

**SUPPLEMENT TO
AGREEMENT
BETWEEN
SCHOOL DISTRICT #1
DENVER PUBLIC SCHOOLS
AND
DENVER CLASSROOM TEACHERS ASSOCIATION
AS A RESULT OF 2012 CONTRACT NEGOTIATIONS**

All provisions of the Master Agreement will continue until August 31, 2015, incorporating the changes described in this supplement.

Article 1 - Definitions

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 special services license from and are performing duties in the capacity of a SSP as defined by the Colorado Department of Education.

Article 3 - Covered Employees and Recognition

3-1 Employees covered by this Agreement include all teachers as defined in Article 1-2, all SSP's as defined in 1-12 and JROTC instructors, but excluding vocational teachers covered by the Vocational Teachers' Federation Agreement and Type II Authorization Interns.

Article 5 – Student Achievement, Instruction and Educational Reform

5-4 – School Leadership Team

Each school will have a School Leadership Team (SLT) consisting of the principal, the association representative, a teacher appointed by the principal, and a minimum of 3 teacher representatives who should represent a cross section of the faculty including grade levels, specials, department chairs and special service providers. These (SLT) members are elected annually by a majority of the faculty voting by secret ballot. The SLT will seek to operate in an environment marked by mutual support and respect. The SLT will make decisions by consensus. A consensus is either a unanimous decision or a majority decision that the entire SLT, including the dissenters, will support. If consensus cannot be reached, the matter shall be referred to the Instructional Superintendent who shall consult with the Association prior to making a decision.

The SLT will meet regularly their responsibilities shall include:

- a. Review data and collaborate in the development of the School Improvement Plans;
- b. Review and collaborate on the design of the school's schedule, including but not limited to:

- student schedule
- teacher schedule
- professional development plan and schedule within the workday and/or workweek
- Other operational and professional functions (eg. committee meetings, faculty/staff meetings, grade-level meetings, vertical team meetings, departmental meetings, planning with instructional personnel, data teams)

The SLT shall take into consideration other professional development and teacher obligations in scheduling this time;

- c. Review and collaborate on the implementation of the District's instructional program as it specifically applies to classrooms and grades at the school including prioritizing and sequencing activities within the teacher work week
- d. Collaborate to identify strategies for increasing enrollment at the school;
- e. Collaborate to develop communication strategies for regularly reporting student progress to parents;
- f. Collaborate to implement best instructional practices;
- g. Perform additional duties as outlined in Article 8.

Article 8 – Professional Standards

8-2 (2) Deleted

8-3 Increases to individual planning time:

- For Secondary Teachers: Each secondary school teacher shall receive a minimum of three-hundred-forty-five (345) minutes of self-directed instructional 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 school contact day. If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student contact day.
- For Elementary/ECE/K-8 Teachers: Each elementary/ECE/K-8 school teacher shall receive a minimum of three hundred (300) minutes of self-directed instructional planning time per week. Within the three-hundred-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 school contact day.

If that is not possible, some of the uninterrupted block of forty (40) minutes may be scheduled outside the student contact day.

- The District recognizes the importance of having time for instructional planning. When feasible and appropriate, schools may extend the amount of planning time available, especially for elementary/ECE/K-8 school teachers.
- 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.

Article 32 - Extra Duty Compensation

32-7 Extended Learning Opportunity. For the 2012-2013 school year, the hourly rate paid to teachers in the 2012-13 Extended Learning Opportunity Pilot will be \$28.00 per hour for hours worked according to their school's ELO plan over the 40 hour work week that are subject to the hourly rate.

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 one (1) year, without pay or increment, when requested in writing.

- a. 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.
- b. 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
- c. 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 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.

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- 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.

ADDENDUM – SPECIAL SERVICE PROVIDERS (NEW LANGUAGE)

Statement of Beliefs

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.

Employment

Special Service Providers (SSP's). 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

Probationary Period

SSP's will serve a 3 year probationary period during which their employment can be terminated in accordance with board policy. Those SSP's hired after October 1 who work 120 days of any year will not have that year count towards the 3 year probationary period.

After the 3 year probationary period, SSP's 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.

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,

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.

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.

COMPENSATION

2012-2013

Teachers and special service providers under the DPS/DCTA Agreement shall receive the following compensation for the 2012-13 contract year:

- For teachers/special service providers on the master salary schedule:
 - Steps/lanes/longevity beginning in September 2012
 - If November 2012 mill levy is approved, an additional one percent (1%) cost of living (“COLA”) increase retroactive to September 2012 to be paid by January 31, 2013

- For teachers/special service providers in ProComp:
 - ProComp base building incentives (e.g., CPE, SGO, PDU, Advanced Degrees) to be paid beginning in September 2012
 - For teachers who completed 14 credited years of service before September 1, 2012, PDUs and SGOs (if two objectives met) paid as stipends in 2011-12 will be converted to base building increases in September 2013. The parties agree that similar steps will be taken in future years to ensure all teachers will be eligible for 14 years of PDU base building.
 - Non-base building ProComp incentives as earned
 - If November 2012 mill levy approved, an additional one percent (1%) COLA increase to be applied to ProComp index retroactive to September 2012 to be paid by January 31, 2013

- District to pay total SAED employee contribution to PERA, including the 0.5% increase to the SAED effective in January 2013

- \$20 increase to benefits subsidy to \$62/month (includes addition of \$15/month earlier this year)

2013-14 and 2014-2015

Teachers and special service providers under the DPS/DCTA Agreement shall receive the following financial agreement for the 2013-14 and 2014-15 contract years:

- *For teachers/special service providers on master salary schedule:*
 - Steps/lanes/longevity in September 2013 and September 2014

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- If November 2012 mill levy approved, an additional 0.5% COLA in September 2013 and an additional 0.5% COLA in September 2014

- *For teachers/special service providers in ProComp:*
 - ProComp base building incentives (e.g., CPE, SGO, PDU, Advanced Degrees) beginning in September 2013 and September 2014
 - Non-base building incentives as earned in 2013-14 and 2014-15
 - If November 2012 mill levy approved, a 0.5% increase to the ProComp index in September 2013 and a 0.5% increase to the ProComp index in September 2014

- District to pay total SAED employee contribution to PERA, including the 0.5% increase to SAED effective in January 2014 and the 0.5% increase to SAED in January 2015

- Continuation of the \$62/month benefits subsidy in 2013-14 and 2014-15

- The financial terms of the agreement will be in effect through August 31, 2015. While it is the intent of the parties that the economic provisions of this agreement shall remain in full force and effect during its term, the provisions of the agreement relating to salaries and benefits may be reopened by the District in compliance with the provisions of the TABOR Amendment and 22-32-110(5) C.R.S. Furthermore, if Total Program Funding, as defined in 22-54-104, C.R.S., per student is 2.0% greater in school year 2013-14 over the prior school year or in school year 2014-15 over the prior school year, either party has the right to reopen negotiations to consider increasing salaries, except that the agreed upon raises for 2013-14 and 2014-15 shall remain in effect unless the parties agree to an additional increase over said agreement for the school year for which negotiations were reopened. DCTA and DPS will utilize estimated numbers from the May 2013 CDE report for the 2013-14 school year. DCTA and DPS will use estimated numbers from the May 2014 CDE report for the 2014-15 school year.