

AGREEMENT

between the

Mesa Valley Education Association

and the



Grand Junction, Colorado

Agreement Effective July 1, 2020 – June 30, 2023

2nd Edition - Printed July 2021

**Agreement between the Mesa Valley Education Association
and the
Mesa County Valley School District 51
Grand Junction, Colorado**
July 1, 2020 – June 30, 2023
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CONTENTS

Section		Page
	<u>Preamble</u>	2
	<u>Operating Covenants</u>	2
1	<u>Definitions</u>	2
2	<u>General</u>	3
3	<u>Recognition</u>	4
4	<u>Annual Negotiations</u>	4
5	<u>Representation</u>	6
6	<u>Grievance Procedure</u>	6
7	<u>Professional Council</u>	9
8	<u>Extended Leaves</u>	10
9	<u>Temporary Leaves of Absence</u>	13
10	<u>Sick Leave Bank</u>	15
11	<u>Transfer and Assignment</u>	16
12	<u>Employment Status</u>	19
13	<u>Reduction in Force</u>	22
14	<u>Evaluation</u>	23
15	<u>Corrective Action</u>	26
16	<u>Covered Employee’s File</u>	26
17	<u>Duty Free Lunch</u>	27
18	<u>Workdays</u>	27
19	<u>School Calendar</u>	27
20	<u>Planning Time</u>	27
21	<u>Non-licensed Staff Positions</u>	28
22	<u>Student Teachers</u>	28
23	<u>Association Rights</u>	29
24	<u>Association Deductions</u>	29
25	<u>Benefits</u>	29
26	<u>Activity Passes</u>	30
27	<u>Resignation/Retirement</u>	30
28	<u>Transportation Allowance</u>	30
29	<u>Duration</u>	31
EXHIBITS		
A	<u>Work Year/Contracts/Salary Schedule</u>	32
B	<u>Letters of Agreement</u>	38
C	<u>Teacher/Counselor Improvement Plan</u>	48
C	<u>School Psychologist Improvement Plan</u>	49

PREAMBLE

1. The Board and the Association recognize and declare that providing an education of the highest feasible quality for the children within School District 51 is the objective of the School District and that high quality and morale of Covered Employees is necessary to accomplish this objective.
2. The Board and the Association further recognize:
 - (a) That the Board is the duly elected governing body of the District and that it has the powers, duties, and responsibilities conferred upon it by the constitution and laws of the State of Colorado.
 - (b) The Superintendent is the chief executive officer of the Board and is responsible to the Board for planning, implementing, and maintaining such programs and policies as it may authorize.
 - (c) Attainment of the objectives of the educational program conducted in the District requires mutual understanding and cooperation between the Board, the administrative staff, and the Covered Employees. To this end, good faith negotiations between the Board and the Association, with a free and open exchange of views, are desirable.
 - (d) Covered Employees have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement, and for the advancement of public education, but membership of a Covered Employee in any organization shall not be required as a condition of employment by the District.
 - (e) By reason of their training and interest, Covered Employees should be encouraged to make recommendations to the administration with respect to the formulation of policies and programs designed to improve professional standards within their profession.
3. NOW, THEREFORE, the Board and the Association agree as follows:

OPERATING COVENANTS

Recognizing that it is in the best interest of the District and the community for Mesa Valley Education Association, the District 51 administration and the Board of Education to achieve a more effective working relationship, we will continually strive to:

1. Focus on our common goal of learning;
2. Increase trust in public education;
3. Listen and communicate openly;
4. Be unconditionally constructive;
5. Be trustworthy - do what we say we will do;
6. Enhance our mutual respect;
7. Model behaviors we want to see in others;
8. Focus on issues and interests, not on positions and people;
9. Focus on the future, not on the past;
10. Treat all employees fairly and equitably.

SECTION 1 - DEFINITIONS - As used in this Agreement, the terms listed below shall be defined as follows:

- 1.1. "Board" shall mean the Board of Education of Mesa County Valley School District 51, State of Colorado.
- 1.2. "District" shall mean Mesa County Valley School District 51.
- 1.3. "Superintendent" shall mean the Superintendent of Schools of Mesa County Valley School District 51, or designee.
- 1.4. "Association" shall mean the Mesa Valley Education Association.
- 1.5. "Covered Employee" shall mean the following regularly assigned District personnel, and no others: each Teacher, School Counselor, and School Psychologist employed by the District pursuant to a written employment contract in full force and effect.
 - 1.5.1. "Covered Employee" shall not include principals, assistant principals or other administrators, substitute teachers, classified employees or support staff. Except for School Counselors and School Psychologists, the term "Covered Employee" shall not include employees in positions requiring a special service provider's license pursuant to the provisions of article 60.5 of Title 22, Colorado Revised Statutes, including, but not limited to, audiologists, occupational therapists, physical therapists, nurses, behavior therapist, social worker and speech-language pathologists.

- 1.6. "Party" or "Parties" shall mean the Board of Education of School District 51, County of Mesa, State of Colorado, or its representatives acting in its behalf, and the Mesa Valley Education Association, or its representatives acting in its behalf.
- 1.7. "Days" shall mean contractual workdays unless otherwise identified.
- 1.8. "School" shall include any work location or functional division to which a Covered Employee is assigned.
- 1.9. "Work Year" shall refer to the number of days cited in Exhibit A: Section A Base Pay Compensation: 1: a, and defined by the school calendar adopted by the Board of Education.
- 1.10. "Letter of Agreement" shall refer to a written agreement between the District and the Association containing additional terms of this Agreement that shall remain in force as part of this Agreement only for the time period stated in the Letter of Agreement.
- 1.11. Whenever the terms "certificate" or "licensure" are used in this agreement, they shall be considered as interchangeable.
- 1.12. "Act" shall mean and refer to the Teacher Employment, Compensation and Dismissal Act, §22-63-101, et seq., C.R.S., as amended from time to time.
- 1.13. "Teacher" shall mean a Teacher as defined in the Act.
- 1.14. Non-probationary Status and Probationary Status
 - 1.14.1. "Non-probationary Status" shall refer to Teachers who have attained non-probationary status pursuant to the Act, and to School Counselors who have attained non-probationary status pursuant to the terms and conditions of their employment contracts with the District and subsection 12.2 of this Agreement.
 - 1.14.2. "Probationary" or "Probationary Status" shall refer to Teachers who are "probationary Teachers" as defined in the Act, as well as School Counselors who have not yet attained or who have lost Non-probationary Status pursuant to the terms and conditions of their employment contracts with the District and subsection 12.2 of this Agreement.
- 1.15. "Seniority" shall refer to the employee's most recent period of continuous employment with the District in a contracted Covered Employee position. Continuous years encapsulates when a covered employee transfers from one position to another position without a break in service or on an approved leave of absence. This does not include substitute service.
- 1.16. "School Counselor" shall mean a person who is employed by the District as a School Counselor pursuant to a written employment contract in full force and effect, and who holds a special service provider's license with a School Counselor endorsement issued pursuant to the provisions of article 60.5 of Title 22, Colorado Revised Statutes.
- 1.17. "School Psychologist" shall mean a person who is employed by the District as a School Psychologist pursuant to a written employment contract in full force and effect, and who holds a special service provider's license with a School Psychologist endorsement issued pursuant to the provisions of article 60.5 of Title 22, Colorado Revised Statutes.

SECTION 2 - GENERAL

- 2.1. The Board shall not illegally discriminate against any Covered Employee on the basis of age, race, creed, religion, color, national origin, ancestry, sex, sexual orientation, marital status, disability, or membership or non-membership in any teacher organization, or the exercise of rights granted under this Agreement.
- 2.2. The Association shall continue to admit persons to membership without discrimination on the basis of age, race, creed, religion, color, national origin, ancestry, sex, sexual orientation, marital status, or disability and to represent equally all Covered Employees without regard to membership or non-membership in any teacher organization.
- 2.3. The Board shall notify the Association of regular Board meetings by providing it with a copy of an agenda twenty four (24) hours in advance of such meetings. In case of special meetings, notification to the Association shall be as soon as practicable. The Association shall be provided with three (3) copies of the official minutes of all meetings. At least one (1) copy of the Table of Contents of the agenda shall be provided to the Covered Employees in each building. One (1) copy of the Board minutes shall be available to the Covered Employees in each building.
- 2.4. No change, rescission, alteration, or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified in writing 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, duties, responsibilities, and discretions that under the constitution and laws of the State of Colorado, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision of this Agreement, or any application of this Agreement to any Covered Employee covered hereby, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- 2.7. In case of any direct conflict between the express provisions of this Agreement and any Board, Association, Administrative, Building or District policy, practice, procedure, custom or writing not incorporated in this Agreement, or any contract between the Board and any individual Covered Employee, or decision, procedure, or practice resulting from the site-based shared decision making process, the provisions of this Agreement shall control.
- 2.8. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all Covered Employees now employed, or hereafter employed, by the Board at the time of employment.
- 2.9. Should the District adopt flexible scheduling or modifications in the Work Year for all or some of its schools, or engage in a pilot program designed to evaluate the advantages and disadvantages of such scheduling or modifications, the parties will discuss any issues of concern and amend all inconsistent provisions of the Agreement so as to permit such scheduling or modifications.
- 2.10. Autonomy is that state in which a Teacher or administrator has the professional freedom to fulfill their roles and responsibilities. District 51 holds all Teachers and administrators highly accountable for student learning. We recognize that Teachers and administrators must work together to use professional judgment and discretion in regards to pacing, materials, and the use of non-instructional time in order to maximize student learning.
- 2.11. MVEA Representation on Committees - Understanding that the best possible decisions are made with input from stakeholders, it shall be the practice of our District to invite representatives from the Association to join committees that pertain directly to the working conditions of Covered Employees. Determination of appropriate committees that would benefit from Covered Employee representation, as well as selection of appropriate representatives from MVEA and our District, will be made through Professional Council. Membership of committees created by the Board is not subject to this provision.

SECTION 3 - RECOGNITION

- 3.1. The Board has recognized the Association as the exclusive negotiating representative for the Covered Employees for the life of this Agreement.
- 3.2. The exclusive recognition of the Association shall continue throughout the term of this Agreement provided, however, that any Covered Employee or group of Covered Employees may not more than one hundred eighty (180) days, nor fewer than ninety (90) days before the expiration date of this Agreement, submit a petition to the Board signed by thirty percent (30%) of the Covered Employees in the negotiating unit requesting that an election be held to determine the organization, if any, that represents such Covered Employees. In such an event, a fair and impartial election shall be held to determine if a majority of the Covered Employees wish to be represented by the Association, another organization, or no organization. The groups seeking the election will pay the cost of the election. Such election shall be conducted within sixty (60) days after the filing of the petition with the Board by the American Arbitration Association, unless mutually agreed to otherwise by the Board and the Association. A majority of Covered Employees voting in said election shall constitute a majority for the purpose of determining recognition. If recognition is lost pursuant to the procedure described above before the expiration date of this Agreement, this Agreement shall expire on the date recognition is lost.

SECTION 4 - ANNUAL NEGOTIATIONS

- 4.1. Subject to the provisions of Subsection 4.4 hereinafter set forth, during the term of this Agreement, either party may request annual negotiations to be held in accordance with the provisions of Section 4.4.
- 4.2. A written request by a party desiring annual negotiations must be made to the other party no later than March 15.
- 4.3. If, in any year, neither party requests annual negotiations in accordance with Paragraph 4.2, this Agreement shall continue in effect without change until: (a) a subsequent year in which a party requests negotiations as provided in Paragraph 4.2, or; (b) the Association ceases to be recognized as the representative of the Covered Employee, whichever occurs first.

- 4.4. The provisions of this Agreement, insofar as they pertain to annual negotiations to be conducted during the life of this Agreement, may be modified as follows:
 - 4.4.1. Either party may request negotiations during the life of this Agreement as provided in Paragraph 4.2.
 - 4.4.2. Negotiations will be limited to salary, insurance and a maximum of two other items submitted by each party. This is not to preclude including some items which are mutually agreeable to both parties.
- 4.5. Negotiations will be conducted at times and places mutually agreeable to the parties.
- 4.6. Conducting Negotiations
 - 4.6.1. During negotiations, the Board and the Association will agree on protocols, present relevant data, exchange points of view, and may make proposals and counter proposals. Upon request of either party, the other will, except as it may be limited by law, make available for inspection, available records and data pertinent to the subject of negotiations.
 - 4.6.2. As of the time they are made available to the Board, the Board will provide the Association with the Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting Covered Employees' salaries, wages, hours, and conditions of employment.
 - 4.6.3. 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.
 - 4.6.4. It is anticipated that negotiations normally will be conducted outside regular school hours. If, however, it is mutually agreed that any such negotiating meeting will be held during regular school hours, negotiating representatives of the Association shall be released for such purpose from their regular duties without loss of pay.
- 4.7. Joint Study Committees
 - 4.7.1. The negotiators may mutually agree to create Joint Study Committees.
 - 4.7.2. The recommendations and reports of Joint Study Committees are advisory in nature.
 - 4.7.3. When a Joint Study Committee has completed its study and submitted a written report on the subject assigned to it, it shall be considered dissolved and once dissolved, no such committee shall be reactivated except by mutual consent of the negotiators for both parties.
 - 4.7.4. Joint Study Committee Reports shall remain as confidential reports to the Board and the Association and shall not be released unless mutually agreed upon or discussed in open session.
- 4.8. Adopting Agreements
 - 4.8.1. Agreements reached as a result of the negotiations described herein will be reduced to writing and will be submitted to the Board and the Association for ratification.
- 4.9. Impasse - An impasse may be declared by one or both parties if the following conditions are met:
 - 4.9.1. One or both parties have declared that an impasse is imminent.
 - 4.9.2. That after five (5) days, but no longer than ten (10) days, have elapsed after such a declaration, a subsequent meeting of both parties has been held.
 - 4.9.3. That such declaration of the imminence of impasse shall not occur before at least three (3) meetings have been held for the purpose of negotiations as provided under Paragraph 4.6.
- 4.10. Mediation
 - 4.10.1. If the negotiations described above have reached an impasse, the issues in dispute shall be submitted to mediation for the purpose of assisting the Board and the Association in reaching a voluntary agreement. The parties shall first attempt to agree upon a mediator who shall preferably, but not necessarily, be a resident of the State of Colorado. If the parties are unable to agree upon a mediator, they shall request a mediator of the Federal Mediation and Conciliation Service be assigned to mediate the issues in dispute. If both parties agree that the service of the Federal Mediation and Conciliation Service is unacceptable, then the mediator will be selected in the following manner:
 - 4.10.1.1. The American Arbitration Association shall be requested to submit simultaneously to each party an identical list of the names of five (5) persons skilled in the mediation of educational matters. The American Arbitration Association shall be requested to include in such a list the names of as many residents of Colorado skilled in mediation of educational matters as possible.
 - 4.10.1.2. Within seven (7) days from its receipt of the list of mediators from the American Arbitration Association, each party shall cross off the names of any mediators to

whom it objects, number the remaining names in order of preference, and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named thereupon shall be deemed acceptable to it.

- 4.10.1.3. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall designate the mediator and invite him/her to act in the matters at issue between the parties.
- 4.10.1.4. If the parties fail to agree upon any of the persons listed by the American Arbitration Association, or if those named decline or are unable to act, or if for any other reason the appointment of a mediator cannot be made from such list of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists to the parties.

4.11. Conducting Mediation

- 4.11.1. The dates, times, and procedures to be followed in mediation meetings will be arranged by the mediator and such meetings will be conducted in closed sessions.
- 4.11.2. To the extent that tentative agreements are reached as a result of such mediation, the procedures provided in Section 4.8 shall apply. If mediation fails in whole or in part, the mediator shall report the issues which remain in dispute to the respective parties.
- 4.11.3. The costs for the services of the mediator, including travel and other expenses, shall be shared equally by the Board and the Association.
- 4.11.4. During mediation, either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in mediation.

4.12. Fact-Finding

- 4.12.1. In the event the parties are unable to reach agreement in mediation, the unresolved items will be submitted to a local fact-finding panel, composed of three (3) persons. The Board shall select one (1) member of said panel, the Association will select one (1) member of said panel, and the two persons will mutually select the third member. The fact-finding panel will submit a written report of its findings and determination of fact within thirty (30) days to both the Board and the Association. Within five (5) days, the Board and the Association will meet to review the report. The report is advisory in nature and under no circumstances shall it become public until both parties have met to review and discuss the findings.

SECTION 5 – REPRESENTATION

- 5.1. Any Covered Employee who is asked by an administrator to attend a meeting may have an Association representative in attendance. The District shall direct principals to annually give or conduct, at a school staff meeting or staff orientation program, a joint briefing with a representative of the Association that informs Covered Employees under such principal's supervision of their right under this Section.
- 5.2. Transitional Covered Employees
 - 5.2.1. In order to allow additional time for the parties to study, consider and negotiate what changes to this Agreement are needed to address the inclusion of Transitional Covered Employees as Covered Employees under this Agreement, the parties agree that Transitional Covered Employees shall not be entitled to exercise any rights or receive any benefits under this Agreement except the right to participate in annual negotiations pursuant to Section 4 as members of the Association, and the right to representation as provided in Section 5. With regard to all other matters, the terms and conditions of Transitional Covered Employees' employment shall be governed by their employment contracts and applicable District policies and regulations, and not by this Agreement. This Section 5.2 shall expire and have no further force or effect on June 30, 2019, or upon such earlier date as the parties may subsequently agree in writing.

SECTION 6 - GRIEVANCE PROCEDURE

6.1. Definitions

- 6.1.1. The term "Grievance" shall mean a written claim by one or more Covered Employees or the Association, that there has been a violation, a misrepresentation, or inequitable application of any of the provisions of this Agreement, Board Policy, practice or custom. The term "Grievance" shall not apply to any matter as to which: (1) the method of review is prescribed

by law, or; (2) the Board is without authority to act. The procedure described in this section shall be the exclusive procedure available for the resolution of grievances, and neither party shall be required to recognize another or different procedure, process or forum.

- 6.1.2. The term "aggrieved person" and "grievant" shall, for purposes of this section, mean the Covered Employee(s) or the Association asserting a grievance.
- 6.1.3. The term "days" shall, for purposes of this section, mean days as defined in Section 1.7.
- 6.2. Purpose
 - 6.2.1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems 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 of the grievance procedure.
 - 6.2.1.1. Any individual who is identified as a stakeholder in a grievance will be presented with this section of the Negotiated Agreement explaining the process as well as their roles and responsibilities. The Executive Director of Human Resources and the President of MVEA's contact information will be included in the event there are questions. Each member will sign a form that states they understand and will abide by the process.
 - 6.2.1.2. Any member of a grievance committee that breaks confidentiality in accordance with section 6.2.1 shall be removed from the committee immediately.
 - 6.2.1.3. Additional individuals who have not been identified as grievance stakeholders may be consulted with approval from both MVEA (or grievant) and the District representative.
 - 6.2.2. Nothing herein contained will be construed as limiting the right of any Covered Employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, providing the adjustment is consistent with the terms of this Agreement. The Association shall have the opportunity to have its representative present and to state its views at any level of the grievance procedure.
- 6.3. Procedure
 - 6.3.1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the grievance process. Every attempt will be made to resolve the grievance prior to the end of the grievant's contract year. The time limits specified may, however, be extended or reduced by mutual agreement.
 - 6.3.2. If a grievance directly affects a group of Covered Employees at more than one (1) work site, the Association may submit such grievance in writing directly to the Superintendent, or the Superintendent's designee, and the proceeding of such grievance may commence at LEVEL TWO. If the grievance commences at LEVEL TWO it must be filed within twenty (20) days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. If an attempt to resolve the issue has been continuously made as per section 6.5 the twenty (20) day time limit will be extended to sixty (60) days.
 - 6.3.3. When it is necessary for a representative designated by the Association to attend a meeting or hearing called by the Superintendent, his/her designee, the President of the Board, or arbitrator, during the school day, the representative shall be released from his/her regular duties without loss of pay for such time as attendance is required at such meeting or hearing.
 - 6.3.4. All written and printed matter developed for the processing of a grievance will be filed separately from the central personnel files of the participants.
 - 6.3.5. The Board agrees to make available to the aggrieved person, and the aggrieved person's representative, all information not privileged under law in its possession or control which is relevant to the issues raised by the grievance.
- 6.4. Representation - throughout LEVEL ONE and LEVEL TWO of the grievance procedures listed below, the grievant may at any time:
 - 6.4.1. Represent him/herself to discuss the grievance personally; or
 - 6.4.2. May request that a representative of the Association accompany him/her; or
 - 6.4.3. May request that a representative of the Association act on his/her behalf.

6.5. Informal Level

- 6.5.1. Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor with the objective of resolving the matter informally.

6.6. LEVEL ONE

- 6.6.1. Within twenty (20) days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, the grievant must present the grievance in writing to the immediate supervisor. If an attempt to resolve the issue has been continuously made as per section 6.5 the twenty (20) day time limit will be extended to sixty (60) days.
 - 6.6.1.1. Upon receipt of the written grievance, the immediate supervisor has ten (10) days to process the grievance at LEVEL ONE to include conducting a meeting, at a mutually agreed upon time, with the aggrieved person and providing the grievant, the Association and the Superintendent a written response.
 - 6.6.1.2. If the grievance alleges an incident which will occur or continue to occur during the aforementioned times for scheduling of a hearing and issuance of a response, every effort should be made to schedule the hearing and issue a response in a more timely fashion.

6.7. LEVEL TWO

- 6.7.1. If the aggrieved person is not satisfied with the disposition of the grievance at LEVEL ONE, or a written response has not been received within the time limit specified herein, the grievant may file a LEVEL TWO grievance in writing with the Association within five (5) days after the decision has been rendered at LEVEL ONE or within fifteen (15) days after the grievance was presented at LEVEL ONE, whichever is sooner. Such grievance shall then be filed by the Association with the Superintendent's Office within two (2) days after receiving such written grievance. The written grievance will state the nature of the grievance, the provision(s) of the agreement or any policy concerning the terms and conditions of employment allegedly violated and the relief requested.
- 6.7.2. The Superintendent, or the Superintendent's designee, will represent the District at LEVEL TWO of the grievance procedure.
 - 6.7.2.1. The LEVEL TWO hearing will take place at a mutually agreed upon time within seven (7) days after the receipt of the written grievance or at a later mutually agreed upon time.
 - 6.7.2.2. The Superintendent or designee will hold a hearing at which both the grievant, with or without a representative(s) chosen by the grievant, and the appropriate administrator(s), if necessary, are present.
 - 6.7.2.3. After the LEVEL TWO hearing, the Superintendent or designee may investigate and consult with the grievant and/or the appropriate administrator(s) in an effort to resolve the grievance.
 - 6.7.2.4. Within ten (10) days after the hearing, the Superintendent or designee will provide a written document on the proposed resolution of the grievance to all parties of interest, including the MVEA President and the President of the Board, setting forth the decision and its rationale.

6.8. LEVEL THREE

- 6.8.1. If the grievant does not accept the Superintendent or designee's resolution at LEVEL TWO, or a written response has not been received within the time limit specified herein, the Association may submit the grievance directly to the President of the Board for a hearing on the grievance.
 - 6.8.1.1. To initiate LEVEL THREE proceedings, the Association will notify the President of the Board and the Superintendent in writing within ten (10) days of receiving the response from the LEVEL TWO hearing.
 - 6.8.1.2. All hearings shall be before two Board members appointed by the President of the Board and be closed to persons not specifically involved in the grievance.
 - 6.8.1.3. Hearings shall be conducted within ten (10) days of receipt of the grievance, at a mutually agreed upon time and based on availability of the two appointed Board members.
 - 6.8.1.4. The two appointed Board members will have the authority to hold hearings, collect written and verbal testimony, and make procedural rules.

- 6.8.1.5. Within ten (10) days after the hearing, the two appointed Board members will provide a written document on the proposed resolution of the grievance to the President of MVEA and the Superintendent, setting forth the decision and their rationale.
- 6.8.2. The timeline in this section will be reviewed by the Board of Education, President of MVEA and Superintendent on an annual basis.
- 6.9. LEVEL FOUR
 - 6.9.1. If the grievant does not accept the resolution at LEVEL THREE, or a written response has not been received within the time limit specified herein, the grievant may request in writing to the Association that the Association submit the grievance to arbitration. After receipt of the request, if the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement it may formally submit the grievance to arbitration in accordance with section 6.9.1.1 below. The decision to submit the grievance to arbitration is to be made by the Association in its sole discretion. The costs for the services of the arbitrator, including expenses, shall be shared equally by the Board and the Association.
 - 6.9.1.1. To initiate LEVEL FOUR proceedings, the Association will notify the President of the Board of Education and the Superintendent in writing within fifteen (15) days of receiving the response from the LEVEL THREE hearing.
 - 6.9.1.2. In the event the parties are unable to agree upon an arbitrator within ten (10) days following the Association's request to the District for arbitration, an arbitrator shall be selected in the manner provided in Section 4.10 for selecting a mediator.
 - 6.9.1.3. The arbitrator will have authority to hold hearings and make procedural rules for conducting the arbitration. He/she will issue a report within a reasonable time after the close of the hearings.
 - 6.9.1.4. All hearings held by the arbitrator shall be in closed sessions.
 - 6.9.1.5. The arbitrator's report shall be submitted in writing to the Board and the Association only, and set forth his/her findings of fact, reasoning, conclusions and recommendations on the issues submitted. The arbitrator's recommendations shall be consistent with the law and the terms of this Agreement. The report shall be advisory only and shall not be binding on either the Board or the Association.
 - 6.9.1.6. Within five (5) days after receiving the report of the arbitrator, the Board-the Association and a District representative, or their duly designated representatives, will meet to discuss the report. This meeting shall be held in an executive session. No public release concerning the arbitrator's report may be made until after such meeting.
 - 6.9.1.7. Following this meeting the Board will take action on the resolution of the grievance at the next regularly-scheduled Board meeting.

SECTION 7 - PROFESSIONAL COUNCIL

- 7.1. The parties will establish and maintain during the term of this Agreement, a Professional Council. The regular members of the Professional Council shall be the Association President and a maximum of three other Association members and the Superintendent, the Human Resources Director, an instructional director and a maximum of one (1) other District representative. The designation of regular members shall not preclude either party from inviting others to participate in, or consult with, the Professional Council if it is believed that such other persons can be of assistance with respect to the subject or subjects under consideration by the Professional Council.
- 7.2. The Association agrees that it will attempt to designate, as its representatives on the Professional Council, persons who will fairly represent the various geographic areas and school levels contained within the District.
- 7.3. It is recognized that there are many subjects relating to the educational process within the District as to which Covered Employees wish to make known to the administration their views and recommendations. It is also recognized that such views and recommendations are of value to the administration and should be solicited and considered. While the comments and assistance of Covered Employees have been sought and obtained by the administration on a wide variety of matters for many years, there has been no single forum for continuing communication between Covered Employees and the administration. The Professional Council is intended to be the principle vehicle through which there will be continuing communication.

- 7.4. The Professional Council shall meet monthly during the school year, unless the parties agree to a different meeting schedule, to discuss and study subjects mutually agreed upon relating to the school system. It is recognized, however, that the Professional Council cannot expect to have the time to deal individually, or in depth, with each of the subjects as to which it is desirable that there be open and free discussion between the Covered Employees and the administration. It is intended, therefore, to act primarily as a liaison group, to initiate study groups, evaluation committees and the like, to encourage the performance of their work by such study groups and committees, and to receive and consider the reports or recommendations of various committees or other study groups.
- 7.5. For the reasons stated above, the Professional Council is encouraged to be flexible and innovative in its approach to the various matters that are submitted to it, to avoid a rigid or stereotyped concept in the manner in which it conducts its function, and to constantly keep in mind its primary function of promoting reasoned and meaningful communication on matters of mutual concern.
- 7.6. The Professional Council is empowered to appoint representatives to joint study committees. The recommendation and reports of joint study committees are advisory in nature. On completion of its study and report on the subject assigned to it, each such joint study committee shall be considered dissolved and once dissolved, no committee shall be reactivated except by mutual consent of the members of the Professional Council.
- 7.7. It is anticipated that meetings of the Professional Council normally will be held outside regular school hours provided, however, that Association representatives on the Professional Council shall be released from school duties for meetings of the Council whenever it is mutually agreed upon that such meeting will be held during regular school hours.
- 7.8. The Professional Council is encouraged to establish its own operating procedures in order to promote the accomplishment of its function.

SECTION 8 - EXTENDED LEAVES

- 8.1. Other than as specifically provided to the contrary hereinafter in this section, approved extended leaves of absence shall be subject to the following conditions:
 - 8.1.1. While on leave, the Covered Employee shall maintain his or her employment status, accrued annual leave, sabbatical eligibility and, at the Covered Employee's expense, all insurance benefits for which the Covered Employee is eligible. Unless noted, extended leaves are unpaid.
 - 8.1.2. Upon return from a leave, a covered employee shall be reinstated to his/her previous pay rate plus any increase negotiated during the last year he/she worked within the District.
 - 8.1.3. Upon conclusion of an extended leave, the Covered Employee may return to the employment of the District, and shall be assigned to a position consistent with the education, training, and licensure of the Covered Employee. The Covered Employee will, at the Covered Employee's request, be granted the position formerly held, whenever possible.
 - 8.1.4. A Covered Employee on an extended leave of absence shall not accumulate time credits during such leave toward the granting of Non-probationary Status.
 - 8.1.5. Employees should communicate as soon as practicable with their building/ Human Resources Department regarding the timing of the proposed leave, and arrangements for the leave are to be coordinated within the building/ Human Resources Department.
 - 8.1.6. Leaves shall not be granted or used for the purpose of accepting or engaging in employment. Exceptions may be granted in the case of military families and those seeking health leave to care for an immediate family member by applying to Human Resources.
 - 8.1.7. The District will comply with the Family and Medical Leave Act (FMLA) and will designate leave as protected leave under FMLA when it has sufficient information to determine that leave qualifies as protected leave under the FMLA.
 - 8.1.8. The District's granting of leave for probationary Covered Employees under this section shall not deprive the District of any nonrenewal rights. Provided the Covered Employee returns with adequate time for observation, support and evaluation, the Covered Employee shall have opportunities to be assessed and demonstrate improvement utilizing the current evaluation model as outlined in Section 14.
- 8.2. Educational Leave
 - 8.2.1. Educational leaves of absence to the teaching staff of the District may be granted by the Board under the following conditions:

- 8.2.1.1. Upon completion of four (4) consecutive years as a Covered Employee in the District, any Covered Employee may make application for a leave of absence without compensation for the purpose of travel, study, or other activities.
- 8.2.1.2. Such leaves shall be granted in one (1) year increments up to two (2) years.
- 8.2.1.3. Leaves of absence may be granted by the Board for the purpose of an out of country Teaching/School Counselor position. Leaves must correspond to the beginning and end of the district school year calendar. No educational leave will be granted that starts mid-academic year.

8.3. Health Leave

- 8.3.1. The Board of Education may grant a leave for any Covered Employee making application.
- 8.3.2. Such leaves may be granted for one (1) year or less. Upon request, such leave may be renewed.
- 8.3.3. Leave may be granted for illness to the Covered Employee, or for illness to a member of the Covered Employee's immediate family requiring the Covered Employee's attention.
- 8.3.4. A Covered Employee making application for health leave shall submit a form of necessity from a licensed health care provider. In addition, the District may require any Covered Employee requesting such leave to undergo an examination by a physician selected by the District, the cost of such examination to be paid by the District.
- 8.3.5. Certification of physical ability and ability to perform all duties without limitation must be submitted by the Covered Employee's licensed health care provider to the District's Human Resources Department prior to return to work. In addition, the District shall have the right to require the Covered Employee at any time to undergo an examination by a licensed healthcare provider selected by the District, the cost of any such examination to be paid by the District.
- 8.3.6. The District will require frequent progress reports from the Covered Employee's health care provider regarding the Covered Employee's condition, prognosis and continuing need for leave.

8.4. Sabbatical Leaves of Absence - This section is suspended and subject to annual review.

- 8.4.1. Sabbatical leaves for professional improvement may be granted by the Board, upon the recommendation of the Superintendent, for the purpose of participating in an accredited college or university study program or other activities (8.3.9) deemed by the Superintendent, or his designee, to be educational and appropriate for professional improvement.
- 8.4.2. Sabbatical leave may be granted for either one (1) or two (2) semesters.
- 8.4.3. Written requests for sabbatical leave shall be made in such form as the Superintendent may prescribe, and shall be submitted not later than March 1 or October 1, preceding the semester when it is desired that the leave become effective. The Covered Employee shall also meet with the Executive Director of Human Resources to review the conditions of the contract entered into by the Covered Employee and District prior to the leave request being submitted to the Board.
- 8.4.4. A Covered Employee must have completed six (6) consecutive full school years as a regularly appointed Covered Employee in the District before the Covered Employee is eligible to request sabbatical leave.
- 8.4.5. If a program of study, the applicant shall furnish evidence that their program of study has been accepted by an accredited graduate school before consideration shall be given to the request for sabbatical leave.
- 8.4.6. Upon return from sabbatical leave, the Covered Employee shall submit to the Superintendent a report containing transcripts of all college and university study undertaken while on leave, or other items of information pertinent to an evaluation of the program while on sabbatical leave.
- 8.4.7. The Covered Employee shall agree to return to employment with the District for one (1) full year in the event of a one half (½) year sabbatical leave of absence, or two (2) full years in the event of a one (1) year sabbatical leave of absence. The Covered Employee shall also obtain approval from the Superintendent of any proposed changes in the plan for professional improvement while on sabbatical leave.
- 8.4.8. Covered Employees on sabbatical leave will be paid at fifty percent (50%) of their annual salary rate, with one half (½) insurance and retirement benefits. Upon return, the Covered

Employee shall be placed on the appropriate step on the salary schedule as though such Covered Employee had not been on sabbatical leave.

- 8.4.9. Not more than one percent (1 %) of the certified/licensed teaching personnel of the District shall receive sabbatical leave in any one (1) year.
- 8.4.10. Preference in the granting of sabbatical leaves of absence is as follows:
 - 8.4.10.1. Graduate Degree Study Program
 - 8.4.10.2. Undergraduate Degree Study Program
 - 8.4.10.3. Non-Degree Study Program
 - 8.4.10.4. Educational Research Program
 - 8.4.10.5. Educational Travel Program
- 8.4.11. Sabbatical leaves shall not be granted or used for the purpose of other employment.
- 8.5. Military Leave/Military Caregiver Leave
 - 8.5.1. In regards to caregiver leave for ill or injured service members or a qualifying exigency the provision of FMLA will be followed.
 - 8.5.2. An employee who serves on active duty with Armed Forces of the United States shall be accorded such reemployment and other rights as are provided by applicable law.
- 8.6. Legislative Leave
 - 8.6.1. The Board of Education may grant a leave of absence without pay to a Covered Employee who is elected or appointed to a federal, state, or local office.
- 8.7. Association Leave
 - 8.7.1. The Board of Education may grant a leave of absence without pay to a Covered Employee for the purpose of serving as an officer in the local, state, or national organization.
 - 8.7.2. Upon request of the Association, the local Association President may be granted one half (1/2) or full-time release from duties. The President shall receive salary, insurance and retirement benefits as if a full-time employee of the District. If half-time (1/2) release, the Association will reimburse the District for the cost, equal to one half (1/2) the President's salary and benefits, including the District's P.E.R.A. contribution for one half (1/2) of salary. If full-time release, the Association will reimburse the District commensurate with a new Teacher with four (4) years' experience, including benefits and the District's P.E.R.A. contributions.
- 8.8. Other extended leaves of absence may be granted by the Superintendent and such decision shall be final.
- 8.9. Parental Leave
 - 8.9.1. Parental Leave may be taken to care for a child within one (1) year of the birth of a child, placement of a foster child, or adoption. The Covered Employee will notify the Executive Director of Human Resources as to when it is anticipated the leave will both begin and end. This leave is not to exceed two (2) consecutive semesters with the Covered Employee taking into consideration student needs when planning the end of the leave. This leave will be counted as part of the twelve (12) week leave entitlement under the Family and Medical Leave Act (FMLA). Accumulated leave is required to be used for the FMLA portion or thirty (30) contractual days whichever is greater. Whenever possible, upon return from this leave, a Covered Employee shall resume the position held at the time such leave commenced.
 - 8.9.2. Certification of physical ability and ability to perform all duties without limitation must be submitted by the Covered Employee's licensed health care provider to the District's Human Resources Department prior to return to work. In addition, the District shall have the right to require the Covered Employee at any time to undergo an examination by a licensed healthcare provider selected by the District, the cost of any such examination to be paid by the District.
- 8.10. Short Term Disability - In the event an employee chooses to apply for P.E.R.A. short-term disability, the employee shall request an appropriate health leave:
 - 8.10.1. The employee will notify the Human Resources Department upon application.
 - 8.10.2. The employee will notify the Human Resources Department upon P.E.R.A.'s approval/denial of the application.
 - 8.10.3. The P.E.R.A. insurance provider will determine the duration of short-term disability.

SECTION 9 - TEMPORARY LEAVES OF ABSENCE

- 9.1. The District will comply with the Family and Medical Leave Act (FMLA) and will designate leave as protected leave under FMLA when it has sufficient information to determine that temporary leave qualifies as protected leave under the FMLA.
- 9.2. Day Leave
 - 9.2.1. Day leave is granted on the following bases:
 - 9.2.1.1. Full time Work Year – 10 days
 - 9.2.1.2. For each additional 10 contract days the employee will receive one half (1/2) day of additional day leave.
 - 9.2.2. Day leave for regularly contracted Covered Employees who work less than full time shall accumulate at a lesser rate, prorated upon the amount of time the Covered Employee is scheduled to work. All day leave shall be available from the beginning of the school year. Unused day leave is carried forward from one fiscal year to the next and shall be added to the employee's accumulated sick leave balance.
 - 9.2.3. Day leave is intended for sick leave of the employee, to attend to the illness of immediate family, emergency, and personal business for the employee. It is acknowledged that each day of a Covered Employee's contract is invaluable, and the greatest impact on student and adult learning comes from educators being engaged with their students and in professional learning. With this in mind, Covered Employees are encouraged to be mindful and use professional judgement when choosing to use their day leave days. In the event an employee is requesting three (3) or more consecutive days of leave, he or she must submit an Employee Leave Request as soon as possible to his or her site administrator(s). The form will contain an affirmation that the leave will not be used for vacation or job interviews and will identify a reason for the leave. Human Resources will review such requests with the understanding that sometimes there are extenuating circumstances.
 - 9.2.4. Documentation from a licensed health care provider specifying the nature and extent of illness may be required of any Covered Employee using eleven (11) or more days of leave during any contract year. Additionally, where an employee has been out for eleven (11) or more work days, the District may provisionally designate day leave as Family Medical Leave to ensure that the employee receives the full benefit of FMLA. The Board shall have the right to require any Covered Employee at any time to undergo an examination by licensed healthcare provider, selected by the Board or designee; the cost of such examination to be paid by the District.
 - 9.2.5. Day leave will not be granted to Teachers if a substitute is not available, excepting for illness or an emergency. (An emergency must be explained to the satisfaction of the Superintendent or designee.)
 - 9.2.6. The day immediately preceding and/or following holiday/vacation periods/furlough days identified on the adopted district calendar and the first and last student contact days are not usable for day leave excepting in the case of illness or if there are extenuating circumstances. If an employee uses day leave on one the aforementioned days, the employee must submit an Employee Leave Request stating the reason for the absence no later than the last workday of the month in which the day was requested. Failure to submit an Employee Leave Request could result in a deduction of pay, upon review by Human Resources.
 - 9.2.7. In the event an Employee Leave Request is denied, the Covered Employee may file an appeal. The appeal must be submitted in writing to the Human Resources Department no later than 30 calendar days after the date of the leave and shall include a statement as to why the leave should be approved. The Employee Leave Request Appeals Panel shall consist of representation from MVEA, Human Resources and administration. The following criteria will be reviewed and taken into consideration by the Employee Leave Request Appeal Panel:
 - 9.2.7.1. Day Leave Usage History
 - 9.2.7.2. Reason for the Request
 - 9.2.7.3. Covered Employee Provided Statement
 - 9.2.7.4. Any additional information as requested by the panel
 - 9.2.8. The decision of the Employee Leave Request Appeal Panel shall be final.
 - 9.2.9. MVEA and the District will jointly develop incentives to encourage judicious use of day leave. This item will be reviewed annually.

9.3. Bereavement Leave

9.3.1. Five (5) days leave will be granted in case of death of an immediate family member, such leave to be completed no later than one (1) week following the funeral of the deceased family member; however, absence for this cause in excess of five (5) days shall be charged to the Covered Employee's day leave. The term "Immediate Family" is defined as including father, father-in-law, step-father, mother, mother-in-law, step-mother, grandparents, grandchild, sister, sister-in-law, step-sister, brother, brother-in-law, step-brother, son-in-law, daughter-in-law, husband, wife, child, stepchild or individual living in household. Absence necessitated by death in the family other than in the "Immediate Family" shall be given the same consideration upon recommendation by the Superintendent, or designee.

9.4. Professional Leave – This section is suspended and subject to annual review.

9.4.1. Guidelines for the approval and use of professional leave days for Covered Employees will be developed by a committee consisting of six (6) Covered Employees selected by the Association and one (1) administrator in an ex officio capacity. These guidelines will be presented to the Board of Education for adoption.

9.4.2. Requests for professional leave initially will be submitted to the building principal. The principal shall approve or deny the request. If approved, the request shall then be presented to the above named Professional Leave Bank.

9.4.3. The Professional Leave Bank (PLB) may approve or deny the request. Five hundred (500) days of substitute pay shall be available each school year for distribution by the PLB. If a request is denied, the PLB may allow the Covered Employee to use Day Leave without affecting the incentive in Section 9.2. In this case, the PLB shall notify the District. In the event that PLB denies the leave with the substitute provided, the PLB may approve the leave with the Covered Employee paying for the substitute. The District will also appropriate dollars each school year as negotiated to the PLB. Covered Employees granted professional leave may be granted funds from this appropriation for expenses incurred in the use of such leave. The decision of the PLB is final.

9.4.4. Copies of requests will then be forwarded to the Superintendent or designee.

9.4.5. It is understood that decisions regarding professional leave applications, at any level of the process, will be made within the established guidelines.

9.5. Community Service Leave

9.5.1. Requests for Community Service Leave may be submitted to the Superintendent, or Superintendent's designee. Such requests shall be accompanied by documentation of the circumstances involved. The request will be reviewed by a representative from MVEA and a representative from Human Resources and forwarded to the Superintendent. The Superintendent, or designee, may grant community service leave to the Covered Employee for either one (1) eight (8) hour request or two (2) four (4) hour requests per Work Year. Day leave may be used for additional hours of community service. Service as an election judge in a municipal, school, county, state or federal election will be reviewed for community service leave. All decisions rendered by the Superintendent, or designee, shall be considered final and not subject to the grievance procedure contained herein.

9.6. Officiating and Judging Leave

9.6.1. On the approval of the Superintendent, or Superintendent's designee, leaves may be granted for officiating and judging interscholastic activities following guidelines in Section 9.2. Documentation may be required.

9.6.2. The time released from District duties to serve as paid officials and judges for out-of-district interscholastic activities shall be deducted from day leave.

9.6.3. Covered Employees serving as non-paid officials and judges for interscholastic activities shall not be charged with deductions from pay or day leave.

9.7. Leave for Emergency

9.7.1. Leaves for emergency are included in Day Leave provision (9.1). Covered Employees using eleven (11) or more days may submit a written request to the Superintendent for consideration. Covered Employees may use accumulated sick leave for approved emergencies, or if no accumulated sick leave is available, this leave will be unpaid.

9.8. Jury Duty

9.8.1. A Covered Employee who is required to serve on a jury will be excused from duties and shall receive regular salary in addition to any jury service fees received from the court, while

actually performing jury service, during periods when the Covered Employee would otherwise be performing duties for the District. Juror certificate will be required.

9.8.2. To qualify for the benefits provided in this section, a Covered Employee shall promptly report for normal duties whenever released by the court, or a court official, for either all or part of any day, from being present in court.

9.9. Subpoenaed Witnesses

9.9.1. Covered Employees subpoenaed as witnesses may be excused from their duties upon documentation of court notices for such witness service without any deduction in salary, unless the witness is being paid as an expert witness and is paid more than the statutory amount by the court.

SECTION 10 - SICK LEAVE BANK - Sick Leave Bank, hereinafter referred to as Program, shall be established under the following provisions:

- 10.1. A Sick Leave Bank Program Board, hereinafter referred to as Program Board, shall be established and will be the governing body for the Program. The Program Board shall consist of five (5) voting members from the Association, selected by the Association, and one (1) non-voting ex officio member who shall be the District Executive Director of Human Resources or designee. It shall be the responsibility of the Program Board to judiciously administer the provisions of the Program and to safeguard against the capricious use of the Program.
- 10.2. Enrollment periods for the Sick Leave Bank shall be the month of September each year. During these periods, any Covered Employee may enroll by completing the required form and contributing two (2) days sick leave. Employees new to the District may enroll at the time of hire. The District will contribute two (2) days to the Sick Leave Bank on behalf of any new employee who attends the two (2) non-compensated training days before the beginning of the contract year.
- 10.3. A member of the Program may terminate membership by completing a required form provided by the Program Board during the enrollment period each year; however, the days contributed by the terminating employee may not be withdrawn.
- 10.4. A member shall use his/her accumulated leave days prior to utilizing days which may be provided by the Program.
- 10.5. The Program Board may grant one (1) to sixty (60) days each school year to an individual member requesting days from the Program. If the Program Board, following an examination of the individual situation, determines that the circumstances are unusual and merit an extension, an extension of one (1) to thirty (30) days may be granted. It is understood that the Program Board has the authority to deny any request. In such instance, the Program member may appeal in accordance with Section 10.11. Use of sick leave bank days is limited to ninety (90) days per specific illness per member.
- 10.6. Days used from the Program by members will not have to be replaced by the member.
- 10.7. Days provided by the Program can only be withdrawn from the Program for a member's illness or injury.
- 10.8. Request for use of Program days must be submitted in writing to the Program Board, accompanied by the following:
 - 10.8.1. Completed "Certification of Health Care Provider for Employee's Serious Health Condition (FMLA) form/ (WH-380-E). This must be completed by the employee's health care provider.
 - 10.8.2. The employee's expected date for return to work.
 - 10.8.3. Any other pertinent information requested by the Program Board.
- 10.9. If the days in the bank on October 1, of any year, are less than two (2) times the number of bank members, each member shall contribute no less than one (1) additional day to the bank.
- 10.10. The Program Board along with Human Resources may recommend such reasonable policies and procedures as it deems necessary to administer this plan for adoption by the Association. Copies of policies and will be provided to the District and available to Covered Employees.
- 10.11. Decisions of the Program Board may be appealed to the Executive Council of the Association. Decisions rendered by the Executive Council are not subject to the grievance or arbitration procedures identified in Section 6 of this Agreement and further, this appeal procedure is considered to be the exclusive remedy for a program member who has appealed the Program Board decision.
- 10.12. Copies of all correspondence, application, and other materials, submitted to the Program Board for consideration of an individual member's application, shall become a part of the individual member's medical file of the District.

SECTION 11 - TRANSFER AND ASSIGNMENT

- 11.1. Teachers, excluding those not evaluated by a building principal, shall be assigned to a particular school through a selection process involving a school administrator and at least two Teachers already assigned to the school. A Teacher may be assigned to a school only with the consent of the hiring principal (with input from at least two Teachers assigned to the school and chosen by the school faculty to represent them in the hiring process) and after a review of the Teacher's demonstrated effectiveness and qualifications indicates that the Teacher's qualifications and experience support the instructional practices at the school.
- 11.2. Assignment of a Covered Employee to a specific building or program does not require or imply permanent assignment to that building or program.
- 11.3. Voluntary Transfer and Job Postings
 - 11.3.1. When a vacant position is created, the principal, to the extent practicable, will inform the Teachers and School Counselors of the vacancy for possible reassignment (see section 11.5.1). Staff within a building where a vacancy exists should inform the principal that they are interested in the position and may be granted an interview without completing a transfer request.
 - 11.3.2. The principal of each school shall report all vacancies to the Executive Director of Human Resources or designee. All Teacher and School Counselor vacancies shall be posted and available for transfer applications as they occur for a minimum of seven (7) calendar days. This listing shall be accessible on the District website until the position is filled.
 - 11.3.3. When interviewing for a teaching or school counseling position, the hiring building will select a minimum of five (5) qualified transfer applicants to be interviewed if the transfers were received during the seven (7) calendar day posting window. If there are fewer than five (5) qualified transfer applicants, all will be granted an interview. There is no maximum to the number of transfers a principal can interview within or after the seven (7) calendar day posting window.
 - 11.3.4. Transfers will not be considered for vacancies posted on or after 28 calendar days prior to the beginning of the Work Year. If there are unusual circumstances and a teacher or school counselor wants to transfer after the deadline, both the gaining and losing administrators must agree to the transfer and the transfer date with Human Resources approval. If administrators cannot come to an agreement they will consult with Human Resources and the MVEA President to work in collaboration towards a resolution.
 - 11.3.4.1. Any vacancies occurring after the start of the school year will be posted as temporary assignments.
 - 11.3.4.2. Human Resources and the MVEA President will evaluate the transfer date annually to ensure that teachers, students and schools are not negatively impacted by last minute staffing changes.
 - 11.3.5. The District shall receive and consider requests from any Teacher or School Counselor regarding desires for transfer. Probationary Teachers and probationary School Counselors who are being recommended for non-renewal for performance reasons may apply to positions within the district as an external applicant, but are not eligible to use the transfer procedure.
 - 11.3.6. When filling a vacancy, preference shall be given to qualified personnel within District 51 if professional qualifications and ability of such personnel are essentially equal to those of other applicants. Evaluations, experience within and outside the system, training, ability, and certification/licensure shall be considered when making transfers. Stability within the staff is a consideration for the District. A Teacher or School Counselor who is denied a transfer may request a written explanation from the Executive Director of Human Resources or designee.
 - 11.3.7. Except in the event of a planned staff reduction or as the result of unusual circumstances which are accepted by the Superintendent as justification for transfer, the following guidelines will be followed:
 - 11.3.7.1. A non-probationary School Counselor or non-probationary Teacher who is on a T/CIP Verbal Notification, Written Concern, or Building Support Plan is eligible to apply and interview for a transfer.

- 11.3.7.2. A non-probationary School Counselor or non-probationary Teacher who is on a T/CIP District Support Plan or Disciplinary Phase of the evaluation system is neither eligible to apply nor interview for a transfer.
- 11.4. Involuntary Transfer
- 11.4.1. Teachers and School Counselors may be involuntarily transferred under the following conditions:
- 11.4.1.1. When a Teacher's or School Counselor's assignment to a specific school, grade or program is no longer necessary or appropriate due to a decline or reduction in student enrollment in identified schools, grade, class or program.
- 11.4.1.2. When a Teacher's or School Counselor's assignment to a specific school, grade or program is no longer necessary or appropriate due to a reduction, elimination or other changes in the District's or school's programs or curriculum.
- 11.4.1.3. When a transfer is necessary or appropriate to correct an imbalance or inequity in workload or class sizes for Teachers or School Counselors assigned to similar positions within the District, as determined by the District after consultation with MVEA.
- 11.4.1.4. To accommodate leave returnees.
- 11.4.1.5. Extenuating circumstances as determined by the District after consultation with the MVEA.
- 11.4.2. Teachers and School Counselors identified as possible involuntary transfers shall be identified in the following manner and sequence:
- 11.4.2.1. The school, department, grade level, or team with the surplus will be identified.
- 11.4.2.2. Voluntary transfers will be solicited before identifying involuntary transfers.
- 11.4.2.3. The program needs shall be considered in determining the Teacher(s) or School Counselor(s) to be transferred.
- 11.4.3. Teacher or School Counselor involved and the administrator at the earliest possible date, at which time the Teacher or School Counselor will be notified in writing of the reasons for the transfer.
- 11.4.4. A list of open positions shall be available on the District website to all Teachers and School Counselors being involuntarily transferred. A Teacher or School Counselor may pursue any and all positions for which they are qualified.
- 11.4.5. A Teacher or School Counselor being involuntarily transferred shall have priority over voluntary transfers and new hires, whenever possible.
- 11.5. Covered Employee Assignment
- 11.5.1. Any change in subject area, or grade level assignment, will be made after consultation with the Teacher(s) or School Counselor(s) involved. To the extent possible, building administration shall notify Teachers and School Counselors regarding their assignment for the following school year, including schools to which they will be assigned, the grade levels, and/or subject area, by the last day of the Work Year.
- 11.5.2. When determining a Teacher or School Counselor's assignment as described in section 11.5.1, they shall not be moved into a position for which they are not qualified.
- 11.5.3. For Covered Employees regularly assigned to more than one building, a meeting with the building principals and, if applicable, the appropriate coordinator will take place within the first 30 days of the Work Year, to clarify assignment, schedules, evaluations, meetings, parent conferences, PLCs and other expectations.
- 11.5.4. School Psychologists will engage in a collaborative, transparent process each spring with Special Education Coordinators to determine placement for School Psychologists for the following school year. Consideration will be given to clustering assignments with regards to level, School Psychologist and building leader preference, building enrollment numbers, special education caseload, mileage, ancillary assignments and other extended contracts. To the extent possible, any change in assignment made after the collaborative process will include consultation with the School Psychologist(s) involved. A School Psychologist whose assignment is modified or assignment request is denied may request a written explanation from the Director of Special Education or designee.
- 11.5.5. After the collaborative process has occurred in the spring, any unfilled school psychologist assignments opening during the summer must be filled and will be offered to all School Psychologists first (via email or meeting). School Psychologists taking additional assignments

will be given a Memo of Understanding defining additional compensation and responsibilities for such assignment. In the event there are no volunteers and third party contract services have been exhausted, positions will be assigned and a Memo of Understanding offered at their hourly rate.

11.6. Job Sharing

- 11.6.1. For the purpose of this Agreement, job sharing shall refer to the sharing of a single staff position by two (2) Teachers or School Counselors designated as primary job holder and job share partner.
- 11.6.2. Each job sharing arrangement shall be for one (1) school year. The Teachers or School Counselors may request renewal on a yearly basis. In order for a shared position to be approved, the two (2) Teachers or School Counselors must complete a District application form. All applications for job sharing and/or renewal must be submitted to the Human Resources Department no fewer than twenty (20) days prior to the last day of the Work Year. This application must be approved or denied by the last day of the Work Year. In determining the placement of a job sharing team, the Teachers or School Counselors involved will arrive at a mutually acceptable decision. Said determination must be approved by the principal and Human Resources Department.
- 11.6.3. Prior to approval, assignment and schedules will be arranged by the Teachers or School Counselors and the principal. Participants will agree to attend appropriate meetings, parent conferences, back-to-school nights, etc. Where possible, the participants will serve as substitutes for one another at the Teachers' or School Counselors' established per diem rates.
- 11.6.4. Teachers or School Counselors involved with job sharing will receive one half (½) of all fringe benefits (P.E.R.A., insurance, day leave, etc.). They will also receive half (½) their annual salary, as determined by their position on the adopted salary schedule as a full-time Teachers or School Counselors at the same time they begin the job sharing assignment. For purposes of seniority accrual and salary advancement, each job sharing Teacher or School Counselor will be credited with one (1) year of service for each year spent in job sharing. A non-probationary Teacher or non-probationary School Counselors participating in the job sharing program will not lose non-probationary status by participating.
- 11.6.5. If one (1) member of the job sharing team leaves during the school year, the remaining member of the team will agree to complete the school year as a full-time employee if the District cannot find an acceptable candidate to finish the school year. If a Teacher or School Counselor elects to return to full-time duty, if the District wishes to make personnel changes in the job sharing program, or if the position is dissolved, the job share partner (and the primary job holder if necessary) will be considered a voluntary transfer (if having probationary status) and involuntary transfer (if having non-probationary status).

11.7. Displacement - The reassignment of Teachers who are Displaced Teachers shall be accomplished in accordance with this subsection 11.7. Voluntary and involuntary transfers of Teachers that do not result from displacement shall be governed by subsections 11.3 and 11.4 above, respectively.

11.7.1. The following definitions shall apply to this Section 11.7.

11.7.1.1. "Displaced Teacher" means any non-probationary Teacher whose services the District has determined are no longer required on account of a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution, and who has been removed from the Teacher's assigned school in connection with such determination by written notice of displacement by the Superintendent to the Teacher pursuant to subsection 11.7.3.2.

11.7.1.2. "Hiring cycle" means the period of time during which the Board reviews the staffing needs of the District and acts to fill vacant positions. The Board engages in two hiring cycles each calendar year: first, when the Board projects and fills staffing needs for the next school year (between approximately March and the day before the first student contact day of the next school year and second, as the Board review its current staffing and makes adjustments as necessary during the current school year (from the first student contact day through the last student contact day of the current school year).

- 11.7.1.3. "Priority hiring pool" means a subgroup of Displaced Teachers who were actively employed and deemed satisfactory or effective in their performance evaluation preceding their displacement and who have not secured a new assignment pursuant to Section 11.1 above.
- 11.7.1.4. "Mutual Consent Placement" means the selection of a Displaced Teacher for a teaching position pursuant to the requirements of subsection 11.1 above.
- 11.7.2. Board of Education's determination and resolution
 - 11.7.2.1. If the Board determines a drop in enrollment, turnaround, phase-out, reduction in program, or reduction in building necessitates action that may require the displacement of one or more Teachers, it shall adopt a resolution that identifies the action and the reasons for that action. This resolution shall be transmitted to the Superintendent and made available to District faculty.
 - 11.7.2.2. To the extent possible, the Board shall establish the actual number of Teacher positions to be displaced consistent with the Board's authority to establish educational programs within the District. If it is not possible at the time the Board issues its initial resolution for the Board to address personnel implications, the Board shall issue a revised resolution of action after receiving additional input from the Superintendent.
- 11.7.3. Superintendent's action
 - 11.7.3.1. After receiving the Board's resolution, the superintendent shall prepare recommendations for appropriate personnel action, which may include Teacher displacement under this subsection 11.7, consistent with Board policy and state and federal law. As necessary and appropriate, the Superintendent shall submit to the Board such recommendations and the Board may revise as necessary its resolution of action.
 - 11.7.3.2. The superintendent or designee shall cause written notice of displacement to be provided to all Displaced Teachers. Notice shall be in writing and delivered via certified mail to a Displaced Teacher's address of record. A list of open positions shall be available on the District website to all Displaced Teachers. A Displaced Teacher may pursue any and all positions for which they are qualified.
- 11.7.4. Mutual consent placement
 - 11.7.4.1. A Displaced Teacher shall have the right to pursue a mutual consent placement in the District and shall be responsible for pursuing any and all vacancies for which he/she is qualified. A Displaced Teacher in the priority hiring pool shall receive the first opportunity to interview for available positions for which he/she is qualified within the District. However, nothing in this subsection 11.7 shall be construed to require a principal to fill a vacancy with a Displaced Teacher.
 - 11.7.4.2. During the period in which a Displaced Teacher is attempting to secure a mutual consent placement, the District may place a Displaced Teacher on a twelve-month assignment or other limited-term assignments, including, but not limited to, a temporary teaching assignment, substitute assignment or instructional support role at the Teacher's current base salary. Such limited-term assignments shall not constitute a mutual consent placement.
 - 11.7.4.3. If a Displaced Teacher secures a mutual consent placement, the Board shall approve the transfer of the Teacher to such placement. If a Displaced Teacher is unable to secure a mutual consent placement in a District school after twelve months or two hiring cycles (whichever period is longer) the District shall place the displaced Teacher on unpaid leave until such time as the Displaced Teacher is able to secure an assignment. If the Displaced Teacher secures a mutual consent placement while placed on unpaid leave, upon Board approval of the transfer of such Teacher to such placement, the District shall reinstate the Displaced Teacher's salary and benefits at the level they would have been if the Displaced Teacher had not been placed on unpaid leave.

SECTION 12 – EMPLOYMENT STATUS

- 12.1. Any change made by the District in the employment status of a Teacher shall be consistent with the provisions of the Act.

- 12.2. Employment contracts with School Counselors shall contain provisions assuring that:
- 12.2.1. School Counselors shall be deemed to have non-probationary status upon re-employment for the academic year succeeding three consecutive years of demonstrated effectiveness and continuous full time employment required for a probationary period. The District may include in such contracts provisions for revocation of such non-probationary status based on evaluations of employee performance and/or effectiveness, so long as such provisions are, to the extent practicable, consistent with the process and procedures established in accordance with applicable law for loss of non-probationary status of Teachers.
 - 12.2.2. Such contracts shall be subject to nonrenewal during the probationary period to the same extent and in accordance with the same procedures that are applicable to the contracts of probationary Teachers under the Act.
 - 12.2.3. School Counselors may not be dismissed except upon the grounds for dismissal of a Teacher as set forth in the Act, and in accordance with the following procedures:
 - 12.2.3.1. Prior to dismissal, the School Counselor shall be given an opportunity for an informal hearing with the Executive Director of Human Resources. Such hearing shall be conducted in accordance with the Board's Guidelines for Informal Hearings set forth in Board Policy GBKA. If said Director determines after such informal hearing that dismissal is appropriate, the School Counselor shall be given written notice of such dismissal stating the reasons for such action. Such dismissal shall be subject to appeal as set forth in subparagraphs 12.2.3.2 and 12.2.3.3 below.
 - 12.2.3.2. A School Counselor may appeal his or her dismissal by filing a written request for a post-dismissal hearing with the office of the Superintendent within five (5) working days after receiving a written notice of dismissal. The procedures for the post-dismissal hearing shall be as follows:
 - 12.2.3.2.1. No later than five (5) working days following the receipt by the Superintendent of the School Counselor's hearing request, the School Counselor and Superintendent shall jointly select an impartial hearing officer ("IHO") to conduct the hearing. If the School Counselor and Superintendent fail to agree on the selection of an IHO within such five (5) day period, the Superintendent shall designate a person not employed by the District to serve as the IHO. The IHO shall be an impartial individual with experience in the conducting of hearings and with experience in labor or employment matters.
 - 12.2.3.2.2. The IHO shall be authorized to issue scheduling orders, hold pre-hearing conferences, grant extensions of time for good cause, and adopt such other procedures as may facilitate an orderly and efficient hearing process. The IHO shall conduct a setting to schedule the hearing date not less than five (5) working days nor more than fifteen (15) working days from the filing of the written hearing request, and the hearing shall be held within ninety (90) days following receipt by the Superintendent of such request. Written notice of the date, time and place of the hearing shall be given to the School Counselor requesting such hearing.
 - 12.2.3.2.3. At the hearing the School Counselor may be accompanied by an attorney or other representative of his or her choice. The technical rules of procedure and evidence shall not apply, but the hearing shall be conducted so that both contentions and responses are amply and fairly presented. To this end the IHO shall permit either party to call and examine witnesses, cross-examine witnesses and introduce exhibits. In ruling on the admissibility of evidence, the IHO shall require substantiation of statements or records tendered, the accuracy or truth of which is in reasonable doubt. The hearing shall be electronically recorded so that the testimony, arguments, objections and rulings may be preserved. A transcript of the proceedings shall not be required.
 - 12.2.3.2.4. Within five (5) working days after the hearing, the IHO shall make specific findings of fact and submit those findings to the

Superintendent, along with a recommendation to affirm or reverse the decision of the Executive Director of Human Resources that grounds for dismissal exist.

12.2.3.2.5. The Superintendent shall promptly review the IHO's factual findings and recommendation, and issue a written decision. Such decision shall be final unless an appeal to the Board is timely commenced as provided in subparagraph 12.2.3.3 below. The Superintendent may, in his or her discretion, adopt or reject the IHO's recommendation, in whole or in part, and may also alter or revise the disciplinary action taken. If the decision that grounds for dismissal exist is reversed, the School Counselor will be returned to duty with full back pay and benefits. In such event the Superintendent shall make such additional orders relating to salary, schedules and seniority as may be appropriate.

12.2.3.3. The School Counselor may appeal the Superintendent's decision to the Board by filing a written notice of appeal with the secretary of the Board within five (5) working days after being advised of the Superintendent's decision. The notice shall state the basis for the appeal and identify those parts of the record, including those parts of the testimony and exhibits, which should be considered by the Board. The procedures for an appeal to the Board shall be as follows:

12.2.3.3.1. If a notice of appeal is timely and properly filed, the Board will review the record of the proceedings concerning the dismissal. The record shall include the notices and other documents concerning the dismissal proceedings, including the hearing exhibits, if any, along with the transcript of the testimony, if any, the IHO's findings and recommendations, and the Superintendent's decision. The review shall not be de novo, but shall be limited to whether the Superintendent's decision was arbitrary or capricious, a denial of statutory or constitutional right, power, privilege or immunity, in excess of statutory jurisdiction, authority purposes, or limitations, not in accord with the procedures or procedural limitations of district policy or procedure, or based upon findings of fact that are clearly erroneous on the whole record, unsupported by substantial evidence when the record is considered as a whole, or otherwise contrary to law.

12.2.3.3.2. The District and the School Counselor appealing the decision shall share equally in the cost incurred for preparation of a transcript of so much of the testimony as may be required to determine the issues raised in the appeal to the Board. The School Counselor shall lodge the record on appeal with the secretary of the Board within fifteen (15) calendar days after filing the notice of appeal together with written argument and authority in support of the appeal. Where the basis for appeal is that the Superintendent's decision rests upon findings of fact that are clearly erroneous or unsupported by substantial evidence when the record is considered as a whole, a transcript of the entire proceeding shall be provided. The Superintendent shall have ten (10) calendar days after the lodging of the record, argument and authority to file a response. The Board may, but need not, grant oral argument to the Superintendent or the School Counselor. If any oral argument is permitted, the Superintendent and the School Counselor or their respective representatives may make brief argument or statements to the Board, but no new evidence may be presented. Members of the Board may ask questions for purposes of clarification of the record.

12.2.3.3.3. The Board shall render its decision within ten (10) calendar days after the date of the Superintendent's response or the date of oral argument, whichever is later. A decision of the Board shall be final, subject to judicial review.

12.2.3.3.4. The Board president may grant an extension of any time requirements set forth in this subparagraph upon a showing of good cause.

12.3. Any change made by the District in the employment status of a School Psychologist shall be consistent with the provisions of the School Psychologist's employment contract and applicable Board policies and regulations.

SECTION 13 - REDUCTION IN FORCE (RIF)

- 13.1. As provided in state law and Board policy, the Board may cancel the employment contracts of Covered Employees when there is a justifiable decrease in the number of covered employee positions as a result of a fiscal exigency or program change as determined by the Board. However, before any meeting of the Board at which the Board will consider a proposed resolution or decision that a fiscal exigency exists or a program change is to be made that may require the cancellation of the employment contract of one or more Covered Employees, the Superintendent shall convene a meeting of the Professional Council established pursuant to Section 7 above to consult regarding the nature and extent of the fiscal exigency or proposed program change, and regarding any plan then contemplated by the administration for reduction of covered employee positions.
- 13.2. If the Board decides that the number of covered employee positions is to be reduced, normal attrition, retirement, and resignations shall be considered prior to any cancellation of Covered Employee employment contracts. In the event that cancellation of Covered Employee employment contracts is necessary to achieve the reduction required by the Board, the following shall be considered as significant factors in determining which particular employment contracts will be recommended for cancellation:
- 13.2.1. The needs of the district.
- 13.2.2. The best interest of the students enrolled in the district.
- 13.2.3. Education, licensing endorsements and other professional qualifications.
- 13.2.4. Job performance over the previous three year period as measured using the criteria and standards set for evaluation of Covered Employees in accordance with applicable state law and state board of education rules governing evaluation of licensed personnel.
- 13.2.5. The seniority of the Covered Employee.
- 13.2.5.1. The probationary or non-probationary status of a Teacher or School Counselor, and the seniority of a Teacher or School Counselor, shall also be considered as additional factors in determining which employment contracts will be recommended for cancellation as a result of the decrease in Teacher or School Counselor positions, except that such additional factors may be considered only after the consideration of the factors set forth in the Paragraph 13.2 above, and only if consideration of such additional factors is in the best interest of the students enrolled in the district. The parties agree that such additional factors shall be applied as follows: (1) as between Teacher or School Counselor in the same endorsement area for whom the factors set forth subparagraph 13.2.1 to 13.2.4, above are not determinative as to whose employment contract should be cancelled, the Probationary I Teachers or School Counselors should be cancelled first, Probationary II Teachers or School Counselors second, and Probationary III Teachers or School Counselors third, before the employment contracts of non-probationary status Teachers or non-probationary status School Counselors are cancelled; and (2) as between non-probationary status Teachers or non-probationary status School Counselors in the same licensed and endorsement area for whom the factors set forth subparagraph 13.2.1 to 13.2.4, above are not determinative as to whose employment contract should be cancelled, the employment contracts of non-probationary status Teachers or non-probationary status School Counselors will be cancelled in the inverse order of seniority.
- 13.3. Covered Employees who have been subject to a RIF shall have the right to be recalled to a covered employee position, for which they are qualified, within the District for one (1) year from the date of RIF. Covered Employees shall be recalled in reverse order of RIF.
- 13.4. Probationary Teachers or School Counselors whose contracts will be canceled during, instead of at the end of, a school year; and non-probationary status Teachers or non-probationary status School Counselors whose contracts will be canceled either during, or at the end of, a school year, shall have a right to a hearing on the propriety of such cancellation in accordance with Board policy and

regulations. If such a hearing is desired, the Teachers or School Counselors will request it in writing to the Board or Superintendent within ten (10) days after being notified of the proposed contract cancellation. If a hearing is requested, the Board will appoint an impartial hearing officer, who will specify the procedural rules to apply at such hearing. At the hearing, the Teachers or School Counselors may be represented by a person of the Teachers or School Counselors' choice.

SECTION 14 - EVALUATION

- 14.1. We believe in using a real time evaluation tool that is accessible by the covered employee and the evaluator in order to ensure that the evaluation is not a one-time event but rather a process that focuses on professional knowledge, skills, and aptitudes of the person being evaluated. This would require a body of evidence and a variety of methods for gathering data.
- 14.2. The evaluation system encourages continuous collaboration, balanced dialogue, shared responsibility, and transparency throughout the process. The goal of the evaluation system is to promote educator effectiveness by encouraging best practices through identification of areas for potential growth and providing aligned support to increase student learning outcomes. Each Covered Employee should be provided the opportunity to demonstrate exemplary practice.
- 14.3. Annual Evaluation Cycle
 - 14.3.1. Step 1: Training on the evaluation process for new staff will take place at the new staff orientation. Building orientation for all staff on changes to the evaluation process will take place within two weeks of the beginning of the Work Year.
 - 14.3.2. Step 2: Covered Employee and evaluator will begin their documented exchange of information using a variety of methods for gathering data. Itinerant employees, excluding those whose primary evaluator is a building administrator, will have building administrators listed as secondary evaluators.
 - 14.3.3. Step 3: Covered Employee completes self-assessment and Professional Growth Plan (PGP). PGP will be reviewed with evaluator within five weeks of the beginning of the Work Year; Covered Employee may choose to share self-assessment with evaluator.
 - 14.3.4. Step 4: Measures of Student Learning ("MSL") for Teachers and Measures of Student Outcome ("MSO") for School Counselors and School Psychologists will be designed and then reviewed with evaluator within eight weeks of the beginning of the Work Year.
 - 14.3.5. Step 5: Mid-year conference will include discussion of the PGP, Professional Practices Rubric, and any completed MSLs/MSOs by the end of the first semester. Covered Employee will have access to the working document for progress as completed thus far. Mid-year conference will include meaningful conversation between the evaluator and the Covered Employee which will make it clear where the Covered Employee stands so far in the evaluation. If the Covered Employee is a School Psychologist, a probationary Teacher or probationary School Counselor, the evaluator shall provide written notice to and confer with the Covered Employee during the mid-year conference regarding any concern that the evaluator knows may result in nonrenewal of the Covered Employee's employment contract. If the Covered Employee is a non-probationary Teacher or non-probationary School Counselor, then the evaluator shall provide written notice to and confer with the Covered Employee during the mid-year conference in the event the Covered Employee is not making adequate growth towards an effective rating.
 - 14.3.6. Step 6: Using a variety of methods for gathering data, the Covered Employee and evaluator will continue to engage in documented exchange of information. Supervisors who evaluate itinerant employees shall seek input from building administration throughout the evaluation process.
 - 14.3.7. Step 7a: End of year conference will be held at least two weeks before the last class day of the school year. Parties will discuss completed Professional Practices Rubric, complete the PGP (with the option of carrying over any incomplete goals to the next school year), and review MSLs/MSOs for final ratings.
 - 14.3.8. Step 7b: If parties agree on the final rating, the Covered Employee and the Evaluator shall finalize the evaluation at this time.
 - 14.3.9. Step 7c: If parties do not agree on the final rating, additional evidence may be presented by the Covered Employee to evaluator for review. The Covered Employee and the evaluator will meet to discuss any changes to the evaluation prior to the last day of the Work Year. The evaluation must be finalized by the last day of the Work Year.

- 14.3.10. Step 8: Non-probationary School Counselors and non-probationary Teachers rated partially effective or ineffective shall be given notice by the end of the Work Year of the required implementation of a Teacher/Counselor Improvement Plan. The T/CIP shall be collaboratively created at the beginning of the following Work Year.
- 14.3.11. Timelines for the above steps may be adjusted through documented mutual agreement between evaluator and Covered Employee. However, no applicable steps in the annual evaluation cycle may be eliminated or skipped.
- 14.4. Teacher/Counselor Improvement Plan (T/CIP)
- 14.4.1. The T/CIP process described in this Paragraph 14.4 shall apply only to non-probationary Teachers or non-probationary School Counselors, but the District may, in its sole discretion, utilize all or part of such process for any other Covered Employee. This process, excluding the verbal notification, is to be completed in collaboration with the Teacher or School Counselor. It shall be the intent of the parties that any concern involving unsatisfactory performance, which is considered significant, regardless of educator effectiveness rating, be addressed as soon as identified to provide adequate time for the Teacher or School Counselor that is the subject of the concern to demonstrate improvement. If concerns are not resolved following the verbal notification, then the evaluator shall complete the T/CIP process in collaboration with the Teacher or School Counselor involved. At any point during the T/CIP process, if a Teacher or School Counselor disagrees with the concern, the Teacher or School Counselor may contact the Area Director, the MVEA President, or their respective designees.
- 14.4.2. The preliminary step of the T/CIP consists of:
- 14.4.2.1. Verbal Notification - The evaluator brings the concern to the attention of the Teacher or School Counselor verbally, and then follows up with an email to confirm that the following expectations are clearly communicated:
- 14.4.2.1.1. Description of the concern including specifics about the professional practices, incidents or problems that have occurred because of the skill deficiency or behavioral concern.
- 14.4.2.1.2. Success indicators clearly identifying the expected correction or improvement.
- 14.4.2.1.3. A reasonable timeline to review progress in resolving concerns of the Verbal Notification stage.
- 14.4.2.1.4. If the concern is observable, the evaluator will directly observe the Teacher or School Counselor in the appropriate professional setting to verify and document progress. If concerns are not resolved within the timeline for Verbal Notification, then the T/CIP form is initiated upon implementation of the Written Concern phase, and the date of the Verbal Notification is documented.
- 14.4.3. The formal T/CIP steps include:
- 14.4.3.1. Written Concern - If the identified concern persists with a Teacher or School Counselor, the evaluator may develop and implement a Written Concern on the T/CIP Form. The Written Concern will include:
- 14.4.3.1.1. Description of the concern including specifics about the professional practices, incidents or problems that have occurred because of the skill deficiency or behavioral concern.
- 14.4.3.1.2. If applicable, standard(s), elements, and professional practices relating to the described concern.
- 14.4.3.1.3. Success indicators clearly identifying the expected correction or improvement. This section will list any additional data sources (multiple sources if possible) and how data will be collected which will be used to create a complete picture of the Teacher or School Counselor's progress regarding the concern.
- 14.4.3.1.4. Date for plan review meeting(s) will be set to review the challenges and successes in the T/CIP.
- 14.4.3.1.5. If the concern is observable, the evaluator will directly observe the Teacher or School Counselor in the appropriate professional setting to verify and document progress.

- 14.4.3.2. Building Support Plan - If the identified concern persists with a Teacher or School Counselor, the evaluator may develop and implement a Building Support Plan on the T/CIP Form. The Building Support Plan shall also be used when Teacher's or School Counselor's final evaluation rating is partially effective or ineffective. The Building Support Plan will include the concern, standard(s), success indicators, date for plan review meeting(s) and:
- 14.4.3.2.1. A timeline for review showing reasonable dates for actions to be taken and changes to be made.
 - 14.4.3.2.2. Employee action steps identifying which steps need to be taken by the Teacher or School Counselor to improve performance.
 - 14.4.3.2.3. Evaluator action steps identifying the building level resources that are to be made available to the Teacher or School Counselor to help improve performance including professional development, plus appropriate support and specific resources from the evaluator and other staff.
- 14.4.3.3. District Support Plan - If the identified concern persists despite the implementation of the Building Support Plan, the evaluator may develop and implement a District Support Plan with consultation from the appropriate central office administrator(s). The purpose of the District Support Plan is to access and coordinate District resources to provide the necessary support for Teacher or School Counselor improvement. District Support Plan will include concern, standard(s), success indicators, timeline for review, employee action steps, evaluator action steps, date for plan review meeting, and:
- 14.4.3.3.1. District action steps which shall outline the district's responsibility to make opportunities available for the Teacher or School Counselor to improve performance including any resources to the Teacher or School Counselor /evaluator which would aid the improvement. District steps shall include but not be limited to an Area Director or their designee's involvement in the T/CIP process.
- 14.4.3.4. Disciplinary Phase - If the identified concern persists and significant and sustainable improvement has not been made, the evaluator may recommend disciplinary action up to and including dismissal. The Teacher or School Counselor will be given written notification of any action of the Superintendent of Schools or designee. Nothing in this Paragraph 14.4 or the T/CIP process outlined above shall preclude the District from immediately moving to the disciplinary phase if the District deems such action to be warranted. The Teacher or School Counselor may be immediately moved to the Disciplinary Phase due to, but not limited to, violation of district board policies, or violation of state law.
- 14.5. It shall be the intent of all parties that any concern involving unsatisfactory performance of a School Psychologist which is considered significant be addressed as soon as identified to provide adequate time for the School Psychologist that is the subject of the concern to demonstrate improvement. If an identified concern persists, the evaluator may implement a School Psychologist Improvement Plan. The plan for School Psychologists will outline concerns, standards, success indicators, employee and evaluator action steps, timeline and plan review date. Nothing in this Paragraph 14.5 shall preclude the District from immediately taking disciplinary action if the District deems such action to be warranted.
- 14.6. Any Covered Employee for whom an evaluation is made, will acknowledge such evaluation to indicate that the Covered Employee is aware of its contents. Both parties will acknowledge that the material has been reviewed with the understanding that it does not indicate agreement with the contents of the report. It is further understood that the acknowledgment does not indicate that the Covered Employee has waived any rights or protections provided by law or any terms of this Agreement.
- 14.7. If a Covered Employee feels that the final evaluation is incomplete or inaccurate, the Covered Employee may add any comments to the final evaluation report to be placed in the Covered Employee's personnel file.
- 14.8. A non-probationary Teacher or non-probationary School Counselor who receives a rating of ineffective or partially effective may appeal the content of his/her evaluation (standards 1-4

professional practices ratings or data used for standard 5) within 15 calendar days of receiving his/her final rating. This appeal must be made in writing to the District's Executive Director of Human Resources and include grounds for the appeal. Any grounds not raised at the time the written appeal is filed shall be deemed waived. Except as provided in this Paragraph, Covered Employees may not appeal his/her evaluation or effectiveness rating.

14.8.1. Both the evaluator and the Teacher or School Counselor filing the appeal shall be notified of appeals protocol upon filing an appeal. Appeals will be heard by members of an appeals panel. Individually, the Teacher or School Counselor and/or evaluator may address the panel. Within 21 calendar days of filing, the panel will render a written recommendation to the Superintendent regarding each of the grounds of the appeal. The Superintendent will give a decision of no change in rating, new rating, or "no score," and the reasons thereof in writing to the Teacher or School Counselor within 30 calendar days of the filing. The decision of the Superintendent shall be final. If it is found either through an appeal or grievance that the evaluation process was not used with fidelity as articulated in State law and/or District policies, the Teacher's or School Counselor's rating will not impact his/her non-probationary status nor negatively impact his/her salary. Any timelines in this process may be extended by mutual agreement of the Teacher or School Counselor and District providing the entire process takes no longer than 90 calendar days.

14.8.2. MVEA and Human Resources will select the appeals panel members within seven (7) calendar days of the Teacher or School Counselor filing an appeal. This panel will be comprised of 3 Covered Employees and 3 administrators (building principals and/or assistant principals). The appeals panel should represent the administrators and Covered Employees from the level (elementary, middle, or high) and Covered Employees from the subject area of the Teacher or School Counselor filing the appeal. The subject area shall be defined as primary or intermediate at the elementary level, and math, science, literacy, social studies, or electives at the middle and high school levels. No current Teacher or School Counselor or current administrator from the same building as the Teacher or School Counselor filing the appeal shall serve on the panel.

14.9. If an alleged violation of the evaluation process is part of the Teacher's or School Counselor's claim, the Teacher or School Counselor may file a grievance. If the Teacher or School Counselor takes issue with the content of the evaluation, they may file an appeal. A Teacher or School Counselor cannot file both a grievance and an appeal. Grievances shall be initiated as provided in Section 6 above.

SECTION 15 – CORRECTIVE ACTION

15.1. Before taking a corrective action regarding a Covered Employee, a supervisor shall investigate the matter of concern and meet with the Covered Employee to hear the Covered Employee's response regarding the matter.

15.2. If the supervisor determines it is necessary to take a corrective action, the supervisor or appropriate district administrator shall schedule another meeting with the Covered Employee and notify the Covered Employee in advance that the reason for the meeting is to take a corrective action.

SECTION 16 - COVERED EMPLOYEE'S FILE

16.1. In this section, "Covered Employee's file" shall mean and refer to the official District employment file regarding a Covered Employee that is kept and maintained by District's Human Resources Department located at the District's central administration building and to the Covered Employee's building file. For purposes of this section, the Covered Employee's building file shall refer to the file regarding a Covered Employee kept and maintained by the Covered Employee's immediate supervisor for purpose of performance evaluation.

16.1.1. Consistent with the terms of federal and state law, each Covered Employee may review, during business hours at a time mutually convenient to the Covered Employee and the custodian of the file, the contents of the Covered Employee's file. At the Covered Employee's request, a second party of the Covered Employee's choice may accompany the Covered Employee. The review will be made in the presence of the custodian of the file.

16.1.2. Any complaint directed toward a Covered Employee which is placed in the Covered Employee's personnel file, will be called promptly to the Covered Employee's attention.

16.1.3. No material derogatory to a Covered Employee's conduct, service, character, or personality, will be placed in the Covered Employee's file unless the Covered Employee has been given an

opportunity to read and sign the materials. The Covered Employee's signature on the material to be filed will signify only the Covered Employee's acknowledgment that the Covered Employee has read the material.

- 16.1.4. The Covered Employee may provide a written explanation concerning derogatory information in the file, and the original signed copy of that explanation will be attached to the material and made a part thereof.
- 16.1.5. Derogatory material which becomes the basis for the initiation of disciplinary action against a Covered Employee will be granted to the Covered Employee for disposition should the charges be proved baseless. Consistent with federal and state law, Covered Employees may be provided with copies of material in their personnel file upon payment of reasonable duplication charges.

SECTION 17 - DUTY FREE LUNCH

- 17.1. All Covered Employees shall be provided a daily uninterrupted duty-free lunch period of at least thirty (30) minutes. A Covered Employee may have the right to leave the school during this lunch period.

SECTION 18 - WORKDAYS

- 18.1. For Covered Employees, six (6) days per school year shall be designated workdays. No District or administrative meetings will be scheduled on these days. Two (2) of these days shall be provided at the beginning of the school year in the fall. The remaining four (4) shall be scheduled at the conclusion of the first, second, third, and fourth quarters. The days at the end of the designated quarters shall be used by Covered Employees for the purpose of maintaining and reporting students' grades and achievement, planning for the following quarter, or for similar purpose.

SECTION 19 - SCHOOL CALENDAR

- 19.1. Covered Employees shall be consulted on the establishment of the school calendar. Covered Employees recommendations and advice shall be considered by the Board prior to the calendar's adoption. The calendar shall be set for the following school year by March 1.

SECTION 20 - PLANNING TIME

- 20.1. Individually directed planning time, free from outside influences and constraints, is essential for successful teaching. The purpose of Teacher planning time is to provide Teachers with self-directed time for planning, instructional preparation, evaluation of student work, and conferring with parents, thereby ensuring student success through a quality education. It is not the intent of this section to limit the ability of building leadership to support work done during planning time.
 - 20.1.1. Sections 20.1.2-20.1.6 shall apply only to Covered Employees who are Teachers.
 - 20.1.2. Teachers shall have planning time during which they will not be assigned to any regularly scheduled duties. Use of planning time referred to in this section will be at the discretion of the Teacher. No District or administrative meetings will be scheduled during this time. Time not designated as student contact time or planning time in Section 20 may be used at building or District discretion. In the event there is an alteration to the regular school schedule, i.e. testing, assembly schedule etc. the principal in consultation with the Teacher(s) will establish appropriate equitable schedules.
 - 20.1.3. Elementary Teachers shall have at least four hundred (400) minutes of planning time weekly during student contact days. Planning blocks of time shall be 30 or more continuous minutes. One (1) day each quarter shall be scheduled as a planning day for elementary Teachers. The planning days are in addition to the 400 minutes of individual planning.
 - 20.1.3.1. Teachers at each elementary school will collaboratively work with the administration to create a plan for how the minimum of 400 minutes will be guaranteed for Teacher planning. The completed plan will be submitted to the appropriate director and the MVEA president.
 - 20.1.3.2. If the 400 minutes cannot be met during a given week, the building administration and Teachers shall collaborate and agree to use some of the designated early release time to meet the 400 minute minimum requirement.
 - 20.1.3.3. If a school has gone through the procedures as outlined in 20.1.3.1 and 20.1.3.2 and cannot find 400 minutes of individual plan time, the building principal will

collaborate with the MVEA President, appropriate director and HR director to develop a plan for that school.

- 20.1.3.4. Elementary planning time will be reviewed by the Director of Human Resources and the MVEA President on an annual basis.
- 20.1.4. All middle school Teachers shall have at least 450 minutes of planning time weekly during the student contact day. At least 225 minutes shall be for individually directed planning time. Each student contact day shall contain at least one 45-minute segment of uninterrupted individual planning time.
- 20.1.5. High school Teachers shall have at least four hundred (400) minutes of planning time weekly during the student contact day.
- 20.1.6. Teachers with less than full FTE position will receive planning time proportional to their FTE share.
- 20.1.7. When a substitute teacher, administrator or district resources (TOSA, administrator, etc.) are not available to cover a Teacher's absence, other Teachers or School Counselors may substitute during their planning time. When Teachers or School Counselors substitute for at least one (1) full planning period or its equivalent of approximately forty five (45) minutes, they will be paid a stipend at the Lead Summer School Teacher hourly wage. Each building will establish a procedure which will provide an opportunity for all interested Teachers or School Counselors to fairly share this coverage. No Teacher will be asked to substitute more than once per week. No School Counselor will be asked to substitute more than one (1) full planning period or its equivalent of approximately forty five (45) minutes per week. Probationary Teachers or Teachers or School Counselors on a T/CIP Building Support Plan or District Support Plan will be eligible to cover classes after consultation with an administrator.
- 20.1.8. When a substitute teacher, administrator or district resources (TOSA, administrator, etc.) are not available to cover a Teacher's absence, as a last resort, other Teachers may incorporate the students into their classrooms for the day. When multiple Teachers or School Counselors incorporate students into their classroom they will split a stipend paid at the Lead Summer School Teacher hourly wage times the number of hours the Teacher is with the students (maximum of 5.5 hours per day). No Teacher will be asked to absorb students more than once per week. Probationary Teachers or Teachers or School Counselors on a T/CIP Building Support Plan or District Support Plan will be eligible to cover classes after consultation with an administrator. If the teacher has concerns about the safety of students in an absorption situation an alternate plan must be put into place.
- 20.1.9. In order to limit the number of days when large numbers of substitutes would be needed, District departments will coordinate to ensure that no more than 60 teachers are scheduled for district level training on any one day. When a substitute teacher, administrator or district resource (TOSA, administrator, etc.) are not available to cover a teacher's absence for a district level training, the teacher may not attend the training.
- 20.1.10. Planning period and absorption stipends guidelines outlined within Sections 20.1.7-20.1.9 will be reviewed annually.

SECTION 21 – NON-LICENSED STAFF POSITIONS

- 21.1. Staff employed in non-licensed positions shall not replace a Covered Employee in a classroom setting on a regular basis with the exception of a student Teacher or positions that were previously funded by a temporary grant.
- 21.2. Staff employed in non-licensed positions shall not provide initial instruction without the opportunity for collaboration with a Covered Employee, as per their specific job descriptions.
- 21.3. Covered Employees will work with the principal in directing activities of employees in non-licensed positions assigned to the classroom.

SECTION 22 - STUDENT TEACHERS

- 22.1. This Section 22 shall apply only to Covered Employees who are Teachers.
- 22.2. No Teacher shall be required to supervise any student teacher.
- 22.3. Insofar as practicable, cooperating Teachers shall have at least three (3) years of teaching experience, including two (2) years in District 51.
- 22.4. The cooperating Teacher shall be given at least three (3) weeks advance notice prior to the arrival of the student teacher insofar as practicable.

- 22.5. Cooperating Teachers shall work with the university program coordinator and principal in developing extensive opportunities for the student teacher to observe and practice the arts and skills of the profession.
- 22.6. In the event there are two (2) or more cooperating Teachers working with one (1) student teacher, any stipend will be prorated between, or among, the Teachers.
- 22.7. In the event that a student teacher is used as an unpaid substitute teacher, both the cooperating Teacher(s) and the building principal shall agree to the utilization of the student teacher for said purpose.

SECTION 23 - ASSOCIATION RIGHTS

- 23.1. Use of School Facilities - The Association will have the right to use school buildings for meetings without cost if a custodian is on duty and kitchen facilities are not used.
- 23.2. School Mail Service - The Association may use the electronic and paper school mail services and designated bulletin board for the distribution of posting notices, circulars, and materials relevant to Association business, providing such items are not in conflict with the orderly and effective function of the school. Three (3) copies of such items sent through the school mail shall be provided to the Superintendent, or the Superintendent's designee, at the same time as such materials are distributed to the Covered Employees.
- 23.3. Visitations - The Association officers and staff shall have access to any school, provided that they shall notify the principal's office upon their entrance to any school. Such visits shall not interfere with the duties of the Covered Employee.
- 23.4. New Covered Employee Information - The Association may include an informational letter and a return mail post card in the new Covered Employee information packet. The content of the letter will be subject to the approval of the Superintendent or his designee.

SECTION 24 - ASSOCIATION DEDUCTIONS

- 24.1. The Board agrees to deduct from Association members' salaries, an amount to cover the annual dues for the Association, the CEA and the NEA, as the Covered Employee individually and voluntarily agrees on the MVEA membership authorization form to authorize the Board to deduct and to transmit the amount to the treasurer of the Association on a regular monthly basis. The Board will also deduct, as the Covered Employee individually and voluntarily authorizes, any amounts designated as political action contributions. Such authorization shall be made on, or before, the payroll cutoff date for each month.
- 24.2. Such form shall contain a waiver of all rights and claims against the Board and the School District, and the officers thereof, for monies deducted and remitted, and a stipulation that such deductions and remittances shall continue from year to year as authorized, unless such Covered Employee notifies the Association in writing on an appropriate form that he or she desires to discontinue such authorization.

SECTION 25 - BENEFITS

- 25.1. The District shall contribute a specified amount, to be reviewed annually, towards the monthly premium for the District's group health insurance plan for full-time employees who work at least thirty (30) hours per week. The District shall contribute half (½) of the specified amount towards the District's group health insurance premium for part-time employees who work a minimum of twenty (20) hours per week in an on-going position.
 - 25.1.1. A new employee will designate whether they wish to participate in the District's group health insurance plan at the time of employment. A current employee may do so during the open enrollment period or if they experience a qualifying event.
 - 25.1.2. The District will offer employees access to the District's group dental and vision insurance. Employees will be responsible for monthly premiums for dental and vision benefits.
- 25.2. A committee to be called the District Employee Insurance Committee shall be formed by the administration to review and recommend employee insurance programs. The committee shall be composed of representatives from each category of District employees including the Association President and four (4) Covered Employees selected by MVEA. The committee shall convene at least twice each year prior to March 1.
- 25.3. At the time of separation from the District, a Covered Employee will receive one half (1/2) of every day in excess of sixty (60) days paid at the short-term certified substitute rate of pay.

25.3.1. In addition, a Covered Employee may, by written request submitted to the Payroll Department prior to the last day of the Work Year, opt to cash out any or all of their accumulated day leave in excess of sixty (60) days. If the Covered Employee opts to cash out they will received one half (1/2) of every day in excess of sixty (60) days paid at the short-term certified substitute rate of pay in their July paycheck.

25.4. This section will be reviewed annually.

SECTION 26 - ACTIVITY PASSES

26.1. For the duration of this Agreement, Covered Employees shall have the opportunity to purchase an athletic activity pass at a cost of \$10.00. This pass is nontransferable and shall allow admission of the holder and one (1) guest to all regularly scheduled athletic events hosted by District schools at no charge excepting the City of Grand Junction facility fee.

SECTION 27 - RESIGNATION/RETIREMENT

27.1. Covered Employees shall notify the Human Resources Department of their intent to retire or resign no later than twenty (20) days prior to the last day of the Work Year.

27.2. Transitional 110-110 Retirement – This agreement will be reviewed annually.

27.2.1. Upon mutual agreement between a Covered Employee and the District, a Covered Employee may be eligible for the Transitional 110 Retirement Plan. A Covered Employee will elect to take P.E.R.A. retirement, but work for the District during the next contract year immediately following the date of retirement. During the transitional year following P.E.R.A. retirement, the Covered Employee shall remain in the same position, hours and at the same placement on the salary schedule, as prior to retirement subject to working the limit of 110 days/720 hours per calendar year. P.E.R.A. requires District contributions for 110 plan employees and the employee's pay will be adjusted to cover that cost.

27.2.2. The Covered Employee shall not receive health care benefits or Day Leave (including sick leave) and cannot participate in the Sick Leave Bank. Covered Employees who participate in the plan may choose to postpone the retirement pay referred to in Section 27.

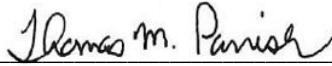
SECTION 28 - TRANSPORTATION ALLOWANCE

28.1. Covered Employees who use their personal automobiles on authorized District business will be paid mileage at the current IRS reimbursement rate, as the same may be established by the Board from time to time.

SECTION 29 - DURATION

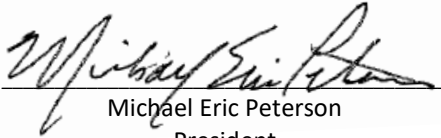
- 29.1. This agreement supersedes and cancels all previous agreements, verbal or written, and shall be effective according to its terms as of July 1, 2020, and shall remain in full force and effect until June 30, 2023. Second edition printed July 1, 2021.
- 29.2. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MESA COUNTY VALLEY SCHOOL DISTRICT 51



Thomas M. Parrish
President
Board of Education

MESA VALLEY EDUCATION ASSOCIATION



Michael Eric Peterson
President
Mesa Valley Education Association

EXHIBIT A
Mesa County Valley School District 51

Current negotiated salary schedules with addenda are available in Human Resources Department or on the District website. For questions concerning the salary schedule, contact Human Resources or an MVEA officer.

A. BASE PAY COMPENSATION

Base pay compensation shall be negotiated annually.

1. Base Pay Salary Schedule Range and Contract Days - Individual annual salaries are prorated based on FTE and number of contract days.
 - a. Teacher Base Pay Salary Schedule and School Counselor Base Pay Salary Schedule Range increased by a 4.71% Cost of Living to \$41,000 - \$80,936.64 based on one (1) FTE at one hundred and eighty-eight (188) days.
 - b. School Psychologist Base Pay Salary Schedule Range increased by a 4.71% Cost of Living to \$55,642.36 - \$92,085.12 based on one (1) FTE at one hundred and ninety seven (197) days.
 - c. Extended Contracts - Salaries for Covered Employees contracted for more than the standard contract for their assignment are determined by multiplying the per diem amount by the number of actual contracted days.
2. Increment – The increment is intended to be an annual raise to base salary in the amount of 1.6% and \$500 taking into consideration budgetary limitations. Two increments, for a total of 3.2% + \$1,000, will be added to base pay beginning in August for all Covered Employees who worked the entire second semester, excluding those who are on the District Support Plan or Disciplinary Phase of the Covered Employee Improvement Plan.
 - a. Placement on a District Support Plan or Disciplinary Phase of the Covered Employee Improvement Plan will not decrease base pay.
3. Teachers/Counselors Initial Master’s Degree – \$3,250 increase to base pay for an initial Master’s Degree that is aligned to the Teacher/School Counselor’s professional practice. If it is determined that Master’s Degree does not align, it will be taken to Professional Council for review. The Superintendent or designee, in consultation with the MVEA President, will make the final determination. School Psychologists are not eligible for initial master’s degree compensation as it is required for their licensure and included within their salary range.
4. Salary will be paid in twelve (12) monthly payments; the pay date will be the last business day of the month for work performed during that month.
5. A direct deposit paycheck system will be utilized by the District for all Covered Employees.
6. Salary and sick leave will be prorated for any Covered Employee employed after the beginning of the contract year.

B. ADDITIONAL AVAILABLE STIPENDS

Additional available stipends shall be negotiated annually.

1. Aligned Professional Learning Unit (APLU) – Stipend of \$450/unit (maximum of 2 units paid per fiscal year July 1-June 30.)
 - a. Units must be aligned to the District’s Teaching and Learning Framework observed in professional practice to be eligible for the stipend. Principals (Teachers and School Counselors) and coordinators (Psychologists) will make eligibility decision(s) based on observable indicators found in the implementation plan. All APLUs must be approved by the Office of Professional Learning.
 - b. Applicants have twelve months from the day the course ends to demonstrate evidence of learning in their practice in order to apply for the stipend.
 - c. The number of Professional Learning Units and stipend amounts will be negotiated annually with the intent to increase limits based on available funding.
 - d. Embedded APLUs will be offered at school sites. Fifty percent of the “seat-time” will occur outside of contract hours and the other fifty percent may occur during Learning Community

time. Participants will be required to meet the requirements of the syllabus. Efficacy of the process will be evaluated and this section will be reviewed and negotiated annually.

2. National Board:
 - a. National Board for Professional Teaching Standards – Covered Employees who receive National Board Certification from the National Board for Professional Teaching Standards will receive an additional yearly stipend equivalent to five percent (5%) of the minimum salary on the base pay salary schedule. Covered Employees will receive the additional stipend as long as they continue to hold the National Board Certification.
3. Extracurricular Activities
 - a. The extracurricular salary schedule will be negotiated annually.
 - b. A maximum of fifteen (15) years' experience will be granted for prior coaching experience if obtained within the past twenty (20) years immediately preceding acceptance of a coaching position with the District. Experience can be obtained in any sport, but must be obtained within a scholastic environment such as middle school, high school, or college. Club experience does not count toward placement on the D salary schedule. Middle school experience is not applicable toward placement for a high school sport but is applicable for a middle school sport.
 - c. Covered Employees that cease coaching duties for one (1) year but do not sever employment and are selected for a coaching position shall be entitled to placement as though a break in service did not occur upon return to those duties. Covered Employees who cease coaching for more than one (1) year will be placed on the salary schedule following the process listed above.
 - d. Covered Employees shall be compensated in accordance with the Extracurricular Activities Salary Schedule. Extracurricular duties are offered on a year-to-year basis. If a Covered Employee is given an extracurricular duty assignment in the Covered Employee's first year of full-time employment in the District, or if a Covered Employee voluntarily transfers to a different building and accepts an extracurricular duty(ies) in that building as part of the transfer, that Covered Employee may not, for a period of three (3) years after such hiring or transfer, reject an assignment to such extracurricular duty(ies).
 - e. The Principal or designee shall annually evaluate personnel assigned to high school extracurricular activities. Evaluations will occur within two (2) weeks following the conclusion of the respective activity or by May 1 for a year-long activity. The evaluations shall be reviewed by a designated central office administrator.
 - f. It is expected that those engaged in extracurricular activities at the middle school level will receive evaluations through the extracurricular evaluation process.

C. PLACEMENT

1. Teaching experience - A maximum of fifteen (15) years' experience will be granted for prior contracted K-12 school experience if obtained within the past twenty (20) years immediately preceding employment with the district. A Covered Employee who taught under contract for the entire second semester of a school year will be credited with one (1) experience year. Covered Employees with zero (0) years of experience will be placed on step zero (0) and employees with one (1) year experience will be placed on step one (1). Covered Employees with two (2) or more years' experience will be placed on the appropriate step up to the maximum allowed depending on the school year.
 - a. Vocational experience - Trade experience required for vocational instructors may be credited in lieu of prior teaching experience. Such trade experience will be credited as in C.1 above.
2. Counseling experience - A maximum of fifteen (15) years' experience will be granted for prior contracted K-12 school experience if obtained within the past twenty (20) years immediately preceding employment with the district. A Covered Employee who taught/served under contract for the entire second semester of a school year will be credited with one (1) experience year. Covered Employees with zero (0) years of experience will be placed on step zero (0) and employees with one (1) year experience will be placed on step one (1). Covered Employees with

two (2) or more years' experience will be placed on the appropriate step up to the maximum allowed depending on the school year.

3. School Psychologist experience – A maximum of fifteen (15) years' experience will be granted for prior applicable licensed experience in the professional areas which directly relate to the School Psychologist job assignment if obtained within the past twenty (20) years immediately preceding employment with the district. Prior experience considered can include intake, treatment, supervision of School Psychologists, and consultation in institutions such as mental health centers, psychiatric clinics, social service agencies, hospitals, juvenile probation agencies, and adoption agencies. School Psychologists with zero (0) years of experience will be placed on step zero (0). School Psychologists with one (1) or more years' of experience will be placed on the appropriate step up to the maximum allowed depending on the school year.

D. DAY LEAVE will be awarded as per the negotiated agreement.

- E. BENEFITS - Depending on their position, Covered Employees may be eligible for one (1) or all of the following benefits: P.E.R.A., health insurance, dental insurance, life insurance, vision insurance, workmen's compensation, and various leaves. The Human Resources Department will inform Covered Employees of specific benefits when they are hired.

2021-22 Teacher Salary Schedule and Placement of New Hires

Base Pay Salary Schedule Range and Contract Days - Individual annual salaries are prorated based on FTE and number of contract days.

- 1. Teacher Base Pay Salary Schedule Range: \$41,000.00 - \$80,936.64 based on one (1) FTE at one hundred and eighty-eight (188) days.
- 2. Extended Contracts – Teachers contracted for more than the scheduled Work Year are determined by multiplying the per diem amount by the number of contracted days.

Current Teachers:

Current Salary

- + Master’s Degree Supplement (if applicable)
- + Additional Compensation (i.e. APLU, National Board etc)

New Teacher Placement:

Teachers are initially placed according to experience. Teachers new to the District may be granted up to 15 years of experience, provided the experience occurred within the last 20 years in accordance with the MVEA Agreement. The District will recognize one Master’s Degree for placement on the salary schedule.

Experience			
Years	Salary	Years	Salary
0	\$41,000.00	8	\$45,553.38
1	\$41,969.25	9	\$46,715.03
2	\$42,278.06	10	\$47,876.69
3	\$42,741.64	11	\$49,155.04
4	\$43,206.31	12	\$50,199.99
5	\$43,672.04	13	\$51,361.65
6	\$44,601.36	14	\$51,767.96
7	\$45,529.60	15	\$52,174.26

Additional Compensation:

Type	Amount	Payment
Initial Master’s Degree*	\$3,250	Annual Payment
National Board Certification	\$2,050	Annual Payment
Aligned Professional Development (APLU) Stipend	\$450-900	One-time Stipend(s)

*For current staff, initial advanced degree must be conferred after January 1, 2016.

Henceforth, any additional salary placement schedules in this section will be negotiated in congruence with the teacher and counselor salary placement schedules.

2021-22 School Counselor (Special Service Provider) Salary Schedule and Placement of New Hires

Base Pay Salary Schedule Range and Contract Days - Individual annual salaries are prorated based on FTE and number of contract days.

1. School Counselor Base Pay Salary Schedule Range: \$41,000.00 - \$80,936.64 based on one (1) FTE at one hundred and eighty-eight (188) days.
2. Extended Contracts – School Counselors contracted for more than the scheduled Work Year are determined by multiplying the per diem amount by the number of contracted days.

Current School Counselors:

Current Salary

- + Master's Degree Supplement (if applicable)
- + Additional Compensation (i.e. APLU, National Board etc)

New School Counselor Placement:

School Counselors are initially placed according to experience. School Counselors new to the District may be granted up to 15 years of experience, provided the experience occurred within the last 20 years in accordance with the MVEA Agreement. The District will recognize one Master's Degree for placement on the salary schedule.

Experience			
Years	Salary	Years	Salary
0	\$41,000.00	8	\$45,553.38
1	\$41,969.25	9	\$46,715.03
2	\$42,278.06	10	\$47,876.69
3	\$42,741.64	11	\$49,155.04
4	\$43,206.31	12	\$50,199.99
5	\$43,672.04	13	\$51,361.65
6	\$44,601.36	14	\$51,767.96
7	\$45,529.60	15	\$52,174.26

Additional Compensation:

Type	Amount	Payment
Initial Master's Degree*	\$3,250	Annual Payment
National Board Certification	\$2,050	Annual Payment
Aligned Professional Development (APLU) Stipend	\$450-900	One-time Stipend(s)

*For current staff, initial advanced degree must be conferred after January 1, 2016.

Henceforth, any additional salary placement schedules in this section will be negotiated in congruence with the teacher and counselor salary placement schedules.

2021-22 School Psychologist Salary Schedule and Placement of New Hires

Base Pay Salary Schedule Range and Contract Days - Individual annual salaries are prorated based on FTE and number of contract days.

- 1. School Psychologist Base Pay Salary Schedule Range: \$55,642.36 - \$92,085.12 based on one (1) FTE at one hundred ninety-seven (197) days.
- 2. Extended Contracts – School Psychologists contracted for more than the standard School Psychologist contract are determined by multiplying the per diem amount by the number of actual contracted days.

Current School Psychologists:

Current Salary

+ Additional Compensation (i.e. APLU, etc.)

New School Psychologist Placement:

School Psychologists are initially placed according to experience. School Psychologists new to the District may be granted up to 15 years of experience, provided the experience occurred within the last 20 years in accordance with the MVEA Agreement.

Experience			
Years	Salary	Years	Salary
0	\$55,642.36	8	\$66,122.27
1	\$56,783.19	9	\$67,598.68
2	\$57,919.29	10	\$69,107.55
3	\$59,211.41	11	\$70,650.98
4	\$60,533.90	12	\$72,230.01
5	\$61,884.66	13	\$73,840.44
6	\$63,265.78	14	\$75,489.63
7	\$64,677.27	15	\$77,174.41

Additional Compensation:

Type	Amount	Payment
Aligned Professional Development Stipend	\$450-900	One-time Stipend(s)

Exhibit B
Current Letters of Agreement

	Page #
1. Guidelines for Waivers	38
2. Climate Survey	39
3. Joint Professional Development Advisory Committee	39
4. Class Size	39
5. START Mentor Program (Inactivated: May, 2021)	39
6. Annual Joint Workshop on Collective Bargaining Agreement (Inactivated: May, 2021)	39
7. Site-Based Review of Discipline Code of Conduct	39
8. Meeting and Training Time	39
9. Informal Meetings with Board of Education	40
10. Additional Professional Responsibilities Not Involving Direct Contact With Students (Inactivated: May, 2021)	40
11. Elementary Planning Time	40
12. Evaluation of District Programs for Effectiveness	40
13. Collaboration Process Review	40
14. Annual Contract/Board Policy Review	41
15. Administrative Leave	41
16. Procedures for Parent Concerns	41
17. Budget Input	41
18. District Assessments	41
19. Building Budget Allocation	41
20. Tracking Teacher Coverage (Inactivated: May, 2021)	42
21. Class Size Hearing Procedure	42
22. TOSA's	42
23. Elementary Planning Time	42
24. Restorative Language (Inactivated: May, 2021)	43
25. Proposed Incremental Adjustments (Inactivated: May, 2021)	43
26. Aligned Professional Development Bank	43
27. Covered Employee Workload	44
28. Transitional Strategic Compensation Model (Inactivated: May, 2021)	44
29. Professional Development Day	45
30. Educator Effectiveness Day	45
31. State Evaluation Waiver (Inactivated: May, 2021)	45
32. Professional Learning Stipends (Inactivated: May, 2019)	45
33. Innovation Implementation	45
34. Financial Transparency	46
35. School Counselor Duties and Salary Study (Inactivated: May, 2021)	46
36. Restorative Language (Inactivated: May, 2021)	46
37. Special Education Planning Time	46
38. Covered Employee Salary Study	46

1. Guidelines for Waivers

May 29, 1997
(Revised May, 2002)

Mesa County Valley School District 51 and Mesa Valley Education Association have agreed on a procedure to waive the contract or Board policy.

A waiver is a modification or change of contract language or Board policy that allows a school, team, or group to waive with the clear objective of improving student learning, instruction, and/or school climate.

General Guidelines for Waiver

1. A group, school, or team must have complied with the school's collaboration plan to obtain a waiver. The waiver must have the signature of the principal and an Association Representative who can verify that the school collaboration plan has been followed.
2. Waiver requests must be made on a waiver application form.
3. All applications will be submitted to the Waiver Review Board. The Review Board will approve or deny applications by majority vote. Those applications approved will be sent on to the Board of Education. The Board of Education will be the final decision making body on policy waivers. Both the Executive Council of the MVEA and the Board of Education shall approve/deny contract language waivers.
4. Any waiver that is denied will be returned to the site with reasons for denial, and may be submitted with revisions at a later date.

The Waiver Review Board

The Waiver Review Board will be comprised of two (2) Teacher representatives appointed by MVEA and two administrative representatives appointed by the District. A quorum of four (4) is required for approval or denial of any waiver application.

It will be the responsibility of the Waiver Review Board to consider all waiver applications and make recommendations as to the acceptance or rejection of the waiver. A copy of the waiver request with its disposition will be forwarded to the District office, the Association office, and the applying party.

The Review Board will meet monthly during the school year to act on requests received.

A waiver will be granted for up to a year. All waivers must contain an evaluation (review procedure).

To obtain a waiver, a group, school, or team must have complied with the school's collaboration plan. The waiver must have the signature of the principal and the Association representative verifying that the school collaboration plan has been followed. Any waiver that is denied will be returned to the site with reasons for the denial, and may be submitted with revisions.

The Review Board will annually monitor and suggest possible adjustments to the waiver application process.

2. **Climate Survey** May, 2000
(Revised May, 2002)

The District and the Association agree that a Joint Study Committee will review the use of an annual research-based climate survey. The survey will be administered at various levels, with results available to all stakeholders.

The Joint Study Committee will consist of four (4) persons, two (2) to be appointed by the Association and two (2) by the District.
3. **Joint Professional Development Advisory Committee** (Revised May, 2002)

The Association and District will continue the work on the Staff Development Advisory Committee. Its purpose will be to improve student performance through relevant and meaningful staff development for the Teacher.
4. **Class Size** May, 1999

The District and the Association agree that a minimum of ten percent (10%) of any new monies obtained by growth in student enrollment shall be applied to lowering class size in grades K-2 for the school year following the growth. It is understood that the application of these monies will be in addition to monies expended to maintain current class sizes.
5. **Staff Training Assistance and Renewal for Teachers (Start) Mentor Program (Inactive)** May, 2000
(Inactivated: May, 2021)

The District and the Association agree to the implementation of the START Mentor program. The program is explained in the reference document, STAFF TRAINING ASSISTANCE AND RENEWAL FOR TEACHERS, copies of which may be obtained from the MVEA or the Human Resources Department.
6. **Annual Joint Workshop on the Collective Bargaining Agreement (Inactive)** (Revised May, 2002)
(Inactivated: May, 2021)

An annual workshop will be conducted jointly for Association representatives and administrators. The first workshop will be held in the fall of 2000. The workshop will be designed by the Superintendent, the Executive Director of Human Resources, and the MVEA President.
7. **Site Based Review of Discipline Code of Conduct** May, 2000

Beginning in the fall of 2000 and each fall thereafter, each school will review its site based discipline codes for consistency of enforcement on the building level.

The administration and the association through Professional Council will review the District Code of Conduct for changes, inclusions, or exclusions and present recommendations to the Board of Education.
8. **Meeting and Training Time** May, 2000

The parties agree that they will continue efforts to decrease the number of training functions and meetings for Teachers and administrators held during school time.

The parties will continue efforts to hold meetings and training sessions in the evenings and /or weekends with pay.

9. **Informal Meetings with Board of Education** (Revised May, 2002)
 The parties agree that informal meetings for the purpose of strengthening the operating covenants will be held. The meetings will be held at least three times each year, excluding any period of school board elections.
- Details of the meeting schedule and arrangements will be the responsibility of the President of the Board of Education, the President of MVEA and the Superintendent.
10. **Additional Professional Responsibilities Not Involving Direct Contact with Students (Inactive)** (Revised May, 2002)
 (Inactivated: May, 2021)
 The District and the Association agree that a Joint Study Committee will be established to discuss the issue of Teachers' additional professional responsibilities which do not involve direct contact with students. The committee will make recommendations to the respective negotiating teams in the spring of 2005.
11. **Elementary Planning Time** May, 2001
 The District and the Association agree to support the concept of early release once a week in elementary schools.
12. **Evaluation of District Programs for Effectiveness** May, 2001
 (Revised May, 2002)
 The District and the Association agree to a Joint Study Committee for the purpose of evaluating District programs for efficiency and effectiveness. The committee will be formed in the fall of 2002 and contain three (3) members appointed by the Association President, and three (3) members appointed by Administration. The committee will report to the negotiating teams by the spring of each year.
13. **Collaboration Process Review** July, 2007
 (Revised May, 2009)
 A culture of collaboration is important to the success of any organization but it is essential to maximum student learning at all levels in District 51. Such a culture is developed over time and must be nurtured and sustained. An effective culture of collaboration is one in which:
- Trust is apparent.
 - People trust each other so much that they carry out their roles without worrying about others carrying out theirs.
 - Leadership and all staff are responsive to needs and challenges as they arise.
 - Processes and procedures are transparent.
 - Problems are solved and stay solved.
 - There is clear communication.
 - o Dialogue happens...listening takes place.
 - o Stakeholders' opinions are considered yet every decision may not involve every individual.
 - o When decisions are made all affected stakeholders:
 - Know what decision is being made.
 - Know how the decision is being made (Collaborative, Consulted, or Command).
 - Know why the decision is being made.
 - Know when the decision is being made.
 - Know who is making the decision.
 - All staff members work interdependently. For example Principals and Teachers often work together in the professional learning community framework to:
 - o Lead and or facilitate work with colleagues to improve instruction and student learning or solve problems.
 - o Consistently promote an exchange of ideas.
 - o Support others with the implementation of:
 - Teaching strategies based on best practice.
 - Use of quality instructional resources.
 - Designing effective methods of assessment for student learning, or identified solutions.
- Most schools and departments in District 51 operate in an effective collaborative culture. However, we recognize that, from time to time, a school or department may experience a variety of circumstances that compromise the integrity of an ideal collaborative culture. If that happens, there must be a concerted effort by leadership at all levels to assist and support the school or department in the process of establishing an effective collaborative culture. This effort must involve Teachers, principals, classified staff, appropriate executive directors, professional council, appropriate managers, AFSCME leadership, the Superintendent and or Assistant Superintendent, and others as needed.

All available data from the Organizational Health Inventory, District Perceptual Surveys, and anecdotal information will be utilized by a problem solving team (comprised of the appropriate

Executive Director, MVEA professional council, appropriate managers, AFSCME leadership, Superintendent and or Assistant Superintendent.) as well as the appropriate school or department staff to develop an action plan. The plan will identify specific steps to be taken to improve the collaborative culture with achievable timelines and benchmarks to monitor progress. The attached flowchart outlines the process for an annual review of the data and action plan development when it becomes necessary.

14. **Annual Contract/Board Policy Review**

May, 2001
(Revised May, 2003)

The District and the Association agree that a meeting will be held at each building site to review important parts of the negotiated agreement and Board Policy. The meeting will be led by the building principal and association representative and held on an inservice day during the first quarter of each school year.

15. **Administrative Leave**

Administrative Leave

An employee may be placed on administrative leave as a transitional placement pending the outcome of an investigation. Administrative leave may be used to protect an employee from unwarranted attention during an internal investigation. The District will make every effort to expedite the investigation. Placement of an employee on administrative leave is not considered to be a punitive procedure.

Guidelines for administrative leave:

- Used at the discretion of Superintendent or designee for temporary period of time.
- Prior to placing an employee on administrative leave the Superintendent or designee will notify MVEA.
- A conference will be held to inform the employee of placement on administrative leave. Prior to this meeting, the Teacher will be advised that they may wish to have a representative join them at the meeting.
- Whenever possible, the employee shall be placed on administrative leave at the end of the work day.
- A letter including the terms of the leave, and reason for the investigation, will be presented to the employee when he/she is notified of being placed on leave. A copy of these guidelines will be attached.
- A follow up letter will be sent to the employee.
- Employees will not lose salary or benefits while on administrative leave.
- If as the result of the investigation, no criminal charges or disciplinary actions occur, no record of administrative leave will appear in the employee's personnel file or building file.

Revised July 1, 2019

16. **Procedures for Parent Concerns**

May, 2001

The District and the Association agree that a process to address parent concerns will be communicated to parents, administrators and staff.

17. **Budget Input**

May, 2001

The District and the Association agree that the Superintendent will invite Association input into the District budget development and provide information regarding instructional materials.

18. **District Assessments**

May, 2001
(Revised May, 2002)

The District and the Association agree to continue to review and analyze District assessments issues. A report will be provided to Professional Council and Board of Education periodically.

19. **Building Budget Allocations**

May, 2001

The District and the Association agree that building staff will be informed of the school's instructional budget allocation and that staff will participate in distribution decisions.

20. **Tracking Teacher Coverage (Inactive)** May, 2002
(Inactivated: May, 2021)
- The District and the Association will develop a method for tracking the use of Teachers as substitutes for other Teachers.
21. **Class Size Hearing Procedure** February, 1976
(Revised: November, 1988)
- The procedure established for the hearing of concerns and complaints with regard to class size follow the Board Policy below. **Board Policy File: IHB, Class Size**
- The Board of Education recognizes that maximum attention to students by the Teachers is essential to ensure high quality education and that class size is one of the factors contributing to Teacher attention to students. The Board further recognizes that the application of numerical limitations on class size is not feasible because of physical space availability, special program considerations, special student needs, attendance area variances, differences in scheduling systems, busing, financial limitations and the many other variables affecting class size.
- Nevertheless, the Board of Education shall maintain class sizes at reasonable, workable and educationally effective levels under the attendant circumstances.
- The Superintendent shall establish an administrative procedure for the hearing of concerns and complaints by Teachers and staff with regard to class size.
22. **TOSA's** May, 2018
(Revised: May, 2019) (Revised: May, 2021)
- TOSA positions (Teachers on Special Assignment) in the District were created to support instructional and educational program needs of students and staff district-wide. TOSA positions provide opportunity for Teacher leaders to participate in different roles within the system and provide opportunities for Teachers in TOSA positions to maintain current knowledge of classroom practices and demands.
- TOSA positions fall into three categories:
- Category A - Instructional Coaches such as: D51 Learning Model Coaches, Instructional Technology Integration Coaches, English Language Learner Coaches
 - Category B - Instructional Specialists such as: Induction Specialists, Curriculum & Learning Design Specialists, Multi-Tiered System of Support Specialists
 - Category C: Positions which may be temporary in nature.
- TOSAs are highly qualified, certified professionals who have been identified as having high-level skills and expertise in a specialized area that fit the unique needs of a TOSA position. TOSAs provide resource services for programs or a department, professional learning for a cluster of schools or district wide, or leadership services to schools/programs.
- Process for Hiring:**
TOSA positions will be identified through standard Human Resources practices and will not be created with specific people in mind. TOSA positions will be posted in the same manner as other teaching positions in District 51. TOSA positions in Category A and B shall be reposted after 5 years. Covered Employees in TOSA positions may re-apply for the positions they have held. If they are not re-hired, placement into another position will follow the Involuntary Transfer process outlined in Section 11.4. Covered Employees may hold any TOSA position for two consecutive terms. The expectation is after two terms they either return to the classroom, for a minimum of one year, or move into an administrative role. Covered Employees who have already served for three consecutive years or more in a TOSA position prior to 2018 are only eligible to serve one additional term.
- Evaluation:** TOSA positions will be evaluated using a modified process similar to the evaluation process for Teachers and School Counselors as outlined in Section 14 of the Agreement.
23. **Elementary Planning Time** May, 2009
(Revised: May, 2019) (Revised: June, 2020)
- Planning time for elementary Teachers is multidimensional. It is important for Teachers to share and have collaborative conversations. It is equally important for Teachers to individually reflect and prepare for instruction. The agreement on planning time and the structure for early release were created to honor both types of planning. The District, the School Board, and MVEA recognize the importance of time for both collaborative and individual planning. The elementary directors, working with building staff and principals, will monitor the effective use of planning time at all buildings to help ensure a balance.
- District and building leaders, along with MVEA representatives, will ensure Early Release Fridays are organized in accordance with the guidelines provided in Section 20.

During District and building driven training all parties will ensure that teacher directed individual time is offered whenever possible (therefore adhering to District 51’s Workshop Model). This would include individual or team planning time after training sessions.

The MVEA Workload Committee will monitor Elementary Planning Time on a continuing basis.

24. Restorative Language (Inactive)

May, 2010

(Inactivated: May, 2021)

Effective July 1, 2010, with the exception of educational lanes, budget restrictions make it necessary to freeze all employees’ per diem rate. We are committed to honoring employees’ experience through the adjustment of the salary schedules that will recognize years of experience, but effectively freezes the per diem rate. Therefore, unless you make a lane change, each employee will increase one step but remain at the same per diem rate.

Calendar Language/Contract Days

Contract days will be reduced from one hundred eighty six (186) days to one hundred eighty four (184) days for the 2010/2011 school year. From the proposed calendar, the August 16, 2010 inservice day will be eliminated and the last day of instruction will be May 27, 2011. May 31 will be a Teacher workday.

With the reduction of an in-service day at the start of the school year, we agree to allow for PLC’s to meet for up to two (2) hours during one (1) of the two (2) August work days. This could include defined teams such as: grade level, vertical, core or department to focus on team planning for instruction.

Restorative Language

The Board and MVEA are committed to quality education and student achievement. When resources become available, our goal is to continue to add days to the school calendar to at least the originally planned one hundred eighty eight (188) days for the 2009-2010 school year, to recapture the lost contract days.

Our intent is to restore the salary schedules, to the 2009-2010 salary schedules, as soon as possible. Future funding constraints may make it necessary to recapture the 2009-2010 salary schedules incrementally to reach our joint goal. These incremental increases will be added, step 26 will remain constant and in time step 25 will match the salaries in step 26, and step 26 will be obsolete. The incremental restoration of 2009-2010 salary schedules is independent of future step increases.

As funds become available, the Board and MVEA have committed to restoring one (1) contract day to the school calendar, restoring the salary schedules, and then adding more contract days to the school calendar.

The negotiation teams are committed to meet by November 2010 – and as often as necessary thereafter – to review the implications of the new student count and revenue information.

25. Proposed Incremental Adjustments (Inactive)

May, 2015

(Inactivated: May, 2021)

Proposed Incremental Adjustments 2015-2016 School Year Payment beginning Fiscal Year 2016-2017		
Covered Employee	2016-17	
Earned Increment		\$1,200
Professional Development Stipend (Per Unit)		\$450 *
Potential Annual Adjustment	Negotiated Annually	**
* \$450 per Unit of PD 15 Hrs or 1 grad credit. Max 2 Units.		
** Negotiated annually		
Earned Increment will eventually be differentiated based on evaluation.		
Earned Increment increase available for Covered Employees that have an evaluation of Partially Effective or higher on the previous year's evaluation.		
Note: Future amounts will be negotiated based on available funding with the intent that funding will be equal to the previous salary schedule making this a sustainable model. Professional Development limits will be negotiated annually with the intent to increase limits as funding becomes available.		

26. Aligned Professional Development Bank

May, 2015

When funds become available, it is the intent of our District to create an Aligned Professional Development Bank designed to provide leave days and/or stipends to subsidize aligned professional development opportunities that are not available locally. It is understood that the Aligned Professional Development Committee will provide recommendations to Professional Council both for the criteria to determine eligibility as well as forming a mechanism to identify awardees. It is understood that if new monies become available, District 51 Administration and

representatives from MVEA will meet in January to determine if it is appropriate to fund the Aligned Professional Development Bank.

27. Covered Employee Workload

May, 2015

Revised: May, 2019

In order to encourage goal focus, it shall be the practice of our District to consider Covered Employees' workload. In order to accomplish this, we shall form a joint MVEA and District standing committee to examine the efficiency and efficacy of all components of Covered Employee workload and provide recommendations to Professional Council. Removal or addition of responsibilities shall be determined by weighing their relative impact on our District's goals and by remaining in compliance with Federal and State mandates.

28. Transitional Strategic Compensation Model (Inactive)

May, 2015

(Inactivated: May, 2021)

Letter of Agreement

Transitional Strategic Compensation Model

Element Description of Element	Professional Learning Retroactive May 9, 2014-May 16, 2015 Transitional/2015-2016	Aligned Professional Learning Unit Transitional/2015-2016	Instructional Leader Designation 2015-2016	Additional Leadership Responsibilities 2015-2016
<p>Types 1: Learning aligned to professional practices outlined in EE Rubric completed between May 9, 2014 and May 16, 2015 that does not result in an increase in base pay.</p> <p>Types 2: Learning aligned to professional practices outline in EE Rubric completed in full between May 9, 2014 and May 16, 2015 that does result in an increase in base pay.</p>	<p>Types 1: Based on completion of credits between May 9, 2014 and May 16, 2015. No partial credits will be given. Appropriate documentation is required. A joint committee of Covered Employees and Administrators will review applications to ensure alignment to the EE Rubric.</p> <p>Types 2: Based on completing the required number of credits that would increase base pay commensurate with new hires to our District.</p>	<p>Participating in ongoing professional learning – tied to Educator Effectiveness Rubric, Professional Growth Plan, and District Unified Improvement Plan. Coursework must be jointly agreed upon by Covered Employee and Evaluator. District-provided courses are understood to be approved. Goals and action steps of implementation from coursework must be outlined in the Covered Employee's Professional Growth Plan.</p> <p>Based on number of units earned (Max 2 units per year) and upon evidence that goals and action steps in Professional Growth Plan have successfully been met.</p>	<p>Earning designation of D51. Instructional Leader</p> <p>Paid upon receiving D51 Instructional Leader designation and successful completion of all D51. Instructional Leadership course work.</p>	<p>Covered Employees participating in approved additional leadership responsibilities outside of their contract days including: Course Instructor, Committee Member Chair or Co-Chair, Curriculum Developer.</p>
<p>Types 1: No effect on base salary. Paid as a stipend. Paper work submitted by June 30, 2015, will be paid July 31, 2015.</p> <p>Types 2: Increases base salary commensurate with new hires to our District.</p>	<p>No effect on base salary. Paid in a stipend in Fall 2016.</p>	<p>No effect on base salary. Paid in a stipend applied to current salary.</p>	<p>Stipend applied to current salary.</p>	<p>No effect on base salary. Paid in a stipend after completion of MOU.</p>
<p>Types 1: 1 Unit/1 Grad Credit (16 Hours)- \$450.00 (Max of Units = 2 or \$900.00)</p>	<p>Dependent on Units/Hours of Coursework and upon successful implementation of practices.</p> <p>1 Unit (15 Hours) - \$450.00 2 Units (30 Hours) - \$900.00</p> <p><i>There is a maximum of 2 Units for 2015-2016.</i></p>	<p>\$5,000.00 per year to be paid for 3 consecutive years as long as Covered Employee remains as a classroom teacher and other provisions as determined by the Aligned Professional Development committee. Must reapply after 3 years and receive D51. Instructional Leader designation to continue receiving a stipend applied to current salary.</p>	<p>Aligned PD Course Instructor 1 Unit/1 Credit - \$1,200.00 2 Units/2 Credits - \$2,200.00</p> <p>Committee Chair or Co-Chair \$26.35/Hour (MOU Required) \$100.00/Half Day (MOU Required) \$200.00/Full Day (MOU Required)</p> <p>Curriculum Developer \$26.35/Hour (MOU Required) \$100.00/Half Day (MOU Required) \$200.00/Full Day (MOU Required)</p>	<p>Aligned PD Course Instructor 1 Unit/1 Credit - \$1,200.00 2 Units/2 Credits - \$2,200.00</p> <p>Committee Chair or Co-Chair \$26.35/Hour (MOU Required) \$100.00/Half Day (MOU Required) \$200.00/Full Day (MOU Required)</p> <p>Curriculum Developer \$26.35/Hour (MOU Required) \$100.00/Half Day (MOU Required) \$200.00/Full Day (MOU Required)</p>

- Our district recognizes the concerns between the role and compensation of teachers on special assignment and instructional leader applicants. The Aligned Professional Development Committee will work with Human Resources to present recommendations addressing these concerns by negotiations Spring 2016.

for February 19, 2018. It is the intent of District 51 to add this additional professional learning day to the 2018-2019 calendar using Teacher and School Leader Incentive Fund Grant funding or other new available funding sources, but such addition is contingent upon the acquisition of such funding, and upon Board of Education approval in the 2018-2019 budget. The content/structure of this day will be determined by a joint MVEA/D51 committee. Continuation of this additional professional learning day beyond 2018-2019 is contingent upon sufficient revenues and upon Board of Education approval for each subsequent year.

MVEA and District 51 realize one of the most important factors in successful learning is Teacher-student contact time; therefore, District 51 is committed to adding a minimum of 5 days to the calendar beginning in the 2018-2019 school year. The addition of any instructional days is contingent upon the availability of sufficient revenues and Board of Education approval each year.

30. **Educator Effectiveness Day** May 2016
(Revised: June, 2020) (Revised: May, 2021)

In order to provide Covered Employees and evaluators time to engage in the evaluation process, one day each fall shall be designated as Educator Effectiveness day. The intent of the day is for Teachers and evaluators to engage both collaboratively (maximum ½ day given to evaluators/buildings) and individually (minimum ½ day given to covered employees) in evaluation related activities such as Professional Growth Plan (PGP) development, Self-Assessment completion, Measures of Student Learning/Outcomes (MSL/MSO) design and/or meeting with each other. The timing of the Educator Effectiveness day must align with the deadlines of the evaluation process (approximately within the 3rd-8th week of the work year.)

31. **State Evaluation Waiver (Inactive)** May, 2018
(Revised: May, 2019) (Inactivated: May, 2021)

As stated in Section 14, we believe that an evaluation system should be a collaborative process, which encourages personal and professional growth in our educators. It is the intent of the District and the Association to pursue a waiver from the State of Colorado's evaluation system in order to design one which has a more narrowed focus on educator growth, and is more transparent and relevant. In 2018-2019, the District will engage in a pilot evaluation system which was jointly created by the Educator Effectiveness Director, district administrators, and members of the Association.

Upon completion of the pilot, the decision has been made not to move forward with seeking a waiver at this time.

32. **Professional Learning Stipends (Inactive)** May 2018
(Inactivated: May, 2019)

The District and the Association agree that during the 2018-2019 school year, the Aligned Professional Learning Unit component of the Strategic Compensation system shall be investigated by the Aligned Professional Learning Advisory Board. Any proposed changes would be implemented for the 2019-2020 school year.

All APLU courses shall conclude no later than May 1, 2019.

2019-2020 will be a transitional year as the APLU system is reviewed for either renewal or replacement. May 1, 2020 shall be the last date to apply for APLU stipends for coursework concluded prior to May 1, 2019.

The Instructional Leader designation and stipend shall be suspended. The current cohort group shall finish the three year term July 2019. As part of their work in 2018-2019, APLAB shall review pathways for Teacher leadership that might replace the current Instructional Leader designation.

33. **Innovation Implementation** May 2019
Revised: May, 2020

The District and the Association value innovation within schools. However, it is our intent that these innovations do not create an unmanageable workload for staff. Therefore, an innovation implementation protocol was developed by district and building leadership in collaboration with the MVEA president during the 2019-20 school year to ensure all building level innovations are aligned to the D51 Learning Model, the Strategic Plan as well as other key priorities and include staff voice.

In the context of this letter of agreement, "innovation" is defined as any new process, program, project or effort that impacts the entire school community. School administration will consult with their Site Leadership Director prior to proceeding with the following steps.

It is agreed that significant "buy in" by teachers and other staff must exist for the success of any innovation. With that in mind, all new campus-wide innovations will have at least 80% approval/acceptance by affected staff (those putting the innovation into effect) before it will be implemented. In order to achieve such approval, all innovations will be developed with maximum teacher input and given adequate time to be prepared.

At a minimum, the new innovations will follow this schedule to the extent possible:

- Initial introduction – early November of the year before implementation
- Study time – November and December of the year before
- Organized meetings with staff, parents and/or community stakeholders – early January of the implementation year
- Decision point (80% acceptance) – mid January
- Implementation planning (with staff, including Board approval if needed) – January through May
- Implementation - August

34. Financial Transparency May 2019

The District and the Association agree that for trust to be established and maintained, full disclosure and transparency regarding revenues and spending must exist before, during, and after the Negotiations season. In addition, if revenues increase or decrease due to changes in enrollment, Per Pupil Revenue or state funding, the District will consult with the Association via Professional Council regarding the use and allocation of those funds.

35. School Counselor Duties and Salary Study (Inactive) May, 2020
(Inactivated: May, 2021)

The District and Association agree that school counselors play a vital role in the success of our educational efforts. They also agree that counselor duties, responsibilities and remuneration is a legitimate topic of study and discussion. With that end in mind, the District and Association agree to staff and schedule a committee made up of District leadership, counselors from all educational levels and the Association. The committee will meet over the course of the Fall of 2020 to decide if changes are necessary. If changes are necessary, the committee will draft Agreement language in the Spring of 2021.

36. Restorative Language (Inactive) June, 2020
(Inactivated: May, 2021)

Effective July 1, 2020, with the exception of pre-authorized APLU, budget restrictions make it necessary to freeze all employees' per diem rate. We are committed to honoring employees' experience through the adjustment of the salary schedules that will recognize years of experience, but effectively freezes the per diem rate. Therefore, each employee will retain one year of experience, but remain at the same per diem rate (no increment or cost of living increase).

The Board, District Administration and MVEA are committed to quality education and student achievement. Our goal is to continue to add days to the school calendar to recapture the lost contract days from the 2020-21 school year, including the Educator Effectiveness Day and Teacher Inservice Day.

It is our intent to continue to prioritize new allocations in funding to increase salaries through methods such as cost of living increases, earned increments and APLU offerings as negotiated annually and to recapture lost salary increases. Future funding constraints may make it necessary to recapture the 2020-21 salary schedules incrementally to reach our joint goal. The Professional Council is committed to meeting monthly beginning July 2020, and as often as necessary thereafter, to review the implications of the new student count and revenue information.

37. Special Education Planning Time May, 2021

The District and Association agree that special education staff members play a vital role in ensuring high quality education for students. The District and Association also agree that special education duties, responsibilities, workload, planning time, professional learning, mentoring and remuneration are legitimate topics of study and discussion. In order to address these issues, the District and Association agree to staff and schedule a committee made up of District Leadership, Special Education Teachers and School Psychologists. The committee will meet over the course of the 2021-22 school year to decide if changes are necessary. If changes are necessary, the committee will draft Agreement language to be taken to negotiations in the Spring of 2022.

38. Covered Employee Salary Study May, 2021

The District and Association agree that educators play a vital role in the success of D51 students. They also agree that District 51 educator salaries, remuneration and a review of current and different compensation models are legitimate topics of study and discussion. With that end in mind, the District and Association agree to staff and schedule a committee made up of District leadership, Covered Employees from all educational levels and the Association. This committee will meet over the course of the Fall of 2021 to review the aforementioned topics. If changes are necessary, the committee will draft Agreement language in the Spring of 2022.

Exhibit B - Current Letters of Agreement

LEGAL REFERENCE: CDE 2202-R-2.2.5, C.R.S. 22-53-102(4), 1 CCR 301-1, Rules 2202-R-3.12(3)

Mesa County Valley School District 51

Class Size Hearing Procedure

(Adopted September 12, 1979)

(Revised January 1, 1992)

The District recognizes that maximum attention to students by the Teachers is essential to ensure high quality education and that class size is one of the factors contributing to Teacher attention to students. It is further recognized by the District that application of numerical limitations on class size is not feasible because of physical space availability, special program considerations, special student needs, attendance area variances, differences in scheduling systems, busing, financial limitations, and the many other variables affecting class size. In the event a Teacher(s), in his or her professional judgment, believes the number of students assigned to his or her class is not reasonable, workable and/or educationally effective, the Teacher(s) may use the following procedure to address the situation. It is not intended that this formal procedure would, or should, prevent a Teacher(s) from discussing and resolving such matters of concern in an informal manner with an appropriate administrator. A Teacher(s) using this procedure shall initiate the process by presenting in writing all concerns, suggestions and recommendations to the principal at Step 1.

- **Step 1** - A written concern will first be presented to the appropriate building principal. The principal shall within five (5) workdays after receipt of the written concern, schedule a meeting and issue a response in writing to the Teacher(s).
- **Step 2** - If the Teacher(s) is not satisfied with the response at Step 1, or a response is not received within five (5) workdays, the Teacher(s) may request a meeting with the appropriate Executive Instructional Director and Principal. Such meeting shall occur within five (5) workdays after receipt of the request. Within five (5) workdays following the meeting, the director shall issue a written response to the Teacher(s). The response shall include any proposed steps to alleviate the concern and/or reasons why a solution is not offered or cannot be implemented. The report may also reaffirm any position stated at Step 1.
- **Step 3** - If the Teacher(s) is not satisfied with the response at Step 2, or a response is not received within five (5) workdays, the Teacher may present the concern to the District Class Size Committee. The committee shall be selected by the Superintendent and consist of eight (8) Teachers and five (5) administrators representing elementary and secondary levels. Any hearing scheduled by the committee shall be conducted by a subcommittee composed of three (3) Teachers and two (2) administrators from the main committee; however, a committee member may not be a Teacher or administrator from the building involved. Within ten (10) days after receipt of the request for a hearing, the committee will schedule a hearing and issue a written report to the Superintendent and parties involved at Steps 1 and 2. The response shall include any recommendations and/or reasons why a solution is not presented or cannot be implemented. The committee may also reaffirm any position stated at Step 1 and/or 2.
- **Step 4** - Within five (5) workdays after receipt of the District Class Size Committee report, the Superintendent shall respond in writing to the parties involved in Steps 1 through 3. Prior to responding, the Superintendent may schedule a hearing with the appropriate parties. The Superintendent's report may reaffirm any position stated at Step 1 and/or 2, reaffirm the position stated by the District Class Size Committee, set forth new or modified recommendations, or deem the committee recommendations as not feasible. If the recommendation of the committee is not accepted, the Superintendent will state the reasons for that decision in the response. The Superintendent's report will be issued to all parties involved in Steps 1 through 3.
- **Step 5** - If the Teacher(s) is not satisfied with the response at Step 4 or a response is not received within five (5) workdays, the Teacher(s) may submit the concern to the Board of Education. The Board of Education shall render its written decision within ten (10) days. All class size concerns considered by the Board of Education shall be considered in executive session. The Board's decision shall be final.

Information Section

This section lists several policies, rules, regulations or procedures that, although not a part of the negotiated agreement, are of importance to the certified staff. This section is not inclusive of all policies, rules, regulations or procedures that are applicable to certified personnel. The current policies are available on the District 51 website at:

https://www.d51schools.org/about_us/board_of_education/policies

From time to time there may be deletions or revisions of existing policies, rules, regulations or procedures or establishment of new ones. Should such changes occur, the new information will be disseminated.

JLCE - First Aid, GBEA (2) - Staff Conduct (and Responsibilities) -Conflicts of Interest, GBGA - Staff Health and Safety, GBGA-R, GBGB - Personal Security and Safety (Staff Protection), GBM - Staff Meetings, IHB - Class Size, JLF - Reporting Child Abuse, JLF-R, KEC - Public Complaints about Instructional Materials, KEC - R, KECA - Public Complaints About Library-Media Material, KECA - R

Exhibit C - Current Letters of Agreement
Mesa County Valley School District 51
Teacher/Counselor Improvement Plan

Employee Information	
Employee's Name:	Employee ID:
Employee's Title:	Building:
Evaluator's Name:	Evaluator's Title:
Type of Notice	
This notice is intended to inform you that your performance or conduct has not been satisfactory and the following action is being taken. *If rated partially effective or ineffective begin on the Building Support Plan.	
1. <input type="checkbox"/> Written Concern(WC) → (MM/DD/YYYY)	Date(s) of prior verbal notification(s): (Enter Dates Here)
2. <input type="checkbox"/> Building Support Plan (BSP)* (MM/DD/YYYY)	3. <input type="checkbox"/> District Support Plan (DSP) (MM/DD/YYYY)
	4. <input type="checkbox"/> Disciplinary Phase (DP) (MM/DD/YYYY)
This document is to be completed in collaboration with the Covered Employee for all steps excluding verbal notification.	
Plan	
Concern (WC/BSP/DSP/DP)	<i>Describe the concern. Be specific about any incidents or concerns that have occurred because of the skill deficiency or behavioral concern.</i>
Standard(s) (WC/BSP/DSP/DP)	<i>Relate described concern to the evaluation standard and elements.</i>
Success Indicators (WC/BSP/DSP/DP)	<i>Clearly identify what expected correction or improvement should look like. List data sources (multiple sources if possible) and how data will be collected which will be used to create a complete picture of the employee's progress regarding the concern.</i>
Employee Action Steps (BSP, DSP, DP)	Evaluator Action Steps (BSP, DSP, DP)
<i>Ultimately it is the employee's responsibility to take the necessary steps to improve his/her performance. Make sure you understand the details of the plan; ask clarifying questions if needed. Identify resources or actions that will help you resolve the concern(s).</i>	<i>It is the evaluator's responsibility to be actively involved and provide clear feedback and guidance. Make sure the employee has the resources he/she needs to improve performance, including professional development plus support from you/or and other staff.</i>
Action Steps Timeline (BSP, DSP, DP)	<i>Develop a mutually agreed upon timeline based on actions to be taken. Identify the time periods in which actions are to be taken and changes are to be made.</i>
District Action Steps (DSP, DP)	<i>It is the District's responsibility to make opportunities available for the employee to improve performance including any resources to the employee/evaluator which would aid the improvement.</i>
Date(s) for Plan Review Meeting(s): <i>Schedule periodic meetings (at least quarterly) to review the challenges and successes in each level of the T/CIP.</i>	
<input type="checkbox"/> Plan has been successfully completed on (MM/DD/YYYY)	

By signing this form, you confirm that you and your evaluator have discussed the information outlined above. Signing this form does not necessarily indicate that you agree with this notice.

Employee Signature (WC/BSP/DSP/DP)	Date	Evaluator Signature (WC/BSP/DSP/DP)	Date
MVEA Representative (as needed/BSP/DSP/DP)	Date	Other(s) Attending Meeting (as needed)	Date
Area Director (BSP/DSP/DP)	Date	Executive Director of HR (as needed/DP)	Date

You may prepare a response within seven days from receipt of this form which will be attached to this document.

I do not agree with the identified concern _____(initial)

If you disagree with the concern, you may contact the Area Director, the MVEA President, or their designees.

Copies: (WC – Building File) (BSP – Building File, Area Director, Human Resources/Personnel File, MVEA)
 (DSP/DP – Building File, Area Director, Human Resources/Personnel File, MVEA, RANDA)

Exhibit C - Current Letters of Agreement



School Psychologist Improvement Plan

17

Employee Name:	Job Title:
Employee ID:	Department:
Supervisor:	Date:

Date(s) of prior verbal notification(s):	1. Written Concern(WC) Date:
2. Final Notification (FN) Date:	3. Recommendation for Dismissal (RD) Date:

The District reserves the right to bypass steps in this progressive process based on the severity of the situation. Each situation will be reviewed on a case-by-case basis.

CONCERN

[Summarize the incident that is triggering the need for improvement. Include specific examples of the behaviors/ issues that are occurring.]

POLICY/PROCEDURE

[What is the board policy, rule, job description competency or professional standard related to the area of improvement needed.]

EMPLOYEE ACTIONS

[Clearly identify what the correction or improvement should look like and indicators of success (What does being successful at this behavior look like). List objectives with specific deadlines. Include action steps required of the employee.]

SUPERVISOR SUPPORTS/ACTIONS

[List any resources the employee needs to improve performance, including professional development plus support from you/or and other staff (i.e. training, work with HR for leave of absence, follow up meetings, etc.)]

MONITORING THE PLAN

[Set follow-up meeting dates to review progress or realign expectations.]

Plan has been successfully completed on: MM/DD/YYYY

A copy of this notification will be placed in your personnel file. You may submit a written response within five business days from receipt of this form, which will be attached to this document. If you are on an active final notification there may also be impacts to strategic compensation.

Your signature acknowledges this discussion of the improvement plan. It does not indicate agreement or disagreement with this plan.

Employee Signature <i>(WC/FN/RD)</i>	Date	Evaluator Signature <i>(WC/FN/RD)</i>	Date
MVEA Representative <i>(as needed)</i>	Date	Building Supervisor <i>(as needed)</i>	Date
Other(s) Attending Meeting <i>(as needed)</i>	Date	Other(s) Attending Meeting <i>(as needed)</i>	Date

◆ Supervisors will be communicating with HR if the expectations are being met, if progress is occurring but more time is needed, or if the employee needs to move to the next step of the Improvement Plan process.