability and requirement of replacement/substitute paraprofessionals, duration of the leave, needs of the educational program, etc. If the position is not held at the worksite, the paraprofessional is able to apply for open positions but is not guaranteed employment.

#### 16-4-4 Extended Personal Illness Leave and Coverage by Short and Long-Term Disability Insurance.

- a. Short-term disability insurance is available to certain members of Colorado PERA. Certain rules & restrictions apply. See [www.copera.org](http://www.copera.org) for more information.
- b. Long-Term Disability is available through Denver Public Schools to paraprofessional working seven (7) hours or more.
  - i. Eligibility waiting period: Full time employees are eligible for this benefit upon completion of three months of continuous service. Additionally, you must be off work due to disability for 3 months before payments begin (if approved). See [thecommons.dpsk12.org](http://thecommons.dpsk12.org) to review the Long term disability insurance handbook.
  - ii. Employees approved for short or long-term disability insurance will need to do so concurrently with FMLA and/or an extended personal illness leave as described in item 16-4 above.

#### 16-5 Other Leaves of Absence

##### 16-5-1 Military Leave

Leave for military personnel will be handled in accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). As a matter of course the following will apply to all employees utilizing leave under USERRA:

- a. Employees who are inducted into the U.S. Armed Forces or who are reserve members of the U.S. Armed Forces or state militia groups will be granted leaves of absence for military service, training or other obligations in compliance with state and federal laws.
- b. These employees may use accrued vacation, personal and negotiated leave but are not required to do so.
- c. At the conclusion of the leave, employees generally have the right to return to the same position held prior to the leave or to positions with equivalent seniority, pay and benefits.
- d. Employees are requested to notify their supervisors as soon as they are aware of the military obligation. Generally, an employee retains a USERRA right to re-employment as long as the individual's cumulative length of military service does not exceed five years.
- e. Questions regarding military leave policy, applicable state and federal laws and continuation of benefits should contact Human Resources. Additional information can also be found at:  
<http://www.dol.gov/elaws/vets/userra/mainmenu.asp>

#### 16-5-2 Legal Proceedings / Jury Duty Leave

Paraprofessionals shall be granted paid leave for the time necessary to make required appearances in legal proceedings connected with the paraprofessional's District employment or required jury duty service. The paraprofessional shall be required to furnish a subpoena or summons to verify the need for the paraprofessional's absence. Any jury fees received during the regular workday must be turned in to the Disbursing Office.

#### 16-5-3 Educational Leave

Paraprofessionals may request permission to attend educational meetings without pay for a maximum of two (2) days annually. Such leave is at the discretion of the work site administrator after consultation with the paraprofessional's supervisor(s).

#### 16-5-4 Federation Leave

The Board shall grant leave without pay to the president of the Federation during the term of office. Upon return to the District, the Federation President shall be placed in an open position at the classification level of attainment prior to taking leave plus step increases that otherwise would have been obtained.

## Additional Extended Leave Conditions

The following conditions shall apply to all extended leaves of absence:

- a. All requests for extended leaves of absence will be applied for and granted in writing through the Department of Human Resources.
- b. In the event of a Reduction in Force (RIF) the paraprofessional on leave and whose position was held at the worksite, shall be subject to the reduction guidelines.
- c. Paraprofessionals shall continue to accrue seniority in the District while on approved extended leave.
- d. Except to the extent required pursuant to the Family and Medical Leave Act (FMLA), employee benefits will not be provided to a paraprofessional while on an unpaid extended leave of absence.

## **ARTICLE 17 - Professional Conduct**

- 17-1 Paraprofessionals are required to comply with rules, regulations, policies, procedures, and directions adopted by the Board or its representatives and any lawful direction by a District manager or supervisor.
- 17-2 Paraprofessionals are expected to use appropriate channels of communication for comments, suggestions, grievances and other professional matters. Such channels include normal administrative channels, the grievance procedure, paraprofessional organization representatives, and negotiations.
- 17-3 Paraprofessionals, administrators and supervisors recognize the importance of treating each other with professionalism, dignity and respect and any lawful direction by a District manager or supervisor. Issues related to a paraprofessional's employment and/or discipline shall be discussed privately with the paraprofessional.
- 17-4 Paraprofessionals shall, upon request, be permitted to have a school or work site representative of the Federation present when disciplinary action is to be taken. The Federation will receive twenty-four (24) hours' notice when requested to be present at disciplinary action meetings.
- 17-5 Nothing in this Article shall limit the Board's right to take appropriate legal action.
- 17-6 Campus Safety Officers are required to comply with the [Campus Safety Standards of Service and Expectations](http://thecommons.dpsk12.org/Page/1174) (<http://thecommons.dpsk12.org/Page/1174>).

## **ARTICLE 18 - Dues Deduction**

- 18-1 The Board agrees, upon written employee authorization, to deduct from the pay of such employee membership dues owed the Federation, AFT Colorado (American Federation of Teachers for Colorado), and its affiliate organizations and forward the same to the Treasurer of the Federation.
- 18-2 Employee authorization for dues deduction shall be signed and dated on a District approved Denver Federation for Paraprofessionals Salary Deduction Authorization form.
- 18-2-1 Such dues deduction authorization shall continue from year to year unless the employee wishes to discontinue such authorization.
- 18-2-2 Said notice to discontinue membership must be made between September 1st and September 7th of each year. Said notice must be completed at the Federation office on a District approved Revocation of Dues Deduction Form. The Federation shall deliver said notice to the District by October 9 of each year.
- 18-3 The Federation shall notify the Board by October 1 of each year if there is a change in the dues rate.
- 18-4 A service charge of ten cents (\$.10) per month shall be retained by School District No. 1 from each employee member's check to help defray costs of making such deductions.

## **ARTICLE 19 – Compensation**

- 19-1 Negotiations on salary will be held annually.
- 19-2 Paraprofessionals may obtain information about their hourly rate(s) of pay by October 31st of every year by accessing SEA Employee Self-Service.
- 19-3 The District shall provide a service recognition payment of \$200.00 to all paraprofessionals with twenty (20) years of service by December 1 of each calendar year. The payment will be paid with the January payroll. A paraprofessional must have worked in the December pay period to receive this payment.
- 19-4 Compensation for unused sick leave

The District and DFP agree to establish compensation for unused sick leave for paraprofessionals who voluntarily leave the district.

19-4-1 Eligibility and requirements for unused sick leave payouts will be as follows:

- 19-4-1-1 Employee must meet the retirement eligibility guidelines under PERA.

- 19-4-1-2 At the time of separation from the district, the employee must indicate in writing to the Department of Human Resources, it is their intent to receive compensation for unused sick leave. Employees have thirty (30) days from their last day worked to provide notification.
- 19-4-1-3 A maximum payment of \$2,000 will be made for eligible employees.
- 19-4-1-4 The formula used for calculating the sick leave payout will be hourly rate of pay multiplied by number of sick leave hours at the time of separation.

## **ARTICLE 20 - Educational Trust Fund**

20-1 The Board of Education agrees to place \$300,000 in an Educational Trust Fund for the period of this Agreement.

20-1-1 Interest earned from the Trust Fund and \$5,000 contributed by the District annually will be used to pay tuition costs and related expenses for selected Denver Public School paraprofessionals enrolled in college education classes leading to certification as a teacher.

20-1-2 If the \$5,000 contributed annually by the district is not distributed from the Educational Trust Fund, the parties agree to meet and discuss reallocating the undistributed amount of the \$5,000.

20-2 A joint committee composed of three (3) paraprofessionals appointed by the Federation and three (3) administrators shall define a set of criteria to be used to identify individuals who will be recommended to receive monies from the trust fund. Using these criteria the Federation will recommend paraprofessionals who may receive monies from the Trust Fund.

20-2-1 All recommendations of the Federation are subject to approval by the superintendent or designee.

### [Paraprofessional Educational Trust Fund Tuition Assistance Program](https://hr.dpsk12.org/wp-content/uploads/sites/37/Paraprofessional-Educational-Trust-Fund-Tuition-Assistance-Program.pdf)

<https://hr.dpsk12.org/wp-content/uploads/sites/37/Paraprofessional-Educational-Trust-Fund-Tuition-Assistance-Program.pdf>

### [Paraprofessional Educational Trust–Tuition Assistance Application–8-2014](https://hr.dpsk12.org/wp-content/uploads/sites/37/Paraprofessional-Educational-Trust-Tuition-Assistance-Application-8-2014.pdf)

<https://hr.dpsk12.org/wp-content/uploads/sites/37/Paraprofessional-Educational-Trust-Tuition-Assistance-Application-8-2014.pdf>

## **ARTICLE 21 - In-Service Training**

- 21-1 If there is District required in-service training prior to assignment to specific jobs, paraprofessionals will be compensated for such in-service training at the current minimum wage.
- 21-2 If there is additional District required in-service training after assignment to a specific job, such in-service will be compensated at the paraprofessional's current hourly rate of pay.
- 21-3 Participation in all other in-service training programs shall be voluntary and without remuneration.

## **ARTICLE 22 - Staff Reduction**

- 22-1 If the Board anticipates a reduction in staff, the District will notify the Federation of such proposed reduction and the reason(s) therefore, and the Federation will be given 30 calendar days to have an opportunity for review, consultation and recommendation before any such reduction is finalized.

22-1-1 Normal attrition shall precede any reduction in force.

- 22-2 Reduction in Building (RIB)

In the event that a Reduction in Positions at the building/department level (RIB) is necessary, the following procedure will be used in reducing paraprofessionals:

1. Inform paraprofessionals of pending reductions.
2. Determine attrition, resignation and retirements.
3. Identify paraprofessionals who are within their seventy-five working day trial period. These will be the first paraprofessionals impacted provided they are within the classification needing reduction.
4. Identify paraprofessionals who want to reduce hours.

If steps one through four above achieve the required reduction in building/department, no further steps are necessary. If further reductions are required, School/Department Leadership will determine programs or classifications in which reductions are needed. Impacted paraprofessionals will be identified in the following order:

1. Performance evaluation scores for the last two (2) years will be utilized, if available. In addition to performance evaluation scores other factors may be considered when determining the paraprofessional(s) for reduction. Other factors can include but is not limited to the following: Attendance, special skills and/or training, classroom management, job experience, education, communication, teamwork, alignment to



the school/department vision, mission and culture, and professional references. The paraprofessional(s) with the lowest average score will be selected for reduction.

2. Seniority: District seniority as a paraprofessional will be utilized when performance evaluation scores and/or documented performance and data are equal amongst those being considered for reduction.

## **ARTICLE 23 - Post-Termination Hearing**

- 23-1 No paraprofessional will be dismissed until he/she has been notified by his/her supervisor of the supervisor's intent to recommend dismissal to the Superintendent or his/her designee. The supervisor will inform the paraprofessional of the grounds for the recommended dismissal and will give the paraprofessional a reasonable opportunity to respond.
- 23-2 Classified employees, as defined by policy, shall be dismissed in accordance with District Policies GDQD and GDQD-R. If the supervisor proceeds with the dismissal and the paraprofessional has been employed with the District past the 75-working day trial service period, the paraprofessional may request a post-termination hearing within three (3) scheduled working days of the last day of work.
- 23-3 If the paraprofessional does not request the post-termination hearing within three (3) scheduled working days, the termination will be considered final. If the hearing is conducted and the Human Resources Department does not uphold the termination, the paraprofessional shall be reinstated and shall be awarded back pay for the work days missed since the termination date.
- 23-4 The Human Resources decision will be communicated to the employee within ten (10) working days of the hearing, unless extraordinary circumstances require additional time.

## **ARTICLE 24- Benefits**

### 24-1 Employee Assistance Program

Paraprofessionals who experience personal health problems such as alcoholism, drug abuse, depression, stress, or similar illness, may access the Denver Public Schools Employee Assistance Program. Contact information is available at [thecommons.dpsk12.org](http://thecommons.dpsk12.org)

### 24-2 Flex Dollar Amount

24-2-1 The District shall provide all eligible Paraprofessionals, working six (6) or more standard hours per day, with flex dollars paid in twenty-four equal payments. The District shall provide all eligible Paraprofessionals, working four (4) or more but less than six (6) standard hours per day, with flex dollars, based on FTE on a pro-rate basis, paid in twenty-four equal payments. Paraprofessionals may use the flex dollar amount to purchase benefits approved by the Benefits Board as

part of the District's cafeteria plan. For flex dollar rates and other benefits information please visit the HR website at: [thecommons@dpsk12.org](mailto:thecommons@dpsk12.org)

24-2-2 If an employee's most recent hire date with the District was on or after June 1, 2017, the employee will only receive flex dollars when he/she is enrolled in one of the District's major medical plans. If an employee's most recent hire date with the District was prior to June 1, 2017, the employee will continue to be eligible for the negotiated benefits allowance even if he/she is not enrolled in one of the District's major medical plans. All monies saved as a result of this change will be applied to reduce the health care costs for employees who are part of the bargaining units that have agreed to this change in the benefits program. The finance department will provide the Benefits Board with an annual accounting regarding the savings that result from this change to the benefits program.

24-2-3 Insurance becomes effective on the first day of the month following the hire date, provided the Employee Benefits Department has received a completed enrollment form. The employee must be actively at work on that day.

#### 24-3 Additional Benefits

24-3-1 Paid Group Life Insurance in the amount of \$2,500 will be provided to each paraprofessional who is regularly assigned for 20 or more but less than 30 hours per week.

24-3-2 Paid Group Life Insurance and Accidental Death and Dismemberment Insurance in the amount of two (2) times annual school year salary will be provided to each paraprofessional who is regularly assigned for ~~35~~ **30** or more hours per week in a continuing assignment, effective the first of the month following the hire date. The District will pay the full cost of premiums.

24-3-3 An option to join a District approved health plan, at the employee's own expense provided the paraprofessional is regularly assigned for 20 or more hours per week.

24-3-4 Coverage by workers' compensation insurance as provided by Board policy and applicable statutes.

24-3-5 Liability insurance under the District's general liability policy.

#### 24-4 Benefits Board

24-4-1 A Benefits Board will administer and govern the group health and life insurance programs, disability insurance programs, tax sheltered annuities, flexible-spending accounts, and guidelines for using the benefits allowance.

24-4-2 The Benefits Board will be responsible for any and all benefits programs assigned to it by this contract, and shall make every effort to provide programs in

the best interest of both the District and its employees. The Benefits Board is charged with containing the cost of health insurance premiums through cooperative efforts, education of employees, and consultation with actuaries and health care provider programs.

24-4-3 The composition of the Benefits Board will be established in the bylaws.

## **ARTICLE 25 – Property Damage**

25-1 The District shall assume no responsibility for damage to employees' personal vehicles with the following exception. In the event an employee was within the course and scope of his/her employment and had parked his/her vehicle on District property, the District may reimburse the employee for repair or replacement costs not to exceed \$250.00 per year for damage to the vehicle sustained as the result of mischief or vandalism. The District will not reimburse employees for damage, which resulted from the negligence of the employee. Reimbursement will be in accordance with District and Risk Management policies and procedures.

25-2 The District shall assume no responsibility for damage to or loss of employees' personal property with the following exception. In the event an employee, was within the course and scope of his/her employment, and had his/her clothing, purses, prescription eyeglasses or personal electronic devices damaged, or destroyed as a result of mischief, vandalism, or other workplace hazard, the District may reimburse the employee up to \$150.00 per year. The District will not reimburse employees for damage or destruction, which resulted from the negligence of the employee. Reimbursement will be in accordance with District and Risk Management policies and procedures

## **ARTICLE 26- Miscellaneous**

26-1 District Policies

New or modified District Policies, Superintendent required and Departmental Directives that impact the bargaining unit members shall be shared with the group as soon as practicable.

## **ARTICLE 27- Mileage Reimbursement**

27-1 Employees, whose duties require travel, shall be reimbursed at the standard IRS rate approved by the District for the use of their personal automobile. The employees who receive mileage reimbursement, are required to carry the minimum bodily injury liability insurance limits as required by Colorado Law.

{Remainder of this page left intentionally blank}

IN WITNESS WHEREOF, the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective Secretaries, this \_\_\_\_\_ day of August, 2018.

DENVER FEDERATION  
OF PARAPROFESSIONALS  
AND NUTRITION SERVICE EMPLOYEES

SCHOOL DISTRICT NO. 1 IN THE  
CITY AND COUNTY OF DENVER

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Secretary-Treasurer

By: \_\_\_\_\_  
Secretary-Treasurer

## **Paraprofessional Salary Schedule**

### **[2020-21 Denver Public Schools Paraprofessional Salary Schedule](#)**

**<https://hr.dpsk12.org/employee-associations/#1486430965100-bff70610-6486>**

**Memorandum of Understanding  
Between  
Denver Federation for paraprofessionals  
And  
School District No. 1  
Denver Public Schools**

**AMENDMENT 54 TO THE COLORADO CONSTITUTION**

If and only to the extent that this Professional Agreement (“Agreement”) constitutes a “sole source government contract” within the meaning of Article XXVIII of the Colorado Constitution (the “Article”) then Sections 15, 16 and 17 of the Article (“Amendment 54”) are hereby incorporated into the Agreement as if set forth in full in the body and the parties hereby agree to comply with the provisions of such Amendment 54. In such case, for purpose of the provisions of Amendment 54 incorporated into this Agreement, “contract holder” shall mean the Denver Federation for Paraprofessionals and any other person or entity qualifying as such pursuant to the definition set for in the Article. If any provision of Amendment 54, or the application thereof, is repealed retroactively, found to be inapplicable to this Agreement, or is determined by a court or administrative body of competent jurisdiction to be unconstitutional, invalid or unenforceable, in whole or in part, then such provision shall no longer be incorporated into this Agreement and the parties hereto shall have no obligations under such provision; provided, however, that such determination shall not affect, impair, or invalidate any other provision of the Agreement or the application of the provision in question to any other situation; and if any provision or the application is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most full implement its purpose.

Amendment 54 requires the “contract holder” to file a report with the Director of the Department of Personnel and Administration for the State of Colorado disclosing certain protected information related to the sole source of government contract, which information may or may not include the names and addresses of all parties to the Agreement, the nature of the Agreement, the start and end dates of the Agreement, and the amount and rates of payment. Accordingly, by executing this Memorandum of Understanding, the Denver Federation for Paraprofessionals acknowledges its understanding of and consent to this disclosure and hereby waives its right to confidentiality only with regard to such disclosure and only to the extent allowable by state and federal law.

Notwithstanding the provisions of Article XXVIII, sections 15 and 17, and their potential applicability to the parties to this collective bargaining agreement, the parties shall not be required to comply with these provisions to the extent that they have been enjoined, ruled invalid, or otherwise deemed ineffective by agency rule, state statute, or order of a court of competent jurisdiction, including the

Denver District Court in the case of Dallman, et al. v Ritter, et al. Case No. 2009 CV 1188, the order issued on June 23, 2009.