

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

Article 13 - Assignments, Schedules and Transfer

- 13-1 General Principles. Teacher assignments, schedules and transfers will be made in the best interest of the educational program for the students and consistent with teacher preparation, certification, licensure and experience. Every effort will be made to identify the District educational strategies, programs and leadership in a timely manner to maximize site-based planning, teacher selection, assignments and transfers.
- 13-2 Qualifications/Eligibility. In order to be considered for a position, a teacher must meet accreditation standards of the Colorado Department of Education ~~and the North Central Association, where applicable,~~ and must meet all posted requirements for the position including the requirements set forth by the ~~-Every Student Succeeds Act~~ 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/sex (including pregnancy, childbirth, and related medical conditions), gender identity, transgender status, marital status, age, veteran status, and consistent with the provisions of the Americans with Disabilities Act, membership in any teacher organization or such other specified human or civil rights as may be protected by statute.
- 13-5 School schedules for each teacher normally will include a variety of assignments. The District and the Association recognize that students who are not achieving to the level of ability need the expertise of experienced teachers as much as do students with high achievement levels.
- 13-6 Once a ~~Remediation-Performance Improvement~~ Plan (PIP) is implemented, the teacher may be transferred only with written consent of the evaluator, the teacher, and the principal of the school to which transfer is sought.
- 13-7 Timelines. The Human Resources Department shall determine the start date of the open market staffing cycle as early as practicable after schools have submitted their staffing vacancies and needs. The timeline for the key dates and activities listed below will be communicated to the Association no later than January 31. ~~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. (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, and Extended Leave of Absence, ~~and Return from Leave~~ notice submitted. (Articles 13-10, 22, 25, 31-16; Appendix A~~B~~)
- Recommendation for non-renewal of probationary teachers.
- In-Building Bidding and Reduction in Building Staff interviews conducted by Personnel Committees. (Articles 13-10,13-15)
- ~~Schools report vacancies. (Article 13-17) Vacancies are posted.~~
- ~~Teachers apply to transfer for vacancies. (Article 13-18)~~
- ~~Schools review qualified applicants' applications and resumes, schedule interviews, extend offers. Schools notify unsuccessful transfer applicants. (Articles 13-19, 13-20)~~
- Assignment of unassigned non-probationary teachers. (Article 13-19-4)
- ~~End of open market staffing cycle.~~

13-8 Personnel Committee.

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

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

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

13-8-4 The Personnel Committee will make decisions by consensus. If the Personnel Committee is unable to reach a decision by consensus, the principal shall make an impasse decision. ~~the decision shall be made by majority vote.~~

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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 ~~all~~ year. During the assignment of unassigned non-probationary teachers, 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~~ shall make a good faith effort to assemble as many of the Personnel Committee ~~members or alternates as may be available.~~

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13-9 ~~Involuntary Transfers~~ Relocation, Changes in Program, and Opening of a New School.

13-9-1 Relocation. When a school program is relocated from one site to another, currently assigned teachers with contracts will maintain their assignment pursuant to the provisions of Article 13. ~~They will not have to interview for their positions.~~

13-9-2 Changes in Program. The provisions of Article 13, which allow for the administrative transfer of staff due to a change in program, adopted by the

Collaborative School Committee and affirmed by the Superintendent, will be appropriately followed.

13-9-3 ~~Opening or Redesign of a School.~~ When a new school is opened ~~or redesigned,~~ the principal shall make hiring decisions until the new Personnel Committee becomes operational. ~~The first three teachers who accept positions, and who agree to serve, shall constitute the Personnel Committee until sufficient teachers are hired to enable a vote for bargaining unit members of the committee.~~ The principal will follow the processes and standards set out in this Article.

~~13-9-4 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-DCTA bargaining unit~~ assignments at a school, or when a Collaborative School Committee decides fewer ~~teaching-DCTA bargaining unit~~ assignments are needed in a department, grade level or ELA/specialty area. This does not apply to DCTA bargaining unit assignments that are centrally assigned.

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

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

13-10-3-1 For the purpose of establishing consideration groups, teachers serving in more than one department, grade level or ELA/specialty area shall annually declare the department, grade level or ELA/specialty area in which they choose to be considered no later than the completion of the third week of school.

13-10-3-2 Each teacher may reside in only one consideration group.

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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 ~~AB~~ shall be considered equally for the purpose of reduction.

13-10-5 The Personnel Committee shall establish and make available to all faculty members a written procedure that will be followed when determining the teacher(s) to be reduced from a building. In developing the procedures for Reduction in Building Staff, the Personnel Committee shall include the following:

- Teachers in the consideration group may choose to vacate an assignment.
- Teachers in the consideration group should be allowed to interview for any vacancy in the school that is posted through the in-building bidding process.
- All members of the consideration group must be interviewed by the Personnel Committee.
- If, before fall adjustment, it is determined that an-the event- specific reduction the RIB should-is not longer-be necessary, the RIBreduced teacher is entitled to his/her former position.

13-10-6 The Personnel Committee shall attempt to reach consensus on the candidate most suitable to be reduced. If the Personnel Committee is unable to reach consensus, ~~the principal a majority vote of the PC~~ will decide which candidate will be reduced.

13-10-7 At the time of the reduction, impacted teachers will be provided with notice of the obligation to secure a mutual consent assignment as well as information about the staffing process. Teachers whose positions are reduced will have the option of participating in resume-writing workshops, interview training and/or other supports provided by the District. Any teacher transferred during the school year by the District may be provided with up to two (2) days of non-pupil contact planning time in order to permit the transferred teacher to make an orderly transition between the two (2) assignments.

13-10-8 ~~Unassigned RIB'd teachers 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 (3) consecutive years who have not actively participated in the teaching staffing process.~~

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13-10-9 Leaves/Job Share/Retirement. See related Articles 22, 25 and 31-16.

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

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13-11 School Redesign, Restart, and Restructuring Closure. The parties affirm that the action to redesign a school is due to structure and design reasons and is not a reflection on individual teacher competency. The Association and the District enter into this Agreement to assure that a known and fair process is followed in the treatment of personnel in a school that has been designated for ~~r~~Redesign, ~~Restructure~~restart, or closure. ~~By definition, the Redesign or Restructure of a school shall refer to the Superintendent's decision pursuant to Article 5.~~

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13-11-1 The parties agree the treatment of personnel at schools impacted by ~~r~~Redesign ~~or Restructure~~ to be as follows:

- a. 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.
- b. All teachers who have assignments at the school will have an opportunity to interview for vacant positions with the principal until a new Personnel Committee is elected.
- c. Teachers who are not selected through this process defined in #b may apply for and be interviewed for positions during the open market staffing cycle.
- d. Teachers who choose to leave the redesigned school, or who interview at the school but are not selected, will be invited to participate in the spring hiring fair and other opportunities available to unassigned teachers, guaranteed at least two (2) interviews for other vacancies during the open market staffing cycle.
- e. The District and the Association will monitor this process to ensure adherence to this procedure.

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

13-11-2 The parties agree that the treatment of personnel impacted by closure or restart will be as follows:

- a. ~~Teachers will have an early opportunity to interview for vacancies at schools where students have been reassigned due to closure.~~
- a. ~~The District will make special efforts to ensure that teachers will receive replacement positions within the district. In the event that finalists for a position include candidates who would be new district hires, preference shall be given to current DPS teachers~~
- ab. ~~At a minimum, teachers who are reduced as a result of the restart or closure will be invited to participate in the District's spring hiring fair and other opportunities available to unassigned teachers. guaranteed at least two (2) interviews for other vacancies on the District wide postings.~~

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VOLUNTARY TRANSFERS

13-12 Specialized Service Providers (SSPs). Specialized service ~~personnel~~ providers, including nurses, social workers, psychologists, speech ~~correctionist/therapists/language pathologists, audiologists, occupational therapists, physical therapists, counselors,~~ and any other specialty group, shall be transferred according to a written procedure made available to all affected employees, designed by their Department Leadership Team (DLT). ~~Specialized service personnel shall meet annually with their supervisor to discuss and make revisions to written reassignment procedures. If an SSP specialized service provider~~ is not assigned by the end of the traditional school year, Human Resources or designee will notify him/her 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 that has been direct placed after his/her school has been closed, redesigned, restructured, or experienced a program change that impacts their assignment. The intent to vacate request will only be honored the year after the direct placement has occurred.~~

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13-14 Probationary Teachers. A probationary teacher in good standing, at a traditional school, may choose to transfer only once during his/her ~~probationary period~~ first three years of service in DPS except upon mutual agreement between the probationary teacher and the site administrator unless otherwise noted in Article 13-9.

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13-15 In-Building Bidding.

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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. ~~These adjustment of assignments shall not be considered vacancies.~~

~~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.~~

~~13-15-2 The Personnel Committee shall inform the faculty of any anticipated vacant positions. Once posted, the Personnel Committee may elect to interview current faculty prior to considering external candidates. Positions will not be considered an "Available Position" until the school has completed any internal process.~~

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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. District's Talent Acquisition system

~~13-16 All teachers who are at a Beacon School at the time of its conception are required to sign a statement committing to implement the program as adopted by the Board of Education. Teachers who do not sign the statement will be allowed to vacate their position and are guaranteed two interviews during the subsequent staffing cycle.~~

13-167 Posting Vacancies.

13-167-1 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.

13-167-2 Each vacancy shall be posted on the ~~Denver Public Schools website~~ District's Talent Acquisition system.

~~13-8-10 Unassigned Teachers shall be eligible to apply for any positions from which they are qualified. Teachers in longer term temporary placements may move at any point during the school year.~~

13-167-3 The Personnel Committee shall write basic postings and detailed job descriptions for all vacancies that occur at their school.

13-167-4 The Personnel Committee shall write interview questions based on the posting. In order to ensure best practices and minimize any potential biases, the Personnel Committee's interview questions and processes must align with the best practices provided by the Department of Human Resources.

13-167-5 Postings shall include a brief description of all involved responsibilities, and special and unique qualifications.

13-167-6 Vacancies that occur as a result of an approved leave of absence shall be designated as an annual assignment placeholder.

13-167-7 Vacancies for Teacher on Special Assignment (TOSA) shall be posted when they become available.

13-167-8 Teachers who successfully bid on a position during the open market staffing cycle are ineligible to bid on subsequent positions posted during the same calendar year.

13-178 Applications.

13-178-1 Teachers applying for a vacancy in other schools must complete the appropriate application forms, ~~and notify their principal at the time of application. Teachers shall not be subject to retaliation by their current principal/designee for applying for other district vacancies, including their professionalism scores or references.~~

13-178-2 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

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requirements. The resumes and applications of all qualified candidates for a vacancy will be forwarded available to the school on the District's Talent Acquisition system. ~~Teacher applicants shall be responsible for sending their resumes to the schools where they have applied.~~

13-189 Selection Procedure.

13-189-1 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.

13-189-2 Interviews shall be completed and a decision made no later than thirty (30) days after the vacancy is posted.

13-189-2-1 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.

13-189-3 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.

~~13-19-4 The Department of Human Resources will monitor the vacant positions during the staffing cycle and will place unassigned, non-probationary teachers into vacancies as needed. 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.~~

~~13-19-5 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 after the open market staffing cycle ends.~~

~~13-19-5-1 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.~~

13-1920 Unassigned Teachers and Limited Term Assignments

13-1920-1 A non-probationary teacher who has been displaced from a mutual consent position and has not secured a mutual consent assignment is an

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unassigned teacher. The teacher will be placed in a limited-term assignment for one year or two hiring cycles, whichever is longer, during the period in which while he/she is attempting to secure a mutual consent assignment. The Department of Human Resources or designee will notify unassigned teachers when an appropriate limited term assignment has been confirmed, and will provide basic details of the assignment. ~~Any such limited term assignments do not, however, interrupt the period in which the teacher is required to secure a mutual consent assignment before being placed on unpaid leave.~~ The district shall make every effort to place an unassigned teacher in a position for which they are qualified and which may be available for mutual consent.

~~12-19-2~~ A simple form to be signed by the principal and the teacher will be available to notify HR of intent to convert a temporary teaching assignment into a mutual consent position at any time during the year.

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~~13-1920-2~~ A non-probationary teacher who is in a limited-term assignment and is attempting to secure a mutual consent assignment may apply for and accept positions throughout the year. ~~Teachers who secure a mutual consent assignment before the 12 months or two hiring cycles has ended will continue on paid, active status with the district and will see no change in their salary, or benefits, or non-probationary status.~~

~~13-1920-3~~ A non-probationary teacher who does not secure a mutual consent assignment within 12 months or two hiring cycles shall be placed on unpaid leave without benefits until such time as he or she secures a mutual consent assignment.

~~13-1920-4~~ If a probationary teacher, who was reduced, does not secure a mutual consent assignment for the following school year before June 1, the teacher will be non-renewed.

~~13-1920-5~~ Probationary teachers reduced during the fall adjustment process may be placed, at District discretion, into temporary instructional support positions for the remainder of the year. Their contract shall be honored for the remainder of the school year.

~~13-20 Assignments/Placements:~~

~~13-20-1~~ Teachers assigned to a vacant position will not be eligible to apply for subsequent vacancies during the current school year unless there is a mutual agreement between the principals of the respective schools and the teacher.

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~~13-20-2 — 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.~~

~~13-20-3 — 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.~~

~~13-20-4 — 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.~~

~~13-20-5 — 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.~~

~~13-20-5-1 — A temporary or annual assignment is for a specified period of time, subject to the provisions of Article 13.~~

~~13-20-5-2 — A teacher may be transferred during the school year if both principals involved with the move and the teacher are in agreement.~~

DCTA Representative

DPS District 1 Representative

By: _____

By: _____

By: _____

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Date: _____

Date: _____