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

Article 31 - Salary

31-1 Annual Compensation Adjustments for teachers on the traditional salary schedule.

   (1) Effective September 1 of each year during this Agreement, selected steps of the salary schedule shall receive an increase as shown on the schedule provided for in the parties’ current Financial Agreement, see Article 6-3.

   (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 and 2010/2011 will be granted as follows:

         9/2009: CPI + .25 + additional .4 if PERA merger closes prior to commencement of fiscal year; Flex dollars to increase by CPI + .25. SS04 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.

         9/2010: CPI + .25 + additional .4 if PERA merger closes prior to commencement of fiscal year; Flex dollars to increase by CPI + .25. SS04 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

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<th>BA+60/M.A.</th>
<th>MA+30</th>
<th>MA+60</th>
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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 for teachers on the traditional salary schedule. 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 on the traditional salary schedule, 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 for teachers on the traditional salary schedule. 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 for teachers on the traditional salary schedule. 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 on the traditional salary schedule 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 a 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 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:

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.

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**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**

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:

32-3 **Hourly and Daily Rates.** The District will pay the hourly and daily rates in the negotiated schedule that can be accessed here or on the DPS Employee Associations website. [All rates will increase by 1.00%] Increase all rates below by five percent (5%) over current rates.

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.** The District will pay the activity salaries in the negotiated schedule that can be accessed here or on the DPS Employee Associations website. [All rates to increase by 1.00%] Increase all rates below by five percent (5%) over current rates.
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 SLT, 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 [Hourly Teacher rate of $21.57 per hour.](#)

32-7-2 The teacher’s school day may be extended the appropriate amount of time.