1-1-1980

City and County of Denver and State of Colorado School District No. 1 and Denver Classroom Teachers Association (1980)
City and County of Denver and State of Colorado School District No. 1 and Denver Classroom Teachers Association (1980)

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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AGREEMENT

Denver Classroom Teachers Association
Denver Public Schools
AGREEMENT

between

DENVER CLASSROOM TEACHERS ASSOCIATION

and

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

DENVER CLASSROOM TEACHERS ASSOCIATION
SUITE 200
110 COOK STREET
DENVER, COLORADO 80206

DENVER PUBLIC SCHOOLS
900 GRANT STREET
DENVER, COLORADO 80203

Cover design by
Ann Dwyer, Teacher
Horace Mann Junior High School
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AGREEMENT

This agreement is made and entered into by and between SCHOOL DISTRICT NO. 1 in the CITY and COUNTY of DENVER and STATE of COLORADO and the DENVER CLASSROOM TEACHERS ASSOCIATION this 10th day of May, 1979.

The Board and the Association recognize that providing a high quality education for the children of Denver is the paramount objective of the School District, that high morale of the teaching staff is necessary for the best education of children, and that:

The Board is elected by the qualified electors of the School District as the governing body of the School District and, as such, possesses all powers delegated to a board of education or to a school district by the Constitution and laws of the State of Colorado, together with the duties imposed thereby.

The Superintendent is the chief executive officer of the Board, and as such, administers the affairs and programs of the School District as provided by law and Board policy.

Teachings and the Board share responsibility for providing education of the highest possible quality for the pupils of the School District, and both parties recognize that teachers have the major role in direct contact with pupils.

Attainment of the objectives of the educational program conducted in the Denver Public Schools requires mutual understanding and cooperation between the Board and the teachers. To this end, good-faith negotiations between the Board and the Association with a free and open exchange of views are desirable.

Teaching is a profession requiring the possession of specialized educational qualifications.

Association members affirm that they recognize that it is imperative that all teachers represented by the Association be sensitive to the needs and aspirations of children regardless of race, color, ethnic background, creed, or economic status and further that intolerant or biased conduct toward pupils will not be condoned.

Now, therefore, the parties agree as follows.

—1—
ARTICLE 1 — Definitions

1-1 The term “teacher” as used in this Agreement shall refer to all regularly assigned teachers represented exclusively by the Association in the negotiating unit as defined in Article 3, Recognition.

1-2 The term “Board” as used in this Agreement shall mean the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.

1-3 The term “Association” as used in this Agreement shall mean the Denver Classroom Teachers Association.

1-4 The terms “School District” and “Denver Public Schools” as used in this Agreement shall mean School District No. 1 in the City and County of Denver and State of Colorado.

1-5 The term “Superintendent” as used in this Agreement shall mean the Superintendent of Schools of School District No. 1 in the City and County of Denver and State of Colorado.

1-6 The term “school year” as used in this Agreement shall mean the officially adopted school calendar.

ARTICLE 2 — General

2-1 Pursuant to the laws of the United States and of the State of Colorado, the Board shall continue its policy of not discriminating against any teacher nor unlawfully restricting the rights of teachers as citizens on the basis of race, creed, color, national origin, sex, marital status, age, handicapping condition, membership in any teacher organization or such other specified human or civil rights as may be protected by statute.

2-2 The Association shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, age, handicapping condition, membership in any teacher organization or such other specified human or civil rights as may be protected by statute.

2-3 The Board will provide the Association with an advance copy of the agenda for each official Board meeting. Routine Denver Public Schools communications sent to principals will be sent to the Association at its office. Similarly, routine Association communications sent to Faculty Representatives will be sent to the Department of Personnel Services.

2-4 This Agreement constitutes Board 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.
2-5 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 and endorsed in writing hereon.

2-6 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Agreement or any application of this Agreement to any teacher covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

2-7 In case of any direct conflict between the express provisions of this Agreement and any Board or Association policy, practice, procedure, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.

2-8 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, but membership of a teacher in any organization shall not be required as a condition of employment by the School District.

2-9 All reasonable efforts will be made to arrange work schedules for non-certificated supportive personnel to accommodate the teaching process.

2-10 The Board and the Association agree to appoint, through the Professional Council, the appropriate joint study committees to study fully and make recommendations concerning: hiring practices of the District, minority teacher recruitment, structure of the retirement board, and school calendar. Minority teachers will be included in the Professional Council sub-committee working in the area of minority teacher recruitment.

2-11 The Board agrees that it will not, during the period of this Agreement, officially adopt or implement any condition of employment contrary to the terms of this Agreement until such condition has been a subject of negotiation as provided in Articles 4 and 5.

If modifications to conditions of employment are needed because of state or federal legislation, and the use of Articles 4 and 5 is untimely or impractical, the implementation of such conditions shall be made after a meeting with representatives of the Association to minimize the effects on the provisions of the Agreement.
ARTICLE 3 — Recognition

3-1 Pursuant to Resolution Number 1479 and Resolution Number 1477 adopted by the Board on February 28, 1968 and March 21, 1968, respectively, the Board recognizes the Association as the exclusive representative of all teachers except the following:

Administrative Directors
Adult Vocational Education Teachers
Assistant Principals
Assistant Superintendents
Associate Superintendents
Audiologists
Audiometrists
Coordinators
Dental Hygienists

Dentists
Deputy Superintendent Directors
Executive Directors
Physicians
Principals
Superintendent
Supervising Teachers
Supervisors
Vice-Principals

3-2 The Board hereby reaffirms recognition of the Association and agrees that the Association shall continue as such exclusive representative until April 6, 1981, 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 and Duration

4-1 The provisions of this Agreement which do not require expenditure of School District funds shall be effective as of the date of this Agreement. All provisions of this Agreement requiring expenditure of funds, including salary increases, shall be effective January 1, 1980.

4-2 This Agreement shall remain in full force and effect until April 6, 1981, at which time it shall terminate unless the Association shall continue as the sole negotiating representative of the teachers of the School District under procedures approved by the Board. The Agreement will be automatically extended for the period of negotiating rights granted to the Association.
4-3 After approval and execution of this Agreement and upon request by the Association to the Board or by the Board to the Association, after March 1 of each year during the term of this Agreement, the Board and the Association will negotiate as provided in Article 5; provided, however, that such negotiations shall terminate not later than June 1 of each year unless extended by mutual consent and provided further that there shall be no annual negotiations under the terms of this Agreement in 1980 and 1981 unless mutually agreed upon between the parties.

4-4 The Board and the Association shall mutually publish this Agreement and share the cost of providing all teachers with a copy. Teachers newly hired by the District shall receive a copy of the current Agreement and upon notification of employment, a two (2) page letter describing the Association which represents teachers.

ARTICLE 5 — Negotiating Procedure

5-1 Initiating Negotiations

5-1-1 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 as the parties from time to time may agree to negotiate. Such request will specify the subject matter to be considered.

5-1-2 A written response will be made within ten days of the receipt of any such written request.

5-1-3 Negotiations mutually agreed upon 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 days of such written response.

5-2 Conducting Negotiations

5-2-1 During negotiation, 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.

5-2-2 As of the time they are made available to the Board, the Board will provide the Association with a Superintendent’s proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting teachers' salaries, wages, hours and conditions of employment.
5-2-3 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

5-2-4 If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without loss of pay.

5-2-5 Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.

5-2-6 During negotiations as described in 5-1, 5-2, and 5-3 of this Article, releases to news media or otherwise shall be made only as agreed to jointly.

5-3 Joint Study Committees

5-3-1 The negotiators are empowered to create joint study committees.

5-3-2 Consultants may be used if deemed necessary by either party.

5-3-3 If meetings of joint study committees are scheduled during the regular school day, members of such committees shall be released from their regular duties without loss of salary.

5-3-4 Recommendations and reports of joint study committees are advisory in nature.

5-3-5 Upon completion of its study and submittal of a written report on the subject assigned to it, a joint study committee shall be considered dissolved, and once dissolved, no such committee shall be reactivated except by mutual consent of the Association and the Board.

5-3-6 The above statements do not preclude the creation of any committee authorized by the Association or the Board to conduct an independent study on any subject.

5-4 Adopting Agreements

5-4-1 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 and approval of the School 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 the legal budget adoption process, the Agreement will be subject to negotiation.

5-4-2 After budget hearings are commenced, negotiations may be reopened as a result of such budget hearings as provided in Article 22-1-3. In that event, they shall be resumed not later than the Monday following the regu-
lar October Board meeting and shall be concluded not later than the second Thursday after the regular October Board meeting. These dates may be modified by mutual consent.

5-5 Mediation

5-5-1 If the negotiations described in Sections 5-1 and 5-2 have reached impasse, the issues in dispute shall be submitted to mediation for the purpose of inducing the Board and the Association to make a voluntary agreement. The parties shall select a mediator from among the available choices including the Federal Mediation Conciliatory Service. In the event that the parties are unable to agree upon a mediator, the mediator shall be selected in the following manner:

a. Immediately after demand for or submission to mediation, the American Arbitration Association shall submit simultaneously to each party an identical list of the names of five persons skilled in mediation of educational matters. Each party has seven days from the mailing date in which to cross off any names to which it objects, number the remaining names in order of its preference and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named herein shall be deemed acceptable.

b. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of a mediator.

c. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

5-6 Conducting Mediation

5-6-1 The format, dates and times of meetings will be arranged by the mediator and such meetings will be conducted in closed sessions.

5-6-2 The mediator will meet with the Board and the Association, either separately or together.

5-6-3 To the extent that tentative agreements are reached as a result of such mediation, the procedures provided in Sections 5-4-1 and 5-4-2 shall apply. If mediation fails in whole or in part, the mediator shall report the issues which remain in dispute to the respective parties.
5-6-4 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

5-7 Fact Finding

5-7-1 If the mediation described in Section 5-5 has failed to bring about agreement on all issues, either the Board or the Association may request that the issues which remain in dispute be submitted to a fact finder. In the event that the parties are unable to agree on a fact finder, the fact finder shall be selected in the manner provided in Section 5-5 for selecting a mediator.

5-7-2 The fact finder will have the authority to hold hearings and make procedural rules.

5-7-3 All hearings by the fact finder shall be held in closed session and no news releases shall be made concerning progress of such hearings.

5-7-4 Within a reasonable time after the conclusion of such hearings, the fact finder shall submit a report in writing to the Board and the Association only and shall set forth in the report findings of fact, reasoning, and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor the Association.

5-7-5 Within five days after receiving the report of the fact finder, the Board and the Association will meet to discuss the report. No public release shall be made until after such meeting.

5-7-6 The respective parties shall take official action on the report of the fact finder no later than fifteen days after the meeting described in Section 5-7-5 above.

5-7-7 To the extent that tentative agreement is reached on the issues in dispute as a result of such fact finding, the procedures provided in Sections 5-4-1 and 5-4-2 shall apply.

5-7-8 The costs for the services of the fact finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

5-7-9 Either party may request that an official stenographic record of the testimony taken at the fact finding hearings be made and a copy of any transcript shall be provided to the fact finder. The party requesting a stenographic record shall pay the costs thereof except that if the other party shall request a copy of any transcript, it shall share the entire cost of making the stenographic record.

5-7-10 Upon mutual agreement the order of Mediation and Fact Finding may be reversed.
ARTICLE 6 — Grievance Procedure

6-1 Definitions

6-1-1 A “grievance” shall mean a 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, or any other written personnel policies of the Board of Education which affect teachers.

6-1-2 All administrative procedures and practices are grievable in addition to those mentioned in 6-1-1, but only those covered by 6-1-1 may go to Level Three.

6-1-3 Grievances of administrative procedures and practices not covered by 6-1-1 shall be heard at Level One by the principal and at Level Two by the central office administrator who has responsibility over the procedure or practice complained of and the authority to make adjustment of such procedure or practice.

6-1-4 The term “grievance” shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.

6-1-5 An “aggrieved person” is a teacher or teachers asserting a grievance.

6-1-6 A “party in interest” is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.

6-2 Purpose

6-2-1 Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6-2-2 Nothing herein contained will be construed as limiting the right of any teacher having a grievance, to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement. The Association shall have the opportunity to be present and to state its views at any level in the grievance procedure beyond Level One.

6-3 Procedure

Since it is important that grievances be processed as rapidly
as possible, the number of days indicated at each level should be considered as 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 set forth herein will be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practicable.

6-3-1 Level One
A grievance will first be discussed with the aggrieved person's principal with the objective of resolving the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may request accompaniment by the Association's Representative, or (3) may request that the Association's Representative act on behalf of the aggrieved person.

6-3-1-1 The principal shall write and sign the grievance decision at Level One.

6-3-2 Level Two
6-3-2-1 If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the aggrieved person may file the grievance in writing with the Association within five (5) school days after the grievance decision has been rendered at Level One or within fifteen (15) school days after the grievance was presented at Level One, whichever is sooner. Such grievance shall be then filed by the Association with the Superintendent's office within five (5) school days after receiving such written grievance.

6-3-2-2 The Superintendent, or the Superintendent's designee will represent the Administration at this level of the grievance procedure. The Superintendent, or the Superintendent's designee, will meet with the aggrieved person in an effort to resolve the grievance; such meeting will take place within five (5) school days after receipt of the written grievance by the Superintendent.

6-3-3 Level Three
6-3-3-1 If the aggrieved person is not satisfied with the disposition of his grievance as defined in Article 6-1-1 at Level Two, or if no decision has been rendered within ten (10) school days after the Superintendent,
or the Superintendent's designee, has heard the grievance, the aggrieved person may request within five (5) school days that the Association submit the grievance to arbitration. If the Association deems the grievance meritorious, it may demand arbitration within fifteen (15) school days after receipt of the aggrieved person's request.

6-3-3-2 In order to expedite the scheduling of arbitration hearings in grievances, the Board and Association shall agree, with the assistance of the American Arbitration Association, on a group of arbitrators to be utilized on a rotational basis. Such agreement may be amended annually at the request of either party. If it is necessary to select a different arbitrator, the arbitrator shall be selected in the manner provided in Article 5-5 for selecting a mediator.

6-3-3-3 The arbitrator will have authority to hold hearings and make procedural rules. The arbitrator will issue a report within a reasonable time after the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and evidence are submitted to the arbitrator. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement.

6-3-3-4 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

6-3-3-5 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, and binding neither on the Board nor the Association.

6-3-3-6 Within five (5) school days after receiving the report of the arbitrator, the Board's designee and the Association's designee will meet to discuss the report. No public release may be made until after the next legislative meeting of the Board of Education.

6-3-3-7 The Board shall take official action on the report of the arbitrator not later than at the next regularly scheduled meeting of the Board subsequent to the meeting mentioned in Section 6-3-3-6 above.
6-3-3-8 The costs for the services of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.

6-3-3-9 Any party may request an official stenographic record of the testimony at the hearings under the terms and conditions provided in Section 5-7-9.

6-3-4 Exceptions to Grievance Time Limits

6-3-4-1 When teachers have invoked Article 8-5 in bidding on schedules, and when convinced that Article 8-5 has been improperly applied, they may grieve immediately and a meeting between the Superintendent, or the Superintendent's designee, the principal, the teachers involved, and the Association, shall be held within three school days of receipt of the grievance, at which time the principal shall present the comparison of qualifications done under Article 8-5 and justify the decision made. The Superintendent, or the Superintendent's designee, shall render a decision at that meeting. If the teacher does not accept the decision, the teacher may demand arbitration in accordance with the time limits of Article 6-3-3-1.

6-3-4-2 When teachers being administratively transferred, due to loss of enrollment, allege, through the grievance procedure, that they have been improperly selected for transfer, the Superintendent, or the Superintendent's central office designee, shall meet with the aggrieved person and the Association within three school days from receipt of the grievance. At such meeting, the comparison of qualifications done according to Article 13-5 shall be made available and justification of the selection made by the principal. The Superintendent, or the Superintendent's designee, shall render a decision at the meeting and if the teacher does not accept the decision, the teacher may demand arbitration in accordance with the time limits of Article 6-3-3-1.

6-4 Rights of Teachers to Representation

6-4-1 Neither the Board 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.

6-4-2 Any party in interest may be represented at any level of the grievance procedure by a person, or persons, of their
own choosing, except that the party in interest may not be represented by a representative or an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at any level of the grievance procedure except at Level One.

6-4-3 When Level Three hearings are held, all witnesses who are School District employees shall be summoned by the Superintendent of Schools. The Association will make the list known in advance so schedules can be arranged.

6-5 Miscellaneous

6-5-1 If, in the judgment of the Association, a grievance affects a group of teachers, the Association may submit such grievance in writing directly to the Superintendent’s office, and the processing of such grievance may be commenced at Level Two. The Association may process such a grievance even though the aggrieved persons do not wish to do so.

6-5-2 Decisions rendered at Level Two of the grievance procedure will be in writing setting forth the decision and the reasons therefor, and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three will be in accordance with the procedures set forth in Section 6-3-3.

6-5-3 All written and printed matter dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.

6-5-4 To facilitate operation of the grievance procedure, 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 Superintendent and the Association.

6-5-5 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.

6-5-5-1 In conducting arbitration cases, the Board will present all relevant material so that arbitrators will have complete information upon which to base decisions. However, prior to any arbitration, materials to be
presented will be made a part of the grievant's central personnel file in accordance with Article 11.

6-5-6 When it is necessary at Level Two or Level Three for a representative, or representatives, designated by the Association, to attend a meeting or a hearing called by the Superintendent, or the Superintendent's designee, during the school day, the Superintendent's office shall so notify the principal or such Association representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

6-5-7 No grievance shall be recognized by the Board or the Association unless it shall have been presented at the appropriate level within thirty (30) school days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived, provided that no grievance shall be recognized at Level Two unless it shall have been filed with the Superintendent's office within at least forty-five (45) days after the act or condition upon which it is based occurred.

6-6 Each school or other teaching unit shall have at least one (1) representative who shall specialize in processing grievances. The ratio per school shall be as follows:

1 to 60 teachers One (1) Representative
60 or more teachers Two (2) Representatives

The following guidelines shall be observed in selecting the Professional Rights and Responsibilities building personnel:

a. The selection shall be made by the Faculty Representatives before the regular Representative Council meeting in September.

b. The term of office for the Professional Rights and Responsibilities Representatives shall be one year.

c. Only Denver Classroom Teachers Association members are eligible to serve. It is understood that the implementation of the above article is in no way an administrative responsibility.

ARTICLE 7 — Teaching Hours and Teaching Load

7-1 The regular school day for teachers is from 8:30 a.m. to 3:45 p.m.

7-1-1 Teachers, including those scheduled to begin their duties earlier, or to continue until a later time as a result of double sessions or extended school days, will not be required to be on duty longer than the total hours of the regular day without additional compensation or com-
pensatory time off, except as provided in Articles 7-1-3, 7-1-4 and 7-3.

7-1-2 The principal shall have authority to permit teachers divergence from the regular school day.

7-1-3 Principals shall have at their disposal one (1) additional hour of in-school time per week which may be used for, but not limited to, the following:

- Reading packages
- Inservice training
- Program development
- Staffings
- Curriculum development

7-1-3-1 Such time is in addition to meetings under Article 7-3.

7-1-4 Teachers may be required to attend, without additional compensation, a maximum of five (5) hours of out-of-school time on inservice training per year, as determined by the principal, after consultation with the School Building Committee. If city-wide, after consultation with the Professional Council.

7-1-5 If it is necessary to have inservice training on out-of-school time and except as provided in Articles 7-1-3 and 7-1-4, one of these conditions shall prevail:

a. Required inservice time shall be compensated for at the current negotiated rate.

b. Attendance at uncompensated inservice time shall be voluntary.

7-2 The work year of teachers covered by the classroom teachers' salary schedule, except that of new teachers who may be required to attend presession orientation meetings, shall be determined by the official school calendar. Teachers shall be paid additional compensation for employment prior to or after the dates scheduled on the official school calendar. The compensation is to be determined on the basis of the then current teachers' salary schedule.

7-2-1 For the school year beginning August, 1979, the length of the school year for teachers shall be one hundred ninety (190) days, which shall include seven (7) federal holidays and three (3) planning days, which shall be the day preceding the first day of school registration, the change of semester and the last day of school.

7-3 The principal, together with the School Building Committee, will make decisions relating to building meetings and evening meetings in each school. Generally, Wednesday will be the day used for such meetings. One Wednesday each month may be used for area meetings, or other such meetings, called by the Superintendent. Such meetings will be used only as necessary to insure effective school operation.
7-3-1 No such meeting shall require attendance unless the principal and the full School Building Committee agree to require attendance.

7-3-2 The School Building Committee and the principal should develop a year long schedule of meetings in May of each year to facilitate faculty and staff planning. Such schedule may be modified as provided in Article 7-3.

7-3-3 Plans for city-wide opening day activities shall be developed through the Professional Council.

7-4 Teachers assigned to new teaching positions during the regular school year may be required to attend additional inservice orientation sessions.

7-5 Teachers will have an uninterrupted, duty-free period of at least forty-five (45) minutes for lunch except when emergencies or special events make it necessary to alter the schedule. Teachers shall be permitted to leave the building during their lunch periods.

7-6 Teachers shall have a planning period each day during which they will not be assigned to any other duties except for emergencies or unusual scheduling problems.

7-7 The accepted and desirable teaching load for secondary school teachers shall be five (5) teaching periods a day. This should include classes in not more than two (2) subject areas nor more than three (3) teaching preparations except in cases where unusual circumstances require other provisions.

7-8 If a teacher is placed in charge of a building during the absence of the principal from that building, the teacher may reasonably expect relief from one or the other of the teacher's assignments, either office or classroom, as the length of the principal's absence seems to require.

7-9 The Board and Association agree that matters concerning class size, flexible scheduling, maximum teaching load and other related subjects, need continuing study and investigation. These will be taken up by the Professional Council for action.

7-9-1 Until such time that flexible scheduling, maximum teaching load, differentiated staffing, or other innovative ideas can be cooperatively developed and implemented, in kindergarten, first and second grades, immediate and temporary relief shall be provided in said grades.

7-9-1-1 When it is necessary to have class size exceed twenty-five (25) in first and second grades, or a full day average of twenty-five (25) in kindergarten, the Board shall honor teachers' requests for qualified paraprofessional help according to the following schedule:
a. One (1) hour of paraprofessional assistance per day for one (1) to three (3) students over twenty-five (25).

b. Two (2) hours per day for four (4) to six (6) students over twenty-five (25).

c. Three (3) hours per day for seven (7) to ten (10) students over twenty-five (25).

7-9-1-2 In no event shall these classes exceed thirty-five (35) even with paraprofessional assistance unless the only solution is transferring students to other schools or an equally educationally unsound solution. Such problems, if any, will be referred to the Professional Council for review and suggested solutions.

7-9-2 Evaluation of classroom aides working under the supervision of classroom teachers becomes a joint responsibility of the classroom teacher or teachers and the principal.

7-9-2-1 In the event that a teacher deems an aide is not performing adequately, the teacher must first discuss the problem with the aide.

7-9-2-2 The aide will be informed of the person or persons who will or may be involved in the evaluation process.

7-9-2-3 Aides will be given a copy of any evaluation report and will discuss such report with the persons preparing it.

7-9-2-4 After such a conference, the aide will sign the evaluation report.

7-9-2-5 Any evaluation which tends to be negative must contain suggestions for improvement and a time line during which improvement must be made.

7-9-2-6 In the event the aide does not improve adequately during a reasonable period of time, the matter will be referred to the principal for appropriate action.

7-9-3 Teachers shall direct the activities of teachers’ aides while those aides are assigned to the teacher.

7-9-4 Supervision and direction of aides working in the general school setting shall be the responsibility of the principal after consultation with the School Building Committee.

7-10 It is always an administrative responsibility to arrange for the covering of all scheduled classes.

7-11 Elementary planning time will be commensurate with secondary. It is recognized that due to scheduling differences between elementary and secondary schools, elementary planning time may be divided into separate time blocks, one of which shall be at least 25 minutes.
7-12 New approaches and ways to improve quality of instruction must continually be sought. Any form of performance contracting must not be entered into without the direct involvement of the Association in planning, implementation and evaluation of any such procedure.

7-13 In accordance with Article 22-2 it is agreed that $740,000.00 will be placed in the Denver Public Schools budget for 1977 and each year thereafter for the period of this Agreement for the express purpose of relieving identifiable problems of limited duration caused by excessive class size.

7-14 Appropriate guidelines and procedures for implementation of Article 7-13 will be established through the Professional Council by January 1, 1977.

7-15 The Board and Association recognize the need for opportunities for professional growth activities. Teachers are encouraged to participate in these. The Association will continue to cooperate with the Division of Education and the Department of Employee Services in developing voluntary efforts in such areas as discipline, open space schools, and alternative education.

7-16 Teachers who are administratively transferred between first and second semesters will receive, where possible, two (2) days of substitute time during the last week of the first semester, at the teacher's request, to prepare for the new assignment.

7-17 Teachers whose assignments are in two or more schools shall be required to assume supervisory or extra duties only in their home school assignment.

ARTICLE 8 — Teacher Schedules

8-1 Teachers shall be notified of their tentative program, schedule, or grade level assignment for the ensuing year as soon as the master schedule is prepared. In addition, they will be notified of any changes in their tentative program, schedule, or grade level assignment for the ensuing year, including the schools to which they will be assigned, as soon as practicable.

8-2 In order to assure that students are taught by teachers working within their areas of greatest competence, teachers shall not be assigned, except in accordance with regulations of the State Board of Education and for good cause shown, to subjects or classes outside the scope of their teaching certificates, their major or minor fields of study or areas in which the teacher is now prepared to teach. Elementary teachers shall not be assigned to teach grade levels and subject areas that do not conform to the appropriateness of their preparation as indicated by the type teaching certificate they hold and the responses they made on the application to teach in the Denver Public Schools.
8-2-1 The District will develop and maintain an inservice education program for teachers, including vocational education teachers represented by the Association. Such inservice education will carry inservice credit which teachers may use for recertification pursuant to the regulations of the Colorado Department of Education. Inservice education will be offered which allows teachers to earn at least two (2) semester hours of recertification credit in a single year. Such District inservice program costs will be paid for by the District.

8-3 In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any change in their schedules as soon as practicable.

8-4 Teacher schedules shall be made without regard to race, creed, color, national origin, sex, marital status, age, handicapping condition, membership in any teacher organization or such other specified human or civil rights as may be protected by statute.

8-5 Determination of Best Qualified Applicant

8-5-1 In the same school, if more than one teacher has applied for the same program, schedule or grade level assignment, the teacher best qualified for that program, schedule, or grade level assignment shall be appointed, except no teacher shall be considered for a program, schedule, or grade level assignment that they are not currently qualified to occupy as determined either by the State Department of Education or by the North Central Accreditation Association.

8-5-2 The principal shall consider the following in determining which applicant is best qualified:

a. Highest degree held.

b. Semester course hours earned after the Bachelor degree but reduced by thirty, sixty or ninety hours as determined by the highest degree held.

c. Semester course hours earned in the subject area. For secondary teachers, semester course credits in the subject area. For elementary teachers, semester course credits identified on transcripts as "education" except that physical education teachers, instructional media teachers, music teachers, and teachers of other specialty areas shall be compared on the basis of semester hours in the specialty area.

d. Denver Public Schools contract teaching experience in the subject area, such experience to be
counted as preschool/early childhood education through grade three, grade four through grade six, and secondary.

e. Interview ratings reported by the principal. This interview is to be conducted and points awarded prior to any comparison of qualifications of the applicants in criteria a, b, c, d and f of Articles 8-5-2 and 8-5-3.

f. Seniority in the District, including all approved leaves.

8-5-2-1 Except for criteria e above, the exclusive source of information relating to the above criteria shall be the Executive Director of Personnel Services, and teachers' central office personnel files.

8-5-2-2 Comparison of the above criteria shall be done on a standardized form agreed upon by the Association and the District, except that such comparison shall not be made until after principals have made known to the applicants the ratings, in writing, provided for in criteria e above.

8-5-2-3 As a part of the interview process of Article 8-5-2e, principals shall consider at least the following:
   a. Nature of degrees held with respect to major and minor areas of study.
   b. Qualification in more than one teaching area.
   c. Nature of degrees held with respect to nature of thesis or dissertation.
   d. Areas of special qualification or experience.
   e. Participation in school activities.
   f. School related community activities.

8-5-2-4 As a part of the interview process of Article 8-5-2-3, principals may consider additional aspects of teachers' professional service as long as such considerations are uniformly applied and brought to the attention of teachers, in writing, at the beginning of the interview.

8-5-2-5 If the interview process is not conducted according to Article 8-5-2-2, the ratings from such interviews shall not be considered in determining a best qualified applicant.

8-5-3 In order to implement Article 8-5-2 and determine the relative qualification score of each applicant, a numerical point total for each applicant will be computed as follows:
   a. For the highest degree held only: Bachelor degree, 120 points; Master degree, 150 points; Specialist degree, 180 points; Doctoral degree, 210 points.
b. One point for each semester hour of graduate credit earned after the Bachelor degree but reduced by thirty, sixty or ninety semester hours as determined by the highest degree held.

c. One point for each semester hour of credit earned in the subject area as defined in Article 8-5-2c.

d. Three points for each semester of full time Denver teaching experience in the subject area as defined in Article 8-5-2d.

e. Up to twenty-five points for each applicant as determined by the principal after an interview with all applicants, such interview to be conducted by the principal. This interview is to be conducted and points awarded prior to any comparison of qualifications of the applicants in criteria a, b, c, d and f of Articles 8-5-2 and 8-5-3.

f. One point for each semester of full employment as a contract teacher in the District, including all approved leaves.

8-5-3-1 When the subject area is not clearly apparent, as in the case of student advisor, student activities director, etc., the subject area shall be omitted or a mutually acceptable subject area shall be agreed upon by the Association and the Executive Director of Personnel Services.

8-5-4 When the difference in the point total of the top two or more applicants, as computed in Article 8-5-3, is two percent of the highest point total, the principal shall choose between those applicants.

8-6 It is understood that school schedules for each teacher normally will include a variety of instructional assignments. The Board and the Association recognize that students with slow achievement rates need the expertise of experienced teachers as much as do students with rapid achievement rates.

ARTICLE 9 — Non-Teaching Duties

9-1 The Board and the Association recognize that a teacher's primary responsibility is to teach and that the teacher's energies should, to the extent possible, be utilized to this end. Therefore, the Board agrees to make every effort to reduce the following non-teaching duties through the use of teacher aides and part-time clerical assistants so that teachers will have more time to devote to teaching activities:

Non-teaching assignments, including but not limited to, health services; supervision of study halls, corridors, playgrounds, cafeterias, streets, sidewalks, and buses; collect-
ing money from students; delivering books to classrooms; taking inventories; duplicating instructional and other materials; calculating attendance records; and other similar clerical functions.

9-1.1 The Board and Association recognize that the primary responsibility of teachers is to teach and further, that progress has been made in recent years (uninterrupted lunch hour, regularly scheduled planning periods) to enhance the opportunities for teachers to concentrate on teaching. All teachers have in-school responsibilities together with classroom instruction. Paraprofessionals (aides) can give assistance with these responsibilities and can supplement the efforts of teachers in overall building control and supervision. The presence of a teacher or well trained adult authority figure and role model is essential. Times outside the classroom setting are also opportunities to teach such things as need for rules, mutual respect, and respect for both public and private property. To this end, the Board of Education and Association are committed to the position that:

a. The primary, though not exclusive, responsibility of teachers is to teach.

b. Teachers also have important and necessary duties related to maintaining and enhancing the instruction and supervision of pupils in the total school setting.

c. That every school staff shall make a concerted effort to reduce to a minimum the assignment of teachers to duties other than teaching in the classroom.

d. That any teacher time not absolutely necessary for duties other than classroom teaching be assigned time during which the teacher has direct contact with pupils for such purposes including but not limited to tutoring, assisting other teachers as needed.

9-2 Teachers shall not be required to transport pupils to activities which take place away from the school building.

9-3 The Board and Association agree that the efficiency and effective use of teacher aides is an area that needs continuing study and investigation. This will be taken up by the Professional Council.

9-4 Yearly reports on the status of reducing non-teaching duties with the use of aides, part-time help, etc., shall be presented to the Association and Professional Council.

9-5 Each secondary school will provide a total of from four (4) to eight (8) periods of time per school per day for the purpose of fulfilling the duties of department chairperson. The assign-
ment of a period or periods of time and duties to individual chairpersons will be determined by the principal after consultation with the School Building Committee.

9-5-1 Secondary school department chairpersons will assist in determining the assignment of classes to members of their departments after the master schedule has been constructed. Department chairpersons will submit a preliminary class assignment schedule to members of their departments for their information and suggestions. Information and materials should be given and suggestions made at a regularly scheduled department meeting.

9-5-2 Secondary school department chairpersons will be informed of the budgetary allotments for their departments in the areas of instructional material and equipment. Department chairpersons may be called upon to assist in the disbursement of these funds.

9-5-3 Department chairpersons shall be elected by the department, subject to approval by the principal. The term for department chairpersons shall be three (3) years. Department chairpersons shall not succeed themselves unless unusual conditions prevail.

9-6 Teachers shall continue to maintain adequate lesson plans which shall be available for substitutes. Teachers shall not be required to file copies of additional detailed daily lesson plans containing goals, objectives, methods, etc., with the principal or department chairperson unless that teacher is undergoing appraisal.

9-7 Where elementary school grade level chairpersons are used, they should be selected in accordance with Article 9-5-3.

ARTICLE 10 — Teacher Appraisal

10-1 Appraisal of a teacher's performance shall be conducted in accordance with acceptable personnel practice.

10-1-1 The primary objective of teacher appraisal is the maintenance of effective teaching and improvement of instruction.

10-1-2 Appraisal should be considered by teacher and administrator as a positive process to be entered into in a spirit of cooperation.

10-1-3 The appraisal process will be fully discussed by teacher and administrator to insure awareness of procedures to be followed, documents or appraisal instruments to be used, persons to be involved and desired outcomes.

10-1-4 The appraisal process should assist teachers in identifying areas of strength and weakness and should suggest possibilities for greater effectiveness.
10-2 Teachers will be given a copy of any appraisal report and will discuss such report with the administrator preparing it before it is submitted to the teacher's central office file. After such review, the teacher shall sign the report to indicate that the teacher is aware of the contents of the report. Such signature does not indicate agreement with the content. Any appraisal which tends to be negative must contain suggestions and a planned program, in writing, for helping the teacher to improve.

10-3 Monitoring or formal observation of work of a teacher shall be conducted openly with full knowledge of the teacher. Forms for reporting visitations or other observations will include date, time and observations.

10-4 To the extent possible, all formal classroom visitations or observations for the purpose of teacher appraisal shall be for a minimum of thirty (30) minutes. Each such visitation or observation shall be followed within three (3) school days with a conference for the specific purpose of discussing the observations.

10-5 No teacher's compensation shall be reduced below the amount to which the teacher is entitled under the then current salary schedule without just cause, provided, however, that if a teacher is receiving additional compensation for the performance of additional duties, such additional compensation shall not be payable in the event the teacher is relieved of such additional duties. Whether or not just cause exists in any case shall be subject to the grievance procedure.

10-6 Participation in extracurricular activities shall not constitute a valid basis for appraising a person's classroom teaching performance.

10-7 If the contract of a probationary teacher is not renewed, the teacher shall, upon written request, be informed in writing of the reasons therefor.

10-8 Probationary teachers dismissed during the term of their contracts shall be entitled to the procedures provided in "The Teacher Employment, Dismissal, and Tenure Act of 1967."

10-9 No teacher shall assume or be required to assume the role of appraiser for any other teacher.

10-10 The District agrees to have the Association appoint one person to work with appropriate District personnel in planning and implementation of competency-based testing programs in accordance with Article 38-2-1. Although test scores may be an indication of over-all classroom student performance and may reflect the need for alternative approaches to instruction, such scores shall not be used for teacher appraisal.

10-11 Each teacher who has attained tenure will be appraised every five years following attainment of tenure. Such appraisal
will be in accordance with the other provisions of this Article and will be used as a means of fairly appraising teacher performance.

10-11-1 The Association and the District shall each appoint three (3) members to a task force whose responsibility shall be the formulation of an appropriate tenured teacher appraisal form.

10-11-2 Should the principal determine that a subsequent appraisal is necessary, such appraisal shall be conducted only during the appropriate school year and shall be according to the following conditions:

a. The second appraisal shall follow not sooner than ninety (90) school days nor later than one hundred twenty (120) school days following the first appraisal.

b. No second appraisal shall occur unless the principal has first presented the teacher with a written program for improvement which includes specific areas where improvement is needed and the teacher has been given no fewer than ninety (90) school days in which to effect an improvement based on the principal’s suggestions.

10-11-3 Any teacher who has reason to be dissatisfied with an appraisal may request a second appraisal at any time.

ARTICLE 11 — Teacher Files

11-1 All teacher permanent central office files shall be maintained under the following conditions:

a. All materials placed in the permanent central office file, and originating within the District, from this date forth shall, upon request, be available to the teacher for inspection.

b. Material originating within the District and which is derogatory 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. The teacher shall acknowledge reading such material by signing the actual copy to be filed. Such signature does not indicate agreement with the content of such material.

c. Principals desiring to place a letter of reprimand or other derogatory accusations in teachers' central office personnel files shall first issue a letter of warning that such alleged behavior or action is inappropriate. No such letters of reprimand shall be forwarded unless the allegations contained therein are supportable by evidence. In addition to having the right to rebut as in
Article 11-ld, the teacher shall be allowed a hearing before the Executive Director of Personnel Services, or designee, with the teacher and principal present. The nature of such evidence and its appropriateness is subject to the grievance procedure.

d. The teacher shall have the right to answer any material filed, and the answer shall be reviewed by the Executive Director of Personnel Services and attached to the file copy.

e. All references and information originating outside the District on the basis of confidentiality and information obtained within the District in the process of appraising the teacher for employment shall not be subject to this Agreement and therefore shall not be available for inspection by the teacher.

f. 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 paragraphs a, b, c, and d of this article before its use in any central office action that affects a teacher's employment status, promotion, demotion, or dismissal.

g. Teachers may review, upon request, all copies of their personnel records in accordance with open records law. copies of such material in the teacher's file will be made available to the teacher without cost.

h. If persons, not employed by the Denver Public Schools, request the right to see a teacher's records, the name of the person(s) making the request, and the date the request is granted will be recorded and placed in the teacher's file.

11-2 Written material sent to the central office by students or parents shall be sent to the principal and shall not be included in the central office files except under the conditions of Article 11-1.

ARTICLE 12—Instructional Materials

12-1 The Board will endeavor to provide sufficient instructional materials and equipment, within budgetary limitations, to insure that each pupil and teacher will have the best possible access to them.

12-2 Each school will be allocated a revolving fund through their budget account to be used for the purchase of instructional materials that are not otherwise readily obtainable by the teachers. Teachers may request of the principal authorization for such items as specially needed in their classes.

12-3 The Board and Association agree that matters concerning instructional materials need continuing study and investigation. This will be taken up by the Professional Council.
12-4 The Board will make every effort within budgetary limitations to make sure all instructional equipment is in working condition and up to date.

12-5 The Board and the Association support equal educational opportunity for the children of the District. It is their aim through the careful selection of multi-ethnic instructional materials to help students develop a sense of individual worth and respect of the worth of others, regardless of their backgrounds or abilities.

12-6 Prior to the final preparation of budgets for materials and supplies, department and grade-level chairpersons shall involve the teachers in their departments or grade levels in order to jointly determine the most equitable distribution of materials and supplies budgets.

12-6-1 Principals will, prior to finalizing building budgets, strive to include the priorities arrived at by departments or grade level.

ARTICLE 13 — Transfer

13-1 General Principles

13-1-1 A change in assignment from one school to another may be requested by the teacher affected, by the principal of the teacher’s school, or may be initiated by the Superintendent and the Superintendent’s staff. The approval of the Superintendent or the Superintendent’s designee is required for any such change in assignment granted.

13-1-2 The principal criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the District.

13-1-3 The best educational program results from the selection of a school faculty which is well-balanced in terms of teacher experience, general background, and competence. Careful consideration will be given to each of the above when filling vacancies.

13-2 Posting of Vacancies

13-2-1 Vacancies covered by this Article shall include teaching positions, school nurse positions, psychologist positions, speech correctionist positions, social worker positions, student advisor positions, student activities director positions and all other positions in schools included in the negotiating unit as defined in Article 3.

13-2-2 Except during summer intermission, vacancies subject to posting shall exist within schools only if principals are unable to fill their staffing needs with qualified teachers who are current members of their faculties.
13-2-3 The principal of each school shall report all known vacancies to the Division of Education and the Department of Personnel Services.

13-2-4 Vacancies occurring during the first semester of each school year shall be filled on a temporary basis. The Superintendent or the Superintendent's designee shall have such vacancies posted in the office of each school not later than the second day preceding the winter intermission.

13-2-5 Vacancies occurring during the second semester of each school year shall be filled on a temporary basis. The Superintendent, or the Superintendent's designee, shall have such vacancies posted in the office of each school not later than May 15.

13-2-6 Any vacancies on the December or May listings not bid upon or filled by active transfer requests by the last day of each semester may be permanently filled by new contract teachers.

13-2-7 Vacancies occurring during the summer intermission shall be subject to the following procedures:

13-2-7-1 Such vacancies may be permanently filled by unassigned teachers on administrative transfer status.

13-2-7-2 All vacancies occurring during the summer recess through July 15 and unfilled under the provisions of Article 13-2-7-1 shall be reported to the Executive Director of Personnel Services for limited bidding. The Superintendent, or the Superintendent's designee shall have such vacancies posted in the administration building at 900 Grant Street for the period July 15 through July 25.

   a. Currently assigned teachers may bid on vacancies in their schools only. Teachers administratively transferred the previous two semesters may bid on vacancies in schools from which they were transferred.
   b. All bids must be received by August 1.
   c. Bids may be on a vacancy request form or by letter bearing the signature of the applicant.
   d. Bidding shall be controlled by Article 13-5 except paragraph 13-5-2e shall not apply.
   e. Teachers shall be notified in writing of action on their vacancy request by August 15.
   f. Any vacancies unfilled after the operation of provisions a through e above shall be added to vacancies arising under Article 13-2-7-3.

13-2-7-3 All vacancies occurring during the period July 16 through the last day of the summer intermission and
unfilled under the provisions of Article 13-2-7-1 shall be filled on a temporary basis.

a. Such vacancies may be filled for up to one year by new contract teachers or a lesser time by permanent substitute teachers.

b. If a reduction in staff occurs in an individual school as a result of enrollment loss in September, or at the end of each semester, teachers assigned to a specific subject area or grade level under the provisions of paragraph a above shall be administratively transferred before any regularly assigned teacher in that same subject area or grade level in that school is administratively transferred.

13-2-8 Vacancy lists published in December and on May 15 shall include all known vacancies reported by principals, except that vacancies filled by teachers on administrative transfer status shall be listed as "filled by administrative transfer," and except that vacancies affected by current legal requirements and vacancies for limited periods of time shall be noted as having appropriate restrictions.

13-3 Requesting Voluntary Transfers

13-3-1 Teachers who desire a transfer to another school shall file a request on the appropriate form with the Executive Director of Personnel Services.

13-3-1-1 For transfers to be effective at the beginning of the second semester of each school year, requests must be made not later than the second day following the winter intermission.

13-3-1-2 For transfer to be effective at the beginning of the first semester of each school year, requests must be made not later than May 25.

13-3-1-3 Requests on file prior to the posting of vacancies will also be considered.

13-3-2 All current requests for transfer will be considered inactive and destroyed on October 1 and March 1 of each school year. Teachers may renew their requests for transfer after each of these dates.

13-3-3 All transfer requests received will be acknowledged in writing by the Department of Personnel Services.

13-4 Filling Vacancies

13-4-1 All vacancies appearing on the list published the second day preceding the winter intermission shall be filled during the period beginning the third day following the winter intermission and ending the last day of the first semester.
13-4-2 All vacancies appearing on the list published May 15 shall be filled during the period May 16 through the last day of second semester.

13-4-3 All supplemental vacancies, including those that occur as the result of granting voluntary transfers and administrative transfers shall be filled from among remaining active requests for transfer not later than the last day of each semester.

13-4-4 Vacancies occurring under the provisions of Articles 13-2-4 and 13-2-5 shall be permanently filled in the following order:
   a. Administrative transfers due to loss of enrollment
   b. Administrative transfers due to other reasons
   c. Voluntary transfers seeking to limit travel time
   d. Other voluntary transfers
   e. Teachers newly hired

13-4-5 In considering a request for transfer, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the District.

13-5 Determination of Best Qualified Applicant

13-5-1 If more than one teacher has applied for the same position, the teacher best qualified for that position shall be appointed, except no teacher shall be considered for a position that they are not currently qualified to occupy as determined either by the State Department of Education or by the North Central Accreditation Association.

13-5-2 The Executive Director of Personnel Services, or designee, shall consider the following in determining which applicant is best qualified:
   a. Highest degree held
   b. Semester course hours earned after the Bachelor degree but reduced by thirty, sixty or ninety semester hours as determined by the highest degree held.
   c. Semester course hours earned in the subject area. For secondary teachers, semester course credits in the subject area. For elementary teachers, semester course credits identified on transcripts as "education" except that physical education teachers, instructional media teachers, music teachers, and teachers of other speciality areas shall be compared on the basis of semester hours in their specialty area.
   d. Denver Public Schools teaching experience in the subject area, such experience to be counted as
preschool/early childhood education through grade three, grade four through grade six, and secondary.

e. Interview ratings reported by the principal. This interview is to be conducted and points awarded prior to any comparison of qualifications of the applicants in criteria a, b, c, d, f and g of Articles 13-5-2 and 13-5-3.

f. Seniority in the District, including all approved leaves.

g. At the principal’s option, other objective criteria peculiar to the position being sought, as long as any such objective criteria is brought to the attention of applicants as a part of the posting of the position or vacancy as controlled by Article 13-2.

13-5-2-1 Except for criteria e above, the exclusive source of information relating to the above criteria shall be the Executive Director of Personnel Services, and teachers’ central office personnel files.

13-5-2-2 Comparison of the above criteria shall be done on a standardized form agreed upon by the Association and the District, except that such comparison shall not be made until after principals have forwarded their interview ratings to the Executive Director of Personnel Services.

13-5-2-3 As a part of the interview process of criteria 13-5-2e principals shall consider at least the following:
   a. Nature of degrees held with respect to major and minor areas of study
   b. Qualification in more than one teaching area
   c. Nature of degrees held with respect to nature of thesis or dissertation
   d. Areas of special qualification or experience
   e. Participation in school activities
   f. School related community activities

13-5-2-4 As a part of the interview process of criteria 13-5-2e principals may consider additional aspects of teachers’ professional service as long as such considerations are uniformly applied and brought to the attention of teachers, in writing, at the beginning of the interview.

13-5-2-5 If the interview process is not conducted according to Article 13-5-2-2, the ratings from such interviews shall not be considered in determining a best qualified applicant.

13-5-3 In order to implement Article 13-5-2 and determine the relative qualification score of each applicant, a numerical point total for each applicant will be computed as follows:
a. For the highest degree held only: Bachelor degree, 120 points; Master degree, 150 points; Specialist degree, 180 points; Doctoral degree, 210 points.

b. One point for each semester hour of credit earned after the Bachelor degree but reduced by thirty, sixty or ninety semester hours as determined by the highest degree held.

c. One point for each semester hour of credit earned in the subject area as defined in Article 13-5-2c.

d. Three points for each semester of full time contract Denver teaching experience in the subject area as defined in Article 13-5-2d.

e. Up to twenty-five points for each applicant as determined by the principal after an interview with all applicants, such interview to be conducted by the principal. This interview is to be conducted and points awarded prior to any comparison of qualifications of the applicants in criteria a, b, c, d, f and g of Articles 13-5-2 and 13-5-3.

f. One point for each semester of full time employment as a contract teacher in the District, including all approved leaves.

g. Five points shall be subtracted from the point total for each area of objective criteria listed according to Article 13-5-2g when such criteria are not met by an applicant. The decision to subtract points shall be made by the Executive Director of Personnel Services, or his designee, except that no more than fifteen points shall be subtracted from the point total of each applicant.

13-5-3-1 When the subject area is not clearly apparent, as in the case of Student Advisor, Student Activities Director, etc., the subject area shall be omitted or a mutually acceptable subject area shall be agreed upon by the Association and the Executive Director of Personnel Services.

13-5-4 When the difference in the point total of the top two or more applicants, as computed in Article 13-5-3, is two percent or less than two percent of the highest point total, the principal having the vacancy shall choose between those applicants.

13-6 Transfer Requested by Administration

13-6-1 Written notice of administrative transfer shall be given to teachers as soon as practicable and, under normal circumstances, not later than thirty days prior to the close of each semester.
13-6-2 A transfer will be made only after a meeting between the teacher involved and the Superintendent, or the Superintendent's designee, at which time the teacher will be notified of the reasons therefore.

13-6-2-1 In the event the teacher objects to the transfer, the teacher may immediately notify the Association.

13-6-2-2 The Superintendent, or the Superintendent's designee will then meet with the teacher and the Association Representative to discuss the matter as provided in Article 6.

13-6-3 A list of open positions in the District will be available to all teachers being administratively transferred.

13-6-3-1 When a choice of positions is possible, teachers may indicate an order of preference for appropriate consideration.

13-6-3-2 A teacher being involuntarily transferred or reassigned shall have preference over a teacher seeking voluntary transfer or reassignment as provided in Article 13-4-4.

13-6-4 Transfers because of unexpected changes in enrollment may be made at any time according to procedures of Article 13-5.

13-6-5 Transfers shall not be used by any administrator as punitive or disciplinary action.

13-6-6 In instances where staff reductions are necessitated by decrease in enrollment, job elimination, budget considerations, change of programs, or program choices, the Superintendent's designee shall follow the procedures of Article 13-5 in a reverse manner in determining who shall be transferred.

13-6-6-1 For purposes of staff reduction due to loss of enrollment, teachers serving in such auxiliary positions as Student Advisors, Student Activities Directors, etc., shall be considered as members of the department they are normally assigned to while not serving in an auxiliary position.

13-6-7 When a teacher is required to take courses for new assignment as a result of an administrative transfer, the Board shall pay the costs of such retraining or reimburse the teacher for reasonable expenses incurred for tuition, fees and materials.

13-6-8 No teacher shall be administratively transferred due to enrollment loss more than twice in any ten-year period and such teacher shall be exempted from consideration for administrative transfer due to enrollment loss for
the duration of the ten-year period beginning from the
date of the first such transfer.

13-6-9 Teachers being administratively transferred because of
the closing of a school shall be placed in new and com­
parable assignments prior to the operation of Article
13-4 and according to the procedures of Article 13-5.

13-6-9-1 As soon as determination of attendance areas for
students displaced by a school closing has been made,
new teacher positions required as a result of such
changes in attendance areas shall be determined.

13-6-9-2 Teachers being displaced by school closings shall be
assigned to such new positions as follows:

a. Elementary teachers may, at their option, bid
for one of such new positions in the same grade
level, e.g., preschool/early childhood education
through grade three, grade four through grade
six, special elementary subject areas. Secondary
teachers may bid on the subject area from
which they were displaced. Bidding will be
controlled by Article 13-5 except that paragraph
13-5-2e shall not apply.

b. After the operation of paragraph a above,
teachers still unassigned may, at their option,
bid for remaining new positions for which
they are qualified at other than the same grade
level or subject from which they were dis­
placed, bidding to be controlled by Article 13-5
except that paragraph 13-5-2e shall not apply.

c. After the operation of paragraphs a and b
above, teachers still unassigned shall be con­
sidered for assignment as a part of Article
13-4-4, paragraph a.

13-6-10 Vacancies occurring as a result of the opening of a
school shall be subject to the following procedure:

13-6-10-1 Teachers on administrative transfer status as a result
of enrollment loss caused by student reassignment to
schools being opened shall have the option of:

a. Placement in the school being opened
b. First priority consideration for placement in
other available vacancies as defined by Article
13-4-4a

13-6-10-2 All remaining positions in schools being opened shall
be posted according to Article 13-2-4 or Article 13-2-5
and filled according to Article 13-4.

13-6-11 Transfers because of unusual situations may be made
at any time, except that such transfers shall not be made
without due process procedures and according to the
procedures of Article 13-5.
13-6.12 No teacher shall be transferred from a school for reasons stemming from confrontation with students or parents unless the following conditions are met:

a. Principals shall immediately notify the Division of Education and the Association that a problem has arisen.

b. A meeting shall be held which shall include the teacher, Association representatives, and appropriate administrators.

c. No public statement shall be made by any of the parties prior to the meeting spelled out in item b above.

d. Unless the personal safety of teachers is endangered and unless teachers are physically or emotionally unable to assume normal duties, teachers shall remain in their assignment.

e. If a decision to transfer is made by the principal, it will first require review and approval by the Division of Education.

f. Only the parties at interest shall have access to any documentation regarding the incident and subsequent action in accordance with provisions of law.

g. Any students involved in the incident shall be afforded all due process rights to which they are entitled under law.

h. Teachers shall in no way surrender any rights to file a grievance or to pursue legal action as they may desire.

i. Teachers involved in the incident shall be afforded all due process rights to which they are entitled under the Agreement and applicable law.

13-7 Notice of Transfer

13-7.1 If a transfer is to be made, the teacher and the administrators concerned will be notified of the new assignment, in writing, by the last day of each semester.

13-7.2 Except in unusual cases, teachers who are to be transferred will be notified of their new assignment, in writing, by the last day of each semester.

13-7.3 On or about February 15 and June 15 of each year, the Executive Director of Personnel Services shall make available to the Association a District-wide schedule showing the names of all persons who have been transferred and the nature of such transfers. A supplemental listing of transfers and their nature shall be made available to the Association by the end of August.

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13-8 Teacher Exchange Transfer

13-8-1 The Board and Association agree that teachers may avail themselves of professional growth opportunities by participating in exchange transfers in the Denver Public Schools. An exchange transfer is defined as a transfer which may occur when two certificated teachers successfully develop tentative arrangements for an exchange of their respective assignments of employment as follows:

13-8-1-1 Teachers who are interested in exchange transfer teacher positions in the Denver Public Schools may submit a formal application to the Executive Director of Personnel Services on or before March 1.

13-8-1-2 An exchange transfer list of interested teachers will be published and posted in each school on or before March 15.

13-8-1-3 All considerations and decisions on exchange transfer must be made not later than April 15.

13-8-1-4 Any teacher may examine the exchange transfer lists. If, upon examination, a potential for exchange is possible, it shall be the teacher's responsibility to make initial contact with the other teacher.

13-8-1-5 If, after discussion, both teachers agree to proceed, they shall notify the Executive Director of Personnel Services and their respective principals on the appropriate form.

13-8-1-6 All parties, teachers, principals and the Executive Director of Personnel Services, or designee, will meet to discuss the possible exchange transfer within ten (10) school days after the teachers have declared their interest, in writing, to their principals and to the Department of Personnel Services.

13-8-1-7 Within three school days following the meeting described in Article 13-8-1-6, all parties must agree or disagree to the proposed exchange transfer.

13-8-2 The exchange transfer is limited to certificated teachers having completed a minimum of three (3) years contract teaching in the Denver Public Schools and teachers not currently under teacher appraisal in accordance with Articles 10 and 22.

13-8-3 Teachers approved for exchange transfer will be considered as a part of the faculty of the school from which they came in the event of reduction of faculty. Should an administrative transfer resulting from reduction of faculty involve either teacher applicant, the exchange transfer will be terminated, as determined by the Execu-
tive Director of Personnel Services. This action may occur at any time through the period of finalization of faculty assignments.

13-8-4 Elementary teachers requesting exchange transfer must hold appropriate teaching credentials for the position requested.

13-8-5 Secondary teachers requesting exchange transfer must hold appropriate teaching credentials and be approved in their subject area(s) by the North Central Accreditation Association.

13-8-6 The number of exchange transfers from any one school or department will be limited to a reasonable number as determined by the principal.

13-8-7 All teacher exchange transfers will be subject to the conditions and guidelines set out in the District's Affirmative Action Plan regarding the ethnic balance of faculties.

13-8-8 Term of exchange transfer:
   a. Exchange transfers shall be for one year and will be effective at the beginning of each school year.
   b. Requests for extension of the exchange transfer assignments for one additional year may be made by reapplying under provisions of Article 13-8-1.
   c. A teacher may not apply for an exchange transfer for more than two successive years.

ARTICLE 14 — Summer School and Evening School

14-1 Summer School

14-1-1 A statement of all subject area openings for summer school teachers will be adequately publicized by the Superintendent and shall be posted in each school building as early as possible, and under normal conditions not later than the preceding March 15. Applications must be submitted within two weeks of the posting of said notices. Teachers who have applied for such summer school positions will be notified of the action taken regarding their applications as early as practicable, and under normal circumstances not later than May 10.

14-1-2 Positions in summer school will, to the extent possible, be filled first by regularly appointed teachers in the Denver Public Schools.

14-1-3 In filling such positions, consideration will be given to a teacher's area of competence, major and minor fields of study, quality of teaching performance, and attendance record. Except as provided in Article 14-1-4 and 14-2-4 and in the event more than one teacher has
applied for a position(s), the procedures of Article 13-5 shall be used to determine the best qualified applicant, who shall then fill the position.

14-1-4 In areas where there are more qualified applicants for summer school positions than positions available, preference shall be given to applicants who have taught not more than two summer sessions immediately preceding the current year.

14-1-5 When a sufficient number of regularly appointed teachers in the Denver Public Schools is not available to fill the positions, they will then be filled next in order of preference, by substitute teachers in the Denver Public Schools. To the extent that they are applicable, the same criteria that are used in making appointments from among regularly appointed teachers will be used in regard to substitute teachers.

14-1-6 Teachers employed in summer school may use previously accumulated sick leave but shall not be entitled to additional sick leave credits by reason of summer school employment.

14-1-7 Summer school teachers shall be paid an hourly rate of pay according to the formula set forth in S-1-2 of Schedule 1 and applied to the then current salary schedule.

14-2 Evening School

14-2-1 Teachers who wish to apply for positions in the evening school, except for the adult vocational education classes, shall make written application directly to the Emily Griffith Opportunity School prior to June 1 for the following school year. Teachers who have applied for such evening school positions will be notified of the action taken on their applications as early as practicable and, under normal circumstances, not later than September 1.

14-2-2 Positions in the evening school, except for adult vocational education classes will, to the extent possible, be filled first by regularly appointed teachers in the Denver Public Schools.

14-2-3 In filling such positions, consideration will be given to a teacher’s area of competence, major and minor fields of study, quality of teaching performance, and attendance record. Except as provided in Article 14-1-4 and 14-2-4 and in the event more than one teacher has applied for a position(s), the procedures of Article 13-5 shall be used to determine the best qualified applicant, who shall then fill the position.

14-2-4 In areas where there are more qualified applicants for evening school positions than positions available, pref-
ference shall be given to applicants who have taught not more than two years immediately preceding the current school year.

14-2-5 When a sufficient number of regularly appointed teachers in the Denver Public Schools is not available to fill the positions, they will then be filled next in order of preference, by substitute teachers in the Denver Public Schools. To the extent that they are applicable, the same criteria that are used in making appointments from among regularly appointed teachers will be used in regard to substitute teachers.

14-2-6 Evening school teachers shall be paid an hourly rate of pay according to the formula set forth in S-1-2 of Schedule 1 and applied to the then current salary schedule.

ARTICLE 15 — Vacancies in Other Than Classroom Teaching Positions

15-1 A copy of the publication "Job Descriptions for Personnel in Administrative and Supervisory Assignments" shall be placed in each school. This manual is to include the official title, function, responsibility and authority, typical duties and job specification profile of each job classification. A copy of the current salary schedule will be included in the manual.

15-2 Vacancies and positions posted under this Article shall include administrative positions, supervisory positions, teacher assistant to the principal positions, special assignment positions and other positions where teachers perform full time administrative functions.

15-3 Teachers who desire consideration for such vacancies or positions may submit a letter of application to the Executive Director of Personnel Services at any time.

15-4 The Executive Director for Personnel Services shall acknowledge promptly, in writing, the receipt of such applications.

15-5 The Executive Director of Personnel Services shall have posted in the office of each school, a list of known vacancies or new job positions as they occur during the school year.

15-6 The Board agrees that a list of temporary summer jobs of a business nature within the District will be provided to business education teachers who are required by state vocational certification rules to earn the required hours of office-related work experience for recertification so that they may, if they wish, apply for such employment.

ARTICLE 16 — Teacher Facilities

16-1 Each school will have the following facilities:
16-1-1 Space in each classroom in which teachers may safely store instructional materials and supplies, provided that the Board shall not be held to be the insurer of the teachers' personal belongings stored in such space.

16-1-2 A desk and chair for each teacher except in unusual circumstances.

16-1-3 Well-lighted and clean teacher rest rooms.

16-2 Insofar as financially practicable and as expeditiously as possible, each school shall be provided with the following:

16-2-1 A work room for teachers containing equipment and supplies to aid in the preparation of instructional materials.

16-2-2 A furnished room to be used as a faculty lounge. Such room will be in addition to the aforementioned teacher work room.

16-2-3 Telephone service available to teachers which permits privacy of conversation.

16-2-4 Space in the parking lot at each school will be reserved for teacher parking.

16-2-5 When the School 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.

16-2-6 Each teacher will be provided a place which may be locked to keep personal items. Said places may be in teachers' lounges or individual school rooms.

16-3 When new schools are constructed, they will include teacher facilities of the nature noted above.

**ARTICLE 17 — Personal Injury Benefits and Property Damage**

17-1 Temporary Disability

17-1-1 Teachers temporarily absent from school and temporarily unable to perform their duties as a result of personal injury incurred in the scope and course of their employment, while in school or on school grounds and not the result of their own negligence, will be paid their full salary less the amount of any workmen's compensation payments or award made for temporary disability due to said injury for the period of such temporary absence for a total period of six months from the date of such injury, or remainder of the school year, whichever is longer. No part of such temporary absence, not in excess of a total period of six months from the date of such injury will be charged against the teacher's ordinary sick leave. The Board will assume the burden of medical expenses not covered by the health insurance and workmen's compensation.
17-1-2 The Board shall have the right to have such teachers examined by a physician designated by the Board to assist it in determining the length of time during which the teachers are temporarily unable to perform their duties, and that the disability is attributable to the injury involved. In the event that there is an adjudication of the period of temporary disability in the appropriate workmen's compensation proceeding, the Board may adopt such adjudication.

17-2 The Board will reimburse teachers for any clothing or personal effects damaged or destroyed in the scope and course of employment, provided such damage or destruction is not the result of the teacher's negligence.

17-3 Teachers who follow reasonable and prudent practices in confiscation of student property consistent with established school rules or with the accepted code of pupil conduct, shall not be liable for any student loss of property. Should proceedings be brought against a teacher alleging negligence, the Board shall instruct its attorney, when appropriate, to assist the teacher's defense and act as legal counsel for the teacher affected.

ARTICLE 18 — Teacher Protection From Assaults

18-1 Any teacher who suffers an assault in connection with their employment shall immediately make a written report of the circumstances thereof to their principal. Upon the teacher's request, the principal will immediately summon the police for the purpose of preparing a teacher complaint against the student. Within a 24-hour period following the incident, the principal and the offended teacher shall mutually compile a written report, including supplemental reports, attaching copies of any summons, etc. Every instance of student assault upon a teacher will be reported to the central administration following the above outlined procedure.

18-2 Such reports will be forwarded to the Board through the Superintendent's office and, in the event civil or criminal proceedings are brought against the teacher, the Board will comply with any reasonable request by the teacher for information in the Board's possession not privileged by law or policy of the District and relevant to the incident reported.

18-3 If criminal or civil proceedings are brought against a teacher alleging that the teacher committed an assault in connection with the teacher's employment, such teacher, after making the reports described in Article 18-1 above, may request the Board's assistance in the preparation of the teacher's defense. Upon receipt of such request, the Board will instruct its attorney to consult with the teacher's legal counsel in the
preparation of the teacher's defense, insofar as the interests of the teacher and the District are not conflicting.

18-4 Nothing in this article shall prejudice any action that the Board might otherwise take regarding the teacher's employment status.

18-5 Liability insurance coverage in the amount of $100,000 shall be provided to each teacher. Costs of such coverage shall be paid by the Board.

18-6 The Executive Director for Personnel Services shall contact any assaulted employees to determine what legal action may be requested and to inform the employees of their rights.

18-6-1 If the employee decides that legal action should be taken, the Executive Director of Personnel Services will consult with the Denver Public Schools legal staff and give advice and counsel to the employee.

18-6-2 The Executive Director for Personnel Services and the administrator in charge of the school or department shall assist the assaulted employee to make criminal complaints against either the adult or juvenile offender.

ARTICLE 19 — Student Conduct and Discipline

19-1 General Principles

19-1-1 The chief purpose of the school is to educate those students in its charge. Behavior which tends to conflict with the educational program of the Denver Public Schools or which is inimical to the welfare of other students will be subject to disciplinary action.

19-1-2 Respect for constituted authority and obedience thereto is an essential lesson to qualify one for the duties of citizenship, and the classroom is an appropriate place to practice and teach that lesson.

19-1-3 Colorado school law requires students to attend school until age sixteen or graduation from the twelfth grade, CRS 1973:22-33-104. Colorado school law also permits attendance until the age of twenty-one, CRS 1973:22-33-103.

19-1-4 Student conduct and discipline policies and rules and their enforcement shall be consistent with applicable law.

19-1-5 Students violating any of the policies and rules shall be subject to appropriate disciplinary action, including suspension, expulsion, and referral to the proper law enforcement authority.

19-2 Objectives

19-2-1 Objectives of the policies pertaining to student conduct and discipline:
a. To facilitate teaching and learning in the classroom.
b. To help develop proper attitudes toward law and order in the schools and community.
c. To educate our youth of their responsibility to follow accepted rules of conduct.
d. To aid in the fulfillment of the responsibility invested in the schools by the State of Colorado.

19-3 Policy Development

19-3-1 Board of Education policies on student conduct and discipline shall be developed, written, and reviewed jointly by representatives of the Superintendent and representatives of the Denver Classroom Teachers Association for recommendation to the Board of Education. The Superintendent's representatives shall include parents and students.

19-3-2 The report(s) of the presently functioning committee on discipline may be adopted by the Board of Education. One such report was adopted by the Board of February 22, 1979, and ratified in May, 1979, by the Denver Classroom Teachers Association. The report adopted February 22, 1979, will be the basis for revision of Denver Public Schools Policy 1214B, and is printed as a part of the appendix of this Agreement. This report and other reports that are adopted as a part of the current committee on discipline's recommendations will be printed and distributed to all teachers for appropriate ratification and implementation as appended parts of Agreement Article 19 and Denver Public Schools Policy 1214B. Subsequent revision(s) may be made by the Board, as needed, in a similar fashion.

19-4 Rule Development in the School

19-4-1 Specific rules for each school shall be developed, written, and reviewed by the School Building Committee in cooperation with the principal, parents, and students to implement Board of Education policies with respect to student conduct and discipline. A copy of such rules shall be supplied to the Assistant Superintendent for Elementary Education or the Assistant Superintendent for Secondary Education, whichever is appropriate. Copies shall be provided to parents and students and also shall be provided to all interested persons or organizations upon request.

19-4-1-1 Individual building codes of student conduct and discipline shall contain provisions which speak directly to the mechanics and handling of cases which involve verbal abuse of teachers by students.

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19-4-1-2 Building policies on student conduct and discipline shall include provisions for specific procedures to be used in dealing with temporary exclusions from class. Such procedures shall include the administrative action taken and the method for reporting these actions to the teacher responsible for initiating the exclusion action.

19-4-2 Individual teachers or teachers in a department or grade level group may make specific rules consistent with building rules and within the framework of the policies of the Board of Education.

19-4-3 If a situation should arise in which there appears to be no applicable Board of Education policy or school rule, the certificated personnel would be expected to exercise reasonable and professional judgment. In such situations, the certificated personnel in the building, in cooperation with the principal, have the responsibility for considering development of applicable rules.

19-4-4 Rules should be kept to a minimum and reviewed at least annually. These rules should meet the minimum standards included in Articles 19-6 and 19-7.

19-5 Enforcement

19-5-1 Enforcement of Board of Education policies and school building rules is the joint and common responsibility of the certificated personnel and the principal. When the certificated personnel and the principal exercise such responsibility or when they exercise reasonable and professional judgment in the absence of rules, they will receive the support of the central administrative staff and the Board of Education.

19-5-2 Enforcement of rules within a classroom or in the conduct of a school activity, whether curricular or extracurricular, is primarily the responsibility of the certificated personnel in charge. When certificated personnel use reasonable and professional judgment in enforcing the rules, they will receive the support of the school administrative staff and the Board of Education.

19-5-3 Certificated personnel should use reasonable and professional judgment in considering and acting on complaints arising from the enforcement of policies or rules on student conduct and discipline. It is vital that there be communication and understanding among certificated personnel and principals or their designees regarding such complaints where, in the judgment of those concerned, the matter is of consequence.

19-5-4 During the school years 1979-80 and 1980-81, consistent with Article 7-1-4, all certificated members of faculties
shall be given credit for human relations and intergroup education (ZB-III) inservice which shall consist of workshops in the interpretation and implementation of Article 19.

19-5-4-1 Such workshops shall be planned and implemented through the Professional Council in cooperation with appropriate departments of the Division of Education.

19-6 General Policies on Student Conduct and Discipline

19-6-1 All general policies and specific behavior prohibitions cover student conduct and discipline in the classroom, the school building, and the school grounds. The policies cover the normal school day and activities directly related to the instructional program, including both curricular and extracurricular activities.

19-6-2 Rights of Certificated Personnel and Principals

a. Teachers may remove a disruptive student from the classroom to the school administrative staff after efforts consistent with adopted school building rules and procedures have been tried with the student.

b. A principal or the principal's designee may suspend a student on the grounds stated in Section 22-33-106 of the 1973 Colorado Revised Statutes for any period not to exceed five (5) school days. Principals exercising this authority must conform with the requirements of Board of Education policy 1205E.

c. Upon the written request or permission of a parent or guardian and after a thorough investigation by the principal, corporal punishment for repeated and aggravated offenses may be administered to students by principals and teachers. Minimal procedures necessary to protect the student's interest without undercutting the disciplinary value of the punishment are as follows:

1. The student must be informed beforehand that specific misbehaviors could result in corporal punishment.

2. Corporal punishment should never be used as a first line of punishment for misbehavior. Attempts to modify behavior by some other means will insure that the student has clear notice that certain behavior subjects him to physical punishment.

3. A teacher or principal must punish corporally in the presence of a second school official, teacher or principal, who must be informed beforehand and in the student's presence of the reason for the punishment.
4. Such punishment must not be cruel or unusual.
5. An official who has administered such punish­ment must provide the child’s parent, upon re­quest, a written explanation of the reasons and the name of the second official who was present.
6. Additional rules may be developed in schools to govern such matters as the nature of corporal punishment, the location, officials who administer it, place of the administration, instruments used, and a report of the punishment.

d. When engaged in their duties and responsibilities as teachers, teachers may use reasonable force as is necessary to protect themselves from an assault or to prevent an assault upon other students.

19-6-3 Responsibilities of Certificated Personnel and Principals
a. Principals and teachers are responsible for the maintenance of order within the classroom and the school. Authority to use reasonable and prudent force and restraint for the purposes of maintaining order and for safeguarding the persons of students and school employees is delegated by the Board of Education to certificated personnel.

b. In the exercise of their authority to control and maintain discipline in classes, teachers should use reasonable and professional judgment concerning matters not provided for by the policies adopted by the Board of Education. Teachers actions shall be consistent with law.

c. Principals and teachers are to maintain records of student conduct that may require disciplinary action. These records should include date and time, a statement descriptive of the violation, and the action taken. Recommendations on how students can improve their conduct shall be included in the records.

d. Disciplinary decisions should be made with reasonable promptness.

e. Final disciplinary decisions of teachers and principals should be arrived at cooperatively whenever feasible and announced to all parties affected in a manner agreed upon by those making the decisions.

f. Whenever it appears that a student requires the attention of professional persons other than teachers, such as counselors, psychologists, social workers, law enforcement personnel, physicians, etc., a teacher will inform the principal or appropriate administrative staff member on designated referral forms, so that reasonable steps can be taken.
g. Principals' and teachers' responsibility for a student may be relinquished in accordance with Denver Public Schools policies or administrative directives which cover dismissal of a student during a school session.

h. Students who have been suspended or expelled from school and who have been directed to stay off school grounds shall be subject to penalties provided in city ordinances and state laws if they come to any Denver Public Schools grounds or buildings without permission.

i. Whenever a principal or the principal's designee deems a person to be loitering in the vicinity of a school without apparent lawful business, the principal or the principal's designee shall advise the loiterer of the applicable city ordinances and ask the loiterer to leave the vicinity of the school. In case loitering persists after a warning, the principal or the principal's designee shall call the Denver Police Department and refer the matter to it for appropriate action.

19-7 Specific Policies on Student Conduct and Discipline

19-7-1 The following are expressly forbidden and violation will make the student subject to disciplinary action:

a. Use of tobacco by students in school buildings. Use of tobacco by students outside school buildings on school grounds except in those areas at senior high schools which have been specifically designated as smoking areas as may be provided by school building rules and central administrative directive.

b. Use or possession of alcohol or other harmful substances.

c. Illegal use or possession of narcotics or other habit-forming drugs.

d. Fighting, assault, menacing and the carrying or use of dangerous, or obviously annoying instruments which could be used as weapons.

e. Theft, larceny, or breaking and entering.

f. Use of obscenities or vulgarities.

g. Verbal abuse.

19-7-2 Personal appearance, cleanliness, and neatness of dress must meet reasonable and acceptable standards. The disruptive effect of extremes in dress and personal appearance is the primary concern of the school. Each school should develop suitable standards and provide for periodic review of those standards.
19-7-3 Regular attendance is expected of all students. Penalties may be assessed for unexcused absences, tardies and truancies. Any such penalties should be related to the frequency and total number of unexcused absences, tardies or truancies, and may include lower grades or loss of academic credit. Adequate records shall be kept in each school of pupil absences, tardies and truancies. The following will be used by school personnel to determine the reasonableness of student absences and tardies:

a. An excused absence shall be absence with permission of the parent and school principal. After an excused absence, the student will be admitted to class and make-up work will be accepted by the teacher.

b. An unexcused absence shall be absence with permission of the parent but without permission of the school principal. After an unexcused absence, the student will be admitted to class and make-up work will be accepted at the discretion of the teacher.

c. A truancy shall be absence without permission of the parent or the school principal. After a truancy, the student will be admitted to class and make-up work will not be accepted by the teacher. The parent will be notified of a truancy as soon as practical and additional steps may be taken as needed to enforce school attendance laws.

19-7-4 Unapproved student organization activities are prohibited. No junior or senior high school fraternity, sorority, club, or society shall carry on any of its activities in the school building or on the school grounds during the school day unless specifically approved as a school activity. These prohibited activities shall include pledging, hazing and other acts disruptive of school operation.

19-7-5 Students shall not leave the school grounds during the school day without permission of the parent and school principal. Students who leave without permission shall be considered truant.

19-7-6 Students who operate motor vehicles are subject to the following:

a. The vehicle must be registered with the school.

b. The vehicle shall be parked in the student parking lots whenever possible.

c. The student must conform to all school rules and regulations regarding pupil-operated motor vehicles.

d. The student must conform to the provisions of Colorado law governing the operation of a motor vehicle, when operating a motor vehicle on school property.
19-8 Policies on Extracurricular Activities

19-8-1 Extracurricular activities shall include the following:
   a. School sponsored activities requiring supervision of students beyond the regular school day.
   b. School sponsored activities occurring on school time but away from the school premises.
   c. The intramural activities of the Denver Public Schools, except the Denver Public Schools athletic program and other phases of the recreational programs.

19-8-2 All policies on student conduct and discipline shall apply to extracurricular activities.

19-8-3 Principals and teacher sponsors of extracurricular activities should develop specific written rules for extracurricular activities in each building. Students and parents must be informed of rules for extracurricular activities.

19-8-4 Specific written rules governing particular interschool activities such as forensics, should be developed jointly by school sponsors and representatives of the Superintendent.

19-8-5 All extracurricular activities are to be under the direct supervision of certificated personnel of the Denver Public Schools.

19-8-6 Certificated personnel and other sponsors of extracurricular activities represent the authority of the school and students are to comply with their directives.

19-8-7 Certificated personnel and other sponsors of extracurricular activities shall assume responsibility for supporting and maintaining the policies and rules of the school and of the Denver Public Schools. Teachers and other sponsors of extracurricular activities have the assurance that reasonable and professional decisions made by them will be supported by the administrative staff.

19-8-8 Decisions regarding the dropping from an activity of either an individual or a group, are to be discussed by the certificated personnel or other sponsor and the principal. Such decisions shall be made in terms of the gravity of the offense. Discipline requiring immediate action is the responsibility of the certificated personnel or other sponsor and the action should demonstrate reasonable and professional judgment.

ARTICLE 20 — Insurance

20-1 Group Life. It is recognized by the Board and the Association that the present group life insurance program of the School District is a condition of employment affecting all of the
School District employees and cannot be negotiated with any single group.

20-1-1 The present group life insurance program of the school district will be continued for teachers. Effective January 1, 1972 the Board of Education will assume the full cost of premiums for teachers, including group long term disability insurance referred to in Article 20-2.

20-2 Disability. Group long term disability insurance coverage shall be continued for teachers as approved by the Board on May 16, 1968.

20-3 Liability. Liability insurance coverage in the amount of $100,000.00 shall be provided to each teacher. Costs of such coverage shall be paid by the Board.

20-4 Health. Effective January 1, 1980, group health insurance coverage shall be continued for each teacher. Additions, alteration, or deletions of present coverage shall be negotiated as per Article 20-5.

20-5 All additions, alterations, or deletions of all insurance programs as they affect teachers shall be, in the future, subject to negotiations.

20-6 In accordance with Article 22-3, effective January 1, 1978, dental insurance shall be established for each employee represented by the Association. The Board of Education will establish a bid procedure for selecting a dental insurance carrier.

ARTICLE 21 — Transportation Allowance

21-1 Teachers whose duties require daily travel between two or more schools are authorized reimbursement for automobile use. In accordance with Article 22-1-8, they will be paid a flat rate of thirty (30) dollars per month, vacation time and time off payroll excluded, to cover the cost of owning a car available to the District, plus eleven (11) cents per mile for operating costs.

21-2 Teachers authorized transportation allowance are required to carry bodily injury liability insurance of not less than $50,000 per person and $100,000 per accident, and property damage liability insurance of not less than $5,000.

21-3 Teachers whose duties require less than daily travel between two or more schools shall be reimbursed at the rate of fifteen (15) cents per mile for the use of their personal automobile, in accordance with Article 22-1-8.

21-4 Teachers authorized transportation allowance but not owning or driving an automobile are reimbursed for actual bus fare expenditures.

— 50 —
ARTICLE 22 — Salaries

22-1 The parties agree to abide and be bound by the President’s Wage and Price Guidelines, 1978.

22-1-1 The parties agree to submit any dispute on guideline interpretation to the appropriate agency having supervision over the voluntary guidelines.

22-1-2 The salary schedule and retirement provisions to become effective January 1, 1980, January 1, 1981 and January 1, 1982 will reflect increased percentages based upon a seven (7) percent annual increase subject to the following provisions:

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| a. January 1, 1980  
A six (6) percent increase over the 1979 indexed salary schedule. | A one (1) percent increase of current 1979 salary will be designated by the Board for the purpose of raising the current unit benefit of the Retirement and Benefit Plan of the Denver Public School Employees Pension and Benefit Association to 1.75 percent. |
| b. January 1, 1981  
A five and one-half (5½) percent increase over the 1980 indexed salary schedule. | A one and one-half (1½) percent increase of the 1980 salary will be designated by the Board for the purpose of raising the unit benefit to 1.9 percent. |
| c. January 1, 1982  
A five and one-half (5½) percent increase over the 1981 indexed salary schedule. | A one and one-half (1½) percent increase of the 1981 salary will be designated by the Board for the purpose of raising the unit benefit to 2.0 percent. |
### 22-1-2-1 Teacher's Salary Schedule Effective January 1, 1980:

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*Active contract service with the Denver Public Schools.
## 22-1-2-2 Teacher's Salary Schedule Effective January 1, 1981:

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*This schedule is subject to possible upward changes as controlled by the operation of Article 22-1-5.

**Active contract service with the Denver Public Schools.
### Teacher's Salary Schedule Effective January 1, 1982:

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*This schedule subject to possible upward changes as controlled by the operation of Article 22-1-5.

**Active contract service with the Denver Public Schools.
### 22-1-2-4 Teacher’s Salary Schedule Index*

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*Approximate index rounded to four decimal places.

**Active contract service with the Denver Public Schools. These longevity amounts are added to salary amounts derived from the indexed schedule above according to the number of completed years of active contract service with the Denver Public Schools.

22-1-3 In the event the Board deems the School District unable to pay such salary increases as required herein, then the matter of such inability to pay shall be submitted to fact finding in accordance with Article 5-7 of this Agreement before William Eaton, Esq., or if Mr. Eaton shall be unable or unwilling to act, to a fact finder selected under the provisions of Article 5-7 of this Agreement. Any such determination of inability on the part of the Board, if made, shall be immediately following the action of the Board, if made, shall be immediately following the action of the School District Budget Review Board, if applicable.

22-1-4 Effective January 1, 1980, each teacher electing early retirement will be provided compensation for accumulated sick leave days through an annuity plan as herein provided:

a. When the teacher has met the requirements of early retirement in the District and the attainment of age 55, that teacher shall be eligible for compensation for accumulated sick leave.
b. A premium payment of $11,340 for an annuity will be made by the District for teachers between the ages of 55 and 64 who elect early retirement.

c. The payment of $11,340 will be based upon eligibility for retirement and an accumulation of one work year of unused sick leave.

d. The payment of $11,340 premium shall be reduced in direct proportion to the number of accumulated sick leave days as those days are less than one work year. That is, the payment will be reduced for teachers by 1/190 for each day less than an accumulation of 190 days.

e. An annuity provided by the Board's premium payment shall become mature and payable to the teacher at the age of 65. In the event an annuitant would not live until age 65, there will be no survivor benefit.

f. The amount of the annuity provided at age 65 shall be determined by the annuity earnings between the age of retirement and age 65 and the number of sick leave days accumulated at the time of retirement as provided in paragraph c above.

g. The annuity premium shall be computed on the formula of $11,340 \times 1/190$, times the total number of sick leave days accumulated by the individual upon retirement but not to exceed 190 days.

h. Additional clarification and changes in operating procedures of the annuity plan may be made jointly by the Board and the Association and reduced to a memorandum of understanding for appropriate distribution.

22-1-5 If, in any given year, the cost-of-living exceeds seven (7) percent by at least one full percent as determined by the previous July-to-July U.S. Department of Labor, Bureau of Labor Statistics All Urban Consumer Price Index for the standard Metropolitan Statistical Area of Denver, Colorado as currently provided by the Bureau of Labor Statistics office in Kansas City, and if the Presidential guidelines allow the School District to exceed salary adjustments in excess of seven (7) percent, the Board will, following appeal to the School District Budget Review Board, if applicable, and upon written notification by the Association, call for an appropriate special referendum election in accordance with the prescribed provisions of law for the purpose of seeking a mill levy increase sufficient to fund the entire cost-of-living increase in excess of seven (7) percent.
22-1-6 After the parties ratify this agreement, all matters pertaining to retirement will be submitted to the Denver Public Schools Retirement Board for appropriate action and implementation according to present Retirement Board and Denver Public Schools Board of Education procedure.

22-1-7 The age for voluntary early retirement in the Denver Public Schools Pension and Benefit Plan will be changed from age 56 to age 55.

22-1-8 Changes in rates paid for mileage to teachers required to use their cars in their work will be made in Article 21. The new rates are:
Article 21-1: Thirty (30) dollars per month and eleven (11) cents per mile
Article 21-2: Fifteen (15) cents per mile

22-1-9 A study committee of the Professional Council will be appointed to study early retirement incentives including cash bonuses, annual retirement cost-of-living adjustments, occupational placement, occupational counseling and other similar incentives. The committee will consist of at least one teacher and one administrator appointed by the Professional Council from the Retirement Board and the usual six member Professional Council Committee. The committee will report no later than November, 1981.

22-2 Class size. The class size provision agreed to in 1976 continues as a part of this Agreement. It was agreed at that time, that the salary increase due teachers on January 1, 1977, (5%), would be reduced by one (1) percent, and that the monies resulting from such reduction would be placed in the budget for 1977 and each year thereafter for the period of this Agreement, for the express purpose of relieving identifiable problems of limited duration caused by excessive class size. Appropriate guidelines and procedures for the implementation of the class size provision were established through the Professional Council in 1977.

22-3 Dental Insurance. The dental insurance provision agreed to in 1976 continues as a part of this Agreement. It was agreed at that time, that the salary increase due teachers on January 1, 1978, (5%), would be reduced by one-half (½) percent, and that the monies resulting from such reduction would be used to fund dental insurance for teachers.

22-4 Regular annual increments will be granted to teachers September 1 of each year in accordance with Article 22-5.

22-5 From and after September 1, 1974, teachers deemed by their principals to be in need of appraisal shall not be eligible to receive the salary at the next highest step unless:
a. The teacher shall have been in the full active service of the District for the preceding school year except for sick leave and other approved leaves of absence, and

b. The teacher’s principal, or the teacher’s immediate supervisor if not assigned under the supervision of a principal, shall have recommended the teacher for such advancement on the salary schedule.

22-5-1 No principal shall recommend a teacher for advancement on the salary schedule unless the principal shall be satisfied that the teacher’s professional performance is average or above average.

22-5-2 The principal shall not be required to appraise every teacher every year. The appraisals shall apply only to those teachers the principal feels need to be appraised.

22-5-3 When, in the principal’s judgment, teachers are in need of appraisal for the principal to be able to make salary recommendation, the teachers shall be notified in writing that they will be appraised according to Article 10 and Denver Public Schools Policy 1311B.

22-5-4 Principals shall notify a teacher no later than November 1 of each year that appraisal has shown the teacher to be below average in professional performance and in danger of non-recommendation for salary schedule advancement.

22-5-5 Any teacher so notified will be furnished in writing with specific areas where the principal has found the teacher deficient, to what degree the teacher is deficient in those areas, and with a planned program for improvement.

22-5-6 The teacher will be given until March 1 to show improvement for reappraisal for the purpose of advancement on the salary schedule. Reappraisal shall be made between March 15 and April 10.

22-5-7 In the event a teacher fails to receive a recommendation for advancement on the salary schedule as hereinabove provided, the teacher shall be given a written statement of the areas of performance in which improvement is necessary to qualify for a recommendation of advancement on the salary schedule for the following year.

22-5-8 Recommendations for advancement on the salary schedule must be filed in the office of the Executive Director for Personnel Services no earlier than March 15 of each year and no later than April 10 of each year.

22-5-9 In the event a teacher fails to receive a recommendation for advancement for three consecutive years, the Board may then show cause why the Superintendent should recommend the teacher’s dismissal from service with the
school district and the teacher shall be entitled to a hearing thereon before a board composed of the Executive Director of Personnel Services or the Executive Director of the department to which the teacher is assigned, a representative of the Association and a third party mutually agreed upon by the other two members of the hearing board.

22-5-10 Any teacher who requests such a hearing as provided for above shall have the right to be represented in such proceedings by legal counsel.

22-5-11 Teachers subjected to such a hearing in no way surrender their rights to due process under the "Teacher Employment, Dismissal, and Tenure Act of 1967."

ARTICLE 23 — Sick Leave

23-1 Each teacher will be entitled to sick leave with full pay for up to ten (10) school days in each year. Sick leave may be used for the teacher's own illness or for illness or death in the teacher's immediate family. When the effective date of appointment of a teacher is before the beginning of the second semester of any year, the teacher will be given credit for the full annual sick leave allowance. When the effective date of appointment of a teacher is on or after the beginning of the second semester, the teacher will be given credit for five (5) days sick leave allowance. Unused sick leave shall be accumulated from year to year.

23-2 In the event of absence of a teacher for illness or accident in excess of twenty (20) consecutive school days, the Board may require an examination by a physician, such examination to be at the Board's expense.

23-3 If all the accumulated sick leave of a teacher has been used, the amount of salary shall be at the rate of one-half (½) of the teacher's regular salary for fifteen (15) additional days. The fifteen (15) additional days at half pay shall not be cumulative from year to year.

23-4 Long-term substitute teachers who are assigned to duty for sixteen (16) or more consecutive school days are credited with that proportionate part of five (5) days sick leave as the remaining days in the semester are to the total days in the semester.

23-5 Previously accumulated sick leave days will be restored to all reappointed teachers.

23-6 Group health insurance provisions are covered by Articles 20-4 and 20-6.
ARTICLE 24 — Temporary leaves of Absence

24-1 Teachers shall be granted the following temporary leaves of absence with pay during each school year upon written application to the principal. Exceptions may be made during periods of emergency, when there is an unusual number of teacher absences because of illness and when there is an inadequate supply of substitute teachers available. The Superintendent will notify the Association when such periods of emergency occur when some leaves may not be granted.

24-1-1 Two (2) days of personal leave with full pay during each school year.

24-1-1-1 The reason for temporary leave need not be revealed.

24-1-1-2 Leave under this article will not be used to extend a vacation period.

24-1-1-3 It is intended that leave under this article shall be available for reasons of hardship, or other pressing need, and not merely for personal convenience.

24-1-1-4 Exceptions may be made on Mondays and Fridays, during periods of emergency, when there is an unusual number of teacher absences and when there is an inadequate supply of substitute teachers available.

24-1-1-5 The Superintendent's designee will notify the Association when such periods of emergency occur when some leaves may not be granted.

24-1-2 One (1) day leave to receive a college degree.

24-1-3 One (1) day leave to attend the graduation of a member of the teacher's immediate family; father, mother, brother, sister, son, daughter, husband, wife.

24-1-4 Up to three (3) days leave for religious holidays.

24-1-5 Up to two (2) days leave to visit other schools or school systems for the purpose of improving classroom instruction and upon the completion of prior arrangement with the schools or school system involved.

24-1-6 The time necessary for appearances in any legal proceeding connected with the teacher's employment or in any other legal proceeding in which the teacher's presence is required by subpoena or summons. The teacher shall be required to present the subpoena or summons to verify the teacher's need for absence.

24-2 The Superintendent, or the Superintendent's designee, may grant permission to teachers to attend educational meetings without loss of pay, but permission to be absent from any assignment for more than ten (10) days, not necessarily consecutive, in any year, is granted only by the Board of Education upon the recommendation of the Superintendent or the Superintendent's designee. A record of the conditions of such permission is kept on file in the office of the Executive Director for Personnel Services.
24-3 All leaves granted under the provisions of this Article, will be in units of full days or half days.
24-4 Leaves requested under this Article during the opening three (3) full weeks or closing two (2) weeks of the school year, the closing week of the first semester, and the opening week of the second semester, will be granted only in unusual circumstances.
24-5 Application for leaves of absence under this Article should be submitted as far in advance as possible to the principal for clearance, and must be submitted at least twenty-four (24) hours before taking such leave except in the case of emergencies.

ARTICLE 25 — Extended Leaves of Absence

25-1 Association Activities Leave
The Board agrees that up to three (3) teachers designated by the Association will, 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.

25-1-1 Upon return from such leave, a teacher will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level the teacher would have achieved if the teacher had not been absent.

25-1-2 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 one (1) full school year or for second semester.

25-2 ACTION Programs Leave
Leave for ACTION programs, VISTA and Peace Corps will be granted, without pay, to any teacher who enlists for a period not to exceed two (2) years.

25-2-1 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 in the system during the absent period.

25-2-2 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.

25-2-3 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 one (1) full school year or for second semester.

25-3 Military Leave
Emergency military leave as provided by Colorado Revised Statutes 1973, 28-3-602, will 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.

25-3-1 Upon return from such leave, a teacher will be placed on the salary schedule at the level the teacher would have achieved if such leave had not been taken.

25-3-2 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.

25-3-3 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 one (1) full school year or for second semester.

25-3-4 A 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.

25-4 Maternity Leave

All regularly appointed, full time employees may be granted maternity leave for up to two (2) years, without pay or increment, when requested in writing. All maternity leaves granted will be in accordance with law.

25-4-1 Employees who become pregnant shall notify their principals or department heads in writing as soon as pregnancy has been definitely determined.

25-4-2 Pregnant employees may continue on active service as long as they continue to perform their job safely and efficiently. If a question of safety or medical fitness should arise, principals or department heads may require employees to consult with Denver Public School Health Services. The determination of an employee’s continued ability to work safely and efficiently shall be the responsibility of Denver Public School Health Services and the employee’s personal physician.

25-4-3 A request for maternity leave must be presented to the District at least 30 days prior to the date on which the requested leave will commence. Exceptions will be made in the event of unforeseen medical complications.

25-4-4 Prior to the effective date of the leave, the employee may use all or any portion of accumulated sick leave days.
25-4-5 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.

25-4-6 When teachers have indicated in writing, at the time of application for maternity leave, that it is their desire to return, every reasonable attempt will be made to return them to their vacated assignment. The District will not be obligated to hold the teacher's vacated position open any longer than the teacher's original request of up to four semesters. 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 they will return sooner, in which case the position will be filled on a temporary basis until the regular teacher returns.

25-4-6-1 Should teachers find it necessary to extend their original maternity leave, they shall indicate, in writing, the additional time needed, not less than 30 days prior to the original date of return and their position will be held as provided in 25-4-6. The total leave requested shall not exceed four semesters.

25-4-7 All provisions under Article 25-4, where applicable, shall apply equally in requests for paternity leave.

25-5 Adoption Leave
Regularly appointed teachers who have completed at least three (3) continuous years of service shall be granted a leave for the adoption of a child for up to two (2) years without pay or increment.

25-5-1 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 one (1) full school year or for second semester.

25-6 Family Illness Leave
A leave of absence of up to one (1) year, without pay or increment, will be granted regularly appointed teachers for the purpose of caring for a sick member of the teacher's immediate family and such leave may be extended for one year.

25-6-1 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 one (1) full school year or for second semester.

25-7 Extended Personal Illness Leave
Any regularly appointed teacher whose personal illness ex-
tends 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.

25-7-1 Request for such leave must be accompanied by a statement from a regularly licensed physician that such leave is necessary.

25-7-2 Request for such leave must also be approved by the Chief Medical Officer of the Department of Health Services.

25-7-3 Upon return from such leave, a teacher will be assigned to the same position, if available, or, if not, to a substantially equivalent position.

25-8 Restoration of Health Leave
Regularly appointed teachers who have completed at least ten (10) years of active service in the Denver Public Schools will be granted, upon request, a one (1) year leave of absence with one-half (½) pay for restoration of health.

25-8-1 Upon return from such leave, the teacher will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level the teacher would have achieved if the teacher had not been absent.

25-8-2 Request for such leave must be approved by the Chief Medical Officer for the Department of Health Services.

25-8-3 Such leave of absence may be extended without pay or increment for an additional year.

25-8-4 Maternity leave and adoption leave is not covered by this Article, 25-8.

25-8-5 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 one (1) full school year or for second semester.

25-9 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.

25-9-1 Regularly appointed teachers who have completed at least three (3) continuous years of service will be granted a leave of absence without pay in order to run for, or serve in, public office.

25-9-2 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 one (1) full school year or for second semester.

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25-10 Travel, Study, or Research Leave
Regularly appointed teachers who have completed at least three (3) continuous years of service in the Denver Public Schools shall be granted, upon request, leaves of up to one (1) year without pay or increment for professional study, travel, or research other than those covered under Article 26, Sabbatical Leaves of Absence.

25-10-1 Such leaves may be extended up to one (1) year without pay or increment.

25-10-2 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 one (1) full school year or for second semester.

25-11 Overseas Dependent Schools Leave
Regularly appointed teachers who have completed at least three (3) continuous years of service shall be granted leave without pay to take a position in Overseas Dependent Schools.

25-11-1 Leave will be granted for one (1) year and may be extended for one (1) additional year.

25-11-2 Upon return, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had not been on leave.

25-11-3 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 one (1) full school year or for second semester.

25-12 Vocational Education Proficiency Leave
The Board agrees to grant to the vocationally qualified teachers, 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 ninety (190) school days, provided:
   1. Proficiency leave would include work experience to upgrade teaching ability.
   2. Work experience wages to 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.

25-13 Additional Leave Conditions
The following conditions shall apply to all extended leaves:

a. All requests for extended leaves of absence will be applied for and granted in writing.
b. The time on extended leaves of absence shall not be counted in computing the probationary period required for tenure purposes.

c. Except in unusual circumstances, no combination of leaves of absence shall exceed two consecutive full years.

**ARTICLE 26 — Sabbatical Leaves of Absence**

26-1 Sabbatical leaves of absence are granted for professional improvement upon recommendation by the Superintendent.

26-1-1 Requests for sabbatical leaves of absence must be received by the Superintendent, in writing, in such form as may be required by the Superintendent, not later than November 1 or April 1 of the year preceding the semester of the school year in which the sabbatical leave is requested, except in the case of emergencies.

26-1-2 The teacher must have completed at least five (5) consecutive, full school years in active service as a regularly appointed teacher in the District, in order to be eligible to request a sabbatical leave.

26-1-3 Teachers on sabbatical leaves of absence will be paid at one-half ($\frac{1}{2}$) of their annual salary rate.

26-1-4 Full health insurance will be provided for the teacher by the District.

26-1-5 The teacher shall agree to return to employment with the District for one (1) full year in the event of a one-half ($\frac{1}{2}$) year leave of absence, or two (2) full years in the event of a full year leave.

26-1-6 The teacher shall agree to notify the Office of the Superintendent for approval of any projected changes in the teacher’s plan for professional improvement.

26-1-7 The teacher returning from a sabbatical leave of absence shall submit, to the Superintendent, 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.

26-2 Upon return from sabbatical leave, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had not been on leave.

26-3 A year spent on sabbatical leave will count toward the career increments as a year of active teaching service.

26-4 Effective June 1, 1979, a year spent on sabbatical leave will count as a year of active service for retirement, providing the teacher pays the difference between sabbatical leave retirement withholding and the full retirement amount.

26-5 When teachers have indicated, at the time of application for sabbatical leave, that it is their desire, every reasonable at-
A sabbatical leave of absence may be extended, without pay or increment, for one (1) additional year.

ARTICLE 27 — The Professional Council

27-1 Composition
The Professional Council shall be composed of the Executive Director, three (3) members of the Executive Committee of the Association, and two (2) members to be appointed for one year by the Board of Directors and ratified by the Representative Council; the Superintendent and five (5) persons designated by the Superintendent.

27-2 Meetings
The Professional Council shall meet at least once a month during the school year to discuss and study subjects mutually agreed upon relating to the school system.

27-3 Operating Procedures
The Professional Council shall study any educational problem of common concern and seek solutions to those problems.

27-3-1 Subcommittees will be appointed to make reports to the Professional Council at any time. Committees shall be composed of an equal number of teachers and administrators.

27-3-2 The clerical expenses of the Professional Council and its subcommittees shall be paid by the Board.

27-3-3 Association representatives on the Professional Council shall be released from school duties for monthly meetings of the Professional Council without loss of salary whenever it is jointly decided to hold such meetings during the school day. Members of subcommittees may also be excused without loss of salary under the same conditions.

27-3-4 The Association shall prepare an agenda in cooperation with the Superintendent or the Superintendent's designee.

27-3-5 A resume of each Professional Council meeting shall be printed in the Superintendent's Newsletter following said meeting.

27-3-6 All finalized committee reports and other pertinent information will be presented to the teachers in Denver on special letterhead paper.

27-3-7 Recognizing the extent of this project, the Association President will be assigned to work directly with the Executive Director of Personnel Services on this effort.
27-4 Problems and Concerns for Cooperative Study
For the duration of this Agreement, the following problems and concerns will be cooperatively studied and recommended solutions developed for consideration and appropriate action by the Administration or the Board:
   a. Elementary report cards
   b. Consolidation of fringe benefits
   c. Excessive paperwork
   d. Student clubs and activities
   e. Negotiations in public
   f. Opening day activities
   g. Special Education concerns
   h. Alcoholism
   i. Intra-staff relationships
   j. Retirement incentives

27-5 Other Specific Agreement Assignments
Specific Agreement assignments for Professional Council found elsewhere are:
   a. Article 2-10: Joint committee on school calendar
   b. Article 2-10: Minority teacher recruitment, hiring practices of the District, structure of the retirement board
   c. Article 7-1-4: City-wide inservice training plans
   d. Article 7-9: Class size, flexible scheduling, maximum teaching load
   e. Article 9-4: Reduction of non-teaching duties
   f. Article 12-3: Instructional materials
   g. Article 19-3-1: Student discipline and conduct
   h. Article 19-5-4-1: Article 19 workshop plans
   i. Article 22-2: Class size program guidelines

27-6 Nurses Committee
The nurses staff, having at least forty nurses, but fewer than eighty nurses, shall have a committee which consists of five nurses. Three members of the committee shall be elected by the nurses staff. Two members of the committee shall be appointed by the Association.

27-6-1 The Supervisor of Nursing and the Chief Medical Officer of Health Services shall meet at least once a month during the school year with the Nurses Committee to discuss staff operations and questions relating to the implementation of this Agreement.

27-6-2 This does not preclude participation of nurses in the School Building Committee.

27-7 Special Education Committee
There shall be a Special Education committee of the Professional Council consisting of the Executive Director of Special
Education, three (3) principals appointed by the Board, and three (3) teachers appointed by the Association.

27-7-1 The committee shall report at least annually to the Professional Council.

27-7-2 It shall be the responsibility of the committee to review District practices and make recommendations regarding general problems relating to least restrictive placement of Special Education students, and further, to consider Special Education concerns of both Special Education teachers and regular education teachers.

27-7-3 The Professional Council may periodically charge the committee with other special concerns.

ARTICLE 28 — School Building Committee

28-1 Philosophy

28-1-1 We believe that all professional educators have the basic responsibility for providing both quality education to the children and youth in the Denver Public Schools and the best educational climate within their school unit.

28-1-2 We believe that through the School Building Committee we can achieve the major goals of education and have a way to provide a democratic school environment where educators are free to discuss and affect change in areas of common interest and concern.

28-1-3 We believe that through the School Building Committee we have a way to promote and maintain unity and harmony between teachers and administrators within the local school unit.

28-1-4 Through mutual respect and purpose, decisions will be made to the best advantage of both administrators and teachers, and therefore, to the best interest of the students.

28-2 Operating Principles

28-2-1 The primary function of the School Building Committee is to discuss school operations and questions relating to the implementation of the Agreement.

28-2-2 The School Building Committee is not considered as a negotiating unit.

28-2-3 The School Building Committee and the principal are to strive to arrive at conclusions that are mutually acceptable.

28-2-4 The principal and the School Building Committee should be willing to discuss any item of common concern and seek to provide appropriate answers.
28-3 Structure

28-3-1 The School Building Committee shall be created in each school building from the faculty of that building.

28-3-2 For faculties numbering one (1) through forty (40), the School Building Committee shall have three (3) members selected as follows:
   a. One (1) member shall be elected faculty representative.
   b. Two (2) members elected for two (2) years with staggered terms.

28-3-3 For faculties numbering forty-one (41) through eighty (80), the School Building Committee shall have five (5) members selected as follows:
   a. Two (2) members shall be the two (2) elected faculty representatives.
   b. Three (3) members elected for two (2) years, with staggered terms.

28-3-4 For faculties numbering more than (80), the School Building Committee shall have seven (7) members selected as follows:
   a. Three (3) members shall be the three (3) elected faculty representatives.
   b. Four (4) members elected for two (2) years, with staggered terms.

28-3-5 In the event a faculty representative is unavailable to serve, the Professional Rights and Responsibilities Representative of the Association shall fill the position.

28-3-6 To insure knowledgeable people on the job in Spring and Fall, elections shall be held in January of each year.

28-3-7 Vacancies will be filled by election for the remainder of that term.

28-3-8 After 1970, all elections will be for two (2) year terms to continue carryover. This method of overlapping terms will guarantee a carryover, from year to year, of people who have worked with the principal and understand the problems.

28-3-9 All elections under Article 28-3 shall be conducted by the Association members within the school.

28-3-10 All teachers within the school shall be eligible to vote for and hold elective positions of the School Building Committee irrespective of membership in the Association.
28-3-11 School Building Committee members may be elected to successive terms.

28-4 Areas of Common Concern

28-4-1 School Building Committees have considered and made recommendations relating to the following:
   a. Internal school discipline
   b. Inservice activities and faculty meetings
   c. Agendas for faculty meetings
   d. Improvements in physical facilities
   e. Personnel considerations such as teacher aides, custodians, clerks, secretaries, etc.
   f. Procedures for more effective communications such as teacher to teacher, teachers to students, teachers and parents, teachers and administrators, etc.
   g. Student activities
   h. Attendance of meetings outside the regular school day
   i. Teachers’ daily schedule
   j. Bulletins, calendars, activities, etc.
   k. Staff morale
   l. Pupil-teacher conduct codes
   m. Improvements in the effectiveness of the Agreement, the School Building Committee and the Professional Council as related to individual school buildings
   n. Civil disorders

28-4-2 These examples in no way limit or restrict the areas of concern of the School Building Committee.

28-5 Specific Agreement Assignments

28-5-1 Specific Agreement assignments for the School Building Committee found elsewhere are:
   a. Article 7-1-4: Inservice training consultation
   b. Article 7-3: Meetings outside the school day
   c. Article 7-9-4: Supervision of aides
   d. Article 9-5: Department chairperson Considerations
   e. Article 19-4-1: Development of discipline rules
   f. Article S-1-9-7: Supervisory pay considerations

28-5-2 With respect to inservice training as provided in Articles 7-1-3, 7-1-4 and 7-1-5, School Building Committees shall have advisory responsibilities for time, format and content of such training.
28-5-3 The School Building Committee of each school shall receive and prioritize all Class Size applications.

28-6 Meetings

28-6-1 The principal of each school shall meet at least once a month during the school year with the School Building Committee to discuss school operations and questions relating to the implementation of this Agreement.

28-6-2 The principal may have additional administrative staff from the building present at School Building Committee meetings if the principal so desires.

28-6-3 Additional meetings may be held at the request of either party.

28-6-4 Proposed changes in existing rules and procedures and new rules and procedures for each school shall be subjects for discussion at School Building Committee meetings. Such rules shall not be inconsistent with the terms of this Agreement.

28-6-5 Officers or designees of the Association or members of the central administrative staff shall be admitted to all School Building Committee meetings if they request admittance for a specific purpose.

28-6-6 All agendas for the School Building Committee meetings should be prepared jointly by the principal and the School Building Committee.

28-6-7 Results or minutes of School Building Committee meetings should be prepared jointly and the cost assumed by the District.

28-7 Training

28-7-1 Training of School Building Committee members consists of the following elements:
   a. Service on the School Building Committee.
   b. The School Building Committee Handbook provided for all members.
   c. An annual workshop experience for all members and principals, which shall be made available on a voluntary basis during the month of February by the Department of Personnel Services and the Association. At this workshop, consideration should be given to the variance in problems encountered by secondary and elementary schools.

ARTICLE 29 — Association President

29-1 The Board shall grant leave for one year, with pay, to the President of the Association during the President's term in office. The Association shall reimburse the Board for one-half of the President's salary.
29-1-1 From and after January 1, 1980, and retroactive to January 1, 1967, the positions of Association President and Class Size Chairperson shall be considered active teaching service and shall count as such for retirement and all other purposes.

29-2 The President of the Association, or the President's authorized designee, shall be allowed to visit schools. Upon arrival at any school, the President, or the President's authorized designee, shall notify the office of the principal in order to facilitate the purpose of the visit.

29-2-1 Visits that are made to solve special problems of teachers which necessitate the interruption of class schedules shall be arranged for in advance with the principal, or in the principal's absence, the acting administrator.

29-3 The Association President and Class Size Chairperson shall be accorded the same return from leave privileges as provided in Article 25-1-2.

ARTICLE 30 — Use of School Facilities

30-1 The Association will have the right to use school buildings for meetings, without cost, as approved by the appropriate administrative office provided that such meetings do not interfere with the normal operation of the school.

30-1-1 Meetings of Association groups within a school shall be arranged for in advance through the office of the principal.

30-1-2 General Association meetings shall be arranged for by request to the Department for Facilities Use and Services, School Administration Building, on Denver Public Schools Form 075556, on or before October 1 of each school year. The Department for Facilities Use and Services should be informed of any subsequent changes in dates, times, or rooms to be used. Emergency meetings may be arranged for by contacting the Department for Facilities Use and Services at other times during the school year.

30-2 The Association will have the right to place notices, circulars, and other material on designated school bulletin boards and in teachers' mail boxes; and to use the school mail.

30-2-1 Authorized representatives of the Association will assume responsibility for posting or distributing material for the Association.

30-2-2 An information copy of distributed notices, circulars, and other material shall be sent to the principal at the time of posting or distribution.

30-2-3 Any material of political nature which endorses or opposes a political issue or a candidate for public office may not be so distributed or posted.
30-2-4 When notices, circulars and other materials are distributed in each building by the Association's authorized representative, an information copy will be provided for the building principal at the time of posting or distribution.

30-3 Repeated violations of the above exclusive rights by an individual, group or organization will result in prompt corrective action by the Board of Education.

ARTICLE 31 — Dues Deduction

31-1 The Board agrees to deduct from teachers' salaries an amount to cover dues for the Association, the Colorado Education Association, and the National Education Association, as the teachers individually and voluntarily authorize the Board to deduct, and to transmit the amount so authorized to the treasurer of the Association.

31-2 Teachers who desire to authorize such deduction shall file with the District Secretary, through the office of the Association, a signed and dated Denver Classroom Teachers Association Salary Deduction Authorization Form authorizing the District Treasurer to deduct from their monthly earnings, and to remit the amount so authorized 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 31-1 above. Such forms shall include a waiver of all right and claim against the Board, the District, and the officers and agents thereof, for monies 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 Secretary in writing, on an appropriate form, that they desire to discontinue or to change such authorization. Upon ratification of this Agreement it will be possible to revoke the dues deduction only during June of each school year. Only revocation forms as issued by the Association office will be honored by the District.

31-3 Deductions shall be made uniformly on each monthly payroll period. The School District Secretary shall not be required to honor for any month's deduction, any authorizations that are delivered to the School District Secretary later than the tenth day of the month prior to the distribution of the payroll from which the deductions are to be made.

31-4 If teachers who are absent on account of sickness, leave of absence, or for any other reason have no earnings due them for the month, no deductions will be made for those teachers for that month. The Association will arrange collection of dues for that month directly with such teachers.
31-5 The Association agrees to save the Board harmless from any action growing out of these deductions and commenced by any teacher against the Board or the School 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.

31-6 A service charge of five cents per month per individual teacher authorization shall be retained by the School District to help defray costs of making such deduction.

31-7 Teachers who resign from the Denver Public Schools during the school year will have the full remaining dues collected in their last salary check. Appropriate changes in the salary deduction authorization form will be made so that teachers are aware of this arrangement.

31-8 The Board agrees to withhold the monthly head tax, upon request of the teacher, as soon as appropriate modifications are made to the payroll-accounting system to allow this.

ARTICLE 32 — Faculty Representatives

32-1 Right to Representation
The Association shall have the right to have a Faculty Representative, or Representatives, at each school as specified in the present Association By-Laws.

32-1-1 The Faculty Representatives shall have the right to schedule through the principal or the principal's designee, Association meetings before or after school, where such meetings do not interfere with normal teaching duties and conduct of business at the school.

32-1-2 Generally, the third Thursday of every month shall be reserved for voluntary Association meetings outside the school day. All other meetings will be kept to a minimum to avoid conflicts.

32-1-3 The Faculty Representative shall be given time at each faculty meeting for announcements.

32-1-4 Faculty Representatives shall have the right to carry on Association business when it does not interfere with the normal teaching responsibilities and duties of the teachers at the school.

ARTICLE 33 — Substitute Teachers and Teachers on Non-Renewable Contracts

33-1 Adequate Numbers of Substitute Teachers
The Board and the Association agree to appoint through the Professional Council, a committee charged with the responsibility of making recommendations to solve the problem of providing adequate numbers of substitute teachers during
periods of unusually high absences. This committee should submit its final report by January 15, 1970.

33-2 Continuing Full- and Half-day Substitutes

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

33-2-1 Rights granted to long term substitutes are:
   a. Article 6: Grievance Procedure.
   b. Article 7: Teaching Hours and Teaching Load with the exception of Article 7-7.
   c. Article 9: Non-Teaching Duties.
   d. Article 11: Teacher Files.
   e. Article 12: Instructional Materials.
   f. Article 16: Teacher Facilities.
   g. Article 17: Personal Injury.
   h. Article 18: Teacher Protection from Assaults.
   i. Article 19: Student Conduct and Discipline.
   j. Article 20-3: Liability.
   k. Article 22: Salaries as provided in Schedule 1.
   l. Article 23: Sick Leave as provided in Article 23-4.
   m. Article 31: Dues Deduction.
   n. Article 34: Professional Behavior.
   o. Article 35: Academic Freedom.

33-2-2 Commencing September 1, 1972, long term substitute teachers who are awarded a Denver Public Schools contract after September 1, 1972, will have their permanent supply 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).

33-2-3 Long term substitute teachers may participate in any or all of the fringe benefits provided by the Board to teachers, on an optional basis, but paying the cost of individual coverage themselves at no expense to the District.

33-3 Teachers serving on non-renewable contracts shall have appropriate rights under the Agreement as regular contract teachers.

33-3-1 Teachers with a non-renewable contract who are dismissed or not re-employed may request the reasons in writing in accordance with Article 10-7.
ARTICLE 34 — Professional Behavior

34-1 Compliance with Rules
Teachers are expected to comply with rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may refuse to carry out an order which reasonably threatens the teacher's physical safety.

34-2 Ethical Problems
The Board and the Association recognize that the National Education Association's Code of Ethics of the Education Profession, adopted July, 1975, is considered by the Association to define acceptable criteria of professional behavior.

34-2-1 The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

34-3 Association to Treat Abuses
The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school building.

34-3-1 Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association.

34-3-2 The Association will use its best efforts to correct breaches of professional behavior by any teacher, and, in appropriate cases, may institute proceedings against the offending teacher.

34-4 Right to Representation
The Board and Association agree that teachers may be provided with representation.

34-4-1 Teachers shall be entitled to have representation of the Association when action is to be taken for non-compliance with rules, regulations, and directions adopted by the Board or its representatives.

34-4-2 It shall be the responsibility of the principal or immediate supervisor to notify the Association under the following conditions:
   a. In any meeting where the involvement of parents or other outside parties would likely escalate into an confrontive or abusive situation against the teacher.
   b. In any instance where teachers feel that it would be contrary to their rights to be unrepresented.
   c. Association representation will also be provided when requested by the teacher.
34-4-3 When a request for such representation is made, it will be provided by the Association as quickly as possible and in no case longer than five (5) school days. No action will be taken during this five (5) day period unless such representation is present.

34-4-4 Nothing in the above Article 34-4 shall limit the Board from taking appropriate legal action.

34-5 Appropriate Communication Procedures
Teachers recognize the Agreement provides for them appropriate channels of communication for grievances and suggested changes in policies. Teachers are encouraged to use these channels of communication. These channels are:
   a. Normal administrative channels.
   b. Grievance procedures.
   c. School Building Committees.
   d. Faculty Representatives.
   e. Professional Council.
   f. Negotiations.

34-6 Staff Morale
The Board and Association recognize and affirm the extreme importance of good staff morale to the instructional and operational program of a school. Both parties agree, therefore, that professional behavior and practices commensurate with this position shall become a pattern for intra-staff relationships.

34-7 The Association and the Denver Public Schools will annually co-sponsor a professional growth workshop. The workshop will be coordinated by the Division of Education. All costs will be shared and, if at all possible, inservice credit will be provided for the workshop.

ARTICLE 35 — Academic Freedom
35-1 General Principles
35-1-1 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 and respect for the Constitution and the Bill of Rights.

35-1-2 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 Constitution of the United States and of the State of Colorado.

35-1-3 The final responsibility in the determination of the above rests by law with the Board.
ARTICLE 36 — Controversial Issues

36-1 General Principles

36-1-1 For the purposes of this Agreement, 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.

36-1-2 Although there may be disagreement 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.

36-1-3 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.

36-1-4 Students can 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 as characteristic of, and essential to, a free society as authoritarian indoctrination is to totalitarianism.

36-2 Student Rights and Responsibilities

36-2-1 Students have the right and need, under competent guidance and instruction, to study issues appropriate to their interests, experiences and abilities.

36-2-2 Students must have access to relevant information, and they have the obligation to examine carefully all sides of an issue.

36-2-3 Students have the right to form and express their own points of view and opinions without jeopardizing their positions in the classroom or in the school.

36-3 Teacher Rights and Responsibilities

36-3-1 Teachers have the right and obligation to teach about controversial issues.

36-3-2 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.

36-3-3 Teachers have the obligation to be as objective as possible and to present fairly the several sides of an issue.

36-3-4 Although teachers have the right to express their own viewpoints and opinions, they do not have the right to indoctrinate students to their views.
ARTICLE 37 — Political Rights

37-1 Affirmation of Rights

37-1-1 The Board 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 Board except to the extent that they detract from the effective accomplishment of the teacher's professional duties or are grounds for dismissal under the Teacher Employment, Dismissal and Tenure Act, Colorado Revised Statutes 1973, 22-63.

37-1-2 The Board recognizes that teachers, as citizens, have the privileges and responsibilities of voting, and, if chosen, of serving as jurors.

37-1-3 Teachers will receive their full salary during the period of their service as jurors on the condition that they promptly remit to the Board an amount equal to the compensation paid to them for such service.

37-1-4 Teachers have the right, except as otherwise provided by law, to engage in political activity; to campaign in 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. Leaves of absence will be granted under the circumstances set forth in Article 25-9.

ARTICLE 38 — Instruction and Curriculum Committees

38-1 Teacher Involvement

The presently operating instruction and curriculum committee system is democratic and efficient because it involves teachers at all levels and subject areas.

38-2 Elections and Appointments

The Board and the Association recognize the value of appointing and electing teachers to all current curriculum and instruction committees.

38-2-1 The Board therefore recognizes the right of the elected negotiating representative for Denver teachers to appoint one (1) member for each curriculum committee, instruction committee and for the Affirmative Action Advisory Committee as established by the Denver Public Schools.

38-2-2 The present system of electing and appointing the remaining composition of each committee will continue.

38-2-3 This elected and appointed structure will allow all representation on curriculum and instruction committees and the Affirmative Action Advisory Committee to be answerable to the total teaching staff including the exclusive, elected representative of all Denver teachers, as recognized by the Board.
38-3 Instructional programs new to the Denver Public School shall not be implemented before such programs have gone through the following steps:

a. The designer or writer of the program shall present a tentative plan to the curriculum committee under whose area the program would fall.

b. Input will then be sought by the designer and the committee. Details of the tentative program plan will be released to all schools for reaction and suggestions.

c. The finalized design will be presented to and approved by the committee.

d. When feasible, the program will be field-tested on a limited basis for at least one year prior to adoption for use in all schools.

38-4 The Association will appoint one representative to the kindergarten committee in accordance with Article 38-2-1.

ARTICLE 39 — Reduction in Force

39-1 Reductions must comply with Colorado Law

Any reduction or decrease in the number of teaching positions in the unit shall be in accordance with Colorado statutes then in effect.

39-2 Procedures

In the event that a reduction in the number of positions is necessary, the following procedures shall be followed:

a. The District's Affirmative Action Plan as approved by the U.S. District Court shall be followed wherever applicable.

b. Normal attrition shall be considered prior to any staff reductions.

c. The Board shall provide thirty (30) days written notification to the teachers affected.

39-3 Order of Reduction

Subject to the requirements of the District's Affirmative Action Plan, teachers in a particular endorsement area will be reduced in the following order.

a. First year of employment.

b. Second year of employment.

c. Third year of employment.

d. Tenure.

39-3-1 Whenever possible, and in keeping with court ordered affirmative action programs, seniority shall be used for all staff reduction.

39-4 Order of Re-employment

When positions again become available in a particular endorsement area previously reduced, they shall be first offered
to those teachers whose contracts were cancelled last and then to those in reverse order of reduction.

39-4-1 A letter of intent to re-employ shall be offered thirty (30) days prior to the date of re-employment.

39-4-2 Upon re-employment, benefits previously earned, if not used, shall be restored to the teacher.

ARTICLE 40 — Personal Health Problems

40-1 Teachers who experience personal health problems such as alcoholism, drug abuse, depression, stress or similar illness, may be referred, through the Denver Public Schools Department of Health Services, to the appropriate health agency or private physician, on a voluntary basis.

40-1-1 All such agencies shall agree to maintain confidentiality unless the employee authorizes release of information to the District.

40-2 Confidentiality and the traditional doctor-patient relationship will be respected at all times by District employees.

40-3 The District shall make available to each teacher, on a yearly basis, a comprehensive listing of self-help programs, mental health centers and other treatment facilities.

ARTICLE 41 — Emergency School Closings

41-1 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 to return home as soon as possible after students are dismissed.

41-2 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.

c. All student absences on such days will be excused.
ARTICLE 42 — Specialized Services Council

The Specialized Services Council shall consist of one (1) member from the Specialized Services sub-group of psychologists, one (1) member from the sub-group of speech correctionists, and one (1) member from the sub-group of social workers.

42-1 Members of this Council shall serve, within their professions, as members of staff planning or advisory committees.

42-2 The Council may be utilized as a consulting service for research or planning in the fields of human relations, learning and behavior problems, guidance, counseling, testing and evaluation, communications, and health education.

42-3 Unless canceled by mutual agreement, the Council shall meet monthly with the Superintendent, the Assistant Superintendent of the Division of Education, and other appropriate department heads in the Division of Education to discuss and study subjects relating to an effective specialized services program. Items for the agenda shall be exchanged by the Council and the administrative representative one week prior to the next scheduled meeting.

42-4 Organization representatives on the Council shall be released from school duties for monthly meetings of the Council without loss of salary whenever it is jointly decided to hold such meetings during the school day.

SCHEDULE I

S-1 Compensation of teachers being paid by month, day, or hour shall be based on the following formula and amounts:

S-1-1 Curriculum development assignments

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 1980</td>
<td>$13.10</td>
</tr>
<tr>
<td>January 1, 1981</td>
<td>$13.80</td>
</tr>
<tr>
<td>January 1, 1982</td>
<td>$14.55</td>
</tr>
</tbody>
</table>

Divide the Master's annual salary at midpoint on the schedule by the number of contract days (190) in the regular school year for contract teachers and further divide by the number of hours (7 1/4) in a contract teacher's day.

S-1-2 Summer and Evening school teaching

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 1980</td>
<td>$13.10</td>
</tr>
<tr>
<td>January 1, 1981</td>
<td>$13.80</td>
</tr>
<tr>
<td>January 1, 1982</td>
<td>$14.55</td>
</tr>
</tbody>
</table>

Divide the Master's annual salary at midpoint on the schedule by the number of contract days (190) in the regular school year for contract teachers and further divide by the number of hours (7 1/4) in a contract teacher's day.
S-1-3  Inservice Education
Effective January 1, 1980 .................. $8.50 per hour
Effective January 1, 1981 .................. $8.95 per hour
Effective January 1, 1982 .................. $9.45 per hour

Sixty-five (65) percent of the rate paid for curriculum development assignments.

S-1-4  Long term substitute teachers
Effective January 1, 1980 .................. $61.70 per day
Effective January 1, 1981 .................. $65.10 per day
Effective January 1, 1982 .................. $68.70 per day

Divide the beginning Baccalaureate salary by the number of contract days (190) in the regular school year for a contract teacher.

S-1-5  Teachers for homebound children
Effective January 1, 1980 .................. $13.10 per hour
Effective January 1, 1981 .................. $13.80 per hour
Effective January 1, 1982 .................. $14.55 per hour

Divide the Master’s annual salary at midpoint on the schedule by the number of contract days (190) in the regular school year for contract teachers and further divide by the number of hours (7¼) in a contract teacher’s day.
**Extracurricular activities**

Men and women athletic coaches, band, dramatics, forensics, dance, and choir directors receive their regular salaries plus an extra stipend for extra activities.*

**TABLE 1**

Effective January 1, 1980

<table>
<thead>
<tr>
<th>Activity</th>
<th>Index</th>
<th>Activity salary</th>
<th>Salary per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forensics director—senior high</td>
<td>1.35</td>
<td>$1582.20</td>
<td>$175.80</td>
</tr>
<tr>
<td>Choir director—senior high</td>
<td>1.20</td>
<td>1406.40</td>
<td>156.27</td>
</tr>
<tr>
<td>Band director—senior high</td>
<td>1.20</td>
<td>1406.40</td>
<td>156.27</td>
</tr>
<tr>
<td>Dramatics director</td>
<td>1.20</td>
<td>1406.40</td>
<td>156.27</td>
</tr>
<tr>
<td>Dance director</td>
<td>1.20</td>
<td>1406.40</td>
<td>156.27</td>
</tr>
<tr>
<td>Head basketball coach</td>
<td>1.00</td>
<td>1172.00</td>
<td>390.67</td>
</tr>
<tr>
<td>Head football coach</td>
<td>1.00</td>
<td>1172.00</td>
<td>390.67</td>
</tr>
<tr>
<td>Head wrestling coach</td>
<td>0.875</td>
<td>1025.50</td>
<td>341.83</td>
</tr>
<tr>
<td>Head baseball coach</td>
<td>0.825</td>
<td>966.90</td>
<td>322.30</td>
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<tr>
<td>Head track coach</td>
<td>0.825</td>
<td>966.90</td>
<td>322.30</td>
</tr>
<tr>
<td>Head golf coach</td>
<td>0.80</td>
<td>937.60</td>
<td>312.53</td>
</tr>
<tr>
<td>Head tennis coach</td>
<td>0.80</td>
<td>937.60</td>
<td>312.53</td>
</tr>
<tr>
<td>Head swimming coach</td>
<td>0.80</td>
<td>937.60</td>
<td>312.53</td>
</tr>
<tr>
<td>Head cross country coach</td>
<td>0.80</td>
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<tr>
<td>Head gymnastics coach</td>
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<tr>
<td>Head soccer coach</td>
<td>0.80</td>
<td>937.60</td>
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<tr>
<td>Head volleyball coach</td>
<td>0.80</td>
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<tr>
<td>Assistant basketball coach</td>
<td>0.80</td>
<td>937.60</td>
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<tr>
<td>Assistant football coach</td>
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</tr>
<tr>
<td>Assistant wrestling coach</td>
<td>0.75</td>
<td>879.00</td>
<td>293.00</td>
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<tr>
<td>Assistant baseball coach</td>
<td>0.70</td>
<td>820.40</td>
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</tr>
<tr>
<td>Assistant track coach</td>
<td>0.70</td>
<td>820.40</td>
<td>273.47</td>
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<tr>
<td>Assistant swimming coach</td>
<td>0.70</td>
<td>820.40</td>
<td>273.47</td>
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<tr>
<td>Assistant gymnastics coach</td>
<td>0.70</td>
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<td>273.47</td>
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<tr>
<td>Assistant soccer coach</td>
<td>0.70</td>
<td>820.40</td>
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<tr>
<td>Assistant volleyball coach</td>
<td>0.70</td>
<td>820.40</td>
<td>273.47</td>
</tr>
</tbody>
</table>

*Band, dramatics, forensics, dance, and choir directors are compensated for nine (9) months. All other positions are compensated for three (3) months.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Index</th>
<th>Activity salary</th>
<th>Salary per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forensics director—senior high</td>
<td>1.35</td>
<td>$1669.95</td>
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</tr>
<tr>
<td>Choir director—senior high</td>
<td>1.20</td>
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</tr>
<tr>
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<td>$1484.40</td>
<td>164.93</td>
</tr>
<tr>
<td>Dramatics director</td>
<td>1.20</td>
<td>$1484.40</td>
<td>164.93</td>
</tr>
<tr>
<td>Dance director</td>
<td>1.20</td>
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</tr>
<tr>
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<tr>
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</tr>
<tr>
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<td>Head swimming coach</td>
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<td>329.87</td>
</tr>
<tr>
<td>Head cross country coach</td>
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<tr>
<td>Head gymnastics coach</td>
<td>0.80</td>
<td>$989.60</td>
<td>329.87</td>
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<tr>
<td>Head soccer coach</td>
<td>0.80</td>
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<tr>
<td>Head volleyball coach</td>
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<td>329.87</td>
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<tr>
<td>Assistant basketball coach</td>
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<tr>
<td>Assistant football coach</td>
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<td>Assistant gymnastics coach</td>
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</tr>
<tr>
<td>Assistant soccer coach</td>
<td>0.70</td>
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</tr>
<tr>
<td>Assistant volleyball coach</td>
<td>0.70</td>
<td>$865.90</td>
<td>288.63</td>
</tr>
</tbody>
</table>

*Band, dramatics, forensics, dance, and choir directors are compensated for nine (9) months. All other positions are compensated for three (3) months.
**TABLE 3**

Effective January 1, 1982

<table>
<thead>
<tr>
<th>Activity</th>
<th>Index</th>
<th>Activity salary</th>
<th>Salary per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forensics director—</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>senior high</td>
<td>1.35'</td>
<td>$1761.75</td>
<td>$195.75</td>
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<tr>
<td>Choir director—</td>
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<td></td>
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</tr>
<tr>
<td>senior high</td>
<td>1.20</td>
<td>1566.00</td>
<td>174.00</td>
</tr>
<tr>
<td>Band director—</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>senior high</td>
<td>1.20</td>
<td>1566.00</td>
<td>174.00</td>
</tr>
<tr>
<td>Dramatics director</td>
<td></td>
<td>1566.00</td>
<td>174.00</td>
</tr>
<tr>
<td>Dance director</td>
<td></td>
<td>1566.00</td>
<td>174.00</td>
</tr>
<tr>
<td>Head basketball coach</td>
<td>1.00</td>
<td>1305.00</td>
<td>435.00</td>
</tr>
<tr>
<td>Head football coach</td>
<td>1.00</td>
<td>1305.00</td>
<td>435.00</td>
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<td>Head wrestling coach</td>
<td>0.875</td>
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</tr>
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<td>358.88</td>
</tr>
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<td>Head golf coach</td>
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<td>1044.00</td>
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</tr>
<tr>
<td>Head tennis coach</td>
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<td>1044.00</td>
<td>348.00</td>
</tr>
<tr>
<td>Head swimming coach</td>
<td>0.80</td>
<td>1044.00</td>
<td>348.00</td>
</tr>
<tr>
<td>Head cross country coach</td>
<td>0.80</td>
<td>1044.00</td>
<td>348.00</td>
</tr>
<tr>
<td>Head gymnastics coach</td>
<td>0.80</td>
<td>1044.00</td>
<td>348.00</td>
</tr>
<tr>
<td>Head soccer coach</td>
<td>0.80</td>
<td>1044.00</td>
<td>348.00</td>
</tr>
<tr>
<td>Head volleyball coach</td>
<td>0.80</td>
<td>1044.00</td>
<td>348.00</td>
</tr>
<tr>
<td>Assistant basketball coach</td>
<td>0.80</td>
<td>1044.00</td>
<td>348.00</td>
</tr>
<tr>
<td>Assistant football coach</td>
<td>0.80</td>
<td>1044.00</td>
<td>348.00</td>
</tr>
<tr>
<td>Assistant wrestling coach</td>
<td>0.75</td>
<td>978.75</td>
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<tr>
<td>Assistant baseball coach</td>
<td>0.70</td>
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<tr>
<td>Assistant track coach</td>
<td>0.70</td>
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<tr>
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<tr>
<td>Assistant gymnastics coach</td>
<td>0.70</td>
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<tr>
<td>Assistant soccer coach</td>
<td>0.70</td>
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<td>304.50</td>
</tr>
<tr>
<td>Assistant volleyball coach</td>
<td>0.70</td>
<td>913.50</td>
<td>304.50</td>
</tr>
</tbody>
</table>

*Band, dramatics, forensics, dance, and choir directors are compensated for nine (9) months. All other positions are compensated for three (3) months.*

— 87 —
S-1-7 Junior High Directors
The following people will be paid on the basis of units of work done and cards filled out monthly and approved by the principal. A maximum amount is included for these:

a. Junior High Dramatics Directors with a maximum of $100 per play and a maximum of $200 per year.
b. Junior High Forensics Directors with a maximum of $40 per meet and a maximum of $240 per year.
c. Junior High Vocal Directors with a maximum of $100 per concert or performance and a maximum of $300 per year.
d. Elementary and Junior High Instrumental Directors with a maximum of $100 per concert or performance and a maximum of $300 per year.

S-1-8 Stage managers and Pep Club sponsors
Senior high stage managers and pep club sponsor will be paid on an hourly basis at the hourly curriculum rate. Time cards are to be filled out monthly and approved by the principal. The maximum amount earned shall not exceed one hundred (100) hours per year per building.

S-1-9 Secondary school after school supervision
After school supervision of dances, plays, etc., should be compensated at the rate of five (5) dollars for afternoon events and ten (10) dollars for evening events. A higher rate of pay may be agreed upon if needed.

S-1-9-1 The total appropriation will be $20,000 for all senior highs and $10,000 for all junior highs, making a grand total of $30,000 per year.

S-1-9-2 A joint study committee of the Professional Council will develop recommended guidelines and procedural suggestions for the use and distribution of these funds prior to September 1, 1970.

S-1-9-3 Teachers who volunteer as club or activity sponsors and who are not compensated for such activities will be given priority in paid supervision assignments if they desire.

S-1-9-4 No teacher shall be required to supervise activities outside the normal school day.

S-1-9-5 Nothing herein shall preclude the right of teachers to volunteer for any activity of their own choice within their own school.

S-1-9-6 Principals have the right to ask other teachers and other appropriate personnel to supervise activities for compensation if they are unable to secure enough teachers from their own building.

— 88 —
S-1-9-7 Principals, after consulting with the School Building Committee, should establish the school calendar of activities and should determine which activities will be held and how many persons are necessary to supervise these functions. It shall be the function of the School Building Committee and the principal to determine fund dispersal resulting from the allocations under this article.

S-1-10 Elementary school after school supervision

Elementary teachers will be compensated for appropriate similar activities. Funding in each school shall be according to the following schedule:

a. Schools with twenty (20) or fewer teachers shall receive a maximum of $200 per year.

b. Schools with more than twenty (20) but fewer than forty-one (41) teachers shall receive a maximum of $300 per year.

c. Schools with more than forty (40) teachers shall receive a maximum of $400 per year.

S-1-11 Restrictions for compensated supervision

The categories in S-1-9 and S-1-10 are in addition to currently paid activities such as:

a. Before and after school lab time

b. After school study halls

c. Library resources
d. Seminars
e. Curriculum development
f. Workshops
g. High School athletics
h. After school recreation
i. Evening vocational teachers
j. Critic teachers, programmers, evaluators
k. Noon hour aides
l. All other teacher aides

S-1-12 Paid class coverage

The Board agrees to pay teachers to cover assignments for other teachers when the principal has determined through the Substitute Teacher Office that no substitutes are available.

S-1-12-1 The amount paid the teacher or teachers covering the assignment would be prorated at the rate of ten (10) dollars per hour.
S-1-12-2 The teacher's school day may be extended an appropriate amount of time.

S-1-12-3 Teachers may volunteer to cover assignments without compensation.

S-1-13 Television teachers

Television teachers shall receive, after September 1, 1970, in addition to their regular salaries, a 10% residual on the gross sale or rental of their series outside School District No. 1.
IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective presidents and their corporate seals to be hereunto affixed and attested by their respective secretaries, according to Article 4 of the Agreement.

Attest:

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

[Signatures]

Secretary
Kenneth R. Gher

President
Omar D. Blair

Attest:

DENVER CLASSROOM TEACHERS ASSOCIATION

[Signatures]

Secretary
Mardi Schroer

President
Harold R. Dunn
APPENDIX

Partial Discipline Committee Report

Introduction

The Discipline Committee, established by the Superintendent in September of 1977, following the response of the community as expressed in Focus '77, met throughout the 1977-78 school year. Hearings were conducted in October, 1977, in all the high schools. Input was solicited in writing from over thirty (30) community organizations and over forty (40) meetings held with interested groups, including utilization of television by the Committee to seek suggestions and comments from all concerned: teachers, administrators, parents, citizens, and students.

During the second semester of 1977-78, the Committee developed a set of recommendations relative to discipline in the secondary schools. These, in turn, were shared with a representative segment, randomly selected, in the community for their reactions. Approval ranged from 69.2% to 90.2% from teachers, administrators, parents, and students. The points with explanations were distributed to the secondary schools in September 1978.

Adopted by the Board of Education

February, 1979

The recommendations are now presented to the Board of Education for study with the request that they be considered, in accord with proper procedure, for incorporation into Policy 1214-B.

1. Most discipline problems are caused by students who are not academically successful. A series of required inservice training programs should be scheduled to acquaint all teachers with the special methods of teaching the slow learner and the uninvolved student. Whenever it is possible, the resources for these programs should come from within the building.

2. Peer pressure is the strongest influence affecting student behavior. The schools should immediately begin to work with student organizations to solicit student thought and action to help bring student peer pressure to bear in helping fellow students overcome their overt anti-social and anti-school behavior.

3. The School District should immediately seek ways of communicating with and securing the direct action of the courts in instances where the school, the home, and the student have urgent need of help.

4. A series of required training and review sessions in classroom management and confrontation avoidance techniques should be organized for all faculty members. Whenever it is possible, the organization and resources for these sessions should come from the building.
5. A grading system for conduct should be developed and added to report cards used in all junior high schools.

6. The state legislature should be asked to consider the compulsory attendance program to allow schools more flexibility in dealing with 15-year-old high school students in order to take advantage of the alternate education programs and job programs that are not now available to 15-year-old high school students.

7. The primary cause for failure in secondary school is poor attendance. Recently, new procedures have shown that students will respond favorably to more demanding attendance rules. All schools should write separate attendance policies specifically adapted to their own conditions, but the following key provision should be included:

All absences, regardless of the cause, are to be made up if credit for the absence is to be received. Insofar as is possible, actual time should be made up, but if that cannot be done, then homework should be required that would approximately equal the time lost in the classroom.

8. A principal must be able to withdraw a student who continually threatens the physical and educational welfare of others.
   a. If all reasonable attempts to change the student's negative behavior fail, the parent and student must choose between being withdrawn from school or being transferred to a District alternate education program for the rest of the year. The seriousness of these cases requires immediate placement and thus cannot be under Special Education Department control.
   b. Junior High Extension Center students would not be automatically passed into high school but would receive a careful screening for their ability to function in a senior high school.

9. A student who is consistently truant and hopelessly failing but who still loiters in the building is a security problem and a negative example to others. If the student will not return to classes permanently after all reasonable counseling efforts have been made, the student and parent must choose between withdrawal from school or a transfer to a district alternate education program for the rest of the school year. Alternate programs outside the jurisdiction of the Special Education Department must be available for students under the age of 16.

10. Some programs should be maintained.
   a. The present student advisor program in the secondary schools should be maintained.
   b. The security aide program in the secondary school should be maintained.
11. The use of the exclusion process must remain a viable alternate when dealing with the most severe discipline problems.

12. As an alternate to the present suspension procedures, the principals of the secondary buildings should be permitted, if they desire, to establish and staff an in-school restriction room.

Future Plans

The complete report of the Discipline Committee affecting both elementary and secondary schools will be printed and distributed to all teachers when the Committee's work is finalized. Changes in policy 1214-B arising from the report will be distributed as soon as available.

PROFESSIONAL COUNCIL COMMITTEE CHARGES

Charges to certain committees of the Professional Council were agreed to as a part of the conduct of negotiations resulting in the 1979-1982 Agreement. The following charges will be a part of the total charge to each Professional Council subcommittee:

Elementary Report Cards

There will be a standardized District-wide form for the reporting of student progress in the elementary schools. The format for reporting will be used by all elementary schools in the District. The report forms will be developed by Professional Council for use in all schools by September, 1981.

Fringe Benefit Consolidation

The District and the Association will establish a Professional Council Committee to make recommendations on the consolidation of fringe benefits.

The consolidation would be in the form of making various fringe benefit options available to teachers. The committee will study the feasibility of allowing teachers to choose from a variety of benefits in a "cafeteria plan." It is understood that the option method will not cost more than is currently being expended in fringe benefit costs to the District. The Committee will report to the Professional Council no later than January 1, 1981.
Excessive Paperwork

A subcommittee of the Professional Council will be appointed to study and make recommendations to the Council on possible means of reducing the paperwork load placed on teachers. The subcommittee will report to the Council by January 1, 1980.

Student Clubs and Activities

Teachers are encouraged to participate in inservice education and student clubs and activities. The Association will continue to encourage teachers to cooperate with the division of education to develop voluntary efforts for new approaches to learning and human relations.

Intra-Staff Relationships

1. Develop a survey to be conducted once each year by each School Building Committee as to their school's strengths and weaknesses as well as general operation. Areas to be assessed by the survey shall include curriculum, discipline, staff relationships, etc.

2. The survey's results will be tabulated by the School Building Committee and the principal, with the results published to the faculty.

3. The survey sheets will be signed or anonymous as determined by the School Building Committee.

4. The survey results shall be the exclusive property of the school and shall not be released outside the school unless jointly agreed upon by the School Building Committee and the principal.
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EXECUTIVE DIRECTOR STAFF RELATIONS
DENVER PUBLIC SCHOOLS
900 GRANT STREET
DENVER, CO. 80203

PREVIOUS AGREEMENT EXPIRED
DECEMBER 31, 1979

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

DENVER CO SCH DIST 1 PROF EES
WITH EDUCATION ASSOCIATION; NATIONAL
COLORADO

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

--

1. Approximate number of employees involved: 4,200

2. Number and location of establishments covered by agreement: Denver Public School District #1, City and County of Denver, CO

3. Product, service, or type of business: Public Education, K-12

4. If your agreement has been extended, indicate new expiration date: December 31, 1982

Darold T. Bobier, Management Relations Specialist

900 Grant St.

(303) 837-1000, ext. 2419

Area Code/Telephone Number

Denver, CO 80237

City/State/ZIP Code

---

BLS 2452 (Rev. January 1980)
Executive Director, Staff Relations  
Denver Public Schools  
900 Grant Street  
Denver, Colorado 80203

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s): covering the District #1 Professional employees with the National Education Association (Ind). The agreement we have on file expired December 1979.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD  
Commissioner

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved: 4200

2. Number and location of establishments covered by agreement: 120

3. Product, service, or type of business: education

4. If your agreement has been extended, indicate new expiration date: December 31, 1982

Darold T. Bobier, Management Relations Specialist  
837-1000, x2419

Your Name and Position  
Area Code/Telephone Number

900 Grant Street, Room 501  
Denver, CO 80203

Address  
City/State/ZIP Code

BLS 2452 (Rev. January 1980)