

Master Agreement

Between

School District No. 1 in the

City and County of Denver, State of Colorado

And

Denver School Leader Association

July 1, 2021 - June 30, 2024



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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 (“DSLAs” or “Union,”) as the collective bargaining representative of the following job classifications:

Assistant Principal, ECE-8	Assistant Principal, Middle School
Assistant Principal, High School	IMO Executive Principal
IMO Assistant Principal, Middle School	Principal Resident/LTL, Elementary
IMO Principal, Middle School	Principal, ECE-8
Principal Resident/LTL, High School	Principal Resident/LTL, ECE-8 or EEC
Principal Resident/LTL, Middle School	Lead Partner
Principal, Elementary	Principal, Elementary Interim
Principal, High School	Principal, High School Engagement Center
Principal, High School Interim	Principal, High School Succession Plan
Assistant Principal, 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” and “Principal and Assistant Principal” 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 Master Agreement. Principals on Special Assignment (POSAs) are not covered by this 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 Instructional Superintendent, Regional Instructional Superintendent (RIS), Regional Assistant to the Instructional Superintendent (RAIS), or 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 Principals and Assistant Principals 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 Principals and Assistant Principals 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 Principal or Assistant Principal 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 Principals and Assistant Principals 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 Principals and Assistant Principals

- 4 - 1 A Principal or Assistant Principal 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 Superintendent, the Office of Family and Community Engagement, Department of 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 of Principals and Assistant Principals: 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 Principals and Assistant Principals. The District will comply with all other provisions outlined in the statute.
- 4 - 4 Principals and Assistant Principals 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 Principal or Assistant Principal has been served therewith, and reporting the final disposition of any such proceeding.
- 4 - 5 The DPS Office of General Counsel will provide the Principal and Assistant Principal 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. The Parties to this agreement reserve their positions regarding the applicability of TECDA to any and all employees covered under this Bargaining Agreement, and the effectiveness or non-effectiveness of any and all waivers of TECDA rights. The parties acknowledge that these issues may be resolved by courts of competent jurisdiction. The parties further agree that Article 5-1 does not create any precedent in litigation regarding the applicability of TECDA.

- 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 Principals and Assistant Principals have the full rights and responsibilities of citizenship or legal residence, and that a principal's or assistant principal'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 Principals and Assistant Principals 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 Principal or Assistant Principal's professional duties.
- 5 - 5 Principals and Assistant Principals are exempt from overtime compensation in accordance with existing law. The District recognizes that the responsibilities of Principals and Assistant Principals 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 Principal or Assistant Principal may discuss with their supervisor and attempt to resolve any issues. The Principal or

Assistant Principal 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 - 6 On the first day of each month throughout the school year, the District will provide to the Union a list of all Principals and Assistant Principals, 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 five (5) 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. Principals and Assistant Principals will not use the District's e-mail system during scheduled school-day hours, except from their lunch break, for Union activity. Principals and Assistant Principals will comport to [Board Policy EGAEA and Superintendent Regulation EGAEA-R1](#).

5 - 8 - 1 A copy of all material sent by the Union through District services will be provided in advance to the Labor Relations Director. 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 Principals or Assistant Principals 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 Master Agreement shall be from July 01, 2021 to June 30, 2024. 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. An electronic copy of the agreement shall be sent to Principals and Assistant Principals after the ratification and 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, 2023 and no later than January 8, 2024, 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 15, 2024 (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, 2024, 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: Corrective Action Procedures

- 8 - 1. Corrective action for Principals and Assistant Principals 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 - 2. The Parties acknowledge that, in the case of Principals and Assistant Principals, a unique and tailored solution is required. Therefore, the District will consult DSLA during the Fall 2021 on changes to the [“Basic Fairness and Due Process, A Guide for Corrective Discipline.”](#) The [“Basic Fairness and Due Process, A Guide for Corrective Discipline”](#) is not a negotiated document.
- 8 - 3. Before taking a corrective action against a Principal or Assistant Principal, the supervisor or designee shall investigate the matter of concern, meet with the Principal or Assistant Principal and give the Principal or Assistant Principal an opportunity to respond.
- 8 - 4. If the-supervisor of the Principal or Assistant Principal, or designee determines it may be necessary to take a corrective action, the supervisor of the Principal or Assistant Principal shall inform the Principal or Assistant Principal of their preliminary intent to consider imposition of corrective action and schedule a meeting where the Principal or Assistant Principal may be accompanied by a Union Representative. The Principal or Assistant Principal 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

ARTICLE 9: Grievance Procedure

9 - 1 Definitions

9 - 1 - 1 A “grievance” shall mean a written complaint by a Principal or Assistant Principal 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 Principals or Assistant Principals 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 Principal or Assistant Principal 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.

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, the Union may submit a Union grievance in writing at Level Two to the Department of Human Resources. A Union Grievance shall not be recognized at Level Two unless it is filed with the Department of Human Resources 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 limited 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 Instructional Superintendent or similar position. Assistant Principals 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.

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 Principals or Assistant Principals 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 Principals or Assistant Principals 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 Instructional Superintendent's (in the case of a principal filing a grievance) or Principal's (in the case of an Assistant Principal filing a grievance) proposed resolution, if any, is unsatisfactory.

9 - 4 - 1 - 3 The Instructional Superintendent (in the case of a principal filing a grievance) or Principal (in the case of an Assistant Principal 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 Instructional Superintendent (in the case of a Principal filing a grievance) or Principal (in the case of an Assistant Principal filing a grievance).

9 - 4 - 1 - 5 The grievant shall send a copy of the Grievance Disposition Form to the Department of Human Resources and the Union. The Department of Human Resources 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 Department of Human Resources prior to the Level Two meeting.

9 - 4 - 2 Level Two. The Human Resources designee will schedule a meeting within seven (7) school days after receipt of the written grievance by the Department of Human Resources with the aggrieved person, a Union Representative, if any, and Instructional Superintendent (in the case of a Principal filing a grievance) or Principal (in the case of an Assistant Principal 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 Human Resource 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 seven (7) school days after the Level Two disposition and a copy of the request provided to the Department of Human Resources.

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 ten (10) school days after the receipt of the aggrieved person's, or the Union's requests to the Department of Human Resources.

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 All Principals and Assistant Principals who file a grievance will be represented solely by a Union designee at all levels of the grievance procedure, except that the aggrieved Principal or Assistant Principal 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 Principals and Assistant Principals 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: Complaints Against Principals

10 - 1 **Investigation Administrative Leave:** If a supervisor decides to place a Principal or Assistant Principal on administrative leave for the purpose of further investigation, the supervisor shall meet with the Principal or Assistant Principal to give specific allegations(s) and the basic reason why the administrative leave is necessary, when possible.

10 - 1 - 1 The meeting shall take place in-person or in the format of an online video meeting.

- 10 - 2 During the investigation period, a Principal or Assistant Principal may be placed on paid or unpaid administrative leave. A Principal or Assistant Principal 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 Principal or Assistant Principal will continue to receive full pay and benefits.
- 10 - 3 The Principal Supervisor, such as Instructional Superintendent (in the case of a Principal), or Principal (in the case of an Assistant Principal) or their designee shall provide the Principal or Assistant Principal with a copy of the Administrative Leave checklist and review it with the Principal or Assistant Principal. The Principal or Assistant Principal shall sign the form as acknowledgement of receipt and be given a copy of it for informational reference.
- 10 - 4 At the Principal or Assistant Principal's request a meeting will be held within three (3) school days. The purpose of the meeting shall be to give the Principal or Assistant Principal an opportunity to respond. The Principal or Assistant Principal may have DSLA representation at the meeting.
- 10 - 5 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 Principal's or Assistant Principal's personnel file.
- 10 - 6 Following the completion of the investigation, the Principal Supervisor (such as Instructional Superintendent in the case of a Principal) or Principal (in the case of an Assistant Principal) shall meet with the Principal or Assistant Principal to share the results of the investigation and to give the Principal or Assistant Principal an opportunity to respond. The Principal or Assistant Principal may have DSLA representation at the meeting.
- 10 - 7 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.
- 10 - 8 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.
- 10 - 9 If the investigation results in corrective action, the Principal or Assistant Principal 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.

ARTICLE 11: Evaluation of Principals and Assistant Principals

11 - 1 Principals and Assistant Principals are evaluated using the LEAD Growth and Performance System (“LEAD Evaluation”).

11 - 2 LEAD Fairness Guide:

11 - 2 - 1 The LEAD Fairness Guide will be released and made available to Principals and Assistant Principal at the beginning of each year.

11 - 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.

11 - 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.

11 - 3 Evaluation Procedures:

11 - 3 - 1 Principals and Assistant Principals will be evaluated every year.

11 - 3 - 2 Evaluators will meet at the start of the year with the Principal or Assistant Principal to discuss the individual context, benchmarks and focus for professional practices, and LEAD goals for student performance.

11 - 3 - 2 - 1 The evaluator and Principal or Assistant Principal will come to consensus on the body of evidence, including the benchmarks and evidence as defined by the LEAD Framework that will be used to rate professional practices and the measures utilized for each LEAD goal.

11 - 3 - 2 - 2 If consensus cannot be reached regarding LEAD goals, then the Evaluator and Evaluatee will each select one to two LEAD goals. The Evaluator and Evaluatee will each provide a rationale for the LEAD goals that they selected.

11 - 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.

11 - 3 - 3 Evaluators will meet with Principals and Assistant Principals 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.

11 - 3 - 3 - 1 During the Mid-year conversation the evaluator will provide draft ratings.

11 - 3 - 3 - 2 During the mid-year conversation the evaluator will provide specific feedback and action steps for professional practice competencies.

11 - 4 **Performance Improvement Plan:**

11 - 4 - 1 If a performance concern is identified at any point during the evaluation period, evaluators may place a Principal or Assistant Principal on a performance improvement plan (PIP) to address these concerns.

11 - 4 - 2 The evaluator should consider a body of evidence to determine whether, in the evaluator's discretion, performance concerns exist. The extent and types of evidence considered in the body of evidence are left to the discretion of the evaluator.

11 - 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, at the evaluator's discretion, performance concerns exist.

11 - 4 - 3 The plan shall last a minimum of thirty (30) school days and a maximum of ninety (90) school days.

11 - 4 - 3 - 1 If the Principal or Assistant Principal 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 Principal or Assistant Principal to active service.

- 11 - 4 - 4 The plan will set expectations for necessary growth and include the support that will be provided to the Principal or Assistant Principal during the plan.
- 11 - 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.
- 11 - 4 - 6 At the conclusion of the Plan, the evaluator shall determine whether the Principal or Assistant Principal has met the expectations of the plan and decide whether or not the plan will be extended.
- 11 - 4 - 7 The evaluator may consider any evidence provided by the Principal or Assistant Principal prior to the conclusion of the plan.
- 11 - 4 - 8 If the Principal or Assistant Principal does not meet all the expectations on the plan and the plan is not extended, the Principal or Assistant Principal may be recommended for dismissal for unsatisfactory performance.

11 - 5 Redress

- 11 - 5 - 1 Principals or Assistant Principals may seek review of a LEAD end-of-year rating through the redress process.
- 11 - 5 - 2 In accordance with procedures established by the District, a Principal or Assistant Principal can access the redress process for one of the following reasons only:
 - 11 - 5 - 2 - 1 They believe there has been a computational error in the way the rating was determined; and/or
 - 11 - 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.
- 11 - 5 - 3 Before requesting a Level One review, the Principal or Assistant Principal 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 Deputy Superintendent of Schools designee to facilitate the discussion and attempt to resolve any issues.

11 - 5 - 4 Principals and Assistant Principals will have the opportunity to engage in two levels of redress review:

11 - 5 - 4 - 1 Level One

11 - 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 Principal or Assistant Principal and the appropriate Principal or Assistant Principal 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 Principal or Assistant Principal Evaluator.

11 - 5 - 4 - 2 Level Two

11 - 5 - 4 - 2 - 1 If the Principal or Assistant Principal 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.

11 - 6 LEAD Evaluation Collaborative Committee

11- 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 Principals and Assistant Principals.

11 - 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.

11 - 6 - 3 List of Duties.

11 - 6 - 3 - 1 Review and revise LEAD procedures;

11 - 6 - 3 - 2 Review LEAD training processes, including calibration and certification processes;

11 - 6 - 3 - 3 Review the multiple measures;

11 - 6 - 3 - 4 Review the methods for calculation of measures of student learning in LEAD;

11 - 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;

11 - 6 - 3 - 6 Review appropriate feedback mechanisms for evaluators;

11 - 6 - 3 - 7 Review evaluation frameworks as needed

11 - 6 - 4 Frequency of Meetings. The LEAD Committee shall meet quarterly but may meet more frequently if mutually agreed upon.

11 - 6 - 4 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 12: Work Year

12 - 1. Work Year

12 - 1 - 1 Principals

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

12 - 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.

12 - 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.

12 - 1 - 2 Assistant Principals

12 - 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.

12 - 1 - 3 Lead Partners

12 - 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.

ARTICLE 13: Compensation and Benefits

13 - 1 Salary Setting for Current and New Employees

13 - 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.

13 - 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.

13 - 1 - 3 Principal Residents are paid at the appropriate Assistant Principal level.

13 - 1 - 4 Interim roles are paid at the appropriate position level.

13 - 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.

13 - 2 Incentives

13 - 2 - 1 Incentives are one-time payments, non-base building, paid in June of each year. First payment scheduled for June 2022. Effective July 1, 2021, Principals and Assistant Principals may be eligible for the following incentives:

13 - 2 - 1 - 1 Enrollment: Based upon student enrollment, Principals will receive:

Greater than 750 students: \$3,000
Greater than 1,000 students: \$5,000

13 - 2 - 1 - 3 Title I:

Principal:	\$5,000
Assistant Principal:	\$3,000

13 - 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.

13 - 3 Benefits

13 - 3 - 1 **Benefits Allowance.** Eligible Principals and Assistant Principals 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. Principals and Assistant Principals working less than full-time will receive the benefit credits prorated by their full-time equivalency (FTE).

13 - 3 - 1 - 1 Eligible Principals and Assistant Principals 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.

13 - 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.

13 - 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 14: Retirement & Early Retirement

14 - 1 Early Notification of Retirement. Any Principal or Assistant Principal 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.

- 14 - 2 Compensation for Unused Sick Leave: Principals or Assistant Principals 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 Principal or Assistant Principal is retiring from DPS but not through Colorado PERA, the Principal and Assistant Principal will need to notify Human Resources prior to their retirement date and provide Human Resources with a letter from Colorado PERA that reflects that they are eligible to retire through Colorado PERA. Principals or Assistant Principals 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 15: Appointment, Transfer and Reassignment

15 - 1 General Appointments:

15 - 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.

15 - 1 - 2 School Principal Selection Advisory Committee (SPSAC): When an SPSAC is convened for the selection of a building principal, it shall include a Principal or Assistant Principal from the region chosen by a vote of Principals and Assistant Principals in the region.

15 - 2 Principal and Assistant Principal Reduction in Force

15 - 2 - 1 In the event that a reduction in an Assistant Principal position is necessary, the following procedures apply:

15- 2 - 1 - 1 The Assistant Principal shall be given thirty (30) days written notice.

15 - 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.

15 -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.

15 - 2 - 2 In the event that a reduction 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.

ARTICLE 16: Work Stoppage

- 16 - 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.
- 16 - 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.
- 16 - 3 Principals and Assistant Principals 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 17: Leave

17 - 1. Extended Family and Medical Leave

- 17 - 1 - 1 Definition of Extended Family Leave: Principals and Assistant Principals 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).
- 17 - 1 - 2 A Principal or Assistant Principal 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 Principal or Assistant Principal may continue with the extended leave as an unpaid leave.
- 17 - 1 - 3 Principals and Assistant Principals who are eligible for coverage under the Family and Medical Leave Act may be eligible for Extended Family and Medical Leave.
- 17 - 1 - 4 The Principal or Assistant Principal will remain as the Principal or Assistant Principal in their school while on extended leave. The Principal or Assistant Principal's position with the district shall be held for one (1) calendar year only.

17 - 2. Coverage for a Principal or Assistant Principal on Leave

17 - 2- 1 The process for hiring an interim Principal or Assistant Principal to provide coverage to the school shall be:

17 - 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.

17 - 2 -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.

17 - 3. Sick Leave

17- 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](#).

17 - 3- 2 Sick leave may be used in increments as small as one half hour (.5 hours or 30 minutes).

17 -3 - 3 A Principal or Assistant Principal 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 Principal or Assistant Principal is abusing sick days, the supervisor may ask that the Principal or Assistant Principal provide medical documentation regardless of the number of days absent.

17 - 3 - 4 Unused sick leave shall be accumulated from year to year.

17 - 3 - 5 In the event that a Principal or Assistant Principal 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.

17 - 4. Personal Leave

17 - 4 - 1 Principals and Assistant Principals 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.

17 - 4 - 2 Personal leave may be used in increments as small as one half hour (.5 hours or 30 minutes).

17 - 4 - 3 If a Principal's or Assistant Principal's request for personal leave is not approved, a specific reason will be provided in writing by the Regional Instructional Superintendent (in the case of Principals taking personal leave) or Principal (in the case of Assistant Principals).

17 - 5. General Leave

17 - 5 - 1 Principals or Assistant Principals may be granted leave of absence without pay, increment, or benefits when such Principal or Assistant Principal identifies circumstances, which may require an extended absence from the District.

17 - 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.

17 - 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.

17 - 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.

17 - 5 - 5 A Principal or Assistant Principal will remain as part of their school staff while on leave. In no case will the Principal or Assistant Principal position with the District be held for more than one (1) year.

ARTICLE 18: Central Office Supports

18 - 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.

18 - 2 Selection of Principal Supervisor. As a part of the process for hiring an individual to a role of RIS/RAIS/IS or equivalent Principal Supervisor role, the District will convene an IS Selection and Accountability Panel (ISSAP) to interview the finalist candidates. The ISSAP will have district representatives and at least two elementary principals and two secondary principals. One elementary principal and one secondary principal from the respective region/network will be identified by DSLA. The Superintendent or designee will consider the input of the ISSAP prior to making a final hiring decision for a Principal Supervisor (such as IS/RAIS/RIS) role. To the greatest extent possible, this provision will apply to the hiring of interim roles.

ARTICLE 19: Collaborative Committees

19 - 1 Superintendent and DSLA Leadership

19 - 1 - 1 The Superintendent, the Deputy Superintendent of Schools (or designee), and (when possible) the Deputy Superintendent of Academics (or designee), will meet with the President of the Union and an additional DSLA officer, to discuss matters of mutual concern, including Black Excellence Plan implementation/collaboration, communication strategies for school leaders, and central support to schools. Such meetings will be once per month except by mutual agreement.

19 - 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.

19 - 2 Collaboration with District Leadership and Central Departments

19 - 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.

19 - 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.

19 - 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 19-1-1, or in collaboration with the Labor Relations Director.

Article 19-2 does not apply to Board of Education led or created task forces, committees or work groups.

19 - 3 Regional/Network Leadership Team (RLT)

19- 3 - 1 The RLT will consist of 6 principals/assistant principals and up to three Superintendent designees, including at least one Principal Supervisor from each region/network. District managed regions/networks will have a Regional/Network Leadership Team consisting of two elementary Principals, two secondary Principals, one elementary Assistant Principal, and one secondary Assistant Principal chosen by a vote of Principals and Assistant Principals in the region/network.

19 - 3 - 2 The RLT will strive to make decisions by consensus. A consensus is either a unanimous decision or a majority decision that the entire RLT, including the dissenters, will support. If the RLT is unable to reach a decision by consensus, the Superintendent or designee shall make an impasse decision.

19 - 3 - 3 The decision or results of the RLT shall not be grievable.

19 - 3 - 4 The RLT will meet monthly, at minimum, and their responsibilities shall include:

19 - 3 - 4 - 1 Collaboratively develop regional priority areas.

19 - 3 - 4 - 2 Collaboratively respond to specific concerns, crises, issues, and events in the region.

19 - 3 - 4 - 3 Collaboratively design and implement school choice priorities and plans.

19 - 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.

19 - 3 - 4 - 5 Identify and support in the design of regional supports needed to implement high quality instructional programming.

19 - 3 - 4 - 6 Review and collaborate on the design of the regional professional development plan, including central instructional supports needed

19 - 3 - 4 - 7 Collaborate on regional parent and community communications to support partnerships within the community

19 - 3 - 4 - 8 Collaborate on the timing, scheduling, content and cadence of regional meetings/network meetings. This does not prevent a RIS or RAIS from including other content items, or from holding ad hoc regional meetings as needs arise.

19 - 4 Agreement Review Committee

19 - 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.

19 - 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.

19 - 5 School Dashboard, Redesign, Restart and Closures

19 - 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 20: Evaluation of Schools

20 - 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 shall have the opportunity to identify fifty percent (50%) of the Principals and Assistant Principals that participate.

ARTICLE 21: Union Staff

21 - 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.

21 - 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.

21 - 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.

21 - 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.

ARTICLE 22: Professional Growth

- 22 - 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.
- 22 - 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).
- 22 - 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.
- 22 - 4. Three (3) DSLA representatives will meet quarterly with the Professional Learning Coherence Working Group to discuss district-wide professional learning experiences for Principals and Assistant Principals, including professional learning experiences during Leadership Week.

2021-2024 Financial Agreement

Effective July 1, 2021, Principals and Assistant Principals will be placed on the 2021-2024 Salary Schedule.

June 30, 2021 and Prior Incentive Phase Out. Effective July 1 2021, with the implementation of the new salary schedule, incentives for Title 1, Highest Priority, and Top Performing and High Growth are eliminated and the funding will be used to support the new base salary range schedule. Going forward, these incentives will be replaced by the incentives outlined in Article 13-2.

Current Principals and Assistant Principals whose total compensation is higher than what they would receive under the new salary schedule will receive a hold harmless stipend in order to ensure they do not experience any decrease in their total compensation as measured by FY21 compensation for the FY22, FY23 and FY24 school years only.

All Principals and Assistant Principals will receive one-time payment, non-base building for effort and additional duties related to preventing, preparing for, or responding to COVID-19 of \$2,000, paid out in July of 2021, for all leaders who worked during the 2020-21 school year and remained active through the end of the 2020-21 work year. This amount shall be prorated based on FTE worked during the 2020-21 school year.

2022-2023 Financial Agreement

Effective July 1, Principals and Assistant Principals 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.

2023-2024 Financial Agreement

Effective July 1, Principals and Assistant Principals 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.

2021-2024 Salary Schedule

	Elem AP	MS/ECE8 AP	HS AP	Elem P	MS/ECE8 P	HS Principal
Step 1	\$86,000	\$87,500	\$90,000	\$100,000	\$103,500	\$118,500
Step 2	\$87,950	\$89,480	\$92,040	\$102,260	\$105,840	\$121,180
Step 3	\$89,900	\$91,460	\$94,080	\$104,520	\$108,180	\$123,860
Step 4	\$91,850	\$93,440	\$96,120	\$106,780	\$110,520	\$126,540
Step 5	\$93,800	\$95,420	\$98,160	\$109,040	\$112,860	\$129,220
Step 6	\$95,750	\$97,400	\$100,200	\$111,300	\$115,200	\$131,900
Step 7	\$97,700	\$99,380	\$102,240	\$113,560	\$117,540	\$134,580
Step 8	\$99,650	\$101,360	\$104,280	\$115,820	\$119,880	\$137,260
Step 9	\$101,600	\$103,340	\$106,320	\$118,080	\$122,220	\$139,940
Step 10	\$103,550	\$105,320	\$108,360	\$120,340	\$124,560	\$142,620
Step 11	\$105,500	\$107,300	\$110,400	\$122,600	\$126,900	\$145,300
Step 12	\$107,450	\$109,280	\$112,440	\$124,860	\$129,240	\$147,980
Step 13	\$109,400	\$111,260	\$114,480	\$127,120	\$131,580	\$150,660
Step 14	\$111,350	\$113,240	\$116,520	\$129,380	\$133,920	\$153,340
Step 15	\$113,300	\$115,220	\$118,560	\$131,640	\$136,260	\$156,020
Step 16	\$115,250	\$117,200	\$120,600	\$133,900	\$138,600	\$158,700
Step 17	\$117,200	\$119,180	\$122,640	\$136,160	\$140,940	\$161,380
Step 18	\$119,150	\$121,160	\$124,680	\$138,420	\$143,280	\$164,060
Step 19	\$121,100	\$123,140	\$126,720	\$140,680	\$145,620	\$166,740
Step 20	\$123,050	\$125,120	\$128,760	\$142,940	\$147,960	\$169,420