

AGREEMENT

Between

THE BOARD OF EDUCATION

and the

PARAEDUCATOR ASSOCIATION

of the

BOULDER VALLEY SCHOOL DISTRICT RE 2J

EFFECTIVE DATES:

July 1, 2022 – June 30, 2024

TABLE OF CONTENTS

	<u>Page</u>
<u>SECTION A: GENERAL PROVISIONS</u>	
1.1 Representation	5
1.2 Adherence to Agreement	5
1.3 School Board Responsibilities	5
1.4 Effect of Agreement	5
1.6 Savings Clause	6
2.1 The Agreement	6
3.1 Recognition	6
4.1 Definitions	7
 <u>SECTION B: NEGOTIATIONS PROCEDURE</u>	
1.2 Negotiations Representatives	7
2.1 Time and Place of Negotiations	7
3.1 Initiation	7
4.1 Procedures	7
5.1 Negotiations	8
6.1 Procedure for Impasse	8
6.2 Fact Finding	9
7.1 Adoption and Ratification of Agreement	10
8.1 Interim Negotiations	10
 <u>SECTION C: DUTIES OF THE PARAEDUCATOR</u>	
1.1 Professional Duties	10
1.2 Paraeducators	10
1.3 Contract Year	11
2.1 Board Policies	12
3.1 Lunch Break	12
4.1 Required Activities	12
5.1 Legal Counsel	12
6.1 Transportation of Students	12
7.1 Temporary Classroom Responsibilities	12
8.1 Employee Assigned Student(s) Exhibiting Patterns of Aggression or Intimidation	12
 <u>SECTION D: EMPLOYMENT</u>	
1.1 Status Definitions	13
2.1 Non-Discrimination	13
3.1 Medical Examination	13
4.1 Probation Period	14
4.2 Postings	14
5.1 Reassignments	14

5.2	Vacancies	15
5.3	Work Schedule	16
6.1	Professional Learning	16
6.2	Performance Review	16
6.3	Personnel Files	20
7.1	Dismissals and Disciplinary Action	20
8.1	Reduction in Force	21
9.1	Employee Assignment Notification	24
10.1	Subs	24
10.2	Faculty/Department Meetings	24
11.1	Collaboration Time	24
12	Administrative Feedback	25
13	Property Protection/Employee Responsibility for Funds	25
14	Additional Opportunity for Work	26

SECTION E: CONFLICT RESOLUTION

1.1	Intent and Purpose	26
2.1	Definitions	26
3.1	Procedure	27
4.1	Informal Conference	27
5.1	Grievances	27
5.3	Step One	27
5.4	Step Two	27
5.5	Step Three	28
5.6	Role of Arbitrator	28
5.8	Rules	29
6.1	Miscellaneous	29

SECTION F: COMPENSATION

1.1	Salary Schedule	30
1.2	Advancement on the Salary Schedule	30
1.3	Salary Credit - Former Experience in the District	30
1.4	Pay Period	30
2.1	Overtime Work	31
2.4	Rest Periods	31
2.5	School/District Closures	31
3.1	Travel Expenses	31
4.1	Liability Insurance	31
4.2	Health, Dental, and Life Insurance	32
4.4	Long-Term Disability Insurance	32
5.1	Annual Leave Accrual	32
5.2	Annual Leave Usage	32
5.4	Extended Sick Leave	33
5.5	Payment for Unused Annual or Sick Leave	33
5.6	Bereavement Leave	34
5.7	Injury Leave Policy	34
6.0	Leave for Governmental Service	35
6.1	Extended Absences for Personal Reasons	35
6.4	Leave of Absence for Improvement of Health	36
7.1	Military Leave for Service in Reserve Units	36

8.1	Miscellaneous Short Absences	36
8.2	Jury Duty	36
8.3	Court Appearance	36
9.1	Prior Benefits	36
10.1	Family & Medical Leave Act of 1993	37
11.1	Career Longevity Increment	37
12.1	Meal Allowance	37
13.1	Time Off To Vote	37
14.1	Bilingual Premium	37
15	Tuition Reimbursement	37
16	Educational Credit	38
17	Holiday Pay (Thanksgiving Day)	39
18	Educational Sign Language Interpreters	40

SECTION G: PRIVILEGES & FACILITIES

1.1	Use of Facilities	40
2.1	Board Meeting Information	40
3.1	Visiting Schools	40
4.1	Building Meetings	40
5.1	District Information	41
6.1	Further Considerations	41
6.3	Activity Ticket	41
7.1	Dues Deduction	41
8.1	Mail	42
9.1	Association Business	42
9.2	BVPA President	42

SECTION H: LABOR MANAGEMENT TEAM 42

SECTION I: FUTURE CONFERENCE AND TERM

1.1	Effect of Agreement	43
2.1	Termination of Agreement	43

APPENDIX: New Employee Salary Placement Guidelines 44

MEMORANDUM OF UNDERSTANDING 45-63

SALARY SCHEDULE

Agreement Between
BOULDER VALLEY PUBLIC SCHOOLS
BOARD OF EDUCATION
And
BOULDER VALLEY PARAEDUCATOR ASSOCIATION

SECTION A: GENERAL PROVISIONS

- A-1.1 REPRESENTATION: The Boulder Valley Paraeducator Association is recognized as the sole bargaining agent for employees in Unit E with respect to rates of pay, wages, hours of work and other conditions of employment. The bargaining unit consists of personnel including PARAEDUCATORS (pay levels include: non-instructional paraeducators, instructional paraeducators, health room paraeducators and intensive special education paraeducators) and Special Skills Aides. See Unit E Pay Schedule for a list of pay levels and position titles employed in the schools of Boulder Valley School District.
- A-1.2 ADHERENCE TO AGREEMENT: Both parties agree that during the term of this Agreement, adherence to the provisions contained herein will be an obligation and duty of each. There will be no strikes or other individual or concerted action designed to deprive the youth in the schools of the services of Unit E employees. Any employee who engages in such actions during the term of this Agreement shall be subject to severe disciplinary action. Such disciplinary action shall be subject to the Grievance Procedure contained in this Agreement. The Board of Education further agrees that it will not, during the term of this Agreement, officially adopt or implement any condition of employment contrary to the provisions of this Agreement.
- A-1.3 SCHOOL BOARD RESPONSIBILITIES: Except as expressly provided in this Agreement, the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board of Education.
- *A-1.4 EFFECT OF AGREEMENT: The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment as of July 1, 2022, between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written Agreement by the parties signatory hereto.

- A-1.5 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. 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-1.6 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-1.7 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-2.1 THE AGREEMENT: Shall mean this document which is binding upon and inuring to the benefit of Unit E employees and the Boulder Valley School District for the period July 1, 2022, through June 30, 2024, subject to contract opening under section I-1.1 (Future Conference and Terms).
- A-2.2 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.
- A-3.1 RECOGNITION: Members of Unit E have the right to elect an organization to represent them in negotiations with the Board of Education on matters pertaining to salaries, hours, terms and conditions of employment, processing of alleged grievances, and on matters which both parties agree are proper subjects for negotiations.
- A-3.2 The Board of Education hereby reaffirms recognition of the Boulder Valley Paraeducator Association as the exclusive representative of the members of Unit E for the effective dates of this Agreement and for such additional periods of time as its recognition may be extended under the policies and procedures of the Board of Education. All rights and privileges granted to the BVPA under the terms and provisions of this Agreement are for the exclusive use of the BVPA.

A-4.1 DEFINITIONS

1. School Year

As used in this Agreement, the term “school year” shall be defined as the days between August and June when students are in school. The specific days will be established annually by the Board of Education in the adopted calendar.

2. Fiscal Year

As used in this Agreement, the term “fiscal year” shall be defined as the period between July 1 and June 30.

SECTION B: NEGOTIATIONS PROCEDURE

B-1.1 The Board of Education representatives will meet with Unit E representatives to negotiate and reach agreements on matters pertaining to salaries, hours, terms and conditions of employment, procedures for the processing of alleged grievances, and on other matters which both parties agree are proper subjects for negotiations. The Salary Schedule shall be negotiated each year.

B-1.2 NEGOTIATIONS REPRESENTATIVES: Prior to the onset of negotiations the Board of Education and the BVPA shall inform each other of the names of their respective representatives for the negotiation process. Either party may, if it so desires, use the services of outside consultants and may call upon proper representatives to participate in negotiations.

B-1.3 Both parties shall negotiate in good faith and in 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 on school time, a maximum of three BVPA negotiators and one alternate will be released from their regular assignment to attend such meetings without loss of pay.

B-3.1 INITIATION: A written request for negotiations shall be submitted by the party desiring negotiations between December 1, 2021 and February 1, 2022 in the last year of the contract.

B-3.2 Within ten (10) work days following the receipt of request for negotiations, the recipients shall make written acknowledgement of the request.

- B-4.1 PROCEDURES: Packages containing proposals for negotiations shall be exchanged no later than April 1. On contract reopening for the negotiated agreement to be effective July 1, 2022, each party shall be limited to the presentation of Section F and no more than three (3) additional Sections by each party.
- B-5.1 NEGOTIATIONS: Formal negotiations meetings between the parties shall be conducted in closed sessions. The first session shall be held no later than April 1. During any session, either party may caucus in a closed meeting separately. Mediation shall be conducted in closed session.
- B-5.2 During negotiations the proposal for change of either party may be modified or added to. Those sections of the Agreement that had no proposal for change by either party may also be deleted or modified.
- B-5.3 Tentative agreements reached during any phase of negotiations shall be reduced to writing, dated and initialed by both parties. Agreement on any matter in negotiations is reached only when the parties have tentative agreement on all matters in negotiations, subject to ratification by both parties.
- B-5.4 BVPA requests for records, lists, or other data should be addressed to the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources shall respond to the request within five (5) work days in writing, either supplying the requested information or indicating how the information may be obtained and suggesting a time and procedure.
- B-6.1 PROCEDURE FOR IMPASSE: In the event that tentative agreement cannot be reached on all items under negotiation by the negotiation teams, or negotiations have not been concluded by May 10th, unless extended by written mutual consent, an impasse shall exist, and the following procedure shall be followed:
- A. Mediation: The issues in dispute shall be submitted to a mediator for the purpose of inducing the Board and the Association to make a voluntary agreement.
 - B. Unless both sides agree otherwise, the Board and the Association shall, within five (5) days of the declaration of impasse, submit a written request for a mediator to the American Arbitration Association.
 - C. The request to the American Arbitration Association shall ask that a list of five (5) qualified mediators be submitted to the Board and the Association.
 - D. The mediator shall be selected by the Board and the Association five (5) business days after receipt of the names of mediators. The procedure shall be (unless mutually agreed otherwise) for each party to alternately strike names from the list until only one (1) name remains. This person shall then

be asked to mediate the dispute. The party striking first shall be determined by lot. If the mediator declines to accept, the last two names stricken from the list shall be sent to the American Arbitration Association with the request to select the mediator from between the two.

- E. The form, dates and times of meetings shall be arranged by the mediator. The mediator shall meet with representatives of the Board and the Association either separately or together.
- F. If mediation fails in whole or in part, the mediator shall report the issues that remain in dispute to the Board and the Association.
- G. The cost for services of the mediator or A.A.A., including per diem expenses, if any, and necessary and actual travel expenses, shall be shared equally by the Board and the Association.

B-6.2 FACT FINDING: If the mediation procedure described above has failed to bring about agreement on all issues, either party acting through their representative may request in writing that the issues which remain in dispute be submitted to an advisory fact-finder. Unless the parties agree otherwise, the method of selection of the fact-finder shall be the same as that for selection of a mediator as described in Section B-6.1 (A) through Section B-6.1 E. Prior to either party agreeing to fact-finding, the parties will hold a pre-hearing conference with the fact-finder to determine the process and the issues.

- A. The fact-finder will have authority to hold meetings and confer with any parties deemed advisable in seeking to uncover pertinent facts, but he/she will not have authority to incur any costs other than his/her own fee without prior agreement of the Board and the Association.
- B. The fact-finder shall provide a written report to the two parties within thirty (30) calendar days after the hearings have commenced.
- C. Representatives of the Association and the Board shall meet within five (5) days after receiving the recommendations of the fact-finder to review and clarify the recommendations. The parties may agree to amend the recommendations at this meeting.
- D. The recommendations of the fact-finder and any tentative agreements reached prior to the fact-finding shall be submitted to the Association and the Board for action, unless the parties have previously agreed to amend the recommendations in the meeting described in B-6.2C above. In such cases, the amended report will be submitted along with the tentative agreements for the ratification vote.

E. All costs incurred in the above process are to be shared equally by the Board and the Association

F. Nothing herein shall preclude the parties from agreeing to combine the mediation and fact-finding process under one neutral.

B-7.1 ADOPTION AND RATIFICATION OF AGREEMENT: Tentative agreements reached as a result of negotiations shall be reduced to writing and presented to the BVPA membership for ratification. The BVPA shall have fifteen (15) work days, exclusive of June 1 to September 1, 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 within this allowed time shall constitute ratification. Following such ratification, the Agreement shall be presented to the Board for its ratification. Ratification of this Agreement by the Board indicates that it intends to appropriate adequate funds to implement all provisions of the Agreement.

B-8.1 INTERIM NEGOTIATIONS: It is recognized by the Board of Education and the BVPA 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) is necessary. If as a result of such negotiations agreement is reached on proposed change(s), such change(s), will be presented to the BVPA's Executive Board 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 BVPA presidents and will become amendment(s) to the existing Agreement. If the issue(s) under consideration in interim negotiations cannot be resolved, the issue(s) may become topic(s) for the next negotiations.

SECTION C: DUTIES OF THE PARAEDUCATOR

C-1.1 PROFESSIONAL DUTIES: The role of the paraeducator varies considerably from position to position within the Boulder Valley School District. General areas of responsibility are set forth in the applicable job descriptions available on the BVSD website. The job description is not meant to be a rigid delineation of duties. It is only an indication of the types of tasks a paraeducator may perform including other duties as assigned by the building/department administrator.

C-1.2 PARAEDUCATORS: The Board reaffirms the important role of paraeducators play in assisting the students and staff in the educational program of the District. It further agrees to provide paraeducators in both the elementary and secondary schools as determined by effective practices and staffing guidelines. Priority for paraeducators time may be given to: relieve class overloads, staff resource centers and libraries, meet the unique and/or unusual needs of a particular school, work directly with students to meet their individual needs as overseen by the certified staff

member and support programs in non-student contact positions. Assignment of paraeducator schedules at the building level may be made through a shared decision making process.

A. ITINERANT PARAEDUCATOR: The purpose of the itinerant paraeducator is to provide short term staffing coverage in special education programs. Their work shall be assigned and supervised by a program director.

C-1.3 CONTRACT YEAR: The contract year for members of Unit E covered by the BVPA Paraeducator Salary Schedule shall consist of a minimum of student contact days and a minimum of three (3) Professional Learning days (prorated by FTE, incumbent of all paraeducator FTE) defined below for each pay grade and/or position (D-6.1.B). Unit E members who work twenty (20) hours per week or more as a paraeducator will be eligible for a maximum of nine (9) holidays/additional days of pay. A 1.0 FTE assignment is defined as 8 hours per day/40 hours per week.

POSITION	MINIMUM CONTRACT DAYS
Paraeducators:	
Non-Instructional	175
Instructional	175
Health Room	175
Multi-Intensive	175
PreSchool Para #1	167
PreSchool Para #2 (ECE approval process)	135
Itinerant	86
Special Skills Aides	
SSA1	175
SWAP Program	240
SSA2	175
SSA3 (Educational Interpreters/SPED Trainer)	175

C-2.1 BOARD POLICIES: The policies of the Board of Education are recognized as being of vital concern to employees affected by them. Consequently, for actions concerning policies not covered in this Agreement that affect employees in Unit E, the administration shall inform the Association at a reasonable time prior to the initiation of such change in order to provide for consultation with organization members at a regularly scheduled Board meeting.

C-3.1 LUNCH BREAK: A 30 minute daily duty free lunch break without pay shall be provided to all Unit E employees working longer than four (4) hours. The lunch break will be scheduled based on the instruction program needs of students without compromising programmatic needs and school schedules.

Unit E employees may leave the building during their lunch break but must advise the office of their intention to do so.

C-4.1 REQUIRED ACTIVITIES: For any activities that are required of the paraeducator by supervisors, such as attendance at meetings, in service training, etc., the employee will be paid at his/her regularly hourly rate.

C-5.1 LEGAL COUNSEL: The Board shall provide legal counsel of its selection, to paraeducators in actions arising out of disciplinary action involving a pupil of the school district while in the proper discharge of duties within the scope of his/her employment.

C-6.1 TRANSPORTATION OF STUDENTS: Paraeducators shall not be required to transport pupils to activities which take place away from the school building.

C-7.1 TEMPORARY CLASSROOM RESPONSIBILITIES: Periodically Unit E employees may be required to perform their duties while the teacher is temporarily absent from the classroom for up to 30 minutes. If he/she is uncertain about the appropriateness of such assignments, he/she is encouraged to discuss the matter with the principal and obtain a professional judgment. If the paraeducator is not satisfied with the outcome of the meeting, he/she may request assistance from HRD and the BVPA.

C-8.1 EMPLOYEE ASSIGNED TO STUDENT(S) EXHIBITING PATTERNS OF AGGRESSION OR INTIMIDATION:

A. Pertinent laws, policies and practices will be followed for managing and reporting occurrences of aggressive or intimidating behavior. Paraeducators will have the reporting process reviewed with them. It is expected that incidents and/or injuries are reported on the appropriate form(s) to the building administrator and/or case manager. If a paraeducator sustains an injury arising out of, or in the course of, the actual performance of his/her job, the procedures under section F-5.7 will apply.

- B. An employee assigned to a student who exhibits a pattern of aggressive or intimidating behavior will be provided an explanation of and training in program strategies as outlined in the individual student's program (safety plan, behavior support plan, etc.). Such explanation and training will occur prior to the initiation of direct service to the student. If circumstances prevent the orientation and/or training prior to a staff person's assignment to such student, additional support will be provided to the program and/or student until such time that orientation and/or training can occur.

If the student has an individual support plan related to aggressive or intimidating behavior, the support plan will be reviewed with the paraeducator by the building administrator, case manager or licensed designee upon being hired or assigned to work with the student. When the behavior plan is modified, it will be reviewed again with additional training as needed. If it is not possible to review the modified plan prior to working with the student, additional support will be provided to the program and/or student until the training can occur. If appropriate, an informal assessment of the student will be conducted to assure that the staff member assigned to the student has a working knowledge of the information and strategies required in the student's plan.

- C. Employees may ask for assistance regarding the student's plan and/or need for an informal assessment of the plan. A timely response and appropriate assistance will be provided to the paraeducator without retaliation.

SECTION D: EMPLOYMENT

D-1.1 STATUS DEFINITIONS: Assigned and/or available hours are either temporary or regular. This is determined by the funding source and/or the reason for available hours. An employee may have both regular and temporary hours.

A. Temporary Employees: Employees who are assigned hours that are available for a short term or intermittent basis, where it is impractical to employ on a regular basis. Examples would include, but not limited to, hours from conversions, hours from an appeal or filling in for an employee on a leave of absence.

B. Regular Employees: Employees that are assigned hours that are available in a continuing scheduled on-going position.

D-2.1 NON-DISCRIMINATION: The School Board and the BVPA affirm that there will be no discrimination against any employee because of race, age, creed, color, sex, sexual orientation, marital status, or national origin.

D-3.1 MEDICAL EXAMINATION: The District shall pay the cost of any medical examination or a special test required by the District or the State. The District will

schedule such examinations or tests during the workday. The employee should not lose pay nor be required to make up time he/she was not in the building. Travel expenses will be paid as set forth in F-3.1.

D-4.1 PROBATION PERIOD: All new regular employees will be hired under a probationary period of one (1) calendar year from the first working day of employment as a regular employee. Should the employee voluntarily change pay grades or schools, the probationary period would start over on the effective date of the new assignment. The satisfactory completion of the probationary period will be the basis for continued employment. The employee will be provided with a job description and a copy of the evaluation form that will be used for the evaluation. If at any time during the evaluation period the employee's performance shall be deemed unsatisfactory, the immediate supervisor(s) or building administrator will discuss the area of concern with the employee, and the employee will be given a reasonable amount of time to correct his/her misconduct and inefficiency.

D-4.2 POSTINGS

*A. When new and/or vacant paraeducator positions and additional hours (five hours per week or more) are allocated to a building(s) the principal or principal designee shall notify, via email, all paraeducators in the building of the opportunity. The notification will include a description of special qualifications required for the position(s). If the position is posted on the website it will be posted within the building, district wide and externally for a minimum of five (5) work days. If posted on the website, first consideration will be given to in-building paraeducators before interviewing other applicants. If more than one person applies, the building will form an interview team that will include, whenever possible, at least one paraeducator. If the interview is held during the summer, the building will offer at least one paraeducator the opportunity to participate in the interviews. The interview committee will give input that will be considered in addition to the qualifications.

D-5.1 REASSIGNMENTS: "Reassignments" shall mean a change in position, either between schools or within a school, initiated by the administration for reasons other than a building or District reduction in force.

A. A reassignment shall be made in the best interests of the educational program and the reasons for the change explained to the employee prior to the reassignment. A reassignment shall be reasonable and an employee's qualifications, rate of pay and hours, will be discussed with the employee prior to determining a reassignment. At the request of either party, the administrator shall provide a written summary of the discussion to the employee. No reassignment will be made arbitrarily or vindictively.

D-5.2 VACANCIES

- A. Unit E employees shall inform his/her principal in writing if he/she desires to be considered for vacancies and/or additional hours if they become available within his/her building during the school year. Employees will inform HRD in writing if they desire to be considered for vacancies and/or hours within or outside their building. Reasonable efforts will be made by the District to find desired additional hours for employees.
- B. When a Unit E vacancy occurs in a building, employees within that building shall be given first consideration based on qualifications if employees are equally qualified, then priority shall be given to the employee with the most seniority as defined in Section D-8.1, H of the Agreement.
- C. When additional Unit E hours are allocated to a building, those hours shall be allocated to the educational program(s) which serves the best interests of the students. Hours will be utilized within the current fiscal year. Employees within that building shall be given first consideration based on qualifications. If employees are equally qualified, then priority shall be given to the employee with the most seniority as defined in Section D-8.1, H of the Agreement.
- D. If no Unit E employee within the building is selected to fill the vacancy or receive the additional hours, Unit E employees who have submitted an on-line application for the vacancy shall be given consideration based on qualifications. If employees are equally qualified, then priority shall be given to the employee with the most seniority as defined in Section D-8.1, I of the Agreement.
- E. "Qualifications" as used above shall be based upon the following:
- Application/District personnel file
 - Education
 - District and/or relevant work experience
 - Certification and/or licenses
 - Specialized skill or training that are essential to the needs of the position
 - Ability to implement educational programs with students and collaborate with staff
- F. Unsuccessful candidates for positions shall be notified by the hiring administrator or designee. Upon request, the candidate will be provided with reason(s) in writing.

*D-5.3 WORK SCHEDULE: Where possible tentative work schedules for the semester or trimester will be established and given to employees in advance. Changes in such schedules may be made and the employees will be given as much advance

notice as practicable. Provided, where possible, for the upcoming semester or trimester, a non-probationary employee's total hours will not be reduced except as provided in Section D-8.1. If a change in assignment results in hours that are at a lower rate of pay, the paraeducator shall be held harmless in hours and rate of pay until the end of the current semester or trimester, unless a comparable assignment has been offered by the district. BVSD will make every effort to keep paraeducator positions at .50 FTE or full time (.9375 high school, .875 middle & elementary).

D-6.1 PROFESSIONAL LEARNING: Professional Learning (PL) will be provided to support individualized professional learning opportunities that promotes and reinforces improved job performance, career advancement, and professional growth.

A. The paraeducator and supervisor are mutually accountable for trainings required for the position, such as CPR/First Aid, CPI and other school and district protocols. Required trainings shall be scheduled at the earliest available opportunity.

B. A minimum of three days training, prorated by FTE (incumbent of all paraeducator FTE), will be provided to each paraeducator every school year.

D-6.2 EVALUATION: An evaluation is to measure the quality of a Unit E employee's job performance against standards, elements, and job description. These criteria and procedures for evaluation shall be applied uniformly throughout the District. It shall be used to identify areas for support and growth that will enhance skills needed for student support and achievement, program effectiveness, and professional growth.

Regular Unit E employees shall receive a minimum of one written evaluation every three (3) years after the probationary evaluation. Employees will also be evaluated during any year that they are relocated to a different building site or a different position. The employee will be informed in advance of the evaluation process and the form(s) to be used through a meeting with their evaluator. The immediate supervisor (building administrator or program director) will make such performance review. Within thirty (30) days of the beginning of the school year, the building administrator and/or program director shall inform each employee under his supervision of the procedures and evaluation. No evaluation or observation shall take place prior to this orientation. The employee will sign the evaluation acknowledging only that the contents have been reviewed and discussed. It will then become a part of his/her permanent District employee file. If the employee disagrees with the evaluator's statement(s), he/she may within ten (10) working days of the last discussion, prepare and submit to the evaluator a signed supplemental statement to be attached and filed with the evaluation.

D-6.2.1 Improvement Plan: for regular Unit E employees who have passed their probationary period.

The purpose of the Improvement Plan shall be to address concerns, gather information through observations, and to have the evaluator and employee work together to develop a plan for improvement of his/her job performance. The Improvement Plan is designed to measure effective performance for Unit E employees and can also serve as documentation for recommendation for dismissal due to unsatisfactory performance. The supervisor and employee shall collaboratively develop the employee's improvement plan.

- A. Employee evaluations shall be the responsibility of the evaluator. The evaluator may place an employee on the Improvement Plan evaluation process by providing written notification to the employee stating the reasons. Such reasons will be acceptable provided they are not arbitrary and capricious, and may occur at any time during the school year. The employee may request a meeting with the evaluator, an Association Representative, and the Assistant Superintendent of Human Resources and/or their designee for the purpose of reviewing the initiation of the process, or at anytime throughout the Improvement Plan evaluation process.
- B. STEP 1 Initiation of Written Notification and Conference: This step is designated to be a series of observations by the evaluator to gather and share information with the employee.
- C. At least one week prior to starting Step 2, the evaluator shall meet with the employee to discuss and clarify the process and provide a written summary of the understandings reached in the meeting. The summary shall include the following:
 - a. Overall process and timeline
 - b. Copy of classified evaluation and job responsibilities
 - c. Expectations regarding areas of performance concerns
 - d. Data sources
 - e. Frequency of observations and observation conferences
 - f. Copy of Improvement Plan evaluation Process
- D. STEP 2 Weeks One – Four (1-4) Information Gathering and Observations: This step in the process is intended to open communication between the employee and evaluator to share concerns and ensure an understanding of the process.
 - a. The employee shall be observed no less than three (3) times and such observations must be at least thirty (30) minutes in duration.

- b. Within two (2) working days after each observation the evaluator will provide the employee written feedback as a part of the observation process.
- E. At the end of the four (4) week period the evaluator shall discuss progress with the employee and provide an interim written progress report to the employee.
 - a. Once the employee's performance has been deemed effective, the report shall so state, and the employee returns to standard evaluation process.
 - b. If performance concerns exist, the interim written progress report shall so state and will include written improvement plan that addresses the performance concerns. The improvement plan will include performance expectations, performance indicators, strategies for improvement, reasonable timelines and resources.
- F. STEP 3 Weeks Five – Eight (5-8) Improvement Plan Implementation: This step begins with the development of an Improvement Plan followed by the observations to assess progress.
 - a. The employee shall be observed no less than three (3) times and such observations must be a least thirty (30) minutes in duration.
 - b. Within two (2) working days after each observation the evaluator will provide the employee written feedback as part of the observation process.
- G. At the end of the four (4) week period the evaluator shall discuss progress with the employee and provide an interim written progress report to the employee.
 - a. If the employee's performance has been deemed effective, the report shall so state and the employee returns to the standard evaluation process.
 - b. If performance concerns continue to exist, the written evaluation report shall so state and specify that the employee is placed on remediation. The remediation plan will include performance expectations, performance indicators, strategies for improvement, reasonable timelines and resources.
- H. STEP 4 Weeks Nine – Twelve (9-12) As soon as possible after completion of the written Improvement Plan evaluation report, the evaluator and the employee will meet to develop a remediation plan. The remediation plan will include performance expectations, performance indicators, strategies for improvement, timelines and resources.

- a. The employee shall be observed no less than thirty (30) times and such observations must be at least thirty (30) minutes in duration.
 - b. Within two (2) working days after each observation the evaluator shall provide the employee written feedback as a part of the observation process.

- I. At the end of the four (4) week period the evaluator shall discuss the employee's employment status and provide a written summary to the employee.
 - a. Once the employee's performance has been deemed effective, the summary shall so state and the employee is placed on a new three year cycle.
 - b. If performance concerns continue to exist and are not such as to justify dismissal, the employee will continue on the improvement plan as provided in section D-6.1(F).
 - c. If the evaluator considers the employee's deficiencies to be such as to justify dismissal, the summary shall so state.

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

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

- L. Response time to written evaluation
 - a. The employee may grieve the written evaluation report as provided in section E-1.1. With regard to the Improvement Plan evaluation process, the parties have agreed to use a problem solving approach through Step 3. A grievance covering D-6.2.1

may be filed and considered timely if filed with fifteen (15) days of the receipt of the written evaluation report by the employee. Upon the mutual agreement of the Association and the District, an alternative process to the grievance procedure (Section E) may be used in resolving issues.

- b. If the employee disagrees with the written evaluation report, he/she may put his/her objection in writing within ten (10) working days after receiving the final written evaluation report and have them attached to the evaluation report. If the evaluation report is being grieved, the ten (10) working day time period shall not apply until the grievance has been resolved or withdrawn.

D-6.2.2 WRITTEN REPLIES: An employee will be informed that he/she may attach written replies to documents he/she receives from the evaluator.

D-6.3 PERSONNEL FILE: Materials placed in a Unit E employee's permanent employee file after employment, whether in the central office or the school building, are available for review by the employee. At the employee's written request a representative of BVPA may accompany the employee in such review.

D-6.4 Any complaints or statements directed toward a Unit E employee deemed serious enough to become a matter of formal record will 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 employee's evaluation or performance review unless signed by the person(s) making such derogatory allegations.

D-6.5 Materials reviewed by an employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted by him/her in writing. Such written response will become part of the employee's permanent employee file.

D-6.6 Disagreement by an employee with the appropriateness of the content of materials in the permanent employee file may be a matter to be pursued through the grievance procedure.

D-7.1 DISCIPLINARY ACTION AND DISMISSAL: In the event a concern has been raised regarding employee actions, discipline may be imposed.

Disciplinary action or measures will include only the following:

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

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

D-7.2 Disciplinary action may be imposed for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

D-7.3 If the District has reason to reprimand an employee it will be done in a manner that will not embarrass the employee before other employees or the public.

D-7.4 The employee will be provided with 24 hour notice of an impending suspension or dismissal and be given an opportunity to respond before final action is taken. Such employee will be given written notification setting forth the reasons for the suspension or dismissal.

D-7.5 The BVPA will be notified and will have the right to take up the suspension and/or dismissal as a grievance at the second step of the grievance procedure. The matter will be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

D-7.6 In imposing any disciplinary action the District will not take into account any prior infractions which occurred more than two (2) years previous with the exception of cases involving dishonesty or where past actions have bearing on the present situation.

D-7.7 Any concern will be investigated within ten (10) workdays from the Incident or the supervisor learning of the incident. During that period, if it is deemed necessary to conduct a fact-finding meeting to determine if there is just cause for disciplinary action, the employee and a BVPA representative will be given a 24 hour written notice of such meeting. This meeting may occur beyond 10 workdays if there is mutual consent.

D-8.1 REDUCTION IN FORCE

A. When it is preliminarily determined to reduce Unit E employees at a school(s), program (special education, bilingual, Title 1), or through a District-wide general reduction in hours, notice shall be given to the BVPA. At the request of either the BVPA or the District, representatives of the parties will meet within ten (10) working days to discuss the reduction.

B. Announcement of the probable number of Unit E employees to be affected by the contemplated reduction in force will be made no later than May 15th of the school year. Announcement of the probable FTE to be affected will be made no later than April 15th of the school year.

C. The reduction in force will occur in the following sequence:

1. Normal attrition. Employees should make every effort to notify their administrator, prior to May 15, of their intent to continue employment for the following school year.
2. Temporary employees and temporary hours allocated to regular employees.
3. Probationary employees
4. After consideration of program needs, each school and/or program will determine regular employees' assignments (job functions and number of hours). If further reductions are required, regular employees who meet all the requirements of the position will be reduced by seniority. Regular employee(s) with the least seniority as defined in Section D-8.1, I of the Agreement shall be reduced in hours and/or pay rate.

Exceptions for regular employees that have specialized skills or training that are essential to the needs of the program (i.e. bilingual skills, medical training for specific student) must be made in writing and approved by the Assistant Superintendent of Human Resources.

At the request of the employee, the administration shall provide the employee a written summary that formed a basis for the employee's reduction.

5. School wide/central administration department reductions to all regular employees are not permitted. Exceptions will be considered only if the building administrator and all impacted regular employees agree to school wide reduction and the request for an exception is made in writing to Human Resources. The BVPA will be informed of such in writing.
- D. Employees who are reduced more than 50% of their current regular hours will be considered displaced. Vacant positions for which the displaced employee(s) possess the necessary qualifications to perform the job will not be posted to candidates outside of Unit E until all displaced employees have secured assignments. Displaced employees will be placed into vacant positions by June 1st. Every effort will be made to minimize the impact to the employee. Such assignments must be for not less than 50% of the employee's previous number of regular work hours per week, unless the employee elects to accept a reduced number of hours.
- E. In the event no vacant position(s) exist, reduced employees may exercise seniority in the following manner:
1. An employee whose regular work hours per week are reduced by more than 50% may exercise seniority against the least senior employee in the

District, for which he/she has the necessary qualifications to perform the job.

2. An employee may exercise seniority to regain not less than 50% of his/her previous number of regular work hours per week.
 3. An employee who chooses not to exercise his/her seniority in the above manner will be laid off unless he/she elects to accept the reduced number of hours.
- F. The Superintendent or designee may retain employees or make administrative assignments to insure that a school or a program is not adversely affected by the reduction in force. The BVPA will be informed of such actions prior to the notification of the individuals involved.
- G. NOTIFICATION: Regular employees who are to be laid off shall be notified as soon as possible. When possible, employees will be notified fourteen (14) calendar days in advance of the effective day of the layoff.

H. RECALL RIGHTS

1. When vacancies occur in the District, laid off regular employees, under Section G above, shall be considered before new personnel are hired.
2. Recalled employees who meet all the requirements of the vacancy will be placed by seniority as defined in Section D 8.1, I of the Agreement. Placement will be made into a position that most closely resembles the employee's position from which they were laid off.
3. Employees will retain recall rights and seniority if recalled within one (1) year from the date of layoff.
4. An employee will forfeit recall rights for reemployment if the offer for reemployment is rejected or he/she fails to respond within 48 hours of receipt of notice.
5. Employees being recalled will be contacted by telephone by a District representative. If an employee is unable to be contacted by telephone directly, notice shall be given by certified letter, return receipt requested, to the employee's last known address.
6. If recalled, an employee returns to his/her former step on the appropriate salary schedule.
7. An employee must possess the necessary qualifications to perform the job for which he/she is recalled.

8. Reduced employees enrolled in the District medical and dental insurance programs can purchase such insurance in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- I. 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 Unit E position. In the event two or more employees have the same starting employment date, the date the application was submitted to the District will govern.

D-9.1 EMPLOYEE ASSIGNMENT NOTIFICATION:

- A. For the upcoming school year, a non-probationary employee's regular hours will not be reduced except as provided in Section D-8.1. Employees shall be notified in writing by the building administrator of their tentative job assignments, pay grade and hours no later than May 15th. If at any time before the beginning of the school year there is a reduction in the employee's tentative job assignment the employee shall be notified by the principal or building administrator in writing.
- B. The building administrator and the paraeducator will collaborate to establish an initial calendar defining professional learning and scheduled days of work for the upcoming school year no later than June 1. The parties may amend for PL opportunities outside the established working calendar.
- C. Assignment of paraeducator schedules at the building level may be made through a shared decision making process

D-10.1 SUBSTITUTES: The District agrees to make every reasonable effort to have substitutes available for identified special education paraeducators in order to preserve the health and safety for students. The principal and/or special education administration will make the determination at the beginning of school year working in conjunction with the teacher and paraeducator if a substitute is needed.

D-10.2 FACULTY/DEPARTMENT MEETINGS: Whenever possible and appropriate, the building administrators will invite paraeducators who are directly involved with the instruction of students to faculty and/or department meetings as pertinent. Paraeducators will be paid in accordance with C-4.1 at his/her regular hourly rate for attendance at the faculty/department meeting as approved by the building administrator. Building administrators will provide a communication process to keep all paraeducators informed of pertinent information. Examples would include but are not limited to: paraeducator meetings, newsletters, emails.

D-11.1 COLLABORATION TIME: The District and the Association believe that it is important for paraeducators to receive necessary student information regarding students in order to provide appropriate support. Time will be provided by the building administrator for paraeducators working 20 hours or more to collaborate with staff regarding students. Appropriate staff and paraeducators will collaborate to address student safety and learning needs as per FERPA and other state and federal guidelines, including but not limited to the student's individual educational plan, health care plans, behavior plans and other relevant data.

D-12 ADMINISTRATIVE FEEDBACK: On an annual basis building administrators that work with paraeducators will solicit feedback regarding what is working well and what improvements are needed regarding their working conditions. Common issues that are identified will be collaboratively addressed with the paraeducators within a reasonable timeframe.

D-13 PROPERTY PROTECTION/EMPLOYEE RESPONSIBILITY FOR FUNDS

1. The district will make a reasonable effort to provide a safe and convenient place for employees to deposit personal property in each school.
2. A total of \$3,000 per year will be proportionally available for these provisions. Distribution of claims will take place within 30 calendar days from the end of each semester.
 - a. In the event an employee, while acting with the scope of his/her employment, has his/her 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 briefcases 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 instructional 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 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) days 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) days of the incident.
3. Whenever an employee is assigned by the District the responsibility of handling funds and follows the established District/school procedures the Board shall provide theft of money coverage for that individual.
- D-14 ADDITIONAL OPPORTUNITIES FOR WORK: The District will facilitate a process to inform hiring supervisors of the availability of interested paraeducators to work in jobs during non-scheduled times. Paraeducators will be paid at the job's established pay rate if hired. The Human Resources Office will develop a procedure for notification and request for additional work annually for paraeducators. Information regarding interested paraeducators will be shared with hiring supervisors by October 31st of each year.

SECTION E: CONFLICT RESOLUTION

- E-1.1 INTENT AND PURPOSE: The District and Association are committed to a conflict resolution process that strives to have all parties be heard and attain resolution at the lowest possible administrative level, thereby promoting good employer-employee relationships.
- E-2.1 DEFINITIONS:
- A. An "informal conference" shall mean a meeting in which a concern or complaint may be discussed prior to the grievance process.
- B. A "grievance" shall mean a written complaint by a member of Unit E or the BVPA that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. The grievance must state the section and article that is alleged to have been violated.
- C. A "grievant" is the person, persons or the BVPA making the complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.
- D. A "party in interest" is the person or persons making the complaint and any person whom might be required to take action or against whom action might be taken in order to resolve the grievance.

E. The term “days” when used in this procedure shall, except where otherwise indicated, mean work days, thus Saturday, Sunday and holidays and vacation days of the parties in interest are excluded.

E-3.1 PROCEDURE: The conflict resolution process must be initiated in writing within ten (10) days after an employee knew, or should have known, of an act or condition that is the basis for the concern. Timely filing must be made or the process will be waived.

E-4.1 INFORMAL CONFERENCE: The purpose of an informal conference is to address concerns and solve them at the lowest possible administrative level.

An informal conference process shall be convened within ten (10) days to resolve the issue. The employee, a BVPA representative, a building administrator, or Human Resources administrator may attend.

If there is no mutually acceptable conclusion to the informal conference, then the employee may file a formal grievance within ten (10) days as outlined in Section E-5.3.

E-5.1 GRIEVANCES: In the interest of employee morale and employee-employer relationships, grievances should be processed as rapidly as feasible, hence the number of days 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 level of line authority with his/her grievance.

E-5.2 All grievances must be initiated within ten (10) days 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.

E-5.3 STEP ONE: If the concern has not been resolved informally it may be appealed in writing by the BVPA to the appropriate administrator within ten (10) days from the resolution of the informal conference (cf: Sec. E-4.1)..

The appropriate administrator and/or representative(s) will meet with the aggrieved person and/or representative(s) within five (5) days after receipt of the written grievance in an effort to resolve the grievance.

Within ten (10) days after hearing the grievance, the appropriate administrator will render a written decision and either present it or send it by U.S. mail, District mail or email to the grievant and to all parties officially present at the hearing, as well as to the president of the BVPA.

E-5.4 STEP TWO: If the grievance has not been resolved at step two, or if no decision has been rendered in writing within ten (10) days after the hearing, it may be appealed in writing by the BVPA to the district Superintendent, within five (5) days after receipt of the written answer or the ten (10) day period in which no decision was rendered.

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

Within ten (10) days after hearing the grievance, the Superintendent or his/her representative will render a written decision and either present it or send it by U.S. mail, District mail or email to the grievant and to all parties officially present at the hearing, as well as the president of the BVPA.

E-5.5 STEP THREE: If the grievance has not been resolved at step three or if no decision has been rendered in writing within the ten (10) days after the Superintendent or his/her representative had heard the grievance, and the BVPA deems the grievance meritorious, it may request arbitration. Such request must be made in writing within fifteen (15) days after receipt of the written answer or the ten (10) day period in which no decision was rendered. Within ten (10) days of the demand for arbitration, the Board and/or representative(s) and the BVPA and/or representatives will select an arbitrator. In the event the parties are unable to agree on an arbitrator, selection shall be made in the manner provided below.

In the event the parties are unable to agree upon an arbitrator within ten (10) days following the BVPA's notification to the Superintendent, an arbitrator shall be selected as follows:

The American Arbitration Association shall be requested by both parties to provide a panel of five (5) arbitrators. Both the employer and the BVPA 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.

E-5.6 ROLE OF THE ARBITRATOR: The arbitrator shall not amend, take away, add to, or change any of the provisions of this agreement. The arbitrator may consider only the particular issue or issues submitted to him/her in writing by the Board and the BVPA, and his/her decision must be based solely on the interpretation of this Agreement.

The arbitrator will have authority to hold hearings and make procedural rules. He/she will issue a report within a reasonable time after the date of the close of hearings, or if oral hearings have been waived, then from the date the final statement and evidence are submitted to him/her. The arbitrator's report shall be submitted in writing to the Superintendent and the BVPA only, and shall set forth

his/her findings of fact, reasoning, conclusion, and recommendations on the issue submitted. The arbitrator's recommendations shall be consistent with law and terms of the District's policies and contracts. His/her report shall be advisory only, and will not be binding on the Board or the BVPA.

- E-5.7 The expense of the arbitrator shall be allocated one-half to the Board of Education and one-half to the BVPA and/or the grievant.
- E-5.8 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.
- E-5.9 If a Unit E employee elects to pursue any legal or statutory remedy for any alleged breach of negotiated agreements or any alleged violation of his/her rights hereunder, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of this grievance procedure.
- E-5.10 The failure of the aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the same grievance. Time limits may be extended by mutual agreement of the aggrieved and the Board provided such extension is requested within the time limits of the outlined procedure.
- E-6.1 MISCELLANEOUS: 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.
- E-6.2 The Board of Education agrees to make available to the grievant and his/her representative all pertinent information not privileged under law in its possession and control and which is relevant to the issues raised by the grievance.
- E-6.3 When it is necessary at Step Two, or Step Three, or Step Four for a representative, or representatives, designated by the BVPA to attend a hearing called by the appropriate administrator or Superintendent, the employee shall so notify the immediate supervisor(s). Not more than two representatives shall be released without loss of pay for such time as their attendance is required at such hearing.
- E-6.4 All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay.

SECTION F: COMPENSATION

*F-1.1 SALARY SCHEDULE:

For the 2022-2023 school year, BVSD and BVPA agreed to a 3.5% COLA and a 1.5% salary schedule adjustment for all of Unit E.

Historical:

New employees hired after July 1, 2008 will begin on the appropriate salary schedule no less than at Step 2. The current wage schedule for Educational Sign Language Interpreters will be added to the Paraeducator Salary Schedule page. The Teen Parenting classifications (Toddler Group Leaders and Infant Nursery Supervisor) will be added to the pay schedule under the Multi-Intensive pay rate.

F-1.2 ADVANCEMENT ON THE SALARY SCHEDULE: All Unit E employees shall advance to the next highest step on the pay schedule on August 1 of each year.

F-1.3 SALARY SCHEDULE CREDIT: Employees who are newly hired, rehired or transferred in from another unit with the District will be placed on the salary schedule at a rate commensurate with their education, training and experience. An employee is not eligible for this provision if his/her last date of previous employment with the District ended within six (6) months of his/her rehire date.

F-1.4 PAY PERIOD:

The wages of the employee shall be paid on the last business day of the month.

An employee has the option of enrolling annually in the voluntary Summer Pay Deferred Compensation Program during the open enrollment period in September.

A new employee may receive an advance payment on his/her first pay check for any amount already earned by submitting a request approved by his/her supervisor to the Payroll Department.

In an emergency an employee may receive an advance payment on his/her pay check against amounts actually earned upon the approval of the Assistant Superintendent of Human Resources.

F-2.1 OVERTIME WORK: When an employee is requested by his/her supervisor to work overtime, overtime worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1.5) times the employee's regular salary. Compensatory time off may be taken during a week later than when the overtime is worked in an amount equal to one and one-half (1.5) times the overtime worked, said compensatory time to be taken at the employee's election,

provided that his/her supervisor approves such compensatory time in lieu of receiving payment for the overtime. Compensatory time must be used within thirty (30) days of when it is earned. If the thirty (30) day period had expired, the employee may elect to be paid at the overtime rate. Any paid days are to be considered as days worked in computing overtime.

F-2.2 Subject to the prior approval of an employee's supervisor, employees who do not work over forty (40) hours in a week but who work additional hours than their regular schedule provides for may be granted compensatory time off on an hour per hour basis.

F-2.3 Paid time off will be considered as time worked in computing overtime.

F-2.4 REST PERIODS: Each employee is granted one paid fifteen (15) minute rest period during any four hour shift. Employees may request to combine their thirty (30) minute lunch break with their fifteen (15) minute rest period(s). Such requests will not be denied arbitrarily and will not compromise scheduling and programmatic needs.

F-2.5 SCHOOL/DISTRICT CLOSURES AND DELAYS: When schools and/or other District offices are closed or delayed from opening because of inclement weather or other good reason, paraeducator employees will be released during building or office closure without loss of pay (pursuant to Board Policy EBCE-R).

F-3.1 TRAVEL EXPENSES: Reimbursement for travel expenses shall be reimbursed at the IRS Standard Mileage Rate. Mileage reimbursement is made to all employees who are required to use their personal car for performance of school related businesses or who are required to travel out of town on business for the School District.

F-4.1 LIABILITY INSURANCE: A liability insurance policy in the usual form has been purchased by the Board of Education. Employees of the District acting within the scope of their employment shall be named as insured parties under the policy. A copy of this policy is on file in the Administrative offices. PERA and Workers' Compensation as established by the statutes of the State of Colorado shall be provided members of Unit E by the Boulder Valley School District.

*F-4.2 MEDICAL, DENTAL, AND LIFE INSURANCE: The District will pay the full employee premium for eligible employees for a Medical and Dental plan recommended by the Benefits Committee and approved by the Board of Education.

From July 1, 2021, through June 30, 2022, the District shall pay 100% of the employee only premium for eligible employees for plans provided by the District's group medical and dental insurance carriers that are recommended by the Benefits Committee and approved by the Board of

Education. Applicable dependent premiums shall be paid through the payroll deduction process.

For the 22-23 school year, from July 1, 2022 through June 30, 2023, the district shall pay 100% for the employee-only premium for the district's group medical insurance carrier for eligible employees.

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

- Two(2) times the Denver-Aurora-Lakewood CPI used for determining inflation under Article X, Section 20 of the Colorado Constitution or;
- 5% the District shall pay the employee-only premium for the plan provided by the District's group dental insurance carrier for eligible employees. Applicable dependent premiums shall be paid by the employee through the payroll deduction process.

The contents of the Medical, Dental and Long-Term Disability plans shall be mutually agreed upon by the Association and the Board of Education.

During the term of this Agreement, the Benefits Committee shall meet and confer regarding general contractual insurance matters. The District Insurance Consultant may be requested to attend such meetings. The Benefits Committee will make decisions by consensus.

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

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

F-4.3 Eligible employees who purchase medical and dental insurance whose hours are reduced below twenty (20) hours per week may participate in the District's medical and dental insurance plans at their own expense through COBRA.

F-4.4 LONG-TERM DISABILITY INSURANCE: The District will provide group long term disability insurance for eligible employees at no cost to the employee.

SECTION 125 FLEXIBLE SPENDING ACCOUNT: The District shall maintain a Section 125 Medical Flexible Spending Account (FSA). Open enrollment will be held in the preceding November each year. Employees who are active on November 30 of each year and complete an enrollment form by November 30 of each year 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.

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

F-5.1 ANNUAL LEAVE ACCRUAL: Employees will accrue annual leave at the rate of 6.11% of the hours actually worked.

F-5.2 ANNUAL LEAVE USAGE: Employees may take annual leave in hourly or fraction of an hour increments for each hour or fraction of any hour absence. Annual leave may be taken for any purpose other than it is not to be taken to seek other employment. Leave balances carried over from any other bargaining unit may be used only after all accumulated paraeducator annual leave is exhausted.

F-5.3 Annual leave can be used once it has been accrued. Employees can no longer use leave time prior to accruing it. After the accumulated leave has been used the employee will receive no pay for additional hours if absent unless the employee qualifies for extended sick leave under F-5.4.

In special or emergency circumstances an exception can be made by the Assistant Superintendent of Human Resources to allow an employee usage of the remaining anticipated annual leave they anticipate receiving that school year. In case of separation of employment, used but unearned annual leave must be reimbursed to the District.

F-5.4 EXTENDED SICK LEAVE

1. If an employee's absence is continuous for more than ten (10) consecutive working days after his/her annual leave has been used, due to an illness, quarantine or disability of the employee or to care for an immediate family member, the employee may request extended sick leave which will be granted beginning with the eleventh (11th) consecutive working day of absence. Full pay will be made from the eleventh (11th) working day until and including the sixtieth calendar day of the absence. The maximum benefit under this provision is thirty-one (31) days per fiscal year. The Assistant Superintendent of Human Resources may make exceptions to the ten (10) consecutive days without pay in special or emergency circumstances.
2. If an employee who has received benefits under the additional benefits as described returns to work and then is absent again for illness, quarantine or disability, an additional ten (10) working day period without pay must be in effect prior to the granting of additional sick leave benefits.

3. "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 and grandchildren of the employee or relative living in the immediate household of the employee. The immediate supervisor and/or the Assistant Superintendent of Human Resources will make exceptions to this interpretation only in very unusual cases.

F-5.5 PAYMENT FOR UNUSED ANNUAL LEAVE:

1. An employee with twelve (12) or more years of continuous service in the District who severs employment (including death of the employee) with the district will receive payment for unused annual leave at the rate of 75% of the lowest step for the respective pay schedule of the employee's last salary grade for each hour of accumulated annual leave. If the employee is in multiple grades, the employee will be paid at the higher rate of the two or more grades. In the event of the death of an eligible employee, payment shall be made to the employee's estate, regardless of years of service with BVSD. The estate will receive the payment as described above at 75% of the lowest step for the respective pay schedule of the employee's last salary grade.

Employees with twelve (12) or more years of continuous service in the District who also have an accumulated balance of two hundred (200) hours of annual leave or more may choose to receive a payout at the end of the school year for any unused annual leave hours above two hundred (200) with a maximum payout of one hundred (100) hours at the rate outlined in F-5.5, 1 above. All eligible employees will be contacted no later than June 15th. The employee may request in writing to the department of Human Resources such pay out, by submitting the required confirmation on or before July 15 of each year.

- #### F-5.6 BEREAVEMENT LEAVE:
- When death occurs in an employee's immediate family he/she shall be granted three (3) working days off with pay for time lost from work. "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 or grandchildren of the employee or any relative living in the immediate household of the employee. Any additional days will be charged to accumulated sick leave, leave without pay or annual leave.

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

- #### F-5.7 INJURY LEAVE POLICY:
- Injury leave may be granted to protect an employee against temporary loss of salary when he/she sustains an injury arising out of, or

in the course of, the actual performance of his/her job. Such injuries may entitle an employee to the Workers' Compensation Act benefits.

- A. In order to receive these benefits, injured employees are required to report the injury without delay to their immediate supervisor; report to a duly qualified physician and have a verification of the injury made to the District; and file an application in the Risk Management Office for Workers' Compensation benefits within the number of days specified in Colorado 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 compensation that the employee otherwise would have normally earned for up to three (3) days. Such absence will not be charged to sick leave. In those cases where the insurance carrier assumes liability, the injured employee may, beginning with the fourth day of absence due to such injury, receive his/her full salary from the School District less the amount of any workers' compensation pay received for a period of time not to exceed thirty (30) working days. In such case the absence would not be charged to the employee's sick leave.
 - C. After the end of the described thirty (30) work days, the employee has two options:
 - 1. He/she may use accumulated sick leave and be paid at his/her full salary less the amount of Workers' Compensation pay. In such cases the absence is charged against the employee's accumulated sick leave on a prorated basis for hours of sick leave actually used.
 - 2. He/she may accept only Workers' Compensation pay in which case 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 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 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.
- F-6.0 LEAVE FOR GOVERNMENTAL SERVICE: An employee of the District elected or appointed to serve in a position of community, county, state or national governmental service 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 duties in the District.

F-6.1 EXTENDED ABSENCES FOR PERSONAL REASONS: Extended absences for personal reasons, from one semester not to exceed one year in length, may be granted without pay to the employee under the following conditions:

1. An employee requesting an extended leave of absence for the second semester shall submit such request to the Human Resources Division, with a copy to the principal, prior to the semester preceding the leave. An employee requesting an extended leave of absence for the full year or the first semester of the ensuing school year shall submit such request to the Human Resources Division, with a copy to the principal, prior to the year preceding the leave.
2. Approval must be recommended by the Superintendent or designee. Extended absences for newborn child care, generally not to exceed one year in length, may be granted without pay to the employees according to the above conditions.

F-6.2 An employee on extended authorized leave without pay will not accumulate fringe benefits, nor will he/she benefit from salary increments. Upon return, the employee will be credited with the balance of sick leave allowance that he/she had accrued to the effective date of the leave, and salary grade and step will remain the same when the employee returns to work after the leave of absence. Provided, however, that an employee who works at least ninety (90) days in any school year will be given credit for a year of service and will receive such salary increment.

F-6.3 When considering the request for such authorized leave, consideration will be given, among other things, to the length of the leave requested, the length of the period of uninterrupted 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.

F-6.4 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. Such leaves shall not exceed one year. Neither sick leave nor salary increments will accrue to an employee while he/she is on leave for improvement of health, but the employee will retain any balance of these benefits that he/she had accumulated up to the effective date of the leave.

F-7.1 MILITARY LEAVE FOR SERVICE IN RESERVE UNITS: Upon presentation of official orders, military leave will be granted, with half pay, to Unit E employees who are members of the National Guard or other Armed Forces reserve units to attend annual two 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.

- F-7.2 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.
- F-8.1 MISCELLANEOUS SHORT ABSENCES: Other absences without pay, not to exceed one semester, necessitated for good and sufficient reason, may be granted subject to prior approval by the Assistant Superintendent of Human Resources.
- F-8.2 JURY DUTY: Upon presentation of a court subpoena, an employee shall be granted leave, with pay, to serve as a witness or as a juror.
- F-8.3 COURT APPEARANCE: Time off for court appearances on personal legal matters may be charged to personal leave. Upon two weeks advance request and presentation of court documentation, personal leave need not be used for absences of less than half a day (prorated by FTE) for one court appearance per school year.
- F-9.1 PRIOR BENEFITS: No provision of this agreement shall be construed so as to deny any Unit E employee benefits which have been granted by the District, prior to the signing of this agreement.
- F-10.1 FAMILY AND MEDICAL LEAVE ACT OF 1993: Eligible employees are covered by the provision 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.
- F-11.1 CAREER LONGEVITY INCREMENT:
 - A. Employees who have completed ten (10) years of service in the District shall receive a career longevity increment in the amount eighty-five (\$.85) cents an hour.
 - B. Employees who have completed twelve (12) years of service in the District shall receive a career longevity increment in the amount of one dollar and ten cents (\$1.10) an hour.
 - C. Employees who have completed fourteen (14) years of service in the District shall receive a career longevity increment in the amount of one dollar and fifty cents (\$1.50) an hour.

D. Employees who have completed sixteen (16) years of service in the District shall receive a career longevity increment in the amount of one dollar and seventy-five cents (\$1.75) an hour.

Eligible employees will receive their career longevity increment in the month following their anniversary date.

F-12.1 MEAL ALLOWANCE: The District shall furnish a meal or \$8.00 reimbursement to a Unit E employee who is requested to and does work two hours beyond the regular eight (8) hour work day.

F-13.1 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.

F-14.1 BILINGUAL PREMIUM: Bilingual paraeducators will receive a premium of sixty cents (\$.60) per hour. Employees hired after July 1, 2003 who are required to have bilingual skills (English plus another language required for the position) must pass a language assessment offered by the District. Under no circumstances will bilingual paraeducators be required to perform written translations of teacher letters or other documents. All written translations are to be performed through the District's translators. Employees performing as a translator will be paid at the translator rate outside their regular work day.

F-15 TUITION REIMBURSEMENT: The Board agrees to provide \$7,500 per school year for educational improvement. Any leftover funds from the prior fiscal year will rollover to the next fiscal year in addition to the \$7,500. Fifty percent (50%) of the total budget for the school year will be available for those that submit for summer and fall semester course work and fifty percent (50%) of the total budget will be available for those that submit for spring semester course work.

All planned course work, including cost, should be approved in advance by the level director or manager and the Assistant Superintendent of Human Resources. Employees on leave of absence shall not be eligible for tuition reimbursement FOR COURSES TAKEN DURING THEIR LEAVE.

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. Reimbursements will be made in January for summer and fall semester course work and in June for spring semester course work in each fiscal year.

A. Employee Initiated Course Work: Any Unit E 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 for a maximum of two (2) courses per term. In the event that the total to be paid under this provision exceeds the amounts budgeted per semester, the District will

prorate the payments for individual employees to not total more than the amount budgeted for that semester and not to exceed seventy-five percent (75%) at the time of payment. Should there be funds remaining after each semester's payments, those who received less than seventy-five percent (75%) (without exceeding the \$550 maximum) shall be brought up to the full seventy-five percent (75%) or as close as the funds may provide. Any remaining dollars for the fiscal year will then be provided to those that have not exceeded the \$550 maximum to bring them as close to one hundred percent (100%) as possible.

B. District Requested Courses: When an employee successfully completes course work requested by the District, 100% of tuition costs will be paid by the District.

F-16 EDUCATIONAL CREDIT: Employees who take approved educational course work during unpaid time after June 30, 2008 in the amounts required herein shall qualify for the increments stated below. It is intended that qualifying educational course work provide for job related professional development. In order for the educational course work to qualify for this program it must have written approval in advance by the Human Resources Division and the employee must successfully complete each course and have an attendance of not less than 90%. The employee shall furnish a certificate of completion or official transcript(s) to the District. Educational credit will not pertain to in-service training as provided in D-5.1.

Level	Clock Hours	College Credit	Hourly Pay Rate
I	109	6	\$0.18
II	218	12	\$0.21
III	435	24	\$0.27
IV	870	48	\$0.39
V	1305	72	\$0.51
VI	1450	96	\$0.55
VII	1595	120	\$0.59

F-17 HOLIDAY PAY: Unit E employees working twenty (20) hours or more per week shall be free to observe, with pay, those holidays specified in the school district calendar. The holidays are: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day in February, Memorial Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following, and Christmas Day. The school district calendar, as determined by the Board of Education, will include nine (9) holidays from those noted in this provision.

Whenever any of the above listed National holidays shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever the above listed National holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. If a qualified employee is requested to work on an

observed holiday as defined above, such as Veteran's Day, due to school being in session:

- the employee will be paid for hours worked on the holiday and
- the employee will receive the equivalent of the average hours worked per day, based on FTE, as Annual Leave hours to be added to the total Annual Leave hours accrued by that employee

In order to qualify and receive holiday pay, employees must be scheduled to work twenty (20) hours or more pre week and must work or be on paid leave, their scheduled day before and their scheduled day after the holiday. An exception to this rule would be if school ends prior to Memorial Day, an employee who finished out the school year with pay will receive the holiday pay.

Holiday pay to be submitted by employee on timesheets to school/department timekeeper per normal operation along with all hours worked or annual leave used during the week in which the holiday falls.

F-18 EDUCATIONAL SIGN LANGUAGE INTERPRETERS

1. Educational Sign Language Interpreters will continue to be paid at the rate of \$33.75 per hour for interpreting under ADA as provided by the District Legal Office.
2. Educational Sign Language Interpreters will continue to have the availability to work on professional development days with the approval of the building administrator. Activities during these days will be determined collaboratively with the administration and may include school site meetings, Deaf/HH department meetings, interpreter meetings, work on tutoring materials, or other school or district based work.

SECTION G: PRIVILEGES & FACILITIES

- G-1.1 USE OF FACILITIES: The Association shall be granted use of school building facilities for holding local Association building meetings, Association representative council meetings, general membership meetings and committee meetings for conducting official Association business provided reasonable notice is given to the Superintendent or his designated representative, and further, provided such meeting does not interfere with or disrupt the normal operation or use of the facility in question. If a charge shall be made of all other groups for such use, the Association shall be charged the lowest rate charged any other group, or for extra janitor's salary, whichever is lower.
- G-1.2 The Association shall have the right to purchase supplies and other materials from the District, at the price paid by the District, which are normally stocked in

the District Warehouse. Such materials and supplies are to be used solely for Association purposes.

- G-2.1 BOARD MEETING INFORMATION: The Board agrees to make available to the Association the complete “information packet” prepared for each Board meeting.
- G-3.1 VISITING SCHOOLS: Subject to the approval of an employee’s supervisor, Association members shall be permitted with pay to visit schools for carrying out Association business as needed. Such visitations shall not interfere with the educational program or administrative affairs of the school visited. All visitors shall comply with district security requirements and the Colorado Revised Statutes of 1963 covering public buildings.
- G-4.1 BUILDING MEETINGS: The Association staff representative(s) for each school shall have the right to schedule Association meetings before or after school or during lunch periods. The representative shall obtain a building calendar from his principal or designated representative. The meetings shall not conflict with the building calendar or the duty schedules of the paraeducators in the building.
- G-5.1 DISTRICT INFORMATION: The Board agrees to make available to the Association in response to requests for information including but not limited to: annual financial reports and audits, register of personnel, tentative budgetary requirements and allocations, agenda and minutes of all Board meetings, pupil enrollment figures, and names and addresses of all paraeducators.
- G-6.1 FURTHER CONSIDERATIONS: The District will make available the Personnel Directory to all school building offices for staff use and to paraeducators upon request. The Directory will be available on the district website.
- G-6.2 The District shall supply all members of Unit E with an electronic copy of the Negotiated Agreement. The Negotiated Agreement will be available on the district website. A paper copy of the Negotiated Agreement will be sent by the District once yearly to each school site to be placed in the library. If any employee perceives that printing out a hard copy of the contract is considered a hardship, they can make a written appeal to Human Resources for the purposes of securing a paper copy.
- G-6.3 ACTIVITY TICKET: The District shall provide an athletic activity ticket free of charge to each employee for admission of two (2) persons to regular season athletic events that occur at any Boulder Valley Public High School. This pass is intended for use by the employee only and is not valid for post-season CHSAA playoff events.
- G-7.1 DUES DEDUCTION: The District shall provide for payroll deduction for membership dues for members of the Association. Deductions for Association dues shall be voluntary. Employees will be required to complete a payroll deduction authorization and file it with the payroll office prior to any payroll

deduction being made for this purpose. The District shall forward the aggregate of such dues collected to the Association by the fifteenth (15th) of each month following the month for which collected.

The Association shall notify the District Payroll Office in writing, of the current rate of membership dues to be applied with respect to any dues deductions set forth in this Article. Any such notification must be submitted by the 10th day of the month that the new rates are effective, or such other date as mutually agreed upon.

The Association agrees to hold the Board and the District harmless from any suit, action, complaint, or the like, growing out of these deductions, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Association. The Association agrees that, in the event of any litigation against the District, its agents or employees, arising out of this provision, it will co-defend, indemnify and hold harmless the District, its agents, or employees, from any monetary award or any costs arising out of such litigation, including but not limited to attorney's fees and costs.

G-8.1 MAIL: The Association may make reasonable use of the District's mail services for communication to employees

G-9.1 ASSOCIATION BUSINESS: The internal affairs of the Association shall generally be conducted on off duty hours, however, the District grants the Association ten (10) days of paid leave for the work year, called BVPA leave, for its representatives to attend workshops and conferences and to pursue other activities of the internal Association business and its state and national affiliates. 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. The individual taking such leave shall notify his/her supervisor when he/she intends to be on BVPA leave, and shall use such leave in the manner, and at such times, that is least disruptive to the District's work requirements. The BVPA President will be released 2.5 hours per day. BVPA and the District agree that the cost of the replacement for the BVPA President is to be paid by Unit E employees. The salary of the BVPA President's release will be factored as an additional cost from the compensation in 2009-2010.

G-9.1.1 The Board recognizes that members of Unit E should be encouraged to seek election or appointment to CEA and NEA office or offices of their affiliates. Leave taken to serve such official capacity shall not be charged to the number of days referred to in G-9.1. The decision to seek or accept such position(s) shall be discussed with the Assistant Superintendent and/or Supervisor. Such time released will be with pay provided compensation is not otherwise provided and shall not exceed ten (10) day per academic year.

G-9.2 The BVPA President will be released 2.5 hours per day or 12.5 hours per week. BVPA and the District agree that the cost of the replacement for the BVPA President is to be paid by Unit E employees at the same rate as his/her assignment. The employee serving as Association President shall be guaranteed his/her FTE and pay rate upon conclusion of the Association President duties. The employee serving as Association President shall have the privilege of returning to his/her former assignment(s) unless circumstances would prohibit or if accepting a different assignment.

SECTION H: LABOR MANAGEMENT TEAM

A Labor/Management Team (LMT), consisting of the BVPA President, UniServe Director, as well as any other designated BVPA 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 BVPA/HR meetings. The LMT will also consider proposals from various collaborative BVPA/BVSD groups about changes to policy or practice and will recommend to BVPA and BVSD appropriate actions.

SECTION I: FUTURE CONFERENCE AND TERM

- I-1.1 EFFECT OF AGREEMENT: This Agreement shall be in full force and effect from its execution to and including June 30, 2024. 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 procedure outlined in H-2.
- I-1.2 If either party shall desire to change any of the provisions of this Agreement, it shall give written notice as outlined in B-3.
- I-1.3 If the parties have not reached an agreement on or before the end of the Contract or Reopening term, all provisions of this Agreement shall remain in effect unless specifically terminated in accordance with the following procedure.
- I-2.1 TERMINATION OF AGREEMENT: Ten (10) or less work days prior to the termination date of this Agreement on the first anniversary date or at any time thereafter, if no Agreement on the questions at issue has been reached, either party may give written notice to the other party terminating the Agreement in not less than ten (10) work 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.
- I-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

Boulder Valley Paraeducator
Association

Lisa Larsen
President

Date

ACCEPTED AND APPROVED

Board of Education
Boulder Valley School District RE-2

Tina Marquis
President, Board of Education

Date

Guiding statements Salary Schedule MOU Team as per LMT

Issue: Creating a better system to achieve a professional salary schedule with the goal of further evaluating the professional, through MOU team with recommendations no later than March 1, 2015, for negotiations, considering:

- pay based upon qualifications and longevity
- paras are “attached” to a particular school/department, clarification needed what it is linked to
- consistent base salary with increments based upon education and years of service, attend staff meetings, have same holidays/vacation as other staff
- have career path options
- utilizing a compensation expert (Oehn, Inc.) to work at district expense on market-based salary ranges and rotating job review and classification schedule

Guiding statements from LMT for MOU
(for LMT)

Issue: Create stability and limit or eliminate displaced or reduced hours (including allocated hours), recommendations no later than January 15, 2015, and implementation for the 2015-16 school year:

- health room paraeducators; establish minimum hours for all sites
- minimum FTE for all paraeducators
- minimum FTE per site, based on enrollment (rolling averages)
- “Escape clause” for contingencies impacting FTEs at sites
- Definition of temporary vs. regular paraeducators
- Definition of temporary vs. ongoing funds
- Include re-evaluation of current RFI language and posting language by March 15, 2015

MEMORANDUM OF UNDERSTANDING

During the 2010-2011 school year, the District and the BVPA agree to form a work group with four (4) representatives from the District and four (4) representatives from the Association for the purpose of reviewing the current allocation and work day and hours for paraeducators in the District. A written summary of the work group's conclusions and suggestions for changes will be provided to the District and the Association by March 30, 2011. It is agreed to extend this Memorandum of Understanding through the 2011-2012 school year with the work group's conclusions and suggestions for changes to be provided to the District and the Association by March 30, 2012.

MEMORANDUM OF UNDERSTANDING

The Boulder Valley Paraeducator Association (BVPA) and the Boulder Valley School District (BVSD) mutually agree that:

1. In the event a paraeducator is required to spend an unreasonable amount of time outdoors in inclement weather such paraeducator should request either the Assistant Superintendent for Elementary Education or the Assistant Superintendent of Secondary Education to intervene to address the concern.
2. The guideline to be used for playground supervision in elementary schools is an adult to student ratio of one (1) to seventy-five (75). Because school play areas are different sizes and shapes and the age of maturity of students varies this ratio could move up or down depending on individual circumstances.
3. The Assistant Superintendents for Elementary and Secondary Education will monitor and provide written direction to principals regarding getting work schedules to paraeducators in a timely manner (Section D-4.6).
4. The Assistant Superintendents for Elementary and Secondary Education will communicate to principals that paraeducators are to be assigned to reinforce instruction which is provided by the licensed teacher, and are not to be assigned to lesson planning and primary instruction responsibilities.

ACCEPTED AND APPROVED

ACCEPTED AND APPROVED

signature on file

 President
 Boulder Valley Paraeducator Association

signature on file

 President
 Board of Education

 Date

 Date

MEMORANDUM OF UNDERSTANDING

Boulder Valley School District agrees to pilot a program that will provide hourly wage earning Unit E employees an opportunity to participate in twelve (12) payroll payments issued monthly on the last business day of each month for hours worked during the school year. The program will be offered to ten (10) employees during the pilot school year 2005-06. Employees who are chosen to participate are agreeing to have a portion of their hours worked banked for the twelve (12) monthly payments to occur. If successful, the program will be opened to Unit E employees who choose to participate during the 2006-07 school year.

BVSD 110/110 Plan for Paraeducators

The District agrees to continue the 110 program under PERA guidelines for employees who desire post-retirement employment. Employees wishing to participate in this program must turn in appropriate form(s) no later than April 1st. It is recommended employees notify PERA of their intention to retire 60 to 90 days before the last work day of the contract. Modification or continuation of the 110 plan is subject to any applicable changes 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. Provided, however, that benefits will be limited to employees working .75 FTE or greater, who may participate in the Districts' 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 leave days, 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 days he or she is absent from work, regardless of the cause of such absence.

The employee's employment shall not be subject to any collective bargaining agreement between any recognized employee organization or association and the District.

BVPA/BVSD Joint Task Force on Living Wage Recommendations and Memorandum of Understanding

A joint task force of BVPA and BVSD was formed as a Memorandum of Understanding from the spring, 2005 negotiations session. The purpose of the joint task force was to develop recommendations on how the district can provide paraeducators with a living wage. The task force was to meet beginning in September 2005 and make recommendations to the Board and the BVPA no later than February 1, 2006.

The BVPA/BVSD joint task force recognizes that there are many options to explore in order for paraeducators to earn a sufficient standard of income. It is also recognized that funding for public education in Colorado is inadequate to meet the needs of school districts. Recommended options that the joint task force agreed upon included:

1. Offering paraeducators opportunities for summer employment through seasonal jobs that are typically available.
2. Offering paraeducators opportunities for work beyond the day such as Before and After School programs, ticket taking, and building monitor jobs through Community Schools.
3. Exploring ways to increase the hours, number of days worked, and wages of paraeducators through the negotiations process.
4. Reviewing ways to increase opportunities for teacher training coursework that could lead to a teaching degree.

The joint task force will convene before November 1, 2006 to review recommendations and implement a plan to do future work. Areas to be reviewed include 1) how paraeducator FTE is budgeted and used, 2) systems to obtain more opportunities for increased hours.

MEMORANDUM OF UNDERSTANDING

The District agrees to establish a work group with BVPA, BVEOP and BVSEA employees to review current sick and personal leave accruals and usage. Recommendations will be made to treat each group equitably regarding such leaves. The work group will begin meeting no later than December 1, 2006 and shall make their recommendations to the district and to BVPA, BVEOP and BVSEA no later than March 1, 2007.

signature on file
Deborah Jones, President
Boulder Valley Paraeducator Association

signature on file
George F. Garcia, Superintendent
Boulder Valley Public Schools

Date

Date

Memorandum of Understanding

The District and the Association have a mutual interest in creating stability and limit or eliminate displaced/reduced hours for Paraeducators in schools and departments from year to year.

The District and the BVPA agree to work on changing the way Paraeducators are allocated hours and provided with Professional Development on a yearly basis. During the 2012-2013 bargaining year much progress was made in creating a better system to achieve a professional salary schedule and hour allotment, with the goal of further elevating the profession.

The parties agree to create a labor-management work group with equal representation from the district and the BVPA during the 2012-2013 school year. The work group will commence on or before September, 2012 for a recommendation to the negotiations team during the 2013-2014 bargaining session.

MEMORANDUM OF UNDERSTANDING

The District agrees to extend the pilot program to pay Unit E employees over 12 months for hours worked during the school year. This program will be offered in 2006-07 to the same 10 employees who participated in the pilot during 2005-06. The program will be evaluated quarterly to determine the feasibility of opening up the program to additional Unit E employees.

Signature on file _____
Deborah Jones, President
Boulder Valley Paraeducator Association

signature on file _____
George F. Garcia, Superintendent
Boulder Valley Public Schools

Date

Date

LABOR MANAGEMENT TEAM

A Labor/Management Team, consisting of the BVPA President, Uniserv Director and 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 the bi-weekly BVPA/HR meetings. The Labor/Management Team will also consider proposals from various collaborative BVPA/BVSD groups about changes to policy or practice and will recommend to BVPA and BVSD appropriate actions.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) entered into on September 17, 2015 is between the Boulder Valley School District Board of Education (BOE), Boulder Valley School District administration (BVSD administration) and the Boulder Valley Paraeducator Association (BVPA).

Purpose

The purpose of this MOU is to establish the parameters of a collaborative effort between the District Strategic Plan and BVPA as it relates to Paraeducator Professional Learning and Evaluations. In partnership with the District Strategic Plan and BVPA, a recommendation will be made by no later than April 30, 2016 that defines –

- Creating an effective evaluation system that aligns with the value and beliefs of Boulder Valley School District. The evaluation system will focus on three strands that support all stakeholders – Talent, Partnerships, and Learning.
- The Professional Learning Classified and Non-licensed Staff Action Plan Team supports the belief that a coherent program of individualized professional learning opportunities both promotes and reinforces improved job performance, career advancement and professional growth. To that end, and based on extant literature surrounding career growth models shown to promote efficacy in the workplace, members of the Classified and Non-licensed Staff Action Plan Team will identify and provide access to job embedded professional growth opportunities in accordance with existing job descriptions and employment criteria; align professional growth opportunities and District standards and evaluation metrics; identify and/or develop a digital platform to catalog professional learning opportunities; reflect Individual Professional Growth Plans (IPGPs); and track employee access to professional learning opportunities.

Barbara Kase, President
Boulder Valley Paraeducator Association

Bruce Messinger, Superintendent
Boulder Valley School District

Date

Date

MEMORANDUM OF UNDERSTANDING

The Boulder Valley School District and the Boulder Valley Paraeducator Association have a mutual interest in minimizing employee injuries and ensuring student safety.

The District and the Association agree to convene an advisory committee comprised of a diverse sampling of paraeducators, special education teachers and specialists, and representative(s) from human resources. The general subjects of discussion shall include, but not be limited to, the following:

- Training for paraeducators, beyond current requirements, that support effective practices to avoid injuries to the employee and promote student safety.
- Protocols for addressing paraeducator safety concerns brought forward at the building level

The committee will convene no later than October 1, 2015 and will report its findings prior to the commencement of bargaining or January 31, 2016, whichever comes first.

Barbara Kase, President
Boulder Valley Paraeducator Association

Bruce Messinger, Superintendent
Boulder Valley School District

Date

Date

Memorandum of Understanding

Additional Health Room Paraeducator Days

For 2017-18, BVSD Health Room Paraeducators will receive an additional two (2) days, six (6) hours per day, in August 2017. The purpose of the two additional days for the 2017-18 school year only will be dedicated to:

1. Day One – Professional Development/Training: Universal Precautions, Immunizations updates, Goldbook/Google updates, IC updates, and any other new functional information.
2. Day Two – Work Day: Health Room preparation which includes preparing/updating health records at the school.

The two (2) days shall be completed on August 14, and August 15, 2017 and will not be made available during other dates during the contracted year.

If multiple staff members at a school building share the health room paraeducator duties, one staff member will be selected by the building administrator to represent the building and attend the professional development/training and participate in the work day. Building administrators will be requested to notify the Director of Health Services, Susan Rowley, the name of the staff designated to attend.

Signature on file _____
Barbara Kase, President
Boulder Valley Paraeducator Assoc.

Signature on file _____
Joseph Sleeper, Interim Superintendent
Boulder Valley School District

April 16, 2017 _____
Date

May 18, 2017 _____
Date

MEMORANDUM OF UNDERSTANDING

The Boulder Valley Paraeducator Association (BVPA) and the Boulder Valley School District (BVSD) have agreed to provide one (1) additional day to the contract year for intensive paraeducators, commencing in the 2018-2019 contract year.

The purpose of this additional day is to provide time for these paraeducators to collaborate with program teachers and exchange information regarding student needs and plans.

Both parties agree to implement contractual changes and define the parameters for the collaboration time within Labor Management Team. The LMT will complete its work on this issue by July 15, 2018.

signature on file
Barbara Kase, President
Boulder Valley Paraeducator Association

June 12, 2018
Date

signature on file
Mike Gradoz
Asst. Superintendent, HR

June 12, 2018
Date

MEMORANDUM OF UNDERSTANDING

BVPA and BVSD agree to review F-16 Educational Credit language to modify and make changes to align with the Professional Learning environment BVSD has adopted. Both parties agree to review the language in what qualifies for Educational Credit and the Clock Hours/College Credit required to reach each level of pay and the pay rates provided, in an attempt to create a pathway for Unit E employees to further their educational career.

This MOU Committee will begin meeting no later than October 31, 2018 and will provide recommendations to the Labor Management Team no later than March 1, 2018. Any recommendations shall be brought to Spring 2019 Negotiations.

signature on file
Barbara Kase, President
Boulder Valley Paraeducator Association

June 12, 2018
Date

signature on file
Mike Gradoz
Asst. Superintendent, HR

June 12, 2018
Date

MEMORANDUM OF UNDERSTANDING

The Boulder Valley Paraeducator Association (BVPA) and the Boulder Valley School District (BVSD) mutually agree that BVSD will hire an outside consultant to conduct a market review study in order to collect data that will help both parties work towards the common goals of:

- Attracting and retaining highly qualified employees
- Providing compensation (salary, structures, job title, and stipends) that supports BVSD's mission, vision, values, goals and Strategic Plan
- Acknowledging current market review salary information

The consultant will begin work no later than September 1, 2019 with the goal of completing and reporting back the results of the study jointly to BVSD and the BVPA prior to December 1, 2019.

Chris Beckman
BVPA Co-President

Tina Marquis
BVSD Board President

Date

Date

MEMORANDUM OF UNDERSTANDING

The Boulder Valley School District and the Boulder Valley Paraeducator Association have a mutual interest in improving paraeducator voice and reducing the achievement gap through paraeducator support. In addition Special Education Audit performed in 2020-2021, decisions about funding should recognize that the SPED advisory consultant identified the #1 high priority need was to hire paraeducators for Special Education resource and mild/moderate programs.

The following are provisions:

- For the 2021-2022 school year decisions about equitable distribution of resources and the additional funds provided to schools from this process should include building level meeting with staff including paraeducators.
- Provisions for including paraeducators in faculty meetings (D 10.2) are still intact.

Signature on file _____

Lisa Larsen, President
Boulder Valley Paraeducator Association

Signature on file _____

Mike Gradoz, Assistant Superintendent
Boulder Valley School District

May 26, 2021

Date

May 26, 2021

Date

MEMORANDUM OF UNDERSTANDING

The Boulder Valley School District and the Boulder Valley Paraeducator Association have a mutual interest in minimizing employee injuries and ensuring student and staff safety. Provisions include:

- To promote student and staff safety special service providers, administrators, front office staff, the ERT team and BCBA's should participate in CPI training.
- All paraeducators in the building that have a legitimate educational or health related interest are given copies of the safety plans and given time to review before students return to instruction.
- Trauma Informed Classroom Training provided as an optional training for all school staff.
- The paraeducator committee that meets with the Special Education Department Administration will collect best practices of similar school districts with similar demographics nationwide including trainings beyond CPI.
- Instructional and health room paraeducators shall be offered the portion of CPI training related to the classroom de-escalation strategies – or the entire training.
- More efficient use of communication hours that are currently designated in the contract for multi-intensive paraeducators shall be used.

Signature on file

Lisa Larsen, President

Boulder Valley Paraeducator Association

Signature on file

Mike Gradoz, Assistant Superintendent

Boulder Valley School District

May 26, 2021

Date

May 26, 2021

Date

*Memorandum of Understanding
(valid for the 2022/2023 school year)

The Boulder Valley School District (BVSD) and the Boulder Valley Paraeducator Association (BVPA) agree that for the 2022-2023 school year that BVSD will provide a 5% stipend for paraeducators who have completed the Registered Behavior Technician (RBT) training during the 2022-2023 school year or had completed it after July 1, 2018.

signature on file

Lisa Larsen

President

Boulder Valley Paraeducator Association

June 9, 2022

signature on file

Russell Bennett

Director of Human Resources

Boulder Valley School District

June 9, 2022

*Memorandum of Understanding

BVSD and BVPA will form a working group to study the issue of establishing a minimum number of hours for paraeducator positions. The working group will include SPED, Principals of all levels, and Paras to complete by December 15, 2022.

*PARAEDUCATOR SALARY SCHEDULE

August 1, 2022

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Instructional	15.75	16.30	16.84	17.39	17.93	18.48	19.03	19.56	20.11	20.65	21.20	21.75	22.29	22.84
Health Room	17.05	17.60	18.13	18.68	19.22	19.76	20.30	20.84	21.38	21.92	22.46	23.01	23.54	24.73
Multi Intensive	19.15	19.81	20.48	21.14	21.81	22.47	23.13	23.79	24.45	25.12	25.78	26.45	27.11	27.77
Special Skills Aide I	19.80	20.49	21.18	21.86	22.54	23.23	23.92	24.60	25.28	25.98	26.66	27.34	28.02	28.72
Special Skills Aide II	22.26	23.02	23.80	24.57	25.35	26.11	26.88	27.66	28.42	29.19	29.97	30.73	31.51	32.28
Special Skills Aide III	26.48	27.39	28.32	29.23	30.15	31.07	31.98	32.90	33.81	34.73	35.65	36.56	37.49	38.40

Special Skills Aides 1: Occupational Therapy Assistant (OTA), (Non-Certified) Vision Screening Technician, Health Services Technician, Health Services Assistant

Special Skills Aides 2: Certified Occupational Therapy Assistant (COTA), SWAP Specialist, Brailist, Audiology Assistant, Vision Screening Lead Technician, LPN, Transitions Special Skills Aide

Special Skills Aides 3: Educational Interpreters, Special Education Paraeducator Trainer