

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

Article 16 - Personal Injury Benefits, Legal Defense Costs and Judgments, and Property Damage

16-1 Temporary Total Disability.

16-1-1 Teachers are covered by the District's Workers' Compensation program.

16-1-1-1 Teachers who have been injured on the job, within the course and scope of their employment, and are temporarily unable to perform their essential job functions, will be paid their full salary for up to four (4) months from their date of injury. Within the four (4) month period, teachers will either be taken off of work by their authorized treating physician or released to modified duty. The District has a commitment to all their teachers to provide modified duty. If the injured teacher is still unable to perform their essential job functions after the four (4) month period, they will be placed on Temporary Total Disability. This is paid by Workers' Compensation up to the statutory maximum. Teachers have the option to supplement their Temporary Total Disability with sick time that they have accrued. They will remain on Temporary Total Disability until released by the primary treating physician.

16-2 Property Damage.

~~16-2-1 In the event a teacher, while acting within the scope of their employment, has their clothing or other personal property damaged or destroyed, as a result of an attack, assault, menace, vandalism, or pupil supervision problem, the District may reimburse the teacher the cost of repair or the reasonable replacement cost of the property.~~

~~16-2-2 Given prudent and responsible handling, the District may reimburse/replace wallets/purses, outer wear and briefcases and contents, if appropriate, which are stolen while on school grounds, up to Two Hundred Fifty Dollars (\$250.00).~~

~~16-2-3 Given prudent and reasonable handling, the District may reimburse/replace stolen and damaged personal property used for instructional purposes at school, with prior documentation and approval, up to Two Hundred Fifty Dollars (\$250.00).~~

16-2-1 The District shall assume no responsibility for damage to or loss of an employees' personal property with the following exception. In the event an employee was

within the course and scope of employment on District premises and had clothing, wallet/purse, prescription eyeglasses, or personal electronic devices damaged, destroyed, or stolen as a result of mischief, vandalism, or other workplace hazard, the District may shall reimburse the employee up to \$250.00 per incident. The District will not reimburse the employees for damage, destruction, or loss caused by the negligence (as defined by the insurance carrier) of the employee.

16-2-24 The District may pay the insurance deductible and/or Two Hundred Fifty Dollars (\$250.00) for the automobile damage because of the vandalism, provided the automobile was on school grounds and the employee was acting within the scope of their employment. 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 employment and had parked their personal vehicle on District premises, the District may shall reimburse the employee for repair or replacement costs not to exceed \$250.00 per incident 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 (as defined by the insurance carrier) of the employee.

16-2-35 In order for the District to reimburse the teacher for losses as outlined in this Article, the teacher must file a claim by submitting both a written District property loss report and a police report. The District can investigate any or all such claims of loss to ascertain applicability to this Article. The maximum dollar amount of claims that will be processed for reimbursement for losses occurring during the term of this Agreement shall be Thirty Thousand Dollars (\$30,000.00). Completed claims will be reimbursed on a first come, first served basis.

23-9 Legal Defense Costs and Judgments. Consistent with Colorado law, C.R.S. § 24-10-110, the District pays legal defense costs and the costs of any legal judgment or settlement for a teacher/SSP if the teacher/SSP is sued for alleged injuries from any act or omission of the teacher/SSP. This means that if a teacher/SSP is sued for an act or omission in the scope of his/her employment (e.g., for something that happened on the playground while the teacher was on duty), and the teacher was not acting "willfully or wantonly," the District is required to provide the teacher/SSP with a lawyer to defend the claim free of charge to the teacher/SSP and to pay any settlements or judgments arising from the claim.

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DPS Counter Proposal: 5/15/17

DCTA Representative

DPS District 1 Representative

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