

AGREEMENT

Between

THE BOARD OF EDUCATION

and the

EMPLOYEES REPRESENTED BY

THE BOULDER VALLEY EDUCATION ASSOCIATION

of the

BOULDER VALLEY SCHOOL DISTRICT RE2J

EFFECTIVE DATES:

August 1, 2021 – July 31, 2024

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ARTICLES OF AGREEMENT BETWEEN THE  
BOARD OF EDUCATION AND THE EMPLOYEES  
Represented by the  
BOULDER VALLEY EDUCATION ASSOCIATION  
of the  
BOULDER VALLEY SCHOOL DISTRICT

PREAMBLE

Boulder Valley Education Association recognizes the development and attainment of a quality education is a collaborative responsibility and requires mutual understanding and cooperation among the Boulder Valley School District Board of Education, the District Administration and the Association. The heart of this agreement is centered on reciprocal support and communication. When teachers feel supported and are engaged, the students we teach will be more successful.

Furthermore, we believe that each student is a unique individual who needs a secure, caring, and stimulating atmosphere in which they mature emotionally, intellectually, physically and socially and where they have the opportunity to achieve and succeed academically.

We know that students are more successful when they see themselves at the front of their classroom. Teachers in Boulder Valley School District will provide culturally responsive teaching and honor the dignity of their students, and therefore, it is our goal to promote the hiring and retaining of teachers of color who represent the students they teach.

BVEA, the Board of Education and BVSD have the responsibility to uphold and honor this bargaining agreement. By doing so, the students of BVSD will have equitable access to their education which will generate opportunity.

SECTION A: GENERAL PROVISION

- A-1 **ADHERENCE TO AGREEMENT:** Both parties agree that during the term of this Agreement, adherence to the provisions contained herein will be an obligation and duty of each. There will be no strikes or other individual or concerted action designated to deprive the youth in the schools of services of Unit B employees. Any employee who engages in such actions during the term of this Agreement shall be subject to severe disciplinary action. Such disciplinary action shall be subject to the Grievance Procedure contained in this Agreement, except where applicable the state statute will apply. The Board of Education further agrees that it will not, during the term of the Agreement, officially adopt or implement any condition of employment contrary to the provisions of this Agreement.
- A-2 **SCHOOL BOARD RESPONSIBILITIES:** Except as expressly provided in this Agreement, the determination and administration of school policy, the determination of school curriculum, the operation and management of the schools, the direction of employees are vested exclusively in the Board of Education.

A-3 **EFFECT OF AGREEMENT:** The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment as of August 1, 2021, between the parties hereto which may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in an amendment hereto.

A-3.1 Should any part of this Agreement be declared illegal by a court of competent jurisdiction it shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining portion shall remain in full force and effect for the duration of the Agreement to the extent it is not affected by the deleted portion.

A-4 **SAVINGS CLAUSE:** In the adoption of the Agreement, the parties agree that nothing contained herein is intended to be construed to delegate or limit the powers, duties, discretions, and responsibilities of the Board of Education as prescribed by the Constitution and Laws of the State of Colorado. If any provision of this Agreement, or any application of the Agreement shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law.

Nothing contained herein shall be construed to deny or restrict any rights an employee may have under the laws and Constitution of the State of Colorado and the United States.

A-5 **DEFINITIONS:** “Employee” shall mean for the purpose of this Agreement a person who is a member of Unit B. Unit B shall consist of licensed and/or credentialed teachers, teacher librarians audiologists, occupational therapists, physical therapists, behavior analysts, counselors, psychologists, speech and language specialists, and social workers who are employed in such capacity on at least a half-time contract.

A-5.1 “Probationary employee” means an employee who has not completed three full years of continuous employment and who has not been reemployed for the fourth year as provided under the provisions of the Teacher Employment, Compensation and Dismissal Act.

A-5.2 “Teacher” means any person who holds a teacher’s license and is employed under the provisions of the Teacher Employment, Compensation and Dismissal Act.

A-5.3 “Part-time Teacher” means a teacher who is employed on less than a half-time contract.

A-5.4 **SENIORITY:** Seniority shall be established subject to the following conditions:

- a. An employee’s seniority date shall be defined as the first day an employee worked under his/her/their most recent contract.
- b. An employee maintains his/her/their seniority rights while on an approved leave of absence.

- c. Once a probationary employee receives a regular contract, that employee's seniority shall originate from the date the employee first reported to work, including the time on a limited term or temporary contract, provided service has not been interrupted for more than thirty (30) work days and the employee has been employed for at least a .50 FTE contract.
- d. An employee will not earn seniority credit for the school year in which their overall summative performance evaluation rates the employee as ineffective.

In the event two or more employees have the same seniority date, the date their most recent contract was signed shall govern. Contracts not dated by the employee shall originate from the date the employee first reported for work. If two or more employees still have the same seniority date, seniority will be established by lot.

A seniority list shall be completed by December 31 of the school year. A copy of such list shall be provided to each building in the District and the Association. Annual updating of such list shall be the responsibility of the Human Resources Division.

- A-5.5 For the purposes of this Agreement, those employees assigned to the middle schools are considered to be assigned to secondary schools.
- A-6 RECOGNITION: Members of Unit B have the right to elect an organization to represent them in negotiations with the Board of Education on matters pertaining to salaries, hours, terms and conditions of employment, processing of alleged grievances, and on matters which both parties agree are proper subjects for negotiations.
  - A-6.1 The Board of Education hereby reaffirms recognition of the Boulder Valley Education Association as the exclusive representative of the members of Unit B for the effective dates of this Agreement and for such additional periods of time as its recognition may be extended under the policies and procedures of the Board of Education. All rights and privileges granted the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.
- A-7 A Labor/Management Team, consisting of the BVEA President, Vice President, and UniServ Director and the BVSD Superintendent, Assistant Superintendent of Human Resources, and another BVSD administrator designated by the Superintendent, will meet regularly to discuss and resolve issues that exceed the scope of weekly BVEA/HR meetings. The Labor/Management Team will also consider proposals from various collaborative BVEA/BVSD groups about changes to policy or practice and will recommend to BVEA and BVSD appropriate actions.
- A-8 ELECTION PROCEDURES: The election procedures of the Board of Education for the purpose of determining the appropriate representative of Unit B and other units is stated in Board policy HG.

## SECTION B: NEGOTIATIONS PROCEDURE

- B-1 SCOPE: The Board of Education, the Superintendent, or their designees, will meet with Unit B representatives to negotiate and reach agreements on matters pertaining to salaries, hours, terms and conditions of employment, procedures for the processing of alleged grievances, and on other matters which both parties agree are proper subjects for negotiations.
- B-1.1 BVEA and the District agree that consensus bargaining is the agreed upon model for negotiations.
- B-2 REPRESENTATION AND LOGISITICS OF NEGOTIATIONS: At the time of request for negotiations, the initiating party shall identify not more than eight (8) persons who shall negotiate pursuant to the provisions of the Agreement. When responding to such request the recipient shall also identify not more than eight (8) representatives. Either party may, if it so desires, use the services of outside consultants and may call up on proper representatives to participate in negotiations. When such meetings are held during school time, a maximum of five (5) Association negotiators shall receive pay from the District for such time lost. Other Association negotiators' time will be charged against BVEA days.
- B-2.1 Both parties shall negotiate in good faith and in timely fashion.
- B-3 INITIATION: A written request for negotiations shall be submitted by the party(ies) desiring negotiations no later than the 1<sup>st</sup> day of January.
- B-3.1 Within ten (10) working days following the receipt of request for negotiations, the recipients shall make written acknowledgement of the request.
- B-4 PROCEDURES: The parties will meet to present proposals for negotiations no later than February 1st.
- B-5 MEETINGS: Whenever the district anticipates that a meeting involving BVEA representatives will be subject to the open meetings law, the district will convene a meeting of the Labor/Management Committee and discuss the posting of the proposed meeting, the role of the public participants at the proposed meeting, if any, and such other norms and expectations as may be necessary to ensure that a professional and productive, collaborative environment is maintained.
- B-5.1 During negotiations the issue for change of either party may be modified or added to. Those sections of the Agreement which had no proposal for change by either party may also be deleted or modified.
- B-5.2 During negotiations, unilateral communications from the Board or administrators to Unit B members or from Unit B members to the Board or administration shall be limited to matters concerning normal conduct of District affairs. This does not preclude bilateral communication between Board

members, District administrators and Association leadership on matters under negotiations.

- B-5.3 The above stated procedures do not prohibit additional negotiations when the two parties mutually agree.
  - B-5.4 Tentative agreements reached during negotiations, including mediation or fact-finding, shall be reduced to writing, dated and initialed by both parties. Agreement on any matter in negotiations is reached only when the parties have tentative agreement on all matters in negotiations, subject to ratification by both parties.
  - B-5.5 Association requests for records, lists, or other data should be addressed to the Assistant Superintendent of Human Resources with a copy to the Superintendent. Association requests will be limited to the President of BVEA, the UniServ Director, and the Chairperson of the BVEA Negotiating Committee. The Assistant Superintendent of Human Resources shall respond to the request within five (5) school days in writing, either supplying the requested information or indicating how the information may be obtained and suggesting a time and procedure.
- B-6.1 **PROCEDURE FOR IMPASSE:** In the event that tentative agreement cannot be reached on all items under negotiation by the negotiation teams, or negotiations have not been concluded by April 15th, unless extended by written mutual consent, an impasse shall exist, and the following procedure shall be followed:
- B-6.1.1 Mediation: The issues in dispute shall be submitted to a mediator for the purpose of inducing the Board and the Association to make a voluntary agreement.
  - B-6.1.2 Unless both sides agree otherwise, the Board and the Association shall, within five (5) days of the declaration of impasse, submit a written request for a mediator to the American Arbitration Association.
  - B-6.1.3 The request to the American Arbitration Association shall ask that a list of five (5) qualified mediators be submitted to the Board and the Association.
  - B-6.1.4 The mediator shall be selected by the Board and the Association five (5) business days after receipt of the names of mediators. The procedure shall be (unless mutually agreed otherwise) for each party to alternately strike names from the list until only one (1) name remains. This person shall then be asked to mediate the dispute. The party striking first shall be determined by lot. If the mediator declines to accept, the last two names stricken from the list shall be sent to the American Arbitration Association with the request to select the mediator from between the two.
  - B-6.1.5 The form, dates and times of meetings shall be arranged by the mediator.

- B-6.1.6 The mediator shall meet with representatives of the Board and the Association either separately or together.
- B-6.1.7 If mediation fails in whole or in part, the mediator shall report the issues that remain in dispute to the Board and the Association.
- B-6.1.8 The cost for services of the mediator or the A.A.A., including per diem expenses, if any, and necessary and actual travel expenses, shall be shared equally by the Board and the Association.
- B-6.2 Fact-Finding: If the mediation procedure described above has failed to bring about agreement on all issues, either party acting through their representative may request in writing that the issues which remain in dispute be submitted to an advisory fact-finder. Unless the parties agree otherwise, the method of selection of the fact-finder shall be the same as that for the selection of a mediator as described in Section B-6.1.1 through B-6.1.4. Prior to either party agreeing to fact-finding, the parties will hold a pre-hearing conference with the fact-finder to determine the process and the issues.
- B-6.2.1 The fact-finder will have authority to hold meetings and confer with any parties deemed advisable in seeking to uncover pertinent facts, but he/she/they will not have authority to incur any costs other than his/her/their own fee without prior agreement of the Board and the Association.
- B-6.2.2 The fact-finder shall provide a written report to the two parties within thirty (30) calendar days after the hearings have commenced.
- B-6.2.3 Representatives of the Association and the Board shall meet within five (5) days after receiving the recommendations of the fact-finder to review and clarify the recommendations. The parties may agree to amend the recommendations at this meeting.
- B-6.2.4 The recommendations of the fact-finder and any tentative agreements reached prior to fact-finding shall be submitted to the Association and the Board for action, unless the parties have previously agreed to amend the recommendations in the meeting described in B-6.2.3 above. In such cases, the amended report will be submitted along with the tentative agreements for the ratification vote.
- B-6.2.5 All costs incurred in the above process are to be shared equally by the Board and the Association.
- B-6.2.6 Nothing herein shall preclude the parties from agreeing to combine the mediation and fact-finding processes under one neutral.
- B-7 **ADOPTION AND RATIFICATION OF AGREEMENT**: tentative agreements reached as a result of negotiations (including mediation and fact-finding) shall be reduced to writing and presented to the Association membership for ratification. The Association

shall have fifteen (15) working days, exclusive of June 5<sup>th</sup> through September 5<sup>th</sup>, from the date that the tentative agreement has been presented in which to file a written statement accepting or rejecting the Agreement. Absence of written statement within this allowed time shall constitute ratification. Following such ratification, this Agreement shall be presented to the Board for its ratification.

B-7.1 The Board of Education shall, after public hearing, as required by law, submit to the appropriate tax levying body a request for such funds as shall be sufficient to fund the proposed operating budget. Final approval of this Agreement is contingent upon the adoption of a budget by the Boulder Valley Public Schools in compliance with the School District Budget Law and the appropriations therein of sufficient funds to meet the financial obligations contained in this Agreement. However, approval of this Agreement by the Board indicates that they intend to appropriate adequate funds to implement all provisions of the Agreement. It is expressly understood, however, that submission of the budget to referendum is the sole prerogative of the Board. Following the adoption of such budget and after the negotiated agreements are adopted by the Board, said agreements shall be entered as an addendum to the policies of the District.

B-8 INTERIM NEGOTIATIONS: It is recognized by the Board of Education and the Association that all situations and developments could not be anticipated at the time this Agreement was negotiated. Change(s) in the Agreement during its effective dates may be negotiated when the parties mutually agree that proposed change(s) are necessary. If as a result of such negotiations, agreement is reached on proposed change(s), such change(s) will be presented to the Association's Board of Directors and the Board of Education for ratification. If both parties ratify the proposed change(s), such change(s) will be signed by the Board and Association presidents and will become amendment(s) to the existing Agreement. If the issue(s) under consideration in interim negotiations cannot be resolved, the issue(s) may become topics for the next negotiations.

#### SECTION C: DUTIES OF THE EMPLOYEE

C-1 PROFESSIONAL DUTIES: State Statutes, found in Colorado Education Law, define certain requirements and responsibilities for both employees and Boards of Education.

C-1.1 The employee's individual contract concerns matters needing understanding between the Board and an individual before entering into the mutual commitment of employment.

C-1.2 The District Handbook of Bylaws, Policies and Procedures define most operational matters for Unit B employees. Duties of the employee include pupil registration, attendance-keeping and record keeping, pupil discipline, reporting to parents, supervision of pupils, and the request for, care of, and accounting for instructional materials and equipment.

C-1.3 If there is an inconsistency between an individual contract and this Agreement

on a matter concerning hours, terms and conditions of employment, this Agreement shall govern.

- C-1.4 This Agreement defines terms and conditions of employment that apply to all members of Unit B.
- C-1.5 No conflict between the individual contract, administrative procedures, Board policies and the Agreement is intended. In cases where conflict may arise, such will be rectified.
- C-2 **BOARD POLICIES:** The policies of the Board of Education are recognized as being of vital concern to employees affected by them. Consequently, for actions concerning policies not covered in this Agreement, which affect employees in Unit B, the administration shall inform the Association at a reasonable time prior to the initiation of such change, in order to provide for consultation with organizations members.
- C-3 **CONTRACT YEAR:** The contract year for members of Unit B covered by the BVEA Salary Schedule shall consist of 186 scheduled days of which 176 days are scheduled teaching days.

Five and one-half (5 ½ ) teacher preparation/teacher work days: one and one-half (1 ½ ) days before students start school, one (1) day at mid-year at the end of the first semester and one (1) day at the end of the school year. The other four (4) half days are to be scheduled by the building on already established Professional Development days in the Board of Education adopted calendar.

The five and one-half (5 ½ ) teacher preparation/teacher work days will be used solely for teacher preparation and will not include any duties listed under Professional Development Days unless agreed upon by the building teachers and the principal through the shared decision making model in the building.

Four and one-half (4 ½ ) Professional Development Days: one and one half (1 ½ ) days will be designated by the District for activities such as in-service training and orientation. The other three (3) days will be designated by the school principal in collaboration with building teachers. Through shared decision making, buildings may be flexible beyond half and whole day increments in the distribution of the total time available during these four and one-half (4 ½ ) days

- C-3.1 As determined by the District, effective August, 2012 new employees may be required to work up to two and one half (2 ½) additional days prior to the start of the contract year without additional compensation. Effective August 2013, new employees may be required to work up to five (5) additional days without additional compensation of which two and one half (2 ½) of these days will be individual teacher directed time in their building.
- C-4 **SCHOOL CALENDAR:** A tentative school calendar shall be developed by administrators and Association members for the academic year and shall be presented to the Board no later than January 10. At the meeting in February, the Board shall formally



adopt this calendar or set a specific date of adoption of this or any revised calendar. The Board shall provide BVEA with a copy of any revised calendar at least one month prior to adoption and the Association will have the opportunity at the next meeting to offer opinions, preferences and objections.

C-5 TEACHING HOURS AND TEACHING LOAD: Employees shall be on duty in their respective buildings 37 ½ hours per week as arranged by the principal in cooperation with the faculty. The 37 ½ hours per week shall be inclusive of (a) duty-free planning time, (b) necessary travel time attributed directly to teaching schedule and (c) at least a 30 minute guaranteed daily, duty-free, lunch period. The work week will be 40 hours per week, including 2.5 hours of individual teacher directed time.

C-5.1 A minimum of 4 ½ hours of duty-free planning time will be provided per week. Every reasonable effort will be made to provide planning periods of meaningful length of 30 minutes.

C-5.1.1 Every effort shall be made to examine solutions within the school day that would provide educators with resources, such as substitutes or other compensation, to attend required meetings while minimizing impact on the 4 1/2 hours of duty-free planning time. Avenues to address this issue should be established with building administration, through the FAC, or a BVEA representative.

C-5.2 For those school activities which occur outside the school day, and which require the presence of an employee(s), an equitable master schedule, developed using the building's shared decision making model, will be posted by September 30. Any additions or changes must be agreed upon through shared decision making.

C-5.3 Extra duty and other special assignments for which the employee receives extra remuneration shall be in addition to the 40 hour week.

C-5.4 Employees may leave the building during their lunch period but must advise the office of their intention to be absent.

C-5.5 SENIOR HIGH: Grades 9-12 In high schools, an employee will be assigned no more than the equivalent of five instructional periods. An employee will be considered full-time if assigned to five teaching periods between a middle level school (inclusive of K-8 schools grades 6-8) and a senior high school. In all secondary schools, additional duty time needed during the school day to carry out Board approved programs and to maintain safety, order and welfare of the students, or for special programs developed by the faculty, will be equitably shared by the faculty members of the respective building as these needs arise and will be agreed upon through shared decision making at the building before additional duty time is assigned.

Employees who volunteer and are approved to teach more than the five (5) instructional periods will be compensated at the rate of 0.2 FTE for each instructional period over five (5).

MIDDLE LEVEL: Grades 6-8 in the middle schools an employee will be assigned no more than six periods of instruction per day inclusive of study halls. The District and Association representatives agreed that effective August 2011, if a school chooses to offer a middle level advisory or similar support program, teachers participating in the program who are exceeding their six periods of instruction per day should be compensated at in-service rate for the time they are working directly with students in an advisory or other support class. An employee will be considered full-time if assigned to five teaching periods between a middle level school (inclusive of K-8 schools grades 6-8) and a senior high school. In all secondary schools, additional duty time needed during the school day to carry out Board approved programs and to maintain safety, order and welfare of the students, or for special programs developed by the faculty, will be equitably shared by the faculty members of the respective building as these needs arise and will be agreed upon through shared decision making at the building before additional duty time is assigned.

Employees who volunteer and are approved to teach more than the six (6) instructional periods will be compensated at the rate of 0.17 FTE for each instructional period over six (6).

- C-5.6 Except in unique circumstances, regular classroom employees will not be required to remain with their classes when the classes are under the supervision of music, art or physical education specialist.
- C-5.7 An employee will not be required to serve on more than one uncompensated committee. For this purpose, a committee is defined as a group that meets regularly outside the school day once per month or more during any one school year for more than 1 hour at a time. If a committee is to exceed these parameters it will be agreed upon through shared decision making at the building.
- C-5.8 Counselors will have a caseload not greater than 350 students at the middle school level and 450 students at the high school level.
- C-5.9 CLASSLOAD: Regardless of class size at any level, nothing precludes a teacher from requesting a review of the impact of high needs students in a given class. The principal or designee shall meet with the affected employee, and may use the building level student support process. Every reasonable effort shall be made to grant assistance to such teacher. Examples include, but are not limited to: paraeducator time, additional materials, clerical assistance, release duty time, consultation and professional development, additional support to high needs students, reallocation of class size or class load. Should recommended resources for assistance not be available at the building level, the appropriate District administrator shall meet with the affected employee and the building

principal to determine what assistance, if any, will be provided.

C-6 ELEMENTARY CLASS SIZE: K-5 Grade Class Size: It is the goal of the School District to limit the size of

- Grades kindergarten and first to a maximum of 26 pupils
- Grades 2 and 3 to a maximum of 29 pupils
- Grades 4 and 5 to a maximum of 31 pupils.

When it is necessary to combine the aforementioned grades, the class size goal will be reduced by two with the lowest grade level used as the guideline. The District will make every reasonable effort to meet these goals by adjusting classes within the building, the principal shall meet with the affected employee, and every reasonable effort shall be made to grant assistance to such teacher through reallocations of building resources (e.g. paraeducator time, additional materials, clerical assistance, and/or release duty time). Should such resources for assistance not be available at the building level, the appropriate District administrator shall meet with the affected employee and the building principal to determine what assistance, if any, will be provided.

C-6.1 Students who receive special education services will have an IEP. The IEP is collaboratively developed by the IEP Team, who will determine the appropriate programming. The IEP Team will include general educators, parents, and special education personnel. The regular classroom employee will have access to IEP information and will determine, in collaboration with special education staff what additional assistance, if any, is required in terms of the child's successful inclusion. Assistance for special education students in the general classroom may include consultative services, instruction support, and possibly team teaching from special education personnel. The special education case managers will be responsible for overseeing the implementation of the IEP and monitoring student progress on the IEP. Concerns regarding the student's IEP will be addressed through the IEP review process.

C-6.2 When children from the regular classroom are taught by a special education teacher outside the general classroom, the classroom teacher and special education teacher will collaborate and parents will be appraised of and give prior approval to this service.

C-6.3 When non-English speaking children are placed in regular classrooms, the employee may request, through the principal, assistance from available District resources.

C-6.4 Upon request, the appropriate District administrator will meet with the employees involved and the principal to assist in resolving any difficulties or problems that arise.

C-7 SECONDARY STUDENT LOAD

C-7.1 SENIOR HIGH: Grades 9-12 in all senior level teaching assignments, except

physical education and music, every reasonable effort shall be made so that the total load shall not exceed a maximum of 775 students per week exclusive of study hall. The 775 students per week will apply on a pro-rated basis to health classes. This does not preclude an employee from requesting an additional load beyond the maximum stated above.

C-7.1.1 Integration of students with disabilities in the secondary classes shall be accomplished as per the provisions contained in C-6.1, 2, 3, and 4.

C-7.2 MIDDLE LEVEL: Grades 6-8 in all middle level teaching assignments, except physical education and music, every reasonable effort shall be made so that the total load shall not exceed a maximum of 775 students per week exclusive of study hall. The 775 students per week will apply on a pro-rated basis to health classes. This does not preclude an employee from requesting an additional load beyond the maximum stated above.

C-7.2.1 Integration of students with disabilities in the secondary classes shall be accomplished as per the provisions contained in C-6.2, 3, 4, and 5.

#### C-8 GRADE REPORTING DEADLINES:

C-8.1 GRADING PERIODS DURING SCHOOL YEAR: There shall be a minimum of three teaching days between the end of the grading period and the deadline for submitting grade reports at the building level.

C-8.2 END OF YEAR GRADING PERIOD: In the event that one full day or its equivalent of released time is not made available to employees during the final three days of the school year, grade reports will be submitted no later than three business days (Monday through Friday, not including official holidays) after the end of the grading period.

C-9 PARAEDUCATORS: The Board reaffirms the important role paraeducators play in assisting the faculty in the educational program of the District. It further agrees to provide paraeducators in both the elementary and secondary schools as determined by sound educational and staffing requirements. Priority for paraeducators time will be given: (1) to relieve class overloads, (2) to staffing of resource centers, and (3) to meet unique and/or unusual needs of a particular school as those needs arise. Allocation of paraeducator hours at the building level shall be made through the shared decision making process.

C-10 DEPARTMENT CHAIRPERSONS AND TEAM LEADERS: Funds will be allocated to secondary buildings to provide released time and/or compensation for staff members who are asked to assume substantive non-classroom duties as determined through the shared decision making process.

If department chairpersons and/or team leaders are appointed with the traditional role definitions and expectations, the rates in Section E-13 shall apply. For other leadership

responsibilities, compensation shall be determined through shared decision making.

- C-11 **STAFF MEETINGS:** Regular building staff meetings shall be scheduled as needed on Thursday's. These meetings may include staff development, team meetings, committees and administration meetings and are not to exceed 60 minutes in duration per week, unless there is a collaborative agreement to meet beyond the 60 minute per week. Either party may request facilitation if a collaborative agreement cannot be reached through shared decision making. Staff and administration will collaboratively meet to plan the time for committees and meetings at the beginning of the school year or at the end of the school year. An annual review of the effectiveness and efficiency of the committees and meetings will be done jointly with staff and administration.

Announcements, including major topics, shall be made at least 24 hours in advance of the meeting. Special meetings may be called by the principal to deal with emergencies but such meetings shall be kept to a minimum and shall deal with only those emergency items for which the meeting was called. Every effort shall be made to keep all meetings as short as possible; furthermore, if these are items that are only informational and can be communicated through email, the meeting shall be cancelled. Employees are required to attend staff meetings unless excused by the principal. For those staff unable to attend regularly scheduled faculty meetings, the Principal may choose to schedule a makeup meeting.

- C-12 **ADDITIONAL REQUIREMENTS: Pre-School Sessions:** Each employee is to attend the pre-school session for all employees. Each employee is to attend the appropriate grade or departmental meetings and building faculty meetings.

C-12.1 **First Aid:** First aid policies shall be as stipulated by the Board of Education policy adopted August 23, 1976.

- C-13 **CLASSROOM COVERAGE:** When vacancies in the classroom occur, and where it is not practical to secure a substitute, the principal will make every effort to ask appropriate volunteers to cover the vacancy. If no volunteer surfaces in a timely fashion, the principal may assign an employee to cover the vacancy. If such an assignment is made by the principal, the employee will be entitled to compensation at curriculum rate for lost plan time and/or duty free lunch. (See Section E-4)

C-13.1 The above does not preclude voluntary arrangements between employees as approved by the building principal. There shall be no extra pay for these voluntary arrangements.

C-13.2 **Absences at the Request of Administration:** Employee absences, which are created by the school administration, will be covered by substitutes. When it is not possible to provide a substitute, the absence will be covered as indicated in "classroom vacancies" above.

- C-14 **STUDENT DISCIPLINE:** When administering pupil discipline, employees are required to exercise appropriate judgment and control. The employee may restrain the pupil until

other action may be taken or the employee may refer a pupil to the school office. The pupil will not be returned to class during the same class period at the secondary level and within approximately thirty (30) minutes of the referral at the elementary level. This requirement may be deemed inapplicable for subsequent referrals of the same student, or another student for the same offense, only after a conference has been held between the appropriate superior and the employee regarding future expectations for disciplinary action in these situations. The employee will be notified of any disciplinary action, or lack thereof, taken with regard to the pupil referred and the reason(s) for such.

C-14.1 In the event the employee has concern over the decision of the principal or designee, he/she/they may request a meeting with a representative of the Association and the principal or designee. If the issue remains unresolved, the employee may request a meeting with a representative of the Association and the appropriate District administrator or designee.

C-15 USE OF PHYSICAL FORCE: An employee may use reasonable and appropriate physical force upon a minor when and to the extent it is necessary and appropriate to maintain discipline or promote the welfare of the minor.

C-15.1 When it is necessary for the employee to be absent from normal duties to participate in parent conferences or meetings with other appropriate agencies, or to consult with an attorney regarding defense of assault charges when it cannot be done outside the teaching day, as a result of or arising out of the application of physical force as set forth in C-15, and provided that such absence is necessitated as a result of performing his/her/their duties, and not caused by his/her/their own negligence, the employee shall not suffer a loss of pay for the period of such absence, on account of such absence.

C-15.2 The Board may reimburse an employee for the cost in excess of insurance benefits received for medical, surgical, or hospital services incurred as a direct result of injury sustained in the course of his/her/their employment if recommended by the Superintendent, but may not reimburse for consequential damages or aggravation of pre-existing injuries and shall not exceed the amount of his/her/their current salary.

C-15.3 Employees shall make every attempt to report as soon as possible, but no later than the following morning, cases concerning C-15 to their principal, or in his/her/their absence, some other District administrator.

C-16 LEGAL COUNSEL: The Board shall provide legal counsel of its selection, if recommended by the Superintendent to employees in actions arising out of disciplinary action involving a pupil of the School District while in the proper discharge of duties within the scope of his/her/their employment.

C-16.1 Employees shall make every attempt to report as soon as possible, but no later than the following morning, cases concerning C-15 to their principal, or in his/her/their absence, some other District administrator.

C-17 TRANSPORTATION OF STUDENTS: Employees shall not be required to transport pupils to activities which take place away from the school building.

C-18 ASSIGNMENT OF SPECIALISTS

C-18.1 Special Education

If a special education employee believes and/or has evidence that the size and/or composition of his/her/their caseload is not consistent with sound and safe educational practices, he/she/they will request a meeting with the building principal and/or a designated special education director to review the situation. When requested the building administrator and/or designated special education director shall convene a meeting within ten 10 working days. The review will consist of consultation and collaboration between the special education employee and the building administrator and/or special education director to find a timely solution. Possible solutions could include compensation for additional workload, paraprofessional support to address increased student needs, release time for additional special education paperwork, additional planning time for progress monitoring, hired assistants for specialists and/or an increase in FTE to cover the additional caseload. These solutions are not exhaustive of other mutually agreed upon means to address caseload. If a mutually agreed upon solution is not reached by the building administration and/or designated special education director within five (5) working days following the meeting request for assistance can be made to BVEA and/or HRD.

The District will make every reasonable effort to meet the following IEP special education caseload guidelines.

OT/PT	1:50
PSY/SW	to be reviewed in 2023 based on MOU language
SLP	1:43 Elementary/1:46 Secondary
Resource	1:21 Elementary/1:25 Middle/High School
Multi-intensive	1:10 All levels
ILC – Multi/Autism	1:10 All levels
ICAN	1:10 Elementary/Middle School/1:15 High School
Day Treatment	1:8
BCBA	1:3 ILC classrooms
ECSE	1:7
ECSE ILC	1:10 (1:5 AM and 1:5 PM)

(BVSD ECSE model of 1:5 students with IEPs per preschool a.m. or p.m. session, with 1:7 inclusive of mid year eligibility)

If no agreement is reached to relieve the situation within five (5) days, the issue will be taken to the Designated Director of Special Education who will review

the caseload using the appropriate formula as well as other factors and will inform the employee of his/her/their decision in writing within ten (10) working days. If the special education employee continues to have concerns, a request for assistance can be made to BVEA and HRD.

C-18.2 Teacher Librarians

If a Teacher Librarian believes that the staffing in his/her/their building library media center is not adequate to provide sufficient educational services, he/she/they will meet with the building principal to review the situation. Every reasonable effort will be made to come to a mutual agreement to satisfy the situation. If no agreement is reached to relieve the situation within five (5) days, the issue will be taken to the Assistant Superintendent who will inform the employee of his/her/their decision in writing within ten (10) work days.

BVEA and BVSD will continue to promote the adoption of the proposed Teacher Librarian Key Indicators to ensure a reasonable workload for teacher librarians who are less than 1.0 FTE. The school principal and teacher librarian will meet no later than September 1 and agree to a reasonable workload as per the library guidelines, when less than 1.0 FTE

C-18.3 Elementary Specialist Assignments

Art, music and physical education classes at the elementary level will be built on an ABC rotating schedule. A maximum of 975 instructional minutes (50 minutes of instruction per class, including a 5 minute transition time between classes), per 3 day rotation, will be considered a full time assignment or 1.0 FTE. This is based on a seven (7) hour school day and assumes full day kindergarten sections. If assigned specialist class time is less than 975 minutes, the specialist will receive additional instructional assignments, from a menu of activities developed by the respective Curriculum Council or equivalent decision making body.

FTE will be calculated in the following manner:

Number of Sections	FTE	Instructional Minutes 7 hour day	Instructional Minutes < 7 hour day
0.5 - 6.5 sections	$0.0556 \times \#$ of sections	55 minutes (50 instructional + 5 passing) $\times \#$ of sections	50 minutes (45 instructional + 5 passing) $\times \#$ of sections
7.0 - 9.0 sections	0.5 FTE	485	440
10.0 - 12.0 sections	0.667 FTE	650	590
13.0 - 15.0 sections	0.834 FTE	810	735
16.0 - 18.0 sections	1.0 FTE	975	885



Multiple School Assignments: When elementary Art, Music and P.E. specialists are assigned to more than one location during a school day, a section (.0556 FTE) will be allocated for travel between schools. The additional allocation will cover transitions, travel time, and the additional time required to work at more than one location. If the additional allocation for transitions, travel time and the additional time required to work at more than one location is insufficient, they may request additional time from the Human Resources Department.

For Elementary Instrumental Music, every reasonable effort shall be made so that the total in a section shall not exceed 33 students. An Assist (a licensed music teacher to co-teach) may be provided once a class exceeds this maximum.

#### C-18.4 Secondary Music and Physical Education Assignments

In all secondary level Music teaching assignments, every reasonable effort shall be made so that the total load shall not exceed a maximum of 1000 students per week exclusive of study hall, and the number of students in a section shall not exceed those caps stated below. This does not preclude an employee from requesting an additional load beyond the total or section maximums.

Class sections are capped as follows:

High School Instrumental Music = 52 students  
High School Choir = 60 students  
Middle School Instrumental Music = 40 students  
Middle School Choir = 45 students

Additional FTE for an Assist (a licensed music teacher to co-teach) or another class section may be provided when the number of students in a class exceeds these caps.

In all secondary level Physical Education teaching assignments, every reasonable effort shall be made so that the total load shall not exceed a maximum of 1000 students per week exclusive of study hall. This does not preclude an employee from requesting an additional load beyond the maximum stated above. Additional FTE for a co-teacher or another class section will be provided when the number of students in a class exceeds 45.

#### C-19 STAFFING

The District agrees to provide the Association a copy of the Elementary and Secondary staffing appeals document in the fall and as it is updated throughout the school year.

Any spring updates will be provided upon request. These documents will include a separate column identifying denials and the reason for such denial.

## C-20 ASSESSMENT

The District and the Association agree that the primary responsibility of teachers is to provide instruction. As soon as a list of required State or Federal assessments have been released, the staff will design and/or agree upon a testing schedule using the building shared decision making model. If district level tests are needed for a specific and valid reason, including the adoption of new curriculum, these shall be agreed upon through shared decision making by the District Assessment Team (DAT). The Team shall be comprised of ten (10) members of Unit B and six (6) administrators as follows: one elementary, one middle, and one high school general education teacher; one elementary, one middle, and one high school special education teacher; one literacy TOSA; one math TOSA; one special education TOSA; a BVEA officer or designee; one elementary administrator; one middle level administrator; one K-8 administrator; one high school administrator; one central office administrator; and the Superintendent or designee. This representation must include teachers of emerging bilinguals and must be representative of a variety of schools. IT consultation may be included for the implementation of and data entry and retrieval for these assessments. All Unit B members of this committee will be BVEA members.

C-20.1 The District Assessment Team will be co-chaired by the BVEA officer (or designee) and an administrator.

C-20.2 For any assessments approved by the DAT, consideration shall be given to the amount of time to administer, score, and enter data, and the technology needed for the assessment.

C-20.3 Any teacher who feels unduly burdened with assessments may call for a review of the time devoted to all aspects of the testing. This review will begin with building level administrators. Possible compensation could be in the form of release days or curriculum pay. If the teacher continues to have concerns, a request for assistance can be made to BVEA and HRD.

## C-21 ENGLISH AS A SECOND LANGUAGE

Only employees in a leadership role (i.e., ESL Coordinators, TOSAs, Deans, Department Chairs, and Counselors) will be required to ask parents to waive out of ESL.

## C-22 OPENING, CLOSING AND REORGANIZATING SCHOOLS

In the event that the Board of Education decides to open, close or reorganize any school within the District, Human Resources will collaborate with Unit B leadership to address

the interests of affected teachers. This collaboration will take place in as timely a manner as possible.

#### C-23 ASSESSMENT

The district will hold assessment information electronically to be printed out at the building level as available. Rosters for schools, classes and individual students will be available at each school as availability permits.

#### C-24 TECHNOLOGY

The district will coordinate a mixed ability and mixed level voluntary users group of teachers and district administrator to continue the discussion about the effective use of technology. This group will foster communication and provide two-way dialogue as the school district works to increase efficiency in technology use and examine streamlining paperwork into the future.

#### C-25 SPECIAL EDUCATION

Special Education staff will not be required to head up 504 teams or manage 504 accommodations for non-special education students. Special Education staff will not be required to maintain individual MTSS plans or READ plans but are welcome to collaborate with the general educator.

MTSS is a general education responsibility and initiative, but oftentimes specialists can be experts in offering interventions. School Psychologists and social workers will serve as the bridge between MTSS and special education through process collaboration and consultation with the MTSS team.

#### C-26 PROPERTY PROTECTION/EMPLOYEE RESPONSIBILITY FOR FUNDS

1. The district will make a reasonable effort to provide a safe and convenient place for employees to deposit personal property in each school.
2. A total of \$5,000 per semester will be proportionally available for these provisions. Distribution of claims will take place within 30 calendar days from the end of each semester.
  - a. In the event a teacher, while acting in the scope of his/her/their employment, has his/her/their clothing or other personal property damaged or destroyed, as a result of an attack, assault, menace, vandalism, or pupil supervision problem, the District will reimburse the teacher the cost of repair or reasonable replacement up to
  - b. \$500 or the insurance deductible, whichever is less, of such property.
  - c. Given prudent and responsible handling, the District will reimburse/replace for wallets/purses, outer-wear and briefcases which are stolen while on school grounds up to \$500 or the insurance deductible, whichever is less.

- d. Given prudent and responsible handling, the District will reimburse/replace for stolen or damaged personal property used for instructional purposes at school with prior documentation and approval up to \$500 or the insurance deductible, whichever is less.
  - e. The district will pay up to \$500 or the insurance deductible, whichever is less, for automobile damages because of theft or vandalism provided the automobile was on school grounds and the employee was acting within the scope of his/her/their employment.
  - f. In order for the District to reimburse the teacher for losses as outlined in the above sections, the teacher must a) submit a written request within ten (10) days of the incident; b) the District deems the request of the teacher to be meritorious.
  - g. To be reimbursed for property loss, the teacher must complete the REIMBURSEMENT REQUEST FORM and attach copies of the teacher's insurance declaration sheet, police report in cases of theft and/or serious vandalism and/or principal's report when appropriate. The completed form and attachments shall be submitted to the district office within ten (10) days of the incident.
3. Whenever an employee is assigned by the District the responsibility of handling funds and follows the established District/school procedures the Board shall provide theft of money coverage for that individual.

C-27 **NONPROFESSIONAL DUTIES:** The District agrees that the primary responsibility of teachers is to provide instruction. Whenever a building administrator anticipates the need for assigning teachers to other duties during the 40 hour work week such as before and after school, bus and playground supervision, and/or hallway monitoring, the administrator and the teachers must agree upon a plan and schedule through the shared decision making model at the building. The administration and faculty will problem-solve in order to minimize the impact on instruction and will explore the use of other building resources and volunteers (as appropriate) to meet the need. Such duties will be equitably assigned within the building. An equitable master schedule, developed using the building's shared decision making model, will be posted by September 30. Any additions or changes must be agreed upon through the shared decision making.

In the absence of an emergency situation, teachers will not be assigned to perform duties typically performed by custodians, campus monitors, or food service employees. In the event that the faculty and the building administration cannot agree to a resolution, either party may contact HRD or BVEA to provide additional facilitation.

C-28 **STAFF FEEDBACK OF BUILDING ADMINISTRATION:** To maintain highly effective schools, to provide meaningful input into shared decision making, and to increase communication between Unit B employees and administration, the BVEA and the BVSD have agreed to implement an annual building survey.

- 1. The TLCC Colorado online survey shall be administered every other year to all staff members and will be administered in the spring semester during a

scheduled staff meeting.

2. In non-TLCC years, each building shall develop a customized online survey created through a shared decision making process that will meet the following criteria:
  - a. Is aligned with the BVSD Mission, Vision and Goals as well as the BVSD Educator Effectiveness Principal Standards
  - b. Is no more than 10 (ten) questions
  - c. Survey questions are identified no later than October 31
  - d. Survey will be administered no later than March 10 during a scheduled staff meeting
3. Results from the TLCC Colorado, BVSD online survey, and other district surveys will be used to support building goals in a collaborative manner

#### SECTION D: EMPLOYMENT

- D-1 **NON-DISCRIMINATION:** The School Board and the Association reaffirm that there shall be no discrimination against any employee because of race, age, marital status, creed, color, sex, national origin, sexual orientation and disability, or participation in any professional educational organization.
- D-2 **HEALTH EXAMINATION:** A special health examination may be required whenever a physical or mental condition interferes, or appears likely to interfere, with the health and safety of other employees or pupils or the education of pupils. An employee may also be required to have a written report from a qualified physician showing that he/she/they is physically capable of doing the work required of his/her/their position. The costs of these special health exams shall be paid by the District.
- D-3 **EMPLOYMENT STATUS:** Each year of the first three years of employment is considered a probationary year in the Boulder Valley Schools. During such three years, the probationary employee shall be given constructive leadership and guidance by the administrative and supervisory staff.
- D-3.1 No later than May 15<sup>th</sup>, the principal shall advise the probationary employee on a regular contract of his/her/their intent to recommend to the Board of Education renewal or nonrenewal of the probationary employee's contract.
- D-3.2 A probationary employee employed by the School District on a regular contract shall be deemed to be re-employed for the succeeding academic year at the salary which he/she/they would be entitled to receive under the appropriate salary schedule unless the Board shall cause written notice to the contrary to be given to said employee on or before June 1 of the academic year during which said probationary employee is employed.
- D-4 The Board of Education appropriate policy concerning employment, dismissal, termination, and non-renewals of employees shall be in accordance with state law.

D-5 EVALUATION PURPOSES: Consistent with the state law the purposes of the evaluation system shall be to ensure that all licensed personnel are evaluated using multiple, fair, transparent, timely, rigorous, and valid methods; ensure that all licensed personnel receive adequate feedback and professional development support to provide them a meaningful opportunity to improve their effectiveness; provide a basis for the improvement of instruction; enhance implementation of programs of curriculum; provide for the measurement of satisfactory performance for individual licensed personnel and serve as documentation for unsatisfactory performance; serve as a measurement of the professional growth and development of licensed personnel; and, to ensure that all licensed personnel are provided the means to share effective practices with other teachers throughout the state.

The parties agree that the evaluation system is a process that:

- a. Is a collaborative, equitable process based upon trust and mutual respect
- b. Has a shared understanding among all participants of what quality performance looks like
- c. Shares the goal of maximizing individual student, teacher, and administrator growth and potential
- d. Is based upon a valid reliable, qualitative (e.g., self, supervisor, peer observation; student and parent feedback) and quantitative body of evidence that draws upon a variety of sources for data (e.g., formative and summative assessments, portfolios, videos, lesson plans, etc.)
- e. Is timely and specific
- f. Includes peer observation, self-reflection, and goal setting
- g. Drives professional development
- h. Is supportive, worthwhile, and has integrity

## D-6 EVALUATION SEQUENCE

### D-6.1 Employees

All members of the bargaining unit will be evaluated each school year.

### D-6.2 Split Assignments

The principal of the building where the employee is assigned the largest percentage of time will be responsible for the evaluation. In situations where percentages are equal or other arrangements need to be made, the principals involved will work with HRD to determine the designated evaluator. The designated evaluator will collaborate with the other principals with whom the employee works when facilitating the evaluation.

## D-7 PROBATIONARY EMPLOYEES

### D-7.1 Evaluator

Employee evaluations shall be the responsibility of the principal, program director or an assistant principal.

#### D-7.2 General Meeting

By September 15<sup>th</sup>, the evaluator will meet with the employee, individually or in a general meeting, to authorize the evaluation process, timelines, and review the Boulder Valley School District Effective Teacher Standards, Elements, and Professional Practices and Measures of Student Learning Framework.

The educator will draft an evaluation plan which will include conducting a self-reflection, setting SMART professional growth goals, identifying his/ her/their current and desired state, and any additional information relevant to the goal.

#### D-7.3 Individual Meeting

By October 15, the educator and administrator will meet to collaboratively review the self-reflection, finalize the priority growth goals, the overall evaluation plan, and determine Measures of Student Learning.

#### D-7.4 Observations

The employee shall be observed on not less than four (4) separate occasions in the classroom following the date of employment. Two (2) observations must be completed no later than January 15. One (1) of the two required observations must be at least thirty (30) minutes in duration with prior knowledge of the employee. Two (2) additional observations must be completed by April 15. One (1) of the two (2) required observations during each grading period must be at least thirty (30) minutes in duration with the prior knowledge of the employee.

Timely communication should take place between the evaluator and the teacher as a part of the observation process.

#### D-7.5 Reports and Conferences

D-7.5.1 The evaluator shall discuss progress with each probationary employee and provide a written progress report by January 30. The written progress report will include performance expectations, performance indicators, strategies, and a reasonable timeline for improvement.

D-7.5.2 The evaluator shall provide each employee with a summative evaluation draft no later than April 15. The draft should include preliminary ratings for both Professional Practice and Measures of Student Learning. Any probationary teachers who will be non-renewed for any reason, must receive their draft summative evaluation prior to the non-renewal notice.

D-7.5.3 The summative evaluation must be finalized in MyPassport by May 1, and ratings must include a Professional Practice, Measures of Student Learning, and Overall Effectiveness Rating.

#### D-7.6 Appeal

A probationary employee whose performance has been determined to be such as to justify dismissal or non-renewal by the principal may request a review of the decision by the Superintendent or his/her/their designee. The decision of the Superintendent or his/her/their designee shall be final.

#### D-8 NON-PROBATIONARY EMPLOYEES: LEVEL I

Level one is designated to encourage risk taking, reduce the stress often attached to the evaluation process, and build a sense of collaboration between the employee and the evaluator. The process should be meaningful and relevant while allowing for a great deal of flexibility and streamlining. The employee, in collaboration with the designated evaluator, is responsible for orchestrating his/her/their own evaluation in accordance with BVSD's data collection and reporting procedures.

##### D-8.1 STEP 1: General Meeting

By September 15, the evaluator will meet with employees, individually, or in a general meeting, to authorize the evaluation process, timelines, clarify roles, and discuss how the parties involved will work with one another throughout the process.

##### D-8.2 STEP 2: Employee Pre-Planning

The educator will draft an evaluation plan which will include conducting a self-reflection, setting SMART professional growth goals, identifying his/her/their current and desired state, and any additional information relevant to the goal.

- a. The evaluation plan will also include professional learning activities to meet those goals or to enhance professional practice, particularly those to be submitted for tuition reimbursement or movement on the salary schedule.

##### D-8.3 STEP 3: Individual Meeting

By October 15, the educator and administrator will meet to collaboratively review the self-reflection, finalize the priority growth goals, the overall evaluation plan, and determine Measures of Student Learning.

D-8.3.1 Strategies for conducting the evaluation process and collecting data to document progress are flexible. The following options and/or a combination of several might be considered:



- a. structured approach using the five effectiveness standards
- b. classroom observations with pre and post conferences
- c. portfolio approach – possibly utilizing peer, parent and/or student input
- d. involvement of peers, parents and/or students in a team approach
- e. self-evaluation coupled with one or more of the above
- f. peer appraisal with information and updates shared with the evaluator of record
- g. self designated process, which is mutually agreed upon by the employee and evaluator

D-8.3.2 All employees being evaluated through the level one process will be formally observed at least one time by the evaluator.

Length of the evaluation process is determined by mutual agreement, but must be concluded by May 1<sup>st</sup>.

D-8.4 STEP 4: Evaluation Draft

Upon completion of the agreed process, a written draft of the final summative evaluation is discussed and edited by the employee and evaluator. This draft will include a growth and improvement plan as required by state statute. The draft should also include preliminary ratings for Professional Practice and Measures of Student Learning.

D-8.5 STEP 5: Final Evaluation

The final copy of the summative evaluation is signed by both parties and finalized in MyPassport.

D-8.6 The growth and improvement plan developed as part of the final written evaluation should serve as a foundation for continuing dialogue between the employee and the evaluator.

D-8.7 At any point in the Level I process, the evaluator may place an employee on the Level II process consistent with section D-9.2.1. An employee whose Professional Practices rating is partially effective or lower will be placed on the Level II process for the following school year.

D-9 NON-PROBATIONARY EMPLOYEES: LEVEL II

**PURPOSES:** The purpose of a Level II evaluation shall be to address concerns, gather information through a series of classroom observations, and to have the evaluator and employee work together to develop a plan for improvement of instruction. Level II is designed to measure satisfactory performance for individual licensed personnel and can also serve as documentation for unsatisfactory performance dismissal.

#### D-9.1 Evaluator

Employee evaluations shall be the responsibility of the principal, program director or an assistant principal.

#### D-9.2 STEP 1: Initiation of Written Notification and Conference

This step is designated to be a series of observations by the evaluator to gather and share information with the employee.

D-9.2.1 The principal or assistant principal may place an employee on the Level II evaluation process by providing written notification to the employee stating the reasons.

D-9.2.2 The initiation of the Level II evaluation process may occur at any time during the school year.

D-9.2.3 At least one week prior to starting Step 2, evaluator shall meet with the employee to discuss and clarify the following:

- a. overall process and timeline
- b. copy of "Evaluation Standards and Criteria"
- c. expectations regarding areas of performance concerns
- d. primary evaluator
- e. data sources
- f. frequency of observations and observation conferences
- g. copy of Level II evaluation process

The evaluator will provide the employee a written summary of the understandings reached in the meeting.

D-9.2.4 The employee may request a meeting with the evaluator, an Association representative, and the Assistant Superintendent of Human Resources or his/her/their designee for the purpose of reviewing the initiation of the Level II process.

#### D-9.3 STEP 2: Weeks One – Twelve (1-12)

##### D-9.3.1 Information Gathering and Observations

This step in the process is intended to open communication between the employee and evaluator to share concerns and ensure an understanding of the process.

- a. The employee shall be observed not less than once every two
- b. (2) weeks. Such observations must be at least thirty (30) minutes in duration.

- c. Within two (2) working days after each observation the evaluator will provide the employee written feedback as a part of the observation process.
- d. The evaluator will conduct observations and collect data in accordance with sections D-9.6.1, D-9.6.2, D-9.6.3.

D-9.3.2 At the end of the twelve (12) week period the evaluator shall discuss progress with the employee and provide an interim written progress report to the employee.

- a. Once the employee's performance has improved satisfactorily, the report shall so state, and the employee returns to Level I process.
- b. If performance concerns continue to exist, the interim written progress report shall so state and will include written improvement plan that addresses the performance concerns. The improvement plan will include performance expectations, performance indicators, strategies for improvement, reasonable timelines and resources as provided in section D- 9.6.4.

D-9.3.3 The employee may request a meeting with the evaluator, an Association representative, and the Assistant Superintendent of Human Resources or his/her/their designee for the purpose of reviewing the interim written progress report.

#### D-9.4 STEP 3: Weeks Thirteen – Twenty-Four (13-24)

##### Improvement Plan Implementation

This step begins with the development of an Improvement Plan followed by the observations to assess progress.

D-9.4.1 During this period the improvement plan will be implemented and monitored.

##### D-9.4.2 Observations

- a. The employee shall be observed not less than once every two
- b. (2) weeks. Such observations must be at least thirty (30) minutes in duration.
- c. Within two (2) working days after each observation the evaluator will provide the employee written feedback as a part of the observation process.
- d. The evaluator will conduct observations and collect data in accordance with sections D-9.6.1, D-9.6.2, D-9.6.3.

D-9.4.3 At the end of the twelve (12) week period the evaluator shall discuss progress with the employee and provide a written evaluation report to the employee.

- a. If the employees performance has improved satisfactorily, the report shall

so state and the employee returns to the Level I process.

- b. If performance concerns continue to exist, the written evaluation report shall so state and specify that the employee is placed on remediation.

#### D-9.5 STEP 4: Weeks Twenty-Five – Thirty-Three (25-33)

D-9.5.1 As soon as possible after completion of the written evaluation report in D-9.4.3, the evaluator and the employee will meet to develop a remediation plan. The remediation plan will include performance expectations, performance indicators, strategies for improvement, reasonable timelines, and resources as provided in section D-9.6.4. In addition, the evaluator will clarify the process for monitoring the remediation plan.

#### D-9.5.2 Observations

- a. The employee shall be observed not less than once every two
- b. (2) weeks. Such observations must be at least thirty (30) minutes in duration.
- c. Within two (2) working days after each observation the evaluator will provide the employee written feedback as a part of the observation process.
- d. The evaluator will conduct observations and collect data in accordance with sections D-9.6.1, D-9.6.2, D-9.6.3.

D-9.5.3 At the end of the nine (9) week period the evaluator shall discuss the employee's employment status and provide a written summary to the employee.

- a. Once the employee's performance has improved satisfactorily, the summary shall so state and the employee returns to the Level I process.
- b. If performance concerns continue to exist and are not such as to justify dismissal, the employee will continue on the improvement plan as provided in section D-9.4, Step 3.
- c. If the evaluator considers the employee's deficiencies to be such as to justify dismissal, the summary shall so state.

#### D-9.6 General Provisions

##### D-9.6.1 Observations and Data Collection

All observations will be conducted openly and with the knowledge of the employee being evaluated. These observations will be a combination of scheduled and unscheduled visits. An effort will be made to conduct the observations at different times during the work day. The frequency and duration of observations and the data collection must be sufficient to support conclusions drawn.

##### D-9.6.2 Complaints

- a. Complaints about the employee's performance that may be a part of the employee's evaluation will be shared with the employee in writing within five (5) working days.
- b. Anonymous complaints will not become a part of an employee's evaluation.

#### D-9.6.3 Extra Duty Assignments

Any evaluation of extra duty assignments shall be separate and apart from the Level II evaluation process.

#### D-9.6.4 Resources

If either the evaluator or employee requests, assistance may also be provided by other employees and/or professional personnel. The evaluator may select two or more persons, one of whom is mutually agreed upon by the employee involved, to assist the employee. Upon the selection, the parties involved will meet to discuss the nature of the assistance to be provided and the appropriate timelines. Unless mutually agreed upon by the parties involved, individuals who provide this assistance will not be expected to provide evaluation data. The District will provide reasonable release time necessary for such assistance subject to the approval of the Assistant Superintendent of Human Resources.

#### D-9.6.5 Signatures

- a. The written evaluation report shall be signed by the evaluator and the employee with each receiving a copy of the report. The signature on the report of any person shall not be construed to indicate agreement with the information contained in the report.
- b. The written evaluation report shall be reviewed and signed by a supervisor of the evaluator. A copy of the report shall be filed in the employee's district personnel file.

#### D-9.6.6 Response to Written Evaluation Report

- a. The employee may grieve the written evaluation report as provided in section G-1. With regard to the Level II process, the parties have agreed to use a problem solving approach through Step 3. A grievance covering D-9 may be filed and considered timely if filed within fifteen (15) days of the receipt of the written evaluation report by the employee in section D-9.4.3. Upon the mutual agreement of the Association and the District, an alternative process to the grievance procedure (Section G) may be used in resolving issues.
- b. If the employee disagrees with the written evaluation report provided in section G-1, he/she/they may put his/her/their objections in writing within

five (5) working days after receiving the final written evaluation report and have them attached to the evaluation report. If the evaluation report is being grieved, the five (5) working day time period shall not apply until the grievance has been resolved or withdrawn.

#### D-9.6.7 Written Replies

An employee will be informed that he/she/they may attach written replies to documents he/she/they receives from the evaluator.

#### D-9.6.8 Effectiveness Ratings

- a. An employee's Final Overall Educator Effectiveness Rating will not be used to impact an employee's non-probationary status.
- b. All employees will receive their scores and ratings at the time they receive their evaluations. In the event that the teacher does not receive such scores and ratings at that time, the district will assign the employee with a rating of Effective for
- c. purposes of reporting and measuring whether their non- probationary status should be modified.
- d. An employee's Total Overall Score and Professional Practices rating will be calculated using the worksheet attached.

### PUBLIC COMPLAINTS

D-10 In the event there are complaints against an employee's performance and/or teaching materials, the employee will be informed of such complaints, or charges, and will have the opportunity to respond before any action is taken.

D-10.1 When possible, conferences with employees will be prearranged. During the conference, if the employee feels he/she/they needs representation, the employee may request that the conference be adjourned until representation can be secured.

D-11 No employee shall be disciplined, reprimanded, reduced in compensation, suspended, or adversely evaluated without just cause. In cases of transfer or termination state law will apply.

D-11.1 Should any employees be determined to not fall within the meaning of "teacher", as that term is defined in the Teacher Employment, Compensation and Dismissal Act, such employees shall, to the extent the District has such authority, be afforded the equivalent protections and benefits afforded to teachers under that Act in any transfer or dismissal.

D-12 **EMPLOYEE ASSIGNMENTS:** Employees shall be notified in writing of any change in their tentative assignments for the ensuing school year, including schools to which they will be assigned, and the grade and/or subject they will teach, and any special or unusual

course that they will have as soon as practicable, and under normal circumstances no later than June 1. If circumstances prohibit identifying the assignment, the employee shall be notified verbally or in writing explaining the reasons by May 15.

- D-12.1 In arranging schedules for employees who are assigned to more than one school, the amount of inter-school travel will be held to a minimum. Such employees shall be notified of any changes in their schedules as soon as practicable. Itinerant employees who must be required to use their own automobiles in the performance of their duties and who are assigned to more than one school per day shall be reimbursed for inter-school travel at the current mileage allowance (See Section E-3). For employees assigned to more than one building, time needed for such things as travel, lunch, planning, start up and clean up, and other job requirements shall be allowed for in arranging schedules. Such traveling employees will attend staff meetings in the building utilizing the greater percentage of the employee's time. If such meetings require travel from another building, reimbursement for such travel will be paid at the current mileage allowance.
  - D-12.2 In the case of employees employed prior to July 31, the original building assignment shall be made by the Assistant Superintendent of Human Resources as soon after initial appointment as practicable.
  - D-12.3 Traveling employees will be given consideration for a full-time assignment in one school. Program needs may be considered in determining such assignment.
- D-13 **PERSONAL AND PROFESSIONAL GROWTH:** Both the Association and the District agree that changes in assignments within or between schools can promote personal growth and organizational health.
- To promote greater voluntary movement of Unit B members, the District and Association encourage school staffs to give consideration to in-district transfer requests when openings exist. Likewise, the Association, along with the District, encourages members to periodically review individual career aspirations with principals in context of personal growth and organizational health.
- D-14 **TRANSFER:** A "transfer" shall mean the movement of an employee from one building to another for 50% or more of his/her/their assignment.
    - D-14.1 The voluntary transfer of employees during their probationary period will be discouraged.
    - D-14.2 Final determination of assignments shall be made by the Superintendent of Schools through his/her/their designated representative.
  - D-15 **NOTIFICATION OF VACANCIES:** A list of all vacancies by position and school, including those filled by temporary employees, shall be compiled by the Assistant Superintendent of Human Resources and posted at least bi-monthly in all schools from April 15<sup>th</sup> to June 1<sup>st</sup>. From June 1<sup>st</sup> until August 1<sup>st</sup>, a list of current vacancies shall be

posted weekly in the Human Resources Division. Under normal circumstances, employee initiated transfers will not be permitted after August 1<sup>st</sup> of each year.

D-15.1 When practicable, the posting(s) will reflect specific requirements, qualifications, duties and responsibilities.

D-15.2 During the summer months, vacancy notices will be available on the District website.

D-16 FILLING VACANCIES: In considering employees for transfer to a vacant position, the appropriate administrator will consider the following:

- a. Credentials held by applicants including academic preparation, experience, training and work record.
- b. Input from department or grade level employees who will work with the employee.
- c. Skills desired for the position.

When there is more than one applicant for the position in question and all of the above criteria are essentially equal, priority shall be given to the applicant with the most seniority in the District.

D-16.1 All qualified in-district applicants will be interviewed unless more than three (3) apply in which case at least three (3) will be interviewed.

D-17 VOLUNTARY TRANSFER: Members of Unit B may apply online for transfer to another position when a vacancy is posted through the online application process. When unique needs or unusual circumstances would seem to require it, a member of Unit B may apply directly to the Assistant Superintendent of Human Resources for special transfer considerations, even when specific openings are not available or posted.

D-17.1 Vacancies will be posted for a minimum of five (5) business days. The District's online system will acknowledge receipt of the application to each applicant once the employee initiates the application. If the employee desires to know the status of his/her/their application, or the disposition of the request, the information shall be provided upon request by the employee. Employees interviewed will receive notice of the outcome of such interviews as soon as possible after the interviews are completed. The employee may also request an interview with the principal and/or Assistant Superintendent of Human Resources for an explanation of the reason(s) for not being transferred as requested.

D-18 ADMINISTRATIVE TRANSFER: A member of Unit B may be transferred for reasons other than stated in section D-19 upon the recommendation of the Superintendent of the School District from one school position or grade level to another within the School District if such transfer does not result in the assignment of the employee to a position of employment for which he/she/they is not qualified by virtue of academic preparation and licensure. Administrative transfers shall not be subject to the mutual consent provisions in Sec. D-19.



D-18.1 An employee recommended for administrative transfer effective with the beginning of an academic year will be notified of such recommendation and the reasons therefore by April 15. Where unforeseen circumstances warrant transfer to another time, the employee will be so advised promptly after the administrator makes the recommendation for transfer.

D-18.2 When an employee is recommended for administrative transfer, the employee will be so notified and be informed of the reason(s) for such proposed action and the factual support for the reason(s).

The employee may meet with the administrator recommending the transfer to review the proposed action. The employee may have representation present at the meeting, if he/she/they desires. The reasons for the action, the factual support and the administrator's recommendation will be stated in writing.

D-18.3 The employee may request that the Superintendent review the recommendation by giving written notice to the Superintendent within seven (7) days after receipt of the administrator's recommendation.

Upon receipt of the request for review, the Superintendent and a representative of the Association will meet with the employee and the administrator involved to review the situation. The Superintendent will consider the concerns of all parties and make a final decision regarding the transfer.

D-19 INVOLUNTARY TRANSFERS: When it becomes necessary to transfer employees between schools because of a reduction of staff in a subject area(s) or a grade level(s), including closure, consolidation, or reconstitution, or because of an actual or projected drop in enrollment, turnaround, phase-out or reduction in program, the building principal shall decide in which subject area(s) or grade level(s) such transfer shall occur. The building principal will seek volunteers in writing from all Unit B employees in the school for transfer consideration. If there is an insufficient number of volunteers, the principal shall have a discussion with those most likely to be impacted. In their discussion, the principal shall inform teachers of their status with regard to the following four factors:

- a. Credentials held by employees including academic preparation, experience, training, and work record and,
- b. Building curricular and co-curricular program needs and,
- c. Seniority and,
- d. Certification of employees by the Colorado Department of Education

Following this meeting, teachers will be given at least three (3) working days to respond. A teacher who volunteers shall be considered a voluntary administrative transferred teacher and shall not be considered a displacement and removal subject to any mutual consent requirements. If the reduction is not accomplished by the transfer of a volunteer, the building principal will consider the following factors in determining the employee(s) to be transferred or retained.

- D-19.1 If meeting building curricular and co-curricular program needs is the determining factor, the employee(s) retained must have clearly demonstrated interests or skills directly related to maintaining the integrity of the programs affected.
- D-19.2 Each employee transferred under this provision will be placed in a position for which he/she/they is qualified provided there is a vacancy. If no vacancy exists, the provisions of D-20 shall govern.
- D-19.3 Employees will be notified in writing no later than April 15 of the selection for involuntary transfer and/or removal. Where unforeseen circumstances warrant involuntary transfer during the academic year, employees will be so advised promptly.
- D-19.4 Upon written request from the involuntarily placed teacher within the same building, the principal will work with the teacher to provide support that could include substitute time for transition and/or funds for needed supplies.

An involuntarily placed teacher, relocated to another building, will receive a stipend of \$500, prorated as per FTE, for supplies and/or transition. Transfers within the school year will be provided substitute time and additional resources as determined on a case-by-case basis.

- D-19.5 Employees who are involuntarily transferred and/or removed due to a reduction of staff or a program in a building shall be entitled to return to that building in the event that their full position or FTE becomes available at that school. This right of return shall expire at the end of the following school year.

D-19.6 Mutual Consent Placement Team

1. Each building will establish a Mutual Consent Placement Team (MCPT) for the purpose of making collaborative decision regarding the proposed placement of any involuntarily transferred and/or displaced employee(s) into their building. For purpose of mutual consent, a displaced teacher is defined as any teacher whose entire FTE in a building is eliminated. Partial loss of FTE in a building and/or changes in assignment for specialists assigned by the district shall be considered a re-assignment and shall not be considered a displacement and removal subject to the mutual consent procedures. Involuntarily transferred, displaced and/or removed teachers will be considered for all vacant positions, including all limited term and temporary positions, for which they meet the minimum qualifications prior to any posting or consideration of other internal or external candidates.
2. The MCPT will consist of the hiring principal and at least two teachers elected by a secret ballot vote of the faculty to represent them in any decision involving mutual consent placements. The faculty will determine the number

of teachers to be elected. In the event that a faculty decided to have more than two representatives, the faculty and the administration will collaboratively decide how many and which of those representatives will serve on the MCPT for individual mutual consent decisions. The election results and the collaborative decision(s) reached at the building shall be shared with HRD and BVEA within three (3) work days.

3. The district will provide all members of the MCPT with such training so that they can discharge their duties appropriately and without bias. Members of the MCPT will be released from their regular duties without loss of compensation to participate fully in the training and decision making of the MCPT.
4. The MCPT will make their decision regarding mutual consent placement by consensus using the following criteria:
  - a. The teacher has the minimum qualifications needed to perform the duties for the position; and
  - b. The teacher has experience and academic preparation and demonstrates they support the previously established, written and agreed upon instructional practices recognized by the faculty.

Any member of the MCPT may request the assistance of BVEA and the District to help facilitate collaborative decision-making.

The teacher will be notified in writing within 24 hours of the decision on mutual consent placement with a copy to BVEA and HRD. No representative on the MCPT will be adversely impacted due to their advocacy and service on the MCPT.

5. No teacher will be denied mutual consent placement without just cause.
6. If a teacher does not secure a mutual consent placement at a building, the district will advise the teacher of the specific reasons why the teacher was not selected within two (2) work days. The notice shall include all evidence that was considered deficient by the MCPT. The teacher shall have the right to appeal that decision through the grievance procedure starting at Step III and the parties will expedite the grievance process.
7. Priority Hiring Pool. A teacher who has not secured a mutual consent placement shall immediately be placed into a priority hiring pool. A teacher in the hiring pool shall be considered to have applied to the principal and to the district for any position(s) for which the teacher holds the minimum qualifications. Teachers in the priority hiring pool will be given the first opportunity to interview for any vacant position, including temporary and limited term positions, for which the teacher meets the minimum qualifications. The teacher will be interviewed in an expedited manner by the

MCPT using the procedures and criteria established by the MCPT. Teachers in the priority hiring pool will be considered prior to any posting, interviewing or hiring for the position by either internal or external candidates.

8. In the event a teacher does not secure a mutual consent assignment, HRD will assign the teacher to a building that has refused to agree to a mutual consent placement for one year. Within one week of the notice of such assignment, the principal shall provide the teacher with a written plan that ensures all of the reasons for denying the mutual consent will be addressed through a systematic and comprehensive individualized professional development plan. Such plan will include, but not be limited to:
  - a. All upcoming professional development opportunities that are available to the teacher;
  - b. A statement describing in detail the resources that will be provided the teacher by the building and district, both in terms of release time and funding that will ensure the teacher will be able to fully participate in such professional development opportunities without loss of planning time or compensation;
  - c. Direct observation of the teacher's performance of at least thirty (30) minutes every other week that is preceded by a pre-observation conference
  - d. Written feedback, within two (2) work days of the observation, that expressly addresses reasons cited in the denial of mutual consent and whether there has been progress towards addressing identified deficiencies including concrete, specific suggestions for what changes must be made by the teacher to overcome the concerns;
  - e. The principal shall hold a post observation conference with the teacher within two (2) work days of the teacher's receipt of the written feedback; and
  - f. A written quarterly review and adjustment of the comprehensive individualized professional development plan to make such changes as will ensure the transition to a mutual consent placement at the building by the end of the year.

D-20 **REDUCTION IN FORCE:** When it becomes necessary for the Board of Education to reduce the members of Unit B, the Board of Education shall notify the Association of the intended reductions and the reasons therefore. As soon as practical after such notification, representatives of the Board and the Association shall meet to discuss the proposed reduction in force.

Should any employees be determined to not fall within the meaning of "teacher", as that term is defined in the Teacher Employment, Compensation and Dismissal Act, such employees shall, to the extent the District has such authority, be afforded the equivalent protections and benefits afforded to teachers under that Act in any reduction in force action.

- D-20.1 Announcement of the probable number of elementary and secondary employees to be affected by the contemplated reduction in force will be made no later than March 15 of the school year. Announcement of the classifications and probable numbers to be affected will be made no later than May 15 of the school year. Notification of specific employees affected by the reduction in force will contain the reason(s) for such reduction and will be made as soon as possible.
- D-20.2 If the Board votes to reduce the number of employees, after consideration of Affirmative Action guidelines, the provisions of state law, and qualifications, reduction in force will occur in the following order:
- a. Normal attrition (retirements and resignations)
  - b. Volunteers to take a leave of absence
  - c. Termination of probationary employees with strong consideration given to the inverse order of seniority and program needs
  - d. Termination of employees as outlined in D-20.3
- D-20.3 The following procedure will apply for the reduction of employees:
- a. Employees with the least seniority in the classification affected will be the first to be removed
  - b. An employee removed under (a) will displace the employee with the least seniority in a similar job classification within the District
  - c. An employee who cannot displace another employee in a similar job classification because he/she/they does not have sufficient seniority will displace the employee with the least seniority within the District whose assignment he/she/they is qualified to perform, and
  - d. An employee displaced by another employee under this procedure shall follow the same procedure in displacing another employee
  - e. An employee displaced under (d) will not be considered to be subject to the mutual consent provisions of this Agreement.
- D-20.4 The following procedures will apply for employees who have been reduced:
- D-20.4.1 At the request of the building, a nonrenewed probationary employee may be rehired by his/her/their former school without going through the interview process. In the event a nonrenewed probationary employee is not rehired by his/her/their former school, he/she/they will be interviewed for vacancies for which he/she/they has the qualifications. All qualified nonrenewed probationary employees will be interviewed unless more than three (3) are qualified in which case at least three (3) will be interviewed. Nonrenewed probationary employees not selected for rehire may request a meeting with the appropriate District administrator to review the employee's concerns.
- D-20.4.2 Non-probationary employees will be recalled for position vacancies for which these employees have the required qualification. Employees

will be recalled according to seniority unless program needs dictate otherwise.

D-20.4.3 Reduced employees who wish to be considered for reemployment will provide written notification to the Assistant Superintendent of Human Resources, which will include area(s) of qualification, position desired, address and telephone number. Such information must be kept current by the employees so affected.

D-20.4.4 A non-probationary employee reduced in section D-20.3 who can become qualified for a vacancy which is identified prior to June 1 shall be given priority over a new hire in filling such vacancy provided he/she/they becomes qualified for the position on or before August 15, prior to the ensuing school year. The employee will submit a letter of interest stating his/her/their plan, including timelines for becoming qualified in the identified area(s). It is understood that upon completion of the qualification requirements, a contract will be offered to the employee for the ensuing school year. Tuition reimbursement provisions (E-44) will apply.

D-20.5 Non-probationary employees who are offered reemployment in section D-20.4.2 will have fourteen (14) calendar days from the date of notification to accept or reject the offer. Non-probationary employees will forfeit their recall rights for reemployment if the offer of reemployment is rejected or if they fail to respond within fourteen (14) calendar days.

D-20.6 Reduction in force employees will retain accumulated leave status (providing reimbursement for accumulated leave has not been made), position on the salary schedule, employee status, and shall also have the option to maintain medical and life insurance at their own expense for a period not to exceed two years.

D-20.7 No new employees will be hired for a period of two years unless all non-probationary employees who were reduced as provided in section D-20.3 have been given the opportunity to fill openings for which they have the necessary qualifications.

D-20.8 For two years after being laid off employees who have been laid off will be given priority in substitute assignments for positions for which they are qualified, except where a specific substitute is requested by the classroom employee or administration. The sole remedy for a failure to call an employee for a substitute assignment shall be the granting of an alternate assignment when it becomes available.

D-21 **QUALIFICATIONS:** In the exercise of seniority in a reduction in force, the employee must have the qualifications necessary to perform the assignment involved. Qualifications shall include licensure by the Colorado Department of Education or

equivalent, and specific job qualifications and training where they are established prerequisites of the District. In cases when seniority considerations or an employee's qualifications, personal or professional, are questioned, representatives of the Association and the employee concerned shall meet with the appropriate District administrator and the Assistant Superintendent of Human Resources to discuss the question. The employee will be subsequently notified of the decision by the Assistant Superintendent of Human Resources.

- D-22 **SUBSTITUTES:** A list of qualified substitutes shall be available at all times during the school year and shall be provided to the building principal for his/her/their and faculty use. Teachers may recommend to the Human Resources Division, from the approved list, the name of a specific substitute as a replacement during their absence. If that substitute is available, the Human Resources Division will honor that request.
- D-23 **STUDENT TEACHERS:** After consultation with the principal, an employee may refuse the assignment of a student teacher if, in the employee's judgment, his/her/their classes will suffer from having a student teacher.
- D-24 **ADMINISTRATIVE POSITIONS:** Employees shall be included in the selection of building administrators as described in Board policy.
  - D-24.1 Lateral transfer of building administrators is exempt from this provision, however, committee recommendations are advisable.
- D-25 **LEARNING MATERIALS:** Learning materials that require Board approval shall be evaluated by a committee prior to adoption. The number of persons on the committee shall be determined by the Area Superintendent. At least two-thirds of the members shall be employees in the appropriate subject areas. The remaining members may be appointed by the Deputy Superintendent.
  - D-25.1 Reference and supplementary materials may also be evaluated by a committee if the Deputy Superintendent determines it is advisable.
  - D-25.2 The Board may accept or reject the learning materials selected by the evaluation committees or ask for further recommendations.
- D-26 **CURRICULUM DEVELOPMENT:** The Board of Education and the Association agree to a continuation and an expansion of the present policy of involving employees in curriculum development.
  - D-26.1 Released time and/or payment for such work shall be provide at the Curriculum Development rate.
  - D-26.2 New programs and curricular changes will be preceded by appropriate in-service education of employees. Materials and equipment to support such programs will be provided before the new program is scheduled to begin.
- D-27 **PERFORMANCE CONTRACTING:** The Board of Education agrees that no

organization or individual(s) will be employed to provide any student instruction which would result in the dismissal of any employee now employed.

D-28 SALARY NOTIFICATION CHANGES: The Human Resources Division will provide all Unit B employees with a checklist of any items needed for their personnel file. This list will be initiated by a personnel clerk as each item is received. An incomplete checklist will constitute a reason for withholding a paycheck.

D-28.1 If any employee has not been notified as provided in D-29, the employee shall receive a paycheck as soon as possible.

D-28.2 Each Unit B employee shall receive a letter or other written notification prior to a salary change explaining how the salary under each new contract or column change is to be computed; such letter or other written notification to be in the hands of the teacher at least one week prior to the effective pay date.

#### D-29 EMPLOYEE EXCHANGE

D-29.1 Employees interested in exchanges with other employees in Boulder Valley School District shall first discuss their interest with their principal or supervisor. No later than February 15, employees shall notify the Human Resources Division of their interest for an exchange for the ensuing school year.

D-29.2 Employees considering an exchange must hold the appropriate licensure and/or credentials for the positions desired.

D-29.3 The Human Resources Division will complete all requests and provide the information to each school for posting no later than March 1.

D-29.4 After discussing the potential exchange with the principal or supervisor, employees are responsible for contacting other employees interested in an exchange.

D-29.5 An exchange proposal, using the appropriate form, must be filed with the Human Resources Division no later than April 15. The proposal shall include the requests of the employees and the support of the building principals involved in the exchange.

D-29.6 Exchanges will be normally limited to one year. Extensions may be requested for an additional year or for a permanent exchange of assignment. Such requests shall include the written support of the employees and the building principals involved in the exchange.

#### D-30 LIMITED TERM/TEMPORARY CONTRACT

Limited term/temporary contracts may be used for employment of probationary employees at the careful discretion of the administration. Under normal circumstances



their primary uses include:

1. Contractual arrangements for all individuals employed in less than .50FTE.
2. Contractual arrangements for individuals employed to replace a member of Unit B who is on a leave of absence.
3. Contractual arrangements for members of Unit B employed on or after the first day of the school year.
4. Contractual arrangements for members of Unit B employed to serve in a specially funded project and/or pilot program.

When limited term/temporary contracts are used the following condition shall govern:

1. An employee employed on a limited term/temporary contract will have his/her/their employment expire at the end of the term set forth in his/her/their contract. An employee so employed will waive the right to automatic renewal unless he/she/they is completing his/her/their third year of qualified employment. An employee on limited term/temporary contract will receive non-renewal notice at the end of the third year of employment.
2. Time accumulated by an employee employed pursuant to a limited term/temporary contract will count for the acquisition of teacher status, provided that such accumulated time would otherwise qualify the employee for teacher status under state law.
3. Once an employee receives a regular contract, his/her/their seniority shall originate from the date the employee first reported to work, including the time on a limited term/temporary contract, provided the employee was employed for at least .50 FTE contract and the service is not interrupted.
4. Positions held by limited term/temporary employees will be posted according to the provisions in D-15.

Employees who are hired under limited term contracts and who distinguish themselves by outstanding performance as reflected in their formal written evaluation reports, shall receive priority consideration for regular teaching positions in the District when compared to other limited term contract employees and new hires.

#### SECTION E: COMPENSATION

E-1 **COMPENSATION RATE:** All Unit B employees shall have their salary determined from the employees' salary schedule. The salary provided in the index appropriate for education and experience shall be for the 186 day contract (C-3). Each day of work in excess of 186 days shall be compensated at 1/186 of the annual salary (provided for the 186 days) per day. Hourly rate shall be compensated at the daily rate divided by 7 except

as otherwise established in the Agreement.

- E-1.1 The Salary Schedule will be adjusted annually to compensate for any increase in the cost of living provided there is an equivalent increase in the per pupil revenue received by the district. In the event that significant economic or priority changes occur, the Boulder Valley School District and the Boulder Valley Education Association agree to engage in ongoing discussions to determine the impact of those changes on compensation for any increase in the cost of living adjustment. As a result of such discussions, either party may request no later than April 1 a reopening of negotiations on the Salary Schedule. Such a request to reopen negotiations shall not be denied.

Employees eligible to move vertically in the white cells who worked or were on paid leave for at least 90 days in the previous school year will advance one vertical step effective on the first work day of the school year and will advance horizontally as provided therein.

The District will maintain a Section 125 Medical Flexible Spending Account between January 1 and December 31 of each contract year. Open enrollment will be held November 1-30. Employees who are active on November 30 and complete an enrollment form by November 30, will receive a dollar for dollar matching contribution up to a maximum of \$120 from the District on the January payroll.

- E-1.2 Restrictions on movement within the Salary Schedule and Yellow Cell Schedule:
- a. New hires are not eligible for placement or movement onto the Yellow Cell Schedule.
  - b. Employees on the Yellow Cell Schedule will not advance vertically but may advance horizontally to any column except for the BA+48 column.
  - c. Any employee on the Yellow Cell Schedule will move onto the Salary Schedule if their horizontal advancement results in placement in a cell on the Salary Schedule.

- E-1.3 Guidelines for outside experience: It is the intent of the parties that to the degree possible new hires will be placed on Lane A of the Salary Schedule. However, the district will have the flexibility to offer prospective employees placement at a higher lane up to the middle of the schedule. Placement beyond the middle of the schedule will require consultation with BVEA.

- E-2 Employees will be paid their salary in twelve (12) monthly installments on the last business day of each month. All Unit B employees will receive their first paycheck on the last business day in August and their last paycheck on the last business day in July beginning with the 2010-2011 contract year.

#### STIPENDS

- E-3 MILEAGE: Employees required to use their own automobile, as discussed in Section D-12.1, shall be reimbursed at the IRS Standard Mileage Rate.
- E-4 CLASSROOM COVERAGE: Assignment to classroom vacancies as discussed in Section C-13 shall be compensated at the rate of .000719 of base salary (Lane A) per hour or major fraction of an hour, known as curriculum rate.
- E-5 CREDIT HOURS: Credit for training as shown on the salary schedules in the Agreement is based on semester hours.
- E-6 CURRICULUM DEVELOPMENT: Compensation is determined on the basis of an hourly rate of .000719 of base salary (Lane A).
- E-7 PROFESSIONAL DEVELOPMENT RATE: Compensation is determined on the basis of an hourly rate of .000719 of base salary (Lane A).
- E-8 NATIONAL BOARD CERTIFICATION
  - E-8.1 Employees who complete the necessary requirements and are certified through the National Board Certification program will receive a five percent (5%) stipend. Such stipend will be effective the semester following submission of certification to the Human Resources Division and will be paid in equal monthly installments.
  - E-8.2 BVSD Employees who earned their ASHA Certificate of Clinical Competence and were hired prior to July 31, 2017 will continue to receive a five percent (5%) stipend as long as they are assigned to an SLP position and they maintain this certification.
  - E-8.3 Effective August 1, 2021, Employees in possession of National Association of School Psychologists (NASP) or National Board for Certified Counselors (NBCC) certification shall receive an annual stipend equal to 2.5% of the Employee's annual salary. Effective August 1, 2022, Employees so certified shall receive an additional 2.5% stipend, thereby totaling a 5% stipend for the abovementioned certifications.
  - E-8.4 In order to be eligible for the certifications in E-8.1 and E-8.3, Employees shall be non-probationary. Coursework required for the above certifications shall not be creditable for horizontal movement on the salary schedule. Any current Employees pursuing the above mentioned certifications as of June 1, 2021 shall be held harmless from these provisions.
  - E-8.5 Employees with one of the above certifications shall remain in good standing with their professional practice. In the event that an Employee so certified is placed on Level II of the evaluation process (see Sec. D-9 et seq), the stipend may be suspended until the Employee returns to Level One.



Senior High Athletics

Head Football Coach	per season	.111
Assistant Football Coach	per season	.074
Head Basketball Coach	per season	.111
Assistant Basketball Coach	per season	.074
Head Track Coach	per season	.084
Assistant Track Coach	per season	.063
Head Wrestling Coach	per season	.084
Assistant Wrestling Coach	per season	.063
Head Baseball Coach	per season	.084
Assistant Baseball Coach	per season	.063
Head Softball Coach	per season	.084
Assistant Softball Coach	per season	.063
Head Ski Coach	per season	.084
Assistant Ski Coach	per season	.063
Head Soccer Coach	per season	.084
Assistant Soccer Coach	per season	.063
Head Gymnastics Coach	per season	.074
Assistant Gymnastics Coach	per season	.053
Head Swimming Coach	per season	.074
Assistant Swimming Coach	per season	.053
Head Volleyball Coach	per season	.084
Assistant Volleyball Coach	per season	.063
Head Cross Country Coach	per season	.074
Assistant Cross Country Coach	per season	.053
Head Tennis Coach	per season	.063
Assistant Tennis Coach	per season	.040
Head Golf Coach	per season	.063
Assistant Golf Coach	per season	.040

Coaches whose teams qualify for and participate in a recognized CHSAA State Play-Offs or Championships beyond the regular schedule of league play-offs shall receive a percentage of season extra duty pay for each week that a team is involved in post season competition. Only competitions that occur outside the regular extra duty contract period will qualify for extra pay.

Senior High Activities

Yearbook Sponsor		
-Schools with enrollment over 1000	50 hours after school	.100
-Schools with enrollment under 1000	50 hours after school	.069
Newspaper Sponsor	50 hours after school	.069
Choir Director	50 hours after school	.058
Assistant Choir Director	50 hours after school	.027
Director of Musical	50 hours after school	.080
Assistant Director of Musical	50 hours after school	.027

Stage Technician Assistant (musical)	50 hours after school	.035
Marching Band Director	50 hours after school	.069
Assistant Marching Band Director	50 Hours after school	.027
Color Guard	50 hours after school	.027
Percussion Instructor	50 hours after school	.027
Band Director	50 hours after school	.058
Assistant Band Director	50 hours after school	.027
Orchestra Director Forensics Director	50 hours after school	.042
11 or more meets	per year	.058
6-10 meets	per year	.042
Director of Full-Length Play	50 hours after school	.069
Assistant Director of Full-Length Play	50 hours after school	.027
Stage Technician Assistant (Play)	50 hours after school	.035
One-Act/Talent Show Play Director	per production	.021
Student Council Sponsor	50 hours after school	.048
Career & Tech Ed Student Organization Sponsor	50 hours after school	.048
Thespian Sponsor	50 hours after school	.048
Student Activity Director	50 hours after school	.032
National Technical Honor Society Sponsor	50 hours after school	.032
Senior Class Sponsor	per year	.021
Junior Class Sponsor	per year	.021
Sophomore Class Sponsor	per year	.011
Freshman Class Sponsor	per year	.011
360 Sponsor	per year	.032
Spirit Sponsor (Chrlldr/Pom Pon)	per season	.063
Intramurals	40 hour program	.029

Marching Band directors and Assistants who are expected to accompany athletic teams to recognized CHSAA State Play-Offs or Championships beyond the regular schedule of league play-off shall receive a percentage of their extra duty pay for each week that the marching band is involved in post season competition. Directors and Sponsors whose student groups qualify for recognized CHSAA State competitions shall receive a percentage of their extra duty pay for each week that the student group is involved in the post season competition. Only competitions that occur outside the regular extra duty contract period will qualify for extra pay.

#### Middle Level Athletics

Head Football Coach	per season	.059
Assistant Football Coach	per season	.040
Head Basketball Coach	per season	.048
Assistant Basketball Coach	per season	.032
Head Volleyball Coach	per season	.048
Assistant Volleyball Coach	per season	.032
Head Softball Coach	per season	.048

Assistant Softball Coach	per season	.032
Head Wrestling Coach	per season	.048
Assistant Wrestling Coach	per season	.032
Head Track Coach	per season	.048
Assistant Track Coach	per season	.032

Middle Level Activities

Yearbook Sponsor	40 hours after school	.037
Newspaper Sponsor	40 hours after school	.032
Choir Director	40 hours after school	.048
Director of Musical	40 hours after school	.042
Assistant Director of Musical	40 hours after school	.011
Band Director	40 hours after school	.048
Orchestra Director	40 hours after school	.037
Director of Full-Length Play	40 hours after school	.042
Assistant Director of Full-Length Play	40 hours after school	.011
One-Act Play Director	per play	.011
Student Council Sponsor	40 hours after school	.032

Elementary Level Activities

Elementary schools will be allocated extra duty time on a prorated basis as determined by student enrollment. The extra duty time will be paid at the rate of .03 of the BA salary for a 40-hour program. The use of these hours will be determined through shared decision making. The activities which may be considered are:

- a. Choir Director
- b. School Newspaper sponsor
- c. Student Council sponsor
- d. Intramurals
- e. Director of Play
- f. Director of Musical
- g. Conflict Mediation Supervisor
- h. Club Sponsor
- i. Other duties, as deemed appropriate

**DEPARTMENT CHAIRPERSON AND OUTDOOR EDUCATION**

E-12 Chairpersons who do not receive released time as provided in C-10 may be compensated as follows: If, in addition to the department chairperson there is one, two or three persons - \$400; four persons - \$450; five persons - \$500; six persons - \$550; seven persons - \$600; eight persons - \$650; nine persons - \$700; ten persons - \$750; eleven persons - \$800; twelve or more persons - \$850. (“persons” means FTE or major fraction thereof.)

Team leaders will receive a compensation of \$750.

Employees responsible for the supervision of students in an outdoor education program

who remain overnight shall receive fifty (50) dollars per night. This amount shall be in addition to the employee's regular pay and shall apply only to employees designated by the building administrator.

## QUALIFICATIONS AND REQUIREMENTS OF VOCATIONAL-TECHNICAL CENTER EMPLOYEES

E-13 MINIMUM QUALIFICATIONS: Instructors in Vocational and Technical Education must meet the requirements for Vocational Credential for the particular field of training as determined by the Colorado State Board for Community Colleges and Occupational Education.

E-13.1 Vocational-Technical Center Instructors without a Bachelor's Degree will be encouraged to work toward a Bachelor's Degree and complete all courses as required by the State Vocational Plan of the Colorado Board for Community Colleges and Occupational Education.

E-13.2 All Vocational-Technical instructors will be required to meet in-service training requirements and to complete the necessary studies to keep their credentials and/or teaching licenses in force.

### E-13.3 SALARY REQUIREMENTS

1. A Vocational-Technical Center instructor will start at the index location on the Vocational-Technical Center salary schedule that corresponds with his/her/their level of academic achievement and years of teaching experience, plus additional index points for work experience. The Vocational-Technical Center instructor shall be given credit for outside teaching experience up through five years.
2. Additional work days beyond the 186 day contract year for Vocational-Technical Center instructors and 196 day contract year for Vocational-Technical Center counselors shall be compensated on the basis of their regular salary computed on a daily basis.
3. Instruction by a Vocational-Technical Center instructor in curriculum development shall be compensated at the rate as provided in Section E-5.
4. Released time needed for Vocational-Technical Center instructors to visit high schools, vocational-technical schools, and businesses shall be approved within normal District guidelines.
5. Department Chairpersons in the Vocational-Technical Center will receive a yearly amount of \$125.00 for each full-time employee or full-time equivalent in the Department including the Chairperson. The extra pay is to compensate for time required "outside" of regular school hours in carrying out responsibilities assigned by the Vocational-Technical Center principal. A full-



time employee or equivalent is considered an employee with a total of six (6) periods of assigned classes daily.

6. The Vocational-Technical Center instructor will be compensated for his/her/their applicable work experience above the bachelor's degree or for a non-degree instructor above two years of work experience.
7. Partial years of ninety (90) or more teaching days of such experience shall be counted as full years of experience in giving outside experience.

#### GROUP INSURANCE

E-14 MEDICAL, DENTAL, AND LIFE INSURANCE: The District will pay the full employee premium for eligible employees for a Medical and Dental plans recommended by the Benefits Committee and approved by the Board of Education.

From July 1, 2021, through June 30, 2022, the District shall pay 100% of the employee-only premium for eligible employees for plans provided by the District's group medical and dental insurance carriers that are recommended by the Benefits Committee and approved by the Board of Education. Applicable dependent premiums shall be paid through the payroll deduction process.

In order to keep dependent care rates from increasing for the 21-22 school year, from July 1, 2022, through June 30, 2023, the district shall pay 100% of the employee-only premium for the lowest cost plan provided by the district's group medical insurance carrier for eligible employees. Employees who select a higher cost plan shall pay \$25 per month (12 month plan). Premiums shall be paid through the payroll deduction process.

For 2019-2020 and 2020-2021, the District paid premium will be increased by a maximum of up to the lesser amount of:

- Two(2) times the Denver-Aurora-Lakewood CPI used for determining inflation under Article X, Section 20 of the Colorado Constitution or;
- 5%

The District shall pay the employee-only premium for the plan provided by the District's group dental insurance carrier for eligible employees. Applicable dependent premiums shall be paid by the employee through the payroll deduction process.

The District agrees to contribute the approved amounts for June and July for covered employees who are working or are on leave covered under the Family and Medical Leave Act (FMLA) or paid non-FMLA qualifying medical leave, on their last scheduled work day of the school year. Employees are still responsible for paying their applicable premium contributions.

The District will provide group life and accidental death and dismemberment coverage for eligible employees at no cost to the employee.

- E-14.1 EMPLOYEE ASSISTANCE PROGRAM (EAP): The District will provide an Employee Assistance Program (EAP) with counseling services for eligible employees at no cost to the employee.
- E-15 LONG TERM DISABILITY INSURANCE: The District will provide group long term disability coverage for eligible employees at no cost to the employee.
- E-16 PLAN CONTENTS: The contents of the Medical, Dental, and Long-Term Disability plans shall be mutually agreed upon by the Association and the Board of Education.
- E-17 WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY: A workers' compensation and employers' liability insurance policy in the usual form shall be purchased by the Boulder Valley School District. Employees of the District acting within the course and scope of their employment shall be insured under the policy. A copy of this policy shall be provided to the Association.
- E-18 BENEFITS COMMITTEE: During the term of this Agreement, the Benefits Committee shall meet and confer regarding general contractual insurance matters. The District Insurance Consultant may be requested to attend such meetings. The Benefits Committee will make decisions by consensus.
- E-19 PERA AND WORKER'S COMPENSATION: PERA and Worker's Compensation as established by the statutes of the State of Colorado shall be provided members of Unit B by the Boulder Valley School District.
- E-20 ANNUAL LEAVE
- E-20.1 Effective with the 1996-97 work year, annual leave days will not accrue from one year to the next except as provided in section E-21.2. Each full-time contracted employee shall be allocated twelve (12) days of annual leave at the beginning of the current contract year.
- E-20.1.1 An employee who is hired to work less than 186 days in a school year or who has less than a full time assignment shall receive annual leave of a pro-rata basis.
- E-20.1.2 In the event that an employee's contract is terminated prior to the termination date stated on the contract and the employee has used more days than he/she/they has accrued, an hourly pro-rata reduction will be made on the final paycheck to the employee, except in cases of death or other such circumstances beyond the control of the employee.
- E-20.2 Annual leave days will accumulate up to a maximum of 25 days beyond the 12 days accrued each year. By June 1 of each year, each employee who wishes to be paid for up to 12 annual leave days shall designate in writing on the appropriate school district form the number of unused days to be paid that

contract year. Otherwise, the annual leave days will accumulate up to a maximum of 25 days. Any annual days above 25 at the end of the school year will be automatically paid in July.

Upon separation from the district, an employee will be paid up to a maximum of 37 annual leave days.

- E-20.3 Each July, each employee shall receive a payment at the starting substitute teacher daily rate for all annual leave days paid as defined in E-21.2. Annual leave days that are included in the July payment are not carried over to the next contract year.
- E-20.4 An employee intending to use annual leave shall notify the school district's substitute calling system at least five (5) days prior, when possible, to the day(s) on which such leave is taken.
- E-20.5 An employee who exhausts his/her/their annual leave may, at the discretion of the Assistant Superintendent of Human Resources or designee, be granted additional days of leave without pay. Extended leaves of absence may be requested under sections E-29 through E-38.
- E-20.6 Except as provided in section E-21.3, the accrued sick leave balance for each employee will be frozen at the level in place as of June 7, 1996. An employee who resigns, retires or is reduced in force on or after June 7, 1996, will receive payment for the frozen unused sick leave days as follows:

Years of Full-time Service as of June 7, 1996	Rate Paid for Each Day Accrued as of June 7, 1996
0-15	\$48.86
16-20	\$61.08
21-25	\$73.30
26 and above	\$91.62

E-20.6.2 In the event of death of an employee, payment of accumulated sick leave shall be made to the employee's estate.

- E-20.7 An employee may use frozen accumulated leave days from his/her/their accrued frozen sick leave balance as provided in section E-21.5 subject to the following conditions:
  1. Frozen sick leave may be used only after all accumulated leave is exhausted pursuant to section E-21.5.
  2. Frozen sick leave days may be used for the illness for oneself or for maternity/parental leave or for the illness or death of a member of one's immediate family as defined in section E-24.

Other Provisions:

- E-20.8 An employee on an extended leave of absence without pay will retain his/her/their accumulated leave as provided in section E-34 but will not accrue further leave until he/she/they returns to work on paid status.
- E-20.9 When an employee chooses to contribute a day(s) to the Sick Leave Bank as provided for in section E-22, such day(s) will be subtracted from the annual leave days in section E-21.2 and will not be subtracted from the accrued sick leave days as provided for in section E-21.6.
- E-20.10 An employee will have annual leave deducted based upon the number of hours absent from work. An employee must count a planning period the same as an instruction period when absent from work.
- E-20.11 In addition to using annual leave, an employee may use up to three (3) days of leave to observe religious holidays which occur on regularly scheduled work days, provided such days are made up by arrangement with the respective principals and are used for regular job-related activities.

## E-21 SICK LEAVE BANK

- E-21.1 A sick leave bank will be established as of September 1, 1996. All employees shall be eligible to participate on a voluntary basis.
- E-21.2 An employee has the option of enrolling in the Bank during the open enrollment period from the first contract day of each year through September 15, or for employees hired after September 1, during the first ten days of that employee's contract. To be enrolled in the Bank for that contract year, each employee will donate one (1) day of his/her/their annual leave to the Bank.
  - E-22.2.1 An employee who works less than 186 days in a school year or who has less than a full-time assignment shall donate and receive Bank days on a pro-rata basis.
- E-21.3 Days donated to the Bank in section E-22.2 will be considered in the Bank as of the first scheduled work day of each school year.
- E-21.4 An employee may withdraw from membership in the Bank between the first contract day each year through September 15, by designating such in writing on the appropriate school district form. An employee will not be able to withdraw any days which such employee has previously contributed.
- E-21.5 Any employee applying for Sick Leave Bank benefits must have used at least twenty-five (25) consecutive leave days prior to making application. Such leave may consist of annual leave days, frozen accumulated sick leave days as defined in section E-21. Provided the employee is ill or injured, and/or leave without pay.

- E-21.6 Any remainder of the employee's accumulated annual leave days and/or frozen accumulated sick leave days as defined in section E-21.2 will be the employee's new balance.
- E-21.7 A maximum of fifteen (15) days each contract year can be drawn by a full-time employee from the Bank in addition to the employee's own accumulated annual leave days if any. Less than full-time employee's days will be prorated accordingly.
- E-21.8 An employee who is authorized leave days from the Bank will not be required to replace such days except as a regular contributing member of the Bank.
- E-21.9 Leave days can only be authorized from the Bank for an employee's illness or injury. Days will not be granted for an employee to care for someone else who is ill or disabled or for non-contracted days or days in which workers' compensation is available to the employee.
- E-21.10 A request for authorization of Bank days must be accompanied by a statement from a qualified physician certifying that the employee is unable to fulfill the employee's contractual obligations and explaining the medical reasons therefore.
- E-21.11 Each full-time employee enrolling in the Bank will donate one day of such employee's own annual leave to the Bank each September 1, until the Bank has accumulated 1500 days. Thereafter, no more days will be added until the Bank is depleted to 500 days except for days to be donated by new members which may be added to the Bank at any time.
- E-21.12 Any variances from this "SICK LEAVE BANK" section shall be by the Sick Leave Bank Committee. The Committee shall consist of three (3) Unit B employees appointed by the Association and three (3) persons from the administrative staff appointed by the Superintendent.
- E-21.12.1 Decisions of the Sick Leave Bank Committee shall be final and binding and not grievable.

#### INJURY LEAVE

- E-22 Injury leave may be granted to protect an employee against temporary loss of salary when he/she/they sustains an injury arising out of, or in the course of, the actual performance of his/her/their job. Such injuries may entitle an employee to benefits under the Workers' Compensation Act.
- E-22.1 In order to receive these benefits, injured employees are required to report the injury without delay to their immediate supervisor; report to a duly qualified physician and have a verification of the injury made to the District; and file an application for Workers' Compensation benefits within two working days in the Benefits Department.

E-22.2 In the event of an on-the-job injury to the employee, which is deemed compensable under the Workers' Compensation Law, the employee will continue to receive compensation that the employee otherwise would have normally earned for up to three (3) days. Such absence will not be charged to annual leave. In those cases where the insurance carrier assumes liability, the injured employee may, beginning with the fourth day of absence due to such injury, receive his/her/their full salary from the School District less the amount of any workers' compensation pay received for a period of time not to exceed thirty (30) working days. In such case, the absence would not be charged to the employee's annual leave.

E-22.3 After the end of the described thirty (30) working days, the employee has two options:

1. He/she/they may use accumulated annual leave and be paid at his/her/their full salary less the amount of Workers' Compensation pay. In such cases the absence is charged against the employee's accumulated annual leave on a prorated basis.
2. He/she/they may accept only Workers' Compensation pay in which case annual leave will not be charged.

E-22.4 In cases where the insurance carrier fails to assume any liability, all absences may be charged under the regular annual leave provisions.

#### BEREAVEMENT LEAVE

E-23 When death occurs in an employee's immediate family, he/she/they shall be granted three (3) working days off with pay for the time lost from work. In the event an employee needs to travel out-of-state, an additional two (2) days of bereavement leave will be granted. The definition of "immediate family" as used here shall be interpreted to include husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents, grandchildren of employee, domestic partner or any relative living in the immediate household of the employee. Any additional days will be charged to accumulated annual leave, frozen sick leave and/or leave without pay.

E-23.1 In unique circumstances, an employee may appeal to the Assistant Superintendent of Human Resources for a variance of the provision. Decisions of the Assistant Superintendent of Human Resources shall be final and binding and not grievable.

#### MISCELLANEOUS SHORT ABSENCES

E-24 TIME OFF TO VOTE: Employees who are qualified to vote will be given time off, without loss of pay, for the purpose of voting. Arrangements for such absences must be

made in advance with the employee's immediate supervisor.

E-25 JURY DUTY: Employees who are ordered to serve on jury duty will be granted time off with pay for court appearances.

E-26 COURT APPEARANCES:

E-26.1 Employees who are subpoenaed to appear in court on a matter that involves the employee's capacity as a District employee shall be granted time off with pay for court appearances.

E-26.2 Employees who are subpoenaed to appear in court as witnesses shall be granted time off with pay upon presentation of court notice for such appearance(s).

E-26.3 Time off for court appearances on personal legal matters may be charged to annual leave. If more than an employee's available annual leave is needed, the employee shall pay for the substitute time needed. Annual leave need not be used for absences less than one-half day if arrangements are made with fellow employees as provided in C-13.

E-27 MILITARY LEAVE

E-27.1 MILITARY SERVICE: Any employee who is unable to perform the terms of an employment contract because of entry into military service as defined by the Selective Service Act of 1967, should notify the Human Resources Division, in writing, immediately upon receiving orders to report for military duty. Copies of such orders shall be submitted to the Human Resources Division. An employee who applies for reinstatement within the time period provided by law will be reinstated.

E-27.2 MILITARY TRAINING LEAVE: Employees belonging to the Guard or Reserve Units will be allowed to take up to fifteen (15) calendar days per year of time off from their regular duties for such military training. A leave not to exceed fifteen (15) calendar days per year shall be without any loss of pay provided that the employee on such military leave shall turn over to the District payment received for such services.

E-27.3 MILITARY LEAVE: Employees of the District who are members of the National Guard or the military reserves who are called to active military service will be entitled to continuation of District insurance coverage on the same basis as they had prior to the call to service with the District making the same contribution as for other employees in the service-member's classification for a period of ninety (90) calendar days, or the duration of their military service, whichever is shorter. Such employees will also receive the difference between their military pay and their District pay for a period of ninety (90) calendar days for the period of service in the military, whichever is shorter. In addition, the employee may continue District insurance coverages including dependent

coverage, but at the employee's expense, on the same basis as available to current District employees, for a period of eighteen (18) months after being called to duty, for so long as the employee is in active military service.

#### EXTENDED LEAVES OF ABSENCE

- E-28 **RETURN RIGHT-REPLACEMENT:** Upon request made at the time of leave application, the employee shall be returned to his/her/their former assignment provided the total duration of the leave is one (1) year or less. Such assurance would not be available if circumstances prohibit it. When an employee requests to return to his/her/their former assignment, the individual employed to fill a vacancy created by the leave of absence shall be employed on a temporary basis.
- E-29 **NOTIFICATION:** An employee of the District whose leave of absence expires at the end of the fall semester shall notify the District of his/her/their intent to return by no later than December 1<sup>st</sup>. An employee of the District who is on leave during the spring semester whose leave expires prior to the beginning of the following school year shall notify the District by April 1<sup>st</sup> of intent to return. Failure to so notify the District will result in termination unless there are mitigating circumstances which would make such notification impossible.
- E-30 **LEAVE OF ABSENCE FOR IMPROVEMENT OF HEALTH:** Leaves of absence for improvement of health of the employee or the employee's immediate family shall be granted upon written application accompanied by documentation from a medical doctor not to exceed one (1) year in length.
- E-31 **LEAVE FOR GOVERNMENTAL SERVICE:** An employee of the District elected or appointed to serve in a position of community, county, state or national governmental service will be granted a leave of absence without pay if the governmental service requires the employee to be absent from his duties in the District.
- E-31.1 Daily salary deductions for this purpose shall be based on the actual salary of the employee divided by the number of scheduled work days for the employee for a specific year. If the governmental service requires daily part-time absence, salary deduction shall be prorated.
- E-31.2 For the purpose of this policy, full-time campaigning on one's behalf shall be construed as governmental service.
- E-32 **FAMILY MEDICAL LEAVE ACT:** The conditions of this agreement will remain in compliance with current FMLA regulations.
1. Employees with required medical documentation will be granted up to 12 weeks of unpaid leave for any of the following reasons:
    - a. To care for the employee's child after birth, or placement for adoption or foster care.



- b. To care for the employee's family member who has a serious health condition.
  - c. For a serious health condition that makes the employee unable to perform his/her/their job.
2. Employees will use accrued paid leave for the absence up to their available balances unless the employee provides written notification to Human Resources prior to the beginning of the leave to use unpaid leave.
  3. For the duration of the 12 week leave, the District will maintain all group health, dental and life insurance benefits.
  4. The employee's 12 week leave will not be considered a break in service and he/she/they will be reinstated to the same or equivalent job with the same pay, benefits and terms and conditions of employment on their return from leave in accordance with current FMLA regulations.

E-33 EXTENDED ABSENCES FOR PERSONAL REASONS: Extended absences without pay for personal reasons, not to exceed one year in length, will not be granted for an employee to work out of the district. Provided, however, that employees who will teach in another country will be granted such leave when the leave conforms to the BVSD school calendar. An extension of such leave may be granted at the discretion of the Board of Education. In extenuating circumstances, the district may grant a leave for another purpose. A personal leave request is subject to the following conditions:

1. APPLICATION: An employee requesting an extended leave of absence for the second semester or third trimester shall submit such request to the Human Resources Division, with a copy to the principal, prior to December 1, of the semester or trimester preceding the leave. An employee requesting an extended leave of absence for the first semester or first or second trimester of the ensuing school year shall submit such request to the Human Resources Division, with a copy to the principal, prior to April 1, of the year preceding the leave. When unforeseen circumstances result in an employee request for leave after December 1<sup>st</sup> or April 1<sup>st</sup>, the Assistant Superintendent of Human Resources may waive the deadline dates.
2. Approval must be recommended by the Superintendent and other administrative officials concerned.
3. The Board of Education must approve the application.

E-33.1 PARENTAL LEAVE: Extended absences for newborn child care or adoptive child care, not to exceed one year in length, shall be granted without pay to licensed employees (including probationary) according to the above conditions.

E-34 LEAVE FOR PROFESSIONAL STUDY: Upon the recommendation of the

Superintendent, the Board of Education will consider application of any full-time employee for a leave of absence without payment of regular salary for one quarter, one trimester, one semester or one year for the purpose of professional study. Such employee must have a minimum of five years of satisfactory and uninterrupted service in the Boulder Valley Schools. In special or unique circumstances, subject to the prior approval of the Assistant Superintendent of Human Resources, an extension of such leave may be granted.

E-34.1 For the purpose of this provision, neither military leave nor sick leave shall be interpreted as having interrupted service. Previous leave for travel or professional study or for the improvement of health, leave for exchange teaching, or miscellaneous personal leaves of extended length constitute interruption of service.

E-34.2 LEAVE FOR PROFESSIONAL STUDY, APPLICATION: The application for a leave for professional study shall be filed in the office of the Assistant Superintendent of Human Resources no later than April 1, or November 1, preceding the term it is desired that the leave become effective. The application will be immediately referred to the appropriate District administrator for consideration and processing. The application should include a description of the program which the applicant plans to pursue during the absence, as well as a statement of the employee's commitment to return to active service with the Boulder Valley Schools for at least one year. Failure to return for at least one year from a leave shall obligate the employee to refund any monies received under section E-39.4 unless mitigating circumstances are accepted by the Board of Education as reason for waiving this obligation. In determining his/her/their recommendation to the Board of Education, the Superintendent of Schools will consider: a) the extent of the applicant's professional study, growth and contributions during his/her/their term of service with the Boulder Valley Schools, b) the extent to which study will contribute to the cultural and technical qualifications of the employee for his/her/their work in the Boulder Valley Schools and c) length of uninterrupted service in the Boulder Valley Schools.

E-34.3 Salary increments or reductions and employee rights will accrue to the employee while he/she/they is on leave for professional study.

E-34.4 LEAVE FOR PROFESSIONAL STUDY, SCHOLARSHIP: An eligible employee placed upon a leave of absence for professional study may apply to the Board of Education for a scholarship of \$750 for one academic quarter, \$1000 for one academic semester or \$2000 for a full academic year. Those employees who receive a scholarship shall execute a scholarship agreement with the Board of Education which shall include the following terms:

1. As a condition of receiving the scholarship the teacher must satisfactorily complete all academic work or research projects in his/her/their program of study.
2. The employee shall provide the Superintendent of Schools with a transcript of

grades upon receipt of the same, and will provide any additional reports or information as may be reasonably required by the Superintendent.

3. The employee shall agree to return to the District following the leave of absence and to enter upon and perform the services of an employee or administrator for a period of at least one year. Should the employee fail to do this, all sums paid shall immediately become due and payable from the employee to the School District. If the employee is unable to complete the required year of service because of illness or disability not due to his/her/their own negligence, the employee will have an additional period of time following recovery from such illness or disability to complete the year of service required.
4. Scholarship recipients shall be reimbursed at the beginning of each term of study at the institution at which they are duly enrolled.

E-35 CAREER AND TECHNICAL EDUCATION PROFICIENCY LEAVE: Upon the recommendation of the Superintendent, the Board of Education will consider the application of any full-time vocationally credentialed employee for leave of absence without payment of regular salary for one semester or one year for the purpose of increasing vocational proficiency. For the purpose of this provision, eligible employees include those credentialed employees teaching in Board-approved programs at Boulder Technical Education Center or in Consumer and Family Science, Marketing and Technology and Industry or Business Education programs in the regular high school. Such employee must have a minimum of 5 years satisfactory and uninterrupted service in Boulder Valley Schools. For each 1,000 hours of work done under this provision, .02 index points will be granted on the salary schedule, up to a maximum of .04 index points per year.

E-36 MILITARY LEAVE FOR ACTIVE SERVICE: Any full-time employee of the District who enlists in or is inducted into the armed forces will be granted a leave of absence without pay. He/she/they will retain the status of probation or teacher he/she/they had achieved prior to his/her/their entry into the service. The District will require written notice from the employee of his/her/their intention to resume employment six months before the date he/she/they wishes to reenter the employment of the District.

E-36.1 The provisions of this leave and the accompanying benefits will automatically expire if the employee does not give the District written notice of his/her/their intention to resume employment within six months after his/her/their eligibility for separation from service, or after the termination of the emergency, whichever is earlier. The District reserves the right to revoke or deny extension of leave to an employee remaining in military service beyond the compulsory period.

E-37 LEAVE RIGHTS: A member of Unit B on a leave of absence will accrue seniority rights as if on active service to the District. Except as provided in E-39.2 for Professional Leave, salary increments will not accrue for an employee on a leave of absence. Subject to the provisions of insurance policies, an employee on leave of absence without pay may participate in the District's medical and dental insurance plans at their own expense

through COBRA.

## TUITION REIMBURSEMENT

E-38 During the term of this Agreement, an amount equivalent to four (4) times the employee base salary (BA = Step A) per school year will be allocated annually for the use of tuition reimbursement. Any Unit B employee with a regular contract who has completed one year of satisfactory service and who has been notified of reemployment for the succeeding year and who is not on leave of absence may apply for reimbursement of tuition incurred in study for credit at a BVSD approved institution of higher learning (currently those with Higher Learning Commission accreditation or equivalent – <https://www.hlcommission.org>) provided such course(s) are shared with the employee's supervisor in accordance with D-7 or D-8, directly applicable to his/her/their teaching subject area or related subject area and/or is directly related to the school district goals. Coursework that does not meet the above criteria will not be reimbursed. Such reimbursement will be granted for a maximum of three semester hours (or equivalent) per college term and ten semester hours (or equivalent) during the summer term unless approval for more is obtained in advance from the appropriate level director. Tuition reimbursement shall be made for study at any Colorado state supported institution of higher education. For study at any other institute of higher education, including third party off campus, tuition reimbursement shall not exceed the tuition rate for the corresponding term at the University of Colorado at Boulder.

E-38.1 In order to receive reimbursement, employees must submit the following documentation:

1. Official transcripts from the college or university conferring credit must be submitted with the tuition reimbursement request. The date credit for a course is earned will be determined by the course's semester end date indicated on the official transcript.
2. Proper documentation of payment of course(s) from the college or university.
3. Completion of appropriate form requesting tuition reimbursement.
4. All documentation must be received in the Human Resources Division between January 1 and February 28 of the calendar year following course completion.
5. Third party off campus credits and/or payment receipts will not be accepted.

E-38.2 The following reimbursement procedures will apply:

1. Any coursework taken during a calendar year must be submitted between January 1 and February 28 of following calendar year. Reimbursement will occur in March.
2. In the event the total of approved requests is within the dollar limitation, all

approved requests will be paid in full.

3. In the event the total of approved requests exceeds the dollar limitation, payments will be prorated.
4. In the event proration results in amounts of less than \$5.00, the sum of such proration will be carried forward and added to the subsequent calendar year allocation.

E-38.3 Beginning with the first tuition reimbursement, no employee will be granted more than \$2000 during the next four consecutive years.

E-38.4 Unit B employees on leave of absence shall not be eligible for tuition reimbursement.

E-38.5 Request for special consideration may be submitted by employees for whom unusual circumstances have been created by the adoption of this policy.

#### PROGRAM DEVELOPMENT

E-39 Employees shall be provided opportunities to attend curriculum and instruction conferences as dictated by program development needs.

E-39.1 Responsibility for the administration of the program development conference request lies with the District administration.

E-39.2 The appropriate District curriculum committee(s), which shall include employees, will assist in the determination of program needs and in the selection of participants at such conferences. This committee(s) shall develop, with the assistance of the administration, the guidelines and procedures to be used in carrying out its responsibility.

#### CHANGE OF PAY STATUS

E-40 Employees may request to move horizontally on the salary schedule using three options:

- College or University credit
  - Must be earned through a BVSD approved institution of higher learning--<https://www.hlcommission.org> or equivalent
  - Must be applicable to the employee's teaching or related educational fields and aligned to the BVSD Educator Effectiveness Standards
- BVSD Salary Credit
- BVSD Leadership Credit

E-40.1 It shall be the employee's responsibility to initiate a request of horizontal increases in salary due to additional hours of training credit. Requests shall be made in the Human Resources Department on a change of pay status request form which can be obtained from the Human Resources Department.

Official transcripts must be submitted with the horizontal movement request. The completion date listed on the official transcript will be used to determine when the credit was earned.

- E-40.2 Credit on the employee salary schedule shall be granted for successful completion of District programs or courses that have been identified as qualifying for BVSD salary or leadership credit.
- E-40.3 Hours of credit earned after an employee has earned a BA degree, but before an MA degree is earned, cannot be applied to the MA columns. Only hours earned in semesters after the MA confer date, as documented on official transcripts, can be used for horizontal movement beyond the MA.
- E-40.4 Employees may move one lane on the horizontal salary schedule by accruing twelve (12) qualifying credits each calendar year. Employees are limited to applying twelve (12) credits for a pay change each BVSD academic year.
  - a. BVSD Professional Learning Salary and Leadership Credits shall be earned in the following manner: One (1) credit is equal to 30 hours; 0.5 credit is equal to 15 hours; 0.25 credit is equal to 7.5 hours. BVSD Salary and Leadership Credits are exempted from this 12-credit cap; an employee may earn these credits in addition to the twelve (12) outside credits allowed per year. Leadership and Salary credit are approved and tracked through the Professional Learning Department.
  - b. Leadership or other roles eligible for credit may include: leadership team, committee chair, professional development leader, service on district committees, and BVEA leadership.
  - c. Credit may not be accrued for positions or activities for which the employee already receives compensation or which take place during contract hours.
  - d. Annual credits in excess of twelve (12), in a calendar year, earned as part of an accredited graduate degree program or program that results in an endorsement, certification, or licensure, will be permitted.
- E-40.5 The effective date for horizontal change requests will be the start of each contract year. Horizontal movement will take place prior to steps being provided beginning in August 2022. Employees are eligible to submit one Change of Pay request per BVSD academic year.

School Year	Submission Dates	Submission Deadline for Horizontal Pay Request	Paycheck Increase Date
2020-2021 (only 1 submission will be accepted)	8/1/20 - 10/15/20	October 15, 2020	November 30, 2020 (Pay increase will be retroactive to 8/31/20)

	10/16/20 - 1/31/21	January 31, 2020	February 28, 2021
	2/1/21 - 5/31/21	May 31, 2021	August 31, 2021
	6/1/21 - 7/31/21	July 31, 2021	October 31, 2021 (Pay increase will be retroactive to 8/31/21)
2021-2022 (only 1 submission will be accepted)	8/1/21- 10/15/21	October 15, 2021	November 30, 2021 (Pay increase will be retroactive to 8/31/21)
	10/16/21 - 5/31/22	May 31, 2022	August 31, 2022
	6/1/22 - 7/31/22	July 31, 2022	October 31, 2022 (Pay increase will be retroactive to 8/31/22)
2022-2023 (only 1 submission will be accepted)	8/1/22 - 5/31/23	May 31, 2023	August 31, 2023
	6/1/23 - 7/31/23	July 31, 2023	October 31, 2023 (Pay increase will be retroactive to 8/31/23)

E-41 **VOLUNTARY REDUCTION:** Employees may voluntarily reduce to less than a 1.0 FTE contract by receiving written approval from the employee’s principal/supervisor and giving written notice to the Human Resources Division by April 1. Such reduction may be approved for up to one (1) year. An extension of such reduction may be granted not to exceed two (2) years in length. If such reduction continues beyond two (2) years, the employee forfeits his/her/their rights to a 1.0 FTE contract and remains at the reduced FTE.

E-42 **JOB SHARES**

1. Job sharing involves two employees (one non-probationary employee and one limited term job share partner) who voluntarily agree to share one full-time assignment in the District. Employees wishing to job share must find a partner in consultation with the building principal or designee and complete the appropriate forms by May 1 of the previous school year. Upon approval by the building principal, the job share shall be granted for one semester or one school year.
2. Non-Probationary employees are eligible to job share. The non-probationary employee requesting the job share will be returned to their former position at the end of the job share. Employees wishing to job share beyond one year need to request a new job share for the following year.

3. Limited term, part-time, temporary and substitute employees, who hold a valid license are eligible to be a job share partner. Highly qualified requirements, if applicable, must also be complied with.
4. The minimum FTE for the non-probationary employee shall be .5 FTE. The minimum FTE for the job share partner shall be .4 FTE
5. 50/50 job share requests shall not be arbitrarily denied, up to a maximum of fifteen (15) 50/50 job shares in one year. Requests for 50/50 job shares beyond 15 in one year will be denied.
6. The two employees will proportionately share the annual leave days accrued to their position with their job share partner.
7. Job share partners who participate in a 50/50 job share are each entitled to the district health insurance coverage. The cost of this insurance coverage will be taken from the one-time money designated by the district. There will be a maximum of 15 50/50 job share partners in one year.

#### E-43 BVSD/BVEA 110 PLAN

The District agrees to continue the 110 program under PERA guidelines for employees who desire post-retirement employment. Employee's wishing to participate in this program must turn in the appropriate form(s) no later than April 1<sup>st</sup>. It is recommended employees notify PERA of their intention to retire 60 to 90 days before the last work day of the contract. Modification or continuation of the 110 plan is subject to any applicable change in PERA rules, regulations or guidelines that require a modification or otherwise restrict continuation of the 110 plan. Employment under this plan is currently limited to not more than one hundred ten (110) days in any calendar year and to one school year.

The employee's assignment, salary, and other working conditions will be the same as the employee would have received had the employee not chosen to participate in the 110 plan, with the exception that the District will not provide access to the sick leave bank during the 110 plan. Benefits will be limited to employees working 0.75 FTE or greater, who may participate in the District's separate 110 medical insurance plan at the applicable contribution rates. The employee may participate in the District's medical and dental insurance plans at their own expense through COBRA.

Employees on a 110, working .50 FTE or greater will receive five (5) annual leave days per year, prorated by FTE.

#### SECTION F: PRIVILEGES & FACILITIES

- F-1 ASSOCIATION PRESIDENT AND VICE PRESIDENT: The Board of Education agrees, subject to the conditions below, that the President and the Vice President of the Boulder Valley Education Association, while they are officially representing the Unit B bargaining unit during the year, should be released from their duties without loss of salary, seniority, or benefits as follows:



- F-1.1 Association President: A limited term replacement shall be hired and the Association President shall work with the replacement to the extent that the educational program in his/her/their classes is not disrupted. The President shall also submit, upon request of the Superintendent or designee, a report covering activities relative to the improvement of District instructional programs and/or contributions toward employee relationships.
- F-1.2 The President of BVEA shall work and be compensated for a 210 day contract.
- F-1.3 Association Vice President: The Vice President shall be released full-time (1.0 FTE) while officially representing Unit B. A limited term replacement shall be hired and the Association Vice President shall work with the replacement to the extent that the educational program in his/her/their classes is not disrupted. The Vice President shall also submit, upon request of the Superintendent or designee, a report covering activities relative to the improvement of the District instructional programs and/or contributions toward employee relationships.
- F-1.4 The employee(s) employed to replace the Association president and/or vice president shall be employed on a temporary basis. The employee(s) serving as Association president and/or vice president shall have the privilege of returning to his/her/their former assignment(s) unless circumstances would prohibit it, or if accepting a different assignment.
- F-2 USE OF FACILITIES: The Association shall be granted use of school building facilities for holding local Association building meetings, Association Representative council meetings, general membership meetings and committee meetings for conducting official Association business provided reasonable notice is given to the Superintendent or his designated representative, and further, provided such meeting does not interfere with or disrupt the normal operation or use of the facility in question. If a charge shall be made of all other groups for such use, the Association shall be charged the lowest rate charged any other group, or for extra janitor's salary, whichever is lower.
- F-2.1 The Association shall have the exclusive use of a bulletin board in each faculty lounge. If the Association building representative and the principal agree that this bulletin board is inadequate, the principal will provide additional space on the office bulletin board. The building representative shall be responsible for the BVEA material appearing on the bulletin board.
- F-2.2 The Association shall have the right to purchase supplies and other materials from the District at the price paid by the District which are normally stocked in the District Warehouse. Such materials and supplies are to be used solely for Association purposes.
- F-2.3 The Association shall have reasonable access to the District mail and email systems within the parameters of school district policy.
- F-3 BOARD MEETING INFORMATION: The Board agrees to make available to the Association the complete "information packet" prepared for each Board meeting. The

Board “packet” will be posted on the website at least four (4) calendar days prior to the meeting and available to BVEA. This shall be posted on the website at the same time as it is viewable for Board members. If there are last minute additions or addendums to the packet, the Association shall be informed of such additions and they shall also be available. The District agrees to provide BVEA copies of all district responses to Requests for Information as a standing Colorado Open Records Request at the same time they are provided to the Board members.

F-4 **PROFESSIONAL LEAVE FOR ASSOCIATION BUSINESS:** The Board shall grant to the Association 100 days of paid leave for its representatives to attend workshops, conferences, and other activities of the Association and its state and national affiliates (BVEA days). Requests shall be processed through the Association. Additional leave days may be granted to the Association by the Superintendent provided the expense of the substitute(s) shall be paid by the Association.

F-4.1 The amount of leave is to be allocated to individual employees at the discretion of the Association, except that if in the judgment of the principal repeated absences of an individual employee are harmful to the education of the students affected, the principal may recommend in writing to the BVEA President and the Deputy Superintendent that these days be limited for that employee.

F-4.2 The Board recognizes that members of Unit B should be encouraged to seek election or appointment to CEA and NEA office or offices of their affiliates. Leave taken to serve in such official capacity shall not be charged to the number of leave days referred to in F-4.1. Requests for such leave must be submitted before seeking the office and approval received from the building principal and Deputy Superintendent. If approved, such time released will be with pay provided compensation is not otherwise provided and shall not exceed ten (10) days per academic year.

F-5 **PAYROLL DEDUCTION:** The District agrees to deduct from each employee’s salary an amount to cover the Association dues and EMO contributions which each employee voluntarily authorizes to be deducted. The District will transmit the amount so deducted and so authorized to the Treasurer of the Association or designee. The Association will provide the District with a copy of each form authorizing such deductions.

F-5.1 **LUMP SUM OR MONTHLY INSTALLMENTS:** Individual employees may elect to have the annual Association dues deducted in a lump sum or in twelve (12) equal monthly installments by indicating same on the form provided for that purpose and transmitting same to the District.

F-5.2 **HOLD HARMLESS:** The Association agrees to hold the Board and the District harmless from any suit, action, complaint, or the like, growing out of these deductions, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Association or designee. The Association agrees that, in the event of any litigation against the District, its agents or employees, arising out of this provision, it will co-defend, indemnify and hold harmless the District, its agents or employees, from any

monetary award or any costs arising out of such litigation, including but not limited to attorney's fees and costs.

- F-5.3 ASSOCIATION NOTIFICATION: The Association shall notify the District Payroll Office in writing, of the current rate of membership dues to be applied with respect to any dues deductions set forth in this Article. Any such notification must be submitted by the 10<sup>th</sup> day of the month that the new rates are effective, or such other dates as mutually agreed upon.
- F-6 VISITING SCHOOLS: Association members and others acting in their behalf shall be permitted to visit schools for carrying out Association business as needed. Such visitations shall not interfere with the educational program or administrative affairs of the school visited. All visitors shall comply with District security requirements and the Colorado Revised Statutes covering public buildings.
- F-7 BUILDING MEETINGS: The Association Representative(s) for each school shall have the right to schedule Association meetings before or after school or during lunch periods. The representative shall obtain a building calendar from his/her/their principal or designated representative. The meetings shall not conflict with the building calendar or the duty schedules of the employees in the building.
- F-8 DISTRICT INFORMATION: The Board agrees to make available to the Association in response to requests, information including but not limited to: annual financial reports and audits, register of employees, tentative budgetary requirements and allocations, agenda and minutes of all Board meetings, pupil enrollment figures, names and addresses of all employees, and an annual actual class size report.
- F-9 EMPLOYEE FILES: Each member of Unit B shall have the right to review the contents of his/her/their personnel file, whether in the central office or the school building, excepting however, any confidential references given at the time of employment. At the employee's written request, a representative of BVEA may accompany the employee in such review.
- F-9.1 No material or complaint of a derogatory nature will be placed in the file unless such material or complaint shall be signed by the person(s) making such derogatory allegations or by the appropriate administrator. Anonymous complaints will not become a part of an employee's personnel file or record.
- F-9.2 Such records of complaints and any statements relating to an employee's conduct, service, character or personality shall not be placed in either an employee's building personnel file or the District Personnel File without so informing the employee and giving him/her an opportunity to attach a reply or comments to the complaint or statement(s).
- F-10 EMPLOYEES' FACILITIES

Each school will have the following facilities:

- a. Storage space and work space for each employee. The Board shall not be held to be the insurer of the employee's personal belongings stored in such place.
- b. Well-lighted, well-ventilated, clean employee restrooms.
- c. There shall be a furnished lounge and an equipment workroom provided for employees in each school. Plans to provide such space where it is needed shall be initiated. Whenever physical facilities permit, as determined by the school planner, and unless the faculty by majority vote opposes necessary alterations, faculty workrooms and lounges shall be separate.
- d. The District shall supply an electronic copy of an employee directory to BVEA by September 30. Such directory shall contain the phone numbers and addresses of all District schools; a list of all District employees by school ordered by alphabet with assignment; and an alphabetical listing of all District personnel with assignment, and telephone number (where not restricted).
- e. The District shall supply all members of Unit B with an electronic copy of the Negotiated Agreement no later than 20 teaching days after final ratification. The District will provide BVEA an electronic copy of the full Agreement in a District available format(s) as requested by BVEA, and 100 printed copies of this Negotiated Agreement within thirty (30) teaching days after such final ratification. Extra copies desired by the Association shall be provided at the Association's expense.
- f. The District shall provide an activity ticket free of charge to each employee for admission of two (2) persons to events that occur in the cluster schools in which he/she/they teaches. The employee may purchase an additional activity ticket for admission of two (2) persons to non-cluster events, at a cost of eight dollars (\$8.00) per ticket.
- g. Every reasonable effort will be made to provide parking space for each employee.
- h. A telephone for employee use for school business and/or necessary private business shall be provided in all buildings. Such telephones are not to be used for long distance calls unless arrangements are made through the building principal. It is recognized that physical limitations of existing buildings may limit the privacy of such facilities.

F-11 SALARY LETTER: The District shall supply the information below to Unit B employees no later than November 1<sup>st</sup> of each year. If a computer malfunction occurs, this date may be waived, but such letter shall be in the hands of the employees prior to the close of the school year.

New salary  
 Total years in the District  
 Degrees and hours for which compensated Date license has to be renewed  
 Type of license held

F-11.1 Accumulated annual leave will be reported on the employee's payroll check.

F-12 LEAVE ACCOUNTING: When regular reports are developed on absences requiring substitute employees, they shall be made available to the Association. Such reports shall include:

- Annual leave
- Professional leave (BVEA days) District in-service
- Administration-initiated meetings

F-13 CHILDREN OF EMPLOYEES: Children of employees will have a preference to attend the school in which the employee works, in accordance with District open enrollment policies and procedures.

### SECTION G: GRIEVANCE PROCEDURE

G-1 DEFINITIONS: A “grievance” shall mean a complaint by a member or group of members of Unit B that there has been a violation, a misrepresentation, or inequitable application of any of the provisions of this Agreement, or of any policy concerning terms and conditions of employment. The term “grievance” and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a probationary employee or in case of dismissal procedures or other matters governed solely by the Teacher Employment, Compensation and Dismissal Act of 1990 as it now exists or may hereafter be amended.

G-1.1 The written grievance shall refer specifically to the provision(s) of this Agreement or policy as referenced to in G-1, which it is alleged has been violated, misinterpreted, or unreasonably or inequitably applied and shall specify the remedial action requested. A grievance which does not contain this information may be summarily denied.

G-1.2 A “grievant” is the employee or employees in Unit B making the claim.

G-1.3 A “party in interest” is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.

G-1.4 “Day” or “days” where used in this Grievance Procedure shall mean, unless otherwise indicated, working days for members of Unit B.

G-1.5 “LEVEL” as used in this Grievance Procedure shall mean the separate and distinct stages to be followed in sequential order in the processing of grievances.

G-1.6 “Association” where used in this Grievance Procedure shall mean the recognized negotiation organization for Unit B.

G-2 PURPOSE: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the problems which may, from time to time, arise. Both parties to this Agreement agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- G-3 PROCEDURE: Grievances should be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum, and a good faith effort shall be made to expedite the process. The time limits may be extended by mutual agreement. No grievance shall be recognized by the Association or the Board of Education unless it shall have been filed in writing or discussed in a joint meeting at LEVEL ONE within fifteen (15) days after the aggrieved knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered waived. If a grievance is filed which might not be finally resolved at LEVEL FOUR under the time limits set forth herein prior to the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practicable.
- G-3.1 If, in the judgment of the Association, a grievance affects a group of Unit B members and two or more principals or no principal, the Association may submit such a grievance in writing to the appropriate level executive director or assistant superintendent and the processing of the grievance shall begin at LEVEL TWO.
- G-3.2 No grievance may be filed regarding any matter for which the method of review is prescribed by law or in which the Board of Education is without authority to act.
- G-3.3 Neither the Board of Education nor any member of administration will take reprisals of any nature against any grievant, party in interest, Association representative, or any other participant in the Grievance Procedure because of participation in the Grievance procedure.
- G-3.4 During the processing of the grievance through the various levels of the procedure, timely filing must be made, or the grievance will be considered waived.
- G-3.5 If a member of Unit B elects to pursue any legal or statutory remedy for a grievance, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of this Grievance Procedure.
- G-3.6 All written or printed matter dealing with any grievance will be filed separately from any other records maintained by the District and will not become a part of the personnel file of any grievant.
- G-3.7 The Board of Education will make available to any aggrieved person and/or representative(s) all pertinent information not privileged under law in its possession and control and which is relevant to the issues raised by the grievance.
- G-3.8 The rights and professional reputation of all parties in interest are to be protected by all means possible, and the interruption of classroom activities and

the involvement of students are to be avoided wherever possible in all phases of the Grievance Procedure.

G-3.9 The filing or pendency of any grievance shall in no way operate to interfere with the right of the Board of Education and/or the administration to continue the contested action.

G-3.10 When it is necessary for employees of the District to attend a meeting or hearing called to resolve a grievance, such employees shall be provided released time without loss of pay for such time as their attendance is required at such meeting or hearing subject to the following limitations:

Level One The grievant, and if requested, one Association representative and/or not more than one other employee.

Level Two The grievant, and Association representative and not more than two other employees.

Level Three The grievant, the Association representative and not more than two other employees.

Level Four The grievant, the Association representative and such number(s) of other witnesses as may be mutually agreed upon by both parties.

Notification to such employees' immediate supervisor will be made by the appropriate level administration. Necessary arrangements will be made to avoid interruption of the regular school duties of such employee(s).

G-4 **INFORMAL CONFERENCE:** Prior to the filing of a grievance at LEVEL ONE, the employee shall discuss the matter with his/her/their immediate supervisor in an effort to resolve the issue(s) informally. The aggrieved employee (1) may request that the Association's representative or some other person be in attendance, or (2) may request that the Association's representative or some other person act in the employee's behalf. If the informal conference cannot be held before the deadline for filing at LEVEL ONE, the deadline shall be extended to a mutually agreed upon date.

G-5 **LEVEL ONE:** If not resolved informally, the grievant may file the grievance in writing with the immediate supervisor. The written grievance will state the nature of the grievance, the provision(s) of the agreement or any policy concerning terms and conditions of employment allegedly violated, and the relief requested. The immediate supervisor will provide a written answer to the reason(s) therefore to the grievance within five (5) days and will provide a copy of that decision to the Association, the grievant, the Assistant Superintendent of Human Resources, and the appropriate District administrator.

G-6 **LEVEL TWO:** If the grievance has not been resolved at LEVEL ONE, it may be appealed in writing by the Association to the appropriate level Executive Director or

Assistant Superintendent within five (5) days after receipt of the written decision from LEVEL ONE.

G-6.1 The Executive Director or Assistant Superintendent and/or representative(s) will meet with the aggrieved employee and/or representative(s) within five (5) days of the receipt of the written grievance from the Association in an effort to resolve the grievance using the Interest-Based Problem-Solving Model.

G-6.2 If Interest-Based Problem-Solving is not successful within five (5) days after hearing the grievance, the Executive Director or Assistant Superintendent will render a written decision including the reason(s) therefore and either present it or send it by U.S. mail to the Grievant and to all parties in interest officially present at the hearing, as well as to the President of the Association.

G-7 LEVEL THREE: If the grievance has not been resolved at LEVEL TWO, or if no decision has been rendered in writing within five (5) days after the hearing, and the Association deems to do so, the grievance may be appealed to the Superintendent within five (5) days after receipt of the written decision or the five (5) day period in which no decision was rendered.

G-7.1 The Superintendent and/or representative(s) will meet with the grievant and/or representative(s) within ten (10) days after receipt of the written grievance in an effort to resolve the grievance.

G-7.2 Within ten (10) days after hearing the grievance, the Superintendent or his/her/their representative will render a written decision including the reason(s) therefore and either present it or send it by U.S. mail to the Grievant and to all parties in interest officially present at the hearing, as well as to the President of the Association.

G-8 LEVEL FOUR: If the grievance has not been resolved at LEVEL THREE, or if no decision has been rendered in writing within ten (10) days after the Superintendent or his/her/their representative heard the grievance, and the Association deems to do so, the Association may demand arbitration. Such demand must be made within ten (10) days after receipt of the Superintendent's or his/her/their representative's response or the ten (10) day period of no response. Within ten (10) days of the demand for arbitration, the Board and/or representative(s) and the Association and/or representative(s) will select an arbitrator. In the event the parties are unable to agree on an arbitrator, selection shall be made in the manner provided by the current Negotiations Procedure for selecting a mediator.

G-8.1 The arbitrator will have the authority to hold hearings and make procedural rules. All hearings held by the arbitrator shall be in closed sessions and no news release shall be made concerning progress of the hearings.

G-8.2 The arbitrator will submit a written report not more than fifteen (15) days after the last hearing date or if hearings have been waived, not more than fifteen (15) days after receipt of briefs filed in the case. Copies of the report will be sent to



the Association, the Board of Education and the Grievant and will set forth findings of fact, reasoning, conclusions and recommendations on the issue(s) submitted. The arbitrator shall not amend, take away, add to, or change any of the provisions of this Agreement and may consider the only issue(s) submitted in writing by the Board and Association. The arbitrator's decision(s) shall be based solely on the interpretation of the terms of this Agreement and shall be advisory only and binding neither the Association nor the Board of Education.

- G-8.3 Within ten (10) days of the receipt of the arbitrator's report, a meeting between Association and Board representatives will be held to discuss the report. No public release may be made until after such meeting. Each party will advise the other of its position on the arbitrator's decision and the reasons therefore.
- G-8.4 The Board shall take official action on the report of the arbitrator not later than thirty (30) days after receipt of the arbitrator's recommendations.
- G-8.5 The costs for the services of the arbitrator, including per diem expenses, necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.
- G-8.6 Either party may request that an official stenographic record of the testimony at the hearings be made. The party requesting such record shall pay the costs thereof except that if the other party shall request a copy of any transcript, it shall share the entire cost of making the stenographic record.

#### SECTION H: ADVISORY COUNCIL

- H-1 TEACHERS' ADVISORY COUNCIL: The Teacher's Advisory Council shall continue for the purpose of improving communications and providing an opportunity for the discussion of items of concern to employees and to the administration.
  - H-1.1 The function of the Council is advisory. As a result of agenda items discussed, the Council shall make recommendations to the Superintendent of Schools, Deputy Superintendent or appropriate Executive Director for their consideration.
  - H-1.2 TAC membership will include the Superintendent and his/her/their designees and 11 BVEA members that reflect the BVSD organizational model of area networks as follows:
    - One member from each level--elementary, middle and high school for each of the 3 Area Networks (9 members)
    - One member from our PK-8 schools
    - If at least two members listed above are not specialists, one additional specialist member can be added.
    - BVEA Vice President

- H-1.3 There will be an application process for interested parties. Applications will be reviewed and chosen by the Executive Board for appointment by the President. If there is no applicant for one of the vacancies, recommendations will come to the Executive Board and the President will appoint.

Appointments will be for 3 years, with no term limits and will replace 1/3 of the members each year to maintain historical knowledge on the Committee. The Northwest Area Network will apply for the 2021-2022 school year followed by the East Area Network in the 2022-2023 school year and the Southwest Area Network in the 2023-2024 school year.

- H-1.4 The Chairperson of the Teachers' Advisory Council shall be elected by the Council from the employee membership. The operating rules shall be established by the Council.

- H-1.5 Meetings shall be held once monthly September through May according to the schedule set by the current members of the Council and the Superintendent. Meeting dates may be changed or additional meetings scheduled when necessity requires, by mutual agreement.

- H-1.6 Items for the agenda are to be written and mailed to the Council chairperson and the Superintendent for inclusion on the agenda. Minutes will be kept and distributed appropriately. The Council shall consider only those items that have not been or cannot be resolved through proper administrative channels. Items shall not be included on the agenda if they are in the process of negotiations or in any step of the grievance procedure. The fact that any item is on the agenda or has been considered by the Council does not mean that it cannot also be proposed for the negotiations package by either the Board or the negotiating unit. Items may be added to the agenda at any meeting by majority vote of the Council.

- H-1.7 The administration shall respond to the Council on the status of any recommendation made by the Council within twenty (20) days or at the next regularly scheduled Council meeting, whichever is first.

- H-1.8 Agenda items may be submitted by an employee or group of employees providing the item or items meet the qualifications for the agenda as established above.

- H-1.9 Inquiries concerning duplication of record lists or the gathering of data where administrative guidance might be needed should be submitted to the appropriate department head in writing, with a copy to the Superintendent. The department head shall within five (5) days respond to the inquiry in writing, either supplying the information or indicating what would be involved in obtaining the information and suggesting a time and procedure.

## SECTION I: PROFESSIONAL RELATIONSHIPS

- I-1 **FACULTY ADVISORY COMMITTEE:** The purpose of an FAC is to facilitate collaboration between the faculty and the administration on an on-going basis to address issues as they arise and to engage in a mutual problem-solving process to resolve issues. If a building faculty establishes a Faculty Advisory Committee, the principal shall attend meetings when requested by the committee (given adequate notice) and respond to questions and recommendations posed by the committee. There will be a fall meeting of building principals and ARs in 2008 to share information on how to establish and maintain an effective FAC. Future meetings may be requested by BVEA or BVSD to continue to facilitate the implementation of an FAC in a building. Each individual building may request support from BVEA and HR at any time to provide guidance to establish an effective FAC.
- I-2 **BUILDING AND REMODELING PLAN:** Employees affected by new facilities shall be represented on advisory planning committees. Employees may recommend to the appropriate executive director a committee of representatives from among their number to serve on these committees. The Deputy Superintendent will select at least two thirds of the members for each such committee from the list submitted. The employees serving on such committees shall be given released time as determined by the Deputy Superintendent to perform duties related to the committee's work. Final plans and specifications shall be available to the committee for review and recommendations. Before final approval by the Board of Education, the Deputy Superintendent shall meet with the committees to consider their questions and recommendations concerning the final plans, and shall inform the Board of them. It is understood that recommendations from such committees are advisory only.
- I-3 **SCHOOL VISITATION:** Principals and counselors shall confer with other employees before scheduling parent conferences, except in cases of emergency.
- I-3.1 An employee at his/her/their discretion may bar a visitor from his/her/their classroom until a conference is held with the principal. This provision is not intended to discourage parents of children in a classroom from visiting the classroom.
- I-4 **OTHER MATTERS:** Employee concerns not covered in section G-1 should be discussed with the principal or appropriate supervisor and then may be filed with the Association, and the Association shall have the right to meet with the appropriate principal or supervisor in an effort to resolve the issue.
- I-5 **PROFESSIONAL DEVELOPMENT:** In a timely manner and through the shared decision process, staff will be provided the opportunity to give meaningful input into the planning and implementation of building professional development activities. Participants will have the opportunity to evaluate professional development activities. The feedback collected will be shared with the staff. Each building will have a transparent process for the identification and distribution of building professional development funds.

I-6 PROFESSIONAL RELATIONSHIPS: BVSD and BVEA commit to a shared value of collaborating and positive problem solving when schools have significant achievement challenges. When a school has been identified with significant achievement challenges by the Superintendent or designee, the district and the stakeholders, including the Association, will work in a proactive manner to address and communicate the issues. A variety of assessments and body of evidence will be used to determine the root cause of the achievement challenges and progress will be monitored through accountability checks by the Superintendent or designee as the plan is implemented. The achievement challenges will be identified and discussed with stakeholders including what can happen if achievement does not improve. If decisions are made to reorganize the school, then C-22 would apply and teacher evaluations will be honored if reassignment or school transformational decisions are deemed appropriate. A process and timeline will be created including meaningful input of staff to address the issues and the improvement plan. Collaboratively, stakeholders will identify the challenges, standards, expectations, resources, and appropriate central administration support. Training and support for a collaborative process will be provided as needed.

I-6.1 DISTRICT AND OTHER EQUIPMENT AND TECHNOLOGY

When equipment (e.g. laptops, tablets, projectors or similar technologies) is assigned to any classroom, the teacher is expected to act prudently in the use and safekeeping of such items. The District agrees to not hold the teacher financially responsible for loss or damage to that equipment when the employee's actions have been prudent and consistent with policy and procedure. The District agrees to provide District approved peripherals as needed for the safe operation of such equipment.

SECTION J: FUTURE CONFERENCE AND TERM

J-1 This Agreement shall be in full force and effect from its execution on August 1, 2018 and including July 31, 2021. This Agreement shall automatically continue in full force and effect annually from year to year unless either of the parties hereto shall terminate the same in accordance with the procedures outlined in J-2.

J-1.1 If either party shall desire to change any of the provisions of this Agreement, it shall give written notice as outlined in B-3.

J-1.2 If the parties have not reached an agreement on or before the end of the Contract or reopening term, all provisions of this Agreement shall remain in effect unless specifically terminated in accordance with the following procedure.

J-1.3 In October, 2016, the large negotiations group will meet to negotiate Section J.

J-2 TERMINATION OF AGREEMENT: Ten (10) or less working days prior to the termination date of this Agreement on the first anniversary date or at any time thereafter, if no Agreement on the questions at issue has been reached, either party may give written notice to the other party terminating the Agreement not less than ten (10) days after receipt of notification by registered mail. Such notice shall state the date and hour of

such termination. All provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this period, attempts to reach an Agreement shall be continued.

J-2.1 If the parties have failed to resolve their differences by the specified date, all obligations under this Agreement are automatically cancelled.

ACCEPTED AND APPROVED

Boulder Valley Education Association  
Representing the employees of Boulder  
Valley School District RE2

by: signature on file  
President  
Boulder Valley Education Association

date: \_\_\_\_\_

ACCEPTED AND APPROVED

Board of Education of the  
Boulder Valley Schools

by: signature on file  
President  
Board of Education Boulder Valley  
School District RE2

date: \_\_\_\_\_

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## MEMORANDUM OF UNDERSTANDING SHARED DECISION MAKING

The Board of Education and the Boulder Valley Education Association agree that giving teachers increased responsibility for participating in the decision-making process and the collegial exchange of ideas can result in a more effective professional practice and enhance the learning environment.

In support of shared decision making, each school will develop procedures that legitimately engage administrators, teachers, support staff, parents, and students, where appropriate, in the following areas: proposing, analyzing data, planning, making and implementing decisions, and evaluating solutions in the best interest of the individual school. This procedure is an evolutionary process assuming greater definition through review and modification. These procedures shall give teachers the opportunity to participate in decisions that affect them.

Each school is encouraged to develop a decision-making process that identifies, but is not limited to the following:

1. How decisions will be made in that school or department;
2. A definition of roles and responsibilities for teachers, administrators, patrons, non-teaching staff and students;
3. Provision for evaluating the decision-making process to insure that constituents are appropriately involved at each stage of the process;
4. A means for resolving differences resulting from active involvement.

If, in the evolution of a process for shared decision making at a particular building, staff members believe that implementation is not proceeding appropriately, their concerns should be discussed with the building principal to achieve “greater definition through review and modification.” If this step, “a means for resolving differences,” does not produce a satisfactory resolution, BVEA may request a meeting with the Superintendent to discuss the concerns. The Superintendent or Deputy Superintendent will then, if necessary, meet with administrative staff and/or faculty to facilitate.

The Board of Education and the Boulder Valley Education Association further agree to form a committee composed of three members appointed by the Superintendent and three members appointed by the Association President. This committee may be convened upon the request of either the Superintendent or the Association President.

If a decision is made that this is in violation of state law or regulation, Board policy or action, or the collective bargaining agreement, it shall be the duty of the committee to provide assistance to the school or program department in an effort to find a manner of implementing the intention(s) of the school or program department in such fashion so as to avoid the violation. If however, these efforts are unsuccessful, the Central Administration shall refuse to allow the implementation of the decision on the basis that to have acted otherwise would have resulted in a violation as described. This is the sole basis upon which the Central Administration may act to

prohibit the implementation of a decision. If a dispute exists concerning whether a violation would have resulted from the implementation of a decision, said dispute shall be subject to the grievance procedure of the contract.

The parties agree that this document is an expression of intent to foster the concept of shared decision-making in Boulder Valley Schools. It is intended to provide a framework in which schools may actively engage in the exploration of creative and innovative approaches to local school governance.

\_\_\_\_\_  
Signature on file  
Steve Armitage  
President, Boulder Valley Education  
Association

\_\_\_\_\_  
Signature on file  
Joseph L. Winslow  
President, Board of Education  
Boulder Valley Public Schools

\_\_\_\_\_  
October 9, 1995  
Date

\_\_\_\_\_  
October 12, 1995  
Date

\*corrected version of Memorandum of Agreement signed and dated February 23, 1995



MEMORANDUM OF UNDERSTANDING

Between

Boulder Valley School District (BVSD)

and

Boulder Valley Education Association (BVEA)

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Boulder Valley School District and the Boulder Valley Education Association for the BVEA/BVSD Tentative Agreement Summary regarding **Extra Pay for Extra Duty MOU dated April 23, 2018.**

**Background**

The tentative agreement stipulated that the work of the committee was to be completed by May 2019. Due to changes in district administration and conflicts with the strategic plan work, the committee was unable to meet this deadline. The committee will continue the work during the 2019-2020 school year.

**Purpose**

This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated during the 2019-2020 school year.

**Authorized Officials**

signature on file \_\_\_\_\_

Dr. Rob Anderson  
BVSD Superintendent

Date: 9/16/2019

signature on file \_\_\_\_\_

Terri Mulford  
BVEA President

Date: 9/16/2019

## MEMORANDUM OF UNDERSTANDING EXTRA PAY FOR EXTRA DUTY

This agreement of memorandum of understanding (MOU) entered into on April 23<sup>rd</sup>, 2018, is between the Boulder Valley School District Board of Education (BOE), Boulder Valley School District administration (BVSD administration) and the Boulder Valley Education Association (BVEA).

### **Purpose**

The purpose of this MOU is to establish parameters for a task force charged with reviewing, revising, and creating recommendations about the Extra Pay for Extra Duty section of the negotiated agreement. Task force considerations will include but are not limited to the following:

- How should gender equity in coaching pay be addressed?
- Should the extra-duty pay schedule be included in the negotiated agreement?
- Which activities should be listed, and how can that list be fluid enough to accommodate new activities?
- How can we support equitable student access to athletics and activities when these offerings differ among schools?
- How are decisions made about how extra-duty contracts are awarded?
- How should we address the pay-vs-work discrepancy between MS and HS coaching?
- Should preference be given to teachers who want BVSD coaching jobs before non-BVSD employees are considered?
- How are elementary music teachers (and other activities sponsors) compensated for performances and activities?
- Should base pay for extra-duty contracts increase each year in a systematic way?
- How should the pay amounts for various athletics/activities be amended to better reflect current offerings and to align work expectations with compensation?
- How should extra-curricular and co-curricular activities be considered differently?

### **Task Force Membership**

The working group shall be composed of fifteen (15) members initially, but may be expanded as needed. The initial working group will be composed of the following members:

#### **BVEA Members**

- 1 Elementary music teacher
- 3 Middle school athletic coaches
- 1 Middle school non-athletic activity sponsor
- 3 High school athletic coaches
- 1 High school non-athletic activity sponsor

**BVSD Administration**

Director of Athletics and Activities

1 Elementary building administrator

2 Middle school building administrators

2 High school building administrators

BVSD administration and BVEA will identify representative members of the group by September 1, 2018.

The task force will designate co-chairs who will be responsible for scheduling meetings, developing agendas, and sub-group management, as well as teacher and administrator participation.

**Timeline**

September 1, 2018: Representative members of working group identified and work begins

January 2019: Interim task force progress report presented to the Labor/Management team

March 2019: Final task force recommendation presented to Labor/Management team, negotiations teams, and BOE

May 2019: Final recommendation presented for contract ratification by BVEA membership and approval by BOE

**Funding**

BVSD Administration will develop a budget to support the efforts of the task force, including funding for substitute teachers and facilitation if required.

**Authorized Officials**

signature on file \_\_\_\_\_

Cynthia Stevenson  
BVSD Superintendent

Date: 4/23/2018

signature on file \_\_\_\_\_

Tina Mueh  
BVEA President

Date: 4/23/2018

MEMORANDUM OF UNDERSTANDING  
MIDDLE LEVEL PLANNING

In Partnership Between  
Boulder Valley School District  
(BVSD)  
and  
Boulder Valley Education Association  
(BVEA)

This Memorandum of Understanding (MOU) sets for the terms and understanding between the BVSD and BVEA to increase planning time for teachers at the Middle School level.

**Background**

BVSD and BVEA mutually recognize that political decisions and election outcomes 25 years ago have led to major inequities, specifically in terms of planning time, for middle school teachers in District schools. Our two groups further recognize that sufficient teacher-directed planning time is essential to the provision of high quality instruction for all students as outlined by the District's Strategic Plan. Finally, both groups recognize their historic commitment to site-based shared decision-making.

**Purpose**

This MOU will set conditions for planned disbursement to District middle schools of \$1,150,000, with said monies to be utilized exclusively for implementing locally-devised solutions to increase teacher plan time. Monies will be allocated on a per-pupil basis.

**In support of this initiative:**

Between August and October 31st, 2021, Middle Schools will use a consensus-style shared decision-making model to develop plans for how to use their site's allocated funds to increase teacher plan time. All schools will use a consistent process with outside facilitators who are trained in and will use the "Chadwick Method" to reach group consensus. Building shared decision-making groups will continue to meet in the Spring semesters of 2022, 2023 and 2024 to monitor and make adjustments to implementations as needed.

Schools will be encouraged to develop means of increasing teacher planning time in ways that work best for their respective sites. Avenues to be considered might include changes to daily instructional schedules; the hiring of a licensed teacher; hiring Education Support Professionals to supervise Study Halls; hiring Building Substitute Teachers; and other means as might be devised by the building-level shared decision-making groups.

Create and implement a district-wide committee by September 21, 2021 charged with developing recommendations regarding the need for increased planning time for middle level teachers. Prior to March 1st of 2022, 2023 and 2024 this committee will monitor and make recommendations for considerations aligned with the budgeting process. The task force shall consider, but will not be limited to:

- What are the unique needs of middle school students and how can increased planning time enhance the education experience for these students?
- What practices are currently in place to increase middle school teacher planning time both as a result of the increase in funding and prior to the increase?
- What resources do we currently provide and which additional resources could be brought to bear?
- Study of the question of how current district practice aligns with the middle school essentials and whether our current district leadership and community values call for further alignment.

The working group shall be composed of twelve (12) members but may be expanded as needed. The group shall be composed of the following members

- 6 middle level educators (including from one PK-8 middle school)
- 2 middle level principals
- 1 PK-8 principal
- 1 superintendent or designee
- 1 association president or vice president
- 1 member of the BVEA negotiations team

**Funding**

BVSD will disburse \$1,150,000 in August of 2021. For 2022 and 2023 every effort shall be made to increase this amount as yearly budgets are developed.

**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from BVSD and BVEA. This MOU shall become effective upon signature by the authorized officials from BVSD and BVEA, and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from BVSD and BVEA, this MOU shall end on May 31, 2024.

**Authorized Officials**

signature on file

signature on file

Dr. Rob Anderson  
BVSD Superintendent

Terri R. Mulford  
BVEA President

Date: 5/19/2021

Date: 5/19/2021

## MEMORANDUM OF UNDERSTANDING ASSESSMENT

In Partnership Between  
Boulder Valley School District (BVSD)  
and  
Boulder Valley Education Association (BVEA)

### **PURPOSE**

- To increase collaboration between the District Assessment Team (DAT) and the District Instructional Leadership Committee (DILT) when developing the Balanced Assessment System (BAS).
- To develop methods and standards for gathering feedback from teachers as they implement the BAS.

### **EXPLANATION**

We honor the hard work already begun by the members of the DILT and are committed to collaborating with the DILT and the DAT.

We recognize the District has made a commitment to developing a BAS that connects instruction with meaningful assessment which will inform instruction and lead to student growth.

The DAT and the DILT are committed to working collaboratively to implement the BVSD BAS and to gather information about its effectiveness and to provide feedback on its sustainability as it is implemented.

The following BVSD Assessment Principles outline these DAT purposes of assessment:

- Supporting student success through universal instruction
- Supporting student success through screening, intervention, and progress monitoring
- Supporting student success through educator growth
- Supporting student learning through continuous improvement at the system level  
BVSD Assessment Principles

We will gather data over the next year around the implementation of these assessments and the impact they have on student learning outcomes. As we gather data, we will look for episodes where teacher voice was included (See sample questions below).

The district has committed to having the DAT and the OIL T meet at least two times a year to share progress with the BAS and to gather feedback from teachers.

Possible Questions for teachers to collect feedback:

- Were teachers given an opportunity to contribute to the development of the BAS?

- Did the assessments help guide instruction so that students could demonstrate measurable growth and close the opportunity gap?
- Are the assessments aligned to the units developed and did they inform instruction?
- Are the assessments incorporated into the Scope and Sequence and fit in the instructional models?
- How are time considerations taken into account?

**DURATION**

This MOU is at-will and may be modified by mutual consent of authorized officials from BVEA and BVSD. This MOU shall become effective upon signature by the authorized officials from BVEA and BVSD and will remain in effect until modified or terminated by either of the partners by mutual consent. This MOU will be revisited in one year Spring 2022 and status determined.

**Authorized Officials**

signature on file \_\_\_\_\_

Dr. Rob Anderson  
BVSD Superintendent

Date: 5/19/2021

signature on file \_\_\_\_\_

Terri R. Mulford  
BVEA President

Date: 5/19/2021

MEMORANDUM OF UNDERSTANDING  
BRIDGING THE GAP OF MTSS TO SPECIAL EDUCATION

In Partnership Between  
Boulder Valley School District  
(BVSD)  
and  
Boulder Valley Education Association  
(BVEA)

**PURPOSE**

We believe that there needs to be a bridge between the resources in Special Education and the implementation of an effective Multi-Tiered Systems of Support. Current FTE assignments for school psychologists and social workers have not been aligned with our bargained agreement which states 1:50. The purpose of the MOU is to define FTE allocations for school psychologists and social workers according to the school size which will serve to bridge the coordination of effective MTSS systems across the district.

**EXPLANATION**

This MOU is based on the ideal standards from the Practice Model of the National Association of School Psychologists. With implementation of the Practice Model and appropriate FTE allocation, the school psychologist and social worker will be uniquely positioned to bridge special education and MTSS, both academically and behaviorally, across all tiers of support. *"The comprehensive implementation of school psychological services has consistently shown to support teachers' ability to teach and students' ability to learn, and is a cost effective investment in the success of all students."* NASP 2010 Model for Comprehensive and Integrated School Psychological Services, NASP Practice Model Overview.

In order to align the FTE of school psychologists and social workers with the purpose of specifically bridging MTSS and Special Education we recommend school psychologist and social worker allocations be based on school size formulas. A tiered approach will be used to implement recommendations. For the 2021-2022 school year High Schools will be prioritized. By September 15, 2021, a committee will be formed and meet to discuss recommendations for Middle School and Elementary School FTE allocations for the 2022-2023 school year.

School psychologist/social worker FTE allocation committee:

The committee will be tasked with research of the NASP Practice Model as it applies to BVSD special education and MTSS. The committee will make recommendations about FTE allocations based on school size including potential changes to Elementary and Middle School FTE allocation. The committee will meet a minimum of 3 times during the school year in order to provide suggestions for FTE allocation changes at Middle and Elementary School levels prior to FTE budget allocation.

Committee Membership will be comprised of:



BVSD HR administrator  
 One Special Education director  
 One Elementary, one Middle School, and one High School principal  
 BVSD District MTSS coordinator  
 BVEA members will include--BVEA President and/or Vice President  
 Three school psychologists and/or social workers, one elementary school teacher/counselor,  
 one middle school teacher/counselor, and one high school teacher/counselor

High School FTE Allocation Formula:

- 1800+                    2.0
- 1200-1799            1.5
- 750-1199              1.2
- 500-749                1.0
- 350-499                0.8
- 200-349                0.6
- 50-199                 0.4
- 0-49                     0.1

With the application of the formula, this represents an increase of 1.8 FTE for High Schools for the 2021-2022 school year. With this increase in FTE the focus of the school psychologist/social worker role enables schools to make the best use of their skills and expertise. Through collaboration and consultation with MTSS (and to give) ALL students will gain access to the services that can help them stay engaged and successful in school.

**Estimated Cost:** \$224,500

**DURATION**

This MOU is at-will and may be modified by mutual consent of authorized officials from BVEA and BVSD. This MOU shall become effective upon signature by the authorized officials from BVEA and BVSD and will remain in effect until modified or terminated by either of the partners by mutual consent.

**Authorized Officials**

signature on file

signature on file

Dr. Rob Anderson  
 BVSD Superintendent

Terri R. Mulford  
 BVEA President

Date: 5/19/2021

Date: 5/19/2021

MEMORANDUM OF UNDERSTANDING  
OPPORTUNITY AND ACCESS FOR ALL STAFF

In Partnership Between  
Boulder Valley School District (BVSD)  
and  
Boulder Valley Education Association (BVEA)

**PURPOSE:**

To increase the opportunity and access for all staff to participate in representation on committees, task forces, the development of curriculum, etc., we agree that innovative approaches will be used to invite involvement and/or provide a means for access in addition to in-person meetings.

**EXPLANATION:**

Prior to the COVID-19 Pandemic, every committee, etc. was expected to meet in person. Using innovative approaches to hold these meetings, equal opportunity and access will be available for educators. Educators who must meet outside the school day will be paid at the curriculum rate or will be offered the appropriate leadership credit.

We will gather information and data during the 2021-2022 school year regarding the efficacy of this MOU. Data to be collected will include but not be limited to the following:

- Did participation in meetings increase?
- Were participants able to join a committee for the first time?
- Did participants appreciate these innovative methods vs. ONLY in-person meetings?
- Do stakeholders feel more engaged using these approaches?
- Did we meet the outcome of a decrease in workload?

**DURATION:**

This MOU is at-will and may be modified by mutual consent of authorized officials from BVEA and BVSD. This MOU shall become effective upon signature by the authorized officials from BVEA and BVSD and will remain in effect until modified or terminated by either of the partners by mutual consent.

**Authorized Officials**

signature on file \_\_\_\_\_

Dr. Rob Anderson  
BVSD Superintendent

Date: 5/19/2021

signature on file \_\_\_\_\_

Terri R. Mulford  
BVEA President

Date: 5/19/2021

MEMORANDUM OF UNDERSTANDING  
HIRING, RETAINING, AND SUPPORTING OF TEACHERS OF COLOR

In Partnership Between  
Boulder Valley School District  
(BVSD)  
and  
Boulder Valley Education Association  
(BVEA)

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Boulder Valley School District and the Boulder Valley Education Association for the recruitment, hiring, and retention of teachers of color.

**BACKGROUND**

BVSD and BVEA are committed to increasing the number of teachers of color in our district and supporting our BVSD Strategic Plan Initiative **6a. Define and put into practice culturally responsive principles and best practices that challenge inequity and bias.**

**PURPOSE**

Support the four point plan and strategies that Human Resources has developed:

1. Recruitment year round
2. Accelerated hiring
3. Retention
4. Identify institutional barriers

This MOU will enable the BVSD and BVEA to work during the 2021-2022 school year to study current hiring and retention practices and develop a system of support for teachers of color.

**DURATION**

This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by either party.

**Authorized Officials**

signature on file \_\_\_\_\_

Dr. Rob Anderson  
BVSD Superintendent

Date: 5/19/2021

signature on file \_\_\_\_\_

Terri R. Mulford  
BVEA President

Date: 5/19/2021

## Time Appendix Matrix

Categories of TIME –	Parameters of TIME
<p><b>Instructional Time:</b> Student contact with instructional focus to include classroom instruction, individual student planning meetings such as 504, TAG, IEP, and student and/or parent conferencing.</p>	<p>Full Day Kindergarten – 900 Half-Day K – 450 Elementary – 968 (excludes K) Secondary – 1056 hours/year School Year Minimum – 160 days  pursuant to CDE regulations</p>
<p><b>Individual Teacher Planning Time:</b> Planning time that is individually directed to support instruction.</p>	<p>4.5 hours/weekly minimum. Every reasonable effort will be made to provide planning periods of meaningful length of 30 minutes.</p>
<p><b>District/Building Collaboration Model:</b> Schools used a shared decision-making process to develop a model for collaboration that fits within the contract week</p>	<p>Based upon shared-decision making at each building (not to compromise individual planning time).</p>
<p><b>Meeting Time:</b> (Staff meetings scheduled as needed on Thursdays; staff development; team meetings; committees, and administration meetings)</p>	<p>Not to exceed 60 minutes per week unless there is a collaborative agreement to meet beyond the 60 minutes per week. Special meetings may be called by principals for emergencies and shall be kept to a minimum.</p>
<p><b>Weekly contracted time:</b></p>	<p>40 hours/per week 37.5 hours on duty in building inclusive of a 30 minute duty free lunch 2.5 additional hours are intended to be <b>individual</b> teacher directed time.</p>