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Title: **Denver School District No. 1 and Denver Classroom Teachers Association (2005)**

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between
DENVER CLASSROOM TEACHERS ASSOCIATION
and
SCHOOL DISTRICT NO. 1
IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO
September 1, 2005 - August 31, 2008

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STATEMENT OF BELIEFS AND FRAMEWORK FOR PARTNERSHIP

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.

The Denver Classroom Teachers Association 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.

Article 1 - Definitions

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.

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 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.

Article 2 - General

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, creed, color, national origin, sex, sexual orientation, marital status, age, and consistent with the provisions of the Americans with Disabilities Act, membership or official activities in any teacher organization or such other specified human or civil rights as may be protected by statute.

2-3 The District and the Association shall regularly conduct training with teachers and administrators to ensure the implementation and enforcement of the Agreement.

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.

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 race, creed, color, national origin, sex, sexual orientation, marital status, age, handicapping condition, membership in any teacher organization or such other specified human or civil rights as may be protected by statute.

2-10 Teachers 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

Article 3 - Covered Employees and Recognition

3-1 Employees covered by this Agreement include all teachers as defined in Article 1-2 and personnel who are employed half-time or more as nurses, social workers, therapists, psychologists, counselors, speech language instructors, educational audiologists 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

Article 4 - Effective Dates

4-1 Upon ratification, this Agreement shall be effective September 1, 2005, except for specific articles that have their own dates embedded in them and shall remain in full force and effect until August 31, 2008, except that Articles 30, 31 and 32 shall be subject to negotiation in 2006 and 2007. (Either party may request the opening of Article 5 and or 8.)

4-2 This Agreement may be re-opened by mutual consent at any time.

4-3 After January 1, 2008, upon request by either party, the Board and the Association will negotiate as provided in Article 6. Such negotiations shall conclude no later than May 1, 2008, unless extended by mutual consent. If impasse is reached the parties shall use the vehicle for resolution as provided under Article 6-11.

4-4 After January 1, 2006, and January 1, 2007, upon request by either party, the Board and the Association will negotiate the limited re-openers described in Article 4-1 as provided in Article 6. Such negotiations shall conclude no later than May 1, 2006, and May 1, 2007, unless extended by mutual consent. If impasse is reached, the parties shall use the vehicle for resolution as provided under Article 6-11.

4-5 The Board and the Association shall mutually publish this Agreement and share the costs of providing all teachers and administrators with a copy. Teachers newly hired will receive a copy of the current Agreement upon hiring.

4-5-1 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, and phone number.

Article 5 -

Links on this page:

Article 5 - Student Achievement, Instruction and Educational Reform

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 administrators and teachers and a joint commitment to problem solving. Such an atmosphere in no way diminishes the authority of the principal 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 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 literacy coach, and participation in professional learning communities. A staff development plan shall take into account the differentiated needs of teachers based on experience, education, and skills. A variety of activities developed in collaboration with teachers shall be included in the plan.

5-1-4 Teamwork among teachers and with the principals is an important component for improving achievement. Teachers shall have a significant role in identifying and developing the instructional program.

5-1-5 A positive school climate is also an important component of improving student achievement.

5-2 Instructional Issues Council.

5-2-1 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 and instructional programs, including professional development. The Council shall be co-chaired by a teacher, appointed by the Association President, and an administrator, appointed by the Superintendent.

5-2-2 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. The facilitator and co-chairs shall focus on District-level issues and shall jointly develop the agenda.

b. The co-chairs shall meet monthly with the Superintendent and Association President to report on the Council's activities and progress.

c. The Council shall be comprised of at least twenty-four (24) teachers or administrators. The Association and District may each make six (6) appointments to the Council. All other appointments shall be agreed upon by both parties.

d. The Council shall provide a joint report to the Board of Education and the DCTA Board of Directors at least annually.

e. The Council shall meet a minimum of once a month, but may meet more often if mutually agreed upon.

f. Participation on the Council shall be accommodated by a combination of release time, provided by the District, and voluntary time outside of the teacher work day.

5-3 Area Superintendent Advisory Committee.

5-3-1 Each Area Superintendent shall establish an Instructional Program Implementation Advisory Committee (the Advisory Committee), whose purpose shall be to provide a forum for administrators and teachers to address issues related to implementation of the District's instructional program at one or more schools. In addition, the Advisory Committee shall address implementation of best instructional practices at area schools, school climate, strategies for increasing enrollment, articulation among schools and professional development in the area. The Advisory Committee shall not address personnel issues.

5-3-2 The Advisory Committee shall be comprised of at least six (6) administrators and six (6) teachers. The Area Superintendent and Association President shall each appoint three (3) teachers and three (3)

administrators. Any additional members will be chosen by mutual agreement. Other staff will be invited to attend meetings when appropriate.

5-3-3 The Advisory Committee shall meet at least quarterly. Minutes of the meeting shall be maintained, and information shall be disseminated to the Association, area staff and other interested parties.

5-3-4 Each Area Superintendent shall communicate with principals and teachers under his/her supervision about the Advisory Committee's purpose and a means by which issues can be communicated for the Advisory Committee's consideration.

5-3-5 Each Area Superintendent shall inform teachers in schools under his/her supervision that they may address personnel problems directly with the Area or Assistant Area Superintendent.

5-3-6 Participation on the Council shall be a combination of release time, provided by the District, and voluntary time outside of the school day.

5-4 Professional Development Committee.

5-4-1 Each school shall establish a Professional Development Committee (PDC) whose responsibilities include the following:

- a. Reviewing data and collaborating with the principal in development of the School Improvement Plan;
- b. Reviewing the design of and schedule for the professional development plan;
- c. Reviewing the budget for the expenditure of instructional materials;
- d. Reviewing and problem solving implementation of the District's instructional program as it specifically applies to classrooms and grades at the school;
- e. Identifying strategies for increasing enrollment at the school;
- f. Developing communication strategies for regularly reporting student progress to parents;
- g. Implementing best instructional practices.

5-4-2 The principal and the Association Representative or his/her designee, in consultation with the faculty, shall determine the composition and meeting schedule of the PDC. Options for composition include the following:

- a. The entire faculty
- b. Grade level chairs
- c. Instructional Council (i.e., department chairs)
- d. Professional Standards Committee (in addition to its other duties)
- e. Any other agreed upon composition

5-4-3 If the principal and the PDC cannot reach agreement by consensus, including the composition of the Committee, the matter shall be referred to the Area Superintendent. The Area Superintendent shall consult with the Association prior to making a decision.

5-4-4 Relevant information shall be provided to the PDC, and the PDC shall identify methods for communicating with the rest of the faculty.

5-5 Increasing Enrollment.

5-5-1 The Association and the District shall establish a task force comprised of principals, central staff, and teachers to develop recommendations for increasing student enrollment. The task force will examine issues such as student achievement, climate, culture, discipline and educational programs which affect student enrollment.

5-5-2 If an increase in enrollment above projections generates significant additional revenue, the parties shall agree to open interim negotiations for the purpose of increasing teacher allocations.

5-5-3 A high priority for the use of increased entitlement revenue shall be additional teacher allocations.

5-6 School Redesign and Restructuring. The Superintendent and the Association President shall meet annually by the end of October to identify schools that may be subject to Restructuring, Redesign, or Program Change and the timeline for decision making. Options to Restructuring or Redesign shall be discussed.

5-6-1 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.

5-6-2 The Restructuring of a school is the alteration of the governance structure of the school, as provided in the reauthorization of the Elementary and Secondary Education Act.

5-6-3 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 with a new job description that reflects the new program requirements.

5-6-4 The treatment of personnel in schools subject to Redesign, Restructuring and Program Change is described in Article 13.

5-6-5 The Association and the District affirm that early intervention to improve achievement in a school that may be designated for Redesign or Restructuring is in the best interests of the school's students, teachers, parents, Community and the District. Early intervention is consistent with federal and state accountability system timelines.

a. If a school receives an "unsatisfactory" State Accountability Rating (SAR), the Association and the District shall meet to consider whether or not a team should be constituted to review the school. If a review is warranted, the nature, extent of the review and composition of the team shall be identified.

b. If a review by a team is warranted, at least one member of the team shall be a teacher appointed jointly by the Association President and the Superintendent.

c. The extent to which the recommendations of the review team are implemented and their effectiveness shall be periodically reviewed.

During the second semester of the school year in which a Redesign or Restructuring has occurred, the Superintendent and the Association President shall review the culture, climate, student achievement and parent satisfaction of the redesigned school. The information gathered will be shared with the Board of

Education and the Board of Directors and used to inform any future decisions about Redesign or Restructuring.
Article 6 - Negotiating Procedure

Article 6 - Negotiating Procedure

6-1 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 A written response will be made within ten (10) school days of the receipt of any such written request.

6-3 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.

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

6-5 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.

6-6 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.

6-7 As of the time they are made available to the Board, the Board will provide the Association with a Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting teachers' salaries, wages, hours and conditions of employment.

6-8 If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties with no loss of pay.

6-9 Either party may use the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

6-10 Tentative agreements reached as a result of such negotiations will be reduced to writing and will have conditional written approval of both parties pending final adoption of the District budget. After such adoption and approval, the final Agreement will be signed by the Board and Association and will become an addendum to this Agreement. If changes in this tentative Agreement are necessary as a result of a legal budget adoption process, the Agreement will be subject to negotiation.

6-11 Impasse Resolution/Mediation.

6-11-1 Either party may declare an impasse. Then a mediator shall be selected with the assistance of the American Arbitration Association according to the procedure of Article 7-3-4-2.

6-11-2 Any mediation efforts must be concluded by August 31 and will be conducted under rules determined by the mediator.

6-11-3 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.

6-11-4 The parties agree to share the cost of mediation equally.

6-12 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. 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.

6-12-1 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.

6-12-2 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.

6-12-3 If matters are related to the interpretation of the Agreement or matters on which the Agreement is silent, the results of work of the body to which the matter is referred will become a Memorandum of Agreement, 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.

6-12-4 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

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.

7-1-2 Unless provided otherwise in this Agreement, all administrative procedures, practices and written personnel policies which affect teachers are grievable, but only those covered by this Agreement may go to Level Three, upon the request of the Association.

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 which 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. 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. No grievance shall be recognized by the District or the Association unless it is presented at the appropriate level 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. No grievance shall 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 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 I 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 Area/Assistant Area 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 Director or Area/Assistant Area 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 II.

7-3-5 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. If 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. 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

Professional Standards Committee. Each school will have a Professional Standards Committee (PSC) consisting of a minimum of three (3) teachers, elected by a majority of the faculty voting by secret ballot of the faculty, and also consisting of an Association Representative and the principal unless otherwise agreed to by the Association Representative and principal. The PSC will be responsible for making decisions as noted in Article 8. Decisions in specified areas, except for lunch periods and secondary teaching loads, will be made by reaching mutual agreement. If mutual agreement cannot be reached, then interventions will be provided by the Association and the District. If mutual agreement still cannot be reached, then the principal will make the decision.

Decisions may be made by the PSC to alter the length of the lunch period (Article 8-2) or Secondary Teaching Load (Article 8-5-1) only after applying the decision-making standards which will be supplied for this purpose, conducting a confidential vote of the majority of the faculty, and reflecting this process on a form which will be supplied for this purpose. 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 Issues Council for tracking purposes.

8-1 Contract year. The contract year shall be one hundred eighty-one (181) 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-one (181) days, newly hired teachers may be required to attend pre-session orientation meetings and shall be paid in accordance with Article 32. 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-one (181) days, which shall include four (4) planning days, two (2) professional days, one (1) assessment day and one (1) parent/teacher conference day.

8-1-2-1 During each of the planning days, a minimum of four (4) hours shall be reserved for self-directed instructional planning, allowing the remainder for any activities initiated by school administration.

8-1-2-2 During each of the professional days, a maximum of six (6) hours shall be reserved for in-service at the District, area or site level.

8-1-2-3 The assessment day will be used for individual and/or small group assessments or other assessment-related activities.

8-1-2-4 Schools may modify the daily schedule on the parent/teacher conference days to meet the needs of the Community.

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

- a. the program needs to be scheduled outside the contract year,
- b. no programs 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,
- e. teachers attending are paid in accordance with Article 32,
- 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 administrator.

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. Under no circumstances, will a waiver be granted if training is also being held before or after the school year, as in Article 8-1-3.

8-1-4 Evening Meetings. Each teacher may be required to attend three (3) evening events approved by the PSC 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:

1. Lunch Periods. There shall be a minimum standard forty-five (45) minute daily lunch unless altered by the PSC process. Lunch shall be duty free.
2. Operations time up to thirty (30) minutes per week to include but not be limited to faculty meetings or school-related committee meetings.
3. Professional time up to ninety (90) minutes per week to include but not be limited to grade-level meetings, vertical teaming, department meetings, planning with a literacy coach, staff development or data analysis.

8-2-1 The principal shall have authority to permit teachers to diverge from the regular school day.

8-2-2 The District's scheduled student school contact day will not be extended without applying the due process of collective bargaining.

8-3 Planning Time. Each teacher shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time 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 school contact day.

8-3-1 Area Superintendents may grant exceptions to the above only in those cases where the Collaborative School Committee has chosen to utilize any supplemental allocations in regular classes

instead of specials classes in order to reduce the class sizes of teachers in their buildings. In such cases, the school must schedule forty (40) minutes of self-directed instructional planning time for teachers in the largest practical blocks of uninterrupted time. A minimum of twenty (20) minutes daily and two hundred (200) minutes weekly will be guaranteed.

8-3-2 The Instructional Issues Council will evaluate and monitor the granting of exceptions to Article 8-3 and implementation of Article 8.

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.

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.

8-5-1 Secondary Teaching Load. Unless altered by the PSC 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.

8-5-1-2 For music and physical education classes, a PSC Committee 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 PSC Committee 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 PSC Committee. 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 Specialized Service Providers. The District and the Association recognize the valuable contribution that specialized service providers 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. To meet this commitment, the parties agree that beginning with the 2003-2004 budget process, any increases in the "at-risk" funding component of the School Finance Act that are not earmarked by the State will be used to improve specialized services staffing ratios.

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 and part-time clerical assistants.

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.

8-8 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 administrators 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 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. 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 principal, 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 32-6.

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.
Article 9 - Central Office Teacher Files

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 - Teacher Evaluation

ARTICLE 10 IS SUBJECT TO RATIFICATION AT A LATER DATE. THE WORK IS BEING FINALIZED BY THE DPS/DCTA JOINT 1338 COMMITTEE (ARTICLE 24),

10-1 Performance Evaluations are used to:

- a. improve instruction;
- b. communicate the District's objectives and direct its work force;
- c. enhance the implementation of program curriculum;
- d. measure professional growth and development of licensed personnel;
- e. implement District and school goals in the classroom;
- f. determine and document satisfactory or unsatisfactory performance; and
- g. measure the level of performance of all personnel covered by this Agreement.

10-2 Definition of Terms

10-2-1 As used only in this evaluation process, unless the context otherwise requires:

10-2-1-1 "Days" means working school days.

10-2-1-2 "Evaluator" means school principal or administrative supervisor who is responsible for the evaluation. Principals are responsible for all evaluations in their buildings, but may designate other qualified administrators to assist.

10-2-1-3 "Objectives" means annual measurable objectives developed by a teacher in collaboration with that teacher's evaluator, two of which must address District and/or school objectives.

10-2-1-4 "Objectives conference" means the annual conference between the evaluator and the teacher to develop and/or review the teacher's objectives.

10-2-1-5 "Observation" is a work setting observation of a teacher's performance.

10-2-1-6 “Peer assistant” is a teacher selected from a pool of specially trained teachers to assist a teacher during a remediation plan.

10-2-1-7 “Standards and Criteria” are those observable behaviors on which performance is rated, as advanced, proficient, partially proficient, or unsatisfactory:

- a. “Advanced” means standards and criteria are clearly exceeded.
- b. “Proficient” means performance consistently meets standards and criteria.
- c. “Partially Proficient” means performance partially meets standards and criteria; therefore, improvement is needed.
- d. “Unsatisfactory” means that performance consistently fails to meet objectives of standards and criteria.

10-2-1-8 “Post-evaluation conference” means a conference between the teacher and evaluator or designee in which the final written evaluation is discussed and presented to the teacher for signature. This may be combined with a post-observation conference.

10-2-1-9 “Post-observation conference” means the conference required between the teacher and evaluator or designee following each formal observation to discuss what was observed and to make recommendations for improved performance, if appropriate.

10-2-1-10 “Pre-evaluation conference” means a conference between the teacher and evaluator or designee at the beginning of the evaluation process to discuss the evaluation procedure. This may be combined with a pre-observation conference in Article 10-2-1-11 and with the objectives conference in Article 10-2-1-4.

10-2-1-11 “Pre-observation conference” means a conference between the teacher and evaluator or designee held prior to a formal observation.

10-2-1-12 “Remediation Plan” is a plan jointly developed by the teacher and evaluator or designee to correct an unsatisfactory performance rating on any performance characteristic.

10-2-1-13 “Satisfactory performance” means that a teacher is rated at or above partially proficient on all standards and criteria.

10-2-1-14 “Unsatisfactory performance” means that a teacher is rated unsatisfactory on any performance criterion.

10-2-1-15 “Written improvement plan” means a section of the written evaluation report which specifies what performance improvements, if any, are needed and makes recommendations for achieving those improvements.

10-2-1-16 “Year” means the school year.

10-3 Types of Evaluations and Observations.

10-3-1 The District has three types of evaluations:

- 1) Probationary evaluations are conducted on an annual basis during the teacher’s probationary employment.
- 2) Non-probationary evaluations are conducted once every three (3) years for teachers who have successfully completed their probationary period.

3) Special evaluations are conducted when a supervisor determines that a teacher requires assistance in a non-evaluation year.

10-3-2 The District has two types of observations:

1) A formal observation is scheduled in advance, is recommended to be at least twenty (20) minutes in length and includes a pre-observation conference and a post-observation conference.

2) An informal observation does not include the requirements of the formal observation and may occur at any time. Informal observations are conducted yearly in non-evaluation years for non-probationary teachers.

10-4 Evaluators

10-4-1 The school principal is responsible for all evaluations in the school building. When a teacher is assigned to more than one building, the home school principal must coordinate the evaluation with the appropriate principals or supervisors. As necessary, the principal will identify a designated evaluator for each teacher, as well as other administrators who may be asked to conduct classroom observations. Designated evaluators work at the direction of the principal, and they are solely responsible to the principal.

10-4-2 Under state law, evaluators must be trained and thoroughly familiar with the evaluation process.

10-5 Data Sources.

Data sources used in conducting the evaluation must be stated in writing and discussed at both the pre- and post-evaluation conferences.

10-5-1 Data sources may include, but are not limited to:

- a. evidence from parents, students, staff, and the community, including information obtained from standardized surveys;
- b. the designated evaluator's observations of the teacher's performance in the work setting;
- c. other data sources may include, if available, prior evaluations and a portfolio presented by the teacher.

10-6 Conduct of the Evaluation: Probationary and Non-Probationary

10-6-1 All evaluations shall be conducted in compliance with state statute and regulations and with contractual obligations. Evaluations shall be completed by the date set annually by the Department of Human Resources.

10-6-2 Notification. A teacher shall be informed in advance about the purpose and nature of the evaluation process, the elements of the evaluation, the procedure for conducting the evaluation and the responsibilities of the individuals involved. At the commencement of the school year in which an evaluation is to be conducted, the principal will review the evaluation process, as per Article 10-2-1-10, with the teacher and will give the teacher a copy of the procedures, the standards and criteria and the ratings to be used.

10-6-3 Observations. Observations of the teacher shall be conducted openly and with full knowledge of the teacher. Written reports of observations shall include the date, time and notes made during the observation and shall be shared with the teacher, as per Article 10-2-1-9. The evaluator shall make one or more formal observations of the teacher and shall make any recommendations for growth areas. Unless

extenuating circumstances arise, the date and time shall be honored as agreed upon for the post-observation conference.

10-6-4 Documentation. The legal rights of the teacher shall be preserved and the evaluation and all documentation used in the evaluation shall be confidential and available only to the teacher, evaluator, and other persons identified by statute. No evaluation information shall be gathered by electronic devices without the consent of the teacher. No informality in any evaluation or in the manner of making or documenting any evaluation shall invalidate such evaluation.

10-6-5 Written Evaluation Report.

The evaluation report shall:

- 1) be written on the adopted form;
- 2) identify all data sources used;
- 3) contain a written improvement plan specifying performance improvements needed, if any, and recommendations for achieving those improvements;
- 4) be specific as to the strengths and weaknesses of the teacher; and
- 5) specify when direct observations were made. The evaluator shall sign the written evaluation report and discuss it with the teacher during the post-evaluation conference. The teacher shall sign the written evaluation report and will receive a copy of it. Such signature shall not be construed to indicate agreement with the information or the conclusions in the final written evaluation report, and the teacher shall be given an opportunity to attach any written explanation or other relevant documentation that the teacher deems necessary. The final written evaluation report will be sent to the appropriate Area/Assistant Superintendent for review and signature.

10-7 Remediation Plan. A teacher whose performance is deemed unsatisfactory shall be given a copy of the written evaluation report of the deficiencies that led to the unsatisfactory rating. A remediation plan to correct said deficiencies shall be jointly developed by the evaluator and the teacher.

10-7-1 The remediation plan shall:

- 1) address not more than three identified deficiencies at any time.
- 2) state the behaviors expected to remedy each deficiency.
- 3) include a reasonable period of time of not less than thirty (30) nor more than ninety (90) school days to remedy the deficiencies. (The remediation plan begins when the peer assistant(s) have the first meeting with the teacher or when the teacher signs the form to deny peer assistance.).
- 4) identify the resources and assistance that are available to remedy the deficiencies.

10-7-2 A copy of the remediation plan shall be sent to the appropriate Area/Assistant Superintendent who may recommend changes to the teacher and the evaluator.

10-7-3 Peer assistance will be part of the remediation plan unless the teacher declines in writing to the evaluator. A peer assistance request/denial form must be filed by the principal with the Department of Human Resources. Peer assistance shall be provided by not more than three teachers who are specifically trained to provide assistance. Data gathered by peer assistant(s) shall not be or become part of the evaluation. Data from other resources can become part of the evaluation. Peer assistant(s) will provide progress reports and recommendations to the teacher within ten (10) days of the initial meeting. Recommended strategies shall be shared with the evaluator. For a probationary teacher on a remediation

plan, the principal may request a peer assistant to aid in remedying deficiencies in addition to any other means of assistance.

10-7-4 During the implementation of the plan, the evaluator shall continue to conduct observations and conferences. At the end of the remediation period, the evaluator will complete the written evaluation report and one (1) of three (3) options is possible:

- 1) The teacher is no longer rated unsatisfactory on any criterion. No further action shall be taken and the individual shall be returned to the regular cycle. An annual observation shall be conducted the following semester.
- 2) Progress has been made but the evaluator still rates the teacher's performance as unsatisfactory but the evaluator may continue the remediation plan for an additional specified period;
- 3) The teacher has made insufficient progress and is still being rated unsatisfactory. In this case, the procedures referred to in Articles 10-7-5 or 10-7-6 will be followed.

10-7-5 Non-Probationary Teacher. If the final written evaluation report indicates that the teacher is still performing unsatisfactorily, the principal shall make a recommendation of dismissal for unsatisfactory performance to the appropriate Area/Assistant Superintendent.

10-7-6 Probationary Teachers. This performance evaluation process is not intended to limit the authority of the Board to non-renew the contract of any probationary teacher. A remediation plan shall not be a prerequisite for non-renewal. Following the completion of the final written evaluation report, a recommendation by the principal for the renewal or non-renewal of the contract of a probationary teacher shall be made to the appropriate Area/Assistant Superintendent. The Area/Assistant Superintendent will review the recommendation and notify the teacher in writing denying the recommendation, or confirming the recommendation and stating that it will be sent to the Board for action.

10-7-7 If the teacher goes on an extended leave after the remediation plan has commenced, the leave time will not be counted as part of the remediation time and the plan will continue upon the return of the teacher to active service.

10-7-8 Once a remediation plan 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.

10-8 Special Evaluation. When an evaluator determines that a non-probationary teacher needs assistance during a non-evaluation year, a special evaluation shall be initiated.

10-8-1 To initiate a special evaluation, the evaluator shall conduct a formal observation with pre- and post-observation conferences. During the pre-observation conference, the evaluator shall indicate the performance concerns. A second observation shall be conducted.

10-8-2 Following the second observation, the written evaluation report shall be completed and discussed with the teacher within ten (10) days.

10-8-3 If the written evaluation report indicates unsatisfactory performance on any performance criterion, a Remediation Plan shall be developed by the teacher and evaluator. The procedures for such a plan shall apply as in Article 10-7.

10-9 Evaluation procedures to be used in the District shall be developed by the Advisory District Personnel Performance Evaluation Council (1338 Committee) subject to approval by the Board.

10-9-1 The procedures shall be published and available for review by all teachers and a copy will be given to each teacher prior to any scheduled evaluations.

10-9-2 Teacher representatives on the 1338 Committee, which the Board is required to appoint under the provision of C.R.S. 22-9-107, shall be nominated by the Association.

10-9-3 The 1338 Committee will revise the appraisal processes for teachers and specialized service providers in order to base them on standards for professional practice. They will recommend changes to the District and Association no later than September 1, 2003.

10-9-4 In September 2002, the 1338 Committee will revise the appraisal processes for teachers and specialized service providers in order to base them on standards for professional practice. They will recommend changes to the District and Association no later than September 1, 2003.

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

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 of 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

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 will have access to them.

12-1-1 Prior to final preparation of budgets for materials and supplies, the Collaborative School Committee 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 Collaborative School Committee.

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.

Article 13 - Assignments, Schedules and Transfer

13-1 General Principals. 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 the North Central Association, where applicable, and must meet all posted requirements for the position including the requirements set forth by the No Child Left Behind 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, marital status, age, 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 remediation plan 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 teacher transfer 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. The district may post limited vacancies (typically in shortage areas) prior to the start date of teacher transfer. Unless there is a fiscal or enrollment exigency, the key dates and activities cited below will be completed by the end of the traditional calendar year.

Key dates and activities:

- Teachers verify consideration group (Reference Article 13-10)
- District notifies the Association of shortage areas, with an opportunity for discussion with the District.
- Teacher Requests for Intent to Vacate, Early Retirement Incentive, Move to Part-Time/Job Share, Extended Leave of Absence, and Return from Leave notice submitted. (Reference Articles 13-10, 22, 25, 31-14; Appendix B)
- Recommendation for Administrative Transfer; Superintendent Approval of Administrative Transfer (Reference Article 13-9-1)
- Recommendation for Non Renewal of Probationary teachers
- In Building Bidding and Reduction in Building Staff interviews conducted by Personnel Committees (Reference Articles 13-10, 13-15)
- Schools report vacancies (Reference Article 13-16) Vacancies are posted.
- Teachers apply to transfer for vacancies. (Reference Article 13-17)
- Schools review qualified applicants' applications and resumes, schedule interviews, extend offers. Schools notify unsuccessful transfer applicants (Reference Articles 13-18, 13-19)
- Assignment of unassigned non probationary teachers (Reference Article 13-18-4)
- End of internal teacher transfer determined by Human Resources, normally prior to last day of traditional school year

- End of internal posting cycle
- End of internal/external posting cycle

13-8 Personnel Committee

13-8-1 Each school shall establish a Personnel Committee to select candidates for vacancies and reduction in building (RIBS) staff 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 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 during the school year. During the assignment of unassigned non-probationary teachers between the internal and internal/external posting cycles, the principal will communicate with the Personnel Committee without the necessity of an interview process. Outside of the school year the principal may fill positions without the requirement of consultation with the Personnel Committee.

13-8-8 Any alleged abuses of principal authority in the Personnel Committee process, shall be reported to the Association or Area Superintendent or designee. The Association and Area Superintendent or designee will review and address these allegations.

INVOLUNTARY TRANSFERS

13-9 Transfer

A teacher may be transferred by the Superintendent from one school, position, or grade level to another within the District, if such transfer does not result in the assignment of the teacher to a position of employment for which he/she is not qualified by virtue of academic preparation and certification. There shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher to a school, position or grade because of sex, race, creed, color, or membership or non-membership in any group or organization.

13-9-1 Principal Recommended

Principals may recommend to the Superintendent or designee the administrative transfer of teachers. If a principal is considering recommending a teacher for administrative transfer, the principal shall provide a written notice including the specific reasons to the teacher and to the Area/Assistant Superintendent. In the interest of problem solving, once the written notice has been given, a meeting shall be held with the Area/Assistant Superintendent, principal and teacher to discuss the reasons for the transfer. The teacher is entitled to representation from the Association at this meeting. After review, the Area/Assistant Superintendent may only recommend an administrative transfer for good and sufficient reason for final action to the Superintendent.

13-9-1-1 General examples of good and sufficient reasons for an administrative transfer include, but are not limited to, failure to support the educational philosophy of the school and or not being a “good educational fit” within the school. These specific reasons must be explained in writing describing the teacher’s behavior(s) that inhibit the educational mission of the school.

13-9-1-2 Good and sufficient reasons for an administrative transfer does not include transfer for corrective action or discipline, transfer due to classroom performance evaluation or transfer in retaliation for reasonable performance of activities covered by this contract or by law.

13-9-2 Relocation

When a school program is relocated from one (1) site to another, currently assigned teachers with continuing contracts will maintain their assignment pursuant to the provisions of Article 13.

13-9-3 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.

13-9-4 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. The principal will follow the processes and standards set out in this Article.

13-9-5 School Relocation

If a school is relocated leaving few, if any, teachers assigned, teachers who remain assigned will not have to interview for their respective positions.

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 teaching assignments at a school, or when a Collaborative School Committee decides fewer teaching assignments are needed in a department, grade level or ELA/specialty area.

13-10-2 Following a determination of staffing needs including all attrition (resignations, retirements, administrative transfers, teacher declaration of vacancies, and annual assignments) 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 Appendix B 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.

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 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 Teachers who are involuntarily transferred are expected to actively participate in the teacher staffing process. The District may pursue consequences for teachers who are directly placed for three consecutive years who have not actively participated in the teaching staffing process.

13-10-9 Leaves/Job Share/Retirement

See related Articles 22, 25 and 31-14.

13-11 School Redesign and Restructuring

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, restructure or closure. By definition, the redesign or restructure of a school shall refer to the Superintendent's decision pursuant to Article 5.

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

1. The District will designate a principal who will begin the teacher selection process immediately. Among the criteria that will be considered in hiring decisions will be familiarity with the school, students, parents and community.
2. All teachers who have continuing assignments at the school will have an opportunity to interview for vacant positions with the principal until a new Personnel Committee is elected.
3. Teachers who are not selected through this process defined in #2 may apply for and be interviewed for positions on the District-wide postings.
4. Teachers who choose to leave the redesigned school, or who interview at the school but are not selected, will be guaranteed at least two (2) interviews for other vacancies on the District-wide postings.
5. The District and the Association will monitor this process to ensure adherence to this procedure.
6. 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 to be as follows:

1. Teachers will have an early opportunity to interview for vacancies at schools where students have been reassigned due to closure.
2. Teachers will be guaranteed at least two (2) interviews for other vacancies on the District-wide postings.

VOLUNTARY TRANSFERS

13-12 Specialized Services

Specialized service personnel, including nurses, social workers, psychologists, speech correctionist/therapists, and any other specialty group, shall be transferred according to a written procedure made available to all affected employees. Specialized service personnel shall meet annually with their supervisor to discuss and make revisions to written reassignment procedures. If a specialized service

provider is not assigned by the end of the traditional school year, Human Resources or designee will notify the teacher by the last day of the school year to discuss the status of the teacher's assignment.

13-13 Intent to Vacate

A notice to vacate a position may only be requested by a non-probationary teacher. A notice to vacate results in a teacher relinquishing her/his current assignment at the building. Teachers who vacate must actively participate in the teacher staffing process.

13-14 Probationary Teachers

A probationary teacher in good standing may choose to transfer only once during his/her probationary period upon mutual agreement between the probationary teacher and the site administrator unless otherwise noted in Article 13-9.

13-15 In-Building Bidding

13-15-1 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.

13-15-2 In accordance with Article 13-8, the Personnel Committee shall determine whether any vacant positions will first be posted in that school before they are posted District-wide. Based on this decision, members of a school faculty who are qualified and have a continuing contract shall be able to apply for all such vacancies that may occur in that school prior to its being posted District-wide.

13-15-3 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

13-15-4 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 vacancy list.

13-16 Posting Vacancies

13-16-1 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.

13-16-2 Each vacancy shall be posted on the Denver Public Schools website.

13-16-3 The Personnel Committee shall write basic postings and detailed job descriptions for all vacancies that occur at their school.

13-16-4 The Personnel Committee shall write interview questions based on the posting.

13-16-5 Postings shall include a brief description of all involved responsibilities, and special and unique qualifications.

13-16-6 Vacancies that are not posted during teacher transfer cycles shall be filled by the Department of Human Resources and the principal at the school on an annual assignment basis. Un-posted vacancies will be posted subject to the provisions of Article 13.

13-16-7 Vacancies for Teacher on Special Assignment (TOSA) shall be posted when they become available.

13-16-8 Teachers with continuing contracts and teachers new to the district with Board-approved contracts for identified shortage areas shall be eligible to bid on all posted vacancies for which they are qualified. If positions from the first internal posting cycle are not filled, teachers with continuing contracts and out of District applicants shall be eligible to bid on subsequent posted vacancies in the internal/external posting cycle for which qualified.

13-16-9 Teachers who successfully bid on a position in the first internal posting cycle are ineligible to bid on subsequent positions posted during the same calendar year.

13-17 Applications

13-17-1 Teachers applying for a vacancy in other schools must complete the appropriate application forms and notify their principal at the time of application.

13-17-2 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 applications of all qualified candidates for a vacancy will be forwarded to the school. Teacher applicants shall be responsible for sending their resumes to the schools where they have applied.

13-18 Selection Procedure

13-18-1 The Personnel Committee shall review all applications forwarded from the Department of Human Resources 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.

13-18-2 Interviews shall be completed and a decision made no later than thirty (30) days after the vacancy is posted.

13-18-2-1 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.

13-18-3 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.

13-18-4 To the extent possible, all non-probationary teachers who have not acquired a position at the end of the first internal posting will be assigned prior to the completion of the internal/external posting process. These individuals will have access to vacancies not filled in the internal posting and new vacancies created by the movement of personnel during the internal posting cycle. If it is not possible to assign a teacher prior to the end of the traditional school year, Human Resources or a designee will notify the impacted teacher by the last day of school of the status of the teacher's assignment. Positions which remain unfilled, will be filled by the Department of Human Resources.

13-18-5 A list of probationary teachers “in good standing” will be retained and utilized for consideration in current/future openings. The list will be forwarded to schools for their consideration prior to the start of interviews in the internal/external posting cycle.

13-18-5-1 The term “in good standing” will mean a probationary teacher who has not been recommended for non-renewal due to classroom performance concerns and/or non completion of district job requirements.

13-19 Assignments/Placements

13-19-1 Teachers assigned to a vacant position will not be eligible to apply for subsequent vacancies during the current school year.

13-19-2 Teachers accepted to fill vacancies will remain in their current assignment until the end of the school year, except as determined by the Department of Human Resources.

13-19-3 Teachers who do not have an assignment for the next school year should, whenever possible, forward a copy of their resume to the Department of Human Resources to aid in proper placement of the teacher.

13-19-4 When there are no assignments for which an unassigned non-probationary teacher is qualified under the No Child Left Behind Act, the Department of Human Resources may assign a teacher to a position for which they are not highly qualified.

13-19-5 The Department of Human Resources or designee will notify unassigned teachers when an appropriate assignment has been confirmed, and will provide basic details of the assignment. The teacher should contact the school for further details about the assignment in a timely manner.

13-19-5-1 A temporary or annual assignment is for a specified period of time, subject to the provisions of Article 13.

13-19-5-2 A continuing assignment continues from year to year, subject to the provisions of Article 13.

Article 14 - Summer School and Evening School

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 32.

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

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 - 6 - Personal Injury Benefits and Property Damage

Article 16 - Personal Injury Benefits and Property Damage

16-1 Temporary Total Disability.

16-1-1 Teachers are covered by the District's Worker's 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 In the event a teacher, while acting within the scope of their employment, has their clothing or other personal property damaged or destroyed, as a result of an attack, assault, menace, vandalism, or pupil supervision problem the District may reimburse the teacher the cost of repair or the reasonable replacement cost of the property.

16-2-2 Given prudent and responsible handling, the District may reimburse/replace wallets/purses, outer-wear and briefcases and contents if appropriate which are stolen while on school grounds up to Two Hundred Fifty Dollars (\$250.00).

16-2-3 Given prudent and reasonable handling, the District may reimburse/replace stolen and damaged personal property used for instructional purposes at school with prior documentation and approval up to Two Hundred Fifty Dollars (\$250.00).

16-2-4 The District may pay the insurance deductible and/or Two Hundred Fifty Dollars (\$250.00) for the automobile damage because of the vandalism provided the automobile was on school grounds and the employee was acting within the scope of their employment.

16-2-5 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.

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 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

Article 18 - Student Discipline

18-1 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 his or her attendance at a conference regarding the removal.

18-2 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 disciplinary plan that should be determined by the CDM Committee. 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. The student will not be returned to class until a conference has been held with the teacher, principal or designee and student.

18-3 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.

18-3-1 In the disciplinary plan, which will be reviewed annually, the CDM Committee will incorporate the requirements of CRS 22-32-109.1 and Board Policy concerning disorderly conduct toward, harassment of and making knowingly a false accusation of child abuse against a teacher.

18-3-2 In implementing the disciplinary plan a teacher shall be protected from civil or criminal liability as provided by CRS 22-32-109.1 (9).

18-3-3 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.

Article 19 - Personal Health Problems

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 - Reduction in Force (RIF)

Article 20 - Reduction in Force (RIF)

20-1 Reduction in force shall be defined as the cancellation of an employment contract as a result of a necessary reduction in the work force due to decreased student enrollment, shortage of revenue or as otherwise provided in Colorado Revised Statutes. Such reductions shall be done in compliance with federal and state statutes, any existing court orders upon the District, and in a manner that will maintain the best educational program for the District.

20-1-1 If the District anticipates a reduction in staff, the Executive Director of Human Resources, prior to formal action, shall consult with the Association and provide information relative to the number, kind and reason for the anticipated staff reduction.

20-1-2 Normal attrition shall precede any reduction in force of regularly assigned teachers.

20-1-3 Required staff reductions should be done by endorsement area in reverse order of being hired as a teacher.

20-1-3-1 If hiring dates are identical, the tie shall be eliminated using the following criteria in descending order:

- a. The District contract experience in the subject area of program to be reduced; and,
- b. Highest degree held.

20-1-4 Upon final decision that a reduction of force will occur, the District shall provide the Association with data relative to the status of each bargaining unit employee whose job will be reduced. Such data shall include the name, certification and endorsement information, and hiring date.

20-1-5 Whenever possible, reductions in force will be limited to the end of the semester or school year. Affected teachers shall receive thirty (30) days written notice.

20-1-6 Upon the written request of the teacher identified for job reduction, the administration shall investigate all possible assignments for which the teacher is eligible. If the hiring date, certification and endorsement are in accord, the teacher shall be reassigned to another position for which qualified.

20-1-7 All staff members subject to cancellation of employment contracts shall not lose their prorated fringe benefits or salary afforded them under this Agreement. Neither shall other individual or supplemental employment opportunities or contracts be denied or negated.

20-2 No new staff members shall be employed by the District so long as there remain employees of the District whose contracts have been canceled unless those employees do not have proper certification, endorsement and qualifications to fill the vacancies which may occur. Such priority consideration will be for a period of three (3) years following the reduction.

20-2-1 Teachers will be hired in reverse order of reduction provided the teacher is certified and endorsed for the vacancy.

20-2-2 The District will send a registered or certified letter to the teacher's last known permanent address. It shall be the teacher's responsibility to notify the District of any change in the permanent address.

20-2-3 Teachers must accept the assignment within ten (10) days of the postmark date of the recall notice or the position will be offered to the next certified and endorsed teacher. The liability of the District to recall employees whose employment contracts have been canceled shall terminate if the employee does not accept re-employment.

20-2-4 When the former employee is re-employed, all accrued benefits at the time of the non-renewal shall be restored, including all eligible credit on the salary schedule.

20-3 Rights of Probationary Teachers in the event of a Reduction in Force.

Should the District be forced to non-renew any probationary teacher in the event of a reduction in force, they will have the right to be considered for interviews for any previously posted and unfilled positions, and will be given preference over similarly qualified teachers without District teaching experience. Probationary teachers will have preference for a period of fifteen (15) months following the non-renewal of their contracts. In order to be notified of any such available positions, the probationary teacher whose teaching contract was non-renewed is required to notify the personnel office on a monthly basis of their availability for such interviews.

Article 21 - Short Leaves of Absence

21-1 Sick Leave.

21-1-1 The District will allow ten (10) days of leave each year for teachers which may be used for the purpose of sick leave.

21-1-2 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.

21-1-3 Unused sick leave shall be accumulated from year to year.

21-1-4 The Sick Leave Bank will be continued under guidelines and procedures developed and administered by the Sick Leave Bank Committee approved by the District and the Association. Teachers may choose to enroll in the Bank during September of any 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.

21-1-5 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 31.

21-1-6 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.

21-1-7 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.

21-2 Personal Leave.

21-2-1 Teachers will have up to four (4) days per year of personal leave.

21-2-2 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.

21-2-3 Personal leave may not be used to extend a period of school intermission or used in conjunction with the observance of a Federal Holiday.

21-3 Legal Proceedings Leave.

21-3-1 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.

21-4 Additional Leave Restrictions.

21-4-1 Use of personal leaves may be restricted or denied by the District when an adequate supply of substitute teachers is not available.

21-4-2 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.

21-4-3 Application for leave for purposes other than sick leave shall be submitted to the principal on a District approved form at least five (5) working days in advance except in case of emergency.

21-5 Professional Leave. Teachers shall apply for professional leave days using a procedure established by the principal. This procedure shall be presented by the principal to the faculty every year. The principal will make every effort to distribute the days fairly among the faculty.

Article 22 - Extended Leaves of Absence

Links on this page:

Family Medical Leave Act

DCTA Contract - Appendix B

Article 22 - Extended Leaves of Absence

22-1 Unpaid leaves.

Teachers will be granted the following extended leaves of absence according to the provisions set forth in Appendix B.

- a. association activities leave
- b. action, vista or peace corps
- c. military
- d. maternity, paternity, and adoption
- e. family illness
- f. extended personal illness
- g. elective office
- h. travel/study or research
- i. oversee dependent schools
- j. general leave
- k. corporate internship

22-2 Paid Leave.

Teachers will be granted the following extended leaves of absence according to the provisions set forth in Appendix B.

- a. sabbatical leave
- b. vocational education proficiency leave

These leaves may be paid. Refer to Appendix B. Short-term disability leave (formerly "Restoration of Health Leave") will no longer be available, effective September 1, 2003. Refer to Appendix B, 7 – Extended Personal Illness Leave and covered by Long Term Disability Insurance.

22-3 Applying for Leaves.

Teachers requesting extended leaves of absence should apply by the date established to the Department of Human Resources. The Department of Human Resources will research availability of teachers, impact of the educational program, and impact on the District budget to determine if leaves may be granted. Requests for emergency leaves are accepted.

Article 23 - Association Rights

Article 23 - Association Rights

23-1 The Board recognizes the Association as the official organization to represent teachers.

23-1-1 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 Appendix B, paragraph 1.b.

23-1-2 The Association President may visit schools for a specific purpose after notification to the office of the principal. The Superintendent and the Association President shall enter into a memorandum of understanding that will permit an authorized designee of the Association President to visit schools for a specific purpose after notification to the office of the principal.

23-1-3 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.

23-1-4 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.

23-1-5 The Association has the right to use the school mail.

23-1-6 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.

23-2 The District agrees to deduct from teacher's 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.

23-3 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 their monthly earnings and to remit to the Treasurer of the Association, an amount equal to one-twelfth (1/12) of the dues required for membership in the organization or organizations specified in Article 23-2 above.

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 said authorization; and an agreement that such deductions and remittances shall continue from year to year, as so authorized, 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.

23-4 Representation Fee.

Representation fee deductions shall only apply to those teachers who were employed prior to or during the 1997-98 school year. Those teachers newly employed for the 1998-99 school year are not subject to the representation fee.

The District shall withhold from the salary of all contract employees in the bargaining unit represented by the Association who did not sign a membership form or file a revocation form during February 1-14, 1998, a representation fee in an amount equal to the dues of the United Education Profession (DCTA/CEA/NEA). The amount of money to be withheld and transmitted to the Association shall be an amount equal to the total dues of the Association pro-rated on a monthly basis in accordance with this Article. The following conditions for such withholding shall apply:

23-4-1 Members of the bargaining unit wishing not to pay the representation fee described above may so indicate by obtaining a revocation form provided by the Association. Revocation forms can be obtained by request, in writing or in person at the Association office, the Department of Human Resources, the school office or from building designees as appointed by the Association at each building. No other forms or letter will be honored by the District.

23-4-2 Such revocations may be done during the November 1 through November 15 revocation period of any school year. 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 representation fee.

23-4-3 Not later than November 22, the Association will hand deliver those revocation forms to District Payroll Department, such revocation will be effective December 1.

23-4-4 When Association members have no earnings due them for the month, then no deductions 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.

23-4-5 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.

23-4-6 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.

23-4-7 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.

23-5 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 24 - Joint Activities

24-1 The District and the Association recognize their collective responsibility to promote positive change in the Denver Public Schools. The following committees have been formed to work toward this end:

- Agreement Review Committee – Articles 7, 8 & 11
- Task Force on School And District Climate – Article 29 & Appendix A
- Advisory District Personnel Performance Evaluation Council (1338 Committee) – Article 10
- Pay for Performance Design Team – Memorandum of Understanding
- CDM Improvement Council – Article 5
- Interim Negotiations – Article 6
- Sick Leave Bank – Article 21
- Benefits Board – Article 30
- Tax Sheltered Annuity – Article 31
- Teacher Education Fund Committee – Article 31
- National Board Certification work group – Article 31
- Compensation of Unused Sick Leave and Early Retirement Work Group – Article 31
- Any additional committees may be formed as needed.
- Instructional Issues Council
- Budget & Compensation Committee
- Collaborative School Committee
- Personnel Committee
- Professional Standards Committee

24-1-1 The Superintendent and Association President, with support for the Agreement Review Committee (ARC), will monitor and receive committee reports, and, based on these reports will make recommendations to the Board and to the Association.

24-1-2 The Agreement Review Committee (ARC) has joint membership of the Association, including the chair of its bargaining team and one other teacher leader, and the District, including members of the Department of Human Resources. As one step in the implementation of the Framework for Partnership, the Agreement Review Committee will develop a calendar of the joint activities created by or impacting this Agreement, monitor and coordinate progress of these activities, and discuss the progress with the Superintendent and Association President. Annually, the Agreement Review Committee will make a status report to the Superintendent and Association President.

24-1-3 The District and the Association will establish an Instructional Issues Council to collaborate, advise and review the planning and implementation of its existing and proposed instructional programs including professional development. The council will be co-chaired by a teacher, appointed by the Association President, and an administrator, appointed by the Superintendent. The co-chairs will agree annually on the council's composition. The council should include teachers, principals and district administrative staff. The council may also bring additional representatives as needed to assist them with their duties.

Article 25 - Job Sharing and Half Time

25-1 Job sharing or converting from a full time employee to a half time employee may be requested by regularly assigned full time equivalent non-probationary 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.

25-1-1 Application for a job sharing or half time position must be made in writing to the Department of Human Resources by the published date.

25-1-2 Teachers wishing to job share must find another teacher who also wishes to job share.

25-1-3 Job share and half time assignments, when possible, shall be for one (1) year at a time.

25-1-4 Salary, benefits, accrued service and other employment entitlements shall be half their usual value, as applicable.

25-1-5 To be effective, the job sharing or half time assignments must be approved by the CDM Committee at the school to which the teachers are assigned.

25-2 Teachers will be notified of placement during the teacher staffing process.
Article 26 - Professional Behavior

26-1 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.

26-2 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, CDM Committees, teacher organization representatives, and negotiations. No reprisals may be taken against teachers, CDM Committee, CIC and Personnel Subcommittee members due to the exercise of the responsibilities of these positions.

26-3 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.

26-3-1 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.

26-4 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.

26-5 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.

26-6 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.

Article 27 - Controversial Issues in the Classroom

27-1 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.

27-1-1 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.

27-1-2 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.

27-2 Teachers have the right and responsibility to teach about controversial issues.

27-2-1 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.

27-2-2 Teachers have the obligation to be as objective as possible and to present fairly the several sides of an issue.

27-2-3 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.

27-3 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.

27-4 Academic Freedom.

27-4-1 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.

27-4-2 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.

27-4-3 The final responsibility in the determination of the above rests by law with the Board.
Article 28 - Substitute Teachers

28-1 Adequate Numbers of Substitute Teachers.

28-1-1 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. Teachers shall have the right to request substitutes in order of their preference. The District will give strong consideration to the teacher's request. Retired teachers from DPS may request to be placed on the list of substitutes.

28-2 Continuing Full and Half-Day Substitutes.

Full day or half day substitutes who have taught in excess of sixteen (16) consecutive days in one (1) assignment in the District shall become long term substitute teachers and shall have the rights and privileges of teachers under the terms of the Agreement for as long as they are continuously employed in that assignment.

28-2-1 Exceptions shall be limited to the following:

a. Leaves. Substitute teachers shall earn one day of sick leave for every eighteen (18) days of employment. No extended or short leaves of absences shall be granted.

b. Salary. Salaries shall be set forth in Article 32.

c. Benefits. Substitutes may participate in District programs at their own expense. Liability insurance will be provided by the District.

28-2-2 Long term substitute teachers who subsequently are awarded a contract will have their long term substitute time counted toward the salary schedule on the following basis:

a. If the continuous time worked as a long term substitute is one (1) semester to one (1) year, placement on the salary schedule shall be step two (2).

b. A teacher who teaches as a long term substitute continuously for the second semester of a school year will be placed on step two (2) of the salary schedule if appointed the following school year.

c. A teacher who teaches as a long term substitute the first semester of a school year and is appointed in January will not be placed on step two (2) until the following school year.

Article 29 - Task Force on School and District Climate

A positive school climate and good teacher morale contribute to higher student achievement. It is the shared responsibility of the District and the Association to work together to enhance morale and construct a positive school climate that supports improved job satisfaction and employee retention in the Denver Public Schools.

The District and the Association will convene a Task Force (see Appendix A) within the District to analyze the factors that influence and impact school climate and teacher morale and their effects on student achievement. The District and the Association have commissioned a comprehensive research study concerning the "Recruiting and Retaining of DPS Teachers." The Task Force shall receive the results of the research study and put forth a plan of action to implement the findings and recommendations within the District.

The Task Force will serve at the direction of the Superintendent and the President of the Association. It will be comprised of a representative body of the Denver Public Schools community including but not limited to parents, teachers, and administrators. Staff support in conducting the Task Force's activities will be provided by the Department of Human Resources. Additional resource support will be provided by the Association as required and available to ensure the success of the Task Force.

The Task Force will continue to conduct and receive research information to assess, identify and track emerging employee morale and school climate issues. They will report back to the District and the Association on an annual basis pertaining to the District's overall school climate. The report will provide an update/progress on employee morale and school climate as compared to the baseline findings. The report will also identify interventions that have had a significant impact on the issues. Additionally, the Task Force will identify continuing problem areas that remain to be addressed by the District and report back to the District and the Association on a periodic basis as required.

Article 30 - Benefits Allowance and Benefits Program

30-1 Benefits Allowance. The District shall provide teachers with a benefits allowance as a part of their total compensation package. 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 District and the Association also agree that the purpose of the benefits allowance is not to merely provide an amount equal to the premiums of health, dental and vision insurance. 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.

30-1-1 For the period of September 1, 2004, through June 30, 2005, the District shall provide all teachers based on FTE on a pro-rate basis with a benefits allowance of \$347.82 per month.

30-2 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.

30-2-1 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.

30-2-2 Composition. The Benefits Board will be composed of not less than eight (8) representatives of the District, four (4) representatives of the DCTA, one (1) representative of the DPS Retired Employees Association and three (3) representatives elected from the following groups:

- Denver Association of Educational Office Professionals
- Communication Workers of America
- Denver Federation of Paraprofessionals
- DPS Food Services Association
- Facility Managers Association
- Amalgamated Transit Union, Local 1563
- Vocational Teachers Federation of Denver, Local 203
- DPS Association of Building and Grounds Personnel
- Denver Association of School Administrators

Any of the groups identified above who do not have an elected, voting representative on the Benefits Board may designate an ex officio, non-voting member, who shall be entitled to participate in all meetings of the Benefits Board.

30-2-3 Operating Rules.

The Benefits Board shall jointly adopt rules pertaining to their operation. Such rules shall be a matter of public record.

30-2-3-1 The Benefits Board shall develop procedures for election and recall of its members. Individuals elected to this position shall serve a three-year term. Elections should take place in December.

30-2-3-2 Quorum.

Not less than eight (8) representatives, four (4) representing DPS and four (4) representing the employees, 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.

30-2-3-3 Consensus.

At each meeting where decisions must be made by the Benefits Board, an attempt shall be made to achieve consensus of all voting and non-voting members. Only if consensus cannot be achieved shall a vote of the voting members be conducted. Each member will exercise one (1) vote. A majority (50 percent + 1) vote of the members present and voting is required to approve any change in the benefits programs.

30-2-3-4 Impasse Resolution.

If a majority of the Benefits Board cannot reach a decision with respect to the plan or operation of the plan, the Benefits Board shall, within ten (10) days from the date of its last meeting, mail to each member participating in the health benefit plan a ballot presenting the decision to be made, together with an explanation of the available options. The ballots must be returned by participants within thirty (30) days of the date they were mailed. The Benefits Board will implement the decision of the majority of the voting participants.

30-2-4 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.

30-3 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.

30-4 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.

30-5 The District shall provide an IRS 125 plan to allow pre-tax deductions for flexible spending accounts for child care, care of the elderly, health care reimbursement accounts, and dependent insurance including health, dental and vision coverages.

Article 31 - Salary

Links on this page:

National Board Certification

Article 31 - Salary

31-1 Annual Compensation Adjustments.

- a. Effective September 1, 2005, selected steps of the salary schedule shall receive an increase as shown on the schedule.
- b. Education increments will be available in January 2006 and June 2006 according to the procedures set forth in Article 31-4.
- c. Regular experience steps shall be granted September 1, 2005. An additional step shall be granted for those individuals that were employed by the district in 2002-03 and still employed by the district as of

September 1, 2005. This additional step shall be effective July 1, 2005, though not paid until after the effective date of the contract.

d. Longevity increments shall be granted September 1, 2005. An additional longevity credit shall be granted for those individuals that were employed by the district in 2002-03 and still employed by the district as of September 1, 2005.

The salary schedule below shall be effective September 1, 2005

BA BA+30 BA+60/MA MA+30 MA+60 DOCTORATE

TIR

\$31,633

\$32,097

Step 1

\$33,301

\$33,545

\$33,789

\$34,898

\$37,222

\$39,561

Step 2

\$33,551

\$33,867
\$34,181
\$36,585
\$39,014
\$41,459

Step 3
\$33,645
\$34,082
\$35,540
\$38,065
\$40,601
\$43,156

Step 4
\$33,815
\$34,266
\$36,868
\$39,515
\$42,162
\$44,821

Step 5
\$34,123
\$35,688
\$38,434

\$41,178
\$43,940
\$46,714

Step 6
\$34,328
\$37,205
\$40,068
\$42,919
\$45,794
\$48,701

Step 7
\$35,775
\$38,783
\$41,750
\$44,759
\$47,730
\$50,793

Step 8
\$37,281
\$40,393
\$43,518
\$46,659
\$49,767

\$52,973

Step 9

\$38,841

\$42,126

\$45,373

\$48,646

\$51,945

\$55,249

Step 10

\$40,493

\$43,916

\$47,329

\$50,749

\$54,156

\$57,628

Step 11

\$42,202

\$45,754

\$49,331

\$52,882

\$56,481

\$60,116

Step 12
\$44,002
\$47,709
\$51,453
\$55,204
\$58,917
\$62,703

Step 13
\$46,251
\$50,152
\$54,185
\$57,952
\$61,872
\$65,818

31-2 Teachers in residence (TIR) newly hired by the District for the 2002-2003 school year and thereafter will be placed on the appropriate "TIR Step" of the salary schedule. Teachers in residence will remain on the "TIR Step" until they receive a Colorado teacher license. Except for the provisions of Article 31-1-c, when teachers in residence receive a Colorado teacher license they will be advanced immediately to the appropriate educational column and the experience step commensurate with their experience with the District and approved outside experience.

31-3 Salary Schedule Placement and Advancement.

Teachers shall be placed and advanced on the salary schedule based on their experience in teaching and level of education in accordance with Board policy. Before the Board makes any change to existing policies regarding placement and advancement, the Association must be notified and given opportunity to discuss any proposed changes with the Board. Guidelines for placement and advancement will be provided to the Association, posted, and provided to any teacher who requests it. Changes made during the year must be distributed to the Association, posted, and provided to any teacher who requests it within thirty (30) days following adoption by the Board.

31-4 Education Increments.

Teachers shall receive education increments on the next scheduled payday that is at least twenty-five (25) days after the teacher has submitted all required transcripts and necessary paperwork to the Department of Human Resources.

31-4-1 Teachers may elect to earn credit for District inservice at the rate of fifteen (15) hours contact time for one hour of semester credit, which may be used for advancement on the salary schedule to any educational column. Should compensation for inservice be required as otherwise described in this Agreement, the teacher may elect to earn credit in lieu of pay.

31-5 Longevity Increments.

Longevity Increments are awarded after the completion of 15 years of Denver Public Schools experience and each five-year period thereafter. Payment of longevity increments shall be the next month following the employee's anniversary date.

31-5-1 Effective September 1, 2004, the value of each longevity increment reflects an increase of 1.0%. For each teacher this means that of the longevity increments earned prior to September 1, 2002, the most recent one earned will be valued at \$1,275 and all prior longevity increments will be valued at \$741. The value of each longevity increment earned on or after September 1, 2002 will be \$1,275.

31-6 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 inservice education rate.

31-6-1 The District shall seek advice from the Association in the development of new teacher pre-service, induction and inservice programs.

31-6-2 All teachers required to participate in the Induction Program will be paid at the inservice rate specified in Article 32.

31-6-3 In lieu of inservice pay, teachers may elect to earn credit for District inservice at the rate of fifteen (15) hours contact time for one (1) hour of semester credit, which may be used for advancement on the salary schedule to any educational column.

31-7 Incentives for National Board Certification

31-7-1 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.

31-7-2 Teachers who obtain National Board Certification and continue to hold valid certification shall be placed on the next higher education column. A teacher in the doctorate column shall receive an additional 7% increase to his/her annual salary.

31-8 Market Incentives for English Language Acquisition – Spanish (ELA-S) Teachers.

The District shall pay market incentives to qualified teachers who serve in English Language Acquisition – Spanish (ELA-S) assignments. Beginning with the completion of the 2002-03 school year, teachers will be paid the incentive on their July check.

31-8-1 Effective September 1, 2003, teachers who have successfully completed the Spanish Language Proficiency Test or any other district approved assessment will be considered qualified.

31-8-2 On completion of one full year of teaching in an ELA-S assignment, a teacher will receive a five hundred dollar (\$500) incentive.

31-8-3 On completion of two or more years of service in an ELA-S assignment, a teacher will receive an eight hundred dollar (\$800) incentive for additional service. Teachers will not need to serve in consecutive years to receive the increased incentive.

31-9 Freezing Teacher Compensation for Unsatisfactory Performance.

Any teacher who received an unsatisfactory performance appraisal and is on a remediation plan is not eligible for and will not receive an experience increment. All other teachers who receive an unsatisfactory performance appraisal and are on a remediation plan will not receive the scheduled cost of living adjustment. It is the intent of the parties that this Article shall not result in a reduction of a teacher's current salary. When the teacher successfully completes the remediation plan, the teacher will be placed on the appropriate step, with the correct longevity at the current rate, effective at the beginning of the month following such successful completion.

31-10 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:

31-10-1 When the teacher has met the requirements for retirement in the District, that teacher shall be eligible for compensation for accumulated sick leave.

31-10-2 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.

31-10-3 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.

31-10-4 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.

31-10-5 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

31-10-5-1 The District and the Association shall coordinate efforts to communicate information with respect to payment options to teachers.

31-10-5-2 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 teachers from the Benefits Board appointed by the DCTA President and two administrators from the Benefits Board appointed by the Superintendent shall govern the trust.

31-11 Work Group to Consider Options for Calculating Highest Average Salary

The District and the Association shall establish a joint work group to consider options for working methods used by the Public Employees Retirement Association (PERA) for calculating highest average salary. The work group should consider topics including but not limited to:

- Inclusion of unused sick leave at the rate of .0015 per day
- Inclusion of summer service
- Inclusion of service credit

The work group will complete its charge in time for consideration by the negotiations teams in the spring of 2004.

31-12 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.

31-12-1 Teachers will only be reimbursed for courses relevant to the District's educational mission including preparation and/or assessments associated with meeting the standard of highly qualified teacher under No Child Left Behind. The committee will include in its guidelines standards of relevancy for reimbursement.

31-12-2 The District will provide clerical support to implement the committee's decisions. Such clerical support will not exceed twenty (20) hours per month.

31-13 Transportation Allowance.

31-13-1 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.

31-13-2 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.

31-13-3 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 dollars (\$30.00) stipend per month in addition to mileage.

31-13-4 Teachers authorized transportation allowance but not owning or driving an automobile are reimbursed for actual bus fare expenditures.

31-14 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 15.

31-15 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 32 - Extra Duty Compensation

Links on this page:

[Paid Class Coverage](#)



[Paid Class Coverage -- Article 32-6](#)

Article 32 - Extra Duty Compensation

32-1 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.

32-2 Hourly and Daily Rates

<u>Duty</u>	<u>Rate</u>
Curriculum Development Assignments	\$30.17/hr.
Summer School Teaching	\$30.17/hr.
In-service Education	\$19.60/hr.
Hourly Teacher	\$19.60/hr.
Long Term Substitute	\$153.21/day
Daily Substitute	\$85.00/day

Daily Substitute identified in the district substitute system as a retired teacher from Denver or any other district \$100.00/day

Teachers for Homebound \$30.17/hr.

Senior High Stage Manager \$30.17/hr.

(max 100 hours per building)

Senior High Supervision at Afternoon Event \$17.08/event

Senior High Supervision at Evening Event \$28.45/event

In-service Presenter Assignments \$30.17/hr.

Mentor Assignments \$200/semester for one mentee
 \$375/semester for two mentees
 \$425/semester for 3 or more mentees

Assistance Program

Assistance Team Member \$510 for each of one or two
 30-working day period(s)

Assistance Team Chairperson \$690 for each of one or two
 30-working day period(s)

32-2-1 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.

32-3 Activity Salaries.

Step	Schedule 1	Schedule 2	Schedule 3	Schedule 4	Schedule 5	Schedule 6
1	\$4250	\$3231	\$2721	\$2649	\$2357	\$2065
2	\$4455	\$3436	\$2927	\$2854	\$2562	\$2270
3	\$4660	\$3640	\$3131	\$3058	\$2766	\$2475
4	\$4864	\$3845	\$3336	\$3263	\$2971	\$2680
5	\$5069	\$4049	\$3540	\$3467	\$3177	\$2888
6	\$5274	\$4255	\$3745	\$3672	\$3381	\$3091

Step	Schedule 7	Schedule 8	Schedule 9	Schedule 10	Schedule 11	Schedule 12
1	\$910	\$774	\$478	\$4759	\$5050	\$3827
2	--	--	--	\$4988	\$5303	--
3	--	--	--	\$5218	\$5555	--
4	--	--	--	\$5447	\$5808	--
5	--	--	--	\$5676	\$6060	--
6	--	--	--	\$5905	\$6313	--

32-3-1

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

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, Head Volleyball, Assistant Basketball, Assistant Football, Assistant Wrestling, Head Field Hockey, Head Lacrosse.

Schedule 5: Assistant Baseball, Assistant Softball, Assistant Track, Assistant Swimming, Assistant Gymnastics, Assistant Soccer, Assistant Volleyball, 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)

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

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

Schedule 11: Building Instructional Coaches.

Schedule 12: JROTC Instructors

32-3-2 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.

32-3-3 Every year teachers shall be granted one step for each year of experience in the same activity.

32-3-4 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.

32-4 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.

32-5 Calendar of Activities.

Principals, after consulting with the PSC, 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 CDM Committee and the principal to determine the fund dispersal resulting from the allocations under this Article.

32-6 Paid Class Coverage.

The Board agrees to pay teachers directed to cover assignments for other teachers.

32-6-1 The amount paid the teacher or teachers covering the assignment would be prorated at the rate of \$19.60 per hour.

32-6-2 The teacher's school day may be extended the appropriate amount of time.

APPENDIX A
TASK FORCE AND SCHOOL CLIMATE

The climate of the District and its schools are major factors in the District's ability to attract and retain quality employees. The District and Association share a common desire to provide:

a climate that enhances the opportunities for improved student achievement, and a climate that improves staff morale by honoring the efforts and contributions of individuals who have dedicated themselves to educating Denver's children.

Fundamental to this effort is our common belief that our best recruiters are current employees who will communicate to potential colleagues the values and benefits of working in Denver.

Therefore, the parties have agreed to convene a Task Force by September 15, 2002, that will meet frequently and on an ongoing basis. The overall purpose of the Task Force is to improve District and school climate. The Task Force will develop a plan of action (including the appropriate accountability aspects) to accomplish this purpose. To assist in this effort the District and Association have commissioned a comprehensive research study concerning the "Recruiting and Retaining of DPS Teachers", conducted by Ciruli & Associates. It includes a compilation and analysis of all known research within the District on teacher morale and job satisfaction issues gathered from 1998 to the present.

The Ciruli Study of March 2002, also includes the results and primary research including telephone surveys and focus groups of current and retired Denver Public Schools teachers as well as potential Denver Public Schools teacher candidates. Additional national and statewide research on the subject has been incorporated into the analysis being done by the Ciruli Study.

The results of the Ciruli Study will be received by the Task Force as the baseline study within the District on teacher morale and school climate. Working from this baseline, the Task Force will develop the formal plan of action involving all aspects of the District to address issues and concerns relating to the findings and recommendations and report to the Superintendent and Association President by January 15, 2003. The approved plan will be assigned to the appropriate departments, building administration and association representatives by the Superintendent and Association President.

The plan of action should include in-depth recommendations concerning the following factors indicated in the Ciruli Study as contributors to good school and District climate.

Using the above referenced information determine the source of the fear of reprisal and retribution that seems to permeate the ranks of employees of the District.

Make recommendations to restore the atmosphere to one of professional pride, trust and respect.

Debunk myths that perpetuate negative and unwarranted stereotypes such as the dubious quality of unassigned teachers.

Identify the factors and characteristics of a building leader that contribute to a school climate that will retain employees and attract new ones.

Design a plan for providing the professional development necessary to support the institution of these factors and characteristics.

Make recommendations concerning a system of professional support of teaching in every school (especially for teachers new to the profession) and, in particular, a system of supports that would attract and retain quality teachers in low performing schools such as reducing class size, more teaching resources, etc.

Review and assess the impact of the current school rating system the District's ability to attract and retain teachers and design appropriate strategies for inclusion into the District's public relations efforts.

Serve as a sounding board for issues related to its charge and seek out situations that may provide helpful information such as an examination of troubled schools. Field work and other affirmative efforts to delve into such problems are encouraged with reports made to the Superintendent and Association President as appropriate.

Review and make recommendations regarding the Department of Human Resources policies and practices that could enhance District climate and employee morale.

The composition of the Task Force will include teachers appointed by the Association President and principals and central administrators appointed by the Superintendent and parent/community representatives selected by both parties. The Task Force will be supported in its work by the Department of Human Resources with assistance from the Association, the Community Relations Office, Public Information Office and other departments as needed.

Following the completion of the action plan to support the Ciruli Study, the Task Force will continue to conduct and receive research information to assess, identify and track emerging employee morale and school climate issues as listed in the aforementioned factors. They will report back to the District and Association on an annual basis regarding action items pertaining to the District's overall school climate. The report will provide an update/progress report on employee morale and school climate as compared to the baseline findings. The report will also identify interventions that have had a significant impact on the issues. Additionally, the Task Force will identify continuing problem areas that remain to be addressed by the District and report back to the Board and Association on a periodic basis as required.

APPENDIX B - EXTENDED LEAVES OF ABSENCE

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 up to two (2) years, 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 not been absent.
- 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 one (1) full school year or for second semester.

2. ACTION Programs Leave.

Leave for Action programs, VISTA and Peace Corps may be granted, without pay, to any teacher who enlists for a period not to exceed two (2) years.

- a. 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 in the system during the absent period.
- b. Leave for ACTION Programs, VISTA and Peace Corps is for one (1) year at a time and the teacher must renew the leave for an additional year.
- c. 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 one (1) full school year or for second semester. If a position is held for the teacher's return, it shall be held for one year only.

3. Military Leave.

Emergency military leave as provided by Colorado Revised Statutes 1973, 28-3-602, may be granted without pay to any teacher who is inducted or enlists in active military services in time of war or other emergency declared by the proper authority of the State or the United States.

- a. Upon return from such leave, a teacher will be placed on the salary schedule at the level the teacher would have achieved if such leave had not been taken.
- b. Military leave is for one (1) year at a time and the teacher must renew the leave each year thereafter for the duration of the period of such war or other emergency.
- c. When teachers indicate in writing, at the time of application for leave, that is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for one (1) full school year or for second semester. If a position is held for the teacher's return, it shall be held for one year only.

d. Military leave of up to fifteen (15) days in any calendar year without loss of pay or other benefits under the provisions of Colorado Revised Statutes 1973, 28-3-601, will be granted to any teacher who is a member of the National Guard or any other component of the military forces of the State or reserve forces of the United States and who is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law.

4. Maternity, Paternity and Adoption Leave.

All regularly appointed, full-time employees will be granted maternity, paternity and/or adoption leave for up to two (2) years, without pay or increment, when requested in writing.

a. 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.

b. Prior to the effective date of the leave, the employee may use all or any portion of accumulated sick leave days.

c. The period of probation for a teacher will be extended in accordance with the length of leave of absence pursuant to the Colorado Revised Statutes 1973, 22-63-112.

d. When teachers have indicated in writing, at the time of application for maternity, paternity or adoption leave, that it is their desire to return, every reasonable attempt will be made to return them to their vacated assignment. The District will not be obligated to hold the teacher's vacated position open any longer than the teacher's original request of up to four (4) semesters. The teacher will be considered as part of that school staff while on leave. The vacated position will be posted and filled for the remainder of the semester or school year(s), unless the teacher indicates he/she will return sooner, in which case the position will be filled on a temporary basis until the regular teacher returns.

e. Should teachers find it necessary to extend their original maternity, paternity or adoption leave, they shall indicate, in writing, the additional time needed, not less than thirty (30) days prior to the original date of return. Upon return from such extended leave, a teacher will be assigned to the same position, if available, or if not, to a substantially equivalent position. The total leave requested shall not exceed four semesters.

f. Certain District employees are eligible for benefits under the Family and Medical Leave Act (FMLA). The District may require FMLA-eligible employees to utilize their FMLA leave concurrently with such leave. If the District wishes to require concurrent usage, it will at the time of approving the employee's request for such leave, give the employee written notice specifying which portion of such leave will be designated as FMLA leave. Other provisions of FMLA and District policy may apply to the FMLA portion of the leave.

5. Family Illness Leave.

A leave of absence of up to one (1) year, without pay or increment, will be granted to regularly appointed teachers for the purpose of caring for a sick member of the teacher's immediate family who is suffering from a serious medical condition and such leave may be extended for one (1) year.

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 one (1) full school year or for second semester. If a position is held for the teacher's return, it shall be held for one year only.

a. Certain District employees are eligible for benefits under the Family and Medical Leave Act (FMLA). The District may require FMLA-eligible employees to utilize their FMLA leave concurrently

with such leave. If the District wishes to require concurrent usage, it will at the time of approving the employee's request for such leave, give the employee written notice specifying which portion of such leave will be designated as FMLA leave. Other provisions of FMLA and District policy may apply to the FMLA portion of the leave.

6. Extended Personal Illness Leave.

Any regularly appointed teacher who suffers from a serious medical condition and such condition extends beyond accumulated sick leave allowable will be granted a leave of absence of up to one (1) year without pay or increment, and such leave may be extended for one (1) year.

a. Request for such leave must be accompanied by a statement from a regularly licensed physician that such leave is medically necessary.

b. 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.

c. Upon return from such leave, a teacher will be assigned to the same position, if available, or, if not, to a substantially equivalent position. If a position is held for the teacher's return, it shall be held for one (1) year only.

d. Certain District employees are eligible for benefits under the Family and Medical Leave Act (FMLA). The District may require FMLA-eligible employees to utilize their FMLA leave concurrently with such leave. If the District wishes to require concurrent usage, it will at the time of approving the employee's request for such leave, give the employee written notice specifying which portion of such leave will be designated as FMLA leave. Other provisions of FMLA and District policy may apply to the FMLA portion of the leave.

7. Short Term Disability Leave.

Regularly appointed teachers who suffer from a serious medical condition, have completed at least ten (10) years of active service in the District will be granted, upon request, a one (1) year short term disability leave of absence with one-half (1/2) pay.

a. Upon return from such leave, the 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 not been absent.

b. Request for such leave must be approved by the Department of Human Resources. An external consultant may be used, but the District will make the final decision.

c. Such leave of absence may be extended without pay or increment for an additional year.

d. Maternity, paternity and/or adoption conditions are eligible for this type of leave.

e. 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 one (1) full school year or for second semester. If a position is held for the teacher's return, it shall be held for one year only.

f. Certain District employees are eligible for benefits under the Family and Medical Leave Act (FMLA). The District may require FMLA-eligible employees to utilize their FMLA leave concurrently with such leave. If the District wishes to require concurrent usage, it will at the time of approving the employee's request for such leave, give the employee written notice specifying which portion of such leave

will be designated as FMLA leave. Other provisions of FMLA and District policy may apply to the FMLA portion of the leave.

8. Elective Office Leave.

A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition.

- a. Regularly appointed teachers who have completed at least three (3) continuous years of service may be granted a leave of absence without pay in order to run for, or serve in, public office.
- 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 one (1) full school year or for second semester. If a position is held for the teacher's return, it shall be held for one year only.

9. Travel, Study, or Research Leave.

Regularly appointed teachers who have completed at least three (3) continuous years of service in the District may be granted, upon request, leave of up to one (1) year without pay or increment for professional study, travel, or research. Written requests for leave must be received thirty (30) days prior to the beginning date leave is requested.

- a. Such leaves may be extended up to one (1) year without pay or increment.
- 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 one (1) full school year or for second semester. If a position is held for the teacher's return, it shall be held for one year only.

10. Overseas Dependent Schools Leave.

Regularly appointed teachers who have completed at least three (3) continuous years of service may be granted leave without pay to take a position in Overseas Dependent Schools.

- a. Leave will be granted for one (1) year and may be extended for one (1) additional year.
- b. Upon return, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had not been on leave.
- c. 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 one (1) full school year or for second semester. If a position is held for the teacher's return, it shall be held for one year only.

11. Vocational Education Proficiency Leave.

The District agrees to grant to the vocationally qualified teachers, representatives of Business and Office Distributive Education, Home Economics, and Trades and Industry, the following considerations.

- a. Proficiency leave guaranteeing full pay for one (1) year of one hundred eighty-four (184) school days, provided:
 - i. Proficiency leave would include work experience to upgrade teaching ability.
 - ii. Work experience wages to be returned to the District up to an amount of present salary.

b. Proficiency leave incorporating half pay for one (1) year, with permission to gain work experience.

i. Upon return, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had not been on leave.

ii. 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 providing they return from leave at the beginning of the first or second semester. If a position is held for the teacher's return, it shall be held for one year only.

iii. The District and the Association agree that the District will make every effort to ensure that all District vocational reimbursable programs will be taught by vocationally credentialed teachers in accordance with current state regulations.

12. General Leave.

General leave of absence for reasons other than study, health or travel may be granted to a certificated teacher, as defined in Article 1-1, without pay, increment, or benefits when such employee identifies circumstances, which may require an extended absence from the District.

a. A teacher must have completed at least three (3) continuous years of active full time service in the District just prior to the request for leave or have attained tenure status. A reasonable condition for extended leave not covered by other leave of absence provisions must be stated.

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. A general leave of absence may be extended for one (1) year at a time without pay or increment for up to five (5) years.

d. Every effort will be made to return an employee to a comparable position upon return from a general leave of absence.

e. Time spent on a general leave of absence will not be accredited for seniority purposes.

f. Employee benefits will not continue during the period of leave.

13. Corporate Internship Leave.

Regular appointed teachers who have completed at least five (5) continuous years of service in the District may be granted, upon request, leave of up to one (1) year without pay or increment to participate in corporate internship programs. Written requests for leave must be received at least thirty (30) days prior to the beginning date leave is requested.

a. Such leaves may be extended up to one (1) year without pay or increment.

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 one (1) full school year or for second semester. If a position is held for the teacher's return, it shall be held for one year only.

14. Additional Leave Conditions.

The following conditions shall apply to all extended leaves:

- a. All requests for extended leaves of absence will be applied for and granted in writing.
- b. The time on extended leaves of absence shall not be counted in computing the probationary period required for tenure purposes.
- c. Except in unusual circumstances, or when the general leave is being used, no combination of leaves of absence shall exceed two (2) consecutive full years.
- d. Teachers shall continue to accrue seniority in the District while on approved leaves, except that seniority shall not accrue while a teacher is on general leave.

15. Sabbatical Leaves of Absence.

- a. Sabbatical leaves of absence are granted for professional improvement upon recommendation by the Superintendent.
 - i. Requests for sabbatical leaves of absence must be received by the Department of Human Resources, in writing, in such form as may be required by the Department of Human Resources, by the date established by the Department of Human Resources for making such application preceding the semester of the school year in which the sabbatical leave is requested, except in the case of emergencies.
 - ii. The teacher must have completed at least five (5) consecutive, full school years in active service as a regularly appointed teacher in the District, in order to be eligible to request a sabbatical leave.
 - iii. Teachers on sabbatical leaves of absence will be paid at one-half (1/2) of their annual salary rate.
 - iv. Full health insurance will be provided for the teacher by the District.
 - v. The teacher shall agree to return to employment with the District for one (1) full year in the event of a one-half (1/2) year leave of absence, or two (2) full years in the event of a full year leave.
 - vi. The teacher shall agree to notify the Department of Human Resources for approval of any projected changes in the teacher's plan for professional improvement.
 - vii. The teacher returning from a sabbatical leave of absence shall submit, to the Department of Human Resources, a report containing transcripts of all college and university study while on leave, a description of travel and all other items of information pertinent to an appraisal of the teacher's program.
- b. Upon return from sabbatical leave, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had not been on leave.
- c. A year spent on sabbatical leave will count toward the career increments as a year of active teaching service.
- d. Effective June 1, 1979, a year spent on sabbatical leave will count as a year of active service for retirement, provided the teacher pays the difference between sabbatical leave retirement withholding and the full retirement amount.
- e. When teachers have indicated, at the time of application for sabbatical leave, that it is their desire, every reasonable attempt will be made to return them to their vacated assignment. Such vacated positions

will be posted as one (1) semester only or one (1) year only. If a position is held for the teacher's return, it shall be held for one (1) year only.

f. A sabbatical leave of absence may be extended, without pay or increment, for one (1) additional year.

APPENDIX C

Appendix - Market Compensation Task Force

The Board of Education and the Denver Classroom Teachers Association affirm the need to effectively compete in the market for the highest quality teachers and other professionals represented by the DCTA, consistent with overall district financial strength and should consider all DPS pay plans for the bargaining unit in this effort. This effort shall be part of the process of ensuring that the traditional compensation system remains competitive and therefore shall include the relationship and the interactions between the traditional system and the ProComp system.

Both parties recognize that the achievement of a particular market position which would return DPS teachers' value to the market place is a challenge that must be accomplished over a multi-year period beginning in school year 2005-06 and must be maintained in the face of changing market conditions.

In order to accomplish this goal, it is necessary to jointly develop a high level of technical understanding of the market conditions that we face by conducting a technical study of these conditions. The purpose of the analysis is to assess the impact of recent compensation decisions negotiated by DCTA and the District within the collective bargaining process. The study will analyze the effect of these decisions on the District's competitive position in the marketplace and the effect on the ability of the District to retain, attract and reward teachers. A particular focus will be placed on the experience steps and longevity increments as a priority over other elements of the compensation system in the study.

To this end, DPS and DCTA will establish a Market Compensation Task Force to evaluate the DPS Total Compensation System to determine its strengths and weaknesses and recommend needed improvements to again become a competitive leader in the market. The Task Force will be comprised of four appointees each by the DCTA President and the Superintendent, one community member each appointed by the DCTA President and the Superintendent, and one community member appointed by the mutual agreement of the DCTA President and the Superintendent. Decisions of the Task Force shall be made by consensus. The Task Force members shall appoint Co-Chairpersons at its first meeting.

The study will be conducted at the direction of the Task Force by a professional consulting organization with knowledge of teacher compensation issues and familiarity with issues specific to DPS teacher compensation systems (ProComp and Traditional). Selection of a consultant will be done through a Request for Proposal process conducted by the District with participation of DCTA.

The District and DCTA will jointly fund the total compensation market study and will provide the necessary resources to effectively support the charge of the task force.

The results of the study and recommendations of the Task Force will be presented to the Board of Education and the DCTA Board of Directors in a joint session by February 1, 2005.

In addition, the results of the study and recommendations will be presented by the consulting firm and Task Force in the Board of Education's first 2005-06 special budget work session and prior to any other budget work session. The findings will be used to provide input into the District's budget process, including the setting of District priorities for 2005-06. The Board of Education shall then take action on the priority recommendations of the study consistent with available District resources and prior to taking any other budget action for the 2005-06 budget year. (Article 31-15) Similar guidance to the negotiations teams of the District and DCTA for the 2005-06 budget cycle will also be provided by the Task Force.

The Market Compensation Task Force shall examine the teachers' and other DCTA bargaining unit professionals' compensation market and make recommendations to the Board of Education, the DCTA Board of Directors and their respective negotiations teams on the following topics:

1. identification of all elements of total teacher compensation in DPS and other districts chosen for the study
2. development of a methodology for comparing the present value of total teacher compensation over the course of a total career
3. development of a methodology for identifying points in a teacher's career where DPS is non-competitive and others where DPS is highly competitive and development of specific recommendations for addressing those weaknesses in DPS's competitive position consistent with district financial considerations
4. the following concepts at a minimum: additional steps beyond step 13, additional longevity payments, enhancements of or additions to existing steps or lanes, additional benefit allowance allocations, year-to-year step rollover from unused entry level steps to other elements of teacher compensation
5. identification of appropriate districts with which to compare DPS and the market position that we wish to achieve relative to those other districts
6. identification of other, non-school district employers that may be competitors for professionals in the bargaining unit other than classroom teachers and the market position that we wish to achieve relative to those other employers
7. identification of all DPS categories of employees, in all employee groups regardless of bargaining unit status, by number of FTEs and their rates of total compensation, and a comparative study with DPS's position relative to the other districts in the study
8. the relationship and the interactions between the traditional system and the ProComp system (3.3.1 and 3.3.1.1 of the ProComp Agreement)