

# **AGREEMENT**

*between*

**DENVER FEDERATION FOR  
PARAPROFESSIONALS**

*and*

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

**DENVER FEDERATION FOR  
PARAPROFESSIONALS  
901 W. 14<sup>th</sup> Avenue  
DENVER, COLORADO 80204**

**July 1, 2003 - June 30, 2006**

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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 July, 2003 and shall continue until June 30, 2006.

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 - Definition**

- 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.

## **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 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, creed, color, national origin, sex, marital status, sexual orientation, age, disability, or membership in any paraprofessional organization.

- 2-3 The Board will provide the Federation with a copy of the agenda for each official Board Meeting.
- 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 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.
- 2-7 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 modification 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 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.
- 2-10-1 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 Collective bargaining shall include bargaining regarding wages, benefits, and other working conditions, but Public Management Rights as specified in paragraph 3 of this Resolution 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 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.

3-2-4 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 June 14, 2005 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 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.

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

- 4-1 The effective dates of this Agreement shall be from July 1, 2003 to June 30, 2006, except that this Agreement shall terminate on June 14, 2005, 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 Union to the Board or by the Board to the Union, after March 1 of each year during the term of this Agreement, the

Union and the Board will negotiate as provided in Article 5, provided, however, that such negotiations shall terminate not later than June 1 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 2004 and 2005 unless mutually agreed upon between the parties, except for the negotiations on salary for September 1, 2004 and September 1, 2005. The June 1 deadline does not include mediation.

## **ARTICLE 5 - Negotiation Procedures**

### **5-1 Initiating Negotiations**

5-1-1 As provided in Resolution 2317, 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 paragraph 3 of Resolution 2317 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 mediation 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 paraprofessional 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 paraprofessional or paraprofessionals 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 paraprofessional 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 shall have been presented in writing on the appropriate form at the appropriate level within ten (10) days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be untimely. The grievance must refer to specific articles and explain how such articles were violated.

6-3-2 No grievance asserted by the Federation, acting on behalf of a group of paraprofessionals, shall be recognized at Level 2 unless it shall have been presented within ten (10) 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

A grievance will first be discussed with the aggrieved person's principal or supervisor with the objective of resolving the matter informally. The aggrieved person may request accompaniment by the school or work site Federation representative. If the matter is unresolved after such discussion, the aggrieved person may pursue the grievance at Level 1.

#### 6-4-1 Level I - Principal or Appropriate Supervisor

6-4-1-1 Within ten (10) days of the event or occurrence which gave rise to the grievance, the employee shall file a written complaint with the principal or appropriate supervisor and specify the Agreement article(s) that has been violated, misinterpreted, or inequitably applied. The employee should explain the event(s) which give rise to the grievance and the dates on which they occurred.

6-4-1-2 Within five (5) days of the receipt of the written grievance, the principal or appropriate supervisor shall meet with the aggrieved to discuss the matter. If requested by the aggrieved, the school or work site Federation representative may be present.

6-4-1-3 The principal or supervisor shall give a written response within ten (10) days following the meeting.

#### 6-4-2 Level 2 - superintendent or Designee

- 6-4-2-1 If the employee is not satisfied with the written decision of the principal or supervisor, the employee may, within five (5) days of receipt of the response, request review of the grievance by the superintendent or designee. Such request must be in writing and must indicate why the Level 1 decision is unsatisfactory.
- 6-4-2-2 Within ten (10) days of the receipt of the written request, the superintendent or designee shall meet with the aggrieved to discuss the matter.
- 6-4-2-3 The superintendent or designee shall give a written response within ten (10) days following the meeting.

### 6-4-3 Level 3 - Third Party Resolution

- 6-4-3-1 If the employee is not satisfied with the written decision of the superintendent or designee, the employee may, within five (5) days of receipt of the response, request that the matter be submitted to a neutral third party. Such request must be in writing to both the superintendent or designee and the Federation and must indicate why the Level 2 decision is unsatisfactory.
- 6-4-3-2 If the Federation deems the grievance meritorious, it may request either arbitration or mediation, in writing to the superintendent or designee, within ten (10) days of receipt of the employee's request.
- 6-4-3-3 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.
- 6-4-3-4 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) days of the receipt of a list, representatives of the Federation and the District shall meet and jointly select an arbitrator.
- 6-4-3-5 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.

- 6-4-3-6 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- 6-4-3-7 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) days after receiving the report of the arbitrator, the Board's designee and the Federation's designee will meet to discuss the report.
- 6-4-3-8 The arbitrator's report shall be advisory only and not binding on the Board of Education.
- 6-4-3-9 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 paraprofessional, any party in interest, any Federation representative or any other participant in the grievance procedure by reason of such participation.
- 6-5-2 If, in the judgment of the Federation, a grievance affects a group of paraprofessionals, the Federation may submit such grievance in writing directly to the superintendent or designee, and the processing of such grievance may begin at Level 2.
- 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. The cost for such forms will be shared equally by the Board and the Federation.
- 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 1.

**ARTICLE 7 - Work Schedules**

- 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.
  - 7-1-2 Paraprofessionals required to work five (5) or more consecutive hours 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 by supervisors 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 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.
- 7-5 Routes designated for Transportation bus assistants shall be posted and bid prior to each semester. 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.

**ARTICLE 8 – Continuation of Employment**

Principals/Supervisors shall notify all paraprofessionals of continued employment subject to budget finalization, in writing, by June 30<sup>th</sup>.

Paraprofessionals assigned to schools will be notified of the anticipated work hours for the next school year. If they are notified of a reduction in positions, Article 24, Staff Reduction, shall apply.

## **ARTICLE 9 - Uniforms**

- 9-1 School based security personnel required to wear specific clothing items will be furnished such items.
  - 9-1-1 Maintenance of required clothing items shall be the responsibility of the paraprofessional employee.
- 9-2 Security personnel other than those assigned to schools shall be furnished required clothing and equipment items.
  - 9-2-1 The District shall maintain such equipment items as necessary.
  - 9-2-2 Maintenance of required clothing items shall be the responsibility of the paraprofessional employee.

## **ARTICLE 10 - Appraisal**

- 10-1 Appraisal of paraprofessional employees' performance shall be conducted in accordance with acceptable personnel practice.
- 10-2 Paraprofessional employees shall have at least one (1) performance appraisal each year.
  - 10-2-1 Teachers and other non-administrative personnel may be involved in appraisal procedures for paraprofessionals, but finalization of appraisals is an administrative responsibility.
  - 10-2-2 Paraprofessionals will be informed of the person or persons who will be involved in the appraisal process.
  - 10-2-3 The procedures and evaluation forms to be utilized for paraprofessional performance appraisal shall be discussed with paraprofessionals prior to initiation of each appraisal period.
    - 10-2-3-1 Paraprofessionals beginning their duties by October 15 shall have their appraisal process discussed not later than November 1.

- 10-2-4 Paraprofessionals will be given a copy of the appraisal report and will discuss such report with the principal or supervisor preparing the report.
- 10-2-5 After the appraisal is reviewed with the principal or supervisor, the paraprofessional shall sign the appraisal report to indicate that the paraprofessional is aware of the contents of the report. Such signature does not indicate agreement with the content.
- 10-2-6 Paraprofessional employees may reply to their performance appraisal and have such reply attached to the appraisal.
- 10-3 Appraisal of classroom paraprofessionals working under the supervision of classroom teachers is a joint responsibility of the classroom teacher(s) and the principal.
- 10-4 Appraisal of paraprofessionals working in other than classroom assignments shall be done by the appropriate supervisor.
- 10-5 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.
- 10-6 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.
- 10-7 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.
- 10-8 Teachers/supervisors shall direct the activities of the paraprofessional assigned to the teacher/supervisor.
- 10-9 Supervision and direction of paraprofessionals working in the general school setting shall be the responsibility of the principal/supervisor.
- 10-10 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 11 - Paraprofessional Files**

- 11-1 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 is 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.
- 11-2 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 12 - Transfer**

- 12-1 A request for a transfer or change in assignment initiated by a paraprofessional will be considered on the basis of whether or not it will be in the best interest of the educational program at both the sending and the receiving schools or work sites.
- 12-2 Job vacancies for positions requiring paraprofessionals in Pay Grades 4 and higher working three (3) hours or more per day, will be published weekly and posted in schools and work sites when authorized by the Department of Human Resources.
- 12-3 Voluntary Transfer requests must be submitted in writing on an approved form. Paraprofessionals 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 request a transfer until the Plan for Improvement is satisfactorily completed.
- 12-4 Recruitment and testing 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: administrative transfers, voluntary transfer requests, other employment requests.

#### **ARTICLE 13 - Summer School**

- 13-1 Paraprofessionals may request appointment to summer school positions, when available.

- 13-2 Summer school positions will first be offered to paraprofessionals who are currently employed by the District and who request such positions.
- 13-3 A posting of known positions for summer school will be sent to schools and work sites one (1) month prior to the end of the school year.
- 13-4 Paraprofessionals appointed to summer school positions may use previously accumulated sick leave.

#### **ARTICLE 14 - Federation**

- 14-1 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.
- 14-2 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 union business shall not interfere with normal work duties of paraprofessionals or other school business and activities.
- 14-3 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.
- 14-4 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 Office of Community Use. 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.
- 14-5 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.

- 14-6 The Board will reimburse employees for clothing or small personal effects damaged or destroyed in the scope and course of employment. The Board will not reimburse employees for such damage or destruction which results from the negligence of the employee.

### **ARTICLE 15 - Personal Injury**

- 15-1 Any paraprofessional 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 principal or supervisor.
- 15-2 Paraprofessional employees are covered by workers' compensation rules and procedures of the District.

### **ARTICLE 16 - Insurance Benefits**

- 16-1 Paraprofessionals shall have the following insurance benefits:
- 16-1-1 Paid Group Life Insurance in the amount of \$2,500 provided the paraprofessional is regularly assigned for 20 or more hours per week in a continuing assignment and has been so employed at least one (1) year.
  - 16-1-2 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 in a continuing assignment and has been so employed at least 75 working days.
  - 16-1-3 Coverage by workers' compensation insurance as provided by Board policy and applicable statutes.
  - 16-1-4 Liability insurance under the District's general liability policy.

### **ARTICLE 17 - Sick Leave**

- 17-1 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.
- 17-2 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.

- 17-3 Sick leave may not be earned during summer school assignments, but paraprofessionals may use previously accumulated sick leave.
- 17-4 Unused sick leave shall be accumulated from year to year.

**ARTICLE 18 - Leave of Absence**

18-1 Leave Days

18-1-1 Personal Leave (Code 3150)

Paraprofessionals shall have one (1) day of personal leave per semester 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.

18-1-2 Negotiated Leave (Code 3200)

Paraprofessionals shall have one (1) day of negotiated leave per semester 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.

18-1-3 Personal Leave Restrictions

18-1-3-1 Leave may be granted for family or business transactions, graduation of a family member, religious holiday, legal transactions, parent-teacher conferences, or an unforeseen emergency.

18-1-3-2 Leave is available for reasons of hardship or other pressing emergency needs as noted above and not merely for personal convenience.

18-1-3-3 Leave may not be used to extend a period of school intermission or used in conjunction with the observance of a school holiday.

18-1-3-4 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.

18-1-3-5 Application for leave purposes other than sick leave shall be submitted to the supervisor on a District-approved form at least five (5) working days in advance, except in case of emergency.

18-1-3-6 Unused Personal Leave (Code 3150) 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.

18-1-3-7 Personal leave is not counted against attendance.

#### 18-1-4 Negotiated Leave Restrictions

18-1-4-1 It is legitimate to limit the use of days before or after holidays unless the principal determines it will not interfere with the educational program.

18-1-4-2 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.

18-1-4-3 Application for leave purposes other than sick leave shall be submitted to the supervisor on a District-approved form at least five (5) working days in advance, except in case of emergency.

18-1-4-4 Leave is not cumulative from year-to-year.

18-1-4-5 Negotiated leave is not counted against attendance.

#### 18-2 Extended Leave

18-2-1 Paraprofessionals may request, in writing, unpaid extended leave for up to three (3) months. At the end of the leave, paraprofessionals may apply for open positions, but are not guaranteed employment. Paraprofessionals may use accumulated sick leave for health related purposes. Use of sick leave does not extend the length of leave.

18-2-2 Paraprofessionals may request, in writing, an unpaid leave of absence for one (1) full school year, by one (1) week prior to the beginning of the school year. The position shall be held at the worksite. In the event of a Reduction in Force (RIF) the paraprofessional shall be subject to the reduction guidelines. Paraprofessionals may use accumulated sick leave for health related purposes. Use of sick leave does not extend the length of leave.

#### 18-3 Maternity, Paternity, and Adoption Leave

18-3-1 When requested in writing, paraprofessional employees may be granted one (1) year of leave without pay for maternity, paternity, or adoption purposes. Upon return, paraprofessionals are guaranteed employment by the District, but must apply for open positions.

18-3-2 Pregnant employees may remain on active service as long as they are able to perform the essential functions of the job.

- 18-3-3 If a question of safety or medical fitness should arise, principals or supervisors may require employees to consult with the Health Services Office and a physician.
- 18-4 Legal Proceedings Leave  
Paraprofessionals shall be granted leave for the time necessary to make required appearances in legal proceedings connected with the paraprofessional's District employment. The paraprofessional shall be required to furnish a subpoena or summons to verify the need for the paraprofessional's absence.
- 18-5 Jury Service  
Paraprofessionals shall be granted leave for required jury service. However, any jury fees received during the regular workday must be turned in to the Office of the Chief Financial Officer.
- 18-6 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).
- 18-7 Federation Leave  
The Board shall grant leave without pay for up to one (1) year 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.
- 18-7-1 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 with the District or as otherwise proscribed in the Agreement.
- 18-8 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.
- 18-9 The District shall pay the registration cost for the Annual State Paraprofessional Conference, not to exceed 100 paraprofessionals per year. These shall be paid to the first 100 applicants who submit their request to the Denver Federation for Paraprofessionals. During any one contract year, registrations will not exceed 100 paraprofessionals, or \$5,000 in total cost. The registration bill is to be submitted to the Department of Human Resources. Supervisors may consider school/mission requirements when releasing paraprofessionals to attend on District time.
- 18-10 Certain District employees are eligible for benefits under the Family and Medical Leave Act (FMLA). The District may require FMLA-eligible employees to utilize their FMLA leave

concurrently with such leave. If the District wishes to require concurrent usage, it will at the time of approving the employee's request for such leave, give the employee 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.

#### **ARTICLE 19 - Personal Health Problems**

19-1 Paraprofessionals who experience personal health problems such as alcoholism, drug abuse, depression, stress, or similar illness, may be referred, to the Denver Public Schools Employee Assistance Program.

#### **ARTICLE 20 - Paraprofessional Behavior**

20-1 Paraprofessionals are required to comply with rules, regulations, policies, procedures, and directions adopted by the Board or its representatives.

20-2 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.

20-3 Nothing in this Article shall limit the Board's right to take appropriate legal action.

#### **ARTICLE 21 - Dues Deduction**

21-1 The Board agrees, upon written employee authorization, to deduct from the pay of such employee membership dues owed the Federation, Colorado Federation of Teachers (AFT/CFT), and its affiliate organizations and forward the same to the Treasurer of the Federation.

21-2 Employee authorization for dues deduction shall be signed and dated on a District approved Denver Federation for Paraprofessionals Salary Deduction Authorization form.

21-2-1 Such dues deduction authorization shall continue from year to year unless the employee wishes to discontinue such authorization.

21-2-2 Said notice to discontinue membership must be made between September 1<sup>st</sup> and September 7<sup>th</sup> 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.

21-3 The Federation shall notify the Board by October 1 of each year if there is a change in the dues rate.

21-4 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 22 - Salary**

22-1 The salary schedule to be in effect on September 1, 2003 will reflect an increase of 2.2%.

22-1-1 Negotiations on salary will be held annually.

22-2 Work site supervisors shall, upon request, inform paraprofessionals of their hourly rate(s) of pay by October 31st of every year.

22-3 The District shall provide a one- (1) time service recognition payment of \$200.00, for the school year 2003-2004, to all paraprofessionals with twenty (2) years or more of service. The payment will be paid with the January 2004 payroll. A paraprofessional must have worked in the December pay period to receive this payment. This service recognition payment will be a subject of negotiation for 2004-2005.

## **ARTICLE 23 - Educational Trust Fund**

23-1 The Board of Education agrees to place \$300,000 in an Educational Trust Fund for the period of this Agreement.

23-1-1 Interest earned from the Trust Fund will be used to pay tuition costs and related expenses for selected paraprofessionals enrolled in college education classes leading to certification as a teacher.

23-2 A joint committee composed of three (3) paraprofessionals appointed by the Federation and three (3) administrators appointed by the superintendent shall receive and review applications. The committee will recommend paraprofessionals who will receive moneys from the Trust Fund.

23-2-1 All recommendations of the joint committee are subject to approval by the superintendent.

## **ARTICLE 24 - In-Service Training**

24-1 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.

24-2 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.

24-3 Participation in all other in-service training programs shall be voluntary and without remuneration.

### **ARTICLE 25 - Staff Reduction**

25-1 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 60 calendar days to have an opportunity for review, consultation and recommendation before any such reduction is finalized.

25-1-1 Normal attrition shall precede any reduction in force.

### **ARTICLE 26 - Flexible Spending Accounts**

26.1 The District shall provide a Flexible Spending Account Program for paraprofessionals.

26.2 Effective January 1, 2004, the District shall contribute thirty-two dollars (\$32.00) per month to a flexible spending account for paraprofessionals working four (4) hours or more per day in a continuing assignment. The District's contribution for 2004 will be prorated for the number of months worked up to a maximum of three hundred eighty-four dollars (\$384.00). The District will pay the administrative costs of the program.

26.3 Paraprofessionals who work four (4) or more hours per day in a continuous assignment will automatically be enrolled in the Health Care Reimbursement Account. Paraprofessionals who wish to participate in the Dependent Care Reimbursement Account must contact the Employee Benefits Department to request a Dependent Care Reimbursement Account Enrollment Form.

26.4 The plan year will be January 1, 2004 through December 31, 2004.

26.5 This program will be administered and conform to all IRS requirements governing flexible spending accounts.

26.6 Paraprofessionals who work 4 to 6.99 hours per day in a continuous assignment are eligible to participate in the Flexible Spending Account Program. There are two enrollment periods per year. Paraprofessionals hired before September 1 will be enrolled during September for an effective date of October 1. Paras hired before February 1 will be enrolled during February for an effective date of March 1.

26.7 Paraprofessionals whose work hours decrease to less than four (4) hours per day in a continuous assignment will no longer be eligible to participate in the Flexible Spending Program. Their eligibility will be ended the first day of the month following the reduction in hours.

26.8 Paraprofessionals who terminate their positions will no longer be eligible to participate in the Flexible Spending Program the first day of the month following termination. Paraprofessionals may not enroll in both the Flexible Spending Account Program and the Health Insurance Program.

## **ARTICLE 27 – Health Insurance Program**

### 27-1 Health Insurance Program

Effective July 1, 2003, the District shall provide all eligible Paraprofessionals, working seven (7) or more standard hours, with a benefit allowance of \$2856.72 per year. The benefits allowance shall be paid in twelve equal monthly payments of \$238.06. Paraprofessionals may use the benefit allowance to purchase benefits approved by the Benefits Board as part of the District's cafeteria plan.

The health insurance plan year will coincide with the District's health insurance contract plan year.

Health 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.

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 \_\_\_\_\_, 2003.

DENVER FEDERATION  
FOR PARAPROFESSIONALS

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

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

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

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Vice-President

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

## APPENDIX A

2003-2004 Paraprofessional Salary Schedule								
Grade	1	2	3	4	5	6	7	8
Step 1	\$ 7.75	\$ 8.05	\$ 8.40	\$ 8.75	\$ 9.40	\$ 10.10	\$ 10.95	\$ 11.70
Step 2	\$ 8.25	\$ 8.55	\$ 8.90	\$ 9.40	\$ 10.05	\$ 10.75	\$ 11.65	\$ 12.50
Step 3	\$ 8.65	\$ 9.00	\$ 9.50	\$ 10.00	\$ 10.60	\$ 11.40	\$ 12.40	\$ 13.25
Step 4	\$ 9.20	\$ 9.60	\$ 10.10	\$ 10.55	\$ 11.25	\$ 12.20	\$ 13.15	\$ 13.95
Step 5	\$ 9.75	\$ 10.10	\$ 10.60	\$ 11.15	\$ 11.95	\$ 12.85	\$ 13.80	\$ 14.80
Step 6	\$ 10.20	\$ 10.60	\$ 11.15	\$ 11.70	\$ 12.50	\$ 13.45	\$ 14.60	\$ 15.55
Step 7	\$ 10.70	\$ 11.15	\$ 11.70	\$ 12.35	\$ 13.15	\$ 14.10	\$ 15.30	\$ 16.40

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT #1  
DENVER PUBLIC SCHOOLS  
AND  
DENVER FEDERATION OF PARAPROFESSIONALS  
JULY 15, 2003**

**DELIVERY OF EDUCATION AND PARAPROFESSIONAL JOBS**

The District and the Federation agree to form a task force to review the status of paraprofessional positions as they relate to educational delivery. Specifically, the goals of the task force will be to:

1. Determine if changes (e.g. classifications, work year) are needed to paraprofessional positions, to improve the quality of education.
2. Determine what systems, policies and/or guidelines are needed to attract and retain paraprofessionals, to achieve goal 1.
3. Recommend more manageable administrative systems.
4. Recommend professional development to improve the quality of education.
5. Identify the proper owner(s) for possible changes.
6. Have final recommendations ready by the end of the 2003-2004 school year.
7. Determine if the work of the task force warrants changes to the contract and make recommendations.

The District and the Federation will each select 4 representatives to be part of the team.

For the District:

For the Federation:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT #1  
DENVER PUBLIC SCHOOLS  
AND  
DENVER FEDERATION OF PARAPROFESSIONALS  
AUGUST 5, 2003**

The District shall pay the cost of the Paraprofessional Assessment Test, one (1) time for each paraprofessional hired during or prior to the school year 2002-2003. This language expires December 31, 2005.

For the District:

For the Federation:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT #1  
DENVER PUBLIC SCHOOLS  
AND  
DENVER FEDERATION FOR PARAPROFESSIONALS (DFP)  
AUGUST 12, 2003**

Instructional Interns who are part of the UNC Urban Education Program are included in the Denver Federation for Paraprofessionals bargaining unit.

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Denver Public Schools

DFP

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT #1  
DENVER PUBLIC SCHOOLS  
AND  
DENVER FEDERATION FOR PARAPROFESSIONALS (DFP)  
AUGUST 12, 2003**

In the event that a Reduction in Force (RIF) is necessary, the following procedure must be used in reducing paraprofessionals:

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

If items 1-4 achieve the required reduction in force, no further steps are necessary. If further reductions are required, impacted paraprofessionals will be identified in the following order:

1. Identify positions held by Instructional Interns (UNC Program).
2. Identify positions that require specialized skills, such as computer and library technician.
3. Review evaluations for the last two (2) years.
4. Determine District seniority as paraprofessional.

This Memorandum of Understanding will be reviewed at the end of the 2003-2004 school year.

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Denver Public Schools

DFP

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT #1  
DENVER PUBLIC SCHOOLS  
AND  
DENVER FEDERATION FOR PARAPROFESSIONALS (DFP)  
AUGUST 12, 2003**

Post-Termination of Paraprofessional Employees

No paraprofessional will be dismissed until he/she has been notified by one of his/her supervisors 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.

If the supervisor decides to proceed with the dismissal and the paraprofessional has been employed with the district past the trial service period as defined by the contract, he/she may request a hearing with the Human Resources department. The paraprofessional must request the hearing within (3) scheduled working days after the effective date of the termination.

If the paraprofessional does not request the hearing within (3) scheduled working days after the termination the paraprofessional has forfeited the right to a HR hearing and the termination decision is final. If the hearing is conducted and the Human Resources department does not uphold the termination, the paraprofessional will be reinstated and will be awarded back pay for the work days missed since the termination date.

The Human Resources decision will be communicated to the employee within five working days of the hearing, unless extraordinary circumstances require additional time.

We, the Federation and the District, agree that this MOU will be reviewed during the 2004-2005 negotiations. The parties agree there will be at least four (4) meetings this school year to discuss issues related to this MOU.

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Denver Public Schools

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DFP

