Collective Bargaining Agreement and Partnership

between

School District No. 1 in the City and County of Denver, State of Colorado

and

Denver Classroom Teachers Association

September 1, 2025 – August 31, 2028

Denver Public Schools
Denver Classroom Teachers Association
Employee Associations | Talent

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STATEMENT OF BELIEFS

The District and the Association share the belief that providing an equitable, high-quality education that empowers all the children of Denver to thrive is the paramount objective of the District. Both parties acknowledge their responsibility to create inclusive learning environments that honor and support every child and affirm that the educational program should be sensitive to the needs and aspirations of children, regardless of race, ethnicity, culture, language, religion, ability, gender identity, sexual orientation, 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 Denver Public Schools, the center of Community learning, is that educational equity is our collective responsibility. We prepare students for career, college and life. We create conditions and partnerships where students, families and team members belong and thrive. Community involvement is critical to the success of our schools. The goals of the District are established by the Board of Education with input from the Community. Each school site will be required to form a Collaborative School Committee (CSC).

The Denver Classroom Teachers Association (DCTA) stands as a collective bargaining unit of educational professionals committed to advancing equity through transformative education. The Association advocates for the rights and professional dignity of all educators, while working to dismantle systemic inequities and create an ethical, culturally responsive public education system that serves all students.

The District and Association commit to collaborating with mutual respect, transparency, and shared accountability. 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 District and the Association. This partnership requires honest dialogue about challenges, inequities, and opportunities for growth. To this end, good-faith negotiations between the District and the Association with a free and open exchange of views are essential.

In negotiating this Agreement, the District and the Association, with the concurrence of the Community, have three major goals:

- 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 COLLABORATIVE PARTNERSHIP

This Agreement represents a commitment to partnership between the District and the Association, founded on principles of equity, mutual respect, and shared responsibility for educational excellence.

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 educators 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.

The following is a 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.

- Bargaining. We commit to bargaining in good faith. Our use of 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.

- 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 District and the Association governance bodies understand the importance of their roles, encouraging everyone in the District to respect the terms of the Agreement and use it as a tool to jointly resolve legitimate differences.

- Communications. A formal communications strategy will be developed to share and explain information about this Agreement.

STANDARDS FOR BEHAVIORS IN OUR PARTNERSHIP

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

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

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

Practical Guidelines.

Use an interest-based approach to problem solving. Agree on what needs to be worked on.

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

Article 1 - Definitions

1-1 The term “Community” as used in these Articles shall include parents and other Denver Community members.

1-2 Unless the language provides otherwise, the term “educator” as used in this Agreement shall refer to all employees covered by this Agreement. These include the following certified/licensed/authorized employees of the District: Teachers, Specialized Service Providers, Educational Sign Language Interpreters (ESLIs), Associate Teachers, CTE Educators, Balarat Educators, and JROTC Instructors.

1-2-1 The term “Teacher” as used in this Agreement shall mean all non administrative teaching personnel, employed half-time or more, who are licensed by the Colorado Department of Education as teachers, including others who are authorized to teach by statute. Teacher leaders and Peer Observers are specifically included in this definition even though their duties may include evaluation of their peers. Guest teachers and student teachers are not included.

1-2-2 The term “Specialized Service Provider” (SSP) as used in this Agreement shall mean all non-administrative employees, employed half-time or more, who hold a professional license in order to practice and are performing duties in the capacity of an SSP. SSPs are licensed personnel who provide support to teachers and students in areas that involve student physical, emotional, and social health and well-being, including but not limited to audiologists, occupational therapists, physical therapists, school counselors, school nurses, school orientation and mobility specialists, school psychologists, school social workers, and speech-language pathologists.

1-4 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.

1-5 The term “Association” as used in this Agreement shall mean the Denver Classroom Teachers Association.

1-6 The terms “School District,” “DPS,” “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.

1-7 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.

1-8 The term “school year” as used in these Articles shall mean the officially adopted traditional school calendar.

1-9 The terms “principal,” “supervisor,” and “manager” as used in these Articles shall include the head administrator of a school or department, as well as an administrative supervisor, where appropriate.

1-10 The term “school” as used in these Articles shall refer to each educational unit overseen by a principal or administrative supervisor.

1-11 The term “ProComp Agreement” as used in these Articles shall refer to the Professional Compensation System for Teachers Agreement as it existed on January 18, 2019.

1-12 The term “Innovation Schools” and “Innovation Zones (iZone)” refer to an individual or group of public innovation schools that share common interests and seek additional flexibility which may or may not include waivers to portions of this agreement.

1-13 For the purposes of paying an educator, the term “individual hourly rate” is calculated by dividing their annual salary by the total number of work hours in their contract year. The total number of work hours is calculated by multiplying the number of contract days by eight (8).

1-14 The term “complaint” and/or allegations are a written or verbal expression of dissatisfaction or concern regarding a situation, service, or individual.

1-15 The term “centrally managed team(s)” as used in these Articles shall refer to teams of educators who provide specialized services across one or multiple schools that are directly hired onto teams or assigned from a department.

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 District shall apply the provisions of this Agreement equally to all employees without discrimination on the basis of race, color, national origin, religion, sex/gender (including pregnancy, childbirth, and related medical conditions), disability, citizen status, sexual orientation, gender identity, gender expression, transgender status, marital status, veteran status, age, membership or official activities in any teacher organization, or any other rights as may be protected by statute.

2-3 The District and the Association shall collaborate on the creation of a webinar regarding the terms of this Agreement no later than 90 days following the ratification of this agreement. Content will be posted publicly on the District Employee Association website. The webinar shall track who has taken the training. The District and the Association may also mutually agree to conduct additional training with educators and administrators, as necessary, to ensure the implementation and enforcement of the Agreement. The District and the Association will also publish this Agreement on their respective websites, along with any Memorandum of Understanding (MOU) or addendums.

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/manager or their designee and the respective 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 educator 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 District and the Association will carry out the commitments contained herein and give them full force and effect.

2-9 The Association shall continue to admit persons to membership without discrimination on the basis of any of the protected classes listed in Article 2-2 or any other rights as may be protected by statute.

2-10 Employees covered by this Agreement have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education. Membership of an educator in, or financial support for any organization, shall not be required as a condition of employment with the District.

Article 3 - Covered Employees and Recognition

3-1 Employees covered by this Agreement include all educators as defined in Article 1-2, but excluding vocational teachers covered by the Vocational Teachers' Federation Agreement and Type II Authorization Interns.

3-2 Pursuant to current Board resolutions granting recognition, the Board hereby reaffirms recognition of the Association and agrees that the Association shall continue as the exclusive representative of the employees specified in Article 3-1 until six months after the

expiration of this Agreement and for such additional periods of time as its recognition may be extended under procedures approved by the Board.

3-3 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

Article 4 - Effective Dates

4-1 Upon ratification, this Agreement shall be effective September 1, 2025, and shall remain in full force and effect until August 31, 2028.

Article 5 – Educator Voice, Joint Activities, and Leadership Teams

5-1 <u>Guiding Principles</u>.

5-1-1 Implementation of the District's instructional program is complex and best accomplished when there is mutual respect among a school's leadership and educators with a joint commitment to problem solving and equity. Such an atmosphere actively promotes an inclusive environment where all voices are valued and in no way diminishes the authority of the school leadership or the professionalism of educators.

5-1-2 The Superintendent as designated by the Board of Education is vested with the authority to establish the District's curriculum and instructional program.

5-1-3 For educators, a variety of relevant and tailored professional growth activities is most likely to improve instruction, including but not limited to:

a. individual time for reflection,
b. participation in grade level/subject area/vertical teams,
c. whole school/department professional development,
d. working with educator leaders,
e. participation in professional learning communities,
f. training in culturally responsive practices and anti-bias instruction, and
g. differentiation for inclusive practices.

A staff development plan shall take into account the differentiated needs of educators based on**:**

a. experience,
b. education,
c. skills, and
d. student needs

5-1-3-1 A variety of activities developed in collaboration with educators (including but not limited to School Leadership Teams (SLTs), Department Leadership Teams (DLTs), Instructional Leadership Teams

(ILTs), and other educator groups) shall be included in the plan. These collaborative teams shall actively work to ensure representation from diverse perspectives and experiences.

5-1-3-2 For any professional development offered by the District, educators will receive documentation of hours either through their DPS transcript or a certificate suitable for CDE.

5-1-4 Teamwork among educators and with the school leadership is a vital component for improving achievement and advancing educational equity. Educators shall have a significant role in identifying, developing, and implementing a culturally responsive instructional program consistent with Colorado State Standards and/or Common Core State Standards and their professional judgment. Differentiated instructional supports may be provided in order to develop foundational skills, bridge the gap to grade-level competency, address diverse learning needs, support multilingual learners, implement inclusive practices, and advance educational equity.

5-1-5 A positive school climate is an essential component of improving student achievement. A positive school climate is created through**:**

a. collaborative working relationships between school leaders, educators, students, parents/guardians, and community members,
b. recognition and celebration of diverse perspectives and experiences,
c. implementation of restorative practices,
d. systematic elimination of barriers to participation for all stakeholders.

5-2 <u>Educator Committees.</u>

5-2-1 The Superintendent or designee(s) and the Association may mutually agree to form educator committees to address issues of significance that impact educators' salaries, wages, hours, and conditions of employment. In the event that significant issues need to be addressed through interim negotiations, the provisions of Article 6 shall apply.

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

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

- SSP GPS Collaboration Committee – Article 10
- ESS Collaborative Committee – Article 5
- Collaborative Equity Committee – Article 31
- ProComp Implementation Team – Article 38
- ProComp Trust Board – Article 38
- Bond and Mill Levy Oversight Committee – Article 5
- Any additional committees may be formed as needed.

5-2-3 Educator committees that include elected and/or appointed members shall designate a committee member to record meeting minutes.

5-3 <u>Instructional Issues Council</u>.

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

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

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

- Estimated potential for improving student achievement; and
- Educators' time to teach and work week.

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

a. The Council shall have a facilitator, if a source of funding other than the District or Association can be identified.

b. The Council shall be composed of a minimum of 3 and a maximum of 6 educators appointed by the Association President and a minimum of 3 and maximum of 6 designees appointed by the Superintendent. Both parties shall appoint an equal number of members to the Council.

c. The Council shall meet when there is a District-wide issue that at least one (1) of the co-chairs believes is necessary for the Council's discussion and review. The co-chairs for the Association and the District shall provide notice to the Deputy Superintendent and the DCTA president when the Council would like to convene and on what topic(s). After convening, the Council shall determine by consensus how frequently and how long the group needs to meet in order to address the issue(s) presented.

d. Participation on the Council shall take place during time outside of the educator work day. This time shall be compensated at the extra duty rate.

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

5-4 Access to Principal Supervisors.

Principal Supervisors will get input from school-based educators on issues relevant to their assigned schools such as the implementation of the instructional program, school climate, and/or professional development. For example, Principal Supervisors can get this input by communicating with school-based educators, meeting with schools' SLTs, by joining faculty meetings, and/or by speaking with the Association leadership. Principal Supervisors shall meet and confer with Association leadership if requested by the Association.

5-5 School Leadership Team.

5-5-1 Each school will have a School Leadership Team (SLT) consisting of the principal, the association representative, an educator appointed by the principal, and a minimum of three (3) educator representatives who should represent a cross section of the DCTA bargaining unit members including grade levels, specials, department chairs and specialized service providers.

5-5-1-1 SLTs may decide by consensus to increase the number of representatives; schools shall fund stipends for additional representatives from school budgets.

5-5-1-2 These (SLT) members are elected annually by a majority of the DCTA bargaining unit members voting by secret ballot. SLT elections shall take place in the month of May for a term running from June 1st through May 31st. If an election does not occur in May, the previous SLT members will continue to serve until a new election is held. The SLT will seek to operate in an environment marked by mutual support and respect.

5-5-1-3 If vacancies arise, they shall be filled within 20 working days through a special election.

5-5-2 The SLT will strive to make decisions by consensus. A consensus is either a unanimous decision or a majority decision that the entire SLT, including the dissenters, will support.

5-5-2-1 The SLT shall maintain written documentation of all decisions in the meeting minutes.

5-5-2-2 If consensus cannot be reached, the matter shall be referred to the Principal Supervisor who shall consult with the Association prior to

making a decision. The Principal Supervisor will review and consider any information provided by members of the SLT.

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

a. Review data and collaborate in the development of the Unified Improvement Plans (or future equivalent);

b. Review and collaborate on the design of the school's schedule, including but not limited to:

- student schedule;
- school-based educator schedule;
- family conferences;
- school-sponsored events;
- the design of and schedule for the professional development plan within the 40 hour work week, such as the use of non-student contact days with the exception of District-directed professional learning days. The SLT shall take into consideration other professional development and educator obligations in scheduling this time;
- Other operational and professional functions (e.g., committee meetings, faculty/staff meetings, grade-level meetings, vertical team meetings, departmental meetings, planning with instructional personnel, data teams);
- Contingency plans for lack of substitute teachers in order to assure equitable impact and implementation; and
- Heat Related Closure or Early Release

  If the temperature within a school without air conditioning or in which the air conditioning system is not functioning correctly rises to a degree that is unsafe to host in-person classes, principals will consult with their School Leadership Team (SLT) to determine whether conditions would warrant a recommendation for closure, early release or transition to temporary remote operation for a period of time. All schools must follow the District's Heat Mitigation procedures before moving forward with recommendations and implementation. Prior to making any changes to the Heat Mitigation procedures document, the District will review such changes with DCTA.

  In the case of school closure, early release or transition to temporary remote operation, a SLT's recommendation will be approved provided the recommendation is consistent with the District's Heat Mitigation procedures. Consistent with Article 5-5-2, if consensus on the recommendation cannot be reached, the Operational Service Director will consult with the Association prior to making a final recommendation.

The heat mitigation procedures do not pertain to emergency school closing within Article 8-11 of collective bargaining agreement.

c. Review and collaborate on the implementation of the instructional program as it specifically applies to classrooms and grades at the school including prioritizing and sequencing activities within the educator work week;000

d. Collaborate to identify strategies for increasing enrollment at the school;

e. Collaborate to develop communication strategies for regularly reporting student progress to parents/families;

f. Collaborate to implement best instructional practices;

g. Plan to identify and reduce non-essential work requirements;

h. Review and approve written proposals from a teacher requesting that they be permitted to substitute a planned Professional Development session with a proposed alternative because the planned session is not related to the teacher's content area (e.g. tabletop arrangement PD for the swimming teacher is not reasonably related); the SLT shall develop procedures regarding such requests; and

i. Perform additional duties as outlined in Article 8.

5-5-4 Decisions may be made by the SLT to alter the length of the lunch period (Article 8-2-1) or Secondary Teaching Load (Article 8-5-1) only after conducting a confidential vote of the majority of the DCTA bargaining unit members. Changes will not be made to the length of the lunch period or secondary teaching load without a positive majority confidential vote of the DCTA bargaining unit members. Information about such changes will be sent to the Principal Supervisor, DCTA representative, and the Office of Talent for tracking purposes.

5-6 <u>Instructional Leadership Team</u>.

5-6-1 Each school will have an Instructional Leadership Team (ILT) consisting of the principal, senior team leads (STL), team leads (TL) and other instructional leaders identified as critical to driving the instructional vision. The ILT shall not make decisions that are within the scope of the SLT (Article 5-5-3). The ILT can provide feedback and recommendations to the SLT on their duties outlined in article 5-5-3. The ILT is responsible for focusing on the implementation of the school-wide instructional cycle, including but not limited to:

- Drive instructional vision;
- Focus on improving instruction;
- Calibrate on observation, feedback, and coaching with support from Peer Observers as available, upon request;
- Professional learning designed in collaboration with the SLT.

ILT members should represent a cross section of the faculty including grade levels, specials, department chairs, and specialized service providers.

5-6-2 The ILT will work to determine equitable caseloads across the building. Considerations will be made to ensure all educators are able to receive adequate coaching and Senior Team Leads have the time needed to complete the requirements of the evaluation system and document the steps within the platform.

5-6-3 Senior Team Leads will be provided enough time within their schedule to meet the needs of their workload.

5-7 <u>Department Leadership Team.</u>

5-7-1 Each of the following educator groups will have a Department Leadership Team (DLT).

- Low Incidence Disability Educators: Audiologists, Teachers of the Deaf/Hard of Hearing, Educational Sign Language Interpreters, Teachers of the Visually Impaired, Certified Orientation & Mobility Specialists, Educational Braillists.
- School Psychologists/School Social Workers;
- Occupational Therapists/Physical Therapists;
- Speech-Language Pathologists;
- School Nurses;
- Special Education Teachers: Mild-Moderate, Center-Based, Itinerant Special Education Teachers, Early Childhood Special Educators.

- Early Childhood Educators.
- School Counselors.
- Gifted/Talented Educators.

5-7-2 The DLT will be composed of

- the functional director and/or manager/supervisor;
- the department primary association representative;
- an educator appointed by the functional director and/or manager; and
- a minimum of three (3) educator representatives elected annually by secret ballot vote of the DCTA educators in the department.
- DLTs may decide by consensus to increase the number of representatives; departments shall fund stipends for additional representatives from department budgets.

5-7-2-1 SSP Team Leads will be provided enough time within their schedule to meet the needs of their workload.

5-7-3 DLT elections shall take place in the month of May for a term running from June 1st through May 31st, with nominations opened no later than May 1st of each year.

5-7-3-1 If an election does not occur in May, the previous DLT will continue to serve until a new election is held.

5-7-3-2 If vacancies arise, they shall be filled within 20 working days through a special election.

5-7-4 The DLT will seek to operate in an environment marked by mutual support and respect. The DLT will make decisions utilizing a consensus model. A consensus decision is either unanimous or a majority decision that the entire DLT (including dissenters) will support.

5-7-4-1 The DLT shall maintain written documentation of all decisions in the meeting minutes.

5-7-4-2 In the case that a consensus cannot be reached the matter shall be referred to the Executive Director of the Exceptional Student Services or designee, who shall consult with the Association prior to making a decision. The Executive Director shall review and consider any information provided by the members of DLT.

5-7-5 The role of the DLT will be to:

a. Collaborate with DPS Department/Team Leadership around identifying best practices of service delivery and addressing concerns around implementation of district, state, and federal requirements impacting workload in the respective functional area.

b. Review and collaborate with DPS Department/Team Leadership around the processes for hiring, assignment, reassignment, transfer, workload expectations including assignments less than five (5) days, and contingency plans for covering for absences or vacancies in order to assure equitable impact and implementation.

   DLT Contingency Plans will include, but not be limited to, the following requirements:

   - Define the scope of work for coverage based upon Department priorities for each department and FTE allocations.
   - Not rely solely upon Senior Team Leads/Team Leads for assignment coverage when there is a shortage of staff in a department.
   - Consider an individual educator’s availability to take on additional workload.

c. DLTs under ESS will continue work on refining processes for a workload calculator to inform the ESS Collaborative Committee in their development and maintenance of the ESS Manual and achieve workload benchmarks. DLTs outside of ESS will work on developing and refining processes for a

workload calculator to inform workload benchmarks for their respective departments.

d. DLTs may designate sub-committees to complete specialized work related to the group's responsibilities.

e. Review and collaborate with DPS Department/Team Leadership regarding professional development plans for their respective functional area.

5-7-6 An Exceptional Student Services Collaborative Committee will meet at minimum on a quarterly basis to promote equity and collaboration in addressing universal issues impacting SSPs and Special Educators. This committee will be composed of representatives from each DLT and ESS Department Leadership. The ESS Collaborative Committee will make decisions utilizing a consensus model. A consensus decision is either unanimous or a majority decision that the entire ESS Collaborative Committee (including dissenters) will support. In the case that a consensus cannot be reached the matter shall be referred to the Executive Director of the Exceptional Student Services or designee, who shall consult with the Association prior to making a decision.

5-8 Any principal, Department Manager, SLT, ILT, or DLT member can request joint training for the entire team conducted by Office of Talent and DCTA Staff on SLT/DLT procedures and distributed leadership. Once a joint training is requested in writing, the principal/manager will schedule said training. All new Principals and new Department Managers to the District or in their first position as a Principal or Department Manager shall receive training on SLT/ILT procedures and distributive leadership and the delineation of roles between the SLT, ILT and CSC.

5-8-1 Any educator member of the CSC, through consensus vote of the CSC, can request CSC training provided by the District regarding CSC purpose, procedures and the delineation of roles between the SLT, ILT, and CSC.

5-9 The Agreement Review Committee (ARC) has joint membership of the Association, including the DCTA Executive Director or designee, Uniserv Directors, and members of the Office of Talent. Either party may bring additional people as needed, with advance notification to the other party. The ARC is a forum for raising and reviewing issues associated with implementing the terms of this Agreement.

5-10 **Bond and Mill Levy Oversight.** Going forward, when a Bond or Mill Levy Committee is formed after a bond or mill is approved by voters, the Association shall be notified of the opportunity to recommend members for appointment by the Board to the Committee(s) at least two weeks prior to the closing of the application process. If the Association recommends at least three qualified members for a Committee and those members apply, the Board shall appoint at least one of the Association's nominations to the Committee.

Article 6 - Negotiating Procedure

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

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

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

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

6-2-3 Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party; provided, however, that the first meeting shall be held within ten (10) school days of such written response, unless other arrangements are mutually acceptable.

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

6-2-5 The parties to this Agreement recognize that the public has an interest in the negotiations and acknowledge a duty jointly to inform the public of the status and progress of negotiations.

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

6-2-7 Either party may use the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

6-2-8 During negotiations, the District and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.

6-2-9 Tentative agreements reached as a result of such negotiations will be reduced to writing and will have conditional written approval of both parties pending approval of the final Agreement. The final Agreement will be signed by the Board and Association. If changes in the tentative agreements are necessary as a result of the Board's budget adoption process, the tentative agreement(s) that require(s) amendment will be subject to negotiation.

6-2-10 Such negotiations shall conclude no later than June 15th of the year the Agreement is scheduled to expire (or 60 days before expiration if the Agreement expires on a date other than August 31st), unless extended by mutual consent. If impasse is reached, the parties shall use the vehicle for resolution as provided under Article 6-2-11.

6-2-11 Impasse Resolution/Mediation.

6-2-11-1 Either party may declare an impasse. Then a mediator shall be selected with the following procedure. The parties should first make a good faith effort to agree on a mediator. If the parties cannot agree, the mediator shall be selected by the Federal Mediation and Conciliation Services (FMCS), if FMCS agrees to follow the laws of public bargaining. If FMCS does not agree to follow the laws of public bargaining or is not able to provide a mediator, a mediator shall be selected with the assistance of the American Arbitration Association, Judicial Arbitration and Mediation Services (JAMS), or Judicial Arbitration Group (JAG Inc.) or other organizations or mediators as agreed upon by both parties according to the procedure of Article 7-3-5-1.

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

6-2-11-3 If mediation is unsuccessful and if both parties agree, the mediator may issue a written report to the parties explaining the matters still at issue.

6-2-11-4 The parties agree to share the cost of mediation equally.

6-3 Financial Agreement Negotiations.

6-3-1 While it is the intent of the parties that the economic provisions in this Agreement shall remain in full force and effect during its term, in order to comply with the provisions of the TABOR Amendment and § 22-32-110(5) C.R.S., the provisions of the Agreement relating to salaries and benefits may be reopened by the District in connection with its annual adoption of its budget.

6-3-2 As of the time they are made available to the Board, the Association may find the Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and any proposals affecting educators' salaries, wages, hours and conditions of employment on the DPS Financial Transparency page or will be provided to the Association by request.

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

6-4 **Interim Negotiations.** This provision is not intended to allow for changing the language or the intent of the existing Agreement outside of the normal bargaining cycle when the

Agreement is open for negotiation. From time to time, however, matters arise that the parties may need to address in a timely manner and when waiting until the next negotiations period is not practicable. Therefore, during the term of this Agreement and between regularly scheduled bargaining sessions, the parties may choose to engage in interim negotiations.

6-4-1 Such negotiations may be initiated by the Association with a request to the Superintendent or by the District with a request to the Association President. Following a discussion of the purpose of the requested negotiations, the Superintendent and Association President will decide if the matter will be addressed and what group of individuals will be given the responsibility for addressing the matter. There would be no commitment to a particular outcome. The matter could be referred to an existing body such as the Agreement Review Committee (ARC) or the Instructional Issues Council, or the Superintendent and Association President may agree to appoint a special committee to address the matter.

6-4-2 Generally, the matters to be addressed will be those substantive in nature and which impact the operation of the District and/or the operation of this Agreement.

6-4-3 If the District and the Association reach agreement on matters that are related to the interpretation of the Agreement or matters on which the Agreement is silent, the agreements will be memorialized in a Memorandum of Understanding, subject to the approval of the Representative Council of the Association and the Superintendent. If approved, the Memorandum will be binding on both parties but will be reviewed at the next formal bargaining session.

6-4-4 Matters that change existing provisions of the Agreement will be referred to the membership of the Association and the Board for ratification.

6-4-5 If additional funding is received by the District through the passage of a statewide or local ballot measure through the 2026 election, either the Association or the District can initiate opening the financial agreement.

6-4-6 If the state introduces a mechanism to reduce school funding similar to the Budget Stabilization Factor, either the Association or the District can initiate opening the financial agreement.

Article 7 - Grievance Procedure

7-1 <u>Definitions</u>.

7-1-1 A “grievance” shall mean a written complaint by an educator or educators in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement or of an

administrative procedure, practice, or written personnel policy that affects educators.

7-1-2 Grievances regarding a violation, a misrepresentation, or inequitable application of this Agreement may go to Level Three, upon the request of the Association. Unless provided otherwise in this Agreement, grievances regarding administrative procedures, practices and written personnel policies that affect educators are grievable up to Level Two.

7-1-3 The term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, (2) the Board is without authority to act, or (3) a grievance is specifically prohibited or limited by the terms of this Agreement. As an example, the term "grievance" shall not apply to the dismissal of a non-probationary teacher, the review of which is prescribed by law.

7-1-4 An "aggrieved person" is an educator or educators asserting a grievance.

7-1-5 If, in the judgment of the Association, a grievance affects a group of educators in more than one (1) building, the Association may submit such grievance in writing directly to the Office of Talent, and the processing of such grievance may be commenced at Level Two.

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

7-3 **Procedure.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If a grievance is filed which might not be finally resolved at Level Three under the time limits set forth herein prior to the end of the school year, the time limits will be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as practicable.

Information. The District 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 District and its representatives, all pertinent information not privileged under law in its possession or control, and which is relevant to the issue raised by the grievant.

Timing. No grievance shall be recognized by the District or the Association unless it is presented at Level One within fifteen (15) school days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. However, if the Association determines that a grievance affects a group of educators in more than one (1) building, the Association may submit an Association grievance in writing at Level Two.

An Association grievance shall not be recognized at Level Two unless it is filed with the Department of Human Resources within at least twenty (20) school days after the act or condition upon which it is based occurred. Grievances not timely presented will be considered as waived. If the District does not recognize a grievance due to timeliness, the District will provide the grievant with a written statement/evidence explaining why the grievance is not being recognized.

7-3-1 Level One. A grievance first will be discussed with the aggrieved person's principal or supervisor to attempt to resolve the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may be accompanied by the Association's Representative, or (3) may request that the Association's Representative act on behalf of the aggrieved person. If the Association believes that the principal or immediate supervisor is not best suited to resolve the matter informally, the Association may discuss the grievance with the Executive Director of Labor and Employee Relations who will provide the Association with the individual best suited to resolve the matter informally.

7-3-1-1 If a staff member of the Association accompanies the aggrieved person or acts on behalf of the aggrieved person, an Office of Talent representative may attend the Level One meeting. If an Office of Talent member is present the grievant can reschedule the meeting in order to have an association staff member attend as well. Upon request for the informal conference, the aggrieved person shall inform the principal or immediate supervisor of the specific articles of concern and that the informal conference is intended to serve as a Level One grievance. No written documentation of the grievance or administrative response will be required if the grievance is settled at Level One.

7-3-1-2 Level One grievances not responded to by the principal or supervisor within ten (10) school days will be considered denied and may progress to a Level Two grievance.

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 using the Grievance Disposition Form with the principal or supervisor within ten (10) school days.

7-3-2-1 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.

7-3-2-2 The principal or supervisor and the grievant shall sign the Grievance Disposition Form. The principal or supervisor shall also have the opportunity to provide comments related to the Level One process on the Grievance Disposition Form. No additions to this form may be made after it has been signed by the grievant and the principal or

supervisor, unless new agreement articles, administrative procedures, practices and written personnel policies that have been identified after information from the aggrieved party has been requested.

7-3-2-3 The principal or supervisor may request an informal conference with the grievant to discuss additions to the form. If an additional meeting is not requested within three (3) school days, the grievance form shall be amended and presented to all parties at the Level Two conference.

The disposition form must be submitted to the District within ten (10) days of the Level One grievance decision. The Association shall send a copy of the Grievance Disposition Form to the Office of Talent. The Association will assign a tracking number to the grievance and distribute the Grievance Disposition Form to the Office of Talent. All known documentation related to the grievance must be provided prior to the Level Two meeting. The District must acknowledge receipt of the grievance in writing within three (3) calendar days.

7-3-3 Level Two. The Office of Talent designee or Principal Supervisor will go to the school or designated worksite with the appropriate Association Representative (or designee), and meet with the educator and principal or immediate supervisor at the school or designated worksite to attempt to facilitate the grievance resolution.

7-3-3-1 Such a meeting will take place within ten (10) school days after receipt of the written grievance by the Office of Talent.

7-3-3-2 By mutual consent, the parties may conduct the meeting via electronic means including, but not limited, video-, virtual-, and tele-conferencing.

7-3-3-3 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.

7-3-3-4 If no resolution is reached, a District Representative will be responsible for providing a Level Two response on the merits of the grievance within ten (10) school days from the Level Two meeting. The Level Two response will be forwarded to the principal (or immediate supervisor), to the Association and to the grievant.

7-3-4 Upon request by the Association, grievances concerning an administrative transfer, Reduction in Building Staff (RIBS) or the recommendation by a principal for non-renewal of a probationary teacher shall be subjected to an expedited grievance procedure. The Level Two meeting will take place within seven (7) school days. Grievances concerning the recommendation by a principal for non-renewal of a probationary teacher will not be processed beyond Level Two.

The Level Two decision must be submitted to the Association within ten (10) school days.

7-3-5 Level Three. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, the aggrieved person may request that the Association submit the grievance to either arbitration or mediation within ten (10) school days of the receipt of the Level Two decision. The Office of Talent will be copied on such request. If the grievant wants to proceed with the Level Three and the Association deems the grievance meritorious, it may demand arbitration or request mediation within twenty-five (25) school days after the receipt of the aggrieved person's request. The arbitration demand/mediation request from the Association must be in writing and must indicate the reason the Level Two decision is unsatisfactory. The District will respond to the arbitration demand/request for mediation within seven (7) school days. When Level Three hearings are held, all witnesses who are District employees shall be summoned by the Office of Talent. The Association and the District will mutually exchange witness lists at least (2) days in advance of the hearing.

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 Arbitration**.** 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 In conducting arbitration cases, the District 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.

7-3-5-5 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

7-3-5-6 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.

7-3-5-7 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.

7-3-5-8 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. If the Board rejects the arbitrator's recommendations, a written explanation will be provided to the Association. No public release may be made until after the next business meeting of the Board.

7-3-5-9 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.

7-3-5-10 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.

7-3-5-11 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.

7-3-5-12 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 Educators to Representation.

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

7-4-1-1 No reference to the filing or processing of a grievance shall appear in an educator's personnel file or be used in any evaluation, assignment, or disciplinary action.

7-4-2 All educators 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 educator may decline representation at Level One.

7-4-2-1 No aggrieved educator 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.

7-5 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 designee will review with the responding administrator the reason why the time limits were not met and any extenuating circumstances therefore. The Office of Talent may take appropriate action on whether to grant the grievant's requested remedy based on its review of the situation.

7-5-1 All written and printed matters relating to grievances will be filed separately from the central office personnel files of the participants.

7-5-2 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 Office of Talent (Human Resources) and the Association.

7-5-3 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 Office of Talent (Human Resources) during the school day, the Office of Talent (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 educators' release for such hearing. The grievant(s) shall not be responsible for finding class/assignment coverage to attend the hearing.

7-5-4 The Agreement Review Committee shall monitor the number and types of grievances and the length of time such grievances take to be resolved. The Agreement Review Committee shall review all grievances of the current school year annually no later than June 30th.

7-6 District Accountability. The District and the Association upholds the value of constructive feedback and input from educators. The Association may present data regarding concerning administrative practices as they relate to upholding this agreement to the Agreement Review Committee.

Article 8 - Professional Standards

8-1 **Contract year.** The contract year shall be one hundred eighty-six (186) days. If an educator is required to extend their contract year and is continuing to do the work they performed during the contract year, they shall be paid at their regular scheduled rate per day. Regular scheduled rate per day is the educator's salary divided by the number of days in the contract year.

8-1-1 In addition to the one hundred eighty-six (186) days, newly hired educators may be required to attend pre-session orientation meetings in accordance with Article 28-2. New educators will be paid for orientation meetings on the next practical payday. Educators hired after the orientation process will be afforded comparable training opportunities to those offered during orientation.

8-1-2 Non-Student Contact Days. Annual allocation of non-student contact days shall be as follows:

- Ten and one-half (10.5) Professional Learning days:

    - Four and one-half (4.5) self-directed educator planning days (full or half-day increments)
    - Three (3) full professional days to be directed by the principal or SSP department leader
    - Three (3) District-directed professional learning days, one (1) of which will be equity focused
- One (1) Family Conference day

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

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

8-1-2-3 The SLT shall create a schedule that provides educators with the time during school hours to grade school/grade level required assessments that require manual educators scoring.

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

a. the program needs to be scheduled outside the contract year,

b. no programs with required attendance will be scheduled for the last two weeks of June and the first two weeks of July,

c. written notice is given ninety (90) days prior to the end of the school year,

d. the educational reason is sound and the content is relevant,

e. educators attending are paid in accordance with Article 28.

f. adequate alternate opportunities to learn the content are provided.

8-1-3-1 Educators who cannot attend will need to discuss reasons with their school leader or applicable SSP department leader.

8-1-3-2 Schools may seek a waiver from this Agreement, as in Article 2-4-1, if the training cannot be scheduled during the week prior to or after the school year. In such cases attendance would be voluntary.

8-1-4 Evening Meetings. In addition to the 40 hour work week, each educator may be required to attend three (3) evening events approved by the SLT or Department Leadership Team per school year, as part of the contracted time.

8-1-5 Special Conditions of Employment. Any special conditions regarding the assignment of any educator will be reduced to writing and become an addendum to the individual's initial employment contract with the District.

8-2 **Forty (40) Hour Work Week.** The work week shall be forty (40) hours, and shall include:

8-2-1 Lunch Periods. There shall be a minimum standard forty-five (45) minute daily lunch prorated by the individual's full-time equivalency (FTE). Lunch shall be duty free.

8-2-2 The principal or applicable SSP department leader shall have authority to permit educators to diverge from the regular school day.

8-2-3 The District's scheduled student school contact day will not be extended without applying the due process of collective bargaining.

8-3 **Self-Directed Planning Time.**

8-3-1 For Secondary Educators: Each secondary school educator shall receive a minimum of three-hundred-forty-five (345) minutes of self-directed instructional planning time per week. Within the three-hundred-forty-five-minutes per week, each educator shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time per day scheduled during the student school contact day. If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student contact day. Passing periods shall not be considered part of the 345 minutes per week. The ten minutes before and after the bell will not be counted toward this time unless the educator does not have students for the first or last period.

8-3-2 For Elementary/ECE/K-8 Educators: Each elementary/ECE/K-8 school educator shall receive a minimum of three hundred (300) minutes of self-directed instructional planning time per week. Within the three-hundred-minutes per week, each educator shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time per day scheduled during the student school contact day. If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student contact day. Classroom transitions shall not be considered part of the 300 minutes per week. The ten minutes before and after the bell will not be counted toward this time unless the educator does not have students for the first or last period.

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

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

8-3-5 Educators whose annual contract is less than full-time shall have prorated instructional planning time according to their contracted rate.

8-4 Multi-School Assignments.

When educators 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 educators 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 educators shall be notified of any change in their schedules as soon as practicable. When school schedules do not align, the educator can request that the schools provide the educator with a written schedule that outlines the educator's forty-hour work week, individual planning times, professional development, and travel time. The educator will have the right to provide input on the development of the written schedule.

8-5 Class Size and Teaching Loads.

The District and the Association recognize that class size is one of the factors to student success. The range of teaching loads, number of preparations and number of pupil contacts required should provide for effective instruction and meaningful teacher-student interaction. CSC will review class sizes at each school and provide recommendations to the School Leader in December. DPS and the Association agree to work together to seek increased state funding to decrease class size. The principal shall report to the CSC, after the roster verification process, the number of students in each class. This information will be published in the CSC minutes on the school's website by November 1st. For the purposes of this section, a "class" shall be defined as any general education, including electives and model one classes.

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

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

8-5-1-1 The maximum class size in grades six (6) through twelve (12) shall not exceed thirty-five (35) students. In no case shall a teacher have a total greater than 175 students per day unless an exception is provided for in Article 8-5-4.

8-5-1-2 For schools that include both elementary grades (ECE-5) and secondary grades (6-12) whose staffing model differs from the traditional elementary and secondary staffing model, such must be made known to all prospective applicants to the school during the posting and /or interview process.

8-5-1-3 Preparation Periods. A preparation period ("prep") is defined as a distinct course that a teacher must plan for, and for which the teacher

is responsible for curriculum delivery, assessment and grades, attendance, and/or other related duties.

For grades 6-12, where possible due to enrollment, teachers shall have a maximum of three (3) preps per semester. Exceptions can be made when principals collaborate with the impacted teachers.

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 District 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.

8-5-2-4-1 Beginning in 2026-2027, the District will target to have class sizes of 30 students or below for grades K-5 and make reasonable efforts to reduce oversized classes. Solutions will not require existing students to transfer schools. The District will strive to maintain this threshold, but enrollment fluctuations, staffing shortages, programming needs, and facility limitations may impact compliance.

8-5-2-4-2 Beginning in the 2025-2026 school year, the District shall provide quarterly reports to the class size committee detailing:

- Current K-5 class sizes by individual classroom at each school and grade level
- Number of classes exceeding 30 students and duration of such overages
- Specific efforts undertaken to address oversized classes

- Circumstances preventing compliance with the 30-student target

8-5-3 Early Childhood Education Teaching Load. For ECE half-day Model 1 classrooms, the maximum class size will be sixteen (16) students, inclusive of no more than six (6) students with IEPs, unless the only solution is transferring students to other schools.

8-5-4 For music and physical education classes, the SLT may annually set a higher daily class size limit for a single school year or semester after engaging in direct consultation with the affected teacher(s) and department chairperson(s). A teacher may request that the SLT approve a higher class size limit for their class. The criteria to be considered in deciding whether to exceed the maximum class size limit must include safety of students and staff, adequacy of the facility and equipment, and the impact on the educational program in those classes. The SLT will specify which courses and sections will have the higher class size limits and the actual maximum number in each. All raised limits will expire at the end of each semester or school year as specified by the SLT. All decisions to increase maximum class size must be made no later than the time that schedules are set for the school each semester.

8-5-5 If a teacher believes that the number of students and/or level of student need assigned to that teacher is not consistent with sound educational practice, the teacher shall have the right, upon written request to the principal, with a copy to the Principal Supervisor, to schedule a conference with their principal regarding the matter. The principal will respond to the teacher's concern and seek a mutually agreeable resolution.

8-5-6 Class Size Committee

The class size committee will comprise three (3) Association representatives, three (3) District representatives, one (1) parent appointed by the Association, and one (1) parent appointed by the District.

8-5-6-1 The committee shall meet twice in the fall and twice in the spring during District hours unless the Committee mutually schedules meetings at other intervals or times.

8-5-6-2 The committee shall receive a report from the District prior to each meeting showing K-12 class sizes.

8-5-6-3 The committee shall review the reports and identify patterns deserving further attention and analysis.

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 an educator's presence and skills, through the use of paraprofessional educators.

8-7-1 Assignment of teachers to non-teaching duties not done by paraprofessional educators 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) and Section 504 of the Rehabilitation Act of 1973 (Section 504) mandates.

8-7-3 In addition, special education teachers, specialized service providers, and school building 504 Coordinators (who are not special education teachers or SSPs) will have up to four (4) school days per semester of release time to work on IDEA and Section 504 compliance mandates.

8-7-3-1 The release time can be taken in half or whole day increments.

8-7-3-2 Specialized Service Providers and Special Education Teachers shall collaborate with their respective principals, managers, and/or team leads at involved schools on scheduling release days.

8-7-4 Non-teaching duty time shall not reduce self-directed planning time as guaranteed in other sections of this Agreement.

8-7-5 Starting in the 2022-2023 school year, DPS and DCTA agreed to eliminate the HPI incentive. $2,785,000 from the former HPI budget will be reallocated to create a centrally managed Specialized Service Provider and Special Education Pool of educators that will be utilized to support SSP and Special Education educators within the District in order to meet student identified IEP needs. Consistent with 5-7-6, the ESS Collaborative Committee shall determine the hiring, makeup, changes to makeup, assignment, transfer, reduction and workload expectations protocols of this centrally managed pool.

8-8 Lesson Plans.

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

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

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

8-8-3 If the administrator has questions of the teacher regarding the lesson plan, then the administrator and the teacher will discuss the lesson plan and identify any next steps as necessary, which could potentially include coaching and/or professional development.

8-8-4 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 educators shall make every effort to avoid unnecessary interruptions during instructional periods.

8-10 Class Coverage.

It is an administrative responsibility to cover all scheduled classes.

8-10-1 During the first month of each school year, the SLT, in consultation with the department chairs at the secondary level or grade level chairs at the elementary level, shall develop a written contingency plan for class coverage occasioned by a shortfall of substitute teachers. Principals shall be encouraged to be included in the contingency plan equally with other educators. Individuals must possess the appropriate teaching credentials to be considered for class coverage. Such a plan shall include the procedure for enabling teachers to invoke Article 28-6.

8-10-2 Senior Team Leads/Team Leads (STL/TLs) shall not be solely relied upon for class coverage when there is a shortage of substitutes in a building. Contingency plans for lack of substitute teachers should prioritize the equitable impact and implementation of coaching and observation feedback cycles.

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, educators 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, educators 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, educators 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 educator absences under this Article are subject to review by the school building level administrator.

8-12 Educator-in-Charge.

If an educator 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 educator will be relieved from either the office or classroom assignment.

8-13 Transportation of Students.

Educators shall not be required to transport pupils to activities, which take place away from the school building.

8-14 The Instructional Issues Council.

This Council is charged with developing potential strategies to address issues raised in this Article.

8-15 Exceptional Student Services Workload.

8-15-1 The Exceptional Student Services (ESS) Collaborative Committee will annually review and update the annual Exceptional Student Services Guidance Manual ("ESS Manual"). The ESS Manual will outline workload standards for all special education teachers and SSP disciplines within all ESS departments, centrally managed teams, and schools, based on input from each Department Leadership Team. The ESS Manual will outline processes for accountability, including how to address workload audits for individual educators. The purpose of this ESS Manual is to develop a consistent process to help determine recommended workload benchmarks across the district and individual schools.

8-15-2 In order to support a fair and consistent process across departments, the ESS Collaborative Committee will review workload calculators that use common data points across all SSP disciplines and Special Education Teachers, and yet have flexibility to consider the unique professional requirements of each discipline.

8-15-2-1 Each department or team's workload calculator will use a formula to determine the resources needed to meet student needs in that specific department, school, or team.

8-15-2-2 Data points considered in workload calculators may include, but are not limited to:

- Colorado and/or Metro Denver district trends for ratios,
- nationally recommended caseload ratios by discipline,
- direct service minutes,
- indirect service minutes,
- management of IEP/504s,
- number of initial evaluations and reevaluations,
- travel time in between schools when assigned to multiple locations, and other supports required to provide students with their necessary services [including a Free Appropriate Public Education (FAPE)].

8-15-2-3 The process and recommendations of workload benchmarks will be determined through a consensus process. If the ESS Collaborative Committee is unable to reach a consensus, the Executive Director of the Exceptional Student Services Office will consult with the Association prior to making the final decision.

8-15-3 The workload benchmarks in the ESS manual will inform resources allocated through the annual budgeting processes, including measures for accountability, each spring for the upcoming school year and recommended for inclusion into the Budget Guidance Manual for the following school year.

8-15-4 The District and Association recognize the need for ongoing evaluation of these recommendations and the development of monitoring and evaluation processes. To that end, the ESS Collaborative Committee will meet annually no later than November 1st to review these guidelines and budget cycle allocations, and make necessary recommendations for changes, including changes available for appropriate determinations in response to any requests for workload review.

Article 9 - Central Office Educator Files

All educator 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 be available to the educator for inspection no more than seventy-two (72) hours after requested. In cases where educators express a pressing need to see their personnel file immediately, the District will make every effort to meet the educator’s request. At the educator’s request, anyone may be present in this review. If requested, educators may be provided copies of material contained in their central office file without cost.

9-2 Material originating within the District which is disciplinary in nature or negative in regard to an educator's conduct, service, character, or personality shall not be placed in an educator's file unless the educator has had an opportunity to read the material, have an Association representative present at the meeting, and to sign the copy being filed. Such a signature does not indicate agreement with the content of the material.

9-2-1 If an educator is exonerated with respect to any of the matters cited above or is exonerated following the completion of an investigation during which the educator was placed on administrative leave with pay, all adverse entries in the educator's central personnel file related to that incident or issue will be removed.

9-2-2 Information, documents, or evidence obtained solely through the investigative process that falls outside the scope of the original complaint shall not be included in the educator's central personnel file without due process.

9-3 The educator shall have the right to answer any material filed and have the answer reviewed by the Office of Talent Executive Director of Strategy and Support, 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, supervisor, or designee 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 educator, 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 relate to the safety, physical, and mental health of children. If the District retains the material, they must inform the educator what material will be retained and provide the educator with their rationale for retaining the material. 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 Office of Talent, which must be signed and dated by any person examining the file.

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 an educator's employment status, promotion, demotion, or dismissal.

Article 10 - Performance Evaluations

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Part 1: <u>Universal Norms</u>

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

- Provide a common language around expectations and responsibilities.
- Assess the effectiveness of educator performance and provide feedback in order to drive continuous improvement to instruction and enable educators to develop as professionals.
- Serve as a measurement of professional growth and development of educators over time.
- Enhance the implementation of the school's curriculum and services.
- Implement District and school goals.
- Serve as documentation for a recommendation for dismissal based on unsatisfactory performance.

10-1-2 The District is committed to recruiting, growing, and retaining effective educators, closing opportunity gaps, and preparing all DPS students for college and careers. The educator growth and performance systems are used to drive the growth and development of educators as well as evaluate them according to appropriate standards for their role. The following procedures are intended to ensure that all evaluations are growth-based, reduce bias, reliable, and transparent.

10-1-3 Observers are required to use the corresponding appendices for any content or role with an appendix, including in the general education classroom setting for students who fall into the appropriate appendices.

10-1-4 All educators shall be evaluated under one of the following systems:

- LEAP: Leading Effective Academic Practice
- NII Framework: Non-Instructional and Itinerant Framework

- SSP GPS: Specialized Service Providers Growth and Performance System

Part 2: General

10-2-1 **Frequency of Evaluation and Procedures for Observations**: **All educators**. will be evaluated every year.

10-2-2 **Fairness Guide** Requirements: In addition to the requirements set forth in this Article 10, all evaluations shall follow the requirements set forth in their respective Fairness Guides.

10-2-2-1 Each evaluation system's Fairness Guides will be released each year and made available to educators at the beginning of the year no later than October 1st. It will provide a detailed description of the entire evaluation process and is intended to make the process transparent so that educators know what to expect for that year.

10-2-2-2 The Committees will provide a quorum for necessary revisions that need to be made to the Fairness Guides outside of the educator contract year.

10-2-2-3 The District is committed to the continuous improvement of its growth and performance systems for educators. Educators are encouraged to participate in any District survey regarding their evaluation system in order to provide feedback on potential improvements to the process. The District will share the survey results with the respective collaboration committees.

10-2-2-4 Absent mutual agreement between the District and the Association, respective Fairness Guides cannot change any of the requirements set forth in this Article 10.

10-2-2-5 A failure to follow any of the requirements in any Fairness Guide is grievable up to Level 2, but not Level 3.

10-2-3 Evaluator Requirements: All Evaluators must complete bias and culturally responsive training and be certified under the District's certification system to conduct observations before their observation scores can be considered when calculating an educator's end-of-year rating. Such certification is intended to enable the Evaluator to fairly, professionally, and credibly evaluate educators.

10-2-3-1 For educators evaluated under LEAP, evaluators must complete LEAP training including Certification (iLOT), and annual LEAP Calibration of the Instructional Leadership Team (ILT).

10-2-3-2 Educators shall have the right to request coaching and an observation by a Peer Observer or SSP/Special Education Team Lead.

10-2-4 **Universal Observation Protocols**:

- Teachers will not receive a scored observation during the first two weeks of the school year.
- Teachers not currently in the Performance Improvement Process will not receive more than one Formal Scored Observation during a school week.
- After a Formal Scored Observation, the educator will not receive an additional scored observation until feedback on the prior Formal Scored Observation has been provided.
- Any educator may request a coaching cycle following a Formal Scored Observation on specific scored indicators as defined and set forth in the corresponding Fairness Guide.

10-2-5 End-of-Year Conference. Prior to the finalization of the evaluation, the Evaluator will meet and discuss the End-of-Year Report with the educator at an End-of-Year conference. This conference is an opportunity for educators and Evaluators to do a final assessment of the data gathered regarding the educator's progress and performance for the school year. The End-of-Year Report shall be completed in collaboration with the educator's coach/evaluator and supervisor.

Part 3: Definitions

10-3-1 **Educator Categories**:

10-3-1-1 "Teacher" as used in this Article shall refer to all personnel who are evaluated under the District's growth and performance system for teachers, Leading Effective Academic Practice or LEAP.

10-3-1-2 "Non-Instructional and Itinerant (NII) Educator" as used in this Article refers to personnel who are evaluated under the NII Framework.

10-3-1-3 "Specialized Service Provider (SSP)" as used in this Article shall refer to all personnel who are evaluated under the District's SSP Growth and Performance System or SSP GPS.

10-3-2 **Evaluation Terms:**

10-3-2-1 **"Evaluation"** is the annual growth and performance process that culminates in the End-of-Year Rating and End-of-Year Report for the applicable evaluation system.

10-3-2-2 **"Fairness Guide– Evaluation Expectations and Rights for Educators"** is a resource guide for educators that builds on the foundation of this

Article 10 by describing the entire evaluation process that educators can expect to experience for that year and the rights that educators have to raise and seek review of concerns associated with the evaluation process.

10-3-2-3 **"Mid-Year"** is a formal reflection conversation between the educator and the Evaluator during the evaluation cycle.

10-3-2-4 **"End-of-Year Rating"** is the overall summative rating that combines the components of the Evaluation. There are four performance categories: Distinguished, Effective, Approaching, and Not Meeting.

10-3-2-5 **“End-of-Year Report"** includes the educator's End-of-Year Rating, the evidence on which the rating is based, and the other requirements set forth in the relevant sections of this Article.

10-3-2-6 **"Evaluators"** include the Principal(s), Assistant Principal(s), Senior Team Leads, Central Office Managers, or other individuals designated by the corresponding Fairness Guide (e.g., Peer Observers) to conduct observations in the Evaluation and/or Performance Improvement Process. All LEAP Evaluators must be certified under the District's certification system to conduct observations.

10-3-2-7 **"Effective Rating"** means an overall End-of-Year Rating of Distinguished or Effective.

10-3-2-8 **"Ineffective Rating"** means an overall End-of-Year Rating of Not Meeting or Approaching.

10-3-2-9 **"Appellant"** shall mean the person who is appealing a second consecutive Ineffective Rating.

10-3-2-10 **"Formal Scored Observation"** is an observation of the required indicators for the appropriate evaluation framework that count toward the final rating.

10-3-2-11 **"Evaluation Framework"** refers to the District's evaluation rubric with indicators that are used for scoring observations or body of evidence within each evaluation system.

10-3-2-12 **"Score"** refers to a numerical value on an indicator in the Evaluation Framework.

10-3-3 **Performance Improvement Process Terms**:

10-3-3-1 **"Performance Improvement Process"** covers the period during which a Teacher is considered for a Performance Improvement Plan ("Plan" or "PIP") as well as any time the educator is on a Plan.

10-3-3-2 "Support Plans" aim to assist educators in improving their instructional skills.

10-3-3-3 **"Eligibility Observation"** is when the Evaluator conducts one Full Observation of indicators on the appropriate Evaluation Framework. If those scores meet the Eligibility Criteria, the Evaluator can move forward with the Data Gathering Period of the PIP Process.

10-3-3-4 **"Eligibility Criteria"** are the scores from the Eligibility Observation that would permit an Evaluator to move forward with the Data Gathering Period.

10-3-3-5 **"Data Gathering Period"** is a period of time where data is gathered to determine if an educator will be placed on a Performance Improvement Plan.

10-3-3-6 **"Peer Observers"** are current or future educator positions created by the District that provide support through observation and feedback during the Support Plan and Performance Improvement Process. All Peer Observers must be certified under the District's certification system to conduct observations. Peer Observers may become the primary observer to conduct scored observations for teachers who do not have a qualified observer in the building (e.g., ELA-S).

10-3-3-7 **"Joint Observation"** is an Observation that is conducted jointly by the assigned Evaluator and the Peer Observer. This takes place during the Data Gathering Period.

10-3-3-8 **"Targeted Plan Observation"** is an Observation where only the indicators identified in the Performance Improvement Plan are scored as a method to monitor progress throughout the Plan.

10-3-3-9 **"Full Observation"** is an observation during which the evaluator is required to score all required indicators on the appropriate Evaluation Framework.

Part 4: Annual LEAP Evaluations

10-4-1 **Orientation**: At the beginning of each school year, Teachers will receive annual orientation training including access to the LEAP Handbook and Fairness Guide, which will provide extensive details regarding the purpose and nature of the LEAP Evaluation process, the elements of the LEAP Evaluation, the procedures for

conducting the LEAP Evaluation, and the responsibilities of the individuals involved.

10-4-2 **Procedures for Observations**:

10-4-2-1 All Teachers shall receive a minimum number of scored observations each year as defined and set forth in the LEAP Fairness Guide.

10-4-2-2 For a Formal Scored Observation, the Evaluator will complete a form that includes both teacher and student evidence and the scores for the indicators that the Evaluator scored on the LEAP Framework.

10-4-2-3 Observations can take place at any point during a Teacher's instructional time. However, Evaluators cannot score an observation if the Evaluator determines that there was a significant disruption to the lesson time period (for example: testing of significant duration, guest speakers, fire drill).

10-4-3 **LEAP End-of-Year Report**: Every year, Teachers will receive an End-of-Year Report ("Report").

10-4-3-1 Consistent with state law, the Report shall:

- Specifically identify when the classroom observations were conducted;
- State the Teacher's strengths and areas for potential future growth;
- Include a plan and/or next steps for improvement;
- Identify the data used to support the overall rating; and
- Be signed by the evaluator. and the evaluator's supervisor.

10-4-3-2 The Teacher will electronically sign the Report. Signature will not be construed to indicate agreement with the information or the conclusions in the final written evaluation.

10-4-3-3 The Evaluator will share a draft copy of the Report with the Teacher at least one (1) school day prior to the LEAP End-of-Year conference.

10-4-4 <u>Support Plans</u>.

10-4-4-1 A support plan is not a formalized PIP. The goal is to provide clear expectations and support to ensure educators improve their practice.

10-4-4-2 Support plans will not become part of an educator’s personnel file.

10-4-5 **Performance Improvement Process**:

10-4-5-1 **Overview of the Performance Improvement Process ("the Process")**: If, during the Eligibility Observation, the Teacher meets the Eligibility Criteria, the Evaluator can move forward with the Data Gathering Period. During the Data Gathering Period, the Evaluator gathers and reviews data to determine if the Teacher should be placed on a Performance Improvement Plan. As a part of this period, a Joint Observation with the Evaluator and a Peer Observer is conducted. If the Evaluator decides that significant performance concerns exist, the Evaluator can place the Teacher on a Performance Improvement Plan ("the Plan"). The Plan will set expectations for necessary growth and include the supports that will be provided to the Teacher during the Plan. During the Plan, which can last between 30 and 90 school days, the Teacher is observed by the Evaluator and the assigned Peer Observer and the designated supports are provided. At the conclusion of the Plan, the Evaluator determines whether the Teacher has met the expectations of the Plan and whether the Teacher should be recommended for retention or dismissal. The evaluator shall include the recommendation of the Peer Observer when determining if expectations of the PIP were met.

10-4-5-2 **Data Gathering Period**:

10-4-5-2-1 A Teacher is eligible for the Data Gathering Period when an Evaluator conducts one Full Observation and the scores meet the Eligibility Criteria.

10-4-5-2-2 The Eligibility Criteria are set at:

- The mean score from any of the expectations on the LEAP Evaluation Framework is 2.5 or below, and/or
- A Teacher scores a Not Meeting (1 or 2) on three or more indicators on the LEAP Evaluation Framework.

10-4-5-2-3 If the Eligibility Criteria are met, the Evaluator will notify the Teacher that the Teacher is being placed in the Data Gathering Period and that there is a possibility that the Teacher will be placed on a Performance Improvement Plan.

10-4-5-2-4 The District assigns a Peer Observer to participate in the Data Gathering Period.

10-4-5-2-5 The Evaluator and the Peer Observer conduct a Joint Observation.

10-4-5-2-6 After the Joint Observation, the Evaluator and Peer Observer will consult regarding the observation and the Evaluator will consider the data of the Peer Observer.

10-4-5-3 **Decision to Place Teacher on a Performance Improvement Plan**:

10-4-5-3-1 Before placing a Teacher on a Performance Improvement Plan, the Evaluator should consider a body of evidence to determine whether a pattern of performance concerns exists. The extent and types of evidence considered in the body of evidence include the data from the Joint Observation and any of the following items:

- LEAP Framework scores from other observations completed;
- Student Perception Survey data (where applicable);
- Disciplinary referrals data (where applicable);
- Student Outcomes data (where applicable);
- Data from the Professionalism domain of the LEAP Evaluation Framework;
- Evidence provided by the Teacher to demonstrate effectiveness;
- Any other information that is relevant to the determination of whether significant performance concerns exist.
- Peer Observers may support with implementing the plan, administering the coaching cycles, and providing the supports.

10-4-5-3-2 If the Evaluator determines that there is evidence of a pattern of performance concerns, the Evaluator may place the Teacher on a Performance Improvement Plan. If the Evaluator is not the Principal, the Evaluator will make this decision in consultation with the Principal.

10-4-5-3-3 Professionalism Plan: The Evaluator can also place the Teacher on a Performance Improvement Plan for Professionalism if the Teacher received two Not Meeting indicator scores in the Professionalism Domain on the End-of-Year Report or Mid-Year evaluation. Because the Professionalism indicators measure out-of-classroom work, a Professionalism Plan does not require classroom observations. If the Teacher still has two Not Meeting

scores in the Professionalism Domain on the subsequent Mid-Year Evaluation or End-of-Year Report (whichever occurs first), the Evaluator can proceed to the steps outlined in Article 10-4-5.

10-4-5-4 **Development of Performance Improvement Plan ("the Plan")**. The Plan shall be developed by the Principal (or designee) in collaboration with the Senior Specialist, Performance Management, Peer Observer and the Teacher.

10-4-5-5 **Requirements of the Performance Improvement Plan**:

10-4-5-5-1 The Plan shall last a minimum of thirty (30) school days and a maximum of ninety (90) school days.

10-4-5-5-2 The Plan shall require a minimum of two (2) Targeted Plan Observations by Evaluator(s) and two Targeted Plan Observations by the Peer Observer. All Targeted Plan Observations will be announced the Thursday prior to the observation week. After each observation during the Plan, the Evaluator or Peer Observer should provide the Teacher with feedback on the observation.

10-4-5-5-3 The Plan shall identify a maximum of four (4) LEAP Framework indicators that will be targeted for improvement during the Plan.

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

10-4-5-5-5 If the Teacher does not meet all the expectations of the Plan, the Teacher may be recommended for dismissal for unsatisfactory performance. The Plan shall inform the Teacher about this standard.

10-4-5-5-6 The Plan shall include the supports available to the Teacher during the Plan process. The supports can be provided by School Leaders, Peer Observers, Teacher Leaders, peers, or other appropriate resources.

10-4-5-5-7 The Teacher shall not be videoed as part of the evaluation process unless the Teacher has consented.

10-4-5-5-8 If the Teacher goes on an extended leave during the period of the Plan, the days on the Plan completed prior to leave

will be counted and the Plan will continue upon the return of the Teacher to active service.

10-4-5-5-9 If the Teacher received a Not Meeting rating on any Professionalism indicators in the End-of-Year Report or Mid-Year evaluation in the year prior to the initiation of the Plan, the Plan can include expectations regarding that Professionalism indicator.

10-4-5-6 **Conclusion of the Performance Improvement Plan**:

10-4-5-6-1 At the conclusion of the initial period set for the Plan, the Evaluator shall decide whether or not the Plan will be extended.

10-4-5-6-2 The Evaluator may choose to extend the Plan, but the total duration of the Plan should not exceed ninety (90) total school days.

10-4-5-6-3 If the Plan is not extended, the Evaluator shall determine whether the Teacher has met the expectations of the Plan and whether the Teacher should be recommended for retention or dismissal. If the Evaluator is not the Principal, the Evaluator shall make this determination in consultation with the Principal.

10-4-5-6-4 The Evaluator will consider all evidence provided by the Teacher prior to the conclusion of the Plan.

10-4-5-6-5 The Teacher shall be provided with a final Performance Improvement Plan report.

10-4-5-6-6 The report will be presented to the Teacher. The Teacher, Peer Observer, and the Evaluator shall sign the report. The Evaluator's supervisor should also sign the report.

10-4-5-6-7 If the Teacher is recommended for retention, the Teacher shall continue to be evaluated under LEAP and will receive a LEAP End-of-Year Report.

10-4-5-6-8 If the Teacher is recommended for dismissal, the Teacher shall still receive a LEAP End-of-Year Report if there is sufficient data to calculate a rating.

Part 5: Annual NII Evaluations

10-5-1 **Orientation:** At the beginning of each school year, Teachers will receive annual training including access to the NII Framework and Fairness Guide, which will provide extensive details regarding the purpose and nature of the NII Evaluation process, the elements of the NII Evaluation, the procedures for conducting the NII Evaluation, and the responsibilities of the individuals involved.

10-5-2 **Purpose and Framework:** The NII framework is appropriate for teachers who (1) have specialized roles which don't include instruction and (2) don't have students assigned to them. The framework focuses on providing services vs. instruction.

10-5-3 **Observation Requirements:**

10-5-3-1 All NIIs will receive two formal observations/check-ins each year that are recorded in the GPS tool.

10-5-3-2 Feedback meetings should occur in a timely manner following the observations., which is suggested to be within ten (10) school days of the observations/check-ins.

10-5-4 NII End-of-Year Report: Every year, NII educators will receive an End-of-Year Report.

Part 6: Annual SSP GPS Evaluation

10-6-1 **Orientation:** At the beginning of each school year, SSPs will receive annual training including access to the SSP GPS Handbook and Fairness Guide, which will provide extensive details regarding the purpose and nature of the SSP GPS Evaluation process, the elements of the SSP GPS Evaluation, the procedures for conducting the SSP GPS Evaluation, and the responsibilities of the individuals involved.

10-6-2 **SSP GPS Framework:** The District's discipline-specific evaluation rubrics with indicators are used for scoring an SSP's observation. These are discipline-specific and can be located on the DPS internal website under SSP GPS.

10-6-2-1 Educators on Centrally Managed Teams shall be evaluated using criteria appropriate to their specialized roles and responsibilities.

10-6-3 **Observation Requirements:**

10-6-3-1 Coaching for all SSPs may be provided by a Team Lead or Manager.

10-6-3-2 The end of year appraisal shall be scored in alignment with the SSP GPS Fairness Guide and may include consideration of artifacts produced by the SSP as part of their skill demonstration related to the domains of practice.

10-6-3-3 All SSPs shall receive a minimum of two observations. One informal observation shall occur prior to the mid-year conversation, and a second observation shall occur prior to the end of the year conversation.

10-6-3-4 Observations can take place at any point during an SSP's work time. All observations will be announced the Thursday prior to the observation week. Evaluators cannot score an observation if the Evaluator determines that there was a significant disruption to the service delivery.

10-6-3-5 Following a Formal Observation, SSPs may request a coaching cycle on a specific scored indicator.

10-6-4 GPS End-of-Year Report: Every year, SSPs will receive an End-of-Year Report.

Part 7: Advisory Personnel Performance Evaluation Council

10-7-1 This District shall have an Advisory District Personnel Performance Evaluation Council ("the Council").

10-7-2 The composition and selection of the Council membership will meet the minimum requirements of statute and these members shall be appointed by the Board.

10-7-3 The role of the Council is to conduct a continuous evaluation of the District's educator evaluation systems and to act as an advisory body to the Superintendent and the respective Collaboration Committees on ensuring the fairness, effectiveness, credibility, and professional quality of the District's educator evaluation systems.

Part 8: ~~[Part 5]~~ Redress, Grievances, and Appeals

10-8-1 A failure to follow any procedure during the evaluation process can be addressed through a grievance up until 14 days past the EOY conversation.

10-8-2 Grievances regarding evaluations must be filed and processed in accordance with Article 7. However, the District shall ensure that such grievances are heard by an individual trained on the appropriate evaluation system.

10-8-3 The manner to seek review of an End-of-Year Rating is through the redress and/or appeals process.

10-8-4 **Redress**:

10-8-4-1 In accordance with procedures established by the District, an educator can access the redress process if:

- There has been a computational error in the way the rating was determined; and/or
- They receive an approaching or not meeting final rating and believe that the evaluator's assignment of the ~~a~~ final rating was not reasonable in light of the body of evidence.

10-8-4-2 Educators will have the opportunity to engage in two levels of redress review:

10-8-4-2-1 **Level One** – The District will identify an individual trained in the appropriate evaluation system to oversee Level One of the redress review. The individual shall have prior experience with the District's educator growth and performance systems. The individual will receive annual training on the evaluation system and their role in the redress process. The individual will facilitate a conversation between the educator and the appropriate school leader(s) in an attempt to reach a mutually agreeable resolution. The individual will listen, ask questions, and review the evidence presented and will provide a recommendation and considerations on the outcome to the school leader.

10-8-4-2-2 Level Two – If the educator is not satisfied with the resolution at Level One, they may submit a request for review to the Chief of Talent or designee.

10-8-5 **Appeal of a Second Consecutive Ineffective End-of-Year Rating**:

10-8-5-1 **Timelines**:

10-8-5-1-1 The District will notify teachers at risk of loss of non-probationary status in September of every year and provide information about the process and resources available.

10-8-5-1-2 A Notice of Appeal must be filed within 15 calendar days following the last student contact day of the academic year in which the second Ineffective Rating was received by the Appellant.

10-8-5-1-3 All appeals must be concluded within 90 calendar days after the last student contact day of the academic year calendar in which the second Ineffective Rating is received. If the Appellant has requested DCTA assistance, no Panel

hearing will be scheduled during the two weeks the DCTA offices are closed.

10-8-5-1-4 The timelines can be extended by mutual agreement of the District and the educator.

10-8-5-2 **Grounds for Appeal**: Pursuant to the State Board of Education rules at 1 CCR 301-87, the grounds for appeal shall be limited to the following:

10-8-5-2-1 The evaluator did not follow evaluation procedures that adhere to the requirements of statute or rule and that failure had a material impact on the second consecutive Ineffective Rating that was assigned (e.g., an observation was never completed).

10-8-5-2-2 The data relied on to determine the second consecutive Ineffective Rating was inaccurately attributed to the educator (e.g., data included in the evaluation was from students for whom the educator was not responsible).

10-8-5-3 **Procedures**.

10-8-5-3-1 The Appellant or their chosen representative must file a timely Notice of Appeal with the appropriate office or department designated and published by the District. In order to support a transparent process, the Appellant may request the Office of Talent designee to conduct a review of how the Appellant's evaluation score was calculated. The Office of Talent designee will meet with the Appellant to provide information on how the multiple measures come together to create the Appellant's rating.

10-8-5-3-2 The Notice of Appeal will contain all the written grounds for the Appeal.

10-8-5-3-3 The appropriate official or department designated by the District will convene the Appeals Hearing Panel and set the hearing date according to the terms of this Article.

10-8-5-3-4 The District and the Association shall develop appropriate timelines for when the following will occur:

- The Appellant shall provide a copy of any evidence intended to support the Appeal prior to the hearing. The District shall make additional copies for panel members as needed.

- The Appellant may request evidence from the District and the District shall provide the requested evidence if, in the District's discretion, the request is reasonably related to a permitted ground for appeal.
- Any documents and/or proceedings related to the appeal process shall not be disclosed to entities outside the District unless the District is required to do so by law.

10-8-5-3-5 **Burden of Proof**: The Appellant has the burden of demonstrating that an Effective Rating was appropriate.

10-8-5-3-6 The Appellant is allowed an advocate of their choice to represent them through the appeal process, such as a DCTA representative or DPS colleague. Attorneys shall not represent the teacher or the District at the hearing.

10-8-5-3-7 The Appellant is allowed to provide evidence in the form of testimony by the Appellant, and/or other witnesses, documents, or other materials.

10-8-5-3-8 The District is allowed to provide evidence in the form of a District representative, witness testimony (e.g., Evaluator), and/or documents and other materials.

10-8-5-3-9 Any presentation to the Panel shall be limited to one hour for the teacher and one hour for the District. Time may be extended at the discretion of a majority of the Panel members.

10-8-5-4 **Panel**.

10-8-5-4-1 The Panel will be chosen from a list of up to 30 standing panel members. For the standing panel pool, up to 15 will be chosen by the Association and up to 15 chosen by the District; however, in the process of composing the final list, the Association may veto any panel member recommended by the District, and the District may veto any panel member recommended by the Association. To ensure the credibility of the Panel, Panel members shall have had an effective evaluation rating the prior year and shall have prior experience in the profession.

10-8-5-4-2 The Panel shall be composed of equal numbers of DCTA representatives and District representatives, with no more

than six panel members total. The Association shall be responsible for selecting its members from the standing pool for each Panel hearing and the District shall be responsible for selecting its members for each Panel hearing. A process shall be jointly developed to ensure continuity of the review panel members.

10-8-5-5 **Results**.

10-8-5-5-1 The Panel shall render its decision in writing.

10-8-5-5-2 In order for the Panel to recommend changing the second consecutive Ineffective Rating to Effective, a majority of the members of the panel must agree based on a preponderance of the evidence that the Ineffective Rating was inaccurate. In that situation, the Appellant's rating will be deemed Effective and the Appellant will retain their non-probationary status.

10-8-5-5-3 If a majority of the Panel determines by a preponderance of the evidence that the rating should not be changed, the educator will be deemed probationary.

10-8-5-5-4 If the majority of the Panel decides that an Ineffective Rating was not accurate, but there is not sufficient information to assign a rating of Effective, the educator receives a "no score" and retains non-probationary status. However, if the following academic year that educator receives a second consecutive Ineffective Rating, the "no score" rating will have the consequence of a second consecutive Ineffective Rating and the educator will lose their non-probationary status. The educator retains the right to appeal the following year's rating.

10-8-5-5-4 A majority decision of the Panel shall be final and binding.

10-8-5-6 Superintendent and/or designee decision:

10-8-5-6-1 If the Panel is deadlocked on a decision, the Superintendent or designee shall serve as the tie-breaking vote. Each cluster of votes is expected to provide a summary of the rationale informing their opinion for the Superintendent or designee’s consideration.

10-8-5-6-2 If the Superintendent or designee decides that there is sufficient information to overturn the rating, the teacher

receives a rating of Effective and retains non-probationary status.

10-10-5-6-3 If the Superintendent or designee decides that an Ineffective Rating was not accurate, but there is not sufficient information to assign a rating of Effective, the Teacher receives a “no score” and retains non-probationary status. However, if the following academic year that Teacher receives a second consecutive Ineffective Rating, the “no score” rating will have the consequence of a second consecutive Ineffective Rating and the Teacher will lose their non-probationary status. The Teacher retains the right to appeal the following year’s rating.

10-8-5-6-4 If the Superintendent and/or designees confirm the rating, the Teacher will be deemed probationary.

10-8-5-6-5 The Superintendent and/or designee’s decision will be final.

Part 9: LEAP and SSP GPS Collaboration Committees

10-9-1 Purpose: The purpose of the LEAP Collaboration Committee (LCC) and SSP GPS Collaboration Committee (SSP GPS CC) is to ensure that each evaluation system is administered according to this Agreement and to enable collaboration and joint decision-making where possible in the development, implementation, and evaluation of the growth and performance systems for all educators.

10-9-2 **Composition**: The composition of the respective Committees shall have equal District and DCTA representation. Association representation shall be appointed by the Association President.

10-9-2-1 Members of these Committees will be provided release time to attend meetings in accordance with Article 10-9-4.

10-9-2-2 These committees may establish subcommittees consisting of an equal number of DPS and DCTA representatives as needed.

10-9-3 **List of Duties**:

- Review and revise the respective evaluation systems;
- Review training processes, including calibration and certification processes;
- Review the multiple measures and their cut points;
- Review the methods for calculation of student growth in the evaluation systems;

- Review a yearly summary of concerns raised through the Growth and Performance Helpline to inform changes to the District practice and/or policy;
- Review evaluation system surveys;
- Review the redress and appeals processes, when needed;
- Review appropriate feedback mechanisms for Evaluators;
- Review evaluation frameworks as needed;
- Consider the development of a modified process for novice educators;
- Consider an alternative evaluation process for a highly effective pathway;
- Review and revise the respective Fairness Guides;
- Consider language changes to appendices from specialized groups, including but not limited to ECE and CTE;
- Other duties as outlined in this Article.

10-9-4 Frequency of Meetings: Each Committee shall meet at least quarterly but shall meet more often as action is required.

10-9-5 **Decision Making**: Each committee shall have the ability to make changes to their respective evaluation system by consensus. If consensus is not reached, the matter shall go to the Superintendent to decide. The Association will be given the opportunity to provide in writing to the Superintendent their recommendation to resolve the Committee's lack of consensus. The Superintendent will review and consider any response by the Association prior to issuing a decision.

10-9-6 **Miscellaneous Items**:

10-9-6-1 DPS and DCTA will continue to work with research-practice partners to conduct and communicate research on the growth and performance of systems for all educators to support evidence-informed decision making.

10-9-6-2 Utilize the SSP GPS Collaborative Committee to collaborate with department leadership teams to look at the current resource bank and look at ways to improve/expand for specialized areas.

10-9-6-3 DPS and DCTA will collaborate to support mutually agreeable legislation that calls for changes to educator effectiveness legislation.

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

11-1 Complaints Against Educators. Complaints and/or allegations are a written or verbal expression of dissatisfaction or concern regarding a situation, service, or individual. Complaints can be considered formal or informal.

11-2 When a person makes a written or verbal complaint against an educator, the principal/supervisor or designee shall promptly notify the educator of the complaint~~,~~ and the identity of the complainant. The educator shall be given the opportunity to respond. The principal/supervisor or designee shall investigate the complaint and attempt to resolve the complaint informally if appropriate. The educator shall be notified when the investigation is complete.

11-2-1 If appropriate, the principal/supervisor or designee shall arrange a meeting with the complainant, the educator, and the principal/supervisor or designee in an attempt to resolve the situation.

11-2-2 If any record of the complaint, or its formal or informal resolution, is placed in the educator's file~~s~~, the educator shall have the right to file a written response within twenty (20) school days following the receipt of the resolution.

11-2-3 Any new conduct, performance issues, or policy violations discovered during an investigation shall follow due process.

11-3 Upon receiving a written or verbal concern of discrimination, harassment, retaliation; including alleged violations of Title IX**,** the District Discrimination Prevention and Response Coordinator or their site level designee, may not immediately disclose the identity of the complainant until after the initial meeting with the Complainant and for the period of time necessary to implement supportive measures and ascertain next steps.

11-3-1 Upon request, a complainant or respondent may have either a non-witness educator or representative from the Association (collectively "representative") present at an AC-R1 (DPR) investigative interview conducted by an investigator assigned by Office of Talent (Human Resources). Such a request must not unduly interfere with the investigator's ability to conduct a timely investigation. During questioning by the investigator, the representative may participate only to the extent of seeking clarification of questions. The investigator may remove a representative from an investigative interview if they are deemed to be interfering with the interview or engage in disruptive behavior; where a representative is removed, the interview will continue without a representative present.

11-4 **Administrative Leave.** If a principal/supervisor or designee decides to place an educator on administrative leave for the purpose of further investigation, the principal/supervisor or designee shall meet with the educator to give specific allegation(s) and the basic reason why the administrative leave for investigation is necessary, when possible.

11-4-1 Administrative leave should be considered as an option to be used only when necessary to protect the students or staff or to conduct an appropriate investigation. Administrative leave is not a punitive action and there will be no record of the leave in an educator's personnel file.

11-4-2 The District shall provide any educator placed on administrative leave notification specifying the nature of the allegation of misconduct being investigated.

11-4-3 An Administrative Leave meeting shall take place at the end of the school day or whenever it is appropriate.

11-4-4 The principal shall provide the educator a copy of the administrative leave checklist and review it with the educator. The educator shall sign the form only as acknowledgement of receipt and be given a copy of it for informational reference.

11-4-5 At the educator's request, a meeting will be held within three (3) school days. The purpose of the meeting is to give the educator an opportunity to respond as to the purpose of the need for administrative leave. The educator may have Association representation at the meeting.

11-4-6 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 educator and the Association will be notified by email after fourteen (14) calendar days from the Office of Talent or designee the reasons for the extension and the expected date of completion of the investigation and/or leave.

11-4-6-1 If administrative leave extends beyond thirty (30) calendar days the educator may request a meeting to receive a status update of the investigation. The educator shall request the meeting via email and the meeting will be held within three (3) school days from the date of the request.

11-4-7 During the investigation, the educator placed on administrative leave will continue to receive full pay and benefits. All rules for active employees will continue to apply. The Office of Talent shall respond to all email requests within three (3) school days.

11-4-8 The principal or designee shall meet with the educator within 15 days following the completion of the investigation to share the results of the investigation and to give the educator an opportunity to respond. If this timeline cannot be met, the educator shall be promptly notified. The educator may have Association representation at the meeting. The principal/supervisor or designee shall determine appropriate resolution of the matter.

11-4-9 The Agreement Review Committee (ARC) will review on an annual basis administrative leaves from the prior year. During the review, the District will provide the reason codes for administrative leave, the duration of the administrative leave, and the current employment status of the employee. The parties will discuss whether the above procedures have been implemented appropriately.

11-5 **<u>Corrective Action</u>.** Before taking corrective action against an educator, the principal/supervisor shall investigate the allegation, meet with the educator, and give the educator an opportunity to respond to the allegation and provide any supporting evidence. The principal/supervisor shall review all the evidence gathered, including any response provided by the educator.

11-5-1 If a principal/supervisor or designee determines it may be necessary to take a corrective action, the principal/supervisor shall inform the educator of their intent to consider potential corrective action measures and allow the educator the opportunity to have either another educator or representation from the Association present at this meeting.

11-5-2 The principal or designee shall follow the procedures established in the District document "Basic Fairness and Due Process, A Guide for Corrective Discipline."

11-5-2-1 Any changes to the "Basic Fairness and Due Process, A Guide for Corrective Action" will be made in consultation with the Association.

11-5-3 Neither a letter of warning nor a letter of reprimand shall be issued, nor shall an educator be suspended without pay, except for just cause.

Article 12 - Instructional Materials

12-1 In order to provide the best possible educational program in each school, the District will endeavor to provide sufficient instructional materials and equipment to ensure that each student and educator, including but not limited to ELA-S teachers, early childhood educators, specialized service providers, and special education teachers, will have access to them.

- Consistent with that goal, the District will work to provide appropriate core content materials for special education teachers comparable to what is used in mainstream classrooms.
- The District shall also provide, wherever available, grade and subject-appropriate Spanish-language core content materials, comparable to the English-language content materials used in English language classrooms, for Multilingual Learners who are taught in Spanish in ELA-S and dual language classes.
- For specialized services, the District will work to provide, wherever available, additional materials for services provided in Spanish for all students who receive instruction or intervention in Spanish.
- Educators who do not receive relevant curriculum materials from their departments and/or schools shall be reimbursed for costs incurred to provide instructional materials to their students with prior approval by the principal/manager or their designee.

- Educators shall not be disciplined or negatively evaluated for not having access to instructional materials.

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

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

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

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

12-4 Library Materials Liability Protection. Educators shall be protected from financial and professional liability for any theft, damage, loss, or destruction of materials borrowed from the Assessment Library and Assistive Technology Library ("Library Materials") that occurs during the normal course of their educational duties.

12-5 Two-Factor Authentication Methods. The District may provide two-factor authentication security keys to an educator who is not able to use their personal cellular device to access district systems.

Article 13 - Assignments, Schedules and Transfer

13-1 General Principles.

Educator assignments, schedules and transfers will be made in the best interest of the educational program for the students and consistent with educator 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, educator selection, assignments and transfers.

13-2 Qualifications/Eligibility.

In order to be considered for a position, an educator must meet accreditation standards of the Colorado Department of Education and must meet all posted requirements for the position including the requirements set forth by the Every Student Succeeds Act.

13-3 Tentative Programs.

Educators 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 school/department schedule. In addition, they will be notified of changes in their tentative program, schedule, or grade level assignment, if any.

13-4 Educator scheduling shall be made without regard to race, creed, color, sexual orientation, national origin, gender/sex (including pregnancy, childbirth, and related medical conditions), gender identity, transgender status, intersex status, marital status, age, veteran status, and consistent with the provisions of the Americans with Disabilities Act, membership in any teacher organization or such other specified human or civil rights as may be protected by statute.

13-5 School schedules for each educator normally will include a variety of assignments. The District and the Association recognize that students who are not achieving to the level of ability need the expertise of experienced teachers as much as do students with high achievement levels.

13-6 Once a Performance Improvement Plan (PIP) is implemented, the educator may be transferred only with written consent of the evaluator, the educator, and the principal of the school to which transfer is sought.

13-7 Timelines.

The Office of Talent shall determine the start date of the open market staffing cycle as early as practicable after schools have submitted their staffing vacancies and needs. The timeline for the key dates and activities listed below will be communicated to the Association no later than January 31.

Key dates and activities:

- Teachers verify consideration group. (Article 13-9)
- Educator requests for Early Retirement Incentive, move to part-time/job share, and Extended Leave of Absence notice submitted. (Articles 27-6, 22, 20)
- Recommendation for non-renewal of probationary teachers.
- In-Building Bidding and Reduction in Building Staff interviews conducted by Personnel Committees. (Articles 13-9)
- Assignment of unassigned non-probationary teachers. (Article 13-17)

13-8 Personnel Committee.

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

13-8-2 Personnel Committee elections shall take place in the month of May with a term running from June 1st through May 31st. If an election does not occur in May, the previous personnel committee will continue to serve until a new election is held.

13-8-2-1 In schools, the Personnel Committee will be composed of the principal and three (3) educators 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.

13-8-2-2 In departments and centrally managed teams, the Personnel Committee will be composed of one (1) manager and three (3) educators chosen by a vote of the department or team. If a department or team has less than ten (10) employees in a group, the number of elected educators shall be one (1).

13-8-3 Educator members will be chosen by the faculty or department. The Personnel Committee may have one (1) or more of the educator assignments filled, on a rotating basis, by (a) educator(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 or department.

13-8-4 The Personnel Committee will make decisions by consensus, if possible. If the Personnel Committee is unable to reach a decision by consensus, the principal or manager shall make an impasse decision. If an impasse decision is made, the principal or manager will share the rationale for their 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,
- experience in the subject areas of the assignment and/or grade level,
- participation in school activities beyond the classroom,

- appraisals and relevant information in the central personnel file,
- other criteria specific to the position as stated in the job posting,
- building level interview,
- references.

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

13-9 **Reduction in Building Staff (RIBS).** A reduction in building occurs when there is declining student enrollment; budget constraints; program changes or eliminations; school redesign, consolidation, or closure; or shifts in staffing allocations.

13-9-1 For school-based educators, the Collaborative School Committee will charge the Personnel Committee with the task of conducting a Reduction in Building Staff upon receipt of information that reduced the number of DCTA bargaining unit assignments at a school, or when a Collaborative School Committee decides fewer DCTA bargaining unit assignments are needed in a consideration group.

13-9-1-1 For centrally assigned educators, the Department Leadership Team will charge the respective Personnel Committee with the task of conducting a RIB upon receipt of information that reduces the number of DCTA bargaining unit members in a department, or when a Department Leadership Team decides fewer DCTA bargaining unit assignments are needed in a consideration group.

13-9-2 Following a determination of staffing needs including all attrition (resignations, retirements, educator declaration of vacancies, and educators returning from leave) and declaration of consideration group, the Personnel Committee shall establish the group of educators to be considered for reduction. The determination of staffing needs should include identification of all educators who would volunteer to vacate a position.

13-9-3 The consideration group may be a grade level, department or specialty area. The consideration group shall be defined as narrowly as possible using objective criteria based on program needs. The Personnel Committee shall notify the affected consideration group as soon as possible. Educators will not be required to re-interview for their positions if they are not in an affected consideration group.

13-9-3-1 For the purpose of establishing consideration groups, educators 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.

13-9-3-2 Each educator may reside in only one consideration group.

13-9-3-3 The Personnel Committee shall notify all potentially affected consideration groups in writing.

13-9-3-4 Excluding job share educators, contract educators who are assigned to a school less than full-time, shall be accorded the same transfer rights as other teachers in the consideration group.

13-9-4 Educators on approved leaves where their positions are being held in accordance with Article 21 shall be considered equally for the purpose of reduction.

13-9-5 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:

- Educators in the consideration group may choose to vacate an assignment.
- Educators in the consideration group should be allowed to interview for any vacancy in the school that is posted through the in-building bidding process.
- All members of the consideration group must be interviewed by the Personnel Committee.
- If it is determined that a specific reduction is no longer necessary (at any time between the RIB and the conclusion of fall adjustment for the subsequent school year), the reduced teacher has the first right of refusal to his/her former position.

13-9-6 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.

13-9-7 At the time of the reduction, impacted educators will be provided with notice of the obligation to secure a mutual consent assignment as well as information about the staffing process. Any educator 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 educator to make an orderly transition between the two (2) assignments.

13-9-8 Rights of Reduced Educators.

a. Educators whose positions are reduced will have the option of participating in resume-writing workshops, interview training and/or other supports provided by the District.

b. Educators who are not able to secure a position through the in-building bidding process by the annual internal hiring priority fair, will have priority access to vacant positions before external candidates are considered, with the exception of hard-to-fill positions.

c. Educators will be guaranteed two interviews through District-wide hiring fairs. DPS will consult with DCTA regarding the structure of any such hiring fairs.

d. Educators who are not able to interview with two or more schools during the hiring fairs will contact DPS Office of Talent as soon as practicable for assistance in scheduling the two guaranteed interviews.

e. Unassigned RIB'd educators are expected to participate in the teacher staffing process.

f. The District and the Association will monitor this process to ensure adherence to this procedure.

13-9-9 Leaves/Job Share/Retirement. See related Articles 20, 22, 27-6.

13-10 Substantial Changes in Programs/Schools.

13-10-1 Substantial changes include but are not limited to relocation, changes in programming, consolidation of schools, grade level restructuring, reductions of centrally-managed teams, and opening or closing of a school.

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

13-10-1-2 Changes in Program/Grade Level Restructuring. The provisions of Article 13, which allow for the administrative transfer of staff due to a change in program or grade level restructuring will be appropriately followed. 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 educator positions at a school approved for a Program Change may be reposted. If two candidates are equally qualified based on the considerations listed in Article 13-8-6 (criteria for Personnel Committee to consider), priority shall be given to existing faculty.

13-10-1-3 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. Among the criteria that

will be considered in hiring decisions will be familiarity with the school, students, parents and **c**ommunity. All educators 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. After the principal has hired the first five educators, the principal shall get input from at least two educators on additional hiring decisions. The principal will follow the processes and standards set out in this Article. Educators who are not selected through this process shall be informed of their Rights as Reduced Educators in Article 13-9-8.

13-10-1-4 Closing a School. When a school is closed by the District, impacted educators shall be informed of their Rights as Reduced Educators in Article 13-9-8.

13-10-1-5 Centrally-Managed Teams. When the District intends to entirely reduce a centrally-managed team, the Director shall meet with the Association prior to the decision to explore options and ensure all educators know and understand their rights as outlined in Article 13-9-8.

13-10-2 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.

13-10-3 The parties agree that personnel impacted by substantial changes in programs/schools will follow the Reduction in Building process as outlined in Article 13-9.

13-11 District Decision-Making and Communication with the Association

13-11-1 The Superintendent and the Association President shall meet annually in the fall after the School Performance Framework, or equivalent state framework, is released to discuss the schools that may be eligible for the school transformation process, redesign, closure, or restart. Timelines for decision making and options regarding restart or closure shall be discussed.

13-11-2 A school shall be identified for Redesign based on substandard student achievement or substandard growth in student achievement as identified in federal or state accountability systems.

13-11-3 The Restructuring of a school is the alteration of the governance structure of the school, as provided in the reauthorization of the Every Student Succeeds Act.

13-11-4 The Association and the District affirm that:

- many internal and external factors contribute to a school's success;

- early intervention to improve achievement in a school that may be designated for redesign, restart or closure is in the best interests of the school's students, teachers, parents, Community and the District; and
- the decision to redesign, restart, consolidate or close a school is not meant to imply blame to any one party.

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

13-11-5 Annually, the Superintendent (or designee) and the Association President shall meet, review, and provide input on the supports provided via the Tiered Support Framework (or its future equivalent).

13-11-6 Annually, the Superintendent (or designee) and the Association President shall meet and review the culture, climate, student achievement and parent satisfaction of the redesigned or restarted schools. The information gathered will also be shared with the Board of Education in order to help inform any future decisions about restart or redesign.

13-11-7 When there is a proposed material change to the State School Performance Framework (SPF), the District and the Association will meet for discussions about the proposed change.

EDUCATOR TRANSFERS

13-12 Specialized Service Providers (SSPs). Specialized service providers, including nurses, social workers, psychologists, speech language pathologists, audiologists, occupational therapists, physical therapists, school 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).

13-12-1 In the event that an SSP is reassigned during the school year, the SSP shall be provided with up to two (2) working days of non-pupil contact planning time in order to permit the transferred SSP to make an orderly transition between the two assignments.

13-12-2 Educators may submit a documented mid-year transfer request outlining specific concerns about their assignment. A decision utilizing the DLT's written procedure will be provided within (fifteen) 15 school days of the original request. If approved, the transfer will be facilitated as soon as practicable. If denied, a written rationale explaining the basis for denial will be provided to the educator.

13-12-3 If an SSP is not assigned by the end of the traditional school year, the Office of Talent shall notify them of their rights in Article 13-9-8.

13-13 In-Building Bidding.

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

13-13-2 The Personnel Committee shall inform the faculty of any anticipated vacant positions. Once posted, the Personnel Committee may elect to interview current faculty prior to considering external candidates.

13-13-3 In determining whether to elect to interview current faculty prior to considering external candidates, the Personnel Committee will consider:

- its staffing needs, including the identification of all educators who will vacate their positions;
- Instructional practices;
- Classroom management;
- Appropriateness of academic preparation;
- Experience in the subject areas of the assignment;
- Other criteria specific to the expected vacancy.

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

13-13-5 Job postings will reflect whether or not the Personnel Committee is considering in-building bidding.

13-14 <u>Posting Vacancies</u>.

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

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

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

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

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

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

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

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

13-15 Applications.

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

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

13-16 Selection Procedure.

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

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

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

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

13-17 Unassigned Teachers and Limited Term Assignments.

13-17-1 A non-probationary teacher who has been displaced from a mutual consent position and has not secured a mutual consent assignment is an unassigned teacher. The teacher will be placed in a limited-term assignment for one year or two hiring cycles, whichever is longer, while they are attempting to secure a mutual consent assignment. The Office of Talent or designee will notify unassigned teachers when an appropriate limited term assignment has been

confirmed, and will provide basic details of the assignment. The District shall make every effort to place an unassigned teacher in a position for which they are qualified and which may be available for mutual consent.

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

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

13-17-4 A non-probationary teacher who does not secure a mutual consent assignment within 12 months or two hiring cycles, whichever is longer, shall be placed on unpaid leave without benefits until such time as he or she secures a mutual consent assignment.

13-17-5 If a probationary teacher, who was reduced, does not secure a mutual consent assignment for the following school year before June 1, the teacher will be non-renewed.

13-17-6 Probationary teachers reduced during the fall adjustment process may be placed, at District discretion, into temporary instructional support positions for the remainder of the year. Their contract shall be honored for the remainder of the school year.

13-18 <u>Reduction in Force</u>.

13-18-1 A reduction in force shall be defined as the cancellation of a teacher's employment contract during their contractual period when there is a justifiable decrease in the number of teaching positions. Such reduction shall be done in compliance with applicable law and in a manner that will maintain the best educational program as determined by the District.

13-18-2 If the District anticipates a reduction in force, the Chief of Talent or designee, prior to formal action, shall consult with the Association and provide information about the number of employment contracts necessitating cancellation and the reasons for the anticipated reduction.

13-18-3 A reduction in force will occur in the following manner:

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

2. Teachers will be considered within an endorsement area by their most current LEAP end-of-year rating in the following order:

    a. Not meeting;

b. Approaching;
c. Effective;
d. Distinguished.

Reduction will occur first to probationary teachers then non-probationary teachers within a LEAP end-of-year rating category in reverse order of being hired as a teacher.

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

- Teachers on limited term assignments who have not secured mutual consent.
- Lowest second most current LEAP end-of-year rating.
- Years of District experience in the endorsement area.
- Highest degree held.

13-18-4 In the event that reduction in force is necessary, the District shall provide thirty (30) calendar days written notice to the affected employee.

13-19 Consolidation of Schools

13-19-1 In the event of a consolidation of two or more schools, non-centrally based educators from the consolidating schools will have first rights to interview for posted positions in the new consolidated school(s) resulting from their school's consolidation for which they apply and are qualified.

13-19-2 Educators who applied and did not secure a mutual consent position in the first round of hiring will continue to have first rights to interview for new positions posted throughout the hiring cycles in grade level or content areas for which they have not previously applied and are qualified. Throughout the design process of the consolidated schools, the consolidated school will post new positions as they become available.

13-19-3 The consolidated school shall implement a Temporary Personnel Committee to select candidates for vacancies in the school building. The consolidated school's Temporary Personnel Committee will be composed of the principal and elected educators from all of the schools impacted by their school's consolidation process, in the following manner:

13-19-3-1 When two to three schools are being consolidated into one new school, two educators from each impacted school will be elected by the DCTA bargaining unit members to serve on the Temporary Personnel Committee.

13-19-3-2 When four or more schools are being consolidated into one new school, one educator from each impacted school will be elected to serve on the Temporary Personnel Committee.

13-19-3-3 Elected members of the Temporary Personnel Committee will recuse themselves from the interviews pertaining to the position for which they apply.

13-19-3-4 The Temporary Personnel Committee will make decisions by consensus. A consensus decision is either unanimous or a majority decision that the entire committee (including dissenters) will support. If the Temporary Personnel Committee is unable to reach a decision by consensus, the principal shall make an impasse decision.

13-19-3-5 The decision or results of the Temporary Personnel Committee shall not be grievable. The failure to comply with the procedure contained in this section is subject to grievance.

13-19-3-6 After the Temporary Personnel Committee has hired fifty percent (50%) of the projected DCTA bargaining unit positions, that committee will be replaced by a Personnel Committee elected from the fifty percent (50%) of educators hired, consistent with the provisions of Article 13-8.

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 educator positions needed to run the summer school.

14-1-1-1 Summer school educator positions shall be posted.

14-1-1-2 Postings shall include the following basic components: descriptions of any educator position that may be included in the summer school, salary, application details, and a link to an explanation of the selection process.

14-1-1-3 All educator positions in summer school programs will be filled first by educators currently in the District.

14-1-1-4 Summer school applicants will be notified of their hiring status-within two weeks-after the conclusion of the interview process.

14-1-2 Compensation. Educators will receive compensation for summer and evening work as provided in Article 28.

14-2 Educators in full-day Summer School shall receive a minimum of three hundred (300) minutes of self-directed planning time per week. Educators in half-day Summer School shall receive a minimum of one hundred fifty (150) minutes of self-directed planning time per week.

14-3 Educators in full-day Summer School shall receive a forty-five (45) minute daily duty-free lunch. Educators in half-day Summer School will receive a fifteen (15) minute break.

Article 15 - Educator Facilities

15-1 Each school will have the following facilities:

15-1-1 Space in each classroom in which educators may safely store instructional materials and supplies, provided that the District shall not be held to be the insurer of the educator'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 educator, except in unusual circumstances.

15-1-3 Well lit and clean educator restrooms.

15-2 Insofar as financially practicable, each school shall be provided with the following:

15-2-1 A work room for educators 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 a room will be in addition to the aforementioned work room.

15-2-3 Telephone service available to educators which permits privacy of conversations.

15-2-4 Space in the parking lot at each school will be reserved for educator parking. When the District is unable to provide off-street parking for educators, every effort will be made to provide reserved on-street parking as may be needed.

15-2-5 Each educator will be provided a place which may be locked to keep personal items. Such places may be in educators' lounges or individual school rooms.

15-2-6 Office space other than the faculty lounge for educators whose classrooms are not available during the educators' scheduled planning period.

15-2-7 The District will provide designated workspaces and necessary resources for specialized services providers and itinerant educators in a school or district office which affords educators privacy for providing services to students, collaboration with colleagues, and is free from noise and interruption. Building room assignments will be made with consideration of workspaces for student services to ensure compliance with FERPA.

15-2-8 SSPs and Itinerant Educators assigned to work in DPS charter schools and facility schools who do not have access to the resources outlined below, and who have not been able to resolve their needs with the assigned charter school leader, may elevate their concerns to their department manager or team lead for support in resolution:

- Wireless Internet;
- Electrical outlets;
- Copy machines;
- Printers;
- School-provided supplies and instructional materials;
- Cleaning supplies;
- Bathroom (keys);
- Telephone.

15-3 When new schools are constructed, they will include educator facilities of the nature noted above.

15-4 Every effort will be made to ensure that for instructional periods, educators will be assigned to well-ventilated, heated, and properly lit classrooms which meet applicable health and safety standards, and which allow for an appropriate amount of space to meet instructional needs.

15-5 The District shall endeavor to provide accessible bathroom facilities for ~~e~~ach school housing a center program classroom for any student with medical or adaptive needs.

Article 16 - Personal Injury Benefits and Property Damage

16-1 **Temporary Total Disability**.

16-1-1 Educators are covered by the District's Workers' Compensation program.

16-1-1-1 Pursuant to the Colorado Workers' Compensation Act, educators who have been injured on the job, within the course and scope of their employment, and in the case of temporary total disability, will be paid Temporary Total Disability benefits. The District agrees to supplement Temporary Total Disability for up to four (4) months from their date of injury to the educator's full salary. Within the four (4) month period, educators 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. In the case of temporary total disability of more than four (4) months, educators 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 **Personal Property.** The District shall assume no responsibility for damage to or loss of an educator's personal property with the following exception. In the event an educator was within the course and scope of employment on District premises and had clothing, wallet/purse, prescription eyeglasses, or personal electronic

devices damaged, destroyed, or stolen as a result of mischief, vandalism, or other workplace hazard, the District shall reimburse the educator up to $1000.00 per incident. The District will not reimburse the educator for damage, destruction, or loss caused by the negligence (as defined by the insurance carrier) of the educator.

16-2-2 **Damage to Vehicles.** The District shall assume no responsibility for damage to educators' personal vehicles with the following exception. In the event an educator was within the course and scope of employment and had parked their personal vehicle on District premises, the District shall reimburse the educator for repair or replacement costs not to exceed $1500.00 per incident for damage sustained to the vehicle. The District will not reimburse educators for damage which resulted from the negligence (as defined by the insurance carrier) of the educator.

16-2-3 **Submitting Claims.** In order for the District to reimburse the educator for losses as outlined in this Article, the educator must file a claim by submitting both a written District property loss report and a police report, if applicable. The District can investigate any or all such claims of loss to ascertain applicability to this Article. The maximum dollar amount of claims that will be processed for reimbursement for losses occurring during the term of this Agreement shall be Thirty Thousand Dollars ($30,000.00). Completed claims will be reimbursed on a first come, first served basis.

16-3 **Legal Defense Costs and Judgments.** Consistent with Colorado law, C.R.S. § 24-10-110, the District pays legal defense costs and the costs of any legal judgment or settlement for an educator if the educator is sued for alleged injuries from any act or omission of the educator. This means that if an educator is sued for an act or omission in the scope of their employment (e.g., for something that happened on the playground while the educator was on duty), and the educator was not acting "willfully or wantonly," the District is required to provide the educator with a lawyer to defend the claim free of charge to the educator and to pay any settlements or judgments arising from the claim.

Article 17 - Safe Learning Environment

17-1 **Injury Upon Educators.**

17-1-1 Any educator who has suffered any physical or mental injury in connection with the educator's employment shall immediately make a written report of the circumstances thereof to the administrator in charge of the school or department. The injured educator 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 educator who is injured must file a Workers' Compensation report of injury with the District within twenty-four (24) hours.

17-1-2 Any educator who has been injured by a student in connection with the educator's employment may reach out building leadership to potentially initiate or modify a student's behavior plan.

17-1-3 Denver Public Schools Administration Policy GBGB will be reviewed with the school staff by the principal at the beginning of each school year.

17-2 **Educators Accused of Assault**.

17-2-1 An educator accused of assault shall make written reports to the administrator in charge of the school or department. If legal action is taken against the educator, the educator shall provide copies of any summons, complaint, process, information, indictment, notice or demand served upon the educator in connection with such assault within five (5) days after the educator has been served therewith, and report the final disposition of any such proceeding.

17-2-2 Such reports will be forwarded to the District by the administrator. In the event civil or criminal proceedings are brought against the educator, the District will comply with any reasonable request by the educator for information in the District's possession not confidential or 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 an educator alleging that the educator committed an assault in connection with the educator's employment, such educator, after making the reports described in Article 17-2-1 above, may request District assistance in the preparation of the educator's defense. Upon receipt of such request, the District will instruct its attorney to consult with the educator's legal counsel and cooperate with such counsel in the preparation of the educator's defense, insofar as the interests of the educator and the District are not conflicting.

17-3 **Rights of Educators Who Intervene in Student Altercations.**

17-3-1 To maintain a safe learning environment, educators may, within the scope of their employment and consistent with state law, use reasonable and appropriate physical intervention in accordance with DPS Administration Policies JKA and JKA-R.

17-3-2 Educators shall not be subject to disciplinary action or adverse employment consequences for physical interventions taken in good faith to protect student safety in accordance with DPS Administration Policies JKA and JKA-R.

17-3-3 Educators are not required to physically intervene in a student altercation if doing so would place them at an unreasonable risk of injury.

17-3-4 Legal Protection and Indemnification. The District shall provide legal representation and indemnification in the event of any claims arising from good

faith physical intervention in accordance with the law, DPS Administration Policies JKA and JKA-R, and within the scope of the educator's duties.

Article 18 - Student Discipline

Each school will develop a discipline plan that is consistent with the provisions of this Article and Denver Public Schools Administration Policy JK and Denver Public Schools Administration Policy JK-R and aligned to the District's commitment to restorative practices. Annually, the School Leadership Team (SLT) will collaborate with the principal on the design and process for implementation of a prevention, intervention and discipline plan. The principal shall submit the plan for review to the CSC and faculty at least annually to ensure its effectiveness. The plan applicable to the school year will be presented to educators and staff prior to the first student contact day of that school year. Each school's SLT shall have flexibility to review and make changes for the Spring semester.

18-1 The prevention, intervention, and discipline plan shall include:

1. Restorative practices training and ongoing support shall be made available to educators.
2. Identified Tier 1, Tier 2, and Tier 3 support components.
3. Descriptions of roles and responsibilities of different staff members in enacting the plan.

18-1-1 The District shall implement and maintain a standardized documentation system for behavioral events using the designated district student management system (i.e., Infinite Campus or equivalent).

18-1-2 Each building shall identify a point person who receives comprehensive training on behavioral documentation procedures. This point person shall be available to educators for questions regarding documentation procedures and compliance throughout the school year.

18-2 In order to meet the unique needs of the school, the prevention, intervention, and discipline plan may include, but is not limited to:

1. Social-emotional training and equity support practices common at the school with training made available as needed. This could include referring to resources provided by the Exceptional Student Service Office.
2. A designated "behavior specialist" if the school has a high degree of behavioral needs
3. An advisement period that includes social-emotional training for students.
4. A full-time staff member, or teacher leader, designated for training restorative support

18-3 The parties recognize that a classroom free of disruption is essential for learning. When an educator judges it necessary to protect the instructional process, they 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 educator or school principal or designee will contact the parent or legal guardian and request a conference regarding the removal.

18-4 A Student Support Plan may be developed at this time, but must be developed after the second removal of the student from the class. The plan should be consistent with the building discipline plan. Conditions under which students will be returned to class after the first or second removal, including the time period which should expire before the student is returned, shall be part of the behavior plan if developed. Development of the plan is the responsibility of the school leadership after consulting with the educator(s) and parent(s)/legal guardian(s). The student will not be returned to class until the educator has been consulted and a conference has been held with the student. Educators shall be provided coverage to be available for such consultation as soon as possible so as to avoid any delay in returning the student to the classroom.

18-5 Upon the third removal (with the exception of students with an active IEP), the student may be removed, consistent with the DPS Administration Policy on student discipline, from the educator's class for the remainder of the term. Whether the student will be placed in a different education setting, suspended or expelled, will be decided by DPS administrators in accordance with DPS Administration Policy and IDEA regulations.

18-5-1 The discipline plan, which will be reviewed annually, will incorporate the requirements of Denver Public School Administration Policy GBGB concerning assault, disorderly conduct toward, harassment of, and making knowingly a false accusation of child abuse against an educator.

18-5-2 In implementing the discipline plan an educator shall be protected from civil or criminal liability as provided by C.R.S. 22-32-109.1(9).

18-5-3 If a principal has evidence that an educator is referring an excessive number of students for disciplinary reasons, the principal shall review the classroom practices with the educator and try to determine if a more preventive approach is possible through change in practice, or if the educator 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 educator without the conference referred to above.

18-6 Denver Public Schools believes that proper student conduct, reinforced by an effective prevention, intervention and discipline support plan, is essential to create and maintain a positive school climate necessary for learning. Denver Public Schools acknowledges the important role of an effective discipline plan and culturally-responsive restorative practices. In order to ensure the respect and safety of educators, the District and the Denver Classroom Teachers Association acknowledge educators rights relative to student discipline and the District set forth certain educators rights in Denver Public School

Administration Policy. The discipline policy (JK and JK-R) was established in consultation with the Denver Classroom Teachers Association and any amendments or alterations of the policy will include collaboration from the Denver Classroom Teachers Association.

Article 19 - Personal Health Problems

19-1 Educators who voluntarily disclose personal health problems such as alcoholism, drug abuse, depression, stress, or similar illness, and who seek help for such problems, may be referred, through the Office of Talent, 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.

19-2-1 This list will be maintained on the DPS Commons webpage.

19-2-2 Each school will be supplied a poster regarding the EAP and its services to be posted prominently in staff work areas.

19-3 Confidentiality will be respected at all times by District employees**.**

19-3-1 Any inquiry, referral, or request for referral to these resources will not be documented by DPS in the employee's personnel file.

Article 20 - Leaves of Absence

20-1 <u>Short Leaves of Absence</u>.

20-1-1 <u>Sick Leave</u>.

20-1-1-1 The District will allow ten (10) days of leave each year for educators, which will accrue consistent with the DCTA work year calendar and which may be used for the purpose of sick leave.

20-1-1-1-1 Each year, educators will begin with three days front-loaded to their sick balance. Regular accrual of sick days will begin on the fourth month of the Educator's contract.

20-1-1-2 Sick leave is to be used for an educator's own physical or mental illness, illness of an immediate family member, or the death of a family member or friend.

20-1-1-3 Unused sick leave shall be accumulated from year to year.

20-1-1-4 The Sick Leave Bank will be continued under guidelines and procedures developed and administered by the Benefits Board approved by the

District and the Association. Educators shall be automatically enrolled in the Sick Leave Bank.

20-1-1-4-1 Educators will not be required to draw down their personal days before they access the Sick Leave Bank.

20-1-1-5 Unused accumulated sick leave will be included in the Compensation for Unused Sick Leave Program of the District up to a total number of one hundred eighty six (186) days. See Article 27-3.

20-1-2 Personal Leave.

20-1-2-1 Educators will have up to four (4) days per year of personal leave pro-rated by their FTE.

20-1-2-2 Personal leave will be granted to educators to attend personal matters with prior notification and approval of the principal (or immediate supervisor). No explanation of the reasons for the absence will be required except when emergency situations cause educators to seek approval for absences on shorter notice. Unused personal leave will be accumulated from year to year as sick leave.

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

20-1-3 Bereavement Leave.

20-1-3-1 Denver Public Schools provides between three (3) to five (5) days off for educators to handle matters related to the death of a family member or friend. The leave is unpaid but educators may use accrued leave for salary continuation as outlined in the Employment Practice Manual.

20-1-4 Legal Proceedings Leave.

20-1-4-1 Educators shall be granted leave time necessary to make appearances in any legal proceedings connected with the educator's employment. The educator shall be required to present the subpoena or summons to verify the educator's need for absence.

20-1-5 Additional Leave **Information.**

20-1-5-1 If an educator's request for personal leave is not approved, a specific reason will be provided in writing by the principal (or immediate supervisor).

20-1-5-2 Application for leave for purposes other than sick leave and Association Leave shall be submitted in the District's electronic substitute/guest teacher system at least five (5) working days in advance, except in case

of emergency. For any days other than sick days, the substitute/guest teacher system will notify the principal and request approval~~/denial~~ of the leave. The principal/manager shall not initiate a dialogue regarding the leave request of an educator but may respond if the educator wishes to discuss the leave request.

20-1-5-3 If there is a district-wide closure, educators who had requested leave for that day will have their leave day returned to their balance.

20-2 **Family Medical Leaves of Absence Under FMLA.**

20-2-1 Pursuant to the Family Medical Leave Act (FMLA), educators who have been employed for at least twelve (12) cumulative months during the last seven (7) years and have worked for at least 1,250 hours during the twelve (12) month period prior the requested leave may be eligible for benefits under FMLA. The twelve (12) months during which the educator must have been employed do not have to be consecutive. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid sick, personal and vacation leave (in that order) prior to being eligible for unpaid leave. Paid leave runs concurrently with and does not extend the duration of the leave.

20-2-2 The District shall at the time of approving the educator's request for such leave, give the educator written notice specifying which portion of such leave will be designated as FMLA leave. Other provisions of FMLA and District policy may apply to the FMLA portion of the leave. Please see the DPS Employment Practice Manual for more information on District FMLA policy.

20-2-3 Parental Leave. (Birth, Child Bonding, and Placement - formerly Maternity, Paternity, and Adoption Leave) All educators employed half-time or more will be (provided all eligibility requirements are met) granted parental leave for up to one (1) year, without pay or increment, when requested in writing.

20-2-3-1 A request for parental 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 or other circumstances.

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

20-2-3-4 Within three months of ratification of this Agreement, the Association and District shall convene a joint committee with membership from multiple employee groups to explore creating paid parental leave. The

committee shall report its recommendations to the Benefits Board not later than two years after the ratification of the Agreement.

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

20-2-5 Extended Personal Illness Leave. Any educator who suffers from a serious medical condition and such condition extends beyond accumulated sick leave allowable, will be granted a leave (provided all eligibility requirements are met) of absence of up to one (1) year without pay. The educator will qualify for a step if they have worked for a minimum of 119 days of the current academic year.

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

20-2-5-2 Request for such leave must also be submitted to and approved by the Office of Talent.

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

20-2-6 Upon returning from leave, the District shall make a reasonable effort to return the educator to their current employment position.

20-3 Family and Medical Leave Insurance (FAMLI). The District will include on the appropriate Benefits website page a current link to procedures related to FAMLI.

20-4 **Extended Personal Illness Leave and Coverage by Short and Long-Term Disability Insurance**.

20-4-1 Short-term disability insurance is available to certain members of Colorado PERA. Certain rules & restrictions apply. See www.copera.org for more information.

20-4-2 Long-Term Disability is available through Denver Public Schools to a full-time contract employee or long-term substitute teacher assigned to a vacant position with an expected duration of at least 16 days.

20-4-3 Eligibility waiting period: Full time employees are eligible for this benefit upon completion of three months of continuous service. Additionally, you must be off work due to disability for 3 months before payments begin (if approved). See http://thecommons.dpsk12.org/benefits to review the Long term disability insurance handbook.

20-4-4 Employees approved for short or long-term disability insurance will need to do so concurrently with FMLA and/or an extended personal illness leave as described in item 3 above. In no case will an educator's position with the district be held for more than one (1) year.

20-5 **Non-Medical Leaves of Absence.**

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

20-5-1 Association Activities Leave. The District agrees that up to three (3) educators designated by the Association may, upon request, be granted a leave of absence for the duration of their term, without pay, for the purpose of engaging in Association activities, local, state, or national.

a. Upon return from such leave, an educator 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 educator would have achieved if the educator had remained actively employed during the period of absence.

b. When an educator indicates 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 or, when not available, an equivalent position. This provision applies only when leave is for up to one (1) full school year.

20-5-2 Military Leave. Leave for military personnel will be handled in accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). As a matter of course the following will apply to all employees utilizing leave under USERRA:

a. Employees who are inducted into the U.S. Armed Forces or who are reserve members of the U.S. Armed Forces or state militia groups will be granted leaves of absence for military service, training or other obligations in compliance with state and federal laws.

b. These employees may use accrued vacation leave but are not required to do so.

c. At the conclusion of the leave, employees generally have the right to return to the same position held prior to the leave or to positions with equivalent seniority, pay and benefits.

d. Employees are requested to notify their supervisors as soon as they are aware of the military obligation. Generally, an employee retains a USERRA right to re-employment as long as the individual's cumulative length of military service does not exceed five years.

e. Questions regarding military leave policy, applicable state and federal laws and continuation of benefits should contact Human Resources. Additional information can also be found at: **https://www.dol.gov/agencies/vets/programs/userra/USERRA-Pocket-Guide**

20-5-3 General Leave. General leave of absence may be granted to a non-probationary educator without pay, increment, or benefits when such educator identifies circumstances, which may require an extended absence from the District.

a. A reasonable basis for general leave not covered by other leave of absence provisions must be provided during the time of application. Reasons for a general leave of absence could include the following:

- Elective Office Leave
- Travel, Study or Research Leave
- Corporate Internship Leave
- *Overseas Dependent Schools Leave: Upon return, the educator shall be placed on the appropriate step of the salary schedule as though the educator had remained actively employed during the period of absence.
- ACTION Programs Leave (Peace Corps, Vista, etc.) Upon return from such leave, an educator will be placed on the salary schedule at the level the teacher would have achieved had the educator remained actively employed during the period of absence

b. Applications for general leave of absence must be filed by the date established by the Office of Talent for making such an application, except in case of extreme emergency.

c. General leave of absence will be for one (1) semester or one (1) year. Return from such leave can be only at the beginning of a semester.

d. The educator will remain as part of their school staff while on leave. The vacated position will be filled using a placeholder or a long-term substitute for the remainder of the semester or school year. In no case will the educator's position be held for more than one school year.

20-6 **Additional Extended Leave Conditions.**

The following conditions shall apply to all extended leaves of absence:

a. All requests for extended leaves of absence will be applied for and granted in writing through the Office of Talent (Human Resources).

b. The time spent on extended leaves of absence shall not be counted towards the requisite probationary period for obtaining non-probationary educators status.

c. No combination of leaves of absence shall exceed one (1) year.

d. Educators shall continue to accrue seniority in the District while on approved extended leaves, except that seniority shall not accrue while an educator is on general leave.

e. Except to the extent required pursuant to the Family and Medical Leave Act (FMLA), employee benefits will not be provided to an educator while on an unpaid extended leave of absence.

Article 21 - Association Rights

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

21-1-1 The District will grant a leave of absence in one-year increments to the President of the Association during the President's term in office.

On an annual basis, the Association shall remit to the District the amount commensurate with salary and benefit costs of employing a replacement educator.

The President shall continue to receive full salary, benefits and all other entitlements while on such leave. At the conclusion of the term of office, the President shall have the same return to duty rights as stated in Article 20.

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

21-1-3 The Association 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. The Association does not have to pay for the use of the building before or after school hours if they furnish their own security and janitorial services.

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

a. Such notices, etc. must be consistent with applicable legal guidelines and Board policy.

b. An information copy of distributed notices, circulars, and other material shall be provided to the principal at the time of posting or distribution.

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

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

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

21-1-8 The Association may use the District's e-mail system to send out e-mails to the Association membership which pertain only to the bargaining unit, and which are in compliance with the District policies governing the use of electronic mail and internet systems.

21-2 Active Membership. At any time, employees in the bargaining unit wishing to become members of the Association may authorize such deduction by filing with the District through the office of the Association, a signed and dated Denver Classroom Teachers Association Salary Deduction Authorization Form authorizing the District to deduct from the monthly earnings of each bargaining unit employee and to remit to the Treasurer of the Association, an amount equal to one-twelfth (1/12) of the dues required for membership in the organization or organizations specified in Article 21-2-5 below, unless that employee has revoked membership using the process outlined in the Denver Classroom Teacher Association Membership Form ("Form").

The form shall include a waiver of all right and claim against the Board, the District, and the officers and agents thereof, for moneys deducted and remitted in accordance with the above paragraph; said deductions and remittances shall continue from year to year, unless educators notify the District through the Association office and on an appropriate form, that they desire to discontinue or to change such authorization.

21-2-1 Employees who have revoked membership may, at any time, become members of the Association by filing with the District through the office of the Association, a signed and dated Denver Classroom Teachers Association Salary Deduction Authorization Form authorizing the District to deduct from their monthly earnings and to remit the Treasurer of the Association, an amount equal to one-twelfth (1/12) of the dues required for membership in the organization or organizations specified in Article 21-2-5.

21-2-2 When Association members have no earnings due them for the month, or do not have sufficient earnings after all other deductions and/or withholdings to cover any part of the deductions, then no deductions (or a partial deduction) will be made for those educators 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 their last salary check, with the exception of those members who retire from the District.

21-2-3 The Association agrees to hold the District harmless from any action growing out of those deductions and commenced by any educator against the Board or the District, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the treasurer of the Association.

21-2-4 A service charge of ten cents ($0.10) per month per individual educator authorization shall be retained by the District to help defray costs of making such deduction.

21-2-5 The District agrees to deduct from educators' salaries an amount to cover dues for the Association, the Colorado Education Association (CEA) and the National Education Association (NEA), and to transmit the amount so authorized to the Treasurer of the Association.

21-3 **Association Leave.** The Association shall be entitled to one hundred fifty (150) full days per year for conducting business and/or joint District/Association projects and committee assignments. The Association shall reimburse the District at the daily substitute rate of pay for each day in excess of one hundred fifty (150), up to a combined total of two hundred fifty (250) days.

Article 22 - Job Sharing and Half-Time

22-1 Job sharing, or converting from a full-time employee to a half-time employee, may be requested by regularly assigned full-time equivalent educators who wish to work only half-time. Procedures for assignment to a job sharing or half-time position will be **posted on the Commons.**

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

22-1-2 Educators wishing to job share must identify another educator who also wishes to job share.

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

22-1-4 Salary, benefits, accrued service and other employment entitlements shall be fifty percent (50%) their usual value, as applicable.

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

22-2 Educators will be notified of placement during the educator staffing process.

Article 23 - Professional Behavior

23-1 Educators 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 an educator may refuse to carry out an order which reasonably threatens the educator's physical safety.

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

23-3 The District affirms the principles that educators have the full rights and responsibilities of citizenship and that an educator'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 educator's professional duties or are grounds for dismissal under Colorado statutes.

23-3-1 Educators 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 educator's professional duties.

23-4 The District and the Association affirm that diverse perspectives are part of a democratic society. All employees are expected to act in accordance with the values of the District. All employees are encouraged to identify and respond to microaggressions, dilemmas regarding ethics, integrity and or equity through difficult conversations which may not be comfortable. Discussions amongst employees are appropriate, valued, and serve as a tool to counter implicit bias.

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

23-6 Every educator and administrator is expected to exhibit sensitivity to historically marginalized and ethnic-minority persons and to promote the success of students from historically marginalized and multicultural/multi-ethnic backgrounds.

23-7 Every educator and administrator is expected to treat all members of the school community with dignity and respect regardless of sexual orientation, gender identity, or transgender status. Students and staff have the right to be addressed by their pronouns and chosen name, and no educator or administrator shall knowingly refuse to address a student or staff member by their pronouns or chosen name.

23-7-1 For the purposes of this agreement, 'dead name' refers to a name that a person no longer uses.

23-8 Any alleged abuses of principal authority in the Personnel Committee or SLT process shall be reported to the Association or Principal Supervisor or designee. The Association and Principal Supervisor or designee will review and address these allegations.

Article 24 - Controversial Issues in the Classroom

24-1 Controversial issues are defined as those problems, subjects, or questions about which there are significant differences of opinion, for which there are no easy resolutions, and discussions of which generally create strong feelings among people.

24-1-1 Although there may be disagreements over what the facts are and what they mean, subjects usually become controversial issues because of differences in the values people use in applying the facts.

24-1-2 Controversy is inherent in the democratic way of life. It is essential therefore, that the study and discussion of controversial issues have an important place in education for citizenship in a free society. Students develop into free citizens with informed loyalty to democracy only through the process of examining evidence, facts, and differing viewpoints; through the exercise of freedom of thought and moral choice; and through the making of responsible decisions. These procedures are characteristic of, and essential to, a free society.

24-2 Educators have the right and responsibility to teach about controversial issues.

24-2-1 Educators have the responsibility to select issues for study and discussion which contribute to the attainment of course objectives, and to make available to students materials concerning the various aspects of the issues.

24-2-2 Educators have the obligation to be as objective as possible and to present the several sides of an issue fairly.

24-2-3 Although educators have the right to express their own viewpoints, identities, and opinions, they do not have the right to unduly influence students to their own views~~.~~ or to teach students to accept a set of beliefs without critical thinking.

24-3 Students have the right and need, under competent guidance and instruction, to study issues appropriate to their interests, experiences and abilities. They must have access to relevant information, and they have the obligation to examine carefully all sides of an issue. Students have the right to form and express their own opinions without jeopardizing their positions in the classroom or in the school.

24-4 **Academic Freedom.**

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

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

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

Article 25 - Substitute Teachers

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

25-2 Retired teachers from DPS may request to be placed on the list of substitutes.

25-3 The District shall meet annually with the Association to discuss fill rates of substitutes and to discuss options to address fill rates that are consistently below eighty percent (80%).

Article 26 - Benefits Allowance and Benefits Programs

26-1 **Benefits Allowance.** The District will offer diversified options for employee healthcare coverage for the duration of this agreement, including, but not limited to a high deductible with an HSA plan, a low deductible plan, and an HMO plan. The District shall provide educators with a benefits allowance as a part of their total compensation package, consistent with the conditions in 26-1-1. The purpose of the benefits allowance is to provide educators with a portion of total compensation that can be used to purchase benefits choices selected by the Benefits Board and contracted for by the Board of Education. The long-term goal of the District and the Association is to provide educators with a benefits allowance that plays a significant role in enhancing the District's competitive position in attracting and retaining educators.

26-1-1 The District shall provide all educators based on FTE on a prorated basis with a benefits allowance of $422.17 per month. Educators working less than full time will receive the benefits allowance prorated by their full time equivalency (FTE).

Effective July 1, 2018 all new employees to the bargaining unit must purchase one of the District's major medical plans in order to be eligible to receive a benefits allowance. Any savings resulting from this change to the benefits allowance structure that starts in 2018 will be applied to reduce future health insurance and other benefit costs. Using these savings, beginning with the benefits year starting July 1, 2018, the District will decrease the premiums for Employee Plus Children and Family coverage by at least $1200 annually ($100/month) on top of the $750 a year ($62.50/month) that the District is currently subsidizing these premiums. Therefore, the total subsidy for these plans will be at least $1950 annually. Educators may find per paycheck medical rates here.

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

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

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

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

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

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

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

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

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

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

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

Article 27 - Other Benefits Provided to Educators

27-1 Compensation of Newly Hired Educators. Educators 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 educator in-service education rate.

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

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

27-2 Incentives for National Board Certification.

27-2-1 The District will support candidates for National Board Certification with a grant between $475 and $1,425 each up to a total maximum cost of $6,650. Each educator can be awarded a maximum amount of $1,900 for the entire cost of the National Board Certification process. The amount of the incentive will be equal to the amount of components or the maintenance of certificates for which the educator applies. The Association will support up to five (5) candidates for

National Board Certification who are members of the Association with awards between $475 and $1,425 for a total of $3,350.

27-2-2 Incentives for National Board Certification will be awarded to applicants through the process communicated by DCTA.

27-2-3 The ProComp Implementation Team will investigate the possibility of providing incentives for SSPs to complete national certifications similar to educator's National Board Certification and provide a report to the District and the Association by June 15th, 2026.

27-3 <u>Compensation for Unused Sick Leave at Retirement</u>. The Sick Leave Annuity Plan begun for educators in 1980 will be continued unless modified pursuant to Article 6. Effective September 1, 1994, each educator electing retirement will be provided compensation for accumulated sick leave days as follows:

27-3-1 When the educator has met the requirements for retirement in the District, that educator shall be eligible for compensation for accumulated sick leave.

27-3-2 Educators will be compensated for accrued sick leave at a rate of their current annual salary x .0015 for each day (one day = 8 hours of sick leave) of accrued sick leave. Days paid out shall not exceed the work year. Educators seeking a Sick Leave Payout Estimate may utilize the <u>Sick Leave Payout Calculator</u>. The calculator is for informative purposes only.

27-3-2-1 The District shall make all sick leave payouts within 60 days after the District is notified by PERA of the member's retirement to ensure payouts are counted for PERA-includable salary.

27-3-3 <u>Payment Options</u>. Upon retirement, educators may choose one of three 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, 457(b), 401(k) plan or other approved plan;
- Effective 2025-26, new employees to the bargaining unit will no longer be able to access placement of the unused sick leave amount into a 503(c)(9) trust to subsidize future health insurance costs for the employee. The District will maintain existing 503(c)(9) accounts.

27-3-3-1 The District and the Association shall coordinate efforts to communicate information with respect to payment options to educators.

27-4 **Educators' Education Fund.** The Educator 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 educators to further their education, consistent with District objectives. The guidelines for application and awarding scholarships will be developed by the Association.

27-4-1 Educators will only be reimbursed for courses relevant to the District's instructional framework, and/or professional certification requirements. The committee will include in its guidelines standards of relevancy for reimbursement.

27-4-2 The District will provide clerical support to implement the committee's decisions.

27-5 **Transportation Allowance.**

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

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

27-5-3 The District agrees to add educators to its automobile liability insurance coverage when these educators are required to transport students as part of the course and scope of employment. The District will add these educators by job description or name. Proof of underlying insurance is required from each authorized educator 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 educator will receive a thirty-dollar ($30.00) stipend per month in addition to mileage.

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

27-6 **Early Notification of Retirement.** Any educator 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 meeting shall be eligible for a severance pay stipend of One Thousand, Two Hundred Dollars ($1,200) payable at the time of retirement. The application deadline is February 1. The Association and District may mutually agree to extend this date in extenuating circumstances.

Article 28 - Extra Duty Compensation

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

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

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

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

28-3-1 **Schedules**

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

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

Schedule 3: Head Baseball, Head Softball, Head Track

Schedule 4: Head Girls Golf, Head Girls Tennis, Head Swimming, Head Cross Country, Head Gymnastics, Head Soccer, Assistant Basketball, Assistant Football, Assistant Wrestling, Head Field Hockey, Head Lacrosse, Assistant Volleyball

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

Schedule 6: Assistant Boys Golf, Assistant Boys Tennis

Schedule 7: Elementary and Middle School Vocal and Instrumental Music Directors (3 concerts/year), and Elementary, Middle and High School Art Teachers (3 shows/year), Middle School Dramatics Director (2 plays/year), Middle School Forensics Director (3 meets/year)

Schedule 8: e-Sports Head

Schedule 9: e-Sports Assistant

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

Schedule 12: JROTC Instructors

28-3-2 When an educator moves from an assistant coach to a head coach in the same sport, the following season the educator shall be granted one-year of experience for each two years of assistant coach experience on the new schedule.

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

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

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

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

28-6 **Paid Class Coverage**. If an educator is directed to use their planning period to cover a class due to a lack of substitute, the school shall pay the educator for the lost preparation period at the negotiated hourly educator rate.

28-6-1 A total of $200 per day will be prorated amongst teachers who take on additional students due to a lack of substitute in proportion of students added to their class.

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

28-8 SSP and Special Educator Paid Assignment Coverage.

28-8-1 If an SSP or Special Educator is directed to use their planning time to cover a portion of another SSP's or Special Educator's assignment due to a lack of substitute, the SSP or Special Educator shall be paid for the lost preparation period at the negotiated hourly educator rate.

28-8-2 If SSPs or Special Educators are directed to cover the scope of work included in an assignment of another SSP or Special Educator, a total of $200 per day will be prorated amongst the SSPs or Special Educators who cover in proportion of the daily assignment covered. The scope of work will be determined by the individual and their principal/supervisor or designee ~~manager within parameters set by the Department Leadership Team~~.

28-8-3 When School Nurses are covering an assignment, the delegation of their license will continue until another School Nurse assumes delegation.

28-8-4 The SSP's or Special Educator's work day may be extended based on the agreed upon scope of work for coverage.

28-9 **Paid Committee Participation.** Educators in the following committees will be eligible for an annual $400 stipend:

- Collaborative School Committee (one educator elected);
- School Leadership Teams (1 appointed educator, Association Representative and 3 educators elected);
- Personnel Committee (3 educators elected);
- Department Leadership Teams (1 appointed educator, Functional Association Representative, 3 educator representatives elected)
- Educational Sign Language Interpreter Department Leadership Team (3 educators elected)
- LEAP Collaborative Committee (7 appointed educators);
- SSP GPS Collaborative Committee;
- Collaborative Equity Committee.

28-10 Educators in the following Educator Leader Roles will receive the following stipends:

Role	Stipend	Pay Out
Senior Team Lead	$5,500	20 checks
SSP Team Lead	$5,500	20 checks
Team Lead	$3,300	20 checks
Team Specialist	$1,650	Twice per year
New Teacher Ambassador	$880	Twice per year
Regional Team Specialists	$1,650	Twice per year

28-11 CTE Educators are eligible to receive a $1000 annual stipend for one of the state approved CTE programs. Eligibility for stipends will be consistent with the Career and Technical Student Organization (CTSO) Advisor Stipend Requirements outlined here.

28-12 **ESS Compensatory Services.** Special Education Teachers and SSPs approved by direct supervisor and/or principal to complete compensatory services beyond the forty (40) hour work week will be paid at the individual's hourly rate.

28-13 ESS Workload Extra Duty. Special Education Teachers and SSPs approved by direct supervisor and/or principal to complete IEP meetings, assessments, and documentation beyond the forty (40) hour work week will be paid at the curriculum rate.

28-14 Balarat Overnight Field Trips. Educators who attend overnight field trips at Balarat and school nurses who accompany students with significant health needs during overnight field trips at Balarat shall be paid the rate of $100.

Article 29 – Specialized Service Providers and Whole Child Supports

The District and the Association recognize the valuable contribution that Specialized Service Providers (SSPs) bring to our schools and to improving student achievement. Therefore, the District and the Association are committed to providing schools with multidisciplinary teams, workloads, and staffing ratios that lead the Denver metropolitan area and support evidence-based practices for all student services.

29-1 **Whole Child Supports.**

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

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

29-2 **Employment of SSPs.**

29-2-1 Hiring

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

29-2-1-2 SSP Salary Placement and Experience Credit.

29-2-1-2-1 **Experience Credit.** All SSPs shall receive credit for verified previous professional experience in their licensed field up to step 10. SSPs in hard-to-fill positions will receive credit up to step 12.

29-2-1-2-2 **Standardized Placement Process**. The District shall utilize standardized salary placement criteria. The Office of Talent shall provide documentation of education and experience used to determine salary placement.

29-2-1-2-3 **Transparency.** Salary setting guidelines shall be reviewed annually with the Association.

29-3 **Continuing Service Status and Dismissal Protections.**

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

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

29-3-3 Material changes to procedures in Administrative Policy GDQD and GDQD-R impacting educators will be negotiated per Article 6 with DCTA prior to implementation.

29-4 Child Care Health Consultants (CCHCs). School nurses who are required to become Child Care Health Consultants for Early Childhood Education (ECE) programs shall be provided with the time, and professional support necessary to fulfill their responsibilities in compliance with Colorado Child Care Licensing Regulations and DPS policies.

Article 30 - Innovation

Part 1: Innovation Plan Application Process

30-1 Notice to DCTA. Within five (5) business days after the School Leadership Team (or equivalent governing body if Article 5-5 was waived in the case of renewal), school administrators, or Collaborative School Committee determines that its mission, vision, and values would be supported by the flexibilities provided by innovation status, the School Leadership Team (or equivalent governing body) or District staff shall send written notification to DCTA by emailing the DCTA president at DCTAPresident@Coloradoea.org of its intent to apply for innovation status or renew its Innovation Plan.

30-2 Innovation Plan Development.

30-2-1 Innovation Plan Applications shall address the requirements of the Innovation Schools Act listed in C.R.S §22-32.5-104, District policy, and this article. The Innovation Plan Application will identify flexibilities that a school seeks to implement, rationale for flexibilities, the collective bargaining agreement waivers associated with these flexibilities (if any), applicable replacement language, and the impact of these flexibilities to members of the collective bargaining agreement.

30-2-2 In guiding the development of an Innovation Plan application, the principal will collaborate with the School Leadership Team (or equivalent governing body) and other stakeholders to identify (1) “innovations,” or new approaches that intended to increase the school’s ability to achieve its mission, and (2) the specific waivers from District policy, DCTA collective bargaining agreement provisions, and/or state/laws and regulations that are required to give the school the ability to implement the innovations.

30-2-3 The School Leadership Team (or equivalent governing body) will identify, in a consensus model, engagement strategies on how DCTA covered employees at the school can participate in the development of the Innovation Plan. If the equivalent governing body is unable to reach a decision by consensus, the principal shall make a final decision. Possible strategies include hosting forums to discuss opinions, conducting a survey of all educators, submitting anonymous questions to be answered by the School Leadership Team (or equivalent governing body) and/or hosting co-facilitated meetings with DCTA.

30-2-4 Schools may host an informational meeting co-facilitated by Association and District leadership to present educator rights and impacts of any Innovation Plan.

30-2-5 The DCTA School Association Representative will be designated as the liaison between the School Leadership Team (or equivalent governing body) and DCTA to solicit and receive ongoing feedback on the development of the innovation plan. If the school does not have a DCTA School Association Representative, DCTA will appoint a DCTA covered employee employed at the school to serve as the liaison. If the equivalent governing body does not include a DCTA School Association Representative, the DCTA School Association Representative will attend the equivalent governing body's meeting for agenda items related to the Innovation Plan Application.

30-2-6 The School Leadership Team (or equivalent governing body) will be responsible for coordinating a minimum of one (1) community engagement session, advertised to stakeholders with at least two (2) week's notice.

30-3 <u>Election Procedure</u>.

30-3-1 Consent of the Innovation Plan Application shall be based on obtaining the approval, by means of a secret ballot vote, of a majority of teachers employed at the school. If DCTA collective bargaining agreement waivers are included in the Innovation Plan, consent of the Innovation Plan Application shall be based on obtaining the approval, by means of a secret ballot vote, of sixty percent (60%) of members of the collective bargaining agreement at the school.

30-3-2 The Office of Talent will share with the school an "Eligible Voting List" of all bargaining unit members assigned to the affected school(s). The SLT or equivalent governing body will confirm and indicate the number of ballots needed to obtain consent of a majority of teachers employed at the school (60% of DCTA covered employees if collective bargaining agreement waivers are included in the Innovation Plan).

30-3-3 The school shall provide a written copy of the final draft Innovation Plan and eligible voting list to DCTA and every DCTA covered employee at the affected school(s) at least ten (10) work days prior to the beginning of any secret ballot election period. Prior to the secret ballot election period, the final draft Innovation Plan shall be posted on the school's website. If there are material changes to the

final draft of the Innovation Plan during the ten (10) work day window, the ten (10) work day timeline will start over and the updated final draft Innovation Plan will be sent to the staff and posted on the website. A secret ballot election period shall extend two (2) work days to allow bargaining unit members to cast their ballot.

30-3-4 Provision will be made for members of the collective bargaining agreement who are out on leave or itinerant teachers during the election period to cast a secret ballot.

30-3-5 Ballots shall be prepared by the School Leadership Team (or equivalent governing body) at least fourteen (14) calendar days prior to the secret ballot election period.

30-3-6 The School Leadership Team will designate election administrator(s) (1-2 people) that are not in the DCTA bargaining unit and are not in a supervisory role at the school.

30-3-7 The election administrator(s) shall distribute ballots during the election period.

30-3-8 A ballot box/envelope should be used to protect voter privacy.

30-3-9 Bargaining Unit members shall sign the Eligible Voting List to indicate they have submitted their ballot.

30-3-10 The election administrators will be responsible for counting the cast ballots, and ensuring that the number of ballots submitted matches the number of signatures on the Eligible Voting List following the close of the election period.

30-3-11 Ballots will be counted at a time and location conducive for all voting members, where DCTA representatives, District staff, school staff and other interested parties can observe the counting.

30-4 <u>Progress Monitoring</u>.

30-4-1 Each year the SLT or the (equivalent governing body) will gather and evaluate data to determine the progress of the Innovation Plan and waivers towards the goals identified in the innovation plan.

30-4-2 The results of the progress monitoring will be shared annually by the principal with DCTA covered employees at the Innovation School and posted on the school website.

30-5 <u>Hiring into Innovation Schools</u>.

30-5-1 Candidates interviewing for DCTA covered positions within innovation schools or in innovation zones shall be provided with a copy of the innovation plan inclusive of waivers to the collective bargaining agreement and innovation plan replacement language.

30-5-2 Job postings for DCTA covered positions in innovation schools or innovation zones must include a notification that the school is an innovation school. Notifications will state: NOTICE TO APPLICANTS: THIS VACANCY IS AT A SCHOOL DESIGNATED AS AN "INNOVATION SCHOOL." FOR MORE INFORMATION, PLEASE CONTACT THE SCHOOL AND/OR DCTA.

30-5-3 This article is designed to be consistent with the general purpose and principles outlined in the Innovation Schools Act, as well as consistent with federal and state statutes/regulations, CDE Guidelines, and Board Policies.

Part 2: Innovation Probationary Status

30-6 Context.

30-6-1 District-run innovation schools may, upon the majority vote of their faculty, adopt an innovation plan that waives statutory requirements, including the legal requirements related to probationary and non-probationary status.

30-6-2 When a teacher with non-probationary status transfers from a traditional school to an innovation school which does not recognize non-probationary status the District's practice is and has been to place the teacher's non-probationary status in "the bubble." If the teacher subsequently transfers to a traditional school or an innovation school that recognizes non-probationary status, the teacher's non-probationary status is removed from the bubble.

30-6-3 Critically, while a probationary teacher is working for an innovation school, that teacher cannot gain non-probationary status – regardless of the number of consecutive years of effective ratings they receive. Similarly, while a non-probationary teacher is working for an innovation school, that teacher cannot lose non-probationary status – regardless of the number of consecutive years of less than effective ratings.

30-7 Continued Recognition of Innovation Plans. [30-9] The District will continue to honor the innovation plans upon which staff voted, including but not limited to innovation plans which include statutory waivers of TECDA related to non-probationary status.

30-8 Tracking Years of Effective Ratings.

30-8-1 The District will begin tracking consecutive years of effective and less than effective ratings for teachers who work at innovation schools that do not recognize non-probationary status.

30-8-2 As described in Article 10-2 of the Agreement. "Effective Rating" means an overall LEAP End-of-Year Rating of Distinguished or Effective. "Ineffective Rating" means an overall LEAP End-of-Year Rating of Not Meeting or Approaching.

30-8-3 A teacher who works for an innovation school that does not recognize non-probationary status who subsequently transfers to a traditional school or an

innovation school that does recognize non-probationary status will be credited with any consecutive years of effective or less than effective ratings they received at their previous school(s). For example: A probationary teacher who receives 2 consecutive years of effective ratings at an innovation school who then transfers to a traditional school, will be credited with 2 consecutive years of effective ratings and need receive only 1 more consecutive year of effective ratings to gain non-probationary status.

30-9 Obtaining Non-Probationary Status.

30-9-1 Consistent with C.R.S 22-63-203, all probationary teachers, including those working for an innovation school that does not recognize non-probationary status, can gain non-probationary status by receiving three (3) consecutive years of effective ratings.

30-9-2 In cases where a probationary teacher earns non-probationary status while working for an innovation school that does not recognize non-probationary status, the teacher shall have that status placed in the bubble. If the teacher subsequently transfers to a traditional school or an innovation school that recognizes non-probationary status, the teacher's non-probationary status is removed from the bubble.

30-10 Losing Non-Probationary Status.

30-10-1 Consistent with State Board of Education rules at 1 CCR 301-87 and Article 10-10 of the DCTA/DPS Agreement, all non-probationary teachers, including those working for an innovation school that does not recognize non-probationary status, can lose non-probationary status by receiving two (2) consecutive years of less than effective ratings.

30-10-2 In cases where a non-probationary teacher loses non-probationary status while working for an innovation school that does not recognize non-probationary status, their non-probationary status shall be removed even though it was previously placed in the bubble. If the teacher subsequently transfers to a traditional school or an innovation school that recognizes non-probationary status, the teacher shall have probationary status. Nothing prevents this teacher from earning non-probationary status again based on three (3) subsequent and consecutive years of effective ratings and having said status be placed in the bubble.

30-10-3 The teacher shall be entitled the rights and privileges under the law and the Agreement to contest the loss of non-probationary status.

30-11 Retroactivity. The modification to District practices, described in paragraphs 30-13 through 30-17, will apply retroactively. This means that teachers who received three (3) consecutive years of effective ratings will be given credit for those years beginning the 22-23 SY. To properly implement this system, the Office of Talent will track consecutive

years of effective and less than effective ratings for innovation teachers from the 17-18 SY through the current school year.

Part 3: Innovation Zones

30-12 If a school decides to join or create an Innovation Zone vote, the election process outlined in Article 30-3 shall be followed.

Article 31 - Equity in the School District

31-1 The District and Association will have a Collaborative Equity Committee with equal representation of DPS and DCTA. The committee will engage in collaborative conversations in an effort to create alignment and cohesion that advances racial and educational equity in DPS. The District and Association Collaborative Equity Committee agree to:

- Honor the importance of our individual and collective journeys related to mental, physical and emotional well being of all while engaging in conversation and modeling collaboration.
- Anchor to the DPS mission, vision, shared core values**,** and the DPS Thrives: Strategic Roadmap to frame our outcomes centered on the system, the student and the adult experience.
- Meet once a month throughout the school year.
- A lead from DCTA and the District will co-lead and collaborate on the work.
- Committee membership will be reflective of marginalized groups.
- Engage the voices of team members to explore current and future efforts.
- Explore access to PDU opportunities that extend learning in the area of equity and inclusion and expand knowledge of their own racial and cultural identity, and the identity of others to cultivate cross-cultural competence by taking into account the historical, social and institutional realities we experience.

31-2 Equity Data Reporting and Review. The District shall annually provide to the CEC any public data that is shared to the DPS School Board relevant to hiring and retention of marginalized groups.

31-3 **Professional Development.**

31-3-1 The District will continue to work towards the following goals:

- Provide access to annual training, including but not limited to, implicit bias, to all educators, including school-based hiring committees regarding the importance of and strategies for increasing staff racial, ethnic**,** and linguistic diversity in an urban school district.
- Provide access to annual training as a strategy to increase a safe and welcoming environment and a sense of belonging.

- Personnel Committee members will complete annual training on equitable hiring practices prior to serving on such committees.
- Educators will have access to PDU opportunities that extend learning in the area of equity and inclusion.
- **Expand mentoring programs to support novice educators in marginalized groups.**

31-3-2 All newly hired educators are required to complete Modules 1 through 9 of the Equity Experience prior to the start of their second school year.

31-4 **School Resources.** The District agrees to implement the following with respect to District policies:

31-4-1 The District will endeavor to develop rich learning opportunities that accurately include and celebrate the contributions and historical relevance of communities of color and historically marginalized communities.

31-4-2 Bilingual educators shall not be required to serve as translators or interpreters for the school community in lieu of services provided by the Multicultural Communications Department.

31-4-3 Schools will work to utilize a rostering process that considers the demographic distribution of students.

31-5 Educator Naming. The District recognizes that educators shall be acknowledged by their chosen name. The District will ensure that educators can access the process to specify a name change by including information on the Commons under employee name change instructions. The District will continue working towards utilizing the educator's chosen name so that it is utilized on all District Systems with the exception of legal documentation related to payroll and taxes.

31-6 Assistive Technology Funding and Implementation. Educators who require assistive technology shall not be disciplined or negatively evaluated for not having access to assistive technology.

Article 32 - Balarat Outdoor Education Teachers

With the inclusion of educators that are employed at Balarat Outdoor Education in the Collective Bargaining Agreement, it is important to recognize the unique differences that exist between Balarat educators and classroom educators and Specialized Services Providers that are governed by the Collective Bargaining Agreement.

32-1 Except as expressly set forth in this article, the terms and conditions of the Collective Bargaining Agreement shall apply to Balarat Educators.

32-2 **Balarat Collaborative**. Balarat Outdoor Education should have a Balarat Collaborative, which shall make decisions using the process outlined in Article 5-5-2, which the exception

that if consensus cannot be reached, the matter shall be referred to the Balarat Regulatory Cabinet, comprised of the Balarat managers, and/or the Balarat Regulatory Cabinet direct report who shall consult with the Association prior to making a decision. The Balarat Collaborative will be composed of managers, educators and facilitators. Educators and facilitators can vote after one year of employment at Balarat. The responsibilities of the Balarat Collaborative shall be the same as those of the School Leadership Team as described in Article 5-5-3.

32-3 **Personnel Committee.**

32-3-1 The Balarat Outdoor Education program/staff shall establish a Personnel Committee to select candidates for DCTA vacancies at the program.

32-3-2 The Personnel Committee will be composed of at least one member of the Regulatory Cabinet and any educator. Not less than one (1) member of the Regulatory Cabinet and two (2) Balarat Educators shall constitute a quorum to make decisions during the school year. Notification will be given to all members of the Personnel Committee of the dates, times, and places of its meeting.

32-3-3 The Personnel Committee will make decisions by consensus, if possible. If the Personnel Committee is unable to reach a decision by consensus, the Balarat Regulatory Cabinet shall make an impasse decision.

32-3-4 The decision or results of the Personnel Committee shall not be grievable. The failure to comply with the procedure in this article is subject to grievance.

32-3-5 In determining the most suitable candidate for a vacant position, the Personnel Committee shall consider the criteria established in Article 13-8-6.

32-3-6 The Personnel Committee shall operate all year consistent with Article 13-8-7.

32-4 **Reduction in Building Staff (RIBS)**. Article 13-10 is amended as follows: The Regulatory Cabinet will be charged with the task of conducting a Reduction in Building Staff. All balarat teachers will be in the same consideration group. All other provisions of Article 13-10 are applicable.

32-5 **Self-Directed Planning Time**. Article 8-3-2 is amended as follows: Each Balarat Educator shall receive a minimum of three hundred (300) minutes of self-directed instructional planning time per week.

32-6 **Educator Facilities**. Due to the unique nature of the Balarat Outdoor Educational program, the Balarat Collaborative will determine how to implement Article 15 requirements.

32-7 **Evening Meetings**. As part of their responsibilities, Balarat Educators may be required to host evening parent informational meetings at DPS school sites in advance of student residential programs. As such, Balarat Educators will be allowed to flex their schedule that planning day to remain within the forty (40) hour work week.

32-8 **Lunch Periods**. The Balarat Collaborative has the ability to modify the duty free lunch period depending on the needs of the day and residential excursions with students.

32-9 **Non-Teaching Duties**. Article 8-7 is amended as follows: Non-teaching duties for Balarat Teachers include, but are not limited to:

- Implementing first aid services
- Starting and managing warming fires in shelters,
- Setting up and taking down challenge element equipment,
- Dormitory supervision,
- Supervision of student meal time chores, including dishwashing, table setting, and vacuuming,
- Snow shoveling,
- Basic custodial services,
- Maintain and update trails,
- Hiking 6 or more miles per day, and
- Working outside for extended amount of time in all weather conditions

32-9-1 Concerns regarding non-teaching duties should be referred to the Balarat Collaborative. The Balarat Collaborative will be responsible for reviewing non-teaching duties as needed.

32-9-2 These duties shall not reduce self-directed planning time as guaranteed in other sections of the Collective Bargaining Agreement.

32-10 **Evaluation**. Rather than using the LEAP Framework System, Balarat Educators will be evaluated by their managers using the NII Framework.

32-11 **Overnight Teaching Responsibilities**. As a major portion of their teaching duties, Balarat Educators are required to work overnight on the Balarat site for the duration of student residential programs. Generally each Balarat Educator will be scheduled to work overnight for one (1) or two (2) nights per week throughout the normal school year. While student groups are on-site, the Balarat Educator assigned to each group shall be required to stay and be on duty for the duration of the time that those students are on-site. In the instance that a Balarat Educator must leave the site for any reason during a student program, they must get approval from a Balarat program manager.

32-11-1 The following particulars relating to overnight work are agreed to:

- Sleeping Accommodations. Balarat Educators shall be provided with a solo sleeping room in the Balarat dormitories to use while working overnight on residential excursions.

- Transportation of Students. Article 8-13 is amended as follows: Occasionally a Balarat Educator may be asked to transport an injured or ill student from the Balarat site to a nearby location in order to meet the student's parent or school staff, such as to Jamestown or Boulder. Consistent with Article 23-1, a

teacher may be asked to transport a student exhibiting behavior that could cause harm to self or others or displaying unlawful behavior (e.g. drugs/alcohol). This transportation will be coordinated in accordance with protocols established by the Balarat Collaborative. The protocol will include that two adults shall assist in transporting students when there are enough adults to provide the appropriate level of supervision for all students.

- Personal Vehicle on Site. Balarat Educators shall maintain access to their personal vehicles on site during excursions and professional developments. Because of this requirement, pursuant to Article 27-5 the Lead Balarat Educator or designee shall be reimbursed for travel between the Denver-based Balarat Office location and the Balarat mountain site, and any required Balarat mountain site travel at the standard IRS mileage rate for the use of their automobile.

- Emergency School District Closures. Article 8-11 is amended as follows: When weather conditions require closing of the district, there are occasions when Balarat Educators must remain on duty at Balarat when students are on site and the conditions prevent safe transportation of the students back to their schools. In the case that a Balarat Educator must remain at work during a district weather closure day, the Balarat Collaborative shall determine the appropriate manner of compensation for up to eight (8) hours of duty time per closure day. Options to include: comp time or paid time per the negotiated teacher hourly rate in Article 28 in addition to the teacher's salary.

32-12 **Compensation for overnight duty**. Balarat Educators shall accrue the equivalent of four (4.0) hours of compensatory time for each night spent on duty during a student residential program. The Balarat Collaborative shall create a rotating weekly instructional schedule that adequately supports this compensatory time for Balarat Educators so that this comp time can be utilized on a regularly scheduled basis throughout the duration of the standard school year.

Article 33 - Junior Reserve Officer Training Corps (JROTC) Instructors

33-1 Except as expressly set forth in this Article, the terms and conditions of the Collective Bargaining Agreement shall apply to JROTC Instructors covered by this agreement.

33-2 Hiring and licensing. JROTC Instructors must have qualifying service in the United States Army and be certified by United States Army Cadet Command to be hired as an instructor for Denver JROTC. This process includes an application, interview by a trained and certified JROTC interviewer, and a Childcare National Agency Check. The application and interview are evaluated at Cadet Command and if the candidate is considered to have the attributes required of a JROTC instructor, they are provided a document of certification. Once an individual is certified, they may apply to any JROTC opening nationwide. The School Board

is the true hiring official. Once a position is offered, the individual applies to the Colorado Department of Education (CDE) for either a License or Authorization.

33-3 **Compensation**.

33-3-1 Minimum Instructor Pay: The salary of the JROTC instructors is unique and has some key differences from the salary schedule agreed to by DPS and DCTA. The JROTC instructor salary is determined by Cadet Command for each instructor based on their position and education. The Army informs the District each year what this salary is and the Army reimburses DPS in accordance with AR-145-2. As part of the Minimum Pay Pay calculated every year, JROTC instructors will receive the Army Cost of Living Adjustment (COLA) and not the DPS COLA. This combination of Army pay and District pay is called Minimum Instructor Pay or MIP. Salary for DPS JROTC Instructors is calculated at the beginning of the contract year utilizing MIP effective at the beginning of the DPS contract year and is effective until the next DPS contract year.

33-3-2 Increase for Successful Evaluation: Each year for the remainder of the DCTA Financial Agreement, the District will calculate and pay an increase to the instructors commensurate with the difference between the annual percentile increase of the MIP and the average negotiated Step and COLA increase for teachers following each successful annual evaluation as identified in Article 38-2-1.

33-4 **ProComp Incentives**.

33-4-1 JROTC Instructors shall be eligible for all incentives under Article 38-4 of the DCTA/DPS Agreement.

33-4-2 Because JROTC instructors are not placed on the steps-and-lanes schedule in Article 38, lane movement is not possible. Therefore, JROTC instructors shall be eligible for the $2,000 longevity base increase as described in Article 38-3-1.

33-4-3 JROTC instructors are also eligible to receive one $2,000 base increase for attaining a qualifying advanced degree.

33-4-4 JROTC Instructors shall receive a $2,000 base increase for completion of 18 PDU credits. The $2,000 PDU base increase can only be earned twice in a career. JROTC instructors not eligible for a PDU base increase shall receive $1,000 in non- base building pay for each PDU. JROTC instructors may complete up to two (2) PDUs per year.

33-4-5 JROTC instructors that facilitate PDUs will be paid a flat $1500 stipend per PDU.

33-4-6 JROTC instructors will receive a benefit allowance and other benefits at the same level as all other DCTA covered employees receive.

33-5 **Work Year.** JROTC Instructors may be hired for a minimum contract period of 11 and up to

12 months. The work year for JROTC Instructors includes the regular school calendar year plus additional days as designated by the DAI (Director of Army Instruction).

33-5-1 New instructors will be hired on 11-month contracts.

33-5-2 In the event the Department of Army notifies the District of necessary reductions to funding levels available to support the JROTC Program, the District may change the JROTC Instructors upcoming work year provided written notice is given ninety (90) days prior to the end of the current work year. In these situations, the JROTC Instructor's total compensation will be changed commensurate with the new work year. The revised contract year will begin following the completion of the JRTOC Instructor's current contract year.

33-6 **Instructor Evaluations**. At a minimum, JROTC Instructors are required to be evaluated on an annual basis. Instructors nationwide have an appraisal form that incorporates school district officials and military officials. Annual evaluations for JROTC Instructors will be completed using the DPS JROTC Instructor Annual Performance Appraisal Form (DPS-214-R). For purposes of this Article, the term(s) "rater," "intermediate rater," or "senior rater" means evaluator. The appraisal form used for instructors providers for an evaluation of all their aspects, school district and military.

33-6-1 Army Instructors (AI) shall be rated by their Senior Army Instructors (SAI), intermediate rated by the principal (or designee), and Senior rated by the DAI.

33-6-2 Senior Army Instructors shall be rated by the DAI, intermediate rated by the principal (or designee), and senior rated by the current DPS JROTC Supervisor.

33-6-3 A successful evaluation, for District purposes only and for purposes of compensation increases described above, shall be defined as an overall score of Approaching or above.

33-6-4 The senior rater may not change the comments or scores of the rater or intermediate rater. The senior rater's overall score will be supported by the quantitative and/or qualitative information.

33-7 **Misconduct/Performance.**

33-7-1 Cases of instructor misconduct or poor performance may be addressed through Army regulations or DPS policies - depending on the circumstances. In these cases, the DAI will determine which course of action will best address the issue. Matters subject to Army regulations and policies will be addressed in accordance with AR 145-2, CCR 145-2 or other applicable regulatory guidelines. Matters not subject to Army regulations and policies will be addressed in accordance with Board policies, the collective bargaining agreement, and other applicable district procedures.

33-7-2 The term “grievance” under Article 7 shall not apply to alleged violations, misinterpretation, or inequitable application of applicable Army Regulations or to any matter as to which the method of review is prescribed by Army Regulation.

33-8 Decertification/Dismissal.

33-8-1 If the US Army decertifies the instructor or withdraws approval for the instructor, the instructor’s employment with the District shall be immediately and automatically terminated. Decertification of a JROTC Instructor, for any reason, by the U.S. The Department of Defense is not subject to Article 7 or other dismissal rights under this agreement. Refer to AR 145-2.

33-8-2 A JROTC Instructor recommended for dismissal for violations of District policies as they relate to instructor conduct, behavior, and performance is entitled to a hearing consistent with the procedures provided in Administrative Policy GDQD and GDQD-R.

Article 34 - Associate Teachers

34-1 Associate Teachers shall be teachers in their first year of employment with the District who perform teaching responsibilities for at least 50% of the workday and participate in teacher development activities, as assigned by the Associate Teacher’s supervisor the remaining time.

34-2 Associate Teachers shall be placed on the Associate Teacher salary schedule according to the lane associated with their degree level.

34-3 The District will apply an annual cost-of-living adjustment (COLA) to the Associate Teachers salary schedule that is commensurate with the DCTA salary schedule COLA increase.

34-4 Associate Teachers will receive the full negotiated benefit allowance in accordance with Article 26-1.

34-5 Associate Teachers will receive all applicable incentives outlined in the Parties’ collective bargaining agreements.

34-6 Associate Teachers will complete the induction process and all applicable professional development required by first year teachers.

34-7 Associate Teachers shall receive a LEAP evaluation, which shall count as one year toward non probationary status if the Associate Teacher receives a score of “effective” or better.

34-8 Associate Teachers will be subject to contract non-renewal unless they obtain a mutual consent teaching position for the school year following their Associate Teaching year.

34-9 Associate Teachers who obtain a mutual-consent teaching position for the school year following their Associate Teaching year will be placed on the applicable step and lane on the salary schedule based on years of experience and education as outlined in the Parties’

collective bargaining agreement.

34-10 The Parties agree that there will be a cap of twenty-five Associate Teachers each school year throughout the district.

Article 35 - Educational Sign Language Interpreters

35-1 Except as expressly set forth in this article, the terms and conditions of the Collective Bargaining Agreement shall apply to Educational Sign Language Interpreters (ESLI).

35-2 **Work Year**. The contract year shall be 186 days. If an ESLI is required to extend their contract year and is continuing to do the work they performed during the contract year, they will be paid at their regular scheduled rate per day. Regular scheduled rate per day is the ESLI's salary divided by the number of days in the contract year.

35-3 **Tutoring.** Educational interpreters, due to their ability to communicate directly with deaf students in the students' primary language, may provide tutoring services when appropriate.

35-3-1 Tutoring services shall not replace regular classroom instruction or occur simultaneously with classroom interpretation duties.

35-3-2 The educational interpreter's role in tutoring shall be implementational only. Determinations regarding instructional materials, assignments, and learning objectives shall remain the responsibility of the classroom teacher and/or appropriate educational team members.

35-4 **Non-ESLI Duties**.

35-4-1 In each classroom, the teacher is responsible for establishing and enforcing behavioral procedures. The teacher will provide ESLIs with the ability to maintain neutral, professional boundaries by not requiring direct correction of students' behavior or provide physical support with toileting or diapering.

35-4-2 An ESLI's non-interpreting duty time will be used consistent with ESLI Handbook and for implementing the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Rehabilitation Act.

35-5 **Planning Time**. ESLIs shall receive a minimum of three hundred (300) uninterrupted, self-directed planning time per week, during student contact hours whenever possible. The ESLIs will work with their immediate supervisor to make arrangements which allow for the ESLI to take the full amount of self-directed planning time each week.

35-5-1 ESLIs who are directed to cover for another ESLI during self-directed planning time will be paid on a prorated basis at their normal hourly rate.

35-5-2 ESLIs that work in multiple buildings will not be expected to use their self-directed plan time or duty free lunch to drive to another DPS worksite. Drive time will be built into the schedule.

35-6 **Educational Interpreter Working Committee**.

35-6-1 ESLIs shall have an Educational Interpreter working committee, which shall make decisions using the process outlined in Article 5-5-2, with the exception that if consensus cannot be reached, the matter shall be referred to the Senior Manager of Special Services who shall consult with the Association prior to making a decision. The Educational Interpreter working committee will consist of the Low Incidence Disability Department Manager, at least one ESLI Team Lead, and at least two other ESLIs elected annually by a majority of the ESLIs voting by secret ballot.

35-6-2 The Educational Interpreter working committee will review and collaborate on the design of procedures, and processes,affecting the ESLIs, including:

1. Summer School/Evening School duties;
2. Teaming protocols;
3. Factors impacting workload calculations
4. Substitute requests;
5. The professional development plan within the contract year; e.g. use of “teal days” or equivalent;
6. Processes for hiring, assignment, transfer, and workload expectations, including basic job postings and detailed job descriptions
7. ESLI Handbook
8. Reduction in Force protocol/criteria and interview panel
9. Team lead professional development/mentoring
10. Other department-level protocols and procedures, including recommendations on resources and materials.
11. Interpreter schedules
12. Recommendation of ESLI services

35-6-3 The Educational Interpreter working committee will develop goals and other discussion topics yearly.

35-7 Personnel Committee.

35-7-1 ESLIs shall be hired by a personnel committee comprised of at least two ESLIs selected by a majority vote of the ESLI faculty, one ESLI Team Lead selected by a

majority vote of the ESLI faculty, and the Low Incidence Disability Manager or their designee.

35-7-2 The Personnel Committee shall operate all year, with the exception that outside of the work year the Low Incidence Disability Manager shall make a good faith effort to assemble as many of the Personnel Committee members or alternates as may be available.

35-7-3 The Personnel Committee will make decisions by consensus, if possible. If the Personnel Committee is unable to reach a decision by consensus, the Low Incidence Disability Manager or their designee will make a decision.

35-7-4 The decisions 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.

35-8 Reductions.

35-8-1 The interview panel will attempt to reach consensus on the candidate most suitable to be reduced. If the interview panel is unable to reach consensus, the department manager will decide which candidate(s) will be reduced.

35-8-2 The decisions or results of the interview panel shall not be grievable. The failure to comply with the procedure contained in this article is subject to grievance.

35-9 Facilities.

35-9-1 In addition to the provisions identified within Articles 15 and 16, and to the extent practicable, a school shall provide: (1) a workspace for ESLIs to collaborate as a building-level team, discuss confidential student information and to perform other work duties while not interpreting; (2) a space which may be locked to keep personal items provided that the District shall not be held to be the insurer of the ESLI's personal belongings stored in such space. Upon request, the school will provide a dedicated chair or stool for the ESLI in the classroom.

35-10 Contracts and Dismissal Procedures.

35-10-1 ESLIs will be deemed to be on annual contracts and any termination during those annual contracts shall only be for just cause.

35-10-2 After an ESLI has completed three years of satisfactory or effective performance, the ESLI shall be entitled to a hearing with an impartial hearing officer if they are recommended for dismissal, consistent with the procedures provided in Administrative Policy GDQD and GDQD-R.

35-11 ESLI Evaluation.

35-10-1 Consistent with Article 29-3, ESLIs will be evaluated annually under the SSP Growth and Performance System "SSP GPS."

Article 36 - Career and Technical Educators

Except as expressly set forth in this article, the terms and conditions of the Collective Bargaining Agreement shall apply to Career and Technical ProTech Instructors.

36-1 **Evaluation:** CTE Educators and CTE Lead Educators may serve on the LEAP Collaboration Committee in order to suggest and make changes to the LEAP system to better represent the duties of CTE Educators following the process outlined in Article 10 of the Agreement.

36-2 CTE Program Closures.

Closure of Existing CTE Programs. When the District intends to close an existing CTE program, the Director of Career and Technical Education shall meet with the Association prior to the decision to explore options and ensure all educators know and understand their rights as outlined in Article 13-9-8.

36-3 Professional Responsibilities.

CTE Educators shall be provided one (1) designated work day within the existing 186-day contract period for:

- Maintaining and updating equipment and facilities
- Program compliance requirements (Ve135)
- Career and Technical Student Organization (CTSO) management

36-4 **Dismissal**. CTE Educators will be on annual contracts and any termination during those annual contracts shall only be for just cause.

a. The procedures in Administrative Policy GDQD and its regulation GDQD-R shall apply to CTE Educators.

b. After a CTE Educator or Lead Educator has completed three years of satisfactory or effective performance, the Instructor shall be entitled to a hearing with an impartial hearing officer if they are recommended for dismissal, consistent with the procedures provided in Administrative Policy GDQD and GDQD-R.

Article 37 - Educators on Centrally Managed Teams

37-1 Educators on Centrally Managed Teams provide specialized services across one or multiple schools. These educators may be directly hired onto teams or assigned from a department.

37-2 Assessment Teams shall include educators who primarily administer, score, interpret, or manage district-wide assessments, testing programs, or evaluation systems.

37-3 **Float Teams.**

37-3-1 **Special Education Float Team.** The District may establish and maintain a Special Education float team as determined necessary by the Special Education Department Leadership Team with the specific purpose of covering vacancies and leaves to ensure compliance with IDEA. The Special Education Department Leadership Team~~s~~ will assess staffing needs and recommend float team establishment or alternative coverage solutions.

37-3-2 **Specialized Service Provider Float Teams.** Each SSP department may establish and maintain a float team as determined necessary by the respective Department Leadership Team with the purpose of covering vacancies and leaves for SSPs to ensure compliance with IDEA. Department Leadership Teams will assess staffing needs and recommend float team establishment or alternative coverage solutions.

37-3-3 **Early Childhood Education (ECE) Float Team.** The District may establish an ECE float team with the specific purpose of covering vacancies and leaves for ECE classroom educators when school teams cannot ensure adequate coverage within the allocated school budget and staffing, as determined by department leadership assessment. Principals will make every effort to support staff coverage using building coverage options for short term absences, while adhering to state law for required certification/licensure.

37-4 Peer Observers are educators on special assignment that support the evaluation system outlined in Article 10. Peer Observers shall hold a current CDE License.

Article 38 - Professional Compensation System for Educators (Beginning August 1, 2025)

38-1 **Salary Setting.** Base salary will be based on years of service ("steps") as well as education level, longevity, and advanced license/national board ("lanes"), consistent with the following Salary Schedule, which shall increase consistent with the parties' Financial Agreement:

	BA	BA 18	BA 36/MA	MA 18	MA 36	MA 54	Doctorate
1	57,666	60,149	63,245	66,619	69,996	73,370	76,744
2	58,979	62,207	65,302	68,757	72,132	75,509	79,212
3	60,897	64,265	67,359	70,894	74,270	77,644	81,680
4	62,820	66,322	69,417	73,032	76,406	79,781	84,149
5	64,743	68,379	71,474	75,170	78,545	81,921	86,615
6	66,663	70,438	73,532	77,304	80,681	84,057	89,083
7	68,586	72,497	75,591	79,446	82,822	86,195	91,550
8	70,505	74,552	77,648	81,584	84,958	88,333	94,017
9	72,428	76,610	79,707	83,719	87,095	90,468	96,484
10	74,349	78,667	81,762	85,856	89,233	92,609	98,954
11	76,271	80,726	83,819	87,995	91,369	94,746	101,418
12	78,192	82,783	85,880	90,132	93,509	96,884	103,888
13	80,114	84,842	87,936	92,270	95,646	99,020	106,356
14	82,035	86,899	89,993	94,409	97,783	101,160	108,820
15	83,957	88,957	92,051	96,549	99,923	103,298	111,290
16	85,880	91,018	94,111	98,683	102,060	105,434	113,755
17	87,801	93,073	96,167	100,823	104,196	107,573	116,224
18	89,721	95,131	98,224	102,960	106,334	109,711	118,693
19	91,643	97,190	100,283	105,096	108,473	111,847	121,159
20	93,564	99,248	102,340	107,235	110,611	113,987	124,233

38-1-1 The salary setting guidelines for all groups shall be reviewed annually with the Association.

38-1-2 For new employees, a maximum of ten years of experience will be credited.

New employees hired after August 1, 2019 to present into assignments identified as hard-to-fill by the Implementation Team will be credited a maximum of twelve (12) years of experience.

38-1-3 SSPs and Special Educators whose masters program requires less than fifty-four (54) credits will be placed in the MA lane. SSPs and Special Educators whose

Masters program requires fifty-four (54) or more credits will be placed in the MA+18 lane.

38-1-4 Beginning August 1, 2022, the District will use the ProComp Trust Fund balance to cover the transition costs for CTE Educators and ESLI educators will move to their new respective Salary Schedule. The funds for transition costs will ensure:

38-1-4-1 Current CTE Educators will be placed on the DCTA CTE Educators Salary Schedule which will reflect the DCTA Salary Schedule according to their current years of service, longevity, and the lane for which they are eligible.

38-1-4-1-1 All CTE Educators without a Bachelors degree, and that meet the Colorado Department of Education CTE Authorization instructor criteria will be placed on the BA/CDE Authorization lane on the salary schedule.

38-1-4-1-2 Experience Credit. CTE Educators hired after August 1, 2025 shall receive credit for all verified previous professional experience in their field in accordance with 38-1-1.

38-1-4-2 ESLI educators shall be placed on the DCTA ESLI Salary Schedule which will reflect the BA and BA+18 columns of the DCTA Salary Schedule. The ESLI Salary Schedule will have two lanes: BA and BA+36/Masters. ESLI educators will be placed on the new salary schedule consistent with their exact step on the former salary schedule.

38-1-4-2-1 ESLI educators hired on or after August 01, 2022 with five (5) or less years of experience will be placed on Step 1 of the new salary schedule. ESLI educators with six (6) to ten (10) years of experience will be placed on Step 2 of the new salary schedule.

38-2 Vertical Movement down the Salary Schedule.

38-2-1 Professional Evaluation Step. Effective August 1 of each year, an Educator is eligible to advance one step, consistent with the Salary Schedule, if they receive an approaching or better rating on their end-of-year evaluation rating in the previous year.

38-3 Horizontal Movement across the Salary Schedule.

38-3-1 **Longevity.** Ten years of service in the DCTA bargaining unit (i.e. classified as an Educator, TOSA, Peer Observer, JROTC, CTE, and ESLI) within the last fifteen years (“Longevity”) equals one lane change with a cap at Lane MA+54. If an Educator is in MA+54 or the Doctorate lane and not able to use the Longevity lane change, the Educator will receive a base increase of $2,000. Longevity can only be used for

lane movement or the $2,000 base increase once in a career. It is calculated as one lane movement to the right of the lane that corresponds to the educator's education/credit accrual.

Example: An Educator comes to DPS and is placed in the BA+36/MA lane because they have a Masters; they then get their National Board certification and move to the MA+18 lane (one lane to the right of her education/credit accrual level); then they earn Longevity and move to the MA+36 lane; then they earn 18 credits (PDU and/or post-college), they move to the MA+54 lane because their education level is MA+18 and they have two qualifying lane changes through the National Board and Longevity.

38-3-2 **Advanced License/National Board.** Obtaining an Advanced License or National Board Certification equals one lane change with a cap at Lane MA+54. If an Educator is in the MA+54 or Doctorate lanes, they will receive a base increase of $2,000. A lane change based on an Advanced License/National Board or the $2,000 base increase can only be earned once in a career. It is calculated as one lane movement to the right of the lane that corresponds to the educator's education/credit accrual. See example above in 30-3-1.

38-3-3 **Professional Development Units, Equity Experience Credit, ELA Credit, and University Credits.**

38-3-3-1 Credits for salary advancement may be obtained from:

- University credits, which must come from a regionally accredited university or college program earned post-BA in a birth through twenty-one (21) content or focus area. University credits must have been completed after the Educator's most recent and highest degree was conferred.
- Professional Development Units ("PDUs").
- District-sponsored PDUs provided by external providers.
- Continuing Education Units ("CEUs") approved by District in accordance with professional affiliations/associations for PDU credits. The Implementation Team will approve the guidelines for CEU-based PDU credits.
- Participants in required DPS ELA courses will earn DPS credit and/or graduate credit that can be used for lane movement. DPS credit (15 contact hours is the equivalent of 1 credit) is available for all ELA required classes; university credit (paid for by DPS) is available for certain courses. Participants cannot earn both DPS credit and university credit for the same class. Educators can begin acquiring DPS credit starting in the spring semester of the 2018-19 school year for ELA classes completed.

- Educators who complete required Modules 1 through 9 of the Equity Experience will earn the equivalent of two (2) credits towards lane movement.
- Salary advancement may consist of a combination of post-BA university credits as well as DPS credits. College or university credit must be from a DPS approved institution of higher learning and applicable to the employee's current or future teaching/role or related educational field.

38-3-3-2 Movement earned through credit (university or PDU) past the BA+36/MA lane requires a Masters. Movement into the Doctorate lane requires a Doctorate.

38-3-3-3 Professional Development Units.

38-3-3-3-1 A PDU is differentiated, action research learning with application to practice designed to support teachers and SSPs to improve or acquire skills focused on topics of student need, including closing the opportunity gap.

38-3-3-3-2 PDUs have three components – Study, Demonstration, and Reflection, with a course of study of at least 30 hours for two credits or 45 hours for three credits. The approved PDU proposal will document how the time will be allocated based on the PDU guidelines.

38-3-3-3-3 As documented in the approved PDU proposal, the 30 or 45 hours will include:

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

38-3-3-3-4 The author of the PDU proposal will determine and map out the allocation of the 30 or 45 hours.

38-3-3-3-5 Participants will not need to submit additional documentation of their hours of work; the approved PDU completion will be adequate to apply for the lane change.

38-3-3-3-6 As with a college course, participants will earn the three credits upon facilitator acknowledgment of completion.

38-3-3-3-7 Some courses of study might be offered for a PDU or university credit. In these cases, participants need to choose either the PDU or the university credit, not both.

38-3-3-3-8 Educators can complete up to six PDU credits per year.

38-3-3-3-9 All applications for PDUs must be submitted according to established guidelines. The Implementation Team will approve the guidelines by consensus.

38-3-3-3-10 PDUs will be approved and managed by a designated district leader on professional development.

38-3-3-3-11 Employees who are not eligible to move a lane receive a $1000 payment for every three (3) credit or $667 for every two (2) credit PDU earned (BA+36 without a Masters, MA+54, and Doctorate). Only employees who are not eligible to move a lane as of September 01, 2022 will be eligible to receive a $667 payment for completing the equivalent two (2) credit Equity Experience course. (BA+36 without a Masters, MA+54, and Doctorate) Employees that work less than full time will receive the full payment of a completed PDU.

38-3-3-3-12 Educators that design and facilitate a 3 credit PDU will be paid a flat $2,000 stipend per PDU or can receive a reduced stipend of $1,500 with a PDU credit option. Educators that facilitate a previously designed 3 credit PDU, or a PDU designed by another, will be paid a $1,500 stipend or can receive a reduced stipend of $1,000 with a PDU credit option.

38-3-3-3-13 Educators that design and facilitate a 2 credit PDU will be paid a $1500 stipend per PDU or can receive a reduced stipend of $1000 with a PDU credit option. Educators that facilitate a previously designed 2 credit PDU, or a PDU designed by another, will be paid a $1000 stipend or can receive a reduced stipend of $750 with a PDU credit option.

38-3-3-3-14 Educators that Lead or Design a PDU session can take a 1 credit PDU Design and Leadership Course (15 hrs)

38-3-3-3-15 Required professional development will follow this Agreement and is not eligible for PDUs, with the exception of district-required ELA courses discussed above.

38-3-4 It is the employee's responsibility to initiate a request for horizontal increases in salary due to additional hours of training credit. Credit submitted and resulting in horizontal movement will be effective no later than 30 days following

submission and approval of the official transcript.

38-4 Incentives:

38-4-1 **Distinguished Schools**

38-4-1-1 Each year, the bargaining unit members in up to ten (10) schools may receive the Distinguished Schools Incentive for their work around the whole child. Those schools shall be awarded this $750 non-base building incentive based upon a process created by the Implementation Team. The ten (10) schools must include a variety of student populations and regions from ECE-High school including Pathways schools. Schools are only able to receive the bonus once every three (3) years. The criteria will be defined by the Implementation Team no later than April 30 of each year for the next year's incentive.

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

1. Health Education
2. Physical Education and Physical Activity
3. Nutrition Environment and Services
4. Health Services
5. Counseling, Psychology, and Social Support Services
6. Social and Emotional School Climate
7. Physical Environment
8. Employee Wellness
9. Family Engagement
10. Community Involvement
11. Support for students in historically marginalized groups
12. Implementation of the Black Excellence Resolution
13. Implementation of the Know Justice Know Peace Resolution
14. Recruitment and Retention of BIPOC Educators
15. Latiné Student Success
16. Native American Culture & Education

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

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

c. The incentive shall be awarded in a lump sum no later than May

31 of each year.

38-4-2 **Hard-to-Fill Positions Incentive:** Educators working in assignments identified by the Implementation Team as hard-to-fill shall receive a non-base incentive of $2,000/year. This shall be paid out from September through June over 20 paychecks (twice a month for 10 months).

38-4-2-1 The Office of Talent (Human Resources) shall create and the Implementation Team will approve a set of data that includes data on educator supply and educator turnover for identifying hard-to-fill assignments.

38-4-2-2 The total number of assignments identified as hard-to-fill shall equal between thirty percent (30%) and thirty five percent (35%) of the total bargaining unit measured by the full-time equivalent.

38-4-2-3 DPS and DCTA agree that $3.5 million allocated to the Highest Priority School Incentive will be reallocated as follows:

- $715,000 will be reallocated to cover the total cost to increase the number of assignments identified as hard-to-fill from 30% to 35% (Art. 38-4-2-2-).
- $2,785,000 will be reallocated to the creation of the Special Education and SSP pool (Art. 8-7-**3**).

38-4-3 **Hard to Staff Schools Incentives:**

38-4-3-1 **Title I Incentive:** All Educators who work in a Title I school will receive $2,000/year in a non-base building incentive. This shall be paid out from September through June over 20 paychecks (twice a month for 10 months).

38-4-4 **Tuition Reimbursement:** Educators may receive reimbursement for up to a career maximum of $6,000 spent on repayment of student loans or reimbursement for the direct costs of their professional development related to assignment(s) for which they are or could become qualified. Educators shall be eligible for up to $1,000 in any school year. The Payroll Department will maintain guidelines for tuition reimbursement. The Implementation Team will review and approve any substantive changes to these guidelines. The Implementation Team has the authority to increase the career maximum amount if the budget of the Trust supports the expansion.

38-5 Governance, Oversight, and Evaluation of the Professional Compensation System for Educators.

38-5-1 The District and Association shall maintain a trust fund (hereafter referred to as “the Trust”) created by the passage of a mill levy override election and such other

monies as may be earmarked, including interest earned on the principal for the purpose of funding the Professional Compensation System for Educators. This Trust shall ensure the financial stability over time of the funds of the Trust and the enactment of the ballot language approved by the voters in the mill levy override election. The funds of the Trust shall be spent only on the Professional Compensation System for Educators and only in keeping with the terms and conditions of this Agreement, the Trust Agreement, and the ballot language approved by the voters in the mill levy override election. The ballot language is included as Appendix A of this Agreement.

38-5-1-1 The Trust Shall Be Governed by a Board of Directors. The Board of Directors of the Trust (hereafter referred to as the Trust Board) shall have the fiduciary responsibility to ensure the financial stability over time of the funds of the Trust and the enactment of the ballot language approved by the voters in the mill levy override election. The Trust Board also has the fiduciary responsibility to ensure that funds of the Trust shall be spent only on the Professional Compensation System for Educators and only in keeping with the terms and conditions of this Agreement and the ballot language approved by the voters in the mill levy override election of the Professional Compensation System for Educators. Should the Trust Board at any time determine that the funds have not been spent on the Professional Compensation System for Educators, or according to the terms and conditions of this Agreement or in a manner in keeping with the ballot language approved by the voters in the mill levy override election, then the Board has the duty to stop transmitting the funds of the Trust to the District.

38-5-1-2 **Composition.** The Trust Board shall be composed of three representatives appointed by the Association President, three representatives of the District, and two representatives of the community appointed by the agreement of the other six members of the Trust Board. The District's representatives to the Trust Board shall be three members of the administration appointed by the Superintendent. The community members appointed to the Trust Board shall have substantial professional qualification in financial matters. Members shall serve three-year terms. Terms shall overlap so that the terms of one Association representative and one District representative expire each year.

38-5-1-3 **Decision Making.** The Trust Board shall make decisions only when a majority of five or more members agree.

38-5-1-4 **Duties.** The Trust Board is assigned the following specific duties in fulfillment of their charge:

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

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

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

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

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

38-5-2 The Implementation Team

38-5-2-1 The District and Association recognize that it is the responsibility and duty of the District to administer all aspects of the compensation system. The purpose of the Implementation Team is to ensure that the administration of the compensation system is conducted according to this Agreement and to ensure that the Association is involved in and informed about the development, implementation and evaluation of the compensation terms in this Agreement.

38-5-2-2 Composition. The composition of The Implementation Team shall have an equal District and DCTA representation including at least one representative from the student services professions based on need.

38-5-2-3 Release time for members of the Implementation Team will be provided based on needs determined by the Implementation Team and available funding.

38-5-2-4 When making decisions, the Implementation Team shall make decisions by consensus.

38-6 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.

2025-2028 FINANCIAL AGREEMENT

2025-2026 Financial Agreement

1. Effective August 1, 2025, the District will apply a one-thousand-dollar ($1,000) cost-of-living adjustment (COLA) to each cell of the DCTA Educator Salary Schedule.

2. Effective August 1, 2025, all eligible educators will receive a step increase, and educators will be eligible to receive a lane increase.

3. The District agrees to make a one-time payment of one thousand dollars ($1,000). Five hundred dollars ($500) of the one-time payment will come from the ProComp Trust Fund Balance and five hundred ($500) from the district general fund.

   This payment shall be made only to educators who are actively employed for the 2025–2026 school year. This is a one-time, non-recurring payment that will be made no later than October 15, 2025 and shall not be added to base salary or considered part of ongoing compensation.

2026-2027 and 2027-2028 Financial Agreement

1. Effective August 1st of each respective year, the District will apply a one-thousand-dollar ($1,000) cost-of-living adjustment (COLA) to each cell of the DCTA Educator Salary Schedule.

2. Effective August 1st of each respective year, all eligible educators will receive a step increase, and educators will be eligible to receive a lane increase.

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

REFERRED ISSUE 3A

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

- TEACHING IN HARD-TO-STAFF SCHOOLS
- TEACHING IN HARD-TO-FILL POSITIONS SUCH AS MATH, SCIENCE AND SPECIAL EDUCATION
- INCREASING TEACHING KNOWLEDGE AND TEACHING SKILLS BY SUCCESSFULLY COMPLETING PROCOMP APPROVED ADVANCED DEGREES, PROFESSIONAL TEACHING STANDARDS LICENSES AND ADDITIONAL TRAINING TO IMPROVE CLASSROOM SKILLS
- POSITIVE EVALUATIONS OF TEACHING PERFORMANCE

- MEETING OR EXCEEDING OBJECTIVES FOR STUDENT LEARNING
- ACHIEVING DISTINGUISHED SCHOOL STATUS

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

DENVER PUBLIC SCHOOLS

AND

DENVER CLASSROOM TEACHERS ASSOCIATION

ADDITIONAL FUNDING THROUGH A LOCAL BALLOT MEASURE

This Memorandum of Understanding ("MOU") is made by and between the Denver Public Schools ("DPS") and the Denver Classroom Teachers Association ("DCTA"). In support thereof, DPS and DCTA (collectively, the "Parties") agree to the following:

1. WHEREAS,the Parties recognize that the opportunities to increase school funding are limited;
2. WHEREAS, the Parties recognize that DCTA educators serve a vital role in educating the students of DPS;
3. WHEREAS, the Parties have a shared history of working together to increase funding to the district;
4. THEREFORE, the parties agree that should DPS consider recommending that the Board of Education pursue a local ballot initiative during either of the 2025 or 2026 November elections to increase funding,
    a. The parties will engage in discussions on the potential use of the increased funding.
    b. If the parties agree on the potential use of increased funding, the parties will begin negotiations on an MOU regarding the use of the increased funding.

c. Should the parties agree to an MOU prior to DPS receiving additional funding through a local ballot initiative in either the 2025 or 2026 November elections, neither of the parties would be able to open the financial agreement, in the respective year of the local ballot initiative, in accordance with article 6-4-5 due to increased funding received from a local ballot initiative in either the 2025 or 2026 November election.