

**TENTATIVE AGREEMENT
BETWEEN
SCHOOL DISTRICT #1,
DENVER PUBLIC SCHOOLS
AND
DENVER CLASSROOM TEACHERS ASSOCIATION**

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, religion, sex/gender (including pregnancy, childbirth, and related medical conditions), disability, citizen status, sexual orientation, gender identity, transgender status, marital status, veteran status, age, ~~and consistent with the provisions of the Americans with Disabilities Act~~, membership or official activities in any teacher organization, or any other such other specified human or civil rights as may be protected by statute.
- 2-3 The District and the Association shall collaborate on the creation of a webinar regarding the terms of this Agreement and take steps to assure that the webinar is available at all times to teachers. The District and the Association may also mutually agree to conduct additional ~~regularly conduct~~ training with teachers and administrators, as necessary, to ensure the implementation and enforcement of the Agreement. The District and the Association will also publish this Agreement on their respective websites.
- 2-4 No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association.
- 2-4-1 Unless otherwise provided in this Agreement, requests for waivers from this Agreement shall be made by the principal and the Association Representative to the Board of Education and the Association. Practices in individual schools that have not followed this procedure are not precedent-setting and do not establish a past practice.
- 2-5 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of the Agreement or any application of this Agreement to any teacher covered hereby is found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.

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- 2-6 In case of any direct conflict between the express provisions of this Agreement and any Board policy or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- 2-7 The parties recognize that the Board has the responsibility and authority to establish policies and regulations for the management of all the operations and activities of the District. All lawful rights and authority of the Board not modified by this Agreement are retained by the Board.
- 2-8 This Agreement constitutes District policy for the term of said Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
- 2-9 The Association shall continue to admit persons to membership without discrimination on the basis of any of the protected classes listed in Article 2-2 ~~race, creed, color, national origin, sex, sexual orientation, marital status, age, handicapping condition, membership in any teacher organization or such other specified~~ any other human or civil rights as may be protected by statute.
- 2-10 ~~Teachers-Employees covered by this Agreement~~ have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education. Membership of a teacher in, or financial support for any organization, shall not be required as a condition of employment with the District.

DCTA Representative

DPS District 1 Representative

By: _____

By: _____

By: _____

By: _____

Date: _____

Date: _____