

AGREEMENT AND PARTNERSHIP
between
School District No. 1 in the
City and County of Denver, State of Colorado
and
Denver Classroom Teachers Association

Denver Classroom Teachers Association Proposals

April 3, 2017

Article 1 - Definitions

- 1-1 The term "Community" as used in these Articles shall include parents and other Denver Community members.
- 1-2 The term "teacher" as used in this Agreement shall mean all non-administrative teaching personnel, employed half-time or more, who are licensed by the Colorado Department of Education as teachers, including others who are authorized to teach by statute. Teacher leaders whose duties may include evaluation of their peers are specifically included in this definition.
- 1-3 The term "Board" as used in these Articles shall mean the Board of District No. 1 in the City and County of Denver and State of Colorado.
- 1-4 The term "Association" as used in this Agreement shall mean the Denver Classroom Teachers Association.
- 1-5 The terms "School District," "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 "Superintendent" as used in these Articles shall mean the Superintendent of Schools of District No. 1 in the City and County of Denver and State of Colorado. The Superintendent is the Chief Executive Officer of the Board who administers the affairs and programs of the District as provided by law and Board policy.
- 1-7 The term "school year" as used in these Articles shall mean the officially adopted traditional school calendar.
- 1-8 The term "principal" as used in these Articles shall include the head administrator of a school, as well as an administrative supervisor, where appropriate.
- 1-9 The term "school" as used in these Articles shall refer to each educational unit overseen by a principal or administrative supervisor.
- 1-10 The term "ProComp Agreement" as used in these Articles shall refer to the Professional Compensation System for Teachers Agreement as amended August 2008.
- 1-11 The term "Beacon School" will be used to describe a school where the teachers and principals have worked together to create a clear coherent instructional plan for their school approved by the Board of Education.
- ~~1-11~~1-12 The term "Special Service Provider" (SSP) used in this Agreement shall mean all non-administrative employees, employed half-time or more, who hold a professional license in order to practice and are performing duties in the capacity of an SSP as defined by the Colorado Department of Education

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 3 - Covered Employees and Recognition

- 3-1 ~~Employees covered by this Agreement include all teachers as defined in Article 1-2 and personnel who are employed half time or more as nurses, social workers, therapists, psychologists, counselors, speech language instructors, educational audiologists and JROTC instructors, but excluding vocational teachers covered by the Vocational Teachers' Federation Agreement and Type II Authorization Interns.~~ Employees covered by this Agreement shall include all teachers as defined in Article 1-2, and SSP's, as defined in Article 1-12, and all JROTC instructors, but excluding vocational teachers covered by the Vocational Teachers' Federation Agreement and Type II Authorization Interns.
- 3-2 Pursuant to current Board resolutions granting recognition, the Board hereby reaffirms recognition of the Association and agrees that the Association shall continue as the exclusive representative of the employees specified in Article 3-1 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.
- 3-3 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 4 - Effective Dates

4-1 Upon ratification, this Agreement shall be effective September 1, ~~2017~~2008, and shall remain in full force and effect until August 31, ~~2011~~2020,

4-2 During the term of this Agreement, neither the Master Agreement nor the ProComp Agreement, may be reopened except by mutual consent of the parties, ~~except that following April 1, 2009, upon completion of the Professional Practices Work Group, the District and the Association shall enter into negotiation to make any changes to the Agreement recommended by that body.~~ 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 annual adoption of its budget.

4-3 After January 1, ~~2011~~2020, upon request by either party, the Board and the Association will negotiate as provided in Article 6. Such negotiations shall conclude no later than May 1, ~~2011~~2020, unless extended by mutual consent. If impasse is reached, the parties shall use the vehicle for resolution as provided under Article 6-11.

4-4 The Board and the Association shall mutually publish this Agreement and share the costs of providing all teachers and administrators with a copy. Teachers newly hired will receive a copy of the current Agreement upon hiring.

4-4-1 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, and phone number and personal email addresses.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 6 - Negotiating Procedure

- 6-1 Written requests for negotiations between the Board and the Association may be submitted on such matters concerning teachers' salaries, wages, hours and conditions of employment. All proposals relevant to these issues are subject to negotiation. Such requests will specify the subject matter to be considered.
- 6-2 A written response will be made within ten (10) school days of the receipt of any such written request.
- 6-3 Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party; provided, however that the first meeting shall be held within ten (10) school days of such written response.
- 6-4 The Board and the Association agree to accept and consider recommendations from the Community when modifying this Agreement.
- 6-5 The parties to this Agreement recognize that the public has an interest in the negotiations and acknowledge a duty jointly to inform the public of the status and progress of negotiations.
- 6-6 During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
- 6-7 As of the time they are made available to the Board, the Board will provide the Association with a Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting teachers' salaries, wages, hours and conditions of employment.
- 6-8 If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties with no loss of pay.
- 6-9 Either party may use the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 6-10 Tentative agreements reached as a result of such negotiations will be reduced to writing and will have conditional written approval of both parties pending final adoption of the District budget. After such adoption and approval, the final Agreement will be signed by the Board and Association and will become an addendum to this Agreement. If changes in this tentative Agreement are necessary as a result of a legal budget adoption process, the Agreement will be subject to negotiation.
- 6-11 Impasse Resolution/Mediation.

- 6-11-1 Either party may declare an impasse. Then a mediator shall be selected with the assistance of the American Arbitration Association or Federal Mediation and Conciliation Service, according to the procedure of Article 7-3-5-2.
- 6-11-2 Any mediation efforts must be concluded by August 31, unless otherwise mutually agreed by the parties, and will be conducted under rules determined by the mediator, but shall be in accordance with all state and federal laws.
- 6-11-3 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.
- 6-11-4 The parties agree to share the cost of mediation equally.
- 6-12 Interim Negotiations. This provision is not intended to allow for changing the language or the intent of the existing Agreement outside of the normal bargaining cycle. From time to time, however, matters arise that the parties may need to address in a timely manner and when waiting until the next negotiations period is not practicable. Therefore, during the term of this Agreement and between regularly scheduled bargaining sessions, the parties may choose to engage in interim negotiations.
- 6-12-1 Such negotiations may be initiated by the Association with a request to the Superintendent or by the District with a request to the Association President. Following a discussion of the purpose of the requested negotiations, the Superintendent and Association President will decide if the matter will be addressed and what group of individuals will be given the responsibility for addressing the matter. There would be no commitment to a particular outcome. The matter could be referred to an existing body such as the Educational Initiatives Panel, the Agreement Review Committee (ARC) or the Instructional Issues Council, or the Superintendent and Association President may agree to appoint a special committee to address the matter.
- 6-12-2 Generally, the matters to be addressed will be those substantive in nature and which impact the operation of the District and/or the operation of this Agreement.
- 6-12-3 If matters are related to the interpretation of the Agreement or matters on which the Agreement is silent, the results of work of the body to which the matter is referred will become a Memorandum of Agreement, subject to the approval of the Representative Council of the Association and the Superintendent. If approved, the Memorandum will be binding on both parties but will be reviewed at the next formal bargaining session.
- 6-12-4 Matters that change existing provisions of the Agreement will be referred to the membership of the Association and the Board for ratification.

{Signatures on Following Page}

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 8 - Professional Standards

School Leadership Team. Each school ~~will~~ shall have a School Leadership Team as described in 5-4. The SLT will be responsible for making decisions as noted in Article 8.

Decisions may be made by the SLT to alter the length of the lunch period (Article 8-2) or Secondary Teaching Load (Article 8-5-1) only after conducting a confidential vote of the majority of the faculty. Changes will not be made to the length of the lunch period or secondary teaching load without a positive majority confidential vote of the faculty affected by the proposed change. A good faith effort in identifying the pool of votes applicable for each vote shall be made by the District. If a teacher/SSP believes they should have the right to vote and are denied, the school administration shall meet with the Association President, or designee, to determine the official voting pool. Information about such changes will be sent to the Instructional Issues Council for tracking purposes.

8-1 Contract year. The contract year shall be one hundred eighty-~~four~~ six (~~184~~ 186) days. If a teacher is required to extend his/her contract year and is continuing to do the work he/she performed during the contract year, he or she shall be paid at their regular scheduled rate per day. Regular scheduled rate per day is the teacher's salary divided by the number of days in the contract year.

8-1-1 In addition to the one hundred eighty-~~four~~ six (~~184~~ 186) days, newly hired teachers may be required to attend pre-session orientation meetings and shall be paid in accordance with Article 32. New teachers will be paid for orientation meetings on the next practical payday. Teachers hired after the orientation process will be afforded comparable training opportunities to that offered during orientation.

8-1-1-1 The Association shall be allotted thirty (30) minutes with all new bargaining unit employees, at any new employee orientation, without the presence of District Representatives, during which time, the Association President, or designee, may present a union orientation. Additionally, the District shall provide to the Association, at no cost, a table throughout the duration of orientation events. The District shall notify the Association of the date, time, and location of each new employee orientation at least five (5) days before the orientation is to take place. The District shall notify the Association of the date, time, and location of the major summer new employee event as soon as this information is tentatively determined by the District and will immediately notify the Association of any changes to the schedule or location.

8-1-2 The length of the contract year for teachers shall be one hundred eighty-four (184) days. Except as otherwise determined by the SLT, non-student contact days shall include the equivalent of four and one half (4.5) full self-directed teacher planning

days to be distributed in meaningful increments, and three (3) full professional days to be directed by the principal and one parent conference day. If the District continues the benchmark assessment program, three (3) or more days shall be set aside to grade and analyze data from benchmarks and other related assessments. The SLT may determine when the days will be scheduled during the predetermined non-contact days.

~~Of the six (6) total planning days, two full days (one at the beginning of each semester) shall be entirely reserved for self-directed teacher planning—Beginning with the 2017-2018 school year, the 186th teacher work day shall be an additional planning day for teachers scheduled at the beginning of the school year.~~

8-1-2-1 The assessment day will be used to administer, grade and analyze data from benchmarks and other related assessments.

8-1-2-2 Schools may modify the daily schedule on the parent/teacher conference days to meet the needs of the Community.

~~8-1-2-3 The final scheduled day of the school year shall be no later than Memorial Day.~~

~~8-1-2-4 The SLT shall determine one-week periods following each assessment in which no professional development, staff meetings, nor grade-level or department meetings shall occur. These one-week periods shall be solely used for grading of interim and benchmark assessments. Prior to grading the assessments, the school shall conduct calibration trainings to ensure reliability and fidelity of the grading process. Teachers shall not be expected to grade assessments outside of school hours and appropriate expectations of security and protection shall be used with these assessments. Teachers shall not be expected to give up their self-directed planning time to grade these assessments.~~

8-1-3 There is an expectation that teachers will attend beyond the contract year for professional development determined by the principal or District if:

- a. the program needs to be scheduled outside the contract year,
- b. no programs will be scheduled for the last two weeks of June and the first two weeks of July,
- c. written notice is given ninety (90) days prior to the end of the school year,

- d. the educational reason is sound and content-matched,
- e. teachers attending are paid in accordance with Article 32,
- f. adequate alternate opportunities to learn the content are provided.

8-1-3-1 Teachers who cannot attend will need to discuss reasons with their administrator.

8-1-3-2 Schools may seek a waiver from this Agreement, as in Article 2-4-1, if the training cannot be scheduled during the week prior to or after the school year. In such cases attendance would be voluntary. Under no circumstances, will a waiver be granted if training is also being held before or after the school year, as in Article 8-1-3.

8-1-4 Evening Meetings. In addition to the 40 hour work week, each teacher may be required to attend three (3) evening events approved by the SLT per school year as part of the contracted time. Such required events shall be paid in accordance with Article 32.

8-1-5 Special Conditions of Employment. Any special conditions regarding the assignment of any teacher will be reduced to writing and become an addendum to the individual's initial employment contract with the District. Additional assignments shall only be given to an employee if the time demands associated with the proposed additional assignments will not require the teacher to extend beyond the forty-hour work week

8-2 Forty (40) Hour Work Week. The work week shall be forty (40) hours and shall include:

1. Lunch Periods. There shall be a minimum standard forty-five (45) minute daily lunch. Lunch shall be duty free.

~~2. Operations and professional time up to one hundred twenty (120) minutes per week to include but not be limited to faculty meetings or school related committee meetings, grade level meetings, vertical teaming, department meetings, planning with a facilitator / instructional specialist, staff development or data analysis.~~

8-2-1 The principal shall have authority to permit teachers to diverge from the regular school day.

8-2-2 The District's scheduled student school contact day will not be extended without applying the due process of collective bargaining.

8-3 Planning Time. ~~Each teacher shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time scheduled during the student school contact day. If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student school contact day. Each teacher shall receive a minimum of three-hundred-forty-five (345) minutes of self-directed planning time per week. Within the three-hundred-forty-five minutes per week, each teacher shall receive a minimum of forty (40) minutes of uninterrupted, self-directed instructional planning time per day scheduled during the student contact day. Neither the fifteen (15) minute period before the student contact day, the fifteen (15) minute period following the student contact day, nor passing periods shall be considered part of the three-hundred-forty-five minutes per week.~~

8-3-1 The District recognizes the importance of having time for instructional planning. when feasible and appropriate, schools may extend the amount of planning time available.

8-3-2 The parties recognize that in order to maximize student learning, educators need an opportunity to participate in meaningful, authentic, collaborative planning that enhances instruction and takes into account teachers' individual pedagogical needs.

8-3-4 The District and Association affirm that "self-directed planning" is time in which no teacher shall be required to perform any other duty normally required by the District.

8-4 Multi-School Assignments. When teachers are assigned to more than one (1) school site, the principals at the schools involved shall collaborate on the scheduling of the workdays for those personnel. These teachers shall be required to assume non-teaching duties only in their home school assignment. Every effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable.

8-4-1 When school schedules do not align, the administrators at the schools involved shall provide a written schedule to the teacher that outlines the teacher's forty-hour work week, individual and team planning times, professional development, and travel time. The teacher shall have the right to provide input on the specific times of this schedule.

8-5 Teaching Loads. The range of teaching loads, number of preparations and number of pupil contacts required should provide for effective instruction and meaningful teacher-student interaction.

8-5-1 Secondary Teaching Load. Unless altered by the SLT process, the normal teaching load for secondary school teachers shall be five (5) teaching periods per day, or the equivalent thereof if block scheduling is used. A teaching period shall be considered to be forty-five (45) minutes. A teacher may request to teach a sixth period. Any teacher teaching more than five periods per day shall receive one and

one-half (1.5) times their per diem rate as defined in Article 32, for each period above five.

8-5-1-1 The maximum class size in grades six (6) through twelve (12) shall not exceed ~~thirty five (35)~~twenty (20) students under any circumstance. In no case shall a teacher have a total greater than ~~175~~ 100 students per day unless an exception is provided for in Article 8-5-1-2.

8-5-1-1-1 Any class composed primarily of second language learners and/or students with disabilities and/or students covered by a 501 plan; and/or other high needs designation shall require lower appropriate class size.

For schools that include both elementary grades (ECE-5) and secondary grades (6-12) whose staffing model differs from the traditional elementary and secondary staffing model, such must be made known to all prospective applicants to the school during the posting and /or interview process.

8-5-1-2 For music and physical education classes, the SLT may annually set a higher daily class size limit for a single school year or semester after engaging in direct consultation with the affected teacher(s) and department chairperson(s). The criteria to be considered in deciding whether to increase the maximum class size limit must include safety of students and staff, adequacy of the facility and equipment, and the impact on the educational program in those classes. The SLT will specify which courses and sections will have the higher class size limits and the actual maximum number in each. All raised limits will expire at the end of each semester or school year as specified by the SLT. All decisions to increase maximum class size must be made no later than the time that schedules are set for the school each semester.

8-5-2 Elementary Teaching Load. The Board shall maintain its effort to retain the class size reduction which has been achieved in grades 1 and 2. The level of staffing to maintain such class size is dependent on availability of funding. When it is necessary to have class size exceed ~~twenty five (25)~~twenty (20) in primary elementary grades (K-3), the Board shall honor teachers' requests for qualified paraprofessional assistance according to the following schedule. In grades four (4) and five (5) when class size exceeds twenty~~seven (27)~~five (25), the following schedule will apply:

8-5-2-1 One (1) hour of paraprofessional assistance per day for one (1) to two (2) students over ~~twenty five (25)~~Twenty (20).

8-5-2-2 Two (2) hours of paraprofessional assistance per day for three (3) to five (5) students over ~~twenty five (25)~~twenty (20).

8-5-2-3 Three (3) hours of paraprofessional assistance per day for six (6) to seven (7) students over ~~twenty five (25)~~. Twenty (20).

8-5-2-4 For grades K-5, in no event shall classes exceed ~~thirty five (35)~~ twenty (20) students, unless the only solution is transferring students to other schools.

8-5-2-4-1 Any class composed primarily of second language learners and/or students with disabilities and/or students covered by a 501 plan; and/or other high needs designation shall require lower appropriate class size.

8-5-3 Specialized Service Providers (SSPs). The District and the Association recognize the valuable contribution that specialized service providers bring to our schools and to improving student achievement. Therefore, the Board and the Association are committed to providing schools with both multidisciplinary teams and staffing ratios that lead the Denver metropolitan area. To meet this commitment, the parties agree that beginning with the 2003-2004 budget process, any increases in the “at-risk” funding component of the School Finance Act that are not earmarked by the State will be used to improve specialized services staffing ratios.

8-5-3-1 A portion of the 2016 Bond and Mill Levy funds shall be set aside annually for a pool of SSPs to support the deployment of Special Service Providers to support DPS’ Whole Child Initiative as outlined in Article 33.

8-5-3-2 Specialized Service Providers (SSPs) shall be hired, assigned and transferred according to written procedures made available to all employees. These procedures will outline the processes used during the staffing cycles, including the following:

Hiring

Reduction in Building/Department (RiB)

Placement/Reassignment

8-5-3-3 Probationary Period. SSPs will serve a three (3) year probationary period during which their employment may be terminated in accordance with board policy.

Those SSPs hired after October 1 who work less than 120 days of any year will not have that year count towards the 3 year probationary period. After the three (3) year probationary period, SSPs will be awarded continuing service status with the district. Continuing service status shall be construed the same as non-probationary status for teachers and shall have the same rights and procedures of due process provided in the Agreement. Dismissal from employment shall only be for just cause. At that time, dismissal actions will be processed in accordance with Board of Education policy GDQD and GDQD-R. See more information.

8-5-3-4 Collaboration. Department Leadership Team. Each functional area within the Division of Student Services will have a Department Leadership Team (DLT). Functional areas are defined as : School Psychology, School Social Work, School Occupational Therapy/Physical Therapy, School Speech Language Pathology, Audiology, and School Nursing.

8-5-3-4-1 The DLT will be comprised of the functional director and/or manager/supervisor, an SSP appointed by the functional director/manager, and a minimum of three representatives elected annually by secret ballot vote of the SSPs in the functional areas. The DLT will seek to operate in an environment marked by mutual support and respect.

8-5-3-4-2 The role of the DLT will be to:

- Collaborate with Student Services leadership around identifying the best practices of service delivery for the respective functional areas.
- Review and collaborate with Student Services Leadership around the processes for hiring, assignment, transfer, and workload expectations including assignments less than five days.
 - The DLT for each functional area shall set caseload limits in accordance with caseloads proscribed by each areas national recommendations.
- Review and collaborate with Student Services Leadership regarding professional development plans for their respective functional area

8-5-3-1 Specialized Service Providers Caseload. SSP caseloads per functional unit shall be determined by the respective Department Leadership Teams (DLT) when the teams include the full complement of elected SSPs. In no case may caseloads be greater than those proscribed by the relevant national organization. In support of the Whole Child initiatives, the District shall make every good faith effort to set lower caseload limits to ensure the needs of all students are being met.

8-5-4 Special Education Teachers

8-5-4-1 Caseload sizes for special educators shall not exceed twelve (12) students classified with mild/moderate needs. Center Class placements shall not exceed twelve (8) students.

8-5-4-1-1 Special educators may agree to increase their caseload size above twelve students, if such request is made and accepted in writing. This decision shall be based on the best interests of the students directly affected. Teachers shall receive additional compensation at their per diem rate of two days per student over the number stated in section 8-5-4-1 per semester.

8-5-4-1-2 When caseload sizes exceed the threshold for a half (0.5) time special educator (which shall be six (6) students), the school shall budget for a full-time special educator.

8-5-4-2 Special Education Teachers shall be provided additional planning time of 40 minutes per day to be utilized solely for implementation of IEP support.

8-5-4-2 General Education Teachers who participate in IEP meetings outside their regular school day shall be provided flex time from other non-student teaching duties to account for this time.

8-5-4-3 Schools that provide inclusion support within the general education environment shall provide joint trainings for General Education and Special Education teachers. Teachers that are expected to co-teach classes shall be

provided weekly joint planning time within the forty (40) hour work week. Schools are required to plan for this time within their master schedule in order to promote equity for Special Education Students.

8-6 Department chairpersons in high schools shall be elected by the Department, subject to approval by the principal. Unless determined otherwise by the Collaborative School Committee (CSC), the term for department chairpersons shall be three (3) years. Department chairpersons shall not succeed themselves unless approved by the CSC.

8-6-1 Department chairpersons shall be provided time to fulfill the duties of that assignment as determined by the principal after consultation with the CSC.

8-7 Non-Teaching Duties. The District agrees to make every effort to reduce non-teaching duties that do not best use a teacher's presence and skills, through the use of teacher aides.

8-7-1 Assignment of teachers to non-teaching duties not done by aides will be rotated so that no teachers will have the same assignment for more than four (4) consecutive semesters, unless the teacher agrees to such assignment. Reassignment to such non-teaching duty can only be after an interim of at least two (2) consecutive semesters.

8-7-1-1 Non-teaching duty time shall not reduce planning time.

8-7-2 Special educators' and specialized service providers' non-teaching duty time will be used solely for implementing the Individuals with Disabilities Education Act (IDEA) mandates.

8-8 Lesson Plans. Teachers will maintain effective lesson plans related to the approved curriculum for use by the teacher in regular instruction and review by the administration, as well as specific, detailed lesson plans for use by substitute teachers.

8-8-1 ~~Teachers and administrators will discuss and agree upon the format of lesson plans.~~ As determined by the SLT, lesson plans may be submitted upon request. The SLT will determine by majority vote the format and frequency of submitted lesson plans. The SLT may not approve a lesson plan format that necessitates an undue amount of time to create or post such that the forty (40) hour work week is extended.

8-8-2 In accordance with the SLT plan, the administrator can ask for lesson plans to be turned in for the purpose of improving instruction and will provide constructive, specific, written feedback to the teacher submitting the plans within 48 hours of the submission.

8-8-3 If the administrator has questions of the teacher regarding the lesson plan, then the administrator and the teacher will discuss the lesson plan and identify any next steps as necessary, including but not limited to coaching and professional

development. A teacher will only be responsible for lesson plans for the first five (5) days of any absence.

8-9 Classroom Interruptions. The District agrees that classroom interruptions diminish the time for instruction. The administrative staff and teachers shall make every effort to avoid unnecessary interruptions during instructional periods.

8-10 Class Coverage. It is an administrative responsibility to cover all scheduled classes.

8-10-1 During the first month of each school year, the SLT, in consultation with the department chairs at the secondary level or grade level chairs at the elementary level, shall develop a written contingency plan for class coverage occasioned by a shortfall of substitute teachers. Individuals must possess the appropriate teaching credentials to be considered for class coverage. Such plan shall include the procedure for enabling teachers to invoke Article 32-6.

8-11 Emergency School Closings.

8-11-1 When weather conditions constitute a danger sufficient to require the closing of schools, the following procedure shall be followed:

- a. If the conditions exist prior to the normal school opening time, teachers shall be notified, as early as possible, by public media or direct contact and shall not be required to report to work.
- b. If the conditions require closing during the school day, teachers shall be dismissed as soon as possible after students are dismissed.

8-11-2 When weather conditions are such that schools will be open, but some professional staff or students are not able to attend because of the severity of conditions in their locale, the following procedure shall be followed:

- a. As soon as possible, teachers affected shall notify the principal of their inability to attend school that day.
- b. Professional staff who cannot attend school because of weather conditions or other emergencies will have deducted from their personal leave, if available, or sick leave if personal leave is not available, the day or days they were unable to attend their assignment. All teacher absences under this Article are subject to review by the school building level administrator.

8-12 Teacher-in-Charge. If a teacher is placed in charge of a building during the absence of the principal, and when the principal's absence will be one-half day or longer, the teacher will be relieved from either the office or classroom assignment.

8-13 Transportation of Students. Teachers shall not be required to transport pupils to activities, which take place away from the school building.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 9 - Central Office Teacher Files

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

- 9-1 All materials placed in the permanent central office file and originating within the District shall, upon request, be available to the teacher for inspection in no more than seventy-two (72) hours. In cases where teachers express a pressing need to see their personnel file immediately, the District will make every effort to meet the teacher's request. At the teacher's request, anyone may be present in this review. If requested, teachers may be provided copies of material contained in their central office file without cost.
- 9-2 Material originating within the District and which is disciplinary in nature or negative in regard to a teacher's conduct, service, character or personality, shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material and to sign the copy to be filed. Such signature does not indicate agreement with the content of the material.
 - 9-2-1 If a teacher is exonerated with respect to any of the matters cited above or is exonerated following the completion of an investigation during which the teacher was placed on administrative leave with pay, all adverse entries in the teacher's central personnel file related to that incident or issue will be removed.
- 9-3 The teacher shall have the right to answer any material filed and have the answer reviewed by the Executive Director of Human Resources, and attached to the file copy.
- 9-4 Written material sent to the central office by students or parents shall be sent to the principal for appropriate response and shall not be placed in the central file except pursuant to the provisions of this Article.
- 9-5 Upon written request by the teacher, material contained in the central office file for more than three (3) years will be reviewed and eliminated, ~~as long as such material does not interfere with the safety, physical, and moral well-being of children. The District shall have the exclusive responsibility to determine whether the material should be retained.~~
- 9-6 All written and printed material dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.
- 9-7 A log will be kept in the Department of Human Resources, which must be signed and dated by any person examining the file, except for central office personnel.
- 9-8 All materials contained in local school files kept by principals must be forwarded to the permanent central office file in accordance with the conditions of this Article before its

use in any central office action that affects a teacher's employment status, promotion, demotion, or dismissal.

(SIGNATURE LINES ON NEXT PAGE)

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 11 - Complaints Against Teachers/Administrative Leave/Corrective Action

11-1 Complaints Against Teachers. When a person makes a written or verbal complaint against a teacher, the principal or designee shall ~~promptly~~ notify the teacher of the complaint within twenty-four (24) hours of the complaint, the identity of the complainant, and the teacher shall be given the opportunity to respond. The principal or designee shall investigate the complaint and attempt to resolve the complaint informally if appropriate. The investigator shall notify the teacher/SSP that they are entitled to Association Representation throughout the investigatory process.

11-1-1 If appropriate, the principal or designee shall arrange a meeting with the complainant, the teacher, their Association Representative, if requested by the teacher, and the principal or designee in an attempt to resolve the situation. The teacher shall have no less than twenty-four (24) hours' notice that the meeting is to take place. Such notice shall be given in writing and dated.

11-1-2 If any record of the complaint, or its formal or informal resolution, is placed in the teacher's files, the teacher shall have the right to file a written response within twenty (20) school days.

11-2 Administrative Leave. If a principal decides to place a teacher on administrative leave for the purpose of further investigation, the principal or designee shall meet with the teacher to give specific allegation(s) and the basic reason why the administrative leave for investigation is necessary, ~~when possible~~.

11-2-1 The meeting shall take place at the end of the school day or whenever it is appropriate.

11-2-2 The principal shall provide the teacher a copy of the administrative leave checklist and review it with the teacher. The teacher shall sign the form only as acknowledgement of receipt and be given a copy of it for informational reference.

11-2-3 At the teacher's request a meeting will be held within three (3) school days. The purpose of the meeting is to give the teacher an opportunity to respond. The teacher may have Association representation at the meeting or at any investigatory meeting in which the teacher is expected to participate.

11-2-4 The investigation will be completed as expeditiously as possible. If an investigation must extend beyond seven (7) calendar days, or if the administrative leave must be extended, the teacher and the Association will be notified by phone calls from the Department of Human Resources or designee the reasons for the extension and the expected date of completion of the investigation and/or leave.

11-2-5 During the investigation, the teacher placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.

11-2-6 Following the completion of the investigation, the principal or designee shall meet with the teacher to share the results of the investigation and to give the teacher an opportunity to respond. The teacher may have Association representation at the meeting. The principal or designee shall determine appropriate resolution of the matter.

11-2-7 Administrative leave should be considered as an option to be used only when necessary to protect the students or staff or to conduct an appropriate investigation. Administrative leave is not a punitive action and there will be no record of the leave in a teacher's personnel file.

11-2-8 The Agreement Review Committee (ARC) will review on an annual basis administrative leaves for the prior year to ensure that the above procedures have been implemented appropriately.

11-3 Corrective Action. Before taking a corrective action against a teacher, the principal shall investigate the situation, meet with the teacher, and Association Representation, if requested by the teacher, and give the teacher an opportunity to respond.

11-3-1 If a principal or designee determines it may be necessary to take a corrective action, the principal shall inform the teacher of his/her intent to consider potential corrective action measures and allow the teacher the opportunity to have either another teacher or representation from the Association present at this meeting. The possibility of corrective action will be assumed if the allegation, if true, could potentially result in any form of corrective action against the teacher/SSP.

11-3-2 The principal or designee shall follow the procedures established in the District document "Basic Fairness and Due Process, A Guide for Corrective Discipline," except that non-probationary teachers and SSPs shall also be entitled to the same due process as non-probationary teachers.

11-3-3 Neither a letter of warning nor a letter of reprimand shall be issued, nor shall a teacher be suspended without pay, except for just cause.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 12 - Instructional Materials

12-1 In order to provide the best possible educational program in each school, the District ~~will endeavor to~~shall provide sufficient instructional materials and equipment to ensure that each pupil and teacher will have access to them.

12-1-1 Prior to final preparation of budgets for materials and supplies, the CSC, in consultation with the teachers affected, will determine an equitable distribution of resources in the proposed budget. The final building budgets will reflect the priorities established by the CSC.

12-1-2 Each school will be allocated a revolving fund through their budget accounts to use for the purpose of instructional materials that are not otherwise readily obtainable by teachers.

12-2 The Association and the District support equal educational opportunity for all children in the Denver Public Schools. It is their mutual aim, through the careful selection of multi-ethnic instructional materials, to help students develop a sense of individual worth and respect for the worth of others, regardless of their ethnic or cultural backgrounds.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 21 - Short Leaves of Absence

21-1 Sick Leave.

21-1-1 The District will allow ten (10) days of leave each year for teachers which may be used for the purpose of sick leave.

21-1-1-1 The above-ten (10) days, along with all previously accumulated sick days shall be available to the employee the first school day of each year.

21-1-2 Sick leave is to be used for a teacher's own illness, illness of an immediate family member, or the death of a family member or friend.

21-1-3 Unused sick leave shall be accumulated from year to year.

21-1-4 The Sick Leave Bank will be continued under guidelines and procedures developed and administered by the Sick Leave Bank Committee approved by the District and the Association. Teachers may choose to enroll in the Bank during September of any year. During the month of November, one (1) day will be taken from the available sick leave of the participating teacher and contributed to the Bank.

21-1-5 Unused accumulated sick leave will be included in the Compensation for Unused Sick Leave Program of the District up to a total number of one hundred eighty-four (184) days. See Article 31.

~~21-1-6 Because of the changes in this Article on Short Leaves of Absence effective January 1, 1991, it is the policy of the District that any teacher who accumulated sick leave days in excess of one hundred and ninety (190) days prior to December 31, 1990, shall continue to be credited with such accumulation, and such accumulation will be eligible for and included in the sick leave annuity program of the District.~~

21-1-6 Unless the District can provide statistical data proving sick leave abuse by the bargaining unit employee, the District shall not have the authority to request a doctor's note for sick leave.

21-1-7 Selling Sick Leave. Under the provisions below, teachers shall be allowed to convert unused sick leave from any one year to cash payments.

- a. Only unused sick leave from the previous school year shall be eligible for conversion by an individual. Balances from prior years will not be eligible. Conversion will be allowed only if the teacher's sick day balance will be more than 10 days after the conversion. The calculation of the amount of sick leave that is eligible shall be made after any conversions from personal leave to sick leave have occurred. Conversions from personal leave to sick leave will occur no later than July 1.

- b. The conversion value shall be at the daily substitute teacher's rate as defined in the contract.
- c. The dollar limit on conversion for any teacher shall be 3/181 times his/her annual base salary.
- d. There is an overall limit on conversions equal to the 2002-03 base year expenditures for substitute teachers minus the expenditures for the year in question. Both expenditures from the substitute teacher pool and for substitutes paid from the Long-Term Leave pool shall be counted. The calculation shall include an adjustment to the base year for changes in the rate of substitute teacher pay subsequent to the base year.
- e. In the event that teacher requests for sick leave conversions exceed the limit in (d) above, the requests for conversion shall be prorated. Teachers will get a share of the available days proportional to their share of the requested days.
- f. Teachers shall file a request with the benefits office for conversion on or before June 1 or the end of school whichever is later of each year. The benefits office shall obtain the overall expenditure limit from the budget office and allocate amounts to each request in accord with the provisions above. The payments shall be made in the August paycheck. Teachers may elect to redirect the payment into a 403(b), a 457, or other approved plans subject to the rules of those plans.

21-2 Personal Leave.

21-2-1 Teachers will have up to four (4) days per year of personal leave.

21-2-2 It is intended that personal leave will be available- to employees for personal and/or private only for reasons of hardship or other pressing or emergency need, and not merely for personal convenience. Unused personal leave will be accumulated from year to year as sick leave.

21-2-3 Personal leave may not be used to extend a period of school intermission or used in conjunction with the observance of a Federal Holiday.

21-3 Legal Proceedings Leave.

21-3-1 Teachers shall be granted leave time necessary to make appearances in any legal proceedings connected with the teacher's employment. The teacher shall be required to present the subpoena or summons to verify the teacher's need for absence.

21-4 Additional Leave Restrictions.

21-4-1 Use of personal leaves may be restricted or denied by the District when an adequate supply of substitute teachers is not available.

21-4-2 To maximize continuity of instruction, personal leaves will not be granted during the first four (4) or last four (4) weeks of the school year except for urgent, documented reasons.

21-4-3 Application for leave for purposes other than sick leave shall be submitted to the principal on a District approved form at least five (5) working days in advance, except in case of emergency.

21-5 Professional Leave. Teachers shall apply for professional leave days using a procedure established by the principal. This procedure shall be presented by the principal to the faculty every year. The principal will make every effort to distribute the days fairly among the faculty.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 22 - Extended Leaves of Absence

22-1 Unpaid leaves. Teachers will be granted the following extended leaves of absence according to the provisions set forth in Appendix B:

- (1) Association activities leave
- (2) ACTION, VISTA or Peace Corps
- (3) military
- (4) ~~maternity, paternity, and adoption~~
- (5) family illness
- (6) extended personal illness
- (7) elective office
- (8) travel/study or research
- (9) oversee dependent schools
- (10) general leave
- (11) corporate internship

22-2 Paid Leave. Teachers will be granted the following extended leaves of absence according to the provisions set forth in Appendix B:

- (1) sabbatical leave
- (2) vocational education proficiency leave
- (3) maternity, paternity, and adoption (up to twelve (12) weeks)

~~These leaves may be paid. Refer to Appendix B. Short term disability leave (formerly "Restoration of Health Leave") will no longer be available, effective September 1, 2003. Refer to Appendix B, 7 Extended Personal Illness Leave and Coverage by Long Term Disability Insurance.~~

22-3 Applying for Elective Extended Leaves. Teachers requesting elective extended leaves of absence should apply by the date established to the Department of Human Resources. In those cases, ~~T~~the Department of Human Resources will research availability of teachers, impact of the educational program, and impact on the District budget to determine if leaves may be granted. Requests for emergency leaves are accepted.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

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 B, paragraph 1.b.

23-1-2 The Association President or their designee may visit schools ~~for a specific purpose~~ after notification to the office of the principal. ~~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.

23-2 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. ~~The District shall deduct dues 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 the their monthly earnings of each bargaining unit employee and to remit said dues 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, unless that employee has revoked membership using the process outlined below.~~

~~The Association waives~~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 the above paragraph; 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.

23-3-1 Employees who have revoked membership may, at any time, become members of the Association 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 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.

- 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:

- 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.

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~~electronically transmit those revocation forms to District Payroll Department. Such revocation will be effective December 1.

23-4-4 When Association members have no earnings due them for the month, 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.

23-4-5 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.

23-4-6 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.

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.

23-5 Association Leave. The Association shall be entitled to one hundred fifty (150) full days per year for conducting 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.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

~~Article 29 – Task Force on School and District Climate~~

~~A positive school climate and good teacher morale contribute to higher student achievement. It is the shared responsibility of the District and the Association to work together to enhance morale and construct a positive school climate that supports improved job satisfaction and employee retention in the Denver Public Schools.~~

~~The District and the Association will convene a Task Force within the District to analyze the factors that influence and impact school climate and teacher morale and their effects on student achievement. The District and the Association have commissioned a comprehensive research study concerning the “Recruiting and Retaining of DPS Teachers.” The Task Force shall receive the results of the research study and put forth a plan of action to implement the findings and recommendations within the District.~~

~~The Task Force will serve at the direction of the Superintendent and the President of the Association. It will be comprised of a representative body of the Denver Public Schools Community including but not limited to parents, teachers, and administrators. Staff support in conducting the Task Force’s activities will be provided by the Department of Human Resources. Additional resource support will be provided by the Association as required and available to ensure the success of the Task Force.~~

~~The Task Force will continue to conduct and receive research information to assess, identify and track emerging employee morale and school climate issues. They will report back to the District and the Association on an annual basis pertaining to the District’s overall school climate. The report will provide an update/progress on employee morale and school climate as compared to the baseline findings. The report will also identify interventions that have had a significant impact on the issues. Additionally, the Task Force will identify continuing problem areas that remain to be addressed by the District and report back to the District and the Association on a periodic basis as required.~~

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 31 - Salary

31-1 Annual Compensation Adjustments.

- (1) Effective September 1, ~~2008~~2017, the salary scale shall increase, with Step 1, BA having a salary of \$50,000 and all other cells increasing proportionally.~~selected steps of the salary schedule shall receive an increase as shown on the schedule.~~
- (2) Education increments will be available in January and June of each year of this Agreement according to the procedures set forth in Article 31-4.
- (3) Regular experience steps shall be granted September 1 of each year of this Agreement.
- (4) Longevity increments shall be granted September 1 of each year of this Agreement.
- (5) Increases for ~~2009/2010~~2018/2019 and ~~2010/2011~~2019/2020 will be granted as follows:

~~9/2019~~2009: CPI + .25 + additional .4 if PERA merger closes prior to commencement of fiscal year; Flex dollars to increase by CPI + .25. \$504 contribution by District for those purchasing healthcare continues so long as the District does not cut general fund headcount as a result of budget cuts.

~~9/2020~~2010: CPI + .25 + additional .4 if PERA merger closes prior to commencement of fiscal year; Flex dollars to increase by CPI + .25. \$504 contribution by District for those purchasing healthcare continues so long as the District does not cut general fund headcount as a result of budget cuts.

These increases are subject to the provisions outlined in Article 4-2.

The salary schedule below shall be effective September 1, 2009.

~~Denver Classroom Teachers Association~~

~~Salary Schedule Effective 9/1/08~~

~~Includes 3.0% Increase over the 9/1/07 Schedule~~

	1.03					
	BA	BA+30	BA+60 / M.A.	MA+30	MA+60	DOCTORATE
TIR	\$34,800		\$35,311			
Step 1	\$36,635	\$36,904	\$37,172	\$38,392	\$40,949	\$43,522
Step 2	\$36,910	\$37,257	\$37,603	\$40,248	\$42,920	\$45,609
Step 3	\$37,013	\$37,494	\$39,099	\$41,877	\$44,666	\$47,477
Step 4	\$37,201	\$37,697	\$40,559	\$43,471	\$46,383	\$49,308
Step 5	\$37,539	\$39,262	\$42,283	\$45,301	\$48,339	\$51,391
Step 6	\$37,765	\$40,930	\$44,080	\$47,216	\$50,378	\$53,578
Step 7	\$39,357	\$42,666	\$45,930	\$49,240	\$52,509	\$55,879
Step 8	\$41,015	\$44,437	\$47,875	\$51,331	\$54,750	\$58,276
Step 9	\$42,731	\$46,344	\$49,916	\$53,516	\$57,146	\$60,781
Step 10	\$44,546	\$48,313	\$52,068	\$55,830	\$59,578	\$63,398
Step 11	\$46,427	\$50,335	\$54,271	\$58,176	\$62,136	\$66,135
Step 12	\$48,408	\$52,486	\$56,605	\$60,732	\$64,816	\$68,984

Step 13	\$50,882	\$55,173	\$59,640	\$63,755	\$68,068	\$72,408
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~~31-2 Teachers in Residence (TIR) newly hired by the District for the 2002-2003 school year and thereafter, will be placed on the appropriate TIR step of the salary schedule. Teachers in Residence will remain on the TIR step until they receive a Colorado teacher license. Except for the provisions of Article 31-1(3), when Teachers in Residence receive a Colorado teacher license, they will be advanced immediately to the appropriate educational column and the experience step commensurate with their experience with the District and approved outside experience.~~

31-3 Salary Schedule Placement and Advancement. Teachers shall be placed and advanced on the salary schedule based on their experience in teaching and level of education in accordance with Board policy. Before the Board makes any change to existing policies regarding placement and advancement, the Association must be notified and given opportunity to discuss any proposed changes with the Board. Guidelines for placement and advancement will be provided to the Association, posted, and provided to any teacher who requests it. Changes made during the year must be distributed to the Association, posted, and provided to any teacher who requests it within thirty (30) days following adoption by the Board.

31-4 Education Increments. Teachers shall receive education increments on the next scheduled payday that is at least twenty-five (25) days after the teacher has submitted all required transcripts and necessary paperwork to the Department of Human Resources.

31-4-1 Teachers may elect to earn credit for District in-service at the rate of fifteen (15) hours contact time for one hour of semester credit, which may be used for advancement on the salary schedule to any educational column. Should compensation for in-service be required as otherwise described in this Agreement, the teacher may elect to earn credit in lieu of pay.

31-5 Longevity Increments. Longevity increments are awarded after the completion of fifteen (15) years of Denver Public Schools experience and each five-year period thereafter. Payment of longevity increments shall be the next month following the employee's anniversary date.

31-5-1 Effective September 1, 2004, the value of each longevity increment reflects an increase of 1.0%. For each teacher this means that of the longevity increments earned prior to September 1, 2002, the most recent one earned will be valued at \$1,275 and all prior longevity increments will be valued at \$741. The value of each longevity increment earned on or after September 1, 2002 will be \$1,275. Article 31-5-1 applies to a limited group of employees.

31-6 Compensation of Newly Hired Teachers. Teachers newly hired by the District will be paid for ~~up to thirty (30) hours of~~ orientation days under Article 8-1-1. Such payment will be based on the teacher in-service education rate.

31-6-1 The District shall seek advice from the Association in the development of new teacher pre-service, induction and in-service programs.

31-6-2 All teachers required to participate in the Induction Program will be paid at the in-service rate specified in Article 32.

31-6-3 In lieu of in-service pay, teachers may elect to earn credit for District in-service at the rate of fifteen (15) hours contact time for one (1) hour of semester credit, which may be used for advancement on the salary schedule to any educational column.

31-7 Incentives for National Board Certification.

31-7-1 The District will support up to five (5) candidates for National Board Certification with a grant of \$1,000 each. The Association will support up to five (5) candidates for National Board Certification who are members of the Association with a grant of \$500 each.

31-7-2 Teachers who obtain National Board Certification and continue to hold valid certification shall be placed on the next higher education column. A teacher in the doctorate column shall receive an additional 7% increase to his/her annual salary.

31-8 Stipends for English Language Acquisition – Spanish (ELA-S) Teachers. The District shall pay stipends to qualified teachers who serve in English Language Acquisition – Spanish (ELA-S) assignments. Beginning with the completion of the 2002-03 school year, teachers will be paid the incentive on their July check.

31-8-1 Effective September 1, 2003, teachers who have successfully completed the Spanish Language Proficiency Test or any other District approved assessment will be considered qualified.

31-8-2 Upon qualification and teaching in an ELA-S assignment, a teacher will receive an eight hundred dollar (\$800) stipend for additional service. Teachers will not need to serve in consecutive years to receive the increased incentive.

31-8-3 Teachers serving in ELA-S designated positions are not eligible for the stipend defined in 31-9.

31-9 Stipends for Spanish Qualified Teachers and Special Service Providers (SSP) at ELA Program Middle, 6-12 and High Schools. The District shall pay a stipend to Spanish qualified teachers and SSPs who serve in ELA Program middle, 6-12 and high schools. Teachers and SSPs will be paid the stipend on their July check.

- 31-9-1 Effective September 1, 2008, teachers and SSPs who have successfully completed the Spanish language Proficiency Test or any other District approved assessment will be considered qualified.
- 31-9-2 Upon Qualification and assignment at an ELA program middle, 6-12 or high school as a Spanish qualified teacher or SSP, a teacher or SSP will receive a five hundred dollar (\$500) stipend.
- 31-9-3 Fifty percent of a teacher or SSP's assignment must be in an ELA Program middle, 6-12 or high school to be eligible for this stipend.
- 31-10 Stipends for Other Language Qualified Teachers and Special Service Providers (SSP) at ELA Program Middle, 6-12 and High Schools. The District shall pay stipends to Other Language qualified teachers and SSPs who serve in ELA Program schools at ELA Program middle, 6-12 and high schools. Teachers and SSPs will be paid the incentive on their July check.
- 31-10-1 Other language is defined consistent with the ELA Program Court Order. An Other Language is any language where there are 15 or more speakers of a particular language at a school and that language is spoken by more than 100 students in the Denver Public Schools.
- 31-10-2 Effective September 1, 2008, teachers and SSPs who have successfully completed a District approved language proficiency exam in an Other Language will be considered qualified.
- 31-10-3 Upon qualification and assignment at an ELA Program School as an Other Language qualified teacher or SSP, a teacher or SSP will receive a five hundred dollar (\$500) stipend.
- 31-10-4 Fifty percent of a teacher or SSP's assignment must be in an ELA Program middle, 6-12 or high school that meets the requirements defined in 31-10-1 to be eligible for this stipend.
- 31-11 Freezing Teacher Compensation for Unsatisfactory Performance. Any teacher who received an unsatisfactory performance appraisal and is on a Remediation Plan is not eligible for and will not receive an experience increment. All other teachers who receive an unsatisfactory performance appraisal and are on a Remediation Plan will not receive the scheduled cost of living adjustment. It is the intent of the parties that this Article shall not result in a reduction of a teacher's current salary. When the teacher successfully completes the Remediation Plan, the teacher will be placed on the appropriate step, with the correct longevity at the current rate, effective at the beginning of the month following such successful completion.
- 31-12 Compensation for Unused Sick Leave. The Sick Leave Annuity Plan begun for teachers in 1980 will be continued unless modified pursuant to Article 6. Effective September 1,

1994, each teacher electing retirement will be provided compensation for accumulated sick leave days as follows:

- 31-12-1 When the teacher has met the requirements for retirement in the District, that teacher shall be eligible for compensation for accumulated sick leave.
- 31-12-2 A maximum payment of Fourteen Thousand Dollars (\$14,000) will be made by the District for teachers who have accumulated one (1) year or more of unused sick leave upon retirement.
- 31-12-3 The payment of Fourteen Thousand Dollars (\$14,000) shall be reduced by 1/184 for each day less than an accumulation of one hundred eighty-four (184) days.
- 31-12-4 Prior Accumulation. Because of the changes in short leaves and in recognition of sick leave that was accumulated prior to December 31, 1990, any teacher who accumulated sick leave days in excess of one hundred eighty-four (184) days up to and including December 31, 1990, shall continue to be credited with such accumulation. Such accumulation shall be eligible for payment on a prorated basis at the rate of 1/184 of Fourteen Thousand Dollars (\$14,000) for each day, provided the teacher is otherwise eligible to participate in the Plan.
- 31-12-5 Payment Options. Upon retirement, teachers may choose one of four options for payment of their compensation for unused sick leave, subject to provisions of the IRS code:
- Single sum payment;
 - Payment in equal thirds over a three year consecutive period beginning with the first year of retirement;
 - Deferring the unused sick leave payout into a 403(b) plan, 401(k) plan or other approved plan;
 - Placement of the unused sick leave amount into a 503(c)(9) trust to subsidize future health insurance costs for the employee.
- 31-12-5-1 The District and the Association shall coordinate efforts to communicate information with respect to payment options to teachers.
- 31-12-5-2 Simple Trust. By January 1, 2004, the District and the Association shall establish a Simple Trust for the purpose of holding jointly managed fund contributions. A board composed of two (2) teachers from the Benefits Board appointed by the DCTA President, and two (2) administrators from the Benefits Board appointed by the Superintendent, shall govern the trust.

~~31-11 Work Group to Consider Options for Calculating Highest Average Salary. The District and the Association shall establish a joint work group to consider options for working methods used by the Public Employees Retirement Association (PERA) for calculating highest average salary. The work group should consider topics including but not limited to:~~

- ~~• Inclusion of unused sick leave at the rate of .0015 per day~~
- ~~• Inclusion of summer service~~
- ~~• Inclusion of service credit~~

~~The work group will complete its charge in time for consideration by the negotiations teams in the spring of 2004.~~

~~As of 8/08, work has been completed and workgroup shall reconvene as needed and agreed upon by both parties.~~

31-13 Teacher Education Fund. The Teacher Education Fund of Three Hundred Thousand Dollars (\$300,000) will be continued unless modified pursuant to Article 6. The fund will operate as a trust fund and the interest will be available for teachers to further their education, consistent with District objectives. The guidelines for application and awarding scholarships will be developed by a joint committee with equal representation from the Association and appointments by the Superintendent, and the guidelines will be sent to the Superintendent for final approval.

31-13-1 Teachers will only be reimbursed for courses relevant to the District's educational mission, including preparation and/or assessments associated with meeting the standards of a highly qualified teacher under No Child Left Behind. The committee will include in its guidelines standards of relevancy for reimbursement.

31-13-2 The District will provide clerical support to implement the committee's decisions. Such clerical support will not exceed twenty (20) hours per month.

31-14 Transportation Allowance.

31-14-1 Teachers whose duties require travel between two (2) or more schools shall be reimbursed at the IRS standard mileage rate for the use of their automobile.

31-14-2 Teachers authorized transportation allowance are required to carry bodily injury automobile liability insurance in accordance with state law. An up-to-date proof of insurance must be provided to the approving supervisor in order to be eligible for this program.

31-14-3 The District agrees to add teachers to its automobile liability insurance coverage when these teachers are required to transport students as part of the course and scope of employment. The District will add these teachers by job description or name. Proof of underlying insurance is required from each authorized teacher at the level of One Hundred Thousand Dollars (\$100,000)/person, Three Hundred Thousand Dollars (\$300,000)/occurrence and Fifty Thousand Dollars (\$50,000)/property. Each authorized teacher will receive a thirty-dollar (\$30.00) stipend per month in addition to mileage.

31-14-4 Teachers authorized transportation allowance but not owning or driving an automobile are reimbursed for actual bus fare expenditures.

31-15 Early Notification of Retirement. Any teacher who is eligible for retirement benefits and submits a retirement request effective 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.

31-16 The District will provide to DCTA, prior to the start of negotiations, an accounting of vacancy/turnover savings as used in the budget estimates according to a methodology agreed to by the District and DCTA.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 32 - Extra Duty Compensation

32-1 In accordance with the provisions for work week and work year found in Articles 8-1 and 8-2, any time a teacher agrees to perform work for the District beyond the work week or work year, that teacher will be compensated as described in this Article.

32-2 Substitute Pay

Retired Classroom Teachers who substitute for the District will earn \$110.01 per day and upon attaining sixty days during any school year will receive a daily rate of \$154.50/day - \$77.25/half day for any additional days worked that school year.

Daily Substitutes who substitute for the District will earn \$93.51 per day and upon attaining sixty days during any school year will receive a daily rate of \$141.11/day - \$70.55/half day for any additional days worked that school year.

In addition to the rate changes outlined above, the District will take the following actions:

1. Links will be added to the District’s Substitute website directing interested parties to professional development opportunities with the District.
2. The District will perform an analysis of the substitute tracking data to look for potential trends or issues. The data will be made available to DCTA during the annual collective bargaining process.
3. Substitute teachers will be surveyed by March 1, 2009 to determine if there are other potential issues that can assist with retention.

32-3 Hourly and Daily Rates. Increase all rates below by five percent (5%) over current rates

<u>Duty</u>	<u>Rate</u>
Curriculum Development Assignments	\$33.19/hr.
Summer School Teaching	\$33.19/hr.
In-Service Education	\$21.57/hr.
Hourly Teacher	\$21.57/hr.)
Long-Term Substitute	\$168.55/day
Daily Substitute	\$93.51/day

Daily Substitute identified in the District substitute system as a retired teacher from

Denver or any other district	\$110.01/day
Daily Substitute – Hard to Serve Schools	\$145.00/day
Teachers for Homebound	\$33.19/hr.
Senior High Stage Manager (max. 100 hours per building)	\$33.19/hr.
Senior High Supervision at Afternoon Event	\$18.79/event
Senior High Supervision at Evening Event	\$31.30/event
In-Service Presenter Assignments	\$33.19/hr.
Mentor Assignments	\$220.03/semester for 1 mentee \$412.56/semester for 2 mentees \$453.94/semester for 3 or more mentees
<u>Assistance Team Member</u>	\$561.06 for each of one or two 30-working day period(s)
<u>Assistance Team Chairperson</u>	\$759.09 for each of one or two 30 working-day period(s)

32-3-1 Principals have the right to ask other teachers and appropriate personnel to supervise activities for compensation if they are unable to secure enough teachers from their own building.

32-4 Activity Salaries. – Increase all rates below by five percent (5%) over current rates

Step	Schedule 1	Schedule 2	Schedule 3	Schedule 4	Schedule 5	Schedule 6
1	\$4,676	\$3,555	\$2,993	\$2,915	\$2,594	\$2,272
2	\$4,901	\$3,780	\$3,220	\$3,139	\$2,818	\$2,497
3	\$5,126	\$4,005	\$3,445	\$3,365	\$3,044	\$2,723
4	\$5,351	\$4,230	\$3,670	\$3,590	\$3,268	\$2,948
5	\$5,576	\$4,454	\$3,894	\$3,814	\$3,496	\$3,178
6	\$5,802	\$4,681	\$4,120	\$4,040	\$3,719	\$3,400

Step	Schedule 7	Schedule 8	Schedule 9	Schedule 10	Schedule 11	Schedule 12
1	\$1,001	\$852	\$526	\$5,234	\$5,555	\$4,210
2				\$5,488	\$5,834	
3				\$5,740	\$6,111	
4				\$5,993	\$6,390	
5				\$6,244	\$6,667	
6				\$6,496	\$6,944	

32-4-1

- Schedule 1: Forensics Director (Senior High), Band Director (Senior High), Choir Director (Senior High), Dramatics Director, Dance Director, Cheerleading Director
- Schedule 2: Head Football, Head Basketball, Head Wrestling
- Schedule 3: Head Baseball, Head Softball, Head Track
- Schedule 4: Head Girls Golf, Head Girls Tennis, Head Swimming, Head Cross Country, Head Gymnastics, Head Soccer, Head Volleyball, Assistant Basketball, Assistant Football, Assistant Wrestling, Head Field Hockey, Head Lacrosse
- Schedule 5: Assistant Baseball, Assistant Softball, Assistant Track, Assistant Swimming, Assistant Gymnastics, Assistant Soccer, Assistant Volleyball, Assistant Field Hockey, Assistant Lacrosse, Head Boys Golf, Head Boys Tennis
- Schedule 6: Assistant Boys Golf, Assistant Boys Tennis
- Schedule 7: Elementary and Middle School Vocal and Instrumental Music Directors (3 concerts/year), and Elementary, Middle and High School Art Teachers (3 shows/year)
- Schedule 8: Middle School Dramatics Director (2 plays/year) (cont'd.)
- Schedule 9: Middle School Forensics Director (3 meets/year)
- Schedule 10: Denver School of the Arts performing arts, music, and design technology arts staff, stipends
- Schedule 11: Building Instructional Coaches

Schedule 12: JROTC Instructors

- 32-4-2 When a teacher moves from an assistant coach to a head coach in the same sport, the following season the teacher shall be advanced to the same step on the new schedule.
- 32-4-3 Every year teachers shall be granted one step for each year of experience in the same activity.
- 32-4-4 Teachers newly hired to head coach positions from head coach positions outside the District after August 31, 2000 shall be granted one-year experience for each year of outside experience. Teachers newly hired to head coach positions from assistant coach positions outside the District shall be granted one-year experience for each two years outside experience.
- 32-5 Representation on Athletic Board of Control. The DPS Coaches Association shall name one representative to the District Athletic Board of Control; such representative is to be a voting member of said Board.
- 32-6 Calendar of Activities. Principals, after consulting with the PSC, should establish the school calendar of extra-curricular activities and should determine which activities will be held and how many persons are necessary to perform such functions. It shall be the function of the CSC and the principal to determine the fund dispersal resulting from the allocations under this Article.
- 32-7 Paid Class Coverage. The Board agrees to pay teachers directed to cover assignments for other teachers.
- 32-7-1 The amount paid the teacher or teachers covering the assignment ~~would be prorated at the rate of \$21.57 per hour~~ shall be that teacher(s) hourly rate. Teachers shall be paid for a minimum of one (1) hour.
- 32-7-2 The teacher's school day may be extended the appropriate amount of time.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

APPENDIX A – Extended Leaves of Absence

Medical Leaves of Absence

Certain teachers are eligible for benefits under the Family and Medical Leave Act (FMLA). An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid sick, personal and vacation leave (in that order) prior to being eligible for unpaid leave. Paid leave runs concurrently with and does not extend the duration of the leave.

The District shall at the time of approving the teacher's request for such leave, give the teacher written notice specifying which portion of such leave will be designated as FMLA leave. Other provisions of FMLA and District policy may apply to the FMLA portion of the leave. Please see Board of Education Policy GBGF- Family and Medical Leave for more information on district FMLA policy.

Available Medical Leave Types:

1. Maternity, Paternity and Adoption Leave.

All teachers employed half-time or more will be (provided all eligibility requirements are met) granted maternity, paternity and/or adoption leave for up to ~~two (2) years~~ one (1) year, without pay or increment, when requested in writing.

- a. Maternity, paternity, and adoption leave shall be fully paid leave during the first twelve (12) weeks, and unpaid for the remainder unless the employee uses accumulated sick or vacation time.
- b. A request for maternity, paternity or adoption leave must be presented to the District at least thirty (30) days prior to the date on which the requested leave will commence. Exceptions will be made in the event of unforeseen medical complications.
- c. The period of probation for a teacher will be extended in accordance with the length of leave of absence pursuant to the Colorado Revised Statutes 22-63-203
- d. The teacher will remain as part of their school staff while on leave. To the extent the vacated position requires a replacement, it will be posted and filled using a placeholder, eligible for mutual consent, for the remainder of the semester or school year unless the teacher indicates he/she will return within 90 school days, in which case the position will be filled on a temporary basis until the regular teacher returns. In no case will the teacher's position with the district be held for more than one (1) year.

2. Family Illness Leave.

A leave of absence of up to one (1) year, without pay or increment, will be granted to teachers (provided all eligibility requirements are met) for the purpose of caring for a sick member of the

teacher's immediate family, as defined under the Family and Medical Leave Act (FMLA), who is suffering from a serious medical condition. The teacher will remain as part of their school staff while on leave. To the extent the vacated position requires a replacement, it will be posted and filled using a placeholder, eligible for mutual consent, for the remainder of the semester or school year, unless the teacher indicates he/she will return within 90 school days, in which case the position will be filled on a temporary basis until the regular teacher returns. ~~In no case will the teacher's position with the district be held for more than (one) 1 year.~~ The District shall hold the teacher's position for up to one (1) year. The period of probation for a teacher will be extended in accordance with the length of leave of absence pursuant to the Colorado Revised Statutes, 22-63-203.

3. Extended Personal Illness Leave.

Any teacher who suffers from a serious medical condition and such condition extends beyond accumulated sick leave allowable, will be granted a leave (provided all eligibility requirements are met) of absence of up to one (1) year without pay or increment.

- a. Request for such leave must be accompanied by a statement from an attending physician that such leave is medically necessary.
- b. Request for such leave must also be approved by the Department of Human Resources. An external consultant may be used, but the District will make the final decision.
- c. The teacher will remain as part of their school staff while on leave. The vacated position will be posted and filled using a placeholder, eligible for mutual consent for the remainder of the semester or school year, unless the teacher indicates he/she will return within 90 school days, in which case the position will be filled on a temporary basis until the regular teacher returns. In no case will the teacher's position with the district be held for more than one (1) year. The period of probation for a teacher will be extended in accordance with the length of leave of absence pursuant to the Colorado Revised Statutes 22-63-203.

4. Extended Personal Illness Leave and Coverage by Short and Long-Term Disability Insurance.

- a. Short-term disability insurance is available to certain members of Colorado PERA. Certain rules & restrictions apply. See www.copera.org for more information.
- b. Long-Term Disability is available through Denver Public Schools to a full-time contract employee or long term substitute teacher assigned to a vacant position with an expected duration of at least 16 days.
 - i. Eligibility waiting period: Full time employees are eligible for this benefit upon completion of three months of continuous service. Additionally, you must be off work due to disability for 3 months before payments begin (if approved). See http://hr.dpsk12.org/health_leaves to review the Long term disability insurance handbook.

- ii. Employees approved for short or long-term disability insurance will need to do so concurrently with FMLA and/or an extended personal illness leave as described in item 3 above. In no case will a teacher's position with the district be held for more than one (1) year.

Non-Medical Leaves of Absence

Certain leaves for non-medical reasons are available to eligible employees upon request and approval from the Department of Human Resources.

Non-Medical Leave Types:

1. Association Activities Leave. The District agrees that up to three (3) teachers designated by the Association may, upon request, be granted a leave of absence for the duration of their term, without pay, for the purpose of engaging in Association activities, local, state, or national.

- a. Upon return from such leave, a teacher 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 teacher would have achieved if the teacher had remained actively employed during the period of absence.
- b. When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for up to one (1) full school year.

2. Military Leave.

Leave for military personnel will be handled in accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). As a matter of course the following will apply to all employees utilizing leave under USERRA:

- a. Employees who are inducted into the U.S. Armed Forces or who are reserve members of the U.S. Armed Forces or state militia groups will be granted leaves of absence for military service, training or other obligations in compliance with state and federal laws.
- b. These employees may use accrued vacation leave but are not required to do so.
- c. At the conclusion of the leave, employees generally have the right to return to the same position held prior to the leave or to positions with equivalent seniority, pay and benefits.
- d. Employees are requested to notify their supervisors as soon as they are aware of the military obligation. Generally, an employee retains a USERRA right to re-employment as long as the individual's cumulative length of military service does not exceed five years.
- e. Questions regarding military leave policy, applicable state and federal laws and continuation of benefits should contact Human Resources. Additional information can also be found at: <http://www.dol.gov/elaws/vets/userra/mainmenu.asp>

3. General Leave

General leave of absence may be granted to a non-probationary teacher, as defined in Article 1-1, without pay, increment, or benefits when such teacher identifies circumstances, which may require an extended absence from the District.

- a. 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 the following:
 - Elective Office Leave
 - Travel, Study or Research Leave
 - Corporate Internship Leave
 - *Overseas Dependent Schools Leave: -Upon return, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had remained actively employed during the period of absence.
 - ACTION Programs Leave (Peace Corps, Vista, etc.) Upon return from such leave, a teacher will be placed on the salary schedule at the level the teacher would have achieved had the teacher remained actively employed during the period of absence
- b. Applications for general leave of absence must be filed by the date established by the Department of Human Resources for making such application, except in case of extreme emergency.
- c. General leave of absence will be for one (1) semester or one (1) year. Return from such leave can be only at the beginning of a semester.
- d. The teacher will remain as part of their school staff while on leave. The vacated position will be posted and filled using a placeholder, eligible for mutual consent, for the remainder of the semester or school year(s), unless the teacher indicates he/she will return within 90 school days, in which case the position will be filled on a temporary basis until the regular teacher returns. In no case will the teacher's position be held for more than one school year.
- e. Time spent on a general leave of absence will not be accredited for seniority purposes with the exception of action programs and overseas dependent school leave.

Additional Extended Leave Conditions.

The following conditions shall apply to all extended leaves of absence:

- a. All requests for extended leaves of absence will be applied for and granted in writing through the Department of Human Resources.
- b. The time spent on extended leaves of absence shall not be counted towards the requisite probationary period for obtaining non-probationary teacher status.
- c. No combination of leaves of absence shall exceed one (1) year.
- d. Teachers shall continue to accrue seniority in the District while on approved extended leaves, except that seniority shall not accrue while a teacher is on general leave.

e. Except to the extent required pursuant to the Family and Medical Leave Act (FMLA), employee benefits will not be provided to a teacher while on an unpaid extended leave of absence.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 33 – Special Service Providers

The District and the Association recognize the valuable contribution that special service providers bring to our schools and to improving student achievement. Therefore, the Board and the Association are committed to providing schools with both multidisciplinary teams and staffing ratios that lead the Denver metropolitan area.

33-1 Employment

33-1-1 SSP's shall be hired, assigned and transferred according to written procedures made available to all employees. These procedures will outline the processes used during the staffing cycles; including the following:

- Hiring
- Reduction in Building/Department (RIB),
- Placement/Reassignment

33-2 Probationary Period

33-2-1 SSP's will serve a 3 year probationary period during which their employment can be terminated in accordance with board policy. Those SSP's who work 120 days of any year will have that year count towards the 3 year probationary period..

33-2-2 After the 3 year probationary period, SSP's shall be considered non-probationary. The District shall have the right to terminate non-probationary SSP's only for just cause. will be awarded continuing service status with the district. At that time, dismissal actions will be processed in accordance with Board of Education policy GDQD & GDQD-R. See <http://www.dpsk12.org/policies/> for more information.

33-2-2-1 Any non-probationary SSP who is the subject of a RIB and does not receive mutual consent to a new position, shall be entitled to a long-term placement for a period of twelve (12) months.

33-3 Collaboration

33-3-1 Department Leadership Team-

33-3-1-1 Each functional area within the Division of Student Services will have a Department Leadership Team (DLT). Functional areas are defined as: School Psychology, School Social Work, School Occupational Therapy/Physical Therapy, School Speech language Pathology, Audiology, and School Nursing,

33-3-1-2 The DLT will be comprised of the functional director and/or manager/supervisor, the functional area association representative, a SSP appointed by the functional director and/or manager, and a minimum of three representatives elected annually by secret ballot vote of the SSP's in the functional areas. The DLT will seek to operate in an environment marked by mutual support and respect.

33-3-1-3 The role of the DLT will be to:

- Collaborate with Student Services Leadership around identifying best practices of service delivery the respective functional area.
- Review and collaborate with Student Services Leadership around the processes for hiring, assignment, transfer, and workload expectations including assignments less than five days.
- Review and collaborate with Student Services Leadership regarding professional development plans for their respective functional area.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 34 – Innovation Schools

34-1 Innovation School Plan Process.

34-1-1 Any school exploring a transition to an innovation school shall notify the Association at least six (6) months prior to the deadline to submit an innovation plan to the District.

34-1-2 A joint task force shall be created, comprised of Building Administration, Association bargaining unit members, elected by their peers, and members of the community. Members of the District Administration and Association leaders may also attend, but shall not be voting members. All matters of the included in the proposed innovation plan shall be decided by majority vote.

34-1-3 Once an innovation plan is finalized by the joint task force, the plan shall be provided to staff and public not less than one (1) month before a vote to approve the plan is conducted. During this time, the Building Administration shall hold no less than two (2) forums, open to the public to explain the innovation plan and answer questions. Teachers shall also participate in at least one (1), forty-five (45) minute meeting with Association representatives regarding specifics of the innovation plan, prior to the vote.

34-1-4 The wording for the ballot for the innovation plan vote shall be jointly agreed-upon by the District and Association.

34-1-5 The Association shall jointly conduct the innovation vote.

34-1-6 Any school that rejects an innovation plan shall remain a traditional school for not less than three (3) years.

34-1-7 Any vote regarding innovation plans, including innovation plan renewal, shall be conducted by secret ballot.

34-2 Innovation Plans.

34-2-1 Failure of the District and/or Building Administration to abide by the innovation plan in place shall be subject to the grievance process.

34-2-2 In the event any Innovation school suffers a turnover rate of Association bargaining unit members greater than ten percent (10%) from the beginning of one school year to the beginning of the next, the innovation plan shall be subject to a re-vote. Any innovation plan that fails said revote shall be subject to section 34-1-6 above.

34-2-3 Any school seeking to renew their innovation plan shall follow the process set forth in Article 34-1. Schools are explicitly permitted to propose changes to their waivers.

34-2-2-1 Any school that rejects an innovation plan renewal shall revert to a traditional school, and shall remain so for at least three (3) years before innovation may be considered, again.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Article 35 - The Whole Child. Both the District and the Association affirm their commitment to the education of the whole child. It is understood by both parties that social and emotional growth are of equal importance to academic growth when it comes to the success of students, in the classroom and in life, and that the whole child must be considered in every regard.

35-1 Adequate School Support Staff Access. All schools in the District shall employ sufficiently trained professionals for each school so that no child shall be denied the resources necessary to be successful

35-1-1 Each school shall have at least one (1) designated community liaison, but shall designate more, based on need.

35-1-2 Each school shall have at least one (1) full-time nurse.

35-1-3 Each school shall have at least the equivalent of one (1) full-time mental health SSP.

35-2 Recess. All students in the District shall have no less than two, twenty (20) minute periods, or the equivalent, each day for unstructured playtime/breaktime. For elementary school students, meal time shall not be included.

35-3 Restorative Practices. All schools in the District shall provide training on culturally-relevant restorative practices for all District employees.

33-3-1 Any discipline model implemented by a school shall be approved by majority vote of the faculty employed at that school.

35-4 Social-emotional Learning. Each school in the District shall provide regular social-emotional learning to all students. The specific social/emotional curriculum shall be determined by a majority vote of the SLT.

35-6 Health and Sexual Education. The District shall provide age-appropriate health and sexual education to each student in the District.

35-7 Elective Courses. Schools shall offer a broad selection of elective classes. The District shall not cancel elective courses in a school, unless there is no alternative.

35-8 Graduation. The School Board shall not propose changes to graduation requirement without consultation with the Association.

35-9 Nutrition. The District shall provide to every student meals each day that contain fresh fruits and vegetables.

{Signatures on Following Page}

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____