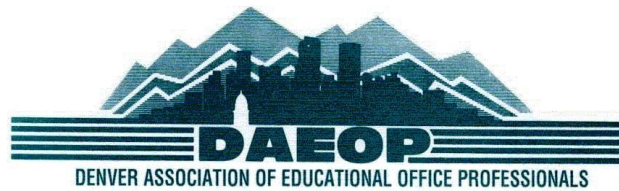


AGREEMENT

between

**DENVER ASSOCIATION OF
EDUCATIONAL OFFICE PROFESSIONALS (DAEOP)**



and

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



**To be Effective
September 1, 2013 through August 31, 2016**

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AGREEMENT

DISTRICT MISSION STATEMENT

"The mission of the Denver Public Schools, the center of community learning, is to guarantee that our children and youth acquire knowledge, skills, and values to become self-sufficient citizens by providing personalized learning experiences for all students in innovative partnerships with all segments of the community."

The Board and the Association recognize and declare that providing a quality education for the pupils in the Denver Public Schools is the paramount aim of this school District, and that the character of such education depends, in part, on the quality and morale of the classified office professionals of the District.

The Board and the Association further recognize and declare that:

- The Board of Education, under law, has the final responsibility of establishing policies for the school District.
- The Superintendent and the Superintendent's staff have the responsibility of carrying out the policies established.
- The classified office professionals have the responsibility of providing the best possible skilled clerical services, which require the possession of specialized training and qualifications.
- Attainment of the objectives of the educational program of the District requires mutual understanding and cooperation between all concerned. To this end, good-faith negotiations between the Board and the Association, with a free and open exchange of views, are desirable.

This Agreement herein, when ratified by the Denver Association of Educational Office Professionals and adopted by the Board of Education, shall constitute the entire Agreement between DAEOP and the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.

COMMITMENT TO OUR PARTNERSHIP

It is in the interest of both the District and the Denver Association of Educational Office Professionals (DAEOP or "Association") that the terms of the Agreement be understood and enforced. The Agreement is for the benefit of the DAEOP unit members and the District. It is recognized by both parties that the Agreement contributes to the District's mission of providing quality education for all students.

Enforcement of and compliance with the Agreement is essential. Both parties have a shared interest in developing a joint ownership and commitment in terms of both the letter and spirit of the Agreement. The District and the Association recognize their collaborative responsibility to promote positive change in the Denver Public Schools. Following is a systemic framework for improving the enforcement of the Agreement while laying a foundation for joint ownership and a greater commitment to living under the terms of the Agreement.

- Interest-Based Bargaining – Our use of interest-based bargaining will contribute to the joint ownership, enforcement and commitment of the resulting Agreement. We are aware that our efforts will contribute to an environment that will help support a strong partnership relationship. We recommend utilizing an interest-based approach for problem solving and decision making throughout the District.
- The Agreement – The Agreement reflects the core beliefs and values of the District and the Association. It utilizes clear and unambiguous language to describe the procedures all DAEOP unit members and administrators will follow. In doing so, we will ensure the continuation of the commitment to our partnership that supports the District’s mission.
- Organizational Structure – Organizations in the District have an explicit role in supporting and promoting the enforcement of and commitment to the Agreement. The Board and the Association governance bodies understand the importance of their roles, encouraging everyone in the District to respect the terms of the Agreement and use it as a tool to jointly resolve legitimate differences.
- Communication – We recognize the importance of open and ongoing communication. As part of our partnership, the District and the Association commit to regular meetings to discuss matters of mutual concern such as staffing and budget development (from MOU on page 52).
- Training – To maintain the partnership, we recognize the need for ongoing training for DAEOP unit members. The training should focus not just on the rules, but also emphasize problem solving, decision-making, and relationship building.

ARTICLE 1—GENERAL

1.1 Definitions

As used herein the following terms shall have these meanings:

- a. The term "community," as used in this Agreement, shall include parents, the School Improvement and Accountability Council and its school based subcommittees, where appropriate, and other Denver community members as determined by the Superintendent.
- b. "Denver Public Schools" and "District" mean School District No. 1 in the City and County of Denver and State of Colorado.
- c. "Board" means the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.
- d. "Superintendent" means the Superintendent of Schools of School District No. 1 in the City and County of Denver and State of Colorado.
- e. "Association" means the Denver Association of Educational Office Professionals, Inc.
- f. The term "employee" or "classified office professional" means a person employed by the District and represented by the Association.
- g. The term "active service" is defined as specified in the relevant Section of the DPS Retirement System Retirement Plan.
- h. The term "regular employee" is defined as a person who is employed in a position with a defined work year.1.2 General1.2.1 Pursuant to the laws of the United States and of the State of Colorado, the Board shall continue its policy of not discriminating against

any employee nor unlawfully restricting the rights of employees as citizens on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, disability, membership or non-membership in any organization, legitimate activity in the Association or such other specified human or civil rights as may be protected by statute.

- 1.2.2 The Association shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex, marital status, sexual orientation, disability, or membership in any organization.
- 1.2.3 This Agreement constitutes Board policy for the term of said Agreement.
- 1.2.4 The Board and Association recognize that the Board has certain powers, discretion, and duties that, under the Constitution and laws of the State of Colorado, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- 1.2.5 In case of any direct conflict between the express provisions of this Agreement and any Board or Association policy, practice, procedure, custom, or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- 1.2.6 The Association agrees that differences between the parties shall be settled as provided in this Agreement. The Association agrees that for the duration of this Agreement it will not cause or engage in a strike.
- 1.2.7 This constitutes the entire Agreement between the Denver Association of Educational Office Professionals and School District No. 1, Denver, Colorado. This Agreement terminates and supersedes all past practices, agreements, articles, procedures, traditions, and rules or regulations concerning the matters covered herein.
- 1.2.8 The provisions of this Agreement which do not require expenditure of School District funds shall be effective as of the date of this Agreement. All provisions of this Agreement requiring expenditure of funds, including salary increases, shall be effective as outlined in the applicable Articles and Memorandums of Understanding.
- 1.2.9 The parties recognize that the Board of Education has the responsibility and authority to manage and direct all the operations and activities of the District and all lawful rights and authority of the Board of Education not modified by this Agreement are retained by the Board of Education.

ARTICLE 2—RECOGNITION

2.1 Recognition

The Board has recognized the Association as the exclusive representative for all employee classifications described in Article 2.4 of this Agreement for the purpose of negotiations with respect to such salaries, wages, hours, and conditions of employment as the parties from time to time may agree to negotiate.

- 2.2 The Board hereby reaffirms recognition of the Association and agrees that the Association shall continue as exclusive representative in accordance with Denver Board of Education Resolution 2056.

2.3 Exclusive Use

All privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

2.4 Negotiations Unit

Accountant I	Data Processor I	Office Support III
Accountant II	Data Processor II	Payroll Technician
Accounting Tech I	Data Processor II, Hourly	Secretary I
Accounting Tech II	Data Processor, Lead	Secretary II
Bookkeeper	Library Technician I	Secretary, Hourly
Clerical, Hourly	Library Technician II	Secretary, Part-time
Clerical,	Office Support I	Supply Clerk
Special Assignment	Office Support II	

2.4.1 Effective with the ratification of this Agreement, the following process will apply when requests for a reclassification of a position are received by the Department of Human Resources:

2.4.1.1 DAEOP will be contacted and asked to review and comment regarding the request for reclassification two (2) weeks before a final decision is made by the Superintendent.

2.4.1.2 The decision of the District to approve or deny a request will be based on an evaluation of the actual duties of the job requested to be reclassified. 2.4.2 All positions/classifications that meet the requirements of classified office duties shall be included in the negotiations unit.

2.4.3 In the event the Association does not find acceptable a change of status or unit designation involving any employee in the negotiations unit, the Association shall have the right to submit the matter at a Level II grievance hearing (Article 5.3.2).

2.4.4 Any part-time clerical employee who works a total of eight (8) hours per day for twelve (12) continuous months shall become a full-time contract employee with benefits effective on the date of eligibility.

2.4.5 All classified office employees assigned to a new position shall be compensated at the new rate of pay effective the date the new duties are assumed.

2.4.6 Effective May 24, 2002 the maximum step for Secretary I will be Step 21 and the maximum step for Secretary II will be Step 26.

2.4.7 Effective September 1, 2002, The positions of Bookkeeper I and Bookkeeper II will be combined and be called Bookkeeper. The salary steps for Bookkeeper are 14 to 25.

ARTICLE 3—ORGANIZATION PARTICIPATION

3.1 Organization Participation

Employees shall have the right to join and participate in the activities of the Association. The Association shall admit employees to membership without discrimination. The Association shall represent all employees in the unit equitably and fairly in all negotiable matters without regard to race, creed, color, national origin, age, sex, marital status, disability, or membership in the Association.

3.1.1 The Association and the District will develop a communication plan for informing unit members and administrators of the Agreement.

3.2 Records and Reports

3.2.1 When a classified office employee is appointed on an annual salaried basis, promoted, or transferred to another position, Human Resources shall furnish to the Association an approved copy of the Classified Personnel Report.3.2.2 Human Resources shall, upon request from the Association, furnish to the Association a list of all annual salaried and hourly classified office personnel including all data requested which is necessary or relevant to effective representation by the Association.

3.2.3 The Association shall be entitled to receive, upon request, a written copy of any new or changed District practice, procedure or policy which affects all or any specified group of employees, or is relative to any item contained in this Agreement.

3.3 Dues Deductions

3.3.1 The District agrees to deduct from the salaries of members of the Association employed by the District an amount to cover dues for the Association, and/or state, and/or nationally affiliated association(s) as said employee individually and voluntarily authorizes the District to deduct and to transmit the amount so authorized to the treasurer of the Association.

3.3.2 Each employee who desires to authorize such deduction shall file with the school payroll department, through the office of the Association, a signed and dated DAEOP salary deduction revocation form (*School District No. 1, Denver, Colorado, Denver Association of Educational Office Professionals, Official Salary Deduction Revocation Form*) authorizing the Payroll Department to deduct from the employee's monthly earnings and to remit to the treasurer of the Association an amount equal to one twelfth (1/12) of the dues required for membership in the organization(s). Such form shall include a waiver of all rights and claims against the Board and the School District and the officers and agents thereof, for moneys deducted and remitted in accordance with said authorization, and an agreement that such deductions and remittances shall continue from year to year as so authorized, unless such employee notifies the Payroll Department in writing on a DAEOP salary deduction revocation form that the employee desires to increase, decrease, revoke, or otherwise change such authorization. Said notice to increase, decrease, revoke, or otherwise change such authorization may be made only during the period of June 1 to June 30 of each year.

Authorization to increase or decrease such deductions by any amount of any increase or decrease in the annual dues shall be provided to the District by the membership chairperson of the Association prior to September 1 of each year.

3.3.3 The School District No. 1, Denver, Colorado, Denver Association of Educational Office Professionals, Official Salary Deduction Revocation Form may be obtained from the Association at the Denver UniServ Unit. Completed forms must be returned to the Denver UniServ Unit by the end of business on the last working day of June.

3.3.4 Deductions shall be made uniformly on each monthly payroll period. The Payroll Department shall not be required to honor for any month's deduction any authorizations that are delivered to the District office no later than the tenth (10th) day of the month prior to the distribution of the payroll from which the deductions are to be made.

- 3.3.5 If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due employee for the month, no deductions will be made for that employee for that month. The Association will arrange collection of dues for that month directly with the employee.
- 3.3.6 The Association agrees that the Board or the District shall not be held liable for any action growing out of these deductions and commenced by any person against the Board or the District and assumes full responsibility for the disposition of the funds so deducted once they have been remitted to the treasurer of the Association.
- 3.3.7 An administrative fee of five cents (\$.05) per month per individual authorization shall be retained by the District to help defray costs of making such dues deduction.

3.4 Association Time

- 3.4.1 Upon request to and review by the senior Human Resources administrator, the District may grant up to fifteen (15) days' release time per calendar year to the president of the Association or to the president's designee. The Association shall reimburse the District for the full cost of the substitute salary.
- 3.4.2 The District shall grant the Association up to a total of fifteen (15) days per calendar year release time for conducting Association business. The request for such release time shall be in writing and submitted to the senior Human Resources administrator. The Association shall reimburse the District for one-half (½) the salary received during such release time if a substitute is used. A substitute shall be provided by the District as needed.
- 3.4.3 Association representatives, during working hours and without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the workday.
- 3.4.4 The District shall grant the chairperson and members of the negotiating committee the time necessary for mutually agreed upon negotiating meetings scheduled during normal working hours. Substitutes shall be provided by the District as needed.

3.5 School Facilities

The Association will have the right to use school buildings for meetings as approved by the appropriate administrative office and subject to any applicable charges normally imposed by District policy and practice through the Office of Community Use.

3.6 School Mail

- 3.6.1 The Association has the right to use the school mail.
- 3.6.2 The president of the Association and / or the president-elect may use the District e-mail system to send out e-mails to the Association membership which are informational in nature (i.e. meeting notifications), pertain only to the bargaining unit, and which are in compliance with the District policies governing the use of the e-mail systems and Internet. The senior Human Resources administrator or designee will be copied on these communications.

E-mails which do not conform to these requirements must be approved by the senior Human Resources administrator or designee, prior to being distributed.

3.7 Bulletin Boards

The Association shall be allowed to use existing bulletin boards for the purpose of posting Association materials at each work site.

3.8 Grants for Educational Meetings

The District shall provide annually one (1) full-expense grant to one (1) employee for the purpose of attending educational meetings. The District grant shall be awarded to an active union member. A committee composed of two (2) administrators and two (2) employees selected by the Association shall create and publish the procedures for the awarding of these grants. The DAEOP Grant Committee shall select the recipient and two (2) alternates and notify the Department of Human Resources of their names.

3.9 Personnel Records and Files

3.9.1 The employee's official personnel file may be examined by that employee, subject to Colorado open records law.

3.9.2 Material originating within the School District and which is derogatory to an employee's conduct, service, character or personality shall not be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that such material has been read by signing on the actual copy to be filed. Such signature does not indicate agreement with the content of such material.

3.9.3 Supervising administrators desiring to place a letter of reprimand or other derogatory material in an employee's file shall, except in unusual circumstances, first issue a letter of warning that such alleged behavior or action is inappropriate. Such a letter of warning may be placed either in the employee's personnel file or at the supervisor's desk file. However, when the supervising administrator justifiably determines that the behavior or actions of the employee are of such a serious nature as to warrant a letter of reprimand, such letter of reprimand may be issued by the supervising administrator in the absence of a letter of warning. No such letters of reprimand shall be forwarded unless the allegations contained therein are supportable by evidence. In addition to having the right to rebut as in Article 3.9.4, the employee shall, upon request, be allowed a hearing before the senior Human Resources administrator with the employee and supervising administrator present. The nature of such letter or material and its appropriateness are subject to the grievance procedure.

3.9.4 The employee shall have the right to answer any material filed and the employee's answer shall be reviewed by the senior Human Resources administrator and attached to the file copy.

3.9.5 Upon written request by an employee, specified material contained in the central office file for more than eighteen (18) months will be reviewed and eliminated as long as such material does not interfere with the safety, physical, and moral well being of children or other employees. The District shall have the responsibility to determine whether the material should be retained.

3.9.6 All written and printed materials dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.

3.10 Study Committees

The Board and the Association may mutually agree to appoint, as the need arises, a study committee(s) to investigate matters not specifically covered in this Agreement.

3.11 Advisory Council of Classified Office Professionals

The Advisory Council of Classified Office Professionals shall meet four (4) times during the work year to discuss matters of mutual concern. Any reports, releases, publications or surveys emanating from such discussions shall be agreed to jointly by the designees of the Superintendent and the Association. The Council shall be composed of six (6) members of the Association and such administrative staff as the senior Human Resources administrator shall designate, to a maximum of four (4) employees.

3.12 Mentor Program

DAEOP and the District shall continue the mentoring program for new hires and DAEOP employees needing assistance. A maximum of 10, experienced, qualified DAEOP employees shall be identified as mentors. They shall mentor employees, at the mentee's or mentor's work site. The maximum number of hours over a twelve-month (12) period shall be forty-eight (48) hours per mentor.

At the end of their mentoring assignment, mentors will be compensated with a stipend of ten dollars (\$10.00) per hour of mentoring. Substitutes for mentors shall be provided, if available, by the District.

Guidelines of this program shall be determined and periodically reviewed by the Advisory Council of Classified Office Professionals.

ARTICLE 4—ANNUAL NEGOTIATIONS

Request for negotiations will be made by the Association to the Board, or by the Board to the Association, after March 1 of each year during the term of this Agreement. The Superintendent or designee(s) and the Association, will inaugurate negotiations as provided in Article 4.1, with the intent to be finalized by June 1 of each year unless extended by mutual consent.

4.1 Inaugurating Negotiations

Beginning in 2010, and every three (3) years thereafter, the Board will negotiate the full Agreement with the Association. Negotiations will be scheduled beginning no later than March 1 on mutually acceptable topics, including mediation. Negotiations on salary and insurance benefits will be held annually.

4.1.1 Written requests for negotiations between the Board and the Association may be submitted on such matters concerning classified office professional employees' salaries, wages, hours and conditions of employment. All proposals relevant to these issues are subject to negotiation. Such requests will specify the subject matter to be considered.

4.1.2 A written response will be made within ten (10) working days of the receipt of any such written request.

4.1.3 Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party, provided, however, that the first meeting shall be held within ten (10) working days of such written response.

- 4.1.4 The Board and the Association agree to accept and consider recommendations from the community when modifying this Agreement.
- 4.1.5 The parties to this Agreement recognize that the public has an interest in the negotiations and acknowledge a duty jointly to inform the public of the status and progress of negotiations.
- 4.1.6 During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
- 4.1.7 As of the time they are made available to the Board, the Board will provide the Association with a Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting classified office professional employees' salaries, wages, hours and conditions of employment.
- 4.1.8 If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties with no loss of pay.
- 4.1.9 Either party may use the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 4.1.10 Tentative agreements reached as a result of such negotiations will be reduced to writing and will have conditional written approval of both parties pending final adoption and approval of the School District budget. After such adoption and approval, the final Agreement will be signed by the Board and Association and will become an addendum to this Agreement. If changes in this tentative Agreement are necessary as a result of a legal budget adoption process, the Agreement will be subject to negotiation.

4.2 Impasse Resolution/Mediation

As provided in Article 1.2.6, differences shall be settled by peaceful means. In the event the parties are unable to reach agreement within the time limits provided in Article 4 of this Agreement, they may avail themselves of the following procedures for the purpose of inducing the Board and the Association to make a voluntary peaceful agreement.

- 4.2.1 If the negotiations described above reach impasse, a mediator will be chosen by the parties or if the parties cannot agree, with the assistance of the American Arbitration Association according to the procedures of Article 5.3.3.2.
- 4.2.2 If mediation is unsuccessful and if both parties agree, the mediator may issue a written report to the parties explaining the matters still at issue.
- 4.2.3 The parties agree to share the cost of mediation equally.

4.3 This Agreement may be re-opened by mutual consent at any time.

4.4 The tentative agreement reached as a result of the negotiations procedure shall be subject to ratification by the Association and approval by the Board at the next official meeting. After such ratification and approval, the chief officers of the Board and the Association shall sign the Agreement.

ARTICLE 5—GRIEVANCE

5.1 Definitions

- 5.1.1 A formal "grievance" shall mean a written complaint by an employee(s), in the negotiating unit in which there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement.
- 5.1.2 Unless provided otherwise in this Agreement, all administrative procedures, practices, and written personnel policies which affect clerical personnel are grievable, but only those covered by Article 5.1.1 may go to Level III, upon the request of the Association.
- 5.1.3 The term "party of interest" shall mean the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 5.1.4 The term "days" shall mean workdays, except as otherwise indicated. The time limits as specified shall be strictly observed but may be extended by mutual agreement of the parties.
- 5.1.5 The term "grievant" shall mean an employee or group of employees or the Association filing a grievance.

5.2 Purpose

The purpose of this procedure is to seek and secure at the lowest possible administrative level equitable solutions to problems which may arise. Both parties agree that grievance proceedings, writings, and resolutions shall be kept as informal and confidential as may be appropriate at any level of the procedure.

5.3 Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

When a person makes a written or verbal complaint against an employee, the principal, investigator or designee will, when appropriate, notify the employee of the complaint/complainant. The District representative shall have the exclusive responsibility to make the determination of when it is appropriate to notify the employee of the complaint/complainant. When notified of the complaint/complainant, the employee will be given the opportunity to respond.

5.3.1 Level I - Informal Meeting

Whenever the employee feels that there has been a violation, misinterpretation or inequitable application of any of the provisions of the Agreement, the employee shall request an informal meeting with the immediate supervising administrator within ten (10) working days of the alleged violation to present the concern and attempt to secure a resolution. The informal meeting shall be held within five (5) working days of the employee's request. At this time the grievant (1) may discuss the grievance personally, (2) may be accompanied by the Association's representative, or (3) may request that the Association's representative act on behalf of the grievant.

- 5.3.1.1 The outcome of the informal meeting shall be reduced to writing on the approved form and signed by the parties at the conclusion of the meeting. A copy will be given to each party.
- 5.3.1.2 If the parties are unable to resolve the issue at the informal meeting, the issue may be moved to the formal grievance Level II. Such notification shall be made to the immediate supervising administrator and Department of Human Resources within five (5) working days of the informal meeting.
- 5.3.1.3 If the time limits for processing a grievance are not met by the immediate supervising administrator responding to the grievance, the grievance may be moved to the next level at the request of the aggrieved.

5.3.2 Level II – Formal

The grievance request must indicate the reason why the Level I issue is unresolved. The Department of Human Resources or designee will represent the administration at this level of the grievance procedure. The Department of Human Resources or designee will hold a Level II hearing with the grievant in an effort to resolve the grievance. Such meeting will take place within five (5) working days after receipt of the written grievance by the Department of Human Resources or designee.

- 5.3.2.1 The grievant may request that the Level II hearing officer require the attendance of the Level I decision maker at the Level II hearing. The request will be made by the grievant on the approved form at the time the grievance is referred to Level II. The hearing officer will decide whether to honor the request.
- 5.3.2.2 The Level II hearing officer shall make her/his decision on the merits of the grievance and provide the reasons therefore in writing. The decision will be transmitted promptly to all parties of interest and to the Association.

5.3.3 Level III

If the aggrieved person is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) working days after the Superintendent or designee has heard the grievance, the grievant may request that the Association submit the grievance to either arbitration or mediation. This request must be made within five (5) working days of the Level II disposition. If the Association deems the grievance meritorious, it may elect and demand either arbitration or mediation within fifteen (15) working days after receipt of the aggrieved person's request. The arbitration/mediation demand from the Association must be in writing and must indicate the reason the Level II decision is unsatisfactory. If the Association deems the grievance not meritorious, it shall indicate this in writing with the reason(s) therefore on the appropriate form to the aggrieved, with copies to the parties as provided on the form.

5.3.3.1 Mediation. If the Association elects mediation, a mediator shall be selected by the parties.

5.3.3.1.1 The mediator panel shall consist of mediators who are skilled in educational issues, and shall be from the greater Denver metropolitan area.

5.3.3.1.2 At the conclusion of the mediation process, the parties will implement any action agreed to through the mediation process.

5.3.3.2 Arbitration. If the Association elects arbitration and the parties cannot agree on the choice of an arbitrator, they shall submit a request to the American Arbitration

Association for a list of seven (7) arbitrators skilled in arbitration of educational issues. Within five (5) days of the receipt of a list, representatives of the Association and the District shall meet and alternately strike a name on the list. The last name remaining shall be appointed arbitrator.

- a. The arbitrator will have authority to hold hearings and make procedural rules.
- b. All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- c. The arbitrator will issue a report within a reasonable time after the close of the hearings. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- d. The arbitrator's report shall be submitted in writing to the Board and the Association only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions, and recommendations on the issues submitted. The arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. The arbitrator's report shall be advisory only, not binding on the Board or the Association.
- e. Within five (5) working days after receiving the report of the arbitrator, the Board's designee and the Association's designee will meet to discuss the report. No public release may be made until after the next legislative meeting of the Board of Education.
- f. The Board shall take official action on the report of the arbitrator not later than thirty (30) calendar days subsequent to the meeting mentioned in Article 5.3.3.7 above.
- g. The costs for the services of the arbitrator or mediator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.
- h. Any party may request an official record of the testimony at the hearings. The party requesting shall pay the costs. If the other party requests a copy of the record, it shall share the entire cost of making the copy of the record.
- i. In appropriate cases, both parties may agree to follow the expedited rules and procedures of the American Arbitration Association in processing any grievance at Level III, except that the arbitrator shall always be chosen pursuant to Article 5.3.3.2.

5.4 Rights of Classified Office Professionals to Representation

- 5.4.1 Neither the Board nor any member of the Association shall take reprisals affecting the employment status of any classified office professionals, any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.
- 5.4.2 All classified office professionals who file a grievance shall do so with full knowledge and assurance that they will be represented solely by the Association and/or the

Association's designee(s) at all levels and steps and proceedings of the grievance procedure, except that the grievant may decline representation at Level I.

5.4.2.1 Unless otherwise mutually agreed upon, Level I representation will be provided by the Association or the Association's designee who is also a member of the negotiating unit.

5.4.3 When Level III hearings are held, all witnesses who are School District employees will be provided release time to attend the hearing if prior arrangements have been made at least two (2) working days in advance by the Association with the Director of Human Resources or designee. The Association and the District will mutually exchange written witness lists at least two (2) days in advance of the hearing.

5.5 Miscellaneous

5.5.1 If, in the judgment of the Association, a grievance affects a group of classified office professionals at more than one (1) work site, the Association may submit such grievance in writing directly to the Department of Human Resources, and the processing of such grievance may be commenced at Level II.

5.5.2 All written and printed matter relating to grievances will be filed separately from the central office personnel files of the participants.

5.5.3 Necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, and other necessary documents will be jointly prepared and distributed by the Superintendent and the Association.

5.5.4 The Board agrees to make available to the grievant and the grievant's representative, all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance. The Association agrees to make available to the Board and its representatives all pertinent information not privileged under law in its possession or control and which is relevant to the issue raised by the grievant.

5.5.4.1 In conducting arbitration cases, the Board will present all relevant material so that the arbitrator will have complete information upon which to base a decision. A copy of any information presented to the arbitrator will be provided to the aggrieved person.

5.5.5 When it is necessary at Level II or Level III for a representative(s) designated by the Association to attend a meeting or a hearing called by the Superintendent or designee during the working day, the Superintendent's office or other designee's office shall notify the immediate supervising administrator of such Association representatives. The representatives will be released without loss of pay for such time as their attendance is required at such meeting or hearing.

5.5.6 No grievance shall be recognized by the Board or the Association unless it is presented at the appropriate level within twenty (20) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. No grievance shall be recognized at Level II unless it is filed with the Department of Human Resources within at least thirty (30) working days after the act or condition upon which it is based occurred. Grievances not presented in a timely manner will be considered as waived.

ARTICLE 6—REDUCTION IN FORCE

6.1 Reduction in Force

Reduction in force shall be defined as a necessary reduction in the work force beyond the normal attrition for economic reasons only. Reductions will be made at the school and / or department

level. In the event that a reduction in the number of positions is necessary, the District shall provide thirty (30) days written notice to the affected employees.

6.1.1 Normal attrition shall be considered prior to any staff reductions.

6.1.2 For purposes of reduction, seniority will be determined based on an employee's most recent date of hire ("hire date") into the District.

6.1.3 The school or department making a reduction will first lay off hourly employees, when possible.

6.1.4 In determining which individuals will be impacted by a reduction, work sites (schools or departments) will apply the following criteria in the following order:

1. Normal attrition shall be considered prior to any staff reductions.
2. Hourly employees will be laid off first, when possible.
3. After any hourly reduction, probationary employees who have been employed by the District for 90 days or less will be reduced.
4. If steps one through three do not achieve the necessary reductions, the employer will consider documented job performance and the employee's skills. In cases where an individual administrator has not yet appraised any employee, the employee's three prior appraisals will be considered, if available.
5. If the preceding criteria are equal, the least senior employee shall be reduced.

6.1.5 The District shall notify the Association of the affected positions. The Association shall have 30 days to review the reductions before they are finalized. The District will consider recommendations from the Association.

6.1.6 The following processes will be used to assist impacted employees with securing other positions:

1. The district will maintain a listing of impacted employees in order of seniority with the most senior employee at the top of the list. Principals and hiring managers may obtain the list from the Department of Human Resources upon request.
2. Impacted employees will be added to the listing when they are first notified of a pending reduction. The impacted employees will remain on the listing until one year after their date of reduction, or until they secure another position.
3. Impacted employees will be given two guaranteed interviews for DAEOP positions to which they have applied.
4. For positions where multiple impacted individuals request guaranteed interviews, hiring managers will be required to interview at least two (2) of the impacted individuals, but are not limited from interviewing additional impacted individuals who may have applied to the position.

5. In addition to the above processes, the District will offer impacted employees information on effective job search techniques (e.g. resume writing, interviewing, etc.)
 6. Impacted employees will be given time off for internal interviews if they are scheduled during the work day.
- 6.1.7 When an impacted employee accepts a position with a different work year from their reduced position, and that difference creates a potential break in service, the District will, in an attempt to avoid or minimize the break in service, pay out the employee's vacation (if applicable) and modify the proration of the employee's pay during the first year in the new position, after consultation with the employee.
 - 6.1.8 When an impacted employee accepts a position in a lower classification, and her / his rate of pay is within the range of the new position, her / his rate of pay will remain the same. When an impacted employee accepts a lower level position and her / his rate of pay is above the maximum for the position, her / his rate of pay will be reset to the maximum salary for the new position.
 - 6.1.9 If an impacted employee does not secure a full time position, they can opt to be converted to a part-time or hourly position dependent on availability and selection.
 - 6.1.10 The employment of employees who do not secure a position will end on the date referenced in their written notification of reduction.
 - 6.1.11 Nothing contained herein shall prevent the parties from mutually agreeing to modify the procedure should a reduction in force occur. 6.2 School Redesign 6.2.1 By definition, the redesign of a school refers to the Superintendent's decision to overhaul a school's complete educational and/or programmatic structure due to substandard growth in student achievement. When the Superintendent makes the decision to redesign a school, the bargaining unit members shall not be required to re-interview for their positions. All other employee movement provisions in the contract shall remain intact.

ARTICLE 7—TRANSFER

7.1 General Principles

- 7.1.1 A change in assignment from one school or worksite to another may be requested by the employee affected, by the principal or designated administrator at the employee's school or worksite, or may be initiated by the Superintendent or the Superintendent's staff. The approval of the Superintendent or designee is required before any such change in assignment is granted.

7.2 Transfer Requested by an Employee

- 7.2.1 A transfer for the purpose of change of assignment or location within the same classification and pay scale may be requested by the employee and may be granted by the senior Human Resources administrator. The employee is required to submit to the senior Human Resources administrator a written request explaining the reason for the transfer request.
- 7.2.2 If no opening exists for which the employee is qualified within the same classification at the time of the transfer, the employee shall be placed in a position of lower classification for which the employee is qualified provided such an opening exists.

- 7.2.3 Employees placed in a lower classification shall be paid the salary rate for the previous higher classification for a period not to exceed two (2) months.
- 7.3 Transfer Requested by Administration
 - 7.3.1 An administrative transfer may be made at the discretion of the senior Human Resources administrator upon recommendation by the employee's supervisor.
 - 7.3.2 If such request for transfer is performance based, it shall be granted only after the employee has had an opportunity to improve such performance concerns through the appraisal process.
 - 7.3.3 In the event an opening exists for which the employee is qualified, the employee being transferred shall be placed in a comparable position with respect to grade and salary previously held.
 - 7.3.4 If no opening exists for which the employee is qualified within the same classification at the time of transfer, the employee shall be placed in a position of lower classification for which the employee is qualified, provided such an opening exists.
 - 7.3.5 When an employee is transferred to a lower classification as a result of an administrative transfer, she/he shall retain the previous rate of pay for a maximum of three (3) months or until a position of the same classification is available, whichever occurs first. The employee must be offered the available position(s) at the previous classification for a period of three (3) months.
- 7.4 Posting of Positions
 - 7.4.1 The Department of Human Resources shall electronically post all vacancies or new positions as they occur during the year. The District shall adhere to Human Resource guidelines established for posting of positions. The Association shall be notified of any changes to these guidelines. Posting is for the purpose of soliciting a written expression of an employee's desire to be considered for such positions.
 - 7.4.2 Postings will contain the job title and location, a brief description of the major duties, and a summary required and desired qualifications. DAEOP positions will be posted for a minimum of 5 work days. Short-term hourly and part-time positions are not subject to the minimum posting requirement. The minimum posting period shall not apply to promotions of existing staff within a school or department.
 - 7.4.3 New positions or vacancies occurring as a result of reorganization within a department shall be posted.
 - 7.4.4 The applications of all annual salaried or hourly employees with one (1) or more years of clerical experience with the District, who apply for positions and meet the minimum qualifications as stated on the job posting, will be reviewed by the appropriate administrator. The administrator will schedule interviews based on this review.
 - 7.4.5 Administrators will notify the senior Human Resources administrator of the selection within thirty (30) days after the closing date of the posting.
 - 7.4.6 The District's Affirmative Action Plan shall be followed wherever applicable.
 - 7.4.7 Final approval shall rest with the Superintendent or designee.

7.5 Promotion

- 7.5.1 Promotion is defined as movement to a position with a maximum salary step higher than the maximum step of the employee's current salary range. Employees desiring promotion that involves a change of assignment from a school or department to an administrative office or vice versa, must meet the qualifications for the position as determined by the Department of Human Resources and the school's or department's interview team.
- 7.5.2 Employees promoted shall be placed on the new salary range using the following procedures: current salary plus at least five percent (5%) and then placement on the next highest step of the new salary range. The new salary shall not exceed the maximum step of the new salary range.

ARTICLE 8—PROBATIONARY PERIOD

8.1 Probationary Period

All new employees covered by this Agreement must serve a two-year (2) probationary period. During the first ninety (90) days of this probationary period, all new employees may be discharged without limitation on the District, or countering action by the Association.

ARTICLE 9—APPRAISAL

9.1 Appraisal

Employee appraisal should be an ongoing process to be used as a tool to help identify an employee's strengths and areas that need improvement, with the objective of maintaining and/or improving job performance. The appraisal form will be provided by Human Resources, and will be available on-line on the Human Resources website.

- 9.1.1 All employees must be formally appraised every year. Within the first six (6) weeks of the employee's work year, the designated administrator will meet personally with the employee at the beginning of the appraisal cycle to review the employee's job description and to explain the nature of the appraisal. They will meet again when the appraisal is complete to review the appraisal and to develop a plan for addressing areas that need improvement. The annual appraisal cycle will be expected to include a discussion at the start of the cycle to set expectations, as well as a discussion mid-cycle to review the employee's performance relative to the expectations. At the end of the cycle a written appraisal will be completed and submitted to the Human Resources Department. There is an expectation that informal feedback will be provided throughout the appraisal year. Employees will not be placed on an improvement plan until they have been informed of any performance concerns.
- 9.1.2 An hourly employee appraisal shall apply to an employee hired on an hourly basis. Such appraisals are submitted to the Department of Human Resources, and may be administered at any time at the request of the Department of Human Resources, the employee's designated administrator, or the employee.
- 9.1.3 Review: The employee appraisal shall be reviewed by the designated administrator with the employee. A written copy of the appraisal shall be provided to the employee.
- 9.1.4 Signature: The employee shall sign the copy of the appraisal to be submitted to the senior Human Resources administrator. The signature of the employee on the appraisal form shall indicate that the employee has read the evaluation and discussed its contents

with the designated administrator. Signing does not necessarily mean agreement with the appraisal.

- 9.1.5 Disposition: The employee may make a written statement concerning the content of an appraisal. Such written statement will be made within seven (7) working days of the review of the appraisal. The employee's written statement and comments will be attached to the appraisal form and placed in the employee's personnel file.
- 9.1.6 Performance Improvement: An employee appraisal that includes a rating of below average or unsatisfactory will result in the development of a plan of improvement. The employee has the option of requesting that an Association representative be present. Such a request shall not delay the process more than two (2) working days. If performance concerns are identified at any point during the appraisal process, supervisors may use counseling, coaching, training and / or the development of a performance improvement plan to address these concerns.
- a. A plan of improvement shall be initiated by a conference between the identified administrator and the employee. The written plan shall be jointly developed between the identified administrator and the employee and shall include specific corrective measures and related timelines. The plan of improvement will identify any persons who will assist the employee and any resources the administrator feels the employee must utilize. The plan of improvement timeline will not be less than forty (40) working days, and will include a minimum of two (2) scheduled reviews.
 - b. At the conclusion of the timeline for the Plan of Improvement, another conference shall be held between the designated administrator and the employee at which time the initial concerns and steps to correct deficiencies will be reviewed. If the review results are satisfactory to the designated administrator, the appraisal is concluded. If the review results are not satisfactory, the designated administrator may initiate appropriate action as follows:
 1. Extend the plan's timeline, or
 2. Request an administrative transfer (Article 7.3), or
 3. Recommend termination of employment.

ARTICLE 10—HOURS AND SELECTED WORKING CONDITIONS

10.1 Workday/Work Year

The regular workday for annual salaried employees is eight (8) hours per day, forty (40) hours per week. These eight (8) hours do not include time for lunch. The typical work year for bargaining unit employees is either 200, 210, 220 or 240 days. Work years can be subject to change with 30 days' notice prior to the end of the school year. In these situations, the individual's total compensation will be changed to be commensurate with the new work year. When possible, the revised contract year will begin following the completion of the employee's current contract year.

10.2 Lunch Period

10.2.1 Employees shall have a lunch period of at least thirty (30) minutes. This period shall be uninterrupted and duty free.

10.2.2 Employees shall be permitted to leave the building during their lunch period.

10.3 Overtime

If an employee works over forty (40) hours in any work week at the request of the principal or immediate supervising administrator, the employee shall be paid on the basis of one and one-half (1½) times the employee's regular rate of pay for the time in excess of forty (40) hours per work week. When a DAEOP bargaining unit member responds to an unexpected and urgent situation that requires the employee to work in excess of the forty-hour (40) work week, the principal or supervising administrator shall authorize overtime for the coverage of that situation.

10.3.1 Time worked by an employee on Saturday in excess of the forty-hour (40) work week at the request of the principal or immediate supervising administrator, shall be paid at the employee's regular rate of pay plus one-half (½) times the employee's regular rate of pay.

10.3.2 Time worked by an employee on Sunday or an approved school holiday at the request of the principal or immediate supervising administrator, shall be compensated at the employee's regular rate of pay, plus one and one-half (1½) times the employee's regular rate of pay.

10.3.3 Annually, at the beginning of each school year, the District shall issue a Fair Labor Standards Act (FLSA) directive to principals, supervisors and DAEOP bargaining unit members. The District agrees to consult with the Association in drafting a plain language version of such.

10.3.4 Employees who, on a periodic basis, are designated to perform non-clerical duties, such as playground, lunch room or bus supervision, will be paid at their regular rate of pay, which may include overtime as required by applicable Federal and State laws, and Board and District policies.

10.4 Special Staff Duties

10.4.1 In the event a clerical special staffing duty is available (i.e., staffing box office, carnival sales, school shows, etc.) after regular work hours, in the evening or on weekends, the clerical staff assigned to that building or office shall be given preference in assignment. Employees shall not be required to work such assignments.

10.4.2 Compensation shall be at the overtime rate of pay for actual hours worked over forty (40).

10.5 Nursing Duties

10.5.1 DAEOP bargaining unit employees may be designated by the Principal and delegated by the school nurse to perform health-related duties. Employees who have not been designated and delegated shall not provide health care services at their worksite.

10.5.2 Training

- a. No bargaining unit employee shall be required to provide services for which they have not been properly trained. Training will be provided to employees before they are required to perform any nursing duties. A copy of the Department of Regulatory Agencies Rules and Regulations Regarding Delegation of Nursing Tasks will be provided to all employees involved in the training.

- b. Designated employees will be required to meet all training requirements as determined by the school nurse and by law. The District shall provide the opportunity for delegates to participate in health office support training, invasive procedures training or one on one training with a school nurse based on the needs of the school.

10.5.3 Delegation and designation may be made on school year at a time.

10.5.4 Delegates shall not be held personally liable in accordance with applicable state statutes.

10.5.5 Individuals who are delegated nursing duties as described in this article will receive a \$32.00 monthly stipend

10.6 Vacation

Annual salaried 220/240-day employees earn vacation days, which total fifteen (15) days per year. Annual salaried 210 day employees earn vacation days, which total five (5) days per year. In the event that an employee's vacation includes a legal or school holiday(s), the employee shall be entitled to an additional day(s).

10.6.1 Annual salaried employees who have completed fifteen (15) years of active service with the District will be granted thereafter five (5) days of paid vacation in addition to the fifteen (15) days annual vacation provided in Article 10.5 on the anniversary date of their appointment.

Vacation is accrued on a monthly basis. Employees may retain up to twice their annual vacation allocation (cap) during any twelve-month (12) period. Any vacation days over the cap must be used by January 14 of each year or be forfeited.

10.7 Sick Leave

10.7.1 Purpose

Sick leave is provided to give a reasonable amount of protection for employees and the District so that employees will not feel compelled to attend to duties when it is unwise for them to do so. These days shall be used for illness or death in the family or for the illness or death of close relatives or friends.

10.7.2 Allowance for Full-Time Employees

Twelve (12) days of sick leave with full pay are allowed employees whose work year consists of more than forty (40) weeks. Ten (10) days of sick leave with full pay are allowed employees whose work year consists of forty (40) or fewer weeks. The unused portions of the annual sick leave allowance in any one (1) year may accumulate without limit. When an employee is appointed before January 15 of any year, the employee is given credit for the full annual sick leave allowance. An employee appointed on or after January 15, but before August 15, is given credit for one-half (½) the full annual sick leave allowance. An employee reappointed within five (5) years after resignation is given the benefit of any accumulated sick leave which remained to the employee's credit at the time of resignation.

A sick leave bank was established for members of this bargaining unit in September, 1992. Sick Leave Bank guidelines were established by a joint committee of DAEOP and DPS representatives, and may be modified as provided in the Sick Leave Bank guidelines. The Sick Leave Bank is described in Appendix C.

10.7.3 Allowance for Continuing Hourly Employees

Hourly employees assigned to duty twenty (20) or more hours per week (substitutes excluded) and whose work assignments extend through the balance of the semester, are credited with five (5) equivalent days of sick leave or that proportionate part of five (5) days as the remaining days in the semester are to the total days in the semester. During the first year of employment, such hourly employees are credited with sick leave on the sixteenth (16th) day of employment. An additional five (5) equivalent days are allowed for the second semester of the same school year with any unused sick leave allowance from the first semester, cumulative in the second semester. During the second and subsequent years of such employment, hourly employees will be credited on the first day of the work year with five (5) equivalent days of sick leave, and an additional five (5) equivalent days will be allowed for the second semester. The unused portions of sick leave in any one (1) year accumulate without limit.

10.9 Working Conditions

The District recognizes that employees have a right to a non-hostile, professional work environment. If a member of the Association feels that they are being bullied, verbally abused or exposed to other unprofessional conduct or retaliation, he/she must immediately report the behavior to the Human Resources Department for investigation. The Human Resources Department will investigate the situation and review the results of the investigation with the complainant to the extent authorized by Board Policy and applicable law.

ARTICLE 11—TRANSPORTATION ALLOWANCE/PARKING

11.1 Transportation Allowance

11.1.1 Employees whose duties require daily travel between two (2) or more schools shall be reimbursed for automobile use. They shall be paid the current flat rate to cover the cost of maintaining a car plus the current District rate per mile for operating costs. Employees who are receiving a transportation allowance shall carry appropriate insurance to meet District requirements.

11.1.2 Employees whose duties require less than daily travel between two (2) or more schools shall be reimbursed at the current District rate per mile.

11.2 Parking Facilities

11.2.1 Annual salaried employees working at a central administration facility will receive a monthly (net) stipend equivalent to the monthly parking rate charged to central administration employees working at the same facility. This stipend is only available for employees who do not have access to free District parking. 11.2.2 Hourly employees working at the central administration building shall receive an hourly stipend to help defray the cost of public parking.

ARTICLE 12—INSURANCE

12.1 Group Life Insurance

It is recognized by the Board and the Association that the present group life insurance program of the District is a condition of employment affecting all of the annual salaried employees, and cannot be negotiated with any single group. The District shall assume the full payment of the employee's life insurance.

12.2 Disability Insurance

Group long-term disability insurance coverage shall be provided for annual salaried employees.

12.3 DPS Flex Plan

Effective July 1, 2003, employees will be eligible to participate in the DPS flex plan for group health, dental, and vision insurance, and healthcare and dependent care reimbursement accounts. The District will contribute three hundred twenty-three dollars (\$323) per month for all annual salaried employees.

The Plan will be administered by the Department of Employee Benefits and will allow employees to select coverage that fit their needs from a menu of options. Part-time employees will also have the opportunity to participate at their own expense. Employees who are enrolled in another group plan may opt out of the program with proof of other group health coverage.

Flex dollars remaining in the DPS flex plan up to three hundred twenty-three dollars (\$323) maximum, will be paid to the employee as taxable earnings, but not as a part of their calculated annual salary for pension consideration.

12.4 Long Term Disability Insurance

Effective July 1, 2003, employees who have worked for the District ninety (90) days or more will be covered by long-term disability insurance, which will be paid for by the District. This insurance will provide eligible disabled employees with sixty percent (60%) of their salary after a ninety-day (90) elimination period. This insurance takes the place of the Restoration of Health Care.

ARTICLE 13—JURY DUTY

13.1 Jury Duty

Employees shall be granted the necessary time for jury service with full salary.

13.2 Subpoena or Summons

Employees who are subpoenaed or summoned to appear in court in connection with their employment with the District shall be granted the necessary time with full salary.

13.3 General Provisions

All fees received for service outlined in Articles 13.1 or 13.2 are to be turned in to the Disbursing Office. Fees earned during holidays or vacations shall be retained by the employee. In the event that an employee reporting to the court is excused for the day, the employee shall report to assigned school or unit for duty within a reasonable time.

ARTICLE 14—SALARIES/INCREMENTS

14.1 Salaries

14.1.1 Salaries are negotiated on an annual basis. Updated results of salary negotiations can be found at this link: <http://hr.dpsk12.org/daeop>.

The Memorandums of Understanding may supersede the contract language in Article 14, as specified in the MOU.

14.1.2 The matter of salary to be effective September 1, 1998, and after will be subject to negotiations between the parties pursuant to Article 4 of the Agreement.

14.1.3 Effective September 1, 2010, employees who are in positions designated by the principal or manager as requiring oral and reading skills in another language and who pass a bi-lingual proficiency test in those areas will be paid a stipend of fifty dollars (\$50.00) per month. Individuals in positions designated by the principal or manager as requiring oral, reading and writing skills and who pass a bi-lingual proficiency test in those areas will be paid a stipend of one hundred dollars (\$100) per month. Effective September 1, 2010, current bi-lingual stipend recipients will receive the \$100 per month stipend, subject to verification by the ELA department that the individuals have successfully passed the appropriate proficiency test.

14.1.4 Effective September 1, 2007, employees designated by the Principal and delegated by the school nurse to perform health-related duties will be paid a twenty-five dollar (\$25.00) per month stipend. Employees so designated and delegated will be required to meet all training requirements as determined by the school nurse. Delegation and designation may be made for up to one school year at a time. The stipend will cease to be paid, and the corresponding assignment of health-related duties will end, when the employee is undesignated by the principal and/or undelegated by the school nurse and/or moves to another school or department.

14.2 Yearly Increments

Beginning 2007, regular yearly increments may be granted on July 1 of each calendar year unless an employee shall have been initially appointed between April 1 and June 30, in which case the employee shall not advance to the next step until the second July 1 following the date of initial appointment. Eligible bargaining unit members shall receive a yearly increment effective June 30, 2006.

14.2.1 Hourly employees shall receive a yearly increment of ten cents (\$.10) per hour effective January 1 of each calendar year.

14.3 Longevity Increment

Longevity Increments are awarded after the completion of 15 years of continuous DPS service and each five-year period of continuous service thereafter. Effective January 1, 2007, the value of each longevity increment will be increased to \$840 annually for all longevity increments earned on or after January 1, 2007. For 2007, employees currently receiving one or more longevity increments earned prior to 1/1/07 and not scheduled to receive an additional increment in 2007, will receive an additional \$20 per month (\$240 annually), on their anniversary date in 2007, to be added to their most current annual increment. Additional increments earned prior to January 2007 will continue to be paid at the \$600, pre-January 1, 2007, rate.

14.3.1 Anniversary dates of appointment shall be the dates on which longevity increments take effect.

14.3.2 The date on which longevity increments were awarded before January 1, 1980, cannot alter the awarding of subsequent longevity increments due to take effect on the anniversary date of appointment marking the completion of each additional five (5) years of service thereafter.

14.4 Educational Increment Incentive

The self-improvement program is offered to employees as an incentive to upgrading, thus encouraging employees to equip themselves for increasing responsibility within the District. Participation in the program is voluntary. At the time an employee requests an increment, any training which has not been previously approved and is over five (5) years old shall not be considered valid for increment credit.

14.4.1 Eligibility

- a. Any annual salaried employee may take approved courses leading to training increment credit. The employee must have completed two (2) full years of employment before receiving credit.
- b. Hourly employees shall be eligible to receive increments for approved training in conformance with the regulations for annual salaried employees. The two-year (2) qualifying condition for payment of increments shall not be applied again to those employees who transfer from hourly to annual salaried positions. Any increments previously paid at the hourly rate shall be converted to the rate for annual salaried employees in the instance of transfers from hourly to annual salaried positions.

14.4.2 Payment

- a. Payments shall be made expeditiously upon submission to the senior Human Resources administrator.
- b. Increments may accrue at no more than four (4) per year.
- c. Increments of one hundred fifty dollars (\$150), not to exceed twenty-two (22) or three thousand, three hundred dollars (\$3,300), may be earned by annual salaried employees.
- d. Increments of thirty cents (\$0.30), not to exceed three (3), may be earned by hourly employees.

14.4.3 Requirements

- a. Any training must have prior approval by the senior Human Resources administrator to be considered valid for credit.
- b. A total of forty (40) clock hours, or the equivalent in quarter (1/4) or semester hours, shall qualify the employee for one (1) training increment.
- c. Satisfactory completion of courses shall be certified by the instructor. Certificate of Attendance shall be required for credit for workshops.
- d. The employee shall be responsible for keeping all records of each approved course of study, certificates of completion or transcripts. When the total of approved training courses equals forty (40) clock hours, the employee will furnish certificates of completion of transcripts to the senior Human Resources administrator for evaluation.

14.4.4 Approval of Training/Courses

- a. Classes offered by Opportunity School and other District sources, which have been pre-approved for increment credit, will carry the DAEOP logo. Tuition shall be charged employees attending Opportunity School for these approved classes and a nominal materials fee may be assessed.
- b. Credit may be granted for courses/training taken at colleges, universities, business colleges, Opportunity School, or other District sources.
 - 1) The employee shall supply to the Department of Human Resources, in advance, such catalogs or brochures necessary for evaluative purposes.
 - 2) Credit shall be assessed by the Department of Human Resources in proportion to semester or quarter ($\frac{1}{4}$) hours of attendance.
- c. Credit for other workshops or seminars may be recommended by the Association and approved by the senior Human Resources administrator. The senior Human Resources administrator may assess the workshop or seminar on the basis of quality of content and clock hours attended beyond duty hours.

ARTICLE 15—COMPENSATION FOR UNUSED SICK LEAVE AT RETIREMENT

15.1 Compensation for Unused Sick Leave at Retirement

Effective January 1, 1995, each contract employee who retires will be provided compensation for accumulated sick leave days as follows:

- a. When the employee has met the requirements for retirement in the District, that employee shall be eligible for compensation for accumulated sick leave.
- b. A maximum payment of seven thousand, two hundred dollars (\$7,200) for 240-day employees, six thousand, six hundred dollars (\$6,600) for 220-day employees, and six thousand dollars (\$6,000) for 200-day employees will be made by the District for employees who have accumulated one (1) year or more of unused sick leave and who are eligible to retire, or the payment of .0015 times the annual contract salary at retirement times two hundred forty (240), two hundred twenty (220), or two hundred (200), whichever is greater.
- c. The payment of seven thousand, two hundred dollars (\$7,200), six thousand, six hundred dollars (\$6,600), or six thousand dollars (\$6,000) shall be reduced by $\frac{1}{240}$, $\frac{1}{220}$, $\frac{1}{200}$ for each day less than an accumulation of two hundred forty (240) days, two hundred twenty (220) days, or two hundred (200) days or the payment of .0015 times the annual contract salary at retirement times the accumulated number of sick days less than two hundred forty (240), two hundred twenty (220), or two hundred (200).
- d. **Prior Accumulation.** Because of the changes in short leaves and in recognition of sick leave that was accumulated prior to December 31, 1990, any employee who accumulated sick leave days in excess of two hundred forty (240) days, two hundred twenty (220), or two hundred (200) days up to and including December 31, 1990, shall continue to be credited with such accumulation. Such

accumulation shall be eligible for payment on a prorated basis at the rate of 1/240, 1/220, or 1/200 of seven thousand, two hundred dollars (\$7,200), six thousand, six hundred dollars (\$6,600), or six thousand dollars (\$6,000) for each day, or .0015 times the annual contract salary at retirement, whichever is greater, provided the employee is otherwise eligible to participate in the plan.

ARTICLE 16—ASSOCIATION REPRESENTATION

No District created committees or study groups will make recommendations regarding classified office personnel without inclusion of a representative from the Association membership.

ARTICLE 17—JOB SHARING

Job sharing may be requested by regularly assigned office professionals who wish to work only half time. Procedures for assignment to a job sharing position will be available upon request from the Department of Human Resources.

- 17.1 Application for a job-share position must be made in writing to the Department of Human Resources.
- 17.2 Salary, benefits, accrued service and other employment entitlements shall be half their usual value, as applicable.
- 17.3 The job-sharing assignment must be approved by the Department of Human Resources and the school/department where the position is assigned.
- 17.4 Job sharing may be requested by a regularly assigned office professional who wishes to work only half time. Procedures for assignment to a job sharing position will be available upon request from the Department of Human Resources.

ARTICLE 18—PROPERTY DAMAGE

18.1 Property Damage

In the event an employee, while acting within the scope of his or her employment, has his or her clothing or other personal property damaged, destroyed, or stolen, the District may reimburse the employee the cost of repair or the reasonable replacement costs of the clothing/property up to two hundred fifty dollars (\$250) per occurrence.

- a. Given prudent and responsible handling, the District may reimburse/replace wallets/purses, outerwear and briefcases (tote bags) and contents, if appropriate, which are stolen while on school grounds up to two hundred fifty dollars (\$250) per occurrence.
- b. The District may pay up to two hundred and fifty dollars (\$250) per occurrence for automobile damage because of vandalism, provided the automobile was on school grounds and the employee was acting within the scope of their employment.

- 18.2 In order for the District to reimburse an employee for losses as outlined in this Article, the employee must file a claim by submitting a written District property loss report and, when a crime is involved, a police report. The District may investigate any and all such claims of loss to ascertain applicability to this Article. The maximum dollar amount of claims that will be processed for reimbursement for losses occurring in the period September 1, 2013 through August 31, 2016 shall be ten thousand dollars (\$10,000). Completed claims will be reimbursed

on a first come, first-served basis. The ten thousand dollars (\$10,000) is to be used solely for losses and is not negotiable.

ARTICLE 19—LEAVES

19.1 Temporary Leaves of Absence

General Provisions

Classified employees may be granted the following temporary leaves of absence with pay upon written application to their principal or department head. Except in an emergency, leave requests will be submitted two (2) weeks in advance.

- a. **Personal Leave:** A total of two (2) days of leave with full pay during each school year shall be granted. Hourly employees assigned to duty thirty (30) or more hours per week in the same assignment are also entitled to the two (2) days' personal leave. Unused personal leave may be converted to sick leave on a yearly basis.

19.2 Extended Leaves of Absence

General Provisions

- A. All requests for leave under this Article shall be submitted to Human Resources in writing.
- B. The time on extended leave of absence shall not be figured in computing the probationary period required for continuing services unless otherwise provided by law.
- C. An employee cannot accept other employment while on an extended leave of absence.
- D. No combination of leaves of absence shall exceed one (1) year.
- E. Except to the extent required pursuant to the Family and Medical Leave Act (FMLA), employee benefits will not be provided to an office professional while on an unpaid extended leave of absence.
- F. Sick leave does not accumulate while on leave, except as provided while on military or ACTION program leave of absence.
- G. Military leaves and other permitted absences shall not be regarded as an interruption of the continuity of active service but shall not be includable as active service, except in the case of military leaves as may be otherwise prescribed by law.

19.3 Types of Leaves

Certain employees are eligible for benefits under the Family and Medical Leave Act (FMLA). An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid sick, personal and vacation

leave (in that order) prior to being eligible for unpaid leave. Paid leave runs concurrently with and does not extend the duration of the leave.

The District shall, at the time of approving the employee's request for such leave, give the employee written notice specifying which portion of such leave will be designated as FMLA leave. Other provisions of FMLA and District policy may apply to the FMLA portion of the leave. Please see Board of Education Policy GBGF – Family and Medical Leave for more information on district FMLA policy.

19.3.1 Medical Leaves of Absence:

A. Maternity and Adoption Leave.

All regularly appointed, annual salaried employees may be granted maternity, paternity and/or adoption leave for up to one (1) year, without pay or increment, when requested in writing in accordance with Board Policy GBGF – Family and Medical Leave (All Employee Groups).

A request for maternity, paternity and/or adoption leave must be presented to the District at least thirty (30) days prior to the date on which the requested leave will commence. Exceptions will be made in the event of unforeseen medical complications.

The period of probation for an employee will be extended in accordance with the length of leave of absence.

The employee will remain as part of their school/department staff while on leave. To the extent the vacated position requires a replacement, it will be posted and filled using a placeholder, for the remainder of work year unless the employee indicates he/she will return within 90 days, in which case the position will be filled on a temporary basis until the regular employee returns. In no case will the employee's position with the district be held for more than one (1) year.

B. Family Illness Leave.

A leave of absence of up to one (1) year, without pay or increment, may be granted to regularly appointed, annual salaried employees for the purpose of caring for a sick member of the employee's immediate family, as defined under the Family and Medical Leave Act (FMLA) and Board Policy GBGF – Family and Medical Leave (All Employee Groups), who is suffering from a serious medical condition. The employee will remain as part of their school/department staff while on leave. To the extent the vacated position requires a replacement, it will be posted and filled using a placeholder for the remainder of the work year, unless the employee indicates he/she will return within 90 days, in which case the position will be filled on a temporary basis until the regular employee returns. In no case will the employee's position with the district be held for more than one (1) year. The period of probation for an employee will be extended in accordance with the length of leave of absence.

C. Extended Personal Illness Leave.

Any employee who suffers from a serious medical condition and such condition extends beyond accumulated sick leave allowable, may be granted a leave of absence of up to one (1) year without pay or increment in accordance with applicable law and Board Policy GBGF – Family and Medical Leave (All Employee Groups).1. Request for such leave must be accompanied by a statement from an attending physician that such leave is medically necessary.

2. Request for such leave must also be approved by the Department of Human Resources. An external consultant may be used, but the District will make the final decision.
 3. The employee will remain as part of their school/department staff while on leave. The vacated position will be posted and filled using a placeholder for the remainder of the work year, unless the employee indicates he/she will return within 90 days, in which case the position will be filled on a temporary basis until the regular employee returns. In no case will the employee's position with the district be held for more than one (1) year. The period of probation for an employee will be extended in accordance with the length of leave of absence.
- D. Extended Personal Illness Leave and Coverage by Short and Long-Term Disability Insurance.
1. Short-term disability insurance is available to certain members of Colorado PERA. Certain rules and restrictions apply. See <https://www.copera.org>.
 2. Long-Term Disability is available through Denver Public Schools to a full-time employee.
 - A. Eligibility waiting period: Full time employees are eligible for this benefit upon completion of three months of continuous service. Additionally, you must be off work due to disability for 3 months before payments begin (if approved). See http://hr.dpsk12.org/health_leaves to review the Long Term Disability Insurance handbook.
 - B. Employees approved for short or long-term disability insurance will need to do so concurrently with FMLA and/or an extended personal illness leave as described in item 19.3.1C above. In no case will an employee's position with the district be held for more than one (1) year.

19.3.2 Non-Medical Leaves of Absence

A. Military Leave

Leave for military personnel will be handled in accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). As a matter of course the following will apply to all employee utilizing leave under USERRA:

1. Employees who are inducted into the U.S. Armed Forces or who are reserve members of the U.S. Armed Forces or state militia groups will be granted leaves of absence for military service, training or other obligations in compliance with state and federal laws.
2. These employees may use accrued vacation leave but are not required to do so.
3. At the conclusion of the leave, employees generally have the right to return to the same position held prior to the leave or to positions with equivalent seniority, pay and benefits.

4. Employees are requested to notify their supervisors as soon as they are aware of the military obligation. Generally, an employee retains a USERRA right to re-employment as long as the individual's cumulative length of military service does not exceed five years.
5. Questions regarding the District's military leave policy, applicable state and federal laws and continuation of benefits should be directed to the Department of Human Resources.

B. ACTION Program Leave

Leave for ACTION programs, Vista and Peace Corps, will be granted, without pay, to any classified employee who has completed at least three (3) years of continuous service, who enlists for a period not to exceed two (2) years. Upon return from such leave, the employee will be placed on the salary schedule at the level which said employee would have achieved had the employee remained actively employed in the system during the period of this absence. ACTION program leave is for one (1) year at a time, and must be renewed for the second year. Employees are credited with regular sick leave allowance during their period of ACTION program service.

C. Leave for Candidate for Public Office

Employees have the right to become candidates for public offices and to serve in such offices, unless there is a specific legal prohibition, as in the case of the City and County of Denver. Employees who have completed at least three (3) continuous years of service may be granted a leave of absence without pay or increment, in order to run for, or serve in, public office. Application for leave will be for a determined period of time.

D. Leaves for Study

Classified employees who have completed at least three (3) continuous years of service may be granted, upon request, leaves of up to one (1) year without pay or increment for study, if the study pertains to the work in which the employee is engaged, or would enhance opportunities for promotion to other positions listed on the Salary Schedule for Classified Employees. Transcripts or other pertinent materials are to be turned in on completion of study.

19.4 Employees Returning from Leave

Employees on leaves covered by law, will be returned from leave consistent with the applicable law and where applicable, Board Policy GBGF – Family and Medical Leave (All Employee Groups). Employees on leaves which are not covered by law will be returned to the position they held when they were approved to go on leave.

If an employee's position is subject to reduction while the employee is on leave, the employee will be subject to the processes outlined in Article 6.

ARTICLE 20—REPORTING

When a person makes a written or verbal complaint against an employee, the principal, investigator or designee will, when appropriate, notify the employee of the complaint/complainant. The District representative shall have the exclusive responsibility to make the determination of when it is appropriate to notify the employee of the complaint/complainant. When notified of the complaint/complainant, the employee will be given the opportunity to respond.

APPENDIX A—FORMER NEGOTIATIONS UNIT JOB TITLES

Accountant III	Clerk, Accounts Payable I	Mail Room Head
Assistant Buyer	Clerk, Accounts Payable II	Management Relations Assistant
Assistant Timekeeper I	Clerk, Code	Office Services I
Assistant Timekeeper II	Clerk, Mail Room I	Office Support I – 200-Day
Assistant Timekeeper III	Clerk, Mail Room II	Office Support – 220-Day
Bookkeeper I	Clerk, Purchasing I	Office Support II – 200-Day
Bookkeeper I – 220-Day	Clerk, Purchasing II	Office Support II – 220-Day
Bookkeeper II	Clerk, Senior I	Office Support III – 200-Day
Bookkeeper II – 220-Day	Clerk, Senior I – 200-Day	Office Support III – 220-Day
Bookkeeper III	Clerk, Senior II	Secretary I – 200-Day
Business Machine Operator	Clerk, Senior II – 200-Day	Secretary I – 220-Day
Assistant/Multilith	Clerk, Hourly - Day	Secretary I – 240-Day
Business Machine Operator	Clerk, Hourly – Evening	Secretary I – Periodic
Head/Multilith	Data Entry I	Secretary I FWY – 200-Day
Business Machine Operator	Data Entry II	Secretary II – 200-Day
Buyer	Data Processor II – 200-Day	Secretary II – 220-Day
Buyer I	Data Processor II – 220-Day	Secretary II – 240-Day
Buyer II	Financial Clerk I	Secretary II – Periodic
Buyer Assistant	Financial Clerk II	Secretary III
Clerk	Input/Output Head	Secretary IV
Clerk, Hourly (part-time)	Key Entry Head	Secretary V
Clerk, 200-Day		Stores Ledger Specialist
Clerk 220-Day		Training Technician
		Training Technician I
		Typist, Bid

APPENDIX B—SICK LEAVE BANK GUIDELINES

The Sick Leave Bank will be continued under guidelines and procedures developed and administered by the Sick Leave Bank Committee and approved by the District and the Association. Employees may choose to enroll in the Bank during September of any year. During the month of December, one (1) day will be taken from the available sick leave of the participating employee and contributed to the Bank. The guidelines listed below were developed by the committee in June, 2012. Click the following link for the current guidelines [http://hr.dpsk12.org/stories/storyReader\\$213](http://hr.dpsk12.org/stories/storyReader$213).

DENVER PUBLIC SCHOOLS SICK LEAVE BANK Guidelines and Procedures

Administration: The SLB was established by members who desired to assist fellow colleagues in need due to illness/injury. The days in the bank have been donated by members for members. The bank is maintained by on-going contributions of personal accumulated sick days by members. The Sick Leave Bank will be continued under guidelines and procedures developed and administered by the Department of Human Resources approved by the District and the participating associations.

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

Eligibility: The following are eligible to voluntarily participate in the Sick Leave Bank.

- Administrators, Managers, and Supervisors – all employees classified as administrators, managers and supervisors by Human Resources.
- CWA - All employees covered by the terms and conditions of the negotiated CWA Agreement
- DAEOP – Must be full-time contract employee or an hourly employee who has completed one year of service at an assignment of 40 hours per week and accrues cumulative sick leave.
- DCTA – employees covered by the terms and conditions of the negotiated Agreement between the Board of Education and the Denver Classroom Teachers Association. Includes, teachers (contracted, job-share and part-time contracted), nurses, social workers & psychologist.
- Classified Personnel
 - Professional-Technical, Non-affiliated, Facility Managers – Must be full time, contract employee or an hourly employee who has completed one year of service at an assignment of 40 hours per week and accrues cumulative sick leave.
 - Paraprofessional (full-time is defined as 7 hours per day). If the hours as a Paraprofessional drop below 7 hours per day, the membership in the SLB will terminate effective the end of the month in which the hours are reduced. If the hours are increased to 7 hours per day within the same school year, the affected employee must notify the Department of Human Resources to be reinstated in the SLB without donating another 2 days as a new member.
 - ATU – all employees covered by the terms and conditions of the negotiated ATU Agreement and accrues cumulative sick leave.
 - ABGW – all full-time employees covered by the terms and conditions of the negotiated ABGW Agreement.
 - Food Service – employees covered by the terms and conditions of the Nutrition Services Agreement who are working 7 hours or more a day.
- Vocational Teacher - Any employee represented by the VTF if the person has completed one year of full-time service, is a contract employee or annual contract employee, and accrues sick leave (full-time is defined as 6 hours per day).

Membership:

New Hire Initial Offering

- Newly hired employees will be eligible to enroll in the SLB within sixty (60) days from their official first day of work with the District.
- As a condition of enrollment, the following number of personal sick leave will be deducted from the new employee's accrual the first of the month following 60 days of employment.
 - Administrators, Managers, and Supervisors 1 Day
 - CWA 2 Days
 - DAEOP 2 Days
 - DCTA 1 Day
 - Classified Personnel 2 Days
 - Vocational Teacher 1 Day (6 hours)
- If the employee misses the 60 day window of opportunity or if the employee has used his or her accrual below the required day(s) contribution limit, he or she will have the opportunity to enroll during the September Open Enrollment period.

New Membership Annual Open Enrollment

- All eligible employees not currently a SLB member will be able to enroll in the SLB program by completing the online application for membership during the annual open enrollment September 1 – 30.
- All new members must have the designated number of personal sick leave accumulation (see above) as of November 30 following the September enrollment period in order to join the Sick Leave Bank. If the employee does not have the designated number of days to donate, he or she will not be eligible to enroll until the following September.
- The effective date of membership for new enrollees is December 1.

Continuing Membership

- Current members will have one personal accumulated sick leave day automatically deducted every November as a condition of continued membership. DO NOT re-enroll during the open enrollment period as this action will stop continuation of membership.
- Previously contributed days will not be returned to members for any reason.
- Membership shall continue until revoked by the member either during annual open enrollment (by selecting waiver) or in writing to Human Resources by September 30. Re-enrollment is required for all revoked membership and continuous membership is considered broken. New membership sick leave contribution must be satisfied upon re-enrollment.
- Employees returning from medical leave will be able to reinstate their enrollment in the Bank by contacting HR Connect, 720-423-3900 or emailing connect_humanresources@dpsk12.org within 30 calendar days of return to work with the mandatory one personal accumulated sick leave deducted when sick leave begins to accrue again.

Application for Health Leave and SLB Day Usage:

- The employee must submit the request and attach a Medical Certification form through Employee Space (ESS) when applying for a medical leave. See the [Health Leave Website](#) for information on requesting a leave and to obtain the Medical Certification form.
- Available Sick Leave Bank days will automatically be applied to the employee's approved personal illness leave or maternity leave (see restrictions below) if the leave extends beyond the time the employee has exhausted all other paid leave accrual (sick, personal and vacation – in that order).

Guidelines: The following are the specific guidelines which the Department of Human Resources will use when determining the merit of an application and the distribution of SLB days.

1. The applicant's own paid leave accumulation must be exhausted before the applicant is eligible to draw from the Bank. Any paid leave granted by the District up to the current year annual allotment will be added into the paid leave accumulation prior to SLB day usage.
2. If a member is currently on a Board-Approved or other personal leave, requests for Sick Leave Bank day usage will not be considered.

3. SLB days will only be granted for circumstances which initially require five or more full school/work days of consecutive absence.
4. No applicant will be granted more than the designated number of days per twelve month period according to the classification/ Bargaining Unit maximum amount (see below for details). Each member's 12 month period begins with the first SLB day used.

Administrators, Managers, Supervisors: An applicant will be granted up to 40 days per year.

CWA: No applicant will be granted more than thirty (30) days per year.

DAEOP: No member will be granted more than 20 days per year.

DCTA: The maximum number of SLB days granted will be on the basis of years of consecutive membership in the Bank as follows:

Maximum Days Eligible

First year of membership	10 days
Two years of consecutive membership	20 days
Three years of consecutive membership	30 days
Four years of consecutive membership	40 days
Five years of consecutive membership	50 days

Note: Eligible members working on a half-time basis will be granted days in units of half-days. Should an employee's membership be discontinued for one or more years, except for approved leave, he/she will be considered a new member and the limitations of benefit maximum usage shall be applicable (first year of membership = 10 days).

Classified Personnel: No member will be granted more than 20 days per year.

Vocational Teacher: No member will be granted more than 60 hours per year.

5. Individuals who use the maximum number of SLB days within a 12 month period are not eligible for SLB day usage for one full year (i.e. Joe used his maximum SLB days with his first usage on 12/1/12. He would not be eligible to receive additional SLB days until 12/1/13.)
6. SLB days will be granted in the amount needed to extend paid status as close to the last day of the leave as possible, but no more than the appropriate annual maximum. The leave length and return to work date is defined by approved personal illness leave.
7. Disability due to pregnancy will be treated as any other disability. See the Special Guidelines/Procedure for using SLB days for Pre/Post Partum on the [Sick Leave Bank Website](#). Note: SLB days cannot be used during the "baby bonding" portion of a maternity leave.
8. SLB days will not be used in lieu of disability retirement.
9. SLB days will not be granted for elective surgery that could be scheduled during designated vacation periods or for treatment plans that could be scheduled outside normal work hours.
10. Members who are receiving temporary disability payments from the Workers' Compensation Insurance Fund, Short-term Disability, or Long-term Disability are not eligible to receive SLB days.
11. Members who are receiving payments from a third party as a result of an accidental bodily injury or sickness caused by the negligence or wrong doing of a third party shall not be eligible to receive SLB days.
12. The SLB may be used only by the individual member for his or her own personal illness/injury and not for the illness of family members or to care for a newborn.
13. Approved SLB days will be granted to the member at their usual daily rate of pay. No member shall receive more than his or her annual salary as a result of SLB assistance.
14. All granted, but unused days must be returned to the SLB. The member will receive written verification from the Payroll Department and/or Health Leave personnel if unused days are returned to the SLB.
15. The first 12 weeks of the Family Medical Leave Act Leave (FMLA) runs concurrently with the personal accumulated days and SLB days. According to the adopted FMLA Board Policy, every employee who has been absent three (3) or more consecutive days must provide medical validation and must use all paid sick, personal and vacation leave (in that order) prior to being eligible for unpaid leave.

Appeal Process

Should Health Leave personnel have cause to believe a member may be drawing SLB days in violation of the Guidelines and Procedures, that member shall be notified in writing by the Health Leave personnel and accorded an

opportunity to appeal. The member can appeal in writing to Health Leave personnel within 10 working days of receipt of notification. The case will be reviewed by a committee made up of Human Resources and Bargaining Unit representation and the majority decision of the committee will be final. Any member found in violation shall be required to repay all obtained days and prohibited from receiving days for a period of two (2) years.

APPENDIX C—SALARY SCHEDULE

Current salary negotiations can be found at this link: <http://hrdpsk12.org/daeop>

MEMORANDUM OF UNDERSTANDING

between

Denver Association of Educational Office Professionals

and

Denver Public Schools

The DAEOP and District agree that to cover the estimated financial cost of \$170,000 for the 3-day work year reduction proposed by the District:

- 1) The District won't fill 3 vacancies in the DAEOP bargaining unit at an estimated savings of \$90,000.
- 2) The .2% Cost of Living Increase and Benefit Allowance increase offered by the District (approx. \$27,000) shall go to cover the estimated \$170,000 cost of the 3-day furlough.
- 3) Payment of Yearly Increments scheduled to be awarded on January 1, 2006 shall be delayed until June 30, 2006. Additional savings from the delay in increments shall be allocated to increase the Health Benefit Allowance.
- 4) The current \$297.28 Health Benefit Allowance shall be increased by \$25.72 for a total allowance of \$323.00. The \$25.72 increase is retroactive to July 1, 2005. Bargaining Unit members shall receive a check for the retroactive amount by December 31, 2005.
- 5) No member of the DAEOP Bargaining Unit shall receive the 3-day work year reduction.

[signature on file] 11/21/05
For the District Date

[signature on file] 11/21/05
For DAEOP Date

MEMORANDUM OF UNDERSTANDING
between
Denver Association of Educational Office Professionals
and
Denver Public Schools

Allocation of Compensation

The District and the Association agree that the monies allocated for increasing the salary schedule by 3.6% (\$408,694) and increasing the benefits allowance (\$46,095, which accounts for the temporary 3.6% benefits increase implemented by the District) will both be applied to increasing the salary schedule. This amount will represent a 4.02% increase to the salary schedule effective September 1, 2007.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT #1
IN THE CITY AND COUNTY OF DENVER
AND
DENVER ASSOCIATION OF EDUCATIONAL
OFFICE PROFESSIONALS

BASIC FAIRNESS AND DUE PROCESS GUIDELINES

The District and the Association agree to develop and adopt Basic Fairness and Due Process guidelines to provide direction and consistency in corrective action and disciplinary procedures. The District and the Association will each select two representatives to be a part of a team, which may consist of representatives from other Classified bargaining units, as agreed to by the District and the Association. The final product will be presented to the Association and the Superintendent by December 15, 2003.

Communication and Training

The Basic Fairness and Due Process guidelines will be communicated to all DAEOP unit members and to all administrators and supervisory personnel.

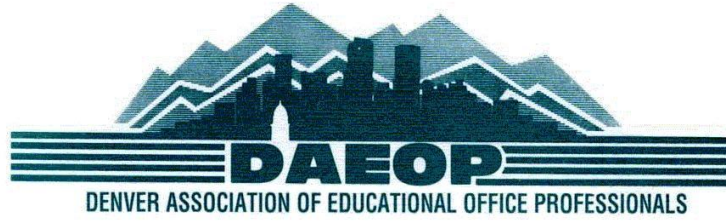
The guidelines will be a separate document not incorporated into the body of the contract. The guidelines are posted on the Human Resources website; <http://hr.dpsk12.org/daeop>.

For the District

For the Association

[signature on file]
Date: 05/15/03

[signature on file]
Date 05/15/03



Denver Association of Educational Office Professionals
Representing the Clerical Employees of Denver Public Schools
1500 Grant Street, Suite 210
Denver, CO 80203
(303) 831-0590