

**TENTATIVE AGREEMENT
BETWEEN
SCHOOL DISTRICT #1
DENVER PUBLIC SCHOOLS
AND
DENVER CLASSROOM TEACHERS ASSOCIATION**

Article 23 - Association Rights

23-1 The Board recognizes the Association as the official organization to represent teachers.

23-1-1 The District will grant a leave of absence in one-year increments to the President of the Association during the President's term in office. ~~[On an annual basis, the Association shall remit to the District the amount commensurate with salary and benefit costs of employing a replacement teacher.]~~ The President shall continue to receive full salary, benefits and all other entitlements while on such leave. At the conclusion of the term of office, the President shall have the same return to duty rights as stated in Appendix ~~A, Association Activities Leave~~~~B, paragraph 1-b.~~

Commented [A1]: We would like to explore changing this language because it is not consistent with all of our other unions and all other major districts in the state where the union reimburses the entire salary and benefits of the union president.

23-1-2 The Association President may visit schools for a specific purpose after notification to the office of the principal about the purpose and duration of the visit.

~~The Superintendent and the Association President shall enter into a Memorandum of Understanding that will permit an authorized designee of the Association President to visit schools for a specific purpose after notification to the office of the principal.~~

23-1-3 Teacher organizations may utilize school facilities for meetings before or after the school day by making advance arrangements through the Office of Facility Use and pursuant to the same conditions as other Community organizations. Teacher organizations do not have to pay for the use of the building before or after school hours if they furnish their own security and janitorial services.

23-1-4 The Association has the right to place notices, circulars, and other material on designated bulletin boards and in teachers' mailboxes.

- a. Such notices, etc. must be consistent with applicable legal guidelines and Board policy.
- b. An information copy of distributed notices, circulars, and other material shall be provided to the principal at the time of posting or distribution.

23-1-5 The Association has the right to use the school mail.

23-1-6 The Association has the right to have an Association Representative at each school. The Association Representative shall have the right to carry on Association business when it does not interfere with his or her normal teaching responsibilities.

23-1-7 On the first business day of August and September, the District shall provide to the Association a list of all new hires and transfers, including the name, current address, District e-mail address, and phone number.

23-2 When the teacher has sufficient money remaining after all other deductions and/or withholdings, ~~The District agrees to deduct from teachers' salaries an amount to cover dues for the Association, the Colorado Education Association (CEA) and the National Education Association (NEA), and to transmit the amount so authorized to the Treasurer of the Association.~~

23-3 Active Membership. At any time, employees in the bargaining unit wishing to become members of the Association may authorize such deduction by filing with the District through the office of the Association, a signed and dated Denver Classroom Teachers Association Salary Deduction Authorization Form authorizing the District to deduct from their monthly earnings and to remit to the Treasurer of the Association, an amount equal to one-twelfth (1/12) of the dues required for membership in the organization or organizations specified in Article 23-2 above.

Such form shall include a waiver of all right and claim against the Board, the District, and the officers and agents thereof, for moneys deducted and remitted in accordance with said authorization; and an agreement that such deductions and remittances shall continue from year to year, as so authorized, unless teachers notify the District, ~~through the Association office and~~ on an appropriate form, that they desire to discontinue or to change such authorization.

~~It will be possible to revoke the dues deductions only during November 1 through November 15 of each school year. Only Association revocation forms will be honored by the District. Once a revocation form has been signed and properly processed, no further action is necessary on the part of the employee to terminate deduction of the membership dues.~~

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

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

Formatted: Indent: Left: 0", Hanging: 0.5"

Formatted: Indent: Left: 0.5"

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

Formatted: Indent: Left: 0.5"

Formatted: Indent: Left: 0.5", First line: 0"

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

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

23-4 When Association members have no earnings due them 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 will be made for those teachers for that month. Any Association member who resigns from the District after May 31 will have the full remaining balance of annual dues (through August 31) deducted from his or her last salary check, with the exception of those members who retire from the District.

Formatted: Indent: Left: 0", Hanging: 0.5"

23-5 The Association agrees to hold the District harmless from any action growing out of those deductions and commenced by any teacher against the Board or the District, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the treasurer of the Association.

Formatted: Indent: Left: 0.5", First line: 0"

Formatted: Indent: Left: 0", Hanging: 0.5"

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

Formatted: Indent: Left: 0.5", First line: 0"

Formatted: Indent: Left: 0"

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

Formatted: Indent: Left: 0.5", First line: 0"

~~23-7~~5 Association Leave. The Association shall be entitled to one hundred ~~fifty~~ (1050) full days per year for conducting Association activities, business and/or joint District/Association projects and committee assignments. The Association shall reimburse the District at the daily substitute rate of pay for each day in excess of one hundred fifty (150), up to a combined total of two hundred fifty (250) days. No one (1) individual will be released for more than ten (10) student contact days per school year for Association leave. The Association shall, twice each year, reimburse the District for Association leave days taken at the actual cost of providing substitute teachers.

Formatted: Indent: Hanging: 0.5"

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

DPS Proposal April 3, 2017

DCTA Representative

By: _____

By: _____

Date: _____

DPS District 1 Representative

By: _____

By: _____

Date: _____

