Collective Bargaining Agreement

Between

School District No. 1 in the

City and County of Denver, State of Colorado

And

Denver School Leader Association

July 1, 2024 - June 30, 2027

Table of Contents

ARTICLE 1: Recognition

ARTICLE 2: Dues Deduction

ARTICLE 3: Management Rights

ARTICLE 4: Expectations of Principals and Assistant Principals

ARTICLE 5: Union Rights / Professional Rights

ARTICLE 6: Effective Dates / Duration of Contract

ARTICLE 7: Negotiation Procedures

ARTICLE 8: Complaints Against Unit Members/Administrative Leave/Corrective Action

ARTICLE 9: Grievance Procedure

ARTICLE 10: Evaluation of Principals and Assistant Principals

ARTICLE 11: Work Year

ARTICLE 12: Compensation and Benefits

ARTICLE 13: Retirement & Early Retirement

ARTICLE 14: Appointment, Transfer and Reassignment

ARTICLE 15: Work Stoppage

ARTICLE 16: Leave

ARTICLE 17: Central Office Supports

ARTICLE 18: Collaborative Committees

ARTICLE 19: Evaluation of Schools

ARTICLE 20: Union Staff

ARTICLE 21: Professional Growth

2024-2025 Financial Agreement

2025-2026 Financial Agreement

2026-2027 Financial Agreement

2024-2025 Principal and Assistant Principal Salary Schedule

2024-2025 Deans Salary Schedule

ARTICLE 1: Recognition

1 - 1 On September 24, 2020, the Denver Public Schools Board of Education approved a motion recognizing the Denver School Leaders Association ("DSLA" or "Union,") as the collective bargaining representative of the following job classifications:

Principal, High School	Principal, Early Childhood Center	Assistant Principal, Interim ECE-8 or K-8
Principal, Middle School	Assistant Principal, High School	Assistant Principal, Early Childhood Center
Principal, Elementary	Assistant Principal, Middle School	Dean of Instruction
Principal, ECE-8 or K-8	Assistant Principal, Elementary	Dean of Culture
Principal, Interim High School	Assistant Principal, ECE-8 or K-8	Lead Partner (DGS)
Principal, Interim Middle School	Assistant Principal, Interim High School	Executive Principal
Principal, Interim Elementary	Assistant Principal, Interim Middle School	Principal Resident
Principal, Interim ECE-8 or K-8	Assistant Principal, Interim Elementary	

1 - 2 Pursuant to the Resolution Recognizing DSLA, the Board hereby reaffirms recognition of the Union and agrees that the Union shall continue as the exclusive representative of the employees specified in Article 1-1 until six months after the expiration of this Agreement and for such additional periods of time as its recognition may be extended under procedures approved by the Board. Pursuant to Board policies and resolutions relative to collective bargaining, the Board hereby affirms recognition of the DSLA.

1 - 3 Pursuant to Article 7-5 - Interim Negotiations, if the District employs a new job classification for which an administrator license is required in order to fulfill the duties of a Principal or Assistant Principal role, the Union may propose to the District that such classification be included in the bargaining unit should it have a majority of employees in the job classification authorizing such representation

1 - 4 The term “Bargaining Unit Member” shall refer to all employees, employed half-time or more, in the Bargaining Unit as defined by Article 1-1. Unless language provides otherwise, these terms refer to all employees covered under this Collective Bargaining Agreement.

1 - 5 The terms “School District,” “The District,” and “Denver Public Schools” as used in these Articles shall mean District No. 1 in the City and County of Denver and State of Colorado.

1 - 6 The term “Principal Supervisor” as used in these Articles shall mean Collaborative Director, Executive Principal, Executive Director or any other position serving in a comparable role of supervising and evaluating principals.

1 - 7 The Term “The Parties” Refers to The Union and The District jointly.

ARTICLE 2: Dues Deduction

2 - 1 The District agrees to deduct from the salaries of bargaining unit members employed by the District an amount to cover dues for the Association, and/or State, and/or national affiliated association(s) as said employee individually and voluntarily authorizes the District to deduct, and to transmit the amount so authorized to the Treasurer of the Association.

2 - 2 Bargaining unit members wishing to become members of the DLSA may authorize such deduction by filing with the DPS Payroll Department through the office of the Association, a signed and dated DSLA Salary Deduction Authorization Form authorizing the District to deduct from the monthly earnings of each bargaining unit employee and to remit to the Treasurer of the Association, an amount equal to one-twelfth (1/12) of the dues required for membership in the association(s) as specified above, unless the employee has revoked membership using the process below.

2 - 3 The DSLA Salary Authorization Form shall include a waiver of all rights and claims against the Board of Education, the District, the officers and agents thereof, for monies deducted and remitted in accordance with the above paragraphs.

2 - 4 Said deductions and remittances shall continue year to year, unless a bargaining unit member notifies the DPS Payroll Department in writing that the person desires to discontinue or otherwise change such authorization. Bargaining Unit Members may indicate their intent to halt deductions for Union Dues during the period of time between June 1st and June 30th of each year. The District will provide the Association with a copy of the notice to change authorization. Once written notice is received by the DPS

Payroll Department, no further action is necessary on the part of the employee to terminate deduction of the membership dues.

2 - 5 Bargaining unit members who have revoked membership may, at any time, become members of the Association by filing with the DPS Payroll Department through the office of the Association, a signed and dated DSLA Salary Deduction Authorization form authorizing the District to deduct from their monthly earnings and to remit to the Treasurer of the Association, amount equal to one twelve (1/12) of the dues required for membership of the association(s) specified above.

2 - 6 When Association members have no earnings due for the month, or do not have sufficient earnings after all other deductions and/or withholdings to cover any part of the deductions, then no deductions (or a partial deduction) will be made for those principals and assistant principals for that month. Any association member who resigns from the District after May 31 will have the full remaining balance of annual dues (through August 31) deducted from their last salary check, with the exception of those members who retire from the District.

2 - 7 The Association shall indemnify and hold harmless the Board of Education, the District and its members, officers, agents and employees from and against any forms of liability that shall arise out of or by reason of action taken by the Board of Education for the purposes of complying with the above provisions. The Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Association.

2 - 8 A service charge of ten cents ($0.10) per month per individual DSLA authorization shall be retained by the District to help defray costs of making such deduction.

ARTICLE 3: Management Rights

3 - 1 The Board, on its own behalf and on behalf of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Colorado. Nothing in this Agreement is to be interpreted as constituting a waiver of the Board's rights and responsibilities.

3 - 2 The intent of this Agreement is to establish working conditions, salaries, benefits, and other explicit terms that the Board agrees, in its discretion, to negotiate with the Union consistent with the DSLA Board resolution. The Union recognizes that all rights and authority of the Board not explicitly modified by the provisions of this Agreement are retained solely by the Board.

3 - 3 The Union recognizes that the Board has certain powers, discretion, and duties that, under the Constitution and Laws of the State of Colorado, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any employee 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.

ARTICLE 4: Expectations of Bargaining Unit Members

4 - 1 A bargaining unit member may use reasonable and appropriate physical intervention with students as defined in Board Policy JKA and Superintendent Regulation JKA-R when acting within the scope of their employment.

4 - 2 If a teacher, other DPS employee, other subordinate staff member, or parent needs to be removed from the school site, the primary person responsible for facilitating that action is the site Principal or Principal's Designee pursuant to Board policy and rules and procedures established by the District.

4 - 2 - 1 If appropriate in light of the circumstances, the Principal or designee may contact their Operational Service Director, the Department of Family and Community Engagement, Department of Climate and Safety, and/or any other applicable department, to assist with the removal. In an emergency situation, the request will be honored promptly to the greatest extent by the District.

4 - 3 Legal Defense: Consistent with Colorado law, C.R.S. § 24-10-110 or as amended, the District will pay for legal defense costs, judgments, and settlement for bargaining unit members. The District will comply with all other provisions outlined in the statute.

4 - 4 Bargaining unit members shall make written reports to the Office of the General Counsel, attaching copies of any summons, complaint, process, information, indictment, notice or demand served upon the employee in connection with their scope of their employment. When possible, this written report shall be provided to the Office of General Counsel within five (5) business days after the bargaining unit member has been served therewith, and reporting the final disposition of any such proceeding.

4 - 5 The DPS Office of General Counsel will provide the bargaining unit members a written update, when possible, on next steps-within ten (10) work days after receiving the written report.

ARTICLE 5: Union Rights / Professional Rights

5 - 1 The Parties acknowledge and agree that the terms and conditions of employment for covered employees under Article 1-1 will be governed by each employee's executed annual contract, this Master Agreement, and the provisions of a Board-adopted Innovation Plan or Innovation Zone Memorandum of Understanding (collectively, "Innovation Plan"), if any. In the event of a conflict in terms among those documents, the Master Agreement shall take precedence over the annual contract, and the Innovation Plan shall take precedence over the annual contract and the Master Agreement.

5 - 2 The DSLA President who is on a leave of absence per Article 22 shall be permitted to visit a school for the purpose of administering this Agreement after notification to the respective Instructional Superintendent about the general purpose of the visit. The DSLA President shall conduct such business at a time when it does not interfere with the educational program.

5 - 3 Association Leave. Until such time that the Union President is on a leave of absence as outlined in Article 22, DSLA will be eligible for up to eighty (80) hours total per school year without loss of pay to designate a bargaining unit member to visit a school for the purpose of administering this agreement. The Union President, or designee of the Union, shall inform the respective Instructional Superintendent about the general purpose of the visit. The Union President, or designee of the Union, shall conduct such business at a time when it does not interfere with the educational program.

5 - 4 The District affirms the principles that bargaining unit members have the full rights and responsibilities of citizenship or legal residence, and that a bargaining unit member's private life and activities are not an appropriate concern of the District, except to the extent that they are inconsistent with Board policy or applicable law, detract from the effective accomplishment of the leader's professional duties, or are grounds for corrective action or dismissal.

5 - 4 - 1 Bargaining unit members have the right, except as otherwise provided by law, to engage in political activity, to campaign on behalf of candidates for public office, and to themselves seek, campaign for, and hold public office. However, these activities must be conducted outside school hours and must not interfere with the effective accomplishment of the bargaining unit member's professional duties.

5 - 5 Bargaining unit members are exempt from overtime compensation in accordance with existing law. The District recognizes that the responsibilities of bargaining unit members

do not lend themselves to a defined workday or work week. Therefore they shall work a professional week and manage their own time and calendar, with the following constraints: any schedule adjustment shall not prevent professional duties from being performed; they shall be accessible to the school community including outside of school hours, as necessary, to perform their duties. If a concern arises regarding the professional week, then the bargaining unit member may discuss with their supervisor and attempt to resolve any issues. The bargaining unit member may request support from the Deputy Superintendent of Schools or designee to facilitate the discussion and attempt to resolve any issues. This article is not subject to the Grievance Procedure in Article 9.

5 - 5 - 1 When meeting, bargaining unit members and their direct supervisors shall discuss the bargaining unit member's professional schedule and any potential adjustments needed. Principals may request to work in an alternate location on DPS property with approval of their Collaborative Director. Principals are required to remain accessible via phone and email for all on-site responsibilities in the event of an emergency. Each building will have a designated principal in charge appointed by the principal.

5 - 6 On the first day of each month throughout the school year, the District will provide to the Union a list of all bargaining unit members, including the name, job title, school, and work e-mail address.

5 - 7 DSLA shall be permitted to participate in New Leader Orientation including up to ten (10) minutes for the President or designee to speak to the new employees. DSLA will coordinate their speaking time with the district sponsor of the New Leader Orientation.

5 - 8 DSLA will be permitted reasonable use of the District's inter-school mail service, unit member mailboxes, or e-mail system for communications to its members specific to Association business provided distribution of Union mail or utilization of e-mail does not require the District to expend additional money or allocate additional personnel time to perform such service. Bargaining unit members will comport to Board Policy EGAEA and Superintendent Regulation EGAEA-R1.

5 - 8 - 1 Materials sent by the union through District services shall contain no derogatory references(s), direct or implied, regarding any member of the Board of Education or any employee of the district.

5 - 9 Retaliation: Neither the District nor Union or any member of the Union shall retaliate against bargaining unit members for engaging or not engaging in union activity.This provision may only be grieved up to Level 2.

5 - 10 Employees covered by this Agreement have the right to become members of the Union, to refrain from doing so and to discontinue membership therein during the agreed-upon period of time as outlined in Article 2. The Union shall admit persons to membership without discrimination on the basis of any of the protected classes or any other rights as may be protected by statute.

ARTICLE 6: Effective Dates / Duration of Contract

6 - 1 Upon ratification by the DSLA and approval by the Board, the effective dates of the Collective Bargaining Agreement shall be from July 1, 2024 to June 30, 2027. This Agreement is complete in and of itself and sets forth all terms between the Board and DSLA. During the term of this Agreement, neither the Board nor DSLA will be required to negotiate on any further matters affecting these terms or any other terms not specifically set forth in the Agreement whether or not within the knowledge or contemplation of either or both parties at the time they executed this Agreement. All prior agreements are no longer valid or subsisting except as provided herein.

6 - 2 The District shall post this agreement and all amendments thereto on the District's website following Board of Education approval of the agreement.

ARTICLE 7: Negotiation Procedures

7 - 1 During the term of this Agreement, the Agreement may not be reopened to renegotiate terms agreed upon on this agreement, except when permitted by law, or by this Agreement.

7 - 2 The Agreement is open for negotiation during the eight (8) months prior to the date the Agreement is scheduled to expire. Items open for renegotiation or new items for negotiation to be considered in the subsequent agreement shall be identified in writing prior to the first bargaining session. While the Agreement is open, upon request by either party, the District and the Association will negotiate as provided below:

7 - 2 - 1 Written requests for negotiations between the Board and the Association may be submitted through their respective representatives on such matters concerning salaries, benefits, and other terms that the Board agrees, in its discretion, to negotiate.

7 - 2 - 2 Such written requests shall be submitted no earlier than November 1, 2026 and no later than January 8, 2027, unless mutually agreed-upon by both parties. Such written requests will specify the subject matter to be considered and a brief description identifying the nature of the concern.

7 - 2 - 3 Upon receipt of a written request to negotiate, the Association or the Board's designees will submit a written response to the other party within ten (10) business days.

7 - 2 - 4 Both parties will exchange all written proposals no later than the first negotiating meeting. This does not limit the Parties' ability to mutually agree to engage in interest-based or hybrid negotiations on any of the topics to be discussed.

7 - 2 - 5 Such negotiations shall conclude no later than May 02, 2027 (or 60 days before expiration of the Agreement), unless extended by mutual consent. If impasse is reached, the parties shall use the vehicle for resolution as provided under Article 7-3.

7 - 2 - 6 Any successor agreement shall have a three (3) year duration.

7 - 3 Impasse Resolution/Mediation

7 - 2 - 1 Either party may declare an impasse. If an impasse is reached and the Union's and the Board's designees agree, the parties should first make a good faith effort to agree on a mediator. If the parties cannot agree, the mediator shall be selected by the Federal Mediation and Conciliation Services (FMCS).

7 - 2 - 2 Any mediation efforts must be concluded by June 30, 2027, and will be conducted under rules determined by the mediator.

7 - 2 - 3 If mediation is unsuccessful and if both parties agree, the mediator may issue a written report to the parties explaining the matters still at issue.

7 - 2 - 4 The parties agree to share the cost of mediation equally.

7 - 4 Financial Agreement Negotiations

7 - 2 - 1 Cost of living adjustments based on state funding increases are subject to annual negotiations unless the parties agree to a multi-year financial agreement.

7 - 2 - 2 Negotiations concerning cost of living adjustments must be finalized by May 1 of each year unless the parties agree to a multi-year financial agreement.

This deadline can be extended by mutual agreement, but, in any event, such negotiations must be finalized by June 15 of each year.

7 - 2 - 3 While it is the intent of the parties that the economic provisions in this Agreement shall remain in full force and effect during its term, in order to comply with the provisions of the TABOR Amendment and § 22-32-110(5) C.R.S., the provisions of the Agreement relating to salaries and benefits may be reopened by the District in connection with its budget adoption process.

7 - 5 Interim Negotiations

7 - 2 - 1 During the term of the agreement the parties may agree to engage in interim negotiations consistent with Article 7-2-1 to address matters that waiting until the next negotiation period may be impractical. This provision is not intended to allow for changing the language or the intent of the existing agreement outside the normal bargaining cycle.

7 - 2 - 2 Interim negotiations may be initiated by the Union with a request to the Superintendent or by the District with a request to the Union President. The request will be in writing specifying the reason for the request and the subject matter to be considered.

7 - 2 - 3 Following a discussion of the purpose of the requested negotiations, the District and Union President will decide if the parties agree to engage in interim negotiations and what group of individuals will be responsible for negotiations.

7 - 2 - 4 There will be no commitment to a particular outcome or an agreement between the parties.

7 - 2 - 5 Any agreements reached during interim negotiations shall be reduced to a Memorandum of Understanding. If the Memorandum of Understanding is not incorporated into the agreement at the next full-agreement bargaining session, the Memorandum of Understanding shall expire.

ARTICLE 8: Complaints Against Bargaining Unit Members/Administrative Leave/Corrective Action

8 - 1 Complaints against Principals: Upon request, a respondent may have either a non-witness DSLA bargaining unit member or a representative from the Association present at an investigative interview conducted by a designee assigned by Office of Talent, if that

investigation could result in corrective action for the respondent. Such a request must not unduly interfere with the designee's ability to conduct a timely investigation. During questioning by the designee, the representative may participate only to the extent of seeking clarification of questions. The designee may remove a representative from an investigative interview if they are deemed to be interfering with the interview or engage in disruptive behavior; where a representative is removed, the interview will continue without a representative present.

8 - 2 Administrative Leave Due to Investigation: If a supervisor decides to place a bargaining unit member on administrative leave for the purpose of further investigation, the supervisor shall meet with the bargaining unit members to give specific allegations(s) and the basic reason why the administrative leave is necessary, when possible.

8 - 2 - 1 The meeting shall take place in-person or in the format of an online video meeting.

8 - 3 During the investigation period, a bargaining unit member may be placed on paid or unpaid administrative leave. A bargaining unit member may be placed on unpaid administrative leave if the investigation involves a criminal misconduct and/or serious workplace misconduct. In the case of paid administrative leave, the bargaining unit member will continue to receive full pay and benefits.

8 - 4 The Principal Supervisor, such as Collaborative Director (in the case of a Principal), or Principal (in the case of an Assistant Principal, Dean of Instruction or Dean of Culture) or their designee shall provide the bargaining unit member with a copy of the Administrative Leave checklist and review it with the bargaining unit member. The bargaining unit member shall sign the form as acknowledgement of receipt and be given a copy of it for informational reference.

8 - 5 At the bargaining unit member's request a meeting will be held within three (3) school days. The purpose of the meeting shall be to give the bargaining unit member an opportunity to respond as to the purpose of the need for administrative leave. The bargaining unit member may have DSLA representation at the meeting.

8 - 6 Administrative leave should be considered as an option to be used only when necessary to ensure the safety of students or staff, when the continued presence of the employee in the workplace is disruptive, detrimental to the school, or when extenuating circumstances prohibit the ability to conduct an effective and appropriate investigation by other means. The Parties agree that administrative leave is not a punitive action and there will be no record of the leave in the bargaining unit member's personnel file.

8 - 7 Following the completion of the investigation, the Principal Supervisor (such as Collaborative Director in the case of a Principal) or Principal (in the case of an Assistant Principal, Dean of Instruction or Dean of Culture) shall meet with the bargaining unit member to share the results of the investigation and to give the bargaining unit member an opportunity to respond. The bargaining unit member may have DSLA representation at the meeting.

8 - 8 Because of the unique role of Principals and Assistant Principals in the district, the District will send a community letter informing the community of a return of a Principal or Assistant Principal from administrative leave, if requested by the Principal and Assistant Principal and after the District determines that the information provided in the letter is permitted to be shared under state and federal law.

8 - 9 The Agreement Review Committee (ARC) will review on an annual basis administrative leaves for the prior school year to ensure that the above procedures have been implemented appropriately.

Corrective Action

8 - 10 Before taking a corrective action against a bargaining unit member, the supervisor or designee shall investigate the matter of concern, meet with the bargaining unit member and give the bargaining unit member an opportunity to respond.

8 - 11 If the supervisor of the bargaining unit member, or designee determines it may be necessary to take a corrective action, the supervisor of the bargaining unit members shall inform the bargaining unit member of their preliminary intent to consider imposition of corrective action and schedule a meeting where the bargaining unit member may be accompanied by a Union Representative. The bargaining unit member being considered for corrective action will be given twenty-four (24) hours advance notice before the scheduled time of said meeting unless the severity of the underlying concern warrants otherwise

8 - 12 Corrective action for bargaining unit members will be administered in accordance with the procedures of the "Basic Fairness and Due Process, A Guide for Corrective Discipline" document or as amended. Corrective action may include one or a combination of the following: Letters of Warning, Letters of Reprimand, and a Suspension Without Pay.

8 - 13 If the investigation results in corrective action, the bargaining unit member will have up to five (5) school days to submit a written statement to the Department of Human Resources and the immediate supervisor in response to the corrective action to be attached to the file copy.

8 - 14 The Parties acknowledge that, in the case of bargaining unit members, a unique and tailored solution is required. Therefore, the District will consult DSLA during the Fall of each school year on changes to the "Basic Fairness and Due Process, A Guide for Corrective Discipline" specifically for DSLA members The "Basic Fairness and Due Process, A Guide for Corrective Discipline" is not a negotiated document.

ARTICLE 9: Grievance Procedure

9 - 1 Definitions

9 - 1 - 1 A "grievance" shall mean a written complaint by a bargaining unit member that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement or Denver Public Schools Board of Education personnel policies that affect Principals or Assistant Principals.

9 - 1 - 1 - 1 Grievances regarding a violation, a misinterpretation, or inequitable application of this Agreement may go to Level Three, upon the request of the Union. Unless provided otherwise in this Agreement, grievances regarding Denver Public Schools Board of Education personnel policies that affect bargaining unit members are grievable up to Level Two.

9 - 1 - 2 The term "grievance" shall not apply to any matter as to which (1) the method of review or procedure is prescribed by law or Board policy, or (2) the Board is without authority to act, or (3) a grievance is specifically prohibited or limited by the terms of this Agreement.

9 - 1 - 2 - 1 The term "grievance" does not include a complaint of discrimination covered by this Agreement and/or Board Policy AC. An employee who believes that they have been a victim or witness to discrimination or harrassment may make a complaint by following the Discrimination Prevention and Response (DPR) process that is fully outlined in the Superintendent Regulation AC-R1 or any other applicable regulation.

9 - 1 - 3 An "aggrieved person" is a bargaining unit members asserting a grievance. In the case of a Union Grievance, the "aggrieved person" shall mean one (1) member of the Union who is selected to appear on behalf of the bargaining unit members.

9 - 2 Purpose. The purpose of this grievance procedure is to secure equitable solutions at the lowest possible administrative level to problems that may arise. To this end, grievance proceedings will be kept informal and confidential.

9 - 3 Timing. No grievance shall be recognized by the District or the Association unless it is presented to the immediate supervisor at Level One within fifteen (15) school days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based.

9 - 3 - 1 If the District or The Union determines that the grievance affects a group of employees in more than one school, the Union may submit a Union grievance in writing at Level Two to the Office of Talent. A Union Grievance shall not be recognized at Level Two unless it is filed with the Office of Talent within twenty (20) school days after the act or condition on which it is based occurred.

9 - 3 - 2 The number of days indicated at each level is a maximum. The time limits specified may, however, be extended by mutual agreement. Grievances not timely presented will be considered as waived.

9 - 3 - 3 Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level.

9 - 3 - 4 Failure to Appear. If the aggrieved person fails to appear at a scheduled grievance meeting the grievance shall be deemed to have been resolved, provided that the aggrieved person was given notification of said conference in accordance with the appropriate step of the grievance procedure.

9 - 4 Procedure.

9 - 4 - 1 Level One. An aggrieved person shall first present a grievance to their immediate supervisor in the form of a written request for a meeting to attempt to resolve the matter informally, at which time the grievant may: (1) discuss the grievance personally or (2) be accompanied by a Union Representative. Principals shall present their grievance to their Collaborative Director or similar position. Assistant Principals, Deans of Instruction and Deans of Culture shall present their grievance to the Principal of their school. The Deputy Superintendent of Schools or individual in a similar role may attend the Level I meeting for Principal or Assistant Principal grievance proceedings in an effort to resolve the grievance at the lowest possible administrative level. If the aggrieved person and supervisor are members of the bargaining unit, either party may also request the involvement of a union representative to

facilitate the resolution of the grievance informally at Level One. Any resolution reached through this process must align with the terms of the agreement and comply with all DPS and Board administrative policies.

9 - 4 - 1 - 1 The Level One meeting request shall include specific references to the articles of the Agreement or applicable Denver Public Schools Board of Education personnel policies that affect bargaining unit members that the grievant alleges were violated, misinterpreted, or inequitably applied and explain how they were violated, misinterpreted, or inequitably applied. If the aggrieved person is not satisfied with the results of the informal conference, the aggrieved person may then file a grievance in writing by completing the Grievance Disposition Form, which will be made readily available to them with the immediate supervisor within seven (7) school days of the Level One meeting.

9 - 4 - 1 - 2 The Grievance Disposition Form shall contain specific references to the articles of the Agreement or applicable Denver Public Schools Board of Education personnel policies that affect bargaining unit members that the aggrieved person alleges were violated, misinterpreted, or inequitably applied; explain how they were violated, misinterpreted, or inequitably applied; describe the remedy sought; and indicate the reason why the Collaborative Director's (in the case of a principal filing a grievance) or Principal's (in the case of an Assistant Principal, Dean of Instruction or Dean of Culture filing a grievance) proposed resolution, if any, is unsatisfactory.

9 - 4 - 1 - 3 The Collaborative Director (in the case of a principal filing a grievance) or Principal (in the case of an Assistant Principal, Dean of Instruction or Dean of Culture filing a grievance) and the grievant shall sign the Grievance Disposition Form. The immediate supervisor shall also have the opportunity to provide comment related to the grievance on the Grievance Disposition Form.

9 - 4 - 1 - 4 No additions to this form may be made after it has been signed by the grievant and Collaborative Director (in the case of a Principal filing a grievance) or Principal (in the case of an Assistant Principal, Dean of Instruction or Dean of Culture filing a grievance).

9 - 4 - 1 - 5 The grievant shall send a copy of the Grievance Disposition Form to the Office of Talent and the Union. The Office of Talent will assign a tracking number to the grievance and distribute copies of the Grievance Disposition Form to the immediate supervisor and the Association.

9 - 4 - 1 - 6 The aggrieved person must provide all known documentation related to the grievance to the Office of Talent prior to the Level Two meeting.

9 - 4 - 2 Level Two. The Office of Talent designee will schedule a meeting within seven (7) school days after receipt of the written grievance by the Office of Talent with the aggrieved person, a Union Representative, if any, and Collaborative Director (in the case of a Principal filing a grievance) or Principal (in the case of an Assistant Principal, Dean of Instruction or Dean of Culture filing a grievance).

9 - 4 - 2 - 1 The Deputy Superintendent of Schools or designee may attend the Level Two meeting in an effort to resolve the grievance at the lowest possible administrative level.

9 - 4 - 2 - 2 If there is an agreed-upon resolution to the grievance at this meeting, the resolution will be documented in writing and signed by both parties. The grievance will be closed and no continuation of said grievance will be allowed.

9 - 4 - 2 - 3 If no resolution is reached, the Office of Talent designee will issue a Level Two response on the merits of the grievance within ten (10) school days from the Level Two meeting.The Level Two response will be forwarded to the Union for dissemination to the grievant.

9 - 4 - 3 Level Three. If the aggrieved person, or the Union, is not satisfied with the disposition of the grievance at Level Two, the aggrieved person, or the Union, may request that the Union submit the grievance to either arbitration or mediation. This request must be made within ten (10) school days after the Level Two disposition and a copy of the request provided to the Office of Talent.

9 - 4 - 3 - 1 If the aggrieved person, or the Union, wants to proceed with the level Three and the Union deems the grievance meritorious, the Union may demand arbitration or request mediation within

twenty-five (25) school days after the receipt of the aggrieved person's, or the Union's requests to the Office of Talent.

9 - 4 - 3 - 2 The arbitration demand/mediation request from the Union must be in writing and must indicate the reason the Level Two decision is unsatisfactory.

9 - 4 - 3 - 3 Mediation. If the Union and District agree to mediation, a mediator shall be selected from a permanent panel of five (mediators) jointly determined by the parties.

9 - 4 - 3 - 3 - 1 The mediator panel shall consist of mediators who are skilled in educational issues and shall include, but are not limited to, Federal Mediation and Conciliation Service and other mediation agencies.

9 - 4 - 3 - 3 - 2 A panel shall be selected and reviewed annually not later than July 1.

9 - 4 - 3 - 3 - 3 Unless otherwise agreed, the mediator shall be assigned based on a rotating system.

9 - 4 - 3 - 3 - 4 At the conclusion of the mediation process the parties will implement any action agreed upon through the mediation process. If the mediation process is unsuccessful, the Union may demand Arbitration within seven (7) school days of the conclusion of mediation.

9 - 4 - 3 - 4 Arbitration. If the Union demands arbitration and the parties cannot agree on the choice of an arbitrator, the Union shall submit a request to the American Arbitration Association for a list of seven (7) arbitrators skilled in arbitration of educational issues, with a copy to the District. Within ten (10) school days of the receipt of a list, representatives of The Union and the District shall meet and alternatively strike a name on the list. The last name remaining shall be appointed arbitrator.

9 - 4 - 3 - 4 - 1 The arbitrator will have authority to hold hearings and make procedural rules.

9 - 4 - 3 - 4 - 2 All hearings held by the arbitrator shall be in closed session and no news releases shall

be made concerning progress of the hearings.

9 - 4 - 3 - 4 - 3 A report will be issued within thirty (30) calendar days after the close of the hearing. The arbitrator shall have no power to add to, subtract from, disregard, alter, modify, any of the terms of this Agreement.

9 - 4 - 3 - 4 - 4 The arbitrator's report shall be submitted in writing to the Board designee and the Union 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 the Agreement. The arbitrator's report shall be advisory only, not binding on the Board or the Union.

9 - 4 - 3 - 4 - 5 Within seven (7) school days, after receiving the report of the arbitrator, the Board's designee and the Union's designee will meet to discuss the report and each designee will simultaneously notify the other on whether each intends to recommend to their respective Boards the acceptance or rejection of the Arbitrator's report. The Board will review and consider any response by the Union and shall accept or reject the report of the arbitrator not later than thirty (30) calendar days (not counting July) after receipt of the arbitrator's report. No public release may be made until after the next legislative meeting of the Board.

9 - 4 - 3 - 4 - 6 The cost of services of the arbitrator or mediator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the District and the Union. The party who cancels a scheduled arbitration

will pay the full costs of any fees assessed by the arbitrator.

9 - 4 - 3 - 4 - 7 Any party may request an official stenographic record of the testimony at the hearing. The party requesting shall pay the costs. If the other party requests a copy of the record, it shall share the entire cost of making the stenographic record.

9 - 5 General Grievance Provisions.

9 - 5 - 1 Neither the District nor Union or any member of the Union shall take reprisals affecting the employment status of any grievant or participant in the grievance procedure by reason of such participation.

9 - 5 - 2 Bargaining unit members who file a grievance will be represented solely by a Union designee at all levels of the grievance procedure, except that the aggrieved bargaining unit member may decline representation at Level One.

9 - 5 - 2 - 1 Union designee is defined as a DSLA Executive Board Member authorized by the Union to represent the grievant at Level One or Two but shall not include an attorney currently practicing law.

9 - 5 - 3 Bargaining unit members are expected to use appropriate channels of communication for comments, suggestions, grievances, and other professional matters. Such channels include normal administrative channels, the grievance procedure, procedures outlined in Board of Education Policies, Regional Leadership Teams, association representatives, and negotiations.

ARTICLE 10: Evaluation of Principals and Assistant Principals

10 - 1 Principals, Assistant Principals, Deans of Instruction and Deans of Culture are evaluated using the LEAD Growth and Performance System ("LEAD Evaluation").

The District and the Association agree that the primary purpose of the LEAD evaluation system is to appraise the performance of unit members and assist unit members to improve their effectiveness in performing their job responsibilities.

10 - 2 LEAD Fairness Guide:

10 - 2 - 1 The LEAD Fairness Guide will be released and made available to bargaining unit members at the beginning of each year. Bargaining unit members can

access a copy of the LEAD Fairness Guide, which will provide details regarding the purpose and nature of the LEAD Evaluation process, the elements of the LEAD Evaluation, the procedures for conducting the LEAD Evaluation, and the responsibilities of the individuals involved.

10 - 2 - 2 The LEAD Fairness Guide will provide details regarding the purpose and nature of the LEAD Evaluation process, the elements of the LEAD Evaluation, and the procedures for conducting the LEAD Evaluation, the responsibilities of the individuals involved, and the steps for redress.

10 - 2 - 3 The LEAD Fairness Guide is not a negotiated document. A failure to follow any of the requirements in the LEAD Fairness Guide is grievable up to Level 2, but not Level 3.

10 - 3 Evaluation Procedures:

10 - 3 - 1 Bargaining unit members will be evaluated every year.

10 - 3 - 2 Beginning-of-Year Meetings. Evaluators will meet at the start of the year with the evaluatee to discuss the individual context, benchmarks and focus for professional practices, and LEAD goals for student performance.

10 - 3 - 2 - 1 The evaluator and Principal or Assistant Principal will come to consensus on the body of evidence, including the benchmarks, the specific data, and evidence as defined by the LEAD Framework that will be used to rate professional practices and the measures utilized for each LEAD goal.

10 - 3 - 2 - 2 If consensus cannot be reached regarding LEAD goals, then the Evaluator and Evaluee will each select one to two LEAD goals. The Evaluator and Evaluee will each provide a rationale for the LEAD goals that they selected.

10 - 3 - 2 - 3 If consensus cannot be reached on the BOE for the professional practices, then the evaluator will have final decision making and will be asked to provide a rationale.

10 - 3 - 3 Mid-Year Meetings. Evaluators will meet with evaluatee for a mid-year conversation to discuss current areas of employee strengths and opportunities for growth, current progress toward school and/or individual goals, and to review the body of evidence, including the benchmarks and evidence as

defined by the LEAD Framework or LEAD goals and update as necessary. The same process for reaching consensus regarding the body of evidence and goals outlined in 11-3-2 will be used in mid-year conversations.

10 - 3 - 3 - 1 During the Mid-year conversation the evaluator will provide draft ratings for each professional practice competency 24 hours prior to the mid-year meeting.

10 - 3 - 3 - 2 During the mid-year conversation the evaluator will provide specific feedback and action steps for each professional practice competency in alignment with the evidence from the framework.

10 - 3 - 3 - 3 Mid-Year meeting scores are not final evaluation scores and should only be used as a touchpoint for current performance. In an effort to ensure growth and effectiveness, evaluators will provide transparent, actionable and measurable next steps for the evaluatee to be able to grow in performance.

10 - 3 - 3 - 4 Evaluators must inform evaluatee of performance concerns prior to placing the evaluatee on a Performance Improvement Plan (PIP).

10 - 3 - 4 End-of-Year meetings. Evaluators will meet with evaluatee for an end-of-year conversation to discuss the evaluation for the current school year: areas of employee strengths and opportunities for growth in the following year, progress toward school and/or individual goals, and to review the body of evidence, including the benchmarks and evidence as defined by the LEAD Framework or LEAD goals for final evaluation rating.

10 - 3 - 4 - 1 During the end-of-year conversation the evaluator will provide ratings for each professional practice competency 24 hours prior to the end-of-year meeting.

10 - 3 - 4 - 2 During the end-of-year conversation the evaluator will provide specific feedback and action steps for each professional practice competency in alignment with the evidence from the framework.

10 - 4 Performance Improvement Plan:

10 - 4 - 1 If a performance concern is identified at any point during the evaluation period, evaluators may place a evaluatee on a performance improvement plan (PIP) to address these concerns. If the bargaining unit members are at risk of dismissal or being non-renewed, the PIP cannot be implemented after March 1 of each year.

10 - 4 - 2 The evaluator should consider a body of evidence to determine whether, performance concerns exist. The extent and types of evidence considered in the body of evidence are left to the discretion of the evaluator.

10 - 4 - 2 - 1 The evaluator may consider a body of evidence grounded in the LEAD framework or lack of progress on agreed upon measures to determine whether performance concerns exist.

10 - 4 - 3 The plan shall last a minimum of thirty (30) school days and a maximum of ninety (90) school days.

10 - 4 - 3 - 1 If the evaluatee goes on an extended leave during the period of the plan, the days on the plan completed prior to leave will be counted and the plan will continue upon the return of the evaluatee to active service.

10 - 4 - 4 The plan will set expectations for necessary growth and include the support that will be provided to the evaluatee during the plan.

10 - 4 - 5 Before implementation of the Plan, the Growth and Performance Team will review the components of the plan to ensure that it is aligned to the LEAD Fairness Guide.

10 - 4 - 6 At the conclusion of the Plan, the evaluator shall determine whether the evaluatee has met the expectations of the plan and decide whether or not the plan will be extended.

10 - 4 - 7 The evaluator may consider any evidence provided by the evaluatee prior to the conclusion of the plan.

10 - 4 - 8 If the evaluatee does not meet all the expectations on the plan and the plan is not extended, the evaluatee may be recommended for dismissal for unsatisfactory performance.

10 - 5 Redress

10 - 5 - 1 Principals, Assistant Principals, Deans of Instruction or Deans of Culture may seek review of a LEAD end-of-year rating through the redress process.

10 - 5 - 2 In accordance with procedures established by the District, a bargaining unit member can access the redress process for one of the following reasons only:

10 - 5 - 2 - 1 They believe there has been a computational error in the way the rating was determined; and/or

10 - 5 - 2 - 2 They believe that the evaluator's assignment of a final rating of not meeting was not reasonable in light of the body of evidence.

10 - 5 - 2 - 2 - 1 In the event that there is a finding that a grievance of the evaluation process is valid and significant errors of process occurred the affected member will be eligible for redress of the ratings.

10 - 5 - 3 Before requesting a Level One review, the bargaining unit member must discuss the concern with their evaluator and attempt to resolve any issues during the evaluation window. The Principal or Assistant Principal may request support from the Chief of Schools or designee to facilitate the discussion and attempt to resolve any issues. Similarly, a Dean of Instruction or Dean of Culture may request support from the Collaborative Director for issue resolution.

10 - 5 - 4 Bargaining unit members will have the opportunity to engage in two levels of redress review:

10 - 5 - 4 - 1 Level One

10 - 5 - 4 - 1 - 1 The District will identify a facilitator(s) designated by the Department of Human Resources to oversee Level One of the redress review. The facilitator shall have prior experience with the District's school leader growth and performance system. The facilitator will receive annual training on LEAD and his/her role as neutral facilitator. The facilitator will facilitate a conversation

between the evaluatee and the appropriate Evaluator in an attempt to reach a mutually agreeable resolution. The facilitator will listen, ask questions, and review the evidence presented and will provide a recommendation and considerations on the outcome to the Evaluator.

10 - 5 - 4 - 2 Level Two

10 - 5 - 4 - 2 - 1 If the bargaining unit member is not satisfied with the resolution at Level One, they may submit a request for review to the Chief Human Resources Officer (CHRO) or designee.

10 - 6 LEAD Evaluation Collaborative Committee

10- 6 - 1 Purpose. The purpose of the LEAD Evaluation Collaboration Committee is to ensure that LEAD is administered according to this Agreement and to enable collaboration and joint decision-making where possible in the development, implementation and evaluation of the growth and performance systems for bargaining unit members.

10 - 6 - 2 Composition. The Committee shall be made of ten (10) members. The Committee shall have equal District and union representation. Union representation shall be appointed by the Union. The parties may agree to alter the number of members by mutual consent.

10 - 6 - 2 - 1 The Committee may designate a subcommittee consisting of equal number of representatives to review the Leader of Others supports for Dean of Instruction and Deans of Culture.

10 - 6 - 3 List of Duties.

10 - 6 - 3 - 1 Review and revise LEAD procedures;

10 - 6 - 3 - 2 Review LEAD training processes, including calibration and certification processes;

10 - 6 - 3 - 3 Review the multiple measures;

10 - 6 - 3 - 4 Review the methods for calculation of measures of student learning in LEAD;

10 - 6 - 3 - 5 Review a yearly summary of concerns raised to the Growth and Performance team to inform changes to the district practice and/or policy;

10 - 6 - 3 - 6 Review appropriate feedback mechanisms for evaluators;

10 - 6 - 3 - 7 Review evaluation frameworks as needed

10 - 6 - 3 - 8 Review and revise the LEAD Fairness Guide.

10 - 6 - 4 Frequency of Meetings. The LEAD Committee shall meet quarterly but may meet more frequently if mutually agreed upon.

10 - 6 - 5 Decision Making. The Committee shall have the ability to make changes to LEAD by consensus. If consensus is not reached, the matter shall go to the Superintendent to decide.

ARTICLE 11: Work Year

The District and the Association both recognize that supervisors play a vital role as instructional leaders and pedagogical heads of schools and are responsible for ensuring the presence of appropriate supervisory coverage when students are present.

11 - 1 Work Year

11 - 1 - 1 Principals

11 - 1 - 1 - 1 High School Principals will be on the 233 work-year calendar. High School Principals will receive 12 sick days per school year.

11 - 1- 1- 2 Effective July 1, 2021, ECE-8, K-8, and Middle School Principals will be on the 223 work-year calendar. ECE-8, K-8, and Middle School Principals will receive 11 sick days per school year.

11 - 1 - 1 - 3 Elementary Principals will be on the 215 day work-year calendar. Elementary School Principals will receive 11 sick days per school year.

11 - 1- 2 Assistant Principals

11 - 1- 2 - 1 Assistant Principals and Residents will continue to be on the 215 work-year calendar. Assistant Principals and Residents will receive 11 sick days per school year.

11 - 1- 3 Lead Partners

11 - 1 - 3 - 1 Lead Partners will continue to be on the 235 work-year calendar. Lead Partners will receive 12 sick days per school year.

11 - 1 - 4 Deans of Instruction and Deans of Culture

11 - 1 - 4 - 1 Deans of Instruction and Deans of Culture will be on the 215 work year calendar. Deans of Culture and Deans of Instruction will receive 11 sick days per year.

11 - 1 - 5 Work Calendar

11 - 1 - 5 - 1 The District will publish and make available all DSLA bargaining unit member traditional work year calendars no later than April 15 for the following school year.

11 - 2 Required Trainings and Professional Learning

11 - 2- 1 On or before April 1st each year, DPS will collaborate with DSLA and publish a comprehensive calendar that identifies required school-based summer meetings, training, and other major administrative, operational, and instructional programming for the following school year. This includes all June and July Leadership Weeks, Collaborative Meetings, and Principal Quarterly Meetings.

11 - 2 - 1 - 1 Additional meetings, including Instructional Rounds, MINEs Meetings, and any other meetings that require principals to leave their buildings or complete synchronously, should be added to the comprehensive calendar no later than July leadership week.

11 - 2- 2 If District initiated changes are needed to the approved calendar, the District will consult with DSLA or CLT as appropriate for any revisions. Changes to scheduled meetings must be communicated to leaders least one week in advance of the affected event or meeting except in cases of emergency.

ARTICLE 12: Compensation and Benefits

12 - 1 Salary Setting for Current and New Employees

12 - 1 - 1 Principal and Assistant Principal salaries will be determined by leader role, school level and years of experience. A maximum of twenty (20) years of experience credit will be applied. After the initial financial agreement for Deans of Instruction and Deans of Culture in August of 2023, the salaries of Deans of Instruction and Deans of Culture will be determined by their role, education level, and years of experience.

12 - 1 - 2 Lead Partner and IMO position salaries will be determined by the average Principal and Assistant Principal rate of pay, school level and years of experience.

12 - 1 - 3 Principal Residents are paid at the appropriate Assistant Principal level.

12 - 1 - 4 Interim roles are paid at the appropriate position level.

12 - 1 - 5 Obtaining a doctorate equals one step change with a cap at Step 20. It is the employee's responsibility to initiate a request for a step advancement with the Department of Human Resources.

12 - 2 Stipends

12 - 2 - 1 Stipends are one-time payments, non-base building, paid in June of each year. The Parties acknowledge that the following stipends are compensation for services rendered within the scope of their employment.

12 - 2 - 1 - 1 Enrollment: Based upon student enrollment, Principals will receive:

Greater than 750 students:	$3,000
Greater than 1,000 students:	$5,000
Greater than 1,500 students:	$7,500

Greater than 2,000 students: $10, 000

12 - 2 - 1 - 2 Enrollment: Based upon student enrollment, Assistant Principals will receive:

Greater than 750 students:	$1,500
Greater than 1,000 students:	$2,500
Greater than 1,500 students:	$3,750
Greater than 2,000 students:	$5,000

12 - 2 - 1 - 3 Title I:

Principal:	$5,000
Assistant Principal:	$3,000
Deans of Instruction	$2,000
Deans of Culture	$2,000

12 - 2 - 1 - 4 A "single site administrator", defined as a principal in a school without any Assistant Principals, will receive $2,500.

12 - 2 - 2 Schools with a non-traditional leadership model receive a pool of incentive funds equivalent to what a school using a traditional leadership model receives. The pool is divided among eligible participants according to the leadership model in place at the school.

12 - 3 Benefits

12 - 3 - 1 Benefits Allowance. Eligible bargaining unit members hired on or after July 1, 2017 will earn three hundred and forty-three ($343) in benefit credits per month if they enroll in one of the District's major medical plans. Bargaining unit members working less than full-time will receive the benefit credits prorated by their full-time equivalency (FTE).

12 - 3 - 1 - 1 Eligible bargaining unit members hired before July 1, 2017 will continue to earn three hundred and forty-three ($343) in benefit credits per month prorated by their FTE if they enroll in one of the District's major medical plans or be eligible to receive three hundred and forty-three ($343) in benefit credits if they waive medical coverage.

12 - 3 - 2 Benefits Board. The District's benefits program is overseen by the Benefits Board which is comprised of District representatives and representatives from all employee associations. The Benefits Board regularly reviews and approves changes to the District's benefits program, and evaluates the program to ensure the District is providing benefits in a cost-effective manner.

12 - 3 - 2 - 1 Effective July 1, 2021, DSLA will have one (1) representative at the Benefits Board selected by the Union. The representative will serve a three-year term, and shall be appointed by the union.

ARTICLE 13: Retirement & Early Retirement

13 - 1 Early Notification of Retirement. Any bargaining unit member who is eligible for retirement benefits and submits a retirement request effective at the end of the school year for action by the Board at its April legislative meeting shall be eligible for a severance pay stipend of One Thousand, Two Hundred Dollars ($1,200.00) payable at the time of retirement. The application deadline is February 1. The Association and District may mutually agree to extend this date in extenuating circumstances. This distinction between bargaining unit members does not establish a precedent for either party in future discussions of benefits or incentives.

13 - 2 Compensation for Unused Sick Leave: Bargaining unit members in good standing, defined as those not resigning in lieu of termination or terminated from employment, who are eligible for Colorado PERA retirement at the time they terminate employment with DPS may receive a payout of their accrued sick time. If a bargaining unit member is retiring from DPS but not through Colorado PERA, the bargaining unit member will need to notify the Office of Talent prior to their retirement date and provide the Office of Talent with a letter from Colorado PERA that reflects that they are eligible to retire through Colorado PERA. Bargaining unit members will be compensated for accrued sick leave at the rate of their current annual salary x .0015 for each day (one day = 8 hours of sick leave) of accrued sick leave. Days paid out shall not exceed the work year.

ARTICLE 14: Appointment, Transfer and Reassignment

14 - 1 General Appointments:

14 - 1 - 1 Principal and Assistant Principal Pool Selections: Principals and Assistant Principals may participate on the selection interview panel for Principal and Assistant Principal Pool candidates by signing up for an interview slot. A copy of the Pool sign-ups will be sent to the president of DSLA.

14 - 1 - 2 School Principal Selection. At least one principal from the collaborative will participate in the interview selection process for principals.

14 - 2 Bargaining Unit Member Reduction in Force

14 - 2 - 1 In the event that a reduction in an Assistant Principal position is necessary, the following procedures apply:

14- 2 - 1 - 1 The Assistant Principal shall be given thirty (30) days written notice.

14 - 2 - 1 -2 The Assistant Principal will be given an opportunity to interview for a total of two (2) open Assistant Principal positions to which they applied.

14 - 2 - 1 - 3 If reduced during their annual contract year and if hired to another role within the district, the reduced Assistant Principal will be compensated according to the new role.

14 - 2 - 2 In the event that a reduction during their annual contract year in a Principal position is necessary and the reduced Principal is subsequently hired to another role within the district, the reduced Principal will be compensated according to the new role.

14 - 2 - 3 Deans of Instruction and Deans of Culture

14 - 2 - 3 - 1 In the event that a reduction in the Dean of Instruction and/or Dean of Culture position is necessary, the employee will be given thirty (30) days written notice.

14 - 2 - 3 -2 If reduced during their annual contract year and if hired to another role within the district, the reduced Dean of Instruction or Dean of Culture will be compensated according to the new role.

14 - 3 Determination of the need for a reduction of a bargaining unit position should follow the same general timeline for the reduction of all school based staff as determined by the DPS Office of Talent.

14-4 At the time of the reduction, eligible bargaining unit members will be provided with notice of the obligation to secure a mutual consent assignment as well as information

about the staffing process as required by law. Eligible bargaining unit members, whose positions are reduced, will have the option of participating in resume-writing workshops, interview training and/or other supports provided by the District.

14 - 5 Transfers of Leaders

14 - 5 - 1 School leaders must be notified at least 10 days in advance of the effective date of transfer, unless otherwise agreed by the District and bargaining unit member, of any intent to transfer them to a different position.

14 - 5 - 2 Transfers should be based on organizational needs, professional development opportunities, strategic realignment, or as otherwise provided by law.

14 - 5 - 3 The transferred leader will be compensated at their same pay rate for up to 90 days or through the end of the semester in which the transfer occurs, whichever is greater, unless the new position pays at a higher rate.

ARTICLE 15: Work Stoppage

15 - 1 DSLA and its respective officers or representatives will not threaten, facilitate, support, or cause an employee: strike; work stoppage, work slowdown, group sick out; mass absenteeism, or any action that disrupts the day-to-day functioning of the District or school(s). Breach of such agreement shall result in the immediate termination of any agreement between DSLA and the Board and shall further result in the withdrawal of recognition of the association as the collective bargaining representative.

15 - 2 No employee covered by Article 1-1 (Recognition Clause) shall threaten, facilitate, support, or cause: strike; work stoppage, work slowdown, group sick out; mass absenteeism, or any action that disrupts the day-to-day functioning of the District or school(s). Such action may result in disciplinary action, up to and including, discharge.

15 - 3 Bargaining unit members may support other employee groups should they strike in ways such as through words of support (written or verbal), or by providing water/food for striking individuals, so long as such actions do not create further disruption or work stoppage as contemplated in Article 16.

ARTICLE 16: Leave

16 - 1 Extended Family and Medical Leave

16 - 1 - 1 Definition of Extended Family Leave: Bargaining unit members are eligible for a leave of absence of up to one (1) calendar year, without pay or

increment, provided all eligibility requirements are met for leave under Family and Medical Leave Act (FMLA).

16 - 1 - 2 A bargaining unit member will be required to use any accrued and available sick and personal balances as part of their extended family and medical leave. After the exhaustion of accrued sick or personal balances, a bargaining unit member may continue with the extended leave as an unpaid leave.

16 - 1 - 3 Bargaining unit members who are eligible for coverage under the Family and Medical Leave Act may be eligible for Extended Family and Medical Leave.

16 - 1 - 4 The bargaining unit member will remain in their respective job classification in their school while on extended leave. The bargaining unit member's position with the district shall be held for one (1) calendar year only.

16 - 2 Coverage for a Principal or Assistant Principal on Leave

16 - 2- 1 The process for hiring an interim Principal or Assistant Principal to provide coverage to the school shall be:

16 - 2 - 1 - 1 In the case of a Principal going on leave as outlined above, the Deputy Superintendent of Schools (or designee such as Principal Supervisor) will discuss and confer with the Principal on the hiring of an interim role (if any), prior to making a final hiring decision, unless there are extenuating circumstances.

16 - 2 - 1 - 2 In the case of an Assistant Principal going on leave as outlined above, the Principal will discuss and confer with the Assistant Principal on the hiring of an interim role (if any), prior to making a hiring decision, unless there are extenuating circumstances. The Deputy Superintendent of Schools (or designee) must approve the decision to hire or not hire an interim Assistant Principal, and the individual selected/hired to any interim Assistant Principal role, prior to any final hiring decision being made.

16 - 3 Sick Leave

16- 3 - 1 Sick days each year which will accrue consistent with the DSLA work year calendars. These sick days may be used for the purposes outlined in the DPS Employment Practices Manual.

16 - 3 - 2 Sick leave may be used in increments as small as one half hour (.5 hours or 30 minutes).

16 - 3 - 3 A bargaining unit member who is absent for three (3) or more days will trigger obligations under FMLA and will be required to provide medical documentation. If a supervisor has a reasonable suspicion that a bargaining unit member is abusing sick days, the supervisor may ask that the bargaining unit member provide medical documentation regardless of the number of days absent.

16 - 3 - 4 Unused sick leave shall be accumulated from year to year.

16 - 3 - 5 In the event that a bargaining unit member wishes to supplement their Temporary Total Disability payments provided by workers' compensation, they may use accrued and available sick leave or personal leave balances to do so, up to their average full compensation.

16 - 4 Personal Leave

16 - 4 - 1 Bargaining unit members will be provided with four (4) personal leave days each work year. Personal leave may be used for the purposes outlined in the DPS Employment Practice Manual. Personal leave will be converted to sick leave at the end of each school year in accordance with DPS policy.

16 - 4 - 2 Personal leave may be used in increments as small as one half hour (.5 hours or 30 minutes).

16 - 4 - 3 If a bargaining unit member's request for personal leave is not approved, a specific reason will be provided in writing by the Collaborative Director (in the case of Principals taking personal leave) or Principal (in the case of Assistant Principals, Dean of Instruction or Dean of Culture).

16 - 5 General Leave

16 - 5 - 1 Bargaining unit member may be granted leave of absence without pay, increment, or benefits when such bargaining unit member identifies circumstances, which may require an extended absence from the District.

16 - 5 - 2 A reasonable basis for general leave not covered by other leave of absence provisions must be provided during the time of application. Reasons for a general leave of absence could include, but are not limited to, the following: leave granted for professional study, action program service (e.g. Peace Corp), elected office, work on publications, leave granted for travel combined with study, and leave granted for any other reasons which, in the opinion of the

Superintendent, will improve instruction in the Denver Public Schools or will improve the efficiency of an administrator.

16 - 5 - 3 Applications for general leave of absence must be filed by the date established by the Department of Human Resources for making such an application.

16 - 5 - 4 General leave of absence will be for one (1) semester or one (1) school year. Return from such leave can be only at the beginning of a semester.

16 - 5 - 5 A bargaining unit member will remain as part of their school staff while on leave. In no case will the bargaining unit member position with the District be held for more than one (1) year.

ARTICLE 17: Central Office Supports

17 - 1 Customer Service Survey. Customer Service Survey is the District's annual school leader confidential survey, designed to provide leaders, their teams and the District as a whole with feedback to help us grow and improve. Annually, within a reasonable time after the results are gathered, the District and DSLA representatives will review the customer service survey results completed by Principals and Assistant Principals. To the extent permitted by federal and state law, the District will review (not release) the raw data from the survey results with the DSLA representatives, with names and identifying information redacted. The District and Union will utilize the feedback received from the customer service survey to engage in discussions and collaboration intended to improve in work practices to better serve our schools and students.

17 - 2 Selection of Principal Supervisor. As a part of the hiring process for an individual to a role of Collaborative Director or Operational Service Director, the DSLA may designate two school leaders from the collaborative(s) to participate as panel members in the interview process. The Superintendent or designee will consider the input from the two school leaders prior to making a final hiring decision To the greatest extent possible, this provision will apply to the hiring of interim roles.

ARTICLE 18: Collaborative Committees

18 - 1 Superintendent and DSLA Leadership

18 - 1 - 1 The Superintendent and the Deputy Superintendent of Schools (or designee), will meet with the President of the Union and at least one additional DSLA officer, to discuss matters of mutual concern, including Black Excellence Plan implementation/collaboration, communication strategies for school leaders,

discipline and safety, and central support to schools. Such meetings will be once per month except by mutual agreement.

18 - 1 - 2 Principal Advisory Committee. Should the Superintendent elect to have a Principal Advisory Committee, DSLA shall have the opportunity to designate at least fifty percent (50%) of the Principals that participate in the Principal Advisory Committee.

18 - 2 Collaboration with District Leadership and Central Departments

18 - 2 - 1 When the District includes Principal or Assistant Principal participation in any task force, committee or work group, DSLA shall have the opportunity to identify at least fifty percent (50%) of the Principals or Assistant Principals that participate.

18 - 2 - 2 When the District seeks to include union representation from all bargaining units on new District-wide committees, DSLA shall have the right to participate.

18 - 2 - 3 If DSLA is not included in a task force, committee, or work group, DSLA leadership may request to be included, or will be provided with a reason for not being included. DSLA may raise concerns regarding the exclusion in committees in their meeting with the Superintendent as outlined in Article 18 - 1- 1, or in collaboration with the Labor Relations Director.

Article 18 - 2 does not apply to Board of Education led or created task forces, committees or work groups.

18 - 3 Collaborative Leadership Team

18 - 3 - 1 Each Collaborative will have a Collaborative Leadership Team (CLT). The CLT will consist of up to six (6) principals/assistant principals from different schools, the principal supervisor, and up to two (2) principal supervisor designees. Each CLT will have a minimum of two (2) principals and one (1) assistant principal. The principal and assistant principal in each of the CLTs will be elected by the principals and assistant principals of each Collaborative.

18 - 3 - 2 The CLT will strive to make decisions by consensus. A consensus is either a unanimous decision or a majority decision that the entire CLT, including the dissenters, will support. If the CLT is unable to reach a decision by consensus, the Superintendent or designee shall make an impasse decision.

18 - 3 - 3 The decision or results of the CLT shall not be grievable.

18 - 3 - 4 The CLT will meet monthly, at minimum, and their responsibilities shall include:

18 - 3 - 4 - 1 Collaboratively develop priority areas.

18 - 3 - 4 - 2 Collaboratively respond to specific concerns, crises, issues, and events in their respective organization structure.

18 - 3 - 4 - 3 Collaboratively design and implement school choice priorities and plans.

18 - 3 - 4 - 4 Review data and collaborate in the development of the regional instructional focus as it aligns to the District Unified Improvement plan, school dashboards, school programming (including operational and instructional), and regional-needs.

18 - 3 - 4 - 5 Identify and support in the design of supports needed to implement high quality instructional programming.

18 - 3 - 4 - 6 Review and collaborate on the design of the professional development plan, including central instructional supports needed

18 - 3 - 4 - 7 Collaborate on parent and community communications to support partnerships within the community

18 - 3 - 4 - 8 Collaborate on the timing, scheduling, content and cadence of CLT meetings. This does not prevent a principal supervisor from including other content items, or from holding ad hoc regional meetings as needs arise.

18 - 3 - 5 If a Collaborative is unable to secure principal or assistant principal participants or encounters challenges that prevent consistent meetings throughout the school year, these circumstances shall not be held against the District or impede the District's ability to fulfill the responsibilities listed above.

18 - 4 Agreement Review Committee

18 - 4 - 1 The Agreement Review Committee (ARC) shall be made up of no more than four (4) DSLA representatives and four (4) District representatives. The District or the Union may bring additional people as needed, with advance notification to the other party. The ARC is a forum for raising and reviewing issues associated with implementing the terms of this Agreement.

18 - 4 - 2 The ARC shall meet in person or virtually (as determined by the committee) once per quarter during the school year at a time mutually agreed-upon, unless both parties agree to meet more frequently. A DSLA and District designee will meet in person or virtually at a time mutually agreed upon prior to each ARC meeting to identify and discuss agenda items.

18 - 4 - 3 The ARC shall review current DPS collective bargaining agreements to identify the impact on the administrative or instructional programs of schools or units for whom bargaining unit members serve as a direct supervisor, including substantial or material impacts on the working conditions of bargaining unit members.

18 - 5 School Dashboard, Redesign, Restart and Closures

18 - 5 - 1 The Superintendent or designee(s) and the Union President shall meet annually in the fall after the School Performance Framework (including the state SPF, and the DPS Dashboard) is released to discuss the schools that may be eligible for redesign, closure, or restart. While the Board of Education has the final authority, the Board of Education values a decision-making process which includes input from Principals and Assistant Principals. DSLA and the District will discuss timelines for decision-making and options regarding restart or closure, as well as the prioritization of support and community-driven processes.

ARTICLE 19: Evaluation of Schools

19 - 1 If the District convenes a committee/work group to discuss the public dashboard referenced in the SPF Resolution, Principal and Assistant Principal participation will be included. DSLA will select fifty percent (50%) of the Principals and Assistant Principals that participate.

19 - 2 The district will provide to DSLA a list of schools who have been identified for Tiered support either from the state or district, the rationale for the designation, the structure, supports and timelines being provided.

ARTICLE 20: Union Staff

20 - 1 Union Staff: Upon the request from the Union the District agrees to grant an unpaid leave of absence in one-year increments to the Union President for the purpose of engaging in union business.

20 - 1 - 1 Upon the conclusion of the leave and at The Union President's request, the District will grant The Union President the opportunity to interview for a Principal or Assistant Principal position provided such a position is open.

20 - 1 - 2 Upon the conclusion of the leave and if The Union President secures a position immediately following the conclusion of the leave, The Union President will be considered as if actively employed by the District during the leave, and will be placed on the salary schedule at the level the Association President would have achieved if the Association President had remained actively employed during the period of absence.

20 - 1 - 3 By February 28 of each year, DSLA will inform the District whether The Union President will remain on an unpaid leave of absence for the following school year for the purpose of engaging in union business.

20 - 1 - 4 No later than December 31, 2024, The Parties will develop a Memorandum of Understanding regarding the development of the Leader Coach position for implementation starting in 2025-26 school year.

ARTICLE 21: Professional Growth

21 - 1 Professional Growth Plan: At the Principal/Assistant Principal's Beginning of Year LEAD conversation, Principals/Assistant Principals will collaborate with their Principal Supervisor (or Principal, in the case of Assistant Principals) to develop a plan for Professional Growth that aligns with the mutually agreed upon LEAD goals. The Professional Growth Plan is intended to drive professional growth & support, and not intended to be utilized for evaluative purposes. The Principal and Assistant Principal and Principal Supervisor (or Principal, in the case of Assistant Principals) will reach consensus on the areas for professional growth, and the plan for aligning support, coaching, and professional learning opportunities to support the focus growth areas. This plan can include district training, outside training, conferences, workshops, peer-to-peer learning and other learning opportunities, and executive coaching supports. This plan will be amended through mutual consensus throughout the LEAD evaluation year including beginning of the year, mid-year, and end of year conversations. This article is not subject to Article 7 - Grievance Procedure.

21 - 2 Principals and Assistant Principals may attend, without loss of salary, professional conferences, workshops, institutes, and other educationally related activities for a maximum of three (3) work days per work year calendar without approval. Anything beyond the three days must be pre-approved by the Principal Supervisor (or Principal in the case of an Assistant Principal).

21 - 3 Different non-evaluative Coach: A Principal or Assistant Principal may submit a request for a different coach to the Deputy Superintendent of Schools or designee. The Deputy Superintendent or designee will meet with the Principal before making a final decision. A Principal or Assistant Principal may not request a different evaluator.

21 - 4 Three (3) DSLA representatives will meet quarterly with the Office of Schools to discuss district-wide professional learning experiences for Principals and Assistant Principals, including professional learning experiences during Leadership Week.

21 - 5 The DSLA shall be afforded the opportunity to review the proposed Dean of Culture Certification Program, specifically designed for new hires without a Bachelor's Degree, and to provide feedback prior to its implementation. Additionally, following the certifications launch, the DSLA will have the opportunity to provide feedback through the Agreement Review Committee.

2024-2025 Financial Agreement

- Effective July 16, 2024, a 4.5% increase will be applied to the salary schedule. Bargaining unit members will be eligible to advance one step, consistent with the Salary Schedule, if they received an approaching or better rating on their end-of-year evaluation rating in the previous year.
- All bargaining unit members will receive a one-time, non-base building payment, for effort and additional duties related to the unique work of school leaders, of $1,000, paid out in July of 2024, for all leaders who worked during the 2023-24 school year and remained active through the end of the 2023-24 work year. This amount shall be prorated based on FTE worked during the 2023-24 school year.
- All bargaining unit members who have completed 5 years of continuous service at their current school will receive a one-time, non-base building payment of $1,000, paid out in July of 2024, for eligible leaders who worked during the 2023-24 school year and remained active through the end of the 2023-24 work year. This amount shall be prorated based on FTE worked during the 2023-24 school year.

2025-2026 Financial Agreement

Effective July 16, 2025, Bargaining unit members are eligible to advance one step, consistent with the Salary Schedule, if they receive an approaching or better rating on their end-of-year evaluation rating in the previous year so long as the percent increase in compensation for all bargaining unit members will be equal or less than the percent growth provided as a Cost of Living Adjustment (COLA) in the School Finance Act, assuming the Per Pupil funding provided to Denver Public Schools through the Colorado School Finance Act grows by at least the COLA increase. If the percentage increase in COLA in the School Finance Act, and the overall percent growth provided in per student funding in the School Finance Act is greater than the percentage increase of advancing a step for the Association, the difference between the COLA percentage and the percentage cost of a step will be applied as an increase percentage to the salary table so that the increase to the compensation table will be equal to the COLA percentage minus percentage cost of steps.

2026-2027 Financial Agreement

Effective July 16, 2026, Bargaining unit members are eligible to advance one step, consistent with the Salary Schedule, if they receive an approaching or better rating on their end-of-year evaluation rating in the previous year so long as the percent increase in compensation for all bargaining unit members will be equal or less than the percent growth provided as a Cost of Living Adjustment (COLA) in the School Finance Act, assuming the Per Pupil funding provided to Denver Public Schools through the School Finance Act grows by at least the COLA increase. If the percentage increase in COLA in the School Finance Act, and the overall percent growth provided in per student funding in the School Finance Act is greater than the percentage increase of advancing a step for the Association, the difference between the COLA percentage and the percentage cost of a step will be applied as an increase percentage to the salary table so that the increase to the compensation table will be equal to the COLA percentage minus percentage cost of steps.

School Leader Grade & Step Schedule

2024-25 School Year - Annual Rates

Assistant Principal Schedule

Step	Elementary	ECE-8	Middle	High
1	$96,573	$98,257	$98,257	$101,064
2	$98,758	$100,481	$100,481	$103,351
3	$100,944	$102,705	$102,705	$105,639
4	$103,129	$104,928	$104,928	$107,926
5	$105,315	$107,152	$107,152	$110,213
6	$107,501	$109,376	$109,376	$112,500
7	$109,686	$111,599	$111,599	$114,787
8	$111,872	$113,823	$113,823	$117,075
9	$114,057	$116,047	$116,047	$119,362
10	$116,243	$118,271	$118,271	$121,649
11	$118,429	$120,494	$120,494	$123,936
12	$120,614	$122,718	$122,718	$126,224
13	$122,800	$124,942	$124,942	$128,511
14	$124,985	$127,165	$127,165	$130,798
15	$127,171	$129,389	$129,389	$133,085
16	$129,356	$131,613	$131,613	$135,373
17	$131,542	$133,837	$133,837	$137,660
18	$133,728	$136,060	$136,060	$139,947
19	$135,913	$138,284	$138,284	$142,234
20	$138,099	$140,508	$140,508	$144,522

Principal Schedule

Step	Elementary	ECE-8	Middle	High
1	$112,295	$116,225	$116,225	$133,067
2	$114,836	$118,855	$118,855	$136,079
3	$117,377	$121,486	$121,486	$139,090
4	$119,919	$124,116	$124,116	$142,102
5	$122,460	$126,746	$126,746	$145,113
6	$125,002	$129,377	$129,377	$148,125
7	$127,543	$132,007	$132,007	$151,136
8	$130,085	$134,637	$134,637	$154,148
9	$132,626	$137,268	$137,268	$157,159
10	$135,167	$139,898	$139,898	$160,171
11	$137,709	$142,528	$142,528	$163,182
12	$140,250	$145,159	$145,159	$166,194
13	$142,792	$147,789	$147,789	$169,205
14	$145,333	$150,419	$150,419	$172,217
15	$147,874	$153,050	$153,050	$175,228
16	$150,416	$155,680	$155,680	$178,240
17	$152,957	$158,311	$158,311	$181,251
18	$155,499	$160,941	$160,941	$184,263
19	$158,040	$163,571	$163,571	$187,275
20	$160,581	$166,202	$166,202	$190,286

Deans Grade & Step Schedule

2024-25 School Year - Annual Rates

Dean of Culture Schedule

Step	HS Diploma + Cert	Bachelor's	Master's
1	$66,884	$70,228	$73,740
2	$68,398	$71,817	$75,408
3	$69,911	$73,406	$77,077
4	$71,425	$74,995	$78,747
5	$72,938	$76,586	$80,415
6	$74,452	$78,176	$82,084
7	$75,966	$79,765	$83,752
8	$77,479	$81,354	$85,422
9	$78,993	$82,944	$87,090
10	$80,508	$84,533	$88,759
11	$82,022	$86,122	$90,427
12	$83,535	$87,711	$92,097
13	$85,049	$89,301	$93,766
14	$86,562	$90,890	$95,434
15	$88,076	$92,479	$97,103
16	$89,590	$94,069	$98,773
17	$91,103	$95,658	$100,441
18	$92,617	$97,247	$102,110
19	$94,130	$98,836	$103,778
20	$95,644	$100,426	$105,448

Dean of Instruction Schedule

Step	Bachelor's	Master's
1	$75,658	$79,440
2	$77,369	$81,239
3	$79,082	$83,036
4	$80,794	$84,834
5	$82,507	$86,631
6	$84,218	$88,430
7	$85,931	$90,228
8	$87,643	$92,025
9	$89,356	$93,823
10	$91,067	$95,622
11	$92,780	$97,419
12	$94,492	$99,216
13	$96,205	$101,014
14	$97,916	$102,813
15	$99,629	$104,610
16	$101,341	$106,408
17	$103,054	$108,207
18	$104,765	$110,004
19	$106,478	$111,802
20	$108,190	$113,599