

An

AGREEMENT

Between

**Johnstown Milliken  
Education Association**

And

**Weld County School District  
RE-5J**

August 9, 2017 – August 2018

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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 24th day of May 2017, 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 2017-2018 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

## DEFINITIONS

- 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. **ASSISTANT SUPERINTENDENT** shall mean the Assistant Superintendent of Schools, 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/Assistant Superintendent
- B. The Board's recognition shall be granted each year upon receipt of evidence indicating fifty-one (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

## NEGOTIATION PROCEDURE

### A. TIME LINE AND PROCESS

1. Not later than **February 1** of the year prior to the expiration year of this agreement the Board agrees to 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 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 Assistant Superintendent, 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. 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 problems and/or concerns for discussion, with the intent of reaching consensus on desirable and acceptable resolution(s) according to the following schedule:

1. 2013-14 each negotiation team may submit up to 5 items of concern
2. 2014-15 each negotiation team may submit up to 3 items of concern
3. 2015-16 each negotiation team may submit up to 5 items of concern
4. 2016-17 each negotiation team may submit up to 3 items of concern
5. 2017-18 each negotiation team may submit up to 5 items of concern
6. 2018-19 each negotiation team may submit up to 3 items of concern

- b. The district and the association agree that in 2018-2019 the number of items of concern shall be mutually reopened.
  - c. Compensation will be negotiated yearly. The Middle School concept (two plan periods in a seven-period day) will be included in this discussion.
  - d. Elementary class size for grades 4 and 5 (Article VIII.B.) will be revisited when financial considerations allow.
  - e. 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.
9. 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

### LEAVE

#### 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, natural-born children, adopted children, grandparents, immediate step-family, grandchildren and miscarriage as confirmed by a physician's statement.
2. 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**

1. 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**

1. 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**

1. 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 entitlement 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 entitlement 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.
2. Teachers may use their accrued leave days for illness, disability, or death of the teacher's or spouses immediate family. Immediate family includes mother, father, brothers, sisters, spouse, natural born children, adopted children, grandparents, immediate stepchildren, and grandchildren.
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 eight (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	11:05 AM
Milliken Middle School	11:15 AM
Elementary Schools	11:55 AM

## 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. MATERNITY LEAVE

1. Leave for maternity purposes will be available to any female 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 as is medically necessary to safeguard the health of the mother and/or child. Such leave will include any breaks, holidays, or summer intermission that may fall within the six (6) weeks.
2. An employee who has taken maternity 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 MATERNITY LEAVE REQUEST form and subsequently will notify the above mentioned administrators in writing upon termination of the pregnancy.

Note: As use of maternity leave is due to the "illness" of the mother, maternity leave is not available to fathers and/or to adoptive parents. Leave is, however, available to fathers and/or adoptive parents as necessary to tend to a sick child, as per Article V.M.

## M. PARENTAL LEAVE

1. 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.
9. 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

## DUTY YEAR/DAY

### A. SCHOOL CALENDAR

1. 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 2017-2018 school year there will be a maximum of one hundred eighty-five (185) 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 ( $\frac{1}{2}$ ) day of work in the one hundred eighty-five (185) day teacher contract. A maximum of the equivalent of four (4) half days will be granted.
3. Should any one hundred eighty-six (186) day contract or greater number of days be established, compensation will be negotiated from the one hundred eighty-five (185) 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

1. The District will provide the equivalent of a one-half ( $\frac{1}{2}$ ) workday at the end of each quarter to be used at the discretion of each teacher. Lunch, during these one-half ( $\frac{1}{2}$ ) 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**

1. 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. 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 through late start times at 9:30 am, two times per month, not to exceed 16 late start dates per year. One hour of each late start day may be designated by principals for building priorities, including but not limited to: staff meetings, team or department meetings, or staff development. The second hour of each late start day will be used for individual teacher plan time. 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**

1. 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.
2. The JMEA will ask one JMEA building representative to serve on the district professional development committee.

Memorandum of Understanding: The JMEA and the School Board mutually agree to review, through a district-provided survey in January of 2017, the implementation of the streamlined assessment and data collection process as defined by the Board during the 2016 negotiation cycle. Survey results will be shared with JMEA prior to the 2017 negotiation cycle.

#### **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.
3. 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.

## **I. GRIEVANCE**

Board Policy GBK "Staff Concerns/Complaints/Grievances" and the accompanying regulation GBK-R can be found in section G "Personnel" in the District Board Policy Manual. The District Board Policy Manual is available online at the District's website:



<https://d2ct263enury6r.cloudfront.net/serrE2Btx279dEfCZOOIMruY38Hkaie4jAv2EVR87vu0KEEl.pdf>

The policy manual is also available at each school in the main office and at the Weld RE-5J District Administration Building front desk.

By mutual agreement between the Weld County School District RE-5J Board of Education and the Johnstown-Milliken Education Association, Policy GBK and GBK-R may not be changed in any way unless a change in Colorado State Statute or Federal Statute requires such a revision. At such time as this shall occur, the district and the association will meet to resolve the issue.

## **Article VII**

### **BENEFITS**

#### **A. HOSPITALIZATION, DENTAL, AND LONG-TERM DISABILITY INSURANCE**

1. The district agrees to pay the single individual's premium for hospitalization 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 long-term 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 concerns from the JMEA, 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.

#### **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

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

## Article VIII CLASSROOM SIZE

- A. Elementary classes in grades K, 1, 2, and 3 that reach an enrollment average of a true twenty-six (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 CURRICULUM REVISION PROCESS

- 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**

### **COMPENSATION**

#### **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 or indicates a minimum raise above the applicant's current contracted salary (whichever is less). \*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 March payroll and will not be retroactive to 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**

1. 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 fact-finding 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

## Johnstown-Milliken School District RE-5J 2017-18 Certified Salary Schedule

*	BA	BA+30	MA	MA+30	MA+60	*
1	35,228	38,491	43,709	46,970	50,190	1
2	36,021	39,357	44,692	48,027	51,319	2
3	36,831	40,243	45,698	49,107	52,474	3
4	37,660	41,148	46,726	50,212	53,655	4
5	38,507	42,074	47,778	51,342	54,862	5
6	39,374	43,021	48,853	52,497	56,096	6
7	40,259	43,988	49,952	53,679	57,358	7
8	41,165	44,978	51,076	54,886	58,649	8
9	42,092	45,990	52,225	56,121	59,969	9
10	43,039	47,025	53,400	57,384	61,318	10
11		48,083	54,601	58,675	62,698	11
12		49,165	55,830	59,995	64,108	12
13		50,271	57,086	61,345	65,551	13
14		51,402	58,371	62,725	67,026	14
15		52,559	59,684	64,137	68,534	15
16		53,741	61,027	65,580	70,076	16
17				67,055	71,652	17
18				68,564	73,264	18
19				70,107	74,913	19
20				71,684	76,598	20
* Hours on Schedule are Semester Hours						
* Steps do not equate to Years of Experience						

# Article XII

2017-18		Extra Duty Salary Schedule					
Base	\$35,228.00	I	II	III	IV	V	VI
1		2,730	2,202	1,673	1,409	881	440
2		3,047	2,448	1,849	1,550	986	528
3		3,364	2,695	2,026	1,691	1,092	616
4		3,681	2,942	2,202	1,832	1,198	705
5		3,998	3,188	2,378	1,973	1,303	793
6		4,315	3,435	2,554	2,114	1,409	881
7		4,632	3,681	2,730	2,255	1,515	969
8		4,950	3,928	2,906	2,396	1,620	1,057
9		5,267	4,175	3,082	2,536	1,726	1,145
10		5,584	4,421	3,259	2,677	1,832	1,233
11		5,901	4,668	3,435	2,818	1,938	1,321
12		6,218	4,914	3,611	2,959	2,043	1,409
<b>High School</b>				<b>Middle School</b>			
Column I	Head Coach, Band Director, Cheerleader Sponsor			Column III	Head Coach		
Column II	Assistant Coach, Vocal Director			Column IV	Assistant Coach		
Column III	Drama, Student Council			Column V	Yearbook, Band, Vocal, Drama		
Column IV	Knowledge Bowl, Yearbook, FBLA, FCCLA			Column VI	Brain Bowl, FCCLA, Spelling Bee, Student Council		
	Marching Band Drill Writer, Interact Club			Team Leader/Dept. Head	\$350		
	Percussion, Color Guard			Art Teacher - Sub pay for Art Show			
Column V	Accompanist			<b>Elementary School</b>			
Column V	N.H.S.			Column VI	Music Director		
Class Sponsor				Column III	Band Dir		
Freshman	\$150.00						
Sophomore	\$250.00			Column IV	G & T Coach		
Junior	\$350.00			<b>Elementary/Middle School</b>			
Senior	\$250.00			Column VI	Odyssey of the Mind Coach		
Dept. Head	\$350.00						

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.
3. 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 MEMBER

- A. No staff member shall be disciplined without just cause. A staff member will be entitled to the representative of his or her choice in any meeting that may result in disciplinary action. The administrator will inform the staff member of this right prior to the meeting.



## Article XVI

### 110/110 Transition Year

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 letter of intent to Transition form 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.

- 110/110 Transition 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 seven (7) sick days and four (4) annual days of leave for the year.
- 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.
- 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 re-negotiate the 110/110 Transition year terms of the master agreement.

## **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.
4. 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.

SIGNATURE PAGE

Peggy Wakeman  
Vice President, Board of Education

Heather Pfanzogher  
President, J.M.E.A

Megan Zila  
Secretary, Board of Education

A-E-C  
Negotiations Chairperson, J.M.E.A

5/24/17  
Date

5/25/17  
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. MATERNITY 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

## MATERNITY 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., "Maternity Leave," in the Master Agreement.  
(initial)

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 \_\_\_\_\_ (list number of hours) semester hours of approved credit by that time.

My new salary schedule placement will be Column \_\_\_\_\_, Step \_\_\_\_\_

I will submit written verification of this work in the form of official transcripts, certificates of completion, or instructor's statements on or before **September 1<sup>st</sup>** to verify the change in salary placement, and if evidence is other than official transcripts, I will submit official transcripts on or before **October 1<sup>st</sup>**.

I understand that it is my responsibility to meet the requirements for Salary Schedule change by **September 12**, 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 required work in the summer but I do complete it in the fall, I am eligible for the half year change.

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It is my intention to qualify for a half year change in column placement on the salary schedule before February 1<sup>st</sup> please check here \_\_\_\_\_.

I intend to complete \_\_\_\_\_ (list number of hours) semester hours of approved credit by that time.

My new salary schedule placement will be Column \_\_\_\_\_, Step \_\_\_\_\_

I will submit written verification of this work in the form of official transcripts, certificates of completion, or instructor's statements on or before **February 1<sup>st</sup>** to verify the change in salary placement, and if evidence is other than official transcripts, I will submit official transcripts on or before **March 1<sup>st</sup>**.

I understand that it is my responsibility to meet the requirements for Salary Schedule change by **March 12**, 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.

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Employee Signature

Date

## 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.

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**Employee Signature** **Date**



**LEAVE ASSISTANCE PROGRAM  
EMPLOYEE DONATION FORM**

Date \_\_\_\_\_

Donor's Name \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_

**SCHOOL ROUTING: (PLEASE INITIAL AND DATE)**

Association President \_\_\_\_\_

Administration Office \_\_\_\_\_

I wish to contribute a donation of (specify 1 or 2) \_\_\_\_\_ day(s) to assist \_\_\_\_\_, an employee in need. This donation is to be deducted from my leave as follows:

Annual Leave (Specify number of days) \_\_\_\_\_

Sick Leave (Specify number of days) \_\_\_\_\_

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**Signature of Donor**

**Date**

**SUBMIT THIS FORM TO THE JMEA PRESIDENT UPON RETURN FROM LEAVE**

**Recommendation of Association**

Date	Total Days
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**JOHNSTOWN MILLIKEN EDUCATION ASSOCIATION  
LEAVE ASSISTANCE PROGRAM**

Date \_\_\_\_\_

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

School \_\_\_\_\_

Physician's statement or other documentation to support the nature of the leave request, including the dates requested

PHYSICIAN'S STATEMENT/OTHER DOCUMENTATION

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(Below this line for office use only)

Approval by the Superintendent     Approved     Not Approved    DATE \_\_\_\_\_

First Day Missed \_\_\_\_\_ Total Days Absent from Work \_\_\_\_\_

Date Returned to Work \_\_\_\_\_ Total Days Requested \_\_\_\_\_

**NOTE: REQUEST FOR LEAVE ASSISTANCE DOES NOT ENSURE DONATION OF DAYS.  
DAYS UTILIZED BUT NOT DONATED 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.

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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 \_\_\_\_\_

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**ADMINISTRATOR APPROVAL**

\_\_\_\_\_  
Principal's Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Admin Office Initials

\_\_\_\_\_  
Date

## LEAVE BANK APPLICATION FORM

Form must be submitted to the Superintendent Office

DATE \_\_\_\_\_

EMPLOYEE NAME \_\_\_\_\_

NUMBER OF LEAVE BANK DAYS REQUESTED \_\_\_\_\_

**EXPLANATION OF THE ILLNESS OR INJURY (BE SPECIFIC)**

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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**

\_\_\_\_\_