

# **AGREEMENT**

**BETWEEN**

**PUEBLO SCHOOL DISTRICT NO. 60**

**IN THE COUNTY OF PUEBLO**

**AND**

**STATE OF COLORADO**



**PUEBLO**

**SCHOOL DISTRICT 60**

*Educating for Purpose and Impact*

**AND THE**

**PUEBLO**

**PARAPROFESSIONAL**

**EDUCATION ASSOCIATION**

**September 1, 2019 –**

**August 31, 2020**

**PUEBLO SCHOOL DISTRICT 60**

315 W. 11th Street  
Pueblo, Colorado 81003

**BOARD OF EDUCATION**

Barbara Clementi .....President  
Frank Latino.....Vice President  
Robert Gonzales ..... Board Member  
Dennis Maes..... Board Member  
Taylor Voss..... Board Member

**Non-Voting Members**

David Horner..... Treasurer  
Geri Patrone ..... Secretary/Assistant Treasurer

**SUPERINTENDENT OF SCHOOLS**

Charlotte Macaluso

**PUEBLO PARAPROFESSIONAL EDUCATION ASSOCIATION**

KimSmith.....President  
Donna Raught ..... UniServ Director

September 1, 2019

**Mission**

To provide a high-quality education that assures each student the knowledge, skills, and dispositions to lead a life of purpose and impact.



**PUEBLO**  
SCHOOL DISTRICT 60  
*Educating for Purpose and Impact*

Pueblo School District No. 60 does not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity/expression, marital status, national origin, religion, ancestry, age, disability, need for special education services, genetic information, pregnancy or childbirth status, or other status protected by law in admission, access to, treatment or employment in its educational programs or activities. Additionally, a lack of English language skills is not a barrier to admission or participation in activities. The following individuals have been designated to handle inquiries regarding the non-discrimination policies: Eric DeCesaro, EEO/Affirmative Action/Title IX/Section 504 Compliance Officer for complaints involving employees, and Cheryl Madrill, Title IX Compliance Officer for complaints involving students. Both individuals can be located at 315 West 11th Street, Pueblo, Colorado 81003, (719) 549-7100. Complaint procedures have been established for students, parents, employees, and members of the public. (Policy AC, AC-R).

Si tiene alguna pregunta sobre esta información, por favor llame a la escuela de su niño.

AGREEMENT

between

PUEBLO SCHOOL DISTRICT NO. 60  
IN THE COUNTY OF PUEBLO AND STATE OF COLORADO

and THE

PUEBLO PARAPROFESSIONAL EDUCATION ASSOCIATION

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# **AGREEMENT**

This Agreement is made and entered into by and between the Board of Education of Pueblo School District No. 60 in the County of Pueblo, State of Colorado, on behalf of said school district and the Pueblo Paraprofessional Education Association, affiliated with the Colorado Education Association and the National Education Association, on behalf of itself and the Paraprofessionals of the said school district and constitutes the entire agreement of both parties, effective on the first day of September 2019.

## **PREAMBLE**

WHEREAS, this Agreement is between the Pueblo School District No. 60 Board of Education, Pueblo, Colorado, hereinafter referred to as the Board, and the Pueblo Paraprofessional Education Association, hereinafter referred to as the Association. In accordance with the established policy of the Pueblo School District No. 60, this Agreement is entered into and is dedicated towards establishing an effective labor-management relations program.

NOW, THEREFORE, the parties agree as follows:

# ARTICLE ONE

## DEFINITIONS

- 1-1 The term **PARAPROFESSIONAL** as used in this Agreement shall refer to all regular, full-time, annual contractual, Paraprofessional employees and temporary employees hired under R&R represented exclusively and solely by the Association as defined in Article Three - Recognition. Employees hired as temporary employees shall have no seniority rights.
- 1-1-1 Paraprofessionals shall be referred to as “Para pros” in the plural or “Paraprofessional” in the singular.
- 1-2 The term **BOARD** shall mean the Board of Education of Pueblo School District No. 60, County of Pueblo, State of Colorado.
- 1-3 The term **ASSOCIATION** as used in this Agreement shall mean the Pueblo Paraprofessional Education Association (PPEA), an Association affiliated with The Spanish Peaks UniServ Unit, the Colorado Education Association and the National Education Association.
- 1-4 The term **DISTRICT** shall mean Pueblo School District No. 60 in the City of Pueblo, County of Pueblo, State of Colorado.
- 1-5 The term **SCHOOL WORK YEAR** as used in this Agreement shall mean that period of time from the opening of the schools of the District in the fall, usually in September, through the closing of schools in the spring, usually in June, as shown on the official school calendar.
- 1-6 The term **PARTY OR PARTIES** shall mean the Board of Education of Pueblo School District No. 60, County of Pueblo, State of Colorado, or its representatives acting in their behalf.
- 1-7 The term **SUPERINTENDENT** as used in this Agreement shall mean the Superintendent of Schools of Pueblo School District No. 60, County of Pueblo, Colorado or his designee.
- 1-8 The term **WORKDAY** shall mean that period of hourly time when a Paraprofessional shall be required to be present at a given building or location and shall perform such duties as shall be assigned by the Board or Administration.
- 1-9 The term **CONTRACT WORK YEAR** as used in this Agreement shall consist of the workdays, as shown on the official school calendar adopted by the Board of Education, when a Paraprofessional shall be required to be present at a given building or location and perform such duties as shall be assigned by the Board or Administration.
- 1-10 The term **SENIORITY** as used in this Agreement shall mean the total length of continuous and uninterrupted service from the date of regular, full-time employment as a Paraprofessional in Pueblo School District No. 60.
- 1-11 The term **ADMINISTRATOR/SUPERVISOR/PRINCIPAL** as used in this Agreement shall mean any individual employed by the District in a management position in any work location or any functional division in the District. Where the term Administrator/Supervisor/Principal is used, it is understood that a designee may act in his behalf.
- 1-12 The term **STUDENT NEEDS** as used in this agreement applies to those needs reflected in the Individualized Education Plan (IEP) or other documented educational needs, i.e. 504 plans, ILPs, IEPs or other educational plans.

## **ARTICLE TWO**

### **GENERAL TERMS**

- 2-1 The Association shall admit Paraprofessionals to membership without discrimination on the basis of race, creed, color, national origin, sex, age, marital status or disability and to represent Paraprofessionals equally, recognizing that membership in the Association is voluntary and not a requirement for employment in the District.
- 2-2 The Board shall not discriminate against any Paraprofessional on the basis of race, creed, color, national origin, sex, age, marital status, disability, or membership or non-membership in any Paraprofessional organization.
- 2-3 The Board shall make available to the Association an advance copy of the agenda, the personnel report and the minutes for each official Board meeting through the normal District distribution procedure.
- 2-4 The Agreement constitutes Board policy and is the entire agreement for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.
- 2-5 No additions, waivers, deletions, modifications, changes or amendments of this Agreement shall be made during its life except by mutual consent in writing of the parties hereto.
- 2-6 The provisions of this Agreement shall control where any direct conflict exists between this Agreement and Board policy, practice, custom, writing or intentions not incorporated in this Agreement. Any matter not covered by the provisions of this Agreement shall be controlled by Board policy.
- 2-7 At the request in writing of either party, the other shall make available copies of data pertinent to the subject of negotiations consistent with the Colorado Open Records Law. Either party shall reimburse the other for any unusual costs of obtaining such data, which cost is mutually agreeable to both parties.
- 2-8 If any provision of this Agreement, or any application of the Agreement, to any Paraprofessional or group of Paraprofessionals shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 2-9 It is recognized that the District is considered the primary employer for all Paraprofessionals and, as such, is due certain responsibilities and obligations.
- 2-10 It is agreed that where the feminine gender is used, it shall also apply to the masculine gender, and where the singular is used, it may also apply to the plural.
- 2-11 Significant changes in Paraprofessional job descriptions and/or additional Paraprofessional job descriptions contemplated by the District shall be discussed by the District and an official representative of the Association as designated by the Pueblo Paraprofessional Education Association. Discussions shall take place early enough in the District's decision-making

process so that suggestions by the Pueblo Paraprofessional Education Association may be legitimately considered by the District.

- 2-12 The District shall maintain and publish a seniority list of the employees within the bargaining unit no later than October 1st of each year. Thereafter, the Association may request such lists up to four times per year.
- 2-13 A minimum of three (3) PPEA representatives shall meet quarterly during the school year with a representative(s) of the Administration to discuss program needs, absenteeism and work related issues.



## **ARTICLE THREE**

### **RECOGNITION**

- 3-1 Based on the election of April 29, 1981 wherein a majority of the Para pros voted for representation by the Association, the Board herewith recognizes the Association as the exclusive and sole representative of all District Paraprofessionals.
- 3-2 The Board agrees not to recognize any other organization other than the Association, nor shall the Board negotiate directly with any other Paraprofessionals for the duration of the Agreement.
- 3-3 The Association shall certify to the Board no later than October 1st of each year adequate evidence that its current membership list represents a majority of the Parapros in the District. Not less than ninety (90) days nor more than one hundred twenty (120) days prior to the end of the term of this Agreement, Para pros of this unit may submit a petition to the Board signed by thirty (30) percent of the unit requesting that an election be held to determine the representation status.
- 3-4 In the event of such petition and formal approval of the Board and in accordance with the rules established by the parties in interest, a completely impartial and fair election shall be held to determine if a majority of the unit wishes to be represented by the Association, other specified organizations, or no organization. If agreement for the conducting of an election cannot be reached, the American Arbitration Association shall conduct such election within thirty (30) days of the presentation of the petition, unless mutually agreed otherwise. The cost of conducting such election shall be borne by the challenging groups, which appear on the ballot. A majority of unit personnel voting in said election shall constitute a majority for purposes of determining recognition status. At such time that recognition is lost pursuant to the procedures described above, any and all agreements between the parties shall be considered void on the expiration date of this Agreement.
- 3-5 The Board may challenge the majority representation status of the Association and request a representation election no less than ninety (90) days nor more than one hundred twenty (120) days prior to the end of the term of this Agreement. Such election shall be conducted as noted above. Costs of a Board-challenged election shall be borne by the Board.
- 3-6 All rights and privileges granted to the Association under terms and provisions of this Agreement are for the exclusive use of the Association.

# ARTICLE FOUR

## ASSOCIATION RIGHTS AND PARAPROFESSIONAL RIGHTS

### 4-1 DUES CONTRIBUTIONS

- 4-1-1 Association dues, as uniformly established by the Association, shall be withheld from the Paraprofessional employee's pay on a monthly basis, provided there has been a signed authorization filed with the Board.
- 4-1-2 Beginning and after September 1, 1990, the District shall withhold from the salary of all employees in the bargaining unit represented by PPEA an amount equal to the dues of the United Education Profession (UEP), which includes (PPEA/CEA/NEA). The amount of money to be withheld and transmitted to the Association shall be an amount equal to the total dues of the UEP prorated over twelve (12) equal monthly installments, September through August.
- 4-1-3 PPEA will send a letter to the bargaining unit in August of each year informing the bargaining unit of membership benefits and cost in addition to the process and dates to revoke the representation fee. Regular membership dues deductions shall be made for every Paraprofessional who is a member in accordance with Article 4, Section 4-1. A non-member Paraprofessional wishing not to pay the representation fee described above may so indicate by each individual employee sending a certified request return receipt letter which must be received at the UniServ office between September 1 and September 15 of each year with a copy to the District payroll office. Written notification shall include the name, local Association, building and position of the employee. If the 15th of the month falls on a Saturday or Sunday, revocation letters must be received by the Friday of the preceding week. Only this method of revocation will be recognized by PPEA and the District.
  - 4-1-3-1 Upon resignation, retirement or termination of employment with the District, payroll deduction for Association dues shall terminate with the employee's final District pay.
- 4-1-4 The Association agrees to present to the District Payroll Office no later than September 15 or each school year the professional dues authorization forms of its members and revocation forms of non-members and a statement from the treasurer of the Association certifying the amount of professional dues to be deducted from each Paraprofessional's salary.
- 4-1-5 A statement itemized by employee, together with the total dues deducted, shall be transmitted monthly to the Secretary-Treasurer of the Association. The Association agrees to indemnify and save the School District harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for dues from an employee's pay.

4-1-5-1 The Association agrees that the District shall be held harmless and not liable for dues deduction due to the employee's financial obligations that may occur, or on the last month due to resignation, termination, retirement or any long-term leave.

4-1-6 The Association assumes full responsibility for the disposition of moneys so deducted once they have been turned over to the Pueblo Paraprofessional Education Association.

4-1-7 The authorization form shall read as follows:

I hereby authorize and direct the Board of Pueblo School District No. 60 to deduct from my monthly wages the continuing Association membership dues of the Pueblo Paraprofessional Education Association and forward them to the Secretary-Treasurer of the Association. I understand that I may cancel and revoke this authorization by giving written notice to the Association. between September 1 and September 15 of any year, in the same manner as provided in section 4-1-3 above.

Date \_\_\_\_\_ Signed \_\_\_\_\_

#### 4-2 USE OF SCHOOL FACILITIES

4-2-1 The Association shall have the right to use school buildings for Association meetings provided advance approval is granted by the District in accordance with the District Building Use Guidelines.

4-2-2 The Association shall have the right to deliver and receive materials through the school mail delivery service. Materials will be collated and ready for delivery.

4-2-3 The Association shall have the right to place notices, circulars and other material relevant to the Association's activities in Paraprofessionals' mailboxes and on a designated school bulletin board in the faculty lounge or common staff work areas not normally accessible to students.

4-2-4 The Association accepts full responsibility for material posted on bulletin boards and/or delivered through the school mail as it relates to Association business.

4-2-4-1 As a courtesy, a copy of general announcements and postings shall be forwarded to the Office of Human Resources.

#### 4-3 ASSOCIATION RIGHTS

4-3-1 The president of the Association shall be permitted to visit schools. Upon arrival at any school, the president shall immediately notify the Office of the Principal of her presence. No visit shall disrupt an employee's duties or work schedule.

#### 4-4 PARAPROFESSIONAL RIGHTS

4-4-1 A Paraprofessional shall not be disciplined, reduced in compensation, or otherwise inequitably treated by administration without cause.

4-4-2 A Paraprofessional shall be given prior notice and a representative from the Association shall be present unless waived in writing by the employee when

she/he is to receive any form of verbal or written discipline by the Board or its agents.

- 4-4-2-1 Paraprofessionals shall have the right to submit a written rebuttal to any verbal or written discipline or complaint that may be placed in the personnel file and such written rebuttal shall be attached to the disciplinary item in the file. Any written discipline or complaint is subject to Article 6.
- 4-4-3 Paraprofessionals shall have access to their personnel file in accordance with the Colorado Open Records Law.
  - 4-4-3-1 There shall be only one official personnel file maintained by the District for each Paraprofessional.
  - 4-4-3-2 The District shall not place any item in an employee's personnel file without the employee's knowledge.
- 4-4-4 Written notations reflecting upon an aspect of a Paraprofessional's professional conduct, which notations do not constitute a formal written warning, shall be of no force and effect if not reduced to formal written discipline by the end of the current school work year.
  - 4-4-4-1 Anonymous complaints shall not be used for discipline or evaluation purposes.
    - 4-4-4-2 Complaints from parents or the public shall be documented and in writing when possible; the Paraprofessional shall be notified who made the complaint and where it took place and given the ability to respond.
- 4-4-5 The District shall provide professional development training related to Paraprofessionals.
  - 4-4-5-1 The District shall provide First Aid and CPR Training three times per year; fall, winter and spring.
  - 4-4-5-2 Two representatives of PPEA will sit on the newly formed professional development committee for ESS to submit recommendations and provide input on professional development opportunities and trainings prior to the end of each school year.
  - 4-4-5-3 Tuition reimbursement for classes completed by Paraprofessionals, when available, shall be in accordance with District policy and practice.
- 4-4-6 The Board shall attempt to maintain equipment, facilities and an environment conducive to education in such a manner that shall not endanger or otherwise jeopardize the health and safety of employees.
  - 4-4-6-1 In the event of any assault, disorderly conduct or harassment toward a Paraprofessional, the Paraprofessional shall promptly complete a complaint form describing the incident in accordance with the District

policy on staff protection. Necessary assistance should be rendered when appropriate.

- 4-4-7 District work rules shall be posted on the District web site and shall be available upon request through the immediate supervisor. All Paraprofessionals shall be given a copy of the District work rules upon initial employment and at the beginning of any contract year when the District work rules have been revised. Each employee shall sign that she has access to the work rules.
  - 4-7-7-1 All Paraprofessional employees upon request shall be provided a copy of their job description.
- 4-4-8 Evaluation of non-probationary Paraprofessionals shall be conducted according to a performance evaluation plan developed by the Classified Staff Performance Evaluation Committee, which was established in September of 1995.
  - 4-4-8-1 The evaluation plan shall not be tied to performance pay during the term of this agreement.
  - 4-4-8-2 Compliance with the evaluation procedure and/or overall unsatisfactory evaluations are proper subjects for the grievance procedure.
- 4-4-9 A full-time regular Paraprofessional shall be regarded as a probationary employee during the entire first year of employment in the District. Temporary employees shall be regarded as probationary for the duration of their employment contract. Probationary employees may be discharged at the discretion of and as exclusively determined by the District, and such action shall not be permitted a review through the grievance procedure.
- 4-4-10 The Office of Human Resources shall notify Paraprofessionals annually via the individual contract notice of the Paraprofessionals column, step and respective status for the upcoming contract year.

# **ARTICLE FIVE**

## **NEGOTIATIONS**

### **5-1 SCOPE OF NEGOTIATIONS**

5-1-1 The scope of negotiations shall be on matters concerning salaries, benefits, terms and conditions of employment and other items mutually agreed upon.

### **5-2 CONDUCTING NEGOTIATIONS**

5-2-1 The Association and the District agree that negotiations shall be guided by the following procedures, which may be modified at any time by mutual consent.

5-2-2 The parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues which arise during the negotiations process. Both parties agree to present reasonable proposals which demonstrate educational and fiscal responsibility. The obligations of good-faith negotiations do not compel either party to agree to or make concessions on specific issues.

5-2-3 The parties agree that the primary teams at the table for each side will be limited to seven participants. A majority of each team shall be District employees.

5-2-4 Either party shall make available, upon request, all readily available information necessary for negotiations.

5-2-5 Whenever possible, negotiations shall not be scheduled for consecutive days so that both parties may have the opportunity to review and respond to the other's proposals.

5-2-6 Negotiations mutually agreed upon shall be conducted during the days and places mutually agreeable to the negotiators named by each party.

5-2-7 It is recognized that either party may, if it so desires, utilize the services of consultants or experts on a certain topic. Such consultants or experts shall be permitted full participation in the discussion of the identified topic and will not be considered a formal addition to the team.

5-2-8 Any room rental, meeting set-up costs or facilitation costs incurred during any negotiation process outlined herein shall be shared equally by both parties. Meals and room service costs shall be paid by the party which incurred them.

5-2-9 Negotiations shall be conducted in closed session unless both parties agree to the contrary.

5-2-10 During negotiations, releases to the news media shall be made only as agreed to jointly.

### **5-3 INFORMAL NEGOTIATIONS**

5-3-1 At any time during the term of this Agreement, either party may request a meeting to discuss any issue or concern. The moving party shall initiate this request by delivering a letter identifying, in detail, the issue or concern and citing the provisions in the Agreement which relate to the issue or concern.

- 5-3-2 Within ten (10) workdays from receipt of the request, the Administrator in charge of Human Resources and the Association President shall arrange for a mutually agreeable time and place for discussion. This meeting shall be attended by a minimum of two (2) persons from each party.
- 5-3-3 At the meeting, the parties shall fully explain, discuss, and explore the issue or concern. By mutual agreement, subsequent meetings may be scheduled with other professionals or experts and with additional members of each party's negotiation team to discuss further the issue or concern.
- 5-3-4 If at any time the parties resolve an issue or concern relating to the provisions of this Agreement, such resolution shall be incorporated into a Memorandum of Understanding, which shall remain in effect until the expiration of the current contract.
- 5-3-5 Should facilitation become necessary to resolve certain issues or concerns, the parties may mutually agree to engage the services of one or more facilitators to benefit the process of reaching an agreement.
- 5-3-6 Failure to arrive at a mutually acceptable agreement during informal negotiations may result in the issue being revisited at the next formal negotiations session.

#### 5-4 FORMAL NEGOTIATIONS

- 5-4-1 A written request for formal negotiations between the Association and the Board may be submitted by either party. Such request shall be directed to the designated representative of the other party. The request shall occur no earlier than January 15 nor later than February 1.
- 5-4-2 A written response shall be made by the receiving party within ten (10) school days of the receipt of such written request for negotiations.
- 5-4-3 The first meeting shall be held on or about February 15 unless agreed otherwise by both parties.
  - 5-4-3-1 Formal written proposals may be presented by either side. The parties shall identify in writing those articles they wish to open for negotiation. The issue or concerns with the current language shall be briefly summarized, and proposed solutions along with their rationale shall be included. Both parties shall fully inform themselves about the issues and concerns through open discussion.
  - 5-4-3-2 At successive meetings, both parties shall work together to identify alternatives for addressing issues or concerns. These alternatives shall be jointly evaluated and a recommended course of action shall be identified.
  - 5-4-3-3 Whenever possible or practical, all relevant issues, concerns, solutions and inter-related contract provisions shall be addressed at the same time.

5-4-3-4 Should facilitation become necessary to resolve finally certain issues or concerns, both parties may mutually agree to engage the services of one or more facilitators to benefit the process of reaching agreement.

5-4-3-5 Resolutions shall be reduced to writing and tentatively agreed to by the Association and the District.

## 5-5 ADOPTION OF AGREEMENT

5-5-1 Individual items on which tentative agreement is reached during negotiations shall be reduced to writing, dated and signed by the teams' spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire agreement by both parties.

5-5-2 It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the members of the Association and adoption by the Board.

5-5-2-1 The Association agrees to submit the tentative agreement to the ratification process within fourteen (14) calendar days of the signing of the tentative Agreement and to notify the Board in writing of the results of such process.

5-5-2-2 Within fourteen (14) calendar days of receipt of such results, the Board agrees to act upon the tentative agreement.

5-5-2-3 After ratification by both parties, the Board and the Association shall sign the Agreement.

## 5-6 MEDIATION

5-6-1 If agreement has not resulted from negotiation, either party may declare impasse and notify the other party in writing of its desire to submit the issues in dispute to mediation.

5-6-2 By November 1st the parties shall select a mediator as follows:

5-6-2-1 The Board and the Association shall each exchange a list of five (5) mediators acceptable to them. From these lists, if possible, a mutually acceptable mediator shall be selected.

5-6-2-2 Should the Board and the Association be unable to agree upon a mediator within five (5) school days, the American Arbitration Association shall be requested to furnish a list of five (5) mediators from which the parties agree to select a mediator.

5-6-2-3 Within seven (7) calendar days of the mailing date of such lists, the parties shall meet and alternately cross off names to which they object, with the one requesting mediation marking first, then the other party, etc., until one name remains. The one remaining shall act as the mediator.

5-6-3 Once a mediator is selected as provided in Section 5-6-2, the mediation rules of the American Arbitration Association, as applicable, shall prevail.



- 5-6-4 The mediator is not empowered in any way or permitted to make any findings of fact, recommendations, or decisions concerning the position of the parties and/or the issues related thereto.
  - 5-6-5 The format, dates and times of meetings shall be arranged by the mediator, and such meetings shall be conducted in closed sessions.
  - 5-6-6 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.
- 5-7 FACT-FINDING
- 5-7-1 By November 1, the parties may mutually agree to select a fact-finder in the manner provided in Section 5-6-2 for selecting a mediator.
  - 5-7-2 If the mediation described in Section 5-6 fails to bring about agreement on all issues, either the Board or the Association may request that the issues which remain in dispute be submitted to a fact-finder.
  - 5-7-3 The fact-finder shall have the authority to hold hearings and make procedural rules.
    - 5-7-3-1 The fact-finding process shall be conducted daily from the date it begins unless otherwise agreed to by both parties.
    - 5-7-3-2 All hearings by the fact-finder shall be held in closed session, and no news releases shall be made concerning progress of such hearings.
    - 5-7-3-3 If the fact-finder elects to receive summary briefs of the positions of each of the parties, such briefs shall be delivered to the fact-finder no later than five (5) calendar days following the last fact-finding hearing.
  - 5-7-4 Within a reasonable time after the conclusion of such hearings, the fact-finder shall submit a report in writing to the Board and the Association only and shall set forth in the report the finding of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor the Association.
  - 5-7-5 Within five (5) calendar days after receiving the report of the fact-finder, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting.
  - 5-7-6 The respective parties shall take official action on the report of the fact-finder no later than fifteen (15) calendar days after the meeting described in Section 5-7-5.
  - 5-7-7 Tentative agreement reached on the issues in dispute as a result of fact-finding shall be submitted to the process provided in Section 5-5.
  - 5-7-8 The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.
  - 5-7-9 Either party may request that an official stenographic record of the testimony

taken at the fact-finding hearings be made, and a copy of any transcript shall be provided to the fact-finder. The party requesting the official stenographic record shall pay the costs thereof except that if both parties mutually agree in the request for an official stenographic record of the testimony, the total cost shall be shared equally.

5-8 The parties may mutually agree to combine mediation and fact-finding.

# ARTICLE SIX

## GRIEVANCE PROCEDURE

### 6-1 DEFINITIONS

- 6-1-1 A **GRIEVANCE** shall mean a written complaint by an employee and/or the Association that there has been an alleged violation, misinterpretation or inequitable application of any of the provisions of the Agreement, except that the term “grievance” shall not apply to any matter in which the method of review is prescribed by law.
- 6-1-2 **THE AGGRIEVED** is an employee and/or the Association who is asserting a grievance.
- 6-1-3 A **PARTY IN INTEREST** is an employee and/or the Association making the complaint and any employee who might be required to take action or against whom action might be taken in order to resolve the complaint.
- 6-1-4 An **ASSOCIATION REPRESENTATIVE** shall refer to the person designated by the Association to represent the interest of the aggrieved in the grievance procedure.
- 6-1-5 A **WORKDAY** as used in the grievance procedure shall mean any day in which the central administrative offices of the District are open for business.

### 6-2 PURPOSE

- 6-2-1 As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this article is to secure, at the lowest administrative level, equitable solutions to the problems, which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 6-2-2 The solution of grievances with those immediately concerned shall be encouraged on an informal basis. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the employee’s immediate supervisor or any other administrator to have the grievance resolved. The resolution shall be consistent with the terms of this Agreement.
- 6-2-3 In order to maintain a high degree of efficiency in personnel administration, the District and the Association shall advise their respective staff and membership of the results of grievances that may bring about changes in the educational process.

### 6-3 PROCEDURE

- 6-3-1 Employee grievances alleging discriminatory treatment by the District based on the complainant’s age, religion, national origin, sex, race, marital status or disability may be filed under the District’s procedures for resolving discrimination complaints and/or under this Agreement.
- 6-3-2 Grievances shall be considered valid only if the first written application for redress

of the grievance is filed within fifteen (15) workdays from the time the aggrieved knew of the act or condition on which the grievance is based.

- 6-3-3 It is agreed that if at each level of the grievance procedure no appeal is filed within the time limits provided, the grievance shall be considered to have been satisfactorily settled on the basis of the last resolution. Should an administrator not answer a grievance within the time limits specified, the grievance will automatically be advanced to the next level.
- 6-3-4 It is important that grievances be processed as rapidly as possible; therefore, the number of days indicated at each level shall be considered as a maximum unless mutually extended, and every effort shall be made to expedite the process. Grievances shall be held at a time and place mutually agreed upon by all parties concerned.
- 6-3-5 The Board and the Association agree to make available upon request to the aggrieved party and their designated representative, and to the Office of Human Resources, all pertinent information not privileged under law in their possession or control and which is relevant and material to the issues raised by the grievance.
- 6-3-6 Neither party nor its agent shall in any way harass, intimidate or otherwise take reprisals against any employee by reason of participation or non-participation in the processing of a grievance.
- 6-3-7 Upon mutual agreement of the Association and the Office of Human Resources, grievances of special scope and significance may be filed initially at Level Two. Grievances involving the dismissal of employees shall automatically be filed at Level Two.
- 6-3-8 Decisions rendered at Levels One and Two of the Grievance Procedure shall be in writing, setting forth the decisions and reasons therefore, and shall be transmitted to the Association.
- 6-3-9 All written and printed matter dealing with the processing of a grievance shall be filed separately and not in the central office personnel files of the aggrieved.
- 6-3-10 Grievance forms shall be jointly prepared and distributed by the Administration and the Association. Printing costs shall be shared equally between the Board and the Association.
- 6-3-11 Any time limits set forth in this grievance procedure may be extended by mutual agreement of the Association and the District in writing within five (5) workdays.
- 6-3-12 The written grievance shall include the date and a brief description of circumstances giving rise to the Grievance, and refer specifically to the Article and Section of the Agreement, which is alleged to have been violated, misinterpreted or inequitably applied. Failure to comply with this provision shall result in the Grievance being declared invalid by the Office of Human Resources.

6-4 INFORMAL/COLLABORATIVE

6-4-1 When an employee becomes aware of an act or a situation that may result in a written grievance, the employee and his/her chosen Association representative shall discuss the issue or concern with the employee's immediate supervisor and a representative from the Office of Human Resources in an attempt to resolve the issue informally. In the event that the Association representative is not immediately available, a meeting date shall be scheduled within at least 48 hours.

6-4-2 If the issue in dispute is resolved or the grievance is withdrawn, or if no resolution is reached at the process level, the outcome shall be reduced to writing and signed by both parties.

6-5 LEVEL TWO - HEARING

6-5-1 If the Grievance is not resolved at Level One, the aggrieved may request to advance the Grievance to Level Two in writing with the Association within five (5) workdays of the conclusion of the Level One meeting. The Association may file the appeal with the Office of Human Resources within five (5) workdays after the Association receives the written request from the Grievant.

6-5-2 The Administrator in charge of Human Resources or designee shall act as the hearing officer at Level Two of the Grievance Procedure. A hearing shall be scheduled to meet with the aggrieved and the Association, and any other parties involved in the Grievance in an effort to resolve the Grievance. A hearing date shall be scheduled within ten (10) workdays after receipt of the written Grievance by the Administrator in charge of Human Resources or Designee.

6-5-3 The Administrator in charge of Human Resources or Designee shall reduce the decision to writing and forward the written decision to all parties within ten (10) workdays of the hearing.

6-6 LEVEL THREE - ARBITRATION/MEDIATION

6-6-1 If the aggrieved or the Association is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within seven (7) workdays after the Level Two hearing, the aggrieved may, within five (5) additional workdays, request in writing that the Association submit the grievance to mediation or arbitration. If the Association deems the grievance meritorious, or if the Association is not satisfied with the disposition of the grievance, or if no decision has been rendered, the Association may demand Mediation or Arbitration of the matter by giving the written notice to the Office of Human Resources within twenty (20) workdays after the Level Two hearing was concluded.

6-6-1-1 The Association may demand either Mediation or Arbitration, but not both.

6-6-2 The Mediator or Arbitrator shall be selected as described in section 5-6-2-1 through 5-6-3 of this Agreement.

- 6-6-3 All hearings held by the Mediator or Arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearing.
- 6-6-4 The Mediator or Arbitrator's report shall be submitted in writing at the earliest possible time, but not to exceed thirty (30) calendar days after the date of the close of the hearings. The report shall be given to the Board and the Association only.
- 6-6-5 The Mediator or Arbitrator shall not have the power to add to, subtract from, or modify any terms of this agreement or terms of applicable Board policy, nor shall the mediator or arbitrator have the power to decide any issue(s) other than the one of violation, misinterpretation or inequitable application. The parties agree to give good-faith consideration to the recommendations of the arbitrator, but such recommendations shall in no way be binding on either party, but shall be advisory only.
- 6-6-6 Expenses for the services of the Mediator or Arbitrator, including per diem expenses, actual and necessary travel expenses, and subsistence shall be shared equally by both parties.
- 6-6-7 The Board shall take official action on the recommendations of the arbitrator at its next regularly scheduled meeting unless the decision is rendered within ten (10) workdays prior to said Board meeting, in which event, action shall be taken at the next regular meeting of the Board.

## 6-7 REPRESENTATION

- 6-7-1 The aggrieved may be represented at any level of the grievance procedure by persons of the aggrieved's choosing, except that the aggrieved shall not be represented by a representative or an officer of any organization other than the aggrieved's Association (Article 1-3).
- 6-7-2 The Association shall designate to the Administrative Hearing Officer, prior to the hearing, the employee's Representative who shall represent the interest of the aggrieved in a grievance hearing.
- 6-7-3 The Office of Human Resources shall appoint an administrative hearing officer and shall notify the Association of the Hearing Officer in charge of the grievance. The notification shall include possible dates for the hearing. The date of the hearing shall be mutually agreeable.

# ARTICLE SEVEN

## LEAVE POLICY

- 7-1 When an employee is or expects to be absent from work for seven (7) consecutive workdays or more, the employee shall contact the Office of Human Resources to determine the type of leave provided under the terms of this agreement that may be taken given the facts of the employee's situation and to identify the employee's official leave status.
- 7-2 ANNUAL EXCUSED LEAVE
- 7-2-1 Full-time Paraprofessionals on active duty the first day of the current school work year shall accrue annual excused leave with full pay for fourteen (14) school days or 105 hours in each school work year providing they remain employed for the entire school work year, otherwise as per 7-1-1-1.
- 7-2-1-1 If the Paraprofessional's effective date of employment is after the beginning of the current school work year, the Paraprofessional shall accrue one (1) workday or 7.5 hours of excused leave for each full month of employment during the current school work year.
- 7-2-2 The annual excused leave granted for the current contract year may be used for only the following purposes:
- 7-2-2-1 Approved Purposes:
- Personal Medical Disability
  - Medical Disability or Death in the Immediate Family, which shall include mother, father, brother, sister, spouse, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild or anyone living in the home.
  - Death of Other Relative
  - Child Adoption/Childbirth
  - Personal Leave
- 7-2-2-2 No more than four consecutive excused leave days may be used at any one time. If additional days are needed, they must be authorized by the supervisor before they can be taken.
- 7-2-2-3 If possible, the Paraprofessional shall notify the immediate supervisor in writing of the intention to use personal leave at least one (1) week in advance of absence.
- 7-2-2-4 Personal leave shall not be taken the first or last day of each semester or the last school day before or the first day after a holiday or vacation period unless approved by the immediate supervisor.
- 7-2-3 The District and Association recognize the importance of appropriate use of the leave policy for quality education. To support the District and Association in

providing quality education as it relates to leaves, the following procedure shall be followed:

At any time an employee's absence rate exceeds six (6) annual excused leave days granted for the current contract year, that employee's absence rate may be subject to review by the Administration. Legitimate absences are those absences for approved purposes in Article 7-1-2-1. The review shall consist of a meeting with the Administration and a representative of PPEA to review why the absences have occurred. If the absences are not for legitimate reasons, a verbal warning from the Administration shall be in effect. If the absences continue that are not legitimate, the employee may be subject to disciplinary action by the Administration.

7-2-4 The District and the Association recognize the importance of meaningful inservice. The District and the Association agree to follow these strategies.

1. Paraprofessionals will attend all inservices except when emergencies arise provided the immediate supervisor has been notified.
2. The Association and the District will monitor absenteeism and periodically request absentee information concerning the Bargaining Unit.

#### 7-3 ACCUMULATED EXCUSED LEAVE

7-3-1 Unused annual excused leave shall be accumulated from year to year.

7-3-2 Accumulated excused leave shall only be used for the purposes as listed under Annual Excused Leave.

7-3-3 The date of termination for Paraprofessionals who resign because of medical disability shall be the last workday after long-term disability becomes effective. Paraprofessionals shall be compensated for any remaining accumulated excused leave days regardless of years of service.

#### 7-4 EXCUSED LEAVE CHARGE TABLE

7-4-1 Excused leave shall be charged on the basis of quarter hour increments for each hour or portion of an hour used.

#### 7-5 EXCUSED LEAVE EXPENDED

7-5-1 After annual excused leave and accrued excused leave are expended, absences not covered by excused leave shall be deductible at the hourly rate of wage of the respective Paraprofessional for the entire period of absence.

#### 7-6 RETURN TO WORK

7-6-1 A Paraprofessional absent from work shall notify the immediate supervisor when the Paraprofessional shall return to work. Notice of the Paraprofessional's intention to return must be given to the immediate supervisor by the close of school the preceding day or not later than 6:30 a.m. of the day the Paraprofessional shall return to work in order that the immediate supervisor can make the necessary



arrangements for the return. A wage deduction of one-half (1/2) day at the current daily rate of Paraprofessional substitute pay shall be charged to the Paraprofessional who returns to work and does not serve the proper notification.

7-6-2 Paraprofessionals absent from work for five (5) consecutive days or more due to medical disability shall be required to furnish a physician's statement stating the nature and anticipated duration of the absence. Paraprofessionals shall not be permitted to return to work until the physician's statement is presented to the immediate supervisor.

7-6-3 Paraprofessionals will follow building procedures for reporting absences from work.

## 7-7 MEDICAL LEAVE

7-7-1 Paraprofessionals who are medically disabled and unable to continue work and have exhausted their excused leave benefits or desire not to use accumulated excused leave may be granted a medical leave of absence without salary but with fringe benefits for the duration of the medical disability, but not to extend past the end of the current school work year. If the Paraprofessional returns to work during the current school year, the Paraprofessional shall be placed in the previous assignment.

7-7-1-1 Medical leave without salary and fringe benefits may be renewed by the Board upon the recommendation of the Superintendent for one (1) additional school work year.

7-7-1-2 If the Paraprofessional returns to work during the second school work year, the Paraprofessional shall be assigned at such time as a vacancy is open for which the Paraprofessional is qualified. When two (2) or more Paraprofessionals returning from medical leave are qualified for a single opening, the Paraprofessional who has been on medical leave the longest shall receive first consideration. If the terms of the medical leave are identical, then experience, length of service, qualifications, and special programs of schools involved will be some of the salient factors in filling such vacancies.

7-7-2 When Paraprofessionals on medical leave are able to return to work, they shall be reinstated on the wage schedule at the level they were when they were granted such leave.

7-7-2-1 Before returning to work, the Paraprofessional shall be required to submit to the Office of Human Resources, a physician's certificate of fitness to work.

## 7-8 PARENTAL LEAVE

7-8-1 Parental leave without salary and fringe benefits, except health insurance as provided for by law, may be granted to Paraprofessionals for the purpose of child rearing, childcare or adoption.

- 7-8-2 Parental leave may be granted for a period of time not to exceed a maximum of two (2) consecutive school work years.
- 7-8-3 At the request of the Office of Human Resources, the granting of parental leave may require evidence of need.
  - 7-8-3-1 If the parental leave request is refused by the Office of Human Resources, the Paraprofessional may appeal to the Administrator in charge of Human Resources, based upon written professional recommendation.
- 7-8-4 Return from parental leave shall be at the beginning of the school work year according to positions and vacancies available. When two (2) or more Paraprofessionals returning from parental leave are qualified for a single opening, the Paraprofessional who has been on parental leave the longest shall receive first consideration. If the terms of the parental leave are identical, then experience, length of service, qualifications, and special programs of schools involved shall be some of the salient factors in filling such vacancies.
- 7-8-5 Notice in writing of intent to return from parental leave shall be given to the Office of Human Resources on or before April 1, preceding the school work year during which the Paraprofessional requests to return to work.

#### 7-9 LEGAL LEAVE

- 7-9-1 A Paraprofessional shall be granted leave for jury duty as provided for by law, and shall also be granted leave when under subpoena to testify as a witness at a local legal proceeding as a direct outcome of their employment with the District. A copy of the subpoena shall be submitted with the leave request.
- 7-9-2 The Paraprofessional shall be subject to a wage deduction equal to the amount of compensation received for serving on a jury panel.
- 7-9-3 A Paraprofessional, if successful as a defendant in a legal proceeding that is job related, shall not be charged with absence from the District for attendance at such legal proceedings.
- 7-9-4 Legal leave shall not be charged against excused leave.

#### 7-10 PROFESSIONAL LEAVE

- 7-10-1 Professional leave may be approved with or without expenses. If expenses are granted, reasonable and necessary expenses such as actual mileage at the current rate, lodging, meals, registration fees, parking and gratuities may be approved.
- 7-10-2 Such leave shall not be charged against excused leave.

#### 7-11 EDUCATIONAL LEAVE

- 7-11-1 Paraprofessionals who have five (5) complete years of service shall be eligible to apply for a leave of absence for educational purposes. Such leave, if granted, shall be without pay or benefits.
- 7-11-2 Paraprofessionals returning from education leave shall be placed when positions are available for which they are qualified.

- 7-11-3 Paraprofessionals granted an educational leave shall submit transcripts of courses taken to the Office of Human Resources.
- 7-12 WORK RELATED ACCIDENT OR ILLNESS MEDICAL PROVIDER
- 7-12-1 All employees incurring a work related accident or illness shall be directed to medical providers as designated by the District. The employee must submit a First Report of Injury signed by the supervisor to the Office of Human Resources within four (4) days of the date of injury or the time that the employee first becomes aware of the injury.
- 7-12-1-1 School or Department procedures may delegate the responsibility for transferring the report to the Office of Human Resources, to the Department Supervisor or School Principal in which case reports should be completed early enough to ensure delivery to the Office of HUMAN RESOURCES within the four (4) day statutory timeline.
- 7-12-1-2 Within one (1) workday of an office visit to the physician, the workers compensation injury report or other documentation from the physician must be delivered to the Office of Human Resources and a copy to the immediate supervisor.
- 7-13 WORK RELATED INJURY OR ILLNESS LEAVE
- 7-13-1 Employees temporarily absent from work and unable to perform their regular or modified duties as a result of personal injury or illness as defined by the Workers' Compensation Act of Colorado incurred in the scope and course of their employment, shall be deemed to be on injury leave until they are able to resume their duties. Employees on injury leave shall receive their statutory benefits available under the Workers' Compensation Act of Colorado.
- 7-13-1-1 Each contract year, employees temporarily absent from work and unable to perform their duties as a result of a personal injury incurred in the scope and course of their employment, as verified in a written statement from the District's designated medical provider concerning the employee's inability to return to work, shall receive a maximum of twenty (20) days of injury leave at their regular salary less workers compensation temporary disability benefits by endorsing their worker's compensation check to the District. These days will not be chargeable against excused leave.
- 7-13-1-2 Employees who have returned to work may use excused leave for medical appointments that occur during work hours provided they are required by the District's Workers' Compensation designated medical providers or their referrals, and may also receive workers compensation disability benefits when applicable.
- 7-13-2 The District will have the right to recover Workers' Compensation Insurance benefits

for temporary total or partial disability benefits otherwise due the employee for any period the District pays full salary.

- 7-13-3 Injury leave shall be authorized only in those cases in which a report of accident form has been initiated by the employee as required by the Workers' Compensation Act of Colorado and the employee has a written statement from the District's designated physician concerning the employee's treatment and his inability to return to work.
- 7-13-4 An employee shall be denied injury leave if the employee did not suffer a job-related injury or if the insurance carrier makes a finding of no liability.
- 7-13-5 There shall be no provision for any loss of work time due to an injury occurring off the job. The employee shall arrange for annual excused leave, or leave without pay or benefits as provided in this agreement.
- 7-13-6 Employees on injury leave shall not be compensated for annually excused leave or holiday benefits unless the injury leave is not compensated by the Worker's Compensation Act of Colorado.
- 7-13-7 The District shall continue to contribute the District's share of the employee's health/dental premium for a maximum of six (6) calendar months for employees on an authorized injury leave.
- 7-13-8 The employee shall be responsible to make timely payments for the shortfall in health/dental premiums in accordance with time schedules prescribed by the Payroll Department.
- 7-13-9 Employees shall not accrue annual excused leave while on injury leave. Employees released to return to work on a half-time basis shall accrue one-half of their normal accruals as provided in this agreement.
- 7-13-10 During the period that an employee received injury leave, the employee must provide the Assistant Superintendent of Human Resources and the employee's immediate supervisor at least a biweekly medical status report.
- 7-13-11 The District may assign employees to light or modified duty when prescribed by the District's Workers' Compensation medical providers.

#### 7-14 EXCUSED LEAVE REIMBURSEMENT

- 7-14-1 Paraprofessionals retiring or resigning shall be entitled to cash reimbursement of \$25.00 for each day providing that they have a minimum of fifteen (15) years of service as a Paraprofessional and are currently in good standing with the District.

#### 7-15 ASSOCIATION LEAVE

- 7-15-1 Association Leave shall be granted to the Association with full salary for Association business, and Collective Bargaining with the District providing the immediate supervisor/designee has been notified prior to the intention to take such leave. Twenty-four hour notice will be given when possible. The Association shall reimburse the District at the rate of forty dollars (\$40.00) per day for each day of

Association Leave used. Association Leave shall be charged in increments of one hour. Payment to the District will be due at the end of each semester.

- 7-15-2 Association Leave is not accumulative and shall be charged on an hour-for-hour basis. Any portion of an hour is to be considered an hour.
- 7-15-3 The Association shall have the number of days to utilize for the process of negotiations as listed below. The use of these days shall not be charged against Association Leave days in 7-15-1 above.
- 7-15-3-1 Four (4) Association days for up to six (6) table team members for interim negotiations. Five (5) Association days for up to six (6) table team members for successor agreement negotiations.
- 7-15-3-2 Two (2) Association days for up to six (6) table team members for mediation for interim negotiations. Two (2) Association days for up to six (6) table team members for mediation for successor agreement negotiations.
- 7-15-3-3 One (1) Association day for up to six (6) table team members for fact-finding for interim negotiations. Two (2) Association days for up to six (6) table team members for fact-finding for successor agreement negotiations.
- 7-15-4 The Association shall reimburse the District forty dollars (\$40.00) for each day of Association Leave used beyond the number of days allowed for negotiations in Article 7-16-3.
- 7-16 FAMILY MEDICAL LEAVE ACT OF 1993 (A copy of FMLA in its entirety is available in in the Office of Human Resources or the UniServ office).
- 7-16-1 FMLA requires covered employees to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous 12 months.
- 7-15-1-1 If both spouses are employed by the District and are eligible employees under the FMLA, each shall be individually entitled to all FMLA Leave rights.
- 7-16-2 The purpose of the Act is to allow eligible employees to take up to twelve (12) weeks of unpaid leave in any 12-month period to:
- care for the employee’s child after birth, or placement for adoption or foster care,
  - care for the employee’s spouse, son or daughter, or parent who has a serious health condition, or
  - recover from a serious health condition which affects the employee’s ability to do his/her work;

- An employee who has accumulated annual days under this agreement may elect to substitute such days for any qualified FMLA Leave days.

7-16-3 The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 20 days advance notice when the leave is “foreseeable.” In emergency situations, where the employee could not have reasonably anticipated the need for the leave, the employee shall notify the employer as soon as possible.

7-16-4 For the duration of FMLA leave, the District must maintain the employee’s health coverage under any “group health plan.”

7-16-5 The calculations of the leave year (12-month period) shall be a 12-month period measured forward from the first date leave is used by the employee.

7-16-6 Reinstatement of an employee at the conclusion of FMLA Leave shall be to the position held by the employee prior to the FMLA leave unless the position has been eliminated. If the position has been eliminated, the District shall place the employee in a comparable position at the same worksite and, if none is available, in another position in the District. The position shall be equivalent in salary, benefits and other terms and conditions of employment.

7-16-7 The use of FMLA Leave will not result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

7-16-8 If an employee wishes to utilize intermittent or recurring FMLA Leave for the purpose of receiving medical treatment, the District may request that the employee transfer on a temporary basis to a position which better accommodates such recurring periods of leave. If the employee accepts the transfer, he/she shall maintain the same salary and benefits he/she enjoyed before the transfer.

7-16-9 Application forms and detailed information are available in the Office of Human Resources.

## 7-17 LEAVE OF ABSENCE WITHOUT PAY

7-17-1 Employees who are unable to work and have expended all leaves under Article Seven are required to make application for an approved District leave of absence without pay through the Office of Human Resources.

## 7-17 SICK LEAVE BANK

A sick leave bank will be created for the exclusive use of benefitted employees who join the bank by making a non–refundable voluntary contribution to the bank.

7-17-1 For the first year, open enrollment will be during the months of August through October. After the first year, there will be an open enrollment period during the month of September each year when new members will be accepted. Employees hired after September 30 may elect to join the Bank within thirty (30) days of their hire dates.

- 7-17-1-1 An employee who wishes to join the Sick Leave Bank must annually contribute one (1) excused leave day to the Bank. The day will be assessed against the employee's excused leave day account and added to the Sick Leave Bank on October 1 of the year the employee enrolls in the Bank.
- 7-18-2 A Sick Leave Bank Board Shall be appointed to alternating two-year terms each school year by May First for the upcoming year. The Board will be composed of four (4) employees appointed by the Associations and four (4) administrators appointed by the district and will manage the use of the Sick Leave Bank.
  - 7-18-2-1 The Sick Leave Bank Board will be responsible for reviewing applications to use days from the Bank, and approval or denial of such requests.
  - 7-18-2-2 The Sick Leave Bank Board shall notify each applicant in writing of approval or denial of request and the reason thereof within ten (10) school days. Decisions of the Bank Board shall be final and binding and shall not be grievable.
- 7-18-3 An employee who is a member of the Sick Leave Bank may apply to use days from the Bank under the following conditions:
  - 7-18-3-1 The applicant must first use all of her own accumulated excused leave days before she is eligible to apply to the Bank for additional days.
  - 7-18-3-2 An employee may apply to use up to thirty (30) days from the Bank for an unexpected catastrophic event.
  - 7-18-3-3 An employee may not use more than sixty (60) days in any three (3) year period.
- 7-18-4 Days may not be awarded in excess of the number of days remaining in the Bank at the time the request is granted. If days in the bank drop to a balance of two hundred (200) days, Sick Leave Bank members will be asked to contribute one (1) additional day on the appropriate authorization form. Days contributed to the Sick Leave Bank cannot be subsequently refunded.
  - 7-18-4-1 Additional days may not be assessed against members of the Sick Leave Bank without prior approval from the Sick Leave Bank Board.
- 7-18-5 Days in the Sick Leave Bank shall be cumulative and available for use in subsequent years. The Bank may declare a moratorium on annual contributions (per Article 9-1-11-1 A) as it finds advisable.

- 7-18-6 The Sick Leave Bank Board shall maintain meeting times and minutes of all proceedings, as well as a record of all decisions made for use of Sick Leave Bank days. Confidential information related to a staff member's health will not be available for public review.
- 7-18-7 If applicable, each application must be accompanied by a doctor's statement certifying that the employee is unable to work. The Board may request additional documentation. The Sick Leave Bank shall not be used for elective surgery, or to extend normal maternity leave, and may not be used when any other program or benefit (SS, PERA, etc.) is also being used.
- 7-18-8 Sick Leave Bank activity including number of days in the Bank, days used, and days added from new and existing members shall be reported to the Associate Superintendent for Human Resources and the several Associations on a semi-annual basis in January and June for the periods ending December 31st and May 31st each year. The Sick Leave Bank account may be subject to audit by the District or the Associations upon request, with copies provided to the other party upon completion of an audit.
- 7-18-9 Application forms and other documents necessary for the administration of the Sick Leave Bank shall be developed by the Bank Board and revised as needed.
- 7-18-10 Applications to use days from the Sick Leave Bank shall be submitted to the Office of Human Resources. The Office of Human Resources will forward such applications to the Bank Board for review and decision. A copy of the application and final authorization will remain on file in the Office of Human Resources.
- 7-18-11 Employees who are retiring or leaving the District may contribute up to ten (10) days of their unused sick leave to the Sick Leave Bank at the time of their retirement or resignation.



# **ARTICLE EIGHT**

## **CONTRACT YEAR – HOURS**

- 8-1 The contract work year for all Paraprofessionals provided for in this Agreement shall consist of one school day less than the contract work year for teachers.
  - 8-1-1 School days shall be designated by the administration.
  - 8-1-2 The Association shall be represented on the District Calendar Committee.
- 8-2 The workday for Paraprofessionals shall consist of seven (7) hours and thirty (30) minutes.
  - 8-2-1 Paraprofessionals scheduled to begin their duties prior to the start of the school day or to continue duties beyond the end of the school day shall not be required to be on duty longer than the regular workday except as provided for in 8-2-1-1.
    - 8-2-1-1 To insure effective program operation, Administration may require Paraprofessionals to attend a reasonable number of building meetings, District-wide professional development and other activities included in the current contract work year.
    - 8-2-1-2 When involved in a collaborative instructional setting, Paraprofessionals may be required to supervise both special education and non-special education students.
      - 8-2-1-2-1 The work year for Paraprofessionals shall consist of 7.5 hours per workday x 182 days = 1365 hours in a school work year.
  - 8-2-2 Paraprofessionals may voluntarily participate in position related meetings and committee work.
  - 8-2-3 Paraprofessionals shall have a duty free lunch period of thirty (30) consecutive minutes included in the regular school day except when emergencies or special events make it necessary to alter the schedule.
    - 8-2-3-1 Paraprofessionals shall have the right to leave the building during the lunch period provided the principal's office is notified prior to such absence from the work site.
- 8-3 Paraprofessionals shall have two (2) fifteen (15) minute breaks each workday, one during the morning hours of work and the second during the afternoon hours of work.
  - 8-3-1 Breaks are to be taken at times that least interfere with program activities.
  - 8-3-2 Break time is not accumulative and may not be used to defer late arrivals, early departures or to extend the lunch period.
    - 8-3-2-1 Because of unusual schedule requirements, the supervisor, teacher and Paraprofessional may develop a solution together for the use of flex time for altering arrivals, lunch, and departures.
- 8-4 The Association shall have a representative on the Building Accountability Committee and /or School Improvement Plan Committee at the site level if available.

# ARTICLE NINE

## INSURANCE

### 9-1 HEALTH, DENTAL AND VISION INSURANCE

#### 9-1-1 INSURANCE COMMITTEE

9-1-1-1 The District and the Association agree that the District will utilize an insurance committee of no more than 20 employees. This committee shall determine the insurance benefit programs and make recommendations to the Board through the Superintendent. This committee will consider matters concerning all insurance issues such as, but not limited to plan design, coverage, and the cost effectiveness of the offerings. Specific contributions toward the cost of coverage shall be determined through negotiations between the District and the Association(s).

The committee shall forward recommendations that are approved by the majority, to the Board of Education, through the Superintendent, along with a Minority report, if one exists. One-half of these members shall be selected by the Association(s) to represent the Association(s), and one-half of these members shall be selected by the District to Represent the District. This Committee shall set ground rules, undergo training, and shall meet a minimum of once per month. The committee can meet twice monthly if voted on by the majority of the committee.

The Association(s) and the District each shall designate a Co-Chair. The Co-Chairs will set the agenda, review minutes, plan trainings, and any and all other duties as assigned by the committee.

The District will provide clerical support for the committee to take and distribute minutes, agendas, calendar of meetings, and any other relevant information. Two weeks prior to the meeting, an e-mail reminder, with minutes of the last meeting, and a request for agenda items will be sent out.

9-1-1-2 One Pueblo Paraprofessional Education Association representative shall serve as a member of the District Insurance Committee.

#### 9-1-2 HEALTH, DENTAL AND VISION PLAN

9-1-2-1 Effective August 1, 2018, the District shall contribute up to \$520 per employee per month toward health, dental and vision insurance plans provided by the District. The actual contribution shall not exceed the full cost of the coverage selected by the employee.

Employee only .....	no more than \$520
Employee and spouse .....	no more than \$520
Employee and child(ren) .....	no more than \$520
Employee, spouse & child(ren) .....	no more than \$520

The contribution shall be remitted to the District's health dental, and vision insurance carrier.

9-1-2-2 In the event that the employee's spouse is a District employee, the District will contribute up to \$520 for each spouse toward the cost of full family coverage or employee and spouse coverage, whichever applies

9-2 LIFE INSURANCE

9-2-1 EMPLOYEE LIFE INSURANCE

9-2-1-1 The Board shall provide at District expense for each eligible Paraprofessional an employment contract, a group life policy, an accidental death and dismemberment policy and a dependent group life insurance policy.

LIFE INSURANCE BENEFIT:

Two (2) times annual earnings, rounded to the next lower multiple of \$100, if not already a multiple of \$100. The maximum amount is \$500,000.

9-2-1-2 The amount of coverage shall be in accordance with annual earnings and shall be determined annually each January 1. Annual earnings shall not include overtime pay, bonuses or other special compensation.

9-2-2 DEPENDENT LIFE INSURANCE

9-2-2-1 The dependent life insurance schedule provides dependent coverage only during the employee's active years of full-time employment in the District. An employee covered by the group life policy and the accidental death and dismemberment policy cannot be treated as a dependent under the group dependent life insurance schedules, therefore, with husband and wife teams, it is not possible to insure each other. In such cases where there are eligible children, they will be insured as the dependent children of the husband.

**GROUP DEPENDENT LIFE INSURANCE SCHEDULE  
FOR FULL-TIME AND ACTIVE EMPLOYEES**

Spouse: Not employed in District.....	\$1,000
Children: Live birth through age 19 or if full time college student, through age 24. Covered amount per child .....	\$1,000

9-3 TAX SHELTERED ANNUITY

9-3-1 A voluntary tax sheltered annuity program shall be available for employees who choose to participate with the District approved companies.

# **ARTICLE TEN**

## **MANAGEMENT RIGHTS**

- 10-1 The Board on its behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities and prerogatives conferred upon and vested in it by the laws and the constitution of the State of Colorado and of the United States. The exercise of these powers, rights, authority, duties, responsibilities and prerogatives by the Board shall be limited only by the specific and express terms of this Agreement.
- 10-2 The District shall retain the sole right to establish, adopt, publish, change, amend and enforce rules and policies for employees to follow not in conflict with the terms of this Agreement.
- 10-2-2 The District shall retain the right to warn, reprimand, layoff, discharge, demote, suspend and transfer any and all employees who violate policies or rules.
- 10-2-3 Such disciplinary actions by the District may be permitted a review through the grievance procedure.

# **ARTICLE ELEVEN**

## **POSTINGS AND TRANSFERS**

- 11-1 When a vacancy/position exists, preference shall be given to the transfer and promotion of Paraprofessionals according to the following order of criteria:
1. Student Needs (Definition in Article 1-12)
  2. Qualifications
  3. Seniority
  4. Affirmative Action
- 11-1-1 The District shall inform the Association of any administrative transfers when possible.
- 11-2 Notice of all new Paraprofessional positions and vacancies within the bargaining unit shall be posted at all District work sites for a period of five (5) workdays. Paraprofessional positions shall be posted by e-mail and District website internally for three (3) workdays prior to posting the position to outside applicants. Internal applicants shall be interviewed and considered for the positions prior to any NEW hire applicants. If no internal applicant applies or is selected, the position shall then be posted externally for five (5) additional workdays to include further applicants.
- 11-3 The posting shall contain specific qualifications for the position/vacancy.
- 11-4 All interested applicants must follow the current District-approved application process and submit a current resume to the Office of Human Resources to be considered for the position/vacancy.
- 11-5 Those employees who meet the specifically identified posted job qualifications for the position/vacancy shall be granted an interview.
- 11-6 To assure the interview process is followed and remains confidential when a position/vacancy exists within a building, the Association shall be represented on the interview team in an advisory or resource capacity, if an Association representative is available. This representative may be a currently employed Paraprofessional from within the building or from the Association with expertise in that area.
- 11-7 Positions/vacancies shall be filled in the following order:
- (1) Reduction In Force (Rif) provided the senior employee is qualified to perform the duties required.
  - (2) Current Employees Applying For Posted Positions
  - (3) Administrative Transfers
  - (4) Employee Returning From Leave Of Absence
  - (5) New-hires
- 11-8 A current Paraprofessional who is interviewed but not hired for a vacancy may request the reason for not being selected from the Director of Human Resources.
- 11-9 Paraprofessionals who are hired for a vacant position shall be given a ten (10) workday trial

period during which time the ability to perform the assigned position shall be determined. At the completion of the ten (10) workdays, the administration shall determine if the Paraprofessional should be retained in the position. A Paraprofessional who is not retained in the position shall be returned to the position he/she vacated.

11-10 Paraprofessionals who are hired may, at completion of the ten-workday trial period, exercise the option of returning to the position they vacated.

11-11 The parties recognize the need and the right of Administration to execute an administrative transfer when it is determined that such a transfer is necessary in order to meet Student Needs, a new program, a change in program, or employee qualifications in the District.

11-11-1 When the Department of Exceptional Student Services, in conjunction with the Office of Human Resources has identified an employment situation which requires a change in the staffing of current employees, an administrative transfer may be implemented without following the posting procedure and provisions of Article Eleven, Sections 11-1, 11-2 11-7-2, and 11-7-5. All parties involved in administrative transfers that occur during the school year shall be informed five (5) workdays prior to the effective date.

11-11-2 The District shall communicate with the principal, the special education teacher and the Paraprofessional within the building prior to a proposed transfer.

11-11-3 A new position deemed to be an "immediate" need will be filled first by a Paraprofessional substitute pending posting of the vacancy. If no substitute is available, a Paraprofessional may be temporarily assigned from his/her current position for no more than sixty (60) working days in order to fill that "immediate" need.

11-11-4 When an administrative transfer is necessary based on new program or change in program, Student Needs, or employee qualifications, the employee and his/her immediate supervisor shall be notified and given the reason for transfer. Upon written request from the employee, a meeting shall be arranged with the employee, the employee's representative, the supervisor and the Office of Human Resources, at which time the transfer shall be discussed, and the reason for the transfer shall be given. The employee shall have the right to place rebuttal statements in their personnel file pertaining to the administrative transfer.

11-11-5 Employees who are administratively transferred by the administration shall be assigned to positions for which they are qualified.

11-11-6 The District shall inform the Association of any administrative transfer decisions within five (5) business days.

11-12 The District shall consult with the Association during the development or change of all written job descriptions that are within the scope of this agreement. Staffing assignments for the next school year shall occur with written notification to the Paraprofessional by the last working day in May, except for Student Need changes that occur after May 31.

## **ARTICLE TWELVE**

### **SENIORITY AND REDUCTION-IN-FORCE**

- 12-1 Seniority shall mean the length of full-time uninterrupted service in the Paraprofessional group beginning with the school work year 1977.
- 12-2 In the case of Reduction in Force or the elimination of a position in the group, a senior employee may exert preference over the most junior employee provided the senior employee is qualified to perform the duties required.
- 12-2-1 In the event the senior employee is not qualified to exert preference over the most junior employee, the senior employee may exert preference over the most junior employee who holds a position for which the senior employee is qualified.
- 12-3 Paraprofessionals subject to Reduction in Force or elimination of positions shall be recalled in the inverse order of lay off providing they are qualified to perform the duties required.
- 12-3-1 Paraprofessionals recalled shall retain all seniority rights if recalled within one (1) school year of lay off notification.
- 12-4 In the event that two or more Paraprofessionals have the same seniority date, the tie shall be broken as follows:
1. The best-qualified Paraprofessional shall be selected for recall. The least-qualified shall be selected for lay off.
  2. Date of Board of Education approval of employment.
  3. Date of employee acceptance letter.
  4. Date of employee application.
- 12-5 In the event that the District must reduce the number of Paraprofessional positions within the bargaining unit by more than 2%, the District shall give the Association thirty (30) calendar days notice in writing.

## **ARTICLE THIRTEEN**

### **CONCERTED ACTION**

13-1 During the term of this Agreement the Association shall not authorize, engage in, sanction or condone any strike or work stoppage of any kind or nature.



## **ARTICLE FOURTEEN**

### **WAIVER**

14-1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement except as provided in Article 15, each voluntarily and unqualifiedly waives the right and each agree that the other shall not be obligated, unless mutually agreeable to both parties, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

# ARTICLE FIFTEEN

## AGREEMENT

### 15-1 TERMS OF AGREEMENT

- 15-1-1 The provisions of the Agreement shall become effective the first day of September 2019, and shall continue and remain in full force and effect through August 31, 2020.
- 15-1-2 Upon request by the Association to the Board or by the Board to the Association after January 15, but before February 1, the Board and the Association agree to open negotiations.
  - 15-1-2-1 Interim Negotiations shall be scheduled for four (4) days OR 30 HOURS and shall terminate not later than June 30, 2019 unless extended in writing by mutual consent of both parties.
  - 15-1-2-2 Interim negotiations shall be limited to three (3) articles submitted by each party, one (1) article mutually agreed to, the Insurance article, the Salary article, and any appendix dealing with salary schedules.
  - 15-1-2-3 Successor agreement negotiations shall be limited to six (6) Articles submitted by each party, any other Articles mutually agreed upon prior to negotiations, the Insurance Article, the Salary Article, and any Appendix dealing with Salary Schedules.
  - 15-1-2-4 Successor agreement negotiations shall be scheduled for five (5) days OR 37.5 HOURS and shall terminate not later than June 30, 2020, unless extended in writing by mutual consent of both parties.
- 15-1-3 All financial obligations of the Board (within the meaning of the term “Financial Obligation” under Article X, Section 20 of the Colorado Constitution – Amendment One and CRS 22-32-110 (5) and CRS 22-44-115) set forth in this Agreement are subject to annual appropriation by the Board. The parties agree that the Board of Education may reopen the salary and benefit provisions of this Agreement by providing written notice to PPEA no later than May 15. The parties agree to meet within five (5) days of such notice to negotiate such provisions.

# ARTICLE SIXTEEN

## SALARIES

- 16-1 The salary schedule for employees covered by this agreement shall be effective September 1, 2019 through August 31, 2020 and are set forth in the appendices attached hereto and made a part thereof. For the 2019-2020 school year the salary schedule will be increased by 1.00% across the board (ACB). Those paraprofessionals eligible for credit hour and column adjustment on the salary schedule will be granted movement per article 16-4. Step increases for the 2019-2020 school year will be awarded beginning September 2019.
- 16-2 Experience steps for longevity shall be granted September 1, when applicable, for Paraprofessionals who have completed 91 workdays the previous school year.
- 16-3 Paraprofessional salaries shall be prorated over a twelve-month period.
- 16-4 Credit hours and column adjustment on the salary schedule shall be granted for credit hours and degrees earned as of September 1 annually. Declaration of such hours and degrees shall be in by September 15 to the Office of Human Resources with documentation by October 1.
  - 16-4-1 For every documented 15 hours of District Professional Development that Paraprofessionals attend, one (1) semester hour will be granted. The semester hours earned with District Professional Development will only be used for movement on the schedule from High School/Pass Test lane to 48 Semester hour lane.
- 16-5 LONGEVITY PAY
  - 16-5-1 Employees covered by this Agreement shall be entitled to Longevity Pay increase in salary.
    - 17-20 years .....\$ 850
    - 21-24 years .....\$ 900
    - 25 years or more.....\$1,000
- 16-6 SUBSTITUTE PAY
  - 16-6-1 Whenever a Paraprofessional is asked to do class coverage for an ESS teacher in the building where the Paraprofessional is assigned she/he will be compensated at the pay rate of \$15.00 for a half day or four (4) hours or less, and \$30.00 for a full day in addition to the employee's full Paraprofessional salary. The coverage has to be authorized by the building administrator.
  - 16-6-2 Principals may select up to two paraprofessionals in their building to be eligible for this coverage. Paraprofessionals are required to have an Associates or Bachelor's Degree to hold Substitute Authorization. The District will be responsible for the cost of the substitute license for the selected paraprofessionals.

# Salary Schedule

Effective September 1, 2019 - August 31, 2020

<b>Step</b>	<b>High School Pass Test</b>	<b>+48 Sem Hours</b>	<b>AA Degree or Above</b>
1	\$19,922	\$20,371	\$20,828
2	\$20,371	\$20,828	\$21,297
3	\$20,828	\$21,297	\$21,777
4	\$21,297	\$21,777	\$22,265
5	\$21,777	\$22,265	\$22,767
6	\$22,265	\$22,767	\$23,279
7	\$22,767	\$23,279	\$23,803
8	\$23,279	\$23,803	\$24,339
9	\$23,803	\$24,339	\$24,886
10	\$24,339	\$24,886	\$25,446
11	\$24,886	\$25,446	\$26,019
12	\$25,446	\$26,019	\$26,603
13	\$26,019	\$26,603	\$27,203
14	\$26,603	\$27,203	\$27,814
15	\$27,203	\$27,814	\$28,441
16	\$28,726	\$29,371	\$30,034
17	\$30,334	\$31,017	\$31,716

**MEMORANDUM OF UNDERSTANDING**  
**Pueblo Paraprofessional Education Association**

**Usage of Leave – Article 7**

The Pueblo Paraprofessional Education Association (PPEA) and Pueblo School District No. 60 agree to educate paraprofessionals and principals regarding the current contract language on the use of LEAVE, specifically Articles 7-1-3 and 7-1-4.

# **MEMORANDUM OF UNDERSTANDING**

## **Pueblo Paraprofessional Education Association**

### **Interest Inventory – Article 11**

The Pueblo Paraprofessional Education Association (PPEA) and Pueblo School District No. 60 agree that the Exceptional Student Services department (ESS) in conjunction with the Human Resources department shall develop and conduct an “interest inventory” for all paraprofessionals which may be used for staffing assignments, creating professional development for paraprofessionals, and hiring procedures.

# **MEMORANDUM OF UNDERSTANDING**

## **Pueblo Paraprofessional Education Association**

### **Professional Development for Paraprofessionals**

The Pueblo Paraprofessional Education Association (PPEA) and Pueblo School District No. 60 agree to collaboratively design professional development that is relevant to paraprofessional jobs. The association president will meet with the Director of Human Resources and the Exceptional Student Services specialists to identify professional development trainers and dates for trainings to be implemented after January 2012.

**Memorandum of Understanding  
Pueblo Paraprofessional Education Association  
and Pueblo School District No. 60**

**May 2019**

The parties mutually agree to the following revisions to the Negotiated Agreement to implement a four-day school week that will go in to effect in the 2019-20 school year beginning July 1, 2019 and expiring June 30, 2020.

- Employees represented by this agreement will work four, eight and a half (8.5) hour “workdays” each week, inclusive of a 30 minute duty-free lunch, as determined by the district work calendar. In addition, employees will work eleven (11), six (6) hour “workdays”, inclusive of a 30 minute duty-free lunch, as determined by the district work calendar.
- The “Contract Work Year” will be reduced to the following days for the duration of this agreement:
  - Paraprofessionals – 150 – 8.5 hour Workdays, 11 - 6 Hour workdays, as determined by the District work calendar
- Paraprofessionals who have been contracted by the first working day of the school work year shall receive excused leave with full pay for twelve (12) days (8.5 hours/day) in the school work year.
- Paraprofessionals retiring or resigning shall be entitled to a cash reimbursement of \$29.00 for each day providing they have a minimum of fifteen (15) years of service as a Paraprofessional and are currently in good standing with the District.
- Employees’ hourly pay rates will be adjusted to reflect the annual salary divided by the number of hours in a work year.
- Parties agree to meet no later than May 15, 2020 to discuss possible adjustments and extension for the 2020-2021 school year.

PUEBLO SCHOOL DISTRICT NO. 60

in the County of Pueblo  
and State of Colorado

By                     SIGNATURE ON FILE                      
President, Board of Education

Date                     7/30/2019                    

By                     SIGNATURE ON FILE                      
Vice President, Board of Education

Date                     7/30/2019                    

PUEBLO PARAPROFESSIONAL  
EDUCATION ASSOCIATION

By                     SIGNATURE ON FILE                      
President, PPEA

Date                     7/18/2019



# ATTESTATION

THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE FIRST DAY OF SEPTEMBER, 2019, AND ALL PROVISIONS OF THIS AGREEMENT SHALL REMAIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH THE THIRTY-FIRST DAY OF AUGUST, 2020.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS  
8TH DAY OF AUGUST, 2019.

PUEBLO SCHOOL DISTRICT NO. 60  
in the County of Pueblo  
and State of Colorado

PUEBLO PARAPROFESSIONAL  
EDUCATION ASSOCIATION

By SIGNATURE ON FILE  
\_\_\_\_\_  
President, Board of Education

By SIGNATURE ON FILE  
\_\_\_\_\_  
President, PPEA

By SIGNATURE ON FILE  
\_\_\_\_\_  
Vice President, Board of Education



WORK SCHEDULE

**PARAPROFESSIONALS**

August 12, 2019 – June 5, 2020

<p><b>August 2019</b></p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </table>	S	M	T	W	T	F	S						1	2	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	<p><b>AUGUST</b>                  Begin.....12                  School Professional Development .....12                  Assessment/Transition Day K-12 .....19                  Classes Begin.....20</p>	<p><b>FEBRUARY</b></p>	<p><b>February 2020</b></p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> </table>	S	M	T	W	T	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29							
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<p><b>September 2019</b></p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						<p><b>SEPTEMBER</b>                  Holiday (Labor Day) .....2                  School Professional Development .....20</p>	<p><b>MARCH</b>                  ESS Professional Development .....20                  Spring Break .....23, 24, 25, 26, 27</p>	<p><b>March 2020</b></p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31											
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<p><b>KEY</b></p> <ul style="list-style-type: none"> <li>● All Students Begin and End</li> <li>■ Non-Work Day / Holiday</li> <li>◻ School Professional Development</li> <li>◻ ESS Professional Development</li> <li>☆ Assessment/Transition Day K-12 (Student Contact Day)</li> </ul>	<ul style="list-style-type: none"> <li>★ Staff Begin / End</li> </ul>	<p><b>WORK SCHEDULE</b></p> <p><b>Student Contact Days:</b>                  8.5 Hours per Day =                  8 hours work + 1/2 hour paid lunch</p> <p><b>Non-Student Contact Days:</b>                  6.0 Hours per Day =                  5.5 hours work + 1/2 hour paid lunch</p>	<p><b>WORK DAYS</b></p> <table border="0"> <tr><td>August .....</td><td>13</td><td>March.....</td><td>15</td></tr> <tr><td>September....</td><td>17</td><td>April .....</td><td>18</td></tr> <tr><td>October.....</td><td>20</td><td>May.....</td><td>16</td></tr> <tr><td>November.....</td><td>13</td><td>June.....</td><td>5</td></tr> <tr><td>December.....</td><td>12</td><td>July .....</td><td>0</td></tr> <tr><td>January.....</td><td>16</td><td><b>Total .....</b></td><td><b>161</b></td></tr> <tr><td>February.....</td><td>16</td><td></td><td></td></tr> </table>	August .....	13	March.....	15	September....	17	April .....	18	October.....	20	May.....	16	November.....	13	June.....	5	December.....	12	July .....	0	January.....	16	<b>Total .....</b>	<b>161</b>	February.....	16		
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