

**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, 2008 –  
August 31, 2011**

# AGREEMENT AND PARTNERSHIP

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City and County of Denver, State of Colorado

and

Denver Classroom Teachers Association

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## **STATEMENT OF BELIEFS**

The Board and the Association share the belief that providing a high quality education for the children of Denver is the paramount objective of the District. Both parties affirm that the educational program should be sensitive to the needs and aspirations of children, regardless of race, color, ethnic background, creed 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 the Denver Public Schools, the center of Community learning, is to guarantee that our children and youth acquire knowledge, skills, and values to become self-sufficient citizens by providing personalized learning experiences for all students in innovative partnerships with all segments of the Community. 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) is a professional organization of recognized educational leaders. We advocate for the rights and responsibilities of all educators, and for an ethical system of quality public education for all students.

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 Board and the Association. To this end, good-faith negotiations between the Board and the Association with a free and open exchange of views are desirable.

In negotiating this Agreement, the Board and the Association, with the concurrence of the Community, have three major goals for joint school reform efforts:

- 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 PARTNERSHIP**

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 teachers 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. Following is a systemic 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.

- Interest-Based Bargaining. Our use of Interest-Based 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. We recommend utilizing an Interest-Based approach for problem solving and decision making in all areas of the District.
- 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 Board 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 our 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 we all 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. Our 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 together.
- 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 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.
- 1-3 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.
- 1-4 The term "Association" as used in this Agreement shall mean the Denver Classroom Teachers Association.
- 1-5 The terms "School District," "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.
- 1-6 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.
- 1-7 The term "school year" as used in these Articles shall mean the officially adopted school calendar.
- 1-8 The term "principal" as used in these Articles shall include the head administrator of a school, as well as an administrative supervisor, where appropriate.
- 1-9 The term "school" as used in these Articles shall refer to each educational unit overseen by a principal or administrative supervisor.
- 1-10 The term "ProComp Agreement" as used in these Articles shall refer to the Professional Compensation System for Teachers Agreement as amended August 2008.
- 1-11 The term "Beacon School" will be used to describe a school where the teachers and principals have worked together to create a clear coherent instructional plan for their school approved by the Board of Education.

## **Article 2 - General**

- 2-1 The District and the Association agree to abide by and enforce the provisions of this Agreement in good faith.
- 2-2 The Board shall apply the provisions of this Agreement equally to all employees without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation,

marital status, age, and consistent with the provisions of the Americans with Disabilities Act, membership or official activities in any teacher organization or such other specified human or civil rights as may be protected by statute.

- 2-3 The District and the Association shall regularly conduct training with teachers and administrators to ensure the implementation and enforcement of the Agreement.
- 2-4 No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association.
  - 2-4-1 Unless otherwise provided in this Agreement, requests for waivers from this Agreement shall be made by the principal and the Association Representative to the Board of Education and the Association.
- 2-5 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of the Agreement or any application of this Agreement to any teacher covered hereby is found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.
- 2-6 In case of any direct conflict between the express provisions of this Agreement and any Board policy or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- 2-7 The parties recognize that the Board has the responsibility and authority to establish policies and regulations for the management of all the operations and activities of the District. All lawful rights and authority of the Board not modified by this Agreement are retained by the Board.
- 2-8 This Agreement constitutes District policy for the term of said Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
- 2-9 The Association shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, handicapping condition, membership in any teacher organization or such other specified human or civil rights as may be protected by statute.
- 2-10 Teachers have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education. Membership of a teacher in, or financial support for any organization, shall not be required as a condition of employment with the District.



### **Article 3 - Covered Employees and Recognition**

- 3-1 Employees covered by this Agreement include all teachers as defined in Article 1-2 and personnel who are employed half-time or more as nurses, social workers, therapists, psychologists, counselors, speech language instructors, educational audiologists and JROTC instructors, 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, 2008, and shall remain in full force and effect until August 31, 2011,
- 4-2 During the term of this Agreement, neither the Master Agreement nor the ProComp Agreement, may be reopened except by mutual consent of the parties, except that following April 1, 2009, upon completion of the Professional Practices Work Group, the District and the Association shall enter into negotiation to make any changes to the Agreement recommended by that body. 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.
- 4-3 After January 1, 2011, upon request by either party, the Board and the Association will negotiate as provided in Article 6. Such negotiations shall conclude no later than May 1, 2011, unless extended by mutual consent. If impasse is reached, the parties shall use the vehicle for resolution as provided under Article 6-11.
- 4-4 The Board and the Association shall mutually publish this Agreement and share the costs of providing all teachers and administrators with a copy. Teachers newly hired will receive a copy of the current Agreement upon hiring.

- 4-4-1 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, and phone number.

## **Article 5 - Student Achievement, Instruction and Educational Reform**

### **5-1 Guiding Principles.**

- 5-1-1 Implementation of the District's instructional program is complex and best accomplished when there is mutual respect among a school's administrators and teachers and a joint commitment to problem solving. Such an atmosphere in no way diminishes the authority of the principal or the professionalism of teachers.
- 5-1-2 The Board of Education is vested with the authority to establish the District's curriculum and instructional program.
- 5-1-3 For teachers, a variety of professional growth activities is most likely to improve instruction, including individual time for reflection, participation in grade level/subject area/vertical teams, whole school professional development, working with the literacy coach, and participation in professional learning communities. A staff development plan shall take into account the differentiated needs of teachers based on experience, education, and skills. A variety of activities developed in collaboration with teachers shall be included in the plan.
- 5-1-4 Teamwork among teachers and with the principals is an important component for improving achievement. Teachers shall have a significant role in identifying and developing the instructional program.
- 5-1-5 A positive school climate is also an important component of improving student achievement.

### **5-2 Instructional Issues Council.**

- 5-2-1 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 a teacher, appointed by the Association President, and a designee of the Superintendent.
- 5-2-2 Impact on Student Achievement and Teacher 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
- Teachers' time to teach and work week.

5-2-3 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. The facilitator and co-chairs shall focus on District-level issues and shall jointly develop the agenda.
- b. The co-chairs shall meet monthly with the Superintendent and Association President to report on the Council's activities and progress.
- c. The Council shall be composed of the Chief Academic Officer (CAO) and 12 other members, inclusive of the co-chairs: 6 teachers appointed by the Association President and 6 designees appointed by the Superintendent.
- d. The Council shall provide a joint report to the Board of Education and the DCTA Board of Directors at least annually.
- e. The Council shall meet a minimum of once a month, but may meet more often if mutually agreed upon.
- f. Participation on the Council shall be accommodated by a combination of release time, provided by the District, and voluntary time outside of the teacher work day.

5-3 Instructional Superintendent Advisory Committee.

5-3-1 Each Instructional Superintendent shall establish an Instructional Program Implementation Advisory Committee (the Advisory Committee), whose purpose shall be to provide a forum for administrators and teachers to address issues related to implementation of the District's instructional program at one or more schools. In addition, the Advisory Committee shall address implementation of best instructional practices at area schools, school climate, strategies for increasing enrollment, articulation among schools and professional development in the area. The Advisory Committee shall not address personnel issues.

5-3-2 The Advisory Committee shall be comprised of at least six (6) administrators and six (6) teachers. The Instructional Superintendent and Association President shall each appoint three (3) teachers and three (3) administrators. Any additional members will be chosen by mutual agreement. Other staff will be invited to attend meetings when appropriate.

- 5-3-3 The Advisory Committee shall meet at least quarterly. Minutes of the meeting shall be maintained, and information shall be disseminated to the Association, area staff and other interested parties.
- 5-3-4 Each Instructional Superintendent shall communicate with principals and teachers under his/her supervision about the Advisory Committee's purpose and a means by which issues can be communicated for the Advisory Committee's consideration.
- 5-3-5 Each Instructional Superintendent shall inform teachers in schools under his/her supervision that they may address personnel problems directly with the Instructional Superintendent.
- 5-3-6 Participation on the Council shall be a combination of release time, provided by the District, and voluntary time outside of the school day.

5-4 School Leadership Team.

Each school will have a School Leadership Team (SLT) consisting of the principal, the association representative, a teacher appointed by the principal, and a minimum of 3 teacher representatives who should represent a cross section of the faculty including grade levels, specials, department chairs and special service providers. These (SLT) members are elected annually by a majority of the faculty voting by secret ballot. The SLT will seek to operate in an environment marked by mutual support and respect.

The SLT will make decisions by consensus. A consensus is either a unanimous decision or a majority decision that the entire SLT, including the dissenters, will support. If consensus cannot be reached, the matter shall be referred to the Instructional Superintendent who shall consult with the Association prior to making a decision. The SLT will meet regularly. Their responsibilities shall include:

- a. Review data and collaborate in the development of the School Improvement Plans;
- b. Review and collaborate on the design of and schedule for the professional development plan within the 40 hour work week. The SLT shall take into consideration other professional development and teacher obligations in scheduling this time;
- c. Review and collaborate on the implementation of the District's instructional program as it specifically applies to classrooms and grades at the school including prioritizing and sequencing activities within the teacher work week;
- d. Collaborate to identify strategies for increasing enrollment at the school;
- e. Collaborate to develop communication strategies for regularly reporting student progress to parents;
- f. Collaborate to implement best instructional practices;
- g. Perform additional duties as outlined in Article 8.

5-5 Increasing Enrollment.

The Association and the District shall establish a task force comprised of principals, central staff, and teachers to develop recommendations for increasing student enrollment. The task force will examine issues such as student achievement, climate, culture, discipline and educational programs which affect student enrollment.

As of 8/08, work has been completed and workgroup shall reconvene as needed and agreed upon by both parties.

5-5-1 If an increase in enrollment above projections generates significant additional revenue, the parties shall agree to open interim negotiations for the purpose of increasing teacher allocations.

5-5-2 A high priority for the use of increased entitlement revenue shall be additional teacher allocations.

5-6 School Redesign and Restructuring. The Superintendent and the Association President shall meet annually by the end of October to identify schools that may be subject to Restructuring, Redesign, or Program Change and the timeline for decision making. Options to Restructuring or Redesign shall be discussed.

5-6-1 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.

5-6-2 The Restructuring of a school is the alteration of the governance structure of the school, as provided in the reauthorization of the Elementary and Secondary Education Act.

5-6-3 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 teaching positions at a school approved for a Program Change may be reposted with a new job description that reflects the new program requirements.

5-6-4 The treatment of personnel in schools subject to Redesign, Restructuring and Program Change is described in Article 13.

5-6-5 The Association and the District affirm that early intervention to improve achievement in a school that may be designated for Redesign or Restructuring is in the best interests of the school's students, teachers, parents, Community and the District. Early intervention is consistent with federal and state accountability system timelines.

- a. If a school receives an “unsatisfactory” State Accountability Rating (SAR), the Association and the District shall meet to consider whether or not a team should be constituted to review the school. If a review is warranted, the nature, extent of the review and composition of the team shall be identified.
- b. If a review by a team is warranted, at least one member of the team shall be a teacher appointed jointly by the Association President and the Superintendent.
- c. The extent to which the recommendations of the review team are implemented and their effectiveness shall be periodically reviewed.

During the second semester of the school year in which a Redesign or Restructuring has occurred, the Superintendent and the Association President shall review the culture, climate, student achievement and parent satisfaction of the redesigned school. The information gathered will be shared with the Board of Education and the Board of Directors and used to inform any future decisions about Redesign or Restructuring.

## **Article 6 - Negotiating Procedure**

- 6-1 Written requests for negotiations between the Board and the Association may be submitted on such matters concerning teachers' salaries, wages, hours and conditions of employment. All proposals relevant to these issues are subject to negotiation. Such requests will specify the subject matter to be considered.
- 6-2 A written response will be made within ten (10) school days of the receipt of any such written request.
- 6-3 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.
- 6-4 The Board and the Association agree to accept and consider recommendations from the Community when modifying this Agreement.
- 6-5 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.
- 6-6 During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.

- 6-7 As of the time they are made available to the Board, the Board will provide the Association with a Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting teachers' salaries, wages, hours and conditions of employment.
- 6-8 If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties with no loss of pay.
- 6-9 Either party may use the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 6-10 Tentative agreements reached as a result of such negotiations will be reduced to writing and will have conditional written approval of both parties pending final adoption of the District budget. After such adoption and approval, the final Agreement will be signed by the Board and Association and will become an addendum to this Agreement. If changes in this tentative Agreement are necessary as a result of a legal budget adoption process, the Agreement will be subject to negotiation.
- 6-11 Impasse Resolution/Mediation.
- 6-11-1 Either party may declare an impasse. Then a mediator shall be selected with the assistance of the American Arbitration Association, according to the procedure of Article 7-3-5-2.
- 6-11-2 Any mediation efforts must be concluded by August 31, and will be conducted under rules determined by the mediator.
- 6-11-3 If mediation is unsuccessful and if both parties agree, the mediator may issue a written report to the parties explaining the matters still at issue.
- 6-11-4 The parties agree to share the cost of mediation equally.
- 6-12 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. 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.
- 6-12-1 Such negotiations may be initiated by the Association with a request to the Superintendent or by the District with a request to the Association President. Following a discussion of the purpose of the requested negotiations, the Superintendent and Association President will decide if the matter will be addressed and what group of individuals will be given the responsibility for addressing the matter. There would be no commitment to a particular outcome. The matter could be referred to an existing body such as the Educational Initiatives Panel, the

Agreement Review Committee (ARC) or the Instructional Issues Council, or the Superintendent and Association President may agree to appoint a special committee to address the matter.

6-12-2 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.

6-12-3 If matters are related to the interpretation of the Agreement or matters on which the Agreement is silent, the results of work of the body to which the matter is referred will become a Memorandum of Agreement, 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.

6-12-4 Matters that change existing provisions of the Agreement will be referred to the membership of the Association and the Board for ratification.

## **Article 7 - Grievance Procedure**

### **7-1 Definitions.**

7-1-1 A "grievance" shall mean a written complaint by a teacher or teachers in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement.

7-1-2 Unless provided otherwise in this Agreement, all administrative procedures, practices and written personnel policies which affect teachers are grievable, but only those covered by this Agreement may go to Level Three, upon the request of the Association.

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 a teacher or teachers asserting a grievance.

7-2 Purpose. The purpose of this grievance procedure is to secure equitable solutions at the lowest possible administrative level to problems which 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 Board 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 Board 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 the appropriate level 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. No grievance shall 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.

7-3-1 Level One. A grievance first will be discussed with the aggrieved person's principal 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. No written documentation of the grievance or administrative response will be required if the grievance is settled at Level One.

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 on the proper form with the principal or supervisor within seven (7) school days. 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. The grievant will use the Grievance Disposition Form to file the grievance. The principal and the grievant shall sign the Grievance Disposition Form. The principal shall also have the opportunity to provide comment 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. The grievant shall send a copy of the Grievance Disposition Form to the Department of Human Resources and the Association. The Department of Human Resources will assign a tracking number to the grievance and distribute copies of the Grievance Disposition Form to the Instructional Superintendent and the UniServ Director. All known documentation related to the grievance must be provided prior to the Level Two meeting.

7-3-3 Level Two. The Human Resources Director or Instructional Superintendent will go to the school with the appropriate Association Representative and meet with the teacher and principal to attempt to facilitate a resolution. Such meeting will take place within seven (7) school days after receipt of the written grievance by the

Department of Human Resources. 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. If no resolution is reached, a District Representative will be responsible for providing a Level Two response on the merits of the grievance. The Level Two response will be forwarded to the DCTA for dissemination to the grievant. If the grievant is not satisfied with the response, the grievance response will be forwarded to the DCTA, Human Resources, Area Office and the principal. The Association's Grievance Board will decide if the matter will be continued to Level Three.

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.

7-3-5 Level Three. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the Department of Human Resources has conducted the Level Two meeting on the grievance, the aggrieved person may request that the Association submit the grievance to either arbitration or mediation. This request must be made within seven (7) school days of the Level Two disposition. If 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 request for mediation within seven (7) school days.

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 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 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- 7-3-5-5 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.
- 7-3-5-6 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.
- 7-3-5-7 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. No public release may be made until after the next legislative meeting of the Board.

- 7-3-5-8 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.
- 7-3-5-9 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.
- 7-3-5-10 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.
- 7-3-5-11 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 Teachers to Representation.

- 7-4-1 Neither the District nor any member of the Association shall take reprisals affecting the employment status of any teacher, any party in interest, any Association Representative or any other participant in the grievance procedure by reason of such participation.
- 7-4-2 All teachers 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 teacher may decline representation at Level One.
  - 7-4-2-1 No aggrieved teacher 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.

7-4-3 When Level Three hearings are held, all witnesses who are District employees shall be summoned by the Department of Human Resources. The Association and the District will mutually exchange written witness lists at least two (2) days in advance of the hearing.

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

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

7-5-2 All written and printed matter relating to grievances will be filed separately from the central office personnel files of the participants.

7-5-3 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 Department of Human Resources and the Association.

7-5-4 In conducting arbitration cases, the Board 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.

7-5-5 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 Department of Human Resources during the school day, the Department of 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 teachers' release for such hearing.

7-5-6 The Agreement Review Committee shall monitor the number and types of grievances and the length of time such grievances take to be resolved.

## Article 8 - Professional Standards

School Leadership Team. Each school will 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. 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 (184) 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 (184) 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.

8-1-2 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.

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.

8-1-3 There is an expectation that teachers will attend beyond the contract year for professional development determined by the principal 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,
- 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.

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.

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.
- 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.
- 8-5 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 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 8-5-1-2.
- 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.
- 8-5-1-2 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) in primary elementary grades (K-3), the Board 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.

8-5-3 Specialized Service Providers. 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.

8-6 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.

8-7-2 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.

8-8-2 The administrator can ask for lesson plans to be turned in for the purpose of improving instruction and will provide constructive 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. 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.

#### **Article 9 - Central Office Teacher Files**

All teacher 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, upon request, be available to the teacher for inspection in no more than seventy-two (72) hours. In cases where teachers express a pressing need to see their personnel file immediately, the District will make every effort to meet the teacher's request. At the teacher's request, anyone may be present in this review. If requested, teachers may be provided copies of material contained in their central office file without cost.
- 9-2 Material originating within the District and which is disciplinary in nature or negative in regard to a teacher's conduct, service, character or personality, shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material and to sign the copy to be filed. Such signature does not indicate agreement with the content of the material.
  - 9-2-1 If a teacher is exonerated with respect to any of the matters cited above or is exonerated following the completion of an investigation during which the teacher was placed on administrative leave with pay, all adverse entries in the teacher's central personnel file related to that incident or issue will be removed.
- 9-3 The teacher shall have the right to answer any material filed and have the answer reviewed by the Executive Director of Human Resources, 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 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 teacher, 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 interfere with the safety, physical, and moral well-being of children. 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 Department of Human Resources, which must be signed and dated by any person examining the file, except for central office personnel.
- 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 a teacher's employment status, promotion, demotion, or dismissal.

## **Article 10 - Performance Evaluations**

Performance Evaluations are used to:

1. Improve quality of instruction, achievement and services
2. Communicate the District's objectives and direct its work force
3. Measure professional growth and development of licensed personnel
4. Measure the implementation of program curriculum
5. Implement District and school goals in the classroom
6. Determine and document satisfactory or unsatisfactory performance
7. Measure the level of performance of all personnel covered by this Agreement
8. Provide the measurement of satisfactory performance for licensed personnel and serves to document an unsatisfactory performance.

10-1 Definition of Terms – as used only in this evaluation process, unless the context otherwise requires:

- 10-1-1 “Action Plan” is a component of the Comprehensive Performance Evaluation. The teacher completes the plan by specifying desired performance improvements and shares proposed activities for achieving those goals.
- 10-1-2 “Comprehensive Performance Rating” means the summative rating of the teacher's performance.

- 10-1-3 “Data Sources” means the evaluation data, documented on the summary of evidence form that the evaluator considers when writing the final evaluation report. There are four types of data sources: interview (i), records of teaching (r), observation (o), and written documentation (w).
- 10-1-4 “Days” means working school days.
- 10-1-5 Teacher means all personnel covered by the DCTA agreement.
- 10-1-6 “Evaluator” means school principal or administrative supervisor who is responsible for the evaluation. Principals are responsible for all evaluations in their building, but may designate other qualified administrators to assume evaluation responsibilities. Student Services Managers are responsible for evaluations of their personnel as determined by the District.
- 10-1-7 “Evaluation Data Review Conference” means a meeting between the teacher and the evaluator to discuss records of teaching or service and other data sources, Article 10-6-6.
- 10-1-8 “Notification” means the evaluator informs the teacher of being on evaluation that year, Article 10-6-1.
- 10-1-9 “Observation” is a work setting observation of a teacher’s performance, Article 10-5-3.
- 10-1-10 “Orientation or pre-evaluation conference” means an individual or group meeting to explain the evaluation process to the teacher(s), Article 10-6-2.
- 10-1-11 “Peer Assistant” is a teacher selected from a pool of qualified teachers who are trained to assist a teacher during a remediation plan, Article 10-7-2-1.
- 10-1-12 “Consultant” is a peer teacher (non-probationary), specialist, or supervisor who collaborates during the evaluation process to create a record of teaching or service, Article 10-5-2-1. Data gathered by consultant for the record of teaching or service shall not be or become part of the evaluation. Only what is submitted in the Consultation Request Documentation form will become a part of the evaluation.
- 10-1-13 “Consultation” is a record of teaching or service that is a teacher’s written reflections on the feedback provided by the consultant after an interview or observation, Article 10-5-2-1.
- 10-1-14 “Performance Criteria” are benchmarks on which performance standards are evaluated.
- 10-1-15 “Performance Indicators” are descriptions of performance for a criterion.

- 10-1-16 “Performance Standards” are those major concepts that define the areas to be evaluated.
- 10-1-17 “Pre-observation conference” means a conference between the teacher and evaluator held prior to a formal observation, Article 10-6-3.
- 10-1-18 “Post-evaluation conference” means a conference between the teacher and evaluator in which the final documented evaluation is discussed and presented to the teacher for signature. This may be combined with a post-observation conference.
- 10-1-19 “Post-observation conference” means the conference required between the teacher and evaluator following each formal observation to discuss what was observed and to make recommendations for improved performance, if appropriate. Article 10-6-5.
- 10-1-20 “Professional Development Plan” means a year-long plan for continued and sustained growth of a teacher who has successfully completed a remediation plan.
- 10-1-21 “Records of Teaching or Service” are data sources provided by the teacher to the evaluator. Article 10-5-2.
- 10-1-22 “Remediation Plan” is a plan jointly developed by the teacher and evaluator to correct deficiencies when the comprehensive performance evaluation is unsatisfactory, Article 10-7.
- 10-1-23 “Rubric” defines levels of performance for each standard and provides a tool for assessing the quality of performance. There are four levels that define the level of performance on the performance standards: “Exceeding,” “Meeting,” “Developing,” “Not meeting”
- 10-1-24 “Satisfactory Performance” means that a teacher has received a satisfactory comprehensive performance rating. Article 10-6-7.
- 10-1-25 “Summary of Evidence” means the documentation by the evaluator of each data source used in the evaluation.
- 10-1-26 “Unsatisfactory performance” means that a teacher has received an unsatisfactory comprehensive performance rating. Upon receiving an Unsatisfactory performance rating a teacher is on a remediation plan. Article 10-6-7.
- 10-1-27 “Year” means the school year.

- 10-2 Types of Evaluations. The school district has 3 (three) types of evaluation:
- 10-2-1 Probationary Evaluation. Probationary evaluations are conducted on an annual basis during the teacher's probationary employment. Probationary teachers are those contract teachers who hold a valid Colorado teacher license and are in the first three years of teaching or service with the district. Teachers with authorizations or emergency licenses shall follow the probationary evaluation process and shall not be considered probationary until such time as they hold a Colorado professional teaching license. Probationary teachers receive a minimum of two documented observations. At least one of the observations is formal.
  - 10-2-2 Non-Probationary Evaluation. Non-probationary evaluations are conducted once every three years for teachers who have successfully completed their probationary period. Non-probationary teachers receive a minimum of one documented observation. At least one of the observations is formal.
  - 10-2-3 Special Evaluation. Special evaluations are conducted when a supervisor determines that a teacher requires assistance in a non-evaluation year. Managers can recommend to an evaluator that a Student Services Professional be put on special evaluation.
- 10-3 Timeline for conducting professional evaluation. Probationary teachers are evaluated yearly while designated as probationary and in the first year of non-probationary status. Thereafter, evaluations are to be conducted every three years. The exception to this is special evaluation, see article 10-8.
- 10-3-1 Compensation as it relates to evaluation, Article 31-11 and ProComp Agreement, Articles 7.4.3 and 7.4.4
- 10-4 Evaluators. The school principal is responsible for all evaluations in the school building and to use of the appropriate standards/criteria/rubric and form. When a teacher is assigned to more than one building, the home school principal must coordinate the evaluation with the appropriate principals or qualified managers. As necessary, the principal will identify a designated evaluator for each teacher, as well as other administrators who may be asked to conduct classroom observations. Designated evaluators work at the direction of the principal and they are responsible to the principal. Student Services Personnel are responsible for evaluations of their personnel as determined by the district, using the appropriate evaluation tool.
- 10-4-1 To the extent required by state law, evaluators must hold a state principal/administrator license, be trained in evaluation skills that will enable him or her to make a fair, professional, and credible evaluation of the personnel whom he or she is responsible for evaluating.

## 10-5 Types of Data Sources

10-5-1 Documentation. Collection of data through a variety of sources is an important part of the evaluation process. The data below can be used for evaluation if it is stated in writing and shared with the teacher during the process. All data used for the evaluation is to be listed on Summary of Evidence Journal and should include the type of data, date, time, place/class, subject and performance standard. The evaluator may conduct as many data collection activities as are necessary to ensure appropriate instructional supervision. The legal rights of the teacher shall be preserved. The evaluation and all documentation used in the evaluation shall be confidential and available only to the teacher, evaluator, and other persons identified by statute. No evaluation information shall be gathered by electronic devices without the consent of the teacher. No informality in any evaluation or in the manner of making or documenting any evaluation shall invalidate such evaluation.

There are four categories, or “types” of data: Interview (I), Records of Teaching or Service (R), Observation (O), and Written Communication (W).

10-5-2 Records of Teaching or Service (R). Five records of teaching or service are submitted by the teacher and discussed at the Evaluation Data Review conference. For each of the five performance standards a Record of Teaching coversheet is to be attached to a record and a brief description of the record is given in the teacher’s own words. A single Record of Teaching may document performance for no more than two of the performance standards.

10-5-2-1 Consultation may be used as a record of teaching/service.

10-5-2-2 Student Growth Objectives. The evaluator shall not use the outcome of a teacher’s student growth objectives as a data source.

10-5-3 Observations (O). Observations of the teacher shall be conducted openly and with full knowledge of the teacher. Documentation of an observation shall include date, time, and notes made during the observation and shall be shared with the teacher. The district has two types of observations:

10-5-3-1 A formal observation is scheduled in advance, is recommended to be at least twenty (20) minutes in length and includes a pre-observation conference and a post-observation conference. One formal observation is required for a teacher on evaluation.

10-5-3-2 Informal observation does not include the requirements of the formal observation and may occur at any time.

10-5-3-3 Observation Guidelines



- a. An evaluator may choose to conduct more observations to gather sufficient data for final evaluation for any teacher.
- b. Informal observations are conducted yearly in non-evaluation years for non-probationary teachers by state statute.
- c. When a teacher is on an evaluation, the evaluator documents the dates of all observations on the Summary of Evidence Journal.
- d. Probationary teachers must have two observations annually by state statute and one of these may be informal.
- e. Learning Walks are not a type of observation to be used for teacher evaluations.

10-5-4 Interview data (I) are notes from a formal evaluation meeting or conference between the teacher and evaluator that could be used as a data source.

10-5-5 Written Communication (W) is data submitted and signed. Examples of this type of data could be letters from parents, a completed professional evaluation organizer form from teacher, or a letter of distinction. The evaluation of a teacher may also include any peer, parent, or student input obtained from standardized surveys.

10-6 Sequence of the evaluation.

10-6-1 Notification. A teacher shall be informed that he/she is on evaluation.

10-6-2 Orientation. A teacher shall be informed in advance about the purpose and nature of the evaluation process, the elements of the evaluation, the procedure for conducting the evaluation and the responsibilities of the individuals involved. An individual or group meeting should be devoted to explaining the evaluation process. A teacher who is not assigned to a home school will attend a departmental meeting devoted to explaining the evaluation process. This meeting should be held within the first 60 days of the teachers' school year. The evaluator will review the evaluation process, with the teacher(s) and will provide a copy of the Comprehensive Professional Evaluation form and the standards, criteria and the rubrics to be used. If teachers are hired after the evaluation orientation, the evaluator shall provide them with a similar introduction regarding the process. The evaluator will document the date of the orientation meeting on the Summary of Evidence portion of the Comprehensive Professional Evaluation form.

10-6-3 Pre-Observation Conference is the conference between the teacher and the evaluator or designee held prior to a formal observation. If the teacher or evaluator would like consultation as a record of teaching/service, it should be agreed upon at this meeting. The teacher and evaluator will discuss which performance standards and criteria will be evident during the lesson(s) or activities to be observed. The date of the pre-observation conference is to be documented on the Summary of Evidence portion of the Comprehensive Professional Evaluation form.

10-6-4 Observations: Refer to 10-5-3 for observation guidelines and definitions. All observations shall be documented on the Summary of Evidence Journal.

10-6-5 Post-Observation Conference is a meeting where the teacher and evaluator review and discuss the evaluator's observation data. The evaluator's notes are shared with the teacher, who may request copies of these notes. The evaluator may make suggestions for growth and may choose to make more observations, although a second observation is only required for probationary teachers. The date of the post-observation conference is to be documented on the Summary of Evidence Journal.

10-6-6 Evaluation Data Review Conference is the conference, prior to the completion of the evaluation, between the teacher and evaluator to discuss observation(s), records of teaching and other data sources.

10-6-6-1 Outcomes of the Evaluation Data Review Conference. Possible outcomes:

- a. The required documentation for the evaluation is gathered .If the teacher is non-probationary and the documentation has been gathered and entered on the Summary of Evidence Journal this conference may be combined with the Post Evaluation Conference.
- b. There is a need for more data collection and the evaluation process continues. (Required for all probationary teachers.)
- c. The documentation shows performance deficiencies leading to an unsatisfactory comprehensive performance rating. The evaluator informs the teacher of the possibility of a remediation plan to correct said deficiencies, Article 10-7.

10-6-7 Comprehensive Performance Rating. All evaluations shall be conducted in compliance with state statute, state regulations and this agreement. Evaluations shall be completed by the date set annually by the District. The Comprehensive Performance Rating occurs when the evaluator completes the Comprehensive Professional Evaluation form including documented data sources used to render summary ratings in each performance standard and hence a Comprehensive Performance Rating of "Satisfactory" or "Unsatisfactory." A teacher receives an "Unsatisfactory" comprehensive performance rating when one or more of the standards are rated "not meeting" or a total of five or more criteria (across all the standards) are rated "not meeting". All other combinations result in a teacher receiving a "Satisfactory" comprehensive performance rating. At this time, the evaluator completes and presents the following forms to the teacher.

10-6-7-1 Summary of Evidence Journal The teacher and evaluator provide the data sources, including Records of Teaching or Service, documented by the evaluator on the Summary of Evidence Journal, contained in the Comprehensive Professional Evaluation form. At a minimum,

each will provide data sources that address all 5 (five) standards. The teacher provides 5 (five) records of teaching, Article 10-5-2. The evaluator provides additional data sources that address all 5 (five) standards. A single data source may be used to document the performance for more than one standard.

10-6-7-2 Comprehensive Professional Evaluation form is completed by the evaluator using the Standards/Criteria/Rubrics/Indicators document. The identification of strengths and weakness are required by state statute.

10-6-8 Completion of the Comprehensive Professional Evaluation. The evaluator provides the teacher a minimum of 24 hours to review the Comprehensive Professional Evaluation form before the meeting to complete the evaluation takes place.

10-6-8-1 The teacher must provide

- a. Strengths and areas for improvement.
- b. An Action Plan developed by the teacher that includes the learning opportunities that the teacher will undertake following his/her professional evaluation.

10-6-8-2 The evaluator will complete the Summary of Evidence Journal, Article 10-6-7-1. The evaluator shall sign the written evaluation and discuss it with the teacher during the post-evaluation conference. The teacher shall sign the completed form and will receive a copy of it. Such signature will not be construed to indicate agreement with the information or the conclusions in the final written evaluation. The teacher shall be given an opportunity to attach any written explanation or other relevant documentation that the teacher deems necessary. The final written report will be sent to the appropriate instructional superintendent for review and signature.

## 10-7 Remediation

10-7-1 Preparing for Remediation. A teacher whose comprehensive performance rating is unsatisfactory shall be given a copy of the Comprehensive Professional Evaluation form that includes the deficiencies that led to the unsatisfactory performance rating. When the teacher is under the supervision of a manager and/or other principals, the evaluator will work collaboratively with them to develop the remediation plan. A remediation plan to correct said deficiencies shall be jointly developed by the primary evaluator and the teacher.

The Remediation Plan shall:

- a. Address no more than three identified criteria as deficiencies.
- b. Include indicators with measurable outcomes.

- c. Include a reasonable period of time of not less than thirty (30) school days and no more than ninety (90) school days will be given to remedy the deficiencies. The Remediation Plan begins when the peer assistant(s) have the first meeting with the teacher or when the teacher signs the form to deny peer assistance.
- d. Identify the resources and assistance that are available to remedy the deficiency.
- e. Be sent to the appropriate Instructional Superintendent and Human Resource personnel who may recommend changes to the teacher and the evaluator.

## 10-7-2 Conducting a Remediation Plan

10-7-2-1 Peer Assistance. Peer assistance will be part of the remediation plan unless the teacher declines in writing to the evaluator. The principal must file a peer assistance request/denial form with the Department of Human Resources. Not more than three teachers who are specifically trained to provide assistance shall provide peer assistance. Data gathered by the peer assistant(s) shall not be or become part of the evaluation. Peer assistant(s) will provide progress reports and recommendations to the teacher within ten (10) days of the initial meeting and will share recommended strategies with the evaluator(s). Stipend amounts for peer assistants are found in Article 32-2.

10-7-2-2 Data Collection. During the implementation of the plan, the evaluator shall continue to conduct observation(s) and conference(s). If the remediation plan was successfully completed, a revised comprehensive performance rating will be given to the teacher. The evaluator will revise the comprehensive performance rating by:

- a. Completing a new Summary of Evidence Journal with at least two data sources for each criterion identified in the remediation plan.
- b. Updating the final performance rating of the identified criterion(ia). New ratings for the performance standards and rubrics will need to be completed for the standards affected by the deficiencies.

10-7-3 Outcomes of a Remediation Plan. The evaluator will sign the comprehensive performance rating at the end of the remediation period.

Possible outcomes:

10-7-3-1 The teacher is no longer rated unsatisfactory on the Comprehensive Performance Rating. The evaluator(s) will write a development plan for the teacher. Article 10-7-6.

- 10-7-3-2 Progress has been made but the evaluator still rates the teacher's performance as unsatisfactory but the evaluator may continue remediation plan for an additional specified period, not to exceed a total of 90 school days for the remediation plan. After the additional time, it will be determined whether the remediation was successfully completed, or not, and the teacher will be told of the outcome of the remediation as identified in 10-7-4 or 10-7-5. If successful, a new updated comprehensive performance will be completed.
- 10-7-3-3 The teacher has made insufficient progress and is rated unsatisfactory. In this case, the procedures referred to in Articles 10-7-4 or 10-7-5 will be followed.
- 10-7-3-4 Transfers. Once a remediation plan is implemented, the teacher may be transferred only with the written consent of the evaluator, the teacher, the principal of the school to which transfer is sought, and the appropriate instructional superintendent(s).
- 10-7-3-5 Extended Leave. If the teacher goes on an extended leave during the remediation period, the remediation days completed prior to leave will be counted, and the plan will continue upon the return of the teacher to active service.
- 10-7-4 Non-Probationary Teacher. If the final documented evaluation report indicates that the teacher is still performing unsatisfactorily, the principal shall make a recommendation of dismissal for unsatisfactory performance to the appropriate Instructional Superintendent.
- 10-7-5 Probationary Teachers. This performance evaluation process is not intended to limit the authority of the Board to non-renew the contract of any probationary teacher. A Remediation Plan shall not be a prerequisite for non-renewal. Following the completion of the final written evaluation report, a recommendation by the principal for the renewal or non-renewal of the contract of a probationary teacher shall be made to the appropriate Instructional Superintendent. The Instructional Superintendent will review the recommendation and notify the teacher in writing denying or confirming the recommendation and stating that it will be sent to the Board for action.
- 10-7-6 Professional Development Plan. The plan provides a design for continued and sustained growth of a teacher who has successfully completed a remediation plan. It is to occur over the course of one calendar year and will begin immediately upon completion of the remediation. The performance standard and criterion from the remediation plan to be addressed in the professional development plan is assigned by the evaluator/manager and the principal, if not one and the same. The plan is to be written collaboratively with the teacher and requires the teacher to complete the

study, demonstration, and reflection portions of a professional development unit (PDU). The evaluator/manager and the principal will also gather and document artifacts and data sources, including observed demonstration and conferences.

During the year of the professional development plan the teacher who is enrolled in ProComp may submit a PDU for salary increment. Once the plan is completed, the teacher may submit completed PDUs and may use the professional development plan to fulfill some of the requirements of a PDU.

- 10-8 Special Evaluation. When an evaluator determines, based on evidence from multiple classroom observations that assistance is needed during a non-evaluation year, a special evaluation shall be initiated. At this time the Human Resources Department should be notified by the evaluator.
- 10-8-1 Initiate Special Evaluation. To initiate a special evaluation, the evaluator shall conduct a formal observation with pre- and post-observation conference; the evaluator shall indicate the performance concerns. A second observation shall be conducted.
- 10-8-2 Records of Teaching/Service. For the purpose of completing the special evaluation, teachers will need to submit records of teaching to the evaluator within ten (10) days of the evaluator requesting them.
- 10-8-3 Completion of Professional Evaluation. Following the second observation and the gathering of records of teaching, the Comprehensive Professional Evaluation will be completed including a comprehensive performance rating, and shall be discussed with the teacher within ten (10) days.
- 10-8-4 Unsatisfactory Comprehensive Performance Rating. If the comprehensive performance rating indicates unsatisfactory performance, the evaluator shall initiate a Remediation Plan, 10-7-2.
- 10-9 Advisory District Personnel Performance Evaluation Council. Evaluation procedures to be used in the District shall be developed by the Advisory District Personnel Performance Evaluation Council (1338 Committee) subject to approval by the Board.
- 10-9-1 The procedures shall be published and available for review by all teachers and a copy given to each teacher prior to any scheduled evaluations.
- 10-9-2 Teacher representatives on the 1338 Committee, which the Board is required to appoint under provision of C.R.S. 22-9-107, shall be nominated by the Association.
- 10-9-3 The 1338 Committee will convene a minimum of twice annually, once a semester to review and update evaluation forms, handbook and training programs for the teachers. They will recommend to the District and Association contract language no later than nine months prior to the expiration of this Agreement for implementation beginning in the first year of the successor to this Agreement.

10-9-4 The 1338 analysis and report will be shared with the Human Resources, DCTA board and ProComp Program Evaluation Work Group.

## **Article 11 - Complaints Against Teachers/Administrative Leave/Corrective Action**

- 11-1 Complaints Against Teachers. When a person makes a written or verbal complaint against a teacher, the principal or designee shall promptly notify the teacher of the complaint, the identity of the complainant, and the teacher shall be given the opportunity to respond. The principal or designee shall investigate the complaint and attempt to resolve the complaint informally if appropriate.
- 11-1-1 If appropriate, the principal or designee shall arrange a meeting with the complainant, the teacher and the principal or designee in an attempt to resolve the situation.
- 11-1-2 If any record of the complaint, or its formal or informal resolution, is placed in the teacher's files, the teacher shall have the right to file a written response within twenty (20) school days.
- 11-2 Administrative Leave. If a principal decides to place a teacher on administrative leave for the purpose of further investigation, the principal or designee shall meet with the teacher to give specific allegation(s) and the basic reason why the administrative leave for investigation is necessary, when possible.
- 11-2-1 The meeting shall take place at the end of the school day or whenever it is appropriate.
- 11-2-2 The principal shall provide the teacher a copy of the administrative leave checklist and review it with the teacher. The teacher shall sign the form only as acknowledgement of receipt and be given a copy of it for informational reference.
- 11-2-3 At the teacher's request a meeting will be held within three (3) school days. The purpose of the meeting is to give the teacher an opportunity to respond. The teacher may have Association representation at the meeting.
- 11-2-4 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 teacher and the Association will be notified by phone calls from the Department of Human Resources or designee the reasons for the extension and the expected date of completion of the investigation and/or leave.
- 11-2-5 During the investigation, the teacher placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.

11-2-6 Following the completion of the investigation, the principal or designee shall meet with the teacher to share the results of the investigation and to give the teacher an opportunity to respond. The teacher may have Association representation at the meeting. The principal or designee shall determine appropriate resolution of the matter.

11-2-7 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 a teacher's personnel file.

11-2-8 The Agreement Review Committee (ARC) will review on an annual basis administrative leaves for the prior year to ensure that the above procedures have been implemented appropriately.

11-3 Corrective Action. Before taking a corrective action against a teacher, the principal shall investigate the situation, meet with the teacher and give the teacher an opportunity to respond.

11-3-1 If a principal or designee determines it may be necessary to take a corrective action, the principal shall inform the teacher of his/her intent to consider potential corrective action measures and allow the teacher the opportunity to have either another teacher or representation from the Association present at this meeting.

11-3-2 The principal or designee shall follow the procedures established in the District document "Basic Fairness and Due Process, A Guide for Corrective Discipline."

11-3-3 Neither a letter of warning nor a letter of reprimand shall be issued, nor shall a teacher 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 pupil and teacher will have access to them.

12-1-1 Prior to final preparation of budgets for materials and supplies, the CSC, in consultation with the teachers 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 multi-ethnic 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.

### **Article 13 - Assignments, Schedules and Transfer**

- 13-1 General Principles. Teacher assignments, schedules and transfers will be made in the best interest of the educational program for the students and consistent with teacher preparation, certification, licensure and experience. Every effort will be made to identify the District educational strategies, programs and leadership in a timely manner to maximize site-based planning, teacher selection, assignments and transfers.
- 13-2 Qualifications/Eligibility. In order to be considered for a position, a teacher must meet accreditation standards of the Colorado Department of Education and the North Central Association, where applicable, and must meet all posted requirements for the position including the requirements set forth by the No Child Left Behind Act.
- 13-3 Teachers shall be notified of their tentative program, schedule, or grade level assignment for the ensuing semester or year as applicable, as soon as possible following preparation of the master schedule. In addition, they will be notified of changes in their tentative program, schedule, or grade level assignment, if any.
- 13-4 Teacher scheduling shall be made without regard to race, creed, color, sexual orientation, national origin, gender, marital status, age, and consistent with the provisions of the Americans with Disabilities Act, membership in any teacher organization or such other specified human or civil rights as may be protected by statute.
- 13-5 School schedules for each teacher normally will include a variety of assignments. The District and the Association recognize that students who are not achieving to the level of ability need the expertise of experienced teachers as much as do students with high achievement levels.
- 13-6 Once a Remediation Plan is implemented, the teacher may be transferred only with written consent of the evaluator, the teacher, and the principal of the school to which transfer is sought.
- 13-7 Timelines. The Human Resources Department shall determine the start date of the open market staffing cycle as early as practicable after schools have submitted their staffing vacancies and needs. The timeline for the key dates and activities listed below will be communicated to the Association no later than January 31. Unless there is a fiscal or enrollment exigency, the key dates and activities cited below will be completed by the end of the traditional calendar year.

Key dates and activities:

- Teachers verify consideration group. (Article 13-10)
- District notifies the Association of shortage areas, with an opportunity for discussion with the District.
- Teacher requests for Intent to Vacate, Early Retirement Incentive, move to part-time/job share, Extended Leave of Absence, and Return from Leave notice submitted. (Articles 13-10, 22, 25, 31-16; Appendix B)
- Recommendation for non-renewal of probationary teachers.
- In-Building Bidding and Reduction in Building Staff interviews conducted by Personnel Committees. (Articles 13-10,13-15)
- Schools report vacancies. (Article 13-17) Vacancies are posted.
- Teachers apply to transfer for vacancies. (Article 13-18)
- Schools review qualified applicants' applications and resumes, schedule interviews, extend offers. Schools notify unsuccessful transfer applicants. (Articles 13-19, 13-20)
- Assignment of unassigned non-probationary teachers. (Article 13-19-4)
- End of open market staffing cycle.

13-8 Personnel Committee.

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

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

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

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

13-8-4-1 A consensus decision is either unanimous or a majority decision that the entire Committee (including the dissenters) will support.

13-8-4-2 The District in collaboration with the Association will establish and provide resources for training and effective functioning of the Personnel Committee.

13-8-5 The decision or results of the Personnel Committee shall not be grievable. The failure to comply with the procedure contained in this Article is subject to grievance.

13-8-6 In determining the most suitable candidate for a vacant position or reducing a member of the staff, the Personnel Committee shall consider the following criteria:

- instructional practices,
- classroom management,
- appropriateness of academic preparation,
- teaching experience in the subject areas of the assignment and/or grade level,
- participation in school activities beyond the classroom,
- appraisals and relevant information in the central personnel file,
- other criteria specific to the position as stated in the job posting,
- building level interview,
- references.

13-8-7 The Personnel Committee shall operate during the school year. During the assignment of unassigned non-probationary teachers, the principal will communicate with the Personnel Committee without the necessity of an interview process. Outside of the school year the principal may fill positions without the requirement of consultation with the Personnel Committee.

### 13-9 Involuntary Transfers.

13-9-1 Relocation. When a school program is relocated from one site to another, currently assigned teachers with contracts will maintain their assignment pursuant to the provisions of Article 13.

13-9-2 Changes in Program. The provisions of Article 13, which allow for the administrative transfer of staff due to a change in program, adopted by the Collaborative School Committee and affirmed by the Superintendent, will be appropriately followed.

13-9-3 Opening or Redesign of a School. When a new school is opened or redesigned, the principal shall make hiring decisions until the new Personnel Committee becomes operational. The principal will follow the processes and standards set out in this Article.

13-9-4 School Relocation. If a school is relocated leaving few, if any, teachers assigned, teachers who remain assigned will not have to interview for their respective positions.

13-10 Reduction in Building Staff (RIBS).

13-10-1 The Collaborative School Committee will charge the Personnel Committee with the task of conducting a Reduction in Building Staff upon receipt of information that reduced the number of teaching assignments at a school, or when a Collaborative School Committee decides fewer teaching assignments are needed in a department, grade level or ELA/specialty area.

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

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

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

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

13-10-3-3 Excluding job share teachers, contract teachers who are assigned to a school less than full-time, shall be accorded the same transfer rights as other teachers in the consideration group.

13-10-4 Teachers on approved leaves where their positions are being held in accordance with Appendix B shall be considered equally for the purpose of reduction.

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

Reduction in Building Staff, the Personnel Committee shall include the following:

- Teachers in the consideration group may choose to vacate an assignment.
- Teachers in the consideration group should be allowed to interview for any vacancy in the school that is posted through the in-building bidding process.
- All members of the consideration group must be interviewed by the Personnel Committee.

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

13-10-7 Any teacher transferred during the school year by the District may be provided with up to two (2) days of non-pupil contact planning time in order to permit the transferred teacher to make an orderly transition between the two (2) assignments.

13-10-8 Teachers who are involuntarily transferred are expected to actively participate in the teacher staffing process. The District may pursue consequences for teachers who are directly placed for three (3) consecutive years who have not actively participated in the teaching staffing process.

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

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

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

- a. The District will designate a principal who will begin the teacher selection process immediately. Among the criteria that will be considered in hiring decisions will be familiarity with the school, students, parents and Community.
- b. All teachers who have assignments at the school will have an opportunity to interview for vacant positions with the principal until a new Personnel Committee is elected.

- c. Teachers who are not selected through this process defined in #b may apply for and be interviewed for positions during the open market staffing cycle.
- d. Teachers who choose to leave the redesigned school, or who interview at the school but are not selected, will be guaranteed at least two (2) interviews for other vacancies during the open market staffing cycle.
- e. The District and the Association will monitor this process to ensure adherence to this procedure.
- f. The District may require additional work outside the normal school day, time beyond the adopted school year, or activities attributable to the design of the new teaching and learning structure and programs at the school. Compensation for such time will be in accordance with the applicable provisions of this Agreement.

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

- a. Teachers will have an early opportunity to interview for vacancies at schools where students have been reassigned due to closure.
- b. Teachers will be guaranteed at least two (2) interviews for other vacancies on the District-wide postings.

## VOLUNTARY TRANSFERS

13-12 Specialized Services. Specialized service personnel, including nurses, social workers, psychologists, speech correctionist/therapists, and any other specialty group, shall be transferred according to a written procedure made available to all affected employees. Specialized service personnel shall meet annually with their supervisor to discuss and make revisions to written reassignment procedures. If a specialized service provider is not assigned by the end of the traditional school year, Human Resources or designee will notify the teacher by the last day of the school year to discuss the status of the teacher's assignment.

13-13 Intent to Vacate. A notice to vacate a position may only be requested by a non-probationary teacher that has been direct placed after his/her school has been closed, redesigned, restructured, or experienced a program change that impacts their assignment. The intent to vacate request will only be honored the year after the direct placement has occurred.

13-14 Probationary Teachers. A probationary teacher in good standing may choose to transfer only once during his/her probationary period upon mutual agreement between the probationary teacher and the site administrator unless otherwise noted in Article 13-9.

13-15 In-Building Bidding.

13-15-1 The Department Chairs at the secondary level and grade level Chairs at the elementary level, in collaboration with the principal, will establish procedures whereby teachers may indicate assignment preferences. All such procedures shall emphasize the needs of students as the primary consideration for assignment. Teacher preferences may be established at grade level meetings, departmental meetings, or team meetings, as appropriate.

13-15-2 In accordance with Article 13-8, the Personnel Committee shall determine whether any vacant positions will first be posted in that school before they are posted District-wide. Based on this decision, members of a school faculty who are qualified and have a continuing contract shall be able to apply for all such vacancies that may occur in that school prior to its being posted District-wide.

13-15-3 In determining if current faculty is allowed to bid on a vacancy prior to its being posted District-wide, the Personnel Committee will:

- identify its staffing needs, including the identification of all teachers who will vacate their positions;
- determine assignments open for in-building bidding and announce them to the faculty;
- determine and announce procedures for in-building bidding;
- allow eligible faculty members interviews by the Personnel Committee.

13-15-4 Teachers who agree to fill a different position within the same school for the next school year, through the in-building bidding procedure, forfeit their right to bid for and be assigned to a position listed on the vacancy list.

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

13-17 Posting Vacancies.

13-17-1 The principal shall be responsible for notifying the Department of Human Resources of vacancies that are open at their school as soon as they are known.

13-17-2 Each vacancy shall be posted on the Denver Public Schools website.

- 13-17-3 The Personnel Committee shall write basic postings and detailed job descriptions for all vacancies that occur at their school.
- 13-17-4 The Personnel Committee shall write interview questions based on the posting.
- 13-17-5 Postings shall include a brief description of all involved responsibilities, and special and unique qualifications.
- 13-17-6 Vacancies that occur as a result of an approved leave of absence shall be designated as an annual assignment.
- 13-17-7 Vacancies for Teacher on Special Assignment (TOSA) shall be posted when they become available.
- 13-17-8 Teachers who successfully bid on a position during the open market staffing cycle are ineligible to bid on subsequent positions posted during the same calendar year.

13-18 Applications.

- 13-18-1 Teachers applying for a vacancy in other schools must complete the appropriate application forms and notify their principal at the time of application.
- 13-18-2 Applications for vacancies may be submitted by any currently qualified candidate. The Department of Human Resources shall screen all applications to ensure compliance with the state law and District requirements. The applications of all qualified candidates for a vacancy will be forwarded to the school. Teacher applicants shall be responsible for sending their resumes to the schools where they have applied.

13-19 Selection Procedure.

- 13-19-1 The Personnel Committee shall review all applications forwarded from the Department of Human Resources and determine how many and which applicants will be interviewed. When there are two or more applicants for a position, the Personnel Committee shall interview a minimum of two candidates.
- 13-19-2 Interviews shall be completed and a decision made no later than thirty (30) days after the vacancy is posted.
  - 13-19-2-1 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.



- 13-19-3 The Department of Human Resources will be notified no later than thirty (30) days after the vacancy is posted if no candidate is selected. The Association will receive this information upon request.
- 13-19-4 The Department of Human Resources will monitor the vacant positions during the staffing cycle and will place unassigned, non-probationary teachers into vacancies as needed. If it is not possible to assign a teacher prior to the end of the traditional school year, Human Resources or a designee will notify the impacted teacher by the last day of school of the status of the teacher's assignment. Positions which remain unfilled, will be filled by the Department of Human Resources.
- 13-19-5 A list of probationary teachers "in good standing" will be retained and utilized for consideration in current/future openings. The list will be forwarded to schools for their consideration after the open market staffing cycle ends.
  - 13-19-5-1 The term "in good standing" will mean a probationary teacher who has not been recommended for non-renewal due to classroom performance concerns and/or non-completion of District job requirements.

13-20 Assignments/Placements.

- 13-20-1 Teachers assigned to a vacant position will not be eligible to apply for subsequent vacancies during the current school year unless there is a mutual agreement between the principals of the respective schools and the teacher.
- 13-20-2 Teachers accepted to fill vacancies will remain in their current assignment until the end of the school year, except as determined by the Department of Human Resources.
- 13-20-3 Teachers who do not have an assignment for the next school year should, whenever possible, forward a copy of their resume to the Department of Human Resources to aid in proper placement of the teacher.
- 13-20-4 When there are no assignments for which an unassigned non-probationary teacher is qualified under the No Child Left Behind Act, the Department of Human Resources may assign a teacher to a position for which they are not highly qualified.
- 13-20-5 The Department of Human Resources or designee will notify unassigned teachers when an appropriate assignment has been confirmed, and will provide basic details of the assignment. The teacher should contact the school for further details about the assignment in a timely manner.

- 13-20-5-1 A temporary or annual assignment is for a specified period of time, subject to the provisions of Article 13.
- 13-20-5-2 A teacher may be transferred during the school year if both principals involved with the move and the teacher are in agreement.

#### **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 teaching positions needed to run the summer school.
    - 14-1-1-1 Summer school teaching positions shall be posted.
    - 14-1-1-2 Postings shall include the following basic components: descriptions of any teaching position that may be included in the summer school, and an explanation of the selection process.
    - 14-1-1-3 All teaching positions in summer school programs will be filled first by teachers currently in the District.
  - 14-1-2 Compensation. Teachers will be paid for summer and evening work as provided in Article 32.
- 14-2 Teachers applying for positions in the evening school at Emily Griffith Opportunity School shall make written application directly to the Emily Griffith Opportunity School. They shall be notified of action on their application. Qualified teachers in the District shall be given priority for interviews for positions in the evening school, except for adult vocational education classes. In filling such positions, consideration will be given to the teacher's area of competence, major and minor fields of study, quality of teaching performance, attendance record and the criteria specified in Article 13-8-6.

#### **Article 15 - Teacher Facilities**

- 15-1 Each school will have the following facilities:
  - 15-1-1 Space in each classroom in which teachers may safely store instructional materials and supplies, provided that the District shall not be held to be the insurer of the teacher'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 teacher, except in unusual circumstances.

15-1-3 Well lighted and clean teacher restrooms.

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

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

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

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

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

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

15-2-7 Office space for specialized services personnel which affords appropriate privacy to conduct conferences and testing.

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

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

## **Article 16 - Personal Injury Benefits and Property Damage**

16-1 Temporary Total Disability.

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

16-1-1-1 Teachers who have been injured on the job, within the course and scope of their employment, and are temporarily unable to perform their essential job functions, will be paid their full salary for up to four (4) months from their date of injury. Within the four (4) month period, teachers 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. If the

injured teacher is still unable to perform their essential job functions after the four (4) month period, they will be placed on Temporary Total Disability. This is paid by Workers' Compensation up to the statutory maximum. Teachers 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 In the event a teacher, while acting within the scope of their employment, has their clothing or other personal property damaged or destroyed, as a result of an attack, assault, menace, vandalism, or pupil supervision problem, the District may reimburse the teacher the cost of repair or the reasonable replacement cost of the property.
- 16-2-2 Given prudent and responsible handling, the District may reimburse/replace wallets/purses, outer-wear and briefcases and contents, if appropriate, which are stolen while on school grounds, up to Two Hundred Fifty Dollars (\$250.00).
- 16-2-3 Given prudent and reasonable handling, the District may reimburse/replace stolen and damaged personal property used for instructional purposes at school, with prior documentation and approval, up to Two Hundred Fifty Dollars (\$250.00).
- 16-2-4 The District may pay the insurance deductible and/or Two Hundred Fifty Dollars (\$250.00) for the automobile damage because of the vandalism, provided the automobile was on school grounds and the employee was acting within the scope of their employment.
- 16-2-5 In order for the District to reimburse the teacher for losses as outlined in this Article, the teacher must file a claim by submitting both a written District property loss report and a police report. 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.

## **Article 17 - Assaults**

### 17-1 Assaults Upon Teachers.

- 17-1-1 Any teacher who has suffered any assault in connection with the teacher's employment shall immediately make a written report of the circumstances thereof to the administrator in charge of the school or department. The assaulted teacher 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

teacher who is assaulted must file a Workers' Compensation report of injury with the District within twenty-four (24) hours.

17-1-2 The Board shall adopt, after consultation with appropriate individuals and groups, a safe school plan for handling situations involving potential assaults on staff by adults and/or students. The plan shall include any statutory requirements concerning assault upon, disorderly conduct toward, harassment of, and making false accusations directed toward any teacher. This plan will be reviewed with the faculty by the principal at the beginning of each school year.

## 17-2 Teachers Accused of Assault.

17-2-1 A teacher accused of assault shall make written reports to the administrator in charge of the school or department, attaching copies of any summons, complaint, process, information, indictment, notice or demand served upon the teacher in connection with such assault within five (5) days after the teacher has been served therewith, and reporting the final disposition of any such proceeding.

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

## **Article 18 - Student Discipline**

Each school will develop a discipline plan that is consistent with the provisions of this Article and Board Policy JK and Board Policy JK-R. The School Leadership Team (SLT) will collaborate with the principal on the design and implementation of a prevention, intervention and discipline plan, subject to review by the CSC, and monitor its effectiveness on an annual basis.

18-1 The parties recognize that a classroom free of disruption is essential for learning. When a teacher judges it necessary to protect the instructional process, he or she 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 teacher or school principal or designee will contact the parent or legal guardian and request his or her attendance at a conference regarding the removal.

- 18-2 A behavior 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 disciplinary plan that should be determined by the CSC. 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. The student will not be returned to class until a conference has been held with the teacher, principal or designee and student.
- 18-3 Upon the third removal (with the exception of students with an active IEP), the student may be removed, consistent with the Board policy on student discipline, from the teacher's class for the remainder of the term. Whether the student will be in place in a different education setting, suspended or expelled, will be in accordance with Board policy and IDEA regulations.
- 18-3-1 In the disciplinary plan, which will be reviewed annually, the CSC will incorporate the requirements of C.R.S. 22-32-109.1 and Board policy concerning disorderly conduct toward, harassment of, and making knowingly a false accusation of child abuse against a teacher.
- 18-3-2 In implementing the disciplinary plan a teacher shall be protected from civil or criminal liability as provided by C.R.S. 22-32-109.1 (9).
- 18-3-3 If a principal has evidence a teacher is referring excessive number of students for disciplinary reasons, the principal shall review the classroom practices with the teacher and try to determine if a more preventive approach is possible through change in practice, or if the teacher 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 teacher without the conference referred to above.
- 8-4 The Denver Public Schools believes that proper student conduct, reinforced by an effective prevention, intervention and discipline plan, is essential to create and maintain a positive school climate necessary for learning. Denver Public Schools acknowledges the important role and responsibility of teachers in an effective discipline plan. In order to ensure the respect and safety of teachers, the District and the Denver Classroom Teachers Association acknowledge teacher rights relative to student discipline and the District set forth certain teacher rights in Board of Education 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 Teachers who experience personal health problems such as alcoholism, drug abuse, depression, stress, or similar illness, and who voluntarily seek help for such problems, may

be referred, through the Department of Human Resources, 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.

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

## **Article 20 - Reduction in Force (RIF)**

20-1 Reduction in Force shall be defined as the cancellation of an employment contract as a result of a necessary reduction in the work force due to decreased student enrollment, shortage of revenue, or as otherwise provided in Colorado Revised Statutes. Such reductions shall be done in compliance with federal and state statutes, any existing court orders upon the District, and in a manner that will maintain the best educational program for the District.

20-1-1 If the District anticipates a reduction in staff, the Executive Director of Human Resources, prior to formal action, shall consult with the Association and provide information relative to the number, kind and reason for the anticipated staff reduction.

20-1-2 Normal attrition shall precede any reduction in force of regularly assigned teachers.

20-1-3 Required staff reductions should be done by endorsement area in reverse order of being hired as a teacher.

20-1-3-1 If hiring dates are identical, the tie shall be eliminated using the following criteria in descending order:

- 1) The District contract experience in the subject area of program to be reduced; and,
- 2) Highest degree held.

20-1-4 Upon final decision that a reduction of force will occur, the District shall provide the Association with data relative to the status of each bargaining unit employee whose job will be reduced. Such data shall include the name, certification and endorsement information, and hiring date.

20-1-5 Whenever possible, Reductions in Force will be limited to the end of the semester or school year. Affected teachers shall receive thirty (30) days written notice.

20-1-6 Upon the written request of the teacher identified for job reduction, the administration shall investigate all possible assignments for which the teacher is eligible. If the hiring date, certification and endorsement are in accord, the teacher shall be reassigned to another position for which qualified.

20-1-7 All staff members subject to cancellation of employment contracts shall not lose their prorated fringe benefits or salary afforded them under this Agreement. Neither shall other individual or supplemental employment opportunities or contracts be denied or negated.

20-2 No new staff members shall be employed by the District so long as there remain employees of the District whose contracts have been canceled unless those employees do not have proper certification, endorsement and qualifications to fill the vacancies which may occur. Such priority consideration will be for a period of three (3) years following the reduction.

20-2-1 Teachers will be hired in reverse order of reduction provided the teacher is certified and endorsed for the vacancy.

20-2-2 The District will send a registered or certified letter to the teacher's last known permanent address. It shall be the teacher's responsibility to notify the District of any change in their permanent address.

20-2-3 Teachers must accept the assignment within ten (10) days of the postmark date of the recall notice, or the position will be offered to the next certified and endorsed teacher. The liability of the District to recall employees whose employment contracts have been canceled shall terminate if the employee does not accept re-employment.

20-2-4 When the former employee is re-employed, all accrued benefits at the time of the non-renewal shall be restored, including all eligible credit on the salary schedule.

20-3 Rights of Probationary Teachers in the Event of a Reduction in Force. Should the District be forced to non-renew any probationary teacher in the event of a Reduction in Force, they will have the right to be considered for interviews for any previously posted and unfilled positions, and will be given preference over similarly qualified teachers without District teaching experience. Probationary teachers will have preference for a period of fifteen (15) months following the non-renewal of their contracts. In order to be notified of any such available positions, the probationary teacher whose teaching contract was non-renewed is required to notify the personnel office on a monthly basis of their availability for such interviews.

## **Article 21 - Short Leaves of Absence**

21-1 Sick Leave.

21-1-1 The District will allow ten (10) days of leave each year for teachers which may be used for the purpose of sick leave.

21-1-2 Sick leave is to be used for a teacher's own illness, illness of an immediate family member, or the death of a family member or friend.



- 21-1-3 Unused sick leave shall be accumulated from year to year.
- 21-1-4 The Sick Leave Bank will be continued under guidelines and procedures developed and administered by the Sick Leave Bank Committee approved by the District and the Association. Teachers may choose to enroll in the Bank during September of any year. During the month of November, one (1) day will be taken from the available sick leave of the participating teacher and contributed to the Bank.
- 21-1-5 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-four (184) days. See Article 31.
- 21-1-6 Because of the changes in this Article on Short Leaves of Absence effective January 1, 1991, it is the policy of the District that any teacher who accumulated sick leave days in excess of one hundred and ninety (190) days prior to December 31, 1990, shall continue to be credited with such accumulation, and such accumulation will be eligible for and included in the sick leave annuity program of the District.
- 21-1-7 Selling Sick Leave. Under the provisions below, teachers shall be allowed to convert unused sick leave from any one year to cash payments.
- a. Only unused sick leave from the previous school year shall be eligible for conversion by an individual. Balances from prior years will not be eligible. Conversion will be allowed only if the teacher's sick day balance will be more than 10 days after the conversion. The calculation of the amount of sick leave that is eligible shall be made after any conversions from personal leave to sick leave have occurred. Conversions from personal leave to sick leave will occur no later than July 1.
  - b. The conversion value shall be at the daily substitute teacher's rate as defined in the contract.
  - c. The dollar limit on conversion for any teacher shall be 3/181 times his/her annual base salary.
  - d. There is an overall limit on conversions equal to the 2002-03 base year expenditures for substitute teachers minus the expenditures for the year in question. Both expenditures from the substitute teacher pool and for substitutes paid from the Long-Term Leave pool shall be counted. The calculation shall include an adjustment to the base year for changes in the rate of substitute teacher pay subsequent to the base year.
  - e. In the event that teacher requests for sick leave conversions exceed the limit in (d) above, the requests for conversion shall be prorated. Teachers will get a share of the available days proportional to their share of the requested days.

- f. Teachers shall file a request with the benefits office for conversion on or before June 1 or the end of school whichever is later of each year. The benefits office shall obtain the overall expenditure limit from the budget office and allocate amounts to each request in accord with the provisions above. The payments shall be made in the August paycheck. Teachers may elect to redirect the payment into a 403(b), a 457, or other approved plans subject to the rules of those plans.

21-2 Personal Leave.

21-2-1 Teachers will have up to four (4) days per year of personal leave.

21-2-2 It is intended that personal leave will be available only for reasons of hardship or other pressing or emergency need, and not merely for personal convenience. Unused personal leave will be accumulated from year to year as sick leave.

21-2-3 Personal leave may not be used to extend a period of school intermission or used in conjunction with the observance of a Federal Holiday.

21-3 Legal Proceedings Leave.

21-3-1 Teachers shall be granted leave time necessary to make appearances in any legal proceedings connected with the teacher's employment. The teacher shall be required to present the subpoena or summons to verify the teacher's need for absence.

21-4 Additional Leave Restrictions.

21-4-1 Use of personal leaves may be restricted or denied by the District when an adequate supply of substitute teachers is not available.

21-4-2 To maximize continuity of instruction, personal leaves will not be granted during the first four (4) or last four (4) weeks of the school year except for urgent, documented reasons.

21-4-3 Application for leave for purposes other than sick leave shall be submitted to the principal on a District approved form at least five (5) working days in advance, except in case of emergency.

21-5 Professional Leave. Teachers shall apply for professional leave days using a procedure established by the principal. This procedure shall be presented by the principal to the faculty every year. The principal will make every effort to distribute the days fairly among the faculty.

## Article 22 - Extended Leaves of Absence

22-1 Unpaid leaves. Teachers will be granted the following extended leaves of absence according to the provisions set forth in Appendix B:

- (1) Association activities leave
- (2) ACTION, VISTA or Peace Corps
- (3) military
- (4) maternity, paternity, and adoption
- (5) family illness
- (6) extended personal illness
- (7) elective office
- (8) travel/study or research
- (9) oversee dependent schools
- (10) general leave
- (11) corporate internship

22-2 Paid Leave. Teachers will be granted the following extended leaves of absence according to the provisions set forth in Appendix B:

- (1) sabbatical leave
- (2) vocational education proficiency leave

These leaves may be paid. Refer to Appendix B. Short-term disability leave (formerly “Restoration of Health Leave”) will no longer be available, effective September 1, 2003. Refer to Appendix B, 7 – Extended Personal Illness Leave and Coverage by Long Term Disability Insurance.

22-3 Applying for Leaves. Teachers requesting extended leaves of absence should apply by the date established to the Department of Human Resources. The Department of Human Resources will research availability of teachers, impact of the educational program, and impact on the District budget to determine if leaves may be granted. Requests for emergency leaves are accepted.

## **Article 23 - Association Rights**

- 23-1 The Board recognizes the Association as the official organization to represent teachers.
- 23-1-1 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 teacher. 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 Appendix B, paragraph 1.b.
- 23-1-2 The Association President may visit schools for a specific purpose after notification to the office of the principal. The Superintendent and the Association President shall enter into a Memorandum of Understanding that will permit an authorized designee of the Association President to visit schools for a specific purpose after notification to the office of the principal.
- 23-1-3 Teacher organizations 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. Teacher organizations do not have to pay for the use of the building before or after school hours if they furnish their own security and janitorial services.
- 23-1-4 The Association has the right to place notices, circulars, and other material on designated bulletin boards and in teachers' 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.
- 23-1-5 The Association has the right to use the school mail.
- 23-1-6 The Association has the right to have an Association Representative at each school. The Association Representative shall have the right to carry on Association business when it does not interfere with his or her normal teaching responsibilities.
- 23-2 The District agrees to deduct from teachers' 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.

23-3 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 their monthly earnings 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 23-2 above.

Such 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 said authorization; and an agreement that such deductions and remittances shall continue from year to year, as so authorized, unless teachers notify the District through the Association office and on an appropriate form, that they desire to discontinue or to change such authorization. It will be possible to revoke the dues deductions only during November 1 through November 15 of each school year. Only Association revocation forms will be honored by the District. Once a revocation form has been signed and properly processed, no further action is necessary on the part of the employee to terminate deduction of the membership dues.

23-4 Representation Fee. Representation fee deductions shall only apply to those teachers who were employed prior to or during the 1997-98 school year. Those teachers newly employed for the 1998-99 school year are not subject to the representation fee.

The District shall withhold from the salary of all contract employees in the bargaining unit represented by the Association who did not sign a membership form or file a revocation form during February 1-14, 1998, a representation fee in an amount equal to the dues of the United Education Profession (DCTA/CEA/NEA). The amount of money to be withheld and transmitted to the Association shall be an amount equal to the total dues of the Association prorated on a monthly basis in accordance with this Article. The following conditions for such withholding shall apply:

23-4-1 Members of the bargaining unit wishing not to pay the representation fee described above may so indicate by obtaining a revocation form provided by the Association. Revocation forms can be obtained by request, in writing or in person, at the Association office, the Department of Human Resources, the school office or from building designees as appointed by the Association at each building. No other forms or letter will be honored by the District.

23-4-2 Such revocations may be done during the November 1 through November 15 revocation period of any school year. Once a revocation form has been signed and properly processed, no further action is necessary on the part of the employee to terminate deduction of the representation fee.

23-4-3 Not later than November 22, the Association will hand deliver those revocation forms to District Payroll Department. Such revocation will be effective December 1.

23-4-4 When Association members have no earnings due them for the month, then no deductions will be made for those teachers 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 his or her last salary check, with the exception of those members who retire from the District.

23-4-5 The Association agrees to hold the District harmless from any action growing out of those deductions and commenced by any teacher 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.

23-4-6 A service charge of five cents (\$0.05) per month per individual teacher authorization shall be retained by the District to help defray costs of making such deduction.

23-4-7 Upon issuance of any employment contract to any member of the Association bargaining unit, the District will provide the new employee with a copy of the Agreement and information concerning responsibilities identified under this Article.

23-5 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 24 - Joint Activities**

24-1 The District and the Association recognize their collective responsibility to promote positive change in the Denver Public Schools. The following committees have been formed to work toward this end:

- Agreement Review Committee – Articles 6, 7, 11 and 24
- Special Service Providers Work Group
- Staffing Work Group
- Advisory District Personnel Performance Evaluation Council (1338 Committee)
- Interim Negotiations – Article 6
- Sick Leave Bank – Article 21
- Benefits Board – Article 30
- Tax Sheltered Annuity – Article 30
- Teacher Education Fund Committee – Article 31
- Instructional Issues Council – Article 5
- Collaborative School Committee

- Personnel Committee – Article 13
- School Leadership Team – Article 8
- Instructional Superintendent Advisory Committee – Article 5
- Principal Evaluation: Teacher Input into Principal Evaluation
- Professional Practices Committee
- SSP/ SpEd Caseloads Committee
- Any additional committees may be formed as needed.

24-1-1 The Superintendent and Association President, with support for the Agreement Review Committee (ARC), will monitor and receive committee reports, and, based on these reports, will make recommendations to the Board and to the Association.

24-1-2 The Agreement Review Committee (ARC) has joint membership of the Association, including the chair of its bargaining team and one other teacher leader, and the District, including members of the Department of Human Resources. As one step in the implementation of the Framework for Partnership, the Agreement Review Committee will develop a calendar of the joint activities created by or impacting this Agreement, monitor and coordinate progress of these activities, and discuss the progress with the Superintendent and Association President. Annually, the Agreement Review Committee will make a status report to the Superintendent and Association President.

## **Article 25 - Job Sharing and Half-Time**

25-1 Job sharing, or converting from a full-time employee to a half-time employee, may be requested by regularly assigned full-time equivalent non-probationary teachers who wish to work only half-time. Procedures for assignment to a job sharing or half-time position will be available upon request from the Department of Human Resources.

25-1-1 Application for a job sharing or half-time position must be made in writing to the Department of Human Resources by the published date.

25-1-2 Teachers wishing to job share must find another teacher who also wishes to job share.

25-1-3 Job share and half-time assignments, when possible, shall be for one (1) year at a time.

25-1-4 Salary, benefits, accrued service and other employment entitlements shall be half their usual value, as applicable.

25-1-5 To be effective, the job sharing or half-time assignments must be approved by the CSC at the school to which the teachers are assigned.

25-2 Teachers will be notified of placement during the teacher staffing process.

## **Article 26 - Professional Behavior**

- 26-1 Teachers 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 a teacher may refuse to carry out an order which reasonably threatens the teacher's physical safety.
- 26-2 Teachers 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 teachers, CSC, SLT and Personnel Committee members due to the exercise of the responsibilities of these positions.
- 26-3 The District affirms the principles that teachers have the full rights and responsibilities of citizenship and that a teacher'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 teacher's professional duties or are grounds for dismissal under Colorado statutes.
- 26-3-1 Teachers 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 teacher's professional duties.
- 26-4 The District and the Association affirm the importance of good staff morale to the instructional and operational programs of a school. Teachers and administrators are expected to exhibit positive attitudes and professional behavior that will maintain and enhance good staff morale.
- 26-5 The Board, teachers, and administrators encourage one another to exemplify the highest standards of personal and professional excellence and to become outstanding role models for all students.
- 26-6 Every teacher and administrator is expected to exhibit sensitivity to ethnic-minority persons and to promote the success of students from multi-cultural/multi-ethnic backgrounds.
- 26-7 Any alleged abuses of principal authority in the Personnel Committee or SLT process shall be reported to the Association or Instructional Superintendent or designee. The Association and Instructional Superintendent or designee will review and address these allegations.



## Article 27 - Controversial Issues in the Classroom

- 27-1 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.
- 27-1-1 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.
- 27-1-2 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.
- 27-2 Teachers have the right and responsibility to teach about controversial issues.
- 27-2-1 Teachers 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.
- 27-2-2 Teachers have the obligation to be as objective as possible and to present fairly the several sides of an issue.
- 27-2-3 Although teachers have the right to express their own viewpoints and opinions, they do not have the right to unduly influence or indoctrinate students to their own views.
- 27-3 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.
- 27-4 Academic Freedom.
- 27-4-1 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.
- 27-4-2 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.

27-4-3 The final responsibility in the determination of the above rests by law with the Board.

## **Article 28 - Substitute Teachers**

28-1 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. Teachers shall have the right to request substitutes in order of their preference. The District will give strong consideration to the teacher's request. Retired teachers from DPS may request to be placed on the list of substitutes.

28-2 Continuing Full and Half-Day Substitutes. Full day or half-day substitutes who have taught in excess of sixteen (16) consecutive days in one (1) assignment in the District shall become long-term substitute teachers and shall have the rights and privileges of teachers under the terms of the Agreement for as long as they are continuously employed in that assignment.

28-2-1 Exceptions shall be limited to the following:

- a. Leaves. Substitute teachers shall earn one day of sick leave for every eighteen (18) days of employment. No extended or short leaves of absences shall be granted.
- b. Salary. Salaries shall be set forth in Article 31.
- c. Benefits. Substitutes may participate in District programs at their own expense. Liability insurance will be provided by the District.

28-2-2 Long-term substitute teachers who subsequently are awarded a contract will have their long-term substitute time counted toward the salary schedule on the following basis:

- a. If the continuous time worked as a long-term substitute is one (1) semester to one (1) year, placement on the salary schedule shall be step two (2).
- b. A teacher who teaches as a long-term substitute continuously for the second semester of a school year will be placed on step two (2) of the salary schedule if appointed the following school year.
- c. A teacher who teaches as a long-term substitute the first semester of a school year and is appointed in January will not be placed on step two (2) until the following school year.

## **Article 29 - Task Force on School and District Climate**

A positive school climate and good teacher morale contribute to higher student achievement. It is the shared responsibility of the District and the Association to work together to enhance morale and construct a positive school climate that supports improved job satisfaction and employee retention in the Denver Public Schools.

The District and the Association will convene a Task Force within the District to analyze the factors that influence and impact school climate and teacher morale and their effects on student achievement. The District and the Association have commissioned a comprehensive research study concerning the "Recruiting and Retaining of DPS Teachers." The Task Force shall receive the results of the research study and put forth a plan of action to implement the findings and recommendations within the District.

The Task Force will serve at the direction of the Superintendent and the President of the Association. It will be comprised of a representative body of the Denver Public Schools Community including but not limited to parents, teachers, and administrators. Staff support in conducting the Task Force's activities will be provided by the Department of Human Resources. Additional resource support will be provided by the Association as required and available to ensure the success of the Task Force.

The Task Force will continue to conduct and receive research information to assess, identify and track emerging employee morale and school climate issues. They will report back to the District and the Association on an annual basis pertaining to the District's overall school climate. The report will provide an update/progress on employee morale and school climate as compared to the baseline findings. The report will also identify interventions that have had a significant impact on the issues. Additionally, the Task Force will identify continuing problem areas that remain to be addressed by the District and report back to the District and the Association on a periodic basis as required.

## **Article 30 - Benefits Allowance and Benefits Programs**

30-1 Benefits Allowance. The District shall provide teachers with a benefits allowance as a part of their total compensation package. The purpose of the benefits allowance is to provide teachers 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 District and the Association also agree that the purpose of the benefits allowance is not to merely provide an amount equal to the premiums of health, dental and vision insurance. The long-term goal of the District and the Association is to provide teachers with a benefits allowance that plays a significant role in enhancing the District's competitive position in attracting and retaining teachers.

30-1-1 For the period of July 1, 2008, through June 30, 2009, the District shall provide all teachers based on FTE on a pro-rate basis with a benefits allowance of \$405.00 per month. Teachers working less than full time will receive the benefits allowance pro rated by their full time equivalency (FTE).

30-2 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.

30-2-1 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.

30-2-2 Composition. The Benefits Board will be composed of not less than eight (8) representatives of the District, four (4) representatives of the DCTA, one (1) representative of the DPS Retired Employees Association and three (3) representatives elected from the following groups:

- Denver Association of Educational Office Professionals
- Communication Workers of America
- Denver Federation of Paraprofessionals
- DPS Food Services Association
- Facility Managers Association
- Amalgamated Transit Union, Local 1563
- Vocational Teachers Federation of Denver, Local 203
- DPS Association of Building and Grounds Personnel
- Denver Association of School Administrators

Any of the groups identified above who do not have an elected, voting representative on the Benefits Board may designate an ex officio, non-voting member, who shall be entitled to participate in all meetings of the Benefits Board.

30-2-3 Operating Rules. The Benefits Board shall jointly adopt rules pertaining to their operation. Such rules shall be a matter of public record.

30-2-3-1 The Benefits Board shall develop procedures for election and recall of its members. Individuals elected to this position shall serve a three-year term. Elections should take place in December.

30-2-3-2 Quorum. Not less than eight (8) representatives, four (4) representing DPS and four (4) representing the employees, 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.

30-2-3-3 Consensus. At each meeting where decisions must be made by the Benefits Board, an attempt shall be made to achieve consensus of all voting and non-voting members. Only if consensus cannot be achieved shall a vote of the voting members be conducted. Each member will exercise one (1) vote. A majority (50 percent + 1) vote of the members present and voting is required to approve any change in the benefits programs.

30-2-3-4 Impasse Resolution. If a majority of the Benefits Board cannot reach a decision with respect to the plan or operation of the plan, the Benefits Board shall, within ten (10) days from the date of its last meeting, mail to each member participating in the health benefit plan a ballot presenting the decision to be made, together with an explanation of the available options. The ballots must be returned by participants within thirty (30) days of the date they were mailed. The Benefits Board will implement the decision of the majority of the voting participants.

30-2-4 Subcommittee on Tax Sheltered Annuities. Tax Sheltered Annuity (TSA) products offered by the District shall have the approval of the Benefits Board's Subcommittee, which includes the Manager of Employee Benefits. The District shall contract an outside firm to conduct an annual analysis of all current TSA products and products from companies seeking approval. The results of the analysis shall be made available to all teachers.

30-3 Group Life Insurance and Long Term Disability Program. The present group life insurance program of the District will be continued for teachers and the District will pay the full cost of premiums for teachers, including group long-term disability insurance.

30-4 Liability Insurance Program. Liability insurance coverage shall be provided to each teacher and costs of such coverage shall be paid by the District. The terms and conditions of such coverage shall be provided to the Association.

30-5 The District shall provide an IRS 125 plan to allow pre-tax deductions for flexible spending accounts for child care, care of the elderly, health care reimbursement accounts, and dependent insurance including health, dental and vision coverages.

## **Article 31 - Salary**

31-1 Annual Compensation Adjustments.

- (1) Effective September 1, 2008, selected steps of the salary schedule shall receive an increase as shown on the schedule.

- (2) Education increments will be available in January and June of each year of this Agreement according to the procedures set forth in Article 31-4.
- (3) Regular experience steps shall be granted September 1 of each year of this Agreement.
- (4) Longevity increments shall be granted September 1 of each year of this Agreement.
- (5) Increases for 2009/2010 and 2010/2011 will be granted as follows:

9/2009: CPI + .25 + additional .4 if PERA merger closes prior to commencement of fiscal year; Flex dollars to increase by CPI +.25. \$504 contribution by District for those purchasing healthcare continues so long as the District does not cut general fund headcount as a result of budget cuts.

9/2010: CPI + .25 + additional .4 if PERA merger closes prior to commencement of fiscal year; Flex dollars to increase by CPI +.25. \$504 contribution by District for those purchasing healthcare continues so long as the District does not cut general fund headcount as a result of budget cuts.

These increases are subject to the provisions outlined in Article 4-2.

The salary schedule below shall be effective September 1, 2009.

**Denver Classroom Teachers Association  
Salary Schedule Effective 9/1/08  
Includes 3.0% Increase over the 9/1/07 Schedule**

	1.03					
	BA	BA+30	BA+60 / M.A.	MA+30	MA+60	DOCTORATE
<b>TIR</b>	\$34,800		\$35,311			
<b>Step 1</b>	\$36,635	\$36,904	\$37,172	\$38,392	\$40,949	\$43,522
<b>Step 2</b>	\$36,910	\$37,257	\$37,603	\$40,248	\$42,920	\$45,609
<b>Step 3</b>	\$37,013	\$37,494	\$39,099	\$41,877	\$44,666	\$47,477
<b>Step 4</b>	\$37,201	\$37,697	\$40,559	\$43,471	\$46,383	\$49,308
<b>Step 5</b>	\$37,539	\$39,262	\$42,283	\$45,301	\$48,339	\$51,391
<b>Step 6</b>	\$37,765	\$40,930	\$44,080	\$47,216	\$50,378	\$53,578

<b>Step 7</b>	\$39,357	\$42,666	\$45,930	\$49,240	\$52,509	\$55,879
<b>Step 8</b>	\$41,015	\$44,437	\$47,875	\$51,331	\$54,750	\$58,276
<b>Step 9</b>	\$42,731	\$46,344	\$49,916	\$53,516	\$57,146	\$60,781
<b>Step 10</b>	\$44,546	\$48,313	\$52,068	\$55,830	\$59,578	\$63,398
<b>Step 11</b>	\$46,427	\$50,335	\$54,271	\$58,176	\$62,136	\$66,135
<b>Step 12</b>	\$48,408	\$52,486	\$56,605	\$60,732	\$64,816	\$68,981
<b>Step 13</b>	\$50,882	\$55,173	\$59,610	\$63,755	\$68,068	\$72,408

31-2 Teachers in Residence (TIR) newly hired by the District for the 2002-2003 school year and thereafter, will be placed on the appropriate TIR step of the salary schedule. Teachers in Residence will remain on the TIR step until they receive a Colorado teacher license. Except for the provisions of Article 31-1(3), when Teachers in Residence receive a Colorado teacher license, they will be advanced immediately to the appropriate educational column and the experience step commensurate with their experience with the District and approved outside experience.

31-3 Salary Schedule Placement and Advancement. Teachers shall be placed and advanced on the salary schedule based on their experience in teaching and level of education in accordance with Board policy. Before the Board makes any change to existing policies regarding placement and advancement, the Association must be notified and given opportunity to discuss any proposed changes with the Board. Guidelines for placement and advancement will be provided to the Association, posted, and provided to any teacher who requests it. Changes made during the year must be distributed to the Association, posted, and provided to any teacher who requests it within thirty (30) days following adoption by the Board.

31-4 Education Increments. Teachers shall only submit all required transcripts and necessary paperwork to the Department of Payroll before the 10th of the following months: January and July. Educational increments shall only be paid at the end of January and July of every school year.

31-4-1 Teachers may elect to earn credit for District in-service at the rate of fifteen (15) hours contact time for one hour of semester credit, which may be used for advancement on the salary schedule to any educational column. Should compensation for in-service be required as otherwise described in this Agreement, the teacher may elect to earn credit in lieu of pay.

31-5 Longevity Increments. Longevity increments are awarded after the completion of fifteen (15) years of Denver Public Schools experience and each five-year period thereafter.

Payment of longevity increments shall be the next month following the employee's anniversary date. Effective September 1, 2008, longevity increments are valued at \$1,402.20.

31-5-1 Effective September 1, 2004, the value of each longevity increment reflects an increase of 1.0%. For each teacher this means that of the longevity increments earned prior to September 1, 2002, the most recent one earned will be valued at \$1,275 and all prior longevity increments will be valued at \$741. The value of each longevity increment earned on or after September 1, 2002 will be \$1,275. Article 31-5-1 applies to a limited group of employees.

31-6 Compensation of Newly Hired Teachers. Teachers 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 teacher in-service education rate.

31-6-1 The District shall seek advice from the Association in the development of new teacher pre-service, induction and in-service programs.

31-6-2 All teachers required to participate in the Induction Program will be paid at the in-service rate specified in Article 32.

31-6-3 In lieu of in-service pay, teachers may elect to earn credit for District in-service at the rate of fifteen (15) hours contact time for one (1) hour of semester credit, which may be used for advancement on the salary schedule to any educational column.

31-7 Incentives for National Board Certification.

31-7-1 The District will support up to five (5) candidates for National Board Certification with a grant of \$1,000 each. The Association will support up to five (5) candidates for National Board Certification who are members of the Association with a grant of \$500 each.

31-7-2 Teachers who obtain National Board Certification and continue to hold valid certification shall be placed on the next higher education column. A teacher in the doctorate column shall receive an additional 7% increase to his/her annual salary.

31-8 Stipends for English Language Acquisition – Spanish (ELA-S) Teachers. The District shall pay stipends to qualified teachers who serve in English Language Acquisition – Spanish (ELA-S) assignments. Beginning with the completion of the 2002-03 school year, teachers will be paid the incentive on their July check.

31-8-1 Effective September 1, 2003, teachers who have successfully completed the Spanish Language Proficiency Test or any other District approved assessment will be considered qualified.



31-8-2 Upon qualification and teaching in an ELA-S assignment, a teacher will receive an eight hundred dollar (\$800) stipend for additional service. Teachers will not need to serve in consecutive years to receive the increased incentive.

31-8-3 Teachers serving in ELA-S designated positions are not eligible for the stipend defined in 31-9.

31-9 Stipends for Spanish Qualified Teachers and Special Service Providers (SSP) at ELA Program Middle, 6-12 and High Schools. The District shall pay a stipend to Spanish qualified teachers and SSPs who serve in ELA Program middle, 6-12 and high schools. Teachers and SSPs will be paid the stipend on their July check.

31-9-1 Effective September 1, 2008, teachers and SSPs who have successfully completed the Spanish language Proficiency Test or any other District approved assessment will be considered qualified.

31-9-2 Upon Qualification and assignment at an ELA program middle, 6-12 or high school as a Spanish qualified teacher or SSP, a teacher or SSP will receive a five hundred dollar (\$500) stipend.

31-9-3 Fifty percent of a teacher or SSP's assignment must be in an ELA Program middle, 6-12 or high school to be eligible for this stipend.

31-10 Stipends for Other Language Qualified Teachers and Special Service Providers (SSP) at ELA Program Middle, 6-12 and High Schools. The District shall pay stipends to Other Language qualified teachers and SSPs who serve in ELA Program schools at ELA Program middle, 6-12 and high schools. Teachers and SSPs will be paid the incentive on their July check.

31-10-1 Other language is defined consistent with the ELA Program Court Order. An Other Language is any language where there are 15 or more speakers of a particular language at a school and that language is spoken by more than 100 students in the Denver Public Schools.

31-10-2 Effective September 1, 2008, teachers and SSPs who have successfully completed a District approved language proficiency exam in an Other Language will be considered qualified.

31-10-3 Upon qualification and assignment at an ELA Program School as an Other Language qualified teacher or SSP, a teacher or SSP will receive a five hundred dollar (\$500) stipend.

31-10-4 Fifty percent of a teacher or SSP's assignment must be in an ELA Program middle, 6-12 or high school that meets the requirements defined in 31-10-1 to be eligible for this stipend.

31-11 Freezing Teacher Compensation for Unsatisfactory Performance. Any teacher who received an unsatisfactory performance appraisal and is on a Remediation Plan is not eligible for and will not receive an experience increment. All other teachers who receive an unsatisfactory performance appraisal and are on a Remediation Plan will not receive the scheduled cost of living adjustment. It is the intent of the parties that this Article shall not result in a reduction of a teacher's current salary. When the teacher successfully completes the Remediation Plan, the teacher will be placed on the appropriate step, with the correct longevity at the current rate, effective at the beginning of the month following such successful completion.

31-12 Compensation for Unused Sick Leave. The Sick Leave Annuity Plan begun for teachers in 1980 will be continued unless modified pursuant to Article 6. Effective September 1, 1994, each teacher electing retirement will be provided compensation for accumulated sick leave days as follows:

31-12-1 When the teacher has met the requirements for retirement in the District, that teacher shall be eligible for compensation for accumulated sick leave.

31-12-2 A maximum payment of Fourteen Thousand Dollars (\$14,000) will be made by the District for teachers who have accumulated one (1) year or more of unused sick leave upon retirement.

31-12-3 The payment of Fourteen Thousand Dollars (\$14,000) shall be reduced by 1/184 for each day less than an accumulation of one hundred eighty-four (184) days.

31-12-4 Prior Accumulation. Because of the changes in short leaves and in recognition of sick leave that was accumulated prior to December 31, 1990, any teacher who accumulated sick leave days in excess of one hundred eighty-four (184) days up to and including December 31, 1990, shall continue to be credited with such accumulation. Such accumulation shall be eligible for payment on a prorated basis at the rate of 1/184 of Fourteen Thousand Dollars (\$14,000) for each day, provided the teacher is otherwise eligible to participate in the Plan.

31-12-5 Payment Options. Upon retirement, teachers may choose one of four 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, 401(k) plan or other approved plan;

- Placement of the unused sick leave amount into a 503(c)(9) trust to subsidize future health insurance costs for the employee.

31-12-5-1 The District and the Association shall coordinate efforts to communicate information with respect to payment options to teachers.

31-12-5-2 Simple Trust. By January 1, 2004, the District and the Association shall establish a Simple Trust for the purpose of holding jointly managed fund contributions. A board composed of two (2) teachers from the Benefits Board appointed by the DCTA President, and two (2) administrators from the Benefits Board appointed by the Superintendent, shall govern the trust.

31-11 Work Group to Consider Options for Calculating Highest Average Salary. The District and the Association shall establish a joint work group to consider options for working methods used by the Public Employees Retirement Association (PERA) for calculating highest average salary. The work group should consider topics including but not limited to:

- Inclusion of unused sick leave at the rate of .0015 per day
- Inclusion of summer service
- Inclusion of service credit

The work group will complete its charge in time for consideration by the negotiations teams in the spring of 2004.

As of 8/08, work has been completed and workgroup shall reconvene as needed and agreed upon by both parties.

31-13 Teacher Education Fund. The Teacher 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 teachers to further their education, consistent with District objectives. The guidelines for application and awarding scholarships will be developed by a joint committee with equal representation from the Association and appointments by the Superintendent, and the guidelines will be sent to the Superintendent for final approval.

31-13-1 Teachers will only be reimbursed for courses relevant to the District's educational mission, including preparation and/or assessments associated with meeting the standards of a highly qualified teacher under No Child Left Behind. The committee will include in its guidelines standards of relevancy for reimbursement.

31-13-2 The District will provide clerical support to implement the committee's decisions. Such clerical support will not exceed twenty (20) hours per month.

31-14 Transportation Allowance.

31-14-1 Teachers 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.

31-14-2 Teachers 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.

31-14-3 The District agrees to add teachers to its automobile liability insurance coverage when these teachers are required to transport students as part of the course and scope of employment. The District will add these teachers by job description or name. Proof of underlying insurance is required from each authorized teacher 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 teacher will receive a thirty-dollar (\$30.00) stipend per month in addition to mileage.

31-14-4 Teachers authorized transportation allowance but not owning or driving an automobile are reimbursed for actual bus fare expenditures.

31-15 Early Notification of Retirement. Any teacher 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 legislative meeting shall be eligible for a severance pay stipend of One Thousand, Two Hundred Dollars (\$1,200.00) payable at the time of retirement. The application deadline is February 1.

31-16 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.

**Article 32 - Extra Duty Compensation**

32-1 In accordance with the provisions for work week and work year found in Articles 8-1 and 8-2, any time a teacher agrees to perform work for the District beyond the work week or work year, that teacher will be compensated as described in this Article.

32-2 Substitute Pay

Retired Classroom Teachers who substitute for the District will earn \$110.01 per day and upon attaining sixty days during any school year will receive a daily rate of \$154.50/day - \$77.25/half day for any additional days worked that school year.

Daily Substitutes who substitute for the District will earn \$93.51 per day and upon attaining sixty days during any school year will receive a daily rate of \$141.11/day - \$70.55/half day for any additional days worked that school year.

In addition to the rate changes outlined above, the District will take the following actions:

1. Links will be added to the District's Substitute website directing interested parties to professional development opportunities with the District.
2. The District will perform an analysis of the substitute tracking data to look for potential trends or issues. The data will be made available to DCTA during the annual collective bargaining process.
3. Substitute teachers will be surveyed by March 1, 2009 to determine if there are other potential issues that can assist with retention.

32-3 Hourly and Daily Rates.

<u>Duty</u>	<u>Rate</u>
Curriculum Development Assignments	\$33.19/hr.
Summer School Teaching	\$33.19/hr.
In-Service Education	\$21.57/hr.
Hourly Teacher	\$21.57/hr)
Long-Term Substitute	\$168.55/day
Daily Substitute	\$93.51/day
Daily Substitute identified in the District substitute system as a retired teacher from Denver or any other district	\$110.01/day
Teachers for Homebound	\$33.19/hr.
Senior High Stage Manager (max. 100 hours per building)	\$33.19/hr.

Senior High Supervision at Afternoon Event	\$18.79/event
Senior High Supervision at Evening Event	\$31.30/event
In-Service Presenter Assignments	\$33.19/hr.
Mentor Assignments	\$220.03/semester for 1 mentee \$412.56/semester for 2 mentees \$453.94/semester for 3 or more mentees
<u>Assistance Team Member</u>	\$561.06 for each of one or two 30-working day period(s)
<u>Assistance Team Chairperson</u>	\$759.09 for each of one or two 30 working-day period(s)

32-3-1 Principals have the right to ask other teachers and appropriate personnel to supervise activities for compensation if they are unable to secure enough teachers from their own building.

32-4 Activity Salaries.

Step	Schedule 1	Schedule 2	Schedule 3	Schedule 4	Schedule 5	Schedule 6
1	\$4,676	\$3,555	\$2,993	\$2,915	\$2,594	\$2,272
2	\$4,901	\$3,780	\$3,220	\$3,139	\$2,818	\$2,497
3	\$5,126	\$4,005	\$3,445	\$3,365	\$3,044	\$2,723
4	\$5,351	\$4,230	\$3,670	\$3,590	\$3,268	\$2,948
5	\$5,576	\$4,454	\$3,894	\$3,814	\$3,496	\$3,178
6	\$5,802	\$4,681	\$4,120	\$4,040	\$3,719	\$3,400

Step	Schedule 7	Schedule 8	Schedule 9	Schedule 10	Schedule 11	Schedule 12
1	\$1,001	\$852	\$526	\$5,234	\$5,555	\$4,210
2				\$5,488	\$5,834	
3				\$5,740	\$6,111	
4				\$5,993	\$6,390	
5				\$6,244	\$6,667	
6				\$6,496	\$6,944	

32-4-1

- Schedule 1: Forensics Director (Senior High), Band Director (Senior High), Choir Director (Senior High), Dramatics Director, Dance Director, Cheerleading Director
- Schedule 2: Head Football, Head Basketball, Head Wrestling
- 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, Head Volleyball, Assistant Basketball, Assistant Football, Assistant Wrestling, Head Field Hockey, Head Lacrosse
- Schedule 5: Assistant Baseball, Assistant Softball, Assistant Track, Assistant Swimming, Assistant Gymnastics, Assistant Soccer, Assistant Volleyball, 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)
- Schedule 8: Middle School Dramatics Director (2 plays/year) (cont'd.)
- Schedule 9: Middle School Forensics Director (3 meets/year)
- Schedule 10: Denver School of the Arts performing arts, music, and design technology arts staff, stipends
- Schedule 11: Building Instructional Coaches
- Schedule 12: JROTC Instructors

32-4-2 When a teacher moves from an assistant coach to a head coach in the same sport, the following season the teacher shall be advanced to the same step on the new schedule.

32-4-3 Every year teachers shall be granted one step for each year of experience in the same activity.

32-4-4 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. Teachers 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.

32-5 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.

32-6 Calendar of Activities. Principals, after consulting with the PSC, 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.

32-7 Paid Class Coverage. The Board agrees to pay teachers directed to cover assignments for other teachers.

32-7-1 The amount paid the teacher or teachers covering the assignment would be prorated at the rate of \$21.57 per hour.

32-7-2 The teacher's school day may be extended the appropriate amount of time.



## APPENDIX A: Extended Leaves Of Absence

1. Association Activities Leave. The District agrees that up to three (3) teachers designated by the Association may, upon request, be granted a leave of absence for up to two (2) years, without pay, for the purpose of engaging in Association activities, local, state, or national.
  - a. Upon return from such leave, a teacher 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 teacher would have achieved if the teacher had remained actively employed during the period of absence.
  - b. When teachers indicate 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. This provision applies only when leave is for up to one (1) full school year.
2. ACTION Programs Leave. Leave for ACTION programs, VISTA and Peace Corps may be granted, without pay, to any full-time teacher who enlists for a period not to exceed two (2) years.
  - a. Upon return from such leave, a teacher will be placed on the salary schedule at the level the teacher would have achieved had the teacher remained actively employed during the period of absence.
  - b. Leave for ACTION Programs, VISTA and Peace Corps is for one (1) year at a time and the teacher must renew the leave for an additional year.
  - c. When teachers indicate 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. This provision applies only when leave is for up to one (1) full school year. If a position is held for the teacher's return, it shall be held for a maximum period of one year.
3. Military Leave. Emergency military leave as provided by Colorado Revised Statutes 1973, 28-3-602, may be granted without pay to any teacher who is inducted or enlists in active military services in time of war or other emergency declared by the proper authority of the State or the United States.
  - a. Upon return from such leave, a teacher will be placed on the salary schedule at the level the teacher would have achieved if the teacher had remained actively employed during the period of absence.
  - b. Military leave is for one (1) year at a time and the teacher must renew the leave each year thereafter for the duration of the period of such war or other emergency.

- c. When teachers indicate in writing, at the time of application for leave, that is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for up to one (1) full school year. If a position is held for the teacher's return, it shall be held for a maximum period of one year.
  - d. Military leave of up to fifteen (15) days in any calendar year without loss of pay or other benefits under the provisions of Colorado Revised Statutes 1973, 28-3-601, will be granted to any teacher who is a member of the National Guard or any other component of the military forces of the State or reserve forces of the United States and who is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law.
4. Maternity, Paternity and Adoption Leave. All full-time teachers will be granted maternity, paternity and/or adoption leave for up to two (2) years, without pay or increment, when requested in writing.
- a. A request for maternity, paternity or adoption 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.
  - b. The employee may use all or any portion of accumulated sick leave days, if determined to be medically necessary.
  - c. The period of probation for a teacher will be extended in accordance with the length of leave of absence pursuant to the Colorado Revised Statutes 1973, 22-63-112.
  - d. When teachers have indicated in writing, at the time of application for maternity, paternity or adoption leave, that it is their desire to return, every reasonable attempt will be made to return them to their vacated assignment. When required by law, the District will return the teacher to the vacated or equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. The District will not attempt to hold the teacher's vacated position open any longer than the teacher's original request of up to four (4) semesters, or as otherwise required by law. The teacher will be considered as part of that school staff while on leave. The vacated position will be posted and filled for the remainder of the semester or school year(s), unless the teacher indicates he/she will return sooner, in which case the position will be filled on a temporary basis until the regular teacher returns.
  - e. Should teachers find it necessary to extend their original maternity, paternity or adoption leave, they shall indicate, in writing, the additional time needed, not less than thirty (30) days prior to the original date of return. Upon return from such extended leave, a teacher will be assigned to the same position, if available, or if not, to a substantially equivalent position. The total leave requested shall not exceed four semesters.

f. Certain teachers are eligible for benefits under the Family and Medical Leave Act (FMLA). The District shall require FMLA-eligible teachers to utilize their FMLA leave concurrently with such leave. The District shall at the time of approving the teacher's request for such leave, give the teacher 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.

5. Family Illness Leave. A leave of absence of up to one (1) year, without pay or increment, will be granted to teachers for the purpose of caring for a sick member of the teacher's immediate family, as defined under the Family and Medical Leave Act (FMLA), who is suffering from a serious medical condition, and such leave may be extended for one (1) year.

When teachers indicate 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. When required by law, the District will return the teacher to the vacated or equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. This provision applies only when leave is for one (1) full school year or for second semester. If a position is held for the teacher's return, it shall be held for a maximum period of one year, unless otherwise required by law.

a. Certain District teachers are eligible for benefits under the Family and Medical Leave Act (FMLA). The District shall require FMLA-eligible teachers to utilize their FMLA leave concurrently with such leave. The District shall at the time of approving the teacher's request for such leave, give the teacher 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.

6. Extended Personal Illness Leave. Any teacher who suffers from a serious medical condition and such condition extends beyond accumulated sick leave allowable, will be granted a leave of absence of up to one (1) year without pay or increment, and such leave may be extended for one (1) year.

a. Request for such leave must be accompanied by a statement from an attending physician that such leave is medically necessary.

b. Request for such leave must also be approved by the Department of Employee Benefits. An external consultant may be used, but the District will make the final decision.

c. Upon return from such leave, a teacher will be assigned to the same position, if available, or, if not, to a substantially equivalent position. When required by law, the District will return the teacher to the vacated or equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

If a position is held for the teacher's return, it shall be held for a maximum period of one (1) year, unless otherwise required by law.

- d. Certain teachers are eligible for benefits under the Family and Medical Leave Act (FMLA). The District shall require FMLA-eligible teachers to utilize their FMLA leave concurrently with such leave. The District shall at the time of approving the teacher's request for such leave, give the teacher 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.

7. Extended Personal Illness Leave and Coverage by Long-Term Disability Insurance.

- a. Beginning September 1, 2003 short-term disability leave shall not be granted. Instead, the District shall provide long-term disability insurance for teachers.
  - i. When teachers indicate 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. When required by law, the District will return the teacher to the vacated or equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. This provision applies only when leave is for up to one (1) full school year. If a position is held for the teacher's return, it shall be held for a maximum of one year.
  - ii. Certain teachers are eligible for benefits under the Family and Medical Leave Act (FMLA). The District shall require FMLA-eligible teachers to utilize their FMLA leave concurrently with such leave. The District shall at the time of approving the teacher's request for such leave, give the teacher 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.
- b. Teachers who have been approved for this leave prior to September 1, 2003 shall continue with the leave under the terms in which it was granted.
  - i. Regularly appointed teachers who suffer from a serious medical condition, have completed at least ten (10) years of active service in the District will be granted, upon request, a one (1) year short-term disability leave of absence with one-half (1/2) pay.
  - ii. Upon return from such leave, the teacher 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 teacher would have achieved if the teacher remained actively employed during the period of absence.

- iii. Request for such leave must be approved by the Department of Human Resources. An external consultant may be used, but the District will make the final decision.
  - iv. Such leave of absence may be extended without pay or increment for an additional year.
  - v. Maternity, paternity and/or adoption conditions are eligible for this type of leave.
  - vi. When teachers indicate 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. When required by law, the District will return the teacher to the vacated or equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. This provision applies only when leave is for one (1) full school year or for second semester. If a position is held for the teacher's return, it shall be held for a maximum period of one year, unless otherwise required by law.
  - vii. Certain teachers are eligible for benefits under the Family and Medical Leave Act (FMLA). The District shall require FMLA-eligible teachers to utilize their FMLA leave concurrently with such leave. The District shall at the time of approving the teacher's request for such leave, give the teacher 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.
8. Elective Office Leave. A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition.
- a. Non-probationary teachers may be granted a leave of absence without pay in order to run for, or serve in, public office.
  - b. When teachers indicate 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. This provision applies only when leave is for up to one (1) full school year. If a position is held for the teacher's return, it shall be held for a maximum of one year.
9. Travel, Study, or Research Leave. Non-probationary teachers may be granted, upon request, leave of up to one (1) year without pay or increment for professional study, travel, or research. Written requests for leave must be received thirty (30) days prior to the start of a semester or trimester as appropriate.
- a. Such leaves may be extended up to one (1) year without pay or increment.

- b. When teachers indicate 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. This provision applies only when leave is for up to one (1) full school year. If a position is held for the teacher's return, it shall be held for a maximum of one year.
10. Overseas Dependent Schools Leave. Non-probationary teachers may be granted leave without pay to take a position in Overseas Dependent Schools.
- a. Leave will be granted for one (1) year and may be extended for one (1) additional year.
  - b. Upon return, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had remained actively employed during the period of absence.
  - c. When teachers indicate 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. This provision applies only when leave is for up to one (1) full school year. If a position is held for the teacher's return, it shall be held for a maximum of one year.
11. Vocational Education Proficiency Leave. The District agrees to grant to the vocationally qualified full-time teachers who are representatives of Business and Office Distributive Education, Home Economics, and Trades and Industry, the following considerations.
- a. Proficiency leave guaranteeing full pay for one (1) year of one hundred eighty-one (181) school days, provided:
    - i. Proficiency leave would include work experience to upgrade teaching ability.
    - ii. Work experience wages shall be returned to the District up to an amount of present salary.
  - b. Proficiency leave incorporating half-pay for one (1) year, with permission to gain work experience.
    - i. Upon return, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had remained actively employed during the period of absence.
    - ii. When teachers indicate 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 providing they return from leave at the beginning of the

first or second semester. If a position is held for the teacher's return, it shall be held for a maximum of one year.

- iii. The District and the Association agree that the District will make every effort to ensure that all District vocational reimbursable programs will be taught by vocationally credentialed teachers in accordance with current state regulations.

12. General Leave. General leave of absence may be granted to a non-probationary teacher, as defined in Article 1-1, without pay, increment, or benefits when such teacher 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 stated.
- b. Applications for general leave of absence must be filed by the date established by the Department of Human Resources for making such 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. A general leave of absence may be extended for one (1) year increments without pay or increments for up to two (2) years.
- d. Every reasonable effort will be made to return an employee to their position for a period of one year.
- e. Time spent on a general leave of absence will not be accredited for seniority purposes.

13. Corporate Internship Leave. Non-probationary teachers who have completed at least five (5) continuous years of full-time service in the District may be granted, upon request, leave of up to one (1) year without pay or increment to participate in corporate internship programs. Written requests for leave must be received at least thirty (30) days prior to the beginning date leave is requested.

- a. Such leaves may be extended up to one (1) year without pay or increment.
- b. When teachers indicate 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. This provision applies only when leave is for up to one (1) full school year. If a position is held for the teacher's return, it shall be held for a maximum of one year.

14. Sabbatical Leaves of Absence.

- a. Sabbatical leaves of absence are granted to non-probationary teachers for professional improvement, upon recommendation by the Superintendent.
  - i. Requests for sabbatical leaves of absence must be received by the Department of Human Resources, in writing, in such form as may be required by the Department of Human Resources, by the date established by the Department of Human Resources for making such application preceding the semester of the school year in which the sabbatical leave is requested, except in the case of emergencies.
  - ii. The teacher must have completed at least five (5) consecutive, full school years of full-time service as a teacher in the District, in order to be eligible to request a sabbatical leave.
  - iii. Teachers on sabbatical leaves of absence will be paid at one-half (1/2) of their annual salary rate.
  - iv. Flex dollars will be provided to be used in the District's cafeteria plan.
  - v. The teacher shall agree to return to employment with the District for one (1) full year in the event of a one-half (1/2) year leave of absence, or two (2) full years in the event of a full year leave.
  - vi. The teacher shall agree to notify the Department of Human Resources for approval of any projected changes in the teacher's plan for professional improvement.
  - vii. The teacher returning from a sabbatical leave of absence shall submit, to the Department of Human Resources, a report containing transcripts of all college and university study while on leave, a description of travel and all other items of information pertinent to an appraisal of the teacher's program.
- b. Upon return from sabbatical leave, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had remained actively employed during the period of absence.
- c. A year spent on sabbatical leave will count toward the career increments as a year of active teaching service.
- d. Effective June 1, 1979, a year spent on sabbatical leave will count as a year of active service for retirement, provided the teacher pays the difference between sabbatical leave retirement withholding and the full retirement amount.
- e. When teachers have indicated, at the time of application for sabbatical leave, that it is their desire, every reasonable attempt will be made to return them to their vacated



assignment. Such vacated positions will be posted as one (1) semester only or one (1) year only. If a position is held for the teacher's return, it shall be held for a maximum period of one (1) year.

- f. A sabbatical leave of absence may be extended, without pay or increment, for one (1) additional year.

15. 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.
- b. The time spent on extended leaves of absence shall not be counted towards the requisite three (3) year probationary period for obtaining non-probationary teacher status.
- c. Except in unusual circumstances, or when the general leave is being used, no combination of leaves of absence shall exceed two (2) consecutive full years.
- d. Teachers shall continue to accrue seniority in the District while on approved extended leaves, except that seniority shall not accrue while a teacher is on general leave.
- e. Except to the extent required pursuant to the Family and Medical Leave Act (FMLA), or pursuant to this Agreement's provisions regarding Sabbatical Leaves of Absence, employee benefits will not be provided to a teacher while on extended leave of absence.

## **APPENDIX B: Helpful Links**

**DCTA Contract and MOUs:** [http://hr.dpsk12.org/bargaining\\_units/dcta.shtml](http://hr.dpsk12.org/bargaining_units/dcta.shtml)

**Basic Fairness and Due Process Guidelines:** [http://hr.dpsk12.org/bargaining\\_units/dcta.shtml](http://hr.dpsk12.org/bargaining_units/dcta.shtml)

**Salary Guidelines:** [http://hr.dpsk12.org/bargaining\\_units/dcta.shtml](http://hr.dpsk12.org/bargaining_units/dcta.shtml)

**Denver Public Schools Evaluation Form:** [http://hr.dpsk12.org/hr\\_forms/evaluation\\_forms.shtml](http://hr.dpsk12.org/hr_forms/evaluation_forms.shtml)

**DPS / DCTA Level One Grievance Disposition Form:**  
[http://hr.dpsk12.org/bargaining\\_units/dcta.shtml](http://hr.dpsk12.org/bargaining_units/dcta.shtml)

**Denver Public Schools BOE Policy BDFH - Collaborative School Committees:**  
<http://ed.dpsk12.org:8080/policy/FMPro?-db=policy.fp3&-format=detail.html&-lay=html&-sortfield=File&-op=cn&FullPolicy=school%20committee&-recid=33036&-find=>

**Denver Public Schools BOE Policy JK – Student Discipline:**  
<http://ed.dpsk12.org:8080/policy/FMPro?-db=policy.fp3&-format=detail.html&-lay=html&-sortfield=File&File=JK&-recid=32883&-find=>

**Denver Public Schools BOE Policy GDBD – Employee Fringe Benefits:**  
<http://ed.dpsk12.org:8080/policy/FMPro?-db=policy.fp3&-format=detail.html&-lay=html&-sortfield=File&-op=cn&FullPolicy=health%20benefits%20board&-recid=32791&-find=>

## **APPENDIX C: Market Compensation and Budget Priorities Task Force**

DPS and DCTA will re-convene the Market Compensation Task Force. The Task Force will be comprised of four appointees each by the DCTA President and the Superintendent, one Community member each appointed by the DCTA President and the Superintendent, and one Community member appointed by the mutual agreement of the DCTA President and the Superintendent. The Task Force will make recommendations regarding the further implementation of the recommendations of the Task Force (issued in January, 2005) following a review of current conditions, the District's budget, and financial resources. In accomplishing this, the Task Force will:

1. Review and prioritize the existing recommendations and any new recommendations that might be appropriate.
2. Develop specifics for each of the recommendations.
3. Identify costs associated with each recommendation.
4. Recommend possible funding sources for achieving recommendations. When performing this function, the Task Force will be expanded by the addition of two representatives elected from DAEOP, CWA, DFP, FSA, FMA, ATU, ABG, and DASA. The listed groups who do not have an elected member may have an observer at the meetings.

The District will provide the Task Force with budget data in the format requested by the Task Force.

Recommendations will be presented by the Task Force to the Board of Education and the DCTA Board of Directors in a joint session by January 31, 2006. The Board of Education and the DCTA Board shall consider and respond to the recommendations of the Task Force.

IN WITNESS WHEREOF, the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective Secretaries this \_\_\_\_\_ day of October, 2008.

DENVER CLASSROOM TEACHERS  
ASSOCIATION

SCHOOL DISTRICT NO. 1 IN THE  
CITY AND COUNTY OF DENVER

By \_\_\_\_\_  
Kim Ursetta, President

By \_\_\_\_\_/s/\_\_\_\_\_  
Theresa Peña, President  
Board of Education

ATTEST:

ATTEST:

By \_\_\_\_\_  
Barbara Bennett, Secretary

By \_\_\_\_\_/s/\_\_\_\_\_  
Jill Conrad, Secretary  
Board of Education

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# AGREEMENT

between

School District No. 1

in the City and County of Denver, State of Colorado

and

Denver Classroom Teachers Association

## PROFESSIONAL COMPENSATION SYSTEM FOR TEACHERS



March 20, 2004 to December 31, 2013

Amended January 2005

Amended August 2005

Amended August 2006

Amended August 2008

[www.DenverProComp.org](http://www.DenverProComp.org)

[www.denver.k12.co.us](http://www.denver.k12.co.us)

[www.denverclassroom.org](http://www.denverclassroom.org)

# **AGREEMENT**

## **Professional Compensation System for Teachers**

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## 1 Purpose and Goals

1.1 **Purpose.** The Joint Task Force on Teacher Compensation prepared the Professional Compensation System for Teachers in fulfillment of the charge approved and given to them by the Board of Education and the Denver Classroom Teachers Association Board of Directors. The Professional Compensation System for Teachers is intended to couple teacher compensation more directly with the missions and goals of the Denver Public Schools and the Denver Classroom Teachers Association.

1.2 **Goals of the Professional Compensation System.** The Professional Compensation System for Teachers addresses four goal areas.

- **Motivational Goals** – Any compensation system should motivate teachers to achieve specified goals by providing additional compensation for achievement of specified goals. These goals include but are not limited to setting high standards, enhancing the achievement of all students, closing the gap between lower performing and higher performing students, performing specified additional duties (e.g. coaching, committee work, special assignments) and participating in professional development. In order to accomplish this mission, specific measurement of goal achievement must be clearly defined and mutually agreed upon. In some cases (e.g. additional duties) this will be easily measured, while in other cases (e.g. student achievement), measurement is a significant issue in itself. Compensation systems should be positive rather than punitive.
- **Career Goals** – Any compensation system should provide appropriate compensation to attract, motivate and retain high quality teachers in all specialties over the course of a career. These goals would include economic and professional growth for teachers as they move through a career. In order to meet professional and monetary career needs, these goals will enhance and enable the transition between classroom teaching and jobs outside the classroom. Thus, any compensation system should establish effective competition with other employers (including non-educational employers).
- **Professional Goals** – Any compensation system should enhance the professional standing and dignity of teachers. It should allow a teacher the ability to take on additional professional responsibilities and be compensated. Risk taking and innovation in the pursuit of professional achievement should be encouraged and rewarded. Compensation systems should be positive rather than punitive.
- **System Goals** – Any compensation system should be affordable, manageable, equitable, sustainable, comprehensive, flexible and understandable by those who would be a part of it. The system should attempt to solve only those problems that could not be more effectively and appropriately addressed through other means.

1.3 **The Professional Compensation System for Teachers Shall Be a Collaborative Endeavor Between the Denver Public Schools and the Denver Classroom Teachers Association.** The experience of the Pay for Performance Pilot and the Joint Task Force on Teacher Compensation, and the research findings of the Community Assistance Center in their study of the Pay for Performance Pilot, *Catalyst for Change*, affirm the importance of collaboration when making lasting and significant changes in our schools. Therefore the District and Association enter into this Agreement in the same spirit of collaboration established in the Statement of Beliefs and Framework for Partnership in the Master Agreement. In fulfillment of this commitment to collaboration, the District and Association agree to share responsibility for the development, implementation, evaluation and renegotiation of all initiatives described herein.

## **2 Authority of this Agreement**

**2.1 Relation of this Agreement to the Master Agreement.** This Agreement establishes the framework for the Professional Compensation System for Teachers, including the basic commitments made by the District and Association necessary to develop and implement the Professional Compensation System for Teachers, as well as the terms, conditions and entitlements for compensation for teachers who opt in to the Professional Compensation System for Teachers. The Master Agreement governs all other terms, conditions and entitlements of employment for all members of the DCTA bargaining unit unless explicitly set forth in this Agreement. The Master Agreement governs all terms, conditions and entitlements of employment for teachers who do not enter the Professional Compensation System for Teachers.

### **2.2 General Provisions of this Agreement.**

- 2.2.1 This Agreement constitutes District policy for the term of said Agreement and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
- 2.2.2 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 of Education and the Association in accordance with section 2.5 of this Agreement.
- 2.2.3 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of the Agreement or any application of this Agreement to any teacher covered hereby is found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.
- 2.2.4 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. In the case of a direct conflict between this Agreement and the Master Agreement, the following general principles shall apply:
  - 2.2.4.1 This Agreement applies only to the compensation of those teachers who have entered the Professional Compensation System for Teachers.
  - 2.2.4.2 The District and the Association are bound to perform all charges set forth in either Agreement.
- 2.2.5 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.
- 2.2.6 The District and Association agree to abide by the provisions of this Agreement in good faith and apply them equally to all employees without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, and consistent with the provisions of the Americans with Disabilities Act, membership or official activities in any teacher organization or such other specified human or civil rights as may be protected by statute.
- 2.2.7 The Board and the Association shall mutually publish this Agreement. They shall ensure that each principal or supervisor of bargaining unit members and each association representative shall have a copy and be able to provide hard copies to teachers upon request. In addition, they shall publish this Agreement on their websites. Any changes to this Agreement shall be published on their websites as soon as reasonably possible following ratification. Teachers newly hired will be directed to the website in order to review the Agreement before hiring.



- 2.2.8 The District and Association affirm that the provisions of this contract satisfy the requirements of CRS 22-63-401, which requires the Board of Education to adopt a salary schedule that may be by job description and job definition, a teacher salary policy based on the level of performance demonstrated by each teacher.
- 2.3 **Covered Employees.** This Agreement covers all members of the DCTA bargaining unit who enter the Professional Compensation System for Teachers according to section 6 of this Agreement. The compensation system of the Master Agreement between Denver Public Schools and the Denver Classroom Teachers Association shall cover all teachers who do not enter this system. All teachers hired on or after January 1, 2006 shall be compensated according to this Agreement.
- 2.4 **Effective Dates.** This Agreement shall become effective immediately upon ratification by the Board of Education and the members of the Denver Classroom Teachers Association, except for provisions that have their own dates embedded in them, and shall remain in full force and effect until December 31, 2013.
- 2.4.1 After October 1, 2007 and October 1, 2010, upon request by either party, the Board and the Association shall enter into negotiations to make changes to the Professional Compensation System for Teachers. Such negotiations shall be informed by internal and external evaluation of the Professional Compensation System for Teachers conducted according to section 4.3. Such negotiations shall be concluded no later than December 1, unless extended by mutual consent.
- 2.4.2 This Agreement shall be modified annually by collective bargaining in accordance with Articles 4 and 6 of the Master Agreement in compliance with CRS 22-32-110(5), which requires the annual negotiations of salary and benefits.
- 2.5 **Negotiating Procedures.** Negotiation of this Agreement shall be conducted according to the provisions of Articles 4 and 6 of the Master Agreement. Changes to this Agreement must be ratified by the Board of Education, the members of the Denver Classroom Teachers Association following presentation to the Trust Board.
- 2.6 **Enforcement of this Agreement.** This Agreement shall be enforced according to the Framework for Partnership and Article 7 of the Master Agreement, except that compensation decisions shall be subject to binding professional review. Binding professional review shall be developed and conducted as follows:
- 2.6.1 **Binding Professional Review.** Should a teacher disagree with a compensation decision governed by one of the elements of the Professional Compensation System for Teachers, the decision shall be reviewed by a teacher and an administrator or principal selected from the Professional Review Panel.
- 2.6.1.1 **Professional Review Panel.** The Professional Review Panel shall be composed of a minimum of 5 DCTA members and 5 principals or administrators. The panel shall have representation from several disciplines.
- 2.6.1.2 **Selection.** Members of the Professional Review Panel shall be selected using an interview process conducted by a committee assembled by the Department of Human Resources with oversight by the Transition Team of the Professional Compensation System for Teachers. Members of the Professional Review Panel shall serve a two-year term. Terms shall be overlapping. To ensure overlapping terms, two teachers and two administrators shall be selected to one-year terms, and three teachers and three administrators shall be selected to two-year terms.
- 2.6.1.3 **Training.** The panel shall receive training in the Professional Compensation System for Teachers and mediation/problem solving skills. The Transition Team shall commission the training.

- 2.6.1.4 **Notification.** Teachers shall notify the Department of Human Resources and the Association of their request for binding professional review in writing within 20 workdays from the receipt of the paycheck that records the disputed decision.
- 2.6.1.5 **Decision Making Process.** Upon notification, two panelists, one teacher and one administrator, shall be selected randomly from the professional review panel to review the disagreement. Following a hearing where both the teacher and the decision-making administrator present the facts of their dispute, the panelists shall consider the merits of the disagreement. If the panelists can reach consensus on action to be taken, they will issue a decision, which shall be implemented. If the panelists cannot reach consensus on the action to be taken, the original compensation decision will stand.
- 2.6.1.6 **Timeline for Professional Review.** Professional review will be completed within 20 workdays of notification unless the teacher agrees to an extension.
- 2.6.1.7 **Binding Decisions.** All decisions made under this procedure shall be final and binding and not subject to the grievance procedure. With this binding decision no litigation shall be filed on the basis of the provisions of this Agreement in relation to the compensation decision under review.
- 2.6.1.8 **Annual Report.** At the end of every school year, the Professional Review Panel shall, according to appropriate personnel practice, present to the Transition Team a summary of the cases it has reviewed during the course of the year, including the decisions of panel members, and its findings and recommendations based on a year of professional review, including identification of future training needs for teachers, principals, schools and the system.
- 2.6.1.9 The Department of Human Resources shall maintain the procedures and practices for professional review. The Transition Team will review and approve any substantive changes to these procedures and practices.

### **3 Guiding Principles of the Professional Compensation System for Teachers.**

- 3.1 **The Professional Compensation System for Teachers Shall Be Fully Funded.** The Professional Compensation System for Teachers shall not be implemented unless it is fully funded based on continuing revenue.
  - 3.1.1 Revenue from the 2005 mill levy override (also known as the ProComp mill levy) will fund the Professional Compensation System for Teachers. All funds from the ProComp mill levy will be dedicated only to the Professional Compensation System for Teachers and placed in the trust fund described in section 4.1 of this Agreement.
- 3.2 **The Master Agreement's Salary Schedule Shall Be Maintained.** The District and Association shall maintain the salary schedule in the Master Agreement until the last person on the Master Agreement's salary schedule retires, terminates employment, otherwise leaves the bargaining unit, or enters the Professional Compensation System for Teachers.
- 3.3 **One Compensation System Shall Not Be Favored Over The Other.** Except for adjustments to ProComp that utilize revenue from the 2005 mill levy override (the ProComp mill levy), increases and decreases shall be made on an equal percent basis to the Master Agreement's Salary Schedule and the Professional Compensation System for Teachers.

**3.4 There Shall Be No Quotas in the Professional Compensation System for Teachers.**

All teachers who fulfill the criteria for payment under an element shall have complete access to compensation. No quotas for the number of teachers shall limit the compensation of teachers under any element of the Professional Compensation System for Teachers. The elements of the compensation system may be adjusted through the collective bargaining process based on experience and the financial model.

**3.5 All Positions in the Bargaining Unit Shall Be Effectively Integrated into the Professional Compensation System for Teachers.**

The District and Association recognize that the DCTA bargaining unit is a diverse group of education professionals whose work is not easily generalized under a single compensation system. For that reason, the District and Association will actively engage different groups of bargaining unit members to ensure that the Professional Compensation System for Teachers is appropriately and fairly adapted for the jobs they do for the district.

**3.5.1 Student Services Committee.** If the District and the Association anticipate making changes in the compensation of these bargaining unit members, they shall ensure that bargaining unit members in this group shall participate in the process of making those changes.

**3.5.2 Counselors and Student Advisors Committee.** If the District and the Association anticipate making changes in the compensation of these bargaining unit members, they shall ensure that bargaining unit members in this group shall participate in the process of making those changes.

**3.5.3 Integration of JROTC Compensation System.** The Association and the District shall ensure that JROTC instructors are, to the extent allowed by the District's agreement with the federal government, fairly and adequately integrated into the Professional Compensation System for Teachers.

**3.6 Joint Commitment to Professional Development.** The District and Association recognize the importance of professional development for principals, teachers and administrators to the long-term success of the Professional Compensation System for Teachers. The Transition Team of the Professional Compensation System for Teachers shall monitor and regularly advise the District and Association about all professional development related to the Professional Compensation System for Teachers.

**4 Governance, Oversight and Evaluation of the Professional Compensation System for Teachers.**

**4.1 The District and Association shall establish a trust fund (hereafter referred to as the trust) created by the passage of a successful mill levy override election and such other moneys as may be earmarked, including interest earned on the principal for the purpose of funding the Professional Compensation System for Teachers.** 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 Teachers and only in keeping with the terms and conditions of this Agreement, the ballot language approved by the voters in the mill levy override election, and the goals of the Professional Compensation System for Teachers. The ballot language is included as Appendix A of this Agreement.

**4.1.1 The Teacher Compensation Trust Fund Shall Be Governed by a Board of Directors.** The Board of Directors of the Teacher Compensation Trust Fund (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 Teachers and only in keeping with the terms and conditions of this Agreement, the ballot

language approved by the voters in the mill levy override election, and the goals of the Professional Compensation System for Teachers. Should the Trust Board at any time determine that the funds have not been spent on the Professional Compensation System for Teachers, or according to the terms and conditions of this Agreement and the goals of the Professional Compensation System for Teachers, 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.

- 4.1.2 **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. 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 Board of the Teacher Compensation Trust Fund 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.
- 4.1.2.1 **Initial Selection of Board Members and Phasing of Terms.** The District and Association shall appoint their representatives no later than 90 days after ratification of this Agreement. The District and Association representatives shall select community representatives no later than 30 days after they convene for their first meeting. Initial director terms shall be staggered to create future overlapping terms. One Association representative and one District representative shall hold a one-year term. One Association representative and one District representative shall hold a two-year term. One Association representative and one District representative shall hold a three-year term. One community representative shall hold a two-year term. One community member shall hold a three-year term.
- 4.1.2.2 **Decision Making.** The Trust Board shall make decisions only when a majority of five or more members agree.
- 4.1.3 **Duties.** The Trust Board is assigned the following specific duties in fulfillment of their charge described in section 4.1.1 of this Agreement:
- 4.1.3.1 Being well informed and trained about their fiduciary responsibilities as directors.
- 4.1.3.2 Use Trust assets to pay for any work done at either the request of the Transition Team, or its own discretion to operate, audit, or make adjustments to the long-term Financial Model of the Professional Compensation System for Teachers described in section 7.9 of this Agreement.
- 4.1.3.3 Prepare annually for the Transition Team a report on the financial performance of the Trust, which the Transition Team will use to inform its assumptions for the long-term financial model.
- 4.1.3.4 Provide the Transition Team with the assumed rate of return on investments over a 30-year rolling period to be used in the long-term financial model.
- 4.1.3.5 Direct the Transition Team to provide, no later than June 15<sup>th</sup> of each year, a report on the ProComp assumptions that inform the long-term financial model and the investment strategy for the Trust, including the assumed rate of return on investments made by the Trust.
- 4.1.3.6 Approve or deny the Transition Team's proposed expenditures from the Trust for compensation of teachers, administration of ProComp and the ProComp fiscal model. The Trust Board shall approve or deny adjustments to the

annual budget made at the request of the Transition Team within 45 days of the initial request.

4.1.3.7 The Trust may deny approval of the Transition Team annual expenditure proposal for only any of the following conditions:

1. The projected assets, including projected tax revenues and return on investments, are not sufficient to honor all the projected expenditures and obligations for each of the years of the rolling 30-year time period designated in Section 4.1.3.2 of this Agreement
2. The costs are modeled on an assumed rate of return other than the rate provided by the Trust Board required by Section 4.1.3.4 of this Agreement, and the Trust Board finds that this materially affects the sufficiency of projected assets as determined according to Section 4.1.3.7, paragraph 1.
3. Projected administrative costs are in excess of those established in section 4.1.3.12 of this Agreement, and the Trust Board finds that this materially affects the sufficiency of projected assets as determined according to Section 4.1.3.7, paragraph 1.
4. The Trust Board finds that the assumptions for the fiscal model provided according to section 4.1.3.5 are not reasonable.
5. The proposal results in projected Trust assets at the end of the 30-year rolling time period that are less than the projected liabilities for the 30-year rolling time period.

4.1.3.8 Authorize transfer of funds to the district in accordance with the approved annual ProComp plan and approved adjustments.

4.1.3.9 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.

4.1.3.10 Invest the fund balances held by the Trust assuming:

- All assumptions provided by the Transition Team including projected timing of expenditures
- The Trust shall not run a deficit within a 30-year rolling time period

4.1.3.11 Analyze the variance provided by the district between annual projected and actual ProComp expenditure budget, and in the event that the total annual cash flow varies by more than 10% of the total projected annual cash flow, the Trust Board shall direct the Transition Team, to recommend adjustments in its fiscal assumptions for the upcoming budget year within 45 days of the Trust Board's directive..

4.1.3.12 Spend no more than 5% of the Trust's annual mill levy receipts per year on the cost of administering ProComp. The Transition Team will approve these expenditures annually. These expenditures do not include any costs for operating or maintaining the long-term financial model of ProComp.

**4.2 A Transition Team Shall Monitor the Phase-in of the Professional Compensation System for Teachers and Regularly Advise the Association, the District and the Trust Board.** The District and Association recognize that it is the responsibility and duty of the District to administer all aspects of the Professional Compensation System for Teachers. The purpose of the Transition Team is to ensure that the administration of the Professional Compensation System for Teachers 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 Professional Compensation System for Teachers.

- 4.2.1 **The Transition Team shall develop, implement and evaluate a Transition Plan.** The Transition Plan shall inform and articulate the phase-in of the Professional Compensation System for Teachers.
- 4.2.1.1 Changes to the Transition Plan shall incorporate the best practices and guiding principles that were developed by the Pay for Performance Design Team, the Joint Task Force for Teacher Compensation and the applicable requirements of the Master Agreement. These practices include reliance on research, close collaboration between the District and Association, feedback from practitioners, experience from pilot programs, formal evaluation and applying this information to modify future practice.
- 4.2.1.2 The Transition Plan shall identify the work that needs to be completed in order to fully implement the Professional Compensation System for Teachers including the development of District and Association capacity. The Transition Plan shall address each element and guiding principle of the Professional Compensation System for Teachers as defined in this Agreement, as well as the operation of the phase-in of the system.
- 4.2.1.3 The Transition Plan shall include a process to review and evaluate the progress of the Professional Compensation System for Teachers with the intention of institutionalizing the improvements developed in the course of enacting the plan.
- 4.2.1.4 The Transition Plan shall include effective communications structures to ensure that all interested parties have full and consistent information about the principles and implementation of the plan.
- 4.2.2 **Composition.** The composition of The Transition Team shall have an equal District and DCTA representation including at least one representative from the student services professions based on needs determined in the Transition Plan.
- 4.2.2.1 Release time for members of the Transition Team will be provided based on needs determined by the Transition Plan and available funding. The District and the Association shall collaborate to develop external funding for these release time assignments.
- 4.2.3 **The Design Team shall complete the first draft of the Transition Plan by the end of the 2003-2004 school year.** Beginning with the 2004-2005 school year, the Transition Team will monitor the Transition Plan and approve any changes to the plan. Revisions of the Transition Plan may lead to changes in this Agreement or the Master Agreement according to the provisions of Articles 4 and 6 of the Master Agreement.
- 4.2.4 **Presentation of the Transition Plan.** The Transition Team shall present the Transition Plan to the Board of Education, the DCTA Board of Directors and the Trust Board no less than once annually, including once in conjunction with the annual internal evaluation of the Professional Compensation System for Teachers.
- 4.2.5 **Publication of the Transition Plan.** The District and the Association will publish the Transition Plan on the website for the Professional Compensation System for Teachers, [www.DenverProComp.org](http://www.DenverProComp.org).
- 4.2.6 **Decision Making.** When making decisions to develop, implement or revise the Transition Plan, the Transition Team shall make decisions by consensus.
- 4.2.7 **Publication of Operational Documents.** The various departments shall publish the policies, procedures, approved by the Transition Team.
- 4.2.8 The Transition Team will remain in effect through the term of the ProComp Agreement.

**4.3 The District and Association Shall Jointly Commission Both an Annual Internal Evaluation and an Evaluation by an Independent, Third Party Evaluator of the Professional Compensation System for Teachers.** In addition to the items specified below, both internal and external evaluations shall examine the effectiveness and appropriateness of all guidelines, rules, policies and procedures specified by this agreement or otherwise created for the implementation and administration of ProComp.

**4.3.1 Internal Evaluation.** The Department of Human Resources shall develop or commission the development of measures of performance of the elements of the Professional Compensation System for Teachers to be used in the annual evaluation and recommend them to the District, the Association and the Trust Board. This evaluation shall include analysis of the implementation of the system and its effectiveness at achieving District and Association mission and goals and in keeping with the terms and conditions of this Agreement, the ballot language approved by the voters in the mill levy override election, and the goals and elements of the Professional Compensation System for Teachers. Based on this annual evaluation, the Transition Team shall review and approve findings and recommendations for improvement to the Board of Education, the DCTA Board of Directors and the Trust Board. The evaluation shall be completed annually no later than November of each school year.

**4.3.2 Third Party Evaluation.** According to District procurement procedures, the District and Association shall jointly charge an independent, third party evaluation of the Professional Compensation System for Teachers. This evaluation shall examine the implementation of the system and its effectiveness at achieving District and Association mission and goals and in keeping with the terms and conditions of this Agreement, the ballot language approved by the voters in the mill levy override election, and the goals and elements of the Professional Compensation System for Teachers. This evaluation shall offer findings and recommendations for improvement of the system. This evaluation shall be presented to the Board of Education, the DCTA Board of Directors and the Trust Board in November 2009, prior to when the District and Association commence negotiations on the Professional Compensation System for Teachers, thus ensuring that those negotiations shall be supported by data.

**4.3.2.1** The Transition Team of the Professional Compensation System for Teachers shall recommend the evaluator to the District and Association no later than April of 2008.

**4.3.2.2** The Department of Human Resources shall develop measures of performance of the elements of the Professional Compensation System for Teachers to be used in their evaluation. The Transition Team will review these measures and, once approved, recommend them to the evaluator.

**4.3.2.3** The District and the Association shall collaborate to develop external funding for the independent, third party evaluation of the Professional Compensation System for Teachers. If external funding is not developed then alternative methods, including the use of mill levy revenue, may be used to obtain the third party evaluation.

## **5 Phase-in of the Professional Compensation System for Teachers.**

**5.1 The Professional Compensation System for Teachers will be gradually implemented.**

**5.1.1 Milestones.** The broadest milestones of this phase-in are as follows:

- 2005-2006 school year: limited implementation of market incentives, tuition reimbursement and distinguished school incentives, beginning January 1, 2006.

- 2006-2007 school year: all elements of the system will be implemented.
- 2007-2008 school year: all elements of the system will continue to be implemented and all elements of the system will be evaluated according to section 4.3 of this Agreement prior to renegotiation of this Agreement in fall 2010.

5.1.2 In the event that the Transition Team determines the milestones in 5.1.1 are not met leading to the inability of teachers to receive the equivalent economic value of the Professional Compensation System for Teachers, then individual members of the bargaining unit who have previously opted-in would be allowed to opt out.

## **6 Entering the Professional Compensation System for Teachers.**

**6.1 Option for Teachers Hired Before January 1, 2006 to Enter the Professional Compensation System for Teachers.** Teachers hired by the District before January 1, 2006 shall have the option of joining the system or remaining on the salary schedule in the Master Agreement. Teachers hired January 1, 2006 or later shall enter the Professional Compensation System for Teachers and shall be paid according to the provisions of this Agreement.

6.1.1 Beginning in the 2006-2007 school year and in every school year through 2011, opt-in windows shall occur between November 1 and June 30.

6.1.1.1 Teachers may only opt in after having a salary-setting meeting.

6.1.1.2 Teachers shall be able to opt into ProComp by October 15, 2008. Teachers must have a salary setting meeting before they can opt in to ProComp.

6.1.2 Teachers who enter the Professional Compensation System for Teachers will not have the option of returning to the Master Agreement's salary schedule.

6.1.3 Beginning May 2004, the Department of Human Resources shall be responsible for providing teachers with data to inform their decision whether to enter the Professional Compensation System for teachers, including an online teacher compensation calculator.

**6.2 Compensation for Teachers Hired before January 1, 2006 Who Enter the Professional Compensation System for Teachers.**

**6.2.1 Teacher Salary Upon Entering the Professional Compensation System for Teachers.** At any time when a DPS Teacher hired before January 1, 2006 enters the Professional Compensation System for Teachers, their annual earnings shall be the sum of their current rate of salary earned under the Master Agreement up to the point of entry into the Professional Compensation System for Teachers plus any salary and non-base building incentives earned under this Agreement.

6.2.2 Teachers who enter the Professional Compensation System for Teachers as it is being phased-in shall be compensated as follows:

6.2.2.1 Teachers who enter the Professional Compensation System for Teachers in the window for the 2005-2006 school year shall receive all base building incentives for experience, longevity and education they would otherwise receive under the Master Agreement's salary schedule. In addition, those teachers shall be eligible to receive market incentives and distinguished school non-base building incentives according to section 5.1.1 of this Agreement.

6.2.2.2 Teachers who enter the Professional Compensation System for Teachers in the window for the 2005-2006 school year or the window for the 2006-2007 school year will receive credit for hours or degrees not already used for advancement toward the next education lane on the Master Agreement's



salary schedule. Credit shall be awarded on a basis pro-rated for the number of semester credits they have earned in proportion to the number necessary to advance to the next education lane. The Department for Human Resources shall determine the number of semester credits a teacher shall be granted based on the District Guidelines for Salary Schedule Placement and Advancement.

6.2.3 When non-probationary teachers enter the Professional Compensation System for Teachers on a non-evaluation year, they shall receive a base building incentive of 1% of index each year for no more than two years until they are synchronized with the timeline for conducting teacher evaluation. When non-probationary teachers enter the system on an evaluation year they shall receive a base building incentive of 3% of index the following year for satisfactory performance according to section 7.4.3.

**6.3 Option for Teachers Hired Before the Beginning of the 2008-2009 School Year to Exit the Professional Compensation System for Teachers.** Teachers with an effective date of hire before September 1, 2008 shall have the option to exit the Professional Compensation System for teachers by October 15, 2008. Teachers must have a salary setting meeting before they can opt out..

6.3.1 **Salary Placement for Teachers Who Opt Out of ProComp.** Teachers who opt out of the Professional Compensation System for Teachers will be entitled to all increases in base salary earned under ProComp prior to their decision to opt out, including increases for Student Growth Objectives, Comprehensive Professional Evaluation, Professional Development Units, Exceeds Expectations on the CSAP (based on 2007-2008 rules), and Advanced Licenses or Degrees.

6.3.1.1 Effective the next pay period after deciding to opt out, the teacher will no longer be eligible for any ProComp incentives. The district shall not reclaim discontinued ProComp incentives.

6.3.2 **Salary Advancement for Teachers Who Opt Out of ProComp.** Individuals who opt out will not lose money from their current salary. Current salary means money earned through Student Growth Objectives, Comprehensive Professional Evaluation, Professional Development Units, Exceeds Expectations on the CSAP (based on 2007-2008 rules), and Advanced Licenses or Degrees and current cost of living adjustments. They will move to the traditional schedule with their salary intact and will be placed on the schedule where they would have been if they were not in ProComp. Aside from negotiated cost of living adjustments, these individuals will not realize monetary increases on the schedule until their salary meets or is less than the appropriate cell. Likewise, individuals will not be eligible for monetary increases from horizontal and vertical advancement on the schedule until their salary meets or is less than the appropriate cell to which they would advance.

6.3.3 **Opt Out Decision is Final.** Teachers who opt out of the Professional Compensation System for Teachers shall not be permitted to opt in to ProComp at a future date.

## **7 Components and Elements of the Professional Compensation System for Teachers**

**7.1 Organization into Components and Elements.** The Professional Compensation for Teachers is organized into four components: Knowledge and Skills, Professional Evaluation, Market Incentives and Student Growth. Each component is, in turn, organized into elements. These elements define both the specific increases that will be awarded to teachers and the specific activities that teachers must accomplish to receive the increase.

7.1.1 **Rationale and Specification Statements.** Elements of the Professional Compensation System for Teachers are defined in detailed rationale and specification statements, including all management specifications required for

implementation. The District and Association will publish rationale and specification statements, on the website of the Professional Compensation System for Teachers, [www.DenverProComp.org](http://www.DenverProComp.org).

**7.2 Compensation Index.** Compensation amounts used in the Professional Compensation System for Teachers are based on the index in section 7.6.4 of this Agreement unless otherwise noted in this Agreement.

### **7.3 Knowledge and Skills Component**

**7.3.1 Compensation for Professional Development Units.** Teachers who complete one Professional Development Unit related to an assignment in the DCTA bargaining unit for which they are or could become qualified shall be awarded an increase of 2% of the index. Effective September 1, 2009, in the first 14 years of a teachers credited experience in the District, the increase shall be base-building. After 14 years of experience credit, the increase shall not be base-building. Professional Development Units shall be paid to the teacher on the next scheduled payday that is at least twenty-five (25) days after the teacher has properly submitted all required documentation to the Department of Human Resources.

7.3.1.1 Teachers may receive up to one Professional Development Unit per year.

7.3.1.2 Informed by the findings and recommendations of both internal and external evaluations the Department of Leadership Development shall maintain the Professional Development Protocol, which defines the conditions that must be met by teachers when completing Professional Development Units. The Department of Leadership Development will make every effort to make sure that these protocols can be uniformly applied. The Transition Team will review and approve any substantive changes to the protocol.

7.3.1.2.1 The Professional Development Protocol will include the following specifications:

- Standards for objectively determining the assignment(s) in the DCTA bargaining unit for which a teacher is or could become qualified.
- Standards for the length of time needed to complete one Professional Development Unit.
- Rules governing how teachers may defer professional development units.
- Methods for teachers to initiate their own professional development activities with appropriate quality assurance.
- Methods for groups or teams of teachers to collaborate on professional development activities with appropriate quality assurance.
- Methods for teachers to propose innovative or creative professional development opportunities with appropriate quality assurance.

7.3.1.3 The Department of Teaching and Learning will publish a source of professional development opportunities for teachers.

7.3.1.4 Teachers may complete Professional Development Units all or in part during their professional work week, and all or in part in the course of their regularly assigned teaching duties.

- 7.3.1.5 Teachers who complete Professional Development Units in connection with paid district in-service shall receive both hourly pay for attending the in-service as provided for by the Master Agreement and for base building incentives for completing Professional Development Units as long as their activities meet the criteria for the DPS/DCTA Professional Development Protocol.
- 7.3.1.6 Teachers who complete district required coursework as part of required district in-service, such as the teacher induction program, teacher in residence program, training for the Literacy Program or training for the English Language Acquisition program, may count their service in those programs toward Professional Development Units as long as their activities meet the criteria for the DPS/DCTA Professional Development Protocol.
- 7.3.1.7 Teachers with performance evaluations of unsatisfactory will complete Professional Development Units assigned to them by their Professional Improvement Plan.
- 7.3.1.8 Professional Development Units earned and banked according to approved rules before September 1, 2008, may be used by teachers as base-building incentives. Following Section 7.3.1.1 of this Agreement, teachers shall not earn more than one Professional Development Unit per year.
  - 7.3.1.8.1 For Teachers opting out of the Professional Compensation System for Teachers, all Banked Professional Development Units shall be redeemed for base building salary upon opting out of the ProComp System.
- 7.3.1.9 Banked Professional Development Units may be redeemed anytime in accordance to 7.3.1.1.
- 7.3.2 **Base building incentives for Advance Degrees.** Teachers who complete an advanced degree relevant to an assignment for which they are or could become qualified shall be awarded a base building incentive of 9% of the index on the next scheduled payday that is at least twenty-five (25) days after the teacher has properly submitted all required documentation to the Department of Human Resources.
  - 7.3.2.1 Teachers may complete more than one advanced degree although no teacher shall receive credit for more than one degree in a three year period.
- 7.3.3 **Compensation for Advanced Practice Licenses and Certificates.** Teachers who hold an advanced practice license or certificate recognized for their current assignment shall be awarded a base building incentive based on the index on the next scheduled payday that is at least twenty-five (25) days after the teacher has properly submitted all required documentation to the Department of Human Resources.
  - 7.3.3.1 **Base building incentives for Active NBPTS Licenses.** Teachers who hold active licenses issued by National Board for Professional Teaching Standards (NBPTS) shall be awarded a base building incentive of 9% of the index on the next scheduled payday that is at least twenty-five (25) days after the teacher has properly submitted all documentation to the Department of Human Resources.
    - 7.3.3.1.1 Teachers who do not renew their NBPTS license will lose their base building incentive until such time as they renew their license.
    - 7.3.3.1.2 Teachers may complete more than one NBPTS license and receive an additional base building incentive of 9% of the index.
  - 7.3.3.2 **Other Advanced Licenses and Certificates Recognized for Compensation.** Teachers who hold licenses or certificates recognized by

the District may receive a base building incentive of 9% of the index based on the index on the next scheduled payday that is at least twenty-five days after the teacher has properly submitted all required documentation to the Department of Human Resources.

7.3.3.2.1 The Department of Human Resources shall maintain rules for recognizing advanced licenses and certificates, and shall approve all changes to the list of recognized licenses and certificates. The Transition Team will review and approve any substantive changes to these rules and procedures.

7.3.3.2.2 Teachers shall not be compensated for an advanced license or certificate should their license expire.

7.3.3.2.3 Teachers may not receive compensation for more than one advanced practice license or certificate.

#### 7.3.4 **Salaries for Teachers Earning a License after Employment**

7.3.4.1 Teachers newly hired by the District for the 2006-2007 school year and thereafter who do not hold a Colorado teaching license (Initial license – formerly called a Provisional License, a Professional License or an Interim License – formerly called an A6TN) will be placed as a licensed new employee less 5% of the index.

7.3.4.2 Teachers participating in the Teachers in Residence Program shall be eligible to receive all increases in the Professional Compensation System for Teachers.

7.3.4.3 When a teacher **earns a Colorado teaching license as defined in 7.3.4.1**, the teacher shall receive a base building incentive of 5% of the index.

7.3.5 **Tuition Reimbursement.** Teachers shall receive reimbursement for up to a career maximum of \$4,000 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. Teachers shall be eligible for up to \$1,000 in any school year. The Payroll Department will maintain guidelines for tuition reimbursement. The Transition Team will review and approve any substantive changes to these guidelines.

#### 7.4 **Professional Evaluation Component**

7.4.1 **Composition of Committee.** The Teacher Evaluation Committee (also known as the 1338 Committee) shall be composed of teachers, administrators and community members and conducted in accordance with Colorado statute and Article 10 of the Master Agreement. The Teacher Evaluation Committee shall be able to create subcommittees with the purpose of ensuring the Professional Teacher Evaluation System is appropriately and fairly adapted for all members of the bargaining unit. All changes to the teacher evaluation process will be presented to the Board of Education for final approval.

7.4.1.1 **Student Services Representation and Subcommittee.** The Teacher Evaluation Committee shall include a representative of the student services department, and shall establish a subcommittee of DCTA members and managers from the Student Services department whose purpose is to fairly and appropriately adapt the professional evaluation system to the disciplines they represent.

7.4.2 **Charge of the Teacher Evaluation Committee.** The Teacher Evaluation Committee shall use program data and other sources to review the system for evaluating teacher performance and to ensure that it includes the following specifications:

- Emphasizes inter-rater reliability
- Based on a fall-to-spring evaluation cycle
- Uses well-developed rubrics articulating different levels of teacher performance
- Makes clear distinctions between professional evaluation and corrective action
- Incorporates formative and summative peer evaluation
- Incorporates peer assistance for teachers whose performance is found unsatisfactory
- Includes a Collaborative Action Plan that begins upon the successful completion of a remediation plan but runs a minimum of one year’s length if the teacher is successful on the remediation plan.
- Allows for “special evaluation” should a teacher’s performance be identified as unsatisfactory in years out of the evaluation cycle
- Incorporates a self-evaluation component

**7.4.3 Timeline for Professional Evaluation and Compensation for Satisfactory Performance.** Other than special evaluation, all professional evaluation of teachers under the Professional Compensation System for Teachers shall be conducted on a timeline determined by the teacher’s years of service with the district. The Department of Human Resources shall be responsible for maintaining accurate records of years of service to determine the years when teachers are eligible for professional evaluation.

7.4.3.1 Effective September 1, 2009, in the first 14 years of a teachers credited experience in the district, the increase shall be base building. After 14 years of experience credit there shall be no further increases.

7.4.3.2 **Probationary Evaluation.** Probationary teachers shall be evaluated every year for the first three years of their service in the District. Upon receiving a satisfactory evaluation, probationary teachers shall receive a base building incentive of 1% of the index. Increases for satisfactory probationary evaluation shall be effective at the beginning of the contract year as defined in the Master Agreement.

7.4.3.3 **Non-Probationary Evaluation.** Non-Probationary teachers shall be evaluated every three years, beginning with their first year of non-probationary service in the District. Upon receiving a satisfactory evaluation, non-probationary teachers shall receive a base building incentive of 3% of index. Increases for satisfactory non-probationary evaluation shall be effective in the upcoming school year at the beginning of the contract year as defined in the Master Agreement.

Table One: Timeline for Conducting Teacher Evaluation																		
Years of Service	Probationary Evaluation			Non-Probationary Evaluation														
	1	2	3	4	7	10	13	16	19	22	25	28	31	34	37	40	43	46

7.4.4 **Unsatisfactory Performance.** Teachers whose performance is found unsatisfactory shall have their base building incentive for satisfactory performance delayed for a minimum of a year and until such time as they successfully complete a Collaborative Action Plan. When a teacher successfully completes a development plan and their performance is found to be satisfactory, the base building incentive that was delayed shall be restored without retroactive

application and effective in the upcoming school year at the beginning of the contract year as defined by the Master Agreement.

## 7.5 Market Incentive Component.

7.5.1 **General Provisions.** The District will administer market incentives according to the general provisions set forth in this section.

7.5.1.1 Market incentives shall be paid monthly based on the eligible employee's FTE.

7.5.1.2 Teachers shall be eligible to receive a non-base building incentive for serving in both hard-to-staff assignments as defined in section 7.5.2 of this Agreement and hard-to-serve schools as defined in section 7.5.3 of this Agreement.

7.5.1.3 Teachers assigned part time to hard-to-staff assignments shall receive the non-base building incentive pro rated based on the amount of time per work week or work year they spend in the assignment. Teachers assigned part time to multiple hard-to-staff assignments shall receive multiple, pro-rated non-base building salary increases.

7.5.1.4 Should funds be available, the District and Association may agree to create broader incentive packages to further encourage teachers to fill hard-to-staff assignments or hard-to-serve schools.

7.5.1.5 The Department of Human Resources shall create and the Transition Team shall approve a list of assignments and schools eligible to receive market incentives annually no later than December in preparation for the upcoming school staffing cycle.

7.5.1.6 The Department of Human Resources shall maintain guidelines for determining the eligibility of teachers to receive hard-to-staff and hard-to-serve market incentives. The Transition Team shall review and approve any substantive changes to these guidelines.

7.5.1.7 Teachers who receive market incentives and are administratively transferred or reduced from building staff shall receive the incentive for one more year if they agree in writing to be placed in a similarly situated vacant assignment.

7.5.2 **Hard-to-Staff Assignments.** Beginning September 1, 2008, teachers working in assignments identified by the District and Association as hard-to-staff shall be awarded a non-base building incentive of 6.4% of the index.

7.5.2.1 The Department of Human Resources shall create and the Transition Team will approve a set of data that includes data on teacher supply and teacher turnover as a basis for identifying hard-to-staff assignments.

7.5.3 **Hard-to-Serve Schools.** Beginning September 1, 2008, teachers working in schools identified by the District and Association as hard-to-serve shall be awarded a non-base building incentive of 6.4% of the index.

7.5.3.1 The Transition Team will approve a set of data that includes student demographics as the basis for identifying hard-to-serve schools.

7.5.3.2 The District and Association recognize that a persistent, high rate of teacher turnover is not an adequate indicator of hard-to-serve schools. District and Association further recognize that a persistent, high rate of teacher turnover may be detrimental to student achievement. Therefore the District and Association agree to annually identify and address the situation of those schools with high rates of teacher turnover.

## 7.6 Student Growth

7.6.1 **Annual Student Growth Objectives.**

7.6.1.1 **Objective Setting.** All teachers shall annually set two student growth objectives in collaboration with their principal or supervisor. The objectives shall be based on the teacher's current assignment.

7.6.1.1.1 Teachers and principals will set objectives following the guidelines developed and annually revised by the Department of Teaching and Learning and approved by the Transition Team.

7.6.1.1.2 Teachers shall not use CSAP to set their annual student growth objectives. The Transition Team will oversee the evaluation of any other state mandated standardized test before allowing teachers to use them in annual student growth objectives.

7.6.1.1.3 The Department of Teaching and Learning will provide teachers and principals with on-going professional development on how to set appropriate annual student growth objectives. The Transition Team will review and approve any substantive changes to the content and guidelines associated with such professional development.

7.6.1.1.4 The Department of Leadership Development shall create systems or processes to provide assistance and mediation for principals and teachers who are unable to reach consensus when setting annual student growth objectives.

7.6.1.2 **Compensation for Meeting Annual Student Growth Objectives.**

Teachers who meet both of their annual student growth objectives will be awarded a base building incentive of 1% of the index. Teachers who meet one of their annual student growth objectives will be awarded a non-base building incentive of 1% of the index. Teachers who do not meet either of their annual student growth objectives shall receive neither a salary increase nor a non-base building incentive under this element.

7.6.1.2.1 Base building incentives for meeting two objectives shall be effective at the beginning of the contract year as defined by the Master Agreement of each year following demonstration that objectives have been met based on analysis of appropriate student growth data by the teacher and principal.

7.6.1.2.2 The incentive for meeting one objective shall be a non-base building incentive paid annually, in a lump sum, at the beginning of the contract year.

7.6.2 **Exceeding District Expectations on the Colorado Student Assessment Program (CSAP) Test.**

7.6.2.1 **Setting Expectations for Student Growth Measured by CSAP.** The Department of Assessment and Research will develop a method to measure student growth using the CSAP Test. The Transition Team will review and approve the method. The method shall meet the following standards:

- Calculations shall be based only on individual student growth based on two or more test scores.
- Calculations may not be based on student performance levels or comparing performance levels of classes of students over two years.
- Calculations must include systematic methods for associating students with eligible teachers.

The technical specifications for expectations for student growth measured by CSAP shall be published on the website of the Professional Compensation System for Teachers: [www.DenverProComp.org](http://www.DenverProComp.org).

7.6.2.2 **Compensation for Teachers who Exceed Expectations for Student Growth Measured by CSAP.** Beginning September 1, 2008 and including incentives earned for performance in the 2007-2008 school year, teachers who exceed expectations for student growth measured by the CSAP shall receive a non-base building salary increase of 6.4% of the index. Teachers who meet expectations for student growth measured by CSAP shall receive no increase.

7.6.2.2.1 Should a teacher who earned a sustainable increase before September 1, 2008 fail to meet expectations for student growth before September 1, 2008, the teacher shall receive a sustainable decrease of 3% of the current index.

7.6.2.2.2 Only teachers who directly teach math or literacy/language arts shall be eligible to receive incentives for exceeding district expectations for student growth measured by CSAP.

7.6.2.2.3 Incentives for exceeding expectations on the CSAP shall be awarded as a non-base building incentive in early fall following analysis of CSAP data by the District and shall be paid in a lump sum.

7.6.2.2.4 The Transition Team shall annually review the process for analyzing CSAP data and identifying teachers who exceed district expectations.

### 7.6.3 **Distinguished Schools.**

7.6.3.1 **Identifying Distinguished Schools.** The Department of Assessment and Research will develop a method to measure school performance. The Transition Team will review and approve this method which will be based on technical specifications and shall meet the following standards:

- The method shall include multiple measures of school performance.
- The method shall include substantially more information on student performance than Colorado School Accountability Ratings or Adequate Yearly Progress, and shall include measures that show student growth based on two consecutive years of data.
- The method shall include data other than student test scores, including but not limited to data gathered from school satisfaction surveys and student attendance.

The technical specifications for expectations for measuring school performance shall be published on the website of the Professional Compensation System for Teachers: [www.denverprocomp.org](http://www.denverprocomp.org).

7.6.3.2 **Compensation for Teachers in Distinguished Schools.** Beginning September 1, 2008 and including incentives earned for performance in the 2007-2008 school year, teachers at schools that are identified as distinguished using the method described in section 7.6.3.1 of this Agreement will receive a non-base building incentive of 6.4% of the index.

7.6.3.2.1 Teachers who work part time in distinguished schools shall receive the non-base building incentive pro-rated based on their FTE at the identified school. Teachers who serve part time in multiple distinguished schools shall receive multiple pro-rated non-base building incentives.

7.6.3.2.2 Non-base building incentives shall be awarded in fall following analysis of CSAP and other data by the District. The non-base building incentives shall be paid in a lump sum.



7.6.3.2.3 The Transition Team shall annually review the method for using multiple measures to identify distinguished schools.

#### 7.6.4 Growth Schools

**7.6.4.1 Identifying Growth Schools.** The Department of Assessment and Research will develop a method to identify schools that show high growth in student performance.

**7.6.4.2 Compensation for Teachers in Growth Schools.** Beginning September 1, 2008 and including incentives earned for performance in the 2007-2008 school year, teachers at schools that are identified as high growth schools using the method described in section 7.6.3.1 of this Agreement will receive a non-base building incentive of 6.4% of the index.

7.6.4.2.1 Teachers who work part time in high growth schools shall receive the non-base building incentive pro-rated based on their FTE at the identified school. Teachers who serve part time in multiple high growth schools shall receive multiple pro-rated non-base building incentives.

7.6.4.2.2 The district shall award non-base building incentives in fall following analysis of CSAP and other data by the District. The non-base building incentives shall be paid in a lump sum.

7.6.4.2.3 The Transition Team shall annually review the method for using multiple measures to identify growth schools.

**7.7 Summary Table of Components and Elements.** Table Two summarizes the economic values and operational details of the Professional Compensation System for Teachers. The District and Association will accurately maintain this table to reflect this Agreement. They will publish this table to all bargaining unit members and review it before hiring new teachers. Any changes in this table are subject to collective bargaining as described in this Agreement and the Master Agreement.

**7.8 Negotiating Cost of Living Adjustments to the Professional Compensation System for Teachers.** Negotiated annual cost of living adjustments will be applied in equal percentage value to the salary index and the salary (excluding all non-base building incentives, reimbursements and extra pay) of all teachers. Cost of living adjustments will be effective at the beginning of the contract year as defined by the Master Agreement. Cost of living adjustments will not be applied to ProComp elements not set by the index, such as the Tuition Reimbursement, unless agreed to by the District and the Association.

**7.9 Financial Model.** The District and the Association shall be responsible for modeling the costs of ProComp. When modeling costs, the District and Association shall take into account at least three types of assumptions:

- ProComp related assumptions, such as the number of participants, the cost of ProComp elements and the success rates for the elements, which are determined by the District and the Association
- Other District financial assumptions related to ProComp
- The rate of return on investment of the ProComp Trust, which is determined by the Trust Board

The District and the Association shall use the long-term financial model to inform contract negotiations and any other discussions about the economic function and/or impact of the Professional Compensation System for Teachers. DPS shall be responsible for providing information to the Transition Team to inform the long-term financial model. The District and the Association shall present the costs and assumptions to the Trust Board. The Trust Board shall use the long-term financial model to review the reasonability of the assumptions and the relationship between costs and revenue from all Trust sources.

- 7.9.1 The Transition Team shall review and approve a list of information necessary to maintain the Financial Model.
- 7.9.2 The Financial Model shall be subject to both internal evaluation and external evaluation conducted according to sections 4.3.1 and 4.3.2 of this Agreement.
- 7.10 **Initial Placement of Newly Hired Teachers.** The District shall place newly hired teachers according to only these rules. Except for teachers in the Teacher in Residence Program who are compensated according to section 7.3.4
  - 7.10.1 Newly hired teachers with no outside experience credit shall be placed at a fixed entry salary. In the 2003-2004 school year entry salary shall be equal to 100% of the index.
  - 7.10.2 Newly hired teachers with outside experience shall be granted between 2% and 4% of index for every year of recognized outside service based on the value of the experience outside the District. This amount shall be added to the district entry salary to create their individual entry salary.
    - 7.10.2.1 The Department of Human Resources shall develop procedures for granting credit for outside experience.
  - 7.10.3 In addition to entry salary defined above, newly hired teachers shall also be eligible for elements of the Professional Compensation System for Teachers for which they are qualified.
- 7.11 **Extended Leaves of Absence.** Teachers on leave shall receive compensation in accordance with Appendix B of the Master Agreement. The Transition Team shall review policies and procedures to ensure alignment between the Professional Compensation System for Teachers and DPS policy on extended leaves of absence

**Table Two: Summary of Basic Facts, Components and Elements of the Professional Compensation System for Teachers. Effective September 1, 2008**

<b>Basic Facts</b>	<b>District Entry Salary \$36,635</b>					<b>Index \$35,568</b>				
<b>Components</b>	<b>Knowledge and Skills</b>			<b>Professional Evaluation</b>		<b>Market Incentives</b>		<b>Student Growth</b>		
<b>Elements</b>	Base building incentive of 2% Index for completing Professional Development Units	Base building incentive of 9% of Index for completing degrees or holding a national license	\$1000 for tuition reimbursement	Base building incentive of 1% of index when rated satisfactory as probationary teacher	Base building incentive of 3% of index when rated satisfactory as non-probationary teacher	Non-base building incentive of 3% of index for serving in a hard-to-staff assignment	Non-base building incentive of 3% of index for serving in a hard-to-serve assignment	Base building incentive of 1% of Index for Meeting Both Annual Student Growth Objectives. Non-base building incentive of 1% of Index for Meeting One of two Annual Student Growth Objectives. No Increase for Meeting Neither Objective	Sustainable increase of 3% of Index for exceeding expectations on the CSAP Test No increase for meeting expectations. Sustainable decrease of 3% of index for falling below expectations on the CSAP only if a previous increase has been earned.	Non-base building incentive of 2% of Index for serving in a distinguished school based on multiple measures of student performance.
<b>Dollar Value of Increase When Index is \$36,635</b>	\$733	\$3297	\$4,000	\$366	\$1,099	\$1,099	\$1,099	\$366	\$1,099	\$733
<b>Who Decides Who Receives the Increase?</b>	Method agreed to by DPS and DCTA	Method agreed to by DPS and DCTA	Method agreed to by DPS and DCTA	Principal, with assistance of peer evaluators if necessary	Principal, with assistance of peer evaluators if necessary	Method agreed to by DPS and DCTA	Method agreed to by DPS and DCTA	Teacher and principal reach consensus	Method agreed to by DPS and DCTA	Method agreed to by DPS and DCTA
<b>When is the Increase Applied?</b>	Upon submission of proper documentation	Upon submission of proper documentation	Upon submission of proper documentation	Beginning of the contract year delayed at least one year if rated unsatisfactory	Beginning of the contract year delayed at least one year if rated unsatisfactory	Beginning of the contract year	Beginning of the contract year	Beginning of the contract year	In early fall upon analysis of CSAP data	In early fall, upon analysis of multiple measures of school performance
<b>Does the Increase Build Pension and Final Average Salary Under PERA?</b>	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>In what school year will this element begin operating?</b>	2006-2007	2006-2007	2005-2006	2006-2007	2006-2007	2005-2006		2006-2007	2006-2007	2005-2006

IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective Secretaries, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

DENVER CLASSROOM TEACHERS  
ASSOCIATION

SCHOOL DISTRICT NO. 1 IN THE CITY  
AND COUNTY OF DENVER

By \_\_\_\_\_  
Kim Ursetta  
President

By \_\_\_\_\_  
Theresa K. Peña  
President, Board of Education

ATTEST:

ATTEST:

By \_\_\_\_\_  
Barbara Bennett  
Secretary

By \_\_\_\_\_  
Jill Conrad  
Secretary, Board of Education

## **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?”