



MASTER CONTRACT AGREEMENT

**EDUCATION SUPPORT PROFESSIONALS &
LICENSED STAFF**

JULY 1, 2018 – JUNE 30, 2019

UPDATED JUNE 2018

**MONTROSE COUNTY SCHOOL DISTRICT RE-1J
AND
UNCOMPAHGRE VALLEY EDUCATIONAL ASSOCIATION**

JOINT MASTER CONTRACT AGREEMENT

On February 12, 2003, the Montrose County School District RE-1J Board of Education officially recognized Uncompahgre Valley Education Association as the exclusive representative of all employees, including licensed certified and education support personnel. Ratification of the 2003 Master Contract stipulated that a Joint Master Contract Agreement would be created by the District and UVEA to include all employees, both classified and licensed.

The Master Contract Agreement includes changes combining educational support staff and licensed staff policies, procedures, and philosophies.

The Uncompahgre Valley Association and the Montrose County School District RE-1J will continue on an annual basis to collaboratively negotiate the Joint Master Contract Agreement.

TABLE OF CONTENTS (By Article)

Page

Preamble	i
Preface	ii
Article 1 – Definitions	1
Article 2 – General Terms	2
Article 3 – Recognition.....	3
Article 4 – Negotiations Procedure.....	3
Article 5 – Association President.....	5
Article 6 – Association Representative.....	6
Article 7 – Use of School Facilities	6
Article 8 – Leaves of Absence – Short Term.....	6
General Leave/Sick Leave: Licensed Staff.....	6
Personal /Sick: Educational Support Professionals	7
Professional Meetings Leave	8
Officiating and Judging Leave.....	8
Leave for Jury Duty	8
Emergency Leave	8
Bereavement Leave.....	8
Vacation	8
Holiday.....	8
Article 9 - Extended Leaves of Absence	8
Extended Terms/Licensed.....	8
Parental Leave.....	9
Educational Leave.....	9
Sabbatical Leave	9
Public Office Leave	9
Military Leave.....	9
Health Leave	9
Exchange Teacher Leave	9
Other Leaves	10
Extended Terms/Educational Support Professionals	10
Military Leave.....	10
FMLA Leave-Licensed/Educational Support Professionals.....	10
Article 10 – Catastrophic Leave Bank	10
Article 11 – Association Leave.....	12

TABLE OF CONTENTS (By Article)

	Page
Article 12 – Vacancies	12
Article 13 – Voluntary Staff Reassignment & Transfer	13
Article 14 – Administrative Reassignment & Transfer	13
Article 15 – Reduction In Force (Licensed)	14
Article 16 – Reduction In Force (ESP).....	15
Article 17 – Personnel Files.....	15
Article 18 – Evaluation	16
Article 19 – Duties	18
Article 20 – Facilities Use Coverage	18
Article 21 – Preparation Time/Licensed Staff	19
Article 22 – Professional Learning Communities.....	19
Article 23 – Student Discipline.....	19
Article 24 – Staff Personal Security and Safety	19
Article 25 – Class Size Policy and Regulation	20
Article 26 – Instructional Materials	20
Article 27 – Public Complaints: Curriculum/Instructional Materials.....	21
Article 28 – Parent-Teacher Conferences	21
Article 29 – Standing Committees.....	21
Article 30 – Curriculum Committee Work/Licensed Staff.....	21
Article 31 – District Activities Pass.....	21
Article 32 – Dues Deduction	22
Article 33 – Educational Travel Credit/Licensed	22
Article 34 – Insurance.....	22
Article 35 – Retirement Bonus	22
Article 36 – Salary and Benefits	24
Article 37 – In-District Grant Funds.....	25
Article 38 – Grievance Procedure.....	25
Article 39 – Equal Opportunity Employment.....	27
Duration and Attestation.....	28
Appendix A - Grievance Form	29
Addendum A - Application Deadlines.....	31
Addendum B – Classified Clock Hours.....	32
Addendum C – Licensed Clock Hours	33

TABLE OF CONTENTS (By Article)

	Page
Addendum D – Extra Duty Stipends (Elementary Only)	34
Addendum E – In District Grant Fund.....	35
Addendum F – Extended Leave Request.....	36
Addendum G – Catastrophic Leave Bank Request	38
Addendum H – Common Definition – Critical Illnesses.....	40
Addendum I – Memorandum of Understanding/Joint Study List	41
Addendum J – Tentative Agreements	42

TABLE OF CONTENTS (By Item)

	Page
Application Deadlines – Addendum A.....	32
Association Representative – Article 6.....	6
Association President – Article 5.....	5
Class Size Policy and Regulation – Article 25	20
Common Definitions – Critical Illness	40
Curriculum Committee Work – Article 30.....	21
Definitions – Article 1	1
District Activities Pass – Article 31.....	21
Dues Deduction – Article 32	22
Duration and Attestation.....	28
Duties – Article 19.....	18
Educational Travel Credit – Article 33.....	22
Equal Opportunity Employment – Article 39.....	27
Evaluation – Article 18.....	16
Extra-Duty-School Club Stipend (Elementary Only) - Addendum D.....	34
Facility Use Coverage – Article 20.....	18
General Terms – Article 2	2
Grievance Form – Appendix A.....	29
Grievance Procedure – Article 38.....	25
In-District Grant Fund – Article 37	25
Instructional Materials – Article 26	20
Insurance – Article 34.....	22
Leaves	
Short Term – Article 8	6
Extended Leaves – Article 9.....	8

Negotiations Procedures – Article 4	3
Parent-Teacher Conferences – Article 28	21

TABLE OF CONTENTS (By Item)

	Page
Personnel Files – Article 17	15
Preamble	i
Preface	ii
Preparation Time – Article 21	19
Public Complaints About the Curriculum or Instructional Materials – Article 27.....	21
Reassignments/Transfers-Voluntary – Article 13.....	13
Recognition – Article 3	3
Reduction In Force (ESP) – Article 16.....	15
Reduction In Force (Licensed) – Article 15	14
Salary and Benefits – Article 36	24
Catastrophic Leave Bank – Article 10.....	10
Staff Personal Security and Safety – Article 24	19
Standing Committees – Article 29.....	21
Student Discipline – Article 23.....	19
Transfers/Reassignments-Administrative – Article 14.....	13
Use of School Facilities – Article 7	6
Vacancies – Article 12	12

PREAMBLE

WHEREAS the Board and the Association recognize and declare that providing quality education for the students of Montrose County School District RE-1J is their mutual aim, and that the achievement of this goal depends predominantly upon the quality of the teaching and educational support staff, and

WHEREAS the members of the teaching and educational support profession are particularly qualified to advise in the formulation of policies and programs designed to improve professional standards within their profession, and

WHEREAS teachers, educational support professionals, and the Board share the responsibility for providing education and related support services of the highest possible quality for the students of the School District, and all parties recognize that teachers have the major role in direct contact with students, that teaching is a profession requiring specialized educational qualifications, and that the success of the educational program depends upon the dedicated services provided by qualified teachers and educational support professionals, and

WHEREAS all staff employed by the School District have the ultimate responsibility of providing the best possible education and services for students, and

WHEREAS it is the intention of the Board that any action taken which affects staff shall be consistent with good educational practices, shall preserve the dignity of the individual, and shall provide an atmosphere in the school district which is conducive to the professional efforts of staff, and

WHEREAS both the Board and the Association are mutually committed to the need for self-realization for all students of the Montrose County School District RE-1J with no exclusion from any program on the basis of race, religion, age, national origin, sex or disability, and

WHEREAS the assurance that the staff will be able to give full measure of its ability in assisting the Board toward the development and maintenance of high-quality educational programs is considered most desirable and necessary, and

WHEREAS the achievement of quality education cannot be fully realized without a capable and dedicated staff who recognize their professional responsibilities to their profession and whose rights and aspirations are likewise recognized by the community, and

WHEREAS both the Board and the Association recognize that the best interests of the communities encompassed in Montrose County School District RE-1J will be served by the establishment of procedures to provide an orderly method for the Board to implement procedures concerning education, and

WHEREAS attainment of the objectives of the educational program conducted in the Montrose County School District RE-1J is aided by mutual understanding and cooperation between the Board, the Superintendent, Administrative Staff, teachers, and educational support professionals, furthermore, that such understanding and cooperation may be fostered through good faith negotiations between the Board and the Association with a free and open exchange of view, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PREFACE
Montrose County School District RE-1J

CODE OF ETHICS OF THE EDUCATION PROFESSION

The educator believes in the worth and dignity of man. He/she recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurturing of democratic citizenship. He/she regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his/her responsibility to practice his/her profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he/she has accepted in choosing a career in education, and engages himself/herself individually and collectively with other educators to execute his/her duties, in accordance with the provisions of this code.

PRINCIPLE I - COMMITMENT TO THE STUDENT

The educator measures his/her success by the progress of each student toward the realization of his/her potential as a worthy and effective citizen. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his/her obligation to the student, the educator:

1. Shall not, without just cause, restrain the student from independent action in his/her pursuit of learning and shall not, without just cause, deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he/she bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he/she does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, religion, age, national origin, sex or disability exclude any student from participation in or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his/her classes.

PRINCIPLE II - COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He/she shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of programs as relating to the extension of educational opportunities for all and for interpreting the programs and policies to the public.

In fulfilling his/her obligation to the public, the educator:

1. Shall not misrepresent an institution or organization with which he/she is affiliated, and shall take adequate precautions to distinguish between his/her personal views and those of an institution or organization.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and

responsibilities.

4. Shall not use institutional privileges for private gains or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III - COMMITMENT TO THE PROFESSION

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He/she therefore exerts every effort to raise professional standards, to improve his/her service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions, which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he/she contributes actively to the support, planning and programs of professional organizations.

In fulfilling his/her obligation to the profession, the educator:

1. Shall not discriminate on the basis of race, religion, age, national origin, sex or disability for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves educational purposes, or is required by law.
5. Shall not misrepresent his/her professional qualifications.
6. Should not knowingly distort evaluations of colleagues.

PRINCIPLE IV - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He/she believes that sound professional relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling his/her obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer, or assign a position of responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant and shall refrain from commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated.
5. Shall not delegate assigned tasks to unqualified personnel.
6. Shall permit no commercial exploitation of his/her professional position.
7. Shall use time granted for the purpose for which it is intended.

ARTICLE 1 – DEFINITIONS

- 1-1: The term ADMINISTRATOR shall mean any building Administrator or the Administrator of any work location or functional division in the School District.
- 1-2: The term ADMINISTRATIVE SUPERVISOR shall mean School Building Principal or Assistant Principal or District Operational Department Director, or Supervisor who is responsible for evaluations.
- 1-3: The term ASSOCIATION as used in this Agreement shall mean the Uncompahgre Valley Education Association. Wherever the term ASSOCIATION is used it is understood that the President (or designee) of the Association acts for the Association.
- 1-4: The term ASSOCIATION REPRESENTATIVE shall mean any Association Representative, other Association member, or designee selected by the Association to act on behalf of any Association member in a specific instance.
- 1-5: The term BOARD as used in this Agreement shall mean the Board of Education of the Montrose County School District RE-1J, State of Colorado.
- 1-6: The term BUDGET YEAR shall mean a period as designated by Colorado statute.
- 1-7: The term COMPARABLE POSITION for teachers shall be within their licensed endorsement(s). When possible, preference shall be given to previous assignment. The term COMPARABLE POSITION for educational support professionals shall be within the category of their same salary schedule.
- 1-8: Licensed and 9 month ESP employees: The term DAYS shall mean school days, except summer recess, when calendar days (Monday through Friday, excluding holidays) shall apply.
- 1-9: The term EMPLOYMENT shall mean that period during which a staff member is under contract to the District, including such periods of leave as authorized by the Board, and such periods in excess of the school calendar as indicated under additional compensation.
- 1-10: The term EDUCATIONAL SUPPORT PROFESSIONAL (ESP) shall mean any or all members of the RE-1J staff who are contracted classified employees listed under Article 3 in this Master Agreement.
- 1-11: The term EXTRACURRICULAR ACTIVITIES DUTY PAY SCHEDULE shall refer to all remuneration paid in addition to the regular contract salary for extra work performed for the District. All such extra work is contracted and payment shall be as outlined in the present Extracurricular Activities Duty Pay Schedule.
- 1-11-1 The terms EXTRA DUTY-SCHOOL CLUBS shall refer to the remuneration paid in addition to the regular contract for approved clubs or activities not on the Extra Curricular Activities Pay Schedule.
- 1-12: IMMEDIATE FAMILY is considered to be the employee's father, mother, children, brothers, sisters, grandchildren, grandparents, or the same to one's spouse, or permanent resident of the household.
- 1-13: The term IMMEDIATE SUPERVISOR shall mean day to day work operations supervisor who may provide input to employees' evaluation process
- 1-14: The term PARTY or PARTIES as used in this Agreement shall mean the Board of Education of the Montrose County School District RE-1J, State of Colorado (or its Representatives acting in its behalf) and the Uncompahgre Valley Education Association (or its Representatives acting in its behalf.)
- 1-15: The term LEGAL DEPENDENT as used in this agreement in regards to Catastrophic Leave Bank shall mean a person that is claimed on the employee's tax return.
- 1-16: The Term MEMORANDUM OF UNDERSTANDING as used in this agreement shall mean written agreements made as situations arise and then ideally put in language later.
- 1-17: The term PERSONNEL INFORMATION NOT OF A CONFIDENTIAL NATURE shall mean all lists, statistics, plans, programs, procedures, or other writings open to inspection by the Public pursuant to the provisions of the statutes of the State of Colorado and Board of Education.
- 1-18: The term PROBATIONARY TEACHER means a teacher who has not completed three (3) full years of continuous employment with the employing School District and has not been re-employed for the fourth (4th) year.
- 1-19: The term PROFESSIONAL LEARNING COMMUNITY (PLC) shall mean a collaborative team whose members work interdependently to improve classroom practice and school culture, with a focus on and commitment to the learning of each student, their team, and their school.
- 1-20: REASSIGNMENT shall mean a change of position within the same site.

- 1-21: The term SCHOOL shall include any work location or functional division in this School District.
- 1-22: The terms SCHOOL DAY, WORK DAY and DAY for licensed employees shall mean contractual work days, eight hours (including a minimum thirty (30) minute lunch unless otherwise identified). The terms WORK DAY AND DAY for educational support professionals shall be pursuant to their individual contracts.
- 1-23: The terms SCHOOL DISTRICT and DISTRICT as used in this Agreement shall be interchangeable and shall mean the Montrose County School District RE-1J, State of Colorado.
- 1-24: The term SCHOOL YEAR as used in this Agreement shall mean the period of time for which teachers and applicable educational support professionals are contracted.
- 1-25: The term SITE shall mean a primary building associated with the job or District Operation Department as appropriate to related Administrative Supervisor, job classification, employment description and base work location.
- 1-26: The term SUPERINTENDENT shall mean the Superintendent of Schools of the Montrose County School District RE-1J, State of Colorado or his/her designee.
- 1-27: The term TEACHER shall mean any or all members of RE-1J staff who are licensed by the State Department of Education. Administrators, and substitute teachers are excluded.
- 1-28: The term PART-TIME TEACHER shall mean a teacher who normally performs services as an employee of a school in amount of time less than four (4) hours during each regular school day. C.R.S 22-63-103 (6).
- 1-29: TEACHER-STUDENT CONTACT and TEACHER-STUDENT INSTRUCTION shall mean that time when a STUDENT is actively engaged in the educational process of the District, including the related administrative time for passing between classes, elementary school recesses, teacher-parent conferences, and assemblies.
- 1-30: The Term TENTATIVE AGREEMENT as used in this agreement shall mean written agreed upon changes, either language in the contract or monetary considerations (that will go to constituents for ratification).
- 1-31: TRANSFER shall mean only those changes involving moves from one (1) site to another.

ARTICLE 2 - GENERAL TERMS

- 2-1: The Board shall not discriminate against any staff member on the basis of race, religion, age, national origin, marital status, sex, sexual orientation, or disability, membership or non-membership in any professional organization, or the exercise of rights granted under this Agreement.
- 2-2: The Association shall admit persons to membership without discrimination on the basis of race, religion, age, national origin, marital status, sex, sexual orientation, or disability and shall represent equally all staff members without regard to membership.
- 2-3: A copy of the agenda for each official board meeting will be made available to the UVEA. In case of a special meeting, notification shall be made as it is to the general public.
- 2-4: The terms of this Agreement shall not be subject to change, revision, alteration, or modification in whole or in part except by ratification by both the Board and the Association.
- 2-5: This Agreement shall be governed and construed according to the Constitution and laws of the State of Colorado.
- 2-6: The Board and the Association recognize that the Board has certain powers, discretions and duties that, under the Constitution and laws of the State of Colorado, may not be delegated, limited or nullified by agreement with any party. Any provision of this Agreement, which places the parties in violation of State law, shall be jointly revised to comply with the applicable law.
- 2-7: Any matter not covered by the provisions of this Agreement shall be governed by officially adopted Board policy, or any existing memorandum of understanding.
- 2-8: Any individual contract between the Board and any individual staff member heretofore or hereafter executed shall be subject to the terms and provisions of Board policy and/or this Master Agreement.
- 2-9: A contract between the Board and individual staff members shall be consistent within the terms or provisions of this Agreement.

ARTICLE 3 – RECOGNITION

- 3-1: The Board recognizes the Association as the exclusive Representative of all school employees based upon eligible employee classifications. All RE-1J employees will be eligible for representation by UVEA/CEA/NEA except those employees who meet one or more of the following criteria: is a member of the RE-1J cabinet or Superintendent; OR is an RE-1J employee active in a licensed administrative capacity; OR is a program administrator whose key responsibilities include, but are not limited to, employee evaluation, supervision, and hiring and termination recommendations. It is mutually agreed upon that the Uncompahgre Valley Education Association (UVEA) will represent all employees of Montrose County School District RE-1J with the exception of the positions listed below:
Superintendent, Deputy Superintendent, Human Resources/Director/Coordinator, Director of Exceptional Student Services, Principals, Assistant Principals, Chief Financial Officer, District Accountant, Payroll Supervisor, District Risk Manager, Grant/Communications Coordinator, Administrative Assistant to the Superintendent, Administrative Assistant to the Deputy Superintendent (of Human Resources/Director/Coordinator), Administrative Assistant to the Deputy Superintendent, Director of Instructional Services, and Supervisor of Property Services.
- 3-2: Nothing contained herein shall be construed to restrict or to deny to any employee rights that he/she may have under the law.
- 3-3: Copies of any or all information that is not confidential, i.e. statistics and records deemed to be relevant or reasonably necessary by either party for the proper enforcement of the terms of this Agreement, shall be made available by the other upon its request.
- 3-4: The parties agree that the Association shall continue as the exclusive Representative of the school employees unless rescinded by a majority vote of the employees, by secret ballot.
- 3-5: The Association may participate in orientation activities and meetings for new employees and general staff meetings as long as it does not conflict with District activities.
- 3-6: Names and addresses of all employees will be made available to the Association as early as practicable following Board approval of the contracts. Along with their employment contract, the Board shall provide all new employees with one copy of this Agreement. The Association and the Board agree to post the Master Agreement on the district website for all employees.
- 3-7: The Association President and the Superintendent shall be furnished with copies of all interpretations of this Agreement issued by either party, which affect the members of the Association's negotiating unit, except confidential information between the Board and Counsel or between the Association and Counsel.
- 3-8: The administration's right to promote negotiating unit members to supervisory and/or administrative positions shall not be limited.

ARTICLE 4 - NEGOTIATIONS PROCEDURE

- 4-1: Initiating Negotiations
- 4-1-1: The parties will meet annually to identify issues of concern and attempt to define a process that incorporates the needs of both parties, in a spirit of consensus.
- 4-1-2: A written request by a party desiring annual negotiations for the next contract year must be made to the other party no later than October 1.
- 4-1-3: The small group finance committee, comprised of appointed members of the UVEA and the District, will meet for planning purposes in the fall of the contract year.
- 4-1-4: The finance committee will discuss audited unreserved fund balance; state funding associated with the finalized October count, & realized staff attrition. The intent is to project money available for salary & benefits for the next contract year.
- 4-2: Negotiations Schedule
- 4-2-1: Negotiations will be conducted at times and places mutually agreeable to the parties.
- 4-2-2: Such negotiations shall be concluded no later than the third Friday in May unless impasse has been declared or unless the concluding date is mutually extended by both parties.

4-3: Conducting Negotiations

- 4-3-1: During negotiations the parties will agree on protocols, present relevant data, exchange points of view, and may make proposals and counter-proposals appropriate to the negotiations process. Upon request of either party, the other shall make available for inspection the recorded data pertinent to the subject of negotiating, provided such data is available under current statutes.
- 4-3-2: Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. Such parties may be present at the negotiations table at the request of either party. In the event of mediation, the mediator may be present at the negotiations table to assist in the negotiations. Any expense incurred for mediation services will be equally shared by both parties.
- 4-3-3: It is anticipated that negotiation meetings will be scheduled as to not interfere with the working hours of either party; however, if negotiations are to be scheduled by mutual consent during the school day, the Association negotiators shall be released from their regular duties without loss of pay. As these days are mutually agreed upon in advance, such days shall not count as the UVEA days addressed in article 11-1-3.
- 4-3-4: Negotiations shall be conducted according to state law.
- 4-3-5: No reprisals of any kind will be taken by the Board, Administration, Association or any of their Representatives against any participant involved in the negotiations procedure, by reason of such participation.

4-4: Joint Study Committee

- 4-4-1: The Board of Education and the Association may form such joint study committees, as they deem mutually necessary.
- 4-4-2: Recommendations and reports of such joint study committees are advisory in nature only. Such committees report to the negotiating team only.
- 4-4-3: Upon completion of its study and submittal of a written report on the subject assigned to it, a joint study committee shall be considered dissolved, and once dissolved, no such committee shall be reactivated except as mutually agreed by the parties.

4-5: Adopting Agreements

- 4-5-1: Agreements reached as a result of such negotiations shall be reduced to writing and shall have conditional approval of both negotiating teams pending ratification by the Board of Education and the Association. The Association shall notify the Board of its membership approval or disapproval within fifteen (15) days of the conclusion of negotiations. The Board shall then approve or disapprove the Agreement within fifteen (15) days.
- 4-5-2: In the event either party disapproves the tentative Agreement, negotiations shall be re-initiated within ten (10) days of the notification of one party to the other of its disapproval.
- 4-5-3: Ratifications will take place when the issue resolutions have been approved by a majority of the Association and by the Board.

4-6: Mediation

- 4-6-1: Mediation is defined for the purposes of this Agreement as the action of a third party to attempt to reconcile differences and bring agreement between the negotiating parties. The function of the mediation process is to attempt to bring such agreement by clarification of issues, acting as a liaison for interpretation of the positions of the parties, and by attempting to develop proposals acceptable to both parties.
- 4-6-2: If negotiations fail to bring about agreement and either party declares that the process has reached impasse, a mediator will be selected within fifteen (15) days in the following manner: The parties' negotiations Representatives shall sit as a committee of the whole and select the mediator from a list of names submitted by the Federal Mediation and Conciliation Service, the American Arbitration Association, or other mutually agreeable mediation service. The list of names shall be provided to each party at least five (5) days prior to this meeting. Each party shall strike one (1) name at a time alternately until one (1) name remains and is chosen. The party declaring impasse shall strike the first name.
- 4-6-3: The mediator shall have the authority to hold hearings and make procedural rules.

- 4-6-4: If the mediation process has failed to bring about agreement on all issues, either party may declare that the issues, which remain in dispute, be submitted to fact-finding.
- 4-7: Fact Finding
- 4-7-1: Fact-finding is defined as the actions of a third party to hear and study the issues in question and to logically and accurately describe the facts and positions of the parties and to make written recommendation for resolution of the dispute.
- 4-7-2: The fact-finder is to be chosen in the following manner: the negotiating Representatives of the parties shall sit as a committee of the whole and select a fact-finder. The parties will contact the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of fact-finders. The list of names shall be provided to each party at least five (5) days prior to this meeting. In either case, each party shall strike one name from the list alternately until one name remains and is chosen. The party declaring impasse shall strike the first name.
- 4-7-3: The fact-finder shall have the authority to hold hearings, take testimony and make procedural rules. An official record may be made of the hearings at the request of either party. Each party shall pay for its own copy of the transcript. The format, dates and times of meetings will be arranged by the fact-finder.
- 4-7-4: Within thirty (30) days of the conclusions of such hearings, or the receipt of post-hearing briefs, the fact-finder shall submit a report in writing to the parties and set forth his/her findings, conclusions and awards on the issues submitted to him/her. The report will be advisory only and binding on neither the Board nor the Association.
- 4-7-5: To the extent that tentative agreements are reached as a result of such proceedings, the procedures provided in Section 4-5-1 shall apply.
- 4-7-6: The costs, if any, for the services of the fact-finder shall be shared equally by the District and the Association.
- 4-8: Action After Fact-Finding Report
- 4-8-1: Within five (5) days after receiving the report from the fact-finder, representatives of the parties shall meet to discuss the report.
- 4-8-2: The respective parties shall take official action on the report of the fact-finder no more than fifteen (15) days after the meeting.
- 4-8-3: To the extent that tentative agreement is reached on the issues in dispute as a result of fact-finding, the procedures in Section 4-5-1 shall apply.
- 4-8-4: In the event, agreement is not reached, any party not agreeing to the fact-finder's report shall make a written report of its conclusions and decisions on the issues in dispute and shall furnish a copy of such report to the other party within five (5) days after the action taken under Section 4-8-2.
- 4-8-5: In the event agreement acceptable to the Association is not reached, the Board shall make a written report of its conclusions and decisions on the issues in dispute and shall furnish a copy of such a report to the Association within thirty (30) days. The Association will have the opportunity to present a position paper in response to the Board's final decision within thirty (30) days. This position paper may be presented in writing or at a Board of Education meeting. The decision of the Board shall be final.
- 4-8-6: The Association will determine, by a vote of its membership, if any job action will be taken by the Association.
- 4-9: Job Action
- 4-9-1: The Association will determine, by a vote of its membership, if any new job action will be taken by the Association.

ARTICLE 5 - ASSOCIATION PRESIDENT

- 5-1: The Board recognizes the President of the Association and his/her designee as the Representative of the Association in all matters concerning the provisions or terms of this Agreement.
- 5-2: The President and/or Association Representatives shall be allowed access to any building for the purpose of conducting Association business when such access is not in conflict with instructional programs or school activities.
- 5-3: The Association agrees that the President and/or Association Representative shall notify the office of the Administrator upon his/her entrance to a building.

- 5-3-1: Visits that are made to solve special problems of staff members, which necessitate the interruption of class schedules, shall not be allowed. These visits shall occur during preparation periods, lunch period, non-supervisory time, break time, or outside the school day.
- 5-4: The President and/or his/her designee shall, from time to time, meet and confer with the Superintendent for the purpose of determining where the Association and the administrative staff may cooperatively resolve or prevent problems.

ARTICLE 6 - ASSOCIATION REPRESENTATIVE

- 6-1: The Association may have a representative or representatives at each school or work location.
- 6-2: The Association Representative shall have the right to schedule Association meetings before or after school where such meetings do not interfere with the normal duties.
- 6-3: The Representative shall be given time at each faculty meeting for brief announcements.
- 6-4: The Representative or the Association shall conduct Association business as long as it does not interfere with the normal responsibilities and duties of the staff members at that building.
- 6-5: The Association shall have the right to communicate freely with the employees in ways which are not in conflict with the orderly and effective function of the school, including the right to place notices, circulars and other materials relevant to the Association's business on a designated school bulletin board and in employees' mail boxes.
- 6-6: No infringement shall be made upon the right of the Association to establish rules by which the Representatives are elected to office.
- 6-7: Neither the Representative nor any employee shall be prevented from displaying Association approved items as identification of membership in the Association or any of its affiliates.

ARTICLE 7 - USE OF SCHOOL FACILITIES

- 7-1: As the exclusive representative of the negotiating unit, the Association has the right to use school facilities and equipment without cost, subject to Board approval.
- 7-2: The Administrator of a building where an Association meeting is scheduled shall be notified in advance of the time and place for the meeting. Such meetings shall be held where no conflict exists with the normal conduct of school activities.

ARTICLE 8 – LEAVES OF ABSENCE – SHORT TERM

- 8-1: It is the personal responsibility of every staff member to complete the appropriate forms and use designated leaves only for the purposes intended. Any misuse thereof would be considered unethical, unprofessional, and in violation of that staff member's contract.
- 8-2: The Superintendent or his designee reserves the right to grant additional leave days.
- 8-3: **General Leave/Sick Leave: Licensed Staff**
- 8-3-1: General Leave may be used for teacher's illness, quarantine, disability, disability related to pregnancy and/or childbirth, accident, for illness in the teacher's immediate family, or for personal reasons.
- 8-3-2: Before or after a school vacation - Except for emergencies, illness, or bereavement, a General Leave days requested for personal reasons the day before or the day after a school vacation as set forth in the school calendar, including first and last days of the school year, may be taken only under the following conditions: (employee choice) the teacher will be deducted their daily rate of pay OR three (3) general leave days.
- 8-3-3: Consecutive leave - Except for emergencies, illness, or bereavement, General Leave may not be used for more than three (3) consecutive days without twenty (20) days advance written notice and verbal communication to administrative supervisor, with written notice sent to the Superintendent. The teacher using more than three (3) consecutive days will be charged the number of General Leave days used plus the daily substitute pay for each day beyond the three consecutive days.
- 8-3-4: General Leave shall accrue at the rate of ten (10) days per regular teacher contract year and shall be pro-rated for contracts beginning after the start of the school year, for contracts that are terminated for any reason prior to the end of the school year, and for part-time contracts. One (1) additional day will be given for each additional 20-day period contracted beyond the regular teacher contract year. The total

number of General Leave days for each year is immediately available to every teacher, but pay will be adjusted according to Para: 8-3-5 if more leave is taken than was earned.

- 8-3-5: If, upon termination for any reason and prior to the end of the contract period, a teacher has used more General Leave than was earned, a calculated amount will be deducted from the final paycheck based upon the teacher's own daily rate of pay.
- 8-3-6: For an absence of more than half a day, a full day's deduction will be made from General Leave allowance. For an absence of a half-day or less, a deduction of one-half day will be made. However, the principal, with no loss of General Leave, may approve absences of one (1) hour or less.
- 8-3-7 Unused General Leave at the end of any contract year will accumulate as Sick Leave in subsequent years up to a total of ninety (90) days. Accumulative Sick Leave days in excess of 90 days will be paid at the end of each contract year at the rate of 75% of the then-current sub pay. At retirement, resignation, or other termination of employment for teachers not eligible for the retirement bonus program, all accrued, but unused, General or Sick Leave will be paid at the time of the final paycheck at the rate of 75% of the then-current sub pay.
- 8-3-8 Accrued Sick leave may not be used until all General Leave days are expended unless a physician-verified medical disability exists requiring a minimum of the (10) consecutive missed days.
- 8-3-9 If all accrued Sick Leave and, when eligible, Sick Bank days have been used, up to ten (10) additional days Sick Leave per year, non-accumulative, may be allowed the teacher at the discretion of the Superintendent or his designee, with the amount to be deducted from the absentee's pay for these additional days equal to the substitute's pay.
- 8-3-10 Accrued Sick Leave days beyond the ten (10) General Leave days for the current school year may be used only for illness or disability. When accessing accrued Sick Leave days, the teacher's immediate administrator may request, no later than the day of return, certification from the teacher's physician.
- 8-3-11 If a teacher should die while under contract, any unused general or accrued Sick Leave shall be paid to the deceased's estate at the same rate as is paid at retirement or resignation.
- 8-3-12 Except for Paragraphs 8-4, 8-5, 8-6, 8-7, and 8-8 below, and when all available General and Sick Leave as described above, and, if eligible, Sick Bank days have been exhausted, further absences will result in salary deductions based upon the teacher's own rate of pay and the teacher's yearly contract amount will be adjusted.

8-4 **Personal Leave/Sick Leave: Educational Support Professionals**

- 8-4-1 Educational Support Professionals shall earn personal and sick leave at the rate of:

9 and 10 month employees	12 days (8 sick and 4 personal)
11 month employees	13 days (9 sick and 4 personal)
12 month employees	14 days (10 sick and 4 personal)

Per contract year such leave shall be granted by the principal or immediate supervisor and Central Office. Unused Personal Leave Days will roll over into sick leave at the end of the contract year.

- 8-4-2: Educational Support Professionals will accrue sick leave monthly to a maximum of ninety (90) days. Sick leave days accumulated over ninety (90) days will be reimbursed at the end of each contract year at the rate of fifty (50) % of daily rate. Any unused sick leave will be reimbursed at fifty (50) % of the employees' daily rate when an employee leaves the district with thirteen (13) or more years of continuous service with the district. If an employee leaves with less than thirteen (13) continuous service years remaining and carry over sick leave is cancelled and not reimbursed. Sick leave will not be reinstated if the employee returns after a two (2) year period.
- 8-4-3: In the event of an absence for illness or accident in excess of five (5) consecutive days, the administration may require an examination by a licensed physician. The total number of Personal/Sick Leave days for each year is immediately available to every ESP, but pay will be adjusted according to Paragraph: 8-4-4 if more leave is taken than was earned.
- 8-4-4: If, upon termination for any reason and prior to the end of the contract period, an ESP has used more Personal/Sick Leave than was earned, a calculated amount will be deducted from the final paycheck based upon the ESP's own daily rate of pay.

- 8-5: **Professional Meetings Leave** - Leaves of absence, without loss of pay, may be granted to those staff members for whom attendance is approved by the Superintendent or his/her designee, at State, Regional or National professional meetings, visiting schools, observing programs, in-service training, attending meetings, participating in or conducting workshops, or acting as clinician. In addition, ESP employees have the benefit of a negotiated amount for training expenses within their area of employment (Reference 35-2).
- 8-6: **Officiating and Judging Leave** - On the approval of the Superintendent or his designee, leaves may be granted for officiating and judging inter-scholastic activities. The time release from District duties to serve as paid officials and judges for inter-scholastic activities involving District schools serving as host shall be with full pay. The time released from District duties to serve as paid officials and judges for out-of-district inter-scholastic activities shall be deducted from General Leave/Personal Leave/Swing Leave. At the conclusion of the use of four (4) Leave days, any remaining days granted for this purpose will be deducted at the current substitute pay rate. Staff members selected to serve as officials or judges for state inter-scholastic tournaments or playoffs shall receive full pay; however, the staff member shall be required to reimburse the District for the cost of a substitute. Staff members officiating or judging out-of-state shall be required to reimburse the District for the cost of a substitute.
- 8-7: **Leave for Jury Duty/Witness by Subpoena** - Staff members shall be excused for jury duty or who have been subpoenaed as a witness, representing the district with no jeopardy to their employment or compensation, but any jury fees the staff member receives from the court for his/her services must be signed over to the District. Travel expenses paid by the court will remain the property of the staff member. Substitutes shall be obtained in the usual manner and paid by the District. The Superintendent may request the court to excuse a teacher if the time element or the special teaching area of a teacher is such as to be detrimental to the education of the students.
- 8-8: **Emergency Leave** – A maximum of two (2) days, Emergency Leave will only be granted when all other leave such as General, Personal, and Sick leaves has been exhausted, may be granted within a contract year for disasters such as auto accident, fires, and severe weather. Employees seeking Emergency Leave must contact their supervisor directly and expeditiously.
- 8-9: **Bereavement Leave** - Staff members may receive, without loss of pay, bereavement leave to attend funerals of members of the immediate family of the staff member or spouse. Such absence will be limited to the amount of time necessary to travel to and from the location of such funeral plus one (1) day for attendance at the funeral. Immediate family defined Article 1-12.
- 8-10 **Vacation**- applicable to twelve (12) month employees. Annual vacation schedules must be approved by each employee's Administrative Supervisor and/or Immediate Supervisor. The rate of vacation accrues annually and is dependent upon the length of service. After completion of one (1) year of employment, then ten (10) working days of vacation will be earned; after the completion of five (5) years of employment, fifteen (15) working days will be earned for vacation; after the completion of twelve (12) years of employment, twenty (20) working days will be earned for vacation. Employees may take vacation days following six (6) months continual employment, up to one-half year's entitlement. In no event will vacation leave be granted prior to six months employment. It is possible for an employee to accumulate a maximum of two (2) years accrued vacation time. Vacation days are not carried forward for more than two (2) years entitlement. Any vacation days earned beyond this amount but not taken before the contract termination date, will be automatically cashed out at the employees contracted rate as of the end of the contract period. Payment for accumulated vacation days will be paid upon separation or death of an employee.
- 8-11: **Holidays** - Applicable ESP are allowed paid holidays, which are negotiated, within each job classification.

ARTICLE 9 – EXTENDED LEAVES OF ABSENCE

- 9-1: **Leaves of Absence-Extended Terms/Licensed (Not intended to be used consecutively.)**
- 9-1-1: All requests for extended leave of one semester or more in length shall be submitted in writing to the Superintendent or his designee, prior to deadlines per Addendum A.

- 9-1-2: Except for provisions 9-4-Sabbatical Leave, and 9-6-Military Leave, no benefits shall accrue during periods of extended leave. Teachers on extended leave have the option of purchasing employee medical benefits at the teacher's expense.
- 9-1-3: Teachers on extended leave must provide the District Personnel Office with written notification of intent to return for fall semester by March 15, or for spring semester by October 1. If the teacher fails to so notify the District, the teacher's subsequent position assignment is at the sole discretion of the District. Upon returning from leave, the returning teacher shall be placed in a comparable position for which he or she is qualified. When possible, preference will be given to grade level and/or subject area.
- 9-2-1: **Parental Leave** - A teacher may take unpaid leave of up to one year following the birth and/or adoption of a child. If possible, a teacher applying for Parental Leave shall submit a written notice at least thirty days prior to the leave date.
- 9-2-2: A teacher who is on Parental Leave and returns to work before the school year is over shall be returned to the position left or a comparable position.
- 9-3-1: **Educational Leave** – A non-probationary teacher may be granted unpaid Educational Leave for up to one year, but Educational Leave may not be taken more than twice in any single school year.
- 9-3-2: Upon return and verification of completion of submitted district approval request (see addendum F), the teacher will be placed at the salary schedule level the teacher would normally have earned had there been no interruption of service. (Example: A teacher who is on Step Nine (9) prior to leaving at the end of a school year and on Educational Leave for one year, receives Step Eleven (11) upon return to the District.)
- 9-4-1: **Sabbatical Leave** - Two (2) Sabbatical Leaves may be granted by the District each year to two (2) non-probationary teachers for the purpose of university study, independent study, research, approved educational travel, or for other reasons of educational value to the school system.
- 9-4-2: Sabbatical Leave may be granted for either one (1) or two (2) semesters.
- 9-4-3: A teacher must have completed six (6) consecutive years of service as a teacher in the District in order to be eligible for a Sabbatical Leave. A teacher currently under a remediation plan will not be eligible for Sabbatical Leave until the terms of the remediation plan are met.
- 9-4-4: Teachers granted Sabbatical Leave agree to return to employment as fulltime teachers in the District for a minimum of one (1) year per semester of leave granted or must refund all salary and benefits received during the leave.
- 9-4-5: Teachers on Sabbatical Leave shall receive one-half of their annual salary and benefits. Upon return, the teacher will be placed at the salary schedule level the teacher would normally have earned had there been no interruption of service.
- 9-4-6: If the teacher who is awarded a Sabbatical Leave subsequently declines the leave, the District shall award the leave to any other pre-approved alternate teacher in that same year.
- 9-5: **Public Office Leave** - A non-probationary teacher may be granted an unpaid Public Office leave for the purpose of serving in an elected public office. A teacher returning to the District after such a leave will return at the same salary placement step as when leave was granted.
- 9-6: **Military Leave** – Teachers on military leave are granted all rights available under state or federal law and under Board policy.
- 9-7-1: **Health Leave** - A teacher may make application for unpaid Health Leave. Such leave is without pay and is normally granted for one (1) year or less. Health Leave may be extended beyond one (1) year at the discretion of the Superintendent.
- 9-7-2: A teacher making application for Health Leave shall submit a written request for said leave to the Superintendent or his designee as soon as possible before the leave is to commence. A physician's statement shall accompany that written request. The teacher may participate in benefit programs at the teacher's expense.
- 9-7-3: A teacher granted Health Leave may carry accumulated Sick Leave until his/her return to normal duty.
- 9-8-1: **Exchange Teacher Leave** – No more than two (2) non-probationary teachers may be granted one (1) year leaves without pay for the purpose of exchange teaching. If the leave is granted for one semester, notification of intent to return shall be provided in writing to the District Personnel Office by October 1,

if returning for Spring Semester, or March 15, if returning for Fall Semester. The following conditions shall be observed for the purpose of exchange teaching:

- 9-8-2: Non-probationary teachers with six or more years of consecutive teaching in the district are eligible, provided a qualified person can be found with whom an exchange can be arranged. The exchange teacher must be approved by the principal and the Superintendent or his designee.
- 9-8-3 The exchange program must be a recognized and endorsed program.
- 9-8-4: Credit on salary schedule to a maximum of one (1) year shall be given for the time spent in exchange teaching.
- 9-8-5: Upon return from exchange teaching, a teacher will be placed in the same position he/she left or a comparable position if that position has changed due to student population shifts.
- 9-8-6: Upon return, the exchange teacher will submit a report to the Deputy Superintendent, on his/her teaching experience. The teacher may be requested to do a presentation to the Board of Education.
- 9-9: **Other Leaves** – Written application for all other unpaid leaves of absence for up to one school year for unusual and unique circumstances shall be made through the Superintendent of Schools to the Board of Education by non-probationary teachers. These applications will be acted upon by the Board of Education. Applications (Addendum F) must be filed as per Addendum A. Upon return from this leave, the returning teacher shall be placed in a comparable position for which he/she is qualified.
- 9-10: **Leaves of Absence-Extended Terms/Educational Support Professionals**
- 9-10-1 **Military Leave** – ESP on military leave are granted all rights available under state or federal law and under Board policy.
- 9-11: **FMLA Leave- Licensed/Educational Support Professionals**
The district intends to follow the Family and Medical Leave Act (FMLA) for all employees. Please see the Human Resources section on the District website (www.mcsd.org) for the current FMLA regulations and forms.

ARTICLE 10 - CATASTROPHIC LEAVE BANK

- 10-1: **Purpose:** There shall be a Catastrophic Leave Bank designed to grant employees additional paid leave due to their own catastrophic illness/event or the death of an immediate family member. Immediate family is defined in Article 1-12. A catastrophic illness/event (either personally or by an immediate family member) is defined as a catastrophic illness or injury that poses a direct threat to life, e.g. cancer, serious accident, major heart attack, extreme psychological distress, or any of the injuries listed on the critical illness list as defined by Life Insurance Association (www.lia.org.sg).
- 10-2: **Eligibility:** An employee who participates (participating employee) may use Bank days under the following circumstances:
- The participating employee's personal catastrophic/critical illness or injury, as certified by the attending physician in writing, requires an absence of more than ten (10) consecutive days and the employee has exhausted all of his/her regular and accrued Sick Leave/General Leave/Personal Leave/Vacation Days, or
 - The participating employee qualifies as the primary caregiver whose presence is required (as certified by the attending physician) because of the illness or injury of that member's spouse, minor child or legal dependent **and said illness or injury requires more than ten (10) consecutive days of absence.**
- 10-3: **Ineligibility:**
Bank days shall not be used for:
- Injuries or conditions covered by Worker's Compensation,
 - Elective surgery for the employee, his/her spouse or his/her legal dependent that could be scheduled at a time more compatible with the member's work responsibilities (without detriment to his/her health), or
 - For the purpose of caring for a well child.
- 10-4: **Membership:** (a) All employees of RE-1J District are eligible for membership in the Bank. All newly hired employees must indicate whether or not they wish to participate in the Bank on a Bank Enrollment form provided by the District. All continuing participants shall automatically be enrolled in the Bank at

the beginning of each school year, unless they notify the Human Resource Office in writing by September 1 that they choose **not** to participate in the Bank. Employees who wish to participate, after electing not to participate, must notify the Human Resource Office in writing by September 1.

(b) Upon enrollment, each new member of the Bank will be assessed one (1) General Leave (Licensed) or one (1) Sick Day (ESP) to be deposited in the Bank. The District shall donate one day to the Bank for each new employee upon his/her completion of New Staff Orientation at the beginning of the contract year. Each subsequent school year each active member of the Bank will be automatically assessed (1) General Leave day (Licensed) or Sick Day (ESP) (**see 10-5 below**). Resignation from the Bank does not entitle the member to a refund of days contributed. If an employee or current member opts out of participation in the Bank, they will not be allowed to opt back in until doing so in writing by September 1 of the start of the next school year.

10-5: **ESP and Licensed Account Balances**: Two separate accounts will be maintained within the Bank: one for licensed staff and one for ESP staff. Days donated by Bank members shall be cumulative and the balance in each account shall be carried from one school year to the next. Days withdrawn from the Bank for use by a member will not have to be replaced by that member. If, on September 2 of each year, either account balance of days exceeds 2000 days, continuing members shall not be assessed an additional day in order to continue active membership in the Bank for that school year. If the balance in either Bank falls below 2000 days, each continuing member of that Bank will be assessed one (1) additional day, as defined in 10-3 (b), payable to the Bank as of September 2 of that year.

10-6: **Administration of the Bank**: The two accounts within the Bank shall be administered by one Catastrophic Leave Bank Committee consisting of District employees who are participants in the Bank and who have been elected and/or appointed by UVEA and one Administrator/Supervisor appointed by the Superintendent or his/her designee. At least one representative of ESP's and at least one representative of licensed employees shall serve as members of the Committee. No more than six (6) employees shall serve on the Committee. At least one member of the Committee shall be from the UVEA's Executive Team.

(a) Days may be withdrawn from the Bank by a continuing member only after approval by the Catastrophic Leave Bank Committee.

(b) Application for the withdrawal of Bank days shall be made in writing on application forms available from building secretaries and on the District website. If a Bank participant is physically or cognitively unable to represent him/herself, a member's advocate may make application on the member's behalf. The written application must include a signed supporting statement from the participant's treating physician (or that of the spouse, minor child, or legal dependent if days are being requested where the participant's presence is required to attend to the spouse, minor child, or legal dependent).

(c) The Committee shall have the right to request additional information if the application is incomplete or does not provide sufficient information on which the Committee can base a decision.

(d) The Committee shall inform the requesting participant, in writing, of the Committee's decision (or need for additional information) as soon as possible after the Committee's vote. If the request for Bank days is approved, the grant of days shall be retroactive to the date of eligibility, as determined by the Committee pursuant to 10-1 above.

(e) The Committee may grant up to twenty-five (25) Bank days at a time per participating employee. If the member finds that additional time is needed for the same instance, more Bank days may be granted, but shall not exceed fifty (50) during the same contract year.

10-7: **Committee's Decision – Final**: The Committee's decision shall be final. However, in the event that a participating employee obtains additional pertinent information, not provided at the time of the initial application, the employee may re-apply for Bank days within ten (10) calendar days of the receipt of the written decision of the Committee. The Committee's decision after consideration of the re-application shall be final.

10-8: **Donation of Days upon Retirement/Resignation**: Any employee, with the exception of ESP employees who resign with less than thirteen (13) continuous service years (see 8-4-2), may donate up to ten (10) days of his/her own sick, general or accrued sick days to the Bank upon the employee's

retirement or resignation from the District. Within ten (10) days of the employee's submission of retirement/resignation intent, he/she must give written notification to the Human Resources Office specifying the number of days for donation. These days shall be credited to the ESP or Licensed account, depending upon the retiring/resigning employee's employment classification.

ARTICLE 11 – ASSOCIATION LEAVE

- 11-1: **Association Leave** - A UVEA member may be granted a leave of absence without pay for the purpose of serving as an officer in a local, state or national education organization.
- 11-1-1: While on Association Leave, a UVEA member shall have the option of participating in fringe benefit programs at the employee's expense.
- 11-1-2: When Association Leave for an employee has been granted, the vacated position shall be filled by a qualified employee for the duration of the leave. Upon termination of the leave, the returning employee shall have a right to refuse, without penalty, the first offer of a comparable position.
- 11-1-3: The Association shall be granted thirty (30) days Association leave with pay per year to be used at the discretion of the Association. Association reimbursed days shall not be considered as part of the thirty days.
- 11-1-4: The District will provide for substitutes at District cost for up to fifteen (15) days. The Association will pay for the cost of substitutes for any days in excess of fifteen (15) days during an academic school year.

Article 12 – Vacancies

12-1: A vacancy shall mean a job opening created by:

- a signed resignation/retirement
- termination
- or the creation of a new job description/position

The Human Resource Office will notify UVEA in writing of reduction of FTE's that are determined to not be on-going and therefore no vacancy exists.

Twelve (12) month positions that are not being held because of extended leave or determined to be discontinued will be posted until filled.

12-2: Announcement of Vacancies

12-2-1: Position vacancies will post as follows:

- a. Building level vacancies (reassignments) will be posted, via e-mail and paper notice (posted at site), to all building staff. Interested candidates have 3 (three) business days to notify the building administrator of their interest, in writing or via e-mail, in the listed position.
- b. If there are no interested and/or qualified candidates in-building, the vacancy will be posted via district website electronic application system as soon as possible. Additionally, a vacancy summary will be posted hard copy (paper) at the District Office and each building site on Mondays and Thursdays.
- c. The simultaneous posting for transfers and external candidates must run a minimum of 5 (five) business days.
- d. All postings will be identified with a closing date. If no in-district candidates are identified and/or hired, the vacancy may be posted as "until filled."
- e. During the summer, vacancy information will be available on the Web Site, available at District Office, e-mailed to each building, and posted via hard copy at each site.

12-3: Change in Job Classification

12-3-1: When a change in position requires a change in job classification, step placement on the salary schedule for individuals other than on time card, will be determined by the following procedures:

- a. If the employee's change requires placement in a lower salary range, classification placement will be made in accordance with experience and job category. This step placement will determine this employee's beginning step in the new classification. Subsequent step advancement will then occur in accordance with regular salary increments for each year.
- b. Exceptions may occur only when the top step of the new classification is lower than the current rate. The new salary shall remain at the same level if performing similar job tasks. If the change requires placement in a higher salary range classification, placement will be made at a rate not more than one step higher than the step preceding the transfer. Step placement will be based on experience and qualifications not to exceed three (3) steps above the current step.

12-4: Closing Vacancies

12-4-1: Voluntary reassignments and/or in-district transfers will be considered up to 10 days before the start date of the posted instructional position. After the 10-day window has closed, in-district transfers will be considered as follows:

- a. Instructional staff positions, to include teachers and classroom para-professionals, may be filled as a regular contract, limited term contract or as a long-term substitute until a qualified candidate can be found. Positions filled with a limited term contract or as a long-term substitute position will be re-posted with a regular contract, to be filled prior to the next academic year.

Article 13- Voluntary STAFF REASSIGNMENTS and Transfers

13-1: **Reassignment** shall mean a change of position within the same site. Any reassignment that would result in a change of salary classification will be handled under Article 12-3 Change in Job Classification.

13-1-2: All applicants for reassignment who meet the qualifications for the posted position shall be offered an interview in the order indicated in Article 12-2-1.

13-1-3: In the event that only one reassignment request is received, the Administrative Supervisor shall have the right to make the assignment after an informal interview with the applicant. If more than one qualified reassignment request is submitted all applicants will receive an interview.

13-1-4: Any applicant for reassignment whose request is denied, or is not selected after interviews are held, shall be notified of the outcome by the Administrative Supervisor via phone, in writing, or in person within five (5) days of the conclusion of the interview process. If the applicant wishes they can request that a denial response from an Administrative Supervisor be put in writing.

13-2: Transfers shall mean only those changes involving moves from one (1) site to another. Any transfer that would result in a change of salary classification will be handled under Article 12-3 Change in Job Classification.

13-2-1: A minimum of 3 applicants for transfer who meet the qualifications for the posted position shall be offered an interview.

13-2-2: Any applicant for transfer whose request is denied, or is not selected after interviews are held, shall be notified of the outcome by the Administrative Supervisor via phone, in writing, or in person within five (5) days of the conclusion of the interview process. If the applicant wishes they can request that a denial response from an Administrative Supervisor be put in writing.

13-3: Hiring Preference

13-3-1 Vacancy notification procedures (Article 12-2) have been created to allow administration access to the largest pool of qualified candidates. When identifying candidates for hire, preference shall be given to similarly qualified in-district applicants.

ARTICLE 14 - Administrative Reassignments and Transfers

14-1: **Administrative Reassignment** - When it is in the best interest of the total Education program, the Administrative Supervisor may reassign (that is, move from one position within a building to another) staff members.

- 14-2: **Administrative Transfer** - When it is in the best interest of the total Educational program, the Superintendent will initiate the transfer process in accordance with C.R.S 22-63-202, or other relevant statutes that may apply.
- 14-2-1: When such a transfer is initiated, the Superintendent or his/her designee and involved Administrative Supervisor will inform the staff member of the transfer in person indicating the reasons for the transfer. Written notification with reasons for the transfer shall be given at that meeting. Notification with reasons shall be given to the staff member at least ten (10) working days prior to the transfer. No employee shall be administratively transferred to a position for which they do not meet the qualifications.
- 14-3: Administrative Reassignment/Transfer shall not result in a lower placement on the salary schedule for one year unless the reassignment/transfer is based on lack of performance expectations. Notification with reasons shall be given to the staff member at least ten (10) working days prior to the reassignment.
- 14-4: Administrative Transfers and/or Reassignments which are exceptions to the schedule in Article 12-4-1 must be communicated to UVEA leadership, prior to the Administrative Reassignment/Transfer being executed.

ARTICLE 15 – REDUCTION IN FORCE (Licensed)

- 15-1: In accordance with C.R.S 22-63-202, a teacher may be suspended temporarily during the contractual period until the date of dismissal as ordered by the board pursuant to section 22-63-302 or may have his or her employment contract cancelled during the contractual period when there is a justifiable decrease in the number of teaching positions. A significant factor in determining which employees will be reduced will be based on consideration of teacher effectiveness as evidenced in the summative evaluation instrument in compliance with C.R.S. 22-9-106. Effectiveness shall be defined as an overall rating of satisfactory or effective or higher. After teaching effectiveness has been taken into account, the district shall use probationary and non-probationary status and the length of the teacher’s service in the district as criteria for the cancellation of a contract.
- 15-2: Any cancellation of an employment contract due to a justifiable decrease in the number of teaching positions shall be in accordance with Colorado law, including but not limited to the right to a hearing.
- 15-2-1: The Superintendent shall notify the Association as early as practical of the declaration of a Reduction in Force (RIF) with the anticipated number of positions to be reduced, as well as the rationale for such a reduction. The Superintendent and the Association shall then meet. The Superintendent shall make a good-faith effort to work with the Association on a way to implement the RIF with as little negative impact on Montrose RE-1J School District as can be attained, which may include offering a negotiated severance incentive which could be taken by any teacher where the result would be to eliminate or to limit the need for a RIF. It is understood, however, that the role of the Association is advisory only.
- 15-2-2: If teachers have been identified for a RIF, they will be notified via certified mail and email. The notification will include current and expected openings in the District, how to obtain a letter of reference, unemployment and insurance resources and other resources that might be useful.
- 15-2-3: When a transfer of an employee in connection with a RIF is deemed necessary by the superintendent, it shall be in accordance with Articles 13 and/or Article 14 in accordance with C.R.S. 22-63-203 (c.5) (I)
- 15-2-4: Nothing in this Article shall be interpreted as infringing on the Board’s right to non-renew a probationary employee in accordance with C.R.S. 22-63-203; any probationary employee may be non-renewed by the Board without regard to this Article. Failure to proceed in accordance with this Article shall not invalidate any non-renewal nor shall such failure provide any basis for challenge of a non-renewal.
- 15-3: If a non-probationary teacher rated as effective has been RIF’ed, for a period of one (1) year following the Reduction in Force, when positions become available in a particular endorsement area where cancellation of employee contracts occurred, such positions shall be offered to those employees with endorsement in that area whose contracts were cancelled in the reverse order of cancellation.
- 15-4: Probationary teachers and non-probationary teachers rated below effective that have been RiF’ed may apply to be in an interview applicant pool after the overall process for non-probationary teachers that were rated effective has been exhausted or has expired.

- 15-5: For Salary Purposes, an employee returning pursuant to section 3 shall be placed according to the following:
- 15-5-1: If the employee returns within the same academic year in which reduced in force he/she shall be placed in the same step/lane as when the employee left.
- 15-5-2: If the employee returns the following academic year and serves as a contracted teacher in a position comparable to that occupied when reduced in force, the employee shall receive credit for such year when placed on the salary schedule.
- 15-5-3: As statutes or CDE rules change this policy will be revisited by the Uncompahgre Valley Education Association and Montrose County School District on a yearly basis if needed to ensure compliance with the law.

ARTICLE 16 – REDUCTION IN FORCE (ESP)

- 16-1: When it is the best interest of the students enrolled in the School District, the Board may cancel employment contracts of ESP staff without penalty to the District when there is a justifiable decrease in the number of ESP positions within a particular employment classification.
- 16-2: The Superintendent shall notify the Association as early as practical of the declaration of a Reduction in Force (RIF) with the anticipated number of positions to be reduced, as well as the rationale for such a reduction. The Superintendent and the Association shall then meet. The Superintendent shall make a good-faith effort to work with the Association on a way to implement the RIF with as little negative impact on Montrose RE-1J School District as can be attained, which may include offering a negotiated severance incentive which could be taken by any ESP staff, where the result would be to eliminate or to limit the need for a RIF. It is understood, however, that the role of the Association is advisory only.
- 16-2-1: If ESP staff have been identified for a RIF, they will be notified via certified mail and email. The notification will include current and expected openings in the District, how to obtain a letter of reference, unemployment and insurance resources and other resources that might be useful.
- 16-2-2: When a transfer of an employee in connection with a RIF is deemed necessary by the superintendent, it shall be in accordance with Articles 13 and/or Article 14.
- 16-2-3: Nothing in this Article shall be interpreted as infringing on the Board’s right to non-renew an unsatisfactorily-rated ESP employee; any unsatisfactorily-rated ESP employee may be non-renewed by the Board without regard to this Article. Failure to proceed in accordance with this Article shall not invalidate any non-renewal of an unsatisfactorily-rated ESP staff, nor shall such failure provide any basis for challenge of a non-renewal.
- 16-3: Employees currently serving in an employment classification which is subject to a reduction in force shall be laid off in the inverse order of their seniority as continuously employed, **satisfactorily-rated** employees of the School District. For the purposes of this section, seniority refers to the employee’s most recent period of continuous satisfactory employment. The parties understand and agree that the term “employment classification” as used in this section refers to the general titles of the respective salary schedules.
- 16-4: Qualified employees with satisfactory service shall be recalled in reverse order of the RIF from a list created at the time the RIF took place. The recall list and any remaining names will expire one year after its creation. Employees shall be recalled in reverse order of RIF, and previous salary placement and benefits shall be restored. Paid-out Sick Leave may be re-purchased at the same rate as when the RIF occurred.

ARTICLE 17 - PERSONNEL FILES

- 17-1: Upon request, staff members will have the right to review the contents of their personnel files and make copies of any documents contained therein. All District personnel file contents shall be kept on file within the District Office.
- 17-2: No material derogatory or positive that reflects a staff member’s conduct, services, character or personality will be placed in his/her files unless the staff member has had an opportunity to view such material and affix his/her signature and date, in a timely fashion, to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The staff

member may submit a written answer, which should be dated, to such material and the reply shall be reviewed by the Superintendent or designee and attached to the file copy.

- 17-3: A staff member may be accompanied by his/her Association Representative when reviewing his/her personnel file.
- 17-4: Personnel files maintained by the individual's Administrative Supervisor will be subject to the following conditions:
- a. Staff members will have the right to review the contents of the files and make copies of any documents contained therein.
 - b. No material derogatory or positive that reflects a staff member's conduct, services, character or personality will be placed in his/her files unless the staff member has had an opportunity to view such material and affix his/her signature and the date, in a timely fashion, to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The staff member may submit a written answer, which should be dated, to such material and the reply will be attached to the file copy.
 - c. A staff member may be accompanied by his/her Association Representative when reviewing his/her site personnel file.
- 17-5: All personnel files are subject to Colorado Open Records Laws.
- 17-6: District personnel files are located in the District Office. Site personnel files are located in the building Administrative Supervisor's office. Original personnel documents must remain in the files. Staff members may request copies of any or all documents.

ARTICLE 18 –EVALUATION

- 18-1: **Licensed Educator's Evaluation:** The Board, District, Association, and the MCSD 1338/191 committee have established an evaluation system that is fair, effective, credible, and has a professional quality, utilizing Colorado Department of Education (CDE) guidelines with professional rubrics developed by the CDE. It is recognized that among reasons for the evaluation of licensed personnel, the following are important:
- Encourage continuous collaboration,
 - Promote professional growth throughout all stages of teachers' careers,
 - Support ongoing learning and training through collaboration, accountability, reflection and growth.
- Guiding principles of the MCSD evaluation system:
- Support an ongoing collaborative culture of professional inquiry and structured reflection,
 - Provide trained evaluators with a structure for consistency of judgment and documentation,
 - Honor and support teachers in different stages of their careers,
 - Support teachers as they assume diverse roles within their schools and extended learning communities, and
 - Support school/district initiatives.
- 18-2: The designated Administrative Supervisor will orient all teachers under their supervision to the evaluation procedures prior to September 1st. At the same time, teachers shall be advised as to who shall observe and evaluate their classroom teaching performance.
- 18-3: Sources of information for the evaluation of teachers include formal or informal observations that collect any data relevant to a teacher's performance to create a body of evidence.
- Evaluation - a yearlong collaborative process that incorporates reflection of evidence and feedback to determine educator effectiveness.
 - Observation - any opportunity that allows for the direct collection of evidence on professional performance.
 - Formal Observation - a minimum of 30 continuous minutes of observation with a post observation conference.
 - Summative Evaluation Report – cumulative rating as defined by the CDE Educator Effectiveness Bill.

- 18-4: A copy of each observation shall be given/mailed to the teacher. For formal observations a post-conference must be held between the teacher and the evaluator within five (5) days of the date of the formal observation.
- 18-5: Any standard identified as basic or any final rating of ineffective or partially ineffective will be addressed through an improvement plan with identified timelines for the teacher to demonstrate progress toward proficiency. An administrator, at their discretion, may place a teacher on an annual summative cycle. If the standard identified as basic persists, or the final rating does not exceed partially effective for the second consecutive year, the evaluator shall either make additional recommendations for improvement or reserves the right to terminate the employment relationship pursuant to Colorado Law.
- a. Moving teachers from non probationary to probationary:
 - i. 2 consecutive years of less than proficient ratings will result in the licensed staff being placed on probationary status at the beginning of year three.
 - b. Moving teachers from probationary to non probationary:
 - i. 3 consecutive years of the Final rating being Proficient or above.
 - c. Moving teachers from probationary to non probationary with non- proficient rating in the middle:
 - i. 1st year of a proficient rating after receiving a non-proficient rating starts the sequence count of 3 consecutive years.
 - d. Appeal process (Article 18-12)
- 18-6: The evaluation of non-probationary teachers shall include a minimum of one (1) formal observation and two (2) informal observations that culminate in (1) annual summative report, with final rating every year completed prior to (10) days before the last day of classes for the school year.
- 18-7: The evaluation of probationary teachers shall include two (2) formal observations and four (4) informal observations that culminate in one (1) annual summative report every year. The annual summative report, with final rating, must be completed prior to ten (10) days before the last day of classes for that school year.
- 18-8: Any teacher, for whom a written annual summative report is made, will sign such evaluation to indicate that the teacher is aware of its contents and will be furnished with a copy of the report. Both parties will acknowledge that the material has been reviewed by signing all copies to be filed, with the understanding that a signature does not necessarily indicate agreement with all of the contents of the evaluation. It is further understood that the signature on the evaluation does not indicate that the teacher has waived any rights or protections provided by law or any terms of this Agreement.
- 18-9: If a teacher feels that the annual summative evaluation is incomplete or inaccurate, the teacher may put any objections in writing and have them attached to the annual summative report to be placed in the teacher's personnel files.
- 18-10: All teachers will conduct a self-assessment, complete a Professional Growth Plan and establish a meeting to discuss them with their evaluator by October 1. Midyear reviews will be completed by January 15 of the evaluation year.
- 18-11: Any teacher with written deficiencies shall be advised of such deficiencies by their administrator. The teacher will be provided by said administrator with assistance and support to enable the teacher to address the deficiencies within a written agreed upon timeline between the parties. Any teacher unable to address the identified deficiencies within the written timelines and subsequent recorded observations shall remain on an improvement plan as described in 18-5 and pursuant to Colorado Law.
- 18-12: Any teacher who believes their evaluation was arbitrary or unfair has a right to appeal.
- 18-12-1: **Licensed employee appeals process:**
1. Submit in writing to their evaluator the staff member's objections to the rating or final rating of ineffectiveness in their evaluation. (10 days)
 2. Meet with their evaluator in person to discuss disagreements with regards to the evaluation, its records, or artifacts and find consensus.
 3. Request in writing within (10 days) an appeal to review the licensed staff member's final rating of ineffectiveness with the Deputy Superintendent/HR Department.

4. The Deputy Superintendent/HR Department will review the body of evidence for the licensed staff member and make a final decision.
The review of the body of evidence may include, but does not require, the Deputy Superintendent/HR Department to meet with either the administrator or the licensed staff person.
5. The Deputy Superintendent/HR Department will put their findings in writing within 10 days of the appeal request and notify both the licensed staff person, and the evaluator of those results.
6. All decisions of the Deputy Superintendent/HR Department will be final.
If the outcome of the appeal to the Deputy Superintendent/HR Department is not satisfactory to the licensed staff member, the staff member may request arbitration.

18-13: **Educational Support Professionals (ESP) Evaluation:** The purpose of the ESP evaluation system is to improve the quality of our classified employees through:

- Measuring professional growth, development and performance
- Promoting and improving communications between the employee and the Supervisor(s)
- Providing insight and feedback regarding the employee’s performance, including areas of strength and opportunities for growth, in targeted areas of improvement
- Providing recognition for outstanding performance
- Ensuring that consistent procedures and uniform performance standards are used for the evaluation of all ESP

ESP employees will be evaluated annually. Each ESP staff person will receive a minimum of one mid-year review based on formative data and one written summative evaluation during each year.

ARTICLE 19 - DUTIES

- 19-1: Within each building, all work day duties will be equitably assigned.
- 19-2: All licensed staff will be provided with thirty (30) consecutive minutes of duty free lunch. All lunch duty assignments will be assigned on an equitable basis depending upon the percentage of FTE of each staff member. When lunch duty occurs within the duty free lunch time, staff may choose either: a) free lunch or b) equivalent flex release time within one week. Flex time may be taken during the required time a staff member is expected to be at school before and after the bell rings, not to interfere with job assignment or responsibilities.
- 19-3: All ESP staff will be provided with thirty (30) consecutive minutes of a rest/meal period. All lunch duty assignments will be assigned on an equitable basis depending upon the percentage of FTE of each staff member. When lunch duty occurs within the rest/meal period, staff may choose either: a) free lunch or b) equivalent flex release time within one week c) time card and receive compensation. Flex time may be taken during the required time a staff member is expected to be at school before and after the bell rings, not to interfere with job assignment or responsibilities.

ARTICLE 20 – FACILITIES USE COVERAGE

20-1: Montrose County School District (MCSD) and Uncompahgre Valley Education Association (UVEA) have entered into an agreement on the best way to provide custodial coverage for any events that take place on weekends, non-student contact days and paid holiday leave when, in accordance with Master Agreement language, Article 1-8, custodians are not contracted to be in the building.

It is agreed that:

- 1) Substitute custodians will be used to cover these events when they have hours remaining in the work week after coverage has been provided for all regularly scheduled contracted custodial absences during the work week.
- 2) If no substitute is available, a contracted custodian may be requested by the Property Services Supervisor or designee to “swap” out a regular work day to cover an event taking place outside of the contracted work week, provided that the “swapped” day falls within the same pay period week – i.e. Sunday through Saturday of the same week.

- 3) In the event that either of the previous actions does not meet the needs of coverage, a contracted custodian will work the event to be paid at the overtime rate of time and a half of their current rate of pay.

At no time will any contracted custodian be required to “swap” a day or work overtime or provide any service, outside of the defined work week in the Master Agreement (Article 1-8). All coverage outside of the regular work week provided by a contracted custodian will be on a volunteer basis only.

ARTICLE 21 - PREPARATION TIME/LICENSED STAFF

- 21-1: Every licensed staff will be scheduled with one individual planning time each day. No meetings or duties will be assigned during this time, with the exception of IEP or other meetings required by law. Individual planning time will be provided at a time during the instructional school day. “Instructional school day” is the period of time when students are in regularly scheduled classes.
- 21-2: Collaborative planning time within the contracted workday may consist of, but is not limited to, meetings such as PLC, ILP, IEP, ELL, literacy, grade-level, department, intervention, or articulation.
- 21-3: Elementary teachers will have a minimum of 250-minutes of individual planning time each week. Individual planning must be at least 30-minutes in an uninterrupted daily block. Kindergarten teachers will receive a minimum of 25 minutes in an uninterrupted daily block per section with full day Kindergarten teachers receiving a minimum of 250-minutes of individual planning time each week. In the case that a teacher is unable to be scheduled with a daily plan, he/she will have no duties for that day.
- 21-4: Secondary school teachers will have a minimum of 250 minutes of planning time per week with the intent of a daily planning period. These periods are to be the length of a regular class period. In the case that a teacher is unable to be scheduled with a daily plan, he/she will have no duties for that day.
- 21-5: When there is an alteration in the regular daily schedule (i.e. special events), every effort will be made to adjust planning time to meet the minimum number of planning time minutes as agreed above.

ARTICLE 22 – PROFESSIONAL LEARNING COMMUNITIES

- 22-1: PLC consists of collaborative work in processes of collective inquiry and action research, using shared data to achieve better results for the students. PLCs operate under the assumption that the key to improved learning for students is continuous job-embedded learning for the team.
- 22-2: PLCs operate under the guidance of the school’s shared mission, vision, values, and goals within the designated district guidelines. Seventy (75) minutes each week is set aside on Wednesday afternoons for teams to meet as school or district-wide grade level/department teams.

ARTICLE 23 - STUDENT DISCIPLINE

- 23-1: In dealing with disruptive students, any person employed by the District may within the scope of his/her employment (any school grounds at any time during school related functions), use reasonable and necessary physical intervention or force as appropriate for the following purposes:
 - a. To prevent or restrain a student from an act of wrongdoing;
 - b. To quell a disturbance threatening physical injury to others;
 - c. To obtain possession of weapons or other dangerous objects upon a student or within the control of a student;
 - d. For the purpose of self-defense;
 - e. For the protection of persons or property;
 - f. To maintain discipline and a safe environment.
- 23-2: Any such acts are not in conflict with the legal definition of child abuse and shall not be construed to constitute corporal punishment within the meaning and intention of this policy.
- 23-3: Employees of Montrose County School District RE-1J will be informed of Student Discipline Policy and specifically School Board Policy JKA-Use of Physical Intervention for district employees.

ARTICLE 24 - STAFF PERSONAL SECURITY AND SAFETY

- 24-1: The School District will be vigorous in its protection of all employees from physical and/or psychological abuse.
- 24-2: The following procedures shall be followed in instances of assault, disorderly conduct, harassment, knowingly making false allegations of child abuse, or any alleged offense under the “Colorado Criminal Code” by a student directed toward a teacher or school employee. These same procedures shall be followed in instances of damage by a student to the personal property of a teacher or school employee occurring on School District premises or while performing his/her duties and responsibilities.
- a. The staff member shall file a written complaint with the building principal, the immediate supervisor, the Superintendent or designee and the Board.
 - b. The principal, after receipt both of the complaint and adequate proof of the charges, shall suspend the student according to the Montrose County School District RE-1J Behavior Consequence Matrix in accordance with established procedures.
 - c. The Superintendent shall initiate procedures for the further suspension or expulsion of the student when deemed necessary.
 - d. The Superintendent or designee shall be informed of the incident(s) and will report to the appropriate law enforcement agency.
- 24-3: The following procedures shall be followed in instances of assault, disorderly conduct, harassment knowingly making false allegations of child abuse, or any alleged offense under the “Colorado Criminal Code” by a non-student directed toward a teacher or school employee. These same procedures shall be followed in instances of damage by a non-student to personal property of a staff member occurring on School District premises or while performing his/her duties and responsibilities.
- a. The staff member shall file a written complaint with the building principal, the Superintendent's office and the Board.
 - b. The Superintendent or designee shall be informed of the incident(s) and will report to the appropriate law enforcement agency.

ARTICLE 25 - CLASS SIZE POLICY AND REGULATION

- 25-1: The Board is aware that class size has bearing upon effective teaching. It therefore directs the Superintendent (or his/her designee) to work with principals in establishing a reasonable and equitable class enrollment for each teacher.
- 25-2: The Board understands that achieving this goal is dependent upon the financial ability of the District. In determining the size of various classes, the administration will consider the following factors:
- a. The type of load, which will help the teacher, be most effective with the students in the class.
 - b. The number of exceptional needs students assigned to the class and the level of service required for each of them.
 - c. Required preparation and correction time for the particular class.
 - d. Physical makeup of the classroom and its equipment to ensure the safety of the students and teacher.
- 25-3: Board Regulation for Class Size - The "Board Policy" on class size directs the Superintendent (or his/her designee) to work with principals in establishing a reasonable class size. This policy further lists factors to consider when assessing needs to provide quality education for students.
- 25-3-1: If, after consideration of these factors, the teacher and/or supervisor ascertain that the class size is such that effective teaching is impaired, the teacher and/or supervisor will then put in writing the rationale for addressing the concern.
- 25-3-2: The written concern will be addressed by the immediate supervisor or principal within three (3) days. This reply will be in writing with copies to the Superintendent or his/her designee.
- 25-3-3: The Superintendent or designee will evaluate the concern over class size and inform all interested parties of the decision within ten (10) school days.

ARTICLE 26 - INSTRUCTIONAL MATERIALS - Reference Board policy

ARTICLE 27 - PUBLIC COMPLAINTS ABOUT THE CURRICULUM OR INSTRUCTIONAL MATERIALS – Reference Board policy

ARTICLE 28 - PARENT-TEACHER CONFERENCES

28-1: When teachers are required to attend Parent-Teacher Conferences after regular school hours, compensatory time (as available under State Law or State Guidelines) will be granted during school hours either before or after the parent conferences.

ARTICLE 29 - STANDING COMMITTEES

29-1: **Catastrophic Leave Bank Committee** - There shall be a Catastrophic Leave Bank Committee to administer the Catastrophic Leave Bank.

29-1-1: The Catastrophic Leave Bank Committee will consist of three (3) teachers and three (3) ESP representatives appointed by the UVEA, one Administrator/Supervisor appointed by the Superintendent or his/her designee. Each appointee from UVEA will serve for a three-year rotating term; with two new appointments each year. A member may be reappointed if approved by UVEA.

29-1-2: The Committee will enforce procedural guidelines for dealing with requests for Catastrophic Leave Bank days, which shall include, but not be limited to, an appeal process for members whose requests for Bank days are denied. The committee members will participate in HIPPA training, sign appropriate letters of confidentiality, and abide by HIPPA and District confidentiality guidelines.

29-1-3: The Committee shall meet once each month to review requests for Bank days. A majority decision will be made by vote of all of the Committee members. The Committee shall respond in writing to the applicant within 5 days of submission of a completed request. Copies of decisions will be given to all Committee members and the UVEA Secretary. If a request is denied, the Committee shall state the reasons for the denial and shall advise the member of his/her right to appeal the decision (see 10-1-7).

29-1-4: The Committee shall not discriminate on the basis of age, sex, religion, national origin, race, marital status, sexual orientation, genetic information, pregnancy, or membership or non-membership in the Association.

29-1-5: A designated Association member of the committee shall maintain a master file of all transactions of the committee and the number of Catastrophic Leave Bank days available. An annual accounting of transactions and Catastrophic Leave Bank days used and available will be presented to the UVEA Secretary and to the Superintendent or his/her designee.

29-2: **Special Grants Fund Committee/Licensed** - There shall be a Special Grants Fund Committee consisting of five (5) members appointed by UVEA and one (1) member appointed by the Administration. It is recommended that the representation include members from Licensed and ESP staff. This committee will establish procedures and guidelines for screening and granting requests.

29-3: **Leave Committee/Licensed** - There shall be a Leave Committee consisting of three (3) teachers appointed by the UVEA and two (2) Administrators. The Leave Committee shall be responsible for recommendations to the Superintendent for Sabbatical Leaves, Educational Leaves, Travel Leaves and Travel Credit. The Leave Committee shall meet according to Addendum A to act upon requests. The committee will forward a written recommendation to the Superintendent of Schools.

ARTICLE 30 - CURRICULUM COMMITTEE WORK/LICENSED STAFF

30-1: The District values the role of teachers in curriculum work and professional development. When a teacher agrees to designated district approved curriculum work and/or professional development outside the regular day, that teacher will be compensated at a rate of \$35.00 per hour. The District and/or teacher may request CDE credit for all said work. A teacher may elect to receive credit for the purposes of salary advancement in lieu of payment.

ARTICLE 31 - DISTRICT ACTIVITIES PASS

31-1: All employees in the District shall be provided with a District activities pass valid for the employee and the employee's guest. (Tournaments excluded.)

- 31-2: All employees who retire from the District shall be provided with a life-time District activity pass valid for the retiree and the retiree's guest. (Tournaments excluded.)

ARTICLE 32 - DUES DEDUCTION

- 32-1: The Board agrees to deduct from the salaries of employees dues for the Uncompahgre Valley Education Association, the Colorado Education Association and the National Education Association, and to transmit all such monies to the Association monthly after the deductions have been made. Statements that an employee desires dues deducted by the Board will be in writing and signed by the employee. Other salary deductions not required by law, shall be made at the discretion of the Board upon receiving a signed application from the employee.

ARTICLE 33 - EDUCATIONAL TRAVEL CREDIT/LICENSED

- 33-1: Request for Educational Travel Credit will be submitted to the Leave Committee. A maximum of one (1) semester hour of in-district credit can be earned in a three (3) year period upon the satisfactory documentation of the completion of approved educational travel judged to have special significance for increasing the skills of the teacher, provided:
- a. that the travel is educational in design to broaden the teacher's resources for teaching children.
 - b. that the trip is planned in advance by the teacher; that plan shall include trip objectives and the rationale for increasing the skills of the teacher and shall have prior approval of the District.
 - c. that within thirty (30) days of completion of the travel, the teacher shall submit a report to the District; the report shall be written to indicate the educational value to oneself and to others and shall include a summary of information gained as a result of the trip as related to the objectives of the trip.
 - d. that if college credit is claimed for educational travel, the same educational travel is NOT used again in this section.
- 33-2: A maximum of one (1) semester hour per five (5) year period may be applicable to Colorado Department of Education renewal.

ARTICLE 34 - INSURANCE

- 34-1: **Medical/Dental/Vision Insurance** -The District will pay a negotiated amount for medical/dental/ vision insurance. Insurance Committee decisions regarding health insurance premium rate changes for the following contract year will be completed by April 15 of each year and communicated to the Joint Negotiations Team.
- 32-2: There will be an "open window" for the purpose of enrollment and/or change of coverage between the dates of November 10 and December 10. If approved, in order for coverage to begin January 1, enrollment must be completed between November 10 and December 10.
- 34-2: **Group Life Insurance** - The Board of Education shall make available to the employee a group life insurance plan. The Board shall pay for the \$50,000.00 term life insurance policy. The employee may opt to purchase more at the District's rate.

ARTICLE 35 - RETIREMENT BONUS

- 35-1: All PERA Retirees not covered by the Retirement Bonus Program may work in a position subject to membership up to 110 days or 720 hours per calendar year for one additional year (Refer to the Post Retirement Re-employment Option available through the District Personnel Office. If working four (4) hours per day or less, a total of 720 hours may be worked in the calendar year.
- 35-2: **Retirement Bonus/Licensed:** It is the policy of this District to provide a retirement bonus for all licensed personnel who were employed (as referenced in Definition 1-9) prior to May 1, 1986, and who fulfill the following conditions:
- a. The employee must be a full-time employee at the time of applying for the bonus.
 - b. The employee must have a minimum of twenty (20) years of full-time service of which the last ten (10) years must be continuous within the District. Approved leaves shall not be considered breaks

in continuous full-time service. Such leave time, however, shall not be included in the employee's total years of service.

- c. Any employee vested in (qualifying for) the Early Retirement Program as described in the Master Contract expiring August 31, 1996, shall, when that contract expires, be allowed to use up to seven (7) years of full-time experience out-of-district, as continued credit for those years under this Retirement Bonus program.
- d. Any employee not vested in (not qualifying for) the Early Retirement Program at the time of the Master Contract expiring August 31, 1996, will not receive credit for out-of-district experience.

35-2-1: An employee planning to participate in this program must make a formal written request by February 1 for the retirement to be effective August 31st of the same year.

35-2-2: Eligible employees shall receive bonus payments according to the following schedule:

<u>Years of Service</u>	<u>Percent of 2003-2004 Salary *</u>
20	80%
21	84%
22	88%
23	92%
24	96%
25 and Beyond	100%

* Does not include longevity.

Retirement bonuses approved on or before August 31, 2003 will be paid on or before February 15 of the school year following retirement. Retirement bonuses approved after August 31, 2003 will be paid on or before March 15 of the school year following retirement. All retirement bonuses will be paid in accordance with article 33-2-3 of the Master Contract.

35-2-3: An employee may elect one of the following options for payment:

Full Payment

- a. Full payment may be awarded in three (3) equal annual installments.
- b. Full payment may be awarded in five (5) equal annual installments.

70% (Discounted) Payment

- c. 70% (discounted) payment may be awarded in one lump sum payable February 15 (for those approved on or before August 31, 2003) and March 15 (for those approved after August 31, 2003) of the school year following retirement.
- d. 70% (discounted) payment may be awarded in two (2) equal installments payable December 15 and January 15 following retirement.
- e. 70% (discounted) payment may be awarded in three (3) equal annual installments.
- f. 70% (discounted) payment may be awarded in five (5) equal annual installments.

An employee electing option c, d, e, or f (70% discounted payment) may choose to be employed by the District for one additional year at the salary, which he/she would normally receive under the contract.

35-2-4: An employee who terminates services under the Retirement Bonus Program shall be reimbursed up to ninety (90) days of accrued and unused sick leave. The reimbursement shall be computed by multiplying the number of unused days up to 90 by 100% of substitute pay in effect at the time of retirement.

35-2-5: In the event of an employee's death after the date of approval of retirement and prior to having received full retirement payments, the employee's designated beneficiary will receive 100% of the balance of the remaining benefit following selected payment program.

35-2-6: Participation in the Retirement Bonus Program becomes effective upon approval by the Board of Education. The Superintendent of Schools or his/her designee shall review all requests for participation in the Retirement Bonus Program.

35-2-7: Any change(s) in the bonus provided by this retirement bonus plan made by the Board shall not apply retroactively to individuals already receiving early retirement bonus payments unless specifically provided for in the revision of the plan made by the Board.

35-2-8: A year of service shall be defined as regular, full-time employment by the District of at least 87 school days during the first year of employment and full school years as determined by the official school calendar adopted by the Board each year thereafter. Active full-time employment shall be defined as employment for at least four (4) hours per day.

35-2-9: Participation in the Retirement Bonus Program shall not exclude the retiree from future part-time employment with the District. Current PERA guidelines restricting the number of working days and hours of retired personnel, will apply. Refer to Post Retirement Re-employment Option available through the District Personnel Office.

35-2-10: To continue retirement benefits elected under this plan, the retiree must provide a current and correct address at all times.

35-3: **Retirement Bonus/Educational Support Professionals:** It is the policy of this District to provide a retirement bonus for all ESP who were employed (as referenced in Definition 1-9) prior to May 1, 1987, and who fulfill the following conditions:

- a. The employee must have a minimum of thirteen (13) continuous years of service within the District. Approved leaves shall not be considered breaks in continuous service. Such leave time, however, shall not be included in the employee's total years of service.

<u>Years of Service</u>	<u>Percent of 2003-2004 Salary</u>
13	50%
14	55%
15	60%
16	65%
17	70%
18	75%
19	80%
20	85%
21	90%
22	95%
23	100%

- b. An employee planning to take advantage of this plan must sign and submit necessary forms for retirement under this program ninety (90) days prior to actual date of retirement.

- c. Retirement benefits will be paid on or before March 15th following retirement in two consecutive annual equal payments.

35-3-1: A PERA retiree may work in a position subject to membership up to 110 days or 720 hours per calendar year for one additional year (Refer to Post Retirement Re-employment Option available through the District Personnel Office). If working four (4) hours per day or less, a total of 720 hours may be worked in the calendar year.

35-3-2: In the event of a retired employee's death prior to having received full retirement benefits the employee's designated beneficiary will receive 100% of the remaining benefits.

ARTICLE 36 - SALARY AND BENEFITS (All salary schedules will be available on the district website www.mcsd.org)

36-1: Please refer to Article 14-2 Change in Job Classification.

36-2: **Licensed:** Salary and benefits will be based on a time percentage of contract being performed; i.e., a teacher employed for less than a full-time contract will be compensated in salary and fringe benefits on a percentage of time employed. The above shall apply to monetary compensation only, and not to "days" benefits.

36-2-1: All less than full-time teachers presently employed by the District as of January 1, 1985, will remain at their present benefit level or the benefit level in the above policy, whichever is greater, as long as they have continuous employment with the District.

36-3: **Educational Support Professionals:** Salaries and benefits are represented on the appropriate job classification schedule as per the negotiated agreement.

36-4: Expense authorization/Reimbursement for approved in-district travel as indicated by Board Policy DKC.

ARTICLE 37 - IN DISTRICT GRANT FUNDS

37-1: All **Licensed**: There shall be an In District Grant Fund established by the Board of Education in the sum of \$5,000 contributed yearly. Unexpended monies will carry over to the following budget year, and a cap of \$20,000 will be established for this funding. In District Grant Funds will be allotted for special projects, travel, workshops, related materials, and related expenses, excluding tuition.

37-1-1: Applications will be acted upon by the In District Grant Fund Committee. The decision of this committee is final. Funding will be provided once expenses have been approved and documented.

37-1-2: Dates for Application and reimbursement are as follows:

Fall Dates: September 15.....Application due
September 30.....Approved by
December 10Receipts due as documentation for reimbursements.

Spring Dates: March 1Application due
March 15Approved by
September 10.....Receipts due as documentation for reimbursements.

37-2: **Educational Support Professionals In District Grant Fund**: There shall be an In District Grant Fund established by the Board of Education in the sum of four thousand dollars (\$4,000) contributed yearly. In District Grant Funds will be allotted for training in the employee’s assignment area. A maximum of one hundred dollars (\$100.00) per person per contract year is allotted.

37-3: **Elementary After School Activities Fund**: There shall be an In District Elementary After School Activity Fund established by the Board of Education in the sum of \$5,000 contributed yearly. Elementary Activity Funds will be allotted for afterschool activities. Unexpended monies will carry over to the following budget year, and a cap of \$20,000 will be established for this funding.

37-3-1: Dates for Application and stipend pay out are as follows:

Fall Dates: September 1.....Applications available
September 10.....Applications deadline
September 15.....Committee Decision/Notification
January 15Verification of Completion to Principal
January 25Stipend paid out

Spring Dates: January 5Application available
January 15Applications deadline
January 22Committee Decision/Notification
May 15Verification of Completion to Principal
May 25Stipend paid out

38-1: DEFINITIONS/RIGHTS AND PROVISIONS

38-1-1: Any concerns by the Association or any individual employee that there has been a violation, misinterpretation or misapplication of this Master Contract, Board Policy, or administrative procedure shall be a grievance and shall be resolved through the grievance procedure.

38-1-2: Grievant shall mean the employee who asserts the grievance.

38-1-3: Association grievance is a complaint representing one or more employees on behalf of the bargaining unit. The grievance must be signed by at least 2 members of the Association Executive Council.

38-1-4: Neither the Board nor the Association nor any member of the administrative staff, shall take any reprisal affecting any person by reason of his/her participation in the grievance process.

38-1-5: The Association shall have the right to be present and to state its views at any level of the grievance procedure.

38-1-6 The grievant may be represented at any level of the grievance procedure by any person or persons of his/her choosing except that he/she may not be represented by any Representative or officer of any teacher organization other than the Association.

38-1-7: Forms for processing grievances are attached hereto as Appendix A.

38-1-8: The Board agrees to make available to the grievant and to the Association, upon request, all pertinent information, not privileged under law, in its possession.

38-1-9: The grievant, or any party in interest, shall have the right at all levels of grievance to cross-examine all witnesses called against him/her, to testify, to call witnesses on his/her behalf, and to be furnished with a written account of the proceedings.

38-1-10: Whenever it is necessary for a Representative or Representatives (maximum of three [3]) designated by the Association to attend a meeting or hearing called by the Superintendent during the school day, the Superintendent's office shall notify the appropriate Administrator(s). The Association Representative(s) shall be released to attend such meeting(s) without loss of pay.

38-1-11: The time limits provided in this Article shall be considered maximum but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship on any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

38-1-12: All written and printed matter dealing with the processing of a grievance will be filed separately from the District Office personnel files of the participants.

38-2: Purpose

38-2-1: Good morale is maintained, as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to personnel matters, which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level in the grievance procedure.

38-3: Informal Discussion of Concerns

38-3-1: Before submitting a formal grievance, an informal discussion of concerns must be held between the Administrative Supervisor and the person(s) concerned. This meeting must be held within fifteen (15) work days after the person(s) concerned knew of the act or condition. Either party may request an observer/recorder to be present at the meeting; the observer/recorder must be mutually acceptable to both parties. If a mutually agreed upon solution isn't found, then the concerned person (s) should move to the formal grievance process.

38-4: Procedure of Formal Grievance

38-4-1: Level I

38-4-1a: Within ten (10) work days after the informal discussion has occurred the employee may request a meeting to present, in writing, the grievance and resolution sought. Such meeting will occur within five (5) work days of the request.

38-4-1b: Following this meeting, the Administrative Supervisor will transmit his/her decision to the grievant, in writing, within five (5) work days. Such answer shall include the reasons upon which the decision was based.

38-4-2: Level II

38-4-2a: If the disposition at Level I is not satisfactory to the grievant, the grievance may be filed in writing with the Superintendent by the grievant and/or the Association within ten (10) work days.

38-4-2b: Within five (5) work days after receipt of the grievance, the Superintendent shall hold a meeting with the grievant and an Association Representative.

38-4-2c: Following this meeting, the Superintendent will transmit his/her decision to the grievant, in writing, within five (5) work days. Such answer shall include the reasons upon which the decision was based.

38-4-2d: A grievance filed by the Association shall begin at Level II (see 38-4-2).

38-4-3: Level III

38-4-3a: If the disposition at Level II is not satisfactory to the grievant and/or Association, the Association may submit the grievance to arbitration by written notice to the Superintendent within ten (10) work days. Within ten (10) work days after receipt of the Level III written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator. The arbitrator shall be selected in the manner provided for in Article 4-6-2.

38-4-3b: The arbitrator will have the authority to hold hearings and make procedural rules. He/she shall issue a report within thirty (30) calendar days after the date of the arbitration hearing. If oral hearings have been waived by either party, the report shall be issued within thirty (30) calendar days from the date final statements and evidence are submitted to him/her.

38-4-3c: All hearings held by the arbitrator may be in closed session by mutual agreement of the parties and no news releases shall be made concerning the process of the hearings.

38-4-3d: The arbitrator's report shall be submitted in writing only to the Superintendent, the Board and the Association. It shall set forth his/her findings of fact, rationale, conclusions, and recommendations on the issues submitted to him/her. The arbitrator's recommendations shall be consistent with law and the terms of the Master Contract. The report shall be advisory only and binding neither on the Board nor the Association.

38-4-3e: Within five (5) work days after receipt of the arbitrator's report, the Superintendent, the Board and the Association will meet to discuss the report. No public releases of information may be made until after such meeting.

38-4-3f: The Board shall take official action on the report of the arbitrator within thirty (30) calendar days of the meeting per 38-4-3e.

38-4-3g: Costs for the services of the arbitrator, including per diem expenses, actual and necessary travel expenses, and subsistence shall be shared equally by the parties.

ARTICLE 39 - EQUAL OPPORTUNITY EMPLOYMENT

39-1: The Parties subscribe to the fullest extent to the principles of the dignity of all people and of their labors. It also recognizes that it is both culturally and educationally sound to have persons of diverse backgrounds on the School District's staff.

39-2: It shall be the policy of the District to promote and provide for equal opportunity in recruitment, selection, promotion and dismissal of all personnel. Total commitment on the part of the District towards equal employment opportunity will apply to all people without regard race, religion, age, national origin, marital status, sex, sexual orientation, genetic information, or disability.

39-3: Every available opportunity will be taken to assure that the District does not discriminate in any area of employment, including job advertising, pre-employment requirements, recruitment, compensation, fringe benefits, job classifications, promotion and termination.

DURATION AND ATTESTATION

The Montrose County School District RE-1J and Uncompahgre Valley Association hereby agree to extend the terms of the current Master Contract Agreement through and including **June 30, 2019**. Any agreed upon and/or ratified changes in the Master Contract Agreement will immediately take effect and supersede any previous Master Contract Agreements. Salary changes are negotiated and ratified annually.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this **25th day of July, 2018**.

That this Agreement was approved and ratified by the Board of Education of Montrose County School District RE-1J, Colorado, upon motion properly made, seconded and passed by a majority of the Board on **June 12th, 2018** at a meeting called and conducted in accordance with law.

MONTROSE COUNTY SCHOOL DISTRICT RE-1J

By Tam West
President

Attest:

Therese Benziger
Secretary

That this Agreement was approved and ratified by a majority of the members of the Association, by ballot, in accordance with procedures set forth in the constitution of the Uncompahgre Valley Education Association.

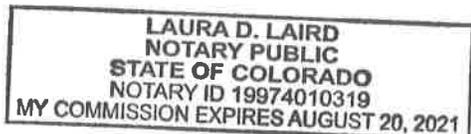
THE UNCOMPAHGRE VALLEY EDUCATION ASSOCIATION

By Kristin Keller By [Signature]
Co-President Co-President

Attest:

Allison Waffel
Secretary

(Seal)



Laura D. Laird
Notary Public

My commission expires 8/20/2021

APPENDIX A - GRIEVANCE FORM
Montrose County School District Re-1J

LEVEL I

Name of Grievant: _____ Date Filed: _____

Building: _____ Assigned Grade Level, Subject or Area: _____

Do you wish to be represented by the Association? _____

The alleged violation occurred on: _____ (date)

The alleged violation was brought to the attention of the principal or designee, _____
on: _____ (date).

Informal discussion of concerns occurred on: _____ (date)

Response from supervisor was received on: _____ (date)

Statement of Grievance: _____

Applicable Board Policy/Master Contract Reference Number(s): _____

Date of Request for Meeting: _____ Date Scheduled for Meeting: _____

Resolution Sought*: _____

Signature of Grievant: _____ Date: _____

Administrative Response to Statement of Grievance: _____

Signature of Administrator: _____ Date: _____

Level II must be filed on or before _____ (date)

*If additional space is needed, please attach additional sheets.

Copies to UVEA, Employee, Appropriate Supervisor, and Superintendent

LEVEL II Date Submitted to Superintendent: _____

Date Received by Superintendent: _____

Date of Superintendent's Hearing: _____

Decision of Superintendent: _____

Signature of Superintendent

Date

Date Transmitted to Grievant and/or Association: _____

LEVEL III Date of Notice to Submit to Arbitration: _____

Date Arbitrator Agreed Upon: _____

Date of Hearing/Submission of Statement and Evidence: _____

Arbitrator's Report: _____

Signature of Arbitrator

Date

Date of Board/Association Meeting: _____

Board Action: _____

Signature of Board President

Date

Addendum A
MONTROSE COUNTY SCHOOL DISTRICT RE-1J
APPLICATION DEADLINES

General Leave/Other Leave	Fall Semester	Winter Semester
Requested By:	March 1	October 1
Decision By:	March 15	October 15
Sabbatical Leave	Fall Semester	Winter Semester
Requested By:	February 1(for fall start)	October 1(for January start)
Decision By:	March 15	October 15
Declined by:	May 15	November 15
Educational Leave	Fall Semester	Winter Semester
Requested By:	April 1(for fall start)	November 1 (for January start)
Decision By:	April 15	November 15

Retirement Bonus requests February 1 for following contract year
February 15-District Notification of acceptance/denial

Special Grant Fund September 15 for Fall - March 1 for Spring
Elementary After School Activities Fund September 10 for Fall – January 15 for Spring

Education Travel Credit Request Once request is received, a decision will be made within ten (10) working days of receipt of request. The report will be submitted within thirty (30) days of completion of the travel.

Addendum B



**Classified Staff
Clock Hours Earned Schedule for
Salary Advancement**
Submit to the **Human Resources Office**
Revised May 2018

Name _____ Building _____ Date _____

The Superintendent or his/her designee will determine if coursework, conference or training opportunity qualifies for this extra pay incentive. Clock hours are figured dependent upon categories below. A maximum of twenty (20) hours may be considered toward the next contract year. Earned twenty (20) hours of approved coursework, conference or training opportunity is required to earn a twenty-six cent per hour raise. Hours exceeding twenty (20) in number will be carried over for a maximum of 5 years. **This form must be filled out completely with supporting MCSD certificate(s) or college transcript(s) for each coursework, conference or training opportunity listed. Non-district issued certificates must have a copy of the signed district pre-approval attached.** If carry-over hours are used, you must submit a copy of the previous years signed approval sheet. **Your Supervisor's signature is required prior to submitting.**

Category	Clock Hour %
1. District pays fees and employee attends on own time	100%
2. Employee pays fees and employee attends on own time	100%
3. District pays fees and employee attends on district time	0%
4. Employee pays for college credit and attends on own time	100%
5. Employee pays fees and attends on district time.....	0%
6. No fee required and employee attends on own time.....	100%
7. No fee required and employee attends on district time.....	0%

Previously Approved Hours Carried Over _____

Coursework, Conference, Training Opportunity Attended	Date(s)	Place	Category 1-7	Clock Hours	Hours Earned

Total Hours _____

This form must be returned to the Human Resources Office for any applicable salary increase. All hours must be submitted by **January 15th** to be considered for the following year's salary advancement, pending negotiations.

Supervisor Signature _____ Date _____

----- **Central Office Approval Below** -----

Total Approved Hours _____ (Carry Over Year 1 2 3 4 5) Hours Carried Over _____

Authorized Signature _____ Date _____

Addendum C



**Licensed Staff
Clock Hours Earned Schedule for
Salary Advancement
Submit to the Human Resources Office
Rev. May 2018**

Name _____ Building _____ Date _____

The Superintendent or his/her designee will determine if coursework, conference or training opportunity qualifies for salary advancement. Clock hours are figured dependent upon categories below. Fifteen (15) clock hours equals one (1) credit.

This form must be filled out completely with supporting MCSD certificate(s) or college transcript(s) for each coursework, conference or training opportunity listed. Non-district issued certificates must have a copy of the signed district pre-approval attached. Your Supervisor's signature is required prior to submitting.

Category	Clock Hour %
1. District pays fees and employee attends on own time.....	100%
2. Employee pays fees and employee attends on own time	100%
3. District pays fees and employee attends on district time	0%
4. Employee pays for college credit and attends on own time.....	100%
5. Employee pays fees and attends on district time.....	0%
6. No fee required and employee attends on own time	100%
7. No fee required and employee attends on district time	0%

Coursework, Conference, Training Opportunity Attended	Date(s)	Place	Category 1-7	Clock Hours	Hours Earned	Credit Earned

Total Hours _____ **Total Credits (15 hours = 1 credit)** _____

This form must be returned to the Human Resources Office for any applicable salary increase. Increases are in increments of ten (10) credits. All credits/hours must be submitted by **January 15th** to be considered for the following year's salary advancement, pending negotiations.

Supervisor Signature _____ Date _____

----- **Central Office Approval Below** -----

Total Accumulated Credits _____

Central Office Authorized Signature _____ Date _____

Addendum D

Application for Elementary After School Activities Fund

Montrose County School District RE-1J

Stipend for Fall/Spring

20__

Date of Application: _____

Name of Person(s) Making Application: _____

Name of Activity: _____

Location of Activity: _____

Length of Time of Activity in Total Weeks: _____

Anticipated Number of Hours* for Entire Semester/Year (circle one) for Activity: _____

*This is for time spent with students outside of the school day.

Approximate Number of Students: _____

If Applicable list any performances, competitions, travel, etc.: _____

Narrative Explanation of Activities and potential goals/outcomes: _____

Applicant(s) Signature: _____

Principal's Signature: _____

Timelines

Application Available	9/1 and 1/5
Application Deadline	9/10 and 1/15
Committee Decision/Notification	9/15 and 1/22
Verification of Completion to Principal	1/15 and 5/15
Stipend Paid Out	1/25 and 5/25

Please return the completed form **BY 9/10 (fall) or 1/15(spring)**

to:

Montrose County
School District
Human Resources Department
930 Colorado Ave.
PO Box 10000
Montrose, CO 81402

For Office Use Only: Received: Initialed:

Addendum E

**Montrose County School District RE-1J
IN DISTRICT GRANT FUND APPLICATION**

Name _____ Date _____

Address _____ Home Phone _____

_____ School _____

Current Assignment _____ Licensed or ESP (*must* circle one)

Specific Description of Proposal:

Goals and Objectives to be accomplished:

Brief Statement of Personal/Professional Growth:

Benefit to the District:

You may attach additional information or a statement of reasons why you feel your request should be granted.
Have you discussed this with your administrator? _____

Have funds been allocated from the school budget? _____ If you requested monies from other sources
indicate: source _____, amount received _____.

Expense Items	Amount
_____	_____
_____	_____
_____	_____
_____	_____
Total Request \$	_____

Signature of Applicant

FOR COMMITTEE USE ONLY

Dates for Application and reimbursement are as follows:

- Fall Dates: September 15..... Application due
- September 30..... Approved by
- December 10 Receipts due as documentation for reimbursements.
- Spring Dates: March 1 Application due
- March 15 Approved by
- September 10..... Receipts due as documentation for reimbursements.

Addendum F

**Licensed Personnel
Extended Leave Request
Montrose County School District RE - 1J**

TO: THE RE-1J BOARD OF EDUCATION

FROM: _____

DATE: _____

TYPE OF LEAVE: Sabbatical _____ Educational (Attach acceptance info) _____
Exchange Teacher _____ Parental _____ Public Office _____ Military Leave _____ Health _____ Other _____

SCHOOL OR UNIT: _____

POSITION: _____

DATES OF REQUESTED LEAVE: _____
(Last Working Date) (Expected Date of Return)

ANY ADJUSTMENT IN THESE DATES REQUIRES REAPPLICATION

SPECIFIC REASON FOR REQUEST: (Please include additional page if necessary)

I HAVE READ AND UNDERSTAND THE PROCEDURES AND POLICIES UNDER WHICH MY LEAVE IS REQUESTED.

(Employee Signature) (Date)
RECOMMENDATION OF SUPERVISOR: Approve Not Approved

(Supervisor Signature) (Date)
PLEASE COMPLETE AND RETURN TO:
OFFICE OF HUMAN RESOURCES RE-1J

HUMAN RESOURCES RECOMMENDATION:
Approve Not Approved

(Signature) (Date)
BOARD ACTION: Approve Not Approved

(Board President) (Date)
Both sides must be completed

I, _____, understand that I am eligible to continue my District health insurance, at my expense, for up to one year, while on authorized leave with Montrose County School District. I understand monthly premiums must be paid by the 15th of each month or coverage will be cancelled. No further notice for premium payment will be sent.

I ELECT to continue coverage (at my expense) _____

I ELECT **NOT** to continue coverage _____
(COBRA information will be sent by Plan Administrator)

Signature

Date

HR Department Representative

Date

Payroll Department Representative

Date

Addendum G

Montrose County School District RE-1J

Catastrophic Leave Bank Application Form

This application form must be filled out completely; incomplete forms will be returned. Application should be submitted to Human Resources at District Office.

Member Information:

(Please Print) Last Name First Middle

Mailing Address City State Zip Code

Assigned Site (School)/ Position Telephone Number (Home/Cell) Telephone Number

LIST NAMES OF THE PATIENT'S ATTENDING PHYSICIAN(S):

Name Business Address Business Phone

Name Business Address Business Phone

I have ___ days of leave. (Note: Leave days are the total days already accumulated and those that will accrue throughout the current contract year.) I am applying to the Catastrophic Leave Bank for ___ number of days.

Authorization for Verbal Release of Protected Health Information

My signature below constitutes my acknowledgement and permission for the Catastrophic Leave Bank Committee to obtain the health care information they need from my physician(s) in order to process my request for days from the Catastrophic Leave Bank. I understand that I may revoke this Authorization in writing at any time. However, my revocation will not apply to information already supplied by my physician(s) to the Committee. Unless I revoke my authorization in writing, this Authorization shall automatically expire 3 months from the date of my signature below.

Start Date of Requested Leave: ___ Expected Date of Return: ___

Please check one box: ESP [] Licensed [] Signature of Member Date

MUST BE FILLED OUT BY ATTENDING PHYSICIAN

Name of Patient and Relationship to Employee _____

Medical Diagnosis _____

I certify that _____ has been under my treatment and care and that this illness/injury, quarantine or non-elective surgery is such that it renders the employee unable to perform his/her work duties on a temporary basis or creates the medical need of assistance by employee. This employee needs approximately ___ days to attend to his or her spouse/ minor child/legal dependent or to recuperate and return to his or her assigned duties.

Date Physician's Signature

Date Physician's Signature

Only For CLB Committee Use –

Action Approved _____ **Not Approved** _____ **Date** _____

Reason: _____

Effective Date of Use: _____

Termination of Use: _____

Days Charged to Bank: _____

Signature of CLB Member

Signature of Human Resource Representative

Addendum H

COMMON DEFINITION – CRITICAL ILLNESSES

List of all 37 critical illnesses:

- 1 Major Cancers
- 2 Heart Attack
- 3 Stroke
- 4 Coronary Artery By-pass Surgery
- 5 Kidney Failure
- 6 Aplastic Anemia
- 7 Blindness (Loss of Sight)
- 8 End Stage Lung Disease
- 9 End Stage Liver Failure
- 10 Coma
- 11 Deafness (Loss of Hearing)
- 12 Heart Valve Surgery
- 13 Loss of Speech
- 14 Major Burns
- 15 Major Organ / Bone Marrow Transplantation
- 16 Multiple Sclerosis
- 17 Muscular Dystrophy
- 18 Paralysis (Loss of Use of Limbs)
- 19 Parkinson's Disease
- 20 Surgery to Aorta
- 21 Alzheimer's Disease / Severe Dementia
- 22 Fulminant Hepatitis
- 23 Motor Neuron Disease
- 24 Primary Pulmonary Hypertension
- 25 Terminal Illness
- 26 HIV Due to Blood Transfusion and Occupationally Acquired HIV
- 27 Benign Brain Tumor
- 28 Encephalitis
- 29 Poliomyelitis
- 30 Bacterial Meningitis
- 31 Major Head Trauma
- 32 Apallic Syndrome
- 33 Other Serious Coronary Artery Disease
- 34 Angioplasty & Other Invasive Treatment For Coronary Artery
- 35 Progressive Scleroderma
- 36 Systemic Lupus Erythematosus with Lupus Nephritis
- 37 Loss of Independent Existence

Addendum I

***Memorandum of Understanding 2017-18* (for 18-19 contract year)
Joint Study Committees and Time Lines
Montrose County School District RE-1J and UVEA agree to the following:**

Contract Language Updates and Other Issues:

- a. MOU 2018-2019 ECC Salary Schedule
- b. MOU 2018-2019 Salary Schedules
- c. Remaining TBD in the Fall of 2018



Motivate Collaborate Support Develop

930 Colorado Avenue ~ Montrose, Colorado 81401 mailing
PO Box 10,000 ~ Montrose, Colorado 81402 billing
970.249.7726 phone ~ 970.249.7173 fax ~ www.mcsd.org web

May 18, 2018

Tentative Agreement

Montrose County School District RE-1J (MCS D)
and
The Uncompahgre Education Association (UVEA)

ARTICLE 8 - Vacation

The Montrose County School District (MCS D) RE-1J and the Uncompahgre Valley Education Association (UVEA) agree to the following changes within **Article 8: Vacation**. Due to state law changes we agree to operate under the following language:

8-10 **Vacation**- applicable to twelve (12) month employees. Annual vacation schedules must be approved by each employee's Administrative Supervisor and/or Immediate Supervisor. The rate of vacation accrues annually and is dependent upon the length of service. After completion of one (1) year of employment, then ten (10) working days of vacation will be earned; after the completion of five (5) years of employment, fifteen (15) working days will be earned for vacation; after the completion of twelve (12) years of employment, twenty (20) working days will be earned for vacation.

Employees may take vacation days following six (6) months continual employment, up to one-half year's entitlement. In no event will vacation leave be granted prior to six months employment.

It is possible for an employee to accumulate a maximum of two (2) years accrued vacation time. Vacation days are not carried forward for more than two (2) years entitlement. Any vacation days earned beyond this amount but not taken before the contract termination date **will be automatically cashed out at the employees contracted rate as of the end of the contract period**. Payment for accumulated vacation days will be paid upon separation or death of an employee.

District Representative
Stephen Schiell
Superintendent

6/6/2018

Date

Association Representative
Keith Distel
UVEA Co-President

6-6-2018

Date

Kari Keller

Association Representative
Kari Keller
UVEA Co-President

6-6-18

Date



Motivate Collaborate Support Develop

930 Colorado Avenue ~ Montrose, Colorado 81401 mailing
PO Box 10,000 ~ Montrose, Colorado 81402 billing
970.249.7726 phone ~ 970.249.7173 fax ~ www.mcscd.org web

May 18, 2018

Tentative Agreement

Montrose County School District RE-1J (MCS D)
and
The Uncompahgre Education Association (UVEA)

ARTICLE 12, 13 and 14

Montrose County School District (MCS D) RE-1J and Uncompahgre Valley Education Association (UVEA) agree to the following changes to **Article 12: Vacancies, Article 13: Voluntary Staff Reassignment & Transfer and Article 14: Administrative Reassignment & Transfer.**

Article 12 – Vacancies

12-1: A vacancy shall mean a job opening created by:

- a signed resignation/retirement
- termination
- or the creation of a new job description/position

The Human Resource Office will notify UVEA in writing of **reduction of FTE's positions** that are determined to not be on-going and therefore no vacancy exists.

Twelve (12) month positions that are not being held because of extended leave or determined to be discontinued will be **filled posted until filled.** ~~within 90 days of vacancy according to Article 12-2.~~

12-2: Announcement of Vacancies

12-2-1: Position vacancies will post as follows:

- ~~1.~~ **a.** Building level vacancies (reassignments) will be posted, via e-mail and paper notice (posted at site), to all building staff. Interested candidates have 3 (three) business days to notify the building administrator of their interest, in writing or via e-mail, in the listed position.
- ~~2.~~ **b.** If there are no interested **and/or qualified** candidates in-building, the vacancy will be posted via district website electronic application system **as soon as possible.** Additionally, **a vacancy summary will be posted** hard copy (paper) ~~notification of any vacancy will be available at the~~ District Office and each building site **on Mondays and Thursdays.**

~~3.~~ c. The simultaneous posting for transfers and external candidates must run a minimum of 5 (five) business days.

~~12-2-2:~~ A vacancy summary will be posted at each building (excluding holidays and weekends) before any interviews are scheduled.

4. d. All postings will be identified with a closing date. **If no in-district candidates are identified and/or hired, the vacancy may be posted as "until filled."**

~~12-2-3~~ 5. e. During the summer, vacancy information will be available on the Web Site, available at District Office, ~~and faxed e-mailed (and posted)~~ to each building, **and posted via hard copy at each site.**

~~12-2-4:~~ will occur on Monday's and Thursday's (excluding holidays).

12-3: Change in Job Classification

12-3-1: When a change in position requires a change in job classification, step placement on the salary schedule for individuals other than on time card, will be determined by the following procedures:

~~12-3-2:~~ a. If the employee's change requires placement in a lower salary range, classification placement will be made in accordance with experience and ~~skill level~~ **job category**. This step placement will determine this employee's beginning step in the new classification. Subsequent step advancement will then occur in accordance with regular salary increments for each year.

~~12-3-3:~~ b. Exceptions may occur only when the top step of the new classification is lower than the current rate. The new salary shall remain at the same level if performing similar job tasks. If the change requires placement in a higher salary range classification, placement will be made at a rate not more than one step higher than the step preceding the transfer. Step placement will be based on experience and qualifications not to exceed three (3) steps above the current step.

12-4: Closing Vacancies

12-4-1: ~~For the sake of academic integrity,~~ Voluntary reassignments and/or in-district transfers will be considered up to 10 days before the start date of the posted **instructional** position. After the 10-day window has closed, in-district transfers will be considered as follows:

1. Instructional staff positions, to include teachers and classroom para-professionals, ~~will~~ **may** be filled as a **regular contract**, limited term contract (~~preferably~~) or as a long-term substitute until a qualified candidate can be found. **Positions filled with a limited term contract or as a long term substitute position** ~~These positions~~ will be re-posted with a regular contract, to be filled prior to the next academic year.

~~2. Librarians/Media Specialists, School Psychologists, OT/PT, Speech /Language, Library/Media paras~~ will be considered for transfer during the academic semester in which the opening was created.

~~12-4-2:~~ If positions go unfilled following the timelines in Article 12-2, the position can be re-posted with a regular contract. Standard hiring process will be followed.

Article 13- Voluntary STAFF REASSIGNMENTS and Transfers

13-1: **Reassignment** shall mean a change of position within the same site. Any reassignment that would result in a change of salary classification will be handled under Article 12-3 Change in Job Classification.

13-1-2: All applicants for reassignment who meet the qualifications for the posted position shall be offered an interview in the order indicated in Article 12-2-1.

13-1-3: In the event that only one reassignment request is received, the Administrative Supervisor shall have the right to make the assignment after an informal interview with the applicant. If more than one qualified reassignment request is submitted all applicants will receive an interview.

13-1-4: Any applicant for reassignment whose request is denied, or is not selected after interviews are held, shall be notified of the outcome by the Administrative Supervisor via phone, in writing, or in person within five (5) days of the conclusion of the interview process. If the applicant wishes they can request that a denial response from an Administrative Supervisor be put in writing.

13-2: **Transfers** shall mean only those changes involving moves from one (1) site to another. Any transfer that would result in a change of salary classification will be handled under Article 12-3 Change in Job Classification.

13-2-1: A minimum of 3 applicants for transfer who meet the qualifications for the posted position shall be offered an interview.

13-2-2: Any applicant for transfer whose request is denied, or is not selected after interviews are held, shall be notified of the outcome by the Administrative Supervisor via phone, in writing, or in person within five (5) days of the conclusion of the interview process. If the applicant wishes they can request that a denial response from an Administrative Supervisor be put in writing. ~~Additionally, interviewees will receive formal written notification of the outcome from the Superintendent or his/her designee.~~

13-3: **Hiring Preference**

13-3-1 Vacancy notification procedures (Article 12-2) have been created to allow administration access to the largest pool of qualified candidates. When identifying candidates for hire, preference shall be given to similarly qualified in-district applicants.

ARTICLE 14 - Administrative Reassignments and Transfers

14-1: **Administrative Reassignment** - When it is in the best interest of the total Education program, the Administrative Supervisor may reassign (that is, move from one position within a building to another) staff members.

14-2: **Administrative Transfer** - When it is in the best interest of the total Educational program, the Superintendent will initiate the transfer process in accordance with C.R.S 22-63-202, or other relevant statutes that may apply.

14-2-1: When such a transfer is initiated, the Superintendent or his/her designee and involved Administrative Supervisor will inform the staff member of the transfer in person indicating the

reasons for the transfer. Written notification with reasons for the transfer shall be given at that meeting. Notification with reasons shall be given to the staff member at least ten (10) working days prior to the transfer. No employee shall be administratively transferred to a position for which they do not meet the qualifications.

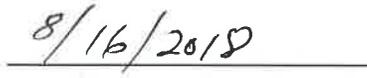
14-3: Administrative Reassignment/Transfer shall not result in a lower placement on the salary schedule for one year **unless the reassignment/transfer is based on lack of performance expectations.** Notification with reasons shall be given to the staff member at least ten (10) working days prior to the reassignment/**transfer.**

14-4: Administrative Transfers and/or Reassignments which are exceptions to the schedule in Article 12-4-1 must be communicated to UVEA leadership, prior to the Administrative Reassignment/Transfer being executed.

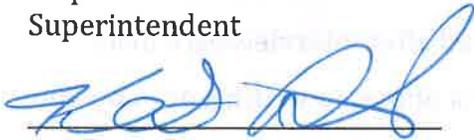
14-5: ~~If, in the opinion of the staff member and the Association, the reasons for the administrative reassignments/transfer are without substantiation, or that the employee's transfer is inappropriate based on the necessary qualifications for the job, such action shall be grievable.~~



District Representative
Stephen Schiell
Superintendent



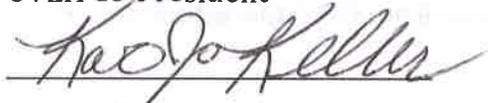
Date



Association Representative
Keith Distel
UVEA Co-President



Date



Association Representative
Kari Keller
UVEA Co-President



Date



Motivate Collaborate Support Develop

930 Colorado Avenue ~ Montrose, Colorado 81401 mailing
PO Box 10,000 ~ Montrose, Colorado 81402 billing
970.249.7726 phone ~ 970.249.7173 fax ~ www.mcsd.org web

May 18, 2018

Tentative Agreement

Montrose County School District RE-1J (MCS D)
and
The Uncompahgre Education Association (UVEA)

ARTICLE 26 – Instructional Materials and ARTICLE 27 – Public Complaints about the Curriculum or Instructional Materials

The Montrose County School District (MCS D) RE-1J and the Uncompahgre Valley Education Association (UVEA) agree to remove the following articles from master contract starting with the 2018-2019 year: **Article 26 – Instructional Materials and Article 27 – Public Complaints about the Curriculum or Instructional Materials.** The two articles can be referenced in Board of Education policy.

District Representative
Stephen Schiell
Superintendent

Date

Association Representative
Keith Distel
UVEA Co-President

Date

Association Representative
Kari Keller
UVEA Co-President

Date



Motivate Collaborate Support Develop

930 Colorado Avenue ~ Montrose, Colorado 81401 mailing
PO Box 10,000 ~ Montrose, Colorado 81402 billing
970.249.7726 phone ~ 970.249.7173 fax ~ www.mcsd.org web

May 18, 2018

Tentative Agreement

Montrose County School District RE-1J (MCS D)
and
The Uncompahgre Education Association (UEVA)

Article 38 – Grievance Procedure

The Montrose County School District (MCS D) RE-1J and the Uncompahgre Valley Education Association (UEVA) agree to the following changes within **Article 38 – Grievance Procedure**:

- Article 38
 - Full article was reviewed.
 - There are changes throughout the article.
 - Majority of changes are for clean-up to and streamline the process.

38-1: Definitions/Rights and Provisions

38-1-1: Any concerns by the Association or any individual employee that there has been a violation, misinterpretation or misapplication of this Master Contract, Board Policy, or administrative procedure shall be a grievance and shall be resolved through the grievance procedure.

38-1-2: Grievant shall mean the employee who asserts the grievance.

38-1-3: Association grievance is a complaint representing one or more employees on behalf of the bargaining unit. The grievance must be signed by at least 2 members of the Association Executive Council.

38-1-4: Neither the Board nor the Association nor any member of the administrative staff, shall take any reprisal affecting any person by reason of his/her participation in the grievance process.

38-1-5: The Association shall have the right to be present and to state its views at any level of the grievance procedure.

38-1-6 The grievant may be represented at any level of the grievance procedure by any person or persons of his/her choosing except that he/she may not be represented by any Representative or officer of any teacher organization other than the Association.

38-1-7: Forms for processing grievances are attached hereto as Appendix A.

38-1-8: The Board agrees to make available to the grievant and to the Association, upon request, all pertinent information, not privileged under law, in its possession.

38-1-9: The grievant, or any party in interest, shall have the right at all levels of grievance to cross-examine all witnesses called against him/her, to testify, to call witnesses on his/her behalf, and to be furnished with a written account of the proceedings.

38-1-10: Whenever it is necessary for a Representative or Representatives (maximum of three [3]) designated by the Association to attend a meeting or hearing called by the Superintendent during the

school day, the Superintendent's office shall notify the appropriate Administrator(s). The Association Representative(s) shall be released to attend such meeting(s) without loss of pay.

38-1-11: The time limits provided in this Article shall be considered maximum but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship on any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

38-1-12: All written and printed matter dealing with the processing of a grievance will be filed separately from the District Office personnel files of the participants.

38-2: Purpose

38-2-1: Good morale is maintained, as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to personnel matters, which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level in the grievance procedure.

38-3: Informal Discussion of Concerns

38-3-1: Before submitting a formal grievance, an informal discussion of concerns must be held between the Administrative Supervisor and the person(s) concerned. This meeting must be held within fifteen (15) work days after the person(s) concerned knew of the act or condition. Either party may request an observer/recorder to be present at the meeting; the observer/recorder must be mutually acceptable to both parties. If a mutually agreed upon solution isn't found, then the concerned person (s) should move to the formal grievance process.

38-4: Procedure of Formal Grievance

38-4-1: Level I

38-4-1a: Within ten (10) work days after the informal discussion has occurred the employee may request a meeting to present, in writing, the grievance and resolution sought. Such meeting will occur within five (5) work days of the request.

38-4-1b: Following this meeting, the Administrative Supervisor will transmit his/her decision to the grievant, in writing, within five (5) work days. Such answer shall include the reasons upon which the decision was based.

38-4-2: Level II

38-4-2a: If the disposition at Level I is not satisfactory to the grievant, the grievance may be filed in writing with the Superintendent by the grievant and/or the Association within ten (10) work days.

38-4-2b: Within five (5) work days after receipt of the grievance, the Superintendent shall hold a meeting with the grievant and an Association Representative.

38-4-2c: Following this meeting, the Superintendent will transmit his/her decision to the grievant, in writing, within five (5) work days. Such answer shall include the reasons upon which the decision was based.

38-4-2d: A grievance filed by the Association shall begin at Level II (see 38-4-2).

38-4-3: Level III

38-4-3a: If the disposition at Level II is not satisfactory to the grievant and/or Association, the Association may submit the grievance to arbitration by written notice to the Superintendent within ten (10) work days. Within ten (10) work days after receipt of the Level III written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator. The arbitrator shall be selected in the manner provided for in Article 4-6-2.

38-4-3b: The arbitrator will have the authority to hold hearings and make procedural rules. He/she shall issue a report within thirty (30) calendar days after the date of the arbitration hearing. If oral hearings have been waived by either party, the report shall be issued within thirty (30) calendar days from the date final statements and evidence are submitted to him/her.

38-4-3c: All hearings held by the arbitrator may be in closed session by mutual agreement of the parties and no news releases shall be made concerning the process of the hearings.

38-4-3d: The arbitrator's report shall be submitted in writing only to the Superintendent, the Board and the Association. It shall set forth his/her findings of fact, rationale, conclusions, and recommendations on the issues submitted to him/her. The arbitrator's recommendations shall be consistent with law and the terms of the Master Contract. The report shall be advisory only and binding neither on the Board nor the Association.

38-4-3e: Within five (5) work days after receipt of the arbitrator's report, the Superintendent, the Board and the Association will meet to discuss the report. No public releases of information may be made until after such meeting.

38-4-3f: The Board shall take official action on the report of the arbitrator within thirty (30) calendar days of the meeting per 38-4-3e.

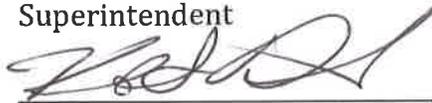
38-4-3g: Costs for the services of the arbitrator, including per diem expenses, actual and necessary travel expenses, and subsistence shall be shared equally by the parties.



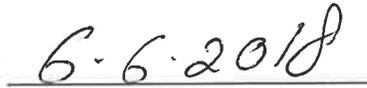
District Representative
Stephen Schiell
Superintendent



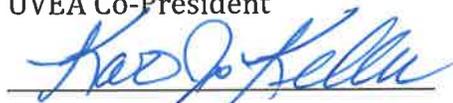
Date



Association Representative
Keith Distel
UVEA Co-President



Date



Association Representative
Kari Keller
UVEA Co-President



Date



Motivate Collaborate Support Develop

930 Colorado Avenue ~ Montrose, Colorado 81401 mailing
PO Box 10,000 ~ Montrose, Colorado 81402 billing
970.249.7726 phone ~ 970.249.7173 fax ~ www.mcsd.org web

May 18, 2018

Tentative Agreement

Montrose County School District RE-1J (MCS D)
and
The Uncompahgre Education Association (UVEA)

Addendum C & D (Clock Hours)

The Montrose County School District (MCS D) RE-1J and the Uncompahgre Valley Education Association (UVEA) agree to the following changes within Addendum B and C – Clock Hours Earned Schedule for Salary Advancement.

The following changes have been made to the **2018-2019** Addendum B and C:

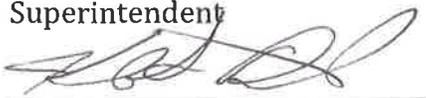
- A. Revise the "Category" criteria
 - a. Create consistency among the two schedules.
 - b. Professional development completed on district time is no longer eligible for salary advancement.
- B. Carry over hours will have a maximum of 5 years of eligibility.
 - a. Current employees of 2017-2018 that have earned previous clock hours will have until January 2023 to submit clock hours for Clock Hour Salary Advancement.



District Representative
Stephen Schiell
Superintendent



Date



Association Representative
Keith Distel
UVEA Co-President



Date



Association Representative
Kari Keller
UVEA Co-President



Date



Motivate Collaborate Support Develop

930 Colorado Avenue ~ Montrose, Colorado 81401 mailing
PO Box 10,000 ~ Montrose, Colorado 81402 billing
970.249.7726 phone ~ 970.249.7173 fax ~ www.mcsd.org web

May 18, 2018

Tentative Agreement

Montrose County School District RE-1J (MCS D)
and
The Uncompahgre Education Association (UVEA)

Salary Schedule: "2017-2018 Custodial, Maintenance, Warehouse, Technology, Transportation Salary Schedule Revised"

The Montrose County School District (MCS D) RE-1J and the Uncompahgre Valley Education Association (UVEA) agree to the following changes within **2017-2018 Custodial, Maintenance, Warehouse, Technology, Transportation Salary Schedule Revised:**

The following changes have been made to the current "2017-2018 Custodial, Maintenance, Warehouse, Technology, Transportation" Salary Schedule Revised:

- A. Title change to: "2017-2018 Facilities, Technology and Transportation Level Support Salary Schedule"
 - a. This defines the schedule in a more condense way.
- B. New column with new hourly rates:
 - a. "Journeyman Plumber, Journeyman Electrician"
 - i. Requirements and education are different than current placement of "Maintenance and Coordinator of Transportation"
 - b. New rates compared to private and public sector and have been adjusted to be more competitive with the field.
 - c. Asterisks added to explain difference between licensed and certified positions.
- C. "Coordinator of Transportation" is moved to a separate column.
- D. "Supervisor of Grounds, Carpenter, Locksmith, HVAC" column is created.
 - a. Previously "Maintenance, Plumber, Electrician, Coordinator of Transportation"
 - b. "Breaks out definition of "maintenance" within the column.
- E. "Maintenance, Grounds, General, Warehouse, Truck" remains the same.
- F. Additional \$1.00 content updated
 - a. License vs. certification
 - b. Added to list of certifications that the district is currently compensating for or has the potential to compensate.

- i. An additional \$1.00 per hour will be paid for each certification/license: Asbestos Certification as Building Inspector, HVAC EPA Certification, Back Flow Prevention Certification, Locksmith Certification, Colorado Department of Agriculture Qualified Supervisor License (use of restricted pesticides), Landscape Industry Certified Technician.
- ii. An additional \$1.00 per hour will be paid for each license: Electrician/Plumber having a Colorado Master License, Electrician/Plumber having a Colorado Contractor License.
- iii. Other licensures/certifications may qualify for additional compensation.

G. Added language for potential hiring of apprentice plumbers and electricians:

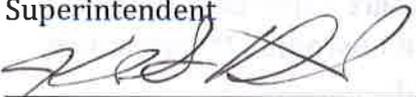
- a. Apprentice plumbers and electricians will be placed on the "General" pay column at appropriate step until license is obtained.



District Representative
Stephen Schiell
Superintendent

6/6/2018

Date



Association Representative
Keith Distel
UVEA Co-President

6-6-2018

Date



Association Representative
Kari Keller
UVEA Co-President

5-23-18

Date



Motivate Collaborate Support Develop

930 Colorado Avenue ~ Montrose, Colorado 81401 mailing
PO Box 10,000 ~ Montrose, Colorado 81402 billing
970.249.7726 phone ~ 970.249.7173 fax ~ www.mcsd.org web

May 18, 2018

Tentative Agreement

Montrose County School District RE-1J (MCS D)
and
The Uncompahgre Education Association (UVEA)

Salary Schedule: "2017-2018 Nutritional Services Salary Schedule"

The Montrose County School District (MCS D) RE-1J and the Uncompahgre Valley Education Association (UVEA) agree to the following changes within **2017-2018 Nutritional Services Salary Schedule**.

The following changes have been made to the current "2017-2018 Nutritional Services Salary Schedule":

- A. Update "Cooks" Step 1 and Step 2 to meet the 2018 minimum wage increase to \$10.20/hour.
 - a. Step 1 updated from \$9.96 to \$10.20
 - b. Step 2 updated from \$10.13 to \$10.28
- B. Add a new salary column labeled: "Warehouse Coordinator"
 - a. Same amount as the "Manager 1-3" column
- C. Retitle to "2017-2018 Nutritional Services Salary Schedule Revised"

The salary schedule has been revised to support the new minimum wage rate and the new position of "Inventory Warehouse Coordinator."

District Representative
Stephen Schiell
Superintendent

Date

Association Representative
Keith Distel
UVEA Co-President

Date

Association Representative

Date



Motivate Collaborate Support Develop

930 Colorado Avenue ~ Montrose, Colorado 81401 mailing
PO Box 10,000 ~ Montrose, Colorado 81402 billing
970.249.7726 phone ~ 970.249.7173 fax ~ www.mcsd.org web

May 18, 2018

Tentative Agreement

Montrose County School District RE-1J (MCS D)
and
The Uncompahgre Education Association (UVEA)

Extra-Curricular Salary Schedule

The Montrose County School District (MCS D) RE-1J and the Uncompahgre Valley Education Association (UVEA) agree to the following changes to the **Extra-Curricular Salary Schedule**:

The following assignments have been notated with an "*" to indicate the assignment will not need to go through the hiring process outlined in Article 12. The noted positions will attach to a teaching position. The teaching position is listed below:

- Instrumental (HS & MS) - Band Teacher
- Vocal music (HS & MS) - Choir Teacher
- FBLA – Business Teacher
- FFA – Agricultural Teacher
- FCCLA – Vocational Teacher Consumer and Family Sciences Teacher
- TSA - Vocational - Auto Teacher-TSA = Construction Trades / PLTW Eng. Teacher
- SkillsUSA - Auto Teacher
- Revise column headings to include "Coach/Sponsor"
- Replace "Team"

The following changes were made to the current 2017-2018 Extracurricular Activities Pay Salary Schedule" through a previous MOU:

- A. Move "Assistant Speech" from Category D to Category C
 - a. Anyone impacted by the 2017-2018 revised schedule will be compensated appropriately.
- B. Add "Honor Society" to Category H
 - a. This extracurricular activity had been missing from the salary schedule.
- C. Delete "Prostart" from Category D
 - a. This is no longer a program within MCS D.

The salary schedule has been revised to continue consistency among Head coaching placement and Assistant coaching placement within the salary schedule.

E.g. Head Coach placed on Category A = Assistant Coach placed on Category C

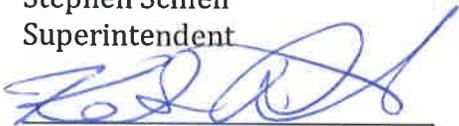
E.g. Head Coach placed on Category B = Assistant Coach placed on Category D



District Representative
Stephen Schiell
Superintendent

6/6/2018

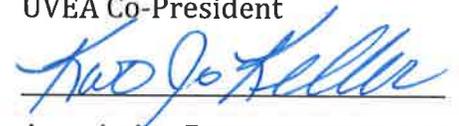
Date



Association Representative
Keith Distel
UVEA Co-President

8-20-18

Date



Association Representative
Kari Keller UVEA Co-President

5-24-18

Date



Motivate, Collaborate, Support, Develop
930 Colorado Avenue ~ Montrose, Colorado 81401 mailing
PO Box 10,000 ~ Montrose, Colorado 81402 billing 970.249.7726
phone ~ 970.249.7173 fax ~ www.mcsd.org web

July 18, 2018

Memorandum of Understanding (MOU)

Montrose County School District RE-1J (MCS D)
and
The Uncompahgre Education Association (UVEA)

Re: 2018-2019 ECC Salary Schedule Change effective July 1, 2018

The Montrose County School District (MCS D) RE-1J and the Uncompahgre Valley Education Association (UVEA) agree to the following changes to the **2018-2019 ECC Non-Exempt Salary Schedule**.

The following changes will be made to the appropriate 2018-2019 Salary Schedule:

- A. Move the Admin Assistant salary column from the Coordinators Salary schedule to the Non-Exempt Salary schedule.
- B. Step 1 will start at \$17.00 and be followed by appropriate step increases.
- C. Comply with the Head Start requirements to keep administrative costs below 15% of the total Head Start grant.
- D. Align salary schedule with job description.
- E. As of this date, no current employee is financially impacted.

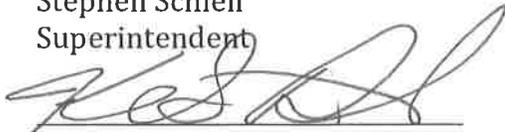
This MOU expires June 30, 2019.



District Representative
Stephen Schiell
Superintendent



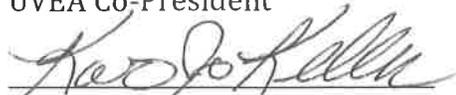
Date



Association Representative
Keith Distel
UVEA Co-President



Date



Association Representative
Kari Keller
UVEA Co-President



Date



Motivate Collaborate Support Develop

930 Colorado Avenue ~ Montrose, Colorado 81401 mailing

PO Box 10,000 ~ Montrose, Colorado 81402 billing

970.249.7726 phone ~ 970.249.7173 fax ~ www.mcsd.org web

July 10, 2018

**Memorandum of Understanding
(MOU)**

Montrose County School District RE-1J (MCS D)
and
The Uncompahgre Education Association (UVEA)

Re: 2018-2019 Salary Schedules Changes effective July 1, 2018

The Montrose County School District (MCS D) RE-1J and the Uncompahgre Valley Education Association (UVEA) agree to the following changes to the **2018-2019 Salary Schedules**.

The following changes will be made to the appropriate 2018-2019 Salary Schedules:

- A. Step 1 and any steps beyond Step 1 that do not meet the 2019 State Minimum Wage rate of \$11.10/hour will be applied.
 - a. The following salary schedules will be impacted:
 - i. Nutritional Services
 - ii. Facilities, Technology and Transportation Level Support
 - iii. Building Level Support Staff
 - iv. Family Services (Early Childhood/Headstart)
 - v. District Office
 - b. There will be more than one (1) step that is at the minimum wage rate on certain salary schedules.
- B. The "Receptionist" column located on the District Office Salary Schedule will be updated to reflect the same rate as the "Class II Secretary" column located on the Building Level Support Salary Schedule.
 - a. As of this date, no current employee is impacted.
 - b. Purpose is for recruitment including in-district interest.

This MOU expires June 30, 2019.

District Representative
Stephen Schiell
Superintendent

7/12/2018

Date

Keith Distel

Association Representative
Keith Distel
UVEA Co-President

July 18, 2018

Date

Kari Keller

Association Representative
Kari Keller
UVEA Co-President

July 12, 2018

Date