

AGREEMENT

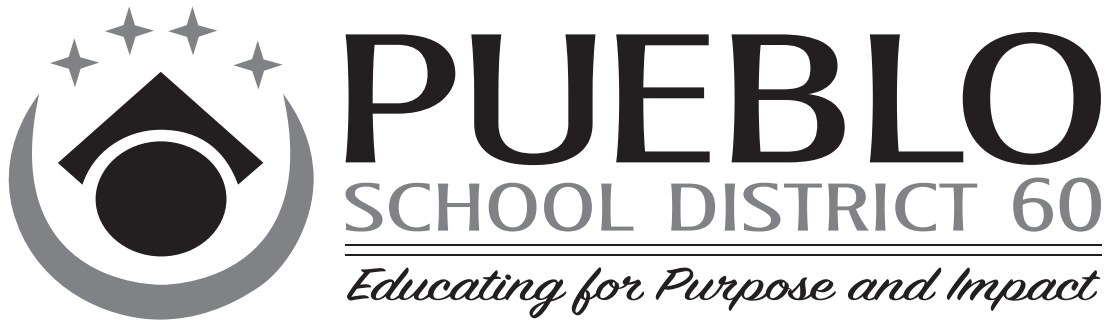
BETWEEN

PUEBLO SCHOOL DISTRICT NO. 60

IN THE COUNTY OF PUEBLO

AND

STATE OF COLORADO



AND THE

PUEBLO

PARAPROFESSIONAL

EDUCATION ASSOCIATION

September 1, 2020 –

August 31, 2023

PUEBLO SCHOOL DISTRICT 60

315 W. 11th Street
Pueblo, Colorado 81003

BOARD OF EDUCATION

Taylor Voss.....President
Dr. Margaret WrightVice President
Barbara Clementi Board Member
Tommy Farrell Board Member
Judge Dennis Maes Board Member

Non-Voting Members

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

SUPERINTENDENT OF SCHOOLS

Charlotte Macaluso

PUEBLO EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Kim Smith.President
Donna RaughtUniServ Director

September 1, 2020

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 Aaron Bravo, 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 2020.

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 represented exclusively and solely by the Association as defined in Article Three - Recognition.
- 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 and PPEA employees, or its representatives acting on its 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, sex, sexual orientation, gender identity/expression, marital status, national origin, religion, ancestry, age, disability, genetic information, pregnancy or childbirth status, or other status protected by law 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, sex, sexual orientation, gender identity/expression, marital status, national origin, religion, ancestry, age, disability, genetic information, pregnancy or childbirth status, other status protected by law, or membership or non-membership in the Association.
- 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 September 15 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 PAYROLL DEDUCTION

4-1-1 The Board agrees to deduct Association dues from the salaries of the bargaining unit members of the Association for membership in the Association. Bargaining unit members can join the Association at any time during the year. The Board agrees to deduct from PPEA Bargaining Unit Members' salaries, the annual amount of dues in twelve (12) equal installments during the months of September through August and to transmit all such moneys to the Association Treasurer on the last working day of each of the twelve (12) months. The dues withheld shall be an amount equal to the total dues of the United Education Profession (PPEA/CEA/NEA) prorated in twelve (12) monthly equal installments. The Board shall honor dues deduction authorizations on signed membership and payroll authorization forms and shall not discriminate against properly obtained electronic signatures.

4-1-1-1 Upon resignation, retirement, or termination of employment with the District, payroll deduction for Association dues shall terminate with the Paraprofessional's final District pay.

4-1-2 Regular membership dues deductions shall be made for every Paraprofessional who is a member in accordance with Section 4-1-1. A bargaining unit member wishing not to pay membership dues described above may so indicate by individual employees' written notification by certified mail with return receipt requested. Written notification shall include the name, local association, building and position of the employee. The certified written notification letter must be signed and received in the PPEA office, with a copy sent to the District's payroll office, between August 1 through August 31. If the 31st of the month falls on a Friday, Saturday or Sunday, individual employees' certified letters must be received by the Thursday of the preceding week. Only this method of revocation will be recognized by PPEA and the District. The PPEA and the District shall honor dues deduction authorizations on signed membership and payroll authorization forms, and shall not discriminate against properly obtained electronic signatures.

4-1-3 The Association agrees to present to the District Payroll Office no later than September 15 of each school year a list (spreadsheet) of members that have authorized dues deduction and a statement from the treasurer of the Association certifying the amount of professional dues to be deducted from each member's salary. The Board agrees to deduct dues at the appropriate amount when the Association presents the name(s) of any new member(s) to the District Payroll Office throughout the year. The Association shall retain in its records

the membership and dues deduction authorization forms for each member and upon request by the District produce those forms or, if relevant, the confirmation email sent to the members who joined the association electronically. All PPEA membership information obtained by district administrators must be treated as confidential and must not be shared with any outside party not employed by or affiliated with Pueblo District 60 unless otherwise required by law. The District will notify the Association of any legal request related to membership information.

4-1-4 Any member who wishes to revoke their membership outside of the revocation period of August 1 through August 31 shall be allowed to stop dues deduction upon notification by the association that the member has complied with the association's resignation/revocation process. The association will notify the district within thirty (30) days of receiving such request.

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. 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 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 twelve (12) school days or 102 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 8.5 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 MILITARY LEAVE

7-12-1 Employees of School District No. 60 who are members of the National Guard or any other component of the military forces of the state, now or hereafter organized or constituted under state or federal laws, or who shall be members of the reserve forces of the United States, now or hereafter organized or constituted under federal law, shall be entitled to paid leave of absence from their employment as prescribed under the Federal Uniformed Services Employment and Re-employment Act (USERRA). Additionally:

- (1) an employee must submit a request for leave of absence accompanied by a statement from the commanding officer requesting such leave, and
- (2) at the completion of the training or active service ordered, the employee must submit a statement from the commanding officer of satisfactory service performed and the rate of pay received for such service.

No loss shall be incurred for vacation, excused leave or other benefits for the time the employee is engaged with such organization or component in training or active service ordered or authorized by proper authorities pursuant to laws, whether for federal or state purposes, but not to exceed fifteen (15) days in any calendar year.

7-12-2 Such leave shall not be allowed unless the employee

- (1) returns to the position immediately upon being relieved from such military service and no later than the expiration of the time herein limited for such leave,
- (2) is prevented from so returning by physical or mental disability or other cause not due to their own fault, or
- (3) is required by proper authority to continue in such military service beyond the time herein limited for such leave.

7-12-3 Return to work rights shall be as prescribed under the Federal Uniformed Services Employment and Re-employment Act (users).

7-13 WORK RELATED ACCIDENT OR ILLNESS MEDICAL PROVIDER

7-13-1 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.

7-13-1-1 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.

7-13-1-2 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.

7-14 WORK RELATED INJURY OR ILLNESS LEAVE

7-14-1 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.

7-14-1-1 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.

7-14-1-2 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.

7-14-2 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.

7-14-3 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.

7-14-4 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.

7-14-5 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.

- 7-14-6 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.
- 7-14-7 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.
- 7-14-8 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.
- 7-14-9 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.
- 7-14-10 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.
- 7-14-11 The District may assign employees to light or modified duty when prescribed by the District's Workers' Compensation medical providers.
- 7-15 EXCUSED LEAVE REIMBURSEMENT
 - 7-15-1 Paraprofessionals retiring or resigning shall be entitled to cash reimbursement of \$29.00 for each day providing that they have a minimum of ten (10) years of service as a Paraprofessional and are currently in good standing with the District.
- 7-16 ASSOCIATION LEAVE
 - 7-16-1 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.
 - 7-16-2 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.
 - 7-16-3 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.
 - 7-16-3-1 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.
 - 7-16-3-2 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.

7-16-3-3 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.

7-16-4 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.

7-17 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).

7-17-1 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.

7-17-2 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.

7-17-3 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.

7-17-4 For the duration of FMLA leave, the District must maintain the employee’s health coverage under any “group health plan.”

7-17-5 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.

- 7-17-6 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.
- 7-17-7 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.
- 7-17-8 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.
- 7-17-9 Application forms and detailed information are available in the Office of Human Resources.
- 7-18 LEAVE OF ABSENCE WITHOUT PAY
 - 7-18-1 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.
- 7-18 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.

 - 7-18-1 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.
 - 7-18-1-1 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 eight (8) 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 8.5 hours per workday x 150 days and 6 hours per work day x 8 = 1323 hours in a school work year.
 - 8-2-1-2-2 Both the District and the Association agree that best practice is that a paraprofessional should not be left alone with students for more than 30 minutes without certified teacher supervision. Both parties acknowledge that there will be emergencies, special events, or other irregular situations when best practice is not followed.
 - 8-2-2 Paraprofessionals may voluntarily participate in position related meetings and committee work.
 - 8-2-2-1 Paraprofessionals will have access to make copies for instructional use as approved by, and under the direction of, classroom teachers and/or school administration.
 - 8-2-2-2 Paraprofessionals shall have access to a computer/laptop in each building.
 - 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 2020, and shall continue and remain in full force and effect through August 31, 2023.
- 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, 2021 and 2022 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, 2023, 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, 2020 through August 31, 2021 and are set forth in the appendices attached hereto and made a part thereof. 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 2020-2021 school year will be awarded beginning September 2020.

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, 2020 - August 31, 2021

Step	High School Pass Test	+48 Sem Hours	AA Degree or Above
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

Appendix A

Salary Schedule

Effective September 1, 2021 - August 31, 2022

Step	High School Pass Test	+48 Sem Hours	AA Degree or Above
1	\$20,520	\$20,982	\$21,453
2	\$20,982	\$21,453	\$21,936
3	\$21,453	\$21,936	\$22,430
4	\$21,936	\$22,430	\$22,933
5	\$22,430	\$22,933	\$23,450
6	\$22,933	\$23,450	\$23,977
7	\$23,450	\$23,977	\$24,517
8	\$23,977	\$24,517	\$25,069
9	\$24,517	\$25,069	\$25,633
10	\$25,069	\$25,633	\$26,209
11	\$25,633	\$26,209	\$26,800
12	\$26,209	\$26,800	\$27,401
13	\$26,800	\$27,401	\$28,019
14	\$27,401	\$28,019	\$28,648
15	\$28,019	\$28,648	\$29,294
16	\$29,588	\$30,252	\$30,935
17	\$31,244	\$31,948	\$32,667

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, 2023.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS
25TH DAY OF AUGUST, 2020.

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

Memorandum of Understanding

Pueblo Paraprofessional Education Association and Pueblo School District No. 60

August 2021

The Parties mutually agree that the following is a complete list of the agreed-upon revisions to their agreement, and fully and finally settles the 2021-22 round of collective bargaining negotiations between Pueblo School District 60 and PPEA:

1. Steps for the 2021-22 school year will be paid beginning September 2021; and
2. An across-the-board increase of 3% will be applied to and has been included in the PPEA salary schedule, attached and incorporated herein as Appendix A; and will apply to members of the bargaining unit beginning September, 2021; and
3. Changes in language of Article 4-1 will be made in accordance with the tentative agreement signed July 28, 2021 by both parties, and incorporated herein as Appendix B; and
4. Both parties agree to the COVID-19 Work and Leave Provisions document, attached and incorporated herein as Appendix C, and agree to incorporate it as an independent Memorandum of Understanding effective for the 2021-22 school year.
5. Other language changes as outlined in the tentative agreement signed on July, 28, 2021, attached and incorporated herein as Appendix D.

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

Date ON FILE

Date ON FILE

By SIGNATURE ON FILE
Vice President, Board of Education

Date ON FILE

Memorandum of Understanding

Appendix C

COVID 19 Work and Leave Provisions

1. The education of students and the safety of students and staff is of paramount importance to the district and PPEA. As such, this MOU encourages all employees who are able to do so to receive the COVID-19 vaccine and to meet the qualifications for being fully vaccinated prior to the start of the 2021-22 academic year, or as soon after the start of the school year as possible. This effort is encouraged for all paraprofessionals to protect their own safety and the safety of others as well as to minimize any further disruption to in-person learning for D60 students whose education has been adversely affected by the COVID-19 pandemic.
2. The district understands that there are some employees who, due to the impact of the COVID-19 pandemic, prefer not to return to work for the 2021-22 school year. In consideration of those employees, the District will continue to offer a "Special Extended COVID-19 Leave of Absence." This is an unpaid leave, and does not guarantee or hold an employee's current position. It does assure a paraprofessional that they may return to work in a position that they are qualified for if there is a vacancy at the time of the employee's return.
3. Pueblo School District 60 and the Pueblo Paraprofessional Education Association agree to grant requests for paid COVID-19 leave for the 2021-2022 school year in the following circumstance.
 - a. Fully vaccinated individuals are exempt from quarantine unless CDC guidance is updated to reflect current pandemic conditions.
 - b. If an employee is directed to quarantine or isolate due to a COVID-19 exposure or a confirmed case at their worksite, and has used 8 days of his or her Annual excused leave for school directed quarantine or isolation, the District shall grant the employee up to an additional 8 days of COVID-19 leave if remote work/distance learning is not utilized.
 - c. In the case that an employee could not be vaccinated and has the medical documentation in accordance with CDC medical recommendations to support his/her inability to get vaccinated, the District will grant up to a maximum of 8 days of applicable leave after the employee has used 8 of his or her own personal leave days.
 - d. D60 will only consider a medical exemption for COVID-19 vaccination for a bona fide medical contraindication in accordance with CDC recommendations.
 - e. If after using the 8 days of district-supported COVID-19 leave, the employee still needs to quarantine or isolate or needs to quarantine or isolate due to a subsequent COVID-19 matter, then he/she will return to using his/her own personal leave or apply to the Sick Leave Bank, if applicable.
4. The District and PPEA encourage the Sick Leave Bank Board to consider the following COVID-19 leave options for the 2021-2022 school year:
 - a. If an employee has exhausted all personal leave and must isolate due to a positive COVID-19, then he/she may apply to the district's Sick Leave Bank. In such cases, sick bank leave will only be considered for individuals who have exhausted all of their leave, and who have tested positive for COVID-19, and who were previously vaccinated or are unable to get vaccinated in accordance

with CDC medical recommendations. By submitting a COVID-19 related application to the Sick Leave Bank, there is no guarantee that it will be approved. The Sick Leave Bank alone determines eligibility, as the Sick Leave Bank Board members are responsible for managing the Bank.

- b. If an employee has exhausted all personal leave and must quarantine due to being considered a “close contact” to a verified COVID-19 positive or probable case at their worksite, then he/she may apply to the district’s Sick Leave Bank. In such cases, sick bank leave will only be considered for individuals who have exhausted all of their leave, and who are required to quarantine due to being considered a “close contact” to a COVID-19 positive or probable case at their worksite, and who are unable to get vaccinated in accordance with CDC medical recommendations. By submitting a COVID-19 related application to the Sick Leave Bank, there are no guarantee that it will be approved. The Sick Leave Bank alone determines eligibility, as the Sick Leave Bank Board members are responsible for managing the Bank.
- c. Human Resources or another administrator will notify employees of their eligibility for up to the 8 days of leave when they are informed of quarantine.

Appendix D

PPEA and Pueblo School District 60

Tentative Agreement

July 2021

- 4-4-9 A full-time regular Paraprofessional shall be regarded as a probationary employee during the entire first calendar year of employment in the District. 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.
- 8-1 The contract work year for all Paraprofessionals provided for in this Agreement be 158 work days.
 - 8-1-1 School days shall be designated by the administration.
 - 8-1-2 The Association shall be represented on the District Calendar Committee.
 - 8-1-3 Paraprofessionals hired at the beginning of the school year will be paid for twelve (12) months beginning in September through August.
 - 8-1-4 Paraprofessionals hired after January 1 of each school year will have a choice to either have their pay prorated and annualized from the date of hire through the end of August or to be paid their daily rate of pay for the days worked from their date of hire to the end of the school work year defined below. If a paraprofessional chooses the second option, they will not be paid salary or fringe benefits for the months of July or August, but will continue their employment at the beginning of the next school year and will be paid in accordance with article 16-3.
- 16-1 The salary schedule with a 3% increase for employees covered by this agreement shall be effective September 1, 2021 through August 31, 2022 and are set forth in the appendices attached hereto and made a part thereof. 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 2021-2022 school year will be awarded beginning September 2021.
- 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 and annualized over a twelve-month period beginning in September through the following August.
 - 16-3-1 Paraprofessionals hired after January 1 of each school year will have a choice to either have their pay prorated and annualized from the date of hire through the end of August or to be paid their daily rate of pay for the days worked from their date of hire to the end of the school work year defined below. If a paraprofessional chooses the second option, they will not be paid salary or fringe benefits for the months of July or August, but will continue their employment at the beginning of the next school year and will be paid in accordance with article 16-3.

WORK SCHEDULE

PARAPROFESSIONALS

August 10, 2020 – June 4, 2021

August 2020	AUGUST	FEBRUARY	February 2021																																																																																																		
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<p>KEY</p> <ul style="list-style-type: none"> ★ Staff Begin / End ● All Students Begin and End ■ Non-Work Day / Holiday ◊ School Professional Development ◊ ESS Professional Development ☆ Assessment/Transition Day K-12 (Student Contact Day) 	<p>WORK SCHEDULE</p> <p><i>Student Contact Days:</i> 8.5 Hours per Day = 8 hours work + 1/2 hour paid lunch</p> <p><i>Non-Student Contact Days:</i> 6.0 Hours per Day = 5.5 hours work + 1/2 hour paid lunch</p>	<p>WORK DAYS</p> <table border="0"> <tr><td>August</td><td>14</td><td>March.....</td><td>16</td></tr> <tr><td>September....</td><td>17</td><td>April</td><td>17</td></tr> <tr><td>October.....</td><td>18</td><td>May.....</td><td>16</td></tr> <tr><td>November.....</td><td>13</td><td>June.....</td><td>4</td></tr> <tr><td>December.....</td><td>11</td><td>July.....</td><td>0</td></tr> <tr><td>January.....</td><td>16</td><td></td><td></td></tr> <tr><td>February.....</td><td>16</td><td>Total</td><td>158</td></tr> </table>	August	14	March.....	16	September....	17	April	17	October.....	18	May.....	16	November.....	13	June.....	4	December.....	11	July.....	0	January.....	16			February.....	16	Total	158
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January.....	16																													
February.....	16	Total	158																											

WORK SCHEDULE

PARAPROFESSIONALS, HEALTH TECH, INSTRUCTIONAL TUTOR

August 9, 2021 – June 3, 2022

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	★9	10	11	12	13	14
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September 2021						
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October 2021						
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November 2021						
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December 2021						
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January 2022						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST
 Begin.....9
 School Professional Development9
 ESS Professional Development/
 Workday (6 Hours)10, 11, 12, 13
 Assessment/Transition Day K-1216
 Classes Begin.....17

SEPTEMBER
 Holiday (Labor Day).....6

OCTOBER
 ESS Professional Development.....15

NOVEMBER
 Thanksgiving Break.....22, 23, 24, 25

DECEMBER
 Winter Break20, 21, 22, 23
 27, 28, 29, 30

JANUARY

FEBRUARY

MARCH
 ESS Professional Development.....18
 Holiday (Spring Break).....21, 22, 23, 24

APRIL

MAY
 Holiday (Memorial Day)30

JUNE
 Classes End.....2
 End.....3

JULY

February 2022

S	M	T	W	T	F	S
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March 2022

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April 2022

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May 2022

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June 2022

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July 2022

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30	31					



- KEY**
- ★ Staff Begin / End
 - All Students Begin and End
 - Non-Work Day / Holiday
 - ◊ School Professional Development
 - ◊ ESS Professional Development
 - ☆ Assessment/Transition Day K-12 (Student Contact Day)

WORK SCHEDULE
Student Contact Days:
 8.5 Hours per Day =
 8 hours work + 1/2 hour paid lunch
Non-Student Contact Days:
 6.0 Hours per Day =
 5.5 hours work + 1/2 hour paid lunch

WORK DAYS

August 15	March..... 16
September 17	April 16
October..... 17	May..... 17
November 14	June..... 3
December..... 10	July 0
January..... 17	
February 16	Total 158