MASTER
AGREEMENT

BETWEEN

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

JULY 1, 2021 – JUNE 30, 2024

Updates Approved May 15, 2023

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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 personnel.
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 (FMEA).
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 licensed 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 school assignments.
M. A vertical step in the salary schedule is equal to one (1) year of teaching experience as used for initial placement on the salary schedule.
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.
O. Professional Development days. For teachers teaching during the traditional school year, every effort will be made to provide five (5) Professional Development days within the school calendar. These dates will be approved 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, color, religion, national origin, age, sex, marital status, disability, or any other protected class, 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.
I. 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.

J.

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 an 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 anyone (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 representative(s) of the Board, District support staff, and the Association shall be held on or before January 31. Negotiations will be completed no later than the final date of June 30 for the current contract year.
    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 the Association will be instated for three (3) consecutive years beginning July 1, 2021, and concluding June 30, 2024. 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, District support staff, and the Association will meet on or before January 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, District support staff, 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.
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.
3. 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, District support staff, 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 that 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 a 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 recording 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

1. Agreements reached as a result of such negotiations shall be reduced to writing and shall have conditional approval of both negotiating teams pending ratification by the Board of Education, District staff, 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 all 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

1. 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

1. Under this Agreement, except at Level Three (3) (Arbitration), 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 or designee, and the processing of any such grievances shall commence at Level Two (2).
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 their 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 (3) 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)
   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 Association 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 (1) 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 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 or designee 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 designee on the Grievance Report Form.

F. Level Two (2)

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

G. Level Three (3) - Arbitration

1. If the grievance is not resolved at Level Two (2) or if the Level Two (2) decision has not been provided within the time limits specified, the grievant may request that the Association submit the grievance to Level Three (3), Arbitration. If it wishes to arbitrate the grievance, the Association shall notify the District within fifteen (15) days after receipt of the Level Two (2) decision. The arbitrator's report shall be simultaneously submitted in writing to the Board, District staff, 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 or designee, 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 a 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 the teacher's signature electronic or otherwise. 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 the teacher. 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 their 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 logbook will be maintained at the District administration office. Entries will be made in the logbook when a teacher or a person of interest has viewed a file.

LEAVE

ARTICLE EIGHT

A. Leave (Paid Time Off)
    1. Eighty-five (85) hours of Leave (Paid Time Off) shall be provided for all teachers employed prior to the beginning of the school year. Hours will be prorated for teachers employed after the start of the school year. Hours may be used in hourly increments.

Up to ten (10) days per year may be used for the critical illness of the teacher's immediate family, not already covered under FMLA rules. Additional days beyond the ten (10) day limit may be granted by the Superintendent or designee in the case of extraordinary circumstance. Leave (Paid Time Off) may be taken for the following reasons:

A. Personal mental or physical illness, injury or health condition or the need to obtain medical care:
B. The necessary care and attendance of the employee's family member who has a mental or physical illness, injury or health condition or the need to obtain medical care;
C. Seeking medical attention or related services if the employee or a member of the employee's family has been the victim of domestic abuse, sexual assault, or harassment;
D. The District has been ordered to close by a public official due to a public health emergency; or
E. The school or childcare provider for the employee's child has been ordered to close by a public official due to a public health emergency and the employee needs to be absent from work to care for their child.
F. Leave (Paid Time Off) may be used for the purpose of parental leave in the event any employee or employee's spouse gives birth to a child or to adopt a child. Such Leave shall be allowed beginning with the birth of the child or the day the adoptive child resides with the employee. Parental leave is available for a period not to exceed six (6) weeks.

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. Exceptions may be made by the Superintendent.

In addition to the paid leave generally accrued, on the date a public health emergency is declared, the District will supplement each employee's accrued paid leave as necessary to ensure that full-time employees who work 40 hours or more in a week may take at least 80 hours of paid leave and that employees who work fewer than 40 hours in a week may take at least the greater of the number of hours the employee is scheduled to work in a 14-day period or the average time the employee works in a 14-day period. The District may count an employee's unused accrued paid leave toward the supplemental paid leave.

An employee may use the supplemental paid leave until four (4) weeks after the official termination or suspension of the public health emergency. Leave under this provision may be taken for the following reasons:

- self-isolation or seeking medical care or treatment due to a diagnosis or symptoms of a communicable illness that is the cause of a public health emergency:
- caring for a family member who is self-isolating or seeking medical care after being diagnosed or is experiencing symptoms of a communicable illness that is the cause of a public health emergency:
- a determination from a local, state, or federal public official or health authority that an employee or a member of the employee's family that the employee cares pose a risk to the health of others;
- caring for a family member when the individual's school or place of care has been physically closed due to a public health emergency, or
- an employee's inability to work because of a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of a public health emergency.

Documentation is not required to take paid leave during a public health emergency.

Nondiscrimination statement: The Board, the Superintendent, other administrators, and District employees will not unlawfully discriminate, take adverse action, or retaliate against any employee who takes, attempts to take, or supports taking paid leave in accordance with this policy, files a complaint or informs any person about an alleged violation of the Healthy Families and Workplaces Act, or participates in an investigation, hearing or proceeding related to such matter.

2. During ensuing years of employment, as many as eighty-five (85) hours may be accumulated each year with a maximum of nine hundred (900) hours. Those persons on extended contracts for periods longer than the regular school calendar may accumulate one (1) day per month for each month worked, up to a maximum of twelve (12) days per month.
3. Once a teacher has accumulated nine hundred (900) leave hours, the teacher will receive fifty dollars ($50) per day in lieu of any annual 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 (1) 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 leave:
    a. Teachers with twenty (20) consecutive years of service with the District; or,
    b. Teachers who have reached the age of sixty-five (65); or,
    c. Teachers who experience a reduction in force (RIF).

Payment will be reflected in the last payment of the contract year.

6. Abuse of any of the provisions of this Leave Article and the Bereavement Leave section of Article Eight (8) as it pertains to Leave may subject the teacher to disciplinary action and possible loss of pay.
7. All leave taken under this Agreement shall count run concurrently with a designated leave under the Family and Medical Leave Act (FMLA).
8. Leave days cannot be earned while teachers are on unpaid leave.

B. Sick Leave Bank Membership
   1. All teachers, whose position qualifies them for leave under the FMLA, 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 their leave when they join. Open enrollment for joining the Sick Leave Bank will begin on the first contract day of each year and will close after thirty (30) days. Certified staff members will have access to the Sick Leave Bank in any year of their time with Fort Morgan Schools. A request to join the Sick Leave Bank must be made in writing to the Human Resources 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 Sick Leave Bank.
   3. A teacher's cancellation or request to withdraw from membership in the Sick Leave Bank must do so in writing to the Human Resources 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 Human Resources Department and to their FMEA building representative. The Sick Leave Bank Committee will then arrange a time to meet with the applicant.
   5. Teachers receiving days from the Sick Leave Bank will not have to replace these days except as a regular contributing member to the Sick Leave Bank.
   6. The Sick Leave Bank will contain a minimum of three hundred (300) days. When the total number of days in the Sick Leave 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 Human Resources 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 Leave Bank.
   2. Requests to draw from the Sick Leave Bank may range from eight and one half (8.5) hours to one hundred and thirty-six (136) hours per application. A maximum of two hundred and seventy-two (272) hours may be granted per year per individual. Individuals must reapply after two hundred and seventy-two (272) hours. The year shall be considered July 1 to June 30.

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 their paid leave. The Sick Leave Bank Committee may request a second doctor's opinion.
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 (5th) 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 days from the Sick Leave Bank may file a written appeal to the Superintendent or designee. The Superintendent or designee shall chair an appeals committee that will consist of 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.
11. Because employees can sign up for the Sick Leave Bank at the beginning of each year, donation of days will no longer be allowed.

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. **Annual Leave or Leave**. Each teacher may receive 10 days or eighty-five (85) hours of leave each year. This leave is meant for illness, or personal business. This leave is not intended to be taken on a day prior to or immediately following a holiday, vacation or the first day of the school year. If the leave is denied, the teacher may appeal the decision to the Superintendent or designee. Discretionary Leave may be denied by the principal if a satisfactory substitute teacher cannot be found.
2. **Association Leave.** The Board of Education of Morgan County School District Re-3 agrees to grant thirty-five (35) days of Association Leave to FMEA 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 Bereavement 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 or designee. 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 five (5) days per school year, for bereavement purposes for persons not included in the above list.
4. **Domestic Abuse Leave**. The District permits an employee to request or take up to three (3) working days of leave from work in any 12-month period with or without pay, if the employee is the victim of domestic sexual assault or any other crime related to domestic abuse. Any staff member with accrued paid Sick Leave may take Sick Leave for any of the following purposes:
    1. To seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by domestic abuse, sexual assault, or harassment;
    2. To obtain services from a victim services organization;
    3. To obtain mental health or other counseling;
    4. To seek relocation due to the domestic abuse, sexual assault, or harassment; or
    5. To seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from domestic abuse, sexual assault, or harassment.

For the purpose of using paid Sick Leave to take victim leave, the term "family member" means a member of the employee's immediate family (a person who is related by blood, marriage, civil union, or adoption), a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor, or a person for whom the employee is responsible for providing or arranging health-or safety-related care. Exceptions may be made by the Superintendent.

When applying accrued paid Sick Leave to take victim leave, the following crimes/actions are as defined in state law:

1. Domestic Abuse
2. Harassment
3. Sexual Assault

Staff victim leave taken by using accrued paid Sick Leave will follow the provisions outlined in the Board's staff Sick Leave Policy.

Any staff member who has been employed with the District for at least 12 months and is the victim of certain crimes/actions (listed below) may request and will be granted up to three (3) working days of leave during any 12-month period, with pay" or "without pay", the statute allows the employer to decide whether the leave will be paid or unpaid for any of the following purposes:

1. To seek a civil restraining order to prevent domestic abuse as it is defined in state law
2. To obtain medical care or mental health counseling or both for the employee or the employee's his or her children to address related physical or psychological injuries
3. To make the employee's his or her home secure from the perpetrator or to seek new housing to escape from the perpetrator
4. To seek legal assistance to address related issues and attend and prepare for court-related proceedings

Except in cases of imminent danger to the health or safety of the employee, an employee seeking victim leave must provide as much advance notice to the District as possible, as well as appropriate documentation requested by the Director of Human Resources. The employee does not need to exhaust other applicable leave prior to being granted this type of leave.

All information related to the employee's leave must be kept confidential and copies of any related documents retained by the District must be marked confidential and stored in a secure location separate from routine personnel documents.

This leave applies to the following crimes/actions as defined in state law:

1. Domestic Abuse
2. Stalking
3. Sexual Assault
4. Any other crime where a court finds that the underlying factual basis includes an act of domestic violence

5. Sabbatical

1. The Board of Education may grant a Sabbatical 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 District.
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 (10) paid during the Sabbatical leave are repaid to the District.
8. 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.
9. 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.

SUPPLEMENTAL CONTRACT

ARTICLE TEN

A. 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. The Supplemental Contract shall follow House Bill 17-1176 that allows retired teachers to fill positions in rural districts that declare a critical teacher shortage. Teachers who participate in the Supplement Contract will receive a prorated contract. The retiree will be placed at their current salary. The contract shall consist of a full contract year as defined by School Board Policy.
2. The teaching assignment covered by the Supplemental Contract will remain unchanged unless the teacher and principal mutually agree to a different assignment.
3. Teachers will continue to receive health and other insurance benefits as though they were a continuing employee.
4. All leave benefits will terminate as of the date of the teacher's conclusion of the supplemental contract.
5. For 110/140 employees, 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.
6. Notice of intent to apply for a Supplemental Contract must be given to the District by March 31 in the year the teacher is retiring.
7. The Board may at its discretion hire an individual under a 110/140 or Critical Shortage contract under circumstances where the hiring or retention of such individual serves a transitional purpose in anticipation of, or in response to, the retirement of a current employee. Under such transitional circumstances the Board may hire such individual without the need to publicly post for the position. Following the expiration of the initial contract term with such transitional hire, the contract may not be renewed, nor the individual retained under such a contract, without the position being publicly posted and filled in compliance with Board Policies GCE/GCF and GCE/ GCF-R. The District will do everything in its power to notify teachers that their supplemental contracts will be renewed by April 15th of each year.

INSURANCE PROGRAMS

ARTICLE ELEVEN

A. Health Insurance

1. Payment of the employee's single premium (monies provided by the District and monies paid by the employee) will be a negotiated item between the Association and the School

District each year. Once that has been determined, the District's contribution will apply to all certified staff working at least half time, with the exception of employees working in a job-share situation (the health insurance benefit will be available to one (1) member of the job-share partnership).

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. The salary schedule will be negotiated as of July 1 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) to three (3) years of related experience will result in placement on Level A; four (4) to six (6) years of related experience will result in placement on Level B; seven (7) to nine (9) years of related experience will result in placement on Level C; ten (10) to fifteen (15) years of related experience will result

in placement on Level D. For sixteen (16) years and beyond of related experience, the maximum placement will be the midpoint of the respective lane range for lanes beyond B+15. This is a change for new employees as of July 1, 2023. There will not be retroactive pay for this change. 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 credits are a factor in setting teacher salary. Teachers new to Morgan County School District Re-3 will be able to use graduate-level credits for possible advancement on the salary schedule. Educational credits can also be used for renewing Colorado Department of Education licensure.
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 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 the teacher was frozen on step BA+30. The total years frozen at their current step, BA+30, will be divided by two (2) and then rounded to the next whole step in the following MA column.

DIFFERENTIATED PAY FOR HARD TO FILL POSITIONS

A. It is understood that some positions within the District are hard to fill. The determination of a hard to fill position will be made by the administration. An additional incentive may be granted in order to attract and/or retain educators to the District. Hard to fill positions receiving differentiated pay will be communicated to the Association by the District. Differentiated pay will be used with restraint as all teaching positions are becoming harder to fill. Having many positions with differentiated pay works towards a merit pay system which can negatively impact teacher morale.

   Differentiated Positions with compensation:

   - Special Education Teachers - $3,000/year
   - Speech Language Pathology Assistant - $3,000/year
   - Speech Therapists Language Pathologists - $5,500/year
   - Psychologists - $5,500/year

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. Horizontal advancement will still take place in the event that vertical steps are not being granted throughout the District.
2. The course must be a graduate-level course approved for graduate credit. Transcripts and an application for approval of credit for salary advancement are due into the Human Resources Department by September 1 for educational increments salary adjustments.
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 Association 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. 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 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 RIF (Reduction In Force) 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.
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:
    1. 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 (3) 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 non-probationary 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 (3) 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'd teachers shall have the right to pursue a mutual consent placement in the District. Any RIF'd 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'd 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 (12) months or two (2) 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 or designee.
   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 within the District can apply as an internal employee through the District's Career Site.
   4. Any teacher who has applied for and been denied a transfer shall, 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 Morgan County 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 (8) and Nine (9) 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 remainder of his/her short-term disability.
C. Teachers on STD leave may, at their discretion, elect to use forty percent (40%) of an accumulated Leave 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 (8).
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 thousand dollars ($1,000).
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 workers' compensation until the teacher is able to return to their teaching position.
D. Provisions of this Article shall refer to assaults by parents, students, staff 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 (Elementary and Secondary Education 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

THE PROVISIONS OF THEIS AGREEMENT EXCEPT AS OTHERWISE PROVIDED HEREIN SHALL BE EFFECTIVE THE FIRST DAY OF JULY 2021 AND SHALL REMAIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH THE THIRTIETH DAY OF JUNE 2024.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS SIXTEENTH DAY OF AUGUST 2021.

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 August 16, 2021, at a meeting called and conducted in accordance with law.

MORGAN COUNTY SCHOOL DISTRICT RE-3

By _____
School Board President

ATTEST:

By _____
School Board Secretary

Revised to reflect the changes in the Memo of Understanding dated May 15, 2023.

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 August 16, 2021.

FORT MORGAN EDUCATION ASSOCIATION

By _____
FMEA President

ATTEST:

By _____
FMEA Secretary

Morgan County School District Re-3

District Support Center
715 West Platte Avenue
Fort Morgan, Colorado 80701

To: Board of Education

From: Rob Sanders, Superintendent

Subject: Memorandum of Understanding – FMEA Negotiations

Date: May 15, 2023

The Fort Morgan Education Association (FMEA) and the MCSD Re-3, agree to the following:

1. The District and FMEA agree on a new salary schedule with a starting salary (BA-A) of $48,000.
2. Steps will be given on the new schedule and extra duty stipends. The Extra Duty Stipend Schedule will be frozen for one year at the '22-'23 level and then will be allowed to catch up in the '24-'25 school year.
3. Educational lane changes will be awarded to those who turn in transcripts and Salary Advancement Requests by the September 1st deadline.
4. Staff in Frozen cells on the '22-'23 salary schedule will receive a $600 one time stipend.
5. Certified staff members who qualify for the District-provided health insurance will receive the District contribution into their personal Health Savings Account (HSA) for $750 or Health Reimbursement Arrangement (HRA) for $1,000, depending on the plan. Those staff electing the cost-sharing plan PPO3 are provided $750 that is reflected in a reduction to their health premiums. Certified staff waiving coverage will be afforded the same HRA of $1,000.
6. The District will pay the full individual premium for the high-deductible and PPO6 plans ($805.00/month). The District will make the same contribution ($805.00/month) to the individual PPO3 plan. The employee contribution for single vision and dental (for those who choose such coverage) will remain a 50/50 split cost between the District and employee.
7. The District will continue to pay the full premium for the $20,000 group life coverage and the Employee Assistance Program.
8. Certified staff members who qualify for a longevity bonus as outlined below, will receive said bonus in the September 2023 payroll. Years of service are calculated as of August 31, 2023. Years of service are calculated using the **latest hire date** to the district. Breaks in service to the district will not be counted.
9. Major changes to the Master Agreement include the following:
   - Sick Leave and Discretionary Leave are now just Leave.
   - Leave has been increased from 82.5 hours to 85 hours
   - Critical shortage positions will be posted each year
   - Pregnancies will be recognized by the sick bank
10. Other Agreement changes in wording (not substantially changing the Agreement) have been approved by both parties.

President – FMEA

5/10/23
Date

President – BOE, MCSDRE-3

5/15/23
Date

APPENDIX A - CERTIFIED SALARY SCHEDULE – JULY 1, 2021 THROUGH JUNE 30, 2022

CERTIFIED SALARY SCHEDULE
2021-2022 SCHOOL YEAR

	BA	BA+15	BA+30	MA	MA+15	MA+30	Ed.S	
A	$ 37,500	$ 38,500	$ 39,500	$ 40,500	$ 41,500	$ 42,500	$ 43,500	A
B	$ 38,340	$ 39,340	$ 40,340	$ 41,340	$ 42,340	$ 43,340	$ 44,340	B
C	$ 39,180	$ 40,180	$ 41,180	$ 42,180	$ 43,180	$ 44,180	$ 45,180	C
D	$ 40,020	$ 41,020	$ 42,020	$ 43,020	$ 44,020	$ 45,020	$ 46,020	D
E	$ 40,860	$ 41,860	$ 42,860	$ 43,860	$ 44,860	$ 45,860	$ 46,860	E
F	$ 41,700	$ 42,700	$ 43,700	$ 44,700	$ 45,700	$ 46,700	$ 47,700	F
G	$ 42,540	$ 43,540	$ 44,540	$ 45,540	$ 46,540	$ 47,540	$ 48,540	G
H	$ 43,380	$ 44,380	$ 45,380	$ 46,380	$ 47,380	$ 48,380	$ 49,380	H
I	$ 44,220	$ 45,220	$ 46,220	$ 47,220	$ 48,220	$ 49,220	$ 50,220	I
J	$ 45,060	$ 46,060	$ 47,060	$ 48,060	$ 49,060	$ 50,060	$ 51,060	J
K		$ 46,900	$ 47,900	$ 48,900	$ 49,900	$ 50,900	$ 51,900	K
L		$ 47,740	$ 48,740	$ 49,740	$ 50,740	$ 51,740	$ 52,740	L
M		$ 48,580	$ 49,580	$ 50,580	$ 51,580	$ 52,580	$ 53,580	M
N			$ 50,420	$ 51,420	$ 52,420	$ 53,420	$ 54,420	N
O			$ 51,260	$ 52,260	$ 53,260	$ 54,260	$ 55,260	O
P			$ 52,100	$ 53,100	$ 54,100	$ 55,100	$ 56,100	P
Q				$ 53,940	$ 54,940	$ 55,940	$ 56,940	Q
R				$ 54,780	$ 55,780	$ 56,780	$ 57,780	R
S				$ 55,620	$ 56,620	$ 57,620	$ 58,620	S
T					$ 57,460	$ 58,460	$ 59,460	T
U					$ 58,300	$ 59,300	$ 60,300	U
V					$ 59,140	$ 60,140	$ 61,140	V
W					$ 59,980	$ 60,980	$ 61,980	W
X						$ 61,820	$ 62,820	X
Y						$ 62,660	$ 63,660	Y
Z						$ 63,500	$ 64,500	Z

STIPEND SALARY SCHEDULE – JULY 1, 2021 THROUGH JUNE 30, 2022

STEP	LVL ONE	LVL TWO	LVL THREE	LVL FOUR	LVL FIVE	LVL SIX	LVL SEVEN	LVL EIGHT	LVL NINE	LVL TEN	OTHER
	13.00%	12.00%	9.40%	7.50%	5.60%	5.20%	3.80%	3.30%	1.90%	1.40%	AP/CONCUR
1	$4,875.00	$4,500.00	$3,525.00	$2,812.50	$2,100.00	$1,950.00	$1,425.00	$1,237.50	$712.50	$525.00	AP-$300/SEM
2	$5118.75	$4,725.00	$3,701.25	$2,953.13	$2,205.00	$2,047.50	$1,496.25	$1,299.38	$748.13	$551.25	CON-$500/SEM
3	$5,362.50	$4,950.00	$3,877.50	$3,093.75	$2,310.00	$2,145.00	$1,567.50	$1,361.25	$783.75	$577.50	
4	$5,606.25	$5,175.00	$4,053.75	$3,234.38	$2,415.00	$2,242.50	$1,638.75	$1,423.13	$819.38	$603.75	
5	$5,850.00	$5,400.00	$4,230.00	$3,375.00	$2,520.00	$2,340.00	$1,710.00	$1,485.00	$855.00	$630.00	

APPENDIX B – EXTRA DUTY

Level One	Level Two	Level Three
HS Head Basketball HS Head Football	HS Head Baseball HS Head Soccer HS Head Softball HS Head Track HS Head Cross Country HS Head Volleyball HS Head Wrestling	HS JV Basketball Coach HS Assistant Basketball HS Assistant Football HS Band HS Orchestra HS Vocal MS Activities Director
Level Four	**Level Five**	**Level Six**
HS Assistant Baseball HS Assistant Soccer HS Assistant Softball HS Assistant Track HS Assistant Wrestling HS Head C Teams HS Assistant Cross Country HS Head Golf HS Head Gymnastics HS Head Tennis	HS Assistant C Teams HS Assistant Golf HS Assistant Gymnastics HS Assistant Tennis HS Head Cheer Coach HS Drill (Dance) Team MS Head Coach	HS Assistant Cheer Coach HS Drama MS Assistant Coach Musical (Instrumental) Musical (Vocal) Musical (Drama)
Level Seven	**Level Eight**	**Level Nine**
DECA FBLA / FBLA Assistant FCCLA FFA HS A/V HS Close-up HS Forensics HS Knowledge Bowl HS LULAC HS Newspaper HS Student Council HS Weight Trainer HS Writing Lab HS Yearbook International Club Intramural Sponsors Music Coordinator River Watch TSA Capstone Athletic Game Manager	Baker Special Choir Elem Orchestra A MS AV/Technology MS After-School Supervisor MS Band MS Drama MS Fitness MS Lunch Bunch Supervisor MS Orchestra MS Outdoor Ed MS Playground Monitor MS Science Fair MS Student Council MS Vocal MS Weight Trainer MS Yearbook	Elem Orchestra B HS Spirit Club International Club Assistant STEM and Coach
		Level Ten
		Elem Stipend – 3 per building HS Department Head HS Stage MS Department Head
		Other
		AP Teacher - $300 per semester Concurrent Enrollment Teacher - $500 per semester

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

Years	Amount
1	Base Amount
2	105% of Base Amount
3	110% of Base Amount
4	115% of Base Amount
5	120% of Base Amount

APPENDIX C – FACTORS TO DETERMINE PLACEMENT

In-District Experience
Same Sport – Activity – Same Level

High School Grades (10, 11, 12) 1 Level for 1 year of experience
- From assistant coach to head coach – 1 level for 2 years of experience
- From head coach to assistant coach – 1 level for 1 year of experience
- From 9th head coach to high school assistant coach – 1 for 1
- From 9th head coach to high school head coach – 1 for 2
- From 9th assistant coach to high school assistant coach – 1 for 2
- From 9th assistant coach to high school head coach – 1 for 3
- From 7th and 8th to 9th assistant coach – 1 for 2
- From 7th and 8th to 9th head coach – 1 for 2
- From 7th and 8th to high school assistant coach – 1 for 2
- From 7th and 8th to high school head coach – 1 for 3

Any coach moving from head coach to assistant coach or high school coach to middle school coach – 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 D – POLICY GCM

A. PROFESSIONAL STAFF WORKLOAD

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.