6-15-1982

City and County of Denver and State of Colorado School District No. 1 and Denver Classroom Teachers Association (1982)
City and County of Denver and State of Colorado School District No. 1 and Denver Classroom Teachers Association (1982)

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

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AGREEMENT

DENVER CLASSROOM TEACHERS ASSOCIATION

DENVER PUBLIC SCHOOLS

4/84

X 4/28/85
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
Telephone: (303) 399-1394

DENVER PUBLIC SCHOOLS
900 GRANT STREET
DENVER, COLORADO 80203
JUNE 15, 1982 TO DECEMBER 31, 1985

Cover design by
Kearn Blocker, Teacher
Kunsmiller Middle School
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

## ARTICLE 1 — Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher</td>
<td>1.1</td>
<td>2</td>
</tr>
<tr>
<td>Board of Education</td>
<td>1.2</td>
<td>2</td>
</tr>
<tr>
<td>Association</td>
<td>1.3</td>
<td>2</td>
</tr>
<tr>
<td>School District</td>
<td>1.4</td>
<td>2</td>
</tr>
<tr>
<td>Superintendent</td>
<td>1.5</td>
<td>2</td>
</tr>
<tr>
<td>School Year</td>
<td>1.6</td>
<td>2</td>
</tr>
<tr>
<td>Principal</td>
<td>1.7</td>
<td>2</td>
</tr>
<tr>
<td>School</td>
<td>1.8</td>
<td>2</td>
</tr>
</tbody>
</table>

## ARTICLE 2 — General

<table>
<thead>
<tr>
<th>Topic</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-discrimination by Board</td>
<td>2.1</td>
<td>2</td>
</tr>
<tr>
<td>Non-discrimination by Association</td>
<td>2.2</td>
<td>2</td>
</tr>
<tr>
<td>Board to provide meeting agendas</td>
<td>2.3</td>
<td>2</td>
</tr>
<tr>
<td>Agreement constitutes Board policy</td>
<td>2.4</td>
<td>3</td>
</tr>
<tr>
<td>Agreement changes require joint ratification</td>
<td>2.5</td>
<td>3</td>
</tr>
<tr>
<td>Agreement subject to Colorado law</td>
<td>2.6</td>
<td>3</td>
</tr>
<tr>
<td>Agreement controls if policies conflict</td>
<td>2.7</td>
<td>3</td>
</tr>
<tr>
<td>Right to join Association</td>
<td>2.8</td>
<td>3</td>
</tr>
<tr>
<td>Support personnel work schedules</td>
<td>2.9</td>
<td>3</td>
</tr>
<tr>
<td>Professional Council subcommittees</td>
<td>2.10</td>
<td>3</td>
</tr>
<tr>
<td>Changes in working conditions to be negotiated</td>
<td>2.11</td>
<td>3</td>
</tr>
</tbody>
</table>

## ARTICLE 3 — Recognition

<table>
<thead>
<tr>
<th>Topic</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bargaining unit composition</td>
<td>3.1</td>
<td>4</td>
</tr>
<tr>
<td>Association is exclusive representative</td>
<td>3.2</td>
<td>4</td>
</tr>
<tr>
<td>Exclusive rights and privileges</td>
<td>3.3</td>
<td>4</td>
</tr>
</tbody>
</table>

## ARTICLE 4 — Effective Dates and Duration

<table>
<thead>
<tr>
<th>Topic</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective dates for monetary and non-monetary provisions</td>
<td>4.1</td>
<td>4</td>
</tr>
<tr>
<td>Termination date and possible Agreement extension</td>
<td>4.2</td>
<td>4</td>
</tr>
<tr>
<td>Successor Agreement time table</td>
<td>4.3</td>
<td>5</td>
</tr>
<tr>
<td>Agreement publication</td>
<td>4.4</td>
<td>5</td>
</tr>
</tbody>
</table>

## ARTICLE 5 — Negotiating Procedure

<table>
<thead>
<tr>
<th>Topic</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initiating negotiations</td>
<td>5.1</td>
<td>5</td>
</tr>
<tr>
<td>Conducting negotiations</td>
<td>5.2</td>
<td>5</td>
</tr>
<tr>
<td>Joint study committees</td>
<td>5.3</td>
<td>6</td>
</tr>
<tr>
<td>Adopting agreements</td>
<td>5.4</td>
<td>6</td>
</tr>
<tr>
<td>Mediation</td>
<td>5.5</td>
<td>7</td>
</tr>
<tr>
<td>Conducting mediation</td>
<td>5.6</td>
<td>7</td>
</tr>
<tr>
<td>Fact finding</td>
<td>5.7</td>
<td>8</td>
</tr>
</tbody>
</table>
### ARTICLE 6 — Grievance Procedure

| Definitions | 6-1 | 8 |
| Purpose | 6-2 | 9 |
| Level one procedures | 6-3-1 | 10 |
| Level two procedures | 6-3-2 | 10 |
| Level three procedures | 6-3-3 | 10 |
| Exceptions to grievance time limits | 6-3-4 | 12 |
| Rights of teachers to grievance representation | 6-4 | 12 |
| Miscellaneous provisions | 6-5 | 13 |
| Association grievance representatives | 6-6 | 14 |

### ARTICLE 7 — Teaching Hours and Teaching Load

| Regular school day and modifications | 7-1 | 14 |
| Inservice training guidelines | 7-1-3 | 15 |
| Regular school year and modifications | 7-2 | 16 |
| Meetings outside the regular school day | 7-3 | 16 |
| Additional inservice for new teachers | 7-4 | 16 |
| Duty-free lunch period for teachers | 7-5 | 16 |
| Planning periods for teachers | 7-6 | 17 |
| Accepted class load and number of preparations | 7-7 | 17 |
| Procedure for building administrator absence | 7-8 | 17 |
| Professional Council committee | 7-9 | 17 |
| Desirable class sizes | 7-9-1 | 17 |
| Primary grades class size provisions | 7-9-2 | 17 |
| Paraprofessional team interviews | 7-9-3 | 18 |
| Evaluation of classroom aides | 7-9-4 | 18 |
| Class coverage an administrative responsibility | 7-10 | 18 |
| Elementary planning time | 7-11 | 19 |
| Performance contracting to involve Association | 7-12 | 19 |
| Excessive class size relief provisions | 7-13 | 19 |
| Early dismissal days | 7-14 | 19 |
| Professional growth activities | 7-15 | 19 |
| Administrative transfer planning time | 7-16 | 19 |
| Teachers assigned to two schools | 7-17 | 20 |
| Staffing of special magnet programs | 7-18 | 20 |
| Patron access to schools | 7-19 | 20 |

### ARTICLE 8 — Teacher Schedules

| Notification procedures | 8-1 | 20 |
| Qualifications for assignment | 8-2 | 20 |
| Teachers assigned to more than one school | 8-3 | 21 |
| Nondiscrimination in teacher schedules | 8-4 | 21 |
| Determination of best qualified applicant | 8-5 | 21 |
| Qualification criteria for comparison | 8-5-2 | 22 |
| Computation of relative qualification score | 8-5-3 | 23 |
| Professional staff position categories | 8-5-4 | 23 |
ARTICLE 9 — Nonteaching Duties
Rotation and reduction of nonteaching duties
Pupil transportation not required of teachers
Use of aides subject to continuing study
Yearly reports on reduction of non-teaching duties
Department chairperson periods and selection
Teachers to maintain lesson plans
Elementary grade level chairpersons

ARTICLE 10 — Appraisal
Conducting appraisal
Three types of appraisal
General principles
Appraisal report to be issued
Observations to be conducted openly
Classroom visitation requirements
Pay reduction requires just cause
Extracurricular activities not used
Written reasons for contract nonrenewal
Dismissal according to law
Teachers not to appraise other teachers
Test scores not basis for appraisal
Probationary appraisal
Tenure appraisal (5 year)
Formal (DPS Policy 1311B) appraisal

ARTICLE 11 — Teacher Files
Procedures for maintenance of teacher files
Warning to precede letter of reprimand
District to eliminate derogatory material

ARTICLE 12—Instructional Materials
Sufficient instructional materials to be on hand
Each school to have instructional materials budgets
Professional Council to continue study
Instructional equipment to be in working order
Multi-ethnic instructional materials
Equitable distribution of materials and supplies

ARTICLE 13 — Transfer
General principles
Posting of vacancies
### Article Section Page

| Requesting voluntary transfers          | 13-3 | 37 |
| Filling vacancies                       | 13-4 | 37 |
| Determination of best qualified applicant | 13-5 | 38 |
| Qualification criteria for comparison   | 13-5-2 | 38 |
| Computation of relative qualification score | 13-5-3 | 39 |
| Professional staff position categories  | 13-5-4 | 40 |
| Subject area credit provisions          | 13-5-5 | 41 |
| Teaching/coaching combination positions | 13-5-8 | 42 |
| Transfer requested by administration     | 13-6 | 43 |
| Unassigned teacher priority             | 13-6-7 | 44 |
| Unassigned teacher assignment           | 13-6-8 | 44 |
| School closing procedures               | 13-6-10 | 44 |
| Procedures for opening new schools      | 13-6-11 | 45 |
| Confrontation related transfers         | 13-6-13 | 45 |
| Notice of transfer                      | 13-7 | 46 |
| Teacher Exchange transfer               | 13-8 | 46 |

**ARTICLE 14 — Summer School and Evening School**

- Summer school provisions               | 14-1 | 48 |
- Evening school provisions               | 14-2 | 49 |

**ARTICLE 15 — Vacancies in Other Than Classroom Teaching Positions**

- Job descriptions to be posted in each school | 15-1 | 50 |
- Vacancies and positions covered            | 15-2 | 50 |
- Method of application                      | 15-2-1 | 50 |
- Business jobs during summer                | 15-2-4 | 50 |

**ARTICLE 16 — Teacher Facilities**

- Basic provisions for each teacher         | 16-1 | 50 |
- Additional facilities subject to gradual implementation | 16-2 | 50 |
- New construction to include all facilities | 16-3 | 51 |

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

- Temporary disability provisions           | 17-1 | 51 |
- Teachers to be reimbursed for some losses | 17-2 | 52 |
- Handling of student property              | 17-3 | 52 |

**ARTICLE 18 — Teacher Protection From Assaults**

- Emergency building plan                   | 18-1 | 52 |
- Every assault to be reported               | 18-2 | 54 |
- Handling of civil or criminal complaints   | 18-3 | 54 |
- Board to assist teachers' legal defense    | 18-4 | 54 |
- Board action not prejudiced by proceedings | 18-5 | 55 |
- Liability insurance for each teacher       | 18-6 | 55 |
- Teachers to be informed of legal rights    | 18-7 | 55 |

— vi —
<table>
<thead>
<tr>
<th>Article Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 19 — Student Conduct and Discipline</td>
<td>Section Page</td>
</tr>
<tr>
<td>General principles</td>
<td>19-1 55</td>
</tr>
<tr>
<td>Objectives</td>
<td>19-2 57</td>
</tr>
<tr>
<td>Policy development</td>
<td>19-3 57</td>
</tr>
<tr>
<td>General policies on student conduct</td>
<td>19-4 57</td>
</tr>
<tr>
<td>Rights of certificated personnel and principals</td>
<td>19-4-2 57</td>
</tr>
<tr>
<td>Responsibilities of certificated personnel and principals</td>
<td>19-4-3 59</td>
</tr>
<tr>
<td>Specific policies on student conduct</td>
<td>19-5 60</td>
</tr>
<tr>
<td>Policies on extracurricular activities</td>
<td>19-6 62</td>
</tr>
<tr>
<td>Rule development in school</td>
<td>19-7 63</td>
</tr>
<tr>
<td>Enforcement</td>
<td>19-8 64</td>
</tr>
<tr>
<td>ARTICLE 20 — Insurance</td>
<td>Section Page</td>
</tr>
<tr>
<td>Group life insurance</td>
<td>20-1 65</td>
</tr>
<tr>
<td>Disability insurance</td>
<td>20-2 65</td>
</tr>
<tr>
<td>Liability insurance</td>
<td>20-3 65</td>
</tr>
<tr>
<td>Group health insurance</td>
<td>20-4 65</td>
</tr>
<tr>
<td>Changes in insurance subject to negotiations</td>
<td>20-5 65</td>
</tr>
<tr>
<td>Dental insurance</td>
<td>20-6 65</td>
</tr>
<tr>
<td>ARTICLE 21 — Transportation Allowance</td>
<td>Section Page</td>
</tr>
<tr>
<td>Daily travel between two or more schools</td>
<td>21-1 66</td>
</tr>
<tr>
<td>Liability insurance requirements</td>
<td>21-2 66</td>
</tr>
<tr>
<td>Less than daily travel</td>
<td>21-3 66</td>
</tr>
<tr>
<td>Other than automobile expense reimbursement</td>
<td>21-4 66</td>
</tr>
<tr>
<td>ARTICLE 22 — Salaries and Retirement Benefits</td>
<td>Section Page</td>
</tr>
<tr>
<td>Salaries</td>
<td>22-1 66</td>
</tr>
<tr>
<td>Teacher's salary schedule, 1982</td>
<td>22-1-3 68</td>
</tr>
<tr>
<td>Teacher's salary schedule index</td>
<td>22-1-3-1 68</td>
</tr>
<tr>
<td>Longevity increment dollar amounts, 1982</td>
<td>22-1-4 68</td>
</tr>
<tr>
<td>Mileage reimbursement</td>
<td>22-1-5 69</td>
</tr>
<tr>
<td>Annuity plan</td>
<td>22-2-1 69</td>
</tr>
<tr>
<td>Computation of benefits</td>
<td>22-2-2 70</td>
</tr>
<tr>
<td>Equal treatment table</td>
<td>22-2-3 70</td>
</tr>
<tr>
<td>Retirement age</td>
<td>22-2-4 70</td>
</tr>
<tr>
<td>Early retirement study</td>
<td>22-2-5 70</td>
</tr>
<tr>
<td>Implementation</td>
<td>22-2-6 71</td>
</tr>
<tr>
<td>Salary increase modifications</td>
<td>22-3 71</td>
</tr>
<tr>
<td>Annual increments</td>
<td>22-4 71</td>
</tr>
<tr>
<td>Appraisal effects on salary increments</td>
<td>22-5 71</td>
</tr>
<tr>
<td>Financial planning seminar</td>
<td>22-6 73</td>
</tr>
<tr>
<td>ARTICLE 23 — Sick Leave</td>
<td>Section Page</td>
</tr>
<tr>
<td>Annual allowances of sick leave</td>
<td>23-1 73</td>
</tr>
<tr>
<td>Extended absence procedures</td>
<td>23-2 73</td>
</tr>
</tbody>
</table>
 ARTICLE 24 — Temporary Leaves of Absence

Temporary leaves to be granted
Leave for personal reasons
Leave to receive an advanced degree
Leave to attend family graduations
Leave for religious holiday
Leave to visit other schools
Leave for necessary legal appearances
Leave for educational meetings
Leaves granted in full or half days
Periods for leave restrictions
Applications for leave to be timely
Joint DPS/DCTA projects

 ARTICLE 25 — Extended Leaves of Absence

Association activities leave
ACTION programs leave
Military leave
Maternity leave
Paternity leave
Adoption leave
Family illness leave
Extended personal illness leave
Restoration of health leave
Elective office leave
Travel, study, or research leave
Overseas dependent schools leave
Vocational education proficiency leave
General leave
Additional leave conditions

 ARTICLE 26 — Sabbatical Leave

Sabbatical leave provisions
Salary step advancement
Counts as active teaching service
Counts toward retirement
Right of return to assignment
Leave may be extended

 ARTICLE 27 — The Professional Council

Composition
Meetings

— viii —
<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating procedures</td>
<td>27-3</td>
<td>82</td>
</tr>
<tr>
<td>Problems and concerns for cooperative study</td>
<td>27-4</td>
<td>83</td>
</tr>
<tr>
<td>Other specific Agreement assignments</td>
<td>27-5</td>
<td>84</td>
</tr>
<tr>
<td>Nurses committee</td>
<td>27-6</td>
<td>84</td>
</tr>
<tr>
<td>Special Education committee</td>
<td>27-7</td>
<td>84</td>
</tr>
<tr>
<td>Counselors Committee</td>
<td>27-8</td>
<td>85</td>
</tr>
<tr>
<td><strong>ARTICLE 28 — School Building Committee</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Philosophy</td>
<td>28-1</td>
<td>85</td>
</tr>
<tr>
<td>Operating principles</td>
<td>28-2</td>
<td>86</td>
</tr>
<tr>
<td>Structure</td>
<td>28-3</td>
<td>86</td>
</tr>
<tr>
<td>Areas of common concern</td>
<td>28-4</td>
<td>87</td>
</tr>
<tr>
<td>Specific Agreement assignments</td>
<td>28-5</td>
<td>88</td>
</tr>
<tr>
<td>Meetings</td>
<td>28-6</td>
<td>89</td>
</tr>
<tr>
<td>Training</td>
<td>28-7</td>
<td>89</td>
</tr>
<tr>
<td><strong>ARTICLE 29 — Association President</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To be granted leave while in office</td>
<td>29-1</td>
<td>89</td>
</tr>
<tr>
<td>Right to visit schools</td>
<td>29-2</td>
<td>90</td>
</tr>
<tr>
<td>Return from leave provisions</td>
<td>29-3</td>
<td>90</td>
</tr>
<tr>
<td><strong>ARTICLE 30 — Use of School Facilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right of Association to use school buildings</td>
<td>30-1</td>
<td>90</td>
</tr>
<tr>
<td>Right of Association to distribute materials</td>
<td>30-2</td>
<td>90</td>
</tr>
<tr>
<td>Exclusive rights of Association to be honored</td>
<td>30-3</td>
<td>91</td>
</tr>
<tr>
<td><strong>ARTICLE 31 — Dues Deduction</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dues check-off provisions</td>
<td>31-1</td>
<td>91</td>
</tr>
<tr>
<td>Appropriate forms to be used</td>
<td>31-2</td>
<td>91</td>
</tr>
<tr>
<td>Representation fee</td>
<td>31-3</td>
<td>91</td>
</tr>
<tr>
<td>Dues collection during periods of absence</td>
<td>31-4</td>
<td>92</td>
</tr>
<tr>
<td>Association responsible for dues monies</td>
<td>31-5</td>
<td>92</td>
</tr>
<tr>
<td>Service charges to Association</td>
<td>31-6</td>
<td>92</td>
</tr>
<tr>
<td>Dues deduction for resigning teachers</td>
<td>31-7</td>
<td>92</td>
</tr>
<tr>
<td>Head tax deduction at teacher's request</td>
<td>31-8</td>
<td>92</td>
</tr>
<tr>
<td><strong>ARTICLE 32 — Faculty Representatives</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right to have representatives</td>
<td>32-1</td>
<td>92</td>
</tr>
<tr>
<td>Right to schedule meetings in schools</td>
<td>32-1-1</td>
<td>93</td>
</tr>
<tr>
<td>Thursdays to be reserved for Association meetings</td>
<td>32-1-2</td>
<td>93</td>
</tr>
<tr>
<td>Time for announcements at faculty meetings</td>
<td>32-1-3</td>
<td>93</td>
</tr>
<tr>
<td>Right to conduct Association business</td>
<td>32-1-4</td>
<td>93</td>
</tr>
<tr>
<td><strong>ARTICLE 33 — Substitute Teachers and Teachers on Non-renewable Contracts</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adequate numbers of substitute teachers</td>
<td>33-1</td>
<td>93</td>
</tr>
<tr>
<td>Continuing full- and half-day substitutes</td>
<td>33-2</td>
<td>93</td>
</tr>
<tr>
<td>Rights granted to long term substitutes</td>
<td>32-2-1</td>
<td>94</td>
</tr>
<tr>
<td>Article</td>
<td>Section</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
<td>------</td>
</tr>
<tr>
<td>Long term substitute time counts toward salary schedule</td>
<td>33-2-2</td>
<td>94</td>
</tr>
<tr>
<td>Fringe benefits for long term substitutes</td>
<td>33-2-3</td>
<td>94</td>
</tr>
<tr>
<td>Rights granted to teachers on non-renewable contracts</td>
<td>33-3</td>
<td>94</td>
</tr>
</tbody>
</table>

**ARTICLE 34 — Professional Behavior**

- Compliance with rules | 34-1 | 95 |
- Ethical problems | 34-2 | 95 |
- Association to treat abuses of ethics | 34-3 | 95 |
- Rights of teachers to representation during conferences | 34-4 | 95 |
- Appropriate communication channels | 34-5 | 96 |
- Staff morale | 34-6 | 96 |
- Professional growth workshop | 34-7 | 96 |

**ARTICLE 35 — Academic Freedom**

- General principles | 35-1 | 96 |
- To educate in the democratic tradition | 35-1-1 | 96 |
- Individual freedoms encouraged | 35-1-2 | 97 |
- Final responsibility rests with Board of Education | 35-1-3 | 97 |

**ARTICLE 36 — Controversial Issues**

- General principles | 36-1 | 97 |
- Student rights and responsibilities | 36-2 | 97 |
- Teacher rights and responsibilities | 36-3 | 97 |

**ARTICLE 37 — Political Rights**

- Affirmation of political rights | 37-1 | 98 |
- Teachers have rights and responsibilities of citizens | 37-1-1 | 98 |
- Teachers have privileges and responsibilities of voting | 37-1-2 | 98 |
- No loss of pay during jury service | 37-1-3 | 98 |
- Right to engage in political activity | 37-1-4 | 98 |

**ARTICLE 38 — Instruction and Curriculum Committees**

- Teacher involvement | 38-1 | 98 |
- Elections and appointments | 38-2 | 98 |
- New instructional programs | 38-3 | 99 |
- Kindergarten committee | 38-4 | 99 |

**ARTICLE 39 — Reduction in Force**

- Nondiscrimination considerations | 39-1 | 99 |
- Discussions with Association to precede | 39-2 | 99 |
- Relevant employee data to be provided | 39-3 | 100 |
<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Determining order of cancellation of contracts</td>
<td>39-4</td>
<td>100</td>
</tr>
<tr>
<td>Reassignment to another position</td>
<td>39-5</td>
<td>100</td>
</tr>
<tr>
<td>Fringe benefit and salary guarantees</td>
<td>39-6</td>
<td>100</td>
</tr>
<tr>
<td>Recall to employment provisions</td>
<td>39-7</td>
<td>100</td>
</tr>
<tr>
<td>No new staff to be hired; definitions</td>
<td>39-8</td>
<td>100</td>
</tr>
<tr>
<td>Written notice of recall</td>
<td>39-9</td>
<td>100</td>
</tr>
<tr>
<td>RIF considered as a leave of absence</td>
<td>39-10</td>
<td>101</td>
</tr>
<tr>
<td>Reductions in personnel procedure</td>
<td>39-11</td>
<td>101</td>
</tr>
<tr>
<td>Seniority used for reductions</td>
<td>39-12</td>
<td>102</td>
</tr>
<tr>
<td>Article 13 to be used for transfers</td>
<td>39-13</td>
<td>102</td>
</tr>
<tr>
<td>Professional Council to study mil election</td>
<td>39-14</td>
<td>102</td>
</tr>
<tr>
<td><strong>ARTICLE 40 — Personal Health Problems</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Referral for treatment</td>
<td>40-1</td>
<td>102</td>
</tr>
<tr>
<td>Confidentiality</td>
<td>40-2</td>
<td>102</td>
</tr>
<tr>
<td>Self-help programs to be recommended</td>
<td>40-3</td>
<td>102</td>
</tr>
<tr>
<td><strong>ARTICLE 41 — Emergency School Closings</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School closings related to weather</td>
<td>41-1</td>
<td>102</td>
</tr>
<tr>
<td>Attendance problems related to weather</td>
<td>41-2</td>
<td>102</td>
</tr>
<tr>
<td><strong>ARTICLE 42 — Specialized Services Council</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Members to serve within professional areas</td>
<td>42-1</td>
<td>103</td>
</tr>
<tr>
<td>Council to be for consultation and research</td>
<td>42-2</td>
<td>103</td>
</tr>
<tr>
<td>Council to meet monthly</td>
<td>42-3</td>
<td>103</td>
</tr>
<tr>
<td>Council members to be released for meetings</td>
<td>42-4</td>
<td>103</td>
</tr>
<tr>
<td><strong>ARTICLE 43 — Job Sharing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job sharing—General Principles</td>
<td>43-1</td>
<td>103</td>
</tr>
<tr>
<td>Procedures to initiate a Job Sharing agreement</td>
<td>43-2</td>
<td>104</td>
</tr>
<tr>
<td><strong>ARTICLE 44 — School Improvement and Accountability Council</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recognition of Council's function and value</td>
<td>44-1</td>
<td>105</td>
</tr>
<tr>
<td>School Building Committee representation</td>
<td>44-2</td>
<td>105</td>
</tr>
<tr>
<td>Monitoring of teacher activities</td>
<td>44-3</td>
<td>105</td>
</tr>
<tr>
<td>Appraisal of employees function of Board</td>
<td>44-4</td>
<td>105</td>
</tr>
<tr>
<td>Agreement prescribes actions</td>
<td>44-5</td>
<td>105</td>
</tr>
<tr>
<td>Additional plans not required</td>
<td>44-6</td>
<td>106</td>
</tr>
<tr>
<td><strong>ARTICLE 45 — Middle Schools</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Definitions</td>
<td>45-1</td>
<td>106</td>
</tr>
<tr>
<td>Early dismissal days</td>
<td>45-2</td>
<td>106</td>
</tr>
<tr>
<td>Interdisciplinary team formation</td>
<td>45-3</td>
<td>107</td>
</tr>
<tr>
<td>Teacher qualifications</td>
<td>45-4</td>
<td>107</td>
</tr>
<tr>
<td>Teacher schedules</td>
<td>45-5</td>
<td>107</td>
</tr>
<tr>
<td>Planning periods</td>
<td>45-6</td>
<td>108</td>
</tr>
<tr>
<td>Adequate materials</td>
<td>45-7</td>
<td>108</td>
</tr>
<tr>
<td>Article</td>
<td>Section</td>
<td>Page</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>---------</td>
<td>------</td>
</tr>
<tr>
<td>Staffing of middle schools</td>
<td>45-8</td>
<td>108</td>
</tr>
<tr>
<td>Team leader considerations</td>
<td>45-9</td>
<td>109</td>
</tr>
</tbody>
</table>

**SCHEDULE 1 — Extra Compensation**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum development</td>
<td>S-1-1</td>
</tr>
<tr>
<td>Summer school and evening school</td>
<td>S-1-2</td>
</tr>
<tr>
<td>Inservice education</td>
<td>S-1-3</td>
</tr>
<tr>
<td>Long term substitute teachers</td>
<td>S-1-4</td>
</tr>
<tr>
<td>Teachers for homebound children</td>
<td>S-1-5</td>
</tr>
<tr>
<td>Extracurricular activities</td>
<td>S-1-6</td>
</tr>
</tbody>
</table>

  - Table 1 effective January 1, 1982
  - Table 2 effective January 1, 1983

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middle school directors</td>
<td>S-1-7</td>
</tr>
<tr>
<td>Stage managers and pep club sponsors</td>
<td>S-1-8</td>
</tr>
<tr>
<td>Secondary school after-school supervision</td>
<td>S-1-9</td>
</tr>
<tr>
<td>Elementary school after-school supervision</td>
<td>S-1-10</td>
</tr>
<tr>
<td>Restrictions for compensated supervision</td>
<td>S-1-11</td>
</tr>
<tr>
<td>Paid class coverage</td>
<td>S-1-12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix</td>
<td>115</td>
</tr>
<tr>
<td>Attestations</td>
<td>119</td>
</tr>
<tr>
<td>Index</td>
<td>121</td>
</tr>
</tbody>
</table>
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 15th day of June, 1982.

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.

Teachers 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.
ARTICLE 1 — Definitions

1-1 The term "teacher" as used in this Agreement shall refer to all regularly assigned unit employees employed half-time or more and 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.

1-7 The term "principal" as used in this Agreement shall include the head administrator of a school, as well as an administrative supervisor, where appropriate. Each educational unit overseen by a principal or administrative supervisor.

1-8 The term "school" as used in this Agreement, shall refer to:

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.
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.

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, except that those changes necessitated by Order of the District Court involving the closing of schools, redrawing of attendance boundaries, attendant transfer of professional staff, etc. shall not be subject to ratification of the parties by reason of the precedence in law. The accommodation of such required changes described herein shall be mutually undertaken by the Association and the Superintendent or the Superintendent's designees.

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.

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.

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.

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

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.

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 employees as described in Article 1-1, 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, 1984, 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, 1983.

4-2 This Agreement shall remain in full force and effect until April 6, 1984, 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 1983 and 1984 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. In that event, they shall be resumed not later than the Monday following the regular 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.

— 9 —
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 on forms provided by the Association which will include a copy for the principal.

6-3-1-2 Failure to render such a decision within ten (10) school days after the grievance has been filed in writing will result in the relief requested being granted if no additional cost to the District is incurred.

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, 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 All teachers who file a grievance shall do so with full knowledge and assurance that they will be represented solely by the Association and/or the Association's designee(s) at all levels and steps and proceedings of the grievance procedure, except that the aggrieved teacher may decline representation at Level One.

6-4-2-1 No aggrieved teacher may be represented by a representative or officer of any teacher organization other than the Association.
6-4-2-2 Level One representation will normally be provided by the Association’s building level Grievance Representative and/or Faculty Representative.

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 and the District will mutually exchange written lists at least two (2) days in advance.

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 issues 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:

<table>
<thead>
<tr>
<th>Teachers</th>
<th>Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 60</td>
<td>One (1) Representative</td>
</tr>
<tr>
<td>60 or more</td>
<td>Two (2) Representatives</td>
</tr>
</tbody>
</table>

The following guidelines shall be observed in selecting the Grievance Representative 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 Grievance 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 compensatory 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 If deemed necessary by the principals, they 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
  • Student activities
  • Staff development
  • Pupil conferences
  • Parent conferences

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

7-1-3-2 The agenda for such meetings will be approved by the principal following advisory consultation with the School Building Committee.

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, advisory consultation shall be with the Professional Council.

7-1-5 If it is necessary to have inservice training on out-of-school time, 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.

7-1-6 Inservice training for teachers and other affected certified personnel shall, where possible, be included as part of the regular school day for the following:
  a. Preparation for conversion to any court-ordered plan.
  b. Preparation to teach or implement programs in magnet or center schools as provided for in a court-ordered plan.
  c. Preparation for conversion to middle schools.

7-1-6-1 Whenever possible, such training shall be provided prior to the implementation of the aforementioned programs.

7-1-6-2 Training for such programs may be arranged according to one of the following plans:
  a. When the total faculty must participate in a training program, one or more early dismissal days may be arranged to accommodate the scheduling of the inservice.
  b. When individual teachers, or a portion of a faculty, must participate in a training program, substitutes will be provided for the duration of the training program.
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, 1982, 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.

7-2-1-1 During the three (3) planning days provided for above, at least five (5) hours for classroom work shall be reserved, thus allowing 90 minutes for any administratively initiated activity.

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 School Building Committee agree to require attendance by majority vote.

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.

7-5-1 The entire school's faculty lunch period may be shortened by mutual agreement of the principal and the School Building Committee to accommodate school schedules having varying blocks of time. Such shortened
lunch periods shall be compensated for by an equivalent early dismissal time.

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 Where possible, if a teacher is placed in charge of a building during the absence of a principal from that building the teacher will be relieved from one or the other of the teacher's assignments, either office or classroom, when the principal's absence will be half day or longer.

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 The Board and the Association agree that the desirable class size for all secondary and elementary schools shall not normally exceed thirty-five (35) students except that middle school instructional teams should instruct no more than an average of thirty (30) students per teacher.

7-9-2 Until such time that flexible scheduling, maximum teaching load, differentiated staffing, or other innovative ideas can be cooperatively developed and implemented, in kindergarten, first, second and third grades, immediate and temporary relief shall be provided in said grades.

7-9-2-1 When it is necessary to have class size exceed twenty-five (25) in primary elementary grades (K-3), the Board shall honor teachers' requests for qualified paraprofessional assistance according to the following schedule:

a. One hour of paraprofessional assistance per day for one (1) to two (2) students over twenty-five (25).

b. Two (2) hours per day for three (3) to five (5) students over twenty-five (25).

c. Three (3) hours per day for six (6) to seven (7) students per day over twenty-five (25).

7-9-2-2 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 prob-
lems, if any, will be referred to the Professional Council for review and suggested solutions.

7-9-3 The parties agree that professional staff members will, at their option, be given the opportunity and authority to interview prospective paraprofessional candidates with whom they may directly work. Such authority shall be granted by the principal or appropriate administrative counterpart upon the request of the professional staff member and such interview shall be conducted in concert with the interviewing practices and procedures as prescribed by the Director of Personnel Services. The recommendations of the professional staff member shall be advisory only with the Director of Personnel Services, or designee, as the final employing authority.

7-9-4 Evaluation of classroom aides working under the supervision of classroom teachers becomes a joint responsibility of the classroom teacher or teachers and the principal.

7-9-4-1 In the event that a teacher deems an aide is not performing adequately, the teacher must first discuss the problem with the aide.

7-9-4-2 The aide will be informed of the person or persons who will or may be involved in the evaluation process.

7-9-4-3 Aides will be given a copy of any evaluation report and will discuss such report with the persons preparing it.

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

7-9-4-5 Any evaluation which tends to be negative must contain suggestions for improvement and a time line during which improvement must be made.

7-9-4-6 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.

7-9-5 Teachers shall direct the activities of teachers' aides while those aides are assigned to the teacher.

7-9-6 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.

7-10-1 No teacher, except in extreme emergencies, shall be required to provide class or duty coverage for another teacher during planning periods.

7-10-2 A principal who asks a teacher to cover the class(es) of another teacher shall follow the procedures of Article S-1-12.
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.

7-11-1 Specialty teachers at the elementary level, i.e., music, physical education, I.M.C., art, etc., shall be responsible for the instruction of each of their scheduled classes. Regular classroom teachers shall, at their discretion, be able to remain with the class during such scheduled periods or use this as additional planning time in an appropriate fashion.

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 22-3 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.

7-13-1 The amount of money budgeted for class load relief shall continue to increase yearly according to the current practice for the period of this Agreement.

7-13-2 Appropriate guidelines and procedures for implementation of Article 7-13 will be established through the Professional Council by January 1, 1977.

7-14 Four half-days per year shall be designated as early dismissal days on a city-wide basis. Early dismissal days shall be used for parent conferences, report card distribution, middle school planning, team meetings, grade level meetings, departmental meetings, special testing and Special Education work. The planning for early dismissal day schedules in each school shall be the responsibility of the principal and the School Building Committee in accordance with guidelines developed by the Professional Council.

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.

7-18 Staffing of special magnet programs as proposed in any court-ordered plan shall be accomplished by assignment of professional staff members who are current contract employees of the District. The parties agree that no new employees shall be hired if the net effect of such employment action will be to deny opportunities of current staff who are qualified to fill these assignments.

7-19 The Board and the Association agree that easy access to the schools should be extended to patrons. In the interest of providing the access to the schools without interrupting continuity of instruction, principals and School Building Committees shall develop and publicize the means and procedures by which parents and other patrons may have easy access to classroom observations and conferences with teachers. It shall be the goal of the principal in consultation with the School Building Committee to develop such procedures in the interest of avoiding unnecessary distractions or interruptions of the instructional program. The principal will provide such access to the school and its components to individuals with specific interests. Insofar as possible, the agreed upon procedures shall fit within the confines of the defined school day.

ARTICLE 8 — Teacher Schedules
To Become Effective August 31, 1982

8-1 Teachers shall be notified of their tentative program, schedule, or grade level assignment for the ensuing year, or semester, if applicable, as soon as possible following preparation of the master schedule. In addition, they will be notified of any changes in their tentative program, schedule, or grade level assignment for the ensuing year, or semester, if applicable, including the school 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 the requirements of the accreditation standards of the Colorado Department 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. Senior high school vocational education teachers shall hold proper vocational education credentials.
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. Sufficient time for travel between schools, separate from the 45 minute lunch period, shall be provided as schedules are determined by principals. Such teachers shall be notified of any change in their schedules as soon as practicable.

8-3-1 In arranging schedules for teachers who are assigned to coach a sport in other schools, the principal shall make every effort to arrange the teachers’ schedules to allow the teachers to leave the school for the coaching assignments as early as possible. This will be done by placing the planning periods at the end of the school day.

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 department or grade level in a school, if more than one teacher holding a Class I position, as in Article 13-1-5, has applied for the same full program or schedule, the teacher best qualified for that program or schedule shall be appointed, except that no teacher shall be considered for a program or schedule that the teacher is not currently qualified to teach as determined by the requirements of the accreditation standards of the Colorado Department of Education.

8-5-1-1 A full program or schedule shall mean the complete set of classes, planning and lunch periods, as structured by the principal or designee in the master schedule.
8-5-1-2 A teacher desiring assignment to a different program or schedule than originally assigned may indicate this desire in writing to the principal no later than five school days from the time the principal or designee has notified the faculty of the assignments.

8-5-1-3 Article 8-5-1 shall not apply if the result of its application would cause displacement of a teacher from the department or grade level or reduction of a teacher from the faculty.

8-5-2 The principal shall consider the following in determining which applicant is best qualified:
   a. Seniority in the District, by semester, including all approved leaves, except the General Leave.
   b. Denver Public Schools contract teaching experience in the subject area, such experience to be counted as pre-school/early childhood through grade six, or grades seven through twelve.
   c. Highest degree held.
   d. Semester course hours earned after the Bachelor degree.
   e. Semester course hours earned 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 course hours in their specialty area. For practical arts teachers, both practical arts and those vocational education course hours which are determined by the Director of Personnel Services to be directly related to the subject area. For counselors and other specialty area teachers not specified herein, those semester course hours directly related to the subject area as determined by the Director of Personnel Services.
   f. 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, e, of Articles 8-5-2 and 8-5-3.

8-5-2-1 Except for criteria f above, the exclusive source of information relating to the above criteria shall be the Director of Personnel Services and the 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.
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. Two points for each semester of full time employment as a contract teacher in the District including all approved leaves except the General Leave.

b. Two points for each semester of full time contract Denver teaching experience in the subject area as defined in Article 8-5-2 (b).

c. For the single highest degree held: Bachelor degree, 0 points; Master's degree, 30 points; Specialist's degree, 60 points; Doctoral degree, 90 points.

d. One point for each semester hour of credit earned after the Bachelor degree.

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

f. Up to twenty-five (25) points for each applicant as determined by the principal's interview. Up to five (5) points may be awarded in any combination of the categories specified on the approved form. Those categories include the following:

1. Nature of degrees held with respect to major and minor areas of study, thesis or dissertation.

2. Qualifications in more than one teaching area.

3. Areas of special qualification or experience.

4. Participation in school activities.

5. School related community activities.

6. Other objective criteria identified by the principal so long as such criteria is brought to the attention of the teacher, in writing, at the beginning of the interview and applied uniformly to all applicants.

8-5-3-1 When the subject area is not clearly apparent, as in the case of auxiliary personnel, the subject area shall be omitted or a mutually acceptable subject area shall be determined by the Association and the Director of Personnel Services.

8-5-4 Professional staff positions will be categorized as follows. Each position shall be considered to be a separate department in each school.

a. Regular Classroom.

b. Special Support Programs With Regular Instruction Of Pupils:

- Bi-lingual Resource
- Cooperative Work Experience
Diagnostic
Instructional Media Specialist
IPCD
MR/SH
SIEBD
SLIC
TLC

Special Education

Metro Youth Education Centers
Teachers on Special Assignment
Extension Centers
Juvenile Hall
Hold Youth
Integrated Arts
Program for Pupil Assistance
Secondary Reading Teachers
Full-time Elementary Music Teachers
Full-time Elementary Art Teachers
Vocational-Practical Arts Specialists
c. Professional Staff Providing Adjunctive Pupil Services:
Nurses
Counselors
Social Workers
Speech/Language Specialists
Psychologists
d. Teachers Serving In Auxiliary Positions Without Regular Instruction of Pupils:
Student Advisors
Student Activities Directors
e. Special Assignments Without Regular Instruction of Pupils:
Teachers On Special Assignment
Teachers On Association Leave
KRMA-TV
f. Teachers Serving In Administrative Support Positions:
Teachers Assistants To The Principal
Instructional Resource Teachers

8-5-4-1 Other positions not herein listed may be listed in the appropriate category as the District and the Association shall mutually agree.

8-5-5 Effective with this Agreement, teachers who have served or are now serving in positions other than regular classroom assignments shall receive subject area credit in both their special assignment area and in their previous subject area for experience prior to and including the 1981-1982 school year.

8-5-5-1 Teachers who continue to serve or who subsequently accept assignments listed under 8-5-4 (b) will continue
to receive credit in both their subject area/grade level as provided in Articles 8-5-2 (b) and 8-5-3 (b) and in their specialty area.

8-5-5-2 Professional staff who continue to serve or who subsequently accept assignments listed under 8-5-4 (c) shall receive credit in their specialized area only.

8-5-6 Beginning with the 1982-1983 school year, teachers who choose to serve or continue to serve in positions listed under 8-5-4 (d), (e), and (f) will receive credit under 8-5-2 (b) and 8-5-3 (b) for both the special assignment and the last previous subject area, grade level or area of most experience for a period not to exceed three (3) years. If determination of the last previous subject area is in question, the teacher shall exercise personal option regarding the area of credit accrual.

8-5-7 At the end of the three (3) year period provided in Article 8-5-6, teachers who elect to continue in such 8-5-4 (d), (e) and (f) assignments will receive credit only in their specialty assignment.

8-6 It is understood that school schedules for each teacher normally will include a variety of 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; collecting 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.

9-1-2 Where possible, the principal shall utilize teacher aides in lunchroom supervision.

9-1-3 The principal shall make a concerted effort to utilize teacher aides to perform those nonteaching duties not requiring the direct supervision of a professional staff member.

9-1-4 Assignment of teachers to whatever nonteaching duties are not done by aides will be rotated so that no teacher will have the same assignment for more than four consecutive semesters unless agreement for such assignment is stipulated by the teacher. Reassignment to a supervision can only be after an interim of at least two consecutive semesters.

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 assignment 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 Senior high school department chairpersons will assist in determining the assignment of classes to members of their departments after the master schedule has been constructed. Individual assignments will be determined at a regular meeting of the department. The class assignment schedule will be based on the participation of all department members in the assignment decisions. Such decisions cannot be arbitrary, nor done without such participation of members of the department. Once the assignment schedule has been set, changes cannot be made by the principal without consultation with the department chairperson and all teachers whose assignments would be altered by the revisions.

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 should be consulted 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 (as defined in Article 1-1) performance shall be conducted in accordance with acceptable personnel practice.

10-2 There shall be three (3) types of appraisals. Such appraisals are designated as probationary, tenure (5 years) and formal (DPS Policy 1311B).

10-2-1 a) The primary objectives of probationary appraisal shall be to determine the employee's suitability for...
potential attainment of tenure and to assist the em­ployee in developing those skills which will lead to the improvement of instruction.

b) The primary objective of tenure (5 year) appraisal shall be the maintenance of District instructional standards and to assist the employee in focusing on specific areas of emphasis related to the further enhancement of instruction.

c) The primary objective of formal appraisal—(DPS Policy 1311B) shall be to correct administratively-identified deficiencies through a planned program of improvement which is intended to improve instruction.

10-3 General Principles

Appraisal should be considered by teacher and administrative staff as a positive process to be entered into in a spirit of cooperation.

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

10-3-2 The appraisal process is intended to identify and enhance the instructional strengths and correct identified deficiencies of all employees represented by the Association.

10-4 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.

10-5 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.

10-6 To the extent possible, all classroom visitations or observa­tions for the purpose of teacher appraisal shall be for a minimum of twenty (20) minutes. A minimum of one such visitation or observation during the appraisal period shall be previously arranged with the classroom teacher at least one (1) school day in advance. Each visitation or observation for the purpose of teacher appraisal shall be followed within
three (3) school days with a conference for the specific pur-
pose of discussing the observation.

10-7 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 perform-
ance 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.

10-8 Participation in extracurricular activities shall not constitute
a valid basis for appraising a person's classroom teaching
performance.

10-9 If the contract of a probationary teacher is not renewed, the
teacher shall, upon written request, be informed in writing
of the reasons therefor.

10-10 Probationary teachers dismissed during the term of their con-
tracts shall be entitled to the procedures provided in “The
Teacher Employment, Dismissal, and Tenure Act of 1967.”

10-11 No teacher shall assume or be required to assume the role of
appraiser for any other teacher.

10-12 The District agrees to have the Association appoint one per-
ton 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 instruc-
tion, such scores shall not be used for teacher appraisal.

10-13 Probationary Appraisal
Probationary appraisal shall apply to and shall be conducted
for non-tenured certified employees each semester using the
general principles as set forth above. The appraisal instru-
ments and procedures shall be jointly agreed upon by the
Director of Personnel Services and the Association and shall
be in concert with current Colorado School Law and with
full recognition of “The Teacher Employment, Dismissal and
Tenure Act of 1967.”

10-14 Tenure Appraisal (5 Year)
Each certified employee who has attained tenure will be ap-
praised every five (5) years following attainment of tenure.
Such appraisal shall be in accord with the principles de-
veloped for this type of appraisal and as further specified
below. It is not intended that employees undergoing tenure
appraisal will be required to prepare special lesson plans or
develop performance objectives as may be required under the
other forms of evaluation.

—29—
10-14-1 The appraisal for tenure employees shall begin with the assumption that said employee is competent and performing in a satisfactory manner. Such tenure appraisal shall comply with the instruments and conditions provided in Articles 10-14-1-1 and 10-14-1-2. Such appraisal shall be completed and filed with the Director of Personnel Services not later than May 15 of the school year.

10-14-1-1 The Association and the District shall each appoint three (3) members to a task force whose responsibility shall be the review of the current tenured teacher appraisal form.

10-14-1-2 Should the principal determine that a subsequent appraisal is necessary, such appraisal shall be conducted according to the following conditions:

   No second appraisal shall occur unless the principal or appropriate appraising supervisor has decided that the employee is in need of further appraisal. Such appraisal shall be a formal (DPS Policy 1311B) appraisal. Should it be determined that an employee is in need of subsequent formal appraisal, the process shall be invoked as provided in Article 10-15.

10-14-2 Any teacher may request a second tenure appraisal at any time.

10-15 Formal (DPS Policy 1311B) Appraisal—Non-Probationary

When the principal or appropriate supervisor determines employees are in need of formal appraisal, the affected employee shall be notified, in writing, that application is being made to the Director of Personnel Services to place the teacher (employee) on appraisal according to the principles of Article 10 and DPS Policy 1311B.

10-15-1 Authorization of such formal appraisal shall be first requested, in writing, through the Director of Personnel Services. Upon receipt of such written authorization, the formal appraisal process will be considered as operative and written notification to the employee shall immediately ensue.

10-15-2 Any employee so notified will be furnished, in writing, with documents indicating the specific areas where the appraiser has found existing deficiencies and to what extent the employee is deficient.

10-15-3 The appraisal procedures outlined in this Article shall be invoked only after a series of informal steps have been taken which are intended to make the employee aware of deficiencies and after assistance in overcoming these deficiencies has been provided. Informal proce-
dures shall, at a minimum, include such steps as:
1) Conferences regarding specific deficiencies.
2) Informal observations and related conferences.
3) Sample lessons and instructional techniques.
4) Informal notes summarizing conferences with specific suggestions for improvement.

10-15-3-1 Upon authorization for formal (DPS Policy 1311B) appraisal, the principal or appropriate supervisor shall provide the affected employee with a planned program for improvement. Such plan shall contain the broad areas to be appraised, specific suggestions for improvement, instruments to be used and notification of those who may assist in the appraisal. The employee shall be notified of the specific dates when appraisal reports are due in the office of the Director of Personnel Services. The employee shall be provided with written copies of the above-referenced document(s).

10-15-3-2 Principals and appropriate supervisors shall have the right to invoke formal appraisal at any time during the course of any school year provided that the conditions outlined in the informal procedures in Article 10-15-3 have been followed prior to such invocation.

10-15-3-3 The administrative right to invoke formal appraisal as provided in Article 10-15-3-2 shall follow a timeline intended to be finalized and submitted to the Director of Personnel Services not later than May 15 of each year.

10-15-3-4 In the event a principal determines that a subsequent appraisal is necessary for reason of uncorrected deficiencies, such appraisal shall follow the general principles hereinabove provided except that the informal procedures in Article 10-15-3 shall not apply. Such subsequent appraisal shall be finalized and submitted to the Director of Personnel Services not later than the end of the first semester of the same school year.

10-15-3-5 Upon administrative request for dismissal, the teacher may request, in writing, a conference with the appropriate Assistant Superintendent and Director of Personnel Services. The teacher may be accompanied by a representative of the Association who will act only as an observer.

10-15-3-6 Should dismissal proceedings be initiated as a consequence of the formal appraisal (DPS Policy 1311B), the provisions of “The Teacher Employment, Dismissal and Tenure Act of 1967” shall apply.
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 11-1d, the teacher shall be allowed a hearing before the 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 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.

i. A log will be kept in the Personnel Office which must be signed and dated by any person examining the file, except for central office personnel.

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.

11-3 Every five years the District shall eliminate derogatory material from active employees' personnel files so long as such material does not interfere with the safety, physical and moral well-being of children. The District shall have the responsibility to make the decision as to whether the material is germane and needs to be retained.

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.
ARTICLE 13 — Transfer
To Become Effective August 31, 1982

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 before any such change in assignment is 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 ethnicity, experience, general background and competence. Careful consideration will be given to each of the above when filling vacancies.

13-1-4 Transfer shall mean the change involving moves from one school to another. Reassignment to different grade levels, departments, instructional teams or other areas of instruction within a school shall not be considered a transfer. Teachers who desire a change in grade level, department or program within the school of their permanent assignment shall submit a written request to their principal or immediate supervisor on a standard form.

13-1-5 There shall be two classes of positions. Class I positions shall be those positions which are permanent. Class II positions shall be those which are temporary in nature. All vacancies in positions shall have the designation Class I or Class II.

13-2 Posting of Vacancies

13-2-1 Vacancies covered by this Article shall include teaching positions, counseling positions, teaching/coaching combination positions, and all other positions in schools included in the negotiating unit as defined in Article 3. Teaching/coaching combination positions shall be filled in accordance with Article 13-5-8.

13-2-2 Except during summer intermission, vacancies subject to posting shall exist within schools only if principals are unable to fill their current staffing needs with quali-
fied teachers who hold Class I positions on their faculties. Such positions must first be posted within each building prior to submission to the Director of Personnel Services.

13-2-3 The principal of each school shall report all confirmed vacancies to the Division of Education and the Department of Personnel Services within five (5) school days.

13-2-4 Vacancies occurring during the school year shall be declared Class II vacancies and shall be temporarily filled for the balance of the school year on a Class II vacancy basis. The Superintendent or the Superintendent's designee shall have such vacancies posted in the office of each school not later than May 15.

13-2-5 Vacancy lists published on May 15 shall include all confirmed vacancies. Vacancies filled by teachers on administrative transfer status shall be listed as "filled by administrative transfer". Vacancies affected by current legal requirements shall be properly designated. Positions carrying Class II vacancy designations shall be so indicated. Class I and Class II vacancies shall be filled according to the priorities listed in Article 13-2-6-1 a., 1 through 5.

13-2-5-1 Any Class I vacancy on the May 15 posting not bid upon or filled by active transfer requests by the last day of the school year may be permanently filled by new contract teachers.

13-2-5-2 Any Class I vacancy occurring after the May 15 posting through the end of the school year shall first be offered to teachers holding Class I positions within the building affected.

13-2-6 Any Class I vacancy occurring during the summer intermission shall be subject to the following procedures:

13-2-6-1 All vacancies occurring through July 15 shall be reported to the 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. Such vacancies may be permanently filled in the following priority order.
   1. Class I position teachers currently assigned to that school.
   2. Teachers administratively transferred from a Class I position the current school year due to the loss of enrollment may bid on vacancies in departments or grade levels in schools from which they were transferred.
3. Administrative transfers due to loss of enrollment.
4. Administrative transfers due to other reasons.
5. Voluntary transfers.
   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 that the principal’s interview will not be conducted.
   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 13-2-6-2.

13-2-6-2 All vacancies occurring during the period July 16 through the last day of the summer intermission and unfilled under the provisions of Article 13-2-6-1 shall be declared Class II vacancies and will be filled for up to one year in the following priority order:
   a. Remaining administrative transfers due to loss of enrollment.
   b. Administrative transfers due to other reasons.
   c. Newly hired contract teachers.
   d. Substitute teachers.

13-2-6-2-1 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 as provided in 13-2-6-2 above shall be administratively transferred before any regularly assigned teacher in that same subject area or grade level in that school is administratively transferred.

13-2-6-2-2 A Class I position teacher who is reduced due to loss of enrollment in September or at the end of each semester may choose to immediately accept a position held by a teacher assigned under Article 13-2-6-2 c (new contract teacher) or 13-2-6-2 d (substitute), if qualified. The teacher who has been assigned under 13-2-6-2 c will then become an administrative transfer. The displaced substitute will then return to the substitute teacher’s office for possible reassignment.

13-2-7 The Director of Personnel Services shall provide, on a monthly basis, to the Association a list of all teacher reassignments. Such list shall include reference to class of position and vacancy, schools, departments and grade levels affected.
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 Director of Personnel Services or designee.

13-3-1-1 Requests for voluntary transfers may be made from February 1 to May 1.

13-3-1-2 All current requests for transfer will be considered inactive at the end of each school year. Teachers may renew their requests for transfer after February 1 of each school year.

13-3-1-3 An employee may submit a transfer request form during the specified period provided in Article 13-3-1-1 above. Not more than one (1) transfer request form will be submitted during the period specified in Article 13-3-1-1 above. Such form shall name, in order of priority, not more than three (3) schools to which the employee wishes reassignment. The employee shall also specify the grade level(s)/subject area(s) of preference.

13-3-2 Teachers may also apply for any vacancy on the May 15 posting (13-2-5) and the July 15 posting as specified in 13-2-6.

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

13-4 Filling Vacancies

13-4-1 The official list of vacancies published May 15 shall be posted by the principal in the office of each school unit upon receipt.

13-4-2 All vacancies appearing on the list published May 15 shall be filled during the period May 26 through the last day of the second semester.

13-4-3 Vacancies which then occur as the result of granting voluntary and/or administrative transfers, and not filled by the last day of the school year, will appear on the July 15 posting.

13-4-4 Any remaining vacancies following the operation of Article 13-4-3 shall be declared Class II vacancies and will be temporarily filled and posted as provided for in Article 13-2-6-2.

13-4-5 Any teacher may volunteer to become an administrative transfer as defined under 13-2-6-2 b. Teachers choosing this option shall notify the principal in writing during the period February 1 through May 1. By choosing this option, teachers shall forfeit all rights to remain in
their current position and school. This request may not be withdrawn after May 1. Such a transfer, if granted, shall be effective only at the beginning of each school year and provided the teacher is not currently undergoing appraisal under the provisions of Denver Public Schools policy 1311B.

13-4-6 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

13-5-1 In situations requiring a comparison of relative qualifications or when 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 by the requirements of the accreditation standards of the Colorado Department of Education.

13-5-1-1 The Association and the District recognize that a court ordered plan may necessitate that some positions in special schools may require additional qualification criteria to be attached to them.

13-5-1-1-1 Posting of vacancies for special schools may include special qualifications as may be determined by the Director of Personnel Services after advisory consultation with the Association.

13-5-1-2 A contract teacher shall be afforded reasonable opportunities to meet, or agree to meet, the special qualifications within a specified time, before a new teacher from outside the District is hired to fill the position.

13-5-2 The Director of Personnel Services, or designee, shall consider the following in determining which applicant is best qualified:

a. Seniority in the District, by semester, including all approved leaves, except the General Leave.

b. Denver Public Schools contract teaching experience in the subject area, such experience to be counted as pre-school/early childhood through grade six, or grades seven through twelve.

c. Highest degree held.

d. Semester course hours earned after the Bachelor degree.

e. Semester course hours earned 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 course hours in their specialty area. For practical arts teachers, both practical arts and those vocational education semester course hours which are determined by the Director of Personnel Services to be directly related to the subject area. For counselors and other specialty area teachers not specified herein, those semester course hours directly related to the subject area as determined by the Director of Personnel Services.

f. 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, e and g of Articles 13-5-2 and 13-5-3.

g. A middle school or elementary interdisciplinary/instructional team's optional compatibility evaluation.

13-5-2.1 Except for criteria f. and g. above, the exclusive source of information relating to the above criteria shall be the Director of Personnel Services and the teacher's 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.

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. Two (2) points for each semester of full time employment as a contract teacher in the District including all approved leaves, except the General Leave.

b. Two (2) points for each semester of full time contract Denver teaching experience in the subject area as defined in Article 13-5-2 b.

c. For the single highest degree held only: Bachelor degree, 0 points; Masters degree, 30 points; Specialist degree, 60 points; Doctoral degree, 90 points.

d. One point for each semester hour of credit earned after the Bachelor degree.

e. One point for each semester hour of credit earned in the subject area as defined in Article 13-5-2 e.
f. Up to twenty-five (25) points for each applicant as determined by the principal's interview. Up to five points may be awarded in any combination of the categories specified on the approved form. Those categories include the following:

1. Nature of degrees held with respect to major and minor areas of study, thesis or dissertation
2. Qualifications in more than one teaching area
3. Areas of special qualification or experience
4. Participation in school activities
5. School related community activities
6. Other objective criteria identified by the principal as long as such criteria are brought to the attention of teachers in writing at the beginning of the interview and applied uniformly to all applicants.

g. Twenty-five (25) points will be awarded by middle school and elementary teams when the interdisciplinary/instructional team chooses to request and participate in an interview with the applicants for Class I vacancies on their instructional team. The principal may then take part as a member of the interviewing team. After the interview, twenty-five (25) points will be awarded to the applicant whose potential for team compatibility appears to be the greatest. No other applicants will receive any points. The principal will then incorporate the points awarded during the interview into the overall total awarded to the applicant.

13-5-3-1 When the subject area is not clearly apparent, as in the case of auxiliary personnel, the subject area shall be omitted or a mutually acceptable subject area shall be determined by the Association and the Director of Personnel Services.

13-5-3-2 In the event of a tie the principal will make the final decision.

13-5-4 Professional staff positions will be categorized as follows. Each position shall be considered to be a separate department in each school.

a. Regular Classroom.

b. Special Support Programs With Regular Instruction of Pupils:
   - Bilingual Resource
   - Cooperative Work Experience
   - Diagnostic
   - Instructional Media Specialist
IPCD
MR/SH
SIEBD
SLIC
TLC

Metro Youth Education Centers
Teachers on Special Assignment
Extension Centers
Juvenile Hall
Hold Youth
Integrated Arts
Program for Pupil Assistance
Secondary Reading Teachers
Full-time Elementary Music Teachers
Full-time Elementary Art Teachers
Vocational-Practical Arts Specialist

c. Professional Staff Providing Adjunctive Pupil Services:
   Nurses
   Counselors
   Social Workers
   Speech/Language Specialists
   Psychologists

d. Teachers Serving In Auxiliary Positions Without Regular Instruction Of Pupils:
   Student Advisors
   Student Activities Directors

e. Special Assignments Without Regular Instruction Of Pupils:
   Teachers On Special Assignment
   Teachers On Association Leave
   KRMA-TV

f. Teachers Serving In Administrative Support Positions:
   Teacher Assistants To The Principal
   Instructional Resource Teachers

13-5-4-1 Other positions not herein listed may be listed in the appropriate category as the District and the Association shall mutually agree.

13-5-5 Effective with this Agreement, teachers who have served or are now serving in positions other than regular classroom assignments shall receive subject area credit in both their special assignment area and in their previous subject area for experience prior to and including the 1981-1982 school year.

13-5-5-1 Teachers who continue to serve or who subsequently accept assignments listed under 13-5-4 b will continue to receive credit in both their subject area/grade
level as provided in Articles 13-5-2 b and 13-5-3 b and in their specialty area.

13-5-5-2 Professional staff listed who continue to serve or who subsequently accept assignments under 13-5-4 c shall receive credit in their specialized area only.

13-5-6 Beginning with the 1982-83 school year, teachers who choose to serve or continue to serve in positions listed under 13-5-4 d, e, and f will receive credit under 13-5-2 b and 13-5-3 b for both the special assignment and the last previous subject area, grade level or area of most experience for a period not to exceed three (3) years. If determination of the last previous subject area is in question, the teacher shall exercise personal option regarding the area of credit accrual.

13-5-7 At the end of the three (3) year period provided in Article 13-5-6, teachers who elect to continue in such 13-5-4 d, e, and f assignments will receive credit only in their special assignment.

13-5-8 In order to allow for teaching assignments and coaching assignments to be in the same senior high school, senior high principals may designate certain vacancies unfilled under Article 13-2-2 as teaching/coaching combination positions, subject to the following provisions:

13-5-8-1 A senior high school principal may post a maximum of two (2) teaching/coaching combination positions per school year.

13-5-8-2 Applicants must meet the criteria and qualifications for the coaching position as specified by the District's Department of Athletics.

13-5-8-3 If more than one teacher has applied for the same teaching/coaching combination position, the best qualified applicant shall be determined by using the relative qualification scores and provisions as specified in Article 13-5. The principal shall also award an applicant ten (10) points for every season the teacher has coached the posted sport in the District. Such additional points shall be used only for the purpose of filling the vacancy. The additional points shall be added to the subject area score, as in Articles 13-5-2 e and 13-5-3 e.

13-5-8-4 A teacher who accepts a teaching/coaching combination position will agree to serve as coach in the sport for a minimum of three full seasons. Should the teacher resign the coaching portion of the position or be nonrenewed in the coaching portion of the position before completion of three full seasons, the
teacher shall become an administrative transfer due to other reasons at the end of that school year, with no right to remain in the building as would otherwise exist under Article 13-2-2. This subarticle shall apply only to those teachers who have accepted a position posted as a teaching/coaching combination.

13-5-8-5 A teacher who applies for a teaching/coaching combination position shall agree to the provisions of Article 13-5-8 in writing before being considered for the position.

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 Articles 13-2 and 13-4.

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 such cases, the teacher with the lowest relative qualification score shall be transferred.
13-6-6-1 For purposes of staff reduction due to loss of enrollment, teachers serving in auxiliary positions shall be considered members only of the department named by the auxiliary position held. These positions shall include Student Advisor and Student Activities Director.

13-6-7 A regular contract teacher who has not held a Class I (permanent) position in the previous four semesters while being at all times eligible for a permanent position, shall receive first priority for placement into the next available permanent position for which qualified. This Article shall not apply if the teacher has twice previously declined a permanent position for which qualified. After an unassigned contract teacher has refused two (2) permanent assignments, the Director of Personnel Services or designee will assign that teacher to any permanent position for which qualified.

13-6-8 Any teacher who has been administratively transferred under the provisions of Article 13-5 and for whom no position exists, shall be temporarily placed in a pool of unassigned teachers. Such teachers shall be placed in a single school unit and shall, insofar as possible, be internally assigned only to instructional or tutorial assignments which are congruent with the teacher’s academic qualifications. It shall not be the intent of the Board to indiscriminately assign such teachers to administrative support functions or to day-to-day ancillary functions not directly tied to the enhancement of instruction.

13-6-9 When a teacher is required by the District to take courses for new assignment as a result of an administrative transfer, a new court ordered plan or conversion to middle schools, the Board shall pay the costs of such retraining or reimburse the teacher for reasonable expenses incurred for tuition, fees and materials.

13-6-10 Teachers being administratively transferred because of the closing of a school shall be placed in new and comparable assignments prior to the operation of Article 13-4 and according to the procedures of Article 13-5.

13-6-10-1 As soon as determination of attendance areas for students displaced by school closing has been made, new teacher positions required as a result of such changes in attendance areas shall be determined.

13-6-10-2 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
or special elementary subject area. Secondary teachers may bid on the subject area from which they were displaced. Bidding will be controlled by Article 13-5.

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 displaced, bidding to be controlled by Article 13-5.

c. After the operation of paragraphs (a) and (b) above, teachers still unassigned shall be considered for assignment as defined in Article 13-2-6-1 a. 3.

13-6-11 Vacancies occurring as a result of the opening of a school shall be subject to the following procedures:

13-6-11-1 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 schools being opened
b. First priority consideration for placement in other available vacancies as defined in Article 13-4-6 b.

13-6-11-2 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 13-6.

13-6-12 Transfer 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.

13-6-13 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 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.

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 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 Director of Personnel Services and their respective principals on the appropriate form.

13-8-1-6 All parties, teachers, principals and the 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 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 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 order to allow for an equitable sharing of summer school teaching assignments, the following procedures should be followed. In areas where there are more qualified applicants for summer school positions than positions available, a teacher who has taught summer school the previous summer shall be given preference for employment in the next summer session. A teacher who has taught two consecutive summer sessions shall not receive preference for the next two summer sessions immediately following the last session taught.

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, preference 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 for each job classification. A copy of the current salary schedule will be included in the manual.

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

15-2-1 From time to time during the course of each school year, the Director of Personnel Services shall have posted in the office of each school a request for teachers to submit letters of application to update the pool of applicants for administrative positions and special assignment positions covered under this Article.

15-2-2 Teachers who desire consideration for positions listed in Article 15-2-1 may submit an application, as appropriate, or a written letter of interest to the Director of Personnel Services.

15-2-3 The Director of Personnel Services shall acknowledge, in writing, the receipt of such application or letter of interest.

15-2-4 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 An emergency plan shall be developed in each school building for dealing with potential staff assaults by adults.

18-1-1 Building plans should include at least the following components:

a. All visitors be directed to the main entrance. Door signs directing visitors to the proper entrance be displayed on all outside doors.

b. Outside doors which are not customarily used or are difficult to supervise, are to remain locked.

c. All visitors must register in the main office. Visitor passes to be available and to be issued where appropriate.

d. All provisions of local ordinances and state statutes pertaining to loitering will be enforced by school officials as necessary.

e. Advisement to all staff members that intruders or demonstrators be subject to removal only by proper authorities.

f. Direction to staff members that good judgment be used in all situations involving "hostile" visitors. This involves calm behavior and the immediate reporting of incidents to proper school authorities.

g. Planned awareness that overt threats may come in the form of telephone calls, written notes, U.S. Mail, or by unexpected confrontations or visitations both on and off the school grounds and both within and outside the normal work day.

h. Establishment of clear reporting procedures and communications methods which are to be used.

18-1-2 A reporting/action system shall be developed.

18-1:2-1 In cases involving no imminent danger the plan shall include provisions for:
a. When a threat has been made, it is imperative that the affected staff member immediately report the incident to the proper administrator. A conference should then be held, without delay, for the purpose of determining the depth of the problem and seeking a reasonable course of action that is understood by all affected. Assuming that a threatening party is a patron of the school, a conference involving the adult along with the staff member and principal, should be scheduled immediately.

b. Agreement Article 34-4-2 be observed if occasioned by a potentially confrontive situation. The teacher has the primary responsibility to notify all parties.

c. Agreement that the affected staff member will not be required or expected to accept or return phone calls received from parties who have demonstrated prior abusive intent. Administrator will intervene.

d. Telephone calls received outside the work day that are abusive in nature be reported to the police and recorded by the affected staff member and administrator.

e. In situations where bodily harm is threatened, the police and central administration be notified without delay.

f. At the request of the staff member, the principal or other appropriate administrator implement a “buddy” system network to ensure the safety of any threatened staff member. Proper notification to necessary staff members to ensue.

18-1-2-2 When a threat is made and the situation indicates that there may be need for emergency action, the building plan shall include provisions for:

a. Immediate notification to administrative staff.

b. Immediate notification to the staff member affected with class or other coverage provided as deemed necessary.

c. Immediate alert to police that a potentially dangerous situation exists.
d. Advance provision for administrative intervention in the event a threatening party actually arrives in a school.

e. Advance provision for steering the party to the principal’s office for the purpose of a “cooling off” conference.

18-1-2-3 The plan for handling a threatening party who has actually entered the building without first having gone to the office shall include:

a. Advance provision that both office and professional staff be authorized to inquire about proper office registration and visitor’s pass.

b. Direction to staff that unrecognized visitors be reported to the principal.

c. In schools having P.A. systems, use of the system in alerting office and others that a problem situation has developed.

d. In schools with no P.A. system, use of the “red book” messenger system (red book or other pre-designated item which is carried by student(s) to the office.) This is seen as alerting both the principal and other nearby staff members to the fact that assistance is required.

18-1-3 At least one meeting per year of the entire building staff shall be held to acquaint ALL staff members (professional, clerical, paraprofessional, etc.) with the components and implementation processes of the building plan.

18-2 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.

18-3 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.

18-4 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 18-2 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.

18-5 Nothing in this article shall prejudice any action that the Board might otherwise take regarding the teacher's employment status.

18-6 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.

18-7 The principal or supervisor shall, upon request of an assaulted employee, contact the Director of Personnel Services to determine what legal action may be requested and to inform such employee of appropriate rights.

18-7-1 If the employee decides that legal action should be taken, the Director of Personnel Services will consult with the Denver Public Schools legal staff and give advice and counsel to the employee.

18-7-2 The Director of 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, Colorado Revised Statutes (CRS) 1973:22-33-104. Colorado school law also permits attendance until the age of twenty-one. CRS 1973:22-33-103.

19-1-3-1 There is no state law that prohibits the participation of a 15-year old high school student in any alternative program approved by Denver Public Schools.
19-1-3-2 A student who is consistently truant and hopelessly failing but remains in the area of school jurisdiction is a security problem and a negative example to others. If a 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 alternative education program. Alternative programs outside the jurisdiction of the Special Education Department must be available for students.

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

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.

19-1-5-1 A principal must be able to withdraw a student who 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 alternative 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.

19-1-6 Most discipline problems are caused by students who are not academically successful. Inservice training programs should be available as necessary to acquaint all teachers with the following:

A - Special methods of teaching the slow learner.
B - Uninvolved student.
C - Classroom management.
D - Confrontation-avoidance techniques should be organized for all faculty members. Whenever it is possible, the organization and resources for these sessions or programs should come from the building.

19-1-7 Peer pressure is the strongest influence affecting student behavior. The schools should 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 antisocial and antischool behavior.
19-1.8 The School District should 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.

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 educate our youth of their responsibility to follow accepted rules of conduct in the schools and the community.

c. 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 Reports of the Joint Discipline Code Committee and other reports which speak to recommendations regarding the Student Conduct And Discipline Code may be adopted by the Board of Education. Reports that are adopted will be printed and distributed to all teachers for appropriate ratification and implementation as parts of Agreement Article 19 and DPS Policy 1214B. Subsequent revision(s) may be made by the Board, as needed, in a similar fashion.

19-4 General Policies on Student Conduct and Discipline

19-4.1 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.

19-4.1.1 These policies and procedures are to be reviewed and discussed at the building level at the beginning of each school year. Periodic review will be done during the year and all new personnel are to be thoroughly informed after assignment to a school.

19-4.2 Rights of Certificated Personnel and Principals

a. Teachers may remove a disruptive student from the classroom to the principal or principal's designee
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 current 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. The use of the exclusion process must remain a viable alternative when dealing with the most severe discipline problems.

d. 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 the 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, instrument used, and a report of the punishment.

e. When engaged in their duties and responsibilities as teachers, teachers may use reasonable force as is necessary to maintain control, to protect themselves from an assault, or to prevent an assault upon other students.
19-4-3 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, a summary of action taken and recommendations made for improvement of student's conduct.

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 School's grounds or buildings without permission.

i. When a principal or the principal's designee deems a person to be in the vicinity of a school without apparent lawful business, the principal or the princi-
pal's designee shall advise the person(s) to leave the vicinity of the school. If the warning is not heeded, the principal or the principal's designee shall call the Denver Police Department and refer the matter to it for appropriate action. (CRS 18-9-109).

19-5 Specific Policies on Student Conduct and Discipline

19-5-1 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.

19-5-2 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.

19-5-3 Regular attendance is expected of all students. Unexcused absences, tardies and truancies may result in disciplinary action. Such disciplinary action should be related to the frequency and total number of such absences, tardies or truancies. Academic achievement is affected by pupil absence and may have adverse effects on grades and academic credit. Adequate records shall be kept by each teacher 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. 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.

1. 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 makeup work will be accepted by the teacher. If work is not made up, credit will not be given.

2. 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. If work is not made up, credit will not be given.

3. A truancy shall be absence without permission of the parent or school principal. After a truancy, the student will be admitted to class and make-up work may be accepted by the teacher. General circumstances of the truancy will impact greatly on the joint decision by the school principal and teachers as to whether or not they wish to allow truant students the opportunity to make up work. If work is not made up, credit will not be given. 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.

b. All provisions of sub-articles 19-5-3a 1-3, are incumbent upon the pupil to initiate with the teacher as to how make-up work is to be given.

19-5-4 Students shall not leave the school grounds during the school day without permission of the parent and school principal or designee. Students who leave without permission shall be considered truant.

19-5-5 Unapproved student organization activities are prohibited. No middle school 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.
19-5-6 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.

19-6 Policies on Extracurricular Activities
19-6-1 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.

19-6-2 All policies on student conduct and discipline shall apply to extracurricular activities.

19-6-3 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.

19-6-4 Specific written rules governing particular interschool activities such as forensics, should be developed jointly by school sponsors and representatives of the Superintendent.

19-6-5 All extracurricular activities are to be under the direct supervision of certificated personnel of the Denver Public Schools.

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

19-6-7 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.

19-6-8 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.

19-7 Rule Development in the School

19-7-1 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.

19-7-1-1 Individual building codes of student conduct and discipline shall contain provisions which speak directly to the handling of cases which involve violations listed in 19-5-1, A-G.

19-7-1-2 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.

19-7-2 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. Such rules shall be provided to the principal for review and approval.

19-7-3 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.

19-7-4 Rules should be kept to a minimum and reviewed at least annually, with revisions completed by May 1st. These rules should meet the minimum standards included in Articles 19-4 and 19-5.
19-8 Enforcement

19-8-1 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.

19-8-2 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.

19-8-3 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.

19-8-4 During the school year, and consistent with Article 7-1-4, certificated members of faculties will be provided in-service workshops in the interpretation and implementation of Article 19. If citywide, such workshops shall be planned through Professional Council and appropriate departments of the Division of Education.

19-8-5 At each level certain programs and procedures should be maintained.

a. At the elementary level the discipline process has been expanded and implemented to include:
   - a team approach
   - involvement of parents through conferences and instruction for parents.
   - the provisions for inschool suspension are recommended for all elementary schools; dependent, however, on size of schools and availability of facilities and staffs.

b. As an alternative to present suspension procedures, the P.A.S.S. (Positive Alternative to School Suspension) should be maintained.
c. The student advisor program should be maintained.
d. The District security aide program should be maintained.

19-8-6 It is intended that Board Of Education and School District rules are to be applied and enforced in a fair, consistent and equitable manner district-wide. It is the responsibility of the principal in cooperation with the School Building Committee to periodically review and evaluate the implementation of Article 19.

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, 1983, 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.

20-6-1 Effective January 1, 1983, the Board shall modify the current dental insurance coverage to include optional
orthodontic care. The additional premiums for those who choose to take the modified coverage will be shared between the employee and the Board. The carriers currently recognized by the Board shall continue or shall, at the option of the Board, be replaced by a carrier who shall offer comparable benefits at comparable cost.

20-7 Effective January 1, 1983, vision insurance shall be established for all employees covered by this Agreement. Costs of such insurance shall be paid by the Board. Cost of such insurance shall not exceed a yearly amount of more than $220,000 for all employees in the bargaining unit.

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 22-1-5, 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 eighteen 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 twenty (20) cents per mile for the use of their personal automobile, in accordance with Article 22-1-5.

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

ARTICLE 22 — Salaries and Retirement Benefits

22-1 Salaries

22-1-1 a. The salary schedule to become effective January 1, 1983, January 1, 1984, and January 1, 1985 will reflect a percentage increase each year over the previous year's salary schedule which is equal to the increase, if any, in the cost of living up to a maximum of six percent (6%) as determined by the previous July-to-

b. If, in any given year, the cost-of-living 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, exceeds six percent (6%), the Association may file a written request with the Board of Education on or before August 15, requesting that the Board approve the additional increase in the following year’s salaries up to the full increase in the cost-of-living for the previous July-to-July. If such request is filed with the Board of Education, the Board shall submit to the State School District Budget Review Board a request for an increase in the District’s authorized revenue base sufficient to fund the salary increase requested.

c. If the Budget Review Board fails to authorize all of the necessary authorized revenue base increase sufficient to fund the full cost-of-living increase, the Association shall be informed of such decision within five (5) days of notification to the School District from the Budget Review Board and within five (5) days thereafter, the Association may file a written request with the Board of Education requesting the Board submit to the registered electors of the District at a special election the question of whether the authorized revenue base of the District may be increased so that the District will implement the full cost-of-living increase. The written request by the Association to the Board of Education to call such a special election must be made to the Board on or before November 15. Upon receipt of such request the Board will call for a special referendum election.

22-1-2 In the event the Board deems the School District unable to pay the salary increase as required in Article 22-1-1, then the matter of such inability to pay may be submitted to fact finding in accordance with Article 5-7 of this Agreement. Any such determination of inability on the part of the Board shall be made immediately following the action of the School District Budget Review Board, if applicable.
Teacher's Salary Schedule Effective January 1 to December 31, 1982, (to be used for calculation of future increases granted January 1 of each year; see Article 22-1).

### 22-1-3-1 Teacher's Salary Schedule Index*

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*Teachers should consult the salary regulations posted in each school prior to beginning a program of advanced preparation.

### 22-1-4 Longevity Increment Dollar Amounts in effect January 1 to December 31, 1982. ($400.00 each increment.)

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**Active contract service with the Denver Public Schools.
22-1-4-1 Effective January 1, 1983, the Board agrees to increase the current longevity increments from four hundred dollars ($400) to six hundred dollars ($600). Such dollar increase shall follow the schedule now in effect for the awardance of career increments. This means that all teachers currently receiving longevity increments (those with fifteen (15) or more years of active service) will have two hundred dollars ($200) added to their annual salary beginning January 1, 1983. Subsequent longevity increments earned after January 1, 1983 will be six hundred dollars ($600).

22-1-5 Mileage Reimbursement

Changes in rates paid for mileage to teachers required to use their cars in their work have been increased in Article 21 to these new levels:

Article 21-1 $30.00 per month and eighteen cents per mile; Article 21-3 Twenty cents per mile.

22-2-1 Annuity Plan

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 prior to January 1, 1983. See j. below.

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 \(91,340 \times 1/190\), times the total number of sick leave days accumulated by the individual upon retirement but not to exceed 190 days.

h. The District will notify employees of their rights under the Annuity Plan in a timely manner.

i. The District will, beginning January 1, 1983, extend the time for enrollment in the Sick Leave Annuity Plan to sixty-five (65) years of age with the option of finishing the year of teaching in which they become sixty-five.

j. The District will, beginning January 1, 1983, establish a survivor benefit program for the DPS Sick Leave Annuity Plan.

k. 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.

l. Any written understanding or memorandum regarding the Annuity Plan shall become a part of the sick leave annuity portion of the Agreement.

22-2-2 Computation of Benefits

The parties agree that effective January 1, 1983 the method of calculating the retirement benefit will change from the current practice to a practice which provides for calculations to be based on the highest thirty-six of the past seventy-two months’ salary.

22-2-3 Equal Treatment Table

Amend the DPS Pension and Benefit Plan by adding the following:

“A single Equal Treatment table will be instituted to replace the separate male and female tables presently in use to determine benefits. Such changes are to be effective not later than January 1, 1983.”

22-2-4 Retirement Age

The age for voluntary retirement in the Denver Public Schools Pension and Benefit Plan is age 55.

22-2-5 Early Retirement Study

There shall be a retirement incentives committee of the Professional Council comprised of three (3) members appointed by the Association and three (3) members appointed by the District to further study early retirement incentive plans now in place in other Colorado school
districts. As a result of this study, the committee will prepare and present to the Superintendent and Board a plan designed to provide adequate incentives and demonstrated cost effectiveness. This plan shall be presented to the Board no later than October 1, 1983.

22-2-6 Implementation

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.

22-3 Salary Increase Modifications

22-3-1 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 and shall be reviewed by the Professional Council during the 1982-83 school year and thereafter, as may be mutually agreed by the Association and the Board. Recommended changes shall be submitted to the Class Size Committee for discussion and implementation.

22-3-2 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 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 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."

22-6 The District and the Association shall co-sponsor an annual, personal financial planning seminar for teachers, to be held outside of the regular school day. The purpose of the seminar shall be to inform teachers of methods and strategies for developing a long-range plan of financial management and investing. A joint committee of District and Association representatives shall plan the seminar and choose a private consulting firm to present it. The District shall provide space and materials.

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, illness of an immediate family member, or for the death of family members or friends. 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, 20-6, and 20-7.

23-7 Upon retirement any sick leave in excess of 190 days (Annuity Plan) will be credited to the employee at the rate of 80% of 1/190th of the employee's current annual salary for each day over 190.

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. Such time necessary for this type of legal proceeding shall be granted in units of full days or half days.

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 Director of 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.

24-6 The Association shall be limited to three hundred (300) full days per year for conducting business and/or joint DPS-DCTA projects and committee assignments. These days include the time necessary for delegate attendance at the annual CEA State Delegate Assembly.

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 extends beyond accumulated sick leave allowable will be granted a leave of absence of up to one (1) year without pay or increment, and such leave may be extended for one (1) year.

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 ($\frac{1}{2}$) 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.

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.

25-12-1 Upon return, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had not been on leave.

25-12-2 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 providing they return from leave at the beginning of the first or second semester.

25-12-3 The District and the Association agree that the District will make every effort to ensure that all Denver Public School vocational reimbursable programs will be taught by vocationally credentialed teachers in accordance with current state regulations.

25-13 General Leaves
General leave of absence for reasons other than study, health or travel may be granted to a certificated teacher, as defined in Article 1-1, without pay, increment, or benefits when such employee identifies circumstances which may require an extended absence from the Denver Public Schools.

25-13-1 A teacher must have completed at least three continuous years of active full time service in the Denver Public schools just prior to the request for leave or have attained tenure status. A reasonable condition for extended leave not covered by other leave of absence provisions must be stated.

25-13-2 Applications for general leave of absence must be filed in the Department of Personnel Services not later than November 1 or April 1 preceding the semester of the school year for which the leave is requested, except in case of extreme emergency.

a. General leave of absence will be for one semester or one year. Return from such leave can be only at the beginning of a semester. A general leave of absence
may be extended for one year at a time without pay or increment for up to five years.
b. Every effort will be made to return an employee to a comparable position upon return from a general leave of absence.
c. Time spent on a general leave of absence will not be accredited for seniority purposes.
d. Employee benefits will not continue during the period of leave.

25-14 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, or when the general leave is being used, no combination of leaves of absence shall exceed two consecutive full years.
d. Teachers shall continue to accrue seniority in the District while on approved leaves, except that seniority shall not accrue while a teacher is on general leave.

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, provided 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 attempt will be made to return them to their vacated assignment. Such vacated positions will be posted as one (1) semester only or one (1) year only.

26-6 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 of the Association, four (4) members of the Executive Committee of the Association, and one (1) member to be appointed for one year by the Board of Directors and ratified by the Representative Council; the Deputy Superintendent, Division of Education, and/or a designee, 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 Director of Personnel Services on this effort.

27-3-8 Monthly meetings shall be for one full day to begin at a mutually agreed upon time.

27-3-9 The District agrees to assign a person for up to a half-time position to work for the Professional Council under the direction of the Deputy Superintendent, Division of Education.

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 will be developed for consideration and appropriate action by the Administration and/or the Board:

(see appendix)

a. Advisement on the elementary level
b. Advisement on the secondary level
c. DPS programs review
d. DPS substitute teacher program
e. Early retirement incentives
f. Middle schools operation
g. Non-English speaking student orientation
h. Specialized services appraisal and postings
i. Stress related problems
j. Tax sheltered annuity evaluation
k. Teacher Assistant to Principal
l. Teacher inservices
m. Teacher on Special Assignment
n. Type C instructors and dental hygienists—Association membership

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 Retirement Board
c. Article 7-1-4: City-wide inservice training plans
d. Article 7-3-3: City-wide opening day activities
c. Article 7-9: Class size, flexible scheduling, maximum teaching load
f. Article 7-9-2-2: K-3 class size
g. Article 7-13-2: Class size relief
h. Article 7-14: Early dismissal day guidelines
i. Article 9-3: Use of teacher aides
j. Article 12-3: Instructional materials
k. Article 19-3-1: Student discipline and conduct
l. Article 19-8-4: City-wide workshops on discipline
m. Article 22-2-6: Early retirement incentives committee
n. Article 22-3-1: Class size program guidelines
o. Article 22-6: Financial Planning Seminar
p. Article 33-1: DPS substitute teacher program
p. Article 39-14: Reduction in force mil election

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, one (1) designated supervisor from the Department of Special Education, three (3) principals ap-
pointed by the Board, and five (5) special education members to be appointed by the Association.

27-7-1 The Special Education Committee shall meet at least once a month during the school year to consider special education concerns of both special education teachers and regular education teachers.

27-7-2 The committee shall report at least annually to the Professional Council.

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

27-8 Counselors Committee

Effective with this Agreement, there will be a Counselors Committee of the Professional Council consisting of the Director for Counseling Services, three (3) secondary or middle school principals appointed by the Board, and three (3) full-time, endorsed counselors appointed by the Association.

27-8-1 The committee shall report at least annually to the Professional Council.

27-8-2 It shall be the responsibility of the Committee to review District practices and make recommendations regarding general problems related to the counseling role.

27-8-3 In addition to the general charges directed by the Professional Council, specific charges shall include, but not be limited to, the following:

a. Clarify the duties and responsibilities of counselors at both the middle school and senior high school levels.

b. Make recommendations as to staffing and schedule requirements which will provide equity in counseling programs.

c. Identify the unique concerns of middle school counselors and make recommendations intended to strengthen the counseling program.

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, which may include specialized services personnel.

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 the 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 Grievance 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.

28-3-12 Annually, the School Building Committee, with the approval of the principal, will determine if released time from supervisory or noninstructional contact duties for the School Building Committee chairperson is necessary.

28-3-12-1 If such released time is determined to be necessary, the chairperson of the School Building Committee will not be assigned to any supervisory or noninstructional contact duties other than those generally associated with the management of the teacher's own classroom group(s).

28-3-12-2 In cases of emergency or unusual circumstances, the School Building Committee chairperson released from such duties may be called upon to assist with supervisory or noninstructional contact duties as might normally have been assigned.

28-3-12-3 It is not the intent of this article to prevent any teacher from serving as department chairperson, from serving on committees, or from accepting the responsibility of sponsoring any clubs or extracurricular activities.

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 7-1.3-2 Agendas for principal's one hour meetings
b. Article 7-1.4 Inservice training consultation
c. Article 7-3 Building meetings and evening meetings
d. Article 7-5.1 Shortened faculty lunch periods
e. Article 7-9.6 Teacher aide consultation
f. Article 7-14 Early dismissal day planning
g. Article 7-19 Procedures for patron access to schools
h. Article 9-5 Department chairperson considerations
i. Article 19-7 Discipline rule development
j. Article 19-8.6 Article 19 review and evaluation
k. Article 8-1.9-7 Supervisory pay considerations
l. Article 44 School Improvement and Accountability Councils

28-5.2 With respect to inservice training as provided in Article 7-1, School Building Committees shall have advisory re-
sponsibilities 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 to the treasurer of the Association, an amount equal to one-twelth (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 1 through June 15 of each school year. Only revocation forms as issued by the Association office will be honored by the District.

31-3 Beginning and after September 1, 1982, the District shall withhold from the salary of all employees in the bargaining unit represented by DCTA an amount equal to the dues of the United Teaching Profession (DCTA/CEA/NEA). The amount of money to be withheld and transmitted to the Association shall be an amount equal to the total dues of the UTP prorated on a monthly basis in accordance with Article 31. The following conditions for such withholding shall be in effect:
31-3-1 Regular membership dues deductions will be made for every teacher who is a member in good standing in accordance with Article 31. Non-member teachers wishing not to pay the representation fee described above may so indicate by obtaining a revocation form provided by the DCTA. Revocations forms can be obtained only on request, in person, at the DCTA office or other sites designated by the DCTA and no other forms or letters will be honored by the District.

31-3-2 Such revocation shall be for one membership year at a time and may be done each year during the period September 1 to September 15.

31-3-3 Not later than September 16, DCTA will hand deliver those revocation forms to Denver Public Schools Payroll Department.

31-3-4 The Association agrees that the Board and District will be saved harmless in any action arising from compliance with this Article.

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

33-1-1 A joint committee of the Professional Council shall be formed to review and make recommendations as to the DPS Substitute Teacher Program.

33-1-2 A written procedure shall be prepared by the committee that deals with conferences, number of people who can attend a conference, and the procedure for selection to the conference.

33-1-3 All teachers shall be surveyed as to possible solution to the substitute teacher shortage problem and to give lists of possible candidates to serve as substitutes.

33-1-4 All retired teachers from DPS will be contacted and given first preference to substitute, if available. Retired teachers from surrounding districts will be contacted for possible substituting in the DPS.

33-1-5 Teachers who are long term substitutes in the DPS and are given favorable evaluations will be informed they will be given opportunity to available contract positions in the DPS.

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 14: Summer School and Evening School (Articles 14-1-5 and 14-2-5 only).
g. Article 16: Teacher Facilities.
h. Article 17: Personal Injury.
i. Article 18: Teacher Protection From Assaults.
j. Article 19: Student Conduct and Discipline.
k. Article 20-3: Liability.
l. Article 22: Salaries as provided in Schedule 1, S-1-4.
m. Article 23: Sick leave as in Article 23-4.
n. Article 31: Dues Deduction.
o. Article 33: Substitute Teachers and Teachers on Non-Renewable Contracts.
p. Article 34: Professional Behavior.
q. Article 35: Academic Freedom.
r. Article 36: Controversial Issues.
s. Article 45: middle schools.

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).
b. A teacher who teaches as a long term substitute continuously for the second semester of a school year will be placed on step two (2) of the salary schedule if appointed the following September.
c. A teacher who teaches as a long term substitute the first semester of a school year and is appointed in January will not be placed on step two (2) until the following September.

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.

33-3-2 Teachers who have completed 1 to 3 years of successful teaching experience as nonrenewable contract teachers in the Denver Public Schools should be given first opportunity for regular contracts as they become available, provided they are qualified for the positions.

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 for all personnel represented by the Association.

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 Schools 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 The Board shall continue its policy as provided in Article 2-1, (nondiscrimination) except that this provision shall not be construed to prevent the implementation of the Affirmative Action principles embodied in this Article.

39-2 If the Board anticipates a reduction in staff it shall, prior to formal action, commission the Director of Personnel Services to consult with representatives of the Association for the purpose of relevant discussion. During such discussions the Director of Personnel Services will provide information relative to the number, kind, and reason for anticipated staff reductions.

   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.
39-3 Upon final decision that a reduction in force will occur, the Board shall provide the Association with data relative to the status of each bargaining unit employee to be affected. Such data shall include the name, certification and endorsement information, and District seniority status of the employee.

39-4 In the event it becomes necessary to reduce the number of professional staff positions through cancellation of employment contracts in a given subject area, field, or program, the Board shall determine the order of cancellation of employment contracts which may be made only at the end of each semester and in accordance with the provisions of this Article and the Colorado Revised Statutes. The Board shall provide thirty (30) days written notification to the teachers affected.

39-5 Upon the written request of the staff member identified for reduction, the Administration shall investigate all possible assignments for which the staff member is certified and endorsed as provided in Article 13-5 and for which District seniority entitles said member to be reassigned. If District seniority, certification and endorsement are in accord, the staff member shall be reassigned to another position for which qualified.

39-6 All staff members subject to cancellation of employment contract shall not lose their prorated fringe benefits or salary afforded them under this Agreement. Neither shall other individual or supplemental employment opportunities or contracts be denied or negated.

39-7 Any staff member on cancellation of employment contract status shall be recalled in inverse order of cancellation of employment contract provided said member is certified and endorsed for the vacancy. Should such recalled employee not accept the assignment offered within ten calendar days of the postmark date of the recall notice the position shall be offered to the next most senior employee who is certified, endorsed or qualified for the vacant position.

39-8 No new staff members shall be employed by the Board so long as there remain employees of the District whose contracts have been cancelled unless those employees do not have the proper certification, endorsement and qualifications to fill vacancies which may occur.

39-8-1 The terms "certified" and "endorsed" shall be defined in accordance with the Colorado Department of Education and the North Central Association of Colleges and Schools.

39-9 The Board shall give written notice of recall from cancellation of employment contract by sending a registered or certified letter to said staff member at the last known permanent
address as soon as practicable. It shall be the responsibility of 
each staff member to notify the Board of any change in 
address. The liability of the District to recall employees whose 
employment contracts have been cancelled shall terminate if 
the employee does not accept reemployment.

39-10 The cancellation of contract due to reduction in force shall 
be considered an approved leave of absence without pay and 
will not affect any benefits previously earned and accrued 
prior to the layoff. When reemployed, all accrued benefits 
including tenure credits shall be restored. The member will 
be placed on the salary schedule as though employment had 
not been interrupted, except that the General Leave shall 
not apply. Any employee whose employment contract has 
been cancelled and who subsequently chooses to voluntarily 
terminate all service and connection with the District shall, 
by such voluntary termination action, forfeit all rights to 
recall and benefits described herein.

39-11 Reductions in Personnel

39-11-1 Cancellation of an employment contract shall be defined 
as a necessary reduction in the work force due to de­ 
creased student enrollment, shortage of revenue, or as 
otherwise provided in Colorado Revised Statutes 
22-63-112(3).

39-11-2 Seniority shall be defined as the total number of years/ 
months/days of active District service in a professional 
staff position beginning with the original date of em­ 
ployment, including all approved leaves, except that 
General Leave shall not apply. All previous long-term 
substitute service which is recognized for contract salary 
purposes and which preceded first awardance of a full­ 
time contract shall also be recognized for purposes of 
seniority.

39-11-3 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.

If seniority is equal, the tie shall be eliminated using 
the following in descending order. The tie shall be 
broken at the point one staff member shall prevail:

a. The date of the original contract in a professional 
staff capacity, as defined in Article 39-11-2.

b. Most full-time Denver Public School contract experi­ 
ence in the subject area or program to be reduced.
c. Most semester course hours in the subject area or program to be reduced.

d. Highest degree held.

39-12 Whenever possible, and in keeping with court ordered Affirmative Action programs, seniority shall be used for all staff reduction.

39-13 Should transfer of retained staff members be necessitated as a result of employment contract cancellation, the provisions of Article 13 shall apply.

39-14 If reductions are to be made the Professional Council will make a study and recommendation concerning a possible mil election to provide necessary funds if allowed by law.

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/language specialists 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.

ARTICLE 43 — Job Sharing

43-1 Job Sharing—General Principles

43-1-1 Entry into the program shall be voluntary and at the request of the teacher.

43-1-2 Only full-time tenured teachers who are not undergoing the formal appraisal provided for in Article 10 will be considered for known vacancies.

43-1-3 Participation shall be limited to fifty (50) teachers.

43-1-4 Each Job Sharing arrangement shall be for one school year and the teacher may request to continue in the program following approved procedures.
43-1-5 If a teacher elects to return to full-time teaching, or if the position is dissolved, the teacher will be considered an administrative transfer due to other reasons as in Article 13-2-6.

43-1-6 If a grade level or department which includes a Job Sharing position must be reduced, the Job Sharing teachers shall be reduced first. Teachers involved in the Job Sharing position shall have the right to bid on any vacancies in that building as in Article 13-2-2.

43-1-7 For purposes of seniority accrual, as identified in other appropriate Articles of this Agreement, each Job Sharing teacher will be credited with one-half year of service for each year spent in Job Sharing.

43-1-8 The Board of Education will pay one-half of the premiums for dental and health insurance afforded full-time employees.

43-1-9 Job Sharing teachers shall receive one-half of the salary afforded full-time employees under the current indexed salary schedule and one-half of the current sick leave and personal leave entitlement.

43-1-10 In accordance with Article 24 of the Agreement, temporary leave shall be granted at one-half the rate afforded full-time employees.

43-1-11 Where possible and by mutual agreement, the participants will serve as substitutes for one another when necessary at the established per diem substitute rate.

43-1-12 Job Sharing teachers shall be guaranteed all rights under this Agreement, except that for those teachers who choose to teach on a one-half day basis Articles 7-5, 7-6 and 7-7 may not apply.

43-2 Procedures to be followed in initiating a Job Sharing agreement:

43-2-1 Interested teachers shall develop a proposal describing how they would share a job. Such proposals may include, but may not be limited to, one of the following schedules:
   a. A.M. or P.M. assignments for 4 hours each day
   b. Six-week, or grading period, alternating teaching schedules
   c. Alternating semesters
   d. Alternating days

43-2-2 The proposal shall include:

43-2-2-1 Verification that the classroom philosophy of the teachers involved is mutually acceptable and consistent.
43-2-2-2 Assurance that individual curricular strengths and interests of the participants are being used adequately.

43-2-2-3 A general plan which explains tasks, schedules and curriculum program.

43-2-2-4 A plan for establishing a reliable way of communicating with each other, students, staff and parents.

43-2-2-5 Other modes of assignment may also be considered.

43-2-3 The teacher will complete the application and submit it to the Director of Personnel Services. After a common interview with both teachers and the principal, a recommendation will be made from the Department of Personnel Services to grant or deny the application.

ARTICLE 44 — School Improvement and Accountability Council

44-1 The Board and Association recognize the value and importance of the School Improvement and Accountability Council. It is further recognized that the functions of the Councils will be enhanced by a clear understanding of their function and a minimization of any threat which may be perceived by teachers. Therefore, the following provisions will serve as minimum guarantees to govern the interaction among the building employees, the building administration and the School Improvement and Accountability Council.

44-2 To the greatest extent possible, the functions and activities of the School Improvement and Accountability Council shall be made the subject of discussion for, and brought to the awareness of, the School Building Committee. Where feasible the School Building Committee should have a representative on the School Improvement and Accountability Council.

44-3 Monitoring of teacher activities shall take place through the negotiated channels and procedures available to principals.

44-4 The performance appraisal of employees is a function of the administration based on the authority of the Board. The accountability process and Councils will not conflict with provisions of the Agreement nor use non-District personnel to monitor individual employees.

44-5 Actions affecting the employment status of employees will be initiated and pursued in the manner prescribed by the appropriate Articles in the Agreement. (See Articles 10-13-34-35-37-38-39.)
Lesson plans, unit plans, or other appraisable activities shall not be required beyond those called for in Article 9-6 of this Agreement.

ARTICLE 45 — Middle Schools

45-1 Definitions

45-1-1 The term "interdisciplinary team" as used in this Agreement shall refer to those teachers assigned to a team from the academic areas which include, but are not limited to, mathematics, social studies, science, and language arts.

45-1-2 The term "exploratory team" as used in this Agreement shall refer to those teachers in the expressive and practical arts who share the same group of students. The terms "exploratory" and/or "elective teachers" will refer to those middle school teachers who are not assigned to interdisciplinary teams.

45-1-3 The term "home base unit" as used in this Agreement shall refer to a core group of students who share the same interdisciplinary team of teachers.

45-1-4 The term "middle school" as used in this Agreement shall refer to the school established for the seventh and eighth grades which is designed to meet the needs of early adolescent students and to serve for them as a transitional period between elementary school and high school.

45-2 Early Dismissal Days

45-2-1 In order to help implement the conversion to middle schools and four-year high schools, the District shall provide to all junior and senior high schools one (1) early dismissal day in either May or June of 1982. The scheduling of the early dismissal day for May or June of 1982 will depend on the ratification of the Agreement between the Association and the District and whether or not staff determinations for the 1982-83 school year will be made prior to the closing of school for 1981-82.

45-2-2 The first three days of the 1982-83 school year shall be devoted to planning. Two of the three (3) days shall be early dismissal days for students. These early dismissal days shall be in addition to those days otherwise provided for in the Agreement.
45-3 Interdisciplinary Team Formation

45-3-1 The principal and School Building Committee shall jointly develop a specific, written procedure for assigning teachers to interdisciplinary teams. Such procedure shall be subject to the approval of the principal and shall include a teacher preference form.

45-3-2 This procedure enables the principal to consider at least teacher preparation, experience, expertise and interpersonal compatibilities when making interdisciplinary team assignments. Article 8-5-1 shall not apply as interdisciplinary teams are formed by the principal.

45-3-3 When interdisciplinary team vacancies occur, teachers will have the opportunity to bid for them according to the provisions of Article 8-5-1.

45-3-4 Middle school interdisciplinary teams should be provided the opportunity, if they mutually agree, to remain intact as a team from one school year to the next, unless unusual conditions or circumstances should prevail.

45-4 Teacher Qualifications

45-4-1 Middle school teachers shall be assigned to teach in accordance with state laws and regulations.

45-5 Teacher Schedules

45-5-1 In middle schools, a class assignment beyond the accepted and desirable formal teaching load of two hundred twenty-five (225) minutes may be scheduled with the concurrence of the involved teacher.

45-5-2 The District will make every effort to reduce nonteaching duties for all middle school teachers.

45-5-3 The entire middle school faculty lunch period may be shortened by mutual agreement of the principal and the School Building Committee to accommodate school schedules having varying blocks of time. Such shortened lunch periods shall be compensated for by an equivalent early dismissal time.

45-5-4 Middle school team leaders will assist in determining the assignment of classes to members of their teams or home base units after the master schedule has been constructed. Middle school team leaders will submit a preliminary class assignment schedule to members of their team for their information and suggestions. Information and materials should be given and suggestions made at regularly scheduled middle school team meetings.
45-6 Planning Periods

45-6-1 Middle school teachers shall have an individual planning period each day, equal in time to the length of that school's scheduled elective periods except when emergencies or unusual scheduling circumstances, such as advisement, special interest or intramurals, make it necessary to alter the schedule. Each regularly scheduled planning period shall be for approximately forty minutes.

45-6-2 Interdisciplinary team teachers in middle schools shall have an amount of time equal to one-half of that school's elective period that day for the express purpose of team planning. Such team planning time shall be in addition to individual planning periods for middle school teachers. It is understood that team planning time shall not necessitate an extension of the school day.

45-6-3 Where possible, each middle school interdisciplinary team leader will be provided additional time during the school day for the express purpose of fulfilling the duties of team leader. If additional time is provided, such time shall be in lieu of an assigned supervision responsibility.

45-7 Adequate Materials

45-7-1 The District will make every effort to provide adequate and relevant up-to-date materials for middle school teachers to meet instructional and curriculum requirements.

45-8 Staffing of Middle Schools

45-8-1 The District agrees to make every effort to maintain the Student Advisor Program in the middle school. Teachers will be able to receive administrative assistance with special discipline problems. There will be a central office provision in each school for the handling of students exhibiting disruptive behavior.

45-8-2 The District will make every reasonable effort to staff each middle school with one (1) full-time certificated counselor for the equivalent of each two (2) full home base units within the school. The District will make every effort to provide additional counseling assignments as needed.

45-8-3 The District agrees to make every effort to provide for continuity of the music program in the middle school.
Where possible, instrumental music teachers shall be used to teach guitar classes in the middle school.

45-8-4 The District agrees to make every effort to staff each middle school IMC with a full-time person who holds a Master's degree in either Library Science or Instructional Media.

45-9 Team Leader Considerations

45-9-1 Middle school team leaders shall be elected or chosen by each middle school team subject to the approval of the principal. It is strongly suggested that each team member shall have an opportunity to serve as team leader during the school year. Middle school teams, with the concurrence of the principal, shall decide on the appointment and length of service of the team leader.

45-9-2 Middle school department chairpersons and/or team leaders will be informed of budgetary allotments for their elective areas and/or interdisciplinary teams in the areas of instructional material and equipment. They will be called upon to assist in the allocation of these funds.

45-9-3 Middle school interdisciplinary teams and/or interdisciplinary team leaders shall meet at the beginning of each school year, and at other times throughout the year as may be necessary, to discuss interteam relationships, interteam responsibilities and school expectations for their specific interdisciplinary teams.
SCHEDULE I

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

The amounts in S-1-1 through S-1-6 will change effective January 1 of 1983, 1984, and 1985 as the salary schedule is modified through the operation of Article 22-1, Salaries (cost-of-living adjustments).

S-1-1 Curriculum development assignments

Effective January 1, 1982 ......................... $15.25 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 (7\(\frac{1}{4}\)) in a contract teacher's day.

S-1-2 Summer and Evening school teaching

Effective January 1, 1982 ......................... $15.25 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 (7\(\frac{1}{4}\)) in a contract teacher's day.

S-1-3 Inservice Education

Effective January 1, 1982 ......................... $9.90 per hour

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

S-1-4 Long term substitute teachers

Effective January 1, 1982 ......................... $71.95 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, 1982 ......................... $15.25 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 (7\(\frac{1}{4}\)) in a contract teacher's day.

S-1-6 Extracurricular activities

Athletic coaches and band, dramatics, forensics, dance, instrumental, vocal, and choir directors receive their regular salaries as teachers plus an extra stipend for extra activities.*
**TABLE 1**

*Effective January 1, 1982*

<table>
<thead>
<tr>
<th>Activity -</th>
<th>Index</th>
<th>Activity Salary</th>
<th>Salary per Month</th>
</tr>
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<tbody>
<tr>
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<td>$205.10</td>
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<tr>
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<td>Assistant volleyball coach</td>
<td>0.70</td>
<td>957.25</td>
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</tbody>
</table>

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

— 111 —
TABLE 2*

Effective January 1, 1983

To compute the activity salary, divide the beginning Baccalaureate salary (A.B., step one) by 10, then multiply by the index number of the particular activity. To compute the salary per month, divide the activity salary by either 3 or 9, as is specified below at the asterisk.

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<th>New Index</th>
<th>Activity Salary</th>
<th>Salary per Month</th>
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<tr>
<td>senior high</td>
<td>1.60</td>
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<td>Choir director —</td>
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<tr>
<td>senior high</td>
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<td>senior high</td>
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<td>Assistant volleyball coach</td>
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</tbody>
</table>

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

§1-6-1 The parties further agree that hereafter the DPS Coaches Association shall name one representative to the District Athletic Board of Control; such representative is to be a voting member of said Board.
Middle School 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. Middle school Dramatics Directors with a maximum of $150 per play and a maximum of $300 per year.

b. Middle school Forensics Directors with a maximum of $60 per meet and a maximum of $360 per year.

c. Middle school Vocal Directors with a maximum of $150 per concert or performance and a maximum of $450 per year.

d. Elementary and middle school Instrumental Directors with a maximum of $150 per concert or performance and a maximum of $450 per year.

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.

Secondary school after school supervision
After school supervision of dances, plays, etc., should be compensated at the rate of ten dollars for afternoon events and twenty dollars for evening events. A higher rate of pay may be agreed upon if needed.

The total appropriation will be $40,000 for all senior high and $20,000 for all middle schools, making a grand total of $60,000 per year.

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.

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.

No teacher shall be required to supervise activities outside the normal school day.

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.

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 activities similar to those in the secondary and middle schools. Funding, to be placed in the Denver Public Schools budget for each school, shall be according to the following:

a. Elementary Instrumental Directors shall receive the amounts designated in Article S-1-7 d per concert. Such amount shall, when paid, be charged to the DPS account provided for this purpose and shall not be charged to individual schools.

b. Elementary Vocal Directors shall be compensated at the rate of $50.00 per concert or performance not to exceed a maximum of $100.00 per year. Such compensation is to be paid from the established elementary after-school supervision account as provided below.

c. Schools with twenty (20) or fewer teachers shall receive $350.00 per year.

d. Schools with more than twenty (20) teachers but fewer than forty-one (41) shall receive $450.00 per year.

e. Schools with more than forty (40) teachers shall receive $550.00 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 fifteen (15) 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.

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 1982-1985 Agreement. The following charges will be a part of the total charge to each Professional Council subcommittee:

ADVISEMENT

There shall be two standing advisement committees of the Professional Council, one to deal with the elementary level and one to deal with the secondary level including middle schools. Each committee shall consist of two (2) administrators appointed by the Board, and two (2) teachers appointed by the Association.

1. Each committee shall report at least annually to the Professional Council.

2. The responsibilities of each committee shall include:
   a. Reviewing District practices regarding advisement programs it deemed necessary.
   b. Making recommendations regarding general practices relating to advisement programs.

3. The Professional Council may periodically charge the committees with other special concerns.
DPS PROGRAM REVIEW

1. A permanent sub-committee of the Professional Council shall be established for the purpose of reviewing and evaluating DPS programs.

2. The committee shall be charged with making recommendations to the Professional Council as to the continuation of those programs subject to review.

3. Programs for review by the committee shall be determined by the Professional Council and it shall be the responsibility of the sub-committee to evaluate those programs every three years.

4. Committee recommendations shall be accepted or rejected by the Professional Council. If rejected, no further action is needed. If the recommendations are accepted, those recommendations shall be transmitted for consideration by the appropriate administrative department or division.

SUBSTITUTE TEACHER PROGRAM

1. A joint committee of the Professional Council shall be formed to review and make recommendations as to the DPS substitute teacher program.

2. A written procedure shall be prepared by the committee that deals with conferences, number of people who can attend a conference, and the procedure for selection to the conference.

EARLY RETIREMENT INCENTIVES

There shall be a retirement incentives committee of the Professional Council comprised of three (3) members appointed by the Association and three (3) members appointed by the District to further study early retirement incentive plans now in place in other Colorado school districts. As a result of this study, the committee will prepare and present to the Superintendent and Board a plan designed to provide adequate incentives and demonstrated cost effectiveness. This Plan shall be presented to the Board no later than October 1, 1983.

MIDDLE SCHOOLS OPERATION

A joint committee of the Professional Council shall be established for middle schools for the duration of this Agreement. The committee shall be composed of an equal number of teachers and administrators, appointed by the Association and the Superintendent respectively. The Committee will meet monthly to discuss concerns and problems relating to the operation of the middle schools and will develop recommendations for consideration and action by the District and/or Board.
NON-ENGLISH SPEAKING STUDENT ORIENTATION

A joint committee of the Professional Council shall be formed to study the problems associated with the orientation of non-English speaking students entering the Denver Public Schools. Recommendations shall be made concerning, but not limited to, the following:

1. Establishment of a basic orientation center for such students, including:
   a. General school orientation
   b. Intensive English language preparation
   c. Cultural orientation

2. Minimum standards of achievement before regular school assignment and/or dismissal from the Basic Orientation Center.

Such recommendations shall be in accordance with Article 2-6.

SPECIALIZED SERVICES APPRAISALS AND POSTINGS

A Professional Council subcommittee shall be formed to develop and recommend contractually appropriate procedures for posting positions and conducting appraisal within the following groups: Nurses, Speech/Language Specialists, Psychologists, Social Workers. The committee shall consist of three (3) members appointed by the Association and three (3) administrators, to include the Director of Personnel Services.

STRESS RELATED PROBLEMS

A Professional Council subcommittee composed of three (3) teachers and three (3) administrators shall be formed for the purpose of studying and making recommendations on possible means of providing help for teachers suffering from stress and/or stress related problems. The Committee will be charged with; but not limited to, researching programs provided by other employers for employees suffering from stress and/or stress related problems, and recommending procedures whereby the District can provide consultive personnel, referrals to outside agencies, and/or other means of helping such teachers.

TAX SHELTERED ANNUITY EVALUATION

1. The District shall work cooperatively with the Association through a standing sub-committee of the Professional Council to develop and initiate a set of guidelines to determine which tax sheltered annuity products will be offered within the District.
2. The District will contract with an outside firm subject to the approval of the Professional Council's subcommittee on tax sheltered annuities to conduct annual evaluations of the tax sheltered annuity products being offered within the District. Such evaluations will be available to all teachers for review.

TEACHER ASSISTANT TO PRINCIPAL

A Professional Council committee shall be established to study and review the position of teacher assistant, and shall be comprised of an equal number of teachers and administrators to be appointed respectively by the Association and the District. The charge to the committee shall be to review the existing guidelines for teacher assistants and other related concerns and make recommendations to the Professional Council as deemed appropriate.

TEACHER INSERVICES

The Professional Council shall appoint a District Inservice Committee composed of three teachers selected by DCTA and three administrators selected by the District. It shall be the responsibility of the District Inservice Committee to study all District inservice programs and make recommendations.

TEACHERS ON SPECIAL ASSIGNMENT

There shall be a Teachers on Special Assignment Committee of the Professional Council consisting of three (3) members appointed by the Board and three (3) teachers appointed by the Association. The Committee shall report at least annually to the Professional Council. It shall be the responsibility of the committee to review the following:

a. Posting procedures for TOSA positions.

b. The length of time a teacher may spend in special assignment positions with other special concerns that may be periodically given to the committee by the Professional Council.

TYPE "C" INSTRUCTORS AND DENTAL HYGIENISTS

The Board and the Association agree to appoint, through the Professional Council, a sub-committee(s) to study the feasibility of extending Association membership and rights to the Type C instructors at Fred N. Thomas Career Education Center and the Metro Youth Education Center, as well as to the dental hygienists.
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

[Signature]
Secretary

[Signature]
President

Attest:

DENVER CLASSROOM TEACHERS ASSOCIATION

[Signature]
Secretary

[Signature]
President
INDEX

A

Absence
   Administrator 17
   Student 55, 60, 61, 102, 103
   Teacher 49, 51, 73-82, 95, 102, 103

Academic freedom 96, 97

Access to schools, patron 20, 52

Accreditation standards 20, 21, 38

Accountability councils 105, 106

Accusatory information 13

ACTION program leave 76

Administrative assignments 50

Administrative practices 9

Administrative supervisor 2

Administrative transfer 12, 19, 35, 36, 43, 45
   Priority for placement 35, 36, 44, 45
   Retraining 44
   Substitute time for transition 19, 20

Administrative vacancies 50

Adoption leave 77, 78

Advisement programs 108, 115

Affirmative Action
   considerations 3, 35, 47, 99, 101

After-school supervision 110-115

Agendas
   Board of Education 2
   Faculty meetings 15, 87
   Inservice training 88, 89
   School Building Committee 15, 19, 89

Agreement
   Attestations 119
   Board policy 3
   Effective dates 4, 5, 20, 34, 66-71
   Preamble 1
   Publication and distribution 5

Aides (see paraprofessionals)

Alcoholism 102

Alternative education
   programs 19, 55, 56

Annual increments 68, 71

Annuity plan 69, 70, 74

Appraisal
   Authorization for 30, 31
   Class visitation 28, 29
   Dismissal proceedings rights 31
   Documentation 28, 30
   Formal (DPS Policy 1311B)
      27, 28, 30, 31, 72, 103
   Frequency 29, 71, 72
   General principles 28, 29
   Informal procedures before 30, 31
   Job sharing consideration 103
   Lesson plans in 27, 29
   Notification of employee 28, 30, 31
   Objectives 27, 28
   Planned improvement program 28, 31, 72
   Probationary teacher 27, 29
   Re-appraisal 30, 31, 72
   Salary schedule advancement 29, 71, 72
   Standardized form for 30
   Teacher involvement in 28, 30, 31
   Tenure (5 year) 27-30
   Test scores not used in 29
   Timeline for 30, 31
   Transfer limitation 38
   Visitation and observations 28

Arbitration of grievances 10, 11, 13

Arbitrator’s reports 11

Art teachers 19, 24, 41

Assaults 52-55, 60

Assaults on teachers 52-55

Assignments of teachers 20, 27, 107

Association
   Activities leave 24, 41, 75
INDEX (Continued)

Definition 2
Faculty Representatives 2, 14
Grievance Representatives 12, 14, 87
Meetings 90, 93
President 89, 90
Rights 90, 91
Use of facilities 90
Athletics, District department of 42
Athletic Board of Control 112
Attestations 119
Auxiliary positions in schools 23, 40, 44
(see also: Student Advisor, Student Activities Director)

B
Back-to-school-night activities 16, 88
Band directors 110-112
Bargaining unit 4
Bereavement (sick) leave 73
Best qualified applicant 21, 38
Bilingual resource teachers 23, 40
Bill of Rights 97
Board of Education 1, 2, 91
Board policy 3, 63, 72
Budgets
District 6, 19, 113, 114
Individual school 27, 33, 109
Revolving materials fund 33
Budget Review Board 67
Building meetings 16, 54
Bulletin boards 90
Business education summer jobs 50

C
Calendar, school 3, 16, 114
Career increments 68, 69, 82
Certification 20, 100
Child care leave 76-78
City-wide meetings 16
Civic duty leave 79, 98

Choir directors 111-113
Class coverage pay 115
Class and duty coverage 18
Class assignments 27, 107
Classes 17
Class I positions 21, 34, 35, 36, 44
Class II positions 34, 35, 36, 37
Class size 17, 71
Class size chairperson 90
Class size relief program 19, 71
Clerical assistants 25
Closing of schools
Emergency 102, 103
Permanent 3, 44
Coaches 21, 42, 43, 112
Code of Ethics, NEA 95
Colorado Department of Education 20, 21, 38, 100
Colorado Education Association 75, 91
Colorado state constitution 3, 97
Communication channels 2, 96
Compensation 15, 16, 66-69, 110-114
Compensatory time 14
Competency based testing 29
Complaints 9, 54
Conditions of employment 3, 5
Conduct (see Discipline)
Consultants 5
Contract year 16
Controversial issues 97, 98
Cooperative work experience teachers 23, 40
Corporal punishment 58
Cost-of-Living provisions 4, 66, 67
Counselors 22, 24, 34, 39, 41, 59, 108
Counselors' committee 85
Court-ordered plans 3, 15, 20, 38, 44
Credit hours for advancement 68
INDEX (Continued)

Curriculum committees 98, 99
Curriculum development 15, 98, 99, 110

D
Daily lesson plans 27, 29, 31, 106
Damaged clothing 52
Dance directors 110-112
DCTA Faculty Representatives 2, 14, 92, 93, 96
Deaths 73
Definitions 2, 8, 9, 21, 25, 27, 28, 34, 46, 100, 101, 106
Delegate Assembly, CEA 75
Dental hygienists 4, 118
Dental insurance 65, 66, 71, 104
Departments 23, 27, 33, 34, 40
Department chairpersons 27, 33, 109
Depression 102
Derogatory material 32, 33
Diagnostic teachers 24, 40
Differentiated staffing 17
Disability 51, 65
Disability insurance 65
Discipline Code 55-65
   Enforcement 64-65
   General policies 57
   General principles 55-57
   Objectives 57
   Policies on extracurricular activities 62, 63
   Policy development 57
   Responsibilities of certificated personnel and principals 59, 60
   Rights of certificated personnel and principals 57, 58
   Rule development in the school 63
   Specific policies on student conduct and discipline 60-62
Dismissal 31, 92, 72, 73, 95, 98
Disruptive students 56, 57
District Athletic Board of Control 112
Dramatics directors 110-113
Drug abuse 60, 102
Due process 45, 46
Dues deduction 91, 92
Duration of Agreement 4, 5
Duty period 18, 20, 26, 107
Duty-free lunch 16, 21, 107

E
Early dismissal days 15, 19, 106
Early retirement 69, 70, 116
Educational meetings 75
Effective dates of Agreement 4, 5, 20, 34, 66-71
Elections
   Department chairpersons 27
   Mil levy referendum 67, 102
   School Building Committee 86
   Team leader, middle school 109
Elective office leave 79
Elementary grade level chairpersons 27, 33
Elementary planning time 19
Emergency building plan 52-54
Emergency (personal) leave 74
Emergency school closings 102, 103
Emily Griffith Opportunity School 49
Employees 2, 4
Endorsements 100
Equal educational opportunity 33
Ethical problems 95
Evaluation (see Appraisal)
   Evening meetings 16
   Evening school 49
   Excess sick leave 74
   Exclusion of student 58, 64
   Exclusive rights and representative 2, 4, 12, 91-93
INDEX (Continued)

Excused student absence 61, 103
Experience credit
  Salary 68, 75-82
  Transfer and schedule
    bidding 22-25, 38-42
Expulsion 56
Extended leaves 75-83
Extended personal illness 78
Extension center teachers 24, 41
Extracurricular activities 23, 29, 40, 62, 63, 110-114
Extra-duty pay schedule
  110-114
F
Facilities for teachers 50-51
Facilities, use of by Association
  90, 91
Fact finding 8, 67
Faculty lounge 51
Faculty meetings 16, 87, 88, 93
Faculty Representatives 2, 14, 92, 93, 96
Family illness leave 78
Files, teachers’ 13, 22, 32, 33, 39
Financial planning seminar 73
Forensics directors 110-113
Fred N. Thomas Career Education Center 118
Fringe benefits 65, 66, 69, 70, 80, 94, 100, 104
G
General agreements 2-4
General leave 22, 23, 38, 39, 80, 81, 101
Grade level assignments 20, 107
Grade level chairperson 27, 33
Grandfather provisions 24, 25, 41, 42
Grievances
  Abbreviated time limits 12
  Arbitration 10, 11, 13
  Decisions 10-12
  Definitions 8, 9
  Group action 13
  Information sharing 13
  Level One 10
  Level Two 10
  Level Three 10, 11
  Miscellaneous 13, 14
  Nondecision by principal 10
  Normal time limits 9, 10, 13, 14
  Procedures 9-12
  Purpose 9
  Representation during 12, 13
  Representative in school 12, 14, 87
  Teacher files 13, 32
  Group life insurance 65
H
  Head tax 92
  Health insurance 51, 65, 81, 104
  Hiring practices of District 3, 20
  Hold Youth teachers 24, 41
  Holidays 16, 74
  Homebound student teachers 110
  Hourly rates 110, 115
I
  Impasse procedure 7
  Increments 68, 69, 71, 82
  Index, salary 68
  Inschool positions and vacancies 34, 35
  Inservice planning 15, 88, 89
  Inservice training 15, 16, 21, 56, 110, 118
  Instructional
    Equipment 33, 109
    Materials 33, 108, 109
    Media specialists 19, 22, 24, 40, 109
    Programs 20, 99
    Resource teachers 24, 41, 50
    Instruction committees 98, 99
    Instrumental directors 109-113
    Insurance provisions 51, 55, 65, 66, 81, 104
INDEX (Continued)

Integrated arts teachers 24, 41
Interschool travel 21, 66, 69
Interview ratings 22, 23, 39, 40
J
Job sharing program 103-105
Joint Discipline Code
Committee 57
Joint study committees 6, 70, 71, 83-85, 93, 102, 115-118
Jury service 98
Just cause 29
Juvenile hall teachers 24, 41
K
Kindergarten-grade 3 class size 17
Kindergarten committee 99
KRMA-TV 24, 41
L
Layoffs 99-102
Leaves of absence, extended
ACTION, VISTA, Peace Corps 76
Adoption 77-78
Association activities 75
Elective office 79, 98
Extended personal illness 78
Family illness 78
General leave (5 year) 22, 23, 38, 39, 80, 101
Maternity 76, 77
Military 76
Overseas Dependent Schools 79
Paternity 77
Restoration of health 78, 79
Sabbatical 81, 82
Travel, study or research 79
Vocational education proficiency 80
Leaves of absence, temporary
74-75
College degree receipt 74
Educational meetings 74
Graduation 74
Joint DPS/DCTA projects 75
Jury duty 98
Legal proceedings 74, 75
Personal 74, 103, 104
Religious holidays 74
School visitation 74
Sick (illness or death) 73, 95, 108, 104
Legal defense and action 52, 54, 55
Length of school day 14
Length of school year 16
Lesson plans 27, 29, 106
Letters of reprimand 32
Level One grievance 10
Level Two grievance 10
Level Three grievance 10, 11
Liability insurance 55, 65, 66
Life insurance 65
Log in Personnel Office 33
Loitering 59
Longevity increments 68, 69, 71, 82
Long term disability 51, 65
Long term substitutes (see Substitutes)
Lunch periods for teachers 16, 21, 107
Lunchroom supervision 26
M
Magnet programs 15, 20
Mail boxes 90
Makeup work, student 60, 61
Master class schedule 20, 27, 107
Maternity leave 76, 77
Mediation 7
Meetings outside of school day 16
Membership in Association 2, 3, 21, 87, 91, 92
Mental health centers 102
Metro Youth Education Centers 24, 41
Middle Schools 106-109
Adequate materials 108
Budgetary allotments 109
Class size 17
Counselors 85, 108
Definitions 106
INDEX (Continued)

Directors, salary schedule 113
Early dismissal days 106
Instructional media center 109
Inservice training 15
Interdisciplinary team formation 107
Interteam meetings 109
Lunch period length 107
Music program 108, 109
Nonteaching duties 107
Planning days 19, 106
Planning periods 108
Professional Council Committee 116
Retraining expenses 44
Student advisors 108
Student behavior 108
Supervision pay 113, 114
Teacher qualifications 107
Teacher schedules 107
Teaching load 107
Team leaders 107-109
Midyear transfer planning time 19, 20
Mileage allowance 66, 69
Military leave 76
Minority teacher recruitment 3
Morale 9, 88, 96
Music teachers 19, 22, 24, 39, 41, 108, 109

N
National Education Association 91, 95
Negotiations 1, 4-8, 96
New instructional programs 15, 20, 98, 99
New teachers 5, 16, 36
Nondiscrimination 1, 2, 21, 99
Non-English speaking students 117
Nonrenewal of contract 29, 95
Nonteaching duties 25-27, 107
North Central Association 47, 100

Number of classes and preparations 17
Number of students in K-3 classes 17
Nurses 24, 41, 117
Nurses' Committee 84
Objective criteria 22, 23, 38-40
Opening day activities 16
Opening of new schools 45
Open space schools 19
Opportunity School 49
Optical insurance 66
Orthodontic care 66
Overseas Dependent Schools leave 79
Paid class coverage 115
Panel of Arbitrators 11
Paraprofessionals and aides
  Direction and utilization 18, 25, 26
  Evaluation 18
  Interview of 18
  K-3 assistance 17
  Lunchroom duty 26
  Nonteaching duties 25, 26
Parent meetings 15, 16, 19, 20, 64, 96
Parents and patrons 19, 20, 53, 56, 57, 58, 61, 62, 64
Parking facilities 51
Part-time teachers 2, 103-105
Party-in-interest 9, 13
P.A.S.S. (Positive Alternative to School Suspension) 64
Paternity leave 77
Patron access to schools 20, 52
Peace Corps leave 76
Pep club sponsors 113
Performance contracting 19
Personal effects damage 52
Personal health problems, 102, 117
Personal injury 51
Personal items storage 50, 51
Personal leave 74, 103, 104
INDEX (Continued)

Personnel files 13, 22, 32, 33, 39
Personnel policies 9
Personnel records 32, 33
Physical education teachers 19, 24, 41
Planned program for improvement 28, 31, 72
Planning days 16, 19, 106
Planning periods 17, 19, 21, 108
Point system 22, 23, 38-40
Political
  Campaigning 98
  Material distribution 91
  Rights of teachers 98
Posting of vacancies 34-38, 48, 49, 50
Practical arts teachers 22, 24, 39, 41
Pregnancy 77
Preparations in teaching load 17
Primary grades class size 17
Principal, definition of 2
Principal’s interview for
  Schedule bidding 22, 23
  Transfer 39, 40
Principal’s one hour per week 15
Professional behavior 95, 96
Professional Council 3, 15, 16, 17, 19, 26, 33, 57, 64, 71, 73, 82-85, 115-118
Professional growth 19, 96
Professional staff positions list 23, 24, 40, 41
PPA teachers 24, 41
PR & R (Grievance)
  Representatives 12, 14, 87
Program review committee 116
Protection of teachers 52-55
Psychologists 24, 41, 59, 103, 117
Qualifications to teach 1, 20, 21, 23, 38, 42, 80, 107
Questioned and challenged materials 96, 97
R
  Ratification 3, 6
  Reading teachers 24, 41
  Recertification credit 21
  Recognition of Association clause 4
  Recruitment and hiring 3, 38, 93
  Reduction in force 99-102
  Rehiring order 100, 101
  Relative qualification score (RQS) 23, 39, 42
  Religious holidays leave 74
  Reopener clause 3, 5
  Representation fee 91-92
  Reprimands 32, 95
  Reprisals against teachers 12
  Research leave 79
  Restoration of health leave 78, 79
  Restrooms 50
Retirement
  Annuity plan 69, 70, 74
  Computation of benefits 70
  Equal treatment table 70
  Incentives 70, 71, 116
  Minimum age 69, 70
  Sabbatical leave credit 82
  Study committee 70, 71
  Substituting for DPS 93
  Survivor benefit 69, 70
Retirement Board 3, 71
Retraining 21, 44
Revocation of Membership in Association 91
  Representation fee for nonmembers 92
Revolving materials fund 33
Right to representation 9, 10, 12, 13, 31, 92, 93, 95
Rotation of nonteaching duties 26
S
  Sabbatical leave 81, 82
  Safety of teachers 52-55, 58
INDEX (Continued)

Salaries
Advancement on schedule 71, 72, 82, 94
Appraisal, impact on 29, 71, 72
Cost-of-living increases 4, 67, 67
Excess sick leave payment 74
Extra work schedule 110-114
Longevity increments 68, 69, 71, 82
Mileage reimbursements 66, 69
Reduction in force 100
Salary increase modifications 71, 72
Schedule, 1982 68
Schedule index (ratios) 68
Sick leave, half pay 73

Schedule
Best qualified applicant 21-25
Bidding for 21
Change request 22
Definition of 21
Displacement from 22
Grievance time limits 12
Master 27
Middle school 107
Multischool 21
Nondiscrimination in assignments 21
Notification of assignment 20
Qualifications for 20, 21
Variety of 25

School Building Committee
85-89
Agenda consultation 15
Calendar of school activities 114
Chairperson release time 87
Department chairpersons 27
Discipline rules review 65
Early dismissal day planning 19
Handbook 89
Inservice planning 15
Lunch period changes 16, 17, 107
Meetings of 89
Meetings outside school day 16
Patron access procedures 20
Philosophy and principles 85, 86
School Improvement and Accountability Councils 105
Specific Agreement assignments 88
Structure 86, 87
Supervision of aides 18
Supervision pay involvement 114
Training programs 89

School
Building closures 3, 44
Building openings 45
Calendar 3, 16, 114
Closings, emergency 102, 103
Closings, permanent 3, 44, 45
Day length 14
Definition of 2
District 2
Facilities, use of by Association 90, 91
Files limitations 32, 33
Improvement and Accountability Councils 105
Mail 90
Year definition 2
Year length 16
Scope of negotiations 5
Security aides 65
Selfhelp programs 102
Seminars 73, 96
Seniority 22, 23, 38, 39, 81, 100-104
Shortened lunch periods 16, 107
Sick leave 73, 77, 95, 103
Sick leave annuity plan 69
INDEX (Continued)

Sick leave, credit for excess 74
Smoking 60
Snow days 102
Social workers 24, 41, 59, 103, 117
Special assignment positions 50
Special education 19, 24, 41, 56, 84
Special schools 38
Specialized Services 103, 117
Specialized Services personnel 86
Specialty area teachers (see also the individual listings) 19, 24, 41
Speech/language specialists 24, 41, 103, 117
Staff morale 9, 88, 96
Stage managers 113
State School Budget Review Board 67
Storage area for teachers 50, 51
Stress 102, 117
Student activities director 24, 41, 44
Student advisors 24, 41, 44, 65, 108
Student
Absences 55, 56, 60, 61, 103
Assaults on teachers 54, 58
Attendance rights 55
Clubs and activities 15, 62, 63, 113
Conduct (see Discipline Code)
Contact time 17, 107
Discipline (see also Discipline Code) 108
Dress code statement 60
Exclusion of 56, 58, 64
Expulsion from school 56
Extracurricular activities 23, 29, 40, 62, 63, 110-114
Makeup work 60
Motor vehicles 62
Policy development 57
Prohibited behaviors 57, 60, 61
Property handling 52, 60
Referrals to office 57, 59, 108
Rights and responsibilities 97
Rule development 57, 62, 63
Suspensions 56, 58, 63
Study leave 79
Subpoenas 74
Substitute teachers 93, 94
Contract opportunity 93
Evening school 49
Experience credit 94
Fringe benefits 94
Inservice training use 16
Lesson plans for 27
Professional Council committee 93, 116
Program 93
Reduction from assignment 36
Rights granted to 94
Salaries for 94, 110
Shortages of 93
Sick leave 73
Summer school 48
Successor Agreement provisions 4, 5
Summer School provisions 48
Summer vacancies handling 110
Summons for legal matters 74
Superintendent 2, 3, 4, 16, 34, 35, 82, 103
Superintendent's newsletter 83
Supervision assignments
After school hours 110-114
During school hours 20, 26, 107, 115
Supervision of aides 18
Supervisory positions 50
Supportive personnel work schedules 3
Suspensions from school 56, 58, 63
T
Tax sheltered annuities 117
Teacher
Aides (see paraprofessionals)
INDEX (Continued)

Assistants to the principal 50, 118
Assaults on 54, 58
Class assignments 20, 27, 107
Definition 2
Desks 50
Facilities 50, 51
Files 13, 22, 32, 33, 39
For homebound children 110
Hours and load 14-17, 107
Inservices 15, 16, 21, 56, 110, 118
Nonrenewable contract 94, 95.
On special assignment (TOSA) 24, 41, 118
Planning periods 17, 19, 21, 108
Protection 52-55, 58
Qualifications 20, 21, 107
Rights and responsibilities 57-60, 97, 98
Schedules 20-25, 107
Teaching/coaching positions 21, 42, 43
Teaching experience categories 22, 23, 98, 99
Teaching load 14-17, 107
Team interviews 18
Telephone service 39, 40
Temporary disability 51
Temporary leaves 74, 75
Temporary student exclusion 56, 58, 64
Tentative teaching schedules 20, 27, 107
Tenure Act 29, 31, 73, 98
Tie in RQS 40
Tie in seniority 101
Transfer policy 34-48
   Administrative transfer 12, 19, 35-37, 43-46, 104
   Best qualified applicant 38-43
   Class I positions 21, 34-36, 44
   Class II positions 34-37
   Coaching positions 34, 42, 43
Confrontation transfer 45, 46
Definition 34
Effective date 34
Exchange transfer 46-48
Experience in subject area credit 38, 39, 41, 42
Filling vacancies 37, 38
General principles 34
Grandfather provisions 41, 42
Inbuilding vacancies 34, 35
Involuntary transfer 36, 43-46
Legal requirements 35
List of reassignments 36
List of vacancies 35
Midyear transfer planning time 19, 20
Notice of transfer 43, 46
Order of filling vacancies 35, 36
Posting of vacancies 34, 35, 37, 45
Principal's interview 36, 39, 40
Priority for placement 35, 36, 44, 45
Professional staff positions 40, 41
Reduction in staff rules 35, 36
Relative qualification score (RQS) 38, 39, 42, 43
Requested by administration 43-46
Requests for transfer 34, 36, 37, 38
Retraining due to transfers 44
School closures 3, 44
School openings 45
Special qualifications 38
Substitute time 19, 20
Summer vacancies 35, 36
Team interviews 39, 40
Transfer requested by administration 43-46
INDEX (Continued)

Unassigned teachers 44
Vacancies (see main listing)
Voluntary administrative transfer 37, 38
Voluntary transfers 35, 37, 38
Transportation allowance 66, 69
Travel leave (also see Sabbatical) 79
Travel pay 66, 69
Truancy of students 55, 60, 61
Two-building assignments 20, 21, 66
Type “C” instructors 118
U
Unassigned teachers 44
Unexcused student absences 56, 60, 61
United States Constitution 97
V
Vacancies
   Administrative 50
   Definition of 34
   Filling of 34-38
   Interdisciplinary team 107
Posting of 34, 35, 37, 45
   Summer 35, 36
   Teacher positions 34, 37, 38, 45
Verbal abuse, threats 52, 53, 60
Violation of Agreement 9
Vision insurance 66
Visitation of other schools 74
VISTA leave 76
Vocal directors 113, 114
Vocational education
   credentials 20, 50, 80
   proficiency leave 80
Vocational education teachers
   20-22, 24, 39, 41, 50, 80
Voluntary transfer requests 34, 36-38
W
Weapons 60
Weather problems 102, 103
Workmen’s compensation 51
Work day length 14
Work year length 16
Workroom for teachers 50
Respondent:

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

Denver Colo Sch Dist 1 Prof Ees

WITH EDUCATION ASSOCIATION; NATIONAL COLOADO

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

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

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

1. Approximate number of employees involved See back of form. 4,146

2. Number and location of establishments covered by agreement Denver Public Schools, 900 Grant St. Denver CO

3. Product, service, or type of business Public Schools (K-12)

4. If your agreement has been extended, indicate new expiration date December 31, 1985

Darold T. Dobier, Management Relations Specialist 303/837-1000, ext. 2419

Your Name and Position 900 Grant St. Denver, CO 80203

Address City/State/ZIP Code
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<td>192</td>
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