

AGREEMENT
BETWEEN THE
MAPLETON EDUCATION
ASSOCIATION
AND THE



BOARD OF EDUCATION

JULY 1, 2011 – JUNE 30, 2012

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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:

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ARTICLE 1

Recognition

- 1.1 The Adams County, School District One, Board of Education recognizes the Mapleton Education Association as the exclusive and sole representative bargaining agent for all full-time and part-time certified/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 certified/licensed personnel.

ARTICLE 2

Definitions

- 2.1 The terms "all full-time and part-time certified/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 One (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 One (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 September. Such authorization forms shall remain in effect during the employment of the member. Deduction will be made in equal installments for each pay period from the second check in September through the next succeeding August 31st.
- 3.1.3 Any member may revoke his or her dues deduction authorization for the following year at any time prior to September 1, by completing the revocation form. The Association will forward a copy of this form to the School District's payroll department prior to September 1.
- 3.1.4 Monthly deduction of dues will begin with the second check in September; however, upon determination by the Mapleton Education Association, any person joining UTP for the first time after September 1 of each school year as an active member of the corporation may be enrolled in full standing for the remainder of the membership year (September 1 - August 31) by paying the amount of annual dues which is commensurate with the remaining portion of the membership 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 save 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 disposition of the funds so deducted once they have been turned over to the Treasurer of the Association.

3.2 Association Leave

- 3.2.1 The Board shall grant leave days to the Association for the purpose of carrying out the goals, objectives and activities of the Association in the following manner:

Twenty (20) days will be paid by the Board as directed by the Superintendent.

Twenty (20) days will be charged to the Association, at the substitute pay rate.

Additional unlimited days will be granted provided they are mutually agreed upon by the Association President and the Superintendent. The party requesting the additional day(s) will be responsible for costs incurred.

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 from their regular assignment at any one time under this section.

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 Negotiations

- 5.1.1 The Board, through its designated representative, 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 present relevant data, exchange all points of view, make proposals and counter proposals, and to sign an agreement or to effectively recommend acceptance of an agreement.
- 5.1.2 Written requests for negotiations between the Board and the Association may be submitted on any subject or matter which either party deems important to the welfare of the teachers and/or School District.
- 5.1.3 Negotiations shall occur only at times and dates agreeable to both parties and those times shall be outside the work day, unless otherwise mutually agreed to. The date and hour of each meeting after the first meeting shall be established at the previous meeting. Periods of negotiation shall not exceed three (3) hours each, except where mutually agreed to by both teams. The place of negotiations shall be the District Administrative Offices or other mutually agreed location.
- 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 The Association and/or the Board shall offer a complete proposal at the first meeting, with whatever explanation is necessary. The Board and/or the Association may seek information regarding that proposal and ask questions.
- 5.2.2 Negotiations shall proceed numerically as mutually agreed upon by the Association and the Board.
- 5.2.3 All original proposals shall be presented in writing. Counter proposals may be in writing or presented orally. Oral proposals shall be reduced to writing upon request of the other party. Neither party may be compelled to change its position or to make a concession.
- 5.2.4 Both parties will make available any pertinent information necessary for the other party to understand its proposals or counterproposals. 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.
- 5.2.5 Upon reaching a tentative agreement on any item, both sides will initial and date that agreement and copies will be furnished to both teams.
- 5.2.6 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.
- 5.2.7 Negotiations shall be conducted in closed sessions unless both parties agree otherwise.

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 twenty (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 twenty (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 thirty (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 fifteen (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 fifteen (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

6.1 Teacher Work Year

- 6.1.1 The teacher work year for 2011-2012 shall be as follows:
Not to exceed 1450* hours

15 hours of the 1450 hours shall not be pupil teacher contact days, and shall be free from any District and School meetings. Teachers shall receive one hundred eighty-sixth (1/186) of their regular salary for each extra day worked.

6.2 Teacher Work Day

- 6.2.1 Each School shall design their yearly workday schedule to comply with the work year hours. Each workday shall include a duty-free lunch period of at least forty consecutive minutes. A school site may reduce their duty-free lunch period to thirty consecutive minutes by agreeing to do so by all teachers at that site.

- 6.2.2 School Plan Time (K - 12)
In consideration of each school's unique needs and schedule, each school will determine its need for appropriate time for teacher/team time during the teacher workday.

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

For the 2011-12 school year, Article 6.2.4 and all sub-articles under 6.2.4 shall be suspended. Refer to the Memo of Understanding after Article 6.

- 6.2.4 Teachers shall not be required to substitute for another teacher's teaching assignment except in case of emergency. If an emergency does arise, the School Director will make every effort to obtain a substitute teacher. Each school will decide how to fairly and equitably cover teaching assignments in an emergency situation using a collaborative process. The teacher will be compensated at his/her option according to the following:

- 6.2.4.1 Payment of hourly rate based on BA, Step 1 on the salary schedule for the current year.
- 6.2.4.2 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.
- 6.2.4.3 Pro-rata compensation based on the following formula:
Lowest substitute pay divided by the number of sections by which the class is divided for each teacher per portion
Of the day.

For example: Sub pay of \$120/3 sections (eight students in each group) = \$40 per teacher for a full day.

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

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

6.3 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 Non-Teaching Duties

6.8.1 The Board and the Association recognize that a teacher's professional and primary responsibility and obligation is to teach. Therefore, non-teaching duties shall be kept to a minimum.

6.8.2 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 interests 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. To that end, we commit to:

1. Require all sites to utilize a collaborative, representative leadership team (pursuant to Article 22.4.1) by September 15 of each year to make all decisions about issues that impact staff time beyond the contractual workday.
2. Require staff to equitably distribute and share additional duties and responsibilities so that they are manageable for all.
3. Use Professional Council to:
 - 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 Teachers will be given the opportunity to indicate in writing their preference 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 by May 1. 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 All observations of a teacher will be conducted in an open and professional manner and with full knowledge of the teacher.

6.11.3 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. Schools will use the process and procedures from the Professional Evaluation Handbook.

6.11.4 If the School Director or supervisor 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 School Director or supervisor will assist the teacher to overcome any identified areas of weakness or deficiency.

6.11.5 Teachers will normally be given a copy of all evaluations within five (5) days after such evaluation is made. A conference between the School Director, supervisor, 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 it being forwarded to the District Administration Office.

6.11.6 Teacher signature on all evaluation forms will indicate that the teacher has read the form and will not waive the teacher's rights.

6.11.7 The teacher member of the District evaluation committee shall be nominated by the Association and approved by the Superintendent.

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 thirty (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.

6.14 Teacher Exchange Transfer

- 6.14.1 The Board and the Association agree that teachers may avail themselves of professional growth opportunities by participating in exchange transfers in the Mapleton Public Schools.
 - 6.14.1.1 Teachers who are interested in exchange transfer teacher positions in the Mapleton Public Schools may submit a formal application to the Superintendent's Designee on or before March 1.
 - 6.14.1.2 An exchange transfer list of interested teachers will be published and posted in each school on or before March 15.
 - 6.14.1.3 Any teacher may examine the exchange transfer lists. If, upon examination, a teacher is interested in a posted exchange, notice shall be given to the Superintendent's Designee and all affected parties indicating, 1) the name of the teacher and 2) the position with which the teacher wishes to exchange. Such notice must be received by the

Superintendent's Designee by March 20.

- 6.14.1.4 All affected parties shall be provided the opportunity for input concerning the proposed exchange transfer to the Superintendent's Designee or his designee within five (5) days after receipt of notice of the proposed exchange transfer.
- 6.14.1.5 The exchange transfer is limited to full-time, non-probationary certified/licensed teachers.
- 6.14.1.6 Teachers approved for exchange transfer will be considered as a part of the faculty of the school from which they came in the event of reduction of faculty.
- 6.14.1.7 Term of exchange transfer:
 - 6.14.1.7.1 Exchange transfer shall be for one semester or two (2) consecutive semesters, as agreed by the parties.
 - 6.14.1.7.2 Requests for permanent extension of the exchange transfer for the same assignment may be made by reapplying, in accordance with this Section. Upon approval both teachers shall be considered permanent members of the staffs to which they are transferring.
- 6.14.1.8 All affected parties (both School Directors and teachers) must agree for the exchange to become effective.

6.15 Required Physical Examinations

- 6.15.1 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.

6.16 Choices for Learning Schools

Mapleton Public Schools and the Mapleton Education Association believe that in order to foster education reform and increase student performance innovative 'Choices for Learning Schools' within the Mapleton Public School system should be established.

The District and the MEA believe that the governance and operating decisions of each school shall be the responsibility of the employees assigned to that school using a collaborative joint decision-making model within the parameters established by the district and school's strategic plan, board policy, state and federal law.

We recognize that in "Choices for Learning Schools" 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. Hours required for training or professional development to accommodate these modifications will be published. These training and professional development hours may be outside the established teacher time of 1450 hours. If the training or professional development hours are outside the 1450 established hours for teachers, these hours shall be compensated based on hours required multiplied by the rate defined in Article 10.2 in the Negotiated Agreement. Payment will be made promptly following district claim for payment procedures. Training and professional development requirements will be determined collaboratively by the school district and school model partners.

MEMO OF UNDERSTANDING

This Memorandum of Understanding (MOU) is intended to suspend 6.2.4 for the 2011-2012 school year only. The intent of this MOU is to reduce the number of days covered by substitute teachers and instead cover them by school personnel. For the 2011-2012 school year only this coverage will not be compensated according to 6.2.4.

Each school shall be allocated a pre-determined number of monthly substitute days based on a per teacher formula. Some absences shall be excluded from the teacher allocation formula. These absences shall include but are not limited to:

- Long term leaves
- Jury duty
- Bereavement leave (days 2-5 of leave)
- Sick bank
- Substitutes covered by other funding sources (professional development, MEA meetings, etc.)

Each school shall determine their substitute coverage plan for days that exceed the school monthly allotment.

ARTICLE 7

Transfers and Vacancies

- 7.1 The Board and the Association agree that teachers be given consideration regarding their preference in assignment.
- 7.2 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.

7.2.1 Voluntary Transfers

7.2.1.1 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 April 1 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.

7.2.1.2 The following criteria will be used when filling positions:

1. Program needs
2. Qualifications
3. Length of Service; teachers will be considered on the basis of greatest length of service in the district, department, grade level or team.

7.2.1.2.1 Experience - Teachers will be considered on the basis of greatest length of service.

- (1) District
- (2) School
- (3) Department, Grade Level or Team

7.2.2 Involuntary Transfers

- 7.2.2.1 An administrative or involuntary transfer may be necessary for the following reasons:
 - 7.2.2.1.1 A reduction in student body enrollment within the District, a School, Department, Grade Level or Team.
 - 7.2.2.1.2 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.
 - 7.2.2.1.3 Changes in a program
 - 7.2.2.1.4 School closure or merger
 - 7.2.2.1.4.1 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.
 - 7.2.2.1.4.2 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.
 - 7.2.2.1.4.3 Non-Probationary teachers not assigned as a result of this process will be reassigned in accordance with the involuntary transfer provisions of Section 7.3.1.2 of this Article.
- 7.2.2.2 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.)

7.2.2.3 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.

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

7.2.2.4 Procedure for transferring teachers in-voluntarily for educationally sound reasons

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

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

7.2.2.4.3 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 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.

7.3 Vacancies

- 7.3.1 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 7.3.3.
- 7.3.2 Teachers returning from leave may apply for any school vacancies posted for the school to which they were assigned when their leave commenced.
- 7.3.3 All school vacancies occurring during the school year shall be posted in each school on the Association's bulletin board for at least five (5) days as these vacancies occur. Teachers will be given the opportunity to apply for these vacancies or openings within seven (7) days of the initial posting date. Applications will be submitted to the Superintendent's Designee.
- 7.3.4 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.

- 7.3.5 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. Teachers will be given ten (10) calendar days to apply. The ten calendar days prior to the first teacher workday, 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 April 1 (7.2.1.1)
- 7.3.6 All applicants for vacancies shall be interviewed by the appropriate administrator. Each applicant shall be notified in writing of the disposition of his/her application.
- 7.3.7 The Association and Board of Education agree that collaboration in the hiring process is desirable and that every opportunity should be given to district teachers to provide their input on hiring teams for any district or school level position that directly impacts teachers or their students. 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 8 Grievance Procedure

8.1 Definitions

8.1.1 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.

8.1.2 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.

8.1.3 The term DAY shall mean school day, unless otherwise specified.

8.2 Purpose

8.2.1 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.

8.3 Procedures:

8.3.1 Level One. Within twenty (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 ten (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 fifteen (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 twenty (20) days.

8.4 General Provisions

- 8.4.1 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.
- 8.4.2 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.
- 8.4.3 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.
- 8.4.4 No grievance may be submitted to arbitration except by the Association.
- 8.4.5 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.

- 8.4.6 All documents, communications and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.
- 8.4.7 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.
- 8.4.8 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.
- 8.4.9 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.
- 8.4.10 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.
- 8.4.11 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.
- 8.4.12 After Level One, no new grievance issue may be introduced and after Level Two, no new evidence may be introduced at subsequent grievance hearings.
- 8.4.13 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 9

Academic Freedom

- 9.1 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.

- 9.2 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 should guide teachers in dealing with controversial issues.

ARTICLE 10

Curriculum Development

- 10.1 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.
- 10.2 Release time or payment of the hourly rate will be based on BA, Step 1 on the salary schedule 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.

- 10.3 New programs approved by the Board may be preceded by inservice education of teachers as provided by the Department of Learning Services. Materials and equipment to support such programs will be provided.
- 10.4 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 11

Professional Council

- 11.1 The Board and the Association recognize that they have a common responsibility beyond their collective bargaining relationship.
- 11.2 In recognition of the Association's interest and professional expertise in educational matters Professional Council will be maintained.
- 11.3 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.
- 11.4 The Professional Council shall meet at the request of the Association President or the Superintendent to discuss and study subjects of concern.
- 11.5 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.
- 11.6 The clerical expenses of the Professional Council and its subcommittees shall be shared equally by the Association and the Board.
- 11.7 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.
- 11.8 The Association and the Superintendent or designee shall prepare a mutually agreed upon agenda five days in advance of the meeting date.

ARTICLE 12

Sick Leave Bank

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

12.2 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 to personnel, the District form indicating their desire to not belong to the Sick Leave Bank. Teachers must submit the form to the personnel office prior to September 1st of each year. The decision to not participate may be reversed within seven (7) school days after September 1. 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 ten (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 to illness of members only. Leave due to pregnancy and/or after delivery will be considered per Operational Guidelines. Cases of job-connected absences are not eligible for Sick Bank use; however, they are covered by Workman'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 186 contracted days or 1450 hours. These days will be determined from each individual school calendar.

5. The first seven (7) days for first year teachers and the first fifteen (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 fifteen (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.
6. 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.
7. A maximum of ninety (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 ninety (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 ten (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 fifteen (15) days for a total of twenty-five (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 ninety (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.

8. 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 15th for the succeeding school year from a list of interested applicants submitted to the Association President.
9. Failure to comply with any of the established guidelines will result in termination of membership in the Sick Bank.

ARTICLE 13

Student Discipline

13.1 The Board recognizes that children who disrupt the school program need to learn the most about how to behave. However, behavior of students who do not respond to help and are persistent in infringing upon the rights of other students to learn, in depreciating a teacher's status and efforts, in performing or exhibiting actions which degrade or harm other students, or otherwise interfere with the operation of the school, will be discouraged.

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.

13.2 School Directors of each school shall provide for the development and maintenance of a code of student behavior for the school, which they administer. This code shall include the rules, which each School Director, with faculty consultation, deems necessary in order to provide for the good order of the school and will provide alternatives for the disruptive child. To the extent permitted by law, building discipline codes may be more inclusive than the secondary, elementary, and special education behavior standards.

13.3 The code implemented will be enforced by the School Director.

ARTICLE 14

Teacher Protection From Assaults

- 14.1 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.
- 14.2 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).
- 14.3 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 twenty (20) days. Days of absence in excess of twenty (20) days shall be charged to Cumulative Leave.
- 14.4 Administrative review decisions shall be subject to review through the Grievance Procedure.
- 14.5 Provisions of this Article shall refer to assaults by parents, students or persons not associated with the schools.

ARTICLE 15

Reduction in Force

- 15.1 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.
- 15.2 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:
- 15.2.1 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.
- 15.2.2 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.

- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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 16

Cumulative Leave

- 16.1 Absence by teachers shall be governed by the provisions of this article.
- 16.1.1 All full-time teachers shall be granted ten (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 works fewer than 1450 hours in a school year or who has less than a full-time assignment.
- 16.1.2 Unused cumulative leave may be accrued to a maximum of 150 days.
- 16.1.3 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.
- 16.1.4 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.
- 16.1.5 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.
- 16.1.6 Employees who retire from the District under favorable conditions (i.e., under conditions other than discharge or constructive discharge), after twenty (20) years of experience within the District, will be compensated at the rate of one hundred percent (100%) of the substitute teacher rate in effect on the employee's date of retirement for all unused cumulative leave.
- 16.1.7 Up to thirty (30) days of cumulative leave may be used for Maternity, Paternity or Adoption reasons. The employee must notify Human Resources when such leave begins.

16.1.8 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.

16.1.9 Cumulative leave may not be used for recreational purposes.

16.1.10 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.

16.2 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.

16.3 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 unused cumulative leave days at the end of the 2011-12 school year using the following table:

DAYS USED DURING THE 2011-12 YEAR	RATE	NUMBER OF DAYS YOU CAN SUBMIT FOR PAYMENT
0	\$150/DAY	3-5
1-3	\$120/DAY	3-5
4 OR MORE	\$ 40/DAY	3-5

Payout to be in June of each year. For members of the Sick Leave Bank, all first year teachers must maintain a minimum of seven (7) days cumulative leave and all other teachers must maintain a minimum of fifteen (15) days before buyback is permitted.

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

ARTICLE 17

Bereavement Leave

- 17.1 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 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.
- 17.2 In exceptional cases where extension of bereavement leave is necessary, additional days will be deducted from the employee's established cumulative leave.
- 17.3 Bereavement leave will be non-accumulating.
- 17.4 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 Professional Council. If the Professional Council determines that the use of bereavement Leave was used inappropriately, days used will be charged to the employee's cumulative leave days.

ARTICLE 18

Sabbatical Leave

- 18.1 A teacher on sabbatical leave shall retain all non-probationary rights, scheduled salary increases granted to teachers and all other benefits granted.
- 18.1.1 Request for sabbatical leave shall be filed with the Superintendent of Schools not later than February 15, AND become effective the following September 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.
- 18.1.2 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.
- 18.1.3 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.
- 18.1.4 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 18.1.5.
- 18.1.5 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.
- 18.1.6 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.

18.1.7 A teacher on sabbatical leave will be guaranteed a position upon his/her return to the District, subject to the provisions of Article 15 (Reduction in Force).

ARTICLE 19

Other Types of Leaves

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

19.1.1 All leave granted under this section will be recommended by the Superintendent to the Board for approval and, if granted, all existing provisions for credit on the salary schedule will be extended 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.

19.1.2 Special Types of Leave

19. 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.

19. 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.

19.1.2.3 Military Training Leave. A teacher belonging to a Guard or Reserve unit will be allowed to take up to fifteen (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 fifteen (15) calendar days.

- 19.1.2.4 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.
- 19.1.2.5 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 thirty (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.
- 19.1.2.6 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.
- 19.1.3 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.
- 19.1.4 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.
- 19.1.5 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, but advancement to the next step of the salary schedule will be granted in cases where

more than one-half of a school year is completed in a regular District assignment.

- 19.1.6 Other leaves of absence without pay may be considered on their own merits and recommended to the Board under the provisions of Section 19.1.1 of this Article.
- 19.1.7 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.
- 19.1.8 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 20
Conference and Visitation Leave

- 20.1 Teachers may apply for leave to visit other schools, classrooms, industry and attend conferences.
- 20.2 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.

ARTICLE 21
Jury Duty

21.1 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.

ARTICLE 22

Salaries and Benefits

22.1 Salaries

Steps vertical and horizontal will be implemented for the 2011-12 school year.

- 22.1.1 The salaries for all full-time and part-time certified teachers, librarians, nurses, counselors, speech/language specialist, psychologist, social workers and other special services personnel shall be determined by their placement on the teachers' salary schedule attached as Appendix I.
- 22.1.2 A part-time teacher, librarian, nurse, counselor, speech/language specialist, psychologist, social worker or special services personnel will receive the same salary and benefits as stated in this Article on a pro-rated basis.
- 22.1.3 The District will direct deposit payroll on a twice-per-month basis. Normal pay dates will be on the 15th and 31st 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. (Advice of Deposit) stubs will be distributed in sealed envelopes. Regular school year distribution (Advice of Deposit) stubs will be made by school delivery; summer (Advice of Deposit) stubs will be delivered by first class mail to an address provided by the teacher.
- 22.1.4 Effective September 1 of each year, teachers on Step 0 through Step 18 will move to the next higher experience step if agreed upon through Negotiations.
- 22.1.5 Transitional Retirement Option
- Eligibility:
1. Currently employed by the district performing a service each workday or be in pay status using temporary leave.
 2. Complete a full contract year for the number of days as specified in the current Master agreement for a minimum of four (4) hours each day.
 3. Any certified employee who is discharged pursuant to the

Teacher Employment, Compensation, and Dismissal Act of 1990 will not receive the retirement incentives. Any classified employee who is discharged will not receive the retirement incentives.

4. An employee can participate only once in any retirement plan.
5. Any employee who is eligible for the Public Employee's Retirement Association (PERA) retirement income will be eligible for the Transitional Retirement Option from the Mapleton School District.

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. During the transitional year the employee will be placed on the salary schedule commensurate with placement had the employee not elected retirement.
3. Every effort will be made to return the employee to his/her current position.
4. Participation in the Transitional Retirement Option is for salary only payment. (Excluding benefits)
5. Participants will be eligible for ten (10) sick leave days.
6. Any teachers on the Transitional Retirement Option plan are excluded from the Collective Bargaining Agreement.

22.1 .6 Any teacher who receives an unsatisfactory evaluation and is placed on a Level III Remediation Plan 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 successfully completes the Remediation Plan, the teacher will be placed on the appropriate step, effective at the next pay period following such successful completion.

22.2 Credit Hours

22.2.1 General Guidelines

22.2.1.1 The cut-off date for submitting transcripts or Intent Forms for horizontal movement on the salary scale will be March 1. If salary advancement increments are agreed upon through negotiations, official transcripts must be submitted by September 1 in order for the hours to be counted in determining changes in the position on the salary scale. Only one horizontal move per academic year will be allowed.

22.2.1.1.1 For the 2011-12 school year only, cut-off dates for submitting transcripts or Intent Forms for horizontal movement on the Salary Scale will be September 1.

22.2.1.2 A letter grade of "B" or better in the course must be achieved in order for it to be counted. In courses in which letter grades are not given, a "pass or satisfactory" grade for the course must be obtained in order for it to be counted.

22.2.1.3 A duplicated course, either by title or content will not be counted, unless by prior approval.

22.2.1.4 Only those BA or MA hours recognized at the time of initial employment placement will be counted toward any horizontal movement.

22.2.2 Qualifications for acceptable Course Work for Salary Schedule Advancement include quarter hours of college or university credit earned in one of the items listed below since obtaining the bachelor's degree and initial teacher certification qualify for Salary Schedule Advancement.

22.2.2.1 Graduate hours obtained in teaching major or minors.

22.2.2.2 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.

- 22.2.2.3 Graduate courses directed toward an advanced degree in education or graduate courses directed toward a different endorsement area.
 - 22.2.2.4 Undergraduate hours in 1, 2, or 3 above, with prior approval of the Superintendent's designee.
 - 22.2.2.5 Unpaid District No. 1 sponsored inservice courses taken during other than the workday.
 - 22.2.2.6 Unpaid inservices 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.
 - 22.2.2.7 Undergraduate courses in computer/computer literacy shall qualify for salary schedule advancement if in conformance with the provisions of this Article, including Section 22.2.1.3
 - 22.2.2.8 Courses accepted by the Colorado Department of Education for recertification.
- 22.2.3 Employee's Proof to the District of Acceptable Course Work for Salary Schedule Advancement.
- 22.2.3.1 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 salary advancement.
 - 22.2.3.2 The employee bears the cost associated with securing documentation for completed college credit.

22.3 Experience Credit

22.3.1 Credit will be given for each year of teaching experience outside this District when determining the position in which new employees will be placed on the salary scale. Starting in school year 2007-2008, the district will grant up to (10) years of experience credit.

22.3.2 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 for a vocational credential shall be credited for placement on the salary scale.

22.4 Instructional and Department Chairperson

22.4.1 As per board policy, each school will participate in a joint decision making process involving an identified leadership team. 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 BA Step 1, release time, or salary advancement credit. The District and the Association will continue to seek creative compensation options.

22.5 Co-Curricular Activities

22.5.1 The salaries for all coaching and co-curricular teachers shall be determined by their placement on the co-curricular salary schedule attached as appendix II.

22.5.2 Effective September 1 of each year, coaching and co-curricular teachers will move to the next higher experience step for their given sport or activity.

- 22.5.3 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.
- 22.5.4 Co-curricular vacancies for the ensuing school year will be posted by May 1st. Co-curricular vacancies, which occur during the year will be posted within ten (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 certified staff.
 - b. Out of building certified staff.
 - c. Staff in possession of a letter of authorization from the Colorado Department of Education.
- 22.5.5 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.
- 22.5.6 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.
- 22.5.7 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).

22.6 Insurance

- 22.6.1 Health Insurance. Effective July 1, 2011, the Board will contribute \$387.47 toward the cost of health insurance for the employee. The employee shall pay the balance of the cost for the insurance plan selected.
- 22.6.2 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.
- 22.6.3 Dental Insurance. The Board will contribute for each teacher the full monthly individual cost for dental insurance up to a maximum of \$23.76 per month.
- 22.6.4 Vision Care. The Board will contribute up to \$60.00 on a bi-annual basis for glasses for those individuals not already covered under an existing plan. (i.e. a district insurance plan other than Kaiser). Reimbursement will be made when a verifiable expense is submitted to payroll by the 10th or 25th of each month.
- 22.6.5 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.

22.7 Annual Review

Health, Life, Vision and Dental Insurance Plans will be reviewed (on an on-going basis) by a Joint Insurance Committee. If at anytime 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.

The teacher may (if retiring) at his/her own expense, continue to subscribe to a District health plan. The teacher is responsible for submitting monthly payments to the District Finance Office on or before the dates indicated on the official payment schedule.

22.8 Mileage Reimbursement

22.8.1 The District will reimburse teachers, whose district or school assignments require travel. The amount of reimbursement, customized by assignment, shall be determined by October 1 of each year and shall be based on a yearly review of required travel schedule, average travel per month, or mutually agreed upon calculation. The mileage rate will be based on the Federal government rate as of September 1 each year. Adjustments to mileage stipends will be made only if the job assignment changes during the current year. Reimbursement will be paid on December 10 and May 25 of each year.

22.9 Signing Bonus

22.9.1 Through the combined efforts of the Superintendent's Designee and the MEA President, a one time signing bonus of \$1,000 will be provided to new hires in high need areas.

ARTICLE 23

Management Rights

23.1 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 24

Duration of Agreement

- 24.1 The Agreement between the Board and the Association will be effective from July 1, 2007 through June 30, 2012.
- 24.2 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 fifteen (15) 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.
- 24.3 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.
- 24.4 No election of the bargaining agent may occur after November 1 of the last year of this contract.
- 24.5 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

FY 2012 Salary Schedule

	BA	BA30	MA	MA30	MA60	MA90/DOC
0	35628	37572	39892	42213	42213	42213
1	36617	38615	40998	43384	43384	43384
2	37775	39949	42430	44909	46155	46155
3	39078	41340	43918	46498	49124	49124
4	39678	42784	45464	48148	50880	52312
5	41114	44285	47074	49864	52707	54195
6	42606	45848	48748	51651	54605	56153
7	44520	47473	50488	53508	56582	58190
8		49161	52300	55438	58637	60310
9		50920	54180	57498	60891	62632
10		52748	56153	59654	63113	64924
11		54648	58250	61827	65425	67307
12		56626	60293	64087	67825	69783
13		58290	62076	65870	69730	71750
14		59407	63682	67583	71552	73630
15		60524	64573	68836	72886	75006
16		62007	66164	70500	75673	77848
17		62770	66976	71347	76563	78777
18		65071	69381	73694	78451	80686

APPENDIX II CO-CURRICULAR SALARY SCHEDULE

District Level Assignments 2011-2012 SCHOOL YEAR

CATEGORY STEP	1	2	3	4	5	6	7	8	9	10
1	\$2,713	\$2,328	\$2,132	\$1,939	\$1,900	\$1,745	\$1,628	\$1,494	\$1,358	\$1,220
2	\$2,877	\$2,465	\$2,262	\$2,057	\$2,018	\$1,849	\$1,728	\$1,584	\$1,442	\$1,296
3	\$3,052	\$2,613	\$2,399	\$2,180	\$2,133	\$1,961	\$1,829	\$1,678	\$1,525	\$1,370
4	\$3,234	\$2,768	\$2,538	\$2,311	\$2,263	\$2,078	\$1,940	\$1,778	\$1,615	\$1,453
5	\$3,426	\$2,938	\$2,692	\$2,446	\$2,403	\$2,203	\$2,057	\$1,883	\$1,714	\$1,540
6	\$3,632	\$3,115	\$2,857	\$2,597	\$2,540	\$2,336	\$2,181	\$1,996	\$1,819	\$1,635
7	\$3,851	\$3,296	\$3,026	\$2,748	\$2,694	\$2,478	\$2,312	\$2,117	\$1,923	\$1,733
8	\$4,081	\$3,498	\$3,205	\$2,915	\$2,861	\$2,624	\$2,446	\$2,245	\$2,041	\$1,836
9	\$4,323	\$3,709	\$3,401	\$3,092	\$3,029	\$2,780	\$2,599	\$2,378	\$2,161	\$1,945
10	\$4,587	\$3,934	\$3,602	\$3,276	\$3,207	\$2,947	\$2,752	\$2,523	\$2,293	\$2,065

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	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	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	High School Asst. Boys Tennis Asst. Girls Tennis Asst. Cross Country Asst. Golf National Honor Society Middle Level Football Volleyball Boys Basketball Girls Basketball Wrestling Boys Soccer Girls Soccer Track Jr. National Honor Society	High School Asst. Cheerleading

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 2011-2012**

Category:	1	2	3	4
Hours:	30-55 Hrs.	55-80 Hrs.	80-105 Hrs.	105 & Up Hrs.
1	\$604	\$967	\$1,330	\$1,692
2	\$634	\$998	\$1,360	\$1,724
3	\$665	\$1,027	\$1,392	\$1,752
4	\$695	\$1,060	\$1,420	\$1,784
5	\$725	\$1,088	\$1,451	\$1,812
6	\$756	\$1,118	\$1,480	\$1,843
7	\$786	\$1,147	\$1,511	\$1,873
8	\$815	\$1,178	\$1,540	\$1,904
9	\$845	\$1,208	\$1,572	\$1,934
10	\$877	\$1,238	\$1,602	\$1,965

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.

(**SAMPLE** allocations for year 2011-2012. 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		
Skyview Academy	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 Leadership	6, 7, 8, 9, 10, 11, 12	1	1	1	1
York International	6, 7, 8, 9,10,11	1	1	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 at each school. Sites that have multiple schools may combine their allotment to serve students at all schools at the site.					

**APPENDIX IV
CO-CURRICULAR SALARY SCHEDULE**

Performing Arts

2011-2012 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	\$159	\$318	\$476	\$636	\$795	\$957	\$1,117	\$1,277	\$1,432	\$1,592
2	\$167	\$330	\$499	\$664	\$830	\$996	\$1,160	\$1,321	\$1,484	\$1,655
3	\$173	\$343	\$518	\$691	\$861	\$1,034	\$1,204	\$1,376	\$1,548	\$1,727
4	\$179	\$360	\$537	\$716	\$898	\$1,073	\$1,255	\$1,432	\$1,614	\$1,793
5	\$188	\$373	\$558	\$747	\$928	\$1,120	\$1,306	\$1,492	\$1,677	\$1,865
6	\$195	\$387	\$577	\$777	\$972	\$1,161	\$1,356	\$1,548	\$1,741	\$1,936
7	\$203	\$400	\$607	\$806	\$1,006	\$1,208	\$1,410	\$1,613	\$1,816	\$2,018
8	\$209	\$422	\$628	\$837	\$1,048	\$1,258	\$1,464	\$1,677	\$1,816	\$2,097
9	\$218	\$440	\$656	\$871	\$1,089	\$1,309	\$1,528	\$1,741	\$1,962	\$2,181
10	\$227	\$451	\$680	\$907	\$1,132	\$1,360	\$1,589	\$1,816	\$2,041	\$2,267

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.