

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

DPS Proposal on Articles 21 and 22 and Appendix A

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.

21-1-2 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.

~~21-1-7 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 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 in the District's electronic system, SmartFind, to the principal on a District approved form at least ~~ve~~ five (5) working days in advance, except in case of emergency. For any days other than sick days, the SmartFind system will notify the principal and request approval/denial of the leave.

~~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.~~

Article 22 - ~~Extended-Other~~ Leaves of Absence

22-1 All other leaves of absence will be set forth in Appendix A.
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~~

~~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.~~

~~22-23~~ Applying for Leaves. Teachers requesting extended leaves of absence should apply by the date established to the Department of Human Resources. The Department of Human Resources will research availability of teachers, impact of the educational program, legal and regulatory requirements, and impact on the District budget to determine if leaves may be granted. Requests for emergency leaves are accepted.

APPENDIX A: Extended Leaves Of Absence

[Track changes are from language agreed to in 2012-15 Supplement.]

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.~~
- ~~e.b.~~ 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 or a long-term substitute, ~~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 or a long-term substitute, ~~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 or a long-term substitute, ~~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[1] 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 or a long-term substitute, 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

By: _____

By: _____

Date: _____

DPS District 1 Representative

By: _____

By: _____

Date: _____