

**AGREEMENT**

*between*

**COLORADO FEDERATION OF  
SCHOOL SAFETY PROFESSIONALS**

*and*

**SCHOOL DISTRICT NO. 1  
IN THE CITY AND COUNTY OF DENVER  
AND STATE OF COLORADO  
900 GRANT STREET  
DENVER, COLORADO 80203**

**COLORADO FEDERATION OF  
SCHOOL SAFETY PROFESSIONALS  
789 Sherman St. Suite 530  
DENVER, COLORADO 80203**

**August 1, 2019 – July 31, 2022**

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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 COLORADO FEDERATION OF SCHOOL SAFETY PROFESSIONALS (herein after referred to as “Patrol Officers”) this 1st day of August, 2019 and shall continue until July 31, 2022.

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 patrol officer 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 patrol officers. 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 patrol officers 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 "Patrol Officer" as used in this Agreement shall refer to all full-time employees assigned to the negotiations unit authorized by the Board of Education on March 21, 2013. This includes armed Patrol Officers.
- 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 Colorado Federation of School Safety Professionals.
- 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 patrol officer.
- 1-9 The term "day" as used in this Agreement shall mean a calendar day, unless otherwise stated.

## **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, creed, color, national origin, sex, sexual orientation, marital status, age and consistent with the provisions of the Americans with Disabilities Act, membership in any patrol officer 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, creed, color, national origin, sex, marital status, sexual orientation, age, disability, or membership in any patrol officer organization.
- 2-3 The Board will provide on-line access to the agenda for each official Board Meeting to the Federation.
- 2-4 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.

- 2-5 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.
- 2-6 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 patrol officer 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.
- 2-7 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.
- 2-8 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.
- 2-9 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.
- 2-10 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. 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 District.
- 2-11 Drug Testing: In accordance with 22.32-110.7 (2), C.R.S. All Patrol Officers will be subject to District drug testing policies.

### **ARTICLE 3 - Recognition**

- 3-1 On 3/21/2013 the Board of Education approved a motion stating that a unit of employees consisting of armed patrol officers, 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 3/21/2013
  - 3-2-1 The approved motion further states that the Board of Education “hereby recognizes the Colorado Federation of School Safety Professionals (AFT-CFSSP) as the exclusive representative of the patrol officers for purposes of collective bargaining.”

- 3-2-2 Collective bargaining shall include bargaining regarding wages, benefits, and other working conditions, but Public Management Rights as specified in 3-2-3 are not subject to collective bargaining.
- 3-2-3 It is the inherent and exclusive right of the Board of Education:
- a. To determine the security requirements of the School District;
  - b. To determine scheduling requirements;
  - 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.
- 3-2-4 Recognition of the Colorado Federation of School Safety Professionals 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 Said recognition shall continue in effect from September 1, 2016 through July 31, 2019 and for such additional periods of time as its recognition may be extended under procedures approved by the Board.
- 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 any intent to, in any manner, transfer, alienate, or contract any portion of any work performed by members of the bargaining unit covered by Agreement with the Colorado Federation of School Safety Professionals.
- 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 work for the District who might be displaced from employment with the School District as a result of any such subcontracting.

#### **ARTICLE 4 - Effective Dates**

- 4-1 The effective dates of this Agreement shall be from August 1, 2019 to July 31, 2022, except that this Agreement shall terminate, unless the Federation shall continue as the sole negotiating representative of the patrol officer 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 September 1 of each year unless extended by mutual consent,. The September 1 deadline does not include mediation.

#### **ARTICLE 5 - Negotiation Procedures**

- 5-1 Initiating Negotiations
  - 5-1-1 Written requests for negotiations between the Board and the Federation may be submitted on matters concerning wages, benefits, and other working conditions as the parties from time to time may agree to negotiate. Such request will specify the subject matter to be considered.
  - 5-1-2 Public and Management Rights as specified in 3-2-3 are not subject to collective bargaining.
  - 5-1-3 A written response will be made within ten (10) days of receipt of such written request.

5-1-4 Negotiations mutually agreed upon will be scheduled at times and places mutually agreeable to the parties.

## 5-2 Conducting Negotiations

5-2-1 During negotiations, the District 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.

5-2-2 As of the time it is made available to the Board, the Board will provide the Federation with a copy of the superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting salaries, wages, and working conditions.

5-2-3 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

5-2-4 The parties may create joint study committees to advise them regarding complex and difficult issues.

5-2-5 In the event either party chooses to conduct negotiations as an open session, said party shall provide advance notice that a negotiating session has been declared an open session.

5-2-6 During negotiations as described in 5-1 and 5-2 of this Article, releases to news media shall be made only as agreed to jointly.

## 5-3 Mediation

5-3-1 If the negotiations described in Sections 5-1 and 5-2 have reached impasse, the issues in dispute shall be submitted to FMCS for the purpose of inducing the Board and the Federation to make a voluntary agreement.

5-3-2 The Board and/or Federation may submit the name of a mediator to the other party. The mediator shall be selected in the following manner:

a. Immediately after demand for or submission to mediation, the American Arbitration Association shall submit simultaneously to each party an identical list of the names of five (5) persons skilled in mediation of educational matters. Each party has seven (7) days from the mailing date in which to cross off any names to which it objects, number the remaining names in order of its preference, and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

b. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of a mediator.

c. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

5-3-3 The format, dates, and times of meetings will be arranged by the mediator and such meetings will be conducted in closed sessions.

5-3-4 The mediator will meet with the Board and Federation either separately or together.

5-3-5 To the extent that tentative agreements are reached as a result of such mediation, the procedure provided in Section 5-4 shall apply. If mediation fails in whole or in part, the mediator shall report the issues which remain in dispute to the respective parties.

5-3-6 The parties agree to share the cost of mediation equally.

#### 5-4 Adopting Agreements

5-4-1 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 approval and adoption of the School District budget.

5-4-2 Tentative agreements must be approved by the Board and ratified by the Federation.

5-4-3 After ratification by the parties and following final approval and adoption of the School District budget, the Agreement will be signed by the Board and the Federation.

### **ARTICLE 6 - Grievance Procedure**

#### 6-1 Purpose

6-1-1 Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6-1-2 Nothing herein contained will be construed as limiting the right of any patrol officer having a grievance or complaint to discuss the matter informally with any appropriate member of the administration and having the grievance or complaint adjusted provided the adjustment is consistent with the terms of this Agreement.

#### 6-2 Definitions

6-2-1 A "grievance" shall mean a complaint by a patrol officer(s) in the bargaining unit that there has been a violation, a misinterpretation, or inequitable application of any of the

provisions of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without any authority to act.

6-2-2 An "aggrieved person" is a patrol officer directly affected by such alleged violation, misinterpretation, or inequitable application of provisions of the Agreement and who asserts a grievance.

6-2-3 A "party in interest" is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.

### 6-3 Time Limits

6-3-1 No grievance shall be recognized by the Board or the Federation unless it is presented at the appropriate level within fifteen (15) calendar days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. No grievance shall be recognized at Level Two unless it is filed with the Department of Human Resources within fifteen (15) calendar days after the act or condition upon which it is based occurred, and if not so presented, the grievance will be untimely. Grievances not timely presented will be considered as waived.

6-3-2 No grievance asserted by the Federation, acting on behalf of a group of patrol officers, shall be recognized at Level Two unless it shall have been presented within fifteen (15) calendar days after the act or condition upon which it is based occurred.

6-3-3 By mutual consent, time limits can be extended at any level of the procedure.

### 6-4 Procedure

6-4-1 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.

6-4-2 Level One - Supervisor. A grievance first will be discussed with the aggrieved person's supervisor to attempt to resolve the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may be accompanied by the Federation's Representative, or (3) may request that the Federation's Representative act on behalf of the aggrieved person. No written documentation of the grievance or administrative response will be required if the grievance is settled at Level One.

6-4-2-1 If the aggrieved person is not satisfied with the results of the informal conference, the aggrieved person may then file a grievance in writing on the proper form with the supervisor within fifteen (15) calendar days. The grievance must refer to the specific Articles of the Agreement and explain how they were violated and indicate the reason why the Level One decision is unsatisfactory. The grievant

will use the Patrol Officer Grievance Disposition Form to file the grievance. The supervisor and the grievant shall sign the Grievance Disposition Form. The supervisor shall also have the opportunity to provide comment related to the Level One process on the Grievance Disposition Form. No additions to this form may be made after it has been signed by the grievant and the supervisor. The grievant shall send a copy of the Grievance Disposition Form to the DPS Legal Department and the Federation. The DPS Legal Department will assign a tracking number to the grievance and distribute copies of the Grievance Disposition Form to the Supervisor and the President of the Colorado Federation of School Safety Professionals.

#### 6-4-3 Level Two - District Representative

The Human Resources Director or designated District Representative will meet with the appropriate Federation Representative, the patrol officer and the supervisor to attempt to facilitate a resolution. Such meeting will take place within fifteen (15) calendar days after receipt of the written grievance by the DPS Legal Department. If there is an agreed-upon resolution to the grievance at this meeting, the resolution will be documented in writing and signed by both parties. The grievance will be closed and no continuation of said grievance meeting will be allowed. If no resolution is reached, a District Representative will be responsible for providing a Level Two response on the merits of the grievance. The written response will be provided within ten (10) business days following the meeting. The Level Two response will be disseminated by the District to the Federation and the grievant. If the grievant is not satisfied with the response, the grievance response will be forwarded to the Federation, Human Resources, the Chief of Safety & Security and the supervisor. The Federation will decide if the matter will be continued to Level Three.

#### 6-4-4 Level Three – Third Party Resolution

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) calendar days after the Department of Human Resources has conducted the Level Two meeting on the grievance, the aggrieved person may, within five (5) business days of receipt of the response, request that the Federation submit the grievance to a neutral third party. Such request must be in writing and must indicate why the Level Two decision is unsatisfactory.

6-4-4-1 If the Federation deems the grievance meritorious, it may request either arbitration or mediation, in writing to the superintendent or designee, within fifteen (15) calendar days of receipt of the employee's request.

6-4-4-2 If the Federation elects mediation, the provisions of Article 5-3 shall serve as guidelines in choosing the mediator and conducting the mediation process. At the completion of mediation, the grievance process terminates, and any adjustment action to which the parties agreed in the mediation shall be implemented by the parties.

6-4-4-3 If the Federation requests arbitration and the parties cannot agree on the choice of an arbitrator, they shall submit a request to the American Arbitration Association for a list of five (5) arbitrators skilled in the arbitration of educational issues. Within five (5) business days of the receipt of a list, representatives of the Federation and the District shall meet and jointly select an arbitrator.

6-4-4-4 The arbitrator will have the authority to hold hearings and to make procedural rules. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

6-4-4-5 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

6-4-4-6 The arbitrator's report shall be submitted in writing to the Board and the Federation only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions, and recommendations on the issues submitted. Within five (5) business days after receiving the report of the arbitrator, the Board's designee and the Federation's designee will meet to discuss the report.

6-4-4-7 The arbitrator's report shall be advisory only and not binding on the Board of Education.

6-4-4-8 The costs for the services of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Federation.

## 6-5 Miscellaneous

6-5-1 Neither the Board nor the Federation and its members shall take reprisals affecting the employment status of any patrol officer nor any party in interest.

6-5-2 If, in the judgment of the Federation, a grievance affects a group of patrol officers, the Federation may submit such grievance in writing directly to the superintendent or designee, and the processing of such grievance may begin at Level Two.

6-5-3 All written and printed material dealing with the processing of a grievance will be filed separately from the central office files of the participants.

6-5-4 To facilitate efficient operation of the grievance procedure, necessary forms will be developed and distributed jointly.

6-5-5 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

6-5-6 If processing timelines are not met by either the aggrieved or the Federation, and are not extended by mutual agreement, the grievance will be considered waived.

6-5-7 If processing timelines are not met by the District, and are not extended by mutual agreement, the Federation may move the grievance to the next level.

6-5-8 Central Federation representatives may attend and state their views at any level of the grievance procedure beyond Level One.

## **ARTICLE 7 –Working Conditions**

7-1 The length and structure of each patrol officer's regular workday is determined by the patrol officer's current assignment as approved by the appropriate supervisor.

7-1-1 Patrol Officers who work four (4) or more hours shall be given a paid 15-minute break. Patrol officers who work eight (8) hours shall be given two paid 15-minute breaks. Due to the fact that Patrol Officers are classified as emergency responders, Patrol Officers may get called during their break times and are required to respond.

7-1-2 Patrol Officers scheduled to work four (4) or more consecutive hours in a day may request and receive a paid 30-minute lunch break. The lunch break will, to the extent possible, be duty free. Due to the fact that Patrol Officers are classified as emergency responders, Patrol Officers may get called during their lunch period and are required to respond.

7-2 The total number of regularly assigned hours shall not exceed 40 hours per week.

7-3 Patrol Officers 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 Patrol Officers who are scheduled to work additional days shall be compensated at their regular rate of pay and will be guaranteed a minimum of four hours pay.

7-5 District and School Closures

7-5-1 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 and of their requirement to report to work during a closure. 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).

7-6 Scheduling

7-6-1 Schedules will be determined in the best interest of the department and in accordance with the needs of the district. Any schedule changes lasting longer than 30 days will require 72 (seventy-two) hours advance notice, unless an emergency occurs.

7-7 All new employees covered by this agreement must serve a one year probationary period from date of hire. During this time period employees may be discharged without limitation on the

District or countering action by the association.

## **ARTICLE 8 – Uniforms/Equipment**

8-1 Patrol Officers required to wear specific clothing items will be furnished such items. Individuals who leave after less than one year will be required to reimburse the district for the cost of the uniforms. Employees who leave after less than two years will be required to reimburse 50% of the cost.

8-1-1 Maintenance of required clothing items shall be the responsibility of the Patrol

Officer. 8-1-2 The District shall maintain such equipment items as necessary.

8-1-3 Patrol Officers are required to furnish their own firearm, holster and magazine pouch.

8-1-4 If a patrol officer's firearm is damaged or stolen while on duty and there is no negligence on the part of the officer, the department shall reimburse the officer the fair market value of the firearm.

## **ARTICLE 9 - Appraisal**

9-1 Appraisal of a patrol officer's performance shall be conducted in accordance with acceptable personnel practice.

9-2 Patrol Officers shall have at least one (1) performance appraisal each year.

9-2-1 Other non-administrative personnel may be involved in appraisal procedures for patrol officers, but finalization of appraisals is an administrative responsibility.

9-2-2 Patrol Officers will be informed of the person or persons who will be involved in the appraisal process.

9-2-3 Patrol officers will receive one performance evaluation per year as stated in district procedures for non-exempt employees. The evaluation format selected will be based upon what the district has set for measurement for non-exempt employees and is subject to change based upon the district transitioning to the Core Competencies Evaluation model. The performance measurement system utilized for the upcoming performance cycle will be communicated to each patrol officer no later than August 30<sup>th</sup> of each year.

The evaluation system will include supervision meeting with and observing officer performance on a regular basis. This may be accomplished by: responding to service calls with officers, ride-a-long time, incident debrief, and performance/feedback sessions. Each officer will have a minimum of two touch points with supervision per semester to aid in the development of the performance appraisal. However, supervision should be vigilant in monitoring performance of each patrol officer on a regular basis.

Supervision should meet with each patrol officer no later than August 15<sup>th</sup> of each year to

deliver the performance evaluation and discuss goals for upcoming year. Performance evaluations will be filed in the officer's personnel file and with Human resources.

- 9-2-4 Patrol Officers will be given a copy of the appraisal report and will discuss such report with the Supervisor, Division Director or designee preparing the report. The appraisal shall be signed by the Supervisor, Division Director or designee who has prepared the appraisal.
- 9-2-5 After the appraisal is reviewed with the supervisor, the patrol officer shall sign the appraisal report to indicate that the patrol officer is aware of the contents of the report. Such signature does not indicate agreement with the content.
- 9-3 Patrol Officers may reply to their performance appraisal and have such reply attached to the appraisal. Replies must be received within twenty (20) business days. In the event that a supervisor deems a patrol officer is not performing adequately, the supervisor shall first discuss the problem with the patrol officer.
- 9-4 Any evaluation which 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 the appraisal.
- 9-5 In the event the patrol officer does not improve adequately during a reasonable period of time, the matter will be referred to the supervisor for appropriate action.
- 9-6 Supervisors shall direct the activities of those patrol officers assigned to them.
- 9-7 All patrol officers must serve a 90 working day trial period after completion of Field Officer Training. Until the patrol officer completes the 90 working day trial period, the employee has no contractual rights under the Agreement.
- 9-8 Before taking corrective action, which shall be defined as letters of warning, letters of reprimand, and/or suspension without pay against an employee, the employee's supervisor shall investigate the matter of concern and meet with the employee to hear the employee's response regarding the matter. The supervisor shall follow the procedures and protocols pursuant to the District's Basic Fairness document. If the District wishes to alter the District's Basic Fairness & Due Process document, the Association will be consulted prior to implementing any changes. The District is solely responsible for the content of the document.

## **ARTICLE 10 – Patrol Officer Files**

- 10-1 Patrol Officer 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 patrol officer in accordance with CORA guidelines. The patrol officer 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 patrol officer's conduct, service, character, or personality shall not be placed in his/her file unless the patrol officer has had an opportunity to read the material. The patrol officer 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 patrol officer 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 Patrol officers transferring to another position must give their supervisor a minimum of two (2) weeks' notice before the transfer is effective. If a patrol officer is currently on a Performance Improvement Plan, he/she cannot transfer until the Plan for Improvement is satisfactorily completed.

11-2 Recruitment of patrol officers by the Department of Human Resources shall be in accordance with HR Department procedures.

## **ARTICLE 12 - Federation**

12-1 The Federation shall have the right to have a representative, or representatives, as provided in the current Federation bylaws. The Federation shall provide a current copy of its bylaws to the Board.

12-2 Federation representative(s) shall have the right to schedule meetings before or after their work shift with advance arrangements approved by department management. Arrangements for and conduct of such meetings or any other Federation business shall not interfere with normal work duties of patrol officers or other school business and activities.

12-2-1 The President or designee of the Federation may request up to ten (10) days per fiscal year for Federation business without loss of pay. No individual may use more than two (2) days per fiscal year.

12-2-2 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.

12-3 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.

12-4 Insofar as financially practicable, the Federation shall have the following:

- a. Bulletin board space at department office.
- 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 patrol officers, as available.

12-5 The Federation shall be provided, upon written request, a list of patrol officer employees. Said list will be provided twice annually. The list will include the name and location of employees.

### **ARTICLE 13 - Personal Injury**

- 13-1 Any patrol officer employees who suffer an injury in connection with their employment shall immediately, or as soon as possible, make a written report of the circumstances thereof to their supervisor, and follow the workers' compensation guidelines to report the incident.
- 13-2 Patrol officer employees are covered by workers' compensation rules and procedures of the District.

### **ARTICLE 14 - Sick Leave**

- 14-1 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.
- 14-2 Patrol officers 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 patrol officer must receive pay for hours worked during a payroll period. Unused sick leave shall be accumulated from year to year.
- 14-3 The Sick Leave Bank will be continued under guidelines and procedures developed and administered by the District and approved by the Association. Patrol officers working seven (7) or more standard hours per week may choose to enroll in the Bank during September of any year. During the month of November, one (1) day will be taken from the available sick leave of the participating patrol officer and contributed to the Bank. Information on the sick leave bank can be found at: [http://hr.dpsk12.org/health\\_leaves](http://hr.dpsk12.org/health_leaves)

### **ARTICLE 15 - Leave of Absence**

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

- 15-1 Vacation (Code 3100)

Vacation is accrued by Patrol Officers on a monthly basis based on their work year. Employees may retain up to twice their annual vacation allocation (the “cap”) during any twelve-month period. Any vacation days over the cap must be used by January 14<sup>th</sup> of each year or be forfeited. Vacation requests will be responded to within three (3) business days.

## 15-2 Personal Leave (Code 3150)

Patrol officers shall have one (1) day of personal leave per six months of service 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.

### 15-2-1 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.

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. Employees are encouraged to provide the reason(s) for their request to help with prioritizing leave requests but a reason is not required when requesting Personal Leave.

Unused Personal Leave will be converted to sick leave on a yearly basis.

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

## 15-3 Extended Leaves of Absence

### 15-3-1 Medical Leaves of Absence

Certain patrol officers 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 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. Please see Board of Education Policy GBGF- Family and Medical Leave for more information on district FMLA policy.

15-3-2 Patrol officers may be eligible for an unpaid extended leave of absence for up to one (1) year.

Patrol officers must use all accumulated paid leave (personal and vacation) for non- health related leaves and all accumulated leave (personal, 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 manager or designee will determine if the position 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 patrol officers, duration of the leave, needs of the District/Department, etc. If the position is not held, the patrol officer is able to apply for open positions but is not guaranteed employment. In the event of a Reduction in Force (RIF) the patrol officer on leave and whose position was held, shall be subject to the reduction guidelines.

### 15-3-3 Maternity, Paternity, and Adoption Leave

Patrol officers employed 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), manager or designee will determine if the position 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 patrol officers, duration of the leave, needs of the District/Department, etc. If the position is not held, the patrol officer is able to apply for open positions but is not guaranteed employment.

### 15-3-4 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 patrol officer regularly 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 [http://hr.dpsk12.org/health\\_leaves](http://hr.dpsk12.org/health_leaves) 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. In no case will a patrol officer's position with the district be held for more than one (1) year.

## 15-4 Other Leaves of Absence

### 15-4-1 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>

### 15-4-2 Legal Proceedings / Jury Duty Leave

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

### 15-4-3 Educational Leave

Patrol officers 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 Chief of Security after consultation with the patrol officer's supervisor(s).

### 15-4-4 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 patrol officer on leave and whose position was held, shall be subject to the reduction guidelines.
- c. No combination of leaves of absence shall exceed one (1) year.
- d. Patrol officers shall continue to accrue seniority in the District while on approved extended leave.
- e. Except to the extent required pursuant to the Family and Medical Leave Act (FMLA), employee benefits will not be provided to a patrol officer while on an unpaid extended leave of absence.

### **ARTICLE 16 - Professional Conduct**

- 16-1 Patrol officers 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/Department manager or supervisor.
- 16-2 Patrol officers 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, patrol officer organization representatives, and negotiations.
- 16-3 Patrol officers, 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 patrol officer's employment and/or discipline shall be discussed privately with the patrol officer.
- 16-4 Patrol officers 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.
- 16-5 Nothing in this Article shall limit the Board's right to take appropriate legal action.
- 16-6 Patrol Officers are required to maintain all appropriate licensing and certifications.

## **ARTICLE 17 - Dues Deduction**

- 17-1 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.
- 17-2 Employee authorization for dues deduction shall be signed and dated on a District approved Colorado Federation of School Safety Professionals Salary Deduction Authorization form.
- 17-2-1 Such dues deduction authorization shall continue from year to year unless the employee wishes to discontinue such authorization.
- 17-2-2 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.
- 17-3 The Federation shall notify the Board by October 1 of each year if there is a change in the dues rate.
- 17-4 A service charge of five cents (\$.05) 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 18 – Compensation**

- 18-1 Negotiations on wages will be held annually.
- 18-2 Patrol officers may obtain information about their hourly rate(s) of pay by accessing Employee Self-Service.

## **ARTICLE 19 - In-Service Training**

- 19-1 If there is District required in-service training prior to assignment to specific jobs, patrol officers will be compensated for such in-service training according to their hourly rate of pay.
- 19-2 If there is additional District required in-service training after assignment to a specific job, such in-service will be compensated at the patrol officer's current hourly rate of pay.

## **ARTICLE 20 - Staff Reduction**

- 20-1 If the Board anticipates a reduction in staff, the District will notify the Federation of such proposed reduction and the reason(s) therefor, and the Federation will be given 30 calendar days to have an opportunity for review, consultation and recommendation before any such reduction is finalized.
- 20-1-1 Normal attrition shall precede any reduction in force.

In the event that a reduction in positions at the department level is necessary, the following procedure will be used in reducing patrol officers:

1. Inform patrol officers of pending reductions.
2. Determine attrition, resignation and retirements.
3. Identify patrol officers who are within their ninety (90) working day trial period. These will be the first patrol officers impacted provided they are within the classification needing reduction.
4. Identify patrol officers who want to reduce hours.

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

1. Performance: Performance evaluation scores for the last two (2) years will be utilized if available. The patrol officer(s) with the lowest average score will be selected for reduction.
2. Seniority: District seniority as a patrol officer will be utilized when performance evaluation scores are equal amongst those being considered for reduction.

## **ARTICLE 21 - Post-Termination Hearing**

- 21-1 No patrol officer 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 patrol officer of the grounds for the recommended dismissal and will give the patrol officer a reasonable opportunity to respond.
- 21-2 If the supervisor proceeds with the dismissal and the patrol officer has been employed with the District past the 90 working day trial service period, he/she may request a hearing with the Human Resources Department. The patrol officer must request the hearing within three (3) scheduled working days after the effective date of the termination.
- 21-3 If the patrol officer does not request the hearing within three (3) scheduled working days after the termination the patrol officer has forfeited the right to a hearing and the termination decision is final. If the hearing is conducted and the Human Resources Department does not uphold the termination, the patrol officer shall be reinstated and shall be awarded back pay for the work days missed since the termination date.
- 21-4 The Human Resources decision will be communicated to the employee within five (5) working days of the hearing, unless extraordinary circumstances require additional time.

## **ARTICLE 22- Benefits**

### 22-1 Employee Assistance Program

Patrol officers 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 <http://hr.dpsk12.org/benefits/eap.shtml>.

### 22-2 Flex Dollar Amount

22-2-1 The District shall provide all eligible Patrol officers, working eight (8) hours per day with a flex dollars paid in twenty-four equal monthly payments. Patrol officers 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: <http://hr.dpsk12.org/benefits>.

22-2-2 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.

22-2-3 In an effort to decrease employee health care costs, the parties agreed to make the following changes to the benefits allowance program effective 6/1/17:

1. If an employee's most recent hire date with the District was on or after 6/1/17, the employee will only receive the negotiated benefits allowance when he/she is enrolled in one of the District's major medical plans.
2. If an employee's most recent hire date with the District was prior to 6/1/17, 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.
3. All monies saved as a result of this change will be applied to reduce health care costs for employees enrolled in District major medical plans.
4. The finance department will provide the Benefits Board with an annual accounting regarding the savings that result from this change to the benefits program.

### 22-3 Additional Benefits

22-3-1 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 patrol officer who is regularly assigned to a full time position in a continuing assignment and who has been so employed at least 90 calendar days. The District will pay the full cost of premiums.

22-3-2 Coverage by workers' compensation insurance as provided by Board policy and applicable statutes.

22-3-3 Liability insurance under the District's general liability policy.

#### 22-4 Benefits Board

22-4-1 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.

22-4-2 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.

22-4-3 The Benefits Board will be composed of not less than eight (8) representatives of the District, four (4) representatives of the DCTA, one (1) representative of the DPS Retired Employees Association and three (3) representatives elected from the following bargaining groups: Denver Association of Educational Office Professionals, Communication Workers of America, Colorado Federation of School Safety Professionals, Facility Managers Association, Amalgamated Transit Union, DPS Association of Building and Grounds Personnel, Denver Public Schools Association of Food Services Employees, Vocational Teachers Federation and the Denver Association of School Administrators.

### **ARTICLE 23 – Property Damage**

23-1 In the event an employee, while acting within the scope of their employment, has their clothing or other personal property damaged, destroyed, or stolen, the District may reimburse the employee the cost of repair or the reasonable replacement costs of the clothing/property up to two hundred fifty dollars (\$250.00) per occurrence.

23-1 Given prudent and responsible handling, the District may reimburse/replace wallets/purses, outerwear and briefcases (tote bags) and contents, if appropriate, which are stolen while on school grounds up to two hundred fifty dollars (\$250.00) per occurrence.

23-2 The District may pay up to two hundred and fifty dollars (\$250.00) per occurrence for automobile damage because of vandalism provided the automobile was on school grounds and the employee was acting within the scope of his/her employment.

23-3 In order for the District to reimburse an employee for losses as outlined in this Article, the employee must file a claim by submitting a written District property loss report and, when a crime is involved, a police report. The District may investigate any and all such claims of loss to ascertain applicability to this Article. The maximum dollar amount of claims that will be processed for reimbursement for losses occurring in the period October 1, 2013 through September 30, 2014 shall be \$10,000. Completed claims will be reimbursed on a first come, first served basis. The \$10,000 is to be used solely for losses and is not negotiable.

## **ARTICLE 24- Miscellaneous**

### 24-1 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.

### 24-2 Holiday Pay

District Holidays are identified at the beginning of each fiscal year and listed on the work calendar for 245 day pro --tech positions. Management will determine staffing needs for the designated holiday and post (or email), for all patrol officers to review at least two weeks in advance of the holiday. Officers who work on the designated holiday will receive payment of double their hourly wage for all hours worked on that holiday. Officers who have received approval for time off will not be required to work but will be compensated at straight time for hours they are regularly scheduled. Officers that are not scheduled to work on the designated holiday due to their assigned days off may request an additional paid day off within the same week of the holiday. If Management cannot approve due to staffing needs, that officer will receive an additional 8 hours of pay to compensate for the holiday.

Selection for approved time off during designated holidays will be considered on a first come, first serve basis. Officers will follow department procedures for requesting holidays off. In the event that more officers are available than needed (based upon the holiday schedule), Management will determine who will be assigned to work the scheduled shifts (at double time pay), and who will not be required to work (but receive regular time pay). Seniority will be the deciding factor for management to utilize when making this determination.

Management reserves the right to make changes to the assigned schedule at any time due to unforeseen circumstances.

### 24-3 Interview Panels

One representative from the Federation shall be involved with the interview panels for entry level patrol officers up to Lieutenant.

#### 24-4 Seniority

An officer's seniority as established in the Patrol Division for the Department of Safety will be determined by date of hire. If two or more patrol officers are hired on the same date, preference will be given to the officer who was previously employed with DPS. If both officers are new to DPS, seniority will be established alphabetically with the officer's last name. Patrol Officers will keep their seniority until otherwise determined through promotion, internal transfer, or separation.

Patrol Officers who transfer to another department in DPS or leave the district entirely, may be eligible to return to the Department of Safety (if selected) within six months and retain their same seniority. Once six months have passed since separation from the Department of Safety, officers who are selected to return will start at the lowest seniority assigned for that time.

Patrol Officers who are promoted or accept an internal transfer within the Department of Safety, may be eligible to return to the Patrol Division (if selected), within one year and retain their same seniority as when they left.

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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 XXX, 2019.

DENVER FEDERATION OF PATROL OFFICERS

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

By: SIGNATURE ON FILE  
President

By: SIGNATURE ON FILE  
President

Attest:

Attest:

By: SIGNATURE ON FILE  
Secretary-Treasurer

By: SIGNATURE ON FILE  
Secretary-Treasurer