An

AGREEMENT

Between

Johnstown Milliken Education Association

AND

Weld County School District RE-5J

August 1, 2025 – August 2026

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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 18th day of June, 2025, 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 2025-2026 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. **CHIEF ACADEMIC OFFICER** shall mean the Chief Academic Officer, Weld County School District Re-5J.

L. **TEACHERS** shall mean all non-administrative certified staff, including Special Service Providers.

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 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. 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 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. The Association and the Board will meet beginning in September, 2025, to continue discussion on mutually agreed upon items including, but not limited to, leave policies.

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.

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, children, grandparents, immediate step-family, grandchildren, a person significant to the employee or miscarriage.

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 caregiver 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, or due to a catastrophic circumstance that prevents an employee from performing his/her duties. This program will not operate under the concept of a “bank”, but rather from an “as needed” basis.

2. The Leave Assistance Program will operate under the following conditions:

    a. Forms (Johnstown Milliken Education Association Leave Assistance Program) 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. Donation of accrued leave over 80 will result in the loss of the bonus (see J.4.).

    d. Donated days will be granted only when an employee has used all of their annual, sick and accrued leave.

    e. Notification of donated days granted shall be indicated on the form and returned by the Superintendent within five (5) calendar days.

    f. 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

a. 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. Five (5) 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. Six (6) 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.

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, 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 spouse's immediate family as defined in Article V.C.1. of this agreement or due to a catastrophic circumstance that prevents an employee from performing his/her duties.

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 $75.00 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 $100.00 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 2022-2023 school year and will revisit in Spring of 2023.

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**

1. 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. The six week time period includes 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**

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, adopts a child, has a child through surrogacy or gains guardianship of a dependent child. Such leave shall be allowed beginning with the birth of the child or the day the child(ren) 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 of the employee or a member of the immediate family as defined in Article V.C.1. of this agreement, or due to a catastrophic circumstance 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 to the leave bank. 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~~ annual, sick and accrued leave shall be eligible to draw from the leave bank under the following condition:

    a. Only when under a doctor's care or upon documentation of a catastrophic life event.
    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 Human Resources 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.

11. Employees applying to the Leave Bank for the purposes of pregnancy or parental leave must meet the requirements outlined in Articles V.L and V.M.

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 (Policy: 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.

Board Policy Adopted: **08/15/1994**

Board Policy Reviewed: **10/12/1998**

Board Policy **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 2025-2026 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. BUILDING DUTIES AND SCHEDULES

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.

2. Each building will have a scheduling committee to develop duty schedules and "flex time" guidelines (use of non-student contact contract time) through mutual consent. The committee will include a minimum of three (3) teachers, with a majority selected by JMEA.

C. WORKDAYS

1. 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

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. 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. Additional plan time totaling five (5) work day

will be included in the elementary calendar.

2. 6th-8th Level (Middle School): The middle school concept model consists of two plans in an eight period day and one plan period per day on a block day. In this model, every teacher will receive a minimum of 52 consecutive minutes per a day for the purpose of individual planning and preparation. If a scheduled instructional period is less than 52 minutes, the teacher will receive the entire period for individual planning. Teachers will receive a minimum of 75% of the total (individual and building administrator combined) plan time minutes in a week. Building administrators will receive a maximum of 25% of the total plan time minutes in a week.

   Individual/Building Administrator directed plan time are defined as follows:

   > **Individual plan time** is defined as that time designated for teachers to plan, grade student work, or perform other duties in preparation for their jobs at their discretion.
   >
   > **Admin. directed plan** time is defined as the time utilized by admin. directed meetings and completion of admin. directed tasks connected to district/school vision and goals

3. 9th-12th (High School): Every teacher will receive a minimum of one regularly scheduled class period per day for the purpose of individual planning and preparation.

4. 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.

5. Secondary SPED teachers will co-teach up to 4 days per week with the equivalent of 1 day to be designated for case management/planning.

6. Elementary SPED teachers and secondary SPED teachers whose caseloads do not allow for one day per week will receive the equivalent of 2 case management/planning days per month which may be flexible. Used as agreed upon with the building administrator.

E. PROFESSIONAL DEVELOPMENT/INSERVICE DAYS

1. 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.

   Beginning in the 2025-26 school year, the school calendar will include 14 days designated a PD/teacher directed work time for the whole district; these days may include flex days. Secondary days will include no less than the equivalent of 6 teacher-directed work days which may be distributed in partial days. Elementary days will include the equivalent of an additional 5 work/plan days for a total of no less than the equivalent of 11 teacher-directed work days which may be distributed in partial days. A

recommendation for PD/work days will be shared by the PD committee. Building leadership teams (instructional leadership teams, dept. chairs, team leads, etc.) can apply for a variance on the recommendation to be approved by district admin and JMEA co- presidents.

2. 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. Beginning in the 2025-26 school year, a process for demonstrating and reflecting on learning from courses being considered for inclusion on the Approved Course List for horizontal advancement will be developed by a task force. A quarterly meeting of the professional development committee will be held to review courses for addition and retention on the approved course list. The processes will be reviewed by the professional development committee and findings presented no later than April of 2026 to the Negotiations team.

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 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 equivalent to the current sub rate divided by the number of teachers splitting the class.

6. Teachers covering another teacher's class will be responsible for completing the EMPLOYEE CLASS COVERAGE PAYMENT FORM located in the Appendix.

7. Secondary teachers who teach an overage will be paid a stipend of ⅛ of their salary (prorated by duration)

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 any 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 TRANSFER, DISPLACEMENT AND REDUCTION IN FORCE

1. Instructional Staff Assignments and Transfers

The assignment of licensed staff members excluding principals and other administrative personnel, whose assignments and/or reassignments shall require prior Board approval and their voluntary transfer to positions in the various schools and departments of the district shall be recommended by the superintendent, subject to approval by the Board of Education. The transfer of teachers who have been displaced shall be accomplished in accordance with the policy below on teacher displacement, not this policy.

In the event that a teacher assignment must be changed to meet building needs, every effort will be made to honor teacher preference.

The following criteria shall serve as guidelines:

• Contribution which staff member could make to students in a new position.

• Qualifications of staff member compared to those of outside candidates, both for position to be vacated and for position to be filled.

• Recommendation and/or approval of the principal(s) involved.

• Wishes of staff member regarding assignment or transfer.

Transfers from one building to another or one grade level to another may be made by the superintendent during a teacher's probationary period in order to fit personnel into their proper level. This may be done upon the advice of the building principal and with the agreement of the principal to whom the transfer will be made or upon the recommendation of the supervisor. All

assignments and/or transfers of nonprobationary teachers will be made by the Board of Education. The assignment of a teacher to a specific building will not imply permanent assignment to that building.

(Board Adopted: January 26, 1987 Reviewed: October 12, 1998 Revised: May 13, 2009 Revised: March 27, 2013 Revised: March 6, 2019)

The transfer of teachers who have been displaced shall be accomplished in accordance with the policy on Teacher Displacement below, not this regulation.

Vacancy notices will be sent to each employee with a district e-mail address via the district's e-mail system and posted on the district's website as positions become open. Instructions for internal applicants will be included in postings for open positions.

Vacancy notices will be posted for five consecutive work days. The district will interview qualified internal applicants during the hiring process.

Nothing in this article negates or supercedes any Board policy or state law which permits the Board to make teacher transfers where it believes such transfers to be in the best interest of the school district.

Board Policy Adopted: January 26, 1987 Reviewed: October 12, 1998 Revised: May 13, 2009 Revised: March 27, 2013 Revised: March 6, 2019

2. Teacher Displacement

Consistent with the Board's authority to direct the district's educational programs, the Board may take action pursuant to a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution. Displacement occurs when such Board action results in the removal of a nonprobationary teacher from the teacher's assigned school.

This policy and accompanying regulation shall apply to the designation and reassignment of a displaced teacher. This policy and accompanying regulation shall not apply to teacher dismissals, nonrenewals, reductions in force or other personnel actions that do not result in displacement of teachers.

Definitions

For purposes of this policy and accompanying regulation, the following definitions shall apply:

1. "Teacher" means any non-administrative certified staff member, including Special Service Providers. "Teacher" does not include those persons holding authorizations or administrative positions within the school district.

2. "Displaced teacher" means any nonprobationary teacher who is removed from the teacher's assigned school as a result of Board action pursuant to a drop in

enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution.

3. ‘Mutual consent placement” occurs when a displaced teacher applies for a position under the supervision of another principal and the hiring principal consents. The hiring principal’s consent must consider input from at leasttwo teachers employed at the school and chosen by the teaching faculty at the school to represent them in the hiring process.

4. “Priority hiring pool” is a subgroup of displaced teachers who were actively employed and deemed satisfactory or effective in their performance evaluation preceding their displacement and who have not secured a mutual consent placement. Teachers in the priority hiring pool shall receive the first opportunity to interview for available positions for which they are qualified within thedistrict.

5. “Hiring cycle” means the period of time during which the Board reviews the staffing needs of the district and acts to fill vacant positions, if any. The Board engages in two hiring cycles each calendar year: first, when the Board projects and fills staffing needs for the next school year (between approximately March and the day before the opening day of the next school year); and, second, as the Board reviews its current staffing and makes adjustments as necessary during the current school year (from the first day of school through the last day of the current school year).

6. “Transfer” means the reassignment of a teacher from one school, position or grade level to another in the district. Transfers that do not result from displacement will be addressed in accordance with the Board’s transfer policy (GCKA).

Board of Education's Determination and Statement

If the Board determines a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building necessitates action that may require the displacement of one or more teachers, it shall adopt a statement that reasonably identifies the action and the reasons for that action. This statement shall be transmitted to the superintendent and made available to district faculty.

To the extent possible, the Board shall establish the actual number of teacher positions to be displaced consistent with the Board's authority to establish educational programs within the district. If it is not possible at the time the Board issues its initial statement for the Board to address personnel implications, the Board shall issue a revised statement of action after receiving additional input from the superintendent.

Superintendent's Action

After receiving the Board’s statement, the superintendent shall prepare recommendations for appropriate personnel action, which may include teacher displacement, consistent with Board policy and state and federal law. As necessary and appropriate, the superintendent shall submit to the Board such recommendations and

the Board may revise as necessary its statement of action.

The superintendent shall cause written notice of displacement to be provided to all displaced teachers. Notice shall be in writing and delivered via certified mail to a displaced teacher's address of record. The superintendent shall immediately cause a displaced teacher to receive an initial list of all vacant positions for which the teacher is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need.

Mutual Consent Placement

Displaced teachers shall have the right to pursue a mutual consent placement in the district. Any displaced teacher remains solely responsible for identifying available positions within the district and pursuing any and all vacancies for which the teacher is qualified. Displaced teachers who were deemed satisfactory or effective in their performance evaluation preceding their displacement shall be members of a priority hiring pool.

During the period in which the teacher is attempting to secure a mutual consent placement, the district may place a displaced teacher in a 12-month assignment or other limited-term assignments, including, but not limited to, a teaching assignment, substitute assignment or instructional support role. Such assignment by the district is not a mutual consent placement.

If a displaced teacher is unable to secure a mutual consent placement in a school of the district after 12 months or two hiring cycles, whichever period is longer, the district shall place the displaced teacher on unpaid leave until such time as the displaced teacher is able to secure an assignment.

Board Policy Adopted: March 27, 2013 Revised: March 6, 2019

The following procedures shall be followed in effecting a Board action pursuant to a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution that causes nonprobationary teachers to be displaced.

1. Notice to individual teacher

Within 10 days after receiving the Board's statement of action that includes personnel implications, the superintendent shall cause written notice of displacement to be provided to all displaced teachers. The written notice shall include:

a. a copy of the Board's statement adopted pursuant to the accompanying policy;

b. a copy of the accompanying policy and this regulation; and

c. a list of all vacant positions for which the displaced teacher is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need.

Notice shall be served upon the teacher personally or by certified or registered mail to the teacher's

address as it appears in the school district's records. It shall be the teacher's responsibility to ensure that the district has the teacher's current address on file.

2. Applications and priority hiring pool

Displaced teachers shall be responsible for applying, consistent with the district's hiring procedures and practices, for any vacant position for which the teacher is qualified. At a minimum, the displaced teacher must apply to the principal of the school and provide a copy of the application to the district.

The district shall create a priority hiring pool, which shall consist of displaced teachers who were deemed satisfactory or effective in their performance evaluation preceding their displacement. Upon application, members of the priority hiring pool shall receive the first opportunity to interview for available positions for which they are qualified within the district.

3. Mutual consent placement

A principal shall recommend appointment of a displaced teacher to an assignment in the principal's school if the review of the displaced teacher's performance evaluations and qualifications demonstrates that employment of the displaced teacher will support the instructional practice of the school. The principal's recommendation shall also include input from at least two teachers employed at the school and chosen by the faculty of teachers at the school to represent them in the hiring process.

If the Board approves the principal's recommendation of a displaced teacher to a vacant position, the Board shall transfer the teacher into the assignment sought and the displacement/mutual consent provisions of law are satisfied. At that time, the Board shall reinstate the teacher's salary and benefits at the level they would have been if the teacher had not been placed on unpaid leave, if applicable.

Consistent with Board policy, nothing in this regulation shall be construed to require a principal to hire a displaced teacher.

4. Exclusive procedure

This procedure is the only procedure that shall apply to the designation and reassignment of a displaced teacher.

Board Policy Approved: March 27, 2013 Revised: March 6, 2019

3. Reduction in Force
Definitions

1. **Teacher**– any person who is regularly certified or licensed by the teacher certifying authority for the state of Colorado, and who is employed half-time or more as a certified teacher, librarian, and/or counselor to instruct, direct, supervise or administer the instructional program, except those persons holding letters of authorization.

2. **Cancellation of employment** – the removal from active service of a teacher when there is a justifiable reduction in the number of teaching positions in the school district for reasons of fiscal exigency or program change.

3. **Fiscal exigency** – any significant decline in the Board of Education's ability to fund the operation of the district.

4. **Program change** – any elimination, curtailment or reorganization of curriculum, program or school operation, or a reorganization of curriculum, program or operation, or a reorganization or consolidation of two or more individual schools. A program change need not be caused by fiscal exigency. However, a significant decrease in enrollment may be deemed caused to require a program change.

5. **Day** – a calendar day.

6. **Recall** – notification of and return to active teaching service in the district of a teacher whose employment has been cancelled within the last twenty-four (24) month period as a result of a reduction in force.

7. **Recall list** – a list of teachers whose employment has been cancelled as a result of a reduction in force, with the teacher whose employment was cancelled first on the list and other teachers to follow consecutively by date of employment cancellation.

8. **Continuous service** – a length of uninterrupted service as a contracted half-time or more teacher of the district, to be computed from the teacher's first year of employment and to include Board approved leaves of absence.

9. **Continuous service list** – a ranking of teachers by continuous service within the area(s) of endorsement and secondarily by qualification. When length of uninterrupted service is a factor for any decision under this policy and two or more teachers have the same length of service in the district, the teachers affected will be ranked on the continuous service list according to when they signed their employment contracts with the district. In the event ties still exist, teachers so affected shall participate in a drawing to determine position of the continuous service list. All teachers so affected and the association shall be notified in writing of the date, time, and place for the drawing and shall have an opportunity to attend.

General Grounds for Cancellation of Employment

Cancellation of employment may take place when the Board of Education determines that a fiscal exigency exists or a program change is to be made which requires cancellation of one or more teaching positions. Such a decision may be made and any resulting termination may be effected only in accordance with this policy and the accompanying procedures.

Board of Education's Preliminary Determination and Statement

Prior to the cancellation of employment of any teacher as a result of a fiscal exigency, the Board will consider other areas of the budget for reduction, as well as potential additional revenue sources.

If the Board determines that cancellation of employment of one or more teachers may be required, it shall prepare a statement that identifies the reasons for the decision. This statement shall be transmitted to the superintendent of schools, to the school district faculty and to the association. Within ten (10) days following the association's receipt of the statement, representatives of the district and the association shall meet to discuss the reduction in force. The discussions will include, but not be limited to the following:

1. Possible alternatives to a reduction in force.

2. The needs of the district.

3. Budget information.

4. Number of teachers affected in each program such as level/subject area.

5. Effective date of the reduction in force.

6. Other relevant information.

For purposes of this meeting, the number of association representatives shall not exceed five (5). The Board shall establish the actual number of professional staff to be reduced consistent with the Board's authority to establish educational programs within the district. The Board will strive to effect cancellation of employment at the end of a semester or at the end of a school year contract period.

Superintendent's Action

Within twenty (20) days after receiving the statement from the Board, the superintendent shall submit to the Board recommendations for canceling the employment of particular teachers. In making this recommendation, the superintendent shall not be limited to considering only the teachers in the areas or programs designated by the Board in its initial statements.

The superintendent shall, insofar as possible, recommend meeting the reduction in force by normal attrition such as resignations, retirements, leaves of absence, transfer of assignments, or non-renewals. The superintendent shall consider performance evaluations made in accordance with Section 22-9-106, C.R.S. as a significant factor in determining which employment contracts to cancel.

The superintendent shall also consider probationary and nonprobationary status, but only after performance evaluations have been considered. When probationary and nonprobationary status is used solely to determine cancellation of a teaching position occurring within any particular endorsement area, the contracts of probationary teachers who are occupying such positions shall be canceled first.

Following consideration of performance evaluations and probationary and nonprobationary status, the superintendent shall consider the following factors in recommending a teacher for cancellation of employment in the following priority order:

1. Affirmative action.

- As required by court order of Title IX considerations.

2. The needs of the district.

   - Including, but not limited to state and/or federal accreditation requirements or recommendations, the number of staff under contract in each curricular area or grade level, student enrollments, potential alternative staffing patterns.

3. Length of employment in the district.

4. Education

   - Formal postsecondary education, including consideration of multiple teaching/supervisory certifications and/or qualifications, in which theyare highly qualified or credentialed.

5. Career educational experience.

   - Including all educational experience and assignments, including extracurricular.

   - By non-current certificate endorsement(s) and qualification(s).

6. Merit.

   - As reflected by consideration of formal and evaluative criteria. This factor will only be considered when there are two teachers whose other factors are equal and who have received at least the last three formal evaluations from the same administrator.

Vacancy Recalls

If within twenty-four (24) calendar months after a reduction in force, a vacancy or vacancies occur within the district, those staff members whose contracts were canceled under the reduction in force policy and who qualify for the positions by virtue of certification and qualification, shall have the first opportunity to accept or reject said vacant positions. Recall of employees who have had their contracts canceled under the reduction in force policy shall take place in the inverse order of the procedure utilized for the cancellations. If (1) there is no teacher on the recall list certified for the vacant position, or (2) if the teacher on the list is currently under contract to another district, or (3) if the position is rejected by those who are certified and available for the position, the vacancy shall then be posted and filled according to district policy and procedures. If the recalled employee refuses to accept the position offered, or fails to respond to such notification as per regulation GCQA-R, the employee forfeits all rights under this provision. The employee whose contract was canceled under this policy shall remain on the recall list for twenty-four (24) calendar months from the date of cancellation, unless the employee waives such rights in writing to the superintendent.

A full-time employee shall not forfeit recall rights by refusal to accept recall to part- time employment.

Board Policy Adopted: August 14, 1995 Reviewed: October 12, 1998 Revised: March 23, 2009 Revised: January 25, 2012 Revised: March 6, 2019

The following procedures will be followed in effecting a reduction in the professional staff work force.

1. Notice to individual teacher

Nonprobationary teachers whose contracts are recommended by the superintendent to be canceled will be given notice of said intent in writing, and shall be provided with a continuous service list. Any objection to the placement on the list shall be reported to the superintendent and association in writing within fifteen (15) days after receipt of said list.

A. Prior to recommending cancellation of an individual teacher's contract, the district shall investigate assignments in other programs for which the teacher(s) is certified and/or qualified to teach. If the length of continuous service in the district and certification and qualification entitle the teacher(s) to be reassigned to other positions, the following shall apply:

1) They shall be assigned to open positions.

2) If open positions are not available, teachers with less continuous service in the district in the area or program deemed by the superintendent to be the area or program to be reduced shall be reduced to achieve sufficient open positions.

B. Should transfer of retained teachers be necessary as a result of a RIF, the district policy for reassignment/transfer shall apply.

C. The district shall provide written notification to the teacher(s) affected at least forty- five (45) calendar days prior to the date the Board takes official action. Each teacher involved and the association shall be provided a copy of the notice. The notice will include a statement or the conditions requiring such cancellation, a description of the procedures followed in making the decision and a copy of the accompanying policy and this regulation. Notice will be served upon the teacher(s) personally or by certified mail. The teacher's address, as it appears on the school district's records, shall be deemed to be the correct address. After the Board takes official action, all teachers whose employment has been canceled shall receive written notice from the district.

2. Review of Individual Cancellations

Within fifteen (15) days after receiving a notice of termination, a nonprobationary teacher may request a review of the action by the Board of Education. The request must be in writing, addressed to the president of the Board. The request for review must specify the grounds on which the teacher relies and a short statement of facts that he/she believes support the contention. When appropriate, more than one (1) case may be heard at the same time.

Reivew may be had solely to determine the following:

a) Was there a rational basis to determine that a fiscal exigency or program change was necessary or appropriate?

b) Was the cancellation procedure arbitrary or capricious?

c) Was the decision to cancel the employment of the teacher arbitrary or capricious?

This provision will not prohibit the Board or hearing officer, if utilized, from allowing

additional grounds to be argued, should new information and/or facts warrant consideration, as long as the new information and/or facts is/are directly relevant to #2 a), b) or c) above.

The Board will consider the request and will schedule a hearing, to be held within fifteen (15) days after the request is received. The teacher will be given at least seven (7) days' notice of the hearing. If the teacher so requests, the Board and association, through their representatives, shall select an impartial hearing officer from available sources to conduct a hearing. In the event that the parties are unable to agree upon a hearing officer, said hearing officer shall be selected through the procedure prescribed by the American Arbitration Association. When appropriate, more than one (1) case may be heard at the same time.

3. **Conduct of Hearing**

The hearing will be conducted informally and, upon request of either party, in private. The Board or hearing officer, if utilized, shall have the authority to make appropriate procedural rules. The teacher(s) may represent himself/herself or be represented by the association. The school district will have no obligation to pay for the service of counsel representing the teacher(s). A recorded transcription of the proceedings will be maintained by the district, and copies of the transcript will be made available at the expense of the party who makes the request. The Board or hearing officer, if utilized, shall render his/her decision within fifteen (15) days following completion of the hearing.

The Board or hearing officer, if utilized, will make written findings and recommendations to the secretary of the Board and to the teacher(s). The teacher(s) shall bear the burden of proving that a RIF was not necessary. The Board shall bear the burden of proving that it followed the adopted policy and accompanying procedures and RIFed the correct person(s). The Board shall present its case first in both instances. After the superintendent or counsel completes the presentation, the Board will consider the matter in executive session or, where there is a hearing officer, the hearing officer may take the matter under advisement. Written findings of fact and conclusions as to the issues raised will be forwarded to the teacher and to the secretary of the Board within thirty (30) days after the close of the hearing.

4. Procedure After Hearing

If the hearing was conducted by a hearing officer, the Board will be bound by the findings of fact of the hearing officer as long as there is support in the record for such findings. However, any conclusions drawn from those findings will not be binding upon the BoBoard will act on the findings and conclusions at its next regular meeting following receipt of the findings and conclusions. If the Board determines that the teacher's contention has not been established, it will notify the teacher, the superintendent and the association in writing. Such a determination finally confirms the decision to cancel. If the Board determines that the teacher's contention has been established, it shall notify the teacher, the superintendent and the association by written notice that states that corrective action will be taken.

5. Notification of Recall

Teachers whose employment has been cancelled and who wish to be considered for reemployment will provide written notification within fifteen (15) days to the superintendent.

Recall will occur in the inverse order, as set forth in policy GCQA. When a vacancy within the district occurs for which a teacher on the list has the required certification and qualifications, a letter of intent to reemploy shall be offered. The notification shall be by certified letter to the teacher's last known address. That teacher shall notify the district, in writing, of his/her intent to accept or reject the position within fifteen (15) days of receipt of the recall notice. If the offer of reemployment is rejected or the teacher fails to respond within the stated timelines, the teacher will forfeit his/her right to recall.

Rights and Benefits While on The Recall List

Teachers shall remain on the recall list for twenty-four (24) months from the date of cancellation of employment, unless the teachers waive such rights in writing. While on the recall list, teachers shall have for the first eighteen (18) months, the option to remain active participants in the district fringe benefit programs by contributing thereto the full cost of the program in accordance with the Consolidated Omnibus Act of 1985 (COBRA). These COBRA rights shall terminate eighteen (18) months after termination of employment with the district, and RIFed employees who choose for the remaining six (6) months while remaining on the recall list shall be responsible for securing all affected benefits on an individual basis, if so desired.

When recalled within twenty-four (24) months, all accrued benefits, including nonprobationary status but excepting those benefits which the teacher(s) was monetarily compensated when leaving the district, shall be restored.

All teachers who are on the recall list for whom no positions are available shall be called to serve as substitutes in their endorsement area(s) or experience in the teaching field at substitute pay, if they wish to be placed on the substitute list.

Exclusive Procedure

This procedure is the only procedure that may be used in a reduction in force of teachers. Any existing procedure for reconsidering or examining an employee discharge, non-reappointment or grievance is not available for considering an issue that arises from a reduction in force.

Similarly, no other personnel action other than reduction in force may be considered under this procedure. Board Policy Adopted: August 14, 1995 Reviewed: October 12, 1998 Revised: March 6, 2019

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 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 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

CLASSROOM SIZE AND CASELOADS

A. Elementary classes in grades K, 1, 2, and 3 that reach an enrollment average of twenty-four (24) students or greater, before the Teacher Start Date of the current school year administration will begin the process of hiring an additional teacher.

B. Elementary classes in grades 4 and 5 that reach an enrollment average of twenty-six (26) students or greater, before the Teacher Start Date of the current school year, administration will begin the process of hiring an additional teacher.

C. If enrollment is exceeded after the Teacher Start Date of the current school year (K-3 =24 and 4-5 = 26), the grade level team and building administrators will choose from the following solutions and continue to evaluate, as enrollment increases:

1. $5,000 stipend per student, prorated monthly based on the duration of the class count exceedance and provide a comp day per quarter that can be used at any time throughout the current school year.
2. Hire an 0.5 interventionist.
3. Addition of a full-time para support for that grade level.

D. Specials teachers will receive the stipend at a divided rate/ per section for the duration of the class count exceedance.

This is a one-year modification to the master agreement to be revisited in the 2025-26 negotiations season as a joint topic.

E. 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. (Any single teacher's maximum student caseload shall not exceed 168 students, excepting choir and band courses.)

1. 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.
2. 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.
3. At the completion of the third week of each semester in all secondary buildings, all certified staff will be provided a list of current class sections and enrollment numbers.

F. All secondary teachers whose class exceeds the cap will receive one (1) comp day per quarter. The count will be established after the tenth instructional day at each semester. Comp days earned during that quarter may be used at any time throughout the current school year per administrator approval.

G. Special Education

1. JMEA and the District will jointly develop or mutually agree to a workload calculator to be used to assess SSP and Special Education workloads. Following procedures identified in the Special Education handbook, every effort will be made to keep caseloads equitable and manageable.

H. For the 2025-2026 school year, a total of 23 “flex” days will be added to allow for management of 504 plans, to include two (2) days per elementary building, five (5) for Roosevelt Middle School, and twelve (12) for Roosevelt High School. Assignments for 504 case management will be made at the building level. Staff taking on 504 case management may choose comp days or flex days. Staff opting for paid flex days will be paid at their per diem rate in their May paycheck. This provision will be revisited during the 2025-26 negotiations cycle.

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.

D. Every effort will be made to avoid implementing more than one new curriculum in a school year at the elementary level.

ARTICLE X

COMPENSATION

A. ACADEMIC EXPERIENCE CREDIT AND HORIZONTAL ADVANCEMENT

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.

2. Course Approval

    a. New Courses that Are Not Currently On the Approved Course List - Staff will need to complete the Request for Prior Approval of Coursework prior to taking the course and any transcripts or certificates along with a Course Completion Form upon completion of the course. These opportunities may include:

        - any course not on the approved list
        - building-level PD/book study
        - educational travel
        - undergraduate course
        - workshop/conference attendance

    b. Weld RE-5J Approved Course List: The courses on this list do not need prior approval. A Course Completion Form and completion documentation must be submitted for credit.

    c. Graduate Credits from an Accredited Institution do not need prior approval. A Course Completion Form and completion documentation must be submitted for credit.

3. In-district Professional Development

    a. A nominal fee $15/credit will be charged for credited in-district professional development.

    b. Educators who plan and lead district-approved, in-district professional development will receive credit and a $400 stipend per credit.

    c. The district will prioritize and evaluate increasing opportunities for varied professional development in alignment with district- and building-goals.

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 1st** of the year the anticipated column change is to occur. The administration office will notify staff by email two weeks prior to the March 1st 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:

2. A teacher at the same grade level or teaching in the same subject areas.

3. A teacher within the same building.

4. 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

SALARY SCHEDULE

Weld County School District RE-5J
2025-26 Certified Salary Schedule

	BA	BA+30	MA	MA+30	MA+60 EdD/PhD	
A	50,500	53,656	58,485	62,871	67,429	A
B	51,636	54,863	59,801	64,286	68,946	B
C	52,798	56,097	61,147	65,732	70,497	C
D	53,986	57,359	62,523	67,211	72,083	D
E	55,201	58,650	63,930	68,723	73,705	E
F	56,443	59,970	65,368	70,269	75,363	F
G	57,713	61,319	66,839	71,850	77,059	G
H	59,012	62,699	68,343	73,467	78,793	H
I	60,340	64,110	69,881	75,120	80,566	I
J	61,698	65,552	71,453	76,810	82,379	J
K	63,086	67,027	73,061	78,538	84,233	K
L	64,505	68,535	74,705	80,305	86,128	L
M	65,956	70,077	76,386	82,112	88,066	M
N		71,654	78,105	83,960	90,047	N
O		73,266	79,862	85,849	92,073	O
P		74,914	81,659	87,781	94,145	P
Q		76,600	83,496	89,756	96,263	Q
R		78,324	85,375	91,776	98,429	R
S		80,086	87,296	93,841	100,644	S
T				95,952	102,908	T
U				98,111	105,223	U
V				100,318	107,591	V
W				102,575	110,012	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.

For hard-to-fill certified positions that have been filled through external contract services, the district may honor all years of verified experience in considering initial salary schedule placement.

For hard-to-fill certified positions that have been filled through external contract services, the district may incentivize highly qualified candidates.

For hard-to-fill certified positions that have been filled through external contract services, the district may honor all years of verified experience in considering initial salary schedule placement.

For hard-to-fill certified positions that have been filled through external contract services, the district may incentivize highly qualified candidates who have less than 10 years of verified experience by offering a $6000 stipend to be paid out over 3 years as follows

- $1000 at the end of year 1
- $2000 at the end of year 2
- $3000 at the end of year 3

* Certified staff who are National Board Certified will receive a $2500 stipend annually every year that their certification is current.

* Employees who have completed Masters Programs that are 60+ credits will be placed on the MA+30 column.

*Hard to Hire Positions:

- Positions that the district, in consultation with JMEA, determines are chronically hard to hire may be incentivized by offering a $6000 stipend to be paid out over 3 years as follows:
- $1000 at the end of year 1
- $2000 at the end of year 2
- $3000 at the end of year 3

ARTICLE XII

EXTRA DUTY SALARY SCHEDULE

	I	II	III	IV	V	VI	
A	875	1,250	2,000	2,375	3,125	3,875	A
B	938	1,341	2,145	2,547	3,352	4,156	B
C	1,006	1,438	2,301	2,732	3,595	4,457	C
D	1,079	1,542	2,468	2,930	3,856	4,780	D
E	1,157	1,654	2,647	3,142	4,136	5,127	E
F	1,241	1,774	2,839	3,370	4,436	5,499	F
G	1,331	1,903	3,045	3,614	4,758	5,898	G
H	1,427	2,041	3,266	3,876	5,103	6,326	H
I	1,530	2,189	3,503	4,157	5,473	6,785	I
J	1,641	2,348	3,757	4,458	5,870	7,277	J
K	1,760	2,518	4,029	4,781	6,296	7,805	K
L	1,888	2,701	4,321	5,128	6,752	8,371	L
M	2,025	2,897	4,634	5,500	7,242	8,978	M
N	2,172	3,107	4,970	5,899	7,767	9,629	N
O	2,329	3,332	5,330	6,327	8,330	10,327	O

High School

Column I - NHS, Asst Robotics

Column III - Marching Band Assistant, Marching Band Percussion, Color Guard, GT Coach, Yearbook, Interact Club, Concessions Sponsor, CTSOs, Catering

Column IV - Vocal Director, Student Council, Robotics, Speech & Debate

Column V - Theatre Director, Game Manager

Column VI - Instrumental Director

Middle School

Column I - Student Council, Yearbook, Web Leaders, NJHS

Column II - Drama Director

Column III - GT Coach, CTSOs

Column IV - Instrumental Director, Vocal Director

Elementary School

Column I - Student Council, Yearbook, Art Show

Column III - Music Director, GT Coach

Effective July 1, 2024

Extra duty committee will reconvene annually to re-evaluate the schedule. Committee will include: AT LEAST 1 administrator from each level, 1 JMEA member from elementary, 1 JMEA member from middle school and 1 JMEA member from high school and relevant district office staff members. The committee will present a proposal of the extra duty salary schedule by April 1st to the negotiations team.

ARTICLE XIII

EMPLOYEE PROTECTION

A. TEACHER PROTECTION FROM VERBAL AND PHYSICAL ASSAULT BY STUDENTS, PARENTS AND GUARDIANS

1. **Right to a Safe Working Environment**

   All teachers shall be entitled to a working environment that is free from verbal abuse, threats, intimidation, or physical assault. The District recognizes its obligation to ensure a safe and respectful environment for all educators.

2. **Protection from Assault by Parents or Guardians**

   In the event that a teacher is subject to verbal harassment, threats, or physical assault by a parent, guardian, or family member of a student:

   - The incident shall be immediately reported to school administration and appropriate law enforcement, if warranted. (Example form in Appendix)
   - The District shall take all necessary and reasonable measures taking into consideration input from the teacher(s) directly involved in the incident to ensure the teacher's safety, which may include restricting the individual's access to school property, implementing communication protocols, and facilitating legal action.
   - No teacher shall be required to meet alone with a parent or guardian who has engaged in threatening or abusive behavior toward them. Any such meetings shall take place only in the presence of an administrator or designated representative.
   - Communication with the teacher(s)/team regarding the outcome of the investigation and any protective measures taken.

3. **Protection from Student Conduct**
   In the event a teacher is subjected to any of the following by a student:

   - Verbal abuse, including threats, profanity, or slurs;

- Physical assault, including hitting, kicking, spitting, or any other act of physical aggression;
- Intentional damage, theft, or misuse of the teacher's personal property or instructional materials;

The District shall take immediate and appropriate action, which may include:

- Removal of the student from the classroom or school setting pending investigation;
- Disciplinary action consistent with the student code of conduct (considering existing plans);
- Notification to law enforcement when necessary;
- Communication with the teacher/team regarding the outcome of the investigation and any protective measures taken.

4. **Teacher Rights and Protections**

- A teacher shall not be required to remain in a classroom with a student who has made credible threats or engaged in assaultive behavior until a safety plan is developed and implemented. The teacher/team will be included in the development or adjustment of an appropriate plan.
- A teacher may request a restorative conference or mediation, when appropriate, but shall not be compelled to participate as a condition for resolution.
- Teachers shall have the right to remove a student from the classroom temporarily, subject to applicable district policies and procedures, when the student's behavior poses a danger or serious disruption to the learning environment, District property, other students, or the teacher.

5. Property Damage and Reimbursement

If a student intentionally damages or destroys a teacher’s personal property (e.g., eyeglasses, phones, instructional materials, clothing), the District shall:

- Investigate and document the incident;
- Facilitate restitution by the student or their guardians when possible;
- Reimburse the teacher for the actual cost of repair or replacement within a reasonable timeframe when restitution is not feasible.

6. Support and Follow-Up

The District shall provide the following to any teacher affected by student assault or misconduct:

- Access to counseling or trauma-informed support services;
- Medical attention or paid leave, if necessary, following physical injury;
- Administrative support in preparing and filing incident reports or legal complaints

7. **Non-Retaliation**
   No teacher shall face retaliation, discipline, or adverse consequences for reporting parent/guardian/student behavior that endangers their safety or violates this agreement.

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 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

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 and 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.

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

It is the desire of the Board of Education that procedures for settling differences provide for prompt and equitable resolution at the lowest possible administrative level and that each employee be assured an opportunity for orderly presentation and review of complaints without fear of reprisal.

A “grievance” is defined as an alleged violation of Board of Education policies or administrative regulations that apply to all employees. The procedure set forth in the Master Agreement for the resolution of “grievances” shall apply only to grievances as defined in the grievance procedure.

A. Definitions

i. A grievance shall be defined as that which occurs when an established policy or practice has been violated or when there has been a departure, misinterpretation or misapplication of a stated policy, including a Board of Education policy, personnel policy outlined in an employee handbook, or a standard practice.
ii. The words “Educator” or “Educators” shall refer to any employees of the district hired in a non-managerial role.
iii. An “aggrieved educator” is one who files a complaint.
iv. Whenever the word “Association” is used it shall refer to the Johnstown-Milliken Education Association (JMEA) in Johnstown, Colorado.
v. Whenever the word “Board” is used it shall refer to the school board of the Weld RE-5J School District, in Weld County, Colorado.
vi. Whenever the words “superintendent,” “assistant superintendent,” “administration assistant,” or “principal” are used, they shall refer to such employees so titled in the Weld RE-5J School District, in Weld County, Colorado.
vii. Whenever the word “administrator” is used it shall refer to one of these individuals.
viii. When the word “days” is used it shall refer to working days. Weekend or vacation days shall be excluded.

B. General Procedures

Grievances shall be presented and adjusted in accordance with the following procedures.

I. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. However, the time limits specified in these procedures may be extended or shortened at any specific instance by mutual agreement of the parties in writing.

II. In the event a grievance is filed, so that sufficient time as stipulated under all levels of the procedure cannot be met before the last day of the school year, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be completed prior to the end of the school term. If such conditions cannot be met, then the regularly stipulated time will be followed.

III. Any educator has the right to have an Association representative in attendance at any grievance meeting. The educator shall be provided adequate notice in order to allow time to secure representation. The educator has the right to reasonably delay a meeting in order to secure representation. Such representative is permitted to take an active role in any proceedings and may present and speak on behalf of the educator.

C. Steps in the Grievance Procedure

1. Informal Step

Educators with a concern are encouraged to meet with their principal and/or immediate supervisor to discuss the concern. If the concern arises from a perceived violation that could be the basis for a grievance, the concern should be raised within twenty (20) days from the date of the violation or from when the violation became known to the educator

2. Formal Step

If the concern is not satisfactorily resolved in the informal step or if the educator elects to skip the informal step, educators can submit to their principal or supervisor a grievance in accordance with the provisions of this article. The grievance must be filed within fifteen (15) days of the informal meeting with the principal or supervisor or within fifteen (15) days of the date of the alleged violation if the informal discussion is not requested. If the hearing officer, at which level the grievance has been filed, determines the grievance should be heard at a different level, that determination must be communicated to the grievant within five (5) days from the date that the grievance was originally filed at the formal step.

Level I

The grievant will request a Level I grievance hearing within fifteen (15) days immediately following the informal discussion, if held, of the act or condition which is the basis of the grievance.

The grievant and the principal/supervisor will discuss the grievance in a scheduled conference held five (5) days within receipt of the grievance.

Within ten (10) days after hearing the grievance, the principal or supervisor will communicate his/her decision in writing to the grievant and to the Association.

Level II

i. Within five (5) days after receiving the Level I decision, the grievant may appeal the decision to the Superintendent. The grievance will be stated in writing and will set forth specifically the acts or conditions and the grounds on which the grievance is based, and the Articles, personnel policies or personnel practices allegedly violated, and the remedy sought. The written level I decision shall be included with the grievance. Grievances that involve multiple educators or multiple worksites can be filed by the Association on behalf of multiple educators beginning at level II.

ii. The Superintendent or designee will hear the appeal within ten (10) days of the receipt of the level II grievance. Both the Educator and the Administration will present their positions by testimony and/or documentary evidence.

iii. Within ten (10) days after the above referred meeting, the Superintendent or designee will communicate the decision in writing, together with any supporting reasons to the principal/supervisor, the educator and the Association.

Level III

i. The educator and/or the Association may request in writing within fifteen (15) days of receipt of the Level II decision that the grievance be submitted to advisory arbitration through the American Arbitration Association. Such request shall be sent to the superintendent.

ii. The written request for arbitration shall include:
   A. A Statement of the specific Articles, personnel policies and personnel practices allegedly violated;
   B. A Statement of the specific remedies sought by the educator/Association

iii. The American Arbitration Association will submit simultaneously, as requested, to each party an identical list of five (5) persons skilled in arbitration. A meeting will be scheduled as soon as practicable to implement the striking process. The Board and the Association will strike names alternately until one name is left. The Board will strike first. The hearing shall be held within sixty (60) days of the filing of the request for arbitration.

iv. Ten (10) days prior to arbitration both parties will meet to stipulate:

   a. Final arrangements for the hearing including time. place, and notice to the arbitrator;
   b. Names and addresses of contemplated witnesses and a brief summary of each witness' anticipated testimony ;
   c. Issues to be submitted to the arbitrator; and,
   d. Authenticity and admissibility of exhibits.

v. Any document sent to the arbitrator by either party shall be delivered to the other party no later than two (2) administrative workdays prior to arbitration.

vi. Within ten (10) days of receiving the report of the arbitrator, the District and Association will hold a resolution meeting to discuss the report. The parties shall attempt to reach agreement on implementation of any course of action related to the arbitrator's decision. The Board will review the report and advise the grievant and the Association of its decision. The Board's decision will be rendered in writing within fifteen (15) days of the notification to the Board that the resolution meeting(s) has concluded.

vii. The cost of arbitration will be equally borne by the parties. In the event that the Association elects to represent the educator in arbitration, the educator's share of the costs shall be borne by the Association. Nothing herein precludes an educator from requesting arbitration at their own expense.

C. Miscellaneous

i. Nothing contained herein will preclude either party from submitting at any time an offer of settlement to the other party.

ii. Release time for attendance at any arbitration hearing will be granted

iii. Except at the informal discussion level, all levels of the grievance procedure may be recorded. Recordings will be used only for the purpose of taking notes. Recordings made will become the property of the parties.

iv. All written and printed matter dealing with the processing of a grievance shall be retained but shall be kept separate from the central office personnel files of the educator(s).

v. A grievance will be permitted to proceed through the process even though harm has not yet occurred.

vi. Except at Level III, if the district fails to respond within the prescribed timeline, the educator or Association may advance the grievance to the next level.

vii. At all times during the grievance procedure, the educator has the right to all related materials including, Witness names and witness statements, meeting notes, and documentation related to the grievance.

ARTICLE XVIII - EMPLOYMENT OF SPECIAL SERVICE PROVIDERS

A. PROBATIONARY EMPLOYMENT.

Effective August 1, 2023, all Special Service Providers (SSPs) who have not yet completed three consecutive years of demonstrated effectiveness or a non-probationary Special Service Provider who has had two consecutive years of demonstrated ineffectiveness shall serve on an annual contract as a probationary employee.

B. NON-PROBATIONARY EMPLOYMENT.

Effective August 1, 2023, once a Special Service Provider who has served three (3) or more consecutive years in the District for which the Special Service Provider has received effective evaluations (including those Special Service Providers currently employed by the District who have already met this requirement), the Special Service Provider shall be considered a Non-Probationary Special Service Provider and serve on a non- probationary (continuing) contract, similar to teachers covered by the Teacher Employment, Compensation, and Dismissal Act Section 22-63-301, C.R.S. and following (TECDA). All Special Service Providers currently employed by the district who have not been employed by the District for three (3) consecutive years will receive credit for years of continuous effective evaluations, if any, received before the enacting of this provision.

Non-probationary Special Service Providers may appeal a second consecutive ineffective evaluation using the process for such an appeal in Article IV.

C. NON-RENEWAL AND JUST CAUSE TERMINATION.

C.1 Non-renewal of Probationary Employment. Probationary Special Service Providers are subject to termination on an annual basis by the Superintendent or designee providing notice of the District's intent not to offer further employment. At the end of any probationary contract term, the District may choose not to offer further employment. Any Special Service Provider who is notified in writing by the Superintendent or designee on or before June 1 at the end of any probationary year of the District's intent not to offer further employment, shall not be employed for the following year. Contracts may be terminated or no contract offered for the following year for any nondiscriminatory reason or no reason at all.

C.2 Just Cause Termination of Employment. The District may move to terminate the employment of a probationary or non-probationary Special Service Provider if the Special Service Provider engages in conduct giving rise to just cause for termination. Just cause shall be defined as one or more of the following grounds:

A. Unable to perform the essential functions of the job;

B. Unethical conduct;

C. Neglect of duty;

D. Immorality;

E. Unsatisfactory performance;

F. Insubordination

G. The conviction of a felony. For the purposes of this article, “conviction” shall mean any ultimate finding of fact in a criminal proceeding that an individual is guilty of a crime, whether judgement resets on a verdict of guilty, a plea of guilty, a plea of nolo contendere, and irrespective of whether entry of judgement or imposition of sentence is suspended or deferred by the court; and,

H. Other good and just cause.

The Superintendent may recommend that the Board terminate a Special Service Provider pursuant to this Article based upon one of the grounds set forth above. Following the recommendation, the Special Service Provider shall be notified in writing by the Superintendent or designee of the notice of termination. Upon receipt of the written notice of termination, the Special Service Provider shall have the right to appeal the termination in accordance with the Level Three grievance procedures as set forth in Article XVII.

The Special Service Provider shall continue to receive regular compensation from the time the Board received the recommendation to terminate from the Superintendent until such time as the Board has acted upon the decision of the Level Three hearing officer, but for no more than one hundred (100) days. A Special Service Provider shall not receive any such compensation upon being charged criminally with an offense for which a license, certificate, endorsement, or authorization is required to be denied, annulled, suspended, or revoked due to a conviction. If the final disposition of the case does not result in a conviction and the Special Service Provider has not been terminated, the Board shall reinstate the Special Service Provider, effective as the date of the final disposition of the case. The Board shall provide the Special Service Provider with back pay and lost benefits and shall restore lost service credit within ten (10) days after the reinstatement.

D. NO PROPERTY INTEREST OR OTHER RIGHTS

While this Article does provide contract rights for non-probationary Special Service Providers, it does not create any property interest in their employment with the District. Additionally, the Teacher Employment, Compensation, and Dismissal Act shall not apply to Special Service Providers.

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

MEMORANDUM OF UNDERSTANDING

DISCIPLINE FOR STAFF MEMBER

JMEA and RE-5J Will Reconvene to Address the Investigation Process in Disciplinary

The Johnstown-Milliken Education Association ("the Association") and Weld County School District RE-5J ("the District") agree to reconvene no later than the end of October 2025 to:

Consult with legal advisors to determine legal considerations of any changes to the process and report back to the Negotiations team

The Association and District will reconvene to address the issue of disciplinary action as a joint issue in the 2025-2026 school year

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

X. LEAVE FAQ

XI. APPLICATION FOR EXTRA DUTY STIPEND

XII. DANGEROUS BEHAVIOR INCIDENT REPORT

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 Leave," in the Master Agreement.

Signature of Employee _____ Date _____

Approximate date of delivery: _____

Signature of Physician/Obstetrician: _____

Office Address: _____

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 1st – 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 1st 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 1st** to verify the change in salary placement, and if evidence is other than official transcripts, I will submit official transcripts on or before **October 1st**.

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.

It is my intention to qualify for a half year change in column placement on the salary schedule before February 1st 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 1st** to verify the change in salary placement, and if evidence is other than official transcripts, I will submit official transcripts on or before **March 1st**.

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.

_____

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.

_____

Employee Signature **Date**

LEAVE ASSISTANCE PROGRAM - EMPLOYEE DONATION FORM

Submit completed form to Superintendent's office.

Date: _____

Donor's Name: _____

Building: _____

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): _____

Accrued Leave (Specify number of days): _____

_____ _____

Signature of Donor **Date**

(Below this line for office use only)

Approval by the Superintendent **Approved** **Not Approved** **DATE**_____

JMEA LEAVE ASSISTANCE

PROGRAM REQUEST

FORM

Submit completed form to Superintendent's office.

Date _____

Employee Name _____

School _____

Number of Days Requested (attach Donor Forms): _____

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

(Below this line for office use only)

Approval by the Superintendent **Approved** **Not Approved** **DATE**_____

First Day Missed: _____ Total Days Requested _____

Date Returned to Work: _____ Total Days Absent from Work _____

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

10/110 TRANSITION YEAR REQUEST FORM

(Due February 1st – 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

Submit completed form to Superintendent's office.

DATE _____

EMPLOYEE NAME _____

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

APPLICATION FOR AN EXTRA DUTY STIPEND

To apply to sponsor an After School Club or Activity, please complete this form. The activity will typically be an 8 week commitment meeting once each week for a stipend of $250.00.

Staff Member's Name:_____

Name of After School Club or Activity:_____

Grade(s) of students who will be invited to participate:_____

Number of students who will be invited to participate:_____

Description of the Club or Activity:_____

Goals of the Club or Activity:_____

Desired Outcomes of the Club or Activity:_____

Additional Information to Consider:_____

—----------FOR PRINCIPAL USE ONLY—----------

This afterschool club or activity is:

_____Approved _____Not approved

Principal Signature_____Date_____

Please provide a copy to the teacher who is requesting approval, a copy to the Personnel Department, and keep a copy at the school for your records.

DANGEROUS BEHAVIOR INCIDENT REPORT

Name of person completing form (reporter): _____

Phone: _____

Email: _____

Name of staff member directly affected, if different from above:_____

Phone: _____ Email:_____

Today's date: _____ Date/time of incident: _____

Name of the student(s) involved: _____

Was anyone injured? (please circle) Yes or No If so, who was injured? Please briefly

describe the injury.

_____

_____

_____

Please briefly describe the incident of dangerous behavior. Where did it occur? What occurred?

_____

_____

_____

_____

Was there property damage?

_____

_____

Were there any witnesses to this event? Names and contact information:

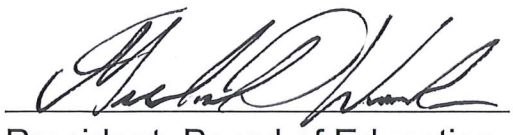
_____

_____

Signature of reporter: _____ Date submitted: _____

Received by: (Administrator) _____ Date received: _____

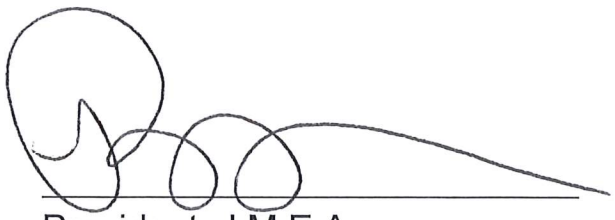
SIGNATURE PAGE



President, Board of Education

6-18-2025

Date



President, J.M.E.A

6-18-2025

Date

Monica Johnson

Secretary, Board of Education

6-18-2025

Date

Negotiations Chairperson, J.M.E.A

6-18-2025

Date