

AGREEMENT
Between
THE BOARD OF EDUCATION
and the
OFFICE PROFESSIONALS
of the
BOULDER VALLEY SCHOOL DISTRICT RE 2J

EFFECTIVE DATES:

July 1, 2021 – June 30, 2023

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Agreement Between
Boulder Valley School District
Board of Education
And
Office Professionals

SECTION A: GENERAL PROVISIONS

A-1.1 REPRESENTATION

The Boulder Valley Educational Office Professionals (BVEOP) is recognized as the sole bargaining agent for employees in Unit D with respect to rates of pay, wages, hours of work, and other conditions of employment. Unit D consists of all office professionals employed by the School District in the schools and central office within the District.

A-1.2 Regular Employees: Unit D employees working 20 or more hours per week are eligible for all fringe benefits.

A-1.3 Part Time Employees: Unit D employees working less than 20 hours per week are eligible for Workers' Compensation only.

A-1.4 Temporary Employees: Temporary Unit D employees are hired in a position intermittent in nature, or where it is impractical to employ on a regular salaried basis. An example would be, but is not limited to, persons appointed to a vacancy caused by an employee taking a leave of absence. Temporary employees are eligible for Workers' Compensation. Employees working in a 0.5 FTE or greater assignment for 60 or more workdays are eligible for all fringe benefits.

A-1.5 Calendar Year, Fiscal Year, School/Work Year: Calendar year is January 1 to December 31; fiscal year is July 1 to June 30, and school/work year is defined annually by the Board of Education.

A-2.1 Relationship: If there is an inconsistency between this Agreement and the School Board Policies and/or District Procedures, this Agreement shall govern.

A-2.2 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 salaries or working conditions for employees in Unit D, the administration shall inform the Association at a reasonable time prior to the initiation of public hearings in order to discuss the proposed policy changes with BVEOP.

A-3.1 Non-Discrimination Clause: Employees shall have the right to join and participate in the activities of the Association. The Association shall admit employees to membership without discrimination.

A-3.2 ASSOCIATION RIGHTS

- a. Representation: Upon written designation by the Association to the Human Resources Division, the District shall recognize the Association representatives listed below, and authorize such representatives to perform and discharge on official time and duties specified.
1. Officers of the Association who may from time to time be required to meet with administration of the District on District and Association matters;
 2. Members of the negotiations committee, as provided for and according to Section B-1.1; and
 3. Association representatives. For the purpose of the grievance procedure, under Section D of this agreement, the Association may designate up to five (5) employees to serve as representatives, at least two of whom shall be Chief Representatives. The Association will determine its method of selection.

In the exercise of any functions outlined in this Agreement, the Association officer must notify his/her/their supervisor and, if appropriate, the supervisor of the department or school where the official is going for the transaction of valid Association business.

- b. Dues: The District agrees to withhold dues for the Association upon the written authorization of an employee and to transmit same to the Association monthly. The Association agrees to cooperate with the District and follow administrative procedures, which may be necessary and proper to facilitate dues withholding.

Certification slips with employee signature will be submitted and kept on file in the Accounting Department.

A list of five (5) representatives, identifying the two Chief Representatives, will be updated and submitted every November 15th by the Association. Thereafter, any changes will be submitted to the Assistant Superintendent of Human Resources as they occur throughout this contract.

- c. Facilities: The Association shall have the right to make use of District buildings and facilities for Association business in accordance with District Policies.

- d. Mail: The Association may make reasonable use of the District's mail services for communication to employees.
- e. Association Business: The internal affairs of the Association shall generally be conducted on off duty hours, however, the District grants the Association ten (10) workdays of paid leave for the calendar year, called BVEOP leave, for its representatives to attend workshops and conferences and to pursue other internal Association business. The amount of leave is to be allocated to individual members at the discretion of the Association. The Association shall designate a member to record and report the use of such leave quarterly to the Assistant Superintendent of Human Resources. The individual taking such leave shall notify his/her/their supervisor, within a timely fashion and prior to, when they intend to be on BVEOP leave, and shall use such leave in the manner, and at such times, that is least disruptive to the District's work requirements.
- f. Membership: Only dues paying members shall have the right to vote and hold executive office or an appointed position.

A-4.1 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 between the parties thereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

- A-4.2 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-4.3 "The Agreement" shall mean this document, which is binding upon and beneficial to Unit D employees and the Boulder Valley School District for the period of this agreement.

A-4.4 SCHOOL BOARD RESPONSIBILITIES

The Board shall have the sole right, except as expressly provided in this Agreement, to direct and control all district operations, to direct the work force and hire employees when needed to transfer or relieve employees from duty because of the lack of work or other legitimate reasons, and, in accordance with its operations requirements, to establish change or introduce new or improved methods, standards or facilities.

A-4.5 NO STRIKE CLAUSE

The parties agree to adhere to the contract in all respects and that all grievances shall be settled promptly in accordance with the grievance procedure, and no individual or collective action to slow down, interrupt, or terminate the work of any employee who engages in any such actions, or who encourages other employees to engage in such actions, shall be subject to immediate discharge or other discipline. Such discipline is subject to the Grievance Procedure.

A-4.6 SAVINGS CLAUSE

In the adoption of this 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-4.7 All financial obligations of the Board (within the meaning of the term “financial obligations” under Article X, Section 20 of the Colorado Constitution – Amendment One and CRS 22-32-110(5) and CRS 22-44-115) set forth in this Agreement are subject to annual appropriation by the Board. The parties agree that the Board of Education may reopen the salary and benefit provisions of this Agreement by providing written notice to the BVEOP no later than April 1 each year. The parties agree to meet within five (5) workdays of such notice to negotiate such provisions.

SECTION B: NEGOTIATIONS PROCEDURE

The Board of Education through its designated representatives will meet with the representatives of the organization representing Unit D to negotiate and reach agreements on matters pertaining to salaries, hours, terms and conditions of employment, processing of grievances and on matters which both agree are proper subjects for negotiations.

B-1.1 REPRESENTATION

On or before February 1, the Board and the BVEOP shall each appoint no more than five (5) persons who shall negotiate pursuant to the provisions of this agreement. Either party may, if it so desires, use the services of outside consultants and may call upon proper representatives to participate in negotiations.

B-1.2 It shall be the duty of both parties to negotiate in good faith and in a timely fashion.

B-2.1 TIME AND PLACE OF NEGOTIATIONS

Negotiation meetings shall normally be scheduled at times which do not interfere with school schedules and the educational program, however, pursuant to good faith negotiations, both teams may mutually agree that it is necessary to meet on school time. If it is necessary to meet during working hours, a maximum of five (5) BVEOP representatives will be released from their regular assignments to attend such meetings without loss of pay.

B-3.1 NEGOTIATIONS

Whenever the district anticipates that a meeting involving BVEOP representatives will be subject to the open meetings law, the district will convene a meeting of the Labor/Management Team and discuss the posting of 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-4.1 INITIATION

A written request for negotiations from BVEOP to the Board and from the Board to the BVEOP shall be submitted no later than February 1.

B-4.2 Within ten (10) workdays following the receipt of request for negotiations, both the Board and BVEOP shall make written acknowledgement of such request.

B-4.3 Formal negotiations, beginning with the exchange of proposals, shall commence within thirty (30) workdays of the written request to reopen negotiations. The first meeting shall be to exchange proposals, insure a mutual understanding of the proposals, and to establish the format of the negotiations.

B-4.4 During negotiations either party may modify or add to their proposals. Those sections of the Agreement, which had no proposal for change by either party, may also be deleted or modified. Tentative agreements on specific provisions are subject to agreement on the complete document.

B-4.5 Requests for data and information pertinent to negotiations may be made to the Assistant Superintendent of Human Resources by BVEOP president or chairperson of the negotiating committee. Such appropriate requests shall be honored as soon as possible.

B-5.1 PROCEDURE FOR IMPASSE

When it becomes apparent that the parties are unable to reach a satisfactory agreement, either party may declare that an impasse exists and the following procedure will follow:

- a. Mediation: The issue in dispute shall be submitted to a mediator for the purpose of inducing the Board and BVEOP to make a voluntary agreement.

Unless both sides agree otherwise, the Board and BVEOP shall, within ten (10) working days of the declaration impasse, submit a written request for a mediator to the Federal Mediation and Conciliation Services (F.M.C.S.). A request to them for assistance shall be made by each party or as required by F.M.C.S.

The mediator shall arrange the form, dates and times of meeting, and such meetings shall be conducted in closed sessions unless both parties agree otherwise.

The mediator shall meet with representatives of the Board and BVEOP either separately or together.

If mediation fails in whole or in part, the mediator shall report the issues that remain in dispute to the Board and BVEOP.

The cost for services of the mediator, including per diem expenses and necessary and actual travel expenses, if any, shall be shared equally by the Board and BVEOP, unless both parties agree otherwise.

B-5.2 ADOPTION AND RATIFICATION OF AGREEMENT

Tentative agreements reached as a result of negotiations shall be reduced to writing and presented to the Association membership for ratification. BVEOP shall have fifteen (15) working days exclusive of June 15 to September 15 from the date that the tentative agreement has been presented in which to file a written statement accepting or rejecting the Agreement. Absence of such written statement with this allowed time shall constitute as ratification. Following such ratification, the agreement shall be presented to the Board for its ratification. Ratification of this Agreement by the Board indicates that they intend to appropriate adequate funds to implement all provisions of the Agreement.

B-6.1 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 the Association presidents and will become amendment(s) to the existing Agreement. If the issue(s) under consideration in the interim negotiations cannot be resolved, the issue(s) may become topics for the next negotiations.

SECTION C: EMPLOYMENT

C-1.1 NON-DISCRIMINATION

The School Board and the BVEOP reaffirm that there shall be no discrimination against any employee on the basis of of disability, race, religion, age, creed, color, sex, sexual orientation, gender identity/expression, marital status, national origin, or Association membership.

C-2.1 PROBATIONARY PERIOD

All new office employees, and all employees voluntarily changing positions, are employed under the provision of a probationary period of 90 working days. The satisfactory completion of this appraisal will be the basis of continued employment for new office employees. In rare and unusual cases, the supervisor may determine the need for additional probationary time; if so, the supervisor may request an extension of the probationary period up to 45 working days. This request requires the approval of the Assistant Superintendent of Human Resources.

C-2.2 If at any time during the probationary period the employee fails, in the judgment of the supervisor, to demonstrate his/her/their ability to do the work assigned or is otherwise unsuited to the position, the supervisor may make recommendations for termination through administrative channels. The above conditions are not intended to prevent probationary employees from applying for vacant positions.

C-3.1 VACANCIES

- a. Postings: When a job vacancy occurs, Unit D employees in the building/department will be notified in writing of the vacancy. First consideration will be given to Unit D employees within the department or school, if qualified. If an employee in that department or school is not selected for the vacant position, their supervisor will notify them of the reason(s). If no employee in that department or school is non-competitively selected for the vacant position, the Human Resources Division shall post the vacancy notice for a minimum of five (5) workdays. The vacancy notice will include:

1. A brief description of the job responsibilities.
 2. A description of the minimum qualifications and/or skills required to be considered for the position.
- b. Transfer Requests: A transfer is defined as a change in position initiated by the employee.

Members of Unit D may apply online for transfer to another position when a vacancy is posted. Receipt of the application shall be acknowledged and the applicant will be informed of the final disposition of the request.

When unique needs or unusual circumstances would seem to require it, a member of Unit D may apply for special transfer consideration even when specific openings are neither available nor posted.

- c. Interview Screening: Applicants shall be screened by the Human Resources Division and/or the site administrator to ensure that applicants selected for interviews meet the minimum qualifications. All Unit D applicants meeting the minimum qualifications will be interviewed unless more than three (3) apply, in which case at least three (3) will be interviewed.
- d. Selection: In considering applicants for selection, the following criteria will be considered: school and/or district needs, applicant qualifications, performance records and seniority.

The hiring administrator shall notify unsuccessful candidates for positions as soon as possible after the successful candidate has accepted the position.

C-4.1 ADMINISTRATIVE ASSIGNMENT CHANGES

HR approval is needed to reorganize a department or reclassify positions. The Administration may reassign employees as necessary to meet operating conditions provided that:

- a. The reasons for an assignment change shall be reasonable and expressly understood by those concerned, and no assignment change shall be made arbitrarily.
- b. The individual must be qualified to perform the duties and responsibilities of the position.
- c. The affected employee shall receive advance written notification of such reassignment, with a copy to BVEOP.

- d. The reassignment shall not result in the employee having his/her/their salary or grade classification reduced except where such assignment change is in fact a demotion made for just cause. No employee will lose the annual negotiated salary increase.
 1. Reassignment is defined as a change in position initiated by the supervising administrator and Human Resources, which may become necessary to meet the operating conditions clearly defined to the employee and the BVEOP in writing.
 2. An employee reassigned does not change their status as an employee regardless of the position's status they are placed into. For employee status refer to section A-1.2, A-1.3, A-1.4 and C-2.1.
 3. Reorganization may occur when it is determined that different job descriptions or grade levels of job descriptions are required to fulfill necessary job tasks within a department or school. Reorganizations are initiated by administration in writing to Human Resources. They may occur for several reasons including, but not limited to, redistribution of responsibilities or re-prioritization of funds. A reorganization may result in an overall District reduction in the number of Unit D positions. If such is the case, Section C-11.1 will pertain. The language on Vacancies in C-3.1 will pertain if a Reduction in Force does not occur.
 4. Reclassification of position(s) occurs when a position's job description and/or salary grade level is changed. Reclassification requests for review may occur when initiated by an employee with approval by the immediate supervisor, or by the supervisor, through a job evaluation process conducted by Human Resources or as part of reorganization. The District process for reclassification will be followed resulting in final approval by the Superintendent. The language on Vacancies in C-3.1 will pertain. (See Addendum Reclassification Process)
 5. Forced reclassification of an employee resulting in their movement out of Unit D and the same employee and position are brought back into Unit D at a later time, will not constitute a break in Unit D for the employee as it pertains to years of service or seniority.

C-5.1 INTERIM ASSIGNMENT

Any employee assigned to a position on an interim basis at a higher grade shall be paid at the rate of the higher grade. The higher rate will be paid retroactive to the first day of such assignment once the employee has worked at the higher position in excess of five (5) consecutive working days. The employee's step placement within the grade will be in accordance with section E-1.2 of this agreement.

C-5.2 RECLASSIFICATION

No employee will experience a reduction in salary due to a reclassification either as a result of a job evaluation or reorganization. If the reclassified employee's salary exceeds the new salary grade, both the employee and the administration shall make every effort to place the employee in a position at least equal to his/her/their former salary grade. No employee will lose the annual negotiated salary increase.

C-6.1 PERFORMANCE REVIEW

Regular employees shall receive a minimum of one performance review every three (3) years. A Unit D employee transferring to a new position shall be considered a probationary employee (in accordance with C-2.1) and evaluated at the end of 90 working days. The administrator shall meet with the employee to discuss the performance review. A copy of the review is placed in the employee's personnel file in the Human Resources Division. The employee shall sign the report but the signature does not necessarily indicate agreement with its contents. The employee may attach a supplementary statement to the report, and shall have five (5) workdays to prepare and submit it. Upon conclusion of the evaluation, probationary employees newly hired to the unit will be advised whether their employment with the District will continue.

C-6.2 PERSONNEL FILES

Each member of Unit D shall have the right to review the contents of his/her/their personnel file, whether in the central office or the school building, excepting any confidential references given at the time of employment. At the employee's written request, a representative of BVEOP may accompany the employee to such review.

C-6.3 Any complaints or statements directed toward an office employee deemed serious enough to become a matter of formal record shall be called promptly to the employee's attention. No material of a derogatory nature will be placed in any employee's file or used as part of an office employee's evaluation or performance review unless the source of such material is identified. The employee will be given the opportunity to respond in writing to formal charges or serious allegations and such response shall be made a part of the employee's personnel file.

C-7.1 WORK PERIODS

The normal work period for employees in Unit D shall be as follows:

Work Day	8 hours (1.0 FTE)
Work Week	40 hours (1.0 FTE)

Work Period:	
10-month positions	200 work days
Elementary Principal Assistant	205 work days
High School Athletic Support Assistants	205 work days
11-month positions	220 work days
12-month positions	260-262 work days

Note: 10 & 11 month employees' holiday and vacation benefits are in addition to the workdays shown as referenced in E-7.1 and E-6.1 respectively.

Regular employees who are notified their work week will be permanently reduced in their current Unit D assignment to a part-time basis will have the option of becoming a part-time employee or following the process outlined under C-11.1

Modification in the number of days worked and impacted compensation must be submitted by the supervisor for final approval by the Assistant Superintendent of Human Resources with input from BVEOP.

C-7.2 WORK SHIFT

All employees shall be scheduled to work a normal work day and each work day shall have a regular scheduled starting and quitting time. Employees will normally be scheduled to work where a majority of their hours fall between 8:00 AM and 4:00 PM.

(Except for emergency situations, work schedules should not be changed without forty-eight (48) hours prior notice to the employee.)

- C-7.3 Except when otherwise directed, the appropriate administrator may determine the normal daily work schedule of the employees in his/her/their division, after consideration has been given to the educational and operational needs of the School District. While the basic work week of most office employees will be forty (40) hours, there will be some positions and circumstances which require overtime. See E-1.8

C-7.4 SCHOOL CLOSURES

When schools and/or other district offices are closed because of inclement weather or other good reason, the appropriate supervisor will determine which of the office professionals shall be expected to report for work. Employees required to work will be allowed compensatory time off on an hour for hour basis for such time worked at a time mutually agreed upon by the employee and supervisor. Employees not required to report for work will be released during building or office closure without loss of pay.

C-8.1 PROFESSIONAL LEARNING

Each new employee will be given orientation instruction intended to assist him/her/them in efficiently performing the work required.

Regular employees may be required to attend in-service training seminars during work hours. Employees requested to attend in-service training sessions during off-duty hours shall be paid at their regular rate of pay.

The District will provide a minimum of three (3) half days a year of in-service training for all Unit D employees during the fiscal year. Such training will be scheduled and developed in consultation with BVEOP.

C-9.1 RESIGNATION

In case of voluntary resignation, regular employees will be required to give two weeks' written notice. If a shorter period of notice is given, the employee's supervisor must approve and submit such approval with the employee's resignation notice to the Assistant Superintendent of Human Resources. An employee's termination settlement check will include pay for earned but unused vacation time (reference section E-6.4) and earned but unused annual, sick and personal leave (reference section E-4.11). Failure to give two weeks' notice may result in forfeiture of this benefit. If denied this benefit, the employee may appeal to the Assistant Superintendent of Human Resources.

C-10.1 DISCIPLINE and DISCHARGE

- a. The District may discipline or discharge employees for just cause.

Disciplinary actions include:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Discipline may start at any level, up to and including discharge in the case of more serious offenses.

- b. If the District has reason to discipline or discharge an employee it will be done in a manner that will not embarrass the employee before other employees or the public. The employee will be granted due process.
- c. When a regular employee demonstrates inability to do the work assigned, the department supervisor or principal will advise the employee in writing and offer concrete suggestions for correction and improvement. If, after a reasonable length of time, it becomes evident that the employee cannot

satisfactorily fill the position, the employee may be dismissed upon written notice.

- d. The employee will be given written notification setting forth the reasons for the disciplinary action. The employee shall be given an opportunity to provide a written response within three (3) working days.
- e. BVEOP will be notified and will have the right to take up the suspension and/or discharge as a grievance at step two of the grievance procedure.

C-11.1 REDUCTION IN FORCE

When it becomes necessary for the Boulder Valley School District to institute a general reduction of the employees in Unit D, BVEOP will be notified of the reduction (number of employees and the positions) and the reasons thereof, as soon as practical. Examples of reasons may include, but are not limited to, budget reductions, a re-prioritization of funds in departments or schools, drop in enrollment impacting staffing allocations, or reclassifications of office professional positions to other position types not with Unit D. Such reductions will not be made based on performance or behavior issues. Reductions of this nature will be handled through Section C-10.1 Discipline and Discharge. After such notification, representatives of the Board of Education and BVEOP will meet to discuss the proposed reduction in force.

When it becomes necessary to reduce full time equivalency (FTE) within the Unit D work force, the reduction may occur within the department, school, position title or through a District wide general reduction in hours and will affect those employed at the salary grade level being reduced. The following procedures will apply:

1. Normal attrition. Employees should make every effort to notify their administrator, prior to May 1st, of their intent to continue employment for the following school year.
2. Temporary employees will be laid off first.
3. Employees new to Unit D and in their initial probationary period under section C-2.1 will be laid off.
4. The reduction of employees will occur in reverse order of district seniority and applied to the employees being reduced with the department, school, position title or through a District wide general reduction. Regular employees affected will be referred to as “reduced employees” in the following language.

5. The job vacancies thus created will be posted. Any regular Unit D employee may apply for one or more of these vacancies. First consideration will be provided to reduced employees. If none of the reduced employees have the necessary qualifications and ability to perform the assignments involved, the process will be open to all regular Unit D employees who applied for the position.
 - a. The Superintendent or designee may make administrative assignments to ensure that a school or department is not adversely affected by the reduction in force. These decisions will be discussed with the BVEOP prior to the notification of individuals. Section C-4.1 will be followed for this reassignment.
 - b. In the event that a reduced employee is not selected through the procedure, the Superintendent or designee may make an administrative assignment to assure a reduced employee placement.
 - c. If an employee is administratively reassigned, he/she/they will retain their hourly rate of pay until the rate of pay of the new position exceeds the reduced employee's retained hourly rate of pay, at which time the reduced employee will be placed on the current salary schedule. The reduced employee will be paid for the appropriate number of workdays and percentage of full time equivalency in the new position. This section does not apply to persons who are recalled.
 - d. Reasonable support during the transition may be requested by the supervisor or the employee.
6. Employees who are placed on recall status (regular employees whose employment was displaced) will be considered for vacancies when the positions are posted. No outside applicants will be hired for a period of one year, unless all employees dismissed due to the reduction in force have been given consideration to fill vacancies for which they have the necessary qualifications and the abilities to perform the assignments involved.
 - a. In the event an employee on recall status is not selected through this procedure, the Superintendent or designee may make an administrative assignment to assure employee placement.
7. If an employee has been employed elsewhere during his/her/their layoff and is recalled for rehire consideration, the employee shall contact the Human Resources Division within three workdays. If requested by the employee, the District will grant the amount of time required for release from duty, except in no case will the District be required to grant more than two weeks from the time the returning employee was notified of his/her/their reinstatement.

Recall rights for reemployment will be forfeited if the offer for reemployment is rejected or if the employee fails to comply with this requirement.

8. Employees who are laid off must keep the Human Resources Division apprised of his/her/their continued interest in employment and will keep their contact information updated.
9. The above procedures apply only to regular Unit D employees. When a reduced employee is offered a posted position or reassignment, provided they have the necessary qualifications and ability to perform the assignments involved, an employee will forfeit his/her/their recall right for future employment if the offer for reemployment is rejected at any point during the RIF process.

C-11.2 SENIORITY

The seniority date of each regular employee shall be defined as the date of hire of the most recent period of continuous service within the school district in any regular Unit D position. In the event two or more employees have the same starting employment date, the date the application was filed will govern.

C-12.1 PAYROLL DISTRIBUTION AND RECORDS

Payroll is issued monthly on the last business day of the month. Each employee must have on file an Employee's Withholding Certificate (W-4 form), a Public Employee's Retirement Association membership application form and authorization and application for any other form of payroll deduction benefits.

New employees who begin their employment after the payroll cutoff date will not be paid until the end of the following month. In unique circumstances and where unusual needs exist, these employees may request a one-time pay advance from the Assistant Superintendent of Human Resources.

C-13.1 SUBSTITUTES

A list of qualified Office Professional substitutes shall be available during the year for Unit D employees. The District will provide \$20,000 each year to fund substitutes as determined by the Labor Management Team (LMT). The LMT will establish criteria, manage requests, and approve the use of the substitute fund.

SECTION D: GRIEVANCE PROCEDURE

D-1.1 DEFINITIONS

- a. A “grievance” shall mean a complaint by a member of Unit D or BVEOP alleging that there has been a specific violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or of any policy concerning terms and conditions of employment. The written grievance shall state the specific provision(s) of this Agreement or Board policy, which allegedly was/were violated, misrepresented, or inequitably applied. A grievance which does not contain this information may be summarily denied. The term “grievance” shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
- b. A “grievant” is the employee, employees or BVEOP making the complaint. Throughout the grievance process, the aggrieved person (1) may discuss the grievance personally, (2) may request that an Association Representative be in attendance, or (3) may request that an Association Representative act on the aggrieved person’s behalf.
- c. A “party of interest” is an employee who might be required to take action or against whom action might be taken in order to resolve the grievance.
- d. “Days” as referred to in this grievance procedure shall be defined as working days for the Grievant.

D-2.1 PURPOSE

The purpose of this grievance procedure is to establish an orderly manner for addressing grievances, at the lowest possible level, and to promote positive workplace relationships. Before utilizing the formal grievance procedure every effort should be made to resolve any problems or concerns on an informal basis. Both parties to this agreement agree that these proceedings will be kept confidential as appropriate at any level of the procedure.

D-3.1 PROCEDURE

In the interest of employee morale and workplace relationships, grievances should be processed as rapidly as feasible; hence the number of workdays indicated at each level are considered a maximum. The parties in interest should act in good faith to expedite the process. The time limits may be extended by written mutual agreement; however, failure of the administrative official to render a decision within the time limit indicated automatically authorizes the Grievant to proceed to the next grievance level.

All grievances must be initiated within ten (10) workdays after the aggrieved person knew, or should have known, of the act or condition that is the basis for the grievance. During the processing of a grievance through the various steps of the grievance procedure timely filing must be made or the grievance will be waived.

D-3.2 INFORMAL PROCESS

A complaint should first be discussed by the party or parties of interest. Should the matter not be resolved informally, employees who believe they have just cause for a grievance may file a formal grievance as described above in the definition of "grievance."

If the informal meeting cannot be held before the ten (10) workday deadline for filing at LEVEL ONE, the Grievant shall file a formal written grievance with Human Resources or the right to pursue the matter through the grievance process is relinquished.

D-3.3 LEVEL ONE

A formal grievance will be discussed between the Grievant and the appropriate administrator and representative(s) with the objective of resolving the matter. After hearing the grievance, the appropriate administrator will render a written decision within five (5) workdays to the BVEOP, the Grievant and the Assistant Superintendent of Human Resources.

If the grievance has not been resolved at level one it may be appealed in writing by the Grievant to the Assistant Superintendent of Human Resources within five (5) workdays after receipt of the level one written decision. If no written decision is provided the grievance may be appealed in writing to the Assistant Superintendent of Human Resources within ten (10) workdays after the hearing.

D-3.4 LEVEL TWO

The appropriate administrator will meet with the Grievant and district representative(s), within five (5) workdays after receipt of the written grievance in an effort to resolve the grievance. After hearing the grievance, the appropriate administrator will render a written decision within ten (10) workdays to the BVEOP, the Grievant, and the Assistant Superintendent of Human Resources.

If the grievance has not been resolved at level two, the grievance may be appealed in writing to the Assistant Superintendent of Human Resources within five (5) workdays after receipt of the level two written decision. If no written decision is provided, the grievance may be appealed in writing to the Assistant Superintendent of Human Resources within fifteen (15) workdays after the hearing.

D-3.5 LEVEL THREE

The Superintendent and/or designee will meet with the Grievant and/or district representative(s), within ten (10) workdays after receipt of the written appeal in an effort to resolve the grievance. After hearing the grievance, the Superintendent or designee will render a written decision within ten (10) workdays to the BVEOP, the Grievant and the Assistant Superintendent of Human Resources.

If the grievance has not been resolved at level three, the Grievant may demand arbitration. Such demand must be made in writing to the Assistant Superintendent of Human Resources within ten (10) workdays after receipt of the level three written decision. If no written decision is provided, the Grievant may demand arbitration in writing to the Assistant Superintendent of Human Resources within twenty (20) workdays after the hearing.

D-3.6 LEVEL FOUR

Within ten (10) workdays of the demand for arbitration, the Board and/or representative(s) and the BVEOP and/or representatives will select an arbitrator. In the event the parties are unable to agree upon an arbitrator within ten (10) workdays following the BVEOP's notification to the Superintendent, an arbitrator shall be selected as follows:

The Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the BVEOP shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

D-3.7 ROLE OF THE ARBITRATOR

The arbitrator may consider only the particular issue or issues submitted in writing by the Board and the BVEOP, and the arbitrator's decision must be based solely on the interpretation of this Agreement.

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

The arbitrator will submit a written report not more than fifteen (15) workdays after the last hearing date or if hearings have been waived, not more than fifteen (15) workdays after receipt of briefs filed in the case. The arbitrator's report shall be submitted in writing to the Board of Education, the BVEOP and the Grievant,

and will set forth findings of fact, reasoning, conclusion, and recommendations with law and terms of the District's policies and contracts and this Agreement 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 only the issue(s) submitted in writing by the Board. The arbitrator's decision(s) shall be based solely on the interpretation of the terms of this Agreement and the arbitrator's report shall be advisory only, and will not be binding on the Board or the BVEOP.

Within ten (10) workdays of the receipt of the arbitrator's report, a meeting between BVEOP 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.

The Board shall take official action on the report of the arbitrator no later than thirty (30) workdays after receipt of the arbitrator's recommendations.

D-3.8 RULES

If any action is required, the Board shall direct the Superintendent to take official action on the report of the arbitrator not later than the next regularly scheduled meeting of the Board of Education. The filing or pendency of any grievance under the provisions of this Grievance Procedure shall in no way operate to interfere with the right of the administration and/or Board of Education to continue the contested action.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the BVEOP. However, each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the arbitrator.

D-4.1 MISCELLANEOUS

The Board of Education agrees to make available to grievant and his/her/their representative all pertinent information not privileged under law and its possession and control and which is relevant to the issues raised by the grievance.

D-4.2 All written and printed matter dealing with the processing of a grievance will be filed separately from and will not become a part of the central office personnel files of the Grievant.

D-4.3 Neither the Board of Education nor any member of the administration will take reprisals of any nature against any Grievant, party of interest, BVEOP

representative, or any other participant in the Grievance Procedure because of participation in the Grievance Procedure

- D-4.4 When it is necessary at LEVEL ONE, LEVEL TWO, LEVEL THREE, or LEVEL FOUR, for a representative, or representatives, designated by the BVEOP to attend a meeting or a hearing called by the appropriate supervisor or administrator, he/she/they shall notify the immediate supervisor(s) of the BVEOP representatives, and not more than two representatives shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

D-5.1 LEGAL ACTION

If a member of Unit D elects to pursue any legal or statutory remedy for any alleged breach of negotiated agreements or any alleged violation of his/her/their rights hereunder, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of the Grievance Procedure.

SECTION E: COMPENSATION

E-1.1 MISCELLANEOUS

Pay Placement Guidelines:

Employees who are hired, rehired, or transferred in from another unit with the District will be placed upon the salary schedule at a rate commensurate with their education, training, and experience for that position. New hires will be placed between steps 1-12 following the HR internal placement rubric.

- E-1.2 Employees who obtain a position at a higher range within the unit will be placed on the salary schedule of the new range in accordance with their qualifications, or the minimum guarantee of the following paragraph, whichever is higher.

The rate of pay for the new position will not be less than the next highest hourly rate plus one full step on the new range above the present hourly rate (including longevity, if applicable).

The Human Resources Division will review the employee's qualifications and will inform him/her/them of the proposed new pay rate at the time any job offer is made.

E-1.3 GENERAL PROVISIONS

All twelve (12) month employees will move to the next highest step for their range on the salary schedule in the July pay period, provided, however, that new employees have completed their probationary period by that date.

All other employees will move to the next highest step for their range on the salary schedule in the August pay period, provided, however, that new employees have completed their probationary period by that date.

E-1.4 PROFESSIONAL AND EDUCATIONAL INCREMENT

Office Professionals who achieve professional certification or complete educational course work as specified in this paragraph will receive additional compensation as provided with respect to such certification or education acquired after their employment with the District. Requests for this compensation must be made to the Human Resources Division. Compensation will be effective the first work day of the month following submission of all necessary paperwork.

- a. Additional Salary for Professional Certificates: Office Professionals who receive professional standards certificates from the National Association of Educational Office Professionals (NAEOP) shall be recognized by a provision whereby seven cents per hour (\$.07) per certificate level be added to the salary compensation of the employee so qualifying. Continuation of this differential is contingent upon the employee completing the appropriate NAEOP requirements for recertification or upgrade. Documentation of NAEOP recertification or upgrade and a list of courses applied to NAEOP shall be furnished by the employee to the District. Continuing education hours used for NAEOP certification may not be utilized for Other Education credit as defined in E-1.4b.
- b. Other Education: Office Professionals who take approved educational course work in the amounts required herein shall qualify for the increments stated below. It is intended that qualifying course work provides for job related professional learning. In order for the course work to qualify for this program it must be approved in advance by the Human Resources Division and the employee must successfully complete each course and have an attendance of not less than 90%. A Certificate of Completion or official transcript(s) shall be furnished by the employee to the District. Continuing education hours used for Other Education credit may not be used for E-1.4a Additional Salary for Professional Certificates.

Level	Clock Hours	Required Increase in Clock Hours for level	Credit Hours	Required Increase in Credit Hours for Level	Hourly Pay Rate	Per Level Increase in Hourly Pay Rate
I	90	N/A	6	N/A	\$0.18	N/A
II	180	90	12	6	\$0.25	\$0.07
III	360	180	24	12	\$0.32	\$0.07
IV	720	360	48	24	\$0.39	\$0.07
V	1080	360	72	24	\$0.46	\$0.07
VI	1440	360	96	24	\$0.53	\$0.07
VII	1800	360	120	24	\$0.60	\$0.07

E-1.5 If designated by the principal, a Unit D employee who must be qualified to administer first aid shall be paid at his/her/their hourly rate for the First Aid course if taken outside their normal work schedule.

E-1.6 Unit D employees shall receive a shift premium of fifty cents (\$.50) per hour for the majority of hours worked other than their normal work shift. See C-7.2

E-1.7 OVERTIME WORK

An employee will obtain prior approval of his/her/their supervisor to work overtime. The employee shall notify their supervisor immediately following all incidents that require unexpected overtime. Time worked in excess of 40 hours per week shall be compensated at a rate of 1 ½ times the amount of overtime worked. Overtime may be paid or compensatory time off can be given, the choice is up to the employee. Compensatory time should be taken within the fiscal year when the overtime is earned (by June 30). The scheduling of compensatory time off is subject to the approval of the employee's immediate supervisor.

E-1.8 MEAL ALLOWANCE

The building site or department shall furnish a meal or a reimbursement based upon current federal per diem travel guidelines to a Unit D employee who is required to work two (2) hours beyond the regular eight (8) hour work day.

During the summer months, the district shall furnish a meal or a reimbursement based upon current federal per diem travel guidelines to a Unit D employee who is required to work two (2) hours beyond the regular ten (10) hour work day.

E-2.1 ANNUAL LEAVE FOR 10-MONTH AND 11-MONTH EMPLOYEES

10- and 11-month office employees scheduled to work twenty (20) hours per week per work period will accrue paid Annual Leave as follows:

- a. 10 month employees: 1.2 days/work period for a maximum of 12 workdays total per year
- b. 11 month employees: 1.18 days/work period for a maximum of 13 workdays total per year

Note: "days/work period" is pro-rata based on the FTE or hours/day that an employee is scheduled to work.

E-2.2 Annual leave must be approved in advance when possible. However, when an employee is out due to illness of the employee or an immediate family member (reference section E-5.1), notification to the employee's supervisor is required, but approval is not. Annual Leave may be used for any purpose, other than to seek employment outside of the District, and must be used in hour or fraction of an hour increments.

E-2.3 Annual Leave will accrue without limit. Annual leave may be used before actually earned up to the amount accrued in the current fiscal year. In case of separation during the year, used but unearned annual leave must be reimbursed to the District.

E-2.4 Anyone on leave without pay will retain earned annual leave but will not accrue further annual leave until the employee returns to work at which time the employee's annual leave will begin accruing at the regular rate.

E-3.1 PERSONAL LEAVE FOR 12 MONTH EMPLOYEES

12-month Unit D employees scheduled to work twenty (20) hours per week per work period will qualify and receive personal leave with pay at the rate of four (4) of their workdays per fiscal year.

Upon date of hire, calculation for such leave is as follows:

July 1 to December 31:	4 workdays
January 1 to April 30:	2 workdays
May 1 to June 30:	0 workdays

- E-3.2 Personal leave must be approved in advance. Although an employee is not required to state the exact reason for such leave, personal leave is provided to handle such personal matters that cannot be handled at a time other than working hours. Personal leave will accrue without limit.
- E-3.3 Personal leave may be taken in hourly increments for each hour or fraction of an hour of absence.

E-4.1 SICK LEAVE FOR 12-MONTH EMPLOYEES

Subject to the provisions hereinafter set forth, leave with pay will be granted to all 12-month Unit D employees scheduled to work twenty (20) hours per week per work period who are not able to render service due to illness, quarantine, temporary disability (including pregnancy, childbirth and recovery there from), serious illness or death of one's immediate family (reference E-5.1), for essential treatments, or examination for diagnostic purposes, when such treatment or examination cannot reasonably be made other than during the employee's work day.

- E-4.2 Sick leave for employees scheduled to work twenty (20) hours per week per work period will accrue according to number of hours worked in their 12 month assignment at a rate of 5/6ths of a work day each month, i.e., a 12-month employee working 4 hours a day will receive 40 hours per year.
- E-4.3 Sick leave will accrue without limit. Sick leave may be used before actually earned up to the amount accrued in the current fiscal year. In case of termination during the year, used but unearned sick leave must be reimbursed to the District. Sick leave will accrue at a rate of one (1) day/work period based on the FTE or hours/day that an employee is scheduled to work.

Absence due to illness will be deducted in hourly increments for each hour or fraction of an hour of absence.

- E-4.4 Sick leave will be granted regardless of how or where illness, quarantine or disability occurs even though the employee may become ill, quarantined or disabled on vacation.
- E-4.5 Anyone on leave without pay will retain sick leave accrued but will not accrue further sick leave until the employee returns to work at which time the employee's sick leave will begin accruing on the first day of the current month and accrue at the regular rate.
- E-4.6 In a situation where it is deemed serious enough to necessitate the employee's absence due to illness, including pregnancy, childbirth and recovery therefrom and/or death in his/her/their immediate family (reference section E-5.1), the employee may have such absence charged to the employee's accrued sick

leave. Exceptions to this interpretation will be made by the immediate supervisor and the Assistant Superintendent of Human Resources only in very unusual cases.

- E-4.7 An employee may be required to provide a statement of physical condition from a qualified physician and to present a report of the illness provided by such physician to the appropriate supervisor following absences charged to sick leave, because of personal illness. The 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 the position when the employee returns from sick leave.

E-4.8 EXTENDED SICK LEAVE

A 10, 11, or 12 month employee scheduled to work twenty (20) hours per week per work period may request extended sick leave by applying in writing to the Assistant Superintendent of Human Resources. To be eligible for this benefit an employee must meet the following criteria:

- The employee's absence is due to illness, quarantine or disability of the employee or an immediate family member (reference section E-5.1)
- The employee has used all annual or sick leave accrued
- The employee has been absent 10 consecutive workdays after annual or sick leave has been exhausted

If the employee is granted this benefit, Extended Sick Leave pay would start with the eleventh consecutive work day of absence without pay. Full pay may be made from the eleventh work day up to and including the forty first consecutive workday of absence.

- E-4.9 If a Unit D employee who has received benefits under the additional benefits as described above returns to work and then is absent again for illness, quarantine or disability of the employee or an "immediate family" member (reference section E-5.1) for which they provide care, an additional ten work day period without pay must be in effect and all annual or sick leave must be used prior to the granting of extended sick leave benefits.

The maximum benefit under this provision is thirty-one (31) workdays per fiscal year. A request may be made in writing to the Assistant Superintendent of Human Resources to make an exception to the ten (10) consecutive workdays without pay when special or emergency circumstances arise.

E-4.10 INJURY LEAVE POLICY

Injury leave may be granted to protect a Unit D 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 their job. Such injuries may entitle an employee to benefits under the Workers' Compensation Act.

- a. In order to receive these benefits, injured employees are required to report the injury without delay to their immediate supervisor; report to a District designated provider and have a verification of the injury made to the District; and file an application in Human Resources for Workers' Compensation benefits within the number of workdays specified in Colorado Revised Statutes.
- b. 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 his/her/their full salary from the School District for a period of time not to exceed thirty (30) working days. In such cases the absence would not be charged to the employee's annual or sick leave.
- c. After the end of the described thirty (30) workdays, the employee has two options:
 1. The employee may use accumulated annual or sick leave and be paid at the employee's full salary less the amount of Workers' Compensation pay. In such cases the absence is charged to the employee's accumulated annual or sick leave on a prorated basis for hours of annual or sick leave actually used.
 2. The employee may accept only Workers' Compensation pay in which case annual or sick leave is not charged.
- d. In cases where the insurance carrier fails to assume any liability, all absences may be charged under the regular annual or sick leave provisions.
- e. In the case of extreme hardship, an employee so injured in the course of, or in the actual performance of his/her/their job, may make application to the Superintendent of Schools for further benefits beyond those described above. The Superintendent of Schools will decide whether or not further benefits from the School District are to be granted to the injured employee.

E-4.11 PAYMENT FOR UNUSED ANNUAL, SICK AND PERSONAL LEAVE

A 10, 11, or 12 month employee with twelve (12) or more years of continuous service in the District who severs employment (including death of employee) with the District, will receive the hourly rate of 75% of Step 1 of the employee's last salary grade for each hour of earned annual, sick and personal leave.

BVSD years of service do not correspond to PERA years of service. Unused leave is not considered in the years of service calculation. It is highly advised that employees consult with Human Resources to confirm eligible years of service prior to submitting a separation letter.

In the event of death of an eligible employee, payment of earned annual, sick and personal leave shall be made to the employee's estate.

E-5.1 BEREAVEMENT LEAVE

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. 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, domestic partner, grandparents, grandparent-in-laws, step-parents, step-children, step-siblings, step-grandparents or grandchildren of the employee or any relative living in the immediate household of the employee.

In the event an employee needs to travel out-of-state an additional two (2) workdays of bereavement will be granted. Should additional workdays be needed an employee may use their accumulated annual, sick, vacation, or personal leave, or the employee may go without pay. If the situation requires an employee to be absent for an extended period, said employee may apply for a personal leave of absence.

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

E-6.1 VACATION LEAVE

Employees scheduled to work twenty (20) hours per week will accrue paid vacation time per work period (as defined in C-7.1) based on years of employment service with the District as follows:

- First 5 years of employment: accrual of 1 day/work period
- Beginning with the 6th year of employment: accrual of 1.25 days/work period
- Beginning with the 11th year of employment: accrual of 1.75 days/work period

Note: "days/work period" is pro-rata based on the FTE or hours/day that an employee is scheduled to work. Office employees who are eligible for vacation

time but who work less than 12 months per year will receive vacation time in pay on a monthly basis, rather than in time off.

E-6.2 Unit D twelve (12) month employees: Employees are encouraged to utilize their vacation leave in the fiscal year in which it is accrued. An employee may carry over up to 168 hours of vacation leave each fiscal year. At the end of the fiscal year, any vacation leave above 168 hours will automatically be paid out in August at the employee's June 30th rate of pay.

E-6.3 Requests for vacation shall be submitted to the immediate supervisor. As nearly as possible the time of annual vacation will be scheduled at the convenience of the employee and with the approval of the immediate supervisor. In situations where all requests may not be honored because of workload, the supervisor shall consider district seniority as an important factor.

E-6.4 Employees shall receive payment for their earned, unused vacation at their hourly rate of pay, including longevity, bilingual and educational increment pay at the time of separation.

In the event of death of an eligible employee, payment of earned vacation leave shall be made to the employee's estate.

E-6.5 Vacation will not accrue during leaves without pay.

E-6.6 Vacation leave may be taken in hourly increments for each hour or fraction of an hour of absence.

E-7.1 HOLIDAYS

Unit D employees scheduled to work twenty (20) hours per week shall be free to observe, with pay, those district observed holidays specified in the school calendar. The holidays to be considered are: New Year's Day, Martin Luther King, Jr.'s Day in January, Presidents' Day in February, Memorial Day, Independence Day where applicable, Labor Day, Columbus Day or Veterans Day, Thanksgiving Day and the Friday following, and two days for Christmas. The School District will determine the school district calendar and identify eleven (11) holidays from those noted in this provision.

10 & 11 month employees are eligible to observe, with pay, the holidays listed above with the exception of Independence Day. 12 month employees are eligible to observe, with pay, all eleven (11) holidays listed above.

If an employee entitled to holiday pay is scheduled to work on a holiday, the employee will receive the holiday pay in addition to one and one half (1.5) times their regular rate of pay for all hours actually worked. This provision is effective only if school is not scheduled on the holiday in question.

E-7.2 Whenever any of the above listed national holidays fall on a Saturday, the preceding Friday shall be the district observed holiday. Whenever any of the above listed national holidays fall on Sunday, the succeeding Monday shall be the district observed holiday.

E-7.3 In order to receive holiday pay, employees must work or be on paid leave their scheduled day before and their scheduled day after a holiday.

E-8.1 LEAVE OF ABSENCE FOR IMPROVEMENT OF HEALTH

An employee may be granted, upon written application, a leave of absence without pay for improvement of health of the employee only. Neither vacation, annual, sick or personal leave will accrue nor will salary increments be awarded to a Unit D employee while the employee is on leave for improvement of health, but the employee will retain any balance of these benefits including job classification up to one year, that he/she/they has accumulated up to the effective date of the leave. When an employee returns from an approved leave, he/she/they will be placed in the most appropriate position, not necessarily the previously held position, job classification or location, providing one is available.

E-9.1 FAMILY AND MEDICAL LEAVE ACT OF 1993

Eligible employees are covered by the provisions of the federal Family and Medical Leave Act of 1993. The District retains the right to interpret the provisions contained in the Act and reserves all rights granted by the Act.

E-10.1 MILITARY LEAVE FOR ACTIVE SERVICE

Any full-time regular office employee who enlists in or is inducted into the Armed Forces of the United States will be granted a leave of absence, without pay, subject to the conditions stated hereafter. The employee will be guaranteed a position at the salary he/she/they was receiving when he/she/they entered the service, plus any salary increments. Military leave for active service will not constitute interruption of service for purposes of other provisions stated herein. The District may require written notice of intention to resume employment within six months after the employee's eligibility for separation from the service. The District reserves the right to grant or to withhold increments or to revoke or deny extensions of leave to those remaining in military service beyond the compulsory period.

E-11.1 MILITARY LEAVE FOR SERVICE IN RESERVE UNITS

Upon presentation of official orders, military leave will be granted, with half pay, to regular full-time employees who are members of the National Guard or other Armed Forces reserve units to attend annual two and three-week training periods

during their school duty time. Leaves of this type are not to be considered an interruption of service for purposes of other provisions stated herein.

E-11.2 Notification of intention to take time off for service in the National Guard or other Armed Forces reserve units must be given to the appropriate supervisor by the employee as soon as possible, and forwarded to the Human Resources Division.

E-12.1 EXTENDED ABSENCES FOR RESEARCH AND ADVANCED TRAINING

Upon the approval of the employee's immediate supervisor and Board of Education, a regular Unit D employee with a minimum of three (3) years of satisfactory service in the Boulder Valley Schools may be granted a leave of absence without pay for a college term(s) or one year for the purpose of research or advance training leading to increased job efficiency. Only in exceptional instances will extensions of such leaves be granted and in no event will a single leave exceed two (2) years in length.

E-12.2 Approved leaves will not constitute a break in service.

E-12.3 For the first year of the period of authorized absence for research or advanced training, the employee may receive pay equal to one-half the amount he/she/they would have received had they remained on active duty. The employee must return for at least one year's additional service to qualify for the full amount of pay, which has thus accrued during their absence and will sign an agreement to this effect. The employee may receive this amount by either of two methods, and shall be required to indicate his/her/their choice in writing, upon return from leave: (a) in twelve (12) equal monthly payments, added to his/her/their salary for the entire year following completion of the leave of absence; or (b) in four (4) equal monthly payments, added to his/her/their salary for the months of September through December following completion of the leave of absence. If the employee fails to perform the full year of service following completion of leaves for research or training, the employee shall immediately repay to the District any advances in full.

E-12.4 Salary increments and seniority rights will accrue to the Unit D employee while the employee is on leave for professional study. Annual, personal, sick leave and vacation allowances will not accrue during the employee's absence, but the balances earned to the effective date of the leave shall remain to the credit of the employee.

E-13.1 EXTENDED ABSENCES FOR PERSONAL REASONS

Extended absences for personal reasons, including newborn care, not to exceed one year in length, may be granted without pay to employees who apply in writing and receive Board approval.

E-13.2 Unit D employees on extended leave for personal reasons will not accumulate fringe benefits, nor will they benefit from salary increments. Upon the return from leave, the employee will be credited with the balance of annual, personal, sick and vacation leave allowance that the employee had earned as of the effective date of the leave and the salary schedule step will remain the same. When an employee returns from an approved extended leave for personal reasons, the employee will be placed in the most appropriate position, not necessarily the previously held position, job classification or location, providing one is available. Employees will be advised whether the District intends to hold their position during the leave.

E-13.3 When considering the request for such a personal leave, consideration will be given, among other things, to the length of the leave requested, the length of the period of service in the Boulder Valley Schools, the extent to which the purpose of the leave would contribute to the improvement of the individual's service to the School District, and the possibility of employing a suitable replacement or of redistributing the work during the period of leave.

E-14.1 MISCELLANEOUS SHORT ABSENCES

Other absences required for good and sufficient reasons as approved by the Human Resources Division will be permitted, but one day's pay for each day absent shall be deducted from the person's salary.

E-14.2 Leave of absence, without loss of salary, may be granted each year to a few employees throughout the various occupational areas of the District for the purpose of attending meetings in connection with their work. These are to be granted by the appropriate administrator upon the recommendation of the supervisor or principal, and the expenses of such delegate(s) are to be paid by the District.

E-14.3 Upon presentation of a court subpoena, an employee shall be granted leave, with pay, to serve as a witness or as a juror.

E-15.1 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-16.1 EDUCATIONAL IMPROVEMENT

The Board agrees, within budget limitations, to provide funds for educational improvement. All planned coursework, including cost, should be approved in advance by the level director or manager and the Assistant Superintendent of Human Resources. Reimbursement will be made at the completion of each

course upon presentation of grade slip, evidence of payment and of satisfactory completion of the course. Types of course work approved include:

- a. Employee Initiated Course Work: Any Unit D employee who has satisfactorily completed the probationary period shall be entitled to reimbursement for the costs of educational improvement in an amount up to 75% of tuition costs not to exceed \$550 per person per fiscal year incurred in taking job related course work. Employees will be paid 25% of the approved request upon verification of course completion at the end of each term. The remaining 50% of the approved request will be aggregated and paid after the May 31st deadline. The amount budgeted for the Educational Improvement fund will be equal to the salary of a .2 FTE Range A, Step 1 Office Professional position.
- b. The three terms in each fiscal year are as follows:

Summer Term – June 6 through August 15
Fall Term – August 16 through December 31
Spring Term – January 1 through May 31
- c. District Related Courses: When an employee successfully completes course work requested by the District, 100% of tuition costs will be paid by the District.

E-17.1 LEAVE FOR GOVERNMENTAL SERVICE

An employee of the District elected or appointed to serve in a position of community, country, state or national governmental service shall upon written request be granted a leave of absence without pay if the governmental services require the employee to be absent from his/her/their duties in the District.

E-17.2 Daily salary deductions for this purpose shall be based on the actual salary of the employee divided by the number of official workdays for the employee for a specific work year. If the governmental service requires daily part-time absences, salary deductions shall be prorated.

E-17.3 For the purpose of this policy, full-time campaigning on one's behalf shall be construed as governmental service.

E-18.1 FRINGE BENEFITS

At the time a regularly employed office professional is assigned to a regular twenty (20) hours or more per week position, he/she/they become eligible for fringe benefits. The employee maintains this eligibility if he/she/they is reassigned at the initiation of the administration to a position of less than twenty (20) hours per week. Subsequently, if the administration initiates a reassignment

to a regular twenty (20) hours or more per week position and the employee refuses to accept the assignment, the employee will forfeit his/her/their eligibility to fringe benefits immediately.

E-18.2 Those office employees who work less than twenty (20) hours per week shall receive no fringe benefits other than Workers' Compensation Insurance and PERA.

E-19.1 TRAVEL EXPENSES

Reimbursement for travel expenses shall be reimbursed at the IRS Standard Mileage Rate. Mileage reimbursement is made to all Unit D employees who are required to use their personal car for performance of school related business or who are required to travel out of town on business for the school district.

E-20.1 LUNCH PERIODS AND REST PERIODS

Each Unit D employee is granted a thirty (30) minute unpaid duty-free lunch period each work day. Each employee is granted two fifteen (15) minute rest periods during an eight-hour day or shift. An employee may combine the rest period/s with the lunch period and such request will not arbitrarily be denied by his/her/their supervisor. Employees are not permitted to move their break/lunch to the beginning or end of the day unless there are extenuating circumstances and the employee has received prior approval from their supervisor.

E-21.1 MEDICAL, DENTAL AND LIFE INSURANCE

The District will pay the full employee premium for employees working .5 FTE or more per week in a benefits eligible position lasting 60 days or more, for a Medical, Dental, and Life Insurance plan recommended by the Benefits Committee and approved by the Board of Education.

From July 1, **2022** through June 30, **2023**, 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.

From July 1, **2023** through June 30, **2024**, the District shall pay 100% of the employee-only premium for the lowest cost plan provided by the District's group medical insurance carrier(s) for eligible employees. Employees who elect a higher cost plan shall pay \$25 per month (12 month **premium rate**). Applicable employee and dependent premiums shall be paid through the payroll deduction process.

The District paid premium will be increased by up to the Denver-Aurora-Lakewood CPI used for determining inflation under Article X, Section 20 of the Colorado Constitution, or an amount determined in conjunction with employee contributions, benefit structure changes and/or total compensation increases.

The District shall pay 100% of 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 further agrees to pay the employee premium in July for eligible ten and eleven month employees who are working on the last scheduled work day of the school year 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.

EMPLOYEE ASSISTANCE PROGRAM (EAP): The District will provide an Employee Assistance Program for eligible employees at no cost to the employee.

SECTION 125 MEDICAL FLEXIBLE SPENDING ACCOUNT: The District will maintain a Section 125 Medical Flexible Spending Account (FSA) between January 1 and December 31 of each contract year. Open enrollment will be held in the preceding November each year. Employees who are active on November 30 and complete open enrollment by November 30, will receive a dollar for dollar matching contribution up to a maximum of \$120 from the District. A dependent care flexible spending account (DCA) is also available to employees.

E-21.2 BENEFITS COMMITTEE

BVEOP will be allowed a representative on the Benefits Committee. The Benefits Committee shall meet and confer regarding group insurance matters. The District Insurance Consultant may be requested to attend these meetings.

E-22.1 LONG-TERM DISABILITY INSURANCE

The School District shall arrange, through an insurance carrier of its selection, for long-term disability insurance, for all regular office employees working twenty (20) or more hours per week. The cost of such insurance is to be paid by the District.

E-23.1 YEARS OF SERVICE AWARD

A Unit D employee who is scheduled to work twenty (20) hours per week in Unit D positions(s), and transfers out of Unit D or severs employment with the District, may be eligible for a one-time Unit D Service Award. To be eligible, an employee must have 15 or more years of service within Unit D positions. Positions worked outside Unit D will not be eligible for service credit and pay in these positions will not count or affect the monetary value awarded.

Unit D years do not correspond to BVSD years of service or PERA years of service. Unused leave is not considered in the years of service calculation. It is highly advised that employees consult with Human Resources to confirm eligible years of service prior to submitting a separation letter.

A Unit D employee with twenty (20) or more years of service will receive a one-time payment, calculated at 35% of the average of the employee's highest three years' annual pay, earned in a Unit D position.

A Unit D employee with fifteen (15) but less than twenty (20) years of service will receive a one-time payment, calculated at 20% of the average of the employee's highest three years' annual pay, earned in a Unit D position.

Annual pay as used in this section is defined as the actual amount paid based on the employee's placement on the Unit D salary schedule, and includes any career longevity increment, bilingual pay and/or educational increment earned as a Unit D employee. Earnings from positions outside of Unit D, overtime or other pay stipends are not included as annual pay.

E-24.1 CAREER LONGEVITY INCREMENT

Regular employees who have completed ten (10) years or more of service in the District (Unit D only) shall receive a career longevity increment per the guidelines outlined in the chart below. Eligible employees will receive their career longevity increment in the month following their anniversary date.

Years of Service	Hourly Longevity Increment	Total Hourly Longevity	Years of Service	Hourly Longevity Increment	Total Hourly Longevity
10	\$0.50	\$0.50	21	\$0.15	\$2.15
11	\$0.15	\$0.65	22	\$0.15	\$2.30
12	\$0.15	\$0.80	23	\$0.15	\$2.45
13	\$0.15	\$0.95	24	\$0.15	\$2.60
14	\$0.15	\$1.10	25	\$0.15	\$2.75
15	\$0.15	\$1.25	26	\$0.15	\$2.90
16	\$0.15	\$1.40	27	\$0.15	\$3.05
17	\$0.15	\$1.55	28	\$0.15	\$3.20

18	\$0.15	\$1.70	29	\$0.15	\$3.35
19	\$0.15	\$1.85	30	\$0.15	\$3.50
20	\$0.15	\$2.00			

E-25.1 BILINGUAL PREMIUM

Employees who are required to have bilingual skills (English plus another language) will receive a bilingual skills premium of fifty (\$.50) cents per hour. The employee must pass a language assessment. The assessment will be given during contract hours for current employees. The association may request a list of those employees who qualify for this premium.

E-26.1 NATIONAL GUARD/MILITARY RESERVE

Employees who are members of the National Guard or military reserve and are called to active duty will receive full pay and benefits for up to ninety (90) days per fiscal year. If they remain on call beyond this time, the District will continue their health insurance benefits for the duration of their service and will continue to make PERA payments during their unpaid leave. The employee will return to their position when their service ends with no loss of seniority and will be placed on the salary schedule as if no leave had been taken.

E-27.1 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/department.
2. A total of \$3,300 per fiscal year will be proportionally available for the following provisions. Distribution of claims will take place within 30 calendar days from the end of each semester.
 - a. In the event an employee, while acting within the scope of his/her/their employment, has 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 employee the cost of repair or reasonable replacement up to \$500 or the insurance deductible, whichever is less, of such property.
 - b. Given prudent and responsible handling the District will reimburse/replace for wallets/purses, outer-wear and tools which are stolen while on school grounds up to \$500 or the insurance deductible, whichever is less.
 - c. Given prudent and responsible handling the District will reimburse/replace for stolen or damaged personal property used for work purposes at school with prior documentation and approval up to \$500 or the insurance deductible, whichever is less.

- d. The district will pay up to \$500 or the insurance deductible, whichever is less, for automobile damage 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.
- e. In order for the District to reimburse the employee for losses as outlined in the above sections, the employee must a) submit a written request within ten (10) workdays of the incident; b) the District deems the request of the employee to be meritorious.
- f. To be reimbursed for property loss, the employee must complete the REIMBURSEMENT REQUEST FORM and attach copies of the employee'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) workdays of the incident.

E-28.1 COMPENSATION

For **2022-2023**, all Unit D employees shall receive a **3.5%** COLA.

E-29.1 HS Registrars

HS Registrars shall work a contract year of 230 workdays. in addition, each HS Registrar may be granted up to five additional days determined by the HS registrar with approval from the principal. Additional days may only be used after the current work calendar has ended and prior to the new work calendar beginning (June/July) and may not exceed 40 hours, or FTE equivalent, per week. Compensation will be at the current school year pay rate.

SECTION F: 110/110 PLAN FOR OFFICE PROFESSIONALS

- F-1.1 The District agrees to continue the 110 program under PERA guidelines for employees who desire post-retirement employment. Unit D employees wishing to participate in this program must turn in the appropriate form(s) for approval no later than April 1st. It is recommended that 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. Benefits will be limited to

employees working .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.

The employee shall not be entitled to any benefits (including annual, sick, personal, and vacation leave, longevity pay, and tuition reimbursement) that are provided to regular employees under any District policy, administrative regulation or procedure, handbook or collective bargaining agreement. The employee will not be paid for any workdays he/she/they is absent from work, regardless of the cause of such absence.

SECTION G: LABOR MANAGEMENT TEAM

- F-1.1 A Labor/Management Team (LMT), consisting of the BVEOP President(s) as well as any other designated BVEOP representatives, the BVSD 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 regular BVEOP/HR meetings. The LMT will also consider proposals from various collaborative BVEOP/BVSD groups about changes to policy or practice and will recommend to BVEOP and BVSD appropriate actions.
- F-1.2 The District and the Association agree to create an Advisory Council with equal representation from the District and BVEOP to provide input regarding potential workload implications at the school level as it pertains to District mandates/initiatives. The Advisory Council will meet no less than two times per school year.

SECTION H: FUTURE CONFERENCE AND TERM

- G-1.1 This Agreement shall be in full force and effect from its execution to and including June 30, 2023. Further, 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 G-2.1
- G-1.2 If either party shall desire to change any of the provisions in this Agreement, it shall give written notice as outlined in B-4.1.
- G-1.3 If the Parties have not reached an agreement on or before the end of the contract or reopening term, all provisions of the Agreement shall remain in effect unless specifically terminated in accordance with the following procedure.

G-2.1 TERMINATION OF AGREEMENT

Ten (10) or less workdays prior to the termination date of this Agreement on the first anniversary date or at any time thereafter, if no agreement on the question at issue has been reached, either party may give written notice to the other party terminating the Agreement in not less than ten (10) working 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.

G-2.2 If the parties have failed to resolve their differences by the specified date, all obligations under this Agreement are automatically cancelled.

ACCEPTED AND APPROVED

Signature on file
Christine Buchholtz
President, BVEOP

Date: June 8, 2021

ACCEPTED AND APPROVED

Signature on file
Tina Marquis
President, Board of Education

Date: June 8, 2021

MEMORANDUM OF UNDERSTANDING

Between

Boulder Valley School District (BVSD)

and

Boulder Valley Educational Office Professional Association (BVEOP)

This Memorandum of Understanding (MOU) sets for the terms and understanding between BVSD and BVEOP to conduct a review of how office professional FTE is allocated to high schools and provide support to the registrar and athletic assistants at Boulder and Fairview High Schools.

Background

The current staffing ratios provide additional school support assistant FTE to high schools categorized as “large.” Due to enrollments and sports/activities happening year round, the registrar and athletic assistants are unable to complete their job responsibilities due to being on a 10 or 11 month schedule.

Timeline

BVEOP will utilize their Substitute fund to pay for up to 15 additional days for the registrar and athletic assistants at Boulder High School and Fairview High School through fiscal year 2021. In addition, up to 15 days will be provided to each of these positions throughout fiscal year 2022. The days will be paid at the employee’s current rate of pay and must be approved by the employee’s direct supervisor.

A review of office professional FTE allocation formulas will be conducted during the 2021-2022 school year (LMT meetings). Any recommendations for change will be presented to Human Resources and the Superintendent’s office.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from BVSD and BVEOP. This MOU shall become effective upon signature by the authorized officials from BVSD and BVEOP 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 BVEOP this MOU shall end on May 30, 2022.

Authorized Officials

SIGNATURE ON FILE

Mike Gradoz
BVSD Assistant Superintendent of HR

Date: June 8, 2021

SIGNATURE ON FILE

Christine Buchholtz
BVEOP President

Date: June 8, 2021

MEMORANDUM OF UNDERSTANDING

Between

Boulder Valley School District (BVSD)

and

Boulder Valley Educational Office Professional Association (BVEOP)

This Memorandum of Understanding (MOU) sets for the terms and understanding between the BVSD and the BVEOP to complete a new market survey based on updated job descriptions in preparation for the Spring 2022 compensation negotiations.

Background

The current market analysis is based on current job descriptions, which have not been reviewed for several years. Based on the evolution of the office professional role, Unit D job descriptions need to be updated in order to ensure accurate market analysis.

Timeline

During Summer and Fall 2021, work groups will be formed to update job descriptions with a completion date of December 2021. The new job descriptions will be given to the market analyst for review in January 2022. Compensation negotiations will be based upon the new market analysis.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from BVSD and BVEOP. This MOU shall become effective upon signature by the authorized officials from BVSD and BVEOP 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 BVEOP this MOU shall end on May 30, 2022.

Authorized Officials

SIGNATURE ON FILE

Mike Gradoz

BVSD Assistant Superintendent of HR

Date: June 8, 2021

SIGNATURE ON FILE

Christine Buchholtz

BVEOP President

Date: June 8, 2021

MEMORANDUM OF UNDERSTANDING

Between

Boulder Valley School District (BVSD)

and

Boulder Valley Educational Office Professional Association (BVEOP)

This Memorandum of Understanding (MOU) sets for the terms and understanding between BVSD and BVEOP to create a vacation payout plan for Unit D employees that have significantly more than 336 hours of accrued vacation time.

Background

Currently accrued vacation time is paid out to employees at the time of their exit from the District. The payout is paid at their current rate of pay rather than the rate of pay from when they earned it. According to new contract language, employees with more than 168 hours of accrued vacation time will be paid out in August at their prior June 30 rate of pay. There are several employees that have a significant number of hours above the two year cap and it would be a hardship on the District to pay out all accrued pay at one time.

Timeline

During the 2021-2022 school year, BVEOP and BVSD will create a payout plan for each Unit D employee that has significantly more than 336 hours of accrued vacation leave.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from BVSD and BVEOP. This MOU shall become effective upon signature by the authorized officials from BVSD and BVEOP 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 BVEOP this MOU shall end on May 30, 2022.

Authorized Officials

SIGNATURE ON FILE

Mike Gradoz

BVSD Assistant Superintendent of HR

Date: June 8, 2021

SIGNATURE ON FILE

Christine Buchholtz

BVEOP President

Date: June 8, 2021