

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

Article 6 - Negotiating Procedure

6-1 During the term of this Agreement, neither the Master Agreement nor the ProComp Agreement may be reopened except by mutual consent of the parties or when permitted by law or this Agreement.

6-2 The Agreement is open for negotiation during the eight months prior to the date the Agreement is scheduled to expire (usually January 1st through August 31st). ~~After January 1st of the year the Agreement is scheduled to expire~~ While the Agreement is open, upon request by either party, the District and the Association will negotiate as provided in this Article 6-2.

~~6-2-1~~ Prior to the commencement of any public negotiation sessions, the District and Association members of the Agreement Review Committee (ARC) shall meet to discuss the role of the public participants at negotiations, if any, and such other norms and expectations as may be necessary to ensure that a professional and productive, collaborative environment is maintained.

6-2-1 Written requests for negotiations between the Board and the Association may be submitted on such matters concerning teachers' salaries, wages, hours and conditions of employment. All proposals relevant to these issues are subject to negotiation. Such requests will specify the subject matter to be considered.

~~6-2-23~~ A written response will be made within ten (10) school days of the receipt of any such written request.

~~6-2-34~~ Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party; provided, however that the first meeting shall be held within ten (10) school days of such written response, unless other arrangements are mutually acceptable.

~~6-2-45~~ The Board and the Association agree to accept and consider recommendations from the Community when modifying this Agreement.

~~6-2-56~~ 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.

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~~6-2-67~~ If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties with no loss of pay.

~~6-2-78~~ Either party may use the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

~~6-2-89~~ 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. ~~When necessary to protect confidential information, the District or the Association can request that the other party enter into a confidentiality agreement prior to providing the information.~~

~~6-2-94~~ 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.

~~6-2-104~~ Both parties shall make a good faith effort to conclude negotiations at least ~~thirtyniney -(3909) days before the expiration date of this Agreement (usually coinciding with the end of the school year) in order to assure sufficient time for mediation if necessary. Such negotiations shall conclude no later than May 1st, 2011 in June 15th of the year the Agreement is scheduled to expire, unless extended by mutual consent.~~ ~~If impasse is reached, the parties shall use the vehicle for resolution as provided under Article 6-2-112.~~

~~6-2-112~~ Impasse Resolution/Mediation.

~~6-2-112-1~~ Either party may declare an impasse. Then a mediator shall be selected from the Federal Mediation and Conciliation Service or, if the parties cannot agree on an FMCS mediator, with the assistance of the American Arbitration Association, according to the procedure of Article ~~7-3-5-2.~~

~~6-2-112-2~~ Any mediation efforts must be concluded by August 31, and will be conducted under rules determined by the mediator, but shall be in accordance with all state and federal law, but shall be within the parameters of all state and federal law.

~~6-2-112-3~~ If mediation is unsuccessful and if both parties agree, the mediator may issue a written report to the parties explaining the matters still at issue.

~~6-2-112-4~~ The parties agree to share the cost of mediation equally.

6-3 Financial Agreement Negotiations

6-3-1 While it is the intent of the parties that the economic provisions in this Agreement shall remain in full force and effect during its term, ~~the provisions of the agreement relating to salaries and benefits may be reopened by the District in compliance with the provisions of the TABOR Amendment and 22-32-110(5) C.R.S. Furthermore, if Total Program Funding, as defined in 22-54-104, C.R.S., per student is 2.0% greater in any school year over the prior school year, either party has the right to reopen negotiations to consider increasing salaries, except that the agreed upon raises in this Agreement shall remain in effect unless the parties agree to an additional increase over said agreement for the school year for which negotiations were reopened.~~ in order to comply with the provisions of the TABOR Amendment and § 22-32-110(5) C.R.S., the provisions of the Agreement relating to salaries and benefits may be reopened by the District in connection with its annual adoption of its budget.

6-3-2 As of the time they are made available to the Board, the Board will provide the Association with a Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and any proposals affecting teachers' salaries, ~~and benefits~~ wages, hours and conditions of employment.

6-3-3 Any agreement reached as a result of these negotiations should be reduced to a written Financial Agreement that can be for one-year or multi-year terms.

~~6-11 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 7-3-5-6-11-2. 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.~~

6-4 Interim Negotiations. This provision is not intended to allow for changing the language or the intent of the existing Agreement outside of the normal bargaining cycle when the Agreement is open for negotiation. From time to time, however, matters arise that the parties may need to address in a timely manner and when waiting until the next negotiations period is not practicable. Therefore, during the term of this Agreement and between regularly scheduled bargaining sessions, the parties may choose to engage in interim negotiations.

6-4-1 Such negotiations may be initiated by the Association with a request to the Superintendent or by the District with a request to the Association President. Following a discussion of the purpose of the requested negotiations, the Superintendent and Association President will decide if the matter will be addressed and what group of individuals will be given the responsibility for addressing the matter. There would be no commitment to a particular outcome.

The matter could be referred to an existing body such as ~~the Educational Initiatives Panel~~, the Agreement Review Committee (ARC) or the Instructional Issues Council, or the Superintendent and Association President may agree to appoint a special committee to address the matter.

- 6-4-2 Generally, the matters to be addressed will be those substantive in nature and which impact the operation of the District and/or the operation of this Agreement.
- 6-4-3 If ~~the District and the Association reach agreement on~~ matters ~~that~~ are related to the interpretation of the Agreement or matters on which the Agreement is silent, ~~the agreements will be memorialized in results of work of the body to which the matter is referred will become~~ a Memorandum of ~~Agreement~~ Understanding, subject to the approval of the Representative Council of the Association and the Superintendent. If approved, the Memorandum will be binding on both parties but will be reviewed at the next formal bargaining session.
- 6-4-4 Matters that change existing provisions of the Agreement will be referred to the membership of the Association and the Board for ratification.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Date: _____

Date: _____