

AGREEMENT AND PARTNERSHIP

between

School District No. 1 in the

City and County of Denver, State of Colorado

and

Denver Classroom Teachers Association

September 1, 2017 – August 31, 2022

www.dpsk12.org

<http://denverteachers.org>

<http://careers.dpsk12.org/teachercomp/>

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STATEMENT OF BELIEFS

The Board and the Association share the belief that providing a high quality education for the children of Denver is the paramount objective of the District. Both parties affirm that the educational program should be sensitive to the needs and aspirations of children, regardless of race, color, ethnic background, creed or economic status. This is reflected in the mission statements adopted by the Denver Classroom Teachers Association and the Denver Public Schools.

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. Community involvement is critical to the success of our schools. The goals of the District are established by the Board of Education with input from the Community. Each school site will be required to form a Collaborative School Committee (CSC).

The Denver Classroom Teachers Association (DCTA) is a professional organization of recognized educational leaders. We advocate for the rights and responsibilities of all educators, and for an ethical system of quality public education for all students.

Quality teaching and high teacher morale promote positive learning environments for students. Attaining the educational goals of the Denver Public Schools requires mutual understanding and cooperation between the Board and the Association. To this end, good-faith negotiations between the Board and the Association with a free and open exchange of views are desirable.

In negotiating this Agreement, the Board and the Association, with the concurrence of the Community, have three major goals for joint school reform efforts:

- Greater success for all students as reflected in higher achievement.
- A significantly higher completion rate that moves the District toward its goal of graduating all students from the K-12 educational program.
- An improvement in the Community's level of confidence that the Denver Public Schools, as an institution, provides effective education for all students.

FRAMEWORK FOR PARTNERSHIP

It is in the interest of both the District and the Association that the terms of the Agreement be understood and enforced. The Agreement between the District and the Association is typically referred to as the teachers' contract. In some quarters, this reference implies that the Agreement is solely for the benefit of the teachers and minimizes the benefits that result to the District through the Agreement.

Enforcement of and compliance with the Agreement is essential. However, both parties have a greater interest in developing a joint ownership and commitment in terms of both the letter and

spirit of the Agreement. The Agreement will become essential to furthering the desired partnership between the District and the Association. The District and the Association recognize their collective responsibility to promote positive change in the Denver Public Schools in an effort to promote education reform to benefit all students and to ensure professional collaboration between the District and the Association. 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 of our efforts and the environment that it is creating for a strong partnership relationship. We recommend utilizing an Interest-Based approach for problem solving and decision making in all areas of 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 teachers and administrators will follow. In doing so, we will improve our success in increased learning for all students and closing the achievement gap.
- Training. We recognize the need for regular training jointly with administrators and teachers in this Agreement. The training should focus not just on the rules, but also emphasize problem-solving skills and relationship building.
- 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.
- Communications. A formal communications strategy will be developed to share and explain information about this Agreement.

STANDARDS FOR BEHAVIORS IN OUR PARTNERSHIP

In an effort to foster and support a greater commitment in terms of both the letter and spirit of the Agreement, the District and Association offer the following partnership guidelines. These guidelines suggest ways that will support positive change within Denver Public Schools in our efforts to resolve educational issues and to promote positive change to the benefit of all students.

In addition, these guidelines offer additional techniques to ensure more effective collaborative problem solving between the District and the Association. It is important that we all make a concerted effort to utilize an Interest-Based approach for problem solving and decision-making in all areas of the District.

These guidelines can be applied at the District level, in the school building, and in one-on-one situations. Our collective ability to successfully use this approach will contribute to and enhance a positive school and District climate.

Practical Guidelines.

Use an Interest-Based approach to problem solving. Agree on what needs to be worked on.

- Jointly launch the initiative together.
- Take on issues honestly and openly – not based on who has the power.
- Focus on an outcome(s) that will advance the educational goals of the District.
- Have clear timelines and deliverables.
- Respect the views of all parties and their right and responsibility to express these views.
 - Contribute the best you have to work on the problem.
 - Recognize you may see things from different perspectives.
 - Disagree without being disagreeable.
 - Recognize each other's roles as a representative of another constituent group.
- Jointly validate information received.
 - Gather necessary information before making a decision.
 - Gather expertise from both within and outside of the District.
- Jointly communicate in an appropriate and timely manner.
 - Have an in-depth communications plan.
 - Communicate progress and final results.
 - Give the same answers together as partners.
 - Give each other a heads up – don't blindside.
 - Assume the best of the other party, not the worst.
- Learn from your mistakes.
 - Build in processes for evaluation and feedback.

Article 1 - Definitions

- 1-1 The term “Community” as used in these Articles shall include parents and other Denver Community members.
- 1-2 The term “teacher” as used in this Agreement shall mean all non-administrative teaching personnel, employed half-time or more, who are licensed by the Colorado Department of Education as teachers, including others who are authorized to teach by statute. Teacher leaders and Peer Observers are specifically included in this definition even though their duties may include evaluation of their peers. Guest teachers and student teachers are not included. Unless the language provides otherwise, references to “teachers” in this Agreement refers to all employees covered by this Agreement.
- 1-3 The term “Board” as used in these Articles shall mean the Board of District No. 1 in the City and County of Denver and State of Colorado.
- 1-4 The term “Association” as used in this Agreement shall mean the Denver Classroom Teachers Association.
- 1-5 The terms “School District,” “District” and “Denver Public Schools” as used in these Articles shall mean District No. 1 in the City and County of Denver and State of Colorado.
- 1-6 The term “Superintendent” as used in these Articles shall mean the Superintendent of Schools of District No. 1 in the City and County of Denver and State of Colorado. The Superintendent is the Chief Executive Officer of the Board who administers the affairs and programs of the District as provided by law and Board policy.
- 1-7 The term “school year” as used in these Articles shall mean the officially adopted traditional school calendar.
- 1-8 The term “principal” as used in these Articles shall include the head administrator of a school, as well as an administrative supervisor, where appropriate.
- 1-9 The term “school” as used in these Articles shall refer to each educational unit overseen by a principal or administrative supervisor.
- 1-10 The term “ProComp Agreement” as used in these Articles shall refer to the Professional Compensation System for Teachers Agreement as it existed on January 18, 2019..
- 1-11 The term “Beacon School” will be used to describe a school where the teachers and principals have worked together to create a clear coherent instructional plan for their school approved by the Board of Education.
- 1-12 The term “Specialized Service Provider” (SSP) as used in this Agreement shall mean all non-administrative employees, employed half-time or more, who hold a professional license in order to practice and are performing duties in the capacity of an SSP. SSPs are licensed

personnel who provide support to teachers and students in areas that involve student physical, emotional, and social health and well-being, including but not limited to audiologists, occupational therapists, physical therapists, school counselors, school nurses, school orientation and mobility specialists, school psychologists, school social workers and speech and language pathologists.

Article 2 - General

- 2-1 The District and the Association agree to abide by and enforce the provisions of this Agreement in good faith.
- 2-2 The Board shall apply the provisions of this Agreement equally to all employees without discrimination on the basis of race, color, national origin, religion, sex/gender (including pregnancy, childbirth, and related medical conditions), disability, citizen status, sexual orientation, gender identity, transgender status, marital status, veteran status, age, membership or official activities in any teacher organization, or any other rights as may be protected by statute.
- 2-3 The District and the Association shall collaborate on the creation of a webinar regarding the terms of this Agreement and take steps to assure that the webinar is available at all times to teachers. The webinar shall track who has taken the training. The District and the Association may also mutually agree to conduct additional training with teachers and administrators, as necessary, to ensure the implementation and enforcement of the Agreement. The District and the Association will also publish this Agreement on their respective websites, along with any MOUs or addendums. Hard copies of the Agreement shall be distributed to each Association Area Representative and each District/building Administrator.
- 2-4 No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association.
 - 2-4-1 Unless otherwise provided in this Agreement, requests for waivers from this Agreement shall be made by the principal and the Association Representative to the Board of Education and the Association. Practices in individual schools that have not followed this procedure are not precedent-setting and do not establish a past practice.
- 2-5 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of the Agreement or any application of this Agreement to any teacher covered hereby is found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.
- 2-6 In case of any direct conflict between the express provisions of this Agreement and any Board policy or writing not incorporated in this Agreement, the provisions of this Agreement shall control.

- 2-7 The parties recognize that the Board has the responsibility and authority to establish policies and regulations for the management of all the operations and activities of the District. All lawful rights and authority of the Board not modified by this Agreement are retained by the Board.
- 2-8 This Agreement constitutes District policy for the term of said Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
- 2-9 The Association shall continue to admit persons to membership without discrimination on the basis of any of the protected classes listed in Article 2-2 or any other rights as may be protected by statute.
- 2-10 Employees covered by this Agreement have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education. Membership of a teacher in, or financial support for any organization, shall not be required as a condition of employment with the District.

Article 3 - Covered Employees and Recognition

- 3-1 Employees covered by this Agreement include all teachers as defined in Article 1-2, all SSPs as defined in Article 1-12 and JROTC instructors, but excluding vocational teachers covered by the Vocational Teachers' Federation Agreement and Type II Authorization Interns.
- 3-2 Pursuant to current Board resolutions granting recognition, the Board hereby reaffirms recognition of the Association and agrees that the Association shall continue as the exclusive representative of the employees specified in Article 3-1 until six months after the expiration of this Agreement and for such additional periods of time as its recognition may be extended under procedures approved by the Board.
- 3-3 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

Article 4 - Effective Dates

- 4-1 Upon ratification, this Agreement shall be effective September 1, 2017, and shall remain in full force and effect until August 31, 2022.

Article 5 – Teacher Voice, Joint Activities, and School Leadership Teams

- 5-1 **Guiding Principles.**

- 5-1-1 Implementation of the District’s instructional program is complex and best accomplished when there is mutual respect among a school’s leadership and teachers with a joint commitment to problem solving. Such an atmosphere in no way diminishes the authority of the school leadership or the professionalism of teachers.
- 5-1-2 The Board of Education is vested with the authority to establish the District’s curriculum and instructional program.
- 5-1-3 For teachers, a variety of relevant and tailored professional growth activities is most likely to improve instruction, including individual time for reflection, participation in grade level/subject area/vertical teams, whole school professional development, working with the teacher leaders, and participation in professional learning communities. A staff development plan shall take into account the differentiated needs of teachers based on experience, education, skills, and student needs. A variety of activities developed in collaboration with teachers shall be included in the plan.
- 5-1-4 Teamwork among teachers and with the school leadership is an important component for improving achievement. Teachers shall have a significant role in identifying, developing, and implementing the instructional program consistent with Colorado State Standards and/or Common Core State Standards and their professional judgment. Differentiated instructional supports may be provided in order to develop foundational skills and bridge the gap to grade-level competency.
- 5-1-5 A positive school climate is also an important component of improving student achievement. A positive school climate is created through a collaborative working relationship between school leaders, teachers, SSPs, parents, and community members.

5-2 **Teacher Committees.**

5-2-1 The Superintendent or designee(s) and the Association may mutually agree to form teacher committees to address issues of significance that impact teachers’ salaries, wages, hours, and conditions of employment.

5-2-2 The following committees have been formed to work toward that end:

- Agreement Review Committee – Articles 6, 7, and 11.
- Advisory District Personnel Performance Evaluation Council – Article 10
- Interim Negotiations – Article 6
- Benefits Board – Articles 21 and 28
- Instructional Issues Council – Article 5
- Collaborative School Committees
- Personnel Committees – Article 13
- School Leadership Teams – Article 5

- LEAP Collaboration Committee – Article 10
- Any additional committees may be formed as needed.

5-3 **Instructional Issues Council.**

5-3-1 The District and the Association shall establish a District-wide Instructional Issues Council (the Council) to collaborate, review, and problem solve through an open and honest dialogue, in order to make recommendations by consensus, where appropriate, regarding the planning, implementation and ongoing improvement of the District’s existing and proposed curriculum, instructional programs, and assessment tools, including professional development. The Council shall be co-chaired by a teacher, appointed by the Association President, and a designee of the Superintendent.

5-3-2 Impact on Student Achievement and Teacher Time.

When considering a recommended course of action, the Council will consider the impact of the proposed initiative on the:

- Estimated potential for improving student achievement; and
- Teachers’ time to teach and work week.

5-3-3 The Council shall operate based on the guidelines below:

- a. The Council shall have a facilitator, if a source of funding other than the District or Association can be identified.
- b. The Council shall be composed of a minimum of 3 and a maximum of 6 teachers/SSPs appointed by the Association President and a minimum of 3 and maximum of 6 designees appointed by the Superintendent. Both parties shall appoint an equal number of members to the Council.
- c. The Council shall meet when there is a District-wide issue that at least one (1) of the co-chairs believes is necessary for the Council’s discussion and review. The co-chairs for the Association and the District shall provide notice to the Deputy Superintendent and the DCTA president when the Council would like to convene and on what topic(s). After convening, the Council shall determine by consensus how frequently and how long the group needs to meet in order to address the issue(s) presented.
- d. Participation on the Council shall take place during time outside of the teacher work day. This time shall be compensated at the extra duty rate.

- e. After coming to consensus on a recommendation, the Council will meet with the Deputy Superintendent and DCTA President in order to share any recommendations.

5-4 **Access to Instructional Superintendents:** Instructional Superintendents will get input from teachers and SSPs on issues relevant to their assigned schools such as the implementation of the instructional program, school climate, and/or professional development. For example, Instructional Superintendents can get this input by communicating with teachers, meeting with schools' SLTs, by joining faculty meetings, and/or by speaking with the Association leadership. Instructional Superintendents shall meet and confer with Association leadership if requested by the Association.

5-5 **School Leadership Team.**

5-5-1 Each school will have a School Leadership Team (SLT) consisting of the principal, the association representative, a teacher appointed by the principal, and a minimum of 3 teacher representatives who should represent a cross section of the faculty including grade levels, specials, department chairs and special service providers. These (SLT) members are elected annually by a majority of the faculty voting by secret ballot. The SLT will seek to operate in an environment marked by mutual support and respect.

5-5-2 The SLT will strive to make decisions by consensus. A consensus is either a unanimous decision or a majority decision that the entire SLT, including the dissenters, will support. If consensus cannot be reached, the matter shall be referred to the Instructional Superintendent who shall consult with the Association prior to making a decision. The Instructional Superintendent will review and consider any information provided by members of the SLT.

5-5-3 The SLT will meet regularly and their responsibilities shall include:

- a. Review data and collaborate in the development of the Unified Improvement Plans (or future equivalent);
- b. Review and collaborate on the design of the school's schedule, including but not limited to:
 - student schedule;
 - teacher schedule;
 - The design of and schedule for the professional development plan within the 40 hour work week, e.g. use of "teal days" or equivalent. The SLT shall take into consideration other professional development and teacher obligations in scheduling this time;

- Other operational and professional functions (eg. committee meetings, faculty/staff meetings, grade-level meetings, vertical team meetings, departmental meetings, planning with instructional personnel, data teams); and
 - Contingency plans for lack of substitute teachers in order to assure equitable impact and implementation.
- c. Review and collaborate on the implementation of the instructional program as it specifically applies to classrooms and grades at the school including prioritizing and sequencing activities within the teacher work week;
 - d. Collaborate to identify strategies for increasing enrollment at the school;
 - e. Collaborate to develop communication strategies for regularly reporting student progress to parents/families;
 - f. Collaborate to implement best instructional practices;
 - g. Plan to identify and reduce non-essential work requirements;
 - h. Collaborate on the school-wide learning cycles and observation cycles for the year;
 - i. Review and approve written proposals from a teacher requesting that he/she be permitted to substitute a planned Professional Development session with a proposed alternative because the planned session is not related to the teacher's content area (e.g. tabletop arrangement PD for the swimming teacher is not reasonably related); the SLT shall develop procedures regarding such requests; and
 - j. Perform additional duties as outlined in Article 8.

5-5-4 Any principal new to the District or in their first position as a Principal shall receive training on SLT procedures and distributive leadership.

5-5-5 For centrally-based SSPs, there are Departmental Leadership Teams, which are described in Article 31.

5-6 **The Agreement Review Committee (ARC)** has joint membership of the Association, including the DCTA Executive Director or designee, Uniserv Directors, and members of the Department of Human Resources. Either party may bring additional people as needed, with advance notification to the other party. The ARC is a forum for raising and reviewing issues associated with implementing the terms of this Agreement.

5-7 **School Redesigns, Restarts and School Closures.**

- 5-7-1 The Superintendent and the Association President shall meet annually in the fall after the School Performance Framework is released to discuss the schools that may be eligible for redesign, closure, or restart. Timelines for decision making and options regarding restart or closure shall be discussed.
- 5-7-2 A school shall be identified for Redesign based on substandard student achievement or substandard growth in student achievement as identified in federal or state accountability systems.
- 5-7-3 The Restructuring of a school is the alteration of the governance structure of the school, as provided in the reauthorization of the Every Student Succeeds Act.
- 5-7-4 A Program Change is a substantial change to the educational program at the school that has been approved by the Board of Education, the CSC, or both. Some or all of the teaching positions at a school approved for a Program Change may be reposted. If two candidates are equally qualified based on the considerations listed in Article 13-8-6 (criteria for Personnel Committee to consider), priority shall be given to existing faculty.
- 5-7-5 The treatment of personnel in schools subject to redesign, restart or closure is described in Article 13.
- 5-7-6 The Association and the District affirm that:
- many internal and external factors contribute to a school's success;
 - early intervention to improve achievement in a school that may be designated for redesign, restart or closure is in the best interests of the school's students, teachers, parents, Community and the District; and
 - the decision to redesign, restart, or close a school is not meant to imply blame to any one party.

Toward that end, the District will continue to implement its Tiered Support Framework (or a future equivalent), a structure that proactively targets resources for the improvement of school performance.

- 5-7-7 Annually, the Superintendent (or designee) and the Association President shall meet, review, and provide input on the supports provided via the Tiered Support Framework (or its future equivalent).
- 5-7-8 Annually, the Superintendent (or designee) and the Association President shall meet and review the culture, climate, student achievement and parent satisfaction of the redesigned or restarted schools. The information gathered will also be shared with the Board of Education in order to help inform any future decisions about restart or redesign.

5-7-9 Prior to the beginning of the school year the District will make available a summary of the material changes to the School Performance Framework (SPF) and the rationale. When there is a proposed material change to the SPF, the District will provide notice to the Association and will respond to a request from the Association President for discussions about the proposed change.

5-8 **Bond and Mill Levy Oversight**

5-8-1 Going forward, when a Bond or Mill Levy Committee is formed after a bond or mill is approved by voters, the Association shall be notified of the opportunity to recommend members for appointment by the Board to the Committee(s) at least two weeks prior to the closing of the application process. If the Association recommends at least three qualified members for a Committee and those members apply, the Board shall appoint at least one of the Association's nominations to the Committee.

Article 6 - Negotiating Procedure

6-1 During the term of this Agreement, the Agreement may not be reopened except by mutual consent of the parties or when permitted by law or this Agreement.

6-2 The Agreement is open for negotiation during the eight months prior to the date the Agreement is scheduled to expire. While the Agreement is open, upon request by either party, the District and the Association will negotiate as provided in this Article 6-2.

6-2-1 Written requests for negotiations between the Board and the Association may be submitted on such matters concerning teachers' 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.

6-2-2 A written response will be made within ten (10) school days of the receipt of any such written request.

6-2-3 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) school days of such written response, unless other arrangements are mutually acceptable.

6-2-4 The Board and the Association agree to accept and consider recommendations from the Community when modifying this Agreement.

6-2-5 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.

6-2-6 If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties with no loss of pay.

- 6-2-7 Either party may use the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 6-2-8 During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
- 6-2-9 Tentative agreements reached as a result of such negotiations will be reduced to writing and will have conditional written approval of both parties pending approval of the final Agreement. The final Agreement will be signed by the Board and Association. If changes in the tentative agreements are necessary as a result of the Board's budget adoption process, the tentative agreement(s) that require(s) amendment will be subject to negotiation.
- 6-2-10 Such negotiations shall conclude no later than June 15th of the year the Agreement is scheduled to expire (or 60 days before expiration if the Agreement expires on a date other than August 31st), unless extended by mutual consent. If impasse is reached, the parties shall use the vehicle for resolution as provided under Article 6-2-11.

6-2-11 Impasse Resolution/Mediation.

- 6-2-11-1 Either party may declare an impasse. Then a mediator shall be selected with the following procedure. The parties should first make a good faith effort to agree on a mediator. If the parties cannot agree, the mediator shall be selected by the Federal Mediation and Conciliation Services (FMCS), if FMCS agrees to follow the laws of public bargaining. If FMCS does not agree to follow the laws of public bargaining, a mediator shall be selected with the assistance of the American Arbitration Association, according to the procedure of Article 7-3-5-2.
- 6-2-11-2 Any mediation efforts must be concluded by August 31, and will be conducted under rules determined by the mediator.
- 6-2-11-3 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.
- 6-2-11-4 The parties agree to share the cost of mediation equally.

6-3 **Financial Agreement Negotiations.**

- 6-3-1 While it is the intent of the parties that the economic provisions in this Agreement shall remain in full force and effect during its term, in order to comply with the

provisions of the TABOR Amendment and § 22-32-110(5) C.R.S., the provisions of the Agreement relating to salaries and benefits may be reopened by the District in connection with its annual adoption of its budget.

- 6-3-2 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 any proposals affecting teachers' salaries, wages, hours and conditions of employment.
- 6-3-3 Any agreement reached as a result of these negotiations should be reduced to a written Financial Agreement that can be for one-year or multi-year terms.
- 6-4 **Interim Negotiations.** This provision is not intended to allow for changing the language or the intent of the existing Agreement outside of the normal bargaining cycle when the Agreement is open for negotiation. From time to time, however, matters arise that the parties may need to address in a timely manner and when waiting until the next negotiations period is not practicable. Therefore, during the term of this Agreement and between regularly scheduled bargaining sessions, the parties may choose to engage in interim negotiations.
 - 6-4-1 Such negotiations may be initiated by the Association with a request to the Superintendent or by the District with a request to the Association President. Following a discussion of the purpose of the requested negotiations, the Superintendent and Association President will decide if the matter will be addressed and what group of individuals will be given the responsibility for addressing the matter. There would be no commitment to a particular outcome. The matter could be referred to an existing body such as the Agreement Review Committee (ARC) or the Instructional Issues Council, or the Superintendent and Association President may agree to appoint a special committee to address the matter.
 - 6-4-2 Generally, the matters to be addressed will be those substantive in nature and which impact the operation of the District and/or the operation of this Agreement.
 - 6-4-3 If the District and the Association reach agreement on matters that are related to the interpretation of the Agreement or matters on which the Agreement is silent, the agreements will be memorialized in a Memorandum of Understanding, subject to the approval of the Representative Council of the Association and the Superintendent. If approved, the Memorandum will be binding on both parties but will be reviewed at the next formal bargaining session.
 - 6-4-4 Matters that change existing provisions of the Agreement will be referred to the membership of the Association and the Board for ratification.

Article 7 - Grievance Procedure

7-1 Definitions.

- 7-1-1 A “grievance” shall mean a written complaint by a teacher or teachers in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement or of an administrative procedure, practice, or written personnel policy that affects teachers.
- 7-1-2 Grievances regarding a violation, a misrepresentation, or inequitable application of this Agreement may go to Level Three, upon the request of the Association. Unless provided otherwise in this Agreement, grievances regarding administrative procedures, practices and written personnel policies that affect teachers are grievable up to Level Two.
- 7-1-3 The term “grievance” shall not apply to any matter as to which (1) the method of review is prescribed by law, (2) the Board is without authority to act, or (3) a grievance is specifically prohibited or limited by the terms of this Agreement. As an example, the term “grievance” shall not apply to the dismissal of a non-probationary teacher, the review of which is prescribed by law.
- 7-1-4 An “aggrieved person” is a teacher or teachers asserting a grievance.

7-2 **Purpose.** The purpose of this grievance procedure is to secure equitable solutions at the lowest possible administrative level to problems that may arise. To this end, grievance proceedings will be kept informal and confidential and both parties will work toward a resolution to avoid litigation.

7-3 **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. If a grievance is filed which might not be finally resolved at Level Three under the time limits set forth herein prior to the end of the school year, the time limits will be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as practicable.

Information. The Board agrees to make available to the aggrieved person and the aggrieved person’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.

Timing. No grievance shall be recognized by the District or the Association unless it is presented at Level One within fifteen (15) school days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. However, if the Association determines that a grievance affects a group of employees, the Association may submit an Association grievance in writing at Level Two. An Association grievance shall not be recognized at Level Two unless it is filed with the Department of Human Resources

within at least twenty (20) school days after the act or condition upon which it is based occurred. Grievances not timely presented will be considered as waived.

- 7-3-1 Level One. A grievance first will be discussed with the aggrieved person's principal or immediate supervisor to attempt to resolve the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may be accompanied by the Association's Representative, or (3) may request that the Association's Representative act on behalf of the aggrieved person. No written documentation of the grievance or administrative response will be required if the grievance is settled at Level One.
- 7-3-2 If the aggrieved person is not satisfied with the results of the informal conference, the aggrieved person may then file a grievance in writing on the proper form with the principal or supervisor within seven (7) school days. The grievance must refer to the specific Articles of the Agreement and explain how they were violated and indicate the reason why the Level One decision is unsatisfactory. The grievant will use the Grievance Disposition Form to file the grievance. The principal and the grievant shall sign the Grievance Disposition Form. The principal shall also have the opportunity to provide comment related to the Level One process on the Grievance Disposition Form. No additions to this form may be made after it has been signed by the grievant and the principal. The grievant shall send a copy of the Grievance Disposition Form to the Department of Human Resources and the Association. The Department of Human Resources will assign a tracking number to the grievance and distribute copies of the Grievance Disposition Form to the Instructional Superintendent and the UniServ Director. All known documentation related to the grievance must be provided prior to the Level Two meeting.
- 7-3-3 Level Two. The Human Resources designee or Instructional Superintendent will go to the school with the appropriate Association Representative and meet with the teacher and principal to attempt to facilitate a resolution. Such meeting will take place within seven (7) school days after receipt of the written grievance by the Department of Human Resources. If there is an agreed-upon resolution to the grievance at this meeting, the resolution will be documented in writing and signed by both parties. The grievance will be closed and no continuation of said grievance will be allowed. If no resolution is reached, a District Representative will be responsible for providing a Level Two response on the merits of the grievance. The Level Two response will be forwarded to the DCTA for dissemination to the grievant. If the grievant is not satisfied with the response, the grievance response will be forwarded to the DCTA, Human Resources, Area Office and the principal. The Association's Grievance Board will decide if the matter will be continued to Level Three.
- 7-3-4 Upon request by the Association, grievances concerning an administrative transfer, Reduction in Building Staff (RIBS) or the recommendation by a principal for non-renewal of a probationary teacher shall be subjected to an expedited grievance procedure. The Level Two meeting will take place within seven (7) school days.

Grievances concerning the recommendation by a principal for non-renewal of a probationary teacher will not be processed beyond Level Two.

7-3-5 Level Three. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the Department of Human Resources has conducted the Level Two meeting on the grievance, the aggrieved person may request that the Association submit the grievance to either arbitration or mediation. This request must be made within seven (7) school days of the Level Two disposition and a copy of the request provided to the Department of Human Resources. If the grievant wants to proceed with the Level Three and the Association deems the grievance meritorious, it may demand arbitration or request mediation within twenty-five (25) school days after the receipt of the aggrieved person's request. The arbitration demand/mediation request from the Association must be in writing and must indicate the reason the Level Two decision is unsatisfactory. The District will respond to the request for mediation within seven (7) school days.

7-3-5-1 Mediation. If the Association and District agree to mediation, a mediator shall be selected from a permanent panel of five (5) mediators jointly determined by the parties.

7-3-5-1-1 The mediator panel shall consist of mediators who are skilled in educational issues and shall be from the greater Denver Metropolitan area and shall include, but are not limited to, Federal Mediation and Conciliation Service and other mediation agencies.

7-3-5-1-2 A panel shall be selected and reviewed annually not later than July 1.

7-3-5-1-3 Unless otherwise agreed, the mediator shall be assigned based on a rotating system.

7-3-5-1-4 At the conclusion of the mediation process the parties will implement any action agreed to through the mediation process. If the mediation process is unsuccessful, the Association may demand Arbitration within seven (7) school days of the conclusion of mediation.

7-3-5-2 If the Association demands arbitration and the parties cannot agree on the choice of an arbitrator, the Association shall submit a request to the American Arbitration Association for a list of seven (7) arbitrators skilled in arbitration of educational issues, with a copy to the District. Within ten (10) school 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.

- 7-3-5-2-1 Upon request by the Association, administrative transfer grievances shall be subject to expedited arbitration. If selected, applicable rules regarding expedited arbitration will be followed.
- 7-3-5-3 The arbitrator will have authority to hold hearings and make procedural rules.
- 7-3-5-4 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- 7-3-5-5 A report will be issued within thirty (30) calendar days after the close of the hearing. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement.
- 7-3-5-6 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.
- 7-3-5-7 Within seven (7) school days, after receiving the report of the arbitrator, the Board's designee and the Association's designee will meet to discuss the report and each designee will simultaneously notify the other on whether each intends to recommend to their respective Boards the acceptance or rejection of the Arbitrator's report. The Association will be given the opportunity to respond in writing to the Board concerning the arbitrator's recommendation. The Board will review and consider any response by the Association and shall accept or reject the report of the arbitrator not later than thirty (30) calendar days (not counting July) after receipt of the arbitrator's report. No public release may be made until after the next legislative meeting of the Board.
- 7-3-5-8 Within five (5) school days after receiving the Board's official action on the arbitrator's report, the Board's designee and the Association's designee will meet to discuss the action of the Board.
- 7-3-5-9 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 District and

Association. The party who cancels a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.

7-3-5-10 Any party may request an official stenographic 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 stenographic record.

7-3-5-11 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 Three, except that the Arbitrator shall always be chosen pursuant to Article 7-3-5-2.

7-4 **Rights of Teachers to Representation.**

7-4-1 Neither the District nor any member of the Association shall take reprisals affecting the employment status of any teacher, any party in interest, any Association Representative or any other participant in the grievance procedure by reason of such participation.

7-4-2 All teachers 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 aggrieved teacher may decline representation at Level One.

7-4-2-1 No aggrieved teacher may be represented by a representative or officer of any teacher organization other than the Association.

7-4-2-2 Level One representation will normally be provided by the Association's building-level Grievance Representative and/or Association Representative.

7-4-3 When Level Three hearings are held, all witnesses who are District employees shall be summoned by the Department of Human Resources. The Association and the District will mutually exchange written witness lists at least two (2) days in advance of the hearing.

7-5 **Miscellaneous.** If the time limits for processing a grievance are not met by the administrator responding to the grievance, the grievance may be moved to the next level at the request of the aggrieved, or upon request of the Association, the Superintendent or his designee will review with the responding administrator the reason why the time limits were not met and any extenuating circumstances therefore. The Department of Human Resources may take appropriate action on whether to grant the grievant's requested remedy based on its review of the situation.

- 7-5-1 If, in the judgment of the Association, a grievance affects a group of teachers in more than one (1) building, 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 Two.
- 7-5-2 All written and printed matter relating to grievances will be filed separately from the central office personnel files of the participants.
- 7-5-3 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 Department of Human Resources and the Association.
- 7-5-4 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.
- 7-5-5 When it is necessary at Level Two or Level Three for a representative(s) designated by the Association to attend a meeting or a hearing called by the Department of Human Resources during the school day, the Department of Human Resources shall notify the principal 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. The Association will cooperate with the District in minimizing interruption of the continuity of classroom instruction by scheduling witnesses and notifying the District as far in advance as possible of the need to provide substitutes for teachers' release for such hearing.
- 7-5-6 The Agreement Review Committee shall monitor the number and types of grievances and the length of time such grievances take to be resolved.

Article 8 - Professional Standards

School Leadership Team. Each school shall have a School Leadership Team as described in 5-5. The SLT will be responsible for making decisions as noted in Article 8.

Decisions may be made by the SLT to alter the length of the lunch period (Article 8-2) or Secondary Teaching Load (Article 8-5-1) only after conducting a confidential vote of the majority of the faculty. Changes will not be made to the length of the lunch period or secondary teaching load without a positive majority confidential vote of the faculty. Information about such changes will be sent to the Instructional Superintendent, DCTA representative, and the Human Resources Support Partner for tracking purposes.

- 8-1 **Contract year.** The contract year shall be one hundred eighty-seven (187) days. If a teacher is required to extend his/her contract year and is continuing to do the work he/she performed during the contract year, he or she shall be paid at their regular scheduled rate

per day. Regular scheduled rate per day is the teacher's salary divided by the number of days in the contract year.

8-1-1 In addition to the one hundred eighty-seven (187) days, newly hired teachers may be required to attend pre-session orientation meetings and shall be paid in accordance with Article 29-5. New teachers will be paid for orientation meetings on the next practical payday. Teachers hired after the orientation process will be afforded comparable training opportunities to that offered during orientation.

8-1-2 The length of the contract year for teachers shall be one hundred eighty-seven (187) days. Except as otherwise determined by the SLT, non student contact days shall include the equivalent of four and one half (4.5) full self-directed teacher planning days to be distributed in meaningful increments, and three (3) full professional days to be directed by the principal and one parent conference day. If the District continues the benchmark assessment program, three (3) or more days shall be set aside to grade and analyze data from benchmarks and other related assessments. The SLT may determine when the days will be scheduled during the predetermined non-contact days.

8-1-2-1 The assessment day will be used to administer, grade and analyze data from benchmarks and other related assessments.

8-1-2-2 Schools may modify the daily schedule on the parent/teacher conference days to meet the needs of the Community.

8-1-2-3 The Association is entitled to have a liaison on the District Calendar Committee that determines the District school calendar each year.

8-1-2-4 The SLT shall create a schedule that provides teachers with the time during school hours to grade school/grade level required assessments that require manual teacher scoring.

8-1-3 There is an expectation that teachers will attend beyond the contract year for professional development determined by the principal or District if:

- a. the program needs to be scheduled outside the contract year,
- b. no programs with required attendance will be scheduled for the last two weeks of June and the first two weeks of July,
- c. written notice is given ninety (90) days prior to the end of the school year,
- d. the educational reason is sound and the content is relevant,
- e. teachers attending are paid in accordance with Article 28,
- f. adequate alternate opportunities to learn the content are provided.

- 8-1-3-1 Teachers who cannot attend will need to discuss reasons with their school leader.
- 8-1-3-2 Schools may seek a waiver from this Agreement, as in Article 2-4-1, if the training cannot be scheduled during the week prior to or after the school year. In such cases attendance would be voluntary.
- 8-1-4 Evening Meetings. In addition to the 40 hour work week, each teacher may be required to attend three (3) evening events approved by the SLT per school year, as part of the contracted time.
- 8-1-5 Special Conditions of Employment. Any special conditions regarding the assignment of any teacher will be reduced to writing and become an addendum to the individual's initial employment contract with the District.
- 8-2 **Forty (40) Hour Work Week**. The work week shall be forty (40) hours and shall include:
 - 8-2-1 Lunch Periods. There shall be a minimum standard forty-five (45) minute daily lunch. Lunch shall be duty free.
 - 8-2-2 The principal shall have authority to permit teachers to diverge from the regular school day.
 - 8-2-3 The District's scheduled student school contact day will not be extended without applying the due process of collective bargaining.
- 8-3 **Self-Directed Planning Time**.
 - 8-3-1 For Secondary Teachers: Each secondary school teacher shall receive a minimum of three-hundred-forty-five (345) minutes of self-directed instructional planning time per week. Within the three-hundred-forty-five-minutes per week, each teacher shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time per day scheduled during the student school contact day. If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student contact day. Passing periods shall not be considered part of the 345 minutes per week. The ten minutes before and after the bell will not be counted toward this time unless the teacher does not have students for the first or last period.
 - 8-3-2 For Elementary/ECE/K-8 Teachers: Each elementary/ECE/K-8 school teacher shall receive a minimum of three hundred (300) minutes of self-directed instructional planning time per week. Within the three-hundred-minutes per week, each teacher shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time per day scheduled during the student school contact day. If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student contact day. Classroom transitions shall not be

considered part of the 300 minutes per week. The ten minutes before and after the bell will not be counted toward this time unless the teacher does not have students for the first or last period.

8-3-3 The District recognizes the importance of having time for instructional planning. When feasible and appropriate, schools may extend the amount of planning time available, especially for elementary/ECE/K-8 school teachers.

8-3-4 The parties recognize that in order to maximize student learning, educators need an opportunity to participate in meaningful, authentic, collaborative planning that enhances instruction and takes into account teachers' individual pedagogical needs.

8-4 **Multi-School Assignments.** When teachers are assigned to more than one (1) school site, the principals at the schools involved shall collaborate on the scheduling of the workdays for those personnel. These teachers shall be required to assume non-teaching duties only in their home school assignment. Every effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable. When school schedules do not align, the teacher can request that the schools provide the teacher with a written schedule that outlines the teacher's forty-hour work week, individual planning times, professional development, and travel time. The teacher will have the right to provide input on the development of the written schedule.

8-5 **Teaching Loads.** The range of teaching loads, number of preparations and number of pupil contacts required should provide for effective instruction and meaningful teacher-student interaction. DPS and the Association agree to work together to seek increased state funding to decrease class size.

The principal shall report to the CSC, after the roster verification process, the number of students in each class and this will be published in the CSC minutes on the school's website. For the purposes of this section, a "class" shall be defined as any general education, including electives and model one classes.

Upon request, after the roster verification process, the District shall provide the Association with the student information management system data regarding class enrollment.

8-5-1 **Secondary Teaching Load.** Unless altered by the SLT process, the normal teaching load for secondary school teachers shall be five (5) teaching periods per day, or the equivalent thereof if block scheduling is used. A teacher may request to teach a sixth period.

8-5-1-1 The maximum class size in grades six (6) through twelve (12) shall not exceed thirty-five (35) students. In no case shall a teacher have a total greater than 175 students per day unless an exception is provided for in Article 8-5-1-2.

For schools that include both elementary grades (ECE-5) and secondary grades (6-12) whose staffing model differs from the

traditional elementary and secondary staffing model, such must be made known to all prospective applicants to the school during the posting and /or interview process.

8-5-1-2 For music and physical education classes, the SLT may annually set a higher daily class size limit for a single school year or semester after engaging in direct consultation with the affected teacher(s) and department chairperson(s). The criteria to be considered in deciding whether to increase the maximum class size limit must include safety of students and staff, adequacy of the facility and equipment, and the impact on the educational program in those classes. The SLT will specify which courses and sections will have the higher class size limits and the actual maximum number in each. All raised limits will expire at the end of each semester or school year as specified by the SLT. All decisions to increase maximum class size must be made no later than the time that schedules are set for the school each semester.

8-5-2 Elementary Teaching Load. The Board shall maintain its effort to retain the class size reduction which has been achieved in grades 1 and 2. The level of staffing to maintain such class size is dependent on availability of funding. When it is necessary to have class size exceed twenty-five (25) in primary elementary grades (K-3), the Board shall honor teachers' requests for qualified paraprofessional assistance according to the following schedule, and in grades four (4) and five (5). When class size exceeds twenty-seven (27), the following schedule will apply:

8-5-2-1 One (1) hour of paraprofessional assistance per day for one (1) to two (2) students over twenty-five (25).

8-5-2-2 Two (2) hours of paraprofessional assistance per day for three (3) to five (5) students over twenty-five (25).

8-5-2-3 Three (3) hours of paraprofessional assistance per day for six (6) to seven (7) students over twenty-five (25).

8-5-2-4 For grades K-5, in no event shall classes exceed thirty-five (35) students, unless the only solution is transferring students to other schools.

8-5-3 If a teacher believes that the number of students assigned to that teacher is not consistent with sound educational practice, the teacher shall have the right, upon written request to the principal, with a copy to the Instructional Superintendent, to schedule a conference with his or her principal regarding the matter. The principal will respond to the teacher's concern.

8-6 Department chairpersons in high schools shall be elected by the Department, subject to approval by the principal. Unless determined otherwise by the Collaborative School

Committee (CSC), the term for department chairpersons shall be three (3) years. Department chairpersons shall not succeed themselves unless approved by the CSC.

8-6-1 Department chairpersons shall be provided time to fulfill the duties of that assignment as determined by the principal after consultation with the CSC.

8-7 **Non-Teaching Duties.** The District agrees to make every effort to reduce non-teaching duties that do not best use a teacher's presence and skills, through the use of teacher aides.

8-7-1 Assignment of teachers to non-teaching duties not done by aides will be rotated so that no teachers will have the same assignment for more than four (4) consecutive semesters, unless the teacher agrees to such assignment. Reassignment to such non-teaching duty can only be after an interim of at least two (2) consecutive semesters.

8-7-2 Special educators' and specialized service providers' non-teaching duty time will be used solely for implementing the Individuals with Disabilities Education Act (IDEA) mandates.

8-7-3 Non-teaching duty time shall not reduce self-directed planning time as guaranteed in other sections of this Agreement.

8-8 **Lesson Plans.** Teachers will maintain effective lesson plans related to the approved curriculum for use by the teacher in regular instruction and review by the administration, as well as specific, detailed lesson plans for use by substitute teachers.

8-8-1 Teachers and school leaders will discuss and agree upon the format of lesson plans.

8-8-2 The administrator can ask for lesson plans to be turned in for the purpose of improving instruction and will provide constructive and specific feedback to the teacher submitting the plans.

8-8-3 If the administrator has questions of the teacher regarding the lesson plan, then the administrator and the teacher will discuss the lesson plan and identify any next steps as necessary, which could potentially include coaching and/or professional development. A teacher will only be responsible for lesson plans for the first five (5) days of any absence.

8-9 **Classroom Interruptions.** The District agrees that classroom interruptions diminish the time for instruction. The administrative staff and teachers shall make every effort to avoid unnecessary interruptions during instructional periods.

8-10 **Class Coverage.** It is an administrative responsibility to cover all scheduled classes.

8-10-1 During the first month of each school year, the SLT, in consultation with the department chairs at the secondary level or grade level chairs at the elementary level, shall develop a written contingency plan for class coverage occasioned by a

shortfall of substitute teachers. Individuals must possess the appropriate teaching credentials to be considered for class coverage. Such plan shall include the procedure for enabling teachers to invoke Article 28-6.

8-11 **Emergency School Closings.**

8-11-1 When weather conditions constitute a danger sufficient to require the closing of schools, the following procedure shall be followed:

- a. If the conditions exist prior to the normal school opening time, teachers shall be notified, as early as possible, by public media or direct contact and shall not be required to report to work.
- b. If the conditions require closing during the school day, teachers shall be dismissed as soon as possible after students are dismissed.

8-11-2 When weather conditions are such that schools will be open, but some professional staff or students are not able to attend because of the severity of conditions in their locale, the following procedure shall be followed:

- a. As soon as possible, teachers affected shall notify the principal of their inability to attend school that day.
- b. Professional staff who cannot attend school because of weather conditions or other emergencies will have deducted from their personal leave, if available, or sick leave if personal leave is not available, the day or days they were unable to attend their assignment. All teacher absences under this Article are subject to review by the school building level administrator.

8-12 **Teacher-in-Charge.** If a teacher is placed in charge of a building during the absence of the principal, and when the principal's absence will be one-half day or longer, the teacher will be relieved from either the office or classroom assignment.

8-13 **Transportation of Students.** Teachers shall not be required to transport pupils to activities, which take place away from the school building.

8-14 The Instructional Issues Council is charged with developing potential strategies to address issues raised in this Article.

Article 9 - Central Office Teacher Files

All teacher permanent central office files shall be maintained under the following conditions:

9-1 All materials placed in the permanent central office file and originating within the District shall, upon request, be available to the teacher for inspection in no more than seventy-two (72) hours. In cases where teachers express a pressing need to see their personnel file

immediately, the District will make every effort to meet the teacher's request. At the teacher's request, anyone may be present in this review. If requested, teachers may be provided copies of material contained in their central office file without cost.

- 9-2 Material originating within the District and which is disciplinary in nature or negative in regard to a teacher's conduct, service, character or personality, shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material and to sign the copy to be filed. Such signature does not indicate agreement with the content of the material.
- 9-2-1 If a teacher is exonerated with respect to any of the matters cited above or is exonerated following the completion of an investigation during which the teacher was placed on administrative leave with pay, all adverse entries in the teacher's central personnel file related to that incident or issue will be removed.
- 9-3 The teacher shall have the right to answer any material filed and have the answer reviewed by the Executive Director of Human Resources, and attached to the file copy.
- 9-4 Written material sent to the central office by students or parents shall be sent to the principal for appropriate response and shall not be placed in the central file except pursuant to the provisions of this Article.
- 9-5 Upon written request by the teacher, material contained in the central office file for more than three (3) years will be reviewed and eliminated, as long as such material does not interfere with the safety, physical, and moral well-being of children. The District shall have the exclusive responsibility to determine whether the material should be retained.
- 9-6 All written and printed material dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.
- 9-7 A log will be kept in the Department of Human Resources, which must be signed and dated by any person examining the file, except for central office personnel.
- 9-8 All materials contained in local school files kept by principals must be forwarded to the permanent central office file in accordance with the conditions of this Article before its use in any central office action that affects a teacher's employment status, promotion, demotion, or dismissal.

Article 10 - Performance Evaluations

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- **Part 6: LEAP Collaboration Committee**

Part 1: General

10-1 **Purpose of Evaluation:** Performance evaluations are used to:

1. Provide a common language around expectations and responsibilities.
2. Assess the effectiveness of Teacher performance and provide feedback in order to drive continuous improvement to instruction and enable Teachers to develop as professionals.
3. Serve as a measurement of professional growth and development of Teachers over time.
4. Enhance the implementation of the school’s curriculum.
5. Implement District and school goals in the classroom.
6. Measure the level of effectiveness for all Teachers.
7. Serve as documentation for a recommendation for dismissal based on unsatisfactory performance.

10-2 **Definition of Terms**

- 10-2-1 “Teacher” as used in this Article shall refer to all personnel who are evaluated under the District’s growth and performance system for teachers, Leading Effective Academic Practice or LEAP.
- 10-2-2 “LEAP Evaluation” is the annual growth and performance process that that culminates in the LEAP End-of-Year Rating and LEAP End-of-Year Report.
- 10-2-3 “LEAP Fairness Guide – Evaluation Expectations and Rights for Teachers” is a resource guide for Teachers that builds on the foundation of this Article 10 by describing the entire evaluation process that Teachers can expect to experience for that year and the rights that Teachers have to raise and seek review of concerns associated with the evaluation process.
- 10-2-4 “LEAP Mid-Year” is a formal reflection conversation between the Teacher and the Evaluator during the evaluation cycle.
- 10-2-5 “LEAP End-of-Year Rating” is the overall summative rating that combines the components of the LEAP Evaluation. There are four performance categories: Distinguished, Effective, Approaching, and Not Meeting.

- 10-2-6 “LEAP End-of-Year Report” includes the Teacher’s LEAP End-of-Year Rating, the evidence on which the rating is based, and the other requirements set forth in Article 10-3-3.
- 10-2-7 “Evaluators” include the Principal, Assistant Principal(s), Teacher Leaders, or other individuals designated by the District (e.g. Peer Observers) to conduct observations in the LEAP Evaluation and/or Performance Improvement Process. Evaluators must be certified under the District’s certification system to conduct observations.
- 10-2-8 “Effective Rating” means an overall LEAP End-of-Year Rating of Distinguished or Effective.
- 10-2-9 “Ineffective Rating” means an overall LEAP End-of-Year Rating of Not Meeting or Approaching.
- 10-2-10 “Appellant” shall mean the person who is appealing a second consecutive Ineffective Rating.
- 10-2-11 “Full Observation” is an observation of a full lesson (generally 45-60 minutes). “Short Observation” is an observation that lasts a minimum of fifteen (15) minutes but does not last a full lesson.
- 10-2-12 “LEAP Framework” refers to the District’s evaluation rubric with indicators that are used for scoring a classroom observation.
- 10-2-13 “Score” refers to a rating on an indicator in the Evaluation Framework.

Definitions for Part 4: The Performance Improvement Process

- 10-2-14 “Performance Improvement Process” covers the period during which a Teacher is considered for a Performance Improvement Plan (“Plan” or “PIP”) as well as any time the Teacher is on a Plan.
- 10-2-15 “Eligibility Observation” is the first step in the Performance Improvement Process. The Evaluator conducts one Full Observation, during which the Evaluator is required to score all the indicators on the LEAP Framework. If those scores meet the Eligibility Criteria, the Evaluator can move forward with the Data Gathering Period.
- 10-2-16 “Eligibility Criteria” are the scores from the Eligibility Observation that would permit an Evaluator to move forward with the Data Gathering Period.
- 10-2-17 “Data Gathering Period” is a period of time where data is gathered to determine if a Teacher will be placed on a Performance Improvement Plan.

- 10-2-18 “Peer Observers” are current or future teacher positions created by the District that provide support to Teachers through classroom observation and feedback during the Performance Improvement Process. All Peer Observers must be certified under the District’s certification system to conduct observations.
- 10-2-19 “Joint Observation” is a Full Observation that is conducted jointly by the assigned Evaluator and the Peer Observer. This takes place during the Data Gathering Period.
- 10-2-20 “Targeted Plan Observation” is a Full Observation where only the indicators identified in the Performance Improvement Plan are scored as a method to monitor progress throughout the Plan.

Part 2: Annual LEAP Evaluations

10-3 The District is committed to recruiting, growing, and retaining effective teachers, closing opportunity gaps, and preparing all DPS students for college and careers. The Teacher growth and performance system is used to drive the growth and development of teachers as well as evaluate them against common expectations. The following procedures are intended to ensure that the Evaluation is growth-based, fair, reliable, and transparent.

10-3-1 Orientation: At the beginning of each school year, Teachers will receive a copy of the LEAP Handbook (hard copy or electronic), which will provide extensive details regarding the purpose and nature of the LEAP Evaluation process, the elements of the LEAP Evaluation, the procedures for conducting the LEAP Evaluation, and the responsibilities of the individuals involved.

10-3-2 Frequency of Evaluation and Procedures for Observations:

10-3-2-1 Teachers will be evaluated every year.

10-3-2-2 All Teachers shall receive a minimum of two observations each year as defined and set forth in the LEAP Fairness Guide.

10-3-2-3 All Evaluators must be certified under the District’s certification system to conduct observations before that Evaluator’s observation scores can be considered when calculating the Teacher’s LEAP End-of-Year rating. Such certification is intended to enable the Evaluator to fairly, professionally, and credibly evaluate Teachers.

10-3-2-4 Teachers not currently in the Performance Improvement Process will not receive a scored observation during the first two weeks of the school year.

- 10-3-2-5 Teachers not currently in the Performance Improvement Process will not receive more than one scored Full Observation during a school week.
- 10-3-2-6 For a Full Observation, the Evaluator will complete a form that includes the Scores for the indicators that the Evaluator scored on the LEAP Framework. If the Evaluator did not have the opportunity to observe a specific practice associated with an indicator, then the Evaluator may choose not to score that indicator.
- 10-3-2-7 Observations can take place at any point during a Teacher’s instructional time. However, Evaluators cannot score an observation if the Evaluator determines that there was a significant disruption to the lesson time period (for example: testing of significant duration, guest speakers, fire drill). The lesson may still be scored as a Short Observation if there was sufficient observation time prior to the significant disruption.
- 10-3-2-8 After a Full Observation, the Teacher will not receive an additional scored observation until feedback on the prior Full Observation has been provided.
- 10-3-3 LEAP End-of-Year Report: Every year, Teachers will receive an End-of-Year Report (“Report”).
- 10-3-3-1 Consistent with state law, the Report shall:
- specifically identify when the classroom observations were conducted;
 - state the Teacher’s strengths and areas for potential future growth;
 - include a plan for improvement;
 - identify the data used to support the overall rating; and
 - be signed by the evaluator.
- 10-3-3-2 The Teacher is asked to electronically sign the Report. However, the Teacher can choose electronically to (i) acknowledge and sign, (ii) select the option of “refusing to sign,” or (iii) not sign. Signature will not be construed to indicate agreement with the information or the conclusions in the final written evaluation.

10-3-3-3 The Evaluator will share a draft copy of the Report with the Teacher prior to the LEAP End-of-Year conference.

10-3-4 LEAP End-of-Year Conference:

10-3-4-1 Prior to the finalization of the LEAP Evaluation, the Evaluator will meet and discuss the LEAP End-of-Year Report with the Teacher at a LEAP End-of-Year conference. This conference is an opportunity for Teachers and Evaluators to do a final assessment of the data gathered regarding the Teacher's progress and performance for the school year.

10-4 **LEAP Fairness Guide:** In addition to the requirements set forth in this Article 10, LEAP Evaluations shall follow the requirements set forth in the "LEAP Fairness Guide – Evaluation Expectations and Rights for Teachers."

10-4-1 The LEAP Fairness Guide will be released each year and made available to teachers at the beginning of the year. It will provide a detailed description of the entire evaluation process and is intended to make the process transparent so that Teachers know what to expect for that year.

10-4-2 The District is committed to the continuous improvement of its growth and performance system for Teachers. Teachers are encouraged to participate in the District's annual survey regarding the LEAP Evaluation in order to provide feedback on potential improvements to the process.

10-4-3 Absent mutual agreement between the District and the Association, the LEAP Fairness Guide cannot change any of the requirements set forth in this Article 10. However, the LEAP Fairness Guide is not a negotiated document.

10-4-4 A failure to follow any of the requirements in the LEAP Fairness Guide is grievable up to Level 2, but not Level 3.

PART 3: THE ADVISORY PERSONNEL PERFORMANCE EVALUATION COUNCIL

10-5 This District shall have an Advisory District Personnel Performance Evaluation Council ("the Council").

10-5-1 The composition and selection of the Council membership will meet the minimum requirements of statute and these members shall be appointed by the Board.

10-5-2 The role of the Council is to conduct a continuous evaluation of the District's Teacher evaluation system and to act as an advisory body to the Superintendent and the LEAP Collaboration Committee on ensuring the

fairness, effectiveness, credibility, and professional quality of the District's Teacher evaluation system.

PART 4: THE PERFORMANCE IMPROVEMENT PROCESS

10-6 Performance Improvement Process.

10-6-1 Overview of the Performance Improvement Process “the Process”: The Process begins with the Eligibility Observation. If, during the Eligibility Observation, the Teacher meets the Eligibility Criteria, the Evaluator can move forward with the Data Gathering Period. During the Data Gathering Period, the Evaluator gathers and reviews data in order to determine if the Teacher should be placed on a Performance Improvement Plan. As a part of this period, a Joint Observation with the Evaluator and a Peer Observer is conducted. If the Evaluator decides that significant performance concerns exist, the Evaluator can place the Teacher on a Performance Improvement Plan (“the Plan”). The Plan will set expectations for necessary growth and include the supports that will be provided to the Teacher during the Plan. During the Plan, which can last between 30 and 90 school days, the Teacher is observed by the Evaluator and the assigned Peer Observer and the designated supports are provided. At the conclusion of the Plan, the Evaluator determines whether the Teacher has met the expectations of the Plan and whether the Teacher should be recommended for retention or dismissal.

10-6-2 Data Gathering Period

10-6-2-1 A Teacher is eligible for the Data Gathering Period when an Evaluator conducts one Full Observation and the scores meet the Eligibility Criteria. Alternatively, a Teacher is eligible for the Data Gathering Period when the Teacher has received two consecutive Ineffective Ratings.

10-6-2-2 The Eligibility Criteria are set at:

The mean score from any of the expectations on the LEAP Framework is 2.5 or below (e.g. the mean of all the indicator scores in Masterful Content Delivery is 2.5 or below), and/or

A Teacher scores a Not Meeting (1 or 2) on three or more indicators on the LEAP Framework.

10-6-2-3 If the Eligibility Criteria are met, the Evaluator will notify the Teacher that the Teacher is being placed in the Data Gathering Period and that there is a *possibility* that the Teacher will be placed on a Performance Improvement Plan.

- 10-6-2-4 The District assigns a Peer Observer to participate in the Data Gathering Period.
- 10-6-2-5 The Evaluator and the Peer Observer conduct a Joint Observation of the Teacher's class.
- 10-6-2-6 After the Joint Observation, the Evaluator and Peer Observer will consult regarding the lesson observed and the Evaluator will consider the data of the Peer Observer.

10-6-3 Decision to Place Teacher on a Performance Improvement Plan

- 10-6-3-1 Before placing a Teacher on a Performance Improvement Plan, the Evaluator should consider a body of evidence to determine whether, in the Evaluator's discretion, significant performance concerns exist. The extent and types of evidence considered in the body of evidence are left to the discretion of the Evaluator. For example, in addition to considering the data from the Joint Observation, the Evaluator could consider any of the following items:
- LEAP Framework scores from other observations completed;
 - Student Perception Survey data;
 - Disciplinary referrals data;
 - Student Outcomes data;
 - Data from the Professionalism domain of the LEAP Framework;
 - Evidence provided by the Teacher to demonstrate effectiveness;
 - Any other information that is relevant to the determination of whether significant performance concerns exist.
- 10-6-3-2 If the Evaluator determines, in his or her discretion, that there is evidence of significant performance concerns, the Evaluator may place the Teacher on a Performance Improvement Plan. If the Evaluator is not the Principal, the Evaluator will make this decision in consultation with the Principal.
- 10-6-3-3 Professionalism Plan: The Evaluator can also place the Teacher on a Performance Improvement Plan for Professionalism if the Teacher received two Not Meeting indicator scores in the Professionalism Domain on the Teacher's LEAP End-of-Year Report or LEAP Mid-Year. Because the Professionalism indicators measure out-of-classroom

work, a Professionalism Plan does not require classroom observations. If the Teacher still has two Not Meeting scores in the Professionalism Domain on the subsequent LEAP Mid-Year Evaluation or LEAP End-of-Year Report (whichever occurs first), the Evaluator can proceed to the steps outlined in Article 10-6-6.

10-6-4 Development of Performance Improvement Plan (“the Plan”)

10-6-4-1 The Plan shall be developed by the Principal (or designee) in collaboration with the Peer Observer and the teacher.

10-6-5 Requirements of the Performance Improvement Plan

10-6-5-1 The Plan shall last a minimum of thirty (30) school days and a maximum of ninety (90) school days.

10-6-5-2 The Plan shall require a minimum of two Targeted Plan Observations by Evaluator(s) and two Targeted Plan Observations by the Peer Observer. At least one of the observations of both the Evaluator and the Peer Observer will be announced within a week’s window. After each observation during the Plan, the Evaluator or Peer Observer should provide the Teacher with feedback on the observation.

10-6-5-3 The Plan shall identify a minimum of three (3) and a maximum of five (5) LEAP Framework indicators that will be targeted for improvement during the Plan.

10-6-5-4 For each indicator identified, the Plan shall set expectations for improvement.

10-6-5-5 If the Teacher does not meet all the expectations of the Plan, the Teacher may be recommended for dismissal for unsatisfactory performance. The Plan shall inform the Teacher about this standard.

10-6-5-6 The Plan shall include the supports available to the Teacher during the Plan process. The supports can be provided by School Leaders, Peer Observers, Teacher Leaders, peers, or other appropriate resources.

10-6-5-7 The Teacher shall not be videoed as part of the evaluation process unless the Teacher consented.

10-6-5-8 If the Teacher goes on an extended leave during the period of the Plan, the days on the Plan completed prior to leave will be counted and the Plan will continue upon the return of the Teacher to active service.

10-6-5-9 If the Teacher received a Not Meeting rating on any Professionalism indicators in the LEAP End-of-Year Report or LEAP Mid-Year evaluation in the year prior to the initiation of the Plan, the Plan can include expectations regarding that Professionalism indicator.

10-6-6 Conclusion of the Performance Improvement Plan

- 10-6-6-1 At the conclusion of the initial period set for the Plan, the Evaluator shall decide whether or not the Plan will be extended.
- 10-6-6-2 The Evaluator may choose to extend the Plan, but the total duration of the Plan should not exceed ninety (90) total school days.
- 10-6-6-3 If the Plan is not extended, the Evaluator shall determine whether the Teacher has met the expectations of the Plan and whether the Teacher should be recommended for retention or dismissal. If the Evaluator is not the Principal, the Evaluator shall make this determination in consultation with the Principal.
- 10-6-6-4 The Evaluator may consider any evidence provided by the Teacher prior to the conclusion of the Plan.
- 10-6-6-5 The Teacher shall be provided with a final Performance Improvement Plan report.
- 10-6-6-6 The report will be presented to the Teacher and the Teacher and the Evaluator shall sign the report. The Evaluator's supervisor should also sign the report.
- 10-6-6-7 If the Teacher is recommended for retention, the Teacher shall continue to be evaluated under LEAP and will receive a LEAP End-of-Year Report.
- 10-6-6-8 If the Teacher is recommended for dismissal, the Teacher shall still receive a LEAP End-of-Year Report if there is sufficient data to calculate a rating.

PART 5: REDRESS, GRIEVANCES, AND APPEALS

- 10-7 A failure to follow any procedure during the LEAP Evaluation can be addressed through a grievance.
 - 10-7-1 Grievances regarding the LEAP Evaluation must be filed and processed in accordance with Article 7. However, the District shall ensure that such grievances are heard by an individual trained on LEAP.

10-8 The manner to seek review of a LEAP End-of-Year Rating is through the redress and/or appeals process.

10-9 **Redress.**

10-9-1 In accordance with procedures established by the District, a Teacher can access the redress process if:

- He/she believes there has been a computational error in the way the rating was determined; and/or
- He/she believes that the evaluator's assignment of the Professional Practice rating from a decision band was not reasonable in light of the body of evidence and that assignment had a material impact on the overall final rating; and/or
- He/she believes that the evaluator's assignment of a final rating within a decision box was not reasonable in light of the body of evidence.

10-9-2 Teachers will have the opportunity to engage in two levels of redress review.

10-9-2-1 Level One – The District will identify an ombudsperson (“the Ombudsperson”) to oversee Level One of the redress review. The Ombudsperson shall have prior experience with the District’s teacher growth and performance systems. The Ombudsperson will receive annual training on LEAP and his/her role as the Ombudsperson. The Ombudsperson will facilitate a conversation between the Teacher and the appropriate school leader(s) in an attempt to reach a mutually agreeable resolution. Ombudsperson will listen, ask questions, and review the evidence presented and will provide a recommendation and considerations on the outcome to the school leader.

10-9-2-2 Level Two – If the Teacher is not satisfied with the resolution at Level One, she/he may submit a request for review to the Chief Human Resources Officer (CHRO) or designee.

10-9-2-3 The current redress process shall be used until such a time that the LEAP Collaboration Committee establishes an alternate redress process.

10-10 **Appeal of a Second Consecutive Ineffective LEAP End-of-Year Rating.**

10-10-1 **Timelines**

10-10-1-1 The District will notify teachers at risk of loss of non-probationary status in September of every year and provide information about the process and resources available.

- 10-10-1-2 A Notice of Appeal must be filed within 15 calendar days following the last student contact day of the academic year in which the second Ineffective Rating was received by the Appellant.
 - 10-10-1-3 All appeals must be concluded within 90 calendar days after the last student contact day of the academic year calendar in which the second Ineffective Rating is received. If the Appellant has requested DCTA assistance, no Panel hearing will be scheduled during the two weeks the DCTA offices are closed.
 - 10-10-1-4 The timelines can be extended by mutual agreement of the District and the Teacher.
- 10-10-2 Grounds for Appeal: Pursuant to the State Board of Education rules at 1 CCR 301-87, the grounds for appeal shall be limited to the following:
- 10-10-2-1 The evaluator did not follow evaluation procedures that adhere to the requirements of statute or rule and that failure had a material impact on the second consecutive Ineffective Rating that was assigned (e.g. an observation was never completed).
 - 10-10-2-2 The data relied on to determine the second consecutive Ineffective Rating was inaccurately attributed to the Teacher (e.g., data included in the evaluation was from students for whom the Teacher was not responsible).
- 10-10-3 Procedures
- 10-10-3-1 The Appellant or his/her chosen representative must file a timely Notice of Appeal with the appropriate office or department designated and published by the District. In order to support a transparent process, the Appellant may request the CHRO or designee to conduct a review of how the Appellant's LEAP score was calculated. The CHRO designee will meet with the Appellant to provide information on how the multiple measures come together to create the Appellant's LEAP rating.
 - 10-10-3-2 The Notice of Appeal will contain all the written grounds for the Appeal.
 - 10-10-3-3 The appropriate official or department designated by the District will convene the Appeals Hearing Panel and set the hearing date according to the terms of this Article.
 - 10-10-3-4 The District and the Association shall develop appropriate timelines for when the following will occur:

- 10-10-3-4-1 The Appellant shall provide a copy of any evidence intended to support the Appeal prior to the hearing. The District shall make additional copies for panel members as needed.
- 10-10-3-4-2 The Appellant may request evidence from the District and the District shall provide the requested evidence if, in the District's discretion, the request is reasonably related to a permitted ground for appeal.
- 10-10-3-4-3 Any documents and/or proceedings related to the appeal process shall not be disclosed to entities outside the District unless the District is required to do so by law.
- 10-10-3-5 Burden of Proof: The Appellant has the burden of demonstrating that an Effective Rating was appropriate.
- 10-10-3-6 The Appellant is allowed an advocate of his/her choice to represent him/her through the appeal process, such as a DCTA representative or DPS colleague. Attorneys shall not represent the Teacher or the District at the hearing.
- 10-10-3-7 The Appellant is allowed to provide evidence in the form of testimony by the Appellant, and/or other witnesses, documents, or other materials.
- 10-10-3-8 The District is allowed to provide evidence in the form of a District representative, witness testimony (e.g. Evaluator), and/or documents and other materials.
- 10-10-3-9 Any presentation to the Panel shall be limited to one hour for the Teacher and one hour for the District. Time may be extended at the discretion of a majority of the Panel members.

10-10-4 Panel

- 10-10-4-1 The Panel will be chosen from a list of up to 30 standing panel members. For the standing panel pool, up to 15 will be chosen by the Association and up to 15 chosen by the District; however, in the process of comprising the final list, the Association may veto any panel member recommended by the District, and the District may veto any panel member recommended by the Association. To ensure the credibility of the Panel, Panel members shall have had an effective LEAP, LEAD, or EPMP evaluation the prior year and shall have prior teaching experience.

10-10-4-2 The Panel shall be comprised of equal numbers of DCTA representatives and District representatives, with no more than six panel members total. The Association shall be responsible for selecting its members from the standing pool for each Panel hearing and the District shall be responsible for selecting its members for each Panel hearing. A process shall be jointly developed to ensure continuity of the review panel members.

10-10-5 Results

10-10-5-1 Panel decision:

10-10-5-1-1 The Panel shall render its decision in writing.

10-10-5-1-2 In order for the Panel to recommend changing the second consecutive Ineffective Rating Effective, a majority of the members of the panel must agree based on a preponderance of the evidence that the Ineffective Rating was inaccurate. In that situation, the Appellant's rating will be deemed Effective and the Appellant will retain his/her non-probationary status.

10-10-5-1-3 If a majority of the Panel determines by a preponderance of the evidence that the rating should not be changed, the Teacher will deemed probationary.

10-10-5-1-4 If the majority of the Panel decides that an Ineffective Rating was not accurate, but there is not sufficient information to assign a rating of Effective, the Teacher receives a "no score" and retains non-probationary status. However, if the following academic year that Teacher receives a second consecutive Ineffective Rating, the "no score" rating will have the consequence of a second consecutive Ineffective Rating and the Teacher will lose his/her non-probationary status. The Teacher retains the right to appeal the following year's rating.

10-10-5-1-5 A majority decision of the Panel shall be final and binding.

10-10-5-2 Superintendent and/or designee decision:

10-10-5-2-1 If the Panel is deadlocked on a decision, the Superintendent or designee shall serve as the tie-breaking vote. Each cluster of votes is expected to provide a summary of the rationale informing their opinion for the Superintendent or designee's consideration.

- 10-10-5-2-2 If the Superintendent or designee decides that there is sufficient information to overturn the rating, the teacher receives a rating of Effective and retains non-probationary status.
- 10-10-5-2-3 If the Superintendent or designee decides that an Ineffective Rating was not accurate, but there is not sufficient information to assign a rating of Effective, the Teacher receives a “no score” and retains non-probationary status. However, if the following academic year that Teacher receives a second consecutive Ineffective Rating, the “no score” rating will have the consequence of a second consecutive Ineffective Rating and the Teacher will lose his/her non-probationary status. The Teacher retains the right to appeal the following year’s rating.
- 10-10-5-2-4 If the Superintendent and/or designees confirm the rating, the Teacher will be deemed probationary.
- 10-10-5-2-5 The Superintendent and/or designee’s decision will be final.

Part 6: LEAP Collaboration Committee

10-11 LEAP Collaboration Committee.

- 10-11-1 Purpose. The purpose of the LEAP Collaboration Committee (LEAP Committee) is to ensure that LEAP is administered according to this Agreement and to enable collaboration and joint decision-making where possible in the development, implementation and evaluation of the growth and performance systems for Teachers and SSPs.
- 10-11-2 Composition. The composition of the LEAP Committee shall have equal District and DCTA representation and shall include at least one (1) SSP. Association representation shall be appointed by the Association President.
- 10-11-2-1 Members of the LEAP Committee will be provided release time to attend meetings in accordance with Article 10-11-4.
- 10-11-3 List of Duties.
1. Review and revise LEAP;
 2. Review LEAP training processes, including calibration and certification processes;
 3. Review the multiple measures and their cut points;

4. Review the methods for calculation of student growth in LEAP
 5. Review a yearly summary of concerns raised through the LEAP Helpline to inform changes to the district practice and/or policy;
 6. Review evaluation system surveys;
 7. Review the redress and appeals processes, when needed;
 8. Review appropriate feedback mechanisms for Evaluators;
 9. Review evaluation frameworks as needed;
 10. Consider the development of a shortened framework for novice teachers; and
 11. Other duties as outlined in this Article.
- 10-11-4 Frequency of Meetings. The LEAP Committee shall meet at least quarterly but shall meet more often as action is required.
- 10-11-5 Decision Making. The LEAP Committee shall have the ability to make changes to LEAP by consensus. If consensus is not reached, the matter shall go to the Superintendent to decide.

Article 11 - Complaints Against Teachers/Administrative Leave/Corrective Action

- 11-1 **Complaints Against Teachers.** When a person makes a written or verbal complaint against a teacher, the principal or designee shall promptly notify the teacher of the complaint, the identity of the complainant, and the teacher shall be given the opportunity to respond. The principal or designee shall investigate the complaint and attempt to resolve the complaint informally if appropriate.
- 11-1-1 If appropriate, the principal or designee shall arrange a meeting with the complainant, the teacher and the principal or designee in an attempt to resolve the situation.
- 11-1-2 If any record of the complaint, or its formal or informal resolution, is placed in the teacher's files, the teacher shall have the right to file a written response within twenty (20) school days.
- 11-2 **Administrative Leave.** If a principal decides to place a teacher on administrative leave for the purpose of further investigation, the principal or designee shall meet with the teacher to give specific allegation(s) and the basic reason why the administrative leave for investigation is necessary, when possible.

- 11-2-1 The meeting shall take place at the end of the school day or whenever it is appropriate.
- 11-2-2 The principal shall provide the teacher a copy of the administrative leave checklist and review it with the teacher. The teacher shall sign the form only as acknowledgement of receipt and be given a copy of it for informational reference.
- 11-2-3 At the teacher's request a meeting will be held within three (3) school days. The purpose of the meeting is to give the teacher an opportunity to respond. The teacher may have Association representation at the meeting.
- 11-2-4 The investigation will be completed as expeditiously as possible. If an investigation must extend beyond seven (7) calendar days, or if the administrative leave must be extended, the teacher and the Association will be notified by phone calls from the Department of Human Resources or designee the reasons for the extension and the expected date of completion of the investigation and/or leave.
- 11-2-5 During the investigation, the teacher placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.
- 11-2-6 Following the completion of the investigation, the principal or designee shall meet with the teacher to share the results of the investigation and to give the teacher an opportunity to respond. The teacher may have Association representation at the meeting. The principal or designee shall determine appropriate resolution of the matter.
- 11-2-7 Administrative leave should be considered as an option to be used only when necessary to protect the students or staff or to conduct an appropriate investigation. Administrative leave is not a punitive action and there will be no record of the leave in a teacher's personnel file.
- 11-2-8 The Agreement Review Committee (ARC) will review on an annual basis administrative leaves for the prior year to ensure that the above procedures have been implemented appropriately.
- 11-3 **Corrective Action.** Before taking a corrective action against a teacher, the principal shall investigate the situation, meet with the teacher and give the teacher an opportunity to respond.
- 11-3-1 If a principal or designee determines it may be necessary to take a corrective action, the principal shall inform the teacher of his/her intent to consider potential corrective action measures and allow the teacher the opportunity to have either another teacher or representation from the Association present at this meeting.
- 11-3-2 The principal or designee shall follow the procedures established in the District document "Basic Fairness and Due Process, A Guide for Corrective Discipline."

11-3-3 Neither a letter of warning nor a letter of reprimand shall be issued, nor shall a teacher be suspended without pay, except for just cause.

Article 12 - Instructional Materials

12-1 In order to provide the best possible educational program in each school, the District will endeavor to provide sufficient instructional materials and equipment to ensure that each pupil and teacher, including ELA-S teachers and special education teachers, will have access to them. Consistent with that goal, the District will work to provide appropriate core content materials for special education teachers comparable to what is used in mainstream classrooms. The District shall also provide, wherever available, grade- and subject-appropriate Spanish-language core content materials, comparable to the English-language content materials used in Mainstream English language classrooms, for ELLs who are taught in Spanish in ELA-S and dual language classes.

12-1-1 Prior to final preparation of budgets for materials and supplies, the CSC, in consultation with the teachers affected, will determine an equitable distribution of resources in the proposed budget. The final building budgets will reflect the priorities established by the CSC.

12-1-2 Each school will be allocated a revolving fund through their budget accounts to use for the purpose of instructional materials that are not otherwise readily obtainable by teachers.

12-2 The Association and the District support equal educational opportunity for all children in the Denver Public Schools. It is their mutual aim, through the careful selection of multi-ethnic instructional materials, to help students develop a sense of individual worth and respect for the worth of others, regardless of their ethnic or cultural backgrounds.

12-3 When the District convenes committees to review and adopt curriculum, teachers will always be part of the process. Additionally, the Association shall have the right to appoint one member to serve on District curriculum committees. The appointee must have expertise in the stated curriculum area.

Article 13 - Assignments, Schedules and Transfer

13-1 **General Principles.** Teacher assignments, schedules and transfers will be made in the best interest of the educational program for the students and consistent with teacher preparation, certification, licensure and experience. Every effort will be made to identify the District educational strategies, programs and leadership in a timely manner to maximize site-based planning, teacher selection, assignments and transfers.

13-2 **Qualifications/Eligibility.** In order to be considered for a position, a teacher must meet accreditation standards of the Colorado Department of Education and must meet all posted

requirements for the position including the requirements set forth by the Every Student Succeeds Act.

- 13-3 Teachers shall be notified of their tentative program, schedule, or grade level assignment for the ensuing semester or year as applicable, as soon as possible following preparation of the master schedule. In addition, they will be notified of changes in their tentative program, schedule, or grade level assignment, if any.
- 13-4 Teacher scheduling shall be made without regard to race, creed, color, sexual orientation, national origin, gender/sex (including pregnancy, childbirth, and related medical conditions), gender identity, transgender status, intersex status, marital status, age, veteran status, and consistent with the provisions of the Americans with Disabilities Act, membership in any teacher organization or such other specified human or civil rights as may be protected by statute.
- 13-5 School schedules for each teacher normally will include a variety of assignments. The District and the Association recognize that students who are not achieving to the level of ability need the expertise of experienced teachers as much as do students with high achievement levels.
- 13-6 Once a Performance Improvement Plan (PIP) is implemented, the teacher may be transferred only with written consent of the evaluator, the teacher, and the principal of the school to which transfer is sought.
- 13-7 **Timelines.** The Human Resources Department shall determine the start date of the open market staffing cycle as early as practicable after schools have submitted their staffing vacancies and needs. The timeline for the key dates and activities listed below will be communicated to the Association no later than January 31.

Key dates and activities:

- Teachers verify consideration group. (Article 13-10)
- Teacher requests for Early Retirement Incentive, move to part-time/job share, and Extended Leave of Absence notice submitted. (Articles 13-10, 21, 23, 29-13)
- Recommendation for non-renewal of probationary teachers.
- In-Building Bidding and Reduction in Building Staff interviews conducted by Personnel Committees. (Articles 13-10)
- Assignment of unassigned non-probationary teachers. (Article 13-17)

13-8 **Personnel Committee.**

13-8-1 Each school shall establish a Personnel Committee to select candidates for vacancies and Reduction in Building Staff (RIBS) at the school building.

13-8-2 The Personnel Committee will be composed of the principal and three (3) teachers chosen by a vote of the faculty, and may have no more than two (2) parent(s) as member(s) appointed by the Collaborative School Committee.

13-8-3 Teacher members will be chosen by the faculty. The Personnel Committee may have one (1) or more of the teacher assignments filled, on a rotating basis, by (a) teacher(s) in the grade, team, or department in which the vacancy exists. The Personnel Committee will determine whether more than one (1) Personnel Committee is necessary to meet the needs of the school.

13-8-4 The Personnel Committee will make decisions by consensus, if possible. If the Personnel Committee is unable to reach a decision by consensus, the principal shall make an impasse decision.

13-8-4-1 A consensus decision is either unanimous or a majority decision that the entire Committee (including the dissenters) will support.

13-8-4-2 The District in collaboration with the Association will establish and provide resources for training and effective functioning of the Personnel Committee.

13-8-5 The decision or results of the Personnel Committee shall not be grievable. The failure to comply with the procedure contained in this Article is subject to grievance.

13-8-6 In determining the most suitable candidate for a vacant position or reducing a member of the staff, the Personnel Committee shall consider the following criteria:

- instructional practices,
- classroom management,
- appropriateness of academic preparation,
- teaching experience in the subject areas of the assignment and/or grade level,
- participation in school activities beyond the classroom,
- appraisals and relevant information in the central personnel file,
- other criteria specific to the position as stated in the job posting,
- building level interview,
- references.

13-8-7 The Personnel Committee shall operate all year, with the exception that outside of the school year the principal shall make a good faith effort to assemble as many of the Personnel Committee members or alternates as may be available. During the assignment of unassigned non-probationary teachers, the principal will communicate with the Personnel Committee without the necessity of an interview process.

13-9 **Relocation, Changes in Program, and Opening of a New School.**

13-9-1 Relocation. When a school and/or school program is relocated from one site to another, currently assigned teachers with contracts will maintain their assignment pursuant to the provisions of Article 13. They will not have to interview for their positions. If the relocation of a school or school program results in more staff than are necessary for that location, the reduction in building process and timeline in Article 13-10 will be used.

13-9-2 Changes in Program. The provisions of Article 13, which allow for the administrative transfer of staff due to a change in program, adopted by the Collaborative School Committee and affirmed by the Superintendent, will be appropriately followed.

13-9-3 Opening or Redesign of a School. When a new school is opened or redesigned, the principal shall make hiring decisions until the new Personnel Committee becomes operational. After the principal has hired the first five teachers, the principal shall get input from at least two teachers on additional hiring decisions. The principal will follow the processes and standards set out in this Article.

13-10 **Reduction in Building Staff (RIBS).**

13-10-1 The Collaborative School Committee will charge the Personnel Committee with the task of conducting a Reduction in Building Staff upon receipt of information that reduced the number of DCTA bargaining unit assignments at a school, or when a Collaborative School Committee decides fewer DCTA bargaining unit assignments are needed in a department, grade level or ELA/specialty area. Procedures for centrally-assigned bargaining unit members are in Article 29.

13-10-2 Following a determination of staffing needs including all attrition (resignations, retirements, teacher declaration of vacancies, and employees returning from leave) and declaration of consideration group, the Personnel Committee shall establish the group of teachers to be considered for reduction. The determination of staffing needs should include identification of all teachers who would volunteer to vacate a position.

13-10-3 The consideration group may be a grade level, department or specialty area. The consideration group shall be defined as narrowly as possible based on program needs. The Personnel Committee shall notify the affected consideration group as soon as possible. Teachers will not be required to re-interview for their positions if they are not in an affected consideration group.

- 13-10-3-1 For the purpose of establishing consideration groups, teachers serving in more than one department, grade level or ELA/specialty area shall annually declare the department, grade level or ELA/specialty area in which they choose to be considered no later than the completion of the third week of school.
- 13-10-3-2 Each teacher may reside in only one consideration group.
- 13-10-3-3 Excluding job share teachers, contract teachers who are assigned to a school less than full-time, shall be accorded the same transfer rights as other teachers in the consideration group.
- 13-10-4 Teachers on approved leaves where their positions are being held in accordance with Article 21 shall be considered equally for the purpose of reduction.
- 13-10-5 The Personnel Committee shall establish and make available to all faculty members a written procedure that will be followed when determining the teacher(s) to be reduced from a building. In developing the procedures for Reduction in Building Staff, the Personnel Committee shall include the following:
- Teachers in the consideration group may choose to vacate an assignment.
 - Teachers in the consideration group should be allowed to interview for any vacancy in the school that is posted through the in-building bidding process.
 - All members of the consideration group must be interviewed by the Personnel Committee.
 - If it is determined that a specific reduction is no longer necessary (at any time between the RIB and the conclusion of fall adjustment for the subsequent school year), the reduced teacher has the first right of refusal to his/her former position.
- 13-10-6 The Personnel Committee shall attempt to reach consensus on the candidate most suitable to be reduced. If the Personnel Committee is unable to reach consensus, the principal will decide which candidate will be reduced.
- 13-10-7 At the time of the reduction, impacted teachers will be provided with notice of the obligation to secure a mutual consent assignment as well as information about the staffing process. Teachers whose positions are reduced will have the option of participating in resume-writing workshops, interview training and/or other supports provided by the District. Any teacher transferred during the school year by the District may be provided with up to two (2) days of non-pupil contact planning time in order to permit

the transferred teacher to make an orderly transition between the two (2) assignments.

13-10-8 Unassigned RIB'd teachers are expected to participate in the teacher staffing process.

13-10-9 Leaves/Job Share/Retirement. See related Articles 21, 23 and 29-13.

13-10-10 Guaranteed interviews for reduced active non-probationary teachers, as required by state law, are offered through District-wide hiring fairs. DPS will consult with DCTA regarding the structure of any such hiring fairs. Non-probationary teachers, including teachers who have been displaced as a result of school closure or redesign, who are not able to interview with two or more schools during the hiring fairs will contact DPS Department of Human Resources as soon as practicable for assistance in scheduling the two guaranteed interviews.

13-11 **School Redesign, Restart, and Closure**. The parties affirm that the action to redesign a school is due to structure and design reasons and is not a reflection on individual teacher competency. The Association and the District enter into this Agreement to assure that a known and fair process is followed in the treatment of personnel in a school that has been designated for redesign, restart, or closure.

13-11-1 The parties agree the treatment of personnel at schools impacted by redesign to be as follows:

- a. Among the criteria that will be considered in hiring decisions will be familiarity with the school, students, parents and Community.
- b. All teachers who have assignments at the school will have an opportunity to interview for vacant positions with the principal until a new Personnel Committee is elected.
- c. Teachers who are not selected through this process defined in #b may apply for and be interviewed for positions during the open market staffing cycle.
- d. Teachers who choose to leave the redesigned school, or who interview at the school but are not selected, will be invited to participate in the spring hiring fair and other opportunities available to unassigned teachers. Non-probationary teachers who are not able to interview with two or more schools during the hiring fairs will contact DPS Department of Human Resources as soon as practicable for assistance in scheduling the two guaranteed interviews.

- e. The District and the Association will monitor this process to ensure adherence to this procedure.
- f. The District may require additional work outside the normal school day, time beyond the adopted school year, or activities attributable to the design of the new teaching and learning structure and programs at the school. Compensation for such time will be in accordance with the applicable provisions of this Agreement.

13-11-2 The parties agree that the treatment of personnel impacted by closure or restart will be as follows: At a minimum, teachers who are reduced as a result of the restart or closure will be invited to participate in the District's spring hiring fair and other opportunities available to unassigned teachers.

VOLUNTARY TRANSFERS

13-12 **Specialized Service Providers (SSPs)**. Specialized service providers, including nurses, social workers, psychologists, speech language pathologists, audiologists, occupational therapists, physical therapists, counselors, and any other specialty group, shall be transferred according to a written procedure made available to all affected employees, designed by their Department Leadership Team (DLT). If an SSP is not assigned by the end of the traditional school year, Human Resources or designee will notify him/her by the last day of the school year to discuss the status of the assignment.

13-13 **In-Building Bidding**.

13-13-1 The Department Chairs at the secondary level and grade level Chairs at the elementary level, in collaboration with the principal, will establish procedures whereby teachers may indicate assignment preferences. All such procedures shall emphasize the needs of students as the primary consideration for assignment. Teacher preferences may be established at grade level meetings, departmental meetings, or team meetings, as appropriate.

13-13-2 The Personnel Committee shall inform the faculty of any anticipated vacant positions. Once posted, the Personnel Committee may elect to interview current faculty prior to considering external candidates. Positions will not be considered an "Available Position" until the school has completed any internal process.

13-13-3 In determining if current faculty is allowed to bid on a vacancy prior to its being posted District-wide, the Personnel Committee will:

- identify its staffing needs, including the identification of all teachers who will vacate their positions;

- determine assignments open for in-building bidding and announce them to the faculty;
- determine and announce procedures for in-building bidding;
- allow eligible faculty members interviews by the Personnel Committee.

13-13-4 Teachers who agree to fill a different position within the same school for the next school year, through the in-building bidding procedure, forfeit their right to bid for and be assigned to a position listed on the District's Talent Acquisition system

13-14 **Posting Vacancies.**

13-14-1 The principal shall be responsible for notifying the Department of Human Resources of vacancies that are open at their school as soon as they are known.

13-14-2 Each vacancy shall be posted on the District's Talent Acquisition system.

13-14-3 The Personnel Committee shall write basic postings and detailed job descriptions for all vacancies that occur at their school.

13-14-4 The Personnel Committee shall write interview questions based on the posting. In order to ensure best practices and minimize any potential biases, the Personnel Committee's interview questions and processes must align with the best practices provided by the Department of Human Resources.

13-14-5 Postings shall include a brief description of all involved responsibilities, and special and unique qualifications.

13-14-6 Vacancies that occur as a result of an approved leave of absence shall be designated as an annual assignment placeholder.

13-14-7 Vacancies for Teacher on Special Assignment (TOSA) shall be posted when they become available.

13-14-8 Teachers who successfully bid on a position during the open market staffing cycle are ineligible to bid on subsequent positions posted during the same calendar year.

13-15 **Applications.**

13-15-1 Teachers applying for a vacancy in other schools must complete the appropriate application forms. Teachers shall not be subject to retaliation by their current principal/designee for applying for other district vacancies.

13-15-2 Applications for vacancies may be submitted by any currently qualified candidate. The Department of Human Resources shall screen all applications to ensure compliance with the state law and District requirements. The resumes and applications of all qualified candidates for a vacancy will be available to the school on the District's Talent Acquisition system.

13-16 Selection Procedure.

13-16-1 The Personnel Committee shall review all applications and determine how many and which applicants will be interviewed. When there are two or more applicants for a position, the Personnel Committee shall interview a minimum of two candidates.

13-16-2 Interviews shall be completed and a decision made no later than thirty (30) days after the vacancy is posted.

13-16-2-1 A transfer applicant who is interviewed by the Personnel Committee shall be notified by the Personnel Committee, principal or designee in a timely manner regarding the status of the position.

13-16-3 The Department of Human Resources will be notified no later than thirty (30) days after the vacancy is posted if no candidate is selected. The Association will receive this information upon request.

13-17 Unassigned Teachers and Limited Term Assignments.

13-17-1 A non-probationary teacher who has been displaced from a mutual consent position and has not secured a mutual consent assignment is an unassigned teacher. The teacher will be placed in a limited-term assignment for one year or two hiring cycles, whichever is longer, while he/she is attempting to secure a mutual consent assignment. The Department of Human Resources or designee will notify unassigned teachers when an appropriate limited term assignment has been confirmed, and will provide basic details of the assignment. The district shall make every effort to place an unassigned teacher in a position for which they are qualified and which may be available for mutual consent.

13-17-2 A simple form to be signed by the principal and the teacher will be available to notify HR of intent to convert a temporary teaching assignment into a mutual consent position at any time during the year.

13-17-3 A non-probationary teacher who is in a limited-term assignment and is attempting to secure a mutual consent assignment may apply for and accept positions throughout the year.

- 13-17-4 A non-probationary teacher who does not secure a mutual consent assignment within 12 months or two hiring cycles, whichever is longer, shall be placed on unpaid leave without benefits until such time as he or she secures a mutual consent assignment.
- 13-17-5 If a probationary teacher, who was reduced, does not secure a mutual consent assignment for the following school year before June 1, the teacher will be non-renewed.
- 13-17-6 Probationary teachers reduced during the fall adjustment process may be placed, at District discretion, into temporary instructional support positions for the remainder of the year. Their contract shall be honored for the remainder of the school year.

Article 14 - Summer School and Evening School

- 14-1 **Summer School and Evening School.** Summer and evening school programs shall be provided flexibility of design and implementation following the guidelines set forth below.
 - 14-1-1 Staffing. The purpose of all staffing procedures is to find the most suitable candidates for the teaching positions needed to run the summer school.
 - 14-1-1-1 Summer school teaching positions shall be posted.
 - 14-1-1-2 Postings shall include the following basic components: descriptions of any teaching position that may be included in the summer school, and an explanation of the selection process.
 - 14-1-1-3 All teaching positions in summer school programs will be filled first by teachers currently in the District.
 - 14-1-2 Compensation. Teachers will be paid for summer and evening work as provided in Article 28.
- 14-2 Teachers applying for positions in the evening school at Emily Griffith Opportunity School shall make written application directly to the Emily Griffith Opportunity School. They shall be notified of action on their application. Qualified teachers in the District shall be given priority for interviews for positions in the evening school, except for adult vocational education classes. In filling such positions, consideration will be given to the teacher's area of competence, major and minor fields of study, quality of teaching performance, attendance record and the criteria specified in Article 13-8-6.

Article 15 - Teacher Facilities

- 15-1 Each school will have the following facilities:

- 15-1-1 Space in each classroom in which teachers may safely store instructional materials and supplies, provided that the District shall not be held to be the insurer of the teacher's personal belongings stored in such space. However, the reimbursement provisions of Article 16-2 are applicable.
- 15-1-2 A desk and chair for each teacher, except in unusual circumstances.
- 15-1-3 Well lighted and clean teacher restrooms.
- 15-2 Insofar as financially practicable, each school shall be provided with the following:
 - 15-2-1 A work room for teachers containing equipment and supplies to aid in the preparation of instructional materials.
 - 15-2-2 A furnished room to be used as a faculty lounge. Such room will be in addition to the aforementioned work room.
 - 15-2-3 Telephone service available to teachers which permits privacy of conversations.
 - 15-2-4 Space in the parking lot at each school will be reserved for teacher parking. When the District is unable to provide off-street parking for teachers, every effort will be made to provide reserved on-street parking as may be needed.
 - 15-2-5 Each teacher will be provided a place which may be locked to keep personal items. Such places may be in teachers' lounges or individual school rooms.
 - 15-2-6 Office space other than the faculty lounge for teachers whose classrooms are not available during the teachers' scheduled planning period.
 - 15-2-7 Office space for specialized services personnel which affords appropriate privacy to conduct conferences and testing.
- 15-3 When new schools are constructed, they will include teacher facilities of the nature noted above.
- 15-4 Every effort will be made to ensure that for instructional periods, teachers will be assigned to well-ventilated, heated, and properly lighted classrooms which meet applicable health and safety standards, and which allow for an appropriate amount of space to meet instructional needs.

Article 16 - Personal Injury Benefits and Property Damage

- 16-1 **Temporary Total Disability.**
 - 16-1-1 Teachers are covered by the District's Workers' Compensation program.

16-1-1-1 Teachers who have been injured on the job, within the course and scope of their employment, and are temporarily unable to perform their essential job functions, will be paid their full salary for up to four (4) months from their date of injury. Within the four (4) month period, teachers will either be taken off of work by their authorized treating physician or released to modified duty. The District has a commitment to all their teachers to provide modified duty. If the injured teacher is still unable to perform their essential job functions after the four (4) month period, they will be placed on Temporary Total Disability. This is paid by Workers' Compensation up to the statutory maximum. Teachers have the option to supplement their Temporary Total Disability with sick time that they have accrued. They will remain on Temporary Total Disability until released by the primary treating physician.

16-2 **Property Damage.**

16-2-1 The District shall assume no responsibility for damage to or loss of an employees' personal property with the following exception. In the event an employee was within the course and scope of employment on District premises and had clothing, wallet/purse, prescription eyeglasses, or personal electronic devices damaged, destroyed, or stolen as a result of mischief, vandalism, or other workplace hazard, the District shall reimburse the employee up to \$250.00 per incident. The District will not reimburse the employees for damage, destruction, or loss caused by the negligence (as defined by the insurance carrier) of the employee.

16-2-2 The District shall assume no responsibility for damage to employees' personal vehicles with the following exception. In the event an employee was within the course and scope of employment and had parked their personal vehicle on District premises, the District shall reimburse the employee for repair or replacement costs not to exceed \$250.00 per incident for damage to the vehicle sustained as the result of mischief or vandalism. The District will not reimburse employees for damage which resulted from the negligence (as defined by the insurance carrier) of the employee.

16-2-3 In order for the District to reimburse the teacher for losses as outlined in this Article, the teacher must file a claim by submitting both a written District property loss report and a police report. The District can investigate any or 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 during the term of this Agreement shall be Thirty Thousand Dollars (\$30,000.00). Completed claims will be reimbursed on a first come, first served basis.

16-3 **Legal Defense Costs and Judgments.** Consistent with Colorado law, C.R.S. § 24-10-110, the District pays legal defense costs and the costs of any legal judgment or settlement for a teacher/SSP if the teacher/SSP is sued for alleged injuries from any act or omission of the

teacher/SSP. This means that if a teacher/SSP is sued for an act or omission in the scope of his/her employment (e.g., for something that happened on the playground while the teacher was on duty), and the teacher was not acting “willfully or wantonly,” the District is required to provide the teacher/SSP with a lawyer to defend the claim free of charge to the teacher/SSP and to pay any settlements or judgments arising from the claim.

Article 17 - Assaults

17-1 Assaults Upon Teachers.

17-1-1 Any teacher who has suffered any assault in connection with the teacher's employment shall immediately make a written report of the circumstances thereof to the administrator in charge of the school or department. The assaulted teacher may file a complaint with the appropriate law enforcement agency against the offender. The administrator shall make all reports required by state law. In addition, any teacher who is assaulted must file a Workers' Compensation report of injury with the District within twenty-four (24) hours.

17-1-2 The Board shall adopt, after consultation with appropriate individuals and groups, a safe school plan for handling situations involving potential assaults on staff by adults and/or students. The plan shall include any statutory requirements concerning assault upon, disorderly conduct toward, harassment of, and making false accusations directed toward any teacher. This plan will be reviewed with the faculty by the principal at the beginning of each school year.

17-2 Teachers Accused of Assault.

17-2-1 A teacher accused of assault shall make written reports to the administrator in charge of the school or department, attaching copies of any summons, complaint, process, information, indictment, notice or demand served upon the teacher in connection with such assault within five (5) days after the teacher has been served therewith, and reporting the final disposition of any such proceeding.

17-2-2 Such reports will be forwarded to the District by the administrator and, in the event civil or criminal proceedings are brought against the teacher, the District will comply with any reasonable request by the teacher for such information in the District's possession not privileged by law or policy of the District and which is determined to be relevant to the incident reported.

17-2-3 If criminal or civil proceedings are brought against a teacher alleging that the teacher committed an assault in connection the teacher's employment, such teacher, after making the reports described in Article 17-2-1 above, may request District assistance in the preparation of the teacher's defense. Upon receipt of such request, the District will instruct its attorney to consult with the teacher's legal counsel and cooperate with such counsel in the preparation of the teacher's defense, insofar as the interests of the teacher and the District are not conflicting.

Article 18 - Student Discipline

Each school will develop a discipline plan that is consistent with the provisions of this Article and Board Policy JK and Board Policy JK-R and aligned to the District's commitment to restorative practices. Annually, the School Leadership Team (SLT) will collaborate with the principal on the design and implementation of a prevention, intervention and discipline plan. The principal shall submit the plan for review to the CSC and faculty at least annually to ensure its effectiveness. The plan will be presented to teachers and staff at the beginning of each school year in person.

- 18-1 The prevention, intervention, and discipline plan shall include:
1. Restorative practices with meaningful training and support for teachers made available.
 2. Identified Tier 1, Tier 2, and Tier 3 support components.
 3. Descriptions of roles and responsibilities of different staff members in enacting the plan.
- 18-2 In order to meet the unique needs of the school, the prevention, intervention, and discipline plan may include, but is not limited to:
1. Social-emotional training and equity support practices common at the school with training made available as needed. This could include referring to resources provided by the Student Equity and Opportunity Office.
 2. A designated "behavior specialist" if the school has a high degree of behavioral needs
 3. An advisement period that includes social-emotional training for students.
 4. A full-time staff member, or teacher leader, designated for training restorative support
- 18-3 The parties recognize that a classroom free of disruption is essential for learning. When a teacher judges it necessary to protect the instructional process, he or she may remove a disruptive student from class and refer the student to the administrator in charge or the administrator's designee. As soon as possible the teacher or school principal or designee will contact the parent or legal guardian and request a conference regarding the removal.
- 18-4 A behavior plan may be developed at this time, but must be developed after the second removal of the student from the class. The plan should be consistent with the building discipline plan. Conditions under which students will be returned to class after the first or second removal, including the time period which should expire before the student is returned, shall be part of the behavior plan if developed. Development of the plan is the responsibility of the school leadership after consulting with the teacher(s) and parent(s)/legal guardian(s). The student will not be returned to class until a conference has been held with the teacher, principal or designee and student.
- 18-4 Upon the third removal (with the exception of students with an active IEP), the student may be removed, consistent with the Board policy on student discipline, from the teacher's class for the remainder of the term. Whether the student will be in place in a different education setting, suspended or expelled, will be in accordance with Board policy and IDEA regulations.

- 18-4-1 In the discipline plan, which will be reviewed annually, the CSC will incorporate the requirements of C.R.S. 22-32-109.1 and Board policy concerning assault, disorderly conduct toward, harassment of, and making knowingly a false accusation of child abuse against a teacher.
- 18-4-2 In implementing the discipline plan a teacher shall be protected from civil or criminal liability as provided by C.R.S. 22-32-109.1(9).
- 18-4-3 If a principal has evidence a teacher is referring excessive number of students for disciplinary reasons, the principal shall review the classroom practices with the teacher and try to determine if a more preventive approach is possible through change in practice, or if the teacher would benefit from staff development. However, this concern shall not be utilized as a reason for returning a student to class who has been excluded by the teacher without the conference referred to above.
- 18-5 The Denver Public Schools believes that proper student conduct, reinforced by an effective prevention, intervention and discipline support plan, is essential to create and maintain a positive school climate necessary for learning. Denver Public Schools acknowledges the important role of an effective discipline plan and culturally-responsive restorative practices. In order to ensure the respect and safety of teachers, the District and the Denver Classroom Teachers Association acknowledge teacher rights relative to student discipline and the District set forth certain teacher rights in Board of Education policy. The discipline policy (JK and JK-R) was established in consultation with the Denver Classroom Teachers Association and any amendments or alterations of the policy will include collaboration from the Denver Classroom Teachers Association.

Article 19 - Personal Health Problems

- 19-1 Teachers who experience personal health problems such as alcoholism, drug abuse, depression, stress, or similar illness, and who voluntarily seek help for such problems, may be referred, through the Department of Human Resources, to the appropriate health agency or private physician, on a voluntary basis.
- 19-2 The District will make available, through the District's Employee Assistance Program (EAP), a comprehensive listing of self-help programs, mental health centers and other treatment facilities.
- 19-3 Confidentiality will be respected at all times by District employees.

Article 20 - Leaves of Absence

20-1 **Short Leaves of Absence.**

20-1-1 Sick Leave.

- 20-1-1-1 The District will allow ten (10) days of leave each year for teachers, which will accrue consistent with the DCTA workyear calendar and which may be used for the purpose of sick leave.
- 20-1-1-1-1 Each year, Teachers will begin with three days front-loaded to their sick balance. Regular accrual of sick days will begin on the fourth month of the Teacher's contract.
- 20-1-1-2 Sick leave is to be used for a teacher's own illness, illness of an immediate family member, or the death of a family member or friend.
- 20-1-1-3 Unused sick leave shall be accumulated from year to year.
- 20-1-1-4 The Sick Leave Bank will be continued under guidelines and procedures developed and administered by the Benefits Board approved by the District and the Association. Teachers shall be automatically enrolled in the Sick Leave Bank, but will have the opportunity to opt out annually. Starting in the 2018/19 school year, during the month of November, one (1) day will be taken from the available sick leave of the participating teacher and contributed to the Bank.
- 20-1-1-4-1 Teachers will not be required to draw down their personal days before they access the Sick Leave Bank.
- 20-1-1-5 Unused accumulated sick leave will be included in the Compensation for Unused Sick Leave Program of the District up to a total number of one hundred eighty-four (184) days. See Article 27-10.
- 20-1-1-6 Because of the changes in this Article on Short Leaves of Absence effective January 1, 1991, it is the policy of the District that any teacher who accumulated sick leave days in excess of one hundred and ninety (190) days prior to December 31, 1990, shall continue to be credited with such accumulation, and such accumulation will be eligible for and included in the sick leave annuity program of the District.
- 20-1-1-7 Selling Sick Leave. Under the provisions below, teachers shall be allowed to convert unused sick leave from any one year to cash payments.

- a. Only unused sick leave from the previous school year shall be eligible for conversion by an individual. Balances from prior years will not be eligible. Conversion will be allowed only if the teacher's sick day balance will be more than 10 days after the conversion. The calculation of the amount of sick leave that is eligible shall be made after any conversions from personal leave to sick leave have occurred. Conversions from personal leave to sick leave will occur no later than July 1.
- b. The conversion value shall be at the daily substitute teacher's rate as defined in the contract.
- c. The dollar limit on conversion for any teacher shall be 3/181 times his/her annual base salary.
- d. There is an overall limit on conversions equal to the 2002-03 base year expenditures for substitute teachers minus the expenditures for the year in question. Both expenditures from the substitute teacher pool and for substitutes paid from the Long-Term Leave pool shall be counted. The calculation shall include an adjustment to the base year for changes in the rate of substitute teacher pay subsequent to the base year.
- e. In the event that teacher requests for sick leave conversions exceed the limit in (d) above, the requests for conversion shall be prorated. Teachers will get a share of the available days proportional to their share of the requested days.
- f. Teachers shall file a request with the benefits office for conversion on or before June 1 or the end of school whichever is later of each year. The benefits office shall obtain the overall expenditure limit from the budget office and allocate amounts to each request in accord with the provisions above. The payments shall be made in the August paycheck. Teachers may elect to redirect the payment into a 403(b), a 457, or other approved plans subject to the rules of those plans.

20-1-2 Personal Leave.

20-1-2-1 Teachers will have up to four (4) days per year of personal leave.

20-1-2-2 It is intended that personal leave will be available only for reasons of hardship or other pressing or emergency need, and not merely for personal convenience. Unused personal leave will be accumulated from year to year as sick leave.

20-1-2-3 Personal leave may not be used to extend a period of school intermission or used in conjunction with the observance of a Federal Holiday.

20-1-3 Legal Proceedings Leave.

20-1-3-1 Teachers shall be granted leave time necessary to make appearances in any legal proceedings connected with the teacher's employment. The teacher shall be required to present the subpoena or summons to verify the teacher's need for absence.

20-1-4 Additional Leave Restrictions.

20-1-4-1 Use of personal leaves may be restricted or denied by the District when an adequate supply of substitute teachers is not available.

20-1-4-2 To maximize continuity of instruction, personal leaves will not be granted during the first four (4) or last four (4) weeks of the school year except for urgent, documented reasons.

20-1-4-3 Application for leave for purposes other than sick leave and Association Leave shall be submitted in the District's electronic substitute/guest teacher system at least five (5) working days in advance, except in case of emergency. For any days other than sick days, the substitute/guest teacher system will notify the principal and request approval/denial of the leave.

20-2 Medical Leaves of Absence

20-2-1 Certain teachers 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.

20-2-2 The District shall at the time of approving the teacher's request for such leave, give the teacher 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 the Employee Handbook for more information on district FMLA policy.

20-2-3 Maternity, Paternity and Adoption Leave. All teachers employed half-time or more will be (provided all eligibility requirements are met) granted maternity, paternity and/or adoption leave for up to one (1) year, without pay or increment, when requested in writing.

- 20-2-3-1 A request for maternity, paternity 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.
- 20-2-3-2 The teacher will remain as part of their school staff while on leave. To the extent the vacated position requires a replacement, it will be filled using a placeholder or a long-term substitute. In no case will the teacher's position with the district be held for more than one (1) year.
- 20-2-3-4 Within six months of ratification of this Agreement, the Association and District shall convene a joint committee with membership from multiple employee groups to explore creating paid parental leave. The committee shall report its recommendations not later than one year after the ratification of the Agreement.

20-2-4 Family Illness Leave. A leave of absence of up to one (1) year, without pay or increment, will be granted to teachers (provided all eligibility requirements are met) for the purpose of caring for a sick member of the teacher's immediate family, as defined under the Family and Medical Leave Act (FMLA), who is suffering from a serious medical condition. The teacher will remain as part of their school staff while on leave. To the extent the vacated position requires a replacement, it will be posted and filled using a placeholder or a long-term substitute for the remainder of the semester or school year. In no case will the teacher's position with the district be held for more than (one) 1 year.

20-2-5 Extended Personal Illness Leave. Any teacher who suffers from a serious medical condition and such condition extends beyond accumulated sick leave allowable, will be granted a leave (provided all eligibility requirements are met) of absence of up to one (1) year without pay or increment.

20-2-5-1 Request for such leave must be accompanied by a statement from an attending physician that such leave is medically necessary.

20-2-5-2 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.

20-2-5-3 The teacher will remain as part of their school staff while on leave. The vacated position will be filled using a placeholder or a long-term substitute. In no case will the teacher's position with the district be held for more than one (1) year.

20-3 Extended Personal Illness Leave and Coverage by Short and Long-Term Disability Insurance.

- 20-3-1 Short-term disability insurance is available to certain members of Colorado PERA. Certain rules & restrictions apply. See www.copera.org for more information.
- 20-3-2 Long-Term Disability is available through Denver Public Schools to a full-time contract employee or long-term substitute teacher assigned to a vacant position with an expected duration of at least 16 days.
- 20-3-3 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://thecommons.dpsk12.org/benefits> to review the Long term disability insurance handbook.
- 20-3-4 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 3 above. In no case will a teacher's position with the district be held for more than one (1) year.

20-4 **Non-Medical Leaves of Absence.**

Certain leaves for non-medical reasons are available to eligible employees upon request and approval from the Department of Human Resources.

20-4-1 Association Activities Leave. The District agrees that up to three (3) teachers designated by the Association may, upon request, be granted a leave of absence for the duration of their term, without pay, for the purpose of engaging in Association activities, local, state, or national.

- a. Upon return from such leave, a teacher will be considered as if actively employed by the District during the leave, and will be placed on the salary schedule at the level the teacher would have achieved if the teacher had remained actively employed during the period of absence.
- b. When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for up to one (1) full school year.

20-4-2 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 employees utilizing leave under USERRA:

- a. 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.

- b. These employees may use accrued vacation leave but are not required to do so.
- c. 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.
- d. 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.
- e. Questions regarding military leave policy, applicable state and federal laws and continuation of benefits should contact Human Resources. Additional information can also be found at:
<http://www.dol.gov/elaws/vets/userra/mainmenu.asp>

20-4-3 General Leave. General leave of absence may be granted to a non-probationary teacher without pay, increment, or benefits when such teacher identifies circumstances, which may require an extended absence from the District.

- a. A reasonable basis for general leave not covered by other leave of absence provisions must be provided during the time of application. Reasons for a general leave of absence could include the following:
 - Elective Office Leave
 - Travel, Study or Research Leave
 - Corporate Internship Leave
 - *Overseas Dependent Schools Leave: Upon return, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had remained actively employed during the period of absence.
 - ACTION Programs Leave (Peace Corps, Vista, etc.) Upon return from such leave, a teacher will be placed on the salary schedule at the level the teacher would have achieved had the teacher remained actively employed during the period of absence
- b. Applications for general leave of absence must be filed by the date established by the Department of Human Resources for making such application, except in case of extreme emergency.

- c. General leave of absence will be for one (1) semester or one (1) year. Return from such leave can be only at the beginning of a semester.
- d. The teacher will remain as part of their school staff while on leave. The vacated position will be filled using a placeholder or a long-term substitute for the remainder of the semester or school year. In no case will the teacher's position be held for more than one school year.

20-5 **Additional Extended Leave Conditions.** The following conditions shall apply to all extended leaves of absence:

- a. All requests for extended leaves of absence will be applied for and granted in writing through the Department of Human Resources.
- b. The time spent on extended leaves of absence shall not be counted towards the requisite probationary period for obtaining non-probationary teacher status.
- c. No combination of leaves of absence shall exceed one (1) year.
- d. Teachers shall continue to accrue seniority in the District while on approved extended leaves, except that seniority shall not accrue while a teacher is on general leave.
- e. Except to the extent required pursuant to the Family and Medical Leave Act (FMLA), employee benefits will not be provided to a teacher while on an unpaid extended leave of absence.

Article 21 - Association Rights

21-1 The Board recognizes the Association as the official organization to represent teachers.

21-1-1 The District will grant a leave of absence in one-year increments to the President of the Association during the President's term in office. On an annual basis, the Association shall remit to the District the amount commensurate with salary and benefit costs of employing a replacement teacher. The President shall continue to receive full salary, benefits and all other entitlements while on such leave. At the conclusion of the term of office, the President shall have the same return to duty rights as stated in Article 20.

21-1-2 The Association President or their designee may visit schools for a specific purpose after notification to the office of the principal about the general purpose of the visit.

21-1-3 Teacher organizations may utilize school facilities for meetings before or after the school day by making advance arrangements through the Office of Facility Use and pursuant to the same conditions as other Community organizations. Teacher organizations do not have to pay for the use of the building before or after school hours if they furnish their own security and janitorial services.

21-1-4 The Association has the right to place notices, circulars, and other material on designated bulletin boards and in teachers' mailboxes.

- a. Such notices, etc. must be consistent with applicable legal guidelines and Board policy.
- b. An information copy of distributed notices, circulars, and other material shall be provided to the principal at the time of posting or distribution.

21-1-5 The Association has the right to use the school mail.

21-1-6 The Association has the right to have an Association Representative at each school. The Association Representative shall have the right to carry on Association business when it does not interfere with his or her normal teaching responsibilities.

21-1-7 On the first business day of August and September, the District shall provide to the Association a list of all new hires and transfers, including the name, current address, District e-mail address, and phone number.

21-2 The District agrees to deduct from teachers' salaries an amount to cover dues for the Association, the Colorado Education Association (CEA) and the National Education Association (NEA), and to transmit the amount so authorized to the Treasurer of the Association.

21-3 **Active Membership.** At any time, employees in the bargaining unit wishing to become members of the Association may authorize such deduction by filing with the District through the office of the Association, a signed and dated Denver Classroom Teachers Association Salary Deduction Authorization Form authorizing the District to deduct from the monthly earnings of each bargaining unit employee 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 or organizations specified in Article 21-2 above, unless that employee has revoked membership using the process outlined below.

Such form shall include a waiver of all right and claim against the Board, the District, and the officers and agents thereof, for moneys deducted and remitted in accordance with the above paragraph; said deductions and remittances shall continue from year to year, unless teachers notify the District through the Association office and on an appropriate form, that they desire to discontinue or to change such authorization. It will be possible to revoke the dues deductions only during November 1 through November 15 of each school year. Only Association revocation forms will be honored by the District. Once a revocation form has been signed and properly processed, no further action is necessary on the part of the employee to terminate deduction of the membership dues.

21-3-1 Employees who have revoked membership may, at any time, become members of the Association by filing with the District through the office of

the Association, a signed and dated Denver Classroom Teachers Association Salary Deduction Authorization From authorizing the District to deduct from their monthly earnings and to remit the Treasurer of the Association, an amount equal to one-twelfth (1/12) of the dues required for membership in the organization or organizations specified in Article 21-2 above.

21-3-2 When Association members have no earnings due them for the month, or do not have sufficient earnings after all other deductions and/or withholdings to cover any part of the deductions, then no deductions (or a partial deduction) will be made for those teachers for that month. Any Association member who resigns from the District after May 31 will have the full remaining balance of annual dues (through August 31) deducted from his or her last salary check, with the exception of those members who retire from the District.

21-3-3 The Association agrees to hold the District harmless from any action growing out of those deductions and commenced by any teacher against the Board or the District, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the treasurer of the Association.

21-3-4 A service charge of five cents (\$0.05) per month per individual teacher authorization shall be retained by the District to help defray costs of making such deduction.

21-3-5 Upon issuance of any employment contract to any member of the Association bargaining unit, the District will provide the new employee with a copy of the Agreement and information concerning responsibilities identified under this Article.

21-4 **Association Leave.** The Association shall be entitled to one hundred fifty (150) full days per year for conducting business and/or joint District/Association projects and committee assignments. The Association shall reimburse the District at the daily substitute rate of pay for each day in excess of one hundred fifty (150), up to a combined total of two hundred fifty (250) days.

Article 22 - Job Sharing and Half-Time

22-1 Job sharing, or converting from a full-time employee to a half-time employee, may be requested by regularly assigned full-time equivalent teachers who wish to work only half-time. Procedures for assignment to a job sharing or half-time position will be available upon request from the Department of Human Resources.

22-1-1 Application for a job sharing or half-time position must be made in writing to the Department of Human Resources by the published date.

22-1-2 Teachers wishing to job share must find another teacher who also wishes to job share.

22-1-3 Job share and half-time assignments, when possible, shall be for one (1) year at a time.

22-1-4 Salary, benefits, accrued service and other employment entitlements shall be half their usual value, as applicable.

22-1-5 To be effective, the job sharing or half-time assignments must be approved by the CSC at the school to which the teachers are assigned.

22-2 Teachers will be notified of placement during the teacher staffing process.

Article 23 - Professional Behavior

23-1 Teachers are expected to comply with rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the express provisions of this Agreement, except that a teacher may refuse to carry out an order which reasonably threatens the teacher's physical safety.

23-2 Teachers are expected to use appropriate channels of communication for comments, suggestions, grievances and other professional matters. Such channels include normal administrative channels, the grievance procedure, CSC, teacher organization representatives, and negotiations. No reprisals may be taken against teachers, CSC, SLT and Personnel Committee members due to the exercise of the responsibilities of these positions.

23-3 The District affirms the principles that teachers have the full rights and responsibilities of citizenship and that a teacher's private life and activities are not an appropriate concern of the District, except to the extent that they detract from the effective accomplishment of the teacher's professional duties or are grounds for dismissal under Colorado statutes.

23-3-1 Teachers have the right, except as otherwise provided by law, to engage in political activity, to campaign on behalf of candidates for public office, and to themselves seek, campaign for, and hold public office. However, these activities must be conducted outside school hours and must not interfere with the effective accomplishment of the teacher's professional duties.

23-4 The District and the Association affirm the importance of good staff morale to the instructional and operational programs of a school. Teachers and administrators are expected to exhibit positive attitudes and professional behavior that will maintain and enhance good staff morale.

23-5 The Board, teachers, and administrators encourage one another to exemplify the highest standards of personal and professional excellence and to become outstanding role models for all students.

- 23-6 Every teacher and administrator is expected to exhibit sensitivity to ethnic-minority persons and to promote the success of students from multi-cultural/multi-ethnic backgrounds.
- 23-7 Every Teacher and administrator is expected to treat all members of the school community with dignity and respect regardless of sexual orientation, gender identity, or transgender status. Students and staff have the right to be addressed by their preferred pronouns, and no teacher or administrator shall knowingly refuse to address a student or staff member by their preferred pronoun.
- 23-8 Any alleged abuses of principal authority in the Personnel Committee or SLT process shall be reported to the Association or Instructional Superintendent or designee. The Association and Instructional Superintendent or designee will review and address these allegations.

Article 24 - Controversial Issues in the Classroom

- 24-1 Controversial issues are defined as those problems, subjects, or questions about which there are significant differences of opinion, for which there are no easy resolutions, and discussions of which generally create strong feelings among people.
- 24-1-1 Although there may be disagreements over what the facts are and what they mean, subjects usually become controversial issues because of differences in the values people use in applying the facts.
- 24-1-2 Controversy is inherent in the democratic way of life. It is essential therefore, that the study and discussion of controversial issues have an important place in education for citizenship in a free society. Students develop into free citizens with informed loyalty to democracy only through the process of examining evidence, facts, and differing viewpoints; through the exercise of freedom of thought and moral choice; and through the making of responsible decisions. These procedures are characteristic of, and essential to, a free society.
- 24-2 Teachers have the right and responsibility to teach about controversial issues.
- 24-2-1 Teachers have the responsibility to select issues for study and discussion which contribute to the attainment of course objectives, and to make available to students materials concerning the various aspects of the issues.
- 24-2-2 Teachers have the obligation to be as objective as possible and to present fairly the several sides of an issue.
- 24-2-3 Although teachers have the right to express their own viewpoints and opinions, they do not have the right to unduly influence or indoctrinate students to their own views.
- 24-3 Students have the right and need, under competent guidance and instruction, to study issues appropriate to their interests, experiences and abilities. They must have access to relevant information, and they have the obligation to examine carefully all sides of an issue.

Students have the right to form and express their own opinions without jeopardizing their positions in the classroom or in the school.

24-4 **Academic Freedom.**

24-4-1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of the respect for the Constitution.

24-4-2 Freedom of individual conscience, association and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society as set forth in the Constitutions of the United States and of the State of Colorado.

24-4-3 The final responsibility in the determination of the above rests by law with the Board.

Article 25 - Substitute Teachers

25-1 **Adequate Numbers of Substitute Teachers.** The District agrees to maintain a list of qualified persons sufficient to serve as substitutes for regular teachers who may be absent on any given work day. The District will continue to work toward increasing its fill rate for substitutes in order to protect teachers' planning time and decrease the requirements for teachers to cover other classrooms. Principals should endeavor to respect reasonable requests from teachers when they cannot cover a classroom or assignment on a particular day. If, however, no other alternative is available and the teacher must cover the class or assignment, the principal will work with the teacher to address the challenge created by the assignment. Retired teachers from DPS may request to be placed on the list of substitutes.

Article 26 - Benefits Allowance and Benefits Programs

26-1 **Benefits Allowance.** The District shall provide an HMO plan option for at least the first three years of this Agreement. The District shall provide teachers with a benefits allowance as a part of their total compensation package, consistent with the conditions in 26-1-1. The purpose of the benefits allowance is to provide teachers with a portion of total compensation that can be used to purchase benefits choices selected by the Benefits Board and contracted for by the Board of Education. The long-term goal of the District and the Association is to provide teachers with a benefits allowance that plays a significant role in enhancing the District's competitive position in attracting and retaining teachers.

26-1-1 The District shall provide all teachers based on FTE on a pro-rate basis with a benefits allowance of \$422.17 per month. Teachers working less than full time will receive the benefits allowance pro rated by their full time equivalency (FTE). Effective July 1, 2018 all new employees to the bargaining unit must purchase one of the District's major medical plans in order to be eligible to receive a benefits

allowance. Any savings resulting from this change to the benefits allowance structure that starts in 2018 will be applied to reduce future health insurance and other benefit costs. Using these savings, beginning with the benefits year starting July 1, 2018, the District will decrease the premiums for Employee Plus Children and Family coverage by at least \$1200 annually (\$100/month) on top of the \$750 a year (\$62.50/month) that the District is currently subsidizing these premiums. Therefore, the total subsidy for these plans will be at least \$1950 annually.

26-2 **Governance and Administration of Benefits Programs.** A Benefits Board will administer and govern the group health and life insurance programs, disability insurance programs, tax sheltered annuities, flexible-spending accounts, and guidelines for using the benefits allowance.

26-2-1 The Benefits Board will be responsible for any and all benefits programs assigned to it by this contract, and shall make every effort to provide programs in the best interest of both the District and its employees. The Benefits Board is charged with containing the cost of health insurance premiums through cooperative efforts, education of employees, and consultation with actuaries and health care provider programs.

26-2-2 **Composition.** The Benefits Board will be composed of four (4) representatives of the District, four (4) representatives of the DCTA, and representatives elected from the following groups:

- Denver Association of Educational Office Professionals (1 vote)
- Communication Workers of America (1 vote)
- Denver Federation of Paraprofessionals (2 votes)
- Denver Federal Paraprofessionals and Nutrition Service Employees (1 vote)
- Facility Managers Association (1 vote)
- Amalgamated Transit Union, Local 1563 (1 vote)
- Vocational Teachers Federation of Denver, Local 203 (1 vote)
- DPS Association of Building and Grounds Personnel (1 vote)
- Denver Association of School Administrators (1 vote)

- Colorado Federation of School Safety Professionals (1 vote)

26-2-3 **Operating Rules.** The Benefits Board shall jointly adopt rules pertaining to their operation. Such rules shall be a matter of public record and shall not conflict with this Agreement in any way.

26-2-3-1 The Benefits Board shall develop procedures for election of its members. Individuals elected to this position shall serve a three-year term. Elections should take place in December.

26-2-3-2 Quorum. Not less than ten (10) representatives shall constitute a quorum for the conduct of business. Notification shall be given to all members of the Benefits Board of the dates, times, and places of its meetings at least two (2) weeks in advance.

26-2-3-3 Consensus. At each meeting where decisions must be made by the Benefits Board, an attempt shall be made to achieve consensus of all voting members. If consensus cannot be achieved, the matter shall be referred to the Superintendent to decide.

26-2-4 Subcommittee on Tax Sheltered Annuities. Tax Sheltered Annuity (TSA) products offered by the District shall have the approval of the Benefits Board's Subcommittee, which includes the Manager of Employee Benefits. The District shall contract an outside firm to conduct an annual analysis of all current TSA products and products from companies seeking approval. The results of the analysis shall be made available to all teachers.

26-3 **Group Life Insurance and Long Term Disability Program**. The present group life insurance program of the District will be continued for teachers and the District will pay the full cost of premiums for teachers, including group long-term disability insurance.

26-4 **Liability Insurance Program**. Liability insurance coverage shall be provided to each teacher and costs of such coverage shall be paid by the District. The terms and conditions of such coverage shall be provided to the Association.

26-5 The District shall provide an IRS 125 plan to allow pre-tax deductions such as flexible spending accounts for child care, care of the elderly, health care reimbursement accounts, and dependent insurance including health, dental and vision coverages.

Article 27 - Other Benefits Provided to Teachers and SSPs

27-1 **Compensation of Newly Hired Teachers**. Teachers newly hired by the District will be paid for up to thirty (30) hours of orientation days under Article 8-1-1. Such payment will be based on the teacher in-service education rate.

27-1-1 The District shall seek advice from the Association in the development of new teacher pre-service, induction and in-service programs.

27-1-2 All teachers required to participate in the Induction Program will be paid at the in-service rate specified in the hourly and daily rates schedule.

27-2 **Incentives for National Board Certification**.

27-2-1 The District will support up to five (5) candidates for National Board Certification with a grant of \$1,000 each. The Association will support up to five (5) candidates

for National Board Certification who are members of the Association with a grant of \$500 each.

- 27-3 **Compensation for Unused Sick Leave.** The Sick Leave Annuity Plan begun for teachers in 1980 will be continued unless modified pursuant to Article 6. Effective September 1, 1994, each teacher electing retirement will be provided compensation for accumulated sick leave days as follows:
- 27-3-1 When the teacher has met the requirements for retirement in the District, that teacher shall be eligible for compensation for accumulated sick leave.
- 27-3-2 A maximum payment of Fourteen Thousand Dollars (\$14,000) will be made by the District for teachers who have accumulated one (1) year or more of unused sick leave upon retirement.
- 27-3-3 The payment of Fourteen Thousand Dollars (\$14,000) shall be reduced by 1/184 for each day less than an accumulation of one hundred eighty-four (184) days.
- 27-3-4 Prior Accumulation. Because of the changes in short leaves and in recognition of sick leave that was accumulated prior to December 31, 1990, any teacher who accumulated sick leave days in excess of one hundred eighty-four (184) 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 1/184 of Fourteen Thousand Dollars (\$14,000) for each day, provided the teacher is otherwise eligible to participate in the Plan.
- 27-3-5 Payment Options. Upon retirement, teachers may choose one of four options for payment of their compensation for unused sick leave, subject to provisions of the IRS code:
- Single sum payment;
 - Payment in equal thirds over a three year consecutive period beginning with the first year of retirement;
 - Deferring the unused sick leave payout into a 403(b) plan, 401(k) plan or other approved plan;
 - Placement of the unused sick leave amount into a 503(c)(9) trust to subsidize future health insurance costs for the employee.
- 27-3-5-1 The District and the Association shall coordinate efforts to communicate information with respect to payment options to teachers.

27-3-5-2 Simple Trust. By January 1, 2004, the District and the Association shall establish a Simple Trust for the purpose of holding jointly managed fund contributions. A board composed of two (2) teachers from the Benefits Board appointed by the DCTA President, and two (2) administrators from the Benefits Board appointed by the Superintendent, shall govern the trust.

27-4 **Teacher Education Fund.** The Teacher Education Fund of Three Hundred Thousand Dollars (\$300,000) will be continued unless modified pursuant to Article 6. The fund will operate as a trust fund and the interest will be available for teachers to further their education, consistent with District objectives. The guidelines for application and awarding scholarships will be developed by a joint committee with equal representation from the Association and appointments by the Superintendent, and the guidelines will be sent to the Superintendent for final approval.

27-4-1 Teachers will only be reimbursed for courses relevant to the District's educational mission, including preparation and/or assessments associated with meeting the standards of a highly qualified teacher under No Child Left Behind. The committee will include in its guidelines standards of relevancy for reimbursement.

27-4-2 The District will provide clerical support to implement the committee's decisions. Such clerical support will not exceed twenty (20) hours per month.

27-5 **Transportation Allowance.**

27-5-1 Teachers whose duties require travel between two (2) or more schools shall be reimbursed at the IRS standard mileage rate for the use of their automobile.

27-5-2 Teachers authorized transportation allowance are required to carry bodily injury automobile liability insurance in accordance with state law. An up-to-date proof of insurance must be provided to the approving supervisor in order to be eligible for this program.

27-5-3 The District agrees to add teachers to its automobile liability insurance coverage when these teachers are required to transport students as part of the course and scope of employment. The District will add these teachers by job description or name. Proof of underlying insurance is required from each authorized teacher at the level of One Hundred Thousand Dollars (\$100,000)/person, Three Hundred Thousand Dollars (\$300,000)/occurrence and Fifty Thousand Dollars (\$50,000)/property. Each authorized teacher will receive a thirty-dollar (\$30.00) stipend per month in addition to mileage.

27-5-4 Teachers authorized transportation allowance but not owning or driving an automobile are reimbursed for actual bus fare expenditures.

27-6 **Early Notification of Retirement.** Any teacher who is eligible for retirement benefits and submits a retirement request effective the end of the school year for action by the Board at its April legislative meeting shall be eligible for a severance pay stipend of One Thousand, Two Hundred Dollars (\$1,200.00) payable at the time of retirement. The application deadline is February 1. The Association and District may mutually agree to extend this date in extenuating circumstances.

27-7 The District will provide to DCTA, prior to the start of negotiations, an accounting of vacancy/turnover savings as used in the budget estimates according to a methodology agreed to by the District and DCTA.

Article 28 - Extra Duty Compensation

28-1 In accordance with the provisions for work week and work year found in Articles 8-1 and 8-2, any time a teacher agrees to perform work for the District beyond the work week or work year, that teacher will be compensated as described in this Article.

28-2 **Hourly and Daily Rates.** The District will pay the hourly and daily rates in the negotiated schedule that can be accessed [here](#) or on the DPS Employee Associations website. All rates will increase consistent with the Financial Agreement.

28-2-1 Principals have the right to ask other teachers and appropriate personnel to supervise activities for compensation if they are unable to secure enough teachers from their own building.

28-3 **Activity Salaries.** The District will pay the activity salaries in the negotiated schedule that can be accessed [here](#) or on the DPS Employee Associations website. All rates will increase consistent with the Financial Agreement.

28-3-1

Schedule 1: Forensics Director (Senior High), Band Director (Senior High), Choir Director (Senior High), Dramatics Director, Dance Director, Cheerleading Director

Schedule 2: Head Football, Head Basketball, Head Wrestling, Head Volleyball

Schedule 3: Head Baseball, Head Softball, Head Track

Schedule 4: Head Girls Golf, Head Girls Tennis, Head Swimming, Head Cross Country, Head Gymnastics, Head Soccer, Assistant Basketball, Assistant Football,

Assistant Wrestling, Head Field Hockey, Head Lacrosse, Assistant Volleyball

Schedule 5: Assistant Baseball, Assistant Softball, Assistant Track, Assistant Swimming, Assistant Gymnastics, Assistant Soccer, Assistant Field Hockey, Assistant Lacrosse, Head Boys Golf, Head Boys Tennis

Schedule 6: Assistant Boys Golf, Assistant Boys Tennis

Schedule 7: Elementary and Middle School Vocal and Instrumental Music Directors (3 concerts/year), and Elementary, Middle and High School Art Teachers (3 shows/year)

Schedule 8: Middle School Dramatics Director (2 plays/year) (cont'd.)

Schedule 9: Middle School Forensics Director (3 meets/year)

Schedule 10: Denver School of the Arts and Kunsmiller School of the Arts performing arts, music, and design technology arts staff, stipends

Schedule 11: Building Instructional Coaches

Schedule 12: JROTC Instructors

28-3-2 When a teacher moves from an assistant coach to a head coach in the same sport, the following season the teacher shall be advanced to the same step on the new schedule.

28-3-3 Every year teachers shall be granted one step for each year of experience in the same activity.

28-3-4 Teachers newly hired to head coach positions from head coach positions outside the District after August 31, 2000 shall be granted one-year experience for each year of outside experience. Teachers newly hired to head coach positions from assistant coach positions outside the District shall be granted one-year experience for each two years outside experience.

28-4 **Representation on Athletic Board of Control.** The DPS Coaches Association shall name one representative to the District Athletic Board of Control; such representative is to be a voting member of said Board.

28-5 **Calendar of Activities.** Principals, after consulting with the SLT, should establish the school calendar of extra-curricular activities and should determine which activities will be held and how many persons are necessary to perform such functions. It shall be the function of the CSC and the principal to determine the fund dispersal resulting from the allocations under this Article.

28-6 **Paid Class Coverage.** The Board agrees to pay teachers directed to cover assignments for other teachers.

28-6-1 The amount paid the teacher or teachers covering the assignment would be prorated at the Hourly Teacher rate.

28-6-2 The teacher's school day may be extended the appropriate amount of time.

Article 29 – Specialized Service Providers and Whole Child Supports

The District and the Association recognize the valuable contribution that Specialized Service Providers (SSPs) bring to our schools and to improving student achievement. Therefore, the Board and the Association are committed to providing schools with both multidisciplinary teams and staffing ratios that lead the Denver metropolitan area.

29-1 Whole Child Supports

29-1-1 The District and the Association also affirm their commitment to the education of the “Whole Child.” It is understood by both parties that the social and emotional growth of our students is of critical importance to achieving the success of our students, in the classroom and in life, and that the Whole Child must be considered in every regard. Toward that end, the 2016 Whole Child Mill Levy dollars will be used to support the socially and emotionally intelligent component of the Whole Child definition.

29-1-2 Whole Child Mill Levy dollars can be used by schools to add School Social Workers, School Psychologists, School Nurses, or Restorative Practices Coordinators, to expand mental health services, evidence-based social emotional learning curriculum and instruction, programs focused on building a school climate that fosters positive social-emotional outcomes, or a combination of these varying types of support.

29-1-3 The District and the Association will jointly convene a Whole Child Task Force charged with determining and documenting best practices in:

- usage of Whole Child Mill Levy funds,
- school schedules that provide appropriate access to physical activity and electives,
- social and emotional learning and
- mental and physical health and nutrition
- equitable access to technology
- providing family life and sexual education classes

The Whole Child Task Force will annually determine areas of focus for the year, objectives and meeting cadence at the beginning of each school year. The Whole

Child Task Force will report regularly to the DCTA president and Superintendent on their progress and recommendations on possible changes to Board Policy and/or District practice.

The Task Force shall be comprised of 15 members: Five (5) appointed by the District, five (5) appointed by the Association, and five (5) members of the community jointly appointed by the Association and the District.

29-2 **Employment of SSPs.**

29-2-1 Hiring

29-2-1-1 Positions posted for SSPs shall indicate whether the position is school-based or centrally-based.

29-2-2 Reductions

29-2-2-1 Centrally-based SSPs:

29-2-2-1-1 The department head selects an interview panel that will consist of a minimum of one department supervisor and one individual endorsed in the area of reduction but who is not impacted by the reduction.

29-2-2-1-2 The interview panel will agree upon interview criteria that will enable them to retain the best candidates for the available positions.

29-2-2-1-3 The interview panel will attempt to reach consensus on the candidate most suitable to be reduced. If the interview panel is unable to reach consensus, the department head will decide which candidate(s) will be reduced.

29-2-2-2 School-based SSPs: This process is the same as the process followed for teachers under Article 13 of the Agreement.

29-2-2-3 SSPs who are reduced will be notified that they should apply for new positions in the District. If an SSP is not hired into a new position prior to the conclusion of the current position, the SSP will not be continued into the subsequent school year, but will be immediately eligible for rehire.

29-3 **Contracts and Dismissal Protections.**

29-3-1 SSPs will receive annual contracts and any termination during those annual contracts shall only be for just cause.

29-3-2 After an SSP has completed three years of satisfactory or effective performance, the SSP shall be entitled to a hearing with an impartial hearing officer if he/she is recommended for dismissal, consistent with the procedures provided in Board Policy GDQD and GDQD-R.

29-4 **SSP Evaluations.**

29-4-1 SSPs will be evaluated annually under the SSP Growth and Performance System “SSP GPS.”

29-4-2 The SSP GPS will follow written and published procedures available to all SSPs.

29-4-3 A failure to follow any of the written procedures is grievable up to Level 2.

29-5 **Collaboration.**

29-5-1 Department Leadership Team-

29-5-1-1 Each functional area within the Student Equity and Opportunity will have a Department Leadership Team (DLT). Functional areas are defined as: Deaf and Hard of Hearing (DHH), School Counseling, School Psychology/School Social Work, School Occupational Therapy/Physical Therapy, School Speech language Pathology, School Nursing, and Vision/Orientation and Mobility Specialists.

29-5-1-2 The DLT will be comprised of the functional director and/or manager/supervisor, the functional area association representative, a SSP appointed by the functional director and/or manager, and a minimum of three representatives elected annually by secret ballot vote of the SSP’s in the functional areas. The DLT will seek to operate in an environment marked by mutual support and respect.

29-5-1-3 The role of the DLT will be to:

- Collaborate with Student Equity and Opportunity Leadership around identifying best practices of service delivery the respective functional area.
- Review and collaborate with Student Equity and Opportunity Leadership around the processes for hiring, assignment, transfer, and workload expectations including assignments less than five days.
- Review and collaborate with Student Equity and Opportunity Leadership regarding professional development plans for their respective functional area.

Article 30: Professional Compensation System for Teachers and SSPs (Beginning August 1, 2019)

30-1 **Salary Setting.** Base salary will be based on years of service (“steps”) as well as education level, longevity, and advanced license/national board (“lanes”), consistent with the following Salary Schedule, which shall increase consistent with the parties’ Financial Agreement:

Step/Lane	BA	BA+18	BA+36/MA	MA+18	MA+36	MA+54	Doctorate
1	45,800	47,824	50,343	53,091	55,839	58,587	61,335
2	46,869	49,499	52,018	54,831	57,579	60,327	63,344
3	48,434	51,175	53,694	56,572	59,320	62,068	65,353
4	49,998	52,850	55,369	58,312	61,060	63,808	67,362
5	51,563	54,525	57,044	60,053	62,801	65,549	69,371
6	53,127	56,201	58,720	61,793	64,541	67,289	71,380
7	54,692	57,876	60,395	63,534	66,282	69,030	73,389
8	56,256	59,551	62,070	65,274	68,022	70,770	75,398
9	57,820	61,227	63,746	67,014	69,762	72,510	77,407
10	59,385	62,902	65,421	68,755	71,503	74,251	79,416
11	60,949	64,577	67,096	70,495	73,243	75,991	81,424
12	62,514	66,252	68,771	72,236	74,984	77,732	83,433
13	64,078	67,928	70,447	73,976	76,724	79,472	85,442
14	65,642	69,603	72,122	75,716	78,464	81,212	87,451
15	67,207	71,278	73,797	77,457	80,205	82,953	89,460
16	68,771	72,954	75,473	79,197	81,945	84,693	91,469
17	70,336	74,629	77,148	80,938	83,686	86,434	93,478
18	71,900	76,304	78,823	82,678	85,426	88,174	95,487
19	73,465	77,980	80,499	84,419	87,167	89,915	97,496
20	75,029	79,655	82,174	86,159	88,907	91,655	100,000

30-1-1 For new employees, a maximum of ten years of experience will be credited.

30-1-2 SSPs that require a Masters of less than fifty-four (54) credits will be placed in the MA lane. An SSP whose position requires a Masters of fifty-four (54) or more credits will be placed in the MA+18 lane.

30-2 **Vertical Movement down the Salary Schedule.**

30-2-1 **Professional Evaluation Step.** Effective August 1 of each year, a Teacher/SSP is eligible to advance one step, consistent with the Salary Schedule, if they receive an approaching or better rating on their end-of-year evaluation rating in the previous year.

30-3 **Horizontal Movement across the Salary Schedule.**

30-3-1 **Longevity.** Ten years of service in the DCTA bargaining unit (i.e. classified as a Teacher, SSP, TOSA, Peer Observer, or JROTC) within the last fifteen years (“Longevity”) equals one lane change with a cap at Lane MA+54. If a

Teacher/SSP is in MA+54 or the Doctorate lane and not able to use the Longevity lane change, the Teacher/SSP will receive a base increase of \$2,000. Longevity can only be used for lane movement or the \$2,000 base increase once in a career. It is calculated as one lane movement to the right of the lane that corresponds to the educator's education/credit accrual.

Example: teachers comes to DPS and is placed in the BA+36/MA lane because she has a Masters; she then gets her National Board certification and moves to MA+18 lane (one lane to the right of her education/credit accrual level); then she earns Longevity and moves to the MA+36 lane; then she earns 18 credits (PDU and/or post-college), she moves to the MA+54 lane because her education level is MA+18 and she has two qualifying lane changes through the National Board and Longevity.

30-3-2 Advanced License/National Board. Obtaining an Advanced License or National Board Certification equals one lane change with a cap at Lane MA+54. If a Teacher/SSP is in the MA+54 or Doctorate lanes, they will receive a base increase of \$2,000. A lane change based on an Advanced License/National Board or the \$2,000 base increase can only be earned once in a career. It is calculated as one lane movement to the right of the lane that corresponds to the educator's education/credit accrual. See example above in 30-3-1.

30-3-2-1 DPS and DCTA will collaborate on a comparative analysis of SSP salaries and incentives in order to make recommendations to the Implementation Team on potential changes to the rules regarding advanced licensure movement and/or the hard-to-fill incentive for these positions prior to the end of the 2018-19 school year.

30-3-3 Professional Development Units, ELA Credit, and University Credits.

30-3-3-1 Credits for salary advancement may be obtained from:

- University credits, which must come from a regionally accredited university or college program earned post-BA in a birth through twenty-one (21) content or focus area. University credits must have been completed after the Educator's most recent and highest degree was conferred.
- Professional Development Units ("PDUs").
- District-sponsored PDUs provided by external providers.
- Continuing Education Units ("CEUs") approved by District in accordance with professional affiliations/associations for PDU credits. The Implementation Team will approve the guidelines for CEU-based PDU credits.
- Participants in required DPS ELA courses will earn DPS credit and/or graduate credit that can be used for lane movement. DPS credit (15 contact hours is the equivalent of 1 credit) is available for all ELA

required classes; university credit (paid for by DPS) is available for certain courses. Participants cannot earn both DPS credit and university credit for the same class. Teachers can begin acquiring DPS credit starting in the spring semester of the 2018-19 school year for ELA classes completed.

- Salary advancement may consist of a combination of post-BA university credits as well as DPS credits. College or university credit must be from a DPS approved institution of higher learning and applicable to the employee's current or future teaching/role or related educational field.

30-3-3-2 Movement earned through credit (university or PDU) past the BA+36/MA lane requires a Masters. Movement into the Doctorate lane requires a Doctorate.

30-3-3-3 Professional Development Units.

30-3-3-3-1 A PDU is differentiated, action research learning with application to practice designed to support teachers and SSPs to improve or acquire skills focused on topics of student need, including closing the opportunity gap.

30-3-3-3-2 PDUs have three components – Study, Demonstration, and Reflection, with a course of study of at least 45 hours for three credits. The approved PDU proposal will document how the time will be allocated based on the PDU guidelines.

30-3-3-3-3 As documented in the approved PDU proposal, the 45 hours will include:

- Time in instruction and/or participation in a learning cohort outside the school day
- Time to read and study; and
- Time to reflect and apply learnings.

30-3-3-3-4 The author of the PDU proposal will determine and map out the allocation of the 45 hours.

30-3-3-3-5 Participants will not need to submit additional documentation of their hours of work; the approved PDU completion will be adequate to apply for the lane change.

30-3-3-3-6 As with a college course, participants will earn the three credits upon facilitator acknowledgment of completion.

- 30-3-3-3-7 Some courses of study might be offered for a PDU or university credit. In these cases, participants need to choose either the PDU or the university credit, not both.
- 30-3-3-3-8 Teachers and SSPs can complete up to two PDUs per year.
- 30-3-3-3-9 All applications for PDUs must be submitted according to established guidelines. The Implementation Team will approve the guidelines by consensus.
- 30-3-3-3-10 PDUs will be approved and managed by designated district leader on professional development.
- 30-3-3-3-11 Employees who are not eligible to move a lane receive a \$1000 payment for every PDU earned (BA+36 without a Masters, MA+54, and Doctorate).
- 30-3-3-3-12 Teachers and SSPs that facilitate PDUs will be paid a flat \$1500 stipend per PDU.
- 30-3-3-3-13 Required professional development will follow this Agreement and is not eligible for PDUs, with the exception of district required ELA courses discussed above.

30-3-4 It is the employee's responsibility to initiate a request for horizontal increases in salary due to additional hours of training credit. Credit submitted and resulting in horizontal movement will be effective no later than 30 days following submission and approval of the official transcript.

30-4 **Incentives:**

30-4-1 **Distinguished Schools**

30-4-1-1 Each year, the bargaining unit members in up to ten (10) schools may receive the Distinguished Schools Incentive for their work around the whole child. Those schools shall be awarded this \$750 non-base building incentive based upon a process created by the Implementation Team. The ten (10) schools must include a variety of student populations and regions from ECE-High school including Pathways schools. Schools are only able to receive the bonus once every three (3) years. The criteria will be defined by the Implementation Team no later than April 30 of each year for the next year's incentive.

a. The Implementation Team shall use a process that considers the following when awarding the Distinguished Schools Incentive:

1. Health Education
2. Physical Education and Physical Activity
3. Nutrition Environment and Services
4. Health Services
5. Counseling, Psychology, and Social Support Services
6. Social and Emotional School Climate
7. Physical Environment
8. Employee Wellness
9. Family Engagement
10. Community Involvement
11. Support for students in historically marginalized groups

b. The Implementation Team shall not use any of the following when deciding which schools will receive the distinguished schools incentive:

1. The School Performance Framework
2. LEAP Ratings
3. The Student Perception Surveys used as part of the LEAP Process

c. The incentive shall be awarded in a lump sum no later than May 31 of each year.

30-4-2 **Hard-to-Fill Positions Incentive:** Educators working in assignments identified by the Implementation Team as hard-to-fill shall receive a non-base incentive of \$2,000/year.

30-4-2-1 The Department of Human Resources shall create and the Implementation Team will approve a set of data that includes data on teacher supply and teacher turnover for identifying hard-to-fill assignments.

30-4-2-2 The total number of assignments identified as hard-to-fill shall equal between twenty percent (20%) and thirty percent (30%) of the total bargaining unit measured by the full-time equivalent.

30-4-3 **Hard to Staff Schools Incentives:**

30-4-3-1 **Title I Incentive:** All Educators who work in a Title I school will receive \$2,000/year in a non-base building incentive.

30-4-3-2 **Highest Priority Schools Retention Incentive:** In addition to the Title I incentive, Educators who are retained in a Highest Priority School will receive a \$3,000 retention bonus, paid as a lump sum in the fall for returning bargaining unit members. A maximum of 30 schools will be eligible for this incentive. DPS and DCTA will agree to criteria for how these schools are identified. The current 30 schools will remain the same for the 2019-20 school year and DPS and DCTA will identify any changes to the criteria and/or the schools by September 1, 2019.

DPS and DCTA will commission a joint research project conducted during the term of this agreement to examine the root causes of educator retention and turnover throughout the district's Highest Priority Schools in order to identify possible solutions. The findings shall be utilized to determine if the incentive shall be continued.

30-4-4 **Tuition Reimbursement:** Educators may receive reimbursement for up to a career maximum of \$6,000 spent on repayment of student loans or reimbursement for the direct costs of their professional development related to assignment(s) for which they are or could become qualified. Educators shall be eligible for up to \$1,000 in any school year. The Payroll Department will maintain guidelines for tuition reimbursement. The Implementation Team will review and approve any substantive changes to these guidelines. The Implementation Team has the authority to increase the career maximum amount if the budget of the Trust supports the expansion.

30-5 Governance, Oversight, and Evaluation of the Professional Compensation System for Teachers.

30-5-1 The District and Association shall maintain a trust fund (hereafter referred to as "the Trust") created by the passage of a mill levy override election and such other moneys as may be earmarked, including interest earned on the principal for the purpose of funding the Professional Compensation System for Teachers. This Trust shall ensure the financial stability over time of the funds of the Trust and the enactment of the ballot language approved by the voters in the mill levy override election. The funds of the Trust shall be spent only on the Professional Compensation System for Teachers and only in keeping with the terms and conditions of this Agreement, the Trust Agreement, and the ballot language approved by the voters in the mill levy override election. The ballot language is included as Appendix A of this Agreement.

30-5-1-1 The Trust Shall Be Governed by a Board of Directors. The Board of Directors of the Trust (hereafter referred to as the Trust Board) shall have

the fiduciary responsibility to ensure the financial stability over time of the funds of the Trust and the enactment of the ballot language approved by the voters in the mill levy override election. The Trust Board also has the fiduciary responsibility to ensure that funds of the Trust shall be spent only on the Professional Compensation System for Teachers and only in keeping with the terms and conditions of this Agreement and the ballot language approved by the voters in the mill levy override election of the Professional Compensation System for Teachers. Should the Trust Board at any time determine that the funds have not been spent on the Professional Compensation System for Teachers, or according to the terms and conditions of this Agreement or in a manner in keeping with the ballot language approved by the voters in the mill levy override election, then the Board has the duty to stop transmitting the funds of the Trust to the District.

30-5-1-2 **Composition.** The Trust Board shall be composed of three representatives appointed by the Association President, three representatives of the District, and two representatives of the community appointed by the agreement of the other six members of the Trust Board. The District's representatives to the Trust Board shall be three members of the administration appointed by the Superintendent. The community members appointed to the Trust Board shall have substantial professional qualification in financial matters. Members shall serve three-year terms. Terms shall overlap so that the terms of one Association representative and one District representative expire each year.

30-5-1-3 **Decision Making.** The Trust Board shall make decisions only when a majority of five or more members agree.

30-5-1-4 **Duties.** The Trust Board is assigned the following specific duties in fulfillment of their charge:

a. Being well informed and trained about their fiduciary responsibilities as directors.

b. Direct the Implementation Team to provide, no later than April 30th of each year, a report on the ProComp proposed assumptions/budget.

c. Authorize transfer of funds to the district in accordance with the approved annual ProComp budget and approved adjustments.

d. Annually commission an external audit of the revenues and expenditure of trust funds by the District on the Professional Compensation System for Teachers and submit the final audit to the District and Association.

e. Spend no more than 5% of the Trust's annual mill levy receipts per year on the cost of administering ProComp. The Implementation Team will approve these expenditures annually.

30-5-2 The Implementation Team

- 30-5-2-1 The District and Association recognize that it is the responsibility and duty of the District to administer all aspects of the compensation system. The purpose of the Implementation Team is to ensure that the administration of the compensation system is conducted according to this Agreement and to ensure that the Association is involved in and informed about the development, implementation and evaluation of the compensation terms in this Agreement.
- 30-5-2-2 **Composition.** The composition of The Implementation Team shall have an equal District and DCTA representation including at least one representative from the student services professions based on need.
- 30-5-2-3 Release time for members of the Implementation Team will be provided based on needs determined by the Implementation Team and available funding.
- 30-5-2-4 When making decisions, the Implementation Team shall make decisions by consensus.
- 30-5-2-5 The Implementation Team shall replace the former ProComp Transition Team and will remain in effect through the term of the Agreement. Members of the ProComp Transition Team shall comprise the Implementation Team without need for reappointment.

Memorandum of Understanding
Between
School District #1, Denver Public Schools
And
Denver Classroom Teachers Association

FIVE-YEAR FINANCIAL AGREEMENT

WHEREAS, Denver Public Schools and the Denver Classroom Teachers Association agree to reopen the 2017-2020 Financial Agreement and now agree to the following:

Terms Applicable to the 2017-18 and 2018-19 School Years

1. Title I Incentive:
 - a. Any teacher or SSP in a school designated Title I, who is not currently receiving the Hard-to-Serve incentive (whether currently in ProComp or not) will receive 3.6% of the ProComp index, which currently equates to \$1,500 a year from the ProComp Trust. The amount will increase consistent with the ProComp index. The Parties agree to amend the terms of the ProComp Trust and/or ProComp Agreement in order to effectuate the terms of this Agreement.
 - b. Rules set by the ProComp Transition Team regarding the Hard-to-Serve incentive will apply equally to current Hard-to-Serve recipients and teachers receiving the new Title I incentive.

Terms of the 2017-18 Financial Agreement

1. For the 2017-18 school year, each Teacher and Specialized Service Provider's (SSP) base salary will be increased by \$1,400. A 2.5% increase will be applied to all the schedules in Article 32.
2. There shall be one additional non-student contact workday added to the District annual calendar starting in 2018-19 for a total of 187 workdays. Half of the day will be SLT-directed; the other half of the day will be self-directed. The District gives notice, consistent with the parties' June 5, 2014 Financial Agreement, that one of the days on the District calendar will be converted from a non-student-contact day to a student-contact day during the 2018-19 school year.
3. For the 2017-18 school year, Teachers and SSPs on the traditional salary schedule shall receive steps/lanes/longevity.

4. For the 2017-18 school year, Teachers and SSPs in ProComp shall be eligible to earn ProComp base-building incentives (Professional Evaluation/PDU/Advanced Degrees/National Board Licenses) in accordance with the ProComp Agreement, with the following modifications to the ProComp Agreement:
 - a. Consistent with the parties' 2016 agreement, the Professional Evaluation and SGO/SLO ProComp incentives will continue to be combined into one Professional Evaluation ProComp incentive. Teachers and SSPs are eligible for the Professional Evaluation Incentive if they receive a final Approaching, Effective, or Distinguished end-of-year rating on their LEAP or SSP GPS evaluations (or equivalent rating on other system for evaluating teachers).
 - b. A Teacher or SSP with fourteen years or less of credited service who earns the Incentive shall receive a base-building increase equivalent to 2% of the ProComp index. A Teacher or SSP with more than fourteen years of credited service who earns the Incentive shall receive a base-building increase equivalent to 1% of the ProComp index.

5. Benefits:

- a. For the 2017-18 benefits year, Teachers and SSPs will continue to receive a monthly benefits allowance of \$422.17/month ("Benefits Credit"). Effective July 1, 2018 Teachers and SSPs will receive a Benefits Credit consistent with Article 30 of the Master Agreement.
- b. Consistent with Article 30, for the benefits year beginning July 1, 2018, the District will increase the current subsidies on premiums for Employee Plus Children and Family coverage by at least \$1,200/year (\$100/month). This is in addition to the subsidy referenced below in paragraph 5.c.iii.
- c. Additional subsidies will be paid out in accordance with the requirements set by the Benefits Board, which are set forth in the Benefits Enrollment Guide. These subsidies include:
 - i. \$550/year that will be allocated as follows:
 1. For employees who select an HMO plan, this amount is used to decrease the monthly premium costs; or
 2. For employees who select a high-deductible plan, this amount is deposited (\$45.83/month) into the employee's Health Savings Account (HSA).
 - ii. \$200/year for employees who stay up to date on preventative screenings and complete an online Health Risk Assessment, paid as follows:
 1. For employees who select an HMO plan, this amount is paid out in the employee's paycheck; or

2. For employees who select a high-deductible plan, this amount is deposited into the employee's HSA.
 - iii. \$750/year (\$62.50/month) used to decrease the premiums for Employee Plus Children and Family coverage plans.
6. For the 2017-18 school year, the District will pay the total SAED employee contribution to PERA, including a 0.5% increase to SAED.

Terms of the 2018-19 Financial Agreement

1. For the 2018-19 school year, Teachers and SSPs will receive a salary increase equal to the Denver-Boulder-Greeley CPI used in the calculation of the School Finance Act minus 0.76%, plus the increase for steps/lanes/longevity. If CPI is less than 0.76%, steps/lanes/longevity will not be reduced. All the schedules in Article 32 shall increase by CPI minus 0.76%.
2. For the 2018-19 school year, Teachers and SSPs in ProComp shall be eligible to earn ProComp incentives consistent with the ProComp Agreement, as it existed on January 17, 2019, other than as provided below.

Terms of the 2019-20 Financial Agreement

1. Beginning August 1, 2019, Teachers and SSPs will be placed on the Salary Schedule as described in Article 30 of the Master Agreement and this Financial Agreement and they will begin receiving all the incentives described in Article 30 of the Master Agreement.
2. The District will use up to \$6 million from the ProComp Trust Fund balance to cover the transition costs to the new Salary Schedule. The funds for transition costs will ensure:
 - a. All educators will receive a base-pay increase in 2019-20 school year.
 - b. Current educators who are below the new Salary Schedule will be placed on the Salary Schedule according to their current years of service and the lane for which they are eligible.
 - c. Current educators whose base salary is higher than what they would receive under the new Salary Schedule will not see any decrease in their salary. Current educators who are above the Salary Schedule will receive the agreed upon cost-of-living increase (75% base and 25% in a non-base payment) each year until the Salary Schedule catches up with them and they begin advancing on the Salary Schedule. The 2019-20 agreed upon COLA for these individuals will be 1.94%.
 - d. Educators who have six (6) or more banked PDUs as of January 19, 2019 may either elect to receive a lump sum payout for all of their PDUs on or before November 7, 2019 or move one (1) lane, if they remain employed by the District. Educators with less than six (6) PDUs shall receive a lump sum payout for all of their PDUs on or before November 7, 2019. Each PDU will be valued at \$1700 when cashed out in lump sum.

Terms of the 2020-21 and 2021-22 Financial Agreement

1. The District will provide a cost-of-living adjustment (COLA) for the 2020-21 and 2021-22 school years equivalent to Denver-Aurora-Lakewood Consumer Price Index (CPI) used in the calculation of the School Finance Act of CPI.
2. The 2020-21 school year COLA will be paid as a flat amount which is calculated by multiplying the average base salary by CPI.
3. The 2021-22 school year COLA will be paid as a percentage.

Benefits Terms for the 2018-19, 2019-20, 2020-21, and 2021-22 School Years

1. Teachers and SSPs will receive the monthly \$422.17/month Benefits Credit, consistent with Article 30.
2. Subsidies will be paid out in accordance with the requirements set by the Benefits Board, which are set forth in the Benefits Enrollment Guide. These subsidies include:
 - i. At least \$550/year that will be allocated as follows:
 1. For employees who select an HMO plan, this amount is used to decrease the monthly premium costs; or
 2. For employees who select a high-deductible plan, this amount is deposited (\$45.83/month) into the employee's Health Savings Account (HSA).
 - ii. At least \$200/year for employees who stay up to date on preventative screenings and complete an online Health Risk Assessment, paid as follows:
 1. For employees who select an HMO plan, this amount is paid out in the employee's paycheck; or
 2. For employees who select a high-deductible plan, this amount is deposited into the employee's HSA.
 - iii. At least \$1,950/year (\$162.50/month) used to decrease the premiums for Employee Plus Children and Family coverage plans.
3. For the 2018-19 and 2019-20 school years, the District will pay the total SAED employee contribution to PERA that are currently set forth in the existing statute.

While it is the intent of the parties that the economic provisions in this Agreement shall remain in full force and effect during its term, in order to comply with the provisions of the TABOR Amendment and §22-31-11(5) C.R.C, the provisions of the Agreement relating to salary and benefits may be reopened by the District in connection with its annual adoption of its budget.

Appendix A – Ballot Language for the ProComp Mill Levy Override Approved by Denver Voters November 1, 2005.

REFERRED ISSUE 3A

“SHALL DENVER PUBLIC SCHOOLS (SCHOOL DISTRICT NO. 1) TAXES BE INCREASED \$25 MILLION PER YEAR, ADJUSTED FOR INFLATION, SOLELY AND EXCLUSIVELY TO FUND THE PROFESSIONAL COMPENSATION SYSTEM FOR TEACHERS (PROCOMP), WHICH TAX INCREASE SHALL TERMINATE IF PROCOMP TERMINATES, INCLUDING COMPENSATION TO TEACHERS FOR

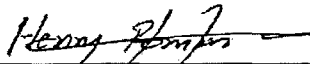
- TEACHING IN HARD-TO-STAFF SCHOOLS
- TEACHING IN HARD-TO-FILL POSITIONS SUCH AS MATH, SCIENCE AND SPECIAL EDUCATION
- INCREASING TEACHING KNOWLEDGE AND TEACHING SKILLS BY SUCCESSFULLY COMPLETING PROCOMP APPROVED ADVANCED DEGREES, PROFESSIONAL TEACHING STANDARDS LICENSES AND ADDITIONAL TRAINING TO IMPROVE CLASSROOM SKILLS
- POSITIVE EVALUATIONS OF TEACHING PERFORMANCE
- MEETING OR EXCEEDING OBJECTIVES FOR STUDENT LEARNING
- ACHIEVING DISTINGUISHED SCHOOL STATUS

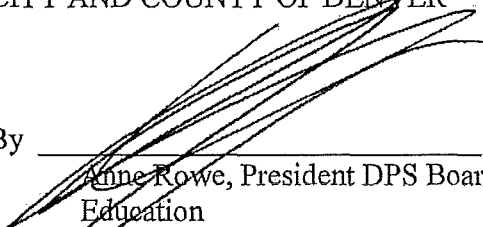
BY AN ADDITIONAL PROPERTY TAX LEVY THAT RESULTS IN THE DOLLAR AMOUNT OF REVENUES SET FORTH ABOVE IN THE CURRENT BUDGET YEAR AND THE SAME DOLLAR AMOUNT, ADJUSTED ANNUALLY IN EACH BUDGET YEAR THEREAFTER FOR INFLATION AS MEASURED BY THE DENVER-BOULDER-GREELEY CONSUMER PRICE INDEX, WHICH REVENUES SHALL BE USED SOLELY AND EXCLUSIVELY FOR, AND NONE OF WHICH WILL BE SPENT FOR ANY PURPOSE OTHER THAN, FUNDING PROCOMP?”

Executed this 25th day of April, 2019.

DENVER CLASSROOM TEACHERS
ASSOCIATION

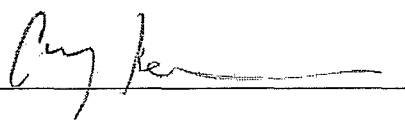
SCHOOL DISTRICT NO. 1 IN THE
CITY AND COUNTY OF DENVER

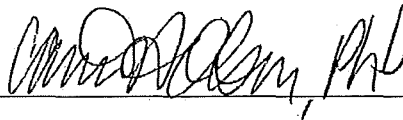
By 
Henry Roman, President

By 
Anne Rowe, President DPS Board of
Education

ATTEST:

ATTEST:

By 

By  PhD

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