

AGREEMENT Between
VOCATIONAL TEACHERS' FEDERATION And
SCHOOL DISTRICT NO. 1
IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO

VOCATIONAL TEACHERS' FEDERATION EMILY GRIFFITH OPPORTUNITY SCHOOL
1250 WELTON STREET
DENVER, COLORADO 80204

DENVER PUBLIC SCHOOLS
1860 LINCOLN STREET DENVER, COLORADO 80203

SEPTEMBER 1, 2015 TO AUGUST 31, 2017

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**DENVER PUBLIC SCHOOLS
VOCATIONAL TEACHERS' FEDERATION**

AGREEMENT

This Agreement is made and entered into by and between SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO AND VOCATIONAL TEACHERS' FEDERATION OF DENVER, LOCAL 203, this 1st day of September, 2012, and shall constitute Board Policy for the term of the Agreement, and herein in good faith.

The Board and the Federation recognize that maintenance of high-quality vocational training programs at the Emily Griffith Opportunity School requires competent, dedicated teachers and mutual understanding and cooperation between the Board and the Federation, and that:

The Denver Public Schools are governed by the Board of Education, whose powers are delegated by the State of Colorado.

The Superintendent of the Denver Public Schools is the Executive Officer of the Board, and in such position administers the public schools in accordance with policies and decisions by the Board.

The Adult Vocational Teachers of the Emily Griffith Opportunity School have the right to join, or refrain from joining, any organization for professional or economic improvement and for the advancement of vocational education. Membership in any organization shall not be required as a condition of employment of a teacher at the Emily Griffith Opportunity School. Any such teacher organization shall admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation or marital status.

Now, therefore, the parties agree as follows:

ARTICLE 1-DEFINITIONS

- A. The term "teachers," when used hereinafter in this Agreement, shall refer exclusively to those employees whose job description requires a full-time vocational credential and are assigned to the Emily Griffith Opportunity School as Traditional Contract Teachers or Contract Teachers.
- B. The term "Federation," when used hereinafter in this Agreement, shall refer to the Vocational Teachers' Federation of Denver, Local203.
- C. The term "Board," when used hereinafter in this Agreement, shall refer to the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.
- D. The terms "district," "school district," and "Denver Public Schools," when used hereinafter in this Agreement, shall refer to School District No. 1 in the City and County of Denver and State of Colorado.
- E. The term "Superintendent," when used hereinafter in this Agreement, shall refer to the Superintendent of Schools of School District No. 1 in the City and County of Denver and State of Colorado.
- F. The term "principal," when used in the Agreement, shall refer to the principal of Emily Griffith Opportunity School.
- G. The term "school year," when used hereinafter in this Agreement, shall mean the officially adopted Emily Griffith Opportunity School calendar.
- H. The term "Contract Teacher" shall refer to any teacher who is employed 173 full days (comprised of 167 teaching days, 2 industry visit days, 4 professional development days) and 43 half-days (office hours/institutional service) for full-time and 4 full days (professional development), 167 half-days (teaching days), and 43 quarter days (office hours/institutional service) for half-time in a full year and paid an annual salary. The salary shall be in accordance with the tiers as approved in the LOI signed in December 2013, and outlined in Appendix A.
- I. The term "Traditional Contract Teacher" shall only refer to existing Traditional Contract teachers, who will be grandfathered in to this agreement.
- J. The term "probationary" or "probationary contract" teacher shall refer to all contract teachers who have not completed three (3) consecutive full years of satisfactory service at Emily Griffith Opportunity School as a contract teacher.
- K. The term "non-probationary" or "non-probationary contract" teacher shall refer to all contracted and traditional contract teachers who have completed three (3) consecutive full years of satisfactory service at Emily Griffith Opportunity School as a contract or traditional contract teacher.

- L. The term "Advisors" when used hereinafter in this Agreement, shall refer exclusively to those employees who have direct student contact and direct advisement responsibility for Emily Griffith Technical College instructional programs.

ARTICLE 2-GENERAL

- A. If any provision of this Agreement, or any application of this Agreement, to any teacher covered hereby, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- B. No provision, term, or condition of this Agreement shall be in any way interpreted as affecting or changing the provisions of the Retirement Plan of the school district or any of the policies, rules, or regulations made pursuant to said Retirement Plan now in effect.
- C. No change, rescission, alteration, or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Federation and endorsed in writing hereon.
- D. This Agreement shall be governed and construed according to the Constitution and laws of the State of Colorado.
- E. The Board agrees it will not, during the period of this Agreement, officially adopt or implement any condition of employment contrary to the terms of this Agreement until such condition has been a subject of negotiation as provided by Articles 4 and 5.

If modifications to conditions of employment are needed because of state or federal legislation, and the use of Articles 4 and 5 is untimely or impractical, the implementation of such conditions shall be made after a meeting with representatives of the Federation to minimize effects on the provisions of the Agreement.

- F. Pursuant to the laws of the United States and of the State of Colorado, the Board shall continue its policy of not discriminating against any teacher or unlawfully restricting the rights of teachers as citizens on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, handicapping condition, membership in any teacher organization, or such other specified human or civil rights as may be protected by Statute.
- G. The parties recognize that the Board of Education has the responsibility and authority to manage and direct on behalf of the public all operations and activities of the district to the full extent authorized by law. All rights and authority of the Board of Education which are not specifically waived, compromised, or otherwise limited in this Agreement, are retained by the Board of Education.

ARTICLE 3-RECOGNITION

- A. The Federation has been designated by the Board as the sole negotiating representative for all teachers and advisors, as defined in Article I, assigned to Emily Griffith Technical College. Recognition shall continue for such additional periods of time under such procedures approved by the Board.

- I. If the district restructures positions within the union as defined in Article I, it will first consult with the union regarding the proposed articles and give the union 30 days to respond and provide recommendations.
- B. All rights and privileges granted to the Federation under the terms and provisions of this Agreement are for the exclusive use of the Federation.

ARTICLE 4-SUCCESSOR AGREEMENT

Beginning June 1, 2015, a review of the Agreement may be initiated by the Board to the Federation, or by the Federation to the Board or its representatives. Review and negotiations are to be initiated by consent, and shall be conducted according to the procedures provided for in Article 5. Unless otherwise mutually agreed, such review and negotiations, including any mediation related thereto, shall terminate not later than September 15, 2015.

ARTICLE 5-PROCEDURES FOR NEGOTIATIONS

- A. Request for Negotiations
 - I. Written requests for negotiations between the Board and the Federation 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.
 2. A written response will be made within ten (10) school days of the receipt of any such written request.
 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.
 4. The Board and the Federation agree to accept and consider recommendations from the community when modifying this Agreement.
 5. The parties to this Agreement recognize that the public has an interest in the negotiations, and acknowledge a duty to jointly inform the public of the status and progress of negotiations.
 6. During negotiations the Board and the Federation 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.
 7. If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties with no loss of pay.
 8. Either party may use the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

9. 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 and approval of the school district budget. After such adoption and approval, the final Agreement will be signed by the Board and Federation. If changes in this tentative Agreement are necessary as a result of a legal budget adoption process, the Agreement will be subject to negotiation and any changes would become an addendum to this Agreement.

B. Impasse Resolution/Mediation

- I. Either party may declare an impasse. If this occurs, a mediator shall be selected with the assistance of the American Arbitration Association. The mediator shall be selected in the following manner:
 - a. The American Arbitration Association shall submit simultaneously to each party an identical list of names of five (5) persons skilled in mediation and knowledgeable in vocational education matters. Each party will have seven (7) days from the mailing date in which to cross off any names to which it objects, number the remaining names in order of its preference, and return the list to the American Arbitration Association. If a party does not return this list within the time specified, all persons named therein shall be deemed acceptable.
 - b. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of a mediator.
 - c. If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.
2. Any mediation efforts must be concluded by August 31, 2015, unless extended by mutual agreement, and will be conducted under rules determined by the mediator.
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.
4. The parties agree to share the cost of mediation equally.

ARTICLE 6-EFFECTIVE DATES & DURATION

- A. This Agreement shall remain in full force and effect from September 1, 2015 to August 31, 2017, except that the Agreement shall terminate on August 31, 2017, unless the Federation shall continue as the sole negotiating representative of Adult Vocational Teachers of the district under the procedures approved by the Board. Salary, inclusive of step increments and benefits, will be reopened for negotiations on an annual basis.
- B. The Board shall publish this Agreement on its website and provide all teachers with access to the link. If the District and union elect to print Agreements, the cost of printing the Agreement will be shared equally between the Board and the Federation.

District Proposal Article 7 Grievances

This language would replace the current Article 7

ARTICLE 7 – GRIEVANCES

5.1 Definitions

5.1.1 A "Grievance" shall mean a written complaint by an Employee or Employees in the Bargaining Unit that there has been a violation, misinterpretation, or inequitable application of an administrative procedure, practice, or personnel policy that affects Employees; or a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement.

5.1.1.1 Unless provided otherwise in the Agreement, an Employee may grieve an alleged violation, misinterpretation, or inequitable application of an administrative procedure, practice, or personnel policy that affects Employees, but only cognizable violations, misinterpretations, or inequitable applications of the Agreement may go to Level III upon the request of the Union.

5.1.1.2 The term "Grievance" shall not apply if: (1) the method of review of a matter is prescribed by law, (2) the Board is without authority to act on a matter, or (3) a Grievance is specifically prohibited or limited by the terms of this Agreement.

5.1.2 "Party of Interest" shall mean any person who might be required to take action or against whom action might be taken in order to resolve the claim.

5.1.3 "Grievant" shall mean an Employee or group of Employees asserting a Grievance.

5.2 Purpose

The purpose of this procedure is to secure equitable solutions at the lowest possible administrative level to problems that may arise. To the extent permitted by law and District policy, the Board and the Union shall keep grievance proceedings informal and writings and resolutions confidential.

5.3 Procedure. Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. Specified time limits will be strictly enforced, and a Grievance not timely presented will be considered waived. The time limits specified may, however, be extended by mutual agreement of the parties.

5.3.1 The Board agrees to make available to the Grievant and the Grievant's Union representative all information in its possession or control not privileged under law that is relevant to the issues raised by the Grievant. The Union agrees to make available to the Board and its representatives all information in its possession or control not privileged under law that is relevant to the issue raised by the Grievant.

5.3.2 If the Union identifies an Employee as a witness whose testimony will be required at a meeting or hearing pursuant to this Article 5 during the Employee's Workday, the Union shall notify the Executive Director or designee at least five (5) Business Days prior to the date of the meeting or hearing absent extenuating circumstances. As long as the Union provides the requisite notice, the Employee will be released without loss of pay for such time as his or her attendance is required at such a meeting or hearing.

5.4 Timing. No Grievance shall be recognized by the District or the Union unless it is presented at Level I within fifteen (15) Business Days after the Grievant knew or should have known of the circumstances upon which the Grievance is based. However, if the Union determines that a Grievance affects a group of Employees, the Union may submit the Grievance in writing at Level II. No Grievance shall be recognized at Level II unless the Union files the Grievance with the Department of Human Resources within twenty (20) Business Days after the Grievant knew or should have known of the circumstances upon which the Grievance is based.

5.4.1 Level I

A Grievant shall first present a Grievance to his/her immediate supervisor to attempt to resolve the matter informally. Grievances not timely presented shall not be considered. The Grievant may be accompanied by a Union representative during the Level I meeting, and the Executive Director of the Department or designee may

attend the Level I meeting in an effort to resolve the Grievance at the lowest possible administrative level. The parties will document the time and date of the informal meeting.

5.4.2 Level II

If the Grievant is not satisfied with the disposition of the Grievance after the informal Level I meeting, the Grievant may file a Grievance in writing on a Grievance Disposition Form with the Department of Human Resources within seven (7) Business Days of the Level I meeting.

The Grievance must refer specifically to the articles of the Agreement and/or Board policy, procedures, or practices that the Grievant alleges were violated, misinterpreted, or inequitably applied; explain how they were violated, misinterpreted, or inequitably applied; and indicate the reason why the Level I decision is unsatisfactory. Both the Grievant and his or her immediate supervisor shall sign the Grievance Disposition Form. The Grievant's immediate supervisor shall also have the opportunity to provide comments related to the Level I process on the Grievance Disposition Form. No additions to the Grievance Disposition form may be made after it has been signed by the Grievant and his or her immediate supervisor.

Upon receipt of a Grievance, the Department of Human Resources shall schedule a Level II grievance meeting. The Level II grievance meeting shall take place within fifteen (15) business days of the Department of Human Resources' receipt of the Grievance.

During the Level II grievance meeting, the Superintendent or designee shall meet with the Grievant, the Union representative, and any Parties of Interest to attempt to facilitate a resolution. If, at the Level II meeting, there is an agreed-upon resolution to the Grievance, the resolution will be documented in writing and signed by the Grievant and the Superintendent or designee. Any resolution reached at the Level II meeting shall be final, and no continuation of the Grievance will be permitted.

If no resolution is reached during the Level II meeting, the Superintendent or designee shall issue a written response to the Grievant on the merits of the Grievance.

5.4.3 Level III

If the Grievant is not satisfied with the disposition of the Grievance at Level II, or if no decision has been rendered within ten (10) Business Days after the Superintendent or designee has conducted the Level II meeting, the Grievant may request that the Union submit the Grievance to arbitration or mediation. This request must be made within seven (7) Business Days of the Grievant's receipt of the Level II decision.

If the Union agrees to submit the Grievance to arbitration, the Union shall submit a written demand for arbitration to the Superintendent or designee within twenty-five (25) Business Days of the Union's receipt of the Grievant's request for arbitration. The demand for arbitration must refer specifically to the articles of the Agreement that the Grievant alleges were violated, misinterpreted, or inequitably applied; explain how they were violated, misinterpreted, or inequitably applied; and indicate the reason why the Level II decision is unsatisfactory.

5.4.3.1 Mediation. Upon mutual agreement of the Union and the Executive Director or designee, the parties may submit the Grievance to mediation before scheduling arbitration. If dissatisfied with the mediation process the Union may elect to proceed with the arbitration process.

If the parties agree to mediation, the parties shall jointly select a mediator from a list provided by the American Arbitration Association. Alternatively, by mutual consent, the parties may utilize the Federal Mediation and Conciliation Service (FMCS). If the parties cannot agree on a mediator, the Grievance shall be submitted to arbitration.

At the conclusion of the mediation process, the parties will implement any action agreed to through the mediation process. If the mediation process is unsuccessful, the Union may demand arbitration within seven (7) Business Days of the conclusion of mediation.

5.4.3.2 Arbitration. If the Union elects arbitration, the Superintendent or designee shall determine whether, in the District's opinion, the Grievance is arbitrable. If the District concludes that the Grievance is not arbitrable, the Superintendent or designee shall inform the Union in writing of the procedural and/or substantive grounds that support the District's conclusion. If there is a dispute between the Association and the District about whether a Grievance is arbitrable and such dispute cannot be resolved in this grievance procedure, the decision about arbitrability shall be made (a) by an arbitrator if the dispute is only about procedural arbitrability, such as an issue about whether a grievance was filed in a timely manner; or (b) by a court if the dispute is about substantive arbitrability, such as the question of whether the grievance alleges a cognizable violation, misinterpretation, or inequitable application of a provision of the Agreement.

If the Grievance is arbitrable, the Superintendent or designee and the President

of the Union shall meet to discuss selection of an Arbitrator. If the Superintendent or designee and the President of the Union agree on an Arbitrator, the Superintendent or designee shall submit a request for the agreed-upon Arbitrator to preside over the Grievance.

In the event that the parties cannot agree on the choice of an Arbitrator, they shall submit a joint request to the American Arbitration Association for a list of seven (7) Arbitrators skilled in arbitration of educational and vocational issues. Within ten (10) Business Days of the receipt of the list, representatives of the Union and the District shall meet and alternately strike a name on the list. The last name remaining shall be the appointed Arbitrator.

5.4.3.2.1 The Arbitrator will have authority to hold hearings and make procedural rules.

5.4.3.2.2 All hearings held by the Arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

5.4.3.2.3 The Board will present all relevant material so that the Arbitrator will have complete information upon which to base a decision. A copy of any information presented to the Arbitrator will be provided to the Grievant.

5.4.3.2.4 The Arbitrator will issue a report within thirty (30) Business Days after the close of the hearings and submission of any post hearing briefs. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

5.4.3.2.5 The Arbitrator's report shall be submitted in writing to the Board and the Union only, and shall set forth the Arbitrator's finding of fact, reasoning, conclusions, and recommendations on the issues submitted. The Arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. The Arbitrator's report shall be advisory only, and not binding on the Board or the Union.

5.4.3.2.6 Within seven (7) Business Days after receiving the report of the Arbitrator, the Board's designee and the Union's designee will meet to discuss the report. If the Union wishes to respond to the Arbitrator's recommendation, the Union may submit a written response to the Board's designee within fourteen (14) Business Days following the Union's receipt of the report of the Arbitrator. The Board will review and consider any response by the Union and shall accept or reject the report of the Arbitrator not later than thirty (30) Business Days after receipt of the Arbitrator's report unless the Union and the Board agree in writing to extend this deadline. No public release may be made until after the next legislative meeting of the Board of Education.

5.4.3.2.7 The costs for the services of the Arbitrator or mediator including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Union.

5.4.3.2.8 Upon mutual written consent of the Union and the Board, the parties may make a recording of the arbitration proceedings. Any party may request an official stenographic record of the testimony of the hearings. The party requesting shall pay the costs. If the other party requests a copy of the record, both parties shall split the cost of making the stenographic record.

5.4.3.2.9 In appropriate cases, both parties may agree to follow the expedited rules and procedures of the American Arbitration Association or the Federal Mediation and Conciliation Services FMCS in processing any Grievance at Level III, except that the Arbitrator shall always be chosen pursuant to Article 5.5.3.2.

5.5 Rights of Employees to Representation

5.5.1 Neither the Board nor any member of the Union shall take reprisals affecting the employment status of any person, any Party of Interest, any Grievant, any Union representative, or any other participant in the grievance procedure by reason of such participation.

5.5.2 All Employees who file a Grievance shall be represented solely by the Union and/or the Union's designee(s) at all levels of the grievance procedure, except that the Grievant may decline representation at Level I. A Grievance may not proceed from

Level I to Level II or from Level II to Level III without the consent of the Union and without the Union's representation of the Grievant.

District Representative: _____ Date: _____

ATU Representative: _____ Date: _____

ARTICLE 8-FEDERATION PRESIDENT

- A. The Board shall grant paid leave for three (3) days during the school year to the president of the Federation to conduct the business of the Federation during the term in office. The Federation shall reimburse the Board for one-half (1/2) of the president's salary.
- B. The president of the Federation or designee shall be allowed to contact teachers and conduct business of the Federation in a manner that will preserve the integrity of the workday.

ARTICLE 9-TEACHER APPRAISAL

- A. The objectives of teacher appraisals are the maintenance of instructional standards, the professional growth of teachers, and delivery of the best educational programs for students, and should be considered by a teacher and principal, or designee, as a positive process that is entered into in a spirit of cooperation.
- B. The appraisal process will be fully discussed by teacher and principal, or designee, to ensure awareness of procedures to be followed and desired outcomes.
 - 1. The procedures shall be published and available for review by all teachers, and a copy will be given to each teacher prior to any scheduled appraisal.
 - 2. As needed, the principal and the Federation shall study and make recommendations regarding the amendment of the appraisal to include:
 - a. A process for receiving appropriate input from teachers and Federation representatives for refining and improving the appraisal system.
 - b. A process that will assist teachers in identifying areas of strength and weakness and will suggest possibilities for greater effectiveness.
 - c. A mentor or senior teacher will be assigned to new teachers to help them through the

appraisal process as well as learning who, what, where, and how to do their job more effectively. Mentors will be paid through the VTC In-Service Education Funds, as long as such funds are available, as managed by the VTC and balanced with all other expenditures in the In-Service Education Funds. All mentorship training will be paid out at a rate of \$25.00 per hour.

- C. All advisors, contract and traditional teachers will establish goals and objectives annually, in addition appraisals will be conducted as follows:
 - 1. Probationary teacher appraisals will be conducted every semester during the teacher's probationary employment. Teachers with an initial full-time credential shall follow the probationary appraisal process until such time as they hold a professional full-time credential.

2. Non-probationary teachers will be appraised every year to review annual performance.
 4. Teachers will be given a copy of any appraisal and will discuss such report with the administrator preparing it before it is submitted to the teacher's central office file. After such review, teachers shall sign the report and designate whether they agree or disagree with the report. If they disagree, teachers may attach a letter of explanation to the report for inclusion in the central office file.
- D. A plan for improvement will be developed to assist the non-probationary teacher with areas that are rated unsatisfactory on the performance appraisal. The plan will be no less than one month in duration and no greater than three months in duration. A union representative may be present at the meeting to develop the plan at the request of the teacher.

At the conclusion of the timeline for the Plan of Improvement, a conference shall be held between the designated administrator and the employee at which time the initial concerns and steps to correct deficiencies will be reviewed. A union representative may be present at the request of the teacher. If the review results are satisfactory to the designated administrator, the appraisal is concluded. If the review results are not satisfactory, the designated administrator may initiate appropriate action as follows:

1. Extend the plan's timeline, or
2. Recommend termination of employment.

ARTICLE 10- CORRECTIVE ACTION

Before taking a corrective action against a teacher, the principal shall investigate the matter of concern and meet with the teacher to hear the teacher's response regarding the matter. The employee's supervisor shall follow the procedures and protocol pursuant to the District's "Basic Fairness and Due Process Guidelines for Corrective Discipline." Upon request, a teacher may be accompanied by a Federation representative during the corrective action process.

ARTICLE 11-TEACHER FILES

- A. All permanent central office teacher files shall be maintained under the following conditions:
1. All materials placed in the permanent central office teacher files, and originating from within the school district, from this date forth, shall be available for inspection by teachers at their request.
 2. Material originating from within the school district, and which is derogatory 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. Teachers shall acknowledge that they have read such material by affixing their signature on the actual copy filed. Such signature does not necessarily indicate agreement with its content.

3. Teachers shall have the right to defend any materials filed. Their defense shall be reviewed by the Department of Human Resources and attached to the file copy.
4. All reference materials originating from outside the system on the basis of guaranteed confidentiality shall not be subject to this Agreement, and therefore shall not be available for inspection by the teacher.
5. 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 the central office personnel.

ARTICLE 12-INSTRUCTIONAL MATERIALS

The Board will endeavor to provide sufficient instructional materials and equipment necessary for quality vocational programs to ensure that each student will have the best possible education.

ARTICLE 13-TEACHING HOURS AND TEACHING LOAD

A. Customary Regular School Day, Week, and Year Traditional Contract Teachers

Contract Teachers

The customary regular school day, will be eight (8) hours from Monday – Thursday, and four (4) hours on Friday. The contract tier is 173 full days (167 teaching days, 2 industry visit days, 4 professional development days) and 43 half days (office hours/institutional service) the specific starting and finishing times to be determined at the discretion of the principal.

- B. Beginning June 15, 2000, the regular school year for teachers assigned to Emily Griffith Opportunity School staff shall run from June 15 through June 14, with the month of August recommended as time for minimal class offerings. The regular school week shall be Monday through Friday. Teachers will not work on any of the federal holidays observed by Denver Public Schools.

- D. During the regular school year, Adult Vocational Teachers assigned to new positions may be required to attend orientation sessions.
- E. Teachers will have an uninterrupted, unpaid, duty-free period of at least thirty (30) minutes. Teachers shall have the option to forego a 15 minute break during the AM session and/or a 15 minute break during the PM session to allow lunch to be extended by the amount of time specific to each session. , except when emergencies or special events make it necessary to alter the schedule. Teachers shall be permitted to leave the building during their lunch periods.
- F. The In-Service Education Fund will be funded annually for staff development at five tenths of a percent (.5%) of the state general fund support allocated to Emily Griffith Opportunity School through the Higher Education/Division of Occupational Education/Area Vocational Support line item of the Long Bill, unless there is a fiscal exigency. The contribution amount of this fund will be jointly reviewed on an annual basis. The distribution of any unspent funds will be jointly determined by the Vocational Teachers' Council and the Emily Griffith Opportunity School.
- G. With respect to staff development as provided in Article 13.F, the Vocational Teachers' Council shall have advisory responsibilities for time, format, and content of such training for teachers.
- H. The Federation and Emily Griffith Opportunity School (EGOS) will make a reasonable effort to jointly plan an annual Staff Development/Planning Day. If at all possible, in-service credit will be provided for staff development hours.
- I. The Vocational Teachers' Council In-Service Education Fund will pay the cost of substitutes required for teacher absences due to staff development as provided in Article 13.F. Said cost shall not exceed the established EGOS hourly rate.
- J. An online class oversight committee will be formed to provide recommendations for establishing criteria, processes, and procedures for both hybrid and online classes with on-going evaluation and oversight. The committee will have representatives from VTF and the EGTC administration. Their recommendations will be implemented on or before November 30, 2012.

Topic to be addressed may include, but are not limited to:

1. Determine who will teach the class with the current arrangement that the Dean and Instructional Designer Manager decide together who should teach in an online or hybrid format. Whenever possible, the option to teach the course should be offered to the teacher who developed the curriculum.
2. Identify work location(s). (EGTC will provide work space at the college with Deans approving off campus locations for full-and part-time instructors.)
3. Develop a process to determine when the class is taught and how the instructor time is reported.
4. The scope-of-work for teaching in an online or hybrid format will be outlined in course expectations for online instruction and placed in the faculty handbook. Course expectations will include (not a complete list):

- a. Syllabus development (template provided)
 - b. Response time to students
 - c. How much time is spent online with students
 - d. Time spent in course content and assessment in the online course shell
5. Develop a process to identify what will be provided to the instructor (full- and part-time) in equipment and internet connectivity.
 6. Rate of pay for online instruction. Rate of pay for the instruction in the established MOU. Dated 9/17/2012, and signed both by Emily Griffith Technical College and the VTF, will be at the instructor's contract rate, and paid out only when online hours taught are incremental to their established contract hours.
 7. A process for online course development.
 8. A process for addressing complaints from students and course evaluation. (Includes Dean input.)
 9. Process for communication between online instructor and supervisor with accountability measures.
 10. Development of a mutually-agreed-upon document outlining course expectations of instructors signed by instructor and respective Dean.
 11. Establish same process as traditional courses for tracking drops and withdrawal dates.
 12. Identify the unique communication challenges between managing an online or hybrid class as related to traditional instruction.
 13. Develop a process for managing course content and course development with the understanding that all content is the property of EGTC.
 14. Align the level of communication (may differ in modality) with traditional classes regarding communication issues.

ARTICLE 14-NON-TEACHING DUTIES

The Board and the Federation acknowledge that a teacher's primary responsibility is to perform the essential functions of his/her assignment, and that the teacher's energies should, to the extent possible, be utilized to this end. Therefore, the Board agrees to make every effort to reduce nonteaching duties through the use of teacher aides and clerical assistants so that teachers will have more time to devote to essential job functions.

ARTICLE 15-CHANGE OF ASSIGNMENT

- A. A change of assignment may be requested by the teacher affected, by the principal, or by the Superintendent and staff. The approval of the Superintendent or the Superintendent's designee is required.
- B. General Principles

1. The principal criterion for consideration of a request for a change of assignment is whether or not the request will result in the best educational program for the school district. A request for change of assignment will not be granted if the employee does not meet the posted qualifications for the existing vacancy.
2. The best educational program results from the selection of a school staff which is well balanced in terms of the teachers' experience, general background, and competence. Careful consideration will be given to each of the above when filling vacancies.
3. Teachers hired at or assigned to Emily Griffith Opportunity School as Adult Vocational Teachers are represented by the Vocational Teachers' Federation as described in Article I.A.
4. Teachers hired at or assigned to Emily Griffith Opportunity School as adult vocational teachers have the opportunity to request a change of assignment within the Federation as provided in this article. However, teachers wishing to be appointed to the regular K-12 program within the Denver Public Schools must first be interviewed by the Hiring Manager of the K-12 program and hired for that purpose by the district's Department of Human Resources. Assignment within the district's K-12 program will be pursuant to the employee agreement applicable to that bargaining unit.
5. Any teacher in the Denver Public Schools who wishes to be appointed to the Adult Vocational program within the Denver Public Schools must first be interviewed by the Hiring Manager and hired for that purpose by the district's Department of Human Resources. Assignment within the district's Adult Vocational Program will be pursuant to the employee agreement applicable to that bargaining unit.

C. Posting of Vacant Contract Teaching Positions

The principal will post vacancies as they become available so that teachers who desire a change of assignment can apply for any vacant position for which they meet posted qualifications, which may include a demonstration of proficiency of current industry skills. The teachers shall request a change of assignment in writing and submit a resume. The order of consideration for filling vacant positions will be:

1. Current members of the Federation,
2. Other applicants.

D. Requesting Voluntary Change of Assignment

1. Teachers who desire a change of assignment shall submit a request in writing and a resume to the principal.
2. All change of assignment requests received will be acknowledged in writing by the principal or his/her designee.

E. Filling Vacant Positions

1. The principal will review all teacher requests for change of assignment and, if necessary, other applications for posted positions before determining who will fill the position.
2. The principal may utilize an advisory committee of teachers and other Emily Griffith Opportunity School administrators to assist in selection of the best-qualified candidate.

ARTICLE 16-TEACHER SCHEDULES

- A. Teachers shall be notified of their tentative assignment or teaching schedule for the ensuing year at least thirty (30) days prior to the start of their assignment or teaching schedule.
- B. In order to assure that pupils are taught by teachers working within their areas of greatest competence, teachers shall not be assigned, except in accordance with the regulations of the Colorado Community College System, and for good cause shown, to subjects and grades or other classes outside the scope of their teaching certificates and their major or minor fields of study.
- C. In arranging schedules for teachers who are assigned to more than one building, an effort shall be made to limit the amount of travel. Teachers so affected shall be notified of any change in their schedules as soon as practicable.
- D. Teacher schedules shall be made without regard to race, religion, nationality, sex, sexual orientation, or marital status.
- E. Teachers and administrators in each department will cooperatively develop teachers' schedule assignments for each school year. In making schedule assignment, teachers' endorsements, seniority, appraisal/job performance, current industry skills and student ratings may be given consideration. Teachers may be required to demonstrate proficiency of current industry skills. If a teacher is not satisfied with the assigned schedule, the principal and the Federation president or their representatives will attempt to find a mutually satisfactory solution. The principal has final determination in developing teachers' assigned schedules.

The following restrictions apply to teacher assignments:

1. Teachers shall not be expected to work more than ten (10) student contact hours in a day.
2. Teachers assigned a work day longer than eight (8) student contact hours shall not be expected to work more than two (2) days per week which are longer than the customary regular school day.

ARTICLE 17-SICKLEAVE

- A. Each teacher shall be entitled to sick leave with full pay for up to ten (10) working days in each year. The number of hours will be in accordance with the teacher's district defined contract work day. Sick leave is earned monthly. Sick leave may be used for the teacher's own illness, illness of an immediate family member, or for the death of family members or friends. When the effective date of appointment of a teacher is before the beginning of the second semester of any year, the teacher will be given credit for the full annual sick leave allowance. When the effective date of appointment of a teacher is on or after the beginning of the second semester, the teacher will be given credit for five (5) days sick leave allowance. Unused sick leave shall be accumulated from year to year.
- B. In the event of absence of a teacher for illness or accident in excess of three (3) consecutive working days, the Board may require an examination by a physician, such examination to be at the teacher's expense.
- C. The district and the Vocational Teachers' Federation agree to establish a joint Sick Leave Bank Committee to propose guidelines for a Sick Leave Bank by July 31, 2000. The district agrees to contribute unused personal leave days of vocational teachers, for the 1994-95 school year only, to initially fund the Bank. Eligible vocational teachers may apply to the joint sick leave bank.
- D. Previously accumulated unused sick leave days will be restored to all reappointed teachers, who return to employment within five (5) years of separation.
- E. Unused accumulated sick leave will be included in the Sick Leave Annuity Program of the district up to a total of the number of days in the teacher's district defined contract work year.

ARTICLE 18-SHORT LEAVES

- A. Personal Leave
 - 1. Teacher will have up to four (4) days per year of personal leave.
 - 2. Personal Leave may not be used to extend a period of school intermission or used in conjunction with the observance of the Federal holiday.
 - 3. Unused personal leave will be accumulated from year to year as sick leave.
- B. Legal Proceedings Leave
 - 1. Teachers will be granted leave for any required jury duty, for as long as that jury duty is mandated, and will be given time necessary to make required appearances in any legal proceedings connected with the teacher's employment in the district. The teacher will be required to present the subpoena or summons to verify the teacher's need for absence.
- C. School Business Leave
 - 1. Teachers may be granted leave for school business, at the discretion of the principal, subject to approval by the Assistant Superintendent.

2. Such Leave must be used for activities that will improve the quality of teaching at Emily Griffith Opportunity School.
3. Leave authorized through the Vocational Teachers' Council will be designated as School Business Leave.

D. Additional Leave Restrictions

- I. Application for leave shall be submitted to the principal on a district approved form at least five (5) working days in advance, except in the case of an emergency.
2. Use of leaves may be restricted or denied by the principal when an adequate supply of substitute teachers is not available.

ARTICLE 19-EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that one teacher designated by the Federation will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Federation (local, state, national) activities. Upon return from such leave, a teacher will be as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- B. Leave for ACTION programs, VISTA and Peace Corps will be granted, without pay, to any teacher who enlists for a period not to exceed two (2) years.

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 in the system during the absent period. Leave for ACTION programs, VISTA and Peace Corps is for one (1) year at a time, and the teacher must renew the leave for an additional year.

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 one (1) full school year or for second semester.

C. Military Leave

1. 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 reemployment 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>

2.

D. Maternity Leave

- 1. All teachers may be granted maternity leave up to one (1) year without pay or increment when requested in writing. All maternity leaves granted will be in accordance with law.
- 2. A request for maternity leave must be presented to the school 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.
- 3. Prior to the effective date of the leave, the teacher may use all or any portion of accumulated sick leave days.
- 4. When teachers have indicated in writing at the time of application for maternity leave that it is their desire to return, every reasonable attempt will be made to return them to their vacated assignment. The district will not be obligated to hold the teacher's vacated position open any longer than the teacher's original request of up to two (2) semesters. The teacher will be considered as part of that school staff while on leave. The vacated position will be posted and filled for the remainder of the semester or school year(s), unless the teacher indicates she will return sooner, in which case the position will be filled on a temporary basis until the regular teacher returns.
- 5. Should teachers find it necessary to extend their original maternity leave, they shall indicate in writing the additional time needed no less than thirty (30) days prior to the original date of return, and their position will be held as provided in Article 19.D.6. The total leave requested shall not exceed two (2) semesters.
- 6. All provisions under Article 19.D, where applicable, shall apply equally to requests for paternity leave.

E. All teachers may be granted leave for adoption of a child up to one (1) year without pay or increment when requested in writing. All adoption leave will be granted in accordance with law.

F. A leave of absence of up to one (1) year without pay or increment will be granted for the purpose of caring for a sick member of the teacher's immediate family, and such leave may be extended for one (1) year.

G. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence of up to one (1) year without pay or increment. Request for such leave must be accompanied by a statement from a regularly licensed physician that such leave is necessary. The request for such leave also must be approved by Health Services. Upon return from such leave a teacher will be assigned to the same position, if available, or if not, to a substantially equivalent position.

- H. A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Teachers who have completed at least three (3) continuous years of service will be granted a leave of absence without pay in order to run for, or serve in, public office.
- I. Teachers who have completed at least three (3) years of continuous service in the Denver Public Schools may be granted, upon request, leave of up to one (1) year without pay or increment for professional study, travel, or research.
- J. All requests for extended leaves of absence will be applied for and granted in writing.
- K. The time on extended leaves of absence shall not be counted in computing the probationary period.
- L. Except in unusual circumstances, no combination of leaves of absence shall exceed one (1) consecutive full years.
- M. The first twelve (12) weeks of maternity, paternity, or health and adoption leave under this section shall be in accordance with the district's Family and Medical Leave Act (FMLA) policy.

ARTICLE 20-TEACHER FACILITIES

- A. Each school will have the following facilities:
 - 1. Space in each classroom in which teachers may safely store instructional materials and supplies, provided that the Board shall not be held to be the insurer of the teachers' personal belongings stored in such space.
 - 2. Computer access, desk and chair for each teacher, except in unusual circumstances.
 - 3. Well-lighted and clean rest rooms.
- B. Insofar as financially practicable and as expeditiously as possible, each school shall be provided with the following:
 - 1. A workroom for teachers containing equipment and supplies to aid in preparation of instructional materials.
 - 2. A furnished room to be used as a faculty lounge. Said room will be in addition to the aforementioned teacher workroom.
 - 3. Telephone service available to teachers that will permit privacy of conversation.
 - 4. Parking at each site will be provided for teachers at no charge.

- 5. Properly cleaned classrooms, shops, labs, and corridors to ensure health, safety, and welfare of all as well as to provide a positive learning environment.
- C. When new schools are constructed, they will include teacher facilities of the nature noted in A And B above.

ARTICLE 21-TEACHER PROTECTION FROM ASSAULTS

- A. A teacher who suffers an assault in connection with his or her employment shall immediately make a written report of the circumstances thereof to the principal. Upon the teacher's request, the principal will immediately summon the police for the purpose of preparing a teacher complaint against the student. Within a twenty-four (24) hour period following the incident, the principal and the offended teacher shall mutually compile a written report, including supplemental reports, attaching copies of any summons, etc. Every instance of student assault upon a teacher will be reported to Central Administration following the above outlines procedure.
- B. Such reports will be forwarded to the Board through the Superintendent's office and, in the event civil or criminal proceedings are brought against the teacher, the Board will comply with any reasonable request by the teacher for information in the Board's possession not privileged by law or policy of the district and relevant to the incident reported.
- D. Nothing in this article shall prejudice any action that the Board might otherwise take regarding the teacher's employment status.

- F. Legal Rights

The Department of Human Resources shall contact any assaulted employee to determine what legal action may be requested and to inform the employee of his or her rights. If the employee decides that legal action should be taken, the Department of Human Resources will consult with the Denver Public Schools' legal staff and give advice and counsel to the employee. The Department of Human Resources and the administrator in charge of the school or department shall assist the assaulted employee to make criminal complaints against either the adult or juvenile offender.

- G. Care of Student Property

Teachers who follow reasonable and prudent practices in confiscation of student property, consistent with established school rules, or with the accepted code of pupil conduct, shall not be liable for any student loss of property. Should proceedings be brought against a teacher alleging negligence, the Board shall instruct its insurance carrier or the District's attorney, when appropriate, to assist the teacher's defense and act as legal counsel for the teacher affected.

H. Verbal Abuse

Individual building codes of student conduct and discipline shall contain provisions which speak directly to the mechanics and handling of cases which involve verbal abuse of teachers by students.

I. Student Conduct and Discipline

Building policies on student conduct and discipline shall include provision for specific procedures to be used in dealing with student problems.

J. Right to Federation Representation

It shall be the responsibility of the principal or immediate supervisor to notify the Federation under the following conditions:

1. In any meeting where the involvement of parents, relatives, or other outside parties would likely escalate into any confrontational, abusive situation against the teacher.
2. In any instance where teachers feel that it would be contrary to their right to be unrepresented.
3. Federation representation will also be provided when requested by the teacher.

ARTICLE 22-PERSONAL INJURY BENEFITS AND PROPERTY DAMAGE

A. Temporary Disability

All employees of Denver Public Schools are covered by workers' compensation as required by law. Employees must report any injury to their supervisor, according to school/department procedures, and to the district as per the instructions available on the Risk Management website: http://riskmanagement.dpsk12.org/workers_comp. See Employee Handbook for Wage Continuation Policy.

The District shall assume no responsibility for damage to employees' personal vehicles with the following exception. In the event an employee was within the course and scope of his/her employment and had parked his/her vehicle on District property, the District may reimburse the employee for repair or replacement costs not to exceed \$250.00 per year for damage to the vehicle sustained as the result of mischief or vandalism. The District will not reimburse employees for damage which resulted from the negligence of the employee. Reimbursement will be in accordance with District and Risk Management policies and procedures.

The District shall assume no responsibility for damage to or loss of employees' personal property with the following exception. In the event an employee, was within the course and scope of his/her employment, and had his/her clothing, purses, prescription eyeglasses or personal electronic devices damaged, or destroyed as a result of mischief, vandalism, or other workplace hazard, the District may reimburse the employee up to \$150.00 per year. The District will not reimburse employees for damage or destruction which resulted from the negligence of the employee. Reimbursement will be in accordance with District and Risk Management policies and procedures.

District Representative: _____ Date: _____

VTF Representative: _____ Date: _____

ARTICLE 23-SALARIES

- A. Salary
 - 1.
 - 2. Contract Teacher Salaries

- a. The salary schedule to become effective June 15, 2012 for Contract Teachers is contained in Appendix A of the LOI signed in December of 2013. The teacher will be placed on the contract tier based on their level of education and experience and appropriate to the number of teaching hours specified in their Contract with the district.
- b. All eligible bargaining unit members will receive a half step increase September 15, 2012.
- c. Effective June 15, 2014, the hourly rate for Contract Teachers will be consistent with their contract rate for any hours above their contracted hours.
- d. Initial placement on the salary schedule of personnel awarded a contract effective prior to June 15, 2014 will be in conjunction with the prior established VTF articles, and will also give credit for up to three years of experience, not to exceed three (3) steps from their entry point. The experience step(s) will be awarded for each full year of full time college teaching experience, full year of non - college teaching experience that directly relates to the Emily Griffith Technical College assignment and/or a full year of non-teaching, professional experience that directly relates to the Emily Griffith Technical College assignment.
- d. All bargaining unit members will receive a .75% COLA increase after and Step 5 for bachelor's degree.
- e. The District will pay total SAED employee contribution to PERA, 0.5% increase to the SAED effective January 2013; the 0.5% increase to SAED effective in January 2014 and the 0.5% increase to SAED in January 2015.
- f. The benefits subsidy will be increase by \$20 for a total of \$62 per month term of the Agreement, which includes the addition of \$15 per month in 2012.
- g. Memorandums of understanding concerning annual salary negotiations can be found on the District's website at the following link: <http://hr.dpsk12.org/bargaining-units/>

B. Longevity

1. Traditional Contract Teacher Longevity

Effective September 1, 1969, longevity increments of four hundred dollars (\$400.00) per annum are granted to Traditional Contract Teachers who have completed at least fifteen (15) years of contract teaching service with the Denver Public Schools, including probationary and time spent on ten-month (10) special contract teaching.

- a. Effective January 1, 1983, the Board agrees to increase the current longevity increments from four hundred dollars (\$400.00) to six hundred dollars (\$600.00). Such dollar increase shall follow the schedule now in effect for the awarding of career increments.
- b. All teachers currently receiving longevity increments (those with fifteen (15) or more years of contract service) will have two hundred dollars (\$200.00) added to their annual salary beginning January 1, 1983. Subsequent longevity increments earned after September 1, 2005 will be seven hundred seventy-three dollars and twenty-eight cents (\$773.28).

2. Contract Teacher Longevity

Effective June 15, 2005, a longevity increment of seven hundred seventy-three dollars and twenty-eight cents (\$773.28) per annum will be granted to teachers who have been continuously employed as Contract Teachers for a period of fifteen (15) consecutive years with the Denver Public Schools.

- C. Teachers shall receive education increments effective upon receipt of all required transcripts and necessary paperwork to the Department of Human Resources.
- D. All teachers must possess an appropriate, valid, full-time vocational credential for Career and Technical Education.
- E. This section is applicable to Traditional Contract Teachers only. Thirty (30) semester hours of approved educational credits are required, or no further annual increases beyond the fifth step will be granted until such deficiency is made up and at least twenty (20) of the thirty (30) semester hours of educational credits must be in the field of education. The remaining credits may be in communication skills, mathematics, or science related to the field of teaching.
- F. Contracts
 1. Effective June 15, 2014 teachers who are scheduled to work a full time contract (173 full days and 43 half-days) for the academic year will be placed on a contract at any point throughout that academic year.
 2. Teachers awarded a Contract will be placed on the salary tier closest to, but not exceeding, the total hours scheduled for the school year, or part of the school year, excluding planning and curriculum development hours. Hours worked above the salary tier level are considered extra assignments. Additional hours assigned after the Contract has been awarded must be approved by the principal and reported to the VTF president. Contract hours may vary from year to year, based on the needs of the school.

3. Contract Teachers must be prepared to fulfill the Contract hours, or void the contract. If a teacher's schedule changes for any reason, a new schedule will be developed in accordance with Article 16.E.
 4. Contract teachers will have the option to continue on a half-time contract if program needs no longer warrant a full-time position but still require a halftime position of at least 786 hours. Any current VTF instructor, who is currently working more than 636 hours but less than 786 hours as of 6/15/14, will be grandfathered into this agreement and be allowed to retain VTF membership. Only non-probationary teachers will be offered half-time contracts. Salary, benefits and other employment entitlements shall be commensurate with their new hours.
- G. Effective March 1, 2000, curriculum development compensation will be paid according to the established Curriculum Writing Policy, and uniformly applied to all teachers. The Curriculum Writing Policy can be found in the staff handbook.
- H. After the parties ratify this Agreement, all matters pertaining to retirement will be submitted to the Denver Public Schools Retirement Board for appropriate action and implementation, according to present Retirement Board and Denver Public Schools Board of Education procedure.
- I. Compensation for Unused Sick Leave. Each teacher electing to retire will be provided compensation for accumulated sick leave days as follows:
1. When the teacher has met the requirements for early retirement in the district, that teacher shall be eligible for compensation for accumulated sick leave.
 2. A maximum payment of fourteen thousand dollars (\$14,000.00) will be made by the district for teachers who have accumulated one (1) year or more of unused sick leave, and who elect to retire.
 3. The fourteen thousand dollar (\$14,000.00) payment shall be reduced by one (1) day for each day less than an accumulation of the number of days in the teacher's current district defined contract work year.
- J. Retirement Plan Provisions. Teachers' eligibility for and participation in the Retirement Plan shall be in accordance with district policies, and in accordance with PERA (Public Employee's Retirement Association) "Retirement Plan."
- K. 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 of Education 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 15.
- L. 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. VTF and DPS will utilize estimated numbers from May 2013CDE reports for the 2013-14 school year. VTF and DPS will use estimated numbers from

ARTICLE 24-VOCATIONAL TEACHERS' COUNCIL

- A. The Vocational Teachers' Council shall be composed of the president and one (1) elected representative of the Federation. Two representatives, one designated a primary representative, and one designated an alternate representative, will be elected by each department before the end of September of each school year. Both the primary and alternate representatives are expected to attend all meetings, even if attendance does not require a paid substitute for the alternate representative. The alternate representative will vote in the primary representative's absence, and the alternate representative will become the elected primary representative the succeeding year. Federation representatives on the Vocational Teachers' Council shall be released from school duties for meetings of the Council without loss of salary whenever it is jointly decided to hold such meetings during the school day. Members of subcommittees may also be excused without loss of salary under the same conditions.
- B. The date, time, and place for meetings of the Vocational Teachers' Council will be set by mutual agreement of the principal and president of the Federation. The meetings shall be called to discuss and study subjects agreed upon relating to vocational education at the Emily Griffith Opportunity School.

ARTICLE 25-EXTRA DUTY PAY

- A. Extra Duty pay are those assignments whose hours exceed those specified in the teachers' contracts.
- B. Such extra assignment positions will, to the extent possible, be filled by regularly-assigned teachers of the Emily Griffith Opportunity School.
- C. In filling such positions, consideration will be given to teacher qualifications as set forth in Article 23.
- D. Teachers employed in extra assignments may use previously accumulated sick leave, but shall not be entitled to sick leave credits by reason of extra assignments.
- E. Extra assignments that are predetermined and approved by the Dean will be included as part of the teachers' contract on an annual basis.
 - 1. These predetermined extra assignments are limited to instructional content that is directly related to the field the instructor teaches.
- F. All other Extra Duty pay, outside of the predetermined assignments part of an Instructors annual contract, will be paid out in accordance to the table below:
 - 1. Tutoring- \$17.84/hr
 - 2. Extra Teaching Assignments not predetermined, but still in the same job code/scope- VTF Hourly Wage- \$29.53/hr

3. Extra teaching assignments outside of job scope/code- \$25.00
4. Curriculum development- \$22.00/hr
5. Customized Training- \$35.00/hr (currently only in Culinary)
6. Grant Writing- \$22.00/hr
7. Online Instruction-thd by subcommittee and published via MOU
8. VTF mentorship role- \$25.00/hr
- 9.

ARTICLE 26-USE OF SCHOOL FACILITIES

- A. The Federation will have the right to use school buildings for meetings without cost as approved by the principal, provided that such meetings do not interfere with the normal operation of the school.
- B. As approved by the principal, the Federation will have the right to place notices, circulars, and other materials on designated school bulletin boards and in teachers' mail boxes, and to use the school mail.
 1. Authorized representatives of the Federation will assume responsibility for the posting or distribution of material for the Federation.
 2. An information copy of distributed notices, circulars, and other material shall be left with the principal at the time of posting or distribution.
 3. Any material of political nature which endorses or opposes a candidate for public office or a political issue may not be so distributed or posted.
- C. This article is in no way to be construed as prohibiting other groups from having the same full access to these public facilities.

ARTICLE 27-DUES DEDUCTION

- A. The Board agrees to deduct from the teachers' salaries an amount to cover dues for the Federation, the Colorado Federation of Teachers, and the American Federation of Teachers, as the teachers individually and voluntarily authorize the Board to deduct, and to transmit the amount so authorized to the treasurer of the Federation.

Automatic deduction of increase or decrease in dues voted on by the Vocational Teachers' Federation, Local 203, shall be made when the treasurer of the Union advises the change in dues in writing to the secretary-treasurer of the school district by September 1, or the first of any month.

- B. Each teacher who desires to authorize such deduction, shall file with the school district secretary through the treasurer of the Federation a signed and dated "Salary Deduction Authorization

Form," authorizing the school district treasurer to deduct from monthly earnings and to remit to the treasurer of the Federation an amount equal to one twelfth (1/12) of the dues required for membership in the organization or organizations so specified. Such forms shall include a waiver of all rights and claims against the Board and school district and the officers and agents thereof for monies deducted and remitted in accordance with said authorization, and an agreement that such deductions and remittances shall continue from year to year as so authorized, unless such teacher notifies the school district secretary in writing, on an appropriate form, that the teacher desires to discontinue or to change such authorization.

- C. Deductions shall be made uniformly on each monthly period. The school district secretary shall not be required to honor for any month's deduction, any authorizations that are delivered to the secretary later than the tenth (10TH) day of the month prior to the distribution of the payroll from which the deductions are to be made.
- D. If a teacher who is absent on account of sickness, leave of absence, or for any other reason has no earnings due for the month, no deductions will be made for that teacher for that month. The Federation will arrange collection of dues for that month directly with the teacher.
- E. The Federation agrees to save the Board and school district harmless from any action growing out of these deductions and commenced by any teacher against the Board or the school district, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the treasurer of the Federation.
- F. A service charge of five cents (\$.05) per individual teacher authorization per month shall be retained by the school district to help defray costs of making such deduction.
- G. Upon the issuance of any employment contract to any member of the Federation bargaining unit, the district will provide the employee with a copy of the Agreement and information concerning responsibilities identified under this article.

ARTICLE 28-TRANSPORTATION ALLOWANCE

- A. Teachers authorized for transportation allowance are required to carry bodily injury liability insurance of not less than fifty thousand dollars (\$50,000.00) per person and one hundred thousand dollars (\$100,000.00) per accident and property damage liability insurance of not less than five thousand dollars (\$5,000.00).
- B. Teachers whose duties require travel between two (2) or more work sites shall be reimbursed at the IRS standard mileage rate for the use of their automobile.
- C. Teachers authorized for transportation allowance, but not owning or driving an automobile, are reimbursed for actual bus and/or Light Rail fare expenditures.

ARTICLE 29-INSURANCE

- A. The following group insurance programs are provided for teachers by the Board of Education. The terms, conditions, and coverage of such insurance programs will be determined by the Board unless otherwise specified in this article.

1. Group Life Insurance Program. The present group life insurance program of the school district will be continued for teachers and the school district will pay the full cost of premiums for teachers, including group long-term disability programs.
 2. All employees of Denver Public Schools, while working within the course and scope of their employment, are covered under liability insurance policies purchased by Risk Management.
- B. Beginning July 1, 2009, the district shall provide all teachers with a flex dollar allowance of (\$5,062.92) per year. The flex dollars shall be paid in twelve (12) equal, monthly payments of (\$421.91). Effective December 1, 2003, teachers may use the flex dollars to purchase benefits approved by the Benefits Board as part of a cafeteria plan. Teachers may also use flex dollars towards the healthcare reimbursement and dependent care reimbursement accounts.
- C. Effective January 1, 1992, the Board shall provide an IRS 125 plan to include child care, care of the elderly, and dependent insurance, including health, dental and vision.
- D. Effective July 1, 2003, members will be eligible for long-term disability insurance, which will be paid for by the district. This insurance takes the place of the restoration of health leave. The LTD plan provides eligible, disabled employees with sixty percent (60%) of their salary, after a ninety- day (90) elimination period

ARTICLE 30-EMERGENCY SCHOOL CLOSINGS

- A. When weather conditions constitute a danger sufficient to require the closing of Emily Griffith Opportunity School, the following procedure shall be followed: It is each employee's responsibility to seek out the closure status of Emily Griffith Opportunity School. To facilitate this, staff will call (720) 423-4700 to receive closure information. If the conditions require closing during the school day, teachers shall be dismissed to return home as soon as possible after students are dismissed.
- B. The local media (TV, radio, newspaper) is a secondary point of communication for Emily Griffith Opportunity School employees; however, the information provided by the media is not to be used by employees to determine the school's closure status. The official school closure status will be communicated as identified above.
- C. When weather conditions are such that schools will be open, but some professional staff are not able to attend because of the severity of conditions in their locale, the following procedure shall be followed:
1. 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.
- D. When weather conditions are such that schools are closed, it is understood that evening classes at Emily Griffith Opportunity School are also closed. This also applies to classes held at other buildings and community facilities, except the Aircraft Training Center. The Aircraft Training Center will establish an additional process relative to Watkins/Bennett school closings.

ARTICLE 31-REDUCTION IN FORCE

- A. Reduction in Force shall be defined as the cancellation of an employment contract and/or reduction in contract hours due to insufficient enrollment, or for other reasons as determined through analysis. Such reductions shall be done in compliance with state statutes in a manner that will maintain the best educational program for the district.
- B. Normal attrition shall precede any reduction in force of Traditional Contract and Contract Teachers.
- C. Prior to layoff, an affected teacher may have the opportunity to apply for any vacancy within Emily Griffith Opportunity School for which he or she is qualified. Teachers may be required to demonstrate proficiency of current industry skills. In the event that a course is scheduled to be canceled and a new course is to be offered for the coming year, the teacher affected will be given an opportunity to retain a position if he/she, prior to the course start, receives the training and credential(s) necessary to be able to teach the new course(s). Affected teachers may apply to the Vocational Teachers' Council for funds for this training.
- D. Required teacher reductions will be based on seniority, assuming that employee appraisal/job performance, teaching endorsements and/or certification(s), and current industry skills are relatively equal. Teachers may be required to demonstrate that their current industry skills are appropriate to the course offering.
- E. An existing contracted employee who has satisfactory progress evaluations may not be bumped by another displaced contracted employee.
- F. Whenever possible, Reductions in Force will be limited to the end of the semester or school year. Affected teachers shall receive thirty (30) calendar days written notice.
- G. New full-time teachers shall not be employed by the school so long as there remain teachers who have been reduced, unless those teachers have not responded to recall efforts or do not have the proper qualifications and are unable to demonstrate proficiency of current industry skills, if required, to fill the vacancy or vacancies. Such priority consideration will be for a period of one (1) year following the reduction.
- H. The school will send a verifiable communication notifying the teacher of the existing vacancy or vacancies to the teacher's last-known permanent address or email address. It shall be the teacher's responsibility to notify the school of any change in the permanent address or email address.
- I. Teachers must accept an assignment within fifteen (15) calendar days, if offered. The liability of the school to recall employees whose employment contracts have been canceled shall terminate if employees do not accept re-employment.

ARTICLE 32- SCHOOL ACCOUNTABILITY COUNCIL (SAC)

- A. Continue the School Accountability Council (SAC). No later than each June 1st, the Executive Director and the VTF will jointly determine if the SAC is to continue on a yearly basis.
- B. The SAC will operate based on the guidelines set forth in the attached Memorandum of Understanding for the length of this Agreement.

ARTICLE 33-PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations, and direction adopted by the Board or its representatives, which are non inconsistent with the express provisions of this Agreement, except that a teacher may refuse to carry out an order which reasonably threatens the teacher's physical safety.
- B. Teachers are expected to use appropriate channels of communication for comments, suggestions, grievances and other professional matters. Such channels include normal administrative channels, the grievance procedure, SAC, teacher organization representatives, and negotiations. No reprisals may be taken against teachers due to the exercise of their responsibilities in positions in the Vocational Teachers Federation, Vocational teachers Council and School Accountability Council.
- C. The District affirms the principles that teachers have the full rights and responsibilities of citizenship and that a teacher's private life and activities are not an appropriate concern of the District, except to the extent that they detract from the effective accomplishment of the teacher's professional duties or are grounds for dismissal under Colorado statutes.
- D. Teachers have the right, except as otherwise provided by law, to engage in political activity, to campaign on behalf of candidates for public office, and to themselves see, campaign for, and hold public office. However, these activities must be conducted outside teacher assigned hours and must not interfere with the effective accomplishment of the teacher's professional duties.
- E. The District and the Federation affirm the importance of good staff morale to the instructional and operational programs of a school. Teachers and administrators are expected to exhibit positive attitudes and professional behavior that will maintain and enhance good staff morale.
- F. The hoard, teachers, and administrators encourage one another to exemplify the highest standards of personal and professional excellence and to become outstanding role models for all students.
- G. Every teacher and administrator is expected to exhibit sensitivity to ethnic-minority persons and to promote the success of students from multicultural/ multi-ethnic backgrounds.
- H. Any alleged abuses of principal/ executive director authority shall be reported to the Federation or Instructional Superintendent or designee. The Federation and Instructional Superintendent or designee will review and address these allegations.

ARTICLE 34 – BENEFITS BOARD

A Benefits Board will administer and govern the group health and life insurance programs, disability insurance programs, tax sheltered annuities, flexible-spending accounts, and guidelines for using the benefits allowance.

The Benefits Board will be responsible for any and all benefits programs assigned to it by this contract, and shall make every effort to provide programs in the best interest of both the District and its employees. The Benefits Board is charged with containing the cost of health insurance premiums through cooperative efforts, education of employees and consultation with actuaries and health care provider programs.

Composition. The Benefits Board will be composed of not less than eight (8) representatives of the District, four (4) representatives of the DCTA, and three (3) representatives elected from the following bargaining groups: Denver Association of Educational Office Professionals, Communications Workers of America, Denver Federation of Paraprofessionals, Facility Managers Association, Amalgamated transit Union, DPS Association of Building and Grounds Personnel, Denver Public Schools Association of Food Services Employees, Vocational Teachers Federation and the Denver Association of School Administrators.

IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective presidents and attested by their respective secretaries, this day _____ of _____, 2015.

VOCATIONAL TEACHERS'
FEDERATION

SCHOOL DISTRICT NO. 1 IN THE
CITY AND COUNTY OF DENVER

BY: _____
President

BY: _____
President

ATTEST:

BY: _____
Secretary

BY: _____
Secretary