An

# AGREEMENT

Between

# Johnstown Milliken Education Association

# And

# Weld County School District RE-5J

August 7, 2021 – August 2022

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## Preamble

The Board of Education of Re-5J and the Johnstown-Milliken Education Association do hereby agree that the welfare of the children of this district is paramount to the success of the schools and will be promoted by both parties.

We believe that shared responsibilities in policy development are a professional concept. Teachers and the Board share responsibility for providing education of the highest possible quality for the pupils of the school district and both parties recognize that teachers have the major role in direct contact with the pupils.

We recognize that the best interest of public education will be served by established procedures to promote a method for the Board of Education and representatives of the Johnstown-Milliken Education Association to discuss matters of mutual concern, and to appeal through professional and educational channels in case of disagreement.

Therefore, this agreement is made and entered into the 22<sup>nd</sup> day of May 2021, by and between the Board of Education of Weld County School District RE-5J and the Johnstown-Milliken Education Association, and shall remain in effect throughout the 2021-2022 school year. (Reference Article III)

# **Guiding Principles**

- A. The Board is the elected representative of the people and under law has the final responsibility for establishing school policy.
- B. The Superintendent and his staff have the responsibility of carrying out the policies established.
- C. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.
- D. Attainment of the goals of the educational program conducted in the District requires mutual understanding, cooperation and good faith among the Board, the Superintendent and his staff, the professional staff, non-certified personnel and citizens of Re-5J. A free and open exchange of views is desirable and necessary.
- E. It is recognized that teaching requires the possession of specialized educational qualifications and that the success of the educational program of the school depends to a great extent upon the willing services of well-qualified teachers who are reasonably well satisfied with the conditions under which their services are rendered.
- F. The Board and the Association recognize the code of ethics of the education profession as defining acceptable criteria of professional behavior. Breaches of discipline or of the code of ethics shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher under the code of ethics.
  - 1. The J.M.E.A. Negotiation Team through the Executive Board has submitted to the Board a written plan dealing with potential breaches of discipline and code of ethics. That code of ethics shall become an addendum of this agreement.
- G. Membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status or national origin.
- H. Both the Board and the Association agree with the basic premise that both parties involved in negotiations shall strive for agreement, and agree to accept in good faith decisions reached in the process of negotiations.
- I. No strike, sanction or action impairing the teacher's classroom performance shall be taken by the Association during the life of this agreement.
- J. No action derogatory to the Association or its members shall be taken by the Board or any of its agents, group or individual disciplinary action, relative to the dispute in question, during the life of this agreement.

# Article I

- A. **ASSOCIATION** shall mean the Johnstown-Milliken Education Association, to include authorized officers, representatives and agents.
- B. **ASSOCIATION REPRESENTATIVE** shall mean any association officer or building representative or another person appointed or approved by the Association to act on its behalf including state or national representatives.
- C. BOARD shall mean the Board of Education, Weld County School District Re-5J.
- D. **BUILDING REPRESENTATIVE** shall mean the Association's elected or appointed representative at any school.
- E. DAY shall mean school day, unless otherwise specified.
- F. **DISTRICT** shall mean Weld County School District Re-5J, Weld County, Colorado.
- G. **PARTIES** shall mean the Board and Association as participants in this agreement.
- H. **PRINCIPAL** shall mean a building administrator or assistant.
- I. **SCHOOL** shall mean a school building, grounds, or any work location or office to which a teacher is assigned permanently or temporarily.
- J. **SUPERINTENDENT** shall mean the Superintendent of Schools, Weld County School District Re-5J.
- K. CHIEF ACADEMIC OFFICER shall mean the Chief Academic Officer, Weld County School District Re-5J.
- L. **TEACHERS** shall mean all half-time and/or more certified teachers, librarians, and counselors.

## Article II RECOGNITION

- A. For the purposes of negotiations in good faith with respect to welfare provisions, teaching conditions, salaries, benefits, and all other matters of mutual concern; the Board hereby recognizes the Association as the exclusive and sole negotiating agent for all certificated personnel of the District EXCEPT:
  - 1. Nurses
  - 2. Secretarial and clerical employees
  - 3. Custodial and maintenance employees
  - 4. Cafeteria employees
  - 5. Bus drivers
  - 6. Principals/Assistant Principals
  - 7. Superintendent/Chief Academic Officer
- B. The Board's recognition shall be granted each year upon receipt of evidence indicating fiftyone (51%) percent of the certified staff belong to the Association. The Association shall include a current membership roster, by September 12, with its first negotiations proposal to the Board annually.
- C. Upon receipt of a petition requesting withdrawal of recognition, properly signed by at least thirty (30%) percent of the certified personnel, the Board will call a secret ballot election within thirty (30) days to determine whether recognition shall be withdrawn. Election rules will be determined jointly by the Board and the recognized organization.
- D. If a majority of those voting favor withdrawal of recognition, a second secret ballot election will be held within ten (10) days to determine which organization will be recognized.
- E. Any organization meeting the above requirement and submitting to the Board a sworn statement or verified membership list showing that it has a membership of at least forty (40%) percent of those in the negotiation unit will be included on the ballot.
- F. The organization receiving a plurality of votes cast will be recognized.

### Article III <u>NEGOTIATION PROCEDURE</u>

#### A. TIMELINE AND PROCESS

- 1. Not later than **February 1** of the year prior to the expiration year of this agreement the Board agrees to schedule meetings to begin the negotiations process negotiate with the Association over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement on all matters concerning teacher's wages, hours, benefits, and other conditions of employment. Any agreement so negotiated will be adopted as formal Board policy and will be reduced to writing and signed by the Board and the Association.
- 2. The IBB (Interest Based Bargaining) process will be utilized using mutually agreed upon facilitator(s). The negotiating team shall be comprised of a maximum of five (5) members of the Board of Education, five (5) representatives from the Association, the Superintendent, the Chief Academic Officer, Human Resources Director and a CEA designee. Additional resource personnel, i.e. Principals or area specialists, may be called into the negotiations as deemed appropriate and/or necessary by consensus of the negotiating team. Additional members may participate in regular negotiations meetings for training purposes. The team may also utilize the service of a trained facilitator(s) upon consensus.
  - a. During the negotiations, the district and the association shall identify up to 3 items, problems and/or concerns for discussion, with the intent of reaching consensus on desirable and acceptable resolution.
  - b. Compensation will be negotiated yearly.
  - c. Elementary class size for grades 4 and 5 (Article VIII.B.) will be revisited when financial considerations allow.
  - d. The Superintendent and Chief Financial Officer of the district will meet with the JMEA negotiations chairpersons following the October student count. The meeting will be held to discuss funding changes based on the final student count. The meeting will occur on the final day of the data submission to the state as determined by the Colorado Department of Education.
- 3. Tentative agreements reached as a result of this negotiation procedure are first subject to ratification by the Association within fifteen (15) days. Following the ratification by the Association, the tentative agreements shall be subject to ratification by the Board at an official meeting which shall take place within fifteen (15) days of the date the Association ratifies. After ratification by both parties, the chief officers of the Board and the Association shall sign the ratified agreement.
- 4. If negotiations described in this section "a" have reached an impasse, the issues in dispute shall be resolved by a mutually agreeable method or will be submitted to a mediator. However, prior to initiating said method for mediation, the Board and Association shall come together for one last session to attempt to resolve issues in dispute. Should the

parties be unsuccessful in this attempt, the mutually agreeable method or mediation shall proceed. A mediator will be selected in the following manner:

- a. A list will be made of all items agreed upon and both negotiation teams will sign it.
- b. A second list will be made of all items upon which agreement cannot be made by the negotiation teams. Each team will show the last position taken by each negotiation team, which should thereby clarify the difference between the parties. This list will be signed by both negotiation teams to verify the accuracy of the statements made.
- c. Either the Board or the Association may request that a mediator be selected to assist in resolving the persistent disagreements that remain between the parties. This mediator will be selected within ten (10) days after the mutually agreed impasse, unless both parties agree to a later date, by requesting a mediator from the Federal Mediation and Conciliation Service.
- 5. The mediator will have authority to hold hearings and confer with any parties deemed advisable in seeking to effect a recommendation to the Board and the Association.
- 6. All hearings by the mediator shall be in closed session and no news releases shall be made concerning progress of the hearing.
- 7. Whatever conclusions arrived at by the mediator, and forthcoming recommendations made, can only be advisory to the Board and the Association.
- 8. If outside the timelines defined in 1 or 2 of this Article, the Board should find it necessary to change policy which affects wages, hours, benefits or any other conditions of employment, and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such a change with the Board, provided that it files such a request with the Board within fifteen (15) days after such a notice has been received.
- Any agreement reached between the Board and the Association will be reduced to writing, will be signed by the Board and the Association and will be reflected in the Master Agreement or Board Policy.
- 10. The Board agrees not to negotiate with any individual teacher or teacher's organization other than that designated as the exclusive bargaining agent. The Board further agrees not to negotiate with any teacher's organization other than the Association in regard to changes in wages, hours, benefits, or other conditions of employment during the life of this Agreement.
- 11. Costs, and expenses, which may be incurred in securing and utilizing the mutual services of any individual or mediator, shall be shared.
- 12. The district will provide to the Association President(s) a list of staff with their hire dates after the official October Count is completed.
- 13. Board Policy GCQA "Instructional Staff Reduction in Force" and the accompanying regulation GCQA-R can be found in section G "Personnel" in the District Board Policy Manual.

## Article IV TEACHER EVALUATION AND APPEALS PROCESS

#### A. Process for Nonprobationary Teacher to Appeal a Second Consecutive Performance Evaluation Rating of Ineffective or Partially Effective

The following requirements shall apply to the appeal process developed by the Weld Re-5 School District for a nonprobationary Teacher to appeal a **second** consecutive Performance Evaluation Rating of ineffective or partially effective. For purposes of the appeal process, a rating of ineffective and a rating partially effective carry the same consequence; a Teacher shall lose nonprobationary status after receiving two consecutive ratings of either ineffective or partially effective. The appeal process shall allow for a final determination of the appealing Teacher's Performance Evaluation Rating and a final determination of whether that Teacher retains nonprobationary status; it shall not serve the purpose of determining employment and/or termination.

Beginning with the 2015-16 academic school year, the Weld Re-5J School District shall ensure that a nonprobationary Teacher who objects to a second consecutive Performance Evaluation Rating of ineffective or partially effective has an opportunity to appeal that rating.

The appeal process shall adhere to the following principles:

- a. the appeal process shall be appropriate to the size and location of the School District;
- b. the appeal process shall be fair and clearly communicated to Teachers, evaluators, Principals, and, where appropriate, students and parents of students;
- c. the appeal process shall be a component of a larger system designed to increase the number of educators able to be successful rather than provide excuses for failure;
- d. the appeal process shall be clearly connected to the School District's educator evaluation process; and
- e. the appeal process shall be constructed to produce appeals decisions in a timely and decisive manner.

The appeal process shall be developed, where applicable, through collective bargaining.

The appeal process shall be voluntary for a Teacher, and initiated only if he or she chooses to file an appeal. At a minimum, the appeal process provided shall allow the nonprobationary Teacher to appeal the rating of ineffectiveness to the superintendent of the School District and shall place the burden upon the nonprobationary Teacher to demonstrate that a rating of effective was appropriate.

The appeal process shall begin on the date that a Teacher receives his or her second consecutive Performance Evaluation Rating of ineffective or partially effective and shall conclude no more than forty-five (45) calendar days after he or she receives the Performance Evaluation Rating. A Teacher shall file an appeal within fifteen (15) calendar days after receiving his or her rating. These time requirements may be waived, by mutual agreement of both the Teacher and the School District.

A Teacher is permitted only one appeal for the second consecutive Performance Evaluation Rating of ineffective or partially effective. A Teacher filing an appeal shall include all grounds for the appeal within a single written document. Any grounds not raised at the time the written appeal is filed shall be deemed waived.

The grounds for an appeal shall be limited to the following:

- a. The evaluator did not follow evaluation procedures that adhere to the requirements of statute and rule and that failure had a material impact on the final Performance Evaluation Rating that was assigned (e.g., an observation was never completed or feedback was never shared with the Teacher); and/or
- b. The data relied upon was inaccurately attributed to the Teacher (e.g., data included in the evaluation was from students for whom the Teacher was not responsible).

Any documents and/or proceedings related to the appeal process shall be confidential.

#### **B. Review Panel and Process**

The Colorado Department Education has included in the State Model System a model appeal process for a nonprobationary Teacher to appeal a second consecutive Performance Evaluation Rating of ineffective or partially effective. The Weld Re-5J School District has adopted the State Model System and has agreed to use the model appeal process that incorporates the use of a review panel which shall include the following components:

- a. The review panel shall serve in an advisory capacity to the superintendent. The superintendent shall be the final decision-making authority in determining the Teacher's final Performance Evaluation Rating.
- b. The review panel shall be comprised of members that were not directly involved in the evaluation process for the appealing Teacher, employed at the appealing Teacher's school, nor related to the appealing Teacher. The superintendent will not be a member of the review panel.
- c. All panelists appointed by the district and association (administrators and teachers) shall be trained regarding the evaluation and appeal procedure. The panel shall be comprised of three teachers and three administrators. The association will select the teachers to serve on the panel.
- d. The appealing Teacher shall be given the opportunity to address and provide evidence to the review panel in person or in writing. The review panel shall review any written information provided by the appealing Teacher prior to meeting to render a recommendation.
- e. The review panel may invite the Teacher or Teacher's Principal to present in person or in writing where clarification is necessary; however, the Teacher and Principal shall have the right of refusal without prejudice.
- f. In the model process, in order to overturn a rating of ineffective or partially effective, the panel must unanimously find that the rating of ineffective or partially effective was inaccurate, with the potential for submission of a majority opinion to the superintendent if the panel is not able to reach unanimous consent.

g. The superintendent shall be the final decision-making authority in determining a Teacher's final Performance Evaluation Rating and whether a nonprobationary Teacher shall lose his or her nonprobationary status. The superintendent shall provide a written rationale for his or her final determination.

If the superintendent determines that a rating of ineffective or partially effective was not accurate but there is not sufficient information to assign a rating of effective, the Teacher shall receive a "no score" and shall not lose his or her nonprobationary status. However, if in the following academic school year that Teacher receives a final Performance Evaluation Rating of ineffective or partially effective, this rating shall have the consequence of a second consecutive ineffective rating and the Teacher shall be subject to loss of nonprobationary status.

The appeal process shall be the final determination in regard to the final Performance Evaluation Rating and loss or retention of nonprobationary status.

# Article V

#### A. LEAVE PHILOSOPHY

- 1. The Association and the District recognize the value of consistent teacher attendance to maximize teacher-pupil contact time.
- 2. Leave days are benefits provided in the event an employee needs to be absent from his/her job. The Association and the District view leave days as an insurance policy to be accumulated until needed as defined by policy.

#### **B. ASSOCIATION LEAVE**

1. The Association shall be annually granted ten (10) days to be used for Association activities. For the first four (4) days of Association leave, the substitute teacher's salary will be paid by the District. For the remaining six (6) days, JMEA will reimburse the District for the substitute teacher's salary. Use of any Association days shall require the approval of the Association President or his/her designee. Individuals using Association leave shall provide their Building Principal with at least forty-eight (48) hours advance notice of the leave. Association leave may be used in one-half day or whole day blocks of time, and use of Association leave shall be dependent upon the availability of substitute teachers.

#### C. BEREAVEMENT LEAVE

- 1. Teachers shall be allowed five (5) days of bereavement leave per occurrence with pay, for the death of a spouse/significant other or any one of the following immediate family members of the teacher: mother, father, brothers, sisters, children, grandparents, immediate step-family, grandchildren, a person significant to the employee or miscarriage.
- Teachers shall be allowed three (3) days bereavement leave per occurrence with pay for extended family. If extenuating circumstances should occur, an additional two (2) days will be granted from the sick leave bank.
- 3. Should additional days be needed, teachers may use their leave days.
- 4. Bereavement leave is non-accumulative.

#### D. CHILDCARE LEAVE

1. Childcare leave of absence without pay shall be available to any full-time teacher who has a dependent child under that teacher's legal care. Childcare leave is defined as that time when a Father/Mother is physically capable of performing his/her job responsibilities, yet he/she voluntarily elects to miss work to be with his/her child. This leave, of over one-third of a school year, will be without benefit of increment on the salary schedule. Probationary status will be determined as specified by State law or by same method as salary increment above, if the law does not apply. A maximum leave time of one (1) year may be granted. Leave within the last five (5) weeks of the school year will be discouraged. A teacher on childcare leave shall notify the Superintendent in writing by March 1 if he/she does not plan

to return to a position at the opening of a new school year. Notification of resignation shall be given at least sixty (60) days before the expiration date of the leave if he/she is scheduled to return to a position during the school year. At the end of the leave, the teacher will be guaranteed a position in the District.

2. Any childcare leave shall in no way affect the powers or duties of the Board of Education including, but not limited to, the non-renewal of a contract for a teacher. Consideration will be given by the Board of Education on an individual application basis.

#### E. LEAVE ASSISTANCE PROGRAM

- The Leave Assistance Program is established to allow employees to donate leave days to other employees of the District for parental leave as defined in Article V.M.1. of this agreement, illness or death of a member of the immediate family as defined in Article V.C.1. of this agreement, or when an employee is unable to perform their duties as prescribed by a medical doctor. This program will not operate under the concept of a "bank", but rather from an "as needed" basis. Annual and Sick leave days must be contributed before accrued leave days are accessed.
- 2. The Leave Assistance Program will operate under the following conditions:
  - a. Forms to request donated days will be available from the Association and/or the district administration office. Prior to receiving donated days, employees need to provide a physician's statement or other documentation to support the nature of the leave request, the dates, and verification that the leave was necessary.
  - b. Employee donation forms will be available from the Association.
  - c. Employees will be limited to a donation of no more than two (2) days per year and will lose whatever reimbursement for those days they might otherwise have received by not using them, i.e.
  - d. Donation of accrued leave over 80 will result in the loss of the bonus (see J.4.).
  - e. Donated days will be granted only when an employee has used all of their annual, sick and accrued leave.
  - f. Notification of donated days granted shall be indicated on the form and returned by the Superintendent within five (5) calendar days.
  - g. Donated days will be used in order of receipt and distributed in the order in which they were requested. If donated days are not utilized within the current school year, they will be returned to the donor(s) in the inverse order in which they were received. Original paperwork (forms) will be returned to the affected donor(s).
- 3. An individual who meets the requirements stated above can use a total of no more than thirty (30) days per school year.

## Requests for leave assistance does not insure donation of days. Days utilized, but not donated, will be docked.

#### F. JURY DUTY AND WITNESS LEAVE

 Leave with pay shall be granted to any teacher summoned for jury duty and/or subpoenaed as a witness to appear at a legal proceeding in connection with the teacher's performance of duties as an employee of the District. The teacher shall remit to the District any jury or witness fees received except those paid for the first day per occurrence and any mileage allowances.

#### G. ANNUAL LEAVE

- Annual leave is defined as leave available to teachers to use at their professional discretion. Annual leave may be used for illness if all sick leave has been exhausted. Four (4) days of annual leave will be allowed each teacher each school year. A forty-eight (48) hour advanced written notification is required. Annual leave may not be used on in-service or workdays unless the staff member has received prior approval from the building principal.
- 2. Employees who do not complete an entire academic year due to resignation, unpaid leave, or other termination will have their annual leave balances reduced at a rate of one-half (1/2) day per month not worked during the academic year. Month is defined as all scheduled working days during any calendar month. For a regular part-time teacher or for a teacher beginning work at any time other than the beginning of the normal work year, the annual leave enticement shall be directly proportional to the length of the workday and year, respectively.
- 3. When weather conditions or any other hazardous conditions constitute a danger sufficient to require closing of schools, the following procedure shall be in effect:
  - a. If the conditions exist prior to the normal school opening time and school is officially cancelled prior to the regularly scheduled days beginning, those teachers who were to be on annual leave on such days shall not have annual leave days assessed against their leave accounts.
  - b. If the conditions require closing during the school day, those teachers who are on annual leave shall be assessed the day against their leave.
- 4. At the end of each school year, unused annual leave days will be converted to accrued days.

#### H. SICK LEAVE

- 1. Sick leave is defined as leave available to teachers to be used for illness, disability, or death of the teacher's or spouse's immediate family (as defined in Article V.C.1. of this agreement).
- 2. Seven (7) sick days will be allowed each teacher each school year. In the event of emergency situations, up to two (2) sick leave days may be converted to annual days as approved by the principal.
- 3. Employees who do not complete an entire academic year due to resignation, unpaid leave, or other termination will have their sick leave balances reduced at a rate of one-half (1/2)

day per month not worked during the academic year. Month is defined as all scheduled working days during any calendar month. For a regular part-time teacher or for a teacher beginning work at any time other than the beginning of the normal work year, the annual leave enticement shall be directly proportional to the length of the workday and year, respectively.

4. At the end of each school year, unused sick days and annual days will be converted to accrued days, up to a maximum of ten (10) total days.

#### I. PERA SHORT-TERM DISABILITY LEAVE

- 1. An employee who is unable to perform the essential functions of their position with reasonable accommodation but who is not totally and permanently disabled from gainful employment may elect to use available leave, sick bank leave or an unpaid leave of absence, or they may apply for short-term disability through PERA.
- 2. An employee approved for short-term leave (STD) shall continue to be employed by the District during the term of their short-term disability.
- 3. Employees on STD leave may, at their discretion, elect to use 50% of an annual day, sick day, accrued day or sick leave bank day for each day during the term of the short-term disability, until such time as their accumulated leave is exhausted or they elect to discontinue use of such leave. The use of sick leave bank days in such instances shall be subject to the sick leave bank rules and guidelines.
- 4. According to the Family Medical Leave Act (FMLA) an employee returning from STD leave shall be assigned to the same position or position comparable to the one they left upon commencement of the STD leave.
- 5. Any employee 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 employee shall be placed in a retraining or rehabilitation program without the employee's expressed, written consent.

#### J. ACCRUED LEAVE

- 1. Unused annual and sick days, up to a maximum of ten (10) days, will be converted to accrued days at the end of each school year.
- Teachers may use their accrued leave days for illness, disability, or death of the teacher's or spouses immediate family. Immediate family as defined in Article V.C.1. of this agreement.
- 3. A teacher is limited to no more than eighty (80) accrued days at any time.
- 4. At the end of each school year, annual and sick leave days that cannot be converted to accrued days will be purchased by the District at a rate of \$50.00 per day. At the end of the current school year, only a maximum of eighty (80) days shall remain. Teachers who retire from this school District, and who file for PERA Retirement Benefits within thirty (30) days

of termination of employment with Re-5J, with no intervening employment shall be paid at a rate of \$75.00 per day, as an acknowledgment of their attendance.

5. A full one-day deduction will be made from the annual/sick leave allowance for an absence of more than one-half (1/2) day. A deduction of one-half (1/2) day will be made from the annual/sick leave allowance for an absence on one-half (1/2) day or less. Half-day is defined as either ending or beginning at the following times at each of the district schools:

Roosevelt High School	11:00 AM
Milliken Middle School	11:00 AM
Elementary Schools	11:55 AM

JMEA and the district agree to waive the hourly leave increment provision of the Colorado Healthy Families and Workplaces Act for the 2021-2022 school year and will revisit in Spring of 2022.

#### K. SABBATICAL LEAVE

1. Any teacher teaching in School District Re-5J for seven (7) consecutive years may apply for sabbatical leave with 50% of the previous year's salary to be paid during the sabbatical leave year. A two-year commitment will be required upon returning following the year leave. If for any reason the two (2) year commitment is not fulfilled, the teacher will pay back all monies collected during the sabbatical leave. No more than one (1) sabbatical leave will be granted for any one school year. In case of more than one application for sabbatical leave for the same year, a committee composed of the J.M.E.A. President, J.M.E.A. Vice-President, Superintendent, and Building Principal will decide who will be recommended for the leave. This committee's recommendation is final, and there shall be no appeal to their decision. This leave shall be granted for the sole purpose of pursuing a full-time education experience as reviewed and accepted by the aforementioned committee. Written requests for sabbatical leave must be submitted to the Superintendent no later than March 1 of the year prior to the requested leave year, and notification of acceptance or denial will be provided to the applicant no later than May 15 of the year prior to the requested leave year.

#### L. PREGNANCY LEAVE

- Leave for pregnancy purposes will be available to any employee who becomes pregnant. Such leave will be allowed during such period of the pregnancy and up to and including six (6) weeks immediately following the birth of the child or termination of the pregnancy. Such leave will include any breaks, holidays, or summer intermission that may fall within the six (6) weeks.
- 2. An employee who has taken pregnancy leave in accordance with this Article will be assured reassignment following the end of the period of time during which leave is necessary and granted. However, this stipulation in no way affects the powers or duties of the Board including, but not limited to, the dismissal of a non-probationary teacher or the non-renewal of a probationary teacher.
- 3. An employee who becomes pregnant will notify the Building Principal(s) and the Superintendent or his designee prior to the end of the second trimester by utilizing the

PREGNANCY LEAVE REQUEST form and subsequently will notify the above mentioned administrators in writing upon termination of the pregnancy.

#### M. PARENTAL LEAVE

 Leave may be used for the purpose of parental leave in the event any employee or employee's spouse gives birth to a child or shall 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.

#### N. LEAVE BANK

- 1. A sick leave bank shall be maintained within the District. The purpose of the Leave Bank is to provide a bank of sick leave days from which staff may draw in cases of extended absences due to illness or injury which renders the staff member incapable of working.
- 2. The bank was funded initially by a mandatory contribution from each employee of one (1) day from that employee's individual sick leave account, as well as a 100-day contribution from the school district.
- 3. The sick leave bank shall be administered by the Superintendent and the Association President(s).
- 4. For new employees, a mandatory contribution of one (1) day shall be made by them on the day on which their initial individual leave time is allotted to them. Leave days in the bank will carry over from year to year. The bank will contain a maximum of 500 days and a minimum of 250 days. Employees who leave the district, excluding staff who retire under PERA, shall contribute any remaining accrued days to the leave bank. At such time as the bank drops below 250 days, an additional contribution of one (1) day per employee shall be made to replenish the bank's days at the beginning of the school year
- 5. Persons who have used all of their leave entitlement shall be eligible to draw from the leave bank under the following condition:
  - a. Only when under a doctor's care.
  - b. For each first day granted from the leave bank per occurrence the employee shall be docked the current substitute pay.
  - c. For a recurring illness or a medical condition that requires periodic and consistent medical treatment of a severe disablement, Sick Leave Bank Days (in increments of half days) may be granted for all absences resulting from these conditions
  - d. Any individual who is absent as a result of a medically diagnosed catastrophic illness or injury may access the bank for up to and including sixty (60) additional days. Utilization of these days shall require the submission of a new Leave Bank Application to the bank.
- 6. An individual who meets the requirements stated above can use a total of no more than thirty (30) days per school year from the leave bank.

- 7. An individual may request days from the Leave Bank any time prior to but within thirty (30) calendar days after the individual returns to work. Applications submitted at a time outside these limits will not be considered by the Superintendent and Association President(s). The request must be submitted to the Superintendent office using the Leave Bank Application. The application can be located in the appendix of this agreement. Upon receipt of the application the Superintendent shall forward the request to the Association President(s). The Superintendent and Association President(s) shall meet, within ten (10) days to consider such request. Within five (5) days following said meeting, the applicant shall be notified, in writing, of the status of the request.
- 8. Any individual who has accessed the leave bank and resigns their position in the same contract year will be docked their daily rate of pay for each day used from the bank.
- Elective treatment or surgery is defined as a condition diagnosed by a Doctor that admission sometime in the future is acceptable for a condition causing minimal or no pain, dysfunction or disability and can be safely postponed until non-contract time. Such conditions shall not qualify for Leave Bank Days.
- 10. The District is liable only for the total number days in the leave bank.

#### **O. PROFESSIONAL LEAVE**

- During each year, buildings will be allocated one professional day for each full-time teacher and the equivalent percentage of a day for each part-time teacher to be used for professional development. These days will be placed in a general leave pool for each building. These days can be used by any member of the teaching staff of that building when the following conditions are met:
  - 1. One day per each mentor/mentee relationship can be used to supplement the growth of the mentee. Plans for the use of this day must be submitted to the Superintendent of Schools.
  - 2. Requests for professional leave will be submitted to the principal for approval. If the request for professional leave is denied, the teacher may resubmit the request in writing to the principal, including a plan to show how the days are being used to meet District or building goals. If denied a second time, the principal will provide written reasons to the teacher for denial.
  - 3. Unused professional days will not be carried over into a new school year.

#### P. INSTRUCTIONAL STAFF MILITARY LEAVE File:GCCAD

An employee who as a member of a reserve or national guard unit or any other branch of the military organized under state or federal law who is required to take annual active duty during the school year shall be granted military leave with a right of reinstatement in accordance with state and federal law.

The employee shall receive full salary and benefits during such leave up to a maximum of fifteen (15) calendar days annually. All remaining leave to fulfill the annual military obligation shall be unpaid leave.

An employee taking leave under this policy shall forward a copy of his/her military orders to the superintendent or designee.

Military leave of absence without pay shall be granted to any regular, full-time employee who enlists for military duty with any branch of the United States Armed Forces or who is called into active military service in time of war or other emergency declared by the proper authority of the state or United States. The employee shall be considered on a leave of absence during military service.

Upon completion of military service, the employee shall be reinstated in the same or a similar position of like seniority, status and pay if such is available at the same salary and benefits which he/she would have received if they had not taken leave, subject to the following conditions:

- 1. The position has not been abolished.
- 2. The employee is not physically or mentally disabled from performing the duties of the position.
- 3. The employee submits an honorable discharge or other form of release indicating that his/her military service was satisfactory.
- 4. The employee notifies the district of intent to return to work within the time period set out in law.

Upon reinstatement, the employee shall have the same rights with respect to vacation, sick leave and other benefits as if he/she actually had been employed during the time of such leave.

Date Adopted:	08/15/1994
Date Reviewed:	10/12/1998
Date Revised:	02/25/2008

LEGAL REFS.: 38 U.S.C. §2021 (Veterans Reemployment Rights Act) C.R.S. 28-3-601 et seq.

**HISTORIC NOTE 2007-2008:** By mutual agreement between the Weld County School District RE-5J Board of Education and the Johnstown Milliken Education Association, Policy GCCAD will only be changed when/if federal/state law mandates such a change. Military leave may not be brought by either party as a negotiations item until the school year of 2018-2019.

## Article VI <u>DUTY YEAR/DAY</u>

#### A. SCHOOL CALENDAR

- Building representatives including one (1) JMEA member and one (1) administrator from each school will be asked to serve on the district calendar committee. When appropriate the JMEA calendar committee representatives will survey their membership in December prior to winter break to receive input on next year's calendar. The committee shall be advisory in nature.
- 2. For the 2021-2022 school year there will be a maximum of one hundred eighty-seven (187) contract days. Teachers shall be in their assigned buildings for a minimum of seven (7) hours and fifty (50) minutes daily. Required daily schedules for teachers in each building will be set by the Building Principals, after consultation with staff, to best fit the needs of the building's students and staff. The schedule, once established, shall remain consistent throughout the year. Additionally, Building Principals may, at their discretion with forty-eight (48) hours advance notice, extend this time by an additional fifteen (15) minutes one day in each two (2) week period, or twice in any one calendar month. Parent-teacher evening conferences, as scheduled on the master calendar, will equate to one-half (½) day of work in the one hundred eighty-seven (187) day teacher contract. A maximum of the equivalent of four (4) half days will be granted.
- 3. Should any one hundred eighty-eight (188) day contract or greater number of days be established, compensation will be negotiated from the one hundred eighty-seven (187) day base.

#### B. LUNCH DUTY

1. The District will provide a minimum of twenty-five (25) minutes of duty-free lunch time daily for teachers, or will provide a free school lunch that day to those teachers on duty when twenty-five (25) minutes is not feasible. This lunch is provided for the sole use and benefit of the teachers involved.

#### C. WORKDAYS

 The District will provide the equivalent of a one-half (1/2) workday at the end of each quarter to be used at the discretion of each teacher. Lunch, during these one-half (1/2) workdays, shall be equally split between morning and afternoon. These half-days shall be a portion of the contract days. The District may wish to hold school, provide inservice, or use the other days as they desire.

#### D. TEACHER PLANNING TIME

 PreK-5 Level: Every teacher will receive a minimum of 300 minutes a week, with a minimum of 60 consecutive minutes per day, for the purpose of individual planning and preparation, with any variation to be approved between the principal and teacher. Teachers who agree to nonconsecutive plan time will be excused from before-school, lunch, and after-school duty, and no single plan period will be fewer than 30 minutes in length, during student/teacher contact time. Principals may, at their discretion with 48 hours advanced notice, conduct grade level meetings with teachers up to two times per month not to exceed 30 minutes in length during teacher plan time.

2. Secondary Level: Every teacher will receive a minimum of one regularly scheduled class period per day for the purpose of individual planning and preparation. Additional plan time will be provided on one district professional development day per quarter in the amount of four hours, for a total of 16 hours in the school calendar year. Any change in the current plan time will be brought back for negotiation in the spring prior to the change.

#### E. PROFESSIONAL DEVELOPMENT/INSERVICE DAYS

- Weld RE-5J School District will host required online professional development at the beginning of each school year. Every Weld RE-5J staff member will complete all online required trainings prior to first day of student contact. One half-day on the calendar will be designated for staff to complete the required trainings prior to the beginning of student contact. Any staff member that does not complete the training by the end of the designated training timeline will be given notice of any incompleted trainings. Staff will have no more than 3 days to complete the trainings after the notice is sent on any incomplete trainings.
- Any staff member that does not complete the trainings by first day of student contact will be placed on UNPAID administrative leave until all trainings are complete. Reasonable accommodations will be made for extenuating circumstances with approval from the Director of Human Resources.
- 3. Inservice days will be structured so that half of the day will be a formal learning session and the other half would be for collaboration and implementation of the formal topic. A maximum of two days may vary from this format unless mutually agreed upon or mandated by an outside authority.
- 4. The JMEA will ask one JMEA building representative to serve on the district professional development committee.

#### F. CLASS COVERAGE

- 1. Teachers should make every effort to call for a substitute by 6:30 am on days when they are absent.
- 2. If professional days are required and advance notice is given, teachers must call for a substitute at least five working days in advance of the scheduled day. If the request for a substitute is made after the five working day limit and the result is that no substitute teachers are available, the teacher's request for professional leave will be denied.
- The building administrator will be notified by the district Substitute Teacher Coordinator when there are no substitutes available to cover a teacher's absence. The building administrator will then coordinate coverage of the teacher's class, which may include using other staff members in the building.
- 4. Professional pay for teachers who cover another teacher's class during scheduled plan time will be \$25.00 per period.

- 5. Professional pay for teachers who receive another teacher's students in addition to their own will be \$12.50 per hour, not to exceed \$50.00 per day.
- 6. Teachers covering another teacher's class will be responsible for completing the EMPLOYEE CLASS COVERAGE PAYMENT FORM located in the Appendix.

#### G. ITINERANT TEACHERS

- 1. Teachers who are required to use their own automobiles and are assigned to more than one school per day will be reimbursed for all required travel, excluding commuter miles to and from work, following Board Policy DKC. Reimbursement will occur at the end of each semester.
- 2. Itinerant teachers will be guaranteed a minimum of one regularly scheduled class period per day for the purpose of individual planning and preparation and a minimum of 25 minutes of duty-free lunch time daily. Employees who must travel during the school day shall be given sufficient travel time, and travel time between buildings and set up and breakdown time associated with travel shall not be considered part of an itinerant teacher's planning or lunch time.
- 3. Expectations for all additional responsibilities performed by teachers in the itinerant teacher's assigned buildings, including but not limited to duties, supervision, conferences, open houses, and meetings, shall not exceed a prorated share of the typical responsibilities in each building.
- 4. Elementary itinerant teachers will be guaranteed a minimum of 60 consecutive minutes per day, with any variation to be approved between the principal and the teacher. Secondary itinerant teachers will be guaranteed a minimum of one regularly scheduled class period per day for the purpose of individual planning and preparation. All itinerant staff will receive a minimum of 25 minutes of duty-free lunch time daily. Employees who must travel during the school day shall be given sufficient travel time, and travel time between buildings and set up and breakdown time associated with travel shall not be considered part of an itinerant teacher's planning or lunch time.

#### H. INSTRUCTIONAL STAFF ASSIGNMENTS AND TRANSFERS

Board Policy GCKA "Instructional Staff Assignments and Transfers" and the accompanying regulation GCKA-R can be found in section G "Personnel" in the District Board Policy Manual.

## Article VII BENEFITS

#### A. HEALTH, DENTAL, AND LONG-TERM DISABILITY INSURANCE

- 1. The district agrees to pay the single individual's full premium for basic health and dental insurance. The District reserves the right to select the insurer as long as it pays the single individual premium.
- 2. The District agrees to pay the premium for long-term disability insurance for all teachers who do not qualify for P.E.R.A disability retirement. The District reserves the right to select the insurer as long as it pays the individual premium.
  - a. The District guarantees that a non-probationary teacher who has gone on longterm disability, and who then becomes able to return to his/her teaching position within three (3) years will be returned to his/her position or a comparable position in the District with no loss of experience credit on the salary schedule. However, no credit will be granted for the time the teacher was on disability leave.
- 3. In order to better understand and communicate information regarding health insurance to employees, one elementary and one secondary staff member from the JMEA will meet twice a year with the district and the chosen carrier for health, dental and life insurance.
- 4. A buy-up plan will be provided for the open enrollment period which provides an option for an employee to purchase enhanced coverage.
- 5. A hospitalization only plan will be offered to all employees so that those with full coverage outside of the district may have additional benefits without having two full coverage plans.

The District and the JMEA agree to discuss insurance options during the Spring of 2020 negotiations session.

#### **B. LIFE INSURANCE**

- 1. The District agrees to purchase a minimum of \$20,000 of term life insurance for each teacher.
- 2. The District reserves the right to select the insurer as long as it pays the single individual premium.

#### **C. VISION INSURANCE**

- 3. District teachers will be offered the opportunity to purchase vision insurance through the District program.
- 4. The employee will assume all costs associated with vision insurance.

## Article VIII <u>CLASSROOM SIZE</u>

- A. Elementary classes in grades K, 1, 2, and 3 that reach an enrollment average of a true twentysix (26) students or greater and maintain that enrollment for fifteen (15) consecutive school days, will receive an instructional aide for that grade level for the current school year only.
- B. Every effort will be made to keep elementary classes in grades 4 and 5 at a reasonable level of twenty-six (26) students. Before students are enrolled in a class of twenty-six (26), the teacher will be notified and a meeting with the principal will be held to review the class size and to find resolution through consensus agreement.
- C. Middle school and high school class sizes will be averaged across every teacher's schedule, with the *average* not to exceed twenty-eight (28) students. The average will be computed by dividing the total number of students enrolled with a teacher by the number of class sections taught by that teacher. (This language is based on a six (6) period day, with any single teacher's maximum student case load not exceeding 168 students, excepting choir and band courses.)
  - i. Every effort will be made to keep middle school and high school class sections at a reasonable level of twenty-eight (28) students. Before students are enrolled in a class of twenty-eight (28), the teacher will be notified and a meeting with department heads/team leaders, counselors, and administration will be held to review the class size and to find resolution through consensus agreement.
  - ii. This limit will not apply to all middle school and high school choir and band courses wherein higher class size is encouraged and growth shall be deemed favorable.

### Article IX <u>CURRICULUM REVISION PROCESS</u>

- A. Members who are employed for curriculum revision and related activities will be reimbursed at the prevailing pay for substitute teacher per eight (8) hour day. Payment for actual days will be prorated on an hourly basis.
- B. Upon teacher request, the district will provide a certificate of completion to be used for CDE renewal credit for participation in district-sponsored professional development activities. The teacher must complete the Professional Development Activities for Professional License Renewal Form, which must be signed by the supervisor of the professional development activity.
- C. Prior to the beginning of the school year, the Board of Education will notify JMEA in writing of the intended curricular review priorities for that school year. The parties acknowledge that any adoption of curricular materials will be predicated on the fiscal stability of the District. It is the intent of the parties to include for review all curricular and content areas. For curriculum development, adoption, and review procedures, refer to Board Policies IGA, IGD, and IGF.

### Article X <u>COMPENSATION</u>

#### A. ACADEMIC EXPERIENCE CREDIT

- 1. Year for year credit, as limited by education and years on the salary schedule, will be granted for placement on the Re-5J Salary Schedule, if that prior experience meets the following criteria:
  - a. To receive experience credit, a teacher must have gained that credit in a public/private school system while holding a valid teaching certificate/license.
  - b. Placement on the salary schedule, in accordance with education and years of service, will be at the cell that reflects the actual years of service and education up to a maximum placement of step letter I. \*see salary schedule.

#### B. EXTRA DUTY EXPERIENCE CREDIT

- 1. A maximum of five (5) years prior Coaching experience will be granted for placement on the Re-5J EXTRA DUTY SCHEDULE, if that prior experience meets the following criteria:
  - a. To receive EXTRA DUTY experience credit, a Coach must have gained that credit in a comparable position in a public system at the college/university level. Assistant Coach experience outside the District does not count for experience on the Head Coach column. Assistant Coach experience within the District will count for experience on the Head Coach column in the same sport.
  - b. To receive EXTRA DUTY experience credit, a Coach must have gained that experience within the past seven (7) years.
  - c. Prior experience outside the Re-5J School District for EXTRA DUTY assignments other than Coaching will not be granted on schedule placement.

#### C. REQUIREMENTS FOR ADVANCEMENT

- 1. In order to qualify for movement to the next salary column, the INTENTION TO CHANGE COLUMNS form must be submitted to the administration office on or before March 1<sup>st</sup> of the year the anticipated column change is to occur. The administration office will notify staff by email two weeks prior to the March 1<sup>st</sup> deadline. Credit for courses taken through the summer quarter/semester will be considered for salary changes beginning with the start of each contract year. Credit for courses taken through the fall quarter/semester will be considered for salary changes beginning with the start of the beginning of the contract year. Contracts for employees who submit INTENTION TO CHANGE COLUMNS will not be adjusted until the employee submits official transcripts showing completion of hours necessary to change columns, or until the employee notifies the administration office in writing that he/she will not be changing columns for that school year.
- 2. Vertical movement on the schedule will involve the movement of one vertical step each year of verified teaching experience, provided there is an additional step on the salary

schedule. At no time will an individual be allowed to progress more than one vertical step per contract year.

#### D. EXPERIENCE CREDIT FREEZE FOR NON-PERFORMANCE

- Any teacher who has been placed on the remediation sequence as defined in the Weld Re-5J certified personnel evaluation system for any or all of the current school year shall not be entitled to, nor receive, experience credit for that year on the Re-5J salary schedule. Denial of said experience credit shall be permanent, and the staff member shall not receive that credit at any time in the future regardless of evaluative sequence status or change. In addition, to guard against error, the following informal process will be put into place.
- Step 1 Within ten (10) days of receiving notice of being placed on a remediation plan with an accompanying salary freeze, a teacher may begin an appeals process by scheduling an informal meeting with the evaluator to discuss the process and/or the content of the performance evaluation. Other parties may be included in this meeting if there is reason to believe that they can bring clarity for solution.
- Step 2 Should resolution not be reached, the teacher may ask that content and procedural issues be reviewed in a joint meeting by the Superintendent and the President of JMEA. The teacher must request this review within five (5) days of the completion of the meeting described in Step 1 above.
- Step 3 If resolution is not reached at Step 2, a mutually agreed upon third party fact finder may, at the discretion of the teacher, be employed at the joint expense of the school district and the teacher. This fact finder will be charged with hearing the issues and submitting a written report to the President of JMEA and the Superintendent. The purposes for factfinding is to give each party an outside view of the issue in question. The report from the fact finder is not binding but should be a part of the data to bring resolution to the issue. Should the issue become part of a grievance procedure, the Board should receive the report as a non-binding piece of data to help in the decision making process.
- Step 4 Within five (5) days of the completion of Step 4, if resolution is still not reached and the teacher feels that there have been procedural errors, the teacher can enter into Step one of the formal grievance process as described in Board of Education Policy AR GBK.O.

#### E. UNPAID LEAVE

1. Teachers on unpaid leave may not be granted experience credit for the time on unpaid leave. To be granted one year of experience credit, a teacher must work a minimum of two-third (2/3) of the scheduled workdays in any one school year.

#### F. MENTORSHIP/INDUCTION PROGRAM

As prescribed by State law, the Weld County School District Re-5J will put into effect an induction program that includes a mentorship component. Teachers new to the District with a provisional license will be assigned a mentor. Teachers new to the District with a professional license may ask for a mentor. The assignment of a mentor will be based upon the following criteria in order:

- 1. A teacher at the same grade level or teaching in the same subject areas.
- 2. A teacher within the same building.
- 3. A teacher within the District.

The program would officially take one year to complete. The mentor must complete the induction book working with the new teacher. A minimum of twenty (20) hours must be completed during the school year. A maximum of five (5) hours could be performed within the regular workday with the remaining hours being performed outside of the time teachers are assigned to students. At the end of the school year both the mentor and the new teacher must complete the evaluation and time log, which then will be turned into the Building Principal for approval. Upon approval the mentor for a professionally licensed teacher would be compensated \$200.00 with the June payroll. Mentors working with professionally licensed teachers will be paid at the prevailing sub rate at no more than one (1) sub day with the June payroll.

## **Article XI**

	Weld County	School Distric	t RE-5J			
	2021-22 Certi	fied Salary So	chedule	Effective July	1, 2021	
				187 day school year		
	BA	BA+30	MA	MA+30	MA+60	
A	39,857	43,548	49,452	53,141	56,783	A
В	40,754	44,528	50,565	54,337	58,061	В
C	41,671	45,530	51,702	55,559	59,367	C
D	42,608	46,554	52,866	56,809	60,703	D
E	43,567	47,602	54,055	58,088	62,069	E
F	44,547	48,673	55,271	59,395	63,465	F
G	45,550	49,768	56,515	60,731	64,893	G
Н	46,574	50,888	57,787	62,097	66,353	н
L	47,622	52,033	59,087	63,495	67,846	
J	48,694	53,203	60,416	64,923	69,373	J
K	49,790	54,400	61,776	66,384	70,934	K
L	50,910	55,624	63,166	67,878	72,530	L
M	52,055	56,876	64,587	69,405	74,161	M
N		58,156	66,040	70,966	75,830	N
0		59,464	67,526	72,563	77,536	0
Ρ		60,802	69,045	74,196	79,281	Ρ
Q		62,170	70,599	75,865	81,065	Q
R		63,569	72,187	77,572	82,889	R
S		64,999	73,811	79,318	84,754	S
Т				81,102	86,661	Т
U				82,927	88,610	U
V				84,793	90,604	V
W				86,701	92,643	W

\* Hours on Schedule are Semester Hours

\* Steps do not necessarily equate to Years of Experience

\* Placement for new hires is based on level of education and years of experience not to exceed step letter I.

## **Article XII**

#### WELD COUNTY SCHOOL DISTRICT RE-5J 2021-22 Extra Duty Salary Schedule

Base	\$ 39,857.00	L	H		IV	V	VI
A		3,089	2,491	1,893	1,594	996	498
в		3,448	2,770	2,092	1,754	1,116	598
C		3,806	3,049	2,292	1,913	1,236	697
D		4,165	3,328	2,491	2,073	1,355	797
E		4,524	3,607	2,690	2,232	1,475	897
F		4,882	3,886	2,890	2,391	1,594	996
G		5.241	4,165	3,089	2,551	1,714	1.096
н		5,600	4.444	3,288	2,710	1,833	1,196
1		5,959	4,723	3,487	2,870	1,953	1,295
J		6,317	5.002	3.687	3.029	2,073	1,395
ĸ		6.676	5,281	3,886	3,189	2,192	1,495
L.		7.035	5,560	4.085	3.348	2,312	1,594
M		7.393	5.839	4,285	3,507	2,431	1.694
N		7,752	6,118	4,484	3.667	2,551	1,794
0		8,111	6,397	4,683	3,826	2,670	1,893
		High School				Middle School	
Column I	Head Coach, Music Director, Spirit Coach, District Wellness Coach, Dance Coach			Column III Column IV	Head Coach, Wellness Co-Leader Assistant Coach, FBLA		
Column II	Assistant Coach, Assistant Spirit Coach, Assistant Dance Coach, Game Manager			Column V	Yearbook, Music, Vocal, Drama, Film Festival, Wellness Team Member		
Column III	Drama, Student Council, Wellness Co-Leader, Vocal Director			Column VI	Brain Bowl, FCCLA, Spelling Bee, Student Council, NHS, FCA		
Column IV	Knowledge Bowl,				-		
	Marching Band, Percussion, Interact Club, Color						\$350
	Guard, TSA (Techr	A CONTRACTOR OF			Art leacher -	Sub pay for Art Show	
Concession Sponsor, Catering Program Sponsor Column V Asst. Knowledge Bowl, Wellness Team Member					Elementary School	N	
Column VI	NHS	Jowi, Weinless	Carri Member		Column VI	Music Director	
	Sponsor				o o la		
Freshman	\$150.00					District	
Sophomore	\$250.00				Column IV	G & T Coach	
Junior	\$350.00				Solution (A	U a l'Oudull	
Senior	\$250.00				E	ementary/Middle So	hool
Dept. Head	\$350.00				Column VI Odyssey of the Mind Coach		
Jept. neau	\$350.00				Column VI	ouyssey of the N	ind Coden

When a high school athletic team advances to the state tournament the head coach will be compensated at \$200 per week and the assistant coach will be compensated at \$100 per week.

## Article XIII Employee Protection

#### A. EMPLOYEE PROPERTY

- 1. The District will establish and maintain a fund of \$1,000 from which teachers can apply to for reimbursement of losses from theft or vandalism of the teacher's property. Damage to or theft from automobiles is specifically excluded.
- 2. Reimbursement can be requested for losses of \$25.00 up to the teacher's personal property insurance deductible up to a maximum of \$250.00.
- To be reimbursed for property loss, the teacher must complete the REIMBURSEMENT REQUEST FORM and attach copies of the teacher's insurance declaration sheet, police report in cases of theft and/or serious vandalism and/or principal's report when appropriate. The completed form and attachments shall be submitted to the district office within ten (10) days of the incident.
- 4. The fund is limited to \$1,000 per year. If more than \$1,000 in reimbursements is requested any one year, it shall be reimbursed on a first requested-first reimbursed basis until the \$1,000 is depleted. Total requests in excess of \$1,000 will not be reimbursed.

## Article XIV MAINTENANCE OF STANDARDS

- A. For the term of this contract, all terms and conditions of employment shall be maintained at not less than the highest minimum standards in effect within the Weld Re-5J District at the time this contract is signed.
  - 1. The parties recognize that any changes in such terms and conditions of employment are covered by the expressed provisions of this contract.

## Article XV DISCIPLINE FOR STAFF MEMBERS

- A. No staff member shall be disciplined without just cause. A staff member will be entitled to have two additional staff members of his or her choice in any meeting that may result in disciplinary action. One staff member will serve as a representative and one will serve as a notetaker. Only trained JMEA members can speak in a disciplinary meeting on behalf of the certified staff member. The administrator will inform the staff member of this right prior to the meeting and the building principal will provide a list, provided by JMEA of trained representatives, when notifying an employee of a disciplinary meeting.
- B. Discipline meetings will occur at the soonest mutually agreed upon time with all parties. A maximum of three administrators will be in a disciplinary meeting. Additional administrators may be added with mutual consent. Confidentiality is expected from all parties for the privacy of the staff member.
- C. Disciplinary Action Guidelines

In cases where disciplinary action may be necessary, the following steps may be utilized by the supervisor with the employee. Step one and step two disciplinary actions will be facilitated by building level administrators.

In most cases, steps 3 through 5 actions will be managed by the building principal/immediate supervisor, although there may be cases whereas the Superintendent or their designee may serve in the supervisory capacity if the immediate supervisor is not available or able to handle a specific incident or case.

Depending on the situation, the following incremental disciplinary steps may be taken. An opportunity will be given to the staff member at the time of each step to express their account of the situation.

Step One - Verbal Warning/Counseling is provided by the supervisor during the session, and the incident is discussed. A recap of the discussion will be sent to all parties at the meeting via email.

Step Two - Letter of concern/written warning. A carbon copy of the warning will be filed in the working file of administration at the building level.

Step Three - Letter of reprimand/final warning and a corrective action plan will be filed in the official personnel file at the district office.

Step Four - Other disciplinary actions which may include suspension, administrative leave with or without pay, and/or reassignment.

Step Five - Dismissal for non-probationary staff per the Teacher Employment, Compensation and Dismissal Act and Evaluation process as outlined in SB-191.

The action that is taken depends on the severity of the incident and the judgment of the administrator in determining which action is most appropriate for both the specific situation and the employee. Steps may be skipped depending on the severity of the incident, especially situations involving students and/or staff safety or place the district in a potential position of liability.

After 3 years, the employee may submit a request to Human Resources to have the written discipline removed and returned to the employee.

The District and JMEA Negotiations Team agreed to develop a Joint Committee to discuss staff discipline.

#### Joint Committee Membership:

- Current co-presidents
- UniServ Director
- Superintendent/Asst Superintendent/HR

This team will meet annually starting early in the school year to review the following items. (This list is not inclusive of what the team can discuss and develop):

- Joint training for building reps and building administration (in their roles during disciplinary meetings).
- Joint training with JMEA members and administration to set clear expectations for meetings.

JMEA and the district will provide annual training for representatives and note takers who sit in on disciplinary meetings. JMEA will compile and provide a list of members that are currently trained as representatives to the building principals annually.

## Article XVI <u>110/110 Transition Year</u>

An employee who will be receiving PERA retirement income may participate in the 110/110 day Transition year for the contract year immediately following their final contract year under PERA with the district. Employees must submit their <u>Letter of Intent</u> and-<u>Transition Form</u> to the Superintendent's office on or before February 1 of the year prior to the requested year.

The Superintendent will notify the employee as to the status of the request on or before March 1. If the Transition request has been accepted by the District, the employee shall submit his or her letter of retirement to the Superintendent on or before April 1 of such year.

Any Weld RE-5J staff member that is interested in pursuing a 110/110 transition year will need to meet the following requirements prior to submitting the 110/110 transition paperwork and resignation:

• The employee must have achieved a final rating of Effective or above for the prior evaluation year and maintain that rating to be eligible for the 110/110 transition. The district will perform the final evaluation of the employee prior to the 110/110 transition paperwork being submitted.

Additional Provisions for a 110/110 Transition Year include:

- 110/110 Transition is for one complete school year only. (Employee cannot use one 110 day segment in one school year and another 110 day segment in another school year.)
- 110/110 Transition year's compensation will not be eligible for PERA service credit.
- 110/110 Transition year the participants shall be placed on the salary schedule commensurate with placement had the employee not elected to retire.
- 110/110 Transition participants will be eligible for the district's employee benefit package.
- 110/110 Transition participants shall receive four (4) annual days of leave for the year with access to the leave bank as approved by the JMEA Presidents.
- 110/110 Transition participants shall have all other rights and responsibilities of the school district policies and the master agreement.
- 110/110 Transition participants shall sign a contract in which they submit an irrevocable resignation effective at the conclusion of the assignment and waive any rights to non-probationary status. The 110/110 recipient understands that he/she is an "At Will" employee.
- The Weld RE-5J administration retains right of placement for 110/110 transition year employees.
- This agreement shall be contingent upon applicable Colorado Statutes and PERA policies and procedures. If modifications are made to either which invalidate the terms of an employee's 110/110 day contract or require the district to incur additional expense under such a contract, the contract shall immediately terminate, and the district and JMEA shall renegotiate the 110/110 Transition year terms of the master agreement.

## Article XVII

#### **GRIEVANCE**

#### Teacher Concerns/Complaints/Grievances - Policy GBK-R

#### Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from, time to time, in an atmosphere of courtesy and cooperation.

#### Definitions

A "grievant" shall mean a teacher or group of teachers employed on at least a half- time basis by Weld County School District RE-5J, who or which has filed a grievance.

A "grievance" shall mean a complaint by a teacher or group of teachers employed on at least a halftime basis by Weld County School District RE-5J that there has been a violation or a misinterpretation of provisions of contract, Master Agreement, or written policies of the Board of Education which directly affects such teacher/group of teachers, or a condition which jeopardizes a teacher's health or safety, except that the term "grievance" shall not apply to any matter to which (1) the method of review is prescribed by law; or (2) the Board of Education is without authority to act. Without otherwise limiting or expanding the above definition, employment decisions are specifically excluded from those matters that may be the subject of a grievance.

A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve a grievance. In the event a question exists as to any possible party in interest, the person conducting the grievance hearing at a given level shall make the determination.

"Days" when used in the grievance procedure shall mean teacher contract days.

#### **General Provisions**

- A. This grievance procedure shall be the sole, initial remedy of any teacher for any matter which is grievable hereunder. This procedure does not in any manner deny the grievant the right to legal recourse at anytime.
- B. No grievance shall be recognized by the principal, Director of Human Resources, superintendent or Board of Education, unless it was filed as per Level 1.0 of this procedure 35 within ten (10) days after knowledge or notice of the violation, misinterpretation or condition on which the grievance is based. If not so filed, the grievance shall be deemed waived.
- C. A grievance shall be deemed filed on the date it is discussed, at the teacher's request, with the grievant's principal, whether or not the grievance is filed in writing.
- D. Failure to communicate the decision in writing where such is required by this procedure, on a grievance within the specified time limits, shall permit the grievant to proceed to the next step. Failure of the grievant at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step and a waiver of the grievance.
- E. Grievances arising, but not filed, during the last five (5) days of any school year may be filed by the fifteenth (15th) contracted day of the following school year. Grievances not settled by the last day of any school year shall be continued by the fifteenth (15th) contracted day of the following schoolyear.
- F. Time limits specified herein may be waived or reasonably modified by mutual agreement of the grievant or party in interest and the superintendent, if deemed necessary, for reasons of fairness or convenience of school officials.
- G. All hearings shall be conducted informally and shall not be subject to any formal restrictions of evidence or procedure, except those established by the person conducting the hearing for purposes of expediting the hearing and conducting the hearing in an orderly manner.
- H. The district agrees to make available to any aggrieved person all pertinent information when requested, except that which is privileged under state or federal law. The district's usual cost for copying shall apply and shall be paid by the grievant.
- I. Evidence used by the grievant, all parties in interest, or principal shall be duplicated so as to provide all involved parties with a copy of the evidence. Each party shall keep his or her own copies of all evidence presented.
- J. If, in the judgment of the person(s) conducting the hearing, the investigation or processing of the grievance requires that the teacher be absent from his or her regular assignment, such individual shall be released from his or her regular assignment for that required period of time without any reduction of pay or benefits.
- K. A grievant may be represented by a member or officer of the association or by a person of his or her own choosing beginning at Level 1.0, and at any level thereafter.

#### **Operational procedure**

Level 1:

- 1.0 A grievant with a grievance shall first discuss it with his or her principal and the Director of Human Resources, with the objective of resolving the matter informally and determining all parties in interest.
- 1.1 If the grievant is not satisfied with the disposition, if any, of his or her grievance as per 1.0, he or she may file a written grievance with his or her principal and the Director of Human Resources within five (5) days after initially filing it as per 1.0. This written grievance shall:
  - 1. specify the date of knowledge or notice of the violation, misinterpretation or condition;
  - 2. specify the date of the Level 1.0 conference;
  - 3. name all parties in interest known to the grievant;
  - 4. describe the nature of the grievance in reasonable detail; and
  - 5. clearly state the relief sought.

The principal shall provide the grievant and parties in interest with a written answer to the grievance within five (5) days after the presentation of the written grievance.

#### Level 2:

- 2.1 If the grievant is not satisfied by the disposition of the grievance at Level 1, or if no decision has been rendered within five (5) days after hearing of the written grievance, then the grievance may be referred to the superintendent. The grievance must be filed with the superintendent in writing within five (5) days of the Level 1.1 disposition. The superintendent shall have five (5) days to arrange for and hold a hearing with the grievant and all parties in interest. The grievant and all parties in interest shall be given seventy-two (72) hours notice of said hearing, and shall have the right to present witnesses and exhibits to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent shall have five (5) days to provide his or her written decision to the grievant and all parties in interest.
- 2.2 The Level 2.1 hearing shall be tape recorded, and such tape recording shall be preserved by the superintendent and the JMEA president until final resolution of the grievance.

#### Level 3:

3.1 If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within five (5) days after the hearing with the superintendent, he or she may appeal to the Board of Education within five (5) days of the Level 2 disposition by notifying the superintendent and or may notify the JMEA president that he or she wishes to appeal to a panel of judges within five (5) days of the Level 2 disposition. The association shall notify the superintendent within fifteen (15) working days, after receipt of the grievant's request of its intent to move the grievance to a panel of judges. The panel of judges shall consist of one JMEA member selected by the association, one district administrator selected by administration (if any JMEA member or district administrator is a party in interest to the grievance, he or she shall not serve as an appointee to the panel of judges), and one arbitrator

who is mutually agreed upon by the other two parties. In the event the parties are unable to agree upon an arbitrator, the first option shall be to submit a written request to the American Arbitration Association (AAA) for a list of five (5) arbitrators. If AAA is not available, another mutually agreed upon organization will be selected. Upon receipt of the list from AAA or other mutually agreeable organization, both parties shall meet within ten (10) days to begin the striking process. The arbitrator shall be selected by striking names alternately from the list until one name remains. The JMEA shall strike first. The arbitrator shall serve as chairperson of the panel of judges. The cost of the arbitrator shall be shared equally between the district and the JMEA.

- 3.2 Within thirty (30) days or upon mutual agreement to extend this timeline, after such written notice of appeal is presented to the Board of Education or a panel of judges is selected, the Board or the panel of judges shall hear the appeal. Unilateral communication outside of the hearings concerning the issues is prohibited.
- 3.2.a. Appeal before the Board: Each party in interest shall be given seventy- two (72) hours' notice of such a meeting, and shall have the right to be present at such meeting and/or given an oral presentation to the Board and present all evidence as defined in policy/regulation GBK and GBK-R. The proceeding shall be held in executive session. At this hearing, the Board shall also listen to the tape of the Level 2 hearing. 37 Within five (5) days after the appeal hearing, the Board of Education shall make a written decision regarding the grievance, and shall submit this resolution to the grievant, all parties in interest, the superintendent and the principal of the grievant. The decision shall be determined by majority vote of a quorum of the Board of Education, and shall be binding on the grievant and all parties in interest, the superintendent and the principal of the grievant. A written majority decision shall be given by the Board and a minority opinion may not be given.
- 3.2.b. Appeal before a panel of judges: Each party in interest shall be given five (5) days' notice of such a meeting to prepare for the meeting, and shall have the right to be present at such meeting and/or give an oral presentation to the panel of judges and present all evidence. The panel of judges may also listen to the tape of the Level 2 hearing. All hearings held by the panel of judges shall be in closed session. Within thirty (30) days after the appeal hearing, the panel of judges shall make a written decision regarding the grievance based on its findings and recommendations, and shall submit this resolution to the grievance, and the Board of Education. The decision shall be determined by majority vote of a quorum of the panel of judges. A written majority decision shall be given by the panel of judges to the Board of Education and the JMEA, and a minority opinion may not be given.

#### Level 4:

- 4.1.1 If the association acting on behalf of the grievant is not satisfied with the disposition of the grievance at Level 3 by the panel of judges, the association acting on behalf of the grievant may appeal to the Board of Education within five (5) days following the receipt of the panel of judges Level 3 disposition.
- 4.1.2 Within thirty (30) days after such written notice of appeal is presented to the Board of Education, the Board shall, at a regular or special meeting, hear the appeal. Each party in interest shall be given seventy-two (72) hours notice of such a meeting, and shall have the

right to be present at such meeting and/or given an oral presentation to the Board and present all evidence. The proceeding shall be held in executive session. At this hearing, the Board shall also listen to the tape of the Level 2 and Level 3 hearings.

- 4.2 Within five (5) days after the appeal hearing, the Board of Education shall make a written decision regarding the grievance, and shall submit this resolution to the grievant, all parties in interest, the panel of judges, the superintendent and the principal of the grievant.
- 4.3 The decision shall be determined by majority vote of a quorum of the Board of Education, and shall be final and binding on the grievant and all parties in interest, the panel of judges, superintendent and principal of the grievant. A written majority decision shall be given by the Board and a minority opinion may not be given.

Approved: March 25, 1991 Reviewed: October 12, 1998 Revised: August 11, 2006 Revised: April 3, 2019

### Memorandum of Understanding

#### **Personnel Performance Evaluation Council**

The Board and Association shall establish and maintain an advisory School District Personnel Performance Evaluation Council to address evaluation and non evaluation methods.

The Council shall consult with the Board as to the fairness, effectiveness, credibility, and professional quality of the licensed personnel performance evaluation system and its processes and procedures and shall conduct a continuous evaluation of said system.

The membership of the Council shall, at minimum, consist of the following:

- 1. Five (5) Association members appointed by the Association.
- 2. Five (5) administrators and/or principals appointed by the District.
- 3. Two (2) residents of the District, one who is a parent of a child attending a school in the District and one who is not a parent with a child attending school in the District. One (1) resident will be appointed by the Association and one (1) resident will be appointed by the District.
- Members shall serve two (2) year staggered terms. For the first year, three (3) members from the Association, Administration and one resident will serve two (2) year terms. Two (2) members from the Association, Administration and one resident will serve one (1) year term. In subsequent years, all members will serve two (2) year terms.

The Board shall have final approval of all Council appointees.

- Should the Board find it necessary to change policy which affects wages, hours, benefits or any other conditions of employment, and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such a change with the Board, provided that it files such a request with the Board within fifteen (15) days after such a notice has been received.
- Any Agreement(s) reached between the Board and the Association will be reduced to writing, will be signed by the Board and the Association and will be reflected in the Master Agreement and/or Board Policy.

The Memorandum of Understanding may be reviewed annually by the Negotiations Team.

### Memorandum of Understanding

## **KINDERGARTEN START DATE/READINESS**

The District and JMEA Negotiations Team agreed to develop a Joint Committee to discuss school readiness factors. This team will meet starting in April 2019 and continue meeting each year to research, develop, and implement the following items: (This list is not inclusive of what the team can discuss and develop):

- Develop and communicate parental resources including "Step Up" program;
- Strengthen P-K-3 alignment across the school district;
- Research and implement kindergarten screening tools;
- Create consistency across the school district with the implementation of readiness plans;
- Explore alternate kindergarten scheduling and flexible grouping scenarios;
- Create professional development for early childhood staff members.

This Joint Committee will consist of parents, teachers representative of PK-3 (including JMEA members), and administrators (district and building level).

Each school year in April, the Joint Committee will share progress from the previous year's work with the Superintendent and the JMEA Executive Committee.

### JMEA and RE-5J Propose 2021-2022 Calendar Adjustment

The Johnstown-Milliken Education Association ("the Association") and Weld County School District RE-5J ("the District") propose adding five (5) "virtual Fridays" to be added to the 2021-2022 RE-5J district calendar (9/3, 10/22, 1/28, 4/15, 5/13).

"Virtual Fridays" are intended to allow for collaborative time to prepare for changes in the district. Accordingly, the time will be used as follows:

5 hours administration-directed time, which may include:

- Professional Learning Communities
- Project Based Learning planning
- Career and Technical Education pathway development
- Planning for new buildings
- Innovation guiding principles implementation
- District initiatives
- Cross-curricular collaboration
- Coaching support
- Department meetings
- Business meetings

2 hours 20 minutes teacher-directed time, which may include:

- Collaborative planning
- Individual planning and grading
- Student support
- Implementation of district initiatives

"Virtual Fridays" will be considered instructional days, following Colorado Department of Education guidelines for asynchronous instruction.

Changes to the district calendar will be reevaluated during negotiations in the 2021-2022 school year.

#### Memorandum of Understanding: JMEA and RE-5J Agree to Review/Revise Master Agreement Grievance Procedures and Leave Policies

The Johnstown-Milliken Education Association ("the Association") and Weld County School District RE-5J ("the District") agree to reconvene for bargaining no later than September 1, 2021, in order to develop possible changes to the leave policies as outlined in Article V and grievance procedures outlined in article XVII of the Master Agreement.

#### Memorandum of Understanding: JMEA and RE-5J Create Joint Study Committee to Consider High School Schedule

The Johnstown-Milliken Education Association ("the Association") and Weld County School District RE-5J ("the District") agree to the creation of a Joint Study Committee ("the Committee") to explore and develop possible changes to the Roosevelt High School schedule, given the following conditions:

- The committee shall consist of 10 members, consisting of at least 50% JMEA members.
- The Association and the District shall choose their own members, with each party selecting a co-chairperson to lead the committee.
- Generally, the meetings of the committee shall take place outside of normal school hours. The time and place of meetings shall be determined by the committee members through mutual consent.
- The committee will convene no later than January 22, 2021 and make a recommendation to the parties' negotiations teams no later than March 31, 2021, using the attached reporting form.
- For the purposes of approving recommendations developed by the committee, a quorum will consist of a simple majority from each party, and decisions will be made through consensus.

#### Memorandum of Understanding: JMEA and RE-5J Agree to Revise Extra Duty Salary Schedule

The Johnstown-Milliken Education Association ("the Association") and Weld County School District RE-5J ("the District") agree to work collaboratively to develop a revised Extra Duty Salary Schedule, given the following parameters:

- The draft will be developed by the existing committee, consisting of at least one administrator and one JMEA negotiations team member;
- The Association and the District shall choose their own members, with each party selecting a co-chairperson to lead the committee;
- Generally, the meetings of the committee shall take place outside of normal school hours, including over the summer break. The time and place of meetings shall be determined by the committee members through mutual consent;
- For the purposes of approving recommendations developed by the committee, a quorum will consist of a simple majority from each party, and decisions will be made through consensus;
- The committee shall have a draft schedule prepared when the negotiations team reconvenes to discuss the impact of October pupil count on salary negotiations, no later than November 1, 2021;
- The committee shall also prepare a financial impact statement outlining the costs associated with the revised Extra Duty Salary Schedule.

#### SIGNATURE PAGE

April White

President, Board of Education

Patsy D Burenheide (Sep 29, 2021 17:18 MDT)

President, J.M.E.A

2021 10:03 MDT)

Secretary, Board of Education

Rebecca Bassett Rebecca Bassett (Sep 29, 2021 17:29 MDT)

Negotiations Chairperson, J.M.E.A

Date

Date

# **CODE OF ETHICS**

# JOHNSTOWN MILLIKEN EDUCATION ASSOCIATION

#### PREAMBLE

- The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.
- The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct.

## PRINCIPLE I: COMMITMENT TO STUDENTS

In fulfillment of the obligation to the student the educator will:

- 1. Be licensed under professional and ethical standards, maintained and enforced by the profession.
- 2. Maintain and improve professional competence.
- 3. Exercise professional judgment in the use of teaching methods and materials appropriate to the needs, interests, capacities, and the linguistic and cultural background of each student.
- 4. Maintain an atmosphere conducive to learning including the use of reasonable means to preserve the learning environment and to protect the health and safety of students, oneself, and others.

## PRINCIPLE II: COMMITMENT TO THE PROFESSION

In fulfillment of the obligation to the profession the educator will:

- 1. Safeguard information obtained in the course of professional service.
- 2. In an application for a professional position not deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
- 3. Refrain from misrepresenting his/her professional qualifications.
- 4. Not accept gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

These items were obtained from the Code of Ethics of the Education Profession.

## **APPENDIX**

- I. PREGNANCY LEAVE REQUEST FORM
- II. INTENTION TO CHANGE COLUMN FORM
- III. REIMBURSEMENT REQUEST FORM
- IV. LEAVE ASSISTANCE DONATION FORM
- V. LEAVE ASSISTANCE REQUEST FORM
- VI. 110/110 TRANSITION YEAR REQUEST FORM
- VII. CLASS COVERAGE PAYMENT FORM
- VIII. LEAVE BANK APPLICATION
- IX. PROFESSIONAL DEVELOPMENT ACTIVITIES FORM

# PREGNANCY LEAVE REQUEST FORM

Copies must be completed and filed with Building Principal(s) and the Superintendent prior to the end of the second trimester.			
	DATE		
	EMPLOYEE NAME		
	AMOUNT OF LEAVE TIME REQUESTED:		
1.	Name of Physician/Obstetrician		
I, the undersigned, believe all information above to be true to the best of my knowledge and agree to the above requested leave status.			
	I have read Article V.L., "Pregnancy Leav (initial)	/e," in the Master Agreemer	nt.
	Signature of Employee	Date_	
2.	Approximate date of delivery		
3.	Signature of Physician/Obstetrician		
4.	Office Address		
5.	Office Phone		

# THIS FORM MAY BE REVISED AND RESUBMITTED AS MEDICALLY NECESSARY (not to exceed thirty (30) days) DURING THE THIRD TRIMESTER AND/OR UPON DELIVERY.

# INTENTION TO CHANGE COLUMNS FORM (DUE MARCH 1<sup>st</sup> – Administration Office)

Employee Name	Date		
It is my intention to qualify for a full year change in column placement on the salary schedule before September 1 <sup>st</sup> please check here			
I intend to complete( time.	list number of hours) semester hours of approved credit by that		
My new salary schedule placement will be Co	lumn, Step		
instructor's statements on or before Septe	the form of official transcripts, certificates of completion, or <b>ember 1</b> <sup>st</sup> to verify the change in salary placement, and if will submit official transcripts on or before <b>October 1</b> <sup>st</sup> .		
I understand that it is my responsibility to meet the requirements for Salary Schedule change by <b>September</b> <b>12</b> , and that evidence for work presented after this date will apply to the next anniversary date for salary change, which is September of the following year.			
I understand that if I do not complete the requering eligible for the half year change.	ired work in the summer but I do complete it in the fall, I am		
It is my intention to qualify for a half year char 1 <sup>st</sup> please check here	nge in column placement on the salary schedule before February		
I intend to complete( time.	list number of hours) semester hours of approved credit by that		
My new salary schedule placement will be Co	lumn, Step		
instructor's statements on or before Febru	the form of official transcripts, certificates of completion, or <b>lary 1</b> <sup>st</sup> to verify the change in salary placement, and if evidence hit official transcripts on or before <b>March 1</b> <sup>st</sup> .		
I understand that it is my responsibility to meet the requirements for Salary Schedule change by <b>March 12</b> , and that evidence for work presented after this date will apply to the next anniversary date for salary change, which is September of the following year.			

Date

Employee Signature

# **REIMBURSEMENT REQUEST FORM**

A copy of this form must be completed and returned to the District Administration Office within ten (10) days of the incident. Copies of the teacher's insurance declaration sheet, police reports (in case of theft) and/or Principal's reports (when appropriate) must be attached to this form.

EMPLOYEE NAME		
DATE OF THEFT OR INCIDENT		
AMOUNT OF CLAIM \$		
INSURANCE COMPANY		
INSURANCE POLICY NUMBER		
AMOUNT OF DEDUCTIBLE		

I, the undersigned, agree that the information above is true to the best of my knowledge.

Employee Signature	Date

\_

# LEAVE ASSISTANCE PROGRAM EMPLOYEE DONATION FORM

Date				
Donor's Name				
Home Address				
SCHOOL ROUTING:	(PLEASE INITIAL AND	DATE)		
Association Presiden	t			
Administration Office				
	donation of (specify 1 or 2 , an empl			
, an employee in need. This donation is to be deducted from my leave as follows:				
Annual Leave (	Specify number of days)			
Sick Leave (Sp	ecify number of days)			
Signature	e of Donor	Date	 e	
SUBMIT THIS FORM TO	) THE JMEA PRESIDENT UP	ON RETURN FROM LE	AVE	
Recommendation of As	sociation			
			Date	
Tota	l Days			

# JOHNSTOWN MILLIKEN EDUCATION ASSOCIATION LEAVE ASSISTANCE PROGRAM

Date			
Employee Name			
School			
Physician's statement or other docum the dates requested	entation to support the nature of the leave request, including		
PHYSICIAN'S STATEMENT/OTHER DO	CUMENTATION		
(Belo	ν this line for office use only)		
Approval by the Superintendent Approve			
First Day Missed	—— Total Days Absent from Work ————		
Date Returned to Work	Fotal Days Requested		
NOTE: REQUEST FOR LEAVE ASSIST DAYS UTILIZED BUT NOT DONATE	ANCE DOES NOT ENSURE DONATION OF DAYS. D WILL BE DOCKED.		

# 110/110 TRANSITION YEAR REQUEST FORM (Due February 1<sup>st</sup> – Superintendent Office)

Employee Name \_\_\_\_\_ Date

It is my intention to apply for the 110/110 Transition year. I understand that to be eligible for the plan I must retire under PERA.

**Employee Signature** 

Date

# Weld County School District RE-5J

#### EMPLOYEE CLASS COVERAGE PAYMENT FORM

Employee Name	Today's Date
Date of Class Coverage	
Number of Period(s)/Hour(s) Covered	
Employee's Name that required the Coverage	

#### ADMINISTRATOR APPROVAL

Principal's Initials

Date

Admin Office Initials

Date

# **LEAVE BANK APPLICATION FORM**

Form must be submitted to the Superintendent Office		
DATE		
NUMBER OF LEAVE BANK DAYS REQUESTED		
EXPLANATION OF THE ILLNESS OR INJURY (BE SPECIFIC)		

A Doctor's statement specifying the nature of the illness, the dates and medical service to the employee, and a date of the patient's expected release for return to teaching duties is required with this application.

Signature of Employee		Date	
-----------------------	--	------	--

### Weld County School District RE-5J PROFESSIONAL DEVELOPMENT ACTIVITIES FOR PROFESSIONAL LICENSE RENEWAL FORM

Employee Name	Today's Date
Title of Professional Development Activity	
Number of Clock Hours Served	
ADMINISTRATOR APPROVAL	

# 2021-22 JMEA Master Agreement

**Final Audit Report** 

2021-09-29

Created:	2021-09-13
By:	Cara Anderson (cara.anderson@weldre5j.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Z_4EGA_Aup52Qyk75ReHuNBOwnISQ59

# "2021-22 JMEA Master Agreement" History

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