

Article 8 - Professional Standards

School Leadership Team. Each school ~~will~~ shall have a School Leadership Team as described in 5-4. The SLT will be responsible for making decisions as noted in Article 8.

Decisions may be made by the SLT to alter the length of the lunch period (Article 8-2) or Secondary Teaching Load (Article 8-5-1) only after conducting a confidential vote of the majority of the faculty. Changes will not be made to the length of the lunch period or secondary teaching load without a positive majority confidential vote of the faculty **affected by the proposed change. A good faith effort in identifying the pool of votes applicable for each vote shall be made by the District. If any teacher/SSP believes they should have the right to vote and are denied, the school administration shall meet with the Association President, or designee, to determine the official voting pool.** Information about such changes will be sent to the Instructional Issues Council for tracking purposes.

8-1 Contract year. The contract year shall be one hundred eighty-~~four~~ **six (184 186)** days. If a teacher is required to extend his/her contract year and is continuing to do the work he/she performed during the contract year, he or she shall be paid at their regular scheduled rate per day. Regular scheduled rate per day is the teacher's salary divided by the number of days in the contract year.

8-1-1 In addition to the one hundred eighty-~~four~~ **six (184 186)** days, newly hired teachers may be required to attend pre-session orientation meetings and shall be paid in accordance with Article 32. New teachers will be paid for orientation meetings on the next practical payday. Teachers hired after the orientation process will be afforded comparable training opportunities to that offered during orientation.

8-1-1-1 The Association shall be allotted thirty (30) minutes with all new bargaining unit employees, at any new employee orientation, without the presence of District Representatives, during which time, the Association President, or designee, may present a union orientation. Additionally, the District shall provide to the Association, at no cost, a table throughout the duration of orientation events. The District shall notify the Association of the date, time, and location of each new employee orientation at least five (5) days before the orientation is to take place. The District shall notify the Association of the date, time, and location of the major summer new employee event as soon as this information is tentatively determined by the District and will immediately notify the Association of any changes to the schedule or location.

8-1-2 The length of the contract year for teachers shall be one hundred eighty-four (184) days. Except as otherwise determined by the SLT, non student contact days shall include the equivalent of four and one half (4.5) full self-directed teacher planning days to be distributed in meaningful increments, and three (3) full professional

days to be directed by the principal and one parent conference day. If the District continues the benchmark assessment program, three (3) or more days shall be set aside to grade and analyze data from benchmarks and other related assessments. The SLT may determine when the days will be scheduled during the predetermined non-contact days.

~~Of the six (6) total planning days, two full days (one at the beginning of each semester) shall be entirely reserved for self-directed teacher planning~~ Beginning with the 2017-2018 school year, the 186th teacher work day shall be an additional planning day for teachers scheduled at the beginning of the school year.

- 8-1-2-1 The assessment day will be used to administer, grade and analyze data from benchmarks and other related assessments.
 - 8-1-2-2 Schools may modify the daily schedule on the parent/teacher conference days to meet the needs of the Community.
 - 8-1-2-3 The final scheduled day of the school year shall be no later than Memorial Day.
 - 8-1-2-4 The SLT shall determine one-week periods following each assessment in which no professional development, staff meetings, nor grade-level or department meetings shall occur. These one-week periods shall be solely used for grading of interim and benchmark assessments. Prior to grading the assessments, the school shall conduct calibration trainings to ensure reliability and fidelity of the grading process. Teachers shall not be expected to grade assessments outside of school hours and appropriate expectations of security and protection shall be used with these assessments. Teachers shall not be expected to give up their self-directed planning time to grade these assessments.
- 8-1-3 There is an expectation that teachers 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 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 content-matched,
 - e. teachers attending are paid in accordance with Article 32,

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

8-1-3-1 Teachers who cannot attend will need to discuss reasons with their administrator.

8-1-3-2 Schools may seek a waiver from this Agreement, as in Article 2-4-1, if the training cannot be scheduled during the week prior to or after the school year. In such cases attendance would be voluntary. Under no circumstances, will a waiver be granted if training is also being held before or after the school year, as in Article 8-1-3.

8-1-4 Evening Meetings. In addition to the 40 hour work week, each teacher may be required to attend three (3) evening events approved by the SLT per school year ~~as part of the contracted time~~. **Such required events shall be paid in accordance with Article 32.**

8-1-5 Special Conditions of Employment. Any special conditions regarding the assignment of any teacher will be reduced to writing and become an addendum to the individual's initial employment contract with the District. **Additional assignments shall only be given to an employee if the time demands associated with the proposed additional assignments will not require the teacher to extend beyond the forty-hour work week**

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

1. Lunch Periods. There shall be a minimum standard forty-five (45) minute daily lunch. Lunch shall be duty free.
2. ~~Operations and professional time up to one hundred twenty (120) minutes per week to include but not be limited to faculty meetings or school related committee meetings, grade level meetings, vertical teaming, department meetings, planning with a facilitator / instructional specialist, staff development or data analysis.~~

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

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

8-3 Planning Time. ~~Each teacher shall receive a minimum of forty (40) minutes of uninterrupted, self directed instructional planning time scheduled during the student school contact day. If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student school contact day.~~ **Each teacher shall**

receive a minimum of three-hundred-forty-five (345) minutes of self-directed planning time per week. Within the three-hundred-forty-five minutes per week, each teacher shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time per day scheduled during the student contact day. Neither the fifteen (15) minute period before the student contact day, the fifteen (15) minute period following the student contact day, nor passing periods shall be considered part of the three-hundred-forty-five minutes per week.

8-3-1 The District recognizes the importance of having time for instructional planning. when feasible and appropriate, schools may extend the amount of planning time available.

8-3-2 The parties recognize that in order to maximize student learning, educators need an opportunity to participate in meaningful, authentic, collaborative planning that enhances instruction and takes into account teachers' individual pedagogical needs.

8-3-4 The District and Association affirm that "self-directed planning" is time in which no teacher shall be required to perform any other duty normally required by the District.

8-4 Multi-School Assignments. When teachers are assigned to more than one (1) school site, the principals at the schools involved shall collaborate on the scheduling of the workdays for those personnel. These teachers shall be required to assume non-teaching duties only in their home school assignment. Every effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable.

8-4-1 When school schedules do not align, the administrators at the schools involved shall provide a written schedule to the teacher that outlines the teacher's forty-hour work week, individual and team planning times, professional development, and travel time. The teacher shall have the right to provide input on the specific times of this schedule.

8-5 Teaching Loads. The range of teaching loads, number of preparations and number of pupil contacts required should provide for effective instruction and meaningful teacher-student interaction.

8-5-1 Secondary Teaching Load. Unless altered by the 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 teaching period shall be considered to be forty-five (45) minutes. A teacher may request to teach a sixth period. Any teacher teaching more than five periods per day shall receive one and one-half (1.5) times their per diem rate as defined in Article 32, for each period above five.

8-5-1-1 The maximum class size in grades six (6) through twelve (12) shall not exceed ~~thirty-five (35)~~ **twenty (20)** students **under any circumstance**. In no case shall a teacher have a total greater than ~~175~~ **100** students per day unless an exception is provided for in Article 8-5-1-2.

8-5-1-1-1 Any class composed primarily of second language learners and/or students with disabilities and/or students covered by a 501 plan; and/or other high needs designation shall require lower appropriate class size.

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.

8-5-1-2 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). The criteria to be considered in deciding whether to increase the maximum class size limit must include safety of students and staff, adequacy of the facility and equipment, and the impact on the educational program in those classes. The 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.

8-5-2 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)~~ **twenty (20)** in primary elementary grades (K-3), the Board shall honor teachers' requests for qualified paraprofessional assistance according to the following schedule. ~~and in~~ **In** grades four (4) and five (5) **when class size exceeds** ~~twenty-seven (27)~~, **twenty-five (25)** 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)~~. **over twenty (20)**.

8-5-2-2 Two (2) hours of paraprofessional assistance per day for three (3) to five (5) students over ~~twenty-five (25)~~. **over twenty (20)**.

8-5-2-3 Three (3) hours of paraprofessional assistance per day for six (6) to seven (7) students over ~~twenty-five (25)~~. **over twenty (20)**.

8-5-2-4 For grades K-5, in no event shall classes exceed ~~thirty-five (35)~~ **thirty (30)** students, unless the only solution is transferring students to other schools.

8-5-2-4-1 Any class composed primarily of second language learners and/or students with disabilities and/or students covered by a 501 plan; and/or other high needs designation shall require lower appropriate class size.

8-5-3 Specialized Service Providers (SSPs). The District and the Association recognize the valuable contribution that specialized service providers bring to our schools and to improving student achievement. Therefore, the Board and the Association are committed to providing schools with both multidisciplinary teams and staffing ratios that lead the Denver metropolitan area. To meet this commitment, the parties agree that beginning with the 2003-2004 budget process, any increases in the “at-risk” funding component of the School Finance Act that are not earmarked by the State will be used to improve specialized services staffing ratios.

8-5-3-1 A portion of the 2016 Bond and Mill Levy funds shall be set aside annually for a pool of SSPs to support the deployment of Special Service Providers to support DPS’ Whole Child Initiative as outlined in Article 33.

8-5-3-2 Specialized Service Providers (SSPs) shall be hired, assigned and transferred according to written procedures made available to all employees. These procedures will outline the processes used during the staffing cycles, including the following:

Hiring

Reduction in Building/Department (RiB)

Placement/Reassignment

8-5-3-3 Probationary Period. SSPs will serve a three (3) year probationary period during which their employment may be terminated in accordance with board policy.

Those SSPs hired after October 1 who work **less** than 120 days of any year will not have that year count towards the 3 year probationary period. After the three (3) year probationary period, SSPs will be awarded continuing service status with the district. **Continuing service status shall be construed the same as non-probationary status for teachers and shall have the same rights and procedures of due process provided in the Agreement. Dismissal from employment shall only be for just cause.** ~~At that time, dismissal actions will be processed in accordance with Board of Education policy GDQD and GDQD-R. See <http://www.dpsk12.org/policies/> for more information.~~

8-5-3-4 Collaboration. Department Leadership Team. Each functional area within the Division of Student Services will have a Department Leadership Team (DLT). Functional areas are defined as : School Psychology, School Social Work, School Occupational Therapy/Physical Therapy, School Speech Language Pathology, Audiology, and School Nursing.

8-5-3-4-1 The DLT will be comprised of the functional director and/or manager/supervisor, an SSP appointed by the functional director/manager, and a minimum of three representatives elected annually by secret ballot vote of the SSPs in the functional areas. The DLT will seek to operate in an environment marked by mutual support and respect.

8-5-3-4-2 The role of the DLT will be to:

- Collaborate with Student Services leadership around identifying the best practices of service delivery for the respective functional areas.
- Review and collaborate with Student Services Leadership around the processes for hiring, assignment, transfer, and workload expectations including assignments less than five days.
 - The DLT for each functional area shall set caseload limits in accordance with caseloads proscribed by each areas national recommendations.
- Review and collaborate with Student Services Leadership regarding professional development plans for their respective functional area

8-5-3-1 Specialized Service Providers Caseload. SSP caseloads per functional unit shall be determined by the respective Department Leadership Teams (DLT) when the teams include the full complement of elected SSPs. In no case may caseloads be greater than those proscribed the relevant national organization. In support of the Whole Child initiatives, the District shall make every good faith effort to set lower caseload limits to ensure the needs of all students are being met.

8-5-4 Special Education Teachers

8-5-4-1 Caseload sizes for special educators shall not exceed fifteen (15) students classified with mild/moderate needs. Center Class placements shall not exceed twelve (12) students.

8-5-4-1-1 Special educators may agree to increase their caseload size above fifteen students, if such request is made and accepted in writing. This decision shall be based on the best interests of the students directly affected. Teachers shall receive additional compensation at their per diem rate of two days per student over the number stated in section 8-5-4-1 per semester.

8-5-4-1-2 When caseload sizes exceed the threshold for a half (0.5) time special educator (which shall be seven (7) students), the school shall budget for a full-time special educator.

8-5-4-2 Special Education Teachers shall be provided additional planning time of 40 minutes per day to be utilized solely for implementation of IEP support.

8-5-4-2 General Education Teachers who participate in IEP meetings outside their regular school day shall be provided flex time from other non-student teaching duties to account for this time.

8-5-4-3 Schools that provide inclusion support within the general education environment shall provide joint trainings for General Education and Special Education teachers. Teachers that are expected to co-teach classes shall be

provided weekly joint planning time within the forty (40) hour work week. Schools are required to plan for this time within their master schedule in order to promote equity for Special Education Students.

8-6 Department chairpersons in high schools shall be elected by the Department, subject to approval by the principal. Unless determined otherwise by the Collaborative School Committee (CSC), the term for department chairpersons shall be three (3) years. Department chairpersons shall not succeed themselves unless approved by the CSC.

8-6-1 Department chairpersons shall be provided time to fulfill the duties of that assignment as determined by the principal after consultation with the CSC.

8-7 Non-Teaching Duties. The District agrees to make every effort to reduce non-teaching duties that do not best use a teacher's presence and skills, through the use of teacher aides.

8-7-1 Assignment of teachers to non-teaching duties not done by aides will be rotated so that no teachers will have the same assignment for more than four (4) consecutive semesters, unless the teacher agrees to such assignment. Reassignment to such non-teaching duty can only be after an interim of at least two (2) consecutive semesters.

8-7-1-1 Non-teaching duty time shall not reduce planning time.

8-7-2 Special educators' and specialized service providers' non-teaching duty time will be used solely for implementing the Individuals with Disabilities Education Act (IDEA) mandates.

8-8 Lesson Plans. Teachers will maintain effective lesson plans related to the approved curriculum for use by the teacher in regular instruction and review by the administration, as well as specific, detailed lesson plans for use by substitute teachers.

8-8-1 ~~Teachers and administrators will discuss and agree upon the format of lesson plans.~~ As determined by the SLT, lesson plans may be submitted upon request. The SLT will determine by majority vote the format and frequency of submitted lesson plans. The SLT may not approve a lesson plan format that necessitates an undue amount of time to create or post such that the forty (40) hour work week is extended.

8-8-2 In accordance with the SLT plan, the administrator can ask for lesson plans to be turned in for the purpose of improving instruction and will provide constructive, specific, written feedback to the teacher submitting the plans within 48 hours of the submission.

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, including but not limited to coaching and professional

development. A teacher will only be responsible for lesson plans for the first five (5) days of any absence.

8-9 Classroom Interruptions. The District agrees that classroom interruptions diminish the time for instruction. The administrative staff and teachers shall make every effort to avoid unnecessary interruptions during instructional periods.

8-10 Class Coverage. It is an administrative responsibility to cover all scheduled classes.

8-10-1 During the first month of each school year, the 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. Individuals must possess the appropriate teaching credentials to be considered for class coverage. Such plan shall include the procedure for enabling teachers to invoke Article 32-6.

8-11 Emergency School Closings.

8-11-1 When weather conditions constitute a danger sufficient to require the closing of schools, the following procedure shall be followed:

- a. If the conditions exist prior to the normal school opening time, teachers shall be notified, as early as possible, by public media or direct contact and shall not be required to report to work.
- b. If the conditions require closing during the school day, teachers shall be dismissed as soon as possible after students are dismissed.

8-11-2 When weather conditions are such that schools will be open, but some professional staff or students are not able to attend because of the severity of conditions in their locale, the following procedure shall be followed:

- a. As soon as possible, teachers affected shall notify the principal of their inability to attend school that day.
- b. Professional staff who cannot attend school because of weather conditions or other emergencies will have deducted from their personal leave, if available, or sick leave if personal leave is not available, the day or days they were unable to attend their assignment. All teacher absences under this Article are subject to review by the school building level administrator.

8-12 Teacher-in-Charge. If a teacher is placed in charge of a building during the absence of the principal, and when the principal's absence will be one-half day or longer, the teacher will be relieved from either the office or classroom assignment.

8-13 Transportation of Students. Teachers shall not be required to transport pupils to activities, which take place away from the school building.