

AGREEMENT
BETWEEN THE
MAPLETON EDUCATION
ASSOCIATION
AND THE



BOARD OF EDUCATION

JULY 1, 2020 – JUNE 30, 2023

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TABLE OF CONTENTS

<u>Description</u>	
Preamble.....	X
ARTICLE 1 – Recognition.....	1
ARTICLE 2 - Definitions.....	2
ARTICLE 3 – Association Rights	3-5
3.1 Dues Deduction.....	3
3.2 Association Leave	3-4
3.3 Board Agenda, Meetings, Minutes	4
3.4 Use of District Facilities	4
3.5 Transactions of Association Business. ...	4-5
3.6 Teacher Representatives	5
ARTICLE 4 – General Provisions	6
ARTICLE 5 – Negotiation Procedures	7-10
5.1 Initiation of Negotiations	7
5.2 Conducting Negotiations	7
5.3 Adopting Agreement.....	8
5.4 Mediation.....	8-9
5.5 Fact Finding.....	9-10
ARTICLE 6 – Teaching Conditions	11-17
6.1 Teacher Work Year	11
6.2 Teacher Work Day	11-13
6.3 Classroom Interruptions	13
6.4 Collection or Handling of Moneys.....	13
6.5 Protection of Personal Property.....	13
6.6 Complaints Against Teachers.....	13
6.7 Teacher Participation in Budget Dev	13
6.8 Use of Time.....	14
6.9 Change in Student’s Grade	14
6.10 Teacher Assignments.....	14
6.11 Evaluation & Observation	14-15
6.12 Teacher Files.....	15-16
6.13 Teacher Facilities	16
6.14 Required Physical Examinations	16
6.15 Small-by-Design	17
ARTICLE 7 – School Leadership Teams	18
ARTICLE 8 – Transfers and Vacancies	19-22
8.2.1 Voluntary Transfers	19
8.2.2 Involuntary Transfers.....	19-21
8.3 Transfers and Vacancies.....	21-22

<u>Description</u>	
ARTICLE 9 – Grievance Procedure	23-26
9.1 Definitions.....	23
9.2 Purpose	23
9.3 Procedures	23-24
9.4 General Provisions	25-26
ARTICLE 10 – Academic Freedom.....	27
ARTICLE 11 – Curriculum Development	28
ARTICLE 12 – Professional Council	29
ARTICLE 13 – Sick Leave Bank	30-32
ARTICLE 14 – Student Discipline	33
ARTICLE 15 – Teacher Protection from Assaults	34
ARTICLE 16 – Reduction in Force.....	35-36
ARTICLE 17 – Cumulative Leave.....	37-38
ARTICLE 18 – Bereavement Leave.....	39
ARTICLE 19 – Sabbatical Leave	40
ARTICLE 20 – Other Types of Leaves	41-42
ARTICLE 21 – Conference and Visitation Leaves	43
ARTICLE 22 – Jury Duty.....	44
ARTICLE 23 – Salaries and Benefits.....	45-50
23.1 Salaries	45
23.1.5 Transitional Retirement	45-46
23.2 Credit Hours	46-47
23.3 Experience Credit.....	47-48
23.4 Leadership Team	48
23.5 Salaries for Coaching & Co-Curricular Activities	48-49
23.6 Insurance.....	49
23.7 Annual Review	50
23.8 Mileage Reimbursement.....	50
23.9 Hard to Fill Positions	50
ARTICLE 24 – Management Rights.....	51
ARTICLE 25 – Duration of Agreement.....	52

Description

APPENDIX I – Teachers’ Salary Schedule 53

APPENDIX II – Co-Curricular Salary Schedule 54
(District Level Assignments)

APPENDIX III – Co-Curricular Salary Schedule 55-56
(School Level Assignments)

APPENDIX IV – Co-Curricular Salary Schedule 57
(Performing Arts)

Preamble

The Adams County, School District No. 1, Board of Education and the Mapleton Education Association recognize and declare that providing a superior quality education program for all children of Mapleton Public Schools is their mutual aim and that the character of such education depends upon the Board, the administration, and the teaching staff; and NOW, THEREFORE, the Board and the Association agree as follows:

ARTICLE 1

Recognition

- 1.1** The Adams County, School District No. 1, Board of Education recognizes the Mapleton Education Association as the exclusive and sole representative bargaining agent for all full-time and part-time licensed classroom teachers, librarians, nurses, counselors, speech/language specialists, social workers and psychologists.
- 1.2** The Board agrees not to negotiate with any of the above named personnel individually or any teachers' organization other than the Mapleton Education Association for the duration of this Agreement.
- 1.3** All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association as representative of all licensed personnel.

ARTICLE 2

Definitions

- 2.1** The terms "all full-time and part-time licensed classroom teachers, librarians, nurses, counselors, speech/language specialists, social workers, and psychologists" as stated in the Recognition Article will be referred to as TEACHERS unless otherwise stated in this Agreement.
- 2.2** The term BOARD shall mean the Board of Education of Adams County, School District No.1 (Mapleton), Colorado.
- 2.3** The term SCHOOL DIRECTOR shall mean any school administrator or assistant.
- 2.4** The term FACULTY REPRESENTATIVE shall mean the Association's elected or appointed representative at any school or work location.
- 2.5** The term SUPERINTENDENT shall mean the Chief Executive Officer of Schools, Adams County, School District No. 1 (Mapleton).
- 2.6** The term SCHOOL shall mean any school, grounds, or any location or office to which a teacher is assigned permanently or temporarily.
- 2.7** The term ASSOCIATION REPRESENTATIVE shall mean any Association Officer or Faculty Representative or other person appointed or approved by the Association to act on its behalf, including state or national Association representatives.
- 2.8** The term PARTIES shall mean the Board and the Association as participants in this Agreement.
- 2.9** The term DAY shall mean school day, unless otherwise specified.
- 2.10** The term PART-TIME TEACHER means a teacher who normally performs services as an employee of a school in an amount of time less than four hours during each regular school day.
- 2.11** Whenever the singular is used in this Agreement, it shall mean plural as appropriate.

ARTICLE 3

Association Rights

3.1 Dues Deduction

- 3.1.1 The Board agrees to deduct from teachers' salaries an amount of money sufficient to pay the member's dues and contributions to the United Teaching Profession (MEA, CEA, NEA) as certified by the Association, where such deductions have been voluntarily and individually authorized by the teacher. The Board agrees to transmit all such moneys deducted to the treasurer of the Association on a regular monthly basis.
- 3.1.2 The Association will furnish the Superintendent's Designee with dues deduction forms properly signed by the member on or before the first payday in August. Such authorization forms shall remain in effect during the employment of the member. Deductions will be made in equal installments for each pay period from the first paycheck on August 31, through the last paycheck on August 15.
- 3.1.3 Any member may revoke his or her dues deduction authorization for the following year at any time prior to August 1, by notifying the designated Association officer in writing. The Association will notify the School District's payroll department prior to August 15.
- 3.1.4 Monthly deduction of dues will begin with the August 31 paycheck; any person joining MEA for the first time after the first paycheck of each school year shall pay the regular monthly dues for the remainder of the salary year.
- 3.1.5 A member of the Association who leaves the payroll during the school year will have the balance of dues deducted for that membership year from his or her last paycheck. In cases of hardship or unusual circumstances, the Association may waive the balance of dues owed, and will notify the District in writing of such waiver.
- 3.1.6 Dues deduction shall stop for any member of the Association taking an unpaid leave. Upon resumption of salary, dues deduction shall automatically resume.
- 3.1.7 The Board will in no way become an agent for the Association or any member of the bargaining unit, except that the Board agrees to take every possible precaution to assure that dues deduction accurately reflects the authorization of the respective teachers.
- 3.1.8 The Association agrees to hold the Board harmless from any action growing out of these deductions, commenced against the Board or the School District and assumes full responsibility for the distribution of the funds deducted once they have been turned over to the Treasurer of the Association.

3.2 Association Leave

3.2.1 For the purpose of furthering the collaborative work of the school district, the Board shall grant leave days to Association members to participate in negotiations and professional council according to the parameters specified in the respective Articles. The cost of these days will be shared equally between the District and the Association.

The Board will also grant 10 additional days to members to conduct the business of the Association. These days will be reimbursed by MEA at the current substitute base rate of pay.

Additional days may be granted provided they are mutually agreed upon by the Association President and the Superintendent or designee.

Written requests for Association leave must be submitted to the School Director at least three (3) days in advance of use unless there is an emergency. In the event of emergency, requests must be submitted as early as possible (by telephone followed by a written request); but, in any event, prior to the use. No more than six (6) teachers District-wide shall be absent to conduct Association business at any one time.

3.3 Board Agenda, Meetings, Minutes and Policies

3.3.1 The Board will make available to the Association an advance copy of the agenda for each meeting of the Board. In case of a special meeting, notification shall be made as far in advance as possible to the Association. Minutes of Board meetings will be made available to the Association. Upon reasonable request, the Association shall receive available pertinent background information related to specific items on the agenda. A copy of the Agenda for Association Representative Meetings and Executive Board Meetings will be provided to the Board.

3.3.2 The Board will provide the Association two (2) copies of Board Policies as they are adopted. The Association will provide two (2) copies of the Agenda in 3.3.1.

3.4 Use of District Facilities

3.4.1 The Association, upon request to the School Director, may use District facilities for meetings and other Association business without cost where no additional cost is incurred by the District. If additional cost is incurred by the District, such cost will be borne by the Association.

3.4.2 The Association shall have bulletin board space provided in each building in an area normally frequented by teachers for the exclusive use of the Association for posting its materials.

3.4.3 The District mail service and teacher mailboxes shall be available for use by the Association to distribute newsletters, bulletins, notices and other Association materials. All Association distributions shall be provided to all

administrators.

3.5 Transactions of Association Business

3.5.1 Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official business on school property before and after the established teacher workday and during the lunch period.

3.5.2 It is agreed that teachers may participate in Association activities during their lunch periods and before and after the established teacher workday. Association Officers, Faculty Representatives, and committee members may participate in one Association meeting per month before or after the student school day. A current list of such representatives will be maintained by the Association with the Superintendent's Designee.

3.5.3 The Faculty Representative(s) may be given an opportunity at each faculty meeting for brief announcements or reports.

3.6 Teacher Representatives

Teacher representatives on District committees not otherwise provided for in this Agreement will be appointed by the Superintendent or his/her designee with approval of the Association.

ARTICLE 4

General Provisions

- 4.1** It is the intent of the Board and the Association that there be no change, alteration, modification or rescission of the terms of this Agreement without the mutual consent of the parties in writing.
- 4.2** This Agreement constitutes officially adopted Board policy and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
- 4.3** The Board shall continue its policy of not discriminating against any teacher contrary to the provision of any federal or state law, or any municipal ordinances, or because of membership in any teacher organization.
- 4.4** The Association shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, disabling condition or marital status.
- 4.5** 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. The parties may mutually agree to open negotiations on provisions which are found to be unlawful.
- 4.6** Upon reasonable request, the parties shall provide each other with available information regarding negotiations.
- 4.7** The provisions of this Agreement shall be administered equally to all teachers within the District.
- 4.8** The provisions of this Agreement shall control where any direct conflict exists between this Agreement and Board or Association policy, practice, custom, writing or intentions not incorporated in this Agreement. Any matter not covered by the provisions of this Agreement shall be controlled by officially adopted Board policy and Administrative Regulations.
- 4.9** Any individual contract between the Board and any individual teacher heretofore or hereafter executed shall be subject to, and dependent upon, the terms and provisions of this Agreement.
- 4.10** The Association and the Board agree to provide this Agreement as finally ratified by both parties on the district web-site. Schools will be provided with a minimum of three (3) hard copies yearly. Distribution will be by the Association and the Board. Duplication expenses shall be equally shared.

ARTICLE 5

Negotiation Procedures

5.1 Initiation of Negotiation Procedures

- 5.1.1 The Board's team shall meet with the representatives of the Association and shall negotiate for the purpose of reaching agreements. The Board and the Association mutually pledge that the representatives selected by each shall have all necessary power and authority to make and recommend acceptance of an agreement.
- 5.1.2 Issues for negotiations shall consist of (1) salaries and benefits (2) up to 2 issues brought by the Association (3) up to 2 issues brought by the Board and (4) issues(s) mutually agreed upon prior to negotiations. Whenever feasible, issues for negotiations will be shared prior to the start of negotiations.
- 5.1.3 Negotiations shall be scheduled collaboratively between the District and Association at times, and locations agreeable to both parties. If negotiations are scheduled on work days the cost for substitutes will be split equally between the District and Association.
- 5.1.4 The negotiation team for the Association shall include no more than seven (7) members, consisting of teachers, consultants, and observers. The negotiation team for the District shall include no more than seven (7) members, consisting of district employees, board members, consultants, and observers.

5.2 Conducting Negotiations

- 5.2.1 Negotiations will be conducted using an Interest Based Bargaining process.
- 5.2.2 Both parties will make available any pertinent information necessary for the other party to understand its proposals or counterproposals, in a timely manner. Such information shall include, but not be limited to, financial figures on salaries, budget information, numbers of people in the bargaining group and financial information pertinent to those persons and/or their status.
- 5.2.3 All press releases during negotiations shall be mutually agreed upon by both the Association and the School Board. The parties have the responsibility to inform their respective constituents regarding the progress of negotiations.
- 5.2.4 Negotiations shall be conducted in open sessions as required by Colorado law.
- 5.2.5 The Association may request additional days to prepare for bargaining per Article 3.2.1. The Association will pay for any days granted.

5.3 Adopting Agreement

- 5.3.1 Tentative agreements reached during negotiations, mediation or fact-finding will be reduced to writing and will have the conditional approval of both parties. Final agreement on any matter in negotiations is only reached when the parties have tentative agreement on all matters in negotiations. Tentative agreement by either party is necessarily conditional upon tentative agreement by both parties.
- 5.3.2 A tentative agreement is first subject to ratification by the Association in a method determined by the Association and within 20 days of tentative agreement. Following such ratification, the tentative agreement shall be presented to the Board at a regularly scheduled meeting which shall take place within 20 days of the date the Association ratifies. After ratification by both parties, the chief officers of the Board and the Association shall sign the ratified agreement.

5.4 Mediation

- 5.4.1 If the negotiations have reached an impasse, the issues in dispute shall be submitted to a mediator for the purpose of inducing the representatives of the Board and the Association to reach a voluntary agreement. However, none of the issues, which are a subject of negotiations, may be deemed to have been agreed upon until all issues in dispute have been resolved. By mutual consent, the negotiating teams may agree upon a mediator or the procedure for selecting the mediator. In the event the negotiating teams have not so agreed, the mediator shall be selected in the manner set forth below:
- 5.4.2 If the parties cannot agree upon a mediator within five (5) days from the date impasse is declared, then either party shall request, on the sixth (6th) day, a panel of five (5) mediators from the American Arbitration Association in the following manner:
 - 5.4.2.1 The American Arbitration Association shall submit simultaneously to each party an identical list of five (5) persons skilled in mediating of education matters. Each party has five (5) days from postmarked date to postmarked date in which to strike any names to which it objects, numbering the remaining names in order of preference, and to return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that party.
 - 5.4.2.2 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.
 - 5.4.2.3 If the parties fail to agree upon any of the persons named or if either party strikes all the names on the list, or if those

named decline or are unable to act within 30 days, the American Arbitration Association shall submit an additional list to both parties. The second list will be treated as the first. If no one is selected from the second list AAA shall appoint a mediator.

- 5.4.3 The format, dates and times of meetings will be arranged by the mediator and such meetings will be conducted in closed sessions.
- 5.4.4 The mediator will meet with the Board and the Association either separately or together.
- 5.4.5 To the extent that tentative agreements are reached as a result of such mediation, the procedures provided in Section 5.3.1 and 5.3.2 shall apply. If mediation fails in whole or in part, the mediator shall provide a written report to the parties indicating the official position of the respective parties on the issues submitted when mediation is terminated.
- 5.4.6 If unresolved issues exist after mediation, the unresolved issues will be submitted to fact finding.
- 5.4.7 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

5.5 Fact Finding

- 5.5.1 If the mediation described in Section 5.4 has not resulted in tentative agreement on all issues, the Board or the Association may terminate mediation and direct that the issues, which remain in dispute, be submitted to fact finding. In the event that the parties are unable to agree on a fact finder, the fact finder shall be selected in the manner provided in Section 5.4 for selecting a mediator.
- 5.5.2 The fact finder shall have the authority to hold hearings, make procedural rules, call witnesses, and hear sworn testimony.
- 5.5.3 All hearings by the fact finder shall be held in closed session and no release of information concerning the progress of fact-finding shall be made to the public or the press except by or at the direction of the fact finder.
- 5.5.4 In the event that the fact finder shall elect to receive summary briefs of the position of each of the parties, such briefs shall be delivered to the fact finder no later than five (5) days following the last fact finding hearing. The fact-finding process shall be continuous from the date it begins unless otherwise agreed to by both parties. Should either party wish to submit a brief, a case may be presented to the fact finder. The fact finder will render a decision regarding the brief(s).
- 5.5.5 Within a reasonable time after the conclusion of fact finding hearings, but

in no instance longer than 15 days, the fact finder shall submit a report in writing to the Board and the Association only and shall set forth his findings of fact, awards, recommendations and rationale on the issues submitted. His findings shall be advisory only and binding neither on the Board nor the Association.

- 5.5.6 Within five (5) days after receiving the report of the fact finder, the representatives of the parties shall meet to discuss the report. No releases of information shall be made to the public until after such meeting.
- 5.5.7 The respective parties shall take official action on the report of the fact finder no later than 15 days after the meeting described in Section 5.5.6 above.
- 5.5.8 To the extent that tentative agreement is reached on the issues in dispute as a result of such fact-finding, the procedures provided in Section 5.3.1 and 5.3.2 shall apply.
- 5.5.9 The costs for the service of the fact finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

ARTICLE 6

Teaching Conditions

The Board and the Association believe that teacher leadership, retention, and professional growth lead to increased student achievement. We agree to continue to reference these criteria when making decisions about working conditions.

Memorandum of Understanding 2020-2021

Mapleton Public Schools ("District") and Mapleton Education Association ("MEA") enter into this Memorandum of Understanding regarding additional considerations during this unprecedented 2020-2021 school year. We mutually agree that offering a high-quality education for our students while protecting the health and well-being of student and staff is our main priority.

The parties agree to the following:

1. The District has and will continue to work in partnership with the Mapleton Education Association.
2. The District will gather and continue to share transparent information with staff as appropriate.
3. The MEA will continue to conduct and share member surveys.
4. The District will continue to follow the emerging and changing guidance provided by the Colorado Department of Public Health and Environment (CDPHE), the Centers for Disease Control and Prevention (CDC), Tri-County Health Department, Colorado Department of Education, and Children's Hospital.
5. The reopening plan adopted by the Board of Education includes the safety protocols consistent with the 6 strategies outlined in the Plan: Healthy Communities, Healthy Buildings, Healthy Classrooms, Healthy Schedules, Healthy Activities, and Healthy Policies.
6. Each of these 6 strategies are detailed throughout the plan, however the basic premises follow:
 - a. Students and staff who feel ill are required to stay home.
 - b. All students and staff will be required to wear masks or other facial coverings that are consistent with developmentally appropriate practices.
 - c. No visitors will be allowed inside the school buildings during school hours.
 - d. Students will be placed in smaller groups with teachers moving to students when possible and/or practical.
 - e. Social distancing will be observed and practiced to the fullest extent possible.
 - f. Regular hand washing will be required.
 - g. The number of shared items will be reduced.
 - h. Enhanced cleaning and decontamination will be conducted frequently.
 - i. Teachers have the flexibility to arrange their classrooms to allow social distancing and maximize instruction in accordance with individual building implementation reopening plans.
7. School specific protocols will:
 - a. Include collaboration with all licensed staff at that site.
 - b. Be reevaluated and revised on an ongoing basis.

- c. Provide and share clear expectations for all staff members.
 - d. Include a clear plan for additional PPE as needed.
 - e. Outline a process for sick students and staff that come to school.
 - f. Outline process for substitution within each cohort.
 - g. Include guidelines for social distancing in all areas of the school.
 - h. Develop an approach for working with students who violate health-safety expectations.
 - i. Include guidelines for fire drills and other safety drills.
8. Students will be grouped into cohorts to limit exposure. (Cohorts are groups of students and staff within a school building who interact mostly only with each other. The goal is to limit the number of people anyone is exposed to.)
 9. Transfers between and among cohorts will be limited to the times when the cohorts are transitioning (3-4-week cohort sessions/rotations). All students new to a District school will either be enrolled in Mapleton Online until the next session opens or enrolled in the remote learning portion of their school day.
 10. All parties will be prepared to return to the remote learning platform if a virus outbreak requires closure of the District or individual schools.
 11. The District will offer free regular COVID-19 testing for staff.
 12. Anyone who has been directly affected by an exposure to COVID-19 will be notified as-soon-as possible.
 13. High-risk staff, as defined by the CDC, shall have the opportunity to request accommodations on a case by case basis (as required by the ADA).
 14. The District will consider employees personal leave under the Families First Coronavirus Response Act (FFCRA). Additionally, the District granted unpaid personal leave requests made by August 6th, 2020 for the 2020-2021 school year.
 15. All efforts will be made to provide safe and consistent airflow exchange. In addition, air flow filtration units will be in all working areas and will be regularly maintained or repaired as necessary. Non-working units will be replaced immediately. HVAC issues will be addressed immediately. If an HVAC issue cannot be remediated in a timely manner, classes will be relocated until the issue is resolved.
 16. The district will work on providing every licensed staff member with adequate technology to effectively deliver remote instruction.
 17. The District will provide clear guidelines regarding transition to and from remote learning for classes, cohorts, neighborhoods, schools and the District.
 18. The District and MEA will continue to discuss Licensed Evaluation at Professional Council or other meetings, as necessary.
 19. The District will publicize the Employee Assistance Program (EAP) that is available 24/7 free of charge to staff and their household members. The EAP specializes in providing assistance for the following:
 - a. Marital/Relationship Conflict or Enrichment
 - b. Children/Family Problems
 - c. Emotional Issues (including Depression, Anxiety, Grief, etc.)
 - d. Alcohol/Drug Dependency
 - e. Financial/Legal Concerns (free consultation with an attorney and/or financial planner)
 20. The District will continue to ensure all students have access to a quality education.
 21. Mapleton Online offers families a choice for online learning.

22. All parties will be prepared to transition to remote learning in the event of future District, cohort or school closure.
23. All students will receive working devices and MPS will provide details/and or access to free or low-cost internet options if needed.
24. Mental Health services will be made available to all MPS students as appropriate.

The commitment of both parties is to honor the negotiated agreement.

Any proposed changes to this MOU will be discussed with Professional Council or the Bargaining Team.

6.1 Teacher Work Year

- 6.1.1 Mapleton Public Schools and the Mapleton Education Association believe the teaching profession is demanding and rewarding, requiring time and commitments beyond contractual work hours. We further assert that the people involved in this profession are committed to the interest and lives of the students we serve. We acknowledge that maintaining a balance in personal and professional lives is essential to the health and well-being of all.
- 6.1.2 The teacher work year shall consist of 190 days. Work days shall be an average of 8 hours.
 - 6.1.2.1 Included in the 190 work days there will be a minimum of three teacher work days (to be free of any school or District meetings), and three additional days, determined by each school leadership team, which are individually teacher-directed.
 - 6.1.2.2 Teachers must have time to prepare end-of-term grades. The amount of time needed may vary between schools, grade levels, and content areas. From the time outside student contact, per 6.2.3, each school's Leadership Team will determine and allocate time needed to complete this task.
- 6.1.3 Each school's leadership team will develop and distribute a school specific work calendar which meets the requirements of this Article prior to September 1st of each year.

6.2 Teacher Work Day

- 6.2.1 The Board and the Association recognize that a teacher's professional and primary responsibility and obligation is to teach.
- 6.2.2 Each school staff will equitably distribute and share duties and responsibilities so that they are manageable for all. Faculty meetings will

be scheduled during the existing schoolwork day and shall be completed during that time. Attendance beyond the workday shall be optional.

6.2.3 Each school shall design their yearly and daily schedules to reflect the priority that teachers are able to plan and prepare to deliver quality instruction. Each school leadership team shall develop and distribute work day schedules which meet the requirements of this Article prior to September 1 of each year. Schedules may be revised as needed throughout the school year. Teachers' time before and after school on student contact days, will reflect a balance between school-directed time and teacher-directed time. Collaboration is expected both in teacher-directed and school-directed time.

6.2.4 Each school shall design their work day to include a minimum 30-minute lunch time, free from regularly scheduled duties.

6.2.5 In consideration of each school's unique needs, each school's Leadership Team will make every effort to schedule consecutive, equitable and adequate time for both teacher and team planning during the teacher workday. There shall be no required student supervision during plan time. While the priority is for teachers to be planned and prepared to deliver quality instruction, it is understood that professional meetings are inherent to instructional planning and may be scheduled during a teacher's planning time.

6.2.6 The number of consecutive teaching assignments and the number of different assignments will be kept to a minimum. Using a collaborative process, each school shall decide division and number of teaching assignments based on student needs, teacher expertise, and school design.

The District will review and adjust caseloads for special populations as necessary. Caseloads will be determined by student needs, staff expertise, and program design.

6.2.7 Licensed staff shall be required to substitute when a classroom teacher absence is not covered, or if an emergency arises. The School Director will make every effort to obtain a substitute teacher. Prior to the first day of student contact, each school will use a collaborative process to develop a written plan for how to fairly and equitably support students in these situations. Licensed staff members will choose one of the following methods of compensation:

6.2.7.1 Payment of hourly rate based on beginning BA range for the current year. When a classroom group of students is divided among teachers, those teachers will divide the hourly rate.

6.2.7.2 Accumulated time may be applied toward time off during the normal non-student day. Exceptions shall be, but are not limited to, coaching, co-curricular, parent-teacher conferences, scheduled meetings and other previous

contractual obligations.

Memorandum of Agreement 2019-2020

The MEA and District administration will work together in Professional Council to:

1. Refine and monitor the plan to cover the absences of athletic coaches that arise due to competitions that conflict with the school day;
2. Study the feasibility of including all District licensed staff in the substitute rotation.

6.2.8 Teachers will be permitted to leave school property during their assigned lunch period provided they notify the school office before leaving the school.

6.3 Classroom Interruptions

6.3.1 The Board and Association agree that unnecessary classroom interruptions are not in the best interest of good educational programs; therefore, every effort will be made by administrators and teachers to keep all classroom interruptions to a minimum.

6.4 Collection or Handling of Moneys

6.4.1 Safeguards will be maintained for those teachers authorized by the School Director for collection or handling of moneys.

6.5 Protection of Personal Property

6.5.1 The Board agrees to provide each teacher with a designated safe place in the building where personal belongings may be stored by under lock and key. If a teacher's personal property or effects have been stored in the designated safe place and are damaged, destroyed or stolen in the course of employment, and it is proven that the teacher is not negligent, then the Board will reimburse the teacher up to five hundred dollars (\$500.00) for such personal property or effects upon proof of the nature and amount of loss satisfactory to the District.

6.6 Complaints Against Teachers

6.6.1 Teachers will be informed within two (2) days of complaints lodged against them. The teacher will have the right to know who filed the complaint, the details of the complaint and the opportunity to respond to the complaint. If a written complaint is filed, the teacher shall be given a copy.

6.7 Teacher Participation in Budget Development

6.7.1 The Teacher shall have input into the development of the allocated school budget. The teacher will have the right to recommend changes and

priorities in the allocation of funds in that budget prior to final adoption.

6.8 Use of Time

6.8.1 The Leadership Team at each school will monitor the use of time and workload with attention to:

- a. System priorities
- b. School priorities

6.8.2 Professional Council will:

- a. Annually review system priorities
- b. Regularly evaluate staff workload
- c. Work with sites to adjust expectations for additional responsibilities based on those evaluations.

6.9 Change in Student's Grade

6.9.1 If the Administration feels that a student's grade must be reviewed, the teacher shall be notified. If there is disagreement, a three (3) person panel shall be appointed by the department chairperson or by the School Director where no department chairperson exists. The panel will be chosen from that department or grade level.

If the department or grade has less than three (3) persons, the panel may be rounded out from other departments or grade levels. The panel shall review all the pertinent facts and make a decision regarding the grade.

6.10 Teacher Assignments

6.10.1 Non-probationary teachers will be given the opportunity to indicate in writing their preference as to subject and grade assignment for the next school year. A teacher who desires a change of assignment within a school shall submit a Preference Form to the School Director. The preference will be considered when making assignments.

6.10.2 No later than May 15 of each school year, except for emergencies, teachers shall be notified of the following matters concerning their tentative assignment for the succeeding year. If classes change at semester, teachers will be notified as soon as possible concerning their assignment for the following semester.

6.10.2.1 Subjects and grade levels to be taught.

6.10.2.2 Special or unusual classes and grade levels to be taught.

6.11 Evaluation and Observation

- 6.11.1 The Board and Association recognize that the primary purpose of evaluation is to improve professional performance of the teaching staff and to determine the continuation of employment in the District.
- 6.11.2 The Mapleton Education Association and District Administration will continue to collaborate in the implementation of Educator Effectiveness through the District Evaluation Council.
- 6.11.3 All observations of a teacher will be conducted in an open and professional manner and with full knowledge of the teacher.
- 6.11.4 Teachers will be informed in advance of the criteria on which they will be observed and evaluated. Observation criteria will be suited to the teaching assignment of the teacher. Evaluators will use the Mapleton Public Schools Educator Effectiveness Handbook.
- 6.11.5 If the evaluator determines that the teacher has deficiencies or areas that need to be improved, the teacher shall be so informed in writing, giving specific written suggestions for improvements. The teacher shall be given a reasonable time for improvement. The evaluator will assist the teacher to overcome any identified areas of weakness or deficiency.
- 6.11.6 Teachers will normally be given a copy of all evaluations within five (5) days after such evaluation is made. A conference between the evaluator and the teacher shall be held normally within eight (8) days after the date of the evaluation to discuss the evaluation prior to the evaluation being forwarded to the District Administration Office.
- 6.11.7 Teacher signature on all evaluation forms will indicate that the teacher has read the form and will not waive the teacher's rights.
- 6.11.8 Teachers will be assured of procedural due process in any evaluation procedure adopted by the District.

6.12 Teacher Files

- 6.12.1 Any material related to a teacher's evaluation, conduct, service, character, health or personality shall not be placed in the files unless the teacher is given the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.
- 6.12.2 The teacher shall have the right to answer any such non-confidential material filed and his/her answer shall be attached to the file copy. Teachers may grieve any non-confidential material placed in their files. Materials will be removed from the files when a teacher's claim that it is inaccurate or unfair is sustained by the grievance process.
- 6.12.3 Within one (1) day of their request, teachers shall be permitted to examine

their files except for confidential material.

- 6.12.4 Teachers shall be permitted to reproduce, at their expense, any material in their files.
- 6.12.5 Any incident report placed in the file must be reduced to writing within 30 days of its occurrence.
- 6.12.6 "Confidential" as used in this Section shall refer solely to matters arising prior to the teacher's employment.

6.13 Teacher Facilities

- 6.13.1 The District shall provide the minimum teacher facilities listed below:
 - 6.13.1.1 Space in each classroom where each teacher may store materials and supplies, whenever possible.
 - 6.13.1.2 A desk, chair and lockable cabinet will be provided for each teacher, whenever possible.
 - 6.13.1.3 Clean, well-ventilated and well-lighted teacher restroom.
 - 6.13.1.4 At least one telephone shall be made available in each school with teachers to have priority in its usage, with the understanding that such telephone(s) shall be used primarily for school- related business. The phones provided shall, whenever possible, be in a quiet and private space.
 - 6.13.1.5 A furnished room to be used as a faculty lounge.
 - 6.13.1.6 An effort will be made to provide adequate heating, lighting and ventilation in all portions of the school.
 - 6.13.1.7 A workroom for teachers containing equipment and supplies sufficient to aid in the preparation of instructional materials, whenever possible.
 - 6.13.1.8 Parking areas and sidewalks will be provided at each school except in emergency situations. The District will make an attempt to keep these areas clear of snow and ice during school hours.

Memorandum of Agreement 2019-2020

During the 2019-2020 school year, MEA and District Administration will work together in Professional Council to develop procedures to identify and address parking issues at specific sites.

6.14 Required Physical Examinations

6.14.1 In the event that the Board requires health exams, chest x-rays, or any other physical tests as a condition of continued employment, the Board agrees to pay for such expenses upon presentation of valid charges to the accounting office.

6.15 Small-by-Design

Mapleton Public Schools is comprised of small-by-design schools. These schools provide a variety of choices for learning to increase student performance.

We recognize that there will be evolution within each school directed toward meeting student needs. We also recognize that there will be professional development or training activities that are specific and unique to each school. Training and professional development hours may be outside the established teacher work year. Teachers will be compensated consistent with Article 11.2 when training occurs outside the established teacher work year. Training and professional development requirements will be determined by the school district based on school model and program needs.

ARTICLE 7

School Leadership Teams

The District and the MEA believe that collaborative decisions lead to improved student achievement. As per board policy, each school will participate in collaborative decision making, and each school shall have a Leadership Team.

The school Leadership Teams will make decisions within the parameters established by the District and school's strategic plan, school's improvement plan, Board policy, and state and federal law. Implementation of the District's instructional program is complex and is best accomplished when there is mutual understanding among a school's administration and teachers, and a joint commitment to problem solving. Such an atmosphere recognizes the authority of the director and the professionalism of teachers. We believe that collaborative decisions are best, however there may be times when a school director will need to make decisions independently.

1. The full Leadership Team in each school includes the Director(s), Assistant Director(s) and all licensed staff.
2. Each school year, the full Leadership Team may determine that a smaller group would be more effective and may adjust the team as needed. The full Leadership Team will determine the composition of and any changes to the representative Leadership Team.
3. The Leadership Team will schedule and hold regular meetings, establish agendas, gather input, and share information and decisions.
4. Each school's Leadership Team shall also attend to the specific Leadership Team responsibilities and timelines as outlined in Articles 6 and 14 of this Agreement.

ARTICLE 8

Transfers and Vacancies

8.1 The Board and the Association agree that teachers be given consideration regarding their preference in assignment. All vacancies shall be filled based on program needs and qualifications.

8.2 Transfers shall mean only those changes involving moves from one school to another. Reassignment to different grade level or area of instruction within a school is not considered a transfer.

8.2.1 Voluntary Transfers

8.2.1.1 Teachers who desire to transfer to another school may file a Transfer Request with the Superintendent's Designee at any time. Requests filed prior to March 15 will be considered for the following school year. The request will remain until the first teacher workday. Such request should list by priority the school or schools and the grade or subject area to which the teacher desires to be transferred. The request will be considered an application for vacancies per 8.3.

8.2.2 Involuntary Transfers

8.2.2.1 An administrative or involuntary transfer may be necessary for the following reasons:

8.2.2.1.1 A reduction in student body enrollment within the District, a school, department, grade level or team.

8.2.2.1.2 To fill assignments which cannot be accommodated by new hires and district vacancy posting procedures, the administration may involuntarily transfer the least senior qualified district person to that position.

8.2.2.1.3 Changes in a program

8.2.2.1.4 School closure or merger

8.2.2.1.4.1 School closure is defined as a time when a school is no longer functioning as a school and when the staff will be assigned to more than one school within the District.

8.2.2.1.4.2 School merger is defined as a time when a school is no longer

functioning as a school facility and when the staff from the affected school will be assigned to one school within the District.

8.2.2.1.4.3 Non-Probationary teachers not assigned as a result of this process will be reassigned in accordance with the involuntary transfer provisions of Section 8.2.2.3 of this Article.

8.2.2.2 When an involuntary transfer is necessary, teachers will be retained in a school based on:

1. Program Needs
2. Qualifications
3. Length of service; teachers will be considered on the basis of greatest length of service in the District, school, department, grade level/team.

In the case of a merger, before final decisions are made regarding retention in the school, a committee comprised of two administrators (one from the school, one from outside the school) and two teachers (one MEA member from the school, and one from outside the school) shall recommend the teaching assignments that best meet program needs. The committee members from outside the school must be mutually agreed upon by the two school committee members. Final decision will be made by the Board.

8.2.2.3 Involuntary transferees resulting from a school closure or merger shall be given a list of all available positions within the District. Transferees will provide to the Superintendent's Designee a list stating their first, second, and third preferences from the available positions. Whenever feasible, making assignments in conjunction with length of service, qualifications and previous service, the District will honor one of the three preferences.

8.2.2.3.1 The Superintendent may initiate an involuntary transfer only during the academic school year and only when positions are available.

8.2.2.4 Procedure for transferring teachers in-voluntarily for educationally sound reasons:

8.2.2.4.1 The Superintendent may initiate an involuntary transfer only during the academic school year and only when positions are available.

8.2.2.4.2 Within ten working days of notification of a transfer, the transferee can appeal the superintendent's decision to a hearing panel.

- 8.2.2.4.3 The hearing panel will be composed of two members of the board of education, two association members and an administrator from outside the affected school(s) who has been jointly selected by the panel.

Upon receipt of the appeal, the hearing panel must schedule a hearing within five (5) working days. The hearing panel will review the verbal testimony and written documentation of the Superintendent and the teacher and render a written decision within five working days after the hearing.

8.3 Transfers and Vacancies

- 8.3.1 School Directors will, through the Superintendent's Designee, announce and post all intra-school vacancies when they occur or become known. Teachers within that school will have five (5) school days from the date of posting in which to apply for the vacancy. If this vacancy is not filled by an intra-school teacher, then the vacancy will be posted as stated in Section 8.3.3.
- 8.3.2 Teachers returning from leave may apply for any school vacancies posted for the school to which they were assigned when their leave commenced.
- 8.3.3 All school vacancies shall be posted on the District's website for at least five (5) days as these vacancies occur. Teachers will be given the opportunity to apply for these vacancies or openings as they are posted. Applications will be submitted to the Superintendent's Designee.
- 8.3.4 Teachers returning from any leave of absence will be notified all available vacancies for the next school year and may apply for these vacancies as they are posted. To ensure positions, these teachers may also be assigned to positions by the Superintendent's Designee.
- 8.3.5 Notification of vacancies occurring after the regular school year will be posted on the District website as well as e-mailed to all district staff via the district e-mail system. During the ten calendar days prior to the first teacher workday, the five (5) day posting may be waived. Administrators will make every effort to contact teachers who have previously expressed an interest through a Request of Transfer submitted to the Superintendent's Designee by March 15 (8.2.1.1).
- 8.3.6 All qualified in-district applicants for teacher vacancies shall be interviewed by the appropriate administrator and school hiring team when possible. Each interviewed applicant shall be notified in writing of the disposition of his/her application.
- 8.3.7 The Association and Board of Education agree that collaboration in the teacher hiring process is desirable and that every opportunity should be

given to district teachers to provide their input on hiring teams. We collectively understand that circumstances may lead to the need for hiring decisions to be made by administration without consultation. We understand this should not be a consistent occurrence and all efforts will be made to follow the above philosophy. Finally, we agree that the Superintendent will make final hiring recommendations to the Board of Education.

ARTICLE 9

Grievance Procedure

9.1 Definitions

- 9.1.1 A grievance shall mean an allegation by a teacher that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement or of Board Policy or that his/her health or safety has been jeopardized. The term "grievance" shall not apply to any matter as to which the method of review is prescribed by law or the Board is without authority to act.
- 9.1.2 As used in this Article, the term "teacher" shall mean (a) an individual teacher as defined in Article 2, or (b) a group of teachers having the same grievance, or (c) the Association.
- 9.1.3 The term DAY shall mean school day, unless otherwise specified.

9.2 Purpose

- 9.2.1 The purpose of this procedure is to secure equitable solutions at the lowest possible administrative level to the problems, which may, from time to time, arise affecting the welfare or working conditions of teachers. Both parties agree that personnel grievance proceedings will be kept confidential.

9.3 Procedures

- 9.3.1 Level One. Within 20 days of the alleged grievance, the teacher may first discuss the grievance informally with his/her School Director or supervisor. If unresolved within five (5) days of this informal discussion, the grievance will be presented in writing with the objective of resolving the matter formally.

Within five (5) days of presenting the grievance in writing, a formal Level One hearing will be held. At this time, the aggrieved person may: a) discuss the grievance personally; b) request that the Association's representative accompany him/her; or c) request that the Association's representative act in his/her behalf. The School Director or immediate supervisor shall write and sign his/her grievance decisions at Level One within five (5) days of the Level One hearing and will transmit copies to the grievant and Association.

Level Two. If the aggrieved person is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within five (5) days after the Level One hearing, the grievance may be filed in writing with the Association within five (5) days. Such grievance may then be filed by the Association with the Superintendent within 10 days of the Level One decision.

The Superintendent's designee shall conduct a Level Two hearing with the aggrieved person and the Association's representative in an effort to resolve the grievance. Such hearing will take place within five (5) days after receipt of the written grievance by the Superintendent.

Decisions rendered at Level Two of the grievance procedure will be in writing within five (5) days after the hearing described above setting forth the decision and the reasons therefore and will be transmitted promptly to all parties and to the Association.

The grievant shall have the right to present any witnesses, written statements from witnesses, and other documents pertinent to the grievance for the consideration of the proper parties at the respective steps of this procedure.

Level Three. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if the decision has not been rendered within five (5) days after the Superintendent's designee has heard the grievance, the grievance may be filed with the Association within five (5) days after the grievance decision has been rendered at Level Two. If the Association deems the grievance meritorious, it may proceed to arbitration within fifteen (15) days after receipt of the grievance.

In the event the parties are unable to agree upon an arbitrator within five (5) days, then the American Arbitration Association will be notified immediately by the moving party and an arbitrator will be selected. The selection of an arbitrator shall follow the procedure outlined by the American Arbitration Association. A copy of the arbitration request will be submitted to the other party.

The arbitrator shall be bound by all terms of this Agreement. He/she shall have no power to add to, delete, or modify in any way, any of the provisions of this Agreement. He/she will issue a report within 15 calendar days after the date of the close of the hearings. The decision of the arbitrator shall be advisory upon both parties.

Sixty percent (60%) of the fees and expenses of the arbitrator shall be paid by the non-prevailing party. Forty percent (40%) of the fees and expenses of the arbitrator shall be paid by the prevailing party. The arbitrator's report shall be submitted in writing to the Board and the Association only and shall set forth the findings of fact, rationale, conclusions and recommendations on the issues submitted.

Within five (5) days after receipt of the arbitrator's report, the Board and the Association will meet to discuss the report. No public releases of information may be made until after such meeting.

The Board shall take official action on the report of the arbitrator within 20 days.

9.4 General Provisions

- 9.4.1 Copies of written grievances and decisions rendered will be transmitted promptly to the aggrieved person(s), the School Director or supervisor, the Association Grievance Committee Chairperson and President, and the Superintendent.
- 9.4.2 No reprisals of any kind will be taken by the Board of Education or by any member of the administration against any teacher or Association representative for using this procedure or any participant in testifying or giving information if it is a part of this procedure.
- 9.4.3 The Association shall have the right to initiate a grievance or an appeal from the disposition of a grievance of a teacher or group of teachers at any step of this procedure.
- 9.4.4 No grievance may be submitted to arbitration except by the Association.
- 9.4.5 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 9.4.6 All documents, communications and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.
- 9.4.7 Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne equally by the Board and the Association.
- 9.4.8 The Board agrees to make available to any aggrieved person and/or person's representative all pertinent information relevant to the issues raised by the grievance, except that which is confidential.
- 9.4.9 Should the investigation or processing of any grievance hearing require that a teacher or an Association representative be released from his/her regular assignment as a result of a request by the School District or Association, such individual shall be released without loss of pay or benefits to participate in the hearing. The cost of replacement teachers will be borne equally by the Association and the Board.
- 9.4.10 No grievance shall be recognized by the Board or Association unless they shall have been presented at the appropriate level within twenty (20) days after knowledge of the act, failure to act, or condition on which the grievance is based occurred. If not so presented, the right of grievance will be forfeited.

- 9.4.11 A grievance initiated during the time school is not in regular session will commence at Level Two, provided the School Director or immediate supervisor is not available to meet the time limits specified in this grievance procedure.
- 9.4.12 After Level One, no new grievance issue may be introduced and after Level Two, no new evidence may be introduced at subsequent grievance hearings.
- 9.4.13 Any time limits set forth in this Article may be extended or waived by mutual agreement of the parties provided the extension or waiver is in writing.

ARTICLE 10

Academic Freedom

- 10.1** The parties recognize that democratic values can best be transmitted in an atmosphere which is conducive to inquiry and learning, and in which academic freedom for the teacher and the student is encouraged.
- 10.2** The parties hereto agree that academic freedom must include requirements that all teachers present all sides of controversial issues on subjects within the established course of studies. Age and maturity of the students, as well as District policies (Board and Superintendent IMB/IMB-R, teaching about Controversial/Sensitive Issues) requiring prior approval of certain content/presentations must guide teachers in dealing with controversial issues.

ARTICLE 11

Curriculum Development

11.1 The Board and the Association agree to involve teachers in development, implementation and evaluation of curriculum. Teachers shall be nominated by the Superintendent or his/her designee with the Association's approval.

11.2 Release time or payment of the hourly rate will be based on beginning BA range for the current year.

Contract for Services: A mutually agreed upon contract amount for the stipulated product and flexibility in payment for teacher-student based programs might be negotiated commensurate with funding from outside sources.

11.3 New programs approved by the Board may be preceded by in-service education of teachers as provided by the Department of Learning Services. Materials and equipment to support such programs will be provided.

11.4 For the purpose of this Article, "Curriculum Development" shall be defined as: Design, revision and/or modification of District-wide curricula offerings resulting in a "product to be utilized in classrooms." Payment will be made for those projects, which are approved in advance by the Executive Director of Learning Services. Such approval shall be in writing and shall specify: (1) number of hours, (2) time lines, and (3) format of the expected product.

ARTICLE 12

Professional Council

- 12.1** The Board and the Association recognize that they have a common responsibility beyond their collective bargaining relationship to further the collaborative work of the District.
- 12.2** In recognition of the Association's interest and professional expertise in educational matters Professional Council will be maintained.
- 12.3** The Professional Council shall be composed of the President, two, (2) members of the Association appointed by the President, the Superintendent or designee, and two (2) persons designated by the Superintendent. The composition of professional council may be altered by mutual agreement.
- 12.4** The Professional Council shall meet at the request of the Association President or the Superintendent to discuss and study subjects of concern.
- 12.5** The Professional Council may recommend the appointment of committees composed of teachers and administrators to study and report on agreed subjects. On completion of the study and a report to the Council on the subject assigned to it, each committee shall be considered dissolved, and once dissolved, no committee shall be reactivated except by mutual consent of the members of the Professional Council.
- 12.6** The clerical expenses of the Professional Council and its subcommittees shall be shared equally by the Association and the Board.
- 12.7** Association representatives on the Professional Council may, at Board and Association request, be released from school duties for meetings on the Professional Council without loss of salary or leave days. Members of subcommittees may also be excused at Board and Association request without loss of salary or leave days under the same conditions. Cost of replacement teachers shall be shared equally.
- 12.8** The Association and the Superintendent or designee shall prepare a mutually agreed upon agenda in advance of the meeting.

ARTICLE 13

Sick Leave Bank

13.1 The Board and the Association agree to maintain a Sick Leave Bank for the duration of this contract.

13.2 Operational Guidelines

1. Effective August 2006, all current District teachers and all new hires shall automatically belong to the Sick Leave Bank unless the teacher completes and submits the opt-out form to the sick bank chairperson prior to August 15 of each year. The decision to not participate may be reversed within seven (7) school days after August 15. After this time period, the decision is permanent. Only teachers who contribute the assessment will be eligible to participate in the Bank. Membership is effective until Sick Bank days are depleted, and an additional assessment is made. If Sick Bank days are depleted, the Sick Bank Board will require one (1) additional day be donated to the Bank by each member. Teachers, who do not belong to the Sick Leave Bank, may not join the bank until the next open enrollment period during August of the following school year.
2. New teachers may opt out within 10 days if hired after the start of the school year.
3. Half-time teachers will contribute one-half (1/2) day and will be eligible for a maximum benefit forty-five (45) days.
4. Only teachers who contribute will be eligible to participate in the Sick Leave Bank. Benefits of the Bank shall be restricted solely to a physical or mental condition or illness of members that renders the member unable to work, as verified by a doctor only. Pregnancy, by itself is not considered an illness or condition eligible for sick bank. Leave due to complications of pregnancy and/or after delivery (including C-sections), or recovery from delivery will be considered per Operational Guidelines. Cases of job-connected absences are not eligible for Sick Bank use; however, they are covered by Worker's Compensation benefits. Additional training time related to Choices for Learning Schools will not be covered by the sick bank. The only days eligible for sick bank coverage will be those scheduled days that count toward the 188 contracted. These days will be determined from each individual school calendar.
5. Previously approved unpaid Board leave cannot be converted to paid leave through the sick bank.
6. The first seven (7) days for first year teachers and the first 15 days for all other teachers of cumulative leave used consecutively for each illness EACH SCHOOL YEAR by a teacher will not be covered by the Bank, but must be covered by the teacher's own accumulated leave or leave days without pay. Each year, after the initial request, and prior to each succeeding request from an individual member, the first 15 consecutive days of leave for each illness

will not be covered by the Bank, but must be covered by the teacher's own accumulated leave or leave without pay. The Sick Leave Bank Board may make exceptions.

7. All applications for benefits of the Sick Bank will be made in writing on the appropriate application form provided by the Sick Bank Board. The forms are available from the Sick Bank Chairperson. Applications for benefits will be sent directly to the Sick Bank Chairperson. All applications must be accompanied by a doctor's statement specifying the nature of the illness, the days and extensiveness of medical service to the teacher, and the date of the patient's release for return to teaching duties. Application is necessary for each illness. At the discretion of the Sick Leave Bank, an additional doctor's statement obtained from a doctor chosen from a list of doctors supplied by the Sick Leave Bank Board may be required. Initial application for benefits may begin on the first duty day of the school year. Doctor notes must specify that the teacher is unable to work due to condition/illness. Applications accompanied by notes that "recommend" or "suggest" that the teacher not work shall not be considered for application to the sick bank. FMLA forms will not be accepted in lieu of doctor notes.
8. A maximum of 90 days each school year/illness (45 for ½ time) may be drawn by any one member. These days may be granted in increments smaller than 90 days at the discretion of the Sick Leave Bank Board. Beginning with the 2006 school year there shall be a vesting process for the sick bank. All teachers that were members in the 2005 school year will be fully vested if they do not opt out for the 2006 school year. The vesting process for all others shall be as follows:
 - a. The first year a teacher belongs to the sick bank, they shall be eligible for a total of 10 days from the sick bank.
 - b. The second consecutive year a teacher belongs to the sick bank, they shall be eligible for an additional 15 days for a total of 25 days from the sick bank.
 - c. The third consecutive year a teacher belongs to the sick bank, they shall be eligible for a total of 90 days from the sick bank.

If at any time, a teacher chooses to opt out of the sick bank, they must begin the vesting process again.

9. The Sick Leave Bank Board is composed of five (5) persons. Four (4) persons will be appointed by the Association President and confirmed by the Executive Committee. Terms on the Sick Leave Bank Board shall be one (1) year. At least one (1) member of the Association Executive Committee will be a member of the Sick Leave Bank Board. One (1) person from the district administration shall be a member of the Sick Leave Bank Board. Responsibility for administration of the Sick Bank is vested in the Sick Bank Board. Should a dispute arise or should the number of days requested exceed the number of days remaining in the Sick Bank, final disposition will be rendered by the Sick Bank Board and may not be grieved. A simple majority of the Sick Bank is necessary for decisions regarding the use of the Bank. Members of the Sick Leave Bank Board shall be limited to members of

the Mapleton Education Association, except for the administrative position. Appointment to the Sick Leave Bank Board will be made by June 15 for the succeeding school year from a list of interested applicants submitted to the Association President.

10. Failure to comply with any of the established guidelines will result in termination of membership in the Sick Bank.
11. If an application or accompanying doctor's note is not submitted as soon as practicable within 30 days of medical need, the Sick Bank Board is not obligated to consider the application. Applications or notes submitted more than 30 days following onset will not be considered.

ARTICLE 14

Student Discipline

The MEA and District Administration recognize that a multitude of factors contribute to student engagement and behavior. We are committed to evaluating and addressing these factors which include, but are not limited to: relationships, mental health, curriculum, instruction, environmental influences, extra-curricular programming and enrichment experiences. We will continue to work together to improve the capacity of each school and its staff to appropriately support students.

- 14.1** The Board recognizes that children who disrupt the school program often have learning needs regarding appropriate behavior. At the same time, students who are persistent in infringing upon the rights of other students to learn, who depreciate the efforts of teachers, who interfere with the operations of the school and/or are resistant to initial interventions, will be subject to a behavior plan.

The Board recognizes that the teacher is the primary agent for the maintenance of good classroom discipline. Therefore, the Board recognizes its responsibility to give assistance so that teachers can maintain control and discipline while engaged in their duties and responsibilities as teachers.

- 14.2** Before the first student contact day, the staff at each school will collaboratively develop a school-wide student behavior management system which is consistent with the District expectations and Board policy.
- 14.3** School climate and culture, including the maintenance of a school-wide student behavior management system, is the responsibility of the whole school staff. The behavior management system will be shared with all stakeholders. Consistent enforcement of the student behavior standards will be an ongoing area of focus in the District.

ARTICLE 15

Teacher Protection from Assaults

- 15.1** Any case of assault upon a teacher shall be reported promptly and within five (5) days in writing to the School Director or other appropriate administrator by that teacher or any other teacher observing or having knowledge of the assault.
- 15.2** When arising out of and/or in the course of a teacher's employment and the proper discharge of teaching duties, as determined by administrative review, a teacher's clothing or personal effects are damaged or destroyed as a result of willful malice, the Board will reimburse the teacher for the cost of the repair or replacement in the amount not to exceed one hundred dollars (\$100.00).
- 15.3** Whenever a teacher is absent from school as a result of a personal injury caused by an assault arising out of and/or in the course of employment, a full salary will be paid, less the amount received from worker's compensation, for a period of 20 days. Days of absence in excess of 20 days shall be charged to Cumulative Leave.
- 15.4** Administrative review decisions shall be subject to review through the Grievance Procedure.
- 15.5** Provisions of this Article shall refer to assaults by parents, students or persons not associated with the schools.

ARTICLE 16

Reduction in Force

- 16.1** A reduction or decrease in the number of teaching positions shall be in accordance with Section 22-63-112, Subsection 3 of the Colorado School Laws, as amended.
- 16.2** In the event of a justifiable reduction in the number of teaching positions requiring cancellation of employment contracts with one or more teachers, the following procedures shall be followed:
- 16.2.1 Notice of Anticipated Reduction. The Board shall prepare a statement identifying the program area, or endorsement area or the like where the reduction in teaching positions requiring cancellation of employment contracts is anticipated. This statement will be promptly transmitted to the Association and the teaching staff.
- 16.2.2 The Superintendent will submit to the Board recommendations for canceling the employment of particular teachers. The Superintendent's recommendations for cancellation will be consistent with the following:
- (a) Probationary teachers within a program or an endorsement area identified for reduction will be canceled first.
 - (b) Non-probationary teachers shall be selected for cancellation on the basis of seniority, the least senior being reduced first, however, provided that the District may retain any teachers where qualifications (endorsement area, certification, experience, educational preparation and training and ESEA requirements for Teaching Assignments are determined by the District to be necessary (or important) to the continuation of District programs.
 - (c) Non-probationary teachers identified for cancellation of employment within a program or endorsement area may displace any probationary teacher in another program or endorsement area provided the non-probationary teacher is qualified to perform the duties of the position. In determining qualification, the District will consider endorsement area, certification, experience and educational preparation and training, where applicable.
- 16.3** The above criteria shall be the only criteria used for reduction in force of non-probationary teachers. Evaluations shall be considered, as an exception to the above, in cases where seniority and qualifications are equal.
- 16.4** The Board shall make reasonable efforts to notify the faculty affected by the required reduction (as soon as practicable). At the time of such notice, the Board shall indicate the reason for the reduction. In the event of any dispute concerning the application of the provisions of this Article, teachers may file a grievance pursuant to the grievance procedures set forth in this Agreement. The Board and the association agree that the grievance procedure set forth in this Agreement shall satisfy any requirement of a hearing which may be called for under state law or court decision.

- 16.5** When openings are identified by the District, which they desire to fill, openings shall be offered to those teachers who were subjected to a reduction in force. Offers of re-employment shall be extended to qualified teachers in order of seniority if more than one teacher is qualified for the position. Offers of re-employment shall be mailed to the last known address of the teacher.
- 16.6** A teacher whose employment has been canceled pursuant to a reduction in force under this Article and who has been offered a position of employment shall accept or reject the position within ten (10) days of receipt of said notification. Failure of a teacher to accept a position during that period for which he or she is qualified shall terminate any further obligation on the part of the District.
- 16.7** The temporary separation of a teacher due to reduction in force shall be considered an approved leave of absence and will not affect accumulated benefits under provisions of the current agreement if the teacher is rehired within fifteen (15) months of the date of termination.

ARTICLE 17

Cumulative Leave

- 17.1** Absence by teachers shall be governed by the provisions of this article.
- 17.1.1 All full-time teachers shall be granted 10 days cumulative leave per school year. A part-time teacher shall be granted cumulative leave days on a pro-rata basis based upon the part-time teacher's contractual services as it relates to a full-time teacher's contractual service. For purposes of this article only, a part-time teacher shall mean a teacher who has less than a full-time assignment.
- 17.1.2 Unused cumulative leave may be accrued to a maximum of 150 days.
- 17.1.3 An employee shall be credited with a full cumulative leave allowance at the beginning of the school year. In the event that a contract is terminated prior to the termination date stated thereon and the employee has used more days than he/she has accrued, a daily pro rata reduction will be made on the final paycheck of the employee.
- 17.1.4 Employees on any type of leave covered in other Articles of this Agreement shall neither accumulate nor lose cumulative leave. Upon returning to duty, the employee will begin with the total accumulated leave accrued at the time when the leave commenced.
- 17.1.5 An employee who anticipates an extended absence from the job for reasons of maternity, elective surgery or other medical problems shall notify the Personnel Office as soon as such absence can reasonably be anticipated.
- 17.1.6 Employees who retire from the District under favorable conditions (i.e., under conditions other than discharge or constructive discharge), after 20 years of experience within the District, will be compensated at the rate of one hundred percent (100%) of the regular substitute teacher rate in effect on the employee's date of retirement for all unused cumulative leave.
- 17.1.7 Up to 30 days of cumulative leave may be used for Maternity, Paternity or Adoption reasons. The employee must notify Human Resources when such leave begins.
- 17.1.8 Any teacher using cumulative leave for an extended period of illness or under any circumstances where there is a factual basis to support that the provisions of this Article are being abused may, at the Board's expense, be required by the Board to provide a medical statement or to submit to a medical examination.
- 17.1.9 Cumulative leave may not be used for recreational purposes.
- 17.1.10 During each school year a maximum of four (4) cumulative leave days

may be used for business that cannot be taken care of during the normal school day or for attendance at conferences or workshops.

17.2 The District shall have the right to reasonably inquire regarding use of sick leave. Upon return to work after an illness or disability, the teacher must complete a Leave Report Form provided by the District.

17.3 The Board and Association recognize the importance of instructional continuity to long term academic success for students. To promote this goal, teachers can submit for payment up to five (5) unused cumulative leave days at the end of the school year using the following table:

<u>DAYS USED</u>	<u>RATE</u>
0-1	\$180.00/day
2-3	\$160.00/day

Payout to be in June of each year. Teachers must carry forward a minimum of five (5) cumulative leave days into the next academic year.

*Days donated to the sick bank do not count as a use of cumulative leave days for the purposes of buyback.

17.3.1 Misuse of any leave outlined in this agreement may result in disqualification for payout as defined in 16.3.

17.4 Misuse of leave as outlined in this Article will result in loss of misused cumulative leave day(s) and pay at the employee's per diem rate.

ARTICLE 18

Bereavement Leave

- 18.1** The Board will grant all employees up to three (3) days of bereavement leave for a death that occurs within the State of Colorado and up to five (5) days when the death occurs outside of the State of Colorado. The bereavement leave is applicable for each death, where the employee is directly affected by a significant human loss.
- 18.2** In exceptional cases where extension of bereavement leave is necessary, additional days will be deducted from the employee's established cumulative leave.
- 18.3** Bereavement leave will be non-accumulating and must be taken immediately following a death or at the time of the memorial service.
- 18.4** Within 30 days upon return from Bereavement Leave, the employee will complete a form documenting the use of the Bereavement Leave. Any use of Bereavement Leave is subject to review by the Superintendent's designee.
- 18.5** Misuse of leave as outlined in this Article will result in loss of cumulative leave days, and/or pay at the employee's per diem rate.

ARTICLE 19

Sabbatical Leave

- 19.1** A teacher on sabbatical leave shall retain all non-probationary rights, scheduled salary increases granted to teachers and all other benefits granted.
- 19.1.1 Request for sabbatical leave shall be filed with the Superintendent of Schools not later than February 15, AND become effective the following August for one (1) full year. In special circumstances, requests for sabbatical leave may be less than one (1) full year, but must be submitted to the Superintendent and approved by the School Board.
- 19.1.2 The applicant shall have completed at least six (6) consecutive full years of service in the District prior to being granted a sabbatical leave and shall complete six (6) additional consecutive years to be eligible for an additional sabbatical leave.
- 19.1.3 The number of leaves granted will be determined by the Board. Such number will be at least one (1) per one hundred (100) or fraction thereof in the total unit, if the number of applicants equal or exceeds such quota.
- 19.1.4 Sabbatical leaves shall be granted only for a Board approved scholarly program, travel, education or research contributing to the District. If a teacher on sabbatical leave deviates from the Board approved program without the written permission of the Superintendent, he/she must reimburse the District for any compensation received pursuant to Section 19.1.5.
- 19.1.5 A teacher on full year sabbatical leave shall receive fifty percent (50%) of his/her regular salary at the time application for leave is approved by the Board, or fifty percent (50%) salary for one-half year leave, paid similarly.
- 19.1.6 If, in the judgment of the Board, the programs of two or more applicants are equal, then the applicant with the greatest length of service in the District shall be awarded the leave.
- 19.1.7 A teacher on sabbatical leave will be guaranteed a position upon his/her return to the District, subject to the provisions of Article 16 (Reduction in Force).

ARTICLE 20

Other Types of Leaves

20.1 Leave not covered by the previous Articles will be covered by the provisions of this Article and the conditions stated herein.

20.1.1 All leave granted under this section will be recommended by the Superintendent to the Board for approval and, if granted, all existing provisions for increase in salary will be implemented according to existing policy. Any teacher with probationary status granted a leave will have their probationary status extended for an additional year. Any teacher on any type of extended leave must notify the Personnel Office in writing by April 1 if he/she desires to return to work the following year. Return at any time from an extended leave other than that at the beginning of the school year shall be at the discretion of the Board and conditional upon the availability of a position for which the teacher is qualified.

20.1.2 Special Types of Leave

20.1.2.1 Peace Corps/Teacher Corps District teachers who join Peace Corps or Teacher Corps, subject to the above, shall be granted a leave of absence without pay, not to exceed two (2) years.

20.1.2.2 Military Leave of Absence. Military leave of absence without pay shall be granted to a permanent teacher member inducted into the Armed Services for the required length of service, according to the terms of the Selective Service and Training Act of 1940, as amended, by the Congress of the United States.

20.1.2.3 Military Training Leave. A teacher belonging to a Guard or Reserve unit will be allowed to take up to 15 calendar days per year of time off from his/her regular duties for military training. A leave not to exceed fifteen (15) calendar days per year shall be without any loss of pay provided that the teacher on such military leave shall turn over to the District payment received for such services, and no deduction shall be made from the teacher's salary because of being on military leave up to 15 calendar days.

20.1.2.4 President or Member Leave. A leave of absence shall be granted to the president of the Mapleton Education Association without pay. Such leave shall be granted up to one (1) year. If a member of the local is elected to a state or national office, that member shall be granted a leave of absence without pay up to three (3) years.

20.1.2.5 Maternity/Paternity or Adoption Leave. Teachers will be granted maternity/paternity or adoption leave up to one (1)

year without pay or increment. The teacher shall notify the Superintendent, in writing, at least 30 days prior to the date they wish to begin leave or the official date of receiving an infant child from the agency granting adoption. The Board, at its sole discretion, may grant a second year of unpaid leave upon request of the teacher.

- 20.1.2.6 The Board will make an effort following any extended leave to return the teacher as nearly as possible to the same or a comparable assignment.
- 20.1.3 Leaves may be granted up to two (2) years where a specific field of study would be beneficial to the teacher and the District. Leave granted under this section will include programs of study under the auspices of the National Science Foundation (NSF) or ESEA, or other appropriate national, state or private agency established to further the goals of public education.
- 20.1.4 Leaves of absence without pay may be granted to a teacher where the services of that teacher are required to care for an individual in the teacher's immediate family. This leave may be granted for up to one (1) year.
- 20.1.5 A leave of absence will be granted to a teacher who wins election to a public, local, state or national office. Such leave shall be extended over the period for which the individual teacher serves in that elected office. The leave will be without pay, negotiated salary increases will be granted in cases where more than one-half of a school year is completed in a regular District assignment.
- 20.1.6 Other leaves of absence without pay may be considered on their own merits and recommended to the Board under the provisions of Section 20.1.1 of this Article.
- 20.1.7 All benefits accrued by the teacher prior to being granted any unpaid leave of absence will be restored and continued at the time of return to regular duty assignment within the District.
- 20.1.8 Should an extension of time be needed for the purpose of continuing any type of leave of absence in effect, such request for an extension will be submitted in writing to the Office of the Superintendent. The Superintendent will forward such request with an appropriate recommendation to the Board for extension or rejection of the request proposed.

ARTICLE 21

Conference and Visitation Leave

- 21.1** Teachers may apply for leave to visit other schools, classrooms, industry, and attend conferences.
- 21.2** Request for a conference or a visitation will be made directly to the School Director or supervisor for appropriate action. Reasonable efforts will be made to allocate the available days among the teachers who request days taking into consideration unanticipated needs.
- 21.3** The District shall have the right to reasonably inquire regarding use of leave. Misuse of leave as outlined in this Article will result in loss of cumulative leave days, and/or pay at the employee's per diem rate.

ARTICLE 22

Jury Duty

- 22.1** Teachers who are called for jury duty shall receive full salary during the period of absence provided the teacher remits to the District an amount equal to the compensation paid to them for such court duty, except for mileage.
- 22.2** The District shall have the right to reasonably inquire regarding use of leave. Misuse of leave as outlined in this Article will result in loss of cumulative leave days, and/or pay at the employee's per diem rate.

ARTICLE 23

Salaries and Benefits

23.1 Salaries

The Board and the Association believe that high quality teachers are critical to the success of our students. To that end, we agree that a competitive compensation system supports the work of the District and values the contributions of professionals in our system. We agree to annually review the Teacher Salary Schedule during negotiations, to ensure it is helping to recruit and retain effective student-focused staff. The annual review will include metro area salary schedule comparisons, COLA, and inflation.

For the 2020-2021 school year, the Board and the Association agree that current licensed employees will move one vertical step. Horizontal movement between educational lanes will be implemented for teachers who have submitted appropriate documentation.

23.1.1 The salaries for all full-time and part-time licensed teachers, librarians, nurses, counselors, speech/language specialists, psychologists, social workers and other special services personnel shall be determined by their placement in the teachers' salary schedule attached as Appendix I.

23.1.2 A part-time teacher, librarian, nurse, counselor, speech/language specialist, psychologist, social worker or special services provider will receive the same salary and benefits as stated in this Article on a pro-rated basis.

23.1.3 The District will direct deposit payroll on a twice-per-month basis. Normal pay dates will be on the 15th and last day of each month. If a payday falls on a Saturday, a Sunday or a holiday, payroll will be distributed on the last scheduled business day prior to the normal pay date. Employees will have access to a secure paperless paycheck/advice detail and leave balance.

23.1.4 Effective August 16 of each year, teachers will move one vertical step if agreed upon through Negotiations.

23.1.5 Transitional Retirement Option

Eligible teachers may serve the District for one school year beyond their retirement date by participating in the Transitional Retirement Option. In order to be eligible a teacher must be:

1. Eligible for retirement under PERA rules.
2. Currently employed by the District in a minimum .5 FTE assignment.
3. In at least their second year of service to the District.

4. In good standing; not currently involved in dismissal procedures or Intensive Assistance as outlined in the Educator Effectiveness Handbook.

Conditions for Transitional Retirement

1. The employee will elect to take PERA retirement but will work for Mapleton School District as an employee for the next contract year immediately following the date of retirement.
2. The required break in service shall occur in a month with no student contact days. Exceptional circumstances may be considered by the Superintendent or Superintendent's Designee.
3. During the transitional year the employee will be placed in the salary range commensurate with placement had the employee not elected retirement.
4. Every effort will be made to return the employee to his/her current position.
5. Participation in the Transitional Retirement Option is for salary only payment (excluding benefits).
6. Participants will be eligible for ten (10) sick leave days.
7. Any teachers on the Transitional Retirement Option plan are excluded from the Collective Bargaining Agreement.

23.1.6 Any teacher whose total score falls in the unsatisfactory range on their summative professional practices evaluation is not eligible for any salary increase. It is the intent of the parties that this article shall not result in a reduction of a teacher's salary. When the teacher achieves a rating above unsatisfactory, the teacher's salary will be recalculated to reflect any negotiated increase. The increase shall be effective at the next pay period following such successful completion.

23.2 Credit Hours

23.2.1 General Guidelines

- 23.2.1.1 Official transcripts for horizontal movement between educational lanes must be submitted by August 15.
- 23.2.1.2 A passing grade in each course must be achieved in order for it to be counted.
- 23.2.1.3 A duplicated course, either by title or content will not be counted, unless by prior approval.

23.2.2 Qualifications for acceptable course work for horizontal movement

between educational lanes will include semester hours of college or university credit earned in one of the items listed below since obtaining the bachelor's degree and initial teacher certification.

- 23.2.2.1 Graduate hours obtained in teaching major or minors.
 - 23.2.2.2 Education courses which carry graduate credit. If the education course is unrelated to the current teaching assignment, a written request for approval must be submitted prior to enrollment in the course.
 - 23.2.2.3 Graduate courses directed toward an advanced degree in education or graduate courses directed toward a different endorsement area.
 - 23.2.2.4 Undergraduate hours in 1, 2, or 3 above, with prior approval of the Superintendent's designee.
 - 23.2.2.5 Unpaid District No. 1 sponsored in-service courses taken during other than the workday.
 - 23.2.2.6 Unpaid in-services sponsored by any school district taken during other than the work day and directly related to the teacher's specific teaching assignment if approved in advance by the Superintendent or his/her designee.
 - 23.2.2.7 Courses accepted by the Colorado Department of Education for recertification.
- 23.2.3 Employee's proof to the District of acceptable course work for horizontal movement between educational lanes.
- 23.2.3.1 The employee must provide the Personnel Office with an official college transcript before credit can apply. In lieu of this, a District No. 1 "Intent Form" or official grade report may be used until transcripts can be secured. The transcript should include course number, title, student's grade, and level of classification. The level referred to as "graduate credit" can be awarded only by an institution empowered to issue graduate degrees. If a "graduate" level course is offered under joint sponsorship of an undergraduate degree institution, the transcript from the graduate degree granting institution must be submitted to validate the credit for Educational Range advancement.
 - 23.2.3.2 The employee bears the cost associated with securing documentation for completed college credit.

23.3 Experience Credit

- 23.3.1 Credit will be given for teaching experience outside this District. When determining salary, incoming teachers shall not receive a salary greater than an in-district teacher with commensurate experience and education.
- 23.3.2 When a particular teaching position carries with it the requirement of outside experience of working in that particular field (i.e., for certain vocational positions), such experience shall be computed on the same basis as outside teaching experience. For purposes of figuring, 2,000 hours shall be considered as one year of work experience. Written proof of such outside work experience shall be required from the employer. Only experience in excess of the number of hours required shall be credited for placement in the salary ranges.

23.4 Leadership Team

- 23.4.1 As per board policy, each school will participate in collaborative decision making. Leadership teams will be made up of the Directors and all certified staff in the school. The full leadership team in each school can adjust the composition of the team as needed. Extra compensation for additional duties shall be provided when such duties and responsibilities are in addition to a contractual workday. Compensation may be defined as hourly rate based on beginning BA range, release time, or salary advancement credit. The District and the Association will continue to seek creative compensation options.

23.5 Co-Curricular Activities

Memorandum of Agreement 2019-2020

During the 2019-2020 school year, the MEA and District Administration agree to form a task force composed of all stakeholder groups to study all co-curricular schedules and make recommendations to the negotiations team for the spring 2020 bargaining session.

Memorandum of Agreement 2020-2021

The MEA and District administration mutually agree to continue bargaining co-curricular salaries including Appendices II, III and IV and contract language issues.

- 23.5.1 The salaries for all coaches and co-curricular teachers shall be determined by their placement on the co-curricular salary schedule attached as Appendix II. Beginning with the 2015-2016 school year, the co-curricular salary schedules will increase each year by the lowest agreed upon percentage increase to teacher salaries. For 2019-2020, all co-curricular schedules shall increase by 4.91%.
- 23.5.2 Effective August 16 of each year, coaching and co-curricular teachers will move to the next higher experience step for their given sport or activity.

23.5.3 Salaries paid to teachers on the Appendix II co-curricular salary schedule for coaches will be paid at the second pay period closest to the middle and end of the season for which they are coaching.

Teachers on Appendix III and Appendix IV co-curricular salary schedules, will be paid at the second pay date of November and the second pay date of May.

23.5.4 Co-curricular vacancies for the ensuing school year will be posted by May 1. Co-curricular vacancies, which occur during the year will be posted within 10 days of when they occur or become known. The best-qualified individual will be selected with preference in filling co-curricular/coaching vacancies and will be done in the following order:

- a. In-building licensed staff.
- b. Out of building certified staff.
- c. Staff in possession of a letter of authorization from the Colorado Department of Education.

23.5.5 Co-curricular staff, through his or her School Director and school co-curricular committee, shall have input into the development of the co-curricular budget. Co-curricular staff will have the right to recommend changes and priorities in the allocation of funds in the co-curricular budget prior to final adoption. Refer to the co-curricular activities information and application packet for additional information located on the district website/staff.

23.5.6 New district co-curricular positions may be considered by submission of application. Application will be in writing and contain rationale, length of program in weeks and all other pertinent information. The disposition of the application will be determined by the Executive Director of Learning Services, subject to program approval by the Board.

23.5.7 After initial placement on a co-curricular salary schedule, sponsors will move to the next salary step each year they continue to sponsor the activity. The initial placement will be as close as possible to what they had been earning without losing money (or salary).

23.6 Insurance

23.6.1 Health Insurance. Effective June 1, 2019, the Board will contribute \$420.00 toward the cost of insurance premiums for the employee; or \$620.00 for the cost of insurance premiums for Employee + Spouse or Employee + Child(ren); or \$820.00 for the cost of insurance premiums for Family. The employee shall pay the balance of the cost for the insurance plan selected.

23.6.2 Life Insurance. The Board will provide \$2,000.00 life insurance coverage for each teacher for each \$1,000.00 of salary, based on the Salary Schedule in force.

- 23.6.3 Dental Insurance. The Board will contribute for each teacher the full monthly individual cost for dental insurance up to a maximum of \$24.00 per month.
- 23.6.4 Employee Assistance Program. The Board will contribute for each teacher the full monthly individual cost for employee assistance programs up to a maximum of \$20 per year.

23.7 Annual Review

Health, Life, Vision and Dental Insurance Plans will be reviewed (on an on-going basis) by a Joint Insurance Committee. If at any time it is determined that new bids would be advisable, the Committee may seek such bids. They will make recommendations to the Board and the Association regarding insurance coverage for teachers. The committee will meet at other times upon the request of the Association or the Board. The Insurance Committee will be comprised of equal representation of all stakeholder groups, including three (3) teachers appointed by the Association.

Using the following schedule, a teacher, at the time of his/her retirement, may choose to continue to participate in a District health plan at his/her own expense:

- 2019 – 2022 retirees may participate for 3 years, including their transition year if applicable;
- 2023 retirees may participate for 2 years, including their transition year if applicable;
- 2024 retirees may participate for 1 year, which may be their transition year;
- Retirees will no longer participate in District health plans following the 2024-2025 school year.

Additional limitations on retiree participation in District offered health insurance plans:

- All currently participating retirees may participate for a maximum of three years, which included their transition year if applicable. All retirees beyond three years on a District health plan will be removed following the 2018-2019 school year.
- As of January 1, 2019, retirees who are eligible for Medicare health benefits will no longer be eligible for participation in District health plans.
- All participation of retirees in District offered health plans will end if/when a significant expenditure from the District or its employees is required in order to continue to allow such participation.

Retired teachers are responsible for submitting monthly payments to the District Finance Office on or before the dates indicated on the official payment schedule.

Retirees transitioning off of District insurance will be eligible for COBRA benefits as required by applicable law.

23.8 Mileage Reimbursement

- 23.8.1 The District will reimburse teachers, whose district or school assignments require travel. The amount of reimbursement shall be based on a yearly plan of required travel. The mileage rate will be based on the Federal

government rate as of September 1 each year. Reimbursement will be paid on December 10 and May 25 of each year.

23.9 Hard-to-fill Positions

23.9.1 Each year, hard-to-fill teaching positions will be identified, and stipend amounts will be determined in Professional Council.

ARTICLE 24

Management Rights

- 24.1** Unless otherwise expressly agreed to in this Agreement, the Board retains all inherent managerial rights to operate the schools and carry out its functions, duties, obligations and rights as delegated to it by law or administrative rule or regulation of the State Department or any other rule or regulation having the impact of law.

ARTICLE 25

Duration of Agreement

- 25.1** The Agreement between the Board and the Association will be effective from July 1, 2020 through June 30, 2023. If neither party notifies the other in writing prior to April 1 of any year that this agreement will not be extended, it shall be deemed that the parties have extended this agreement for one year from the termination date set forth above, or from the revised termination date if previously extended.
- 25.2** The Association or the Board may give notice to the other party within the period January 1 to January 15 of each year of this contract of its desire to negotiate changes in the existing contract for a subsequent year, and the Board agrees to meet with the Association for the purpose of such negotiations within 90 days after being notified. Issues for negotiations shall consist of (1) salaries and benefits (2) up to 2 issues brought by the Association (3) up to 2 issues brought by the Board and (4) issue(s) mutually agreed upon prior to negotiations.
- 25.3** In the event any group other than the bargaining agent named in this Agreement desires to serve as bargaining agent, that group, after September 1 of the last year of this contract, may circulate a petition to obtain signatures stating such request. In the event that signatures of at least sixty percent (60%) of those within the bargaining unit are obtained, said petition shall be served on the Board prior to September 30 of the last year of this contract.
- 25.4** No election of the bargaining agent may occur after November 1 of the last year of this contract.
- 25.5** If no new bargaining agent is chosen, the Board will certify the Association as the exclusive bargaining agent for all teachers in the unit and shall negotiate a successor agreement.

APPENDIX I

Teacher Salary Schedule 2020-2021 SCHOOL YEAR

BA	BA20	MA	MA20	MA40	MA60/DOC
45450	47275	49170	51325	53640	55900
45450	47275	49170	51325	53640	55900
45900	47750	49660	52000	54600	57000
47277	49183	51150	53560	56238	58710
48695	50658	52684	55167	57925	60471
50156	52178	54265	56822	59663	62285
51661	53743	55893	58526	61453	64154
53211	55355	57570	60282	63296	66079
54807	57016	59297	62091	65195	68061
56451	58726	61076	63953	67151	70103
58145	60488	62908	65872	69166	72206
59889	62303	64795	67848	71241	74372
	64172	66739	69884	73378	76603
	66097	68741	71980	75579	78901
	68080	70803	74140	77847	81268
	70122	72927	76364	80182	83706
	72226	75115	78655	82587	86218
	74393	77369	81014	85065	88804
	76625	79690	83445	87617	91468
		82080	85948	90245	94212
		84543	88527	92953	97039
		87079	91182	95741	99950
			93918	98614	102948
			96735	101572	

The top three shaded rows above the double line are considered new-to-career probationary level salaries.

For the 2020-21 year only, licensed staff in the cell immediately above the darker shade in columns at the end of the BA, BA20, MA20, and MA40 ranges will step into that cell, those already in the darker shaded cell will step into the lighter shaded cell at the bottom. Thereafter there will be no vertical or horizontal movement from one shaded cell to another or any movement into a shaded cell with the exception of MA20 to MA40 horizontal movement for educational advancement. Shaded cells will be removed when no licensed staff remain in the cell.

Salary Ranges are based on degrees conferred and semester hours of university credit.

APPENDIX II CO-CURRICULAR SALARY SCHEDULE

District Level Assignments 2019-2020 SCHOOL YEAR

STEP / CAT	1	2	3	4	5	6	7	8	9	10
1	\$3,095	\$2,655	\$2,433	\$2,212	\$2,167	\$1,991	\$1,858	\$1,705	\$1,550	\$1,391
2	\$3,283	\$2,812	\$2,580	\$2,347	\$2,303	\$2,110	\$1,971	\$1,807	\$1,645	\$1,478
3	\$3,481	\$2,980	\$2,736	\$2,486	\$2,434	\$2,237	\$2,087	\$1,915	\$1,740	\$1,562
4	\$3,690	\$3,158	\$2,896	\$2,636	\$2,581	\$2,370	\$2,213	\$2,029	\$1,842	\$1,658
5	\$3,908	\$3,351	\$3,071	\$2,790	\$2,741	\$2,514	\$2,347	\$2,149	\$1,956	\$1,756
6	\$4,144	\$3,553	\$3,260	\$2,963	\$2,898	\$2,665	\$2,487	\$2,277	\$2,075	\$1,865
7	\$4,394	\$3,760	\$3,453	\$3,135	\$3,073	\$2,826	\$2,637	\$2,415	\$2,216	\$1,978
8	\$4,655	\$3,991	\$3,656	\$3,326	\$3,264	\$2,993	\$2,790	\$2,561	\$2,328	\$2,094
9	\$4,932	\$4,231	\$3,880	\$3,528	\$3,456	\$3,171	\$2,965	\$2,713	\$2,465	\$2,218
10	\$5,232	\$4,488	\$4,109	\$3,737	\$3,658	\$3,362	\$3,139	\$2,879	\$2,615	\$2,356

CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
High School Football Boys Basketball Girls Basketball 9th Gr. Class Sponsor 10th Gr. Class Sponsor 11th Gr. Class Sponsor 12th Gr. Class Sponsor	High School Volleyball Baseball Track Wrestling Debate	High School Boys Soccer Girls Soccer Softball Boys Swimming Girls Swimming	High School Boys Tennis Girls Tennis Golf Cross Country	High School Asst. Football Asst. Boys Basketball Asst. Girls Basketball

CATEGORY 6	CATEGORY 7	CATEGORY 8	CATEGORY 9	CATEGORY 10
High School Cheerleading Yearbook Weights/Conditioning SOS Coordinator	High School Asst. Volleyball Asst. Wrestling Asst. Track Asst. Baseball	High School Asst. Boys Soccer Asst. Girls Soccer Asst. Softball Asst. Boys Swimming Asst. Girls Swimming Knowledge Bowl	High School Asst. Boys Tennis Asst. Girls Tennis Asst. Cross Country Asst. Golf National Honor Society Asst. SOS Coordinator Middle Level Football Volleyball Boys Basketball Girls Basketball Wrestling Boys Soccer Girls Soccer Track Jr. National Honor Society	High School Asst. Cheerleading Middle Level Assistant Coaches

Salaries paid to teachers on the Appendix II Co-curricular salary schedule for coaches will be paid at the second pay period closest to the middle and end of the season for which they are coaching.

APPENDIX III CO-CURRICULAR SALARY SCHEDULE

School Level Assignments 2019-2020 School Year

Category:	1	2	3	4
	30-55 Hrs.	55-80 Hrs.	80-105 Hrs.	105 Hrs. +
1	\$688	\$1,103	\$1,517	\$1,930
2	\$724	\$1,138	\$1,552	\$1,966
3	\$758	\$1,172	\$1,587	\$1,999
4	\$793	\$1,210	\$1,620	\$2,035
5	\$827	\$1,240	\$1,657	\$2,067
6	\$862	\$1,276	\$1,688	\$2,103
7	\$897	\$1,308	\$1,724	\$2,136
8	\$930	\$1,344	\$1,756	\$2,172
9	\$963	\$1,379	\$1,793	\$2,206
10	\$1,002	\$1,412	\$1,828	\$2,241

Teachers on Appendix III and Appendix IV Co-curricular salary schedules will be paid on the second pay date of November and the second pay date of May.

SAMPLE allocations for year 2019-2020.

Numbers of clubs may change due to enrollment at Middle and High Schools.

School	Grades	Level 1 30-55 Hrs.	Level 2 55-80 Hrs.	Level 3 80-105 Hrs.	Level 4 105 & Up Hrs.
Achieve Academy	6, 7, 8	1	1		
Adventure Elementary	6	1			
Clayton Partnership	6, 7, 8	1	1		
Explore Elementary	6	1			
Meadow Community	6, 7, 8	1	1		
Monterey Community	6, 7, 8	1	1		
Valley View Elementary	6, 7, 8	1	1		
Welby Montessori	6	1			
Academy High School	9, 10, 11, 12	2	2	1	1
Mapleton Early College	9, 10, 11, 12	1	1	1	1
MESA	7, 8, 9, 10, 11, 12	2	2	2	1
Global Campus	6, 7, 8, 9, 10, 11, 12	2	2	2	1
York International	6, 7, 8, 9, 10, 11, 12	2	2	2	1
North Valley Young Adult School	12+	1	1		

Club allocations will be made using a per pupil calculation at each school and the number of middle level and high school level grades

APPENDIX IV CO-CURRICULAR SALARY SCHEDULE

PERFORMING ARTS 2019-2020 SCHOOL YEAR

CATEGORY	1	2	3	4	5	6	7	8	9	10
HOURS:	1-10	11-20	21-30	31-40	41-50	51-60	61-70	71-80	81-90	91 +
STEP										
1	\$181	\$363	\$543	\$726	\$907	\$1,092	\$1,274	\$1,457	\$1,633	\$1,817
2	\$191	\$376	\$569	\$758	\$947	\$1,136	\$1,323	\$1,507	\$1,693	\$1,888
3	\$198	\$392	\$591	\$788	\$982	\$1,180	\$1,374	\$1,570	\$1,765	\$1,970
4	\$204	\$411	\$613	\$817	\$1,024	\$1,224	\$1,431	\$1,633	\$1,841	\$2,045
5	\$214	\$425	\$637	\$852	\$1,059	\$1,277	\$1,490	\$1,702	\$1,913	\$2,127
6	\$222	\$442	\$658	\$887	\$1,109	\$1,325	\$1,547	\$1,765	\$1,986	\$2,208
7	\$232	\$456	\$692	\$920	\$1,147	\$1,378	\$1,608	\$1,840	\$2,072	\$2,303
8	\$239	\$482	\$717	\$954	\$1,195	\$1,435	\$1,670	\$1,913	\$2,072	\$2,392
9	\$249	\$502	\$748	\$993	\$1,242	\$1,494	\$1,743	\$1,986	\$2,238	\$2,488
10	\$259	\$515	\$776	\$1,034	\$1,292	\$1,551	\$1,812	\$2,072	\$2,328	\$2,586

Teachers on Appendix III and Appendix IV Co-curricular salary schedules will be paid on the second pay date of November and the second pay date of May.