



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

AGENDA

BOARD OF EDUCATION MEETING

ADMINISTRATION BUILDING
900 GRANT STREET
FIRST FLOOR BOARD ROOM
September 21, 2006

Academic Performance by the East High School's Constitutional Scholars

OPENING OF MEETING – 5:00 p.m.

Call to Order
Pledge of Allegiance
Roll Call

BOARD MEMBER REPORTS

Charter School Presentations to the Board of Education
5:05pm – 5:20pm Denver Collegiate Academy
5:20pm – 5:40pm Colorado Agricultural and Natural Sciences High School
5:40pm – 6:00pm Ricardo Flores Magón Academy

SUPERINTENDENT' REPORTS

Manual High School Update
Recommendations for Teacher Dismissals

CONSENT AGENDA*

Board of Education

Gift Report – *The Board of Education will be asked to accept gifts having a value of \$500 or more.*

Motion to approve Resolution in Opposition of Amendment 39 - *The Board will be asked to approve this resolution to oppose, for the reasons stated in the resolution, Amendment 39. Amendment 39 is a proposal to amend the Colorado Constitution which will appear on the general election ballot this November, and*

* *Items scheduled for action at this meeting are noted in italics*

** *Items for information only*

which would require each school district in Colorado to spend at least 65 percent of its operational expenditures on classroom instruction.

Motion to approve Resolution in Opposition of Referendum J - The Board will be asked to approve this resolution to oppose, for the reasons stated in the resolution, Referendum J. Referendum J is a proposed ballot measure on classroom spending requirements referred by the Colorado General Assembly, which will appear on the general election ballot this November, and would change state law to require each school district in Colorado to spend at least 65 percent of its operational expenditures on instructional and non-instructional services that directly affect student achievement.

Motion to approve Resolution in Opposition of Amendment 38 - the Board will be asked to approve a resolution to oppose, for the reasons stated in the resolution, Amendment 38. Amendment 38 is a proposal to amend the Colorado Constitution, which will appear on the general election ballot this November. Amendment 38 would expand the ability of citizens to propose and challenge laws at all levels of state and local government, including school districts, counties, special districts, authorities and other special purpose government entities.

Finance and Audit Committee

Motion to Ratify the Approval of the Independent Contractor Agreement with Educational Based Services – The Board of Education is being asked to ratify this agreement, which will furnish the District with eight Speech Language Pathologists who provide critical services to students in need.

Motion to Ratify the Approval of the Independent Contractor Agreement with Sewall Child Development Center – The Board of Education is being asked to ratify this agreement, which provides preschool educational services to the District's special education children.

Motion to Approve the Renewal of Software Maintenance and Support to Cayenta – The Board of Education will be asked to approve this motion to provide continued software maintenance and support for the financial systems software.

Motion to Approve Issuing a Purchase Order to Denver Pipefitters JATC – The Board of Education is being asked to approve this motion to allow Emily Griffith Opportunity School to rent the facility, supplies, and equipment for apprenticeship training classes during the 2006-2007 school year.

Chief Operating Officer

Human Resources

Motion to Approve the Personnel Transaction Report – The Board of Education will be asked to approve the Personnel Transaction Report, which contains information regarding employee activity such as appointments, resignations, and transfers.

* Items scheduled for action at this meeting are noted in italics

** Items for information only

Motion to Ratify the Agreement between Denver Public Schools and the Denver Federation for Paraprofessionals (DFP) Effective July 1, 2006 through June 30, 2009. - The Board of Education will be asked to ratify the agreement negotiated between the District and the DFP.

Facilities Management

Motion to approve Use Agreement with the Community College of Denver - The Board of Education will be asked to approve this motion because CCD's current use agreement for Cole Middle School ends on September 30, 2006. The extension will run through June 30, 2007.

Motion to approve acquisition of 35 acre high school site located west of 48th Avenue and Tower Road - The Board of Education will be asked to approve this motion with the State Land Board to acquire the site. DPS is not required to pay for the site.

Denver Public Schools Retirement System

Motion to Amend by Substitution Sections 70.133, 70.1035, 70.1041, 70.1042 and 70.1045 of the Retirement and Benefit Plan – The Board of Education will be asked to approve the amendments in order to comply with the revised regulations under the Internal Revenue Code for Joint and Survivor Annuities. New language will be substituted that generally reduces the amount of the continuing benefit a co-annuitant will receive if such co-annuitant is a non-spouse and there is more than a 10-year age difference between the member and the co-annuitant.

OLD BUSINESS

NEW BUSINESS**

Policy Review

Revised Policy ILBA – District Student Assessment – Staff is submitting a revised Policy ILBA – District Student Assessment for first reading in order to be consistent with the changes made to the applicable laws, regulations, and rules which authorize the implementation of this Policy. The revised policies addresses to district staff expectations and behavior in an ethical manner with respect to assessment.

Repeal/Reenact Policy KF-R – Community Use of School Facilities – Staff is recommending that the District Policy KF-R – Community Use of School Facilities be repealed and reenacted in order to support the Denver Plan which will establish a more open, community friendly, and less costly community use environment.

Chief Operating Officer

Motion To Go Into Executive Session - The Board will be asked to approve the motion to go into Executive Session for the purpose of discussing DAEOP negotiations and legal questions related thereto pursuant to C.R.S. 24-6-402(4)(b) and C.R.S. 24-6-402-(4)(e).

* *Items scheduled for action at this meeting are noted in italics*

** *Items for information only*

ADJOURNMENT

PUBLIC COMMENT – 6:30 – 7:30 p.m.

* *Items scheduled for action at this meeting are noted in italics*
** *Items for information only*

**SEPTEMBER 2006
GIFT REPORT**

AMOUNT	RECIPIENT	DONOR	INTENDED USE OF GIFT
\$1,357.18	Force Elementary School	NikeTown	New playground fund
\$400.00	Skinner Middle School	Elisa Lara	Drum set for band
\$150.00	Skinner Middle School	Lucy wood	Flute for ban
\$230.00	Skinner Middle School	Bridge Steel Company	Mount and install marquee
\$3,081.75	East High School	CSI Capital Management	Purchase of football team shorts/t-shirts
\$5,000.00	George Washington High School	Denver Foundation Grants Account	Support dance program
\$2,769.99	North High School	The Denver Foundation	Reform training for teachers and staff
\$1,000.00	North High School	Douglas J. Kauffman	Black Masque Drama Department trip to Scotland
\$1,000.00	North High School	Fellowship of Christian Athletes	Summer training camp and athletic equipment for football team
\$1,000.00	North High School	G.G. Johnston and Joan McCracken	Black Masque Drama Department trip to Scotland
\$660.00	North High School	Jared Polis Foundation	Black Masque Drama Department trip to Scotland
\$1,000.00	North High School	Benson Mineral Group	Black Masque Drama Department trip to Scotland
\$5,000.00	North High School	General Services Foundation	Black Masque Drama Department trip to Scotland
\$4,500.00	North High School	Denver Foundation Grant Account	Black Masque Drama Department trip to Scotland
\$1,500.00	North High School	Mile High United Way	Black Masque Drama Department trip to Scotland
\$1,000.00	North High School	Wallace M. Ginn	Black Masque Drama Department trip to Scotland
\$1,000.00	North High School	Leroy Matticks	Football team's expenses
\$1,000.00	North High School	J.A. Escobedo	Football team's expenses
\$3,900.00	North High School	Denver Public Schools Foundation	Black Masque Drama Department trip to Scotland
\$35,548.92		It is recommended that these gifts be accepted and that appropriate letters of thanks be sent by the Board of Education President to the donors.	

MOTION

I move that the Board of Education ratify the approval of the Independent Contractor Agreement with Educational Based Services to provide eight Speech Language Pathologists.

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education

Through: Andre Pettigrew, Chief Operating Officer

From: Michael Thomas, Director of Purchasing

Date: September 12, 2006

Subject: Procurement Approval Request #07-010 – Independent Contractor Agreement with Educational Based Services

Scope of Procurement

Provide eight Speech Language Pathologists (SLP), as requested by Student Services.

Rationale for Procurement

The District currently has eight vacant SLP positions, which are classified as difficult to fill. Each pathologist carries a 60-student case load and the District's pathologists are at their limits and are falling behind in servicing the students. Every effort will be made during the year to hire qualified SLPs to fill the vacant positions, but the situation is becoming critical since the students need the services now.

Source of Funding

Expenditures will be paid from Federal Funds.

Procurement Process

An Independent Contractor Agreement has been issued for the provision of these services.

Approval Request

Approval is being requested to ratify approval of the Independent Contractor Agreement with **Educational Based Services**. The estimated contract amount is not to exceed **\$400,000.00**.

The procurement request was reviewed and approved by the Finance and Audit Committee on September 11, 2006.

lz

MOTION

I move that the Board of Education ratify the approval of the Independent Contractor Agreement with Sewall Child Development Center for the provision of preschool educational services to special education children.

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education

Through: Andre Pettigrew, Chief Operating Officer

From: Michael Thomas, Director of Purchasing

Date: September 13, 2006

Subject: Procurement Approval Request #07-011 – Independent Contractor Agreement with Sewall Child Development Center

Scope of Procurement

Provide preschool educational services to special education students.

Rationale for Procurement

Sewall Child Development Center provides preschool educational services to special education students at 46 Head Start sites. They serve over 200 students a year. The District does not have the necessary classrooms for these children.

Source of Funding

Expenditures will be paid from Federal Funds.

Procurement Process

An Independent Contractor Agreement has been issued for the provision of these services.

Approval Request

Approval is being requested to ratify approval of the Independent Contractor Agreement with **Sewall Child Development Center**. The estimated contract amount is not to exceed **\$444,000.00**.

The procurement request was reviewed and approved by the Finance and Audit Committee on September 11, 2006.

lz

MOTION

I move that the Board of Education approve the issuance of a purchase order to Cayenta Canada Corporation to renew the financial systems software maintenance and support for one year.

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education

Through: Andre Pettigrew, Chief Operating Officer

From: Michael Thomas, Director of Purchasing

Date: September 13, 2006

Subject: Procurement Approval Request #07-009 – Renew Cayenta Software Maintenance and Support

Scope of Procurement

Renew the software support and maintenance agreement for the period July 1, 2006, through June 30, 2007.

Rationale for Procurement

The District began using the financial systems software, currently known as Cayenta, in January, 1996. The software is meeting all of the District's needs and there is no economic or technical reason to purchase new software. Renewal of the support and maintenance agreement allows the District to receive system fixes and upgrades and provides the technical assistance that is crucial in maintaining the functionality of the system.

Source of Funding

Expenditures will be paid from the Capital Reserve Fund for Technology Services.

Approval Request

Approval is being requested to issue a purchase order to **Cayenta Canada Corporation** in the amount of **\$293,448.37**.

The procurement request will be reviewed by the Finance and Audit Committee on September 18, 2006.

lz

MOTION

I move that the Board of Education approve the issuance of a purchase order to Denver Pipefitters JATC for apprenticeship training supplies, equipment and facility rental, as requested by E.G. Opportunity School.

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education

Through: Andre Pettigrew, Chief Operating Officer

From: Michael Thomas, Director of Purchasing

Date: September 11, 2006

Subject: Procurement Approval Request #07-008 – Apprenticeship Training; Denver Pipefitters JATC

Scope of Procurement

Rental of the facility and supplies/equipment for apprenticeship training for the 2006-2007 school year.

Rationale for Procurement

Provide instruction to union and non-union apprenticeship programs for pipefitters. Classes are conducted at various sites and E.G. Opportunity School rents the supplies/equipment and the facility for the classes. Fees are determined by the number of students in the classes.

Source of Funding

Expenditures will be paid from E.G. Opportunity School's General Supplies and Site Rental Funds.

Procurement Process

E.G. Opportunity School has entered a purchase requisition online so that a purchase order can be issued after approval has been received.

Approval Request

Approval is being requested to issue a purchase order to **Denver Pipefitters JATC** in the amount of **\$338,040.00**.

The procurement request will be reviewed by the Finance and Audit Committee on September 18, 2006.

lz

MOTION

I move that the Board of Education Ratify the Agreement between Denver Public Schools and the Denver Federation for Paraprofessionals (DFP) Effective July 1, 2006 through June 30, 2009

**TENTATIVE AGREEMENT
BETWEEN
SCHOOL DISTRICT #1
DENVER PUBLIC SCHOOLS
AND
DENVER FEDERATION FOR PARAPROFESSIONALS (DFP)**

The District and DFP have agreed to the following:

The District and the Federation have tentatively agreed to the content of the 2006-2009 Agreement, pending approval by the Board of Education and ratification by the Denver Federation for Paraprofessionals.

DFP Representative

By: *Bernadette Luna*

Date: 9-14-06

DPS District 1 Representative

By: *Jamie B. Landrey*

Date: 9-14-06

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. 14th Avenue
DENVER, COLORADO 80204**

July 1, 2006 – June 30, 2009

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~~ 2006 and shall continue until June 30, ~~2006~~ 2009.

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - Definitions

- 1-1 The term “paraprofessional” as used in this Agreement shall refer to all employees assigned to the negotiations unit authorized by the Board of Education in Resolution 2317 dated June 15, 1987. Categories from Resolution 2317 are teacher aides, bilingual aides, special education aides, CEC paraprofessionals, bus assistants, and security guards.
- 1-2 The term "Board" as used in this Agreement shall mean the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.
- 1-3 The term "Federation" as used in this Agreement shall mean the Denver Federation for Paraprofessionals.
- 1-4 The terms "School District" and "Denver Public Schools" as used in this Agreement shall mean School District No. 1 in the City and County of Denver and State of Colorado.
- 1-5 The term "superintendent" as used in this Agreement shall mean the superintendent of Schools of School District No. 1 in the City and County of Denver and State of Colorado.
- 1-6 The term "school year" as used in this Agreement shall mean the officially adopted school calendar.
- 1-7 The term "principal" as used in this Agreement shall mean the head administrator of a school.
- 1-8 The term "supervisor" as used in this Agreement shall mean an administrator, manager, or supervisor who evaluates the performance of a paraprofessional.
- 1-9 The term "day" as used in this Agreement shall mean a calendar day, unless otherwise stated.

~~ARTICLE 1 - Definition~~

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- ~~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, ~~2009~~5 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, ~~2003-2006~~to June 30, ~~2006~~2009, except that this Agreement shall terminate on June 14, ~~2005~~2008, 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- 2007~~ and ~~2005- 2008~~ unless mutually agreed upon between the parties, except for the negotiations on salary for September 1, ~~2004-2007~~ and September 1, ~~2005 2008~~. 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 ~~is presented at the appropriate level within ten (10) school days 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. ~~No grievance shall be recognized at Level Two unless it is filed with the Department of Human Resources within ten (10) school 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. 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) school 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 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 ~~1~~One- ~~Principal or Appropriate~~ 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 ten (10) school 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 Paraprofessional 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 Department of Human Resources and the Federation. The Department of Human Resources will assign a tracking number to the grievance and distribute copies of the Grievance Disposition Form to the Instructional Superintendent and the President of the Denver Federation for Paraprofessionals.

6-4-3 Level Two - District Representative

The Human Resources Director or designated District Representative will meet with the appropriate Federation Representative, the paraprofessional and the supervisor to attempt to facilitate a resolution. Such meeting will take place within ten (10) school days after receipt of the written grievance by the Department of Human Resources. 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 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) school 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 Instructional Superintendent 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 ten (10) school days after the Department of Human Resources has conducted the Level Two meeting on the grievance, the aggrieved person may, within five (5) school 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 ten (10) school 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) school 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) school 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 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 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 1.

~~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 –Working Conditions

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

7-1-1 Paraprofessionals who work four (4) or more hours shall be given a paid 15-minute break. Paraprofessionals who work eight (8) hours shall be given two paid 15-minute breaks.

7-1-2 Paraprofessionals scheduled to work four (4) or more consecutive hours in a day may request and receive an unpaid 30-minute lunch break. The lunch break will, to the extent possible, be duty free. If the lunch break is not duty free, the time must be paid.

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

7-3 Paraprofessionals required to work more than 40 hours in a week will be paid time and one-half for hours beyond 40. Such additional hours must have prior approval of the supervisor.

7-4 Paraprofessionals who are scheduled to work additional days such as parent conference days shall be compensated at their regular rate of pay.

7-5 A paraprofessional may substitute for a teacher only if the paraprofessional has been approved for hire as a substitute teacher through the Human Resources Department. Any paraprofessional who agrees to cover a class as a substitute teacher will not be eligible for his/her regular pay during the time she/she substitutes for a teacher. He/She will be paid at the established substitute teacher rate. The length of time a paraprofessional may substitute for a teacher shall not exceed three (3) consecutive school days. Extending the assignment beyond three (3) consecutive school days must be agreed to in writing by the building administrator and the paraprofessional.

7-6 A paraprofessional required to participate in a field trip as a part of his/her regularly scheduled duties shall not be required to pay an admission or transportation fee.

7-7 When a paraprofessional is required by the supervisor to perform duties outside of the regular area of assignment (such as IEP conferences, testing, fieldtrips, etc), the time away from the regular assignment shall not be considered an absence or construed negatively against any employee.

7-8 District and School Closures

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

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

7-9 Transportation Bus Assistants (Paraprofessionals)

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

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

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

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

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

7-9-6 When a new route becomes available which is seven (7) hours or more, the work assignment will be offered to the most senior terminal bus assistant with less than seven (7) hours. New routes of seven (7) hours or more will be posted for three (3) working days.

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

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

~~7-6 A paraprofessional may substitute for a teacher only if the paraprofessional has been approved for hire as a substitute teacher through the Human Resources Department. Any paraprofessional who agrees to cover a class as a substitute teacher will not be eligible for his/her regular pay during the time she/she substitutes for a teacher. He/She will be paid at the established substitute teacher rate. The length of time a paraprofessional may substitute for a teacher shall not exceed three (3) consecutive school days. Extending the assignment beyond three~~

~~(3) consecutive school days must be agreed to in writing by the building administrator and the paraprofessional.~~

ARTICLE 8—Continuation of Employment

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

~~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 8 - Uniforms

8-1 School based security personnel required to wear specific clothing items will be furnished such items.

8-1-1 Maintenance of required clothing items shall be the responsibility of the paraprofessional employee.

8-2 Security personnel other than those assigned to schools shall be furnished required clothing and equipment items.

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

8-2-2 Maintenance of required clothing items shall be the responsibility of the paraprofessional employee.

~~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 9 - Appraisal

9-1 Appraisal of paraprofessional employees' performance shall be conducted in accordance with acceptable personnel practice.

9-2 Paraprofessional employees shall have at least one (1) performance appraisal each year. The appraisal shall be completed within 45 days of the end of the school year.

9-2-1 Teachers and other non-administrative personnel may be involved in appraisal procedures for paraprofessionals, but finalization of appraisals is an administrative responsibility.

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

9-2-3 The procedures and evaluation forms to be utilized for paraprofessional performance appraisal shall be discussed with paraprofessionals prior to initiation of each appraisal period.

9-2-3-1 Paraprofessionals beginning their duties by October 15 shall have their appraisal process discussed not later than November 1.

9-2-4 Paraprofessionals will be given a copy of the appraisal report and will discuss such report with the Principal, Department Head or designee preparing the report. The appraisal shall be signed by the Principal, Department Head or designee who has prepared the appraisal.

9-2-5 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.

9-2-6 Paraprofessional employees may reply to their performance appraisal and have such reply attached to the appraisal.

9-3 Appraisal of classroom paraprofessionals working under the supervision of classroom teachers is a joint responsibility of the classroom teacher(s) and the principal.

9-4 Appraisal of paraprofessionals working in other than classroom assignments shall be done by the appropriate supervisor.

- 9-5 In the event that a teacher/supervisor deems a paraprofessional is not performing adequately, the teacher/supervisor shall first discuss the problem with the paraprofessional.
- 9-6 Any evaluation 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. The Plan for Improvement shall be given within 45 days of the end of the school year.
- 9-7 In the event the paraprofessional does not improve adequately during a reasonable period of time, the matter will be referred to the principal or supervisor for appropriate action.
- 9-8 Teachers/supervisors shall direct the activities of the paraprofessional assigned to the teacher/supervisor.
- 9-9 All paraprofessionals must serve a 75-working day trial period. Until the paraprofessional completes the 75-working day trial period, the employee has no contractual rights under the Agreement.

ARTICLE 10 -- 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. The appraisal shall be completed within 45 days of the end of the school 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, Department Head or designee~~

~~preparing the report. The appraisal shall be signed by the Principal, Department Head or designee who has prepared the appraisal.~~

~~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. The Plan for Improvement shall be given within 45 days of the end of the school year.~~

~~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 10 - Paraprofessional Files

~~10-1 Paraprofessional permanent central office files shall be maintained under the following conditions:~~

- a. Materials originating within the District and placed in permanent central office files shall, upon request, be available for review by the paraprofessional. The paraprofessional may request and receive copies of such file documents in a manner consistent with District procedures and applicable statutes.
- b. Materials originating within the District including written warnings and reprimands and which 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.

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 -- 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 11 - Transfer

11-1 Job vacancies for positions requiring paraprofessionals in Pay Grades four (4) and higher working three (3) hours or more per day, shall be posted in-building/department and on the District web site when authorized by the Department of Human Resources.

11-1-1 Qualified paraprofessionals shall be considered for any increase in work hours at their work site prior to the assignment of new personnel at the work site.

11-2 Paraprofessionals transferring to another position must give their supervisor a minimum of two (2) weeks notice before the transfer is effective. If a paraprofessional is currently on a Performance Improvement Plan, he/she cannot transfer until the Plan for Improvement is satisfactorily completed.

11-3 Recruitment of paraprofessionals by the Department of Human Resources shall continue as under present Department procedures except that priority of consideration for assignment to unposted vacancies shall be in this order: voluntary transfer requests, other employment requests.

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 12 - Summer School

~~12-1 Paraprofessionals may apply for summer school positions, when available.~~

~~12-2 Summer school positions will first be offered to paraprofessionals who are currently employed in good standing by the District, and who apply for such positions.~~

~~12-3 Known positions for summer school will be posted as soon as possible by the school or department. Positions for school-specific programs may be posted at the school location. District-wide positions will be posted on the District web site, <http://hr.dpsk12.org>.~~

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

ARTICLE 13 - 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 13 - Federation

~~13-1 The Federation shall have the right to have a representative, or representatives, at each school or work site as provided in the current Federation bylaws. The Federation shall provide a current copy of its bylaws to the Board.~~

~~13-2 Federation representative(s) shall have the right to schedule meetings before or after school with advance arrangements approved by the school principal or work site supervisor and the Department of Facility Management. Arrangements for and conduct of such meetings or any other union business shall not interfere with normal work duties of paraprofessionals or other school business and activities.~~

13-3 Federation representatives and members shall not conduct Federation business during their work time or the work time of another employee with whom they are dealing.

13-4 Insofar as financially practicable, the Federation shall have the following:

- a. Bulletin board space at each school or work site.
- b. The use of meeting rooms in schools or other work sites subject to advance arrangement through the Community Use of Facilities office. Such use shall be without any rental charge except when such use requires additional District expenditures.
- c. Use of school mail subject to applicable district regulations.
- d. Use of mailboxes for paraprofessionals at each school or work site, as available.

13-5 The Federation shall be provided, upon written request, a list of paraprofessional employees. Said list will be provided twice annually. The list will include the name and location of employees.

ARTICLE 14 -- 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.~~

~~e. 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 14 - Personal Injury

14-1 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 supervisor.

14-2 Paraprofessional employees are covered by workers' compensation rules and procedures of the District.

ARTICLE 15 - Sick Leave

15-1 Sick leave is provided to give a reasonable amount of protection for employees and the District so that employees will not feel compelled to attend their duties when it is unwise for them to do so. Sick leave days may be used for personal illness, illness of an immediate family member, or for the death of family members or friends.

15-2 Paraprofessionals shall earn sick leave hours each payroll period, provided they are regularly assigned to 20 or more hours per week in a continuing assignment. Sick leave hours will be based on the number of hours regularly scheduled to work in a day. To receive sick leave, a paraprofessional must receive pay for hours worked during a payroll period.

15-3 Sick leave may not be earned during summer school assignments, but paraprofessionals may use previously accumulated sick leave.

~~15-4 Unused sick leave shall be accumulated from year to year~~

~~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 16 - Leave of Absence

16-1 Leave Days

16-1-1 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.

16-1-2 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.

16-1-3 Personal Leave Restrictions

16-1-3-1 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.

16-1-3-2 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. Personal Leave may not be used during a summer school assignment.

16-1-3-3 Application for leave purposes other than sick leave shall be submitted in writing to the supervisor at least five (5) working days in advance, except in case of emergency. No reason is required when requesting Personal Leave.

16-1-3-4 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.

16-1-3-5 Personal leave is not counted against attendance.

16-1-4 Negotiated Leave Restrictions

16-1-4-1 It is legitimate to limit the use of days before or after holidays unless the supervisor determines it will not interfere with the educational program.

16-1-4-2 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.

16-1-4-3 Application 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.

16-1-4-4 Unused Negotiated Leave (Code 3200) will be converted to sick leave on a yearly basis. The conversion rate is the number of hours per day the paraprofessional is working at the time of the conversion.

16-1-4-5 Negotiated leave is not counted against attendance.

16-2 Extended Leave

16-2-1 Paraprofessionals may request, in writing, to the supervisor, 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.

16-2-2 Paraprofessionals may request, in writing, to the supervisor, 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 extent the length of leave.

16-3 Maternity, Paternity, and Adoption Leave

16-3-1 Paraprofessionals may request, in writing, unpaid leave of absence for up to one (1) year for maternity, paternity, or adoption purposes. If the leave is for less than one (1) full school year or for one (1) calendar year, paraprofessionals may apply for open positions, but are not guaranteed employment. If the leave is for one (1) school year, refer to Article [16-2-2](#).

16-4 Certain District DFP employees are eligible for benefits under the Family and Medical Leave Act (FMLA). The District shall require FMLA-eligible employees to utilize their FMLA leave concurrently with other medical/maternity/paternity leaves. The District shall, at the time of approving the employee's request for medical/maternity/paternity 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.

16-5 Military Leave/Reserve Duty

Employees granted a military leave of absence are reinstated and paid in accordance with the laws governing veterans' re-employment rights. Board Policy GDCD-Support Staff Military Leave also applies.

16-6 Legal Proceedings Leave

Paraprofessionals shall be granted paid leave for the time necessary to make required appearances in legal proceedings connected with the paraprofessional's District employment. The paraprofessional shall be required to furnish a subpoena or summons to verify the need for the paraprofessional's absence.

16-7 Jury Service

Paraprofessionals shall be granted paid leave for required jury service. Any jury fees received during the regular workday must be turned in to the Disbursing Office.

16-8 Educational Leave

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

16-9 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 that otherwise would have been obtained.

16-9-1 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 on behalf of ~~with~~ the District or as otherwise prescribed in the Agreement.

16-10 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.

16-11 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. Paraprofessionals may request use of accrued leave time. If no accrued time is available, an approved leave is unpaid. 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. Any monies remaining after payment of Annual State Paraprofessional Conference registration costs may be used for Paraprofessional Recognition, up to \$5,000 in total cost.

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 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.~~

~~18-1-3-2 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.~~

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

~~18-1-3-4 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.~~

~~18-1-3-5 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, to the Principal/Department Head or designee, 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, to the Principal/Department Head or designee, 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 extent the length of leave.~~

~~18-3—Maternity, Paternity, and Adoption Leave~~

~~18-3-1 Paraprofessionals may request, in writing, unpaid leave of absence for up to one (1) year for maternity, paternity, or adoption purposes. If the leave is for less than one (1) full school year or for one (1) calendar year, paraprofessionals may apply for open positions, but are not guaranteed employment. If the leave is for one (1) school year, refer to Article 18-2-2.~~

~~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 17 - Professional Conduct

17-1 Paraprofessionals are required to comply with rules, regulations, policies, procedures, and directions adopted by the Board or its representatives and any lawful direction by a District manager or supervisor.

17-2 Paraprofessionals are expected to use appropriate channels of communication for comments, suggestions, grievances and other professional matters. Such channels include normal administrative channels, the grievance procedure, paraprofessional organization representatives, and negotiations.

17-3 Paraprofessionals, administrators and supervisors recognize the importance of treating each other with professionalism, dignity and respect and any lawful direction by a District manager or supervisor. Issues related to a paraprofessional's employment and/or discipline shall be discussed privately with the paraprofessional.

17-4 Paraprofessionals shall, upon request, be permitted to have a school or work site representative of the Federation present when disciplinary action is to be taken.

17-5 Nothing in this Article shall limit the Board's right to take appropriate legal action.

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 18 - Dues Deduction

18-1 The Board agrees, upon written employee authorization, to deduct from the pay of such employee membership dues owed the Federation, AFT Colorado (American Federation of Teachers for Colorado), and its affiliate organizations and forward the same to the Treasurer of the Federation.

18-2 Employee authorization for dues deduction shall be signed and dated on a District approved Denver Federation for Paraprofessionals Salary Deduction Authorization form.

18-2-1 Such dues deduction authorization shall continue from year to year unless the employee wishes to discontinue such authorization.

18-2-2 Said notice to discontinue membership must be made between September 1st and September 7th of each year. Said notice must be completed at the Federation office on a District approved Revocation of Dues Deduction Form. The Federation shall deliver said notice to the District by October 9 of each year.

18-3 The Federation shall notify the Board by October 1 of each year if there is a change in the dues rate.

18-4 A service charge of 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 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 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.~~

~~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 19 – Compensation

19-1 The salary schedule to be in effect on September 1, 2006 will reflect the following changes from the 2005-2006 schedule:
Steps one (1) through six (6) will reflect an increase of \$0.22.

Step seven (7) will reflect an increase of \$0.66.

Steps one (1) through seven (7) will reflect an additional increase of \$0.50 for positions classified as instructional.

Paraprofessionals employed prior to March 1, 2006 who are on steps one (1) through six (6) will receive a step increase.

19-1-1 Negotiations on salary will be held annually.

19-2 Paraprofessionals may obtain information about their hourly rate(s) of pay by October 31st of every year by accessing SEA Employee Self-Service.

19-3 The District shall provide a service recognition payment of \$200.00 to all paraprofessionals with twenty (20) years of service by December 1 of each calendar year. The payment will be paid with the January payroll. A

paraprofessional must have worked in the December pay period to receive this payment.

19-4 Market Compensation

On an annual basis, the District and the Union will meet to analyze the market competitiveness of the salary schedule and make recommendations as appropriate. The charge of the group will be to:

1. Review and prioritize recommendations.
2. Develop specifics for each of the recommendations.
3. Identify costs associated with each recommendation.

Once recommendations are developed, the classified unions in the district and DASA will elect two members to a Joint Task Force. The charge of the Task Force is to make budgetary recommendations to the Board of Education along with possible funding sources for achieving said recommendations. The district will provide the joint task force with budget data in the format requested by the task force.

Recommendations will be presented by the Joint Task Force to the Board of Education by January 31, 2007. The Board of Education shall consider the recommendations of the Joint Task Force.

ARTICLE 20 - Educational Trust Fund

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

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

20-2 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.

20-2-1 All recommendations of the joint committee are subject to approval by the superintendent.

ARTICLE 21 - In-Service Training

21-1 If there is District required in-service training prior to assignment to specific jobs, paraprofessionals will be compensated for such in-service training at the current minimum wage.

21-2 If there is additional District required in-service training after assignment to a specific job, such in-service will be compensated at the paraprofessional's current hourly rate of pay.

21-3 Participation in all other in-service training programs shall be voluntary and without remuneration.

ARTICLE 22 - Staff Reduction

22-1 If the Board anticipates a reduction in staff, the District will notify the Federation of such proposed reduction and the reason(s) therefore, and the Federation will be given 60 calendar days to have an opportunity for review, consultation and recommendation before any such reduction is finalized.

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

ARTICLE 22 - Salary

~~22-1 The salary schedule to be in effect on September 1, 2004 will reflect an increase of \$0.10 to step 7 for grades 1 through 8.~~

~~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 2004-2005, to all paraprofessionals with twenty (20) years of service by December 1, 2004. The payment will be paid with the January 2005 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 2005-2006.~~

ARTICLE 23 - Post-Termination Hearing

23-1 No paraprofessional will be dismissed until he/she has been notified by his/her supervisor of the supervisor's intent to recommend dismissal to the Superintendent or his/her designee. The supervisor will inform the paraprofessional of the grounds for the recommended dismissal and will give the paraprofessional a reasonable opportunity to respond.

23-2 If the supervisor proceeds with the dismissal and the paraprofessional has been employed with the District past the 75-working day trial service period, he/she may request a hearing with the Human Resources Department. The paraprofessional must request the hearing within three (3) scheduled working days after the effective date of the termination.

23-3 If the paraprofessional does not request the hearing within three (3) scheduled working days after the termination the paraprofessional 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 paraprofessional shall be reinstated and shall be awarded back pay for the work days missed since the termination date.

23-4 The Human Resources decision will be communicated to the employee within five (5) working days of the hearing, unless extraordinary circumstances require additional time.

ARTICLE 23-24- Benefits

2324-1 Employee Assistance Program

Paraprofessionals who experience personal health problems such as alcoholism, drug abuse, depression, stress, or similar illness, may be access the Denver Public Schools Employee Assistance Program. Contact information is available at <http://hr.dpsk12.org/benefits/eap.shtml>.

2324-2 Flexible Spending Accounts

2324-2-1 The District shall provide a Flexible Spending Account Program for paraprofessionals.

2324-2-2 Effective January 1, 2007 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 2007 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.

2324-2-3 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.

2324-2-4 The plan year will be January 1, 2007 through December 31, 2007.

2324-2-5 This program will be administered and conform to all IRS requirements governing flexible spending accounts.

2324-2-6 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.

2324-2-7 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 Account Program. Their eligibility will be ended the first day of the month following the reduction in hours.

2324-2-8 Paraprofessionals who terminate their positions will no longer be eligible to participate in the Flexible Spending Account Program the first day of the month following termination. Paraprofessionals may not receive both the Flexible Spending Account Contribution and the Flex Dollar Amount (26-3).

2324-3 Flex Dollar Amount

2324-3-1 Effective July 1, 2006, the District shall provide all eligible Paraprofessionals, working seven (7) or more standard hours, with a flex dollar amount of \$3,189.84 per year. The flex dollar amount shall be paid in twelve equal monthly payments of \$265.82. Paraprofessionals may use the flex dollar amount to purchase benefits approved by the Benefits Board as part of the district's cafeteria plan.

2324-3-2 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.

2324-4 Additional Benefits

2324-4-1 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.

2324-4-2 Effective January 1, 2007 paid Group Life Insurance and Accidental Death and Dismemberment Insurance in the amount of two (2) times annual school year salary will be provided to each paraprofessional who is regularly assigned for 35 or more hours per week in a continuing assignment and who has been so employed at least 90 calendar days. The district will pay the full cost of premiums.

2324-4-3 An option to join a district approved health plan, at the employee's own expense provided the paraprofessional is regularly assigned for 20 or more hours per week in a continuing assignment and has been so employed at least 75 working days.

2324-4-4 Coverage by workers' compensation insurance as provided by Board policy and applicable statutes.

2324-4-5 Liability insurance under the District's general liability policy.

2324-5 Benefits Board

2324-5-1 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.

2324-5-2 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.

2324-5-3 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, Denver Federation for Paraprofessionals, 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 25 – Property Damage

- 25-1 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.
- 25-2 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.
- 25-3 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 ~~their~~ his/her employment.
- 25-4 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 September 1, 2005~~6~~ through August 31, 2006~~7~~ 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 24-26- Miscellaneous

2426-1 District Policies

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

ARTICLE 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, 2005, 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 2005 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, 2005 through December 31, 2005.~~

~~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, 2004, the District shall provide all eligible Paraprofessionals, working seven (7) or more standard hours, with a benefit allowance of \$3,189.84 per year. The benefits allowance shall be paid in twelve equal monthly payments of \$265.82. 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 _____, 200~~3~~⁶.

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

2004-2005 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	\$ 10.80	\$ 11.25	\$ 11.80	\$ 12.45	\$ 13.25	\$ 14.20	\$ 15.40	\$ 16.50

APPENDIX A

2006-2007 Instructional Paraprofessional Salary Schedule								
Grade	1	2	3	4	5	6	7	8
Step 1	\$ 8.47	\$ 8.77	\$ 9.12	\$ 9.47	\$ 10.12	\$ 10.82	\$ 11.67	\$ 12.42
Step 2	\$ 8.97	\$ 9.27	\$ 9.62	\$ 10.12	\$ 10.77	\$ 11.47	\$ 12.37	\$ 13.22
Step 3	\$ 9.37	\$ 9.72	\$ 10.22	\$ 10.72	\$ 11.32	\$ 12.12	\$ 13.12	\$ 13.97
Step 4	\$ 9.92	\$ 10.32	\$ 10.82	\$ 11.27	\$ 11.97	\$ 12.92	\$ 13.87	\$ 14.67
Step 5	\$ 10.47	\$ 10.82	\$ 11.32	\$ 11.87	\$ 12.67	\$ 13.57	\$ 14.52	\$ 15.52
Step 6	\$ 10.92	\$ 11.32	\$ 11.87	\$ 12.42	\$ 13.22	\$ 14.17	\$ 15.32	\$ 16.27
Step 7	\$ 11.96	\$ 12.41	\$ 12.96	\$ 13.61	\$ 14.41	\$ 15.36	\$ 16.56	\$ 17.66

2006-2007 Non-Instructional Paraprofessional Salary Schedule

<u>Grade</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Step 1</u>	<u>\$ 7.97</u>	<u>\$ 8.27</u>	<u>\$ 8.62</u>	<u>\$ 8.97</u>	<u>\$ 9.62</u>	<u>\$ 10.32</u>	<u>\$ 11.17</u>	<u>\$ 11.92</u>
<u>Step 2</u>	<u>\$ 8.47</u>	<u>\$ 8.77</u>	<u>\$ 9.12</u>	<u>\$ 9.62</u>	<u>\$ 10.27</u>	<u>\$ 10.97</u>	<u>\$ 11.87</u>	<u>\$ 12.72</u>
<u>Step 3</u>	<u>\$ 8.87</u>	<u>\$ 9.22</u>	<u>\$ 9.72</u>	<u>\$ 10.22</u>	<u>\$ 10.82</u>	<u>\$ 11.62</u>	<u>\$ 12.62</u>	<u>\$ 13.47</u>
<u>Step 4</u>	<u>\$ 9.42</u>	<u>\$ 9.82</u>	<u>\$ 10.32</u>	<u>\$ 10.77</u>	<u>\$ 11.47</u>	<u>\$ 12.42</u>	<u>\$ 13.37</u>	<u>\$ 14.17</u>
<u>Step 5</u>	<u>\$ 9.97</u>	<u>\$ 10.32</u>	<u>\$ 10.82</u>	<u>\$ 11.37</u>	<u>\$ 12.17</u>	<u>\$ 13.07</u>	<u>\$ 14.02</u>	<u>\$ 15.02</u>
<u>Step 6</u>	<u>\$ 10.42</u>	<u>\$ 10.82</u>	<u>\$ 11.37</u>	<u>\$ 11.92</u>	<u>\$ 12.72</u>	<u>\$ 13.67</u>	<u>\$ 14.82</u>	<u>\$ 15.77</u>
<u>Step 7</u>	<u>\$ 11.46</u>	<u>\$ 11.91</u>	<u>\$ 12.46</u>	<u>\$ 13.11</u>	<u>\$ 13.91</u>	<u>\$ 14.86</u>	<u>\$ 16.06</u>	<u>\$ 17.16</u>

INSTRUCTIONAL

<u>Lawson Job Code</u>	<u>Job Title</u>
7002	COMPUTER LAB TECHNICIAN 00
7003	SR. COMPUTER LAB TECH 00
7007	LIBRARY MEDIA CENTER 00
7008	SR. LIBRARY MEDIA CENTER 00
7009	ELA GENERAL ASSIGNMENT 00
7012	LANGUAGE LAB 00
7029	SPEC ED ASST, MILD/MODERATE 00
7030	SPEC ED ASST, SEVERE/PROFND 00
7032	SEVERE/PROFOUND/COMM ASST 00
7033	MILD/MODERATE/COMM ASST 00
7034	SPEC ED ASST, BEHAVIOR MGT 00

NONINSTRUCTIONAL

<u>Lawson Job Code</u>	<u>Job Title</u>
7000	CAMPUS SECURITY OFFICER 00
7001	GENL FACILITY SEC OFFICER 00
7004	CHANNEL 22 TECHNICAL ASST 00
7005	HEALTH TECHNICIAN 00
7006	OFFICE MACHINE OPERATOR 00
7010	ELA TRANSLATOR/INTERPRETER 00
7011	ELA CENTRAL OFFICE 00
7013	GENERAL OFFICE 00
7014	STUDENT MONITOR 00
7026	OCC/PHYSICAL THERAPIST TECH 00

7037	READING & WRITING ASST 00
7043	PASSROOM 00
7044	AFTER SCHOOL TUTOR 00
7045	EARLY CHILDOOD EDUCATION 00
7047	GENERAL ASSIGNMENT 00
7048	TUTOR PARAPROFESSIONAL 00
7049	GIFT&TALENTED, GENERAL ASSG 00
7050	INDIAN FOCUS PARA 00
7054	SCHOOL-TO-CAREER 00
7056	TECH PREP RESOURCE 00
7058	TRUANCY PROGRAM TRANSITION 00
7059	KINDER INTERV (KIP) ASST 00
7060	EXTENDED DAY KINDER ASST 00
7061	ACADEMIC SKILLS CENTER PARA 00
7062	TITLE I ELEMENTARY PARA 00
7064	BRONCO ACADEMY ASST 00
7088	PIANO ASST 00
7089	DANCE ASST 00
7090	PRODUCTION ASST 00
7093	VOCAL MUSIC ASST 00
7094	INSTRUMENTAL MUSIC ASST 00
7095	CREATIVE WRITING ASST 00
7096	DRAMA ASST 00
7097	STAGE CRAFT & DESIGN ASST 00
7098	VISION ITINERANT ASST 00
7100	BALARAT ASSISTANT 00
7101	STUDY HALL ASSISTANT 00
7102	SUMMER SCHOOL PARA 00
7110	ELA READING & WRITING PARA 00
7116	CAREER EDUCATION PARA 00
7123	TRANSITIONAL TUTOR PARA 00
7130	HEALTH OCCUPATIONS PARA 00

7028	SPEC ED ASST, BRAILLE INTER 00
7040	PROGRAMS ASST 00
7041	SOCIAL WORKER ASST 00
7042	STUDENT ADVISOR'S ASST 00
7051	SPECIAL NEEDS, BUS ASST 00
7066	SR TOOLROOM 00
7067	TOOLROOM 00
7068	PRE-SCHOOL AIDE 00
7069	TEST ADMINISTRATOR 00
7070	TEST ADMIN ASST 00
7074	REGISTRAR 00
7076	FINANCIAL AID OFFICER 00
7079	PARENT ED TEACHER ASST 00
7080	STATISTICIAN 00
7081	COMPUTER SYSTEM OPERATOR 00
7091	COMM-SCHOOL LIAISON 00
7099	SCHEDULING/COMPUTER LAB 000
7117	STUDNT PARNT FAMLTY INVOLVMT 00
7120	COUNSELING SUPPORT PARA 00
7125	CHILD CARE GROUP LEADER 00
7127	CHILD CARE GRP LDR, SENIOR 00
7200	SPEC ED PARA SUB/SEV- PROFND 00
7210	VOCATIONAL TRANSITION PARA 00

<u>7135</u>	<u>INSTRUCTIONAL/TRANSPORTATION</u>
<u>7201</u>	<u>ECE PARA SUBSTITUTE 00</u>
<u>7220</u>	<u>ITINERANT SPECIAL ED PARA 00</u>
<u>7300</u>	<u>LIBRARY TECH I</u>

APPENDIX B

Paraprofessionals working seven (7) or more standard hours per day are eligible to join the Classified Sick Leave Bank (CSLB). The guidelines and procedures are below:

DENVER PUBLIC SCHOOLS CLASSIFIED SICK LEAVE BANK (CSLB) SICK LEAVE BANK

For

Pro-Techs, Non-Affiliated Employees, Paraprofessionals (working 7 or more standard hours per day) and Facility Managers

Guidelines and Procedures

The Board of Education supports a Sick Leave Bank (SLB) on a voluntary basis for the following employee groups: Pro-Tech, Non-Affiliated, Paraprofessionals (working 7 or more standard hours per day), and Facility Managers.

The purpose of the SLB is to provide to eligible employees who have exhausted all of their accumulated sick leave the means of obtaining additional sick leave days upon proper approval of the Sick Leave Bank Approval Committee (SLBAC), thus allowing employees time to be restored to health so that they may return to work with the District. It is not the intent of the SLB to provide additional days off for elective surgery, in lieu of a health leave, or prior to retirement or resignation.

Any Pro-Tech employee, Non-affiliated employee, Paraprofessional (working 7 or more standard hours per day), and/or Facility Manager is eligible to join if the employee

- is a full time, contract employee or an hourly employee who has completed one year of service at an assignment of 40 hours per week (35 hours per week for Paraprofessionals), and
- accrues cumulative sick leave.

Membership

Each member initially enrolling in the CSLB/DPS SLB will automatically donate two (2) days of applicant's cumulative sick leave the first year of membership. Yearly open enrollment for new members will be from November 15th to December 15th.

Members automatically will be re-enrolled on January 1 of consecutive years; one (1) day will be automatically donated from member's cumulative sick leave unless revocation of membership is received in writing by the SLBAC by October 31 of that year. Paraprofessionals will eligible for re-enrollment if they are working 7 or more standard hours per day. If a Paraprofessional's work hours fall below 7 hours per day, membership in the Sick Leave Bank will cease as of the end of that month. The Paraprofessional will be eligible to re-enroll only during the regular open enrollment time for the Sick Leave Bank. Members must have at least one day of personal sick leave accumulated as of December 15th. Members will be notified of their automatic re-enrollment by January 1st.

Contributed days will not be returned to members for any reason.

Once membership is revoked, reapplication for membership will be considered as initial (new); two (2) days will be deducted from cumulative sick leave.

No further contributions, except from new members, will be required until the total number of days in the bank falls below one-third (1/3) of the number of members enrolled. At that time each current member will be assessed one additional day per year. Members will be notified prior to the deduction, should it be necessary.

All new enrollees must have at least two days of personal sick leave accumulation as of December 1 in order to become a member of the SLB.

Newly hired full-time contract employees will be able to enroll in the Bank within 30 days of the beginning of contracted service with the District.

Employees returning from leave will be able to enroll in the Bank within thirty (30) days of return to service.

Yearly open enrollment for new members, other than new employees, will be from November 1-30. Applications for membership must be received no later than November 30.

Application

Application by CSLB members for use of the bank must be submitted in writing on the Application for Sick Leave Bank Assistance (Form 2) and accompanied by the Sick Leave Bank Physician's Statement (Form 3) completed by the employee's own duly licensed physician. Application may be made by the bank member or by a family member, friend, or co-worker in the case of severe disability or illness.

Prior to the submission of an application to the SLBAC, the applicant must use all accumulated sick leave.

A member must submit the application for use of the bank no later than thirty (30) days after the first sick leave bank day requested. In reviewing requests for bank leave, the committee will count back 30 calendar days from the date the request was received and rule ineligible any days requested prior to that date.

Should the SLBAC determine that a member may be drawing sick leave bank days fraudulently, that member shall be notified and accorded due process. He/she shall be required to repay all fraudulently obtained days and shall be prohibited from receiving benefits for a period of two years.

All applications for usage will be considered by the committee at regularly scheduled meetings to be held during the first week of the month. The Denver Public Schools Payroll and Business Services Department will be notified of all days granted by the SLBAC before the tenth of the month to ascertain that, in as many cases as possible, the awarding of days will be reflected in the applicant's regular payroll check for that month.

Administration

The Sick Leave Bank will be governed by the Sick Leave Bank Approval Committee (SLBAC).

The SLBAC shall consist of one representative from each of the covered employee groups.

A report to the covered employee groups will be provided issued annually by the SLBAC upon request.

All records, proceedings and actions of the SLBAC shall be held in strictest confidence.

The CSLB will be administered through the Department of Health Services.

The Guidelines and Procedures for the CSLB are subject to periodic review and change by mutual agreement among the participating employee groups.

Criteria

The general criteria used by the SLBAC when considering applications for CSLB usage will be:

- the seriousness of the illness or accident involved
- the need for extended hospitalization
- other extenuating circumstances normally allowing for sick leave.

Specific Guidelines and Procedures

The specific guidelines and procedures which the SLBAC will use when determining the merit of an application and the distribution of bank days will be as follows:

1. All of the member's own sick leave accumulation must be exhausted before the member is eligible to draw from the Bank.
2. SLB days will not be granted to a member who is currently on Board-approved leave.
3. SLB days will only be granted for circumstances which require five or more full days of consecutive absence.
4. No member will be granted more than 20 days per year. Each member's year begins with the first Sick Leave Bank day used.
5. SLB days will be granted in increments up to ten (10) school days at a time. A new Application for Sick Leave Bank Assistance (Form 2) and Sick Leave Bank Physician's Statement (Form 3) may be required for additional usage of SLB days.
6. Disability due to pregnancy will be treated as any other disability.
7. A second physician's opinion may be required by the SLBAC at the member's expense.
8. SLB days will not be used in lieu of disability retirement.
9. SLB days will not be granted for elective surgery that could be scheduled during designated vacation periods or for treatment plans that could be scheduled outside normal work hours.
10. If long term illness is anticipated or reoccurs the SLBAC will recommend a consultation with the Department of Employee Health Services, Human Resources and/or Retirement Office to discuss options.
11. Members who are receiving temporary disability payments from the Worker's Compensation Insurance Fund are not eligible to receive SLB days.
12. Members who are receiving payments from a third party as a result of an accidental bodily injury or sickness caused by the negligence or wrong-doing of a third party shall not be eligible to receive SLB days.
13. A member requesting SLB days for a mental/emotional disability must be under the care of a duly licensed physician and be involved in an active treatment plan.
14. SLB grants will end the last duty day of the work year. If additional days are needed upon return to work, reapplication must be made.

15. Approved SLB days for Pro-Techs, Non-Affiliated Employees and Facility Managers will be granted to the member at the rate of 1/232, 1/237, 1/242, or 1/245th, whichever applies, of the member's current annual salary as a result of SLB assistance. Paraprofessionals will be granted SLB days based on the number of hours they are regularly scheduled to work in a day. The SLB may be used only by the member for his or her own personal illness and not for the illness of family members.

1. All unused days must be returned to the Sick Leave Bank. The member will receive written verification from the SLBAC if unused days are returned to the SLB.

2. A member denied days from the SLB will be notified of the appeal process.

3. The first 12 weeks of the Family Medical Leave Act Leave (FMLA) runs concurrently with the personal accumulated days and SLB days. Every employee who has been absent five (5) consecutive days must provide medical validation according to the adopted FMLA Board Policy.

Applications for Sick Leave Bank membership or usage may be obtained from individual school offices or the Sick Leave Bank Specialist, Denver Public Schools, Department of Employee Health Services, Sick Leave Bank, Room 502, 900 Grant Street, Denver, CO, 80203, Telephone (720) 423-3915, Fax (720) 423-3853.

APPENDIX B

~~Paraprofessionals working seven (7) or more standard hours per day are eligible to join the Classified Sick Leave Bank (CSLB) effective March 1, 2005. The guidelines and procedures are below:~~

DENVER PUBLIC SCHOOLS
CLASSIFIED SICK LEAVE BANK (CSLB)
SICK LEAVE BANK

For

~~Pro-Techs, Non-Affiliated Employees, Area Specialists, Paraprofessionals (working 7 or more standard hours per day) and Facility Managers~~

Guidelines and Procedures

Effective March 1, 2005

~~The Board of Education supports a Sick Leave Bank (SLB) on a voluntary basis for the following employee groups: Pro-Tech, Non-Affiliated, Area Specialists, Paraprofessionals (working 7 or more standard hours per day), and Facility Managers.~~

~~The purpose of the SLB is to provide to eligible employees who have exhausted all of their accumulated sick leave the means of obtaining additional sick leave days upon proper approval of the Sick Leave Bank Approval Committee (SLBAC), thus allowing employees time to be restored to health so that they may return to work with the District. It is not the intent of the SLB to provide additional days off for elective surgery, in lieu of a health leave, or prior to retirement or resignation.~~

~~Any Pro-Tech employee, Non-affiliated employee, Area Specialist, Paraprofessional (working 7 or more standard hours per day), and/or Facility Manager is eligible to join if the employee~~

- ~~•is a full time, contract employee or an hourly employee who has completed one year of service at an assignment of 40 hours per week (35 hours per week for Paraprofessionals), and~~
- ~~•accrues cumulative sick leave.~~

Membership

~~Each member initially enrolling in the CSLB/DPS SLB will automatically donate two (2) days of applicant's cumulative sick leave the first year of membership. Open enrollment for the first plan year will be from January 15th to February 15th. Thereafter, yearly open enrollment for new members will be from November 15th to December 15th.~~

~~Membership becomes effective March 1, 2005.~~

~~Members automatically will be re-enrolled on January 1 of consecutive years; one (1) day will be automatically donated from member's cumulative sick leave unless revocation of membership is received in writing by the SLBAC by October 31 of that year. Paraprofessionals will eligible for re-enrollment if they are working 7 or more standard hours per day. If a Paraprofessional's work hours fall below 7 hours per day, membership in the Sick Bank will cease as of the end of that month. The Paraprofessional will be eligible to re-enroll only during the regular open enrollment time for the Sick Bank. Members must have at least one day of personal sick leave accumulated as of December 15th. Members will be notified of their automatic re-enrollment by January 1st.~~

~~Contributed days will not be returned to members for any reason.~~

~~Once membership is revoked, reapplication for membership will be considered as initial (new); two (2) days will be deducted from cumulative sick leave.~~

~~No further contributions, except from new member, will be required until the total number of days in the bank falls below one-third (1/3) of the number of members enrolled. At that time each current member will be assessed one additional day per year. Members will be notified prior to the deduction, should it be necessary.~~

~~All new enrollees must have at least two days of personal sick leave accumulation as of December 1 in order to become a member of the SLB.~~

~~Newly hired employees will be able to enroll in the Bank within 30 days of the beginning of contracted service with the District.~~

~~Employees returning from leave will be able to enroll in the Bank within thirty (30) days of return to service.~~

~~Yearly open enrollment for new members, other than new employees, will be from November 1-30. Applications for membership must be received no later than November 30.~~

Application

~~Application by CSLB members for use of the bank must be submitted in writing on the APPLICATION FOR SICK LEAVE BANK ASSISTANCE (Form 2) and accompanied by the SICK LEAVE BANK PHYSICIAN'S STATEMENT (Form 3) completed by the employee's own duly licensed physician. Application may be made by the bank member or by a family member, friend, or co-worker in the case of severe disability or illness.~~

~~Prior to the submission of an application to the SLBAC, the applicant must use all accumulated sick leave.~~

~~A member must submit the application for use of the bank no later than thirty (30) days after the first sick leave bank day requested. In reviewing requests for bank leave, the committee will count back 30 calendar days from the date the request was received and rule ineligible any days requested prior to that date.~~

~~Should the SLBAC determine that a member may be drawing sick leave bank days fraudulently, that member shall be notified and accorded due process. He/she shall be required to repay all fraudulently obtained days and shall be prohibited from receiving benefits for a period of two years.~~

~~All applications for usage will be considered by the committee at regularly scheduled meetings to be held during the first week of the month. The Denver Public Schools Payroll Department will be notified of all days granted by the SLBAC before the tenth of the month to ascertain that, in as many cases as possible, the awarding of days will be reflected in the applicant's regular payroll check for that month.~~

~~Administration~~

~~The Sick Leave Bank will be governed by the Sick Leave Bank Approval Committee (SLBAC).~~

~~The SLBAC shall consist of one representative from each of the covered employee groups.~~

~~A report to the covered employee groups will be provided issued annually by the SLBAC upon request.~~

~~All records, proceedings and actions of the SLBAC shall be held in strictest confidence.~~

~~The CSLB will be administered through the Department of Health Services.~~

~~The Guidelines and Procedures for the CSLB are subject to periodic review and change by mutual agreement between the participating employee groups.~~

~~Criteria~~

~~The general criteria used by the SLBAC when considering applications for CSLB usage will be~~

- the seriousness of the illness or accident involved
- the need for extended hospitalization
- other extenuating circumstances normally allowing for sick leave.

~~Specific Guidelines and Procedures~~

~~The specific guidelines and procedures which the SLBAC will use when determining the merit of an application and the distribution of bank days will be as follows:~~

- ~~1.All of the member's own sick leave accumulation must be exhausted before the member is eligible to draw from the Bank.~~
- ~~2.SLB days will not be granted to a member who is currently on Board-approved leave.~~
- ~~3.SLB days will only be granted for circumstances which require five or more full days of consecutive absence.~~
- ~~4.No member will be granted more than 20 days per year. Each member's year begins with the first Sick Leave Bank day used.~~
- ~~5.SLB days will be granted in increments up to ten (10) school days at a time. A new Application for Sick Leave Bank Assistance (Form 2) and Sick Leave Bank Physician's Statement (Form3) may be required for additional usage of SLB days.~~
- ~~6.Disability due to pregnancy will be treated as any other disability. See special guidelines—Page 3.~~
- ~~7.A second physician's opinion may be required by the SLBAC at the member's expense.~~
- ~~8.SLB days will not be used in lieu of disability retirement.~~
- ~~9.SLB days will not be granted for elective surgery that could be scheduled during designated vacation periods or for treatment plans that could be scheduled outside normal work hours.~~
- ~~10.If long term illness is anticipated or reoccurs the SLBAC will recommend a consultation with the Department of Employee Health Services, Human Resources and/or Retirement office to discuss options.~~
- ~~11.Members who are receiving temporary disability payments from the Worker's Compensation Insurance Fund are not eligible to receive SLB days.~~
- ~~12.Members who receiving payments from a third party as a result of an accidental bodily injury or sickness caused by the negligence or wrong-doing of a third party shall not be eligible to receive SLB days.~~
- ~~13.A member requesting SLB days for a mental/emotional disability must be under the care of a duly licensed physician and be involved in an active treatment plan.~~
- ~~14.SLB grants will end the last duty day of the work year. If additional days are needed upon return to work, reapplication must be made.~~
- ~~15.Approved SLB days will be granted to the member at the rate of 1/235 or 1/245th, whichever applies, of the member's current annual salary as a result of SLB assistance.~~

- ~~16. The SLB may be used only by the member for his or her own personal illness and not for the illness of family members.~~
- ~~17. All unused days must be returned to the Sick Leave Bank. The member will receive written verification from the SLBAC if unused days are returned to the SLB.~~
- ~~18. A member denied days from the SLB will be notified of the appeal process.~~
- ~~19. The first 12 weeks of the Family Medical Leave Act Leave (FMLA) runs concurrently with the personal accumulated days and SLB days. Every employee who has been absent five (5) consecutive days must provide medical validation according to the adopted FMLA Board Policy.~~

~~Applications for Sick Leave Bank membership or usage may be obtained from individual school offices or the Sick Leave Bank Specialist, Denver Public Schools, Department of Employee Health Services, Sick Leave Bank, Room 502, 900 Grant Street, Denver, CO, 80203, Telephone (720) 423-3915, Fax (720) 423-3853.~~

**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.~~

~~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.~~

~~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.~~

Denver Public Schools _____ DFP

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT #1
DENVER PUBLIC SCHOOLS
AND
DENVER FEDERATION FOR PARAPROFESSIONALS (DFP)
DECEMBER 8, 2004**

Property Damage

- a. ~~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.~~
- b. ~~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.~~
- c. ~~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 their employment.~~

~~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 September 1, 2004 through August 31, 2006 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.~~

Denver Public Schools _____ DFP

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT #1
DENVER PUBLIC SCHOOLS
AND
DENVER FEDERATION FOR PARAPROFESSIONALS (DFP)
DECEMBER 8, 2004**

Determination of Changes to Compensation Increases

After the enrollment count has been submitted to the Colorado Department of Education (CDE) in November 2004 and after CDE has calculated the 2004-2005 School Finance Act Formula funding in mid-December 2004, the following will occur:

- The Resource Allocation Methodology (RAM) formulas for all schools will be recalculated for 2004-2005 based on actual student enrollment information with the salaries/benefits for personnel allocations modified only to reflect bargaining group compensation settlements.
- The transportation requirements, non-RAM special education requirements, and other resource requirements (e.g., teacher substitutes, Charter and Contract school allocations, Second Chance Program funding, Out-of-District Student tuition and excess costs, Capital Reserve Fund transfer, TABOR Reserve) will also be reexamined based on actual student enrollment information.
- The resource requirements determined in #1 and #2 will then be compared to that reflected in the 2004-2005 Amended Budget, to determine the total expenditure difference.
- The 2004-2005 School Finance Act Formula funding as calculated by CDE will be compared to that assumed in the 2004-2005 Amended Budget.
- The total expenditure difference calculated in #3 above will be compared to the change in total 2004-2005 School Finance Act Formula funding as identified in #4 above.
- % (To be determined), based on the total FTEs (to include full-time and hourly employees) in the Bargaining Unit compared to the total FTEs in the District of the net revenue increase to the District will be allocated to the Bargaining Unit in the form of compensation increases.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT #1
AND
DENVER FEDERATION FOR PARAPROFESSIONALS
AugustAUGUST 25, 2006

The District shall provide a one- (1) time service recognition payment for the 2006-2007 school year of

- \$150.00 to all paraprofessionals with fifteen (15) to nineteen (19) years of service,
- \$150.00 to all paraprofessionals with twenty-five (25) years of service,
- \$175.00 to all paraprofessionals with thirty (30) years or more of service.

The years of service must be achieved by December 1, 2006. The payment will be paid with the January 2006 payroll. A paraprofessional must have worked in the December pay period to receive a payment. This service recognition payment will be a subject of negotiation for 2006-2007.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT #1
AND
DENVER FEDERATION FOR PARAPROFESSIONALS
SEPTEMBER 12, 2006

Paraprofessional Notification of Projected Hours

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

If the work schedule is not available at the end of the school year, the paraprofessional will provide the school/department with contact information. The school/department will notify the paraprofessional of the number of hours he/she is assigned at least 15 working days before the first day of school. The paraprofessional will notify the school/department of his/her intent to return to the position at least 10 working days before the first day of school. Failure to respond by this time will result in termination of the paraprofessional's employment. The position may then be posted by the school/department.

This Memorandum of Understanding will be reviewed during the 2007-2008 negotiations.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT #1
AND
DENVER FEDERATION FOR PARAPROFESSIONALS
SEPTEMBER 12, 2006

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

1. Inform paraprofessionals of pending reductions.
2. Determine attrition, 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 steps one through four above achieve the required reduction in building/department, no further steps are necessary. If further reductions are required, impacted paraprofessionals will be identified in the following order:

1. Review performance evaluations for the last two (2) years.
2. Identify positions that require specialized skills such as computer and library technician.
3. Identify positions held by paraprofessionals enrolled in the University of Northern Colorado's Urban Education Program.
4. Determine District seniority as a paraprofessional.
5. If a special education program is relocated from one school to another, the paraprofessional(s) working in the program shall have the opportunity to move with the program if they desire to do so. If fewer positions are available at the new location, the determination of which paraprofessionals will be retained shall be made as above.

Job vacancies for paraprofessional positions classified in Pay Grades four (4) and higher working three (3) hours or more per day are posted on the District web site, www.dpsk12.org. Paraprofessionals reduced from buildings/departments may apply for positions for which they are qualified. Reduced paraprofessionals shall be considered for reemployment prior to the assignment of new personnel.

This Memorandum of Understanding will be reviewed at the end of the 2006-2007 school year.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT #1
AND
DENVER FEDERATION FOR PARAPROFESSIONALS
September 13, 2006

Review of Paraprofessional Classifications

The District and the Federation agree to work together to streamline paraprofessional classifications and ensure that classifications accurately reflect position duties and responsibilities. This Memorandum of Understanding will be reviewed during the 2007-2008 negotiations.

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

Facility Management
Use Agreement with CCD

To: Michael Bennet, Superintendent
Through: Andre Pettigrew, Assistant Superintendent, Administrative Services
From: Richard Cosgrove, Interim Executive Director, Facility Management
Date: September 8, 2006
Subject: Renewal of the Space Use Agreement for CCD's use of space at Cole Middle School

The Board of Education is asked to approve

The authorizing officers of the Board and staff to execute a renewal of the Space Use Agreement for Community college of Denver's use of space at Cole Middle School.

SUGGESTED MOTION

I MOVE THAT THE BOARD OF EDUCATION APPROVE A RENEWAL OF THE SPACE USE AGREEMENT FOR COMMUNITY COLEGE OF DENVER'S USE OF SPACE AT COLE MIDDLE SCHOOL.

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education

Through: Michael Bennet, Superintendent
Andre Pettigrew, Assistant Superintendent, Administrative Services

From: Richard Cosgrove, Interim Executive Director, Facility Management

Date: September 7, 2006

Subject: Request to Approve a Renewal of the Space Use Agreement for
Community College of Denver's Use of Space at Cole Middle School

Purpose:

To receive approval authorizing officers of the Board and staff to execute a renewal of the Space Use Agreement for Community College of Denver's use of space at Cole Middle School.

Facts on the Issue:

The Board of Education previously approved a space use agreement with KIPP Cole College Prep, Inc. ("KIPP") for use of part of the Cole Middle School building. KIPP was selected to operate an independent charter school within the Cole Middle School building. Under Colorado law, KIPP was entitled to use the entire Cole Middle School building. KIPP elected to use only part of the Cole Middle School building. KIPP agreed that DPS may allow other users to operate in other parts of the Cole Middle School building.

After receiving KIPP's approval to allow other users to operate within Cole Middle School, the Board of Education approved a Space Use Agreement allowing Community College of Denver ("CCD") to use space at Cole Middle School. The agreement signed by DPS and CCD allowed CCD to use approximately 14,850 usable square feet at Cole from August 10, 2005 through June 30, 2006 in return for paying a Maintenance and Use fee in the amount of \$67,870 (based on an annualized rate of \$76,329). This fee was based on the amount of space used by CCD and the costs to operate Cole Middle School. A three month extension of this agreement was executed by the parties, extending the agreement through September 30, 2006. The extension increased the Maintenance and Use Fee to \$7,073 per month (based on an annualized rate of \$84,876), so that the fee was based on DPS's costs of operating the property over the last year.

The current Space Use Agreement with CCD ends on September 30, 2006. CCD has requested a renewal through June 30, 2007. DPS Facility Management Staff recommends renewal of the agreement with CCD through June 30, 2007, with a Maintenance and Use fee of \$63,657 for the renewal period (based on an annualized rate of \$84,876). The increase in the fee is based on DPS's costs of operating the property over the last year. The rate is consistent with the rate charged to other users in the building.

Recommendation:

Approve a renewal of the Space Use Agreement for Community College of Denver's use of space at Cole Middle School through June 30, 2007 on the terms described herein, and authorize officers of the Board and staff to implement this action.

Process:

This communication will be forwarded to all School Board members by September 15, 2006. At the next legislative meeting on September 21, 2006, this action will be presented for approval to the Board of Education.

The Board of Education approves a renewal of the Space Use Agreement for Community College of Denver's use of space at Cole Middle School on the terms described herein. The Board of Education authorizes officers of the Board and Staff to implement this action.

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

Facility Management
Acquisition of State Land Board Property

To: Michael Bennet, Superintendent
Through: Andre Pettigrew, Assistant Superintendent, Administrative Services
From: Richard Cosgrove, Interim Executive Director, Facility Management
Date: September 8, 2006
Subject: Acquisition of State Land Board Property

The Board of Education is asked to approve

The acquisition of a 35 acre high school site located west of 48th Avenue and Tower Road on property owned by the State land Board. DPS is not required to pay for the site.

SUGGESTED MOTION

I MOVE THAT THE BOARD OF EDUCATION APPROVE THE ACQUISITION OF STATE LAND BOARD PROPERTY WEST OF 48TH AVENUE AND TOWER ROAD FOR A HIGH SCHOOL SITE.

DENVER PUBLIC SCHOOLS
Interdepartmental Communication

To: Board of Education

Through: Michael Bennet, Superintendent
Andre Pettigrew, Assistant Superintendent, Administrative Services

From: Richard Cosgrove, Interim Executive Director, Facility Management

Date: September 7, 2006

Subject: Request to Approve an Agreement with the State of Colorado, acting by and through the State Board of Land Commissioners (“State Land Board”) for the acquisition of a high school site located north of 48th Avenue and east of future Telluride Street.

Purpose.

To receive approval authorizing officers of the Board and staff to negotiate and execute an agreement with the State Land Board for the acquisition of a high school site located north of 48th Avenue and east of future Telluride Street.

Facts on the Issue.

In January of 2003, DPS entered into an agreement with the developer of Green Valley Ranch (HC Development & Management Services, Inc. a.k.a. Oakwood Homes) for the dedication of four school sites (including one high school site) in the area north of 48th Avenue, south of 56th Avenue, east of Tower Road, west of Piccadilly Road. The original high school site identified in the agreement was to be located south of 56th Avenue and east of Dunkirk Street. However, the agreement allowed Oakwood Homes to substitute a different site for the original high school site as long as the new site was located on the 160 acre State Land Board property located north of 48th Avenue and west of Tower Road.

In May of 2004, DPS staff provided an update to the Board of Education concerning a proposed agreement between Oakwood Homes and the State Land Board for relocating the high school site onto the State Land Board property. The basic concept of this proposed agreement was that Oakwood Homes would complete \$3 million in infrastructure improvements to the State Land Board property, and after the \$3 million in infrastructure improvements were completed, the State Land Board would transfer a net 35 acres of land to DPS for the high school site, which would be located at 48th Avenue and future Telluride Street. The Board of Education supported this proposed agreement and directed staff to provide a letter to the State Land Board expressing support for the concept of acquiring the site at 48th Avenue and future Telluride.

From May of 2004 until now, Oakwood Homes has spent approximately \$2,500,000 in infrastructure improvements to the State Land Board property in anticipation of the State Land Board transferring a 35 acre site to DPS for a high school. During this time, DPS staff has also performed a due diligence review of the site (including obtaining an environmental review of the site by an independent consultant). DPS staff believes the site is acceptable.

Oakwood Homes and the State Land Board are requesting that DPS execute an agreement to acquire the high school site from the State Land Board. Under the terms of the agreement, which is currently being negotiated, the State Land Board would transfer the 35 acre site to DPS at no cost to DPS. The remaining \$500,000 necessary for the transfer to occur would either be escrowed by Oakwood Homes or Oakwood Homes would perform the remaining work before closing. The remaining \$500,000 would be used for the construction of the roads adjacent to the high school site. In order to allow for maximum flexibility in designing the high school, the construction of these roads should not occur until the high school design is completed.

Under the other terms of the proposed agreement, DPS would obtain title insurance for site and would take title to the site by a State Patent signed by the Governor. DPS would accept the site in its "As Is" condition. The State Land Board would accept the \$3,000,000 in improvements completed by Oakwood Homes in their "As-Is" condition. The State Land Board would retain ownership of the mineral rights associated with the site (which is required by law), but the State Land Board would enter into a ninety-nine (99) year agreement restricting the development of the minerals. The State Land Board would also reserve a right of first refusal to acquire the site from DPS -- if DPS elected to sell the site without constructing a school. This right of first refusal would terminate when DPS constructs a school on the site.

DPS and State Land Board staffs are working to finalize the exact form of the agreement so that the agreement can be executed by the State Land Board at its meeting in late September.

Recommendation.

Approve an agreement with the State Land Board to acquire a 35 acre high school site at 48th Avenue and future Telluride Street at no cost to DPS on the terms described herein, and authorize officers of the Board and staff to negotiate and execute the agreement.

Process.

This communication will be forwarded to all School Board members by September 15, 2006. At the next legislative meeting on September 21, 2006, this action will be presented, for approval, to the Board of Education.

The Board of Education approves an agreement with the State Land Board to acquire a 35 acre high school site at 48th Avenue and future Telluride Street at no cost to DPS on the terms described herein. The Board of Education authorizes officers of the Board and Staff to negotiate and execute the agreement.

**Denver Public Schools Retirement System
Memorandum**

TO: Denver Public Schools Board of Education

THROUGH: Andre Pettigrew, Chief Operating Officer
Denver Public Schools

FROM: John MacPherson, Interim Executive Director

DATE: September 13, 2006

SUBJECT: Proposed Amendments to the *Retirement and Benefit Plan of the Denver Public Schools Retirement System*

At the Denver Public Schools Retirement System Board of Trustees meeting on September 11, 2006, the Board of Trustees recommended that the Board of Education adopt amendments to the *Retirement and Benefit Plan of the Denver Public Schools Retirement System (Plan)*.

The amendments are intended to bring the *Retirement and Benefit Plan of the Denver Public Schools Retirement System* into compliance with the revised regulations under the Internal Revenue Code for Joint and Survivor Annuities. New language will be substituted that generally reduces the amount of the continuing benefit a co-annuitant will receive if such co-annuitant is a non-spouse and there is more than a 10-year age difference between the member and the co-annuitant.

Enclosed is a suggested motion to implement the amendments to the *Retirement and Benefit Plan of the Denver Public Schools Retirement System*. I can be available for the September 18, 2006, Board of Education work session and/or the September 21, 2006 Board of Education meeting should you or members of the Board of Education have questions. If you need additional information or clarification, please contact me at (303) 398-7699.

Suggested Motion

I move the approval of the attached Plan language changes to the *Retirement and Benefit Plan of the Denver Public Schools Retirement System*. The approval of this motion will bring the *Retirement and Benefit Plan of the Denver Public Schools Retirement System* into compliance with the revised regulations under the Internal Revenue Code for Joint and Survivor Annuities. New language will be substituted that generally reduces the amount of the continuing benefit a co-annuitant will receive if such co-annuitant is a non-spouse and there is more than a 10-year age difference between the member and the co-annuitant.

OPTION C

70.1033. OPTION C - A joint survivorship annuity which is defined as a somewhat smaller sum of money than the amount which would be payable under Option A but which is the actuarial equivalent thereof, as calculated under this Plan, payable monthly to an Annuitant from the time of retirement until the death of said Annuitant and thereafter to the Annuitant's designated spouse or any one individual, so long as said designated spouse or individual shall live, provided, however, that if the Co-Annuitant is not a designated spouse, the calculation of the payments to the Annuitant and Co-Annuitant will be made in accordance with the further provisions of subparagraph (1) of this Section 70.1033. The designation of the Co-Annuitant shall be effective upon the effective date of the member's retirement and may not subsequently be changed except as noted in subparagraph (4) of this Section 70.1033.

(1) If the designated Co-Annuitant is not the Annuitant's designated spouse or a former spouse of the Annuitant under the circumstances stated in subparagraph (2) following, the Co-Annuitant's benefit shall be calculated in accordance with the Treasury Regulations under Internal Revenue Code Section 401(a)(9), but, as so calculated, the benefits to the Annuitant and Co-Annuitant shall be the actuarial equivalent of the amount which would be payable under Option A as calculated under this Plan.

(2) If the designated Co-Annuitant is a former spouse, and if a properly executed Domestic Relations Order, which meets the requirements of Section 160 of this Plan and of Internal Revenue Code Section 414(p), has been approved by and filed with the System, the designated Co-Annuitant may, upon the prior death of the Annuitant, and for the life of the Co-Annuitant, receive a monthly payment equal to that otherwise payable to the Annuitant.

(3) For all retirements effective on or after January 1, 1998, in addition to designating a Co-Annuitant, the member shall designate a contingent beneficiary(ies) and shall have the exclusive right to change such designation of contingent beneficiary(ies) at any time prior to the Annuitant's death. If, at the date of death of the Annuitant and the designated Co-Annuitant, whichever is the later, fewer than 120 monthly payments have been made, then payments shall be continued in the amount applicable to the Co-Annuitant, in equal shares monthly to the contingent beneficiary(ies) until, in total, 120 monthly payments have been paid. In the event of the deaths of all contingent beneficiaries prior to the death(s) of the Annuitant and the Co-Annuitant, the remaining amount due, at the death of the Annuitant and the Co-Annuitant, whichever is the later, shall be commuted and paid in one lump sum to the estate of the Annuitant or the Co-Annuitant, whoever dies later. In the event any contingent beneficiary survives such later death and thereafter dies, the remainder of payments due that beneficiary shall be commuted and paid to such beneficiary's estate. The rate of interest used in determining the commuted value shall be the assumed interest rate specified in Section 140 of this Plan and applicable on the date of death of the beneficiary thereof.

(4) In case of the death of the designated Co-Annuitant under Option C after the date of application for retirement and before the effective date of retirement, the member may make a change of option or designate a new Co-Annuitant within 30 days after the death of the previously designated Co-Annuitant and subject to the appropriate recalculation of the retirement allowance.

OPTION E

70.1035. OPTION E - A modified joint survivorship annuity which is defined as a somewhat smaller sum of money than the amount which would be payable under Option A but which is the actuarial equivalent thereof, as calculated under this Plan, payable monthly to an Annuitant from the time of retirement until the death of said Annuitant, and, thereafter, an amount equal to one-half of the monthly amount paid to said Annuitant is payable monthly to the Annuitant's designated Co-Annuitant until the death of that person. For retirements effective on or after January 1, 2000, any one individual may be named as Co-Annuitant. The designation of the Co-Annuitant shall be effective upon the effective date of the member's retirement and may not subsequently be changed except as noted in subparagraph (3) of this Section 70.1035.

(1) For all retirements effective on or after January 1, 1998, in addition to designating a Co-Annuitant, the member shall designate a contingent beneficiary(ies) and shall have the exclusive right to change such designation of contingent beneficiary(ies) at any time prior to the Annuitant's death. If at the date of death of the Annuitant and the designated Co-Annuitant, whichever is the later, fewer than 120 monthly payments have been made, then payments shall be continued in the amount applicable to the Co-Annuitant, in equal shares monthly to the contingent beneficiary(ies) until, in total, 120 monthly payments have been paid.

(2) In the event of the death(s) of all contingent beneficiaries prior to the death(s) of the Annuitant and the Co-Annuitant, whichever is the later, the remaining amount due, at the death of the Annuitant or Co-Annuitant, whichever is later, shall be commuted and paid in one lump sum to the estate of the Annuitant or the Co-Annuitant, whoever dies later. In the event any contingent beneficiary survives such later death and thereafter dies, the remainder of payments due that beneficiary shall be commuted and paid to such beneficiary's estate. The rate of interest used in determining the commuted value shall be the assumed interest rate specified in Section 140 of this Plan and applicable on the date of death of the beneficiary thereof.

(3) In case of the death of the designated Co-Annuitant under Option E after the date of the application for retirement and before the effective date of retirement, the member may make a change of option or designate a new Co-Annuitant within 30 days after the death of the previously designated Co-Annuitant and subject to the appropriate recalculation of the retirement allowance.

OPTION P2

70.1041. OPTION P2 - A modified joint survivorship annuity, which is defined as a somewhat smaller sum of money than the amount which would be payable under Option A but which is the actuarial equivalent thereof, as calculated under this Plan, payable monthly to an Annuitant from the time of retirement until the death of said Annuitant, and, thereafter an amount equal to one-half of the monthly amount paid to the Annuitant is payable monthly to the Annuitant's designated Co-Annuitant until the death of that person. The designation of the Co-Annuitant shall be effective upon the effective date of the member's retirement and may not subsequently be changed except as provided in subparagraph (1) of this Section 70.1041. Upon the death of the Co-Annuitant prior to the death of the Annuitant, the benefit payable to the Annuitant thereafter shall be the original Option A amount increased by any increases in the basic retirement allowance granted in accordance with the provisions of Sections 70.55 through 70.88 of this Plan subsequent to the Annuitant's effective date of retirement. In addition to designating a Co-Annuitant, the member shall designate a beneficiary(ies) and shall have the exclusive right to change such designation of beneficiary(ies) at any time prior to the Annuitant's death. If, upon the death of both the Annuitant and the Co-Annuitant, the total amount of retirement allowance which has been paid to them does not exceed the member's Accumulated Contributions, then the difference between said Accumulated Contributions and the total amount of retirement allowance paid to such Annuitant and Co-Annuitant shall be paid to the named beneficiary of the Annuitant, or, if no named beneficiary exists, to the estate of the Co-Annuitant.

- (1) In case of the death of the designated Co-Annuitant under Option P2 after the date of application for retirement and before the effective date of retirement, the member may make a change of option or designate a new Co-Annuitant within 30 days after the death of the previously designated Co-Annuitant and subject to the appropriate recalculation of the retirement allowance.

OPTION P3

70.1042. OPTION P3 - A joint survivorship annuity which is defined as a somewhat smaller sum of money than the amount which would be payable under Option A but which is the actuarial equivalent thereof, as calculated under this Plan, payable monthly to an Annuitant from the time of retirement until the death of said Annuitant and thereafter to the Annuitant's designated spouse or any one individual, so long as said designated spouse or individual shall live, provided, however, that if the Co-Annuitant is not a designated spouse, the calculation of the payments to the Annuitant and Co-Annuitant will be made in accordance with the further provisions of subparagraph (1) of this Section 70.1042. The designation of the Co-Annuitant shall be effective upon the effective date of the member's retirement and may not subsequently be changed except as provided in subparagraph (3) of this Section 70.1042. Upon the death of the Co-Annuitant prior to the death of the Annuitant, the benefit payable to the Annuitant thereafter shall be the original Option A amount increased by any increases in the basic

retirement allowance granted in accordance with the provisions of Sections 70.55 through 70.88 of this Plan subsequent to the Annuitant's effective date of retirement. In addition to designating a Co-Annuitant, the member shall designate a beneficiary(ies) and shall have the exclusive right to change such designation of beneficiary(ies) at any time prior to the Annuitant's death. If, upon the death of both the Annuitant and the Co-Annuitant, the total amount of retirement allowance which has been paid to them does not exceed the member's Accumulated Contributions, then the difference between said Accumulated Contributions and the total amount of retirement allowance paid to such Annuitant and Co-Annuitant shall be paid to the named beneficiary of the Annuitant or, if no such named beneficiary exists, to the estate of the Co-Annuitant.

(1) If the designated Co-Annuitant is not the Annuitant's designated spouse or a former spouse of the Annuitant under the circumstances stated in subparagraph (2) following, the Co-Annuitant's benefit shall be calculated in accordance with the Treasury Regulations under Internal Revenue Code Section 401(a)(9), but, as so calculated, the benefits to the Annuitant, Co-Annuitant and to any beneficiary or to the estate of the Co-Annuitant, as provided for in Option P3, shall be the actuarial equivalent of the amount which would be payable under Option A as calculated under this Plan.

(2) If the designated Co-Annuitant is a former spouse, and if a properly executed Domestic Relations Order, which meets the requirements of Section 160 of this Plan and of Internal Revenue Code Section 414(p), has been approved by and filed with the System, the designated Co-Annuitant may, upon the prior death of the Annuitant, and for the life of the Co-Annuitant, receive a monthly payment equal to that otherwise payable to the Annuitant.

(3) In case of the death of the designated Co-Annuitant under Option P3 after the date of application for retirement and before the effective date of retirement, the member may make a change of option or designate a new Co-Annuitant within 30 days after the death of the previously designated Co-Annuitant and subject to the appropriate recalculation of the retirement allowance.

70.1045. DETERMINATION OF OPTION P2 OR P3 BENEFITS. For reduced superannuation retirements and disability retirements, for members who retire with an effective date of retirement on or after December 31, 2004, the calculation of benefits payable pursuant to Option P2 or P3, as set forth in Sections 70.1041 and 70.1042, shall be actuarially determined as of the effective date of retirement or, in the case of a recalculation pursuant to Section 70.40 of this Plan for a member retired for disability, the applicable recalculation date.

Policy ILBA- District Student Assessment

District assessment provides information on each student's educational growth for the purposes of instructional improvement, special programs, communication with students and parents, and state and federal accountability. ~~that is required in monitoring accreditation goals and in improving levels of student achievement.~~ The district's assessment program consists of tests that are given statewide and nationally, as well as locally developed assessments that monitor student progress toward state standards. In addition, teachers create classroom assessments that match ~~The program is composed of a broad range of assessment opportunities, including tests that are given nationwide as well as assessments that are matched to the~~ district's approved curriculum. and identify individual strengths and weaknesses.

District staff are to administer all assessments in accordance with federal, state, and local laws and policies. ~~Together, these measures meet the required specifications in a number of local, state, and national mandates for determining the quality of an educational system. Such mandates include the district's Strategic Plan and other requirements for special programs.~~ District procedures related to training, test security, administration, and processing are to be followed. District staff are expected to administer assessments and use results in an ethical manner. Assessment results must be treated as confidential and should only be used for appropriate, bona fide educational purposes.

~~In addition, teachers are encouraged to create individual classroom assessments that are uniquely matched to each student's needs. Eligible students considered for special programs may take recommended tests related to enrollment. Parents may also request that their student take any assessment that is available as part of the district's assessment program.~~

LEGAL REFS: Educational Accountability Act of 1971 [C.R.S. § 22-7-102-(2)(b)]

Testing Requirements [C.R.S. § 22-32-109.5]

C.R.S. 22-53-205 Public School Finance Act of 1994 [C.R.S. § 22-54-101]

C.R.S. 22-53-207 (3),(5)

Accreditation Indicator Reporting [1 CCR 301-1, Rule 2202-R-3.040]

(1)Dps Board of Education Policy LC – Relations with Education Research Agencies

~~CROSS REFS.: GCS, Professional Research and Publishing
HLBB, State Program Assessments
JLDAC, Screening/Testing of Students
LC, Relations with Education Research Agencies~~

~~CONTRACT REF-: Denver Classroom Teachers Association, Agreement, Article 5 -- Student Achievement, Instruction and Educational Reform Collaborative Decision Making, Section 5.13 Survey of School Performance~~



**DENVER PUBLIC SCHOOLS
INTERDEPARTMENTAL COMMUNICATION**

TO: Members, Board of Education

FROM: Richard Cosgrove, P.E., Interim Executive Director, Facility Management

DATE: September 13, 2006

SUBJECT: Community Use Policy

Denver Public Schools' facilities exist first and foremost for the formal instruction of Denver school children. However, DPS staff members recognize that school facilities play a significant role in broader community-building efforts, many of which positively impact our students. This aligns directly with the Denver Plan, which calls on community members to support DPS students in their quest for academic and personal excellence. Given this alignment, DPS has a vested interest in allowing and encouraging certain community groups to use our facilities for activities that directly or indirectly benefit DPS students and their communities.

A review of the existing Community Use Policy – Policy KF-R – suggests that the existing categorization of users and related fee structure are not entirely consistent with District interests as described above. As such, DPS staff recommends modifications to Policy KF-R as follows:

- 1) Re-categorization of users as:
 - Category A) DPS organizations –OR– non-partisan, non-profit community service/youth service organizations (e.g., private not-for-profit childcare, emergency preparedness/response groups);
 - Category B) Other community non-profit organizations (e.g., religious organizations, adult recreation groups, political groups, colleges, universities, charter schools);
 - Category C) Commercial/for-profit/private organizations (e.g., personal use, uses that result in organizational profit).
- 2) Elimination of rental fees for any non-partisan community service or youth services organization program.
- 3) Further modification to the fee schedule to include the following:
 - A) Labor charges for any group that requires overtime of DPS staff (Note: this will be minimal based on new custodial hours);
 - B) Application fee for Category B and Category C users only; and
 - C) Rental fees for Category B and Category C users only.

A revised draft of Policy KF-R and the revised fee schedule are attached for your review and feedback.

CC: Michael Bennet, Superintendent
Sarah Hughes, Chief of Staff
Andre Pettigrew, Chief Operating Officer

Community Use of Facilities

KF-R

I. INTRODUCTION

The Board of Education recognizes:

1. That school district facilities belong to the school community;
2. That the primary purpose of such district facilities is to implement the regular instruction program;
3. That school district facilities may be made available to the community when not in use for school activities;
4. That any financial commitment of the district arising out of community use of school facilities is subject to appropriation by the Board of Education; and
5. That the school district has a legitimate interest in charging fees to require facility users to bear costs associated with facility use.
6. School District procedures for Community Use of Facilities should promote safe, lawful and fair use and enjoyment of district facilities consistent with the need to establish priorities that recognize the educational purpose of these facilities.

These procedures shall govern use of school facilities for purposes not directly related to the school district's implementation of its educational programs and apply to all buildings and grounds owned and/or operated by the district. The office of Community Use of Facilities will administer these procedures under the management oversight of the Chief Operating Officer of the district.

II. GENERAL TERMS AND CONDITIONS OF SCHOOL FACILITY USE

All uses of school district facilities shall be subject to the following terms and conditions:

1. All uses must be approved in accordance with this

Proposed

I. INTRODUCTION

The Board of Education recognizes:

1. That the District facilities belong to the school community;
2. That the primary purpose of the District facilities is to implement the regular instruction program;
3. That school district facilities may be made available to the community when not in use for school activities;
4. That any financial commitment of the District arising out of community use of school facilities is subject to appropriation by the Board of Education.
5. That there are costs involved in the use of facilities and that charges should be assessed so that tax money will not be used in support of non-instructional program activities;
6. That the procedures for Community Use of Facilities are intended to promote effective, consistent, and fair use and enjoyment of District facilities consistent with the need to establish priorities that recognize the educational purpose of these facilities. These procedures apply to all buildings and fields owned and/or operated by the District.

II. GENERAL TERMS AND CONDITIONS OF SCHOOL FACILITY USE

Denver Public Schools shall make its buildings and facilities available to the community for the use of responsible organizations or groups of citizens when school is not in session.

policy and any procedures, rules and regulations established pursuant to this policy.

2. In all cases the school district shall have the right to cancel a use, with or without notice, for any reason, in its sole discretion. Rules and regulations regarding facility use, whether set forth in this policy or adopted administratively, shall serve only to provide notice of restrictions and prohibited conduct; they shall not in any way limit or restrict the school district's right to cancel a specific use.

In approving a use, the school district shall make no express or implied warranty that the use is permitted by zoning or other laws or is practicable for a given facility. Users assume full responsibility for determining that their intended activities can be undertaken at the facilities requested by them.

3. The school district assumes no responsibility for the acts or omissions of persons other than its employees acting within the scope of their employment, and shall not be liable for damage to or theft of personal property brought onto school district premises by those who use school facilities.

4. All uses of school district facilities shall be consistent with the role of the school district in the community as an institution serving the educational needs and well-being of the children of Denver.

5. Neither the school district nor any person, group or organization using school district facilities shall discriminate in the administration of this policy or the use of any facility based on race, sex, natural origin, religion, sexual orientation or disability.

6. All users shall be responsible for any damage to school property and injury to any person resulting from their use of school facilities.

7. The school district reserves the right in its discretion, to determine the safety and security measures, if any, to be taken in connection with any use. All users shall be deemed to have agreed to implement and comply with such measures and to comply with all requirements of this policy and any district rules and regulations adopted pursuant to this

Such permission and use shall not constitute an endorsement by the school district of any organization or group nor of the program, philosophies, goals or beliefs of any such organizations or groups or the expression of opinion regarding the nomination, retention, election or defeat of any candidate nor the expression of any opinion as to the passage or defeat of any issue.

Users shall adhere to all school district regulations pertaining to the use of school facilities.

The Board of Education reserves the right to refuse approval or to cancel any permits issued for the use of a school building or its facilities when it is deemed that such action is necessary for the best interests of the school.

“Expansion of the role of schools in the life of the community. .” This goal requires intensive coordination of community use to ensure that the academic needs of the individual schools are met while still providing opportunities for the community to use available District facilities.

For the safety of children enrolled in non-district activities, whether educational or non-educational, background checks for all instructors must be provided to the district before a permit can be issued. This includes day camps, athletic camps and instructional classes.

III. COMMUNITY USE CATEGORIES

policy.

III. COMMUNITY USE CATEGORIES

Categories for determining fees for the use of facilities shall be as follows:

Category A: Use By School Organizations. This category includes uses by groups that are educational or recreational in nature, which directly benefit school children and which are sponsored by a school or the school district. To be sponsored by a school or the school district an activity, event, or program must be supervised at all times by a designated district employee or volunteer. District designees must be performing within the course and scope of their duties and clearly defined as part of their current job description. Such uses include activities ordinarily undertaken by:

- PTSA or local parent-school organizations (for adult activities)
- School-sponsored pupil organizations
- School clubs
- School activities
- District sponsored childcare programs
- DPS community education programs
- School advisory or governance groups such as Collaborative Decision Making (CDM) and School Improvement and Accountability Council (SIAC) groups.

Category B: Use By Non-school Organizations for Community Purpose: This category includes uses the primary function of which is the promotion of health, safety, education, or welfare of the community in general. Such uses include activities typically undertaken by:

- Community service groups
- Denver City Parks and Recreation Department

The following facility user categories are identified for the purpose of determining rental rates, which are listed in the Appendix.

For all categories appropriate costs will be charged. These costs may include: any rental, labor, and incremental costs incurred by the District.

Category A

Denver Public Schools Organizations – Free Rental, No Application Fee, Labor Charges as Appropriate

- PTA/PTSA or other local parent-school organizations.
- DPS school-sponsored pupil organizations.
- DPS after-school programming
- DPS school employee groups.
- DPS school clubs.
- DPS school activities.
- District-sponsored childcare programs.
- DPS-sponsored community education programs.
- School advisory or governance groups (SIAC, CSC, etc.)

Non-school Organizations – Free Rental, Refundable Deposit, No Application Fee, Labor Charges as Appropriate

- Non-partisan community service organizations, including but not limited to:
 - Youth development/youth-serving groups.
 - Private not-for-profit childcare programs.
 - District/individual school partnerships.
 - Youth recreation groups.
 - Denver city parks and recreation.
 - Civic and neighborhood improvement associations.
 - Emergency preparedness/response groups.

Category B – Community Not-for-Profit Rental (Rental Fee, Application Fee, Labor Charges as Appropriate)

- Religious organizations/activities.
- Adult recreational groups (exc. Parks and Rec.).
- Political groups, including caucuses.
- Social organizations.
- Support groups.

- Civil Air Patrol
- Civic and Neighborhood Improvement Associations
- Scouting groups
- Urban Renewal Authority
- Civil Defense
- Federal, state or local government agencies
- Red Cross
- Political caucus groups
- Community-based organizations
- District employee groups

Category C: School District Supported Uses

This category includes activities, events, or programs held on site at a school to benefit the students of that school, or which are undertaken at the request of a school or the school district, provided that the user does not charge participation fees in excess of those reasonably necessary to cover the cost of the program.

Category D: Use for Non-Profit Purposes:

This category includes uses related to the specific interests of a nonprofit community groups or organizations, such as:

- Religious groups (for regular church services)
- Recreational groups (other than Denver City Parks & Recreation)
- Political Groups
- Social Organizations
- Support Groups
- Private not-for-profit child care programs

Category E: Non-District Educational Use:

This category includes uses for classes or training

- Colleges.
- Universities.
- Private schools.
- Charter schools.

Category C – Commercial/Private Rate - (Rental Fee, Application Fee, Labor Charges as Appropriate)

- Any uses that result in organizational profit.
- Any use that is exclusively private/personal (e.g., weddings).

IV. APPLICATION FOR COMMUNITY USE

Applications for use of Facilities, Fields or All City Athletic Complexes by non-school organizations for community or commercial groups or agencies must be obtained from the Office of Community Use of Facilities during normal business hours (6:00 a.m. to 3:00 p.m., Monday through Friday) at:

Service Building
Office of Community Use
Denver Public Schools
2800 W. 7th Avenue
Denver, CO 80204

Telephone numbers: (720) 423-4200 or 4201

DPS-sponsored school organizations must submit an e-mail request to the Office of Community Use.

The Office of Community Use of Facilities will coordinate scheduling and processing of payment responsibilities for all labor costs and insurance requirements for the use of all facilities to include kitchens/lunchrooms. Menu planning and staffing must be coordinated directly with the Food Services Department. The presence of kitchen personnel is mandatory when the kitchen is in use.

Application forms provided for Community Use of Facilities should be submitted at least two (2) weeks in advance of the date for requested use. Completed applications will be time/date stamped when received in the Office of Community Use.

Priority for facility use will be given to: I. DPS Schools and school sponsored organizations, II. DPS Community School Programs, III. Denver Parks & Recreation Programs, in the above order.

All other use of facilities will be processed on

programs by educational institutions, including universities and private schools.

Category F: Profit-Making or Fundraising Uses: This category includes use of school facilities by any group or organization reasonably designed to generate direct or indirect financial gain regardless of whether the primary purpose of the use is to generate such gain.

Category G: DPS Partnership Uses:

This category includes uses which by agreement with the school district result in reinvestment of net proceeds from the use to provide programs, events, or activities to economically disadvantaged students **free of charge**.

Category H: Prohibited Uses:

This category includes all uses which 1) are unlawful; 2) pose an unacceptable risk of damage to facilities, disruption of the educational programs or harm to the welfare of students, staff or the public; 3) are otherwise barred by school district rules or regulations; or 4) are otherwise inconsistent with the legitimate interests of the school district.

IV. USER FEES

A school district administration shall develop fees for community use of school facilities, to be submitted to the board of education for its approval, based on the following criteria:

1. An application fee shall be charged for all applications for non-school district uses, provided that Category B users who regularly use school facilities may be permitted to pay a single, annual application fee.
2. Category A users shall not be charged a fee for the use of school district facilities.
3. Category B users may be charged a fee to cover incremental labor and energy costs associated with

a first come, first served basis determined by the time and date the completed application was received in the Office of Community Use of Facilities.

Single permits may be entered into for a series of meetings of a particular group. However, a permit will not be issued during one school year for use during a future school year.

Field Use Permits

Field Use permit applications for athletic/recreational use will be due as follows:

Beginning of February - applications due for spring field permits.

Noise Ordinance

The DPS All City Sports Complexes are mainly utilized by the Athletic Department and the community at-large. All City Athletic Complex South has a noise ordinance which is strictly enforced. The public address systems at any All City Sports Complex may not be activated before 9:00 AM on weekdays and Saturdays or 12:00 PM on Sundays all sound equipment must be turned off by 5:00 PM. Events must end by 9:00 PM on any given night with the exception of High School Athletic Games. Music is not allowed unless otherwise authorized by the District. - The amplification levels of the public address system may not exceed city code levels (85 decibels). Citations will be issued by the City & County of Denver when codes are violated. Should security personnel be required to enforce any regulations of the permit, security cost will be billed to the permit holder. All applicants using DPS fields must sign the rules for use before the permit will be issued.

Application Fee

A \$25.00 non-refundable application fee in the form of a check or money order, made payable to Denver Public Schools, will be required from **Category B and Category C applicants** at the time the application is filed. If the community use application is not approved, or canceled by the District, the deposit shall be returned to the applicant within two weeks of the disapproval. Any changes to an application will result in a \$25.00 fee.

Verification of Space Availability

Upon receipt of the community use application and application fee, the Office of Community Use of Facilities will contact the school office and facility

their use of school district facilities.

4. Category C users shall be charged incremental labor and energy costs unless the principal of a school agrees to absorb such costs in the school budget or the school district agrees to bear such costs.

5. Category D, E, and F user fees shall be based on incremental labor and energy costs plus hourly fees determined according to the type of facility used and the category of use.

6. In addition to the foregoing, the Chief Operating Officer may negotiate fees with Category F users if it is determined that the school district's standard fees are significantly less than the commercial value of the use of its facilities given the nature of the commercial or profit-making activity to be undertaken by the user.

7. Fees for Partnership Uses (Category G) shall be subject to written agreement between the school district, through its Chief Operating Officer, and the user.

8. The school district may charge standard fees based on a presumed minimum number of hours used for any facility.

9. In addition to the foregoing, the school district may charge for security services, insurance, or any other services provided or costs incurred in connection with any given use.

10. Fees may be waived or reduced upon a user's agreement to provide goods or services to the school district. In kind exchanges of services for facility use must be agreed upon in advance with the school district. Any such agreement shall be based on a standard hourly "rate" for volunteer services or shall ascribe a value to a specific service project, such as playground installation, graffiti removal, or weed removal, to be applied to facility use fees.

V. INSURANCE/DAMAGE DEPOSITS

All facility users other than Category A users (which are covered by the school district's own insurance) shall obtain general liability insurance with a policy

manager and advise them of the request and arrange for custodial services or other necessary personnel.

Approval Process

The Office of Community Use of Facilities will determine the appropriate personnel required to be present at the facility for proper supervision and to protect the District property.

Appropriate personnel will be required to supervise the following areas:

Kitchen - At least one kitchen worker must be present.

Auditorium - High school stage requires the presence of the stage manager or designee. As many designees may be assigned by the stage manager as felt necessary for the activity. Attendance must not exceed the capacity of fixed seating in any District auditorium.

Pool - Requires the presence of the pool manager and/or certified lifeguard(s). The number of lifeguards needed will be determined by the number of participants.

The applicant, following review of the application, will be notified by the Office of Community Use of Facilities as to the approval or disapproval of the application.

Police Guards/ City Firemen/DPS Security

Uniformed city police officers, firemen and/or security must be on duty at least 15 minutes before and 15 minutes after the activity if so directed by the Office of Community Use of Facilities. Any and all fees and charges are to be paid directly to the Denver Public Schools.

Payment of Fees

If approved, the applicant shall make payment by check or money order to Denver Public Schools at the Office of Community Use of Facilities at least three (3) working days prior to the date of scheduled use. Failure to make payment within three (3) working days prior to the scheduled use will result in the permit being canceled. The application fee **will not be refunded.**

Permit

Following timely receipt of payment, a facility use permit (with a raised seal) will be issued to the applicant by the Office of Community Use of Facilities.

Cancellation by the District

limit of at least \$1,000,000, listing the school district as an additional insured. No permit for the use of any school facility shall be issued until a user:

(1) provides a certificate of insurance (which may be kept on file by the school district for a regular user of school facilities) meeting the foregoing requirements;

(2) purchase insurance for each specific use or uses through an insurance program available through the school district's Office of Community Use of Facilities; or

(3) present an insurance policy covering each specific use and meeting the foregoing insurance requirements.

In addition to insurance, the school district may require that any user provide a damage deposit or other appropriate security to protect the school district's interests for any given use.

VI. IMPLEMENTATION

The school district's Chief Operating Officer and Office of Community Use of Facilities shall be responsible for implementing these procedures and are hereby authorized to develop such forms, rules and regulations as may be necessary within the following parameters:

1. The application process shall use forms consistent with the requirements of these procedures. Applications shall be received at the Office of Community Use in the school district's administration building during the school district's normal business hours. Intra school district requests for use of school facilities shall be made by intradepartmental memorandum.

2. The Office of Community Use shall be responsible for coordinating scheduling regarding school facilities. The principal or administrator in charge of each school facility shall submit a calendar setting forth anticipated facility use for school purposes by September 29 of each year. The Office of Community Use shall thereafter be informed in writing of any changes to such calendars during the school year.

The District reserves the right to cancel facility use applications should the space be needed for emergency school or school-related activities. This privilege will be used only when necessary as a result of unavoidable circumstances. If the District must cancel the use of a space due to a problem with an approved site, the Office of Community Use of Facilities will try to arrange an alternative site. When school facilities are closed due to an emergency, inclement weather, or any other event which is beyond the control of the District, community use activities will also be canceled.

Payment for Damages

The district expects to provide safe and maintained facilities. The facilities should be inspected at the time of initial occupancy. The district expects to get the facilities back in the same condition. Any damage to the facility will be billed to the using group. Further use of any district facilities will be barred until such bills have been paid in full. The applicant will be billed for any damage resulting from improper or careless use of the facility, and shall make payment within 30 days of receipt of a bill.

Insurance

Applicant will provide its own insurance, listing DPS as an additional insured for \$1,000,000. Otherwise, applicant will need DPS to provide insurance at an additional cost. Insurance must be attained & secured at the time of permit processing.

Zoning

All applicants will be responsible for researching and attaining the appropriate permits from the City and County of Denver as required by law.

Denial of Request

Individuals, groups or organizations which advance any doctrine or theory which is subversive to the Constitution or laws of the State of Colorado or the United States or which advocate social or political change by use of violence will be denied the use of District facilities.

Misuse or abuse of buildings, facilities, equipment or grounds may be cause for immediate and future denial.

If, in the opinion of the District, a proposed activity will cause excessive wear or require extensive custodial time, the request may be denied.

Unauthorized Use of Facilities

3. The Office of Community Use shall assign priority to use of school facilities as follows, in descending order of priority:

a. school district activities directly related through the instructional program;

b. uses by schools and district-sponsored organizations;

c. Community School programs;

d. City and County of Denver parks and recreation programs;

e. all other uses shall be assigned on a first come, first serve basis, in accordance with the date and time a completed application meeting all of the requirements of this policy is received by the Office of Community Use of Facilities.

4. Upon receipt of an application, the Office of Community Use of Facilities shall promptly determine incremental and other costs associated with the proposed use, shall determine the appropriate fee in accordance with the requirements of this policy, and shall notify the applicant of fee requirements.

5. The following facilities shall not be available for community use other than for district approved programs: Administration building, Fox Street Facility, Department of Technology Services Building, Service Building, Yuma Street facility, 770 Grant Street, computer labs, technical and science labs, teacher offices, teacher workrooms, industrial arts areas, photography labs, warehouses, attic spaces, maintenance and custodial areas, boiler and mechanically equipment rooms, building crawl spaces, tunnels, and roofs.

6. State and local governments and their subordinate agencies may enter into written intergovernmental agreements with the school district to use school facilities. All such agreements shall be coordinated through the Chief Operating Officer and shall comply with the requirements of this policy.

. Groups whose use, in the judgment of the Board of Education or the designee, is inappropriate at a school location.

. i.e. Gambling, including games of chance
. Activities which are disorderly and/or unlawful or which are restricted by reason of race, creed or color, or a class protected by law.

. Commercial carnivals, circuses, or similar traveling shows.

Unavailability of Buildings

The following District facilities are NOT available for community use other than DPS approved programs:

. All offices in the Administration Bldg., Department of Technology, Service Bldg., Yuma St.

. Teacher offices and workrooms

. Industrial Arts areas

. Photography labs

. Warehouses

. Attic Spaces

. Maintenance and custodial areas

. Boiler and mechanical equipment rooms

. Building crawl spaces, tunnels or roofs

In the event of inclement weather, an energy shortage, conservation program, major maintenance, and/or renovation, staff shortages, work stoppage/strike, or other events beyond the District's reasonable control, some or all buildings, grounds, and facilities may not be available for other than school activities. In such cases, a specific facility rental may be canceled at the sole discretion of the District.

Buildings/facilities may be unavailable at certain times or on certain dates such as school holidays, weekends, summer vacations or when they are scheduled for maintenance, remodeling, or custodial programs.

Use of District Buildings by District Employees

Individual employees of the District may not use school facilities without obtaining an appropriate permit. Employees of the District cannot use school facilities for programs which allow for personal profit i.e., private class offerings, art studios, catering, etc., without obtaining appropriate permits and insurances from the Office of Community Use.

Intergovernmental Agreements

State and local governments and quasi-government agencies, such as city parks and recreation depts. may enter into written intergovernmental agreements with the District to use school buildings,

facilities, and grounds.

Church and Religious Activities

Facilities may be used for religious activities under the following conditions:

- . Church services and religious activities must be conducted at times when school is not in session.
- . Religious objects and symbols must be removed after each use.
- . Facilities may be used by church sponsored groups for non-religious activities such as, but not limited to, youth athletics and social gatherings.
- . Fees will be assessed according to the current applicable rates.

Nondiscrimination

All users are subject to laws and regulations which prohibit discrimination based upon age, sex, national origin, race, color, religion, or handicap.

User Responsibility and District Indemnity

- A. The permittee agrees to indemnify, defend and hold harmless School District No. 1 against any and all damages to property or injury to, or death of any persons, including property or employees of School District No. 1 from all claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith including operations of and acts or omission of employees or agents of the permittee.
- B. The permittee shall be responsible for the conduct and control of all participants and spectators and shall see that all federal, state municipal and District regulations governing safety are followed. The applicant shall also be responsible for taking immediate steps to stop any activity that threatens damage to the facility or injury to any person attending the activity. The applicant must agree to be financially responsible to the District for any and all damages that occur to the building and property during the period of use.

Rules regarding use of school facilities shall include at least the following requirements:

- a) **Use of School Facilities.** Use of school facilities must in no way interfere with school activities, and shall be limited to the activity specified in the approved use permit. The

Office of Community Use reserves the right to cancel a permit at any time.

- b) **Transfer.** Use permits may not be transferred or assigned. The permittee agrees to notify the Office of Community Use if the permit is not to be used.
- c) **Restriction to Area.** Persons using facilities pursuant to this policy must confine themselves to the rooms or corridors assigned for their use. These areas must be cleaned and restored to their original condition.
- d) **Safety.** Open flames, including candles flames, are not permitted in the school buildings. A lessee may have in attendance no more persons than the seating capacity of the facilities rented. Fire regulations limit the seating capacity of the auditorium; therefore, additional seating space may not be gained by placing extra chairs in the aisles.
- e) **Adult Supervision.** Buildings may be used only when adult supervision provided by the user is present. In addition, a school district employee must be present in the building throughout each permitted use.
- f) **Gymnasium Use.** Lessors must furnish basketballs, volleyballs, volleyball nets, towels for showers, wrestling mats, or other gymnasium equipment. No gymnasium equipment shall be provided on a rental basis. Hardwood gymnasium floors are restricted to soft-sole footwear such as tennis shoes.
- g) **Equipment.** Arrangements for the use of equipment must be made with the Office of Community Use.
- h) **Storage.** No storage facilities will be provided, nor responsibility accepted by the district for any equipment or materials brought in by the applicant, unless specifically addressed in the application. If items are stored, the district is not responsible for the items.
- i) **Food Service.** Refreshments may be served only in approved areas. Use of kitchen facilities is prohibited unless specifically authorized pursuant to the application process.
- j) **Parking.** Includes free use of the parking lot to the extent spaces are available at the time of the rental. If not leasing the building parking lot space is available at the normal fee schedule. Playgrounds may not be used for parking unless authorized by the Community Use Department. The district will not be liable

for vandalism, stolen property, or personal injuries, nor will it remove snow other than in the normal course of its operations.

- k) **Drugs.** Use or possession of controlled substances within the meaning of state and federal law is strictly prohibited on any school property.
- l) **Alcohol.** Use or possession of alcohol is prohibited on any school property.
- m) **Smoking.** Smoking in district buildings and on district grounds is prohibited.
- n) **Religious Activities.** Church services and other religious activities shall be conducted at times when school is not in session. Religious objects and symbols are to be removed after each use.
- o) **Security.** Should security personnel be required to enforce any regulations of the permit, security costs will be billed to the permittee.

The Office of Community Use of Facilities may rescind a permit, deny future permits, or impose conditions on future uses by an applicant for violations of school district rules and regulations related to facility use.

7. Rules regarding use of school facilities shall include at least the following requirements:

- a. **Use of School Facilities.** Use of school facilities must in no way interfere with school activities, and shall be limited to the activity specified in the approved use permit.
- b. **Transfer.** Use permits may not be transferred or assigned.
- c. **Restriction to Area.** Persons using facilities pursuant to this policy must confine themselves to the rooms or corridors assigned for their use.
- d. **Safety.** Open flames, including candle flames, are not permitted in the school buildings. A lessee may have in attendance no more persons than the seating capacity of the facilities rented. Fire regulations limit the seating capacity of the auditorium; therefore, additional seating space may not be gained by placing extra chairs in the aisles.
- e. **Adult Supervision.** Buildings may be used only when adult supervision provided by the user is present. In addition, a school district employee must be present in the building throughout each permitted use.
- f. **Gymnasium Use.** Lessors must furnish basketballs, volleyballs, volleyball nets, towels for showers, wrestling mats, or other gymnasium equipment. No gymnasium equipment shall be provided on a rental basis. Hardwood gymnasium floors are restricted to such soft-sole footwear as tennis shoes.
- g. **Equipment.** Arrangements for the use of equipment must be made with the Office of Community Use of

Facilities.

h. **Storage.** No storage facilities will be provided, nor responsibility accepted by the district for any equipment or materials brought in by the applicant, unless specifically addressed in the application.

i. **Food Service.** Refreshments may be served only in approved areas. Use of kitchen facilities is prohibited unless specifically authorized pursuant to the application process.

j. **Parking.** Includes free use of the parking lot, to the extent spaces are available at the time of the rental. Rental of parking lot space is available at either the normal fee schedule or on a per space basis. Playgrounds may not be used for parking unless authorized by the Chief Operating Officer. The district will not be liable for vandalism, stolen property, or personal injuries, nor will it remove snow other than in the normal course of its operations.

k. **Drugs.** Use or possession of controlled substances within the meaning of state and federal law is strictly prohibited on any school property.

l. **Alcohol.** Use or possession of alcohol is prohibited on any school property.

m. **Smoking.** Smoking in district buildings and on district grounds is prohibited.

n. **Religious Activities.** Church services and other religious activities shall be conducted at times when school is not in session. Religious objects and symbols are to be removed after each use.

8. The Chief Operating Officer or the Office of Community Use of Facilities may rescind a permit, deny future permits, or impose conditions on future uses by an applicant for violations of school district rules and regulations related to facility use.

Community Use of Facilities
Fee Schedule

Application fee: \$25.00 (due at time of application); non-refundable unless application is denied.

Change fee: \$25.00

Liability Insurance fee: \$1,000,000 liability insurance certificate listing DPS as an additional insured. Insurance may be purchased for an additional fee if needed.

Personnel Hourly Overtime rates:

Custodial Personnel* \$35.00

Maintenance Personnel \$35.00

Stage Manager \$32.00

Unarmed Guard \$20.50

Armed Guard \$26.50

Police Officer \$40.00

Fire Dept. Personnel \$40.00

Pool Manager/Lifeguard \$12.50

Student Assistant \$ 9.37

Food Service Employee \$18.85

*Custodial overtime rates begin ½ hour before the event and end ½ hour after the event with a minimum of 4 hours on weekends.

Facility Rental fee:

A minimum charge for 2 hours usage is required. (NC=No charge, only labor cost applies)

Category A: Free use by school organizations

Category B: Non-district educational use

Category C: Profit making use

FACILITY RENTALS

Hourly Rental Rates

Facility	Category A	Category B	Category C
Elementary School:			
Classroom	NC (labor only)	\$15.00	\$20.00
Gym/All Purpose	NC (labor only)	\$20.00	\$50.00
Auditorium	NC (labor only)	\$35.00	\$75.00
Cafeteria	NC (labor only)	\$35.00	\$75.00
Computer Lab	NC (labor only)	\$15.00 + \$1 per computer	\$20.00 + \$1 per computer

Facility	Category A	Category B	Category C
Middle School:			
Classroom	NC (labor only)	\$15.00	\$ 20.00
Gym/All Purpose	NC (labor only)	\$30.00	\$ 75.00
Auditorium	NC (labor only)	\$55.00	\$150.00
Cafeteria	NC (labor only)	\$25.00	\$100.00
Computer Lab	NC (labor only)	\$15.00 + \$1 per computer	\$ 20.00 + \$1 per computer

Facility	Category A	Category B	Category C
High School:			
Classroom	NC (labor only)	\$15.00	\$ 20.00
Gymnasium	NC (labor only)	\$45-55	\$100.00
Auditorium	NC (labor only)	\$80.00	\$250.00
Cafeteria	NC (labor only)	\$45.00	\$100.00
Lecture Hall	NC (labor only)	\$40.00	\$ 50.00
Swimming Pool	NC (labor only)	\$100.00	\$150.00
Computer Lab	NC (labor only)	\$15.00 + \$1 per computer	\$ 20.00 + \$1 per computer

Facility	Category A	Category B	Category C
All Schools:			
Lobbies, hallways	NC (labor only)	\$20.00	\$30.00

Kitchen Rental:

Food Service employees must be present whenever the kitchen is in need of being opened for use. Labor will be charged to the permitted at the rate of \$18.85 per hour, with a minimum of 3 hours.

Hourly Rental Rates

Facility	Category A	Category B	Category C
Elementary School:			
Kitchen Facilities:	NC (labor only)	\$30.00	\$40.00
Middle School:			
Kitchen Facilities:	NC (labor only)	\$37.50	\$50.00
High School:			

Kitchen Facilities:	NC (labor only)	\$37.50	\$50.00
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Denver School of the Arts

Hourly Rental Rates

Area	Category A	Category B	Category C
Classroom	NC (labor only)	\$ 15.00	\$ 20.00
Commons/lunchroom	NC (labor only)	\$ 45.00	\$100.00
Schomp Theatre	NC (labor only)	\$400.00	\$600.00
Concert Hall	NC (labor only)	\$200.00	\$250.00
Acting Studio	NC (labor only)	\$ 80.00	\$ 90.00
Dance Hall	NC (labor only)	\$200.00	\$300.00
Dance Studio	NC (labor only)	\$ 70.00	\$100.00
Rotunda	NC (labor only)	\$ 30.00	\$ 35.00

Denver School of the Arts Capacity

Classroom 30

Commons 200

Schomp Theatre 550

Concert Hall 290

Acting Studio 75

Dance Hall 180

Dance Studio 75

Rotunda 100



ATHLETIC FIELD/PARKING LOT FEE SCHEDULE

Hourly & Use Rental Rates

Grass Fields

Rental Rates – 2 hr. minimum charge is required

Category	Category A	Category B	Category C
Per Hour Charge	None	\$10 per hr	\$25.00 per hr
Maintenance Fee	None	\$10 per use	\$10 per use

Artificial Turf Fields

Rental Rates – 2 hr. minimum charge is required

Category	Category A	Category B	Category C
Per Hour Charge	None	\$50.00 per hr	\$60.00 per hr
Operations Fee	None	\$15 per hour	\$15 per hour

All City Sports Complex

Rental Rates – 4 hr. minimum charge is required

Category	Category A	Category B	Category C
Daytime Hourly	None	\$100.00 per hr	\$140.00 per hr
Night time Hourly	None	\$200.00 per hr	\$280.00 per hr
Operations	None	\$35.00 per hr	\$35.00 per hr

Sound System: \$25.00 per use

Scoreboard: \$50.00 per use

Concessions: Food Services will not charge for the use of the concession stands but reserves the right to determine when to open the stands, depending on the nature of the event and the number of spectators expected.

Tennis Courts

Category	Category A	Category B	Category C
Per Hour Charge	None	\$20.00 per hr	\$30.00 per hr

Parking Lots (fee charged when no inside space is required)

Category	Category A	Category B	Category C
Per Hour Charge	None	\$20.00 per hr	\$30.00 per hr
Maintenance Fee	None	\$10.00 per use	\$10.00 per use

All elementary and secondary playing fields may be scheduled for use when not in use for District activities unless closed for maintenance. No refund provisions are made in the agreement with users.

MOTION

I move that the Board of Education go into an Executive Session to discuss and review the Denver Federation for Paraprofessional proposed Tentative Agreement.