

**MASTER
AGREEMENT**

between

MORGAN COUNTY SCHOOL DISTRICT RE-3

and

**FORT MORGAN ASSOCIATION OF
CLASSIFIED PERSONNEL**

JULY 1, 2015 – JUNE 30, 2018

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MORGAN COUNTY SCHOOL DISTRICT RE-3

ASSOCIATION OF CLASSIFIED PERSONNEL

NEGOTIATION AGREEMENT

THE BOARD OF EDUCATION AND THE CLASSIFIED PERSONNEL OF MORGAN COUNTY SCHOOL DISTRICT RE-3 AGREE THAT THE WELFARE OF THE CHILDREN OF THE SCHOOL DISTRICT IS PARAMOUNT IN THE OPERATION OF THE SCHOOLS AND CAN BEST BE ACCOMPLISHED BY EFFECTIVE COOPERATION BETWEEN THE BOARD, THE ADMINISTRATION, AND THE CLASSIFIED PERSONNEL, SPEAKING THROUGH REPRESENTATIVES. IT IS THE PURPOSE OF THIS DOCUMENT TO ESTABLISH THE RELATIONSHIP BETWEEN THE BOARD OF EDUCATION AND THE ASSOCIATION OF CLASSIFIED PERSONNEL OF MORGAN COUNTY SCHOOL DISTRICT RE-3, AND TO ESTABLISH AN ORDERLY PROCEDURE FOR THE CONSIDERATION AND RESOLUTION OF MATTERS OF MUTUAL CONCERN.

ARTICLE ONE – DEFINITIONS

- A. The term "Employee" as used in this Agreement shall refer to any and all classified personnel, excluding confidential administrative personal, seasonal employees and student employees.
- B. 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.
- C. The term "Association" as used in this Agreement shall mean the Association of Classified Personnel.
- D. 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.
- E. The term "superintendent" as used in this Agreement shall mean the Superintendent of Morgan County School District Re-3 in the State of Colorado.
- F. The term "Executive Board" as used in this Agreement shall be the group of employees who represent the staff of all schools and meet on a monthly basis to advise the superintendent concerning the affairs of the School District.
- G. 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.
- H. The term "school year" as used in this Agreement shall mean the period of time from the opening of the schools of the District through the closing of the schools in the District as related to the school calendar and contracts.
- I. For the purpose of this Agreement, "days" shall mean work days and include only regularly scheduled workdays of the employee.

ARTICLE TWO – RECOGNITION AND REPRESENTATION

A. Recognition of Association

The Board recognizes the Association as the exclusive representative of all employees for the purpose of negotiations on matters of mutual concern. Such representation shall extend only to those employees who are eligible for full, active membership in the Association. For the purpose of recognition, classified personnel are defined as regular non-certified employees.

This excludes:

- Seasonal employees
- Student employees
- Confidential employees: (Administrative Assistant to the Superintendent of Schools, Administrative Assistant to the Assistant Superintendent Personnel, Administrative Assistant to the Assistant Superintendent

Curriculum and Assessment, Administrative Assistant to the Director of Special Services as well as the Finance Assistant, Payroll Clerk, Accounts Payable Clerk, Accounts Receivable Clerk, Procurement Clerk and District-level technology professionals.)

B. Recognition of Board

The Association recognizes the Board as the locally-elected body charged with the control, supervision, and administration of public education in Morgan County School District Re-3 and as the employer of all classified personnel of the system.

C. Recognition of Superintendent

The Association recognizes the Superintendent as the chief executive officer and primary advisor of the Board.

D. Representation

1. Classified employees, as defined above, will be represented by the Association provided at least fifty percent (50%) of eligible employees are members who have paid dues and are in good standing.
2. In the event the membership falls below fifty percent (50%), the Board at its discretion may continue recognition of the Association.
3. The exclusive recognition of the Association granted herein shall continue throughout the term of this Agreement. However, any employee or group of employees may at any time during the months of June, July, and August of the year that this Agreement expires, submit a petition to the Board signed by thirty percent (30%) of the classified employees covered by this Agreement. This petition must state that they desire either to be represented by another organization or by no organization and request that an election be held to determine the organization, if any, which represents a majority of the classified employees. 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 classified employees 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 Board of Education or the Superintendent within thirty (30) days of the certification of the petition. Sixty percent (60%) of classified employees must vote in said election to 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 the contract termination.

ARTICLE THREE – GENERAL STATEMENTS

A. Organization Membership

1. Both parties recognize that employees have the right to join or not join any organization for their economic improvement, and membership in any organization shall not be required as a condition of employment.
2. Upon receipt of authorization signed by an employee, the District agrees to deduct from the monthly salary of the classified employee an amount of money equal to an Association member's dues in the Association.
3. The Association shall notify the District in writing, through the Payroll Department, of any membership additions to dues deductions by the fifth (5th) of each month. The Association shall notify the District in writing, through the Payroll Department, of any membership cancellations by the fifth (5th) of October of each year.

B. Good Faith Negotiations

All parties involved recognize their responsibilities toward the entire community for negotiations in good faith on all matters of mutual concern. "Good Faith" means coming to the negotiating table for purposes of negotiating and interacting on proposals, not to dogmatically pursue preconceived stands. Good faith negotiating requires that both parties involved recognize the right of each party to present their views and opinions without censure or penalty.

C. Provisions Contrary to Law

If any provisions or applications of this document shall be found contrary to law, these provisions or applications shall be deemed invalid except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

ARTICLE FOUR – NEGOTIATIONS PROCEDURE

A. Subjects of Negotiations

Negotiations shall be initiated by the Board and the Association mutually exchanging their proposed topics no later than April 1 of the year in which the Agreement expires. The beginning date may be extended by mutual consent of both parties. Negotiations shall be completed by June 30 of each year. The termination date of negotiations may be extended by mutual consent of both parties.

B. Meetings

Negotiations meetings will be scheduled so as not to conflict with committee members' work schedules; however, if negotiations are to be scheduled by mutual consent during the school day, the Association negotiators, not to exceed three (3) Association members, shall be released from their regular duties without loss of pay.

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 in which collective bargaining negotiations or employment contract negotiations take place to be open to the public.

C. Exchange of Information

The District shall furnish the Association Negotiation Committee, upon reasonable request, all available information concerning the financial resources of the District and such other information as will assist the Association in developing intelligent, accurate and constructive programs. Upon reasonable request, the Association shall furnish all available pertinent information to the District or the Board.

D. Consultants

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Cost of such consulting services shall be borne by the requesting party.

E. Joint Study Committees

The parties may appoint joint ad hoc study committees to research, study and develop reports and to make recommendations on matters under consideration. Such committees shall operate under procedures approved by parties involved and report findings directly to them.

ARTICLE FIVE – ADOPTING AGREEMENTS

- A. Agreements reached by the negotiating teams will be considered tentative until formally approved by the Board and the Association.
- B. INTERIM NEGOTIATIONS - It is recognized by the Board and the Association that all situations and developments could not be anticipated at the time this Agreement was negotiated. Change(s) in the 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 proposed change(s), such change(s) will be signed by the Board and

Association presidents and will become amendment(s) to the existing Agreement.

ARTICLE SIX – MEDIATION

If negotiations reach an impasse, the issues in dispute shall be submitted to the Federal Mediation and Conciliation Service for help in resolving the dispute. The party requesting mediation shall be responsible for contacting the Federal Mediation and Conciliation Service.

ARTICLE SEVEN – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a complaint by an employee or the Association that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement or Board policy. The grievance shall be submitted in writing and shall reference the provision of this Agreement and/or Board policy that is claimed to be violated. The grievance shall be signed by the grievant(s) or the designated officer of the Association.
2. An “aggrieved person” is the Association or an employee asserting a grievance.
3. A “party in interest” is an employee, other than the grievant, who might require 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 level, equitable solutions to the problems affecting employees, which may arise. Both parties agree to keep these proceedings confidential.

B. Employee and Association Rights

1. Except at Level III under this Agreement, an employee shall be free to adjust individual complains with the employer, without Association representation, provided the adjustment is consistent with the terms of this Agreement and that the Association may review a copy of any adjustment. An employee shall not be denied the right to have Association representation at any level of the procedure.
2. Every employee covered under this Agreement shall have the right to present grievances in accordance with these procedures.
3. If, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievances directly to the

superintendent, and the processing of any such grievances shall commence at Level II.

4. This Agreement shall not be construed as limiting the rights of any employee or group of employees of the Association from discussing any matter privately with the administration.
5. No employee should suffer any harassment, threats, intimidation, or reprisals for participation or non-participation in the processing of any 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 to be 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 a five (5) day time limit shall act as a bar to any further appeal, and an administrator's failure to give a decision within seven (7) days shall permit the grievant to proceed to the next step. Time limits 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. Hearings may, however, be held during the school day if requested by the arbitrator, providing that no other scheduling options are available. In such instances, the grievant(s) and all necessary witnesses shall be released without loss of pay with the costs being shared by the District and the Association.

D. General Principles and Resolutions

1. An attempt shall be made to resolve any grievance in an informal, verbal discussion between the grievant, the grievant representative, if desired, and any parties of interest.

Level I

1. If the grievance cannot be resolved informally, the grievant shall file a grievance in writing, and, at a mutually agreeable time, discuss the matter with his/her principal/supervisor. The written request shall state the nature of the grievance, and shall state the remedy sought. The filing of the written grievance at Level I 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 first became aware of the event giving rise to the grievance. The principal/supervisor 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 the written decision of the principal/supervisor on the grievance report.

Level II

1. In the event the grievance has not been satisfactorily resolved at Level I, the Association shall file with the superintendent, within five (5) days of the employee's receipt of the supervisor's/principal's written decision at Level I, a copy of the grievance. Within seven (7) days after such written grievance is filed, the grievant, the Association and the superintendent or designee shall meet to resolve the grievance. If the grievance is not satisfactorily resolved at such meeting, the superintendent or designee shall make a decision and provide it in writing to the employee, the Association and the principal/supervisor within five (5) days of the meeting to resolve the grievance.

Level III

1. If the grievance is not resolved at Level II, or if the Level II decision has not been provided within the time limits specified, the grievant may request that the Association submit the grievance to Level III, Arbitration. If it wishes to arbitrate the grievance, the Association shall notify the District within fifteen (15) days after receipt of the Level II decision. 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 for the selection of an arbitrator are 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 strike three (3) alternate names from the list. The party who is to strike the first name shall be selected by lot.
 - b. The superintendent and parties shall 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 listed, 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. The arbitrator's report shall be simultaneously submitted in writing to the superintendent 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 the law and the terms of this Agreement. Within five (5) days after receiving the report of the arbitrator, the superintendent, aggrieved party, and a representative of the Association will meet to discuss the report.
3. If the grievance is not resolved at this meeting, the Board of Education shall take final action on the report at its next regularly scheduled meeting.

ARTICLE EIGHT – LEAVE BENEFITS

A. Personal Illness (Sick Leave)

1. Two (2) days sick leave shall be provided for all classified employees of School District Re-3 upon employment. After two (2) 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 in the home dependent upon the employee for care. Sick leave may be used in half-day or full-day increments. Up to nine (9) days per year may be used for illness of the employee's immediate family suffering a critical illness. For the purpose of this article, immediate family shall mean an employee'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, grand-children, 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.

During ensuing years of employment, sick leave may be accumulated up to one hundred twenty (120) days.

2. On the request of the administration, proof of illness, which shall consist of diagnosis and prognosis, must be provided.
3. In no case may sick leave be applied to other leave use unless otherwise stipulated in policy.
4. Any classified employee changing job assignments will have his/her current sick leave converted to match the new assignment. For example, if a 2.0 hour cook, with 10 sick leave days at 2.0 hours, accepts a 4.0 hour cook assignment, his/her sick leave will be converted to 5 sick leave days at 4.0 hours.

At the close of each fiscal year, each employee's accumulated unused sick leave shall be calculated. Any employee whose accumulated sick leave equals at least one hundred twenty (120) days shall receive eight (8) dollars per hour times the number of hours worked each day, up to sixty (60) dollars per day, for unused sick leave above one hundred twenty (120) days. Hours worked will be based on the work assignment held at the end of the last school year. Payment will be reflected in the August payroll.

B. Sick Leave Bank

1. All employees whose position qualifies them for sick leave are eligible to participate in the Sick Leave Bank on a voluntary basis. Employees must donate at least one (1) day of his/her sick leave within thirty (30) days from their employment date to join the Sick Leave Bank and have the additional option to join within ten (10) days of their first year employment anniversary.
2. Sick Leave Bank will be available to any eligible employees who are unable to perform service due to catastrophic injury or illness to themselves or any member of the employee's immediate family. For the purpose of this article, immediate family shall include the employee's spouse or dependent children living within the employee's home and dependent upon the employee for care, or other family members claimed on the employee's tax return for the previous two years. Normal pregnancies are not covered under this article, but serious complications arising from a pregnancy may be covered, depending on the circumstances. Catastrophic injury or illness shall mean: a) major surgeries and/or life threatening illnesses/diseases (i.e. cancer, heart attacks, strokes), b) accidents requiring extensive hospitalization and/or home care that disables an individual from performing his/her work duties. This shall not include 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.
3. To remain eligible for participation in the Sick Leave Bank, an employee must donate one (1) day or more of accumulated sick leave to the bank whenever the Sick Leave Bank runs low of sick days. The Association will notify members in writing when additional days are needed. Employees who choose not to donate to the Sick Leave Bank when donations are needed shall remain ineligible to participate in the Sick Leave Bank until the beginning of the next school year. At that time, the employee must donate one sick day to be eligible to participate in the Sick Leave Bank. Employees wishing to remain as members of the Sick Leave Bank, who have no accumulated sick days, must notify the Sick Leave Bank Chairperson and payroll clerk, in writing, of their intent to remain as Sick Leave Bank member by donating their first accumulated sick day to the Sick Leave Bank. Retiring employees will be able to contribute ten (10) of their unused sick days, if the Sick Leave Bank will not go over the maximum days.

4. Sick Leave Bank members wishing to cancel their membership must do so in writing during the first thirty (30) days after the first student contact day of the school year. A person withdrawing from membership will not be able to withdraw contributed days.
5. Employees applying for Sick Leave Bank day's benefits must have used all of their own accumulated leave before requesting days from the Sick Leave Bank, which includes personal, vacation, sick and all other leaves, if applicable.
6. During the first year of employment, an employee can request a maximum of five (5) days from the Sick Leave Bank. After the first year of employment, an employee can draw a maximum of twenty (20) days each year from the Sick Leave Bank. The year shall be considered July 1 to June 30.
7. Employees withdrawing Sick Leave Bank days from the bank will not have to replace these days except as a regular contributing member of the bank.
8. It shall be the responsibility of the employee or his/her designee/family to apply for Sick Leave Bank days. Applications for use of Sick Leave Bank days must be made in writing to the Sick Leave Bank Committee chairperson and must be accompanied by a letter from the attending physician stating a clear diagnosis and prognosis of the situation. This letter must be received by the chairperson of the Sick Leave Bank Committee within ten (10) days following the depletion of the employee's accumulated leave.
9. 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.
10. If a Sick Leave Bank applicant believes he/she has been improperly denied use of Sick Bank days by the Committee, he/she may file an appeal to the superintendent of Schools. The superintendent shall refer the matter to an appeals committee consisting of the superintendent, a Board member and one (1) person appointed by the Association president. No member of the Sick Leave Bank Committee may sit on the appeals committee. The appeals committee may call a hearing on the matter or may make a decision based upon material submitted to it. The committee shall notify the employee of its decision in writing. The decision of the appeals committee shall be final.
11. Any leave taken under this Agreement shall count toward the Family and Medical Leave Act (FMLA).
12. The Sick Leave Bank will contain a maximum of four hundred (400) days and a minimum of two hundred (200) days. (This figure may be exceeded by new members donating.)

13. Records will be kept by the Association representatives who shall be accountable to the Assistant Superintendent Personnel.

14. An annual report on the activity of the Sick Leave Bank will be given to the Board of Education and the Association in the month of June.

15. Forms to be used in carrying out the functions of the Sick Leave Bank are:

a. Sick Leave Bank Request includes Release of Information and Physician's statement.

b. Sick Leave Bank Committee Action Form Sick Leave Bank

C. Bereavement Leave

Bereavement leave of five (5) days per year may be used for death in the immediate family. For the purpose of this article, immediate family shall mean an employee'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. After these days are used, up to an additional five (5) days may be granted at the discretion of the superintendent. Classified 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.

D. Pregnancy Disability Leave and Child Care Leave

An employee who is pregnant may request an unpaid leave to begin at any time between the commencement of her pregnancy and prior to the date the child is born. Such request must include the anticipated time for which the leave is requested. In unusual circumstances, the employee may request an extension of such leave.

1. Said employee shall notify the superintendent in writing of her desire to have such leave and, except in cases of emergency, shall provide such notice at least forty-five (45) calendar days prior to the date on which the leave is to begin. She will also include with such notice a physician's statement certifying her pregnancy and substantiating her request for leave.

2. Alternatively, an employee may use her accumulated sick leave and receive pay, therefore, as provided according to sick leave policy. An employee who is pregnant may continue in active employment as late into her pregnancy as her physician recommends, provided she is able to properly perform her required function. The District may request a physician's statement at any time. Outside employment while on maternity leave is not acceptable and may cause immediate termination of leave benefits.

E. Personal Leave

Classified employees will earn one (1) paid personal day per semester, a total of two (2) per year, to be used from July 1 through June 30 to coincide with the fiscal year. New employees must work during the first quarter of the school year to be eligible for one (1) personal day first semester. New employees must work during the third quarter of the school year to be eligible for one (1) personal day second semester.

Requests for such days will be made to the employee's administrator. Granting of personal leave is subject to prior approval of the site administrator and availability of a substitute.

Personal leave can be accumulative up to four (4) days. Unused personal leave above the four (4) accumulated personal days will be rolled into the classified employee's sick leave at the beginning of the next school year.

(Example: A classified employee has two (2) personal days available the end of the school year. At the beginning of the next school year, two (2) additional personal days will be granted. Four (4) days will remain accumulated personal leave. If no personal days are taken during this year, then at the beginning of the following school year, two (2) additional personal days will be granted. Two (2) of these personal days will roll to sick leave and four (4) will remain accumulated personal days.)

Any personal leave days used within six (6) months of the employee's date of hire will be reimbursed to the District if the employee voluntarily leaves the employ of the District during the same period.

F. Association Leave

The Board of Education of Morgan County School District Re-3 agrees to grant fifteen (15) days of Association Leave to the Association of Classified Personnel per year. In the event this number of days is deemed insufficient, additional days of Association leave may be granted by the Board.

G. Unpaid Leave

Classified employees must use any available personal and/or vacation days before requesting an unpaid day off.

ARTICLE NINE – VACATIONS AND HOLIDAYS

A. Ten-Month Employees

Days when school is not in session for persons employed for ten (10) months shall be the same as those set for teaching personnel. These days are not paid days.

B. Twelve-Month Employees

1. Twelve-month employees will receive two (2) weeks paid vacation during the first five (5) years of employment, at the rate of .83 days per month. During the sixth through tenth years, employees will receive three (3) weeks of paid vacation, at the rate of 1.25 days per month. During the eleventh year and thereafter, employees will receive four (4) weeks of paid vacation, at the rate of 1.67 days per month.
2. Twelve-month employees may accumulate up to double the number of vacation days for which they are eligible. Employees eligible for ten (10) days of vacation leave in a single year may accrue up to twenty (20) days of vacation leave. Employees eligible for fifteen (15) days of vacation may accrue up to thirty (30) days. Employees eligible for twenty (20) days of vacation may accrue up to forty (40) days.
3. Annual vacation days will be prorated for partial year employment based on a fiscal year of July 1-June 30.
4. Only employees who have been employed for six (6) months or longer can use prorated annual vacations days, with the exception of a snow day.

School vacation days shall be considered regular work days. Exceptions shall be New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day, which shall be paid holidays. If the following holidays fall on a weekend, twelve-month employees are to have the previous Friday or the following Monday as a paid holiday: New Year's Day, Independence Day, and Christmas Day.

Twelve-month employees will be given the day prior to Christmas as an additional holiday with pay where the best interest of the District is served. Otherwise, the employee will be given an alternate vacation day upon approval of the appropriate supervisor.

ARTICLE TEN – INSURANCE AND OTHER FRINGE BENEFITS

A. Insurance

All employees, excluding temporary, seasonal and substitute personnel, will be allowed to participate in any District-approved programs. Employees who work a minimum of nine (9) months and are scheduled to work a minimum of thirty (30) hours per week are eligible for District health insurance benefits. Employees covered by the District health insurance as of June 2012, or who have been involuntarily transferred to a position not otherwise eligible for health insurance, shall continue to receive the insurance benefits.

To determine health insurance eligibility for bus drivers, the District will use an average of the previous year's activity trip time and credit each regular bus driver with this amount. This will be added to each bus driver's daily route time and the new total will apply to the determination of health insurance eligibility. This does not apply to substitute bus drivers. The activity time and the resulting eligibility calculations will be determined annually.

B. Retirement or Resignation

All permanent employees, excluding temporary and substitute personnel, who have had at least twenty (20) years of service in the District or who have reached the age of sixty-five (65), shall be eligible to receive payment for unused sick leave at the rate of eight (8) dollars per hour times the number of hours worked each day, up to sixty (60) dollars per day up to half of the total accumulated unused sick leave. Hours worked will be based on the work assignment held at the end of the last school year. Payment will be made in the employee's final paycheck. If an employee has any unused vacation days, payment will also be made in the final paycheck of the employee.

C. Resignations

12 month employees who resign must give two (2) weeks' notice or forfeit all pay for unused vacation days. In extenuating circumstances, this policy may be waived by mutual agreement of the employee and the District.

D. Physical Examinations

Annually, the District will bid the services of "a designated medical provider" to provide physical examinations for any employee as required by the District.

E. Uniforms

The District shall provide uniforms for maintenance and grounds personnel employees.

ARTICLE ELEVEN – SALARIES

A. Salary Schedule

The salary schedule currently in effect is shown as Appendix A to this document. All employees shall be placed on said schedule. Employees in Levels X (10) or above and require specialized certification and/or education may be compensated at a rate comparable to the private sector.

B. Method of Payment

All employees will be paid monthly on the basis of actual hours worked during that pay period.

C. Prior Experience

Previous related experience will be allowed for placement up to Step II (2) for new employees to the District on the current salary scale, as determined by the superintendent or designee. Employees in clerical, mechanical, maintenance positions, or other positions stipulated in Class XI (11) can be allowed placement up to Step XI (eleven) for previous related experience.

D. Overtime

1. Employees working overtime shall be paid time plus one-half for overtime work in excess of forty (40) hours per week. Any over-budgeted hours must be requested by the employee's supervisor in writing to and be preapproved by the Assistant Superintendent Personnel or designee.
2. An employee may be provided compensatory time instead of over-budget pay, with the preapproval of the employee's principal/supervisor. This must be documented in writing and signed by the employee, supervisor and Assistant Superintendent Personnel.

E. Salary Increment

Salaries of all employees will be on the basic scale as negotiated with salary increases beginning with the July paycheck. A person must be employed six (6) months to be eligible for advancement on the salary scale. The Board will inform the Association of all unscheduled and arbitrary salary changes.

F. Emergency Closure Days

If school is dismissed or closed due to bad weather, employees shall be paid for the full day, up to two (2) days per school year. Head custodians, only, will report to work on emergency closure days unless otherwise directed by their supervisor. Head custodians and all other district staff who report to work on emergency closure days will be given a comp day certificate. *Supervisors must

verify presence of employee and then request a comp day certificate from the personnel department.

G. Years of Service

A year of service shall be defined as regular, full-time employment by the District of at least ninety-five (95) school days during the first year of employment and full school years as determined by the official school calendar adopted by the Board each year thereafter.

H. Longevity

During times of reduction in staff, all things being equal in job performance between two people, longevity in the District will be the deciding factor.

I. Bus Drivers

1. Regular bus drivers shall be paid according to the salary scale. Minimum compensation will be one-and-one-half ($1\frac{1}{2}$) hours for a half ($\frac{1}{2}$) route and a kindergarten route and three (3) hours for a full route.
2. Newly hired bus drivers will be paid minimum wage while learning each route one (1) time, both morning and afternoon.
3. Bus drivers shall be compensated for parent-contact duty at their regular hourly rate. Compensation shall be limited to a maximum of four (4) hours for each regular route and a maximum of three (3) hours for each kindergarten route.
4. An assistant will be provided on the handicapped bus/buses.
5. Bus drivers will be compensated for meals on a per diem basis.
6. If a bus driver misses a route due to serving on a District-based committee, he/she shall draw his/her regular salary for that route up to two (2) times a year.
7. Drivers who attend meetings regarding students at the request of the District shall be compensated for their time at their regular hourly rate.
8. Upon successful completion of driver's tests, the District shall reimburse costs required to obtain necessary licenses (maximum reimbursement of one (1) test per employee).

J. Cooks.

Cooks who are on duty for extra dinners, events, and other functions shall receive \$4.00 above their regular salary. Cooks will receive time and one half for non school functions and double time for holidays.

K. Testing Highly Qualified Requirement of Paraprofessionals

1. Paraprofessionals hired after July 1, 2009, are required by the No Child Left Behind Act of 2001 to be highly qualified. This requirement is met by:
 - a. Completion of at least forty-eight (48) hours of study at an institution of higher education; or
 - b. Obtaining an associate's (or higher) degree; or
 - c. Meeting the requirement via successful completion of a District-approved written test. Upon successful completion of the Work Keys tests, the District shall reimburse costs required to obtain necessary tests (maximum reimbursement of one (1) test per employee).

L. Salary Negotiations

The Agreement between the Board of Education and the Association will be in effect for three consecutive years beginning July 1, 2015, and ending 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 salary and benefits provisions of this Agreement.

M. Work At High Scale

Any employee temporarily assigned to a position of a higher or lower scale outside of the work day shall be paid at the rate of the different scale for the duration of that assignment. Any employee assigned the duties of a higher scale during the work day for at least ten (10) consecutive days shall be paid at the higher scale for the duration of the assignment.

N. Educational Credit

Classified employees working in student centered programs who hold a valid AA or AS degree related to the field in which they are working shall be granted an additional step on the salary schedule. Those employees holding a valid BA or BS degree shall be granted two additional steps on the salary schedule.

O. Planning Time

Classified employees who are computer lab assistants will be 177-day employees, and library secretaries will be 184-day employees.

ARTICLE TWELVE – RETIREMENT INCENTIVES

A. Early Retirement Incentive

1. Any employee of School District Re-3 who is retiring from the District, who has twenty (20) years of service in the District, is planning to return to the district the following school year on a supplemental contract, and who is eligible for immediate retirement under PERA regulations, and who is fifty-nine (59) years of age or less, will be considered an eligible employee under this article. Notice of retirement must be given to the District in writing by March 31st of the year in which the employee is retiring to qualify for the retirement incentive.
2. Employees having a minimum of twenty (20) years service with the District, upon retirement shall receive the retirement incentive indicated. Any year during which an employee is on a paid or unpaid leave of absence, works less than half ($\frac{1}{2}$) time, or works less than ninety (90) days shall not be counted toward meeting this requirement.
3. The parties mutually agree to review experience with the plan each year with the intent to make the plan as much of an incentive for early retirement as possible within the resources of the District.
4. In order to qualify, an employee must be actively employed at the time he/she submits an application.
5. Employees will be expected to fulfill their obligations until the end of the school year.
6. The early retirement incentive percentage will be calculated on the entry step hourly rate of the employee's placement level, multiplied by the scheduled number of hours for the year. No overtime or extra hours will be considered.
7. The yearly benefit shall be paid to the employee or his/her estate in a lump sum with the January payroll following retirement.

2017 Early Retirement Package (applied for Spring 2016, paid Jan. 2017)					
Year Following Retirement	1st Year	2nd Year	3rd Year	4th Year	5th Year
1st Yr. of Window	40%	38%	36%	34%	32%
2nd Yr. of Window	38%	36%	34%	32%	
3rd Yr. of Window	36%	34%	32%	-	
4th yr. of Window	34%	32%	-	-	
5th Yr. of Window	32%	-	-	-	

Package for 2016 retirees

With Sup. Cont. - max. one yr

6. Early retirement incentive calculated on the entry step hourly rate minus 7%

B. Supplemental Contract

Employees who are eligible for and receiving a PERA retirement annuity are eligible to apply for a supplemental contract not to exceed one hundred ten (110) days each of two (2) consecutive calendar years as defined in Board Policy GDQCB.

ARTICLE THIRTEEN – EMPLOYEE PROCEDURES

A. The District shall give an employee three (3) weeks written notice if his/her position is to be eliminated.

B. Performance Review: Employees shall receive a minimum of one written performance review every year by their supervisor or building principal.

1. The employee will be informed in advance of the evaluation process and the form(s) to be used.
2. The employee will sign the evaluation form at the time of the evaluation as evidence that the contents have been reviewed and discussed. Signature will not indicate agreement with the contents of the evaluation but only that it has been read and acknowledged by the employee.
3. The employee may prepare a written rebuttal to the evaluation that will be attached to and filed with the evaluation document.

C. Personnel Files:

1. Employees shall have the right, upon request, to review the contents of his/her own personnel file, with the exception of references and recommendations provided to the District on a confidential basis by universities, colleges, former employers or persons not connected with the District.
2. No material of a derogatory nature will be placed in the personnel file unless signed by the person(s) making such derogatory allegations and a copy has been given to the employee.
3. An employee may respond or refute any material. Such written response will be attached to and filed with the corresponding document.
4. Employees, and/or her/his authorized representative, shall be permitted to reproduce at their own expense any material in their personnel files to which they have legal access.

ARTICLE FOURTEEN – DURATION AND ATTESTATION

THE PROVISIONS OF THIS 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, WHERE OF 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

By Rozelin Segura
School Board President

ATTEST:

By Karen Temple
School Board Secretary

(Seal)

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

FORT MORGAN ASSOCIATION OF CLASSIFIED PERSONNEL, CEA

By Deborah Middlemist
ACP President

ATTEST:

By Deborah Middlemist
ACP Secretary

SALARY PLACEMENT

MORGAN COUNTY SCHOOL DISTRICT RE-3 CLASSIFIED SALARY SCALE - JULY 1, 2015 - JUNE 30, 2018

POSITION	LEVEL	STARTING STEP 1
**DAY CARE ASSISTANT (SUBS) STUDENT WORKER	II	\$8.23
CUSTODIAN ASSISTANT CLASSIFIED SUBSTITUTE BUS WASHER BUS ASSISTANT SEASONAL WORKER **HEAD START GENERAL ASSISTANT DAY CARE CUSTODIAN ASSISTANT OR BUS DRIVER	III	\$8.46
COOK LUNCHROOM CASHIER SUB CALLER	IV	\$9.27
CUSTODIAN GENERAL UTILITY WORKER GROUNDS/FACILITIES TECH I **PARA EDUCATOR **DAY CARE GROUP LEADER FAMILY LIAISON	V	\$9.79
SECRETARY HEALTH CLERK/COMPUTER ASSISTANT CAMPUS SUPERVISOR **COMPUTER LAB ASSISTANT (Two additional days for planning) HEAD START HEALTH ASSISTANT HEAD START FAMILY SERVICE ASSISTANT	VI	\$10.60
**LIBRARY SECRETARY HEAD CUSTODIAN KITCHEN MANAGER GROUNDS/FACILITIES TECH II PRINT SHOP OPERATOR ACTIVITY FUND ASSISTANT HEAD START SUB TEACHER	VII	\$11.54

POSITION	LEVEL	STARTING STEP 1
ASSISTANT MECHANIC *DATA BASE MANAGER BUS DRIVER TRAINER BUS DRIVER (SUBS) WAREHOUSEMAN ADMINISTRATIVE ASSISTANT REGISTRAR	VIII	\$11.97
*PAYROLL *ACCOUNTS PAYABLE *ACCOUNTS RECEIVABLE *PROCUREMENT *PERSONNEL *CURRICULUM GROUNDS/FACILITIES TECH III MAINTENANCE TECHNICIAN	IX	\$12.53
**HEAD START/CPP TEACHERS AND MANAGERS TRANSLATOR/INTERPRETER	X	\$13.24
GROUNDS/FACILITIES TECH IV CERTIFIED OCCUPATIONAL THERAPIST ASSISTANT CERTIFIED PHYSICAL THERAPIST ASSISTANT CERTIFIED EDUCATION SIGN LANGUAGE INTERPRETER	XI	\$14.62
ELECTRICIAN HEAD MECHANIC	XII	\$18.09

Employees with * are considered confidential and are not covered by this agreement.
Positions with ** are considered student centered.