### MASTER AGREEMENT

#### **BETWEEN**

# MORGAN COUNTY SCHOOL DISTRICT RE-3 AND FORT MORGAN EDUCATION ASSOCIATION

JULY 1, 2015 – JUNE 30, 2018

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## FORT MORGAN EDUCATION ASSOCIATION PROFESSIONAL NEGOTIATIONS AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN MORGAN COUNTY SCHOOL DISTRICT RE-3, MORGAN COUNTY, STATE OF COLORADO, AND THE FORT MORGAN EDUCATION ASSOCIATION, THE FIRST DAY OF JULY OF THE CURRENT YEAR.

THE BOARD AND THE ASSOCIATION RECOGNIZE AND DECLARE THAT PROVIDING A QUALITY EDUCATION FOR THE CHILDREN OF DISTRICT RE-3 IS THEIR MUTUAL AIM AND THAT THE CHARACTER OF SUCH EDUCATION DEPENDS PREDOMINANTLY UPON THE QUALITY AND MORALE OF THE TEACHING STAFF.

THE ATTAINMENT OF THE OBJECTIVES OF THE EDUCATIONAL PROGRAM CONDUCTED IN MORGAN COUNTY SCHOOL DISTRICT RE-3 REQUIRES MUTUAL UNDERSTANDING AND COOPERATION BETWEEN THE BOARD OF EDUCATION AND THE TEACHERS. GOOD FAITH NEGOTIATIONS BETWEEN THE REPRESENTATIVES OF THE BOARD OF EDUCATION AND THE ASSOCIATION WITH A FREE AND OPEN EXCHANGE OF VIEWS, SHOULD FOSTER THE KIND OF UNDERSTANDING AND COOPERATION NEEDED.

#### DEFINITIONS

#### ARTICLE ONE

- A. The term "teacher" as used in this agreement shall refer to any and all licensed/certified educational employees, excluding administrative personal.
- B. The term "substitute teacher" as used in this Agreement shall refer to all those who are on the approved list of substitutes.
- C. The term "Board" as used in this Agreement shall mean the Board of Education of Morgan County School District RE-3 in the State of Colorado.
- D. The term "Association" as used in this Agreement shall mean the Fort Morgan Education Association.
- E. The term "School District" or "District" as used in this Agreement shall mean the Morgan County School District RE-3 in the State of Colorado.
- F. The term "Superintendent" as used in this Agreement shall mean the Superintendent of Morgan County School District RE-3 in the State of Colorado.
- G. The term "benefit dollars" as used in this Agreement shall mean an employment benefit that involves an expenditure of funds, which does not affect basic wage rates.
- H. The term "Executive Board" as used in this Agreement shall be the group of teachers who represent the teaching staff of all schools and meet on a monthly basis to advise the superintendent concerning the affairs of the School District.
- I. The term "administrator and supervisor" as used in this Agreement shall refer to full-time principals, assistant principals, supervisors and/or anyone serving in full-time administrative positions.
- J. The term "school year" as used in this Agreement shall mean the period of time from the opening of the schools of the District in the fall through the closing of schools in the District in the spring as related to the school calendar and contracts.
- K. The term "day" shall mean calendar days unless otherwise stated.
- L. A stipend is money earned during the school year for time spent on contracted school assignments.
- M. A vertical step in the salary schedule is equal to one (1) year of teaching experience.
- N. Clerical days. For teachers teaching during the traditional school year, every effort will be made to provide one (1) clerical day before the beginning of school and one (1) clerical day at the end of the first semester. One (1) additional clerical day will be allowed in the school calendar, as set by the Board of Education.

#### MANAGEMENT RIGHTS CLAUSE

#### ARTICLE TWO

The management and operation of the School District and the authority to execute all the various duties, functions and responsibilities incident thereto is vested in the superintendent of schools and the School Board. The exercise of such authority shall not conflict with this Agreement.

#### **GENERAL STATEMENT**

#### **ARTICLE THREE**

- A. Neither the Board, the Association or any member of the District staff shall discriminate against any employee on the basis of race, creed, color, ancestry, religion, national origin, age, gender, marital status, handicap, disability, membership or non-membership in any teacher organizations, or participation in any lawful activities of any teacher organization. No reprisals will be taken by the District against any employee for participation in any lawful activity of the Association.
- B. The agenda for each official board meeting and the minutes of the previous board meetings will be posted on the District website.
- C. This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
- D. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado.
- E. The Board and the Association recognize that the Board has certain powers, discretions and duties that under the Constitution and laws of the State of Colorado may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provisions or applications of this Agreement shall be contrary to law, such provisions or applications shall have effect only to the extent permitted by law. All other provisions or applications of this Agreement shall continue in full force and effect.
- F. In case of any direct conflict between the express provisions of this Agreement and Board policy and procedure currently in effect or School Improvement Plans, the provisions of this Agreement shall control.
- G. No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- H. The concept of "Just Cause" will be applied when reviewing any anticipated discipline of a teacher.
- Any materials concerning the changes, rescissions, alterations or modifications of this
  Agreement will be distributed to the staff by the Association and not by the Board or
  District Administration. The Board, however, may add materials to that which is being
  distributed, explaining its position for such change.

#### RECOGNITION

#### **ARTICLE FOUR**

- A. The Board recognizes the Association as the exclusive and sole representative of all licensed/certified educational employees, excluding administrative personnel.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.
- C. All rights and privileges granted to this Association under the terms and provisions of this Agreement are for the exclusive use of the Association.
- D. The exclusive recognition of the Association granted herein shall continue throughout the term of this Agreement provided, however, that any teacher or teacher group may at any time during the months of June, July, or August of the year this Agreement expired. submit a petition to the Board signed by thirty percent (30%) of the teachers covered by this Agreement stating that they desire either to be represented by another organization or by no organization and requesting that an election be held to determine the organization, if any, that represents a majority of the teachers. The signatures on the petition must have been dated at the time of signing and must have been obtained no more than thirty (30) days before the petition was submitted to the District. In such event, an impartial and fair election shall be held to determine if a majority of the teachers wish to be represented by the Association, another organization, or no organization. The group seeking the election will pay the cost of the election. Such election shall be conducted by the American Arbitration Association within thirty (30) days after the teachers return to work in the fall, unless mutually voting in said election shall constitute a majority for the purpose of determining recognition. No more than one (1) such election shall be held in any one (1) school year. If recognition is lost pursuant to the process described herein before the expiration of the term of this Agreement, this Agreement shall expire as of the date of recognition is lost.

#### **NEGOTIATION PROCEDURE**

#### **ARTICLE FIVE**

#### A. Process and Timelines:

- 1. The first meeting between representatives of the Board and the Association shall be held on or before March 31. Negotiations will be completed no later than a date selected by mutual agreement of the parties. This date shall be established within two (2) weeks of the initial meeting. The first meeting date or the deadline may be extended by mutual agreement of the Board and the Association.
- 2. The first negotiating session shall be devoted to the exchange and explanation of each group's proposals. Two (2) weeks after that exchange, no further items may

- be introduced into the negotiations process and the scope of negotiations will be considered defined.
- 3. This Agreement between the Board of Education and FMEA will be instated for three (3) consecutive years beginning July 1, 2015, and concluding June 30, 2018. All financial obligations of the Board set forth in this Agreement are subject to annual appropriation by the Board. The parties agree that the Board of Education and the Association will meet on or before March 31 of each year to discuss the salary and benefits provisions of this Agreement.
- 4. Interim Negotiations It is recognized by the Board of Education and the Association that all situations and developments could not be anticipated at the time this Agreement was negotiated. Change(s) in this Agreement during its effective dates may be negotiated when the parties mutually agree that proposed change(s) are necessary. If as a result of such negotiations, agreement is reached on the proposed changes(s), such change(s) will be signed by the Board and Association presidents and will become amendment(s) to the existing Agreement.

#### B. Procedure

- 1. The Negotiations Committee will consist of two (2) negotiators from each group and one (1) alternate from each group. Each group may also have two (2) observers.
- 2. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- Negotiation meetings will be scheduled so as to not interfere with the working hours of either party; however, if negotiations are to be scheduled by mutual consent during the school day, the Association negotiators shall be released from their regular duties without loss of pay.
- 4. Effective as of November 4, 2014, with the passing of a Colorado School Board open meetings initiative, Proposition 104, the State of Colorado requires meetings of a board of education or their representatives of a school district which collective bargaining negotiations or employment contract negotiations take place to be open to the public.
- 5. During the length of the complete negotiations process as outlined herein, any public or private statements or releases by the Board of Education or the Association shall be made only as agreed to jointly by the negotiations committee.
- 6. Impasse may be declared by mutual agreement any time prior to the completion deadline, as established in Article Five, Section A-1 or by either party after the deadline has passed, if an agreement has not been reached.

#### C. Mediation

- 1. If negotiations have reached an impasse, the issues in the dispute shall be submitted to mediation for the purpose of inducing the Board and the Association to reach a voluntary agreement.
- 2. The parties shall contact the Federal Mediation and Conciliation Service, no later than the next working day, to assist in the resolution of any differences.
- 3. The format, dates, and times of meetings will be arranged by the mediator, and such meetings shall be in closed sessions.
- 4. The mediator shall meet with the Board and the Association through their representatives, either separately or together.
- 5. To the extent that tentative agreements are reached as a result of such mediations, the procedures provided in Section E-1 shall apply. If mediation fails in whole or part, the mediator shall report the issues which remain in dispute to the respective parties.

#### D. Fact Finding

- 1. If the mediation described in Article Five, Section C has failed to bring about agreement on all issues, either the Board or the Association, through their representatives, shall request that the issues which remain in dispute be submitted to a fact finder. No later than the next working day, the parties shall request the American Arbitration Association to submit a panel of seven (7) fact finders from which a fact finder shall be selected. Each of the parties shall be entitled to alternately strike three (3) names from the list. The party who is to strike the first name shall be the moving party. If the selected fact finder declines or is unable to act within twenty (20) days of acceptance, the American Arbitration Association shall appoint a fact finder from its other members without submitting additional lists.
- 2. The fact finder will have the authority to hold hearings and make procedural rules.
- 3. All hearings by the fact finder shall be held in closed sessions, and no news releases shall be made concerning progress of such hearings.
- 4. Within a reasonable time after the conclusion of such hearings, the fact finder shall submit a written report to only the representatives of the Board and the Association and shall set forth in the report the findings of fact, reasoning and recommendation on the issues submitted. The report shall be advisory only and binding neither on the Board nor the Association.
- 5. Within the five (5) days after receiving the report of the fact finder, the Board and the Association, through their representatives, will meet to discuss the report. Public release of the report shall be made any time after such meeting. Thereafter, such report shall be declared a public document.

- 6. The respective parties shall take official action on the report of the fact finder no later than fifteen (15) days after the meeting described in Article Five, Section D-4 above.
- 7. To the extent that tentative agreement is reached on the issues in dispute as a result of such fact finding, the procedures provided in Article Five, Section E-1 shall apply.
- 8. The costs for the services of the fact finder, including per diem expenses, shall be shared equally by the Board and the Association.
- 9. Either party may request that official testimony be recorded at the fact finding hearing or a copy of that recoding shall be provided to the fact finder. The party requesting that record shall pay the costs thereof, except that if the other party shall request a copy of that record, it shall share the entire cost of making that record.

#### E. Adopting Agreements

- Agreements reached as a result of such negotiations shall be reduced to writing and shall have conditional approval of both negotiating teams pending ratification by the Board of Education and the Association. The Association shall notify the Board of its membership approval or disapproval within fifteen (15) days of the conclusion of negotiations. The Board shall then approve or disapprove the agreement within fifteen (15) days or at the next regularly scheduled Board meeting.
- 2. In the event either party disapproves the tentative agreement, that party may within ten (10) days of the disapproval, request the resumption of negotiations. If the negotiations are not reinitiated, impasse shall be declared.
- 3. Upon ratification by both parties, the chief officers of the Board and the Association shall sign the ratified Agreement. One (1) official copy will be kept by the Board and one (1) official copy will be kept by the Association.

#### **GRIEVANCE PROCEDURE**

#### **ARTICLE SIX**

#### A. Definitions

- A grievance shall mean a complaint by a teacher or the Association that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement or of School Board Policy. The grievance shall be submitted in writing and reference the provisions of this Agreement and/or policy which are claimed to be violated. The grievance shall be signed by the grievant(s) or the Association.
- 2. An "aggrieved person" is the Association or a member asserting a grievance.

- 3. A "party in interest" is an employee, other than the grievant, who might be required to take action or against whom action might be required in order to resolve a grievance.
- 4. The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees, which may from time to time arise. Both parties agree to keep these proceedings as confidential as may be appropriate at any level of the procedure.

#### B. Employee and Association Rights

- Under this Agreement, except at Level Three, an employee shall be free to adjust individual complaints, with the employer, without Association representation, providing the adjustment is consistent with the terms of this Agreement and providing the Association may review a copy of any such adjustment. An employee's right to have Association representation at any level of the procedure shall not be denied.
- 2. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- 3. If, in the judgement of the Association, a grievance affects a group of teachers, the association may submit such grievances directly to the superintendent, and the processing of any such grievances shall commence at Level Two.
- 4. Nothing in this Agreement shall be construed as limiting the rights of any member or group of members of the bargaining unit from discussing any matter privately with the administration.
- 5. No reprisals will be taken by the District against any employee because of participation in a grievance.
- 6. Any party in interest may be represented at any level of the grievance procedure by a person, or persons, of his own choosing. The Association shall have the right of being present and to state its views at any level of the grievance procedure.
- 7. The provisions of this section shall not apply where a review is prescribed by the law of the State of Colorado or where the Board is without authority to act.

#### C. Time Limits

- 1. The failure of an employee, or the Association, to initiate or appeal a grievance to the next level within the prescribed time limits shall act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. All time limits consist of school days except that when a grievance is submitted less than ten (10) days before the close of the current school term it will be processed within a maximum of thirty (30) days. Time limits, however, may be extended by mutual agreement.
- 2. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with work

activities of the grievant. Level Three hearings may, however, be held during the school day if requested by the arbitrator. In such instances, the grievant(s) and necessary witnesses shall be released without loss of pay.

#### D. General Principles and Resolutions

1. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his/her supervisor or principal.

#### E. Level One

1. If the grievance cannot be resolved informally, the grievant shall file the grievance in writing in the form of Grievant Report Form, which is available from your FMEA building representative, and at a mutually agreeable time, discuss the matter with his/her immediate supervisor or principal. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at Level One must be within thirty (30) days from the date of the occurrence, or the event giving rise to the grievance, or from the time the employee became aware of the event giving rise to the grievance. The principal or his designee shall make a decision on the grievance and communicate it in writing, including the reasons for the decision, to the employee, the Association, and the superintendent within five (5) days after the receipt of the grievance. The employee shall acknowledge receipt of a copy of the written decision of the principal or his designee on the Grievance Report Form.

#### F. Level Two

1. In the event the grievance has not been resolved satisfactorily at Level One, the Association shall file a copy of the grievance with the superintendent. Such filing must be done within five (5) days of the employee's receipt of the principal's, or his designee's, written decision. Within seven (7) days after such written grievance is filed, the grievant, the Association and the superintendent or his designee, shall meet to attempt to resolve the grievance. If the grievance is not resolved satisfactorily by such meeting, the superintendent or his designee shall provide a written decision to the employee, the Association and principal or his designee, within five (5) days of the meeting to resolve the grievance.

#### G. Level Three

1. If the grievance is not resolved at Level Two or if the Level Two decision has not been provided within the time limits specified, the grievant may request that the Association submit the grievance to Level Three, Arbitration. If it wishes to arbitrate the grievance, the Association shall notify the District within fifteen (15) days after receipt of the Level Two decision. The arbitrator's report shall be simultaneously submitted in writing to the Board and the Association, only, and

shall set forth the arbitrator's findings of fact, reasoning conclusions, and award on the grievance. The arbitrator's award shall be consistent with law and the terms of this Agreement. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two (2) parties within fourteen (14) days of the superintendent's receipt of the request for arbitration. The procedures followed for selection of an arbitrator shall be as follows:

- a. If the parties cannot agree on an arbitrator within three (3) days, the parties shall request the American Arbitration Association to submit a panel of seven (7) arbitrators from which an arbitrator shall be selected. Each of the parties shall be entitled to alternately strike three (3) names from the list. The party who is to strike the first name shall be selected by lot.
- b. The parties will meet within three (3) days after receiving the list of proposed arbitrators to strike off the names to which they object.
- c. The American Arbitration Association shall select the arbitrator from the preferences submitted by the parties.
- d. If the parties fail to agree on any of the persons named on the list, or if for any other reason an appointment cannot be made from the list, the American Arbitration Association shall appoint an arbitrator from its members without submitting further lists.
- 2. The parties shall be bound by the rules and procedures established by the American Arbitration Association. Within five (5) school days after receiving the report of the arbitrator, the superintendent, aggrieved party, and a representative of the Association will meet to discuss the report. If the grievance is not resolved as a result of such meeting, the Board of Education shall take final action on the report at its next regularly scheduled meeting.

#### **TEACHER FILES**

#### **ARTICLE SEVEN**

- A. District office personnel records shall be the only official file maintained on a teacher. A teacher, as a person in interest under the law (C.R.S. 24-72-204, regarding inspection of public records), shall have access to those records, except for letters of reference concerning employment.
- B. Access to the record of a teacher or person of interest shall be permitted any time during regular office hours. A teacher may be accompanied by an association representative, if requested by the teacher.
- C. Any materials relating to the evaluation of a teacher's performance shall not be placed in any file without knowledge of the teacher as evidenced by his signature. The materials shall include but not limited to: evaluation documents, any derogatory materials, any

anonymous communications or complaints against the teacher. Such signature shall not necessarily indicate agreement with its content, but only that it has been read and acknowledged by him. A refusal of the teacher to sign such material within five (5) working days may be interpreted as a sign of noncompliance, which will be so noted and placed in the teacher's file. The teacher shall have the right to answer any material filed and his answer shall be attached to and filed with such material.

- D. Teachers shall be permitted to reproduce, at their own expense, any material in their files to which they have legal access.
- E. A log book will be maintained at the district administration office. Entries will be made in the log book when a teacher or a person of interest has viewed a file.

#### **LEAVE**

#### **ARTICLE EIGHT**

#### A. Sick Leave

- 1. Eight (8) days of sick leave shall be provided for all teachers employed prior to the beginning of the school year. Days will be prorated for teachers employed after the start of the school year. After five (5) months of employment, additional sick leave shall be provided at the rate of one (1) day per month. This leave shall be used for personal illness, or illness of any person dependent upon the teacher for care and living in the teacher's home. Up to nine (9) days per year may be used for the critical illness of the teacher's immediate family, not living in the teacher's home. Additional days beyond the nine (9) day limit may be granted by the superintendent or designee in the case of extraordinary circumstance. For the purpose of this article, immediate family shall mean a teacher's spouse, parents, step-parents, foster parents, mother-in-law, father-in-law, children, step-children, foster children, daughter-in-law, son-in-law, grandparents, step-grandparents, grandchildren, step-grandchildren, brother, sister, step-brother, step-sister, sister-in-law or brother-in-law. This also includes any person who served in lieu of a parent.
- 2. During ensuing years of employment, as many as nine (9) sick days may be accumulated with a maximum of one hundred and twenty (120) sick days. Those persons on extended contracts for periods longer than the regular school calendar may accumulate one (1) sick day per month for each month worked, up to a maximum of twelve (12) sick days per month.
- Once a teacher has accumulated one hundred and twenty (120) days the teacher will receive fifty dollars (\$50) per day in lieu of any annual sick leave days that accrued that year. Payment will be reflected in the last payment of the contract year.

- 4. As many days as are accumulated (but not more than that number) may be used at one time without loss of compensation.
- 5. The Board of Education will reimburse teachers, in the categories listed below, thirty dollars (\$30) per day, for full-time equivalent and to be prorated accordingly for less than full-time equivalent, for the total accumulated unused sick leave: retiring teachers with twenty (20) years of service with the District; or retiring teachers who have reached the age of sixty-five (65); or teachers who are RIF'd. Payment will be reflected in the last payment of the contract year.
- 6. Abuse of any of the provisions of this Sick Leave Article and the Bereavement Leave section of Article Eight as it pertains to sick leave may subject the teacher to disciplinary action and possible loss of pay.
- 7. All sick leave taken under this Agreement shall count against leave allowed under the Family and Medical Leave Act.
- 8. Sick Leave days cannot be earned while teachers are on unpaid leave.

#### B. Sick Leave Bank

#### **MEMBERSHIP**

- 1. All teachers, whose position qualifies them for sick leave, are eligible to participate in the Sick Leave Bank on a voluntary basis.
- 2. To be eligible to use Sick Leave Bank days, a teacher must donate one (1) day of his/her sick leave when they join. Open enrollment for joining the bank will begin on the first contract day of each year and will close after thirty (30) days. A request to join the bank must be made in writing to the personnel department during the open enrollment period. When the number of days in the Sick Leave Bank falls below three hundred (300) FMEA will request another day be donated by the members to the bank.
- 3. A teacher's cancellation or withdrawing from membership in the Sick Leave Bank must do so in writing to the personnel department and will not be able to withdraw the contributed days.
- 4. Any member wanting to apply to use days from the Sick Leave Bank must present their request in writing to both the personnel department and to their FMEA building representative. The sick bank committee will then arrange a time to meet with the applicant.
- 5. Teachers receiving sick leave days from the Sick Leave Bank will not have to replace these days except as a regular contributing member to the bank.
- 6. The Sick Leave Bank will contain a maximum of six hundred (600) days and a minimum of three hundred (300) days. When the total number of days in the bank falls below three hundred (300), one (1) day will be taken from each of the members of the Sick Leave Bank and donated to Sick Leave Bank.
- 7. Membership records will be maintained by the personnel department.

#### C. OPERATION

- 1. Any member applying for Sick Leave Bank benefits must have used all of his/her own paid leave before drawing on the Sick Bank.
- 2. Requests to draw from the Sick Leave Bank may range from one (1) day to twenty (20) days per application. A maximum of forty (40) school days may be granted per year per individual. Individuals must reapply after twenty (20) days. The year shall be considered July 1<sup>st</sup> to June 30<sup>th</sup>.
- 3. Members who are unable to perform the essential functions of their position with reasonable accommodations may request days from the Sick Leave Bank. Request for use of Sick Leave Bank days and a doctor's notice of illness must be received by the chairperson of the Sick Leave Bank Committee within thirty (30) days of depleting his/her paid leave. The Sick Leave Bank Committee may request a second doctor's opinion. With respect to a pregnant member of Sick Leave Bank, Sick Leave Bank days shall be available only for that period of time that the member is disabled and shall be subject to all other limitations set forth in this Article.
- 4. Sick Leave Bank days, are not intended to be used for "Elective Surgery". Elective surgery is defined herein as a doctor-diagnosed condition causing minimal or no pain, dysfunction, or disability and for which surgery sometime in the future is acceptable. This condition is unlikely to deteriorate quickly and does not have the potential to become an emergency.
- 5. The Sick Leave Bank Committee Shall consist of five (5) members. Two (2) members shall be appointed by the Association president and two (2) members shall be appointed by the Board. These four (4) members shall, together, select a fifth member.
- 6. Sick Leave Bank days shall be approved provided the member has met all eligibility requirements and has furnished a doctor's verification of illness or condition.
- 7. Any member who is denied Sick Leave Bank days from the Sick Leave Bank may file a written appeal to the superintendent. The superintendent shall chair an appeals committee which will consist of a one (1) member appointed by FMEA and one (1) board member. The FMEA member and board member will be someone other than those who serve on the Sick Leave Bank Committee.
- 8. Sick Leave Bank days are available in the event of illness or injury of eligible members only. Any member of the Sick Leave Bank may apply for Sick Leave Bank days for the illness of their dependent child or spouse if said dependent has a terminal illness. Terminal illness is defined as an illness or condition that has been diagnosed as life ending.
- 9. Only the Sick Leave Bank Committee shall have the authority to grant variances to the operation of the Sick Leave Bank. These variances must be for "just cause" and not of an arbitrary or capricious nature.
- 10. An annual report on the activity of the Sick Leave Bank will be given to the Board.

D. Pregnancy Disability Leave and Child Care Leave

Teachers will be granted paid leave for pregnancy-related disability and/or unpaid child care leave in accordance with the provisions set forth below:

- A pregnant teacher who is disabled as a result of her pregnancy shall be entitled
  to use accumulated sick leave or, as appropriate, Sick Leave Bank days. If the
  teacher has exhausted her accumulated sick leave days, her Sick Leave Bank days,
  the teacher shall be entitled to take unpaid leave in accordance with the Family
  Medical Leave Act, if eligible.
- 2. A teacher who is pregnant and who desires unpaid pregnancy/child care leave shall be entitled to leave under Family Medical Leave Act guidelines.
- 3. A teacher adopting a child, of any age, shall be entitled to leave under Family Medical Leave Act guidelines.
- 4. A male teacher shall be entitled to unpaid child care leave under Family Medical Leave Act guidelines.
- 5. Teachers whose leave is subject to the Family and Medical Leave Act may be entitled to continue their participation in the District's insurance program as provided for in Article Eleven.
- 6. This leave shall not be cause for termination of employment.

#### TEMPORARY LEAVES OF ABSENCE

#### **ARTICLE NINE**

- A. Teachers shall be granted the following temporary leaves of absence with full pay, during each school year, upon application to the appropriate building administrator. Exceptions may be made during periods of emergency when there is an unusual number of teacher absences because of illness and then some leaves may not be granted.
  - 1. Discretionary Leave. Each teacher may be granted two (2) days of discretionary leave per school year with full pay. New teachers must work during the first quarter of the school year to be eligible for both discretionary days. Teachers hired at or after the start of the second semester of the school year are eligible for one (1) discretionary day that year. This leave would be accumulative up to four (4) days. Unused discretionary leave above the four (4) accumulated days will be rolled into the teacher's sick leave at the beginning of the next school year. A teacher has accumulated one hundred and twenty (120) days of sick leave, a teacher who has retired, or a teacher who has been RIF'd will then be eligible for reimbursement of the additional days in the same manner as sick leave in Article Eight. Discretionary leave will be used for approved sick leave purposes once the

accrued sick leave has been exhausted. Teachers may not access the Sick Leave Bank until accrued sick leave days and discretionary days have been used. Any leave not provided for in Board policy, negotiated agreements, or which exceeds the amount of leave available shall be leave without pay. All accumulated discretionary leave must be used before any request for unpaid leave will be considered. Discretionary leave will be granted without reason at the option of the teacher. Written notice of forty-eight (48) hours should be given to the principal, unless this length of notice is not possible. This leave is not intended to be taken on a day prior to or immediately following a vacation or the first day of the school year. If the leave is denied, the teacher may appeal the decision to the superintendent. Discretionary leave may be denied by the principal if a satisfactory substitute teacher cannot be found.

(Example: A first year teacher will be granted two (2) discretionary days the first year of employment. If no discretionary days are taken then at the beginning of the second year two (2) additional days will be granted. Four (4) days will remain accumulated discretionary leave. If no discretionary days are taken, then at the beginning of the third year two (2) additional days will be granted. Two (2) of these days will roll into sick leave and four (4) will remain accumulated discretionary days.

- 2. **Association Leave.** The Board of Education of School District Re-3 agrees to grant thirty-five (35) days of Association leave to the Fort Morgan Education Association per year. In the event this number of days, thirty-five (35), is deemed insufficient, days of Association leave may be granted by the Board.
- 3. Bereavement Leave. Five (5) days leave per year may be used for death in the immediate family. For the purposes of this article, immediate family shall mean a teacher's spouse, children, step-children, parents, step-parents, foster parents, foster children, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandparents, step-grandparents, grandchildren, step-grandchildren, brother, sister, step-brother, step-sister, brother-in-law and sister-in-law. This also includes any person who served in lieu of a parent. After these days are used, up to an additional five (5) paid days may be granted at the discretion of the superintendent. This request must be made in writing and within ten (10) days of the bereavement leave. Teachers may also choose to use accumulated sick leave days, up to a maximum of three (3) days per school year, for bereavement purposes for persons not included in the above list.

#### B. Sabbatical

- 1. The Board of Education may grant sabbatical leave for the following purposes:
  - a. Participation in college or university courses during the entire leave period.
  - b. Independent study where college credit is earned.

- c. Visitation and observation that will prove educationally beneficial to the
- 2. Sabbatical leaves may be granted to a teacher who has completed at least six (6) consecutive full years of service in the District.
- 3. A joint committee, composed of one (1) teacher, one (1) Board member appointed biannually by the Board, and the superintendent of Schools, shall convene to consider requests for sabbatical leave. The committee shall investigate factors involved in the various requests and will make a recommendation to the Board of Education at their next regular meeting on factors including, but not limited to, length of service since the last sabbatical, reason for the request, merits of this request, anticipated benefits that the school population will receive, and any other sound and prudent reasons. The applicant may present his rationale to the committee.
- 4. Remuneration to the applicant from other sources, such as scholarships, fellowships, grants, etc., will not affect the granting of a sabbatical leave.
- 5. The teacher on sabbatical leave will be paid at the fifty percent (50%) level of the salary rate he/she would have received if he/she would have been working in the District. A teacher will receive credit toward salary increments while on sabbatical leave and receive insurance and retirement benefits as if he/she were employed on a full-time basis.
- 6. Sabbatical leaves will be granted for one (1) semester or for one (1) full year. One (1) teacher from elementary and one (1) from secondary per year will be granted a sabbatical leave as follows:
  - a. One (1) teacher may use sabbatical leave for one (1) full year at school level.
  - b. Two (2) teachers may use sabbatical leave for one (1) semester at each level with approval of one (1) semester leave.
  - c. Sabbatical leave will be contingent upon a satisfactory replacement.
  - d. Sabbatical leave for lengths of time other than one (1) semester or one (1) year may be considered by the committee and granted at the discretion of the Board.
- 7. It is required that the teacher who uses the provisions of this Article will return to the District for at least two (2) years, at the position he/she left, unless that position no longer exists, or to a comparable position as determined by the superintendent. A teacher may waive this provision, provided the partial salary and Insurance Programs Benefits outlined in Article Ten paid during the sabbatical leave are repaid to the District.
- The teacher returning from a sabbatical leave of absence shall submit to the superintendent transcripts of all college and university credit earned while on leave and all other items of information pertinent to an evaluation of his/her program.

 Applications requesting sabbatical leaves shall be submitted by March 1 for full year or fall semester. Applications for second semester shall be submitted by September 15.

#### EARLY RETIREMENT INCENTIVE

#### **ARTICLE TEN**

#### A. Early Retirement

- 1. Any teacher of School District Re-3 who is retiring from the District, who has twenty (20) years of service in the district, who is eligible for immediate retirement under PERA regulations, is planning to return the following school year on a supplemental contract, and who is fifty-nine (59) years of age or less will be considered eligible for the early retirement incentive under this article. To qualify for the early retirement benefit, the teacher must be actively teaching at the time he/she submits an application and notice of retirement must be given to the District in writing by March 31 of the year in which the teacher is retiring. Any year during which a teacher is on a paid or unpaid leave of absence, works less than half (1/2) time, or works less than half (1/2) of the contract year, that year shall not be counted toward meeting the requirement of twenty (20) years of service.
- 2. The District will limit or cap the amount of funding allocated to the Early Retirement Incentive for new payments in any one (1) year to the amount of funding necessary to provide the early retirement benefit to ten (10) new retirees. In the event eleven or more teachers apply for the early retirement benefit, that amount will be prorated among the eligible applicants. If the amount of the benefit is prorated, applicants will have the opportunity to rescind their letter of retirement given the potential for a smaller than expected incentive.
- 3. The base upon which the early retirement benefit will be calculated shall be \$31,500, effective the 2016-2017 School Year.
- 4. This is a one-year benefit, to be paid-with the January payroll following retirement.
- 5. The parties mutually agree to review the plan each year with the intent to make the plan an incentive for early retirement within the resources of the District. It is not the express intent of this agreement to phase out the early retirement incentive. Further alterations to the early retirement schedule as shown below may be requested by either the Board of FMEA in years when language is discussed or through mutual consent in years when language is not up for discussion.

	2016-2017 Early Retiren	nent Package	
		(applied for Spring 2016, paid Jan. 2017)	Base = \$31,500
w/ Sup. Contract	Year Following	Eligible	With Sup. Cont.
Max. one yr	Retirement	Year	Max. one yr
\$10,080	1st Yr. of Window	32%	\$10,080
\$10,080	1 Yr. Total	1 Yr. Total	\$10,080

#### B. Supplemental Contract

- 1. A teacher employed by Morgan County School District Re-3 and who is eligible for PERA retirement annuity is eligible to apply for a supplement contract.
- 2. Teachers who participate in the supplement contract will receive a contract as per the terms of this Agreement (Article Thirteen, Paragraph D) for a period of time not to exceed one hundred and ten (110) days each of two (2) consecutive calendar years or one (1) full school year. Employment must be interrupted as required by PERA rules. The contract shall consist of a full contract year as defined by school board policy.
- 3. The teaching assignment covered by the supplemental contract will remain unchanged unless the teacher and principal mutually agree to a different assignment.
- 4. Teachers will cease to receive health and other insurance benefits effective the date of the resignation.
- 5. All leave benefits will terminate as of the date of the teacher's retirement.
- Time missed for other than official business will result in a deduction of current pay. Implementation of salary payment shall be computed on a pro-rata basis for days worked in each pay period and will be recorded on a District-provided time sheet.
- 7. Notice of intent to apply for a supplemental contract must be given to the District by March 31<sup>st</sup> in the year the teacher is retiring.

#### INSURANCE PROGRAMS

#### **ARTICLE ELEVEN**

#### A. Health Insurance

1. The School District will contribute the single policy premium for the full-time licensed employee towards the health insurance plan provided by the District.

#### B. Flexible Spending Account Plan

1. The School District will provide the application for utilization of the Section 125 of the Internal Revenue Code.

#### COMPLAINTS CONCERING INSTRUCTIONAL MATERIALS

#### **ARTICLE TWELVE**

- A. Despite the care taken in selecting instructional materials, occasional objection to a selection will be made by school patrons. In such cases, the principles of the right to teach, to learn, and of the professional responsibility of the staff must be defended, rather than the materials themselves. Criticisms of materials in the school's collection of instructional materials should be submitted in writing to the principal, and the complainant should be identified properly. The written complaint should take the form of "Request for Reconsideration of Instructional Materials."
- B. If the person making the complaint feels he has not been given a satisfactory reply from the principal. He should be advised to consult with the superintendent. If still not satisfied, a committee to study the complaint will be formed. Three (3) members of the committee will be chosen by the person making the complaint and three (3) members of the committee will be chosen by the superintendent. This committee will present the complaint to the Board who will act as the final arbiter.

#### SALARY SCHEDULE

#### **ARTICLE THIRTEEN**

- A. Salary schedules that are currently in effect will be shown as Appendix A to this document.
- B. Salary schedule will be negotiated as of July 1<sup>st</sup> of the current year with increment changes as of September.
- C. Implementation of a new salary payment in September shall be computed by dividing the appropriate step by twelve (12).
- D. Previous teaching experience is a factor in setting beginning salary. One (1) increment will be allowed for each year of related experience up to ten (10) years of teaching experience. The related experience referred to must have been obtained after a

bachelor's degree after obtaining the proper certificate or license, and be in the field in which the candidate will be working. Experience in Morgan County School District Re-3 will always count year-for-year, plus outside experience as stated previously. Teachers with no previous teaching experience shall start on Step A of the salary schedule.

- E. Educational hours are a factor in setting teacher salary. Teachers new to Re-3 School District will be able to use graduate-level course work only for placement on the salary schedule.
- F. Professional Development hours are a factor only for renewing professional teaching licenses. Ninety (90) contact hours equal six (6) semester credit hours.
- G. Teachers who have been frozen on P-BA+30 for more than one (1) year, and then complete their master's degree will be granted one (1) step for each two (2) years of service on step P-BA+30. The total years frozen at step P-BA+30 will be divided by two (2) and then rounded to the next whole step in the MA column.

#### PROFESSIONAL DEVELOPMENT

#### **ARTICLE FOURTEEN**

- A. Criteria for Horizontal Advancement
  - 1. College credit will be recognized for teachers to surpass increment barriers where applicable and for horizontal advancement on the salary schedule, provided these hours are beneficial to the teacher and improve his or her skills as an educator. Graduate credits earned before a teacher earns his/her master's degree will not count towards salary advancement once the master's degree is conferred. Graduate credits earned before a teacher earns his/her Ed.S or Doctorate will not count towards salary advancement once his/her Ed.S or Doctorate is conferred. These hours must be approved in advance by the superintendent or designee. Whenever there is horizontal advancement, unless vertical steps are not being granted throughout the District.
  - 2. The course must be graduate-level or an undergraduate course approved for graduate credit.
  - 3. The course of study must be for one (1) or more of the following purposes:
    - a. Increasing the depth of preparation in areas of specialization.
    - b. Broadening of liberal education in areas related to a field of specialization.
    - c. Acquiring new skills and/or knowledge of current developments and research in a field of specialization.
    - d. Preparation for new responsibilities in the District that have been or will be assigned.
    - e. Gaining current knowledge concerning educational methods, philosophy, child development or psychology.

- 4. In instances where the superintendent or designee does not approve course work, the teacher may appeal this decision. In this case, committees appointed by the FMEA Executive Committee will make the final decision. In addition to the superintendent or designee, these committees shall be composed as follows: High School level shall have a committee of three (3), consisting of the principal and two (2) members of the faculty. Middle School level shall have a committee of three (3), consisting of the principal and two (2) members of the faculty. Elementary School level shall have a committee of five (5), including an elementary principal and four (4) faculty members, one (1) from each building. This committee shall consist of two (2) primary teachers and two (2) intermediate teachers.
- B. College credit to be used for horizontal advancement must carry an average grade of "B" or better or an "S" grade, if satisfactory/unsatisfactory evaluation is used.
- C. When the School District directs an individual to take a class, that individual will be compensated for mileage, up to one hundred and eighty dollars (\$180) per quarter, plus the tuition. Said individual must then remain with the District for a period of three (3) years or repay the District at the rate thirty-three percent (33%) per year.
- D. School nurses utilize Continuing Educational Units in lieu of graduate-level classes for horizontal advancement with fifteen (15) clock hours being commensurate to one (1) semester credit. All stipulations in Section A and C above are also applicable for horizontal advancement by nurses. Section B is applicable for nurses when college credit is earned.

#### REDUCTION IN TEACHING STAFF WORK FORCE

#### **ARTICLE FIFTEEN**

- A. The Board may cancel an employment contract with any teacher without penalty to the District when the Board determines that a decrease in the number of teaching staff positions becomes necessary, and in accordance with the guidelines of Morgan County School District Re-3 policy GCQA, Instructional Staff Reduction Force and the Master Agreement with FMEA.
- B. It shall be the District's intention to meet reduction in force (RIF) requirements, insofar as possible, first by normal attrition such as by resignations, retirements, leaves of absence and, voluntary or involuntary transfers of assignment as allowed by law.
- C. The Board shall establish the actual number of teaching staff to be reduced consistent with the Board's authority to establish educational programs within the District. The superintendent shall determine the specific positions to be affected, the same to be approved by the Board of Education.
- D. The parties agree that this is in the best interest of students enrolled in Morgan County School District Re-3.

- E. The Board shall follow the procedures listed below:
  - The teaching staff employed under a letter of authorization and assigned in the endorsement area shall be recommended for cancellation of employment according to merit, meaning teacher performance as determined by the teacher's performance rating, as assigned pursuant to the District's performance evaluation system.
  - 2. Teaching staff shall be recommended for cancellation of employment according to merit, meaning teacher performance as determined by the teacher's performance rating average over the previous three year period as assigned, pursuant to the District's performance evaluation system.
  - 3. After consideration of teaching staff merit, determination of cancellation of teaching staff contracts shall include consideration of relevant professional experience including: professional education background and other professional qualifications, education, licensing endorsements, and probationary and nonprobationary status. After consideration of the above, if a determination cannot be made, the length of service in the District shall be considered.
  - 4. Teaching staff whose contracts are to be canceled according to paragraph E 1-4 of this article, but have an endorsement in another area, will be given the opportunity to be transferred to that endorsement area, provided such an opening exists and the teacher performance merits continued employment, as determined by the teacher's performance rating over the previous three year period as assigned pursuant to the District's performance evaluation system.
  - 5. Teaching staff whose contracts are to be canceled under this article shall be given notice in writing at least twenty five (25) calendar days in advance of board action of the recommendation. Such notification shall specify the reason or reasons of teachers shall be made by the superintendent.
  - 6. Teachers shall be promptly notified, in writing, at some time other than during the school day, if possible.
  - 7. Every teacher so notified, of the cancellation of his/her contract, may request, by written notice provided to the president or secretary of the Board within ten (10) days of receiving such notice, shall be granted opportunity for a hearing before the Board or by a hearing officer selected by the Board. The purpose is to determine whether there is sufficient reason or reasons for cancellation of the contract, pursuant to law. The request for a hearing must specify the grounds on which the teacher relies and a short statement of facts to support the contention.
  - 8. Any teacher who is terminated under the provision of this article shall have a letter placed in their file explaining the necessity for the action.
  - 9. RIF teachers shall have the right to pursue a mutual consent placement in the District. Any RIF's teacher will remain solely responsible for identifying available positions within the District and for pursuing any and all vacancies for which the teacher is qualified. RIF's teachers who were deemed satisfactory or effective in

their performance evaluation, preceding their RIF, shall be unpaid members of the priority hiring pool for twelve months or two hiring cycles, whichever is longer.

#### **TRANSFERS**

#### **ARTICLE SIXTEEN**

#### A. Assignment

- 1. The assignment of teachers and their transfer to positions in the various schools and departments of the District shall be made by the superintendent.
- 2. Teachers will be assigned within the scope of their endorsement, educational background or previous teaching experience, except where emergency dictates.

#### B. Voluntary Transfers

- 1. Principals will, through the superintendent or designee, post all District vacancies when they occur or become known.
- 2. If more than one (1) teacher has requested a transfer to a vacant position, the teacher's qualifications and seniority will be considered.
- 3. Teachers who wish to transfer shall file with the superintendent or designee a transfer request on the intent-to-transfer form, mutually approved by the Association and the Board.
- 4. The superintendent or designee will review all transfer requests and arrange for the building administrators to interview the applicants.
- 5. Any teacher who has applied for and been denied a transfer shall, upon request, be given written reason for such denial.

#### C. Involuntary Transfers

- 1. When the superintendent recommends transferring a teacher, the teacher shall be notified as soon as possible, in writing, and given the reasons thereof. Every effort will be made to give the teacher a minimum of two (2) working days in order to make the transfer without student contact. If the teacher needs to work on Saturday for one (1) of those two (2) days, he/she will be compensated at his/her per day rate for that Saturday.
- 2. The principal of the school in which the teacher is currently assigned shall notify the teacher of impending transfers. Upon request of the teacher, a meeting shall be arranged between the teacher involved, the principal and the superintendent or designee, at which time the transfer will be discussed and reasons given for the transfer. The teacher may request that a representative of the Association accompany him or her.

#### **CLASS SIZE**

#### **ARTICLE SEVENTEEN**

- A. The Board and the Association acknowledge that proper class size is a function of many factors, including budgetary constraints, enrollment, course objectives, and subject matter, teaching processes, scheduling patterns, style of education activity and characteristics of the pupils. In establishing class size, the Board shall be guided, but not bound, by North Central Association accreditation standards.
- B. When considering proper class size, the parties shall consider both the classroom facilities and the special characteristics of the pupils. It is understood that the physically disabled pupils, or those with learning disabilities or emotional disturbances, require considerably more attention than do others.
- C. If a teacher believes that the size or composition of his class is educationally improper, the teacher may confer with his or her principal. If in conferring with the principal no amicable solution is found, the matter will be referred to the superintendent for a final solution.

#### **EVALUATION PROCEDURE**

#### ARTICLE EIGHTEEN

- A. The application and utilization of the Evaluation Procedure of School District Re-3 are incorporated as a part of this Agreement.
- B. No informality in any evaluation, or in the manner of making or recording any evaluation, shall invalidate such evaluation. The evaluation procedures shall not be invalidated by technical errors; i.e.: typographical errors, copying errors, misspellings, wrong dates, etc.

#### SHORT-TERM DISABILITY

#### ARTICLE NINETEEN

- A. A teacher who is unable to perform the essential functions of his/her position with reasonable accommodation, but who is not totally and permanently disabled from gainful employment, may elect to use available sick leave, Sick Leave Bank or an unpaid leave of absence as set forth in Articles Eight and Nine of this agreement and Policy GCCAG, or he/she may apply for short-term disability through PERA.
- B. A teacher approved for short-term disability leave ("STD") shall continue to be employed by the District during the rem of his/her short-term disability.
- C. Teachers on STD leave may, at their discretion, elect to use forty percent (40%) of an accumulated sick day or Sick Leave Bank day for each day during the term of the short-term disability, until such time as their accumulated leave is exhausted or they elect to

- discontinue use of such leave. The use of Sick Leave Bank days in such instances shall be subject to the Sick Leave Bank rules/guidelines, as set forth in Article Eight.
- D. A teacher returning from STD leave shall be assigned to the same position or a position comparable to the one he/she left upon commencement of the STD leave.
- E. Any teacher who is on or who is approved for STD leave and for whom retraining or rehabilitation is being considered shall be involved in any discussion between the District and PERA or PERA's STD program administrator. No teacher shall be placed in a retraining or rehabilitation program without the teacher's express, written consent.

#### TEACHER PROTECTION

#### **ARTICLE TWENTY**

- A. Any case of assault upon a teacher shall be reported promptly, and within three (3) days in writing, to the principal or other appropriate administrator by that teacher or any other teacher observing or having knowledge of the assault.
- B. When arising out of an/or in the course of the teacher's employment and the proper discharge of teaching duties as determined by administrative review, a teacher's clothing or personal effects are damaged or destroyed as a result of willful malice, the Board will reimburse the teacher for the cost of the repair or replacement in the amount not to exceed one hundred dollars (\$100).
- C. Whenever a teacher is absent from school as the result of a personal injury caused by an assault arising out of and/or in the course of employment, a full salary will be paid, less the amount received from workman's compensation for a period of twenty (20) days. Days of absence in excess of twenty (20) days shall be charged to sick leave.
- D. Provisions of this Article shall refer to assaults by parents, students, students or persons not associated with the schools.

#### TEACHER DUE PROCESS

#### **ARTICLE TWENTY ONE**

In the event that the state general assembly repeals Article 63 (Teacher Employment Compensation, and Dismissal Act of 1990), the Association and Board of Education agree to discuss inclusion of a teacher due process in this Agreement.

#### ESEA AND GRANT COMPLIANCE

#### **ARTICLE TWENTY TWO**

- A. The District will provide information about a child's teacher's professional qualification upon request. The information provided by the District will be limited to the provisions delineated in section 1111 (h) (6) (a) of the ESEA Act.
- B. Grants that require the teachers to participate in training, or other activities outside of the contract year, will be compensated at a rate listed per certified salary schedule.

#### **DURATION AND ATTESTATION**

#### **ARTICLE TWENTY TWO**

THE PROVISIONS OF THEIS AGREEMENT EXCEPT AS OTHERWISE PROVIDED HEREIN SHALL BE EFFECTIVE THE FIRST DAY OF JULY 2015 AND SHALL REMAIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH THE THIRTIETH DAY OF JUNE 2018.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS FIFTEENTH DAY OF JUNE 2015.

That this Agreement was approved and ratified by the Board of Education of the Morgan County School District Re-3, Fort Morgan, Colorado, upon a motion properly made, seconded, and passed by a majority of the Board on June 15, 2015, at a meeting called and conducted in accordance with law.

MORGAN COUNTY SCHOOL DISTRICT RE-3

School Board President

ATTEST:

School Board Secretary

(Seal)

That this Agreement was approved by the Board of Directors of the Fort Morgan Education Association and ratified by a majority of the members of the Association at meetings called and conducted in accordance with the law on June 15, 2015.

FORTIMORGAN EDUCATION ASSOCIATION

**FMEA President** 

ATTEST:

**FMEA Secretary** 

#### CERTIFIED SALARY SCHEDULE - JULY 1, 2015 THROUGH JUNE 30, 2016

	BA	BA+15	BA+30	MA	MA+15	MA+30	Ed.S	
Α	\$31500	\$32500	\$33500	\$34500	\$35500	\$36500	\$37500	Α
В	\$32340	\$33340	\$34340	\$35340	\$36340	\$37340	\$38340	В
C	\$33180	\$34180	\$35180	\$36180	\$37180	\$38180	\$39180	С
D	\$34020	\$35020	\$36020	\$37020	\$38020	\$39020	\$40020	D
E	\$34860	\$35860	\$36860	\$37860	\$38860	\$39860	\$40860	Ē
F	\$35700	\$36700	\$37700	\$38700	\$39700	\$40700	\$41700	F
G	\$36540	\$37540	\$38540	\$39540	\$40540	\$41540	\$42540	G
Н	\$37380	\$38380	\$39380	\$40380	\$41380	\$42380	\$43380	Н
1	\$38220	\$39220	\$40220	\$41220	\$42220	\$43220	\$44220	1
J	\$39060	\$40060	\$41060	\$42060	\$43060	\$44060	\$45060	J
К		\$40900	\$41900	\$42900	\$43900	\$44900	\$45900	K
L		\$41740	\$42740	\$43740	\$44740	\$45740	\$46740	L
М		\$42580	\$43580	\$44580	\$45580	\$46580	\$47580	M
N			\$44420	\$45420	\$46420	\$47420	\$48420	N
0			\$45260	\$46260	\$47260	\$48260	\$49260	0
Р		·	\$46100	\$47100	\$48100	\$49100	\$50100	P
Q				\$47940	\$48940	\$49940	\$50940	Q
R				\$48780	\$49780	\$50780	\$51.780	R
S				\$49620	\$50620	\$51620	\$52620	Ş
Ţ					\$51460	\$52460	\$53460	T
Ų					\$52300	\$53300	\$54300	U
VV					\$53140	\$54140	\$55140	V
W					\$53980	\$54980	\$55980	W
Х						\$55820	\$56820	Χ
Y						\$56660	\$57660	Υ Υ
Z						\$57500	58500	Z

#### STIPEND SALARY SCHEDULE – JULY 1, 2015 THROUGH JUNE 30, 2016

STEP	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL
	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN
1	\$3900	\$3600	\$2820	\$2250	\$1680	\$1560	\$1140	\$990	\$570	\$420
2	\$4095	\$3780	\$2961	\$2362.50	\$1764	\$1638	\$1197	\$1039.50	\$598.50	\$441
3	\$4290	\$3960	\$3102	\$2475	\$1848	\$1716	\$1254	\$1089	\$627	\$462
4	\$4485	\$4140	\$3243	\$2587.50	\$1932	\$1794	\$1311	\$11380.50	\$655.50	\$483
5	\$4680	\$4320	\$3384	\$2700	\$2016	\$1872	\$1368	\$1188	\$684	\$504

#### **APPENDIX C – EXTRA DUTY**

Level One – 13%	Level Two – 12%	<u>Level Three – 9.4%</u>
HS Head Basketball	HS Head Baseball	HS Asst Basketball
HS Head Football	HS Head Soccer	HS Asst Football
	HS Head Softball	HS Band
	HS Head Track	HS Orchestra
	HS Head Volleyball	HS Vocal
	HS Head Wrestling	MS Activities Director
Level Four – 7.5%	Level Five - 5.6%	Level Six - 5.2%
HS Asst Baseball	HS Asst C Teams	HS Asst Cheerleader
HS Asst Soccer	HS Asst Cross Country	HS Drama
HS Asst Softball	HS Asst Golf	MS Asst Coach
HS Asst Track	HS Asst Gymnastics	Musical (Instrumental)
HS Asst Wrestling	HS Asst Tennis	Musical (Vocal)
HS Head C Teams	HS Cheerleader	Musical (Drama)
HS Head Cross Country	HS Drill (Dance) Team	
HS Head Golf	MS Head Coach	
HS Head Gymnastics		
HS Head Tennis		

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Level Eight - 3.3%	<u> Level Nine – 1.9%</u>
Baker Band A	Baker Band B
Baker Orchestra A	Baker Orchestra B
Baker Special Choir	Elem Orchestra B
Elem Orchestra A	HS Spirit Club
MS AV/Technology	International Club Asst
MS After-School Supervisor	
MS Band	
MS Drama	Level Ten – 1.4%
MS Fitness (1 <sup>st</sup> Semester)	Elem Stipends – 3 per bldg
MS Lunch Bunch Supervisor	HS Dept Head
MS Orchestra	HS Stage
MS Outdoor Ed	MS Dept Head
MS Playground Monitor	
MS Science Fair	
MS Student Council	
MS Vocal	
	Baker Orchestra A Baker Special Choir Elem Orchestra A MS AV/Technology MS After-School Supervisor MS Band MS Drama MS Fitness (1st Semester) MS Lunch Bunch Supervisor MS Orchestra MS Outdoor Ed MS Playground Monitor MS Science Fair MS Student Council

MS Weight Trainer (1st Semester)

All percentages of each level are based upon the Base Salary effective at any given time.

MS Yearbook

<u>Years</u>	<u>Amount</u>
1	Base Amount
2	105% of Base Amount
3	110% of Base Amount
4	115% of Base Amount
5	120% of Base Amount

Music Coordinator

River Watch

TSA

#### APPENDIX D - FACTORS TO DETERMINE PLACEMENT

In-District Experience
Same Sport – Activity – Same Level

High School Grades (10, 22, 12) 1 Level for 1 year of experience

From assistant to head – 1 level for 2 years of experience

From head to assistant – 1 level for 1 year of experience

From 9th head to high school assistant - 1 for 1

From  $9^{th}$  head to high school head -1 for 2

From 9<sup>th</sup> assistant to high school assistant – 1 for 2

From 9th assistant to high school head - 1 for 3

From 7<sup>th</sup> and 8<sup>th</sup> to 9<sup>th</sup> assistant – 1 for 2

From 7th and 8th to 9th head - 1 for 2

From 7<sup>th</sup> and 8<sup>th</sup> to high school assistant – 1 for 2

From 7<sup>th</sup> and 8<sup>th</sup> to high school head – 1 for 3

Any coach moving from head to assistant or high school to middle school – same Sport – Activity 1 for 1.

After six (6) years of coaching – re-enter at Step 1.

Out-of-district experience – Apply same as above to Step 5.

#### APPENDIX F - POLICY GCM

#### A. PROFESSIONAL STAFF WORK LOAD

District administrators may define and enumerate, through a written request, duties and/or assignments that expand the role of an individual classroom teacher. Duties and assignments included in this written request may be full or part-time and will involve the performance of specific tasks. The duties and assignments may require additional class periods, extended time, extended contracts, and/or flexible scheduling. Additional compensation will be calculated as a percentage of the teacher's regular salary, based on the scope of the additional responsibilities and time required to fulfill those duties. The superintendent or designee must approve each request and the related compensation rate. The assignment, once approved, would be posted and filled in accordance with the regular hiring procedures.