

AGREEMENT

Between

THE BOARD OF EDUCATION

and the

OFFICE PROFESSIONALS

of the

BOULDER VALLEY SCHOOL DISTRICT RE 2J

EFFECTIVE DATES:

July 1, 2010 - June 30, 2011

TABLE OF CONTENTS

<u>SECTION A: GENERAL PROVISIONS</u>		<u>PAGE</u>
1.1	Representation	5
1.2	Regular Employee	5
1.3	Temporary Employees	5
1.4	Calendar Year, Fiscal Year, School/Work Year	5
2.1	Relationship	5
3.1	Non-Discrimination Clause	6
3.2	Association Rights	6
4.1	Effect of Agreement	7
4.4	School Board Responsibilities	7
4.5	No Strike Clause	7
4.6	Savings Clause	8
4.7	Amendment One Reopener	8
<u>SECTION B: NEGOTIATIONS PROCEDURE</u>		
1.1	Representation	8
2.1	Time and Place of Negotiations	8
3.1	Negotiations	9
4.1	Initiation	9
5.1	Procedure for Impasse	9
5.2	Adoption and Ratification of Agreement	10
6.1	Interim Negotiations	10
<u>SECTION C: EMPLOYMENT</u>		
1.1	Non-Discrimination	11
2.1	Probationary Period	11
3.1	Vacancies	11
4.1	Reassignment	12
5.1	Temporary Assignment	13
5.2	Reclassification	13
6.1	Performance Review	13
6.2	Office Personnel Files	14
7.1	Work Periods	14
7.2	Work Shift	14
7.4	School Closures	15
8.1	In-Service Training	15
9.1	Resignation	15
10.1	Discipline & Discharge	16

		<u>PAGE</u>
11.1	Reduction in Force	16
11.5	Seniority	18
12.1	Payroll Distribution and Records	18

SECTION D: GRIEVANCE PROCEDURE

1.1	Definitions	19
2.1	Purpose	19
3.1	Procedure	19
3.3	Step One	20
3.4	Step Two	20
3.5	Step Three	20
3.6	Step Four	21
3.7	Role of the Arbitrator	21
3.8	Rules	21
4.1	Miscellaneous	22

SECTION E: COMPENSATION

1.1	Miscellaneous	22
1.3	General Provisions	23
1.4	Professional and Educational Increment	23
2.1	Overtime Work	24
2.2	Meal Allowance	24
3.1	Personal Leave	25
4.1	Sick Leave	25
4.10	Additional Sick Leave	27
4.12	Injury Leave Policy	27
4.13	Payment for Unused Sick & Personal Leave	28
5.1	Bereavement Leave	28
6.1	Vacation Leave	28
7.1	Regular Holidays	29
8.1	Leave of Absence for Improvement of Health	30
9.1	Family & Medical Leave Act of 1993	30
10.1	Military Leave for Active Service	30
11.1	Military Leave for Services in Reserve Units	30
12.1	Extended Absences for Research or Advanced Training	31
13.1	Extended Absences for Personal Reasons	31
14.1	Miscellaneous Short Absences	32
15.1	Time Off to Vote	32
16.1	Educational Improvement	32
17.1	Leave for Governmental Service	33
18.1	Fringe Benefits	33
19.1	Travel Expense	34

	<u>PAGE</u>
20.1 Lunch Period and Rest Periods	34
21.1 Health, Dental and Life Insurance	34
22.1 Long-Term Disability Insurance	34
23.1 Early Retirement	34
24.1 Activity Ticket	35
25.1 Career Longevity Increment	35
26.1 Bilingual Premium	35
27.1 National Guard/Military Reserve	36
 <u>SECTION F: ADVISORY COUNCIL</u>	 37
 <u>SECTION G: FUTURE CONFERENCE AND TERM</u>	 38
 <u>APPENDIX A: JOB GRADES AND CLASSIFICATIONS</u>	 39
 <u>APPENDIX B: SALARY SCHEDULE</u>	 40
 <u>COMPENSATION</u>	 41
 <u>110/110 PLAN FOR OFFICE PROFESSIONALS</u>	 42
 <u>LETTER OF UNDERSTANDING</u>	 43

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

SECTION A: GENERAL PROVISIONS

A-1.1 REPRESENTATION

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

A-1.2 Regular Employees: an office employee who is appointed to a scheduled salaried position on a full time equivalency basis. Regular office employees working 20 or more hours per week are eligible for all fringe benefits. Regular office employees working less than 20 hours per week are eligible for Workers' Compensation only.

A-1.3 Temporary Employees: an office employee who is hired in a position of short duration, intermittent in nature, or in a position where it is impractical to employ on a regular salaried basis, including persons appointed to a vacancy caused by an employee taking a leave of absence. The only fringe benefit temporary employees are eligible to receive is Workers' Compensation Insurance.

A-1.4 Calendar Year, Fiscal Year, School/Work Year: Calendar year is January 1 to December 31; fiscal year is July 1 to June 30, and school/work year is defined annually by the Board of Education.

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

A-2.2 The policies of the Board of Education are recognized as being of vital concern to employees affected by them. Consequently, for actions concerning policies not covered in this Agreement, which affect salaries or working conditions for employees in Unit District, the administration shall inform the Association at a

reasonable time prior to the initiation of public hearings in order to discuss the proposed policy changes with the BVEOP.

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

A-3.2 ASSOCIATION RIGHTS

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

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

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

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

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

- c. Facilities: The Association shall have the right to make use of District buildings and facilities for Association business in accordance with District Policies.
- d. Mail: The Association may make reasonable use of the District's mail services for communication to employees.
- e. Association Business: The internal affairs of the Association shall generally be conducted on off duty hours, however, the District grants the Association ten (10) days of paid leave for the calendar year, called BVEOP leave, for its internal Association business. The amount of leave is to be allocated to individual members at the discretion of the Association. The Association shall designate a member to record and report the use of such leave. The individual taking such leave shall notify his/her supervisor when he/she intends to be on BVEOP leave, and shall use such leave in the manner, and at such times, that is least disruptive to the District's work requirements.

*A-4.1 EFFECT OF AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understand and commitment as of July 1, 2010, between the parties thereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

- A-4.2 Should any part of this Agreement be declared illegal by a court of competent jurisdiction it shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining portion shall remain in full force and effect for the duration of the Agreement to the extent it is not affected by the delete portion.

- *A-4.3 "The Agreement" shall mean this document, which is binding upon and beneficial to Unit D employees and the Boulder Valley School District for the period July 1, 2010 through June 30, 2011.

A-4.4 SCHOOL BOARD RESPONSIBILITIES

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

A-4.5 NO STRIKE CLAUSE

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

A-4.6 Savings Clause: In the adoption of this Agreement, the parties agree that nothing contained herein is intended to be construed to delegate or limit the powers, duties, discretions, and responsibilities of the Board of Education as prescribed by the Constitution and Laws of the State of Colorado. If any provision of this Agreement, or any application of the Agreement shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law. Nothing contained herein shall be construed to deny or restrict any rights an employee may have under the Laws and Constitution of the State of Colorado and the United States.

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

SECTION B: NEGOTIATIONS PROCEDURE

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

B-1.1 REPRESENTATION

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

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

B-2.1 TIME AND PLACE OF NEGOTIATIONS

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

B-3.1 NEGOTIATIONS

Formal negotiations meetings between the parties shall be conducted in closed sessions.

B-4.1 INITIATION

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

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

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

On contract reopening for the negotiated Agreement to be effective July 1, 2011, each party will have unlimited reopeners.

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

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

B-4.6 Mediation shall be conducted in closed sessions unless both parties agree otherwise.

B-5.1 PROCEDURE FOR IMPASSE

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

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

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

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

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

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

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

B-5.2 ADOPTION AND RATIFICATION OF AGREEMENT

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

B-6.1 INTERIM NEGOTIATIONS

It is recognized by the Board of Education and the Association that all situations and developments could not be anticipated at the time this Agreement was negotiated. Change(s) in the Agreement during its effective dates may be negotiated when the parties mutually agree that proposed change(s) are

necessary. If as a result of such negotiations, agreement is reached on proposed change(s), such change(s) will be presented to the Association's Board of Directors and the Board of Education for ratification. If both parties ratify the proposed change(s), such change(s) will be signed by the Board and the Association presidents and will become amendment(s) to the existing Agreement. If the issue(s) under consideration in the interim negotiations cannot be resolved, the issue(s) may become topics for the next negotiations.

SECTION C: EMPLOYMENT

C-1.1 NON-DISCRIMINATION

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

***C-2.1 PROBATIONARY PERIOD**

All new office employees, and all employees voluntarily changing positions, are employed under the provision of a probationary period of 60 working days. The satisfactory completion of this appraisal will be the basis of continued employment for new office employees. In rare and unusual cases, the supervisor may determine the need for additional probationary time; if so, the supervisor may request an extension of the probationary period up to 30 working days. This request requires the approval of the Assistant Superintendent of Human Resources.

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

C-3.1 VACANCIES

- a. Postings: When a job vacancy occurs, first consideration will be given to Unit D employees within the department or school, if qualified. If no employee in that department or school is non-competitively selected for the vacant position, a vacancy notice will then be posted by the Human Resources Division within the District. The vacancy notice will include:
 1. A brief description of the job responsibilities. This brief description is intended to provide applicants with a general idea of what the job duties may entail.

2. A description of the minimum qualifications and/or skills required to be considered for the position. This description is intended to provide information regarding the minimum qualifications and/or skills needed to be considered for an interview.

Copies of all Unit D vacancy notices shall be provided to the BVEOP.

During the summer months, vacancy notices will be available through a telephone recording system and the BVSD website.

- b. Transfer Requests: A transfer is defined as a change in position initiated by the employee.

Members of Unit D may make application for transfer to another position when a vacancy is posted. An employee who desires a transfer shall so indicate on a transfer request form filed with the Human Resources Division. Receipt of the request shall be acknowledged and the applicant will be informed of the final disposition of the request.

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

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

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

C-4.1 REASSIGNMENT

Reassignment is defined as a change in position initiated by the Administration, which may become necessary to meet operating conditions and for other good reasons clearly defined. A temporary reassignment is defined as an assignment of sixty calendar days or less. A permanent reassignment is defined as an assignment of more than sixty calendar days.

C-4.2 The Administration may reassign employees as necessary to meet operating conditions and for other good reasons provided that:

- a. The reasons for reassignment shall be reasonable and expressly understood by those concerned, and no reassignment shall be made arbitrarily or vindictively.
- b. The reassignment shall not result in the employee having his/her salary or grade classification reduced except where such reassignment is in fact a demotion made for just cause.
- c. The individual reassigned must be qualified to perform the duties and responsibilities of the position.
- d. The Human Resources Division is given written notification by the appropriate administrator(s) of such reassignment and of any vacancy resulting there from with an additional copy given to the BVEOP contact person.
- e. The employee reassigned shall receive advance written notification of such reassignment.

C-5.1 TEMPORARY ASSIGNMENT

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

C-5.2 RECLASSIFICATION

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

C-6.1 PERFORMANCE REVIEW

Regular employees shall receive a minimum of one performance review every three (3) years. An office employee moved to a different position shall be evaluated at the end of 60 working days. The employee shall be interviewed during the review, and shall receive and sign a copy of the written report of such reviews. This evaluation shall include a personal interview with a copy of the review given to the employee and one placed in his/her folder in the Human

Resources Division. After such interview the employee shall sign the report but the signature does not necessarily indicate agreement with its contents. The employee may attach a supplementary statement to the report, and shall have five (5) work days to prepare and submit it. Upon conclusion of the evaluation, probationary employees newly hired to the unit will be advised whether their employment with the District will continue.

C-6.2 OFFICE PERSONNEL FILES

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

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

C-7.1 WORK PERIODS

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

Work Day	8 hours
Work Week	40 hours
Work Year	261 days
Regular 10 month employees	200 work days
Regular 11 month employees	220 work days
Elementary Principal Assistant	205 work days

(10 & 11 month employees' holiday and vacation benefits are in addition to the work days shown)

Regular employees who are notified their work week has been permanently reduced to a part-time basis will have the option of becoming a part-time employee or following the process outlined under C-11.1

Modification in the number of days worked and modification of pay may be made on a final approval of the Assistant Superintendent of Human Resources with input from BVEOP.

C-7.2 WORK SHIFT

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

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

C-7.3 Except when otherwise directed, the appropriate administrator may determine the normal daily work schedule of the employees in his division, after consideration has been given to the educational and operational needs of the School District. While the basic work week of most office employees will be forty (40) hours, there will be some positions and circumstances which require overtime. See E-2.1

C-7.4 SCHOOL CLOSURES

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

C-8.1 IN-SERVICE TRAINING

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

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

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

C-9.1 RESIGNATION

In case of voluntary resignation, regular employees will be required to give two weeks written notice. If a shorter period of notice is given, the employee's supervisor must approve and submit such approval with the employee's resignation notice to the Assistant Superintendent of Human Resources. An

employee's termination settlement check will include pay for earned but unused vacation time and earned but unused sick leave as per article E-4.13. Failure to give two weeks notice may result in forfeiture of this benefit. If denied this benefit, the employee may appeal to the Assistant Superintendent of Human Resources.

C-10.1 DISCIPLINE and DISCHARGE

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

Disciplinary actions include:

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

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

- b. If the District has reason to reprimand an employee it will be done in a manner that will not embarrass the employee before other employees or the public.
- c. When a regular employee demonstrates inability to do the work assigned, the department supervisor or principal will advise the employee in writing and offer concrete suggestions for correction and improvement. If, after a reasonable length of time, it becomes evident that the employee cannot satisfactorily fill the position, the employee may be dismissed upon written notice.
- d. The employee will be notified 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.
- e. The BVEOP will be notified and will have the right to take up the suspension and/or discharge as a grievance at step two of the grievance procedure.

C-11.1 REDUCTION IN FORCE

When it becomes necessary for the Boulder Valley School District to institute a general reduction program of the employees in Unit D the BVEOP will be notified of the reduction program (number of employees and the positions) and the reasons therefore, as soon as practical. Such reductions will not be made based on performance or behavior issues, those are to be handled through Section C-

10.1 Discipline and Discharge. After such notification, representatives of the Board of Education and the BVEOP will meet to discuss the proposed reduction in force.

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

1. Normal attrition. Employees should make every effort to notify their administrator, prior to May 1st, of their intent to continue employment for the following school year.
2. Temporary employees will be laid off first.
3. Employees new to Unit D and on the initial 60-day probationary period under section C-2.1 will be laid off.
4. The reduction of employees will occur in reverse order of district seniority and applied to the employees being reduced with the department, school, position title or through a District wide general reduction. Regular employees affected will be referred to as “reduced employees” in the following language.
5. The job vacancies thus created will be posted. Any regular Unit D employee may apply for one or more of these vacancies. First consideration will be provided to reduced employees. If none of the reduced employees have the necessary qualifications and ability to perform the assignments involved, the process will be open to all regular Unit D employees who applied for the position.
 - a. The Superintendent or designee may make administrative assignments to ensure that a school or department is not adversely affected by the reduction in force. These decisions will be discussed with the BVEOP prior to the notification of individuals. Section C-4.1 and C-4.2 will be followed for this reassignment.
 - b. In the event a reduced employee is not selected through the procedure, the Superintendent or designee may make an administrative assignment to assure a reduced employee placement.
 - c. If an employee is administratively reassigned, he/she will retain his/her hourly rate of pay until the rate of pay of the new position exceeds the reduced employee’s retained hourly rate of pay, at which time the reduced employee will be placed on the current salary schedule. The reduced

employee will be paid for the appropriate number of days and percentage of full time equivalency in the new position. This section does not apply to persons who are recalled.

6. Employees who are placed on recall status will be considered for vacancies when the positions are posted. No outside applicants will be hired for a period of one year, unless all employees dismissed due to the reduction in force have been given consideration to fill vacancies for which they have the necessary qualifications and the abilities to perform the assignments involved.
 - a. In the event an employee on recall status is not selected through this procedure, the Superintendent or designee may make an administrative assignment to assure employee placement.

C-11.2 If an employee has been employed elsewhere during the layoff and is recalled for rehire consideration, he/she shall contact the Human Resources Division within three work days. If requested by the employee, the District will grant the amount of time required for release from duty, except in no case will the District be required to grant more than two weeks from the time the returning employee was notified of his/her reinstatement. An employee will forfeit his/her recall rights for reemployment if the offer for reemployment is rejected or if he/she fails to comply with this requirement.

C-11.3 Employees who are laid off must keep the Human Resources Division apprised of his/her continued interest in employment.

C-11.4 The above procedures apply only to regular employees. When a reduced employee is offered a posted position or reassignment, provided they have the necessary qualifications and ability to perform the assignments involved, an employee will forfeit his/her recall right for future employment if the offer for reemployment is rejected at any point during the RIF process.

C-11.5 SENIORITY

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

C-12.1 PAYROLL DISTRIBUTION AND RECORDS

The office payroll is issued monthly on the last business day of the month. Each employee must have on file a tax exemption certificate (W-4 form), a Public Employee's Retirement Association membership application form – if the

employee will be working four hours or more daily – and authorization and application for any other form of payroll deduction benefits.

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

SECTION D: GRIEVANCE PROCEDURE

D-1.1 DEFINITIONS

- a. A “grievance” shall mean a complaint by a member of Unit D or BVEOP that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.
- b. A “grievant” is the person, persons or the BVEOP making the complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.
- c. A “party of 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.
- d. 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.

D-2.1 PURPOSE

The purpose of this grievance procedure is to establish an orderly, organized manner for adjusting grievances, at the lowest possible level, and to promote good employee relationships. Before utilizing the formal grievance procedure every effort should be made to resolve any problems or concerns on an informal basis. Under this procedure employees who feel they have just cause for a grievance will be permitted to contact their appropriate Association Representative.

D-3.1 PROCEDURE

In the interest of employee morale and employee 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 authorize the grievant to proceed to the next level of line authority with his/her grievance.

D-3.2 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.

D-3.3 STEP ONE

A grievance will first be discussed with the appropriate administrator with the objective of resolving the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may request that an Association Representative or some other person be in attendance, or (3) may request that an Association Representative or some other person act in the grievant's behalf. If requested, the appropriate administrator will provide a written answer to the grievance within five (5) days and will provide a copy of that decision to the BVEOP, the Grievant, and the Assistant Superintendent of Human Resources.

D-3.4 STEP TWO

If the grievance has not been resolved at step one it may be appealed in writing by the BVEOP to the appropriate administrator within five (5) days from the BVEOP's receipt of the step one decision.

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 to the Grievant and to all parties officially present at the hearing, as well as to the President of BVEOP.

D-3.5 STEP THREE

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, the grievance may be appealed to the District's 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), one of whom shall be the President, 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 to the Grievant and to all parties officially present at the hearing, as well as the President of BVEOP.

D-3.6 STEP FOUR

If the grievance has not been resolved at step three, or if no decision has been rendered in writing within ten (10) days after the Superintendent or his/her representative heard the grievance, the BVEOP may demand arbitration. In such case, the School District will pay half the cost of the arbitrator, and the other half of the cost will be paid by the BVEOP and/or the grievant. Such demand must be made 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 BVEOP 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 BVEOP's notification to the Superintendent, an arbitrator shall be selected as follows:

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

D-3.7 ROLE OF THE ARBITRATOR

The arbitrator 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 BVEOP, 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 BVEOP only, and shall set forth his/her findings of fact, reasoning, conclusion, and recommendations with law and terms of the District's policies and contracts. His/her report shall be advisory only, and binding on neither the Board nor the BVEOP.

D-3.8 RULES

If any action is required, the Board shall direct the Superintendent to take official action on the report of the arbitrator not later than the next regularly scheduled meeting of the Board of Education.

The filing or pendency of any grievance under the provisions of this Grievance Procedure shall in no way operate to interfere with the right of the administration and/or Board of Education to continue the contested action.

- D-3.9 If a member of Unit D elects to pursue any legal or statutory remedy for any alleged breach of negotiated agreements or any alleged violation of his/her rights hereunder, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of the Grievance Procedure.

D-4.1 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.

- D-4.2 To facilitate operation of the grievance procedures, necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent or his/her designee and the BVEOP and will be distributed by the Human Resources Division and made available on the BVSD website.

- D-4.3 The Board of Education agrees to make available to grievant and his/her representative all pertinent information not privileged under law and its possession and control and which is relevant to the issues raised by the grievance.

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

SECTION E: COMPENSATION

E-1.1 MISCELLANEOUS

Employees who are newly hired, rehired, or transferred in from another unit with the District will be placed upon the salary schedule at a rate commensurate with their education, training, and experience for that position.

Provided, however, newly hired employees will not be placed on the salary scale above step 3 unless approved by the Assistant Superintendent of Human Resources and in compliance with the BVSD Salary Placement guidelines. When guidelines are changed, BVEOP will be consulted prior to these changes.

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

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

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

E-1.3 GENERAL PROVISIONS

All twelve (12) month employees will move to the next highest step for their grade on the salary schedule on July 1, provided, however, that the new employees have completed their probationary period by that date.

All other employees will move to the next highest step for their grade on the salary schedule on August 1, provided, however that new employees have completed their probationary period by that date.

E-1.4 PROFESSIONAL AND EDUCATIONAL INCREMENT

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

- a. Additional Salary for Professional Certificates: Office Professionals within the Re2 District who receive professional standards certificates from the National Association of Educational Office Professionals (NAEOP) shall be recognized by a provision whereby seven cents per hour (\$.07) per certificate level be added to the salary compensation of the employee so qualifying. This salary differential provision becomes effective January 1, 1982. Effective July 1, 2004, continuation of this differential is contingent upon the employee completing the appropriate NAEOP requirements for recertification or upgrade. Documentation of NAEOP recertification or upgrade and a list of coursed applied to NAEOP shall be furnished by the employee to the District.

Continuing education hours used for NAEOP certification may not be utilized for Other Education credit as defined in E-1.4b.

- b. Other Education: Office Professionals who take approved educational course work after January 1, 1985 in the amounts required herein shall qualify for the increments stated below. It is intended that qualifying course work provide for job related professional development. In order for the course work to qualify for this program it must be approved in advance by the Human Resources Division and the employee must successfully complete each course and have an attendance of not less than 90%. A Certificate of Completion or official transcript(s) shall be furnished by the employee to the District. Continuing education hours used for Other Education credit may not be used for E-1.4a Additional Salary for Professional Certificates.

Level	Clock Hours	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

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

E-1.6 A new employee may receive an advance payment on his/her first salary check for any amounts actually 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 salary check against amounts actually earned upon the approval of the Assistant Superintendent of Human Resources.

E-1.7 Unit D employees shall receive a shift premium of fifty cents (\$.50) per hour for the majority of hours worked other than their normal work shift. (See C-7.2)

E-2.1 OVERTIME WORK

When possible, an employee shall have prior approval of his/her supervisor to work overtime. Time worked in excess of 40 hours per week shall be compensated at a rate of 1 ½ times the amount of overtime worked. Overtime can be paid or compensatory time off can be given, the choice is up to the employee. Compensatory time should be taken within five (5) working days following the week when the overtime is worked.

E-2.2 MEAL ALLOWANCE

The district shall furnish a meal of \$8.00 reimbursement to a Unit D employee who is requested to and does work two (2) hours beyond the regular eight (8) hour work day.

During the summer months, the district shall furnish a meal or a \$8.00 reimbursement to a Unit D employee who is requested to and does work two (2) hours beyond the regular ten (10) hour work day.

E-3.1 PERSONAL LEAVE

Office employees who average four (4) hours per day per payroll reporting period will qualify and receive personal leave with pay at the rate of two (2) of their work days per fiscal year.

Upon employment, calculation for such leave is as follows:

August 1 to January 31:	2 days
February 1 to May 31:	1 day
June 1 to July 31:	0 days

E-3.2 Personal leave must be approved in advance. Although an employee is not required to state the exact reason for such leave, personal leave is provided to handle such personal matters that cannot be handled at a time other than working hours. Personal leave will accrue without limit.

E-3.3 Personal leave may be taken in hourly increments for each hour or fraction of an hour of absence.

E-4.1 SICK LEAVE

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

E-4.2 Sick leave for personnel who average four (4) or more working hours per day will accrue according to number of hours worked in their 10, 11, or 12 month contract, i.e., a 10 month employee working 4 hours a day will receive 40 hours per year.

E-4.3 Sick leave will accrue without limit and can be used before actually earned up to the amount accrued in one year. In case of termination during the year, used but unearned sick leave must be reimbursed to the District. Sick leave will accrue on a proportioned basis for part-time employees working less than a full day and/or a full year.

Absence due to illness will be deducted in hourly increments for each hour or fraction of an hour of absence. Employees who work on an hourly basis will have their sick leave accumulation charges recorded in hours.

E-4.4 Sick leave will be granted regardless of how or where illness, quarantine or disability occurs even though the employee may become ill, quarantined or disabled on vacation.

E-4.5 Anyone on leave, without pay, will retain sick leave accumulated but will not accrue further sick leave until he/she returns to work at which time his/her sick leave will begin accruing on the first day of the current month and accrue at the regular rate.

E-4.6 Accumulated sick leave earned while in the employ of former school districts now comprising Boulder Valley School District No. Re 2, shall be retained by all employees who have continuously been employed by the Boulder Valley Re 2 School District.

E-4.7 In a situation where it is deemed serious enough to necessitate the employee's absence due to illness, including pregnancy, childbirth and recovery there from and/or death in his/her immediate family, may have such absence charged to his/her accumulated sick leave. "Immediate family" as used here shall be interpreted to include husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents, grandchildren, domestic partner of employee or any relative living in the immediate household of the employee. Exceptions to this interpretation will be made by the immediate supervisor and the Assistant Superintendent of Human Resources only in very unusual cases.

E-4.8 An employee may be required to provide a statement of physical condition from a qualified physician and to present a report of the illness provided by such physician to the appropriate supervisor following absences charged to sick leave, because of personal illness. He/she may also be required to have a written report from a qualified physician showing that he/she is physically capable of doing the work required of his/her position when the employee returns from sick leave. Cost of such required examination or statement shall be borne by the District.

E-4.9 After the accumulated sick leave has been used the employee will receive no pay for additional work days if absent because of illness, quarantine, disability, or

bereavement. Deduction shall be made from his/her salary in an amount equal to his/her annual salary divided by the number of actual working days in the employee's year.

E-4.10 ADDITIONAL SICK LEAVE

If the absence is continuous for more than ten consecutive work days after his/her accumulated sick leave has been used, the employee may request additional sick leave which will be granted beginning with the eleventh consecutive work day of absence. Full pay may be made from the eleventh work day until and including the sixtieth calendar day of the absence.

E-4.11 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 work day period without pay must be in effect prior to the granting of additional sick leave benefits. The maximum benefit under this provision is 31 days per fiscal year.

E-4.12 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 benefits under the Workers' Compensation Act.

- a. In order to receive these benefits, injured employees are required to report the injury without delay to their immediate supervisor; report to a District designated provider and have a verification of the injury made to the District; and file an application in Human Resources for Workers' Compensation benefits within the number of 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 his/her full salary from the School District 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 had 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 to 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.

E-4.13 PAYMENT FOR UNUSED SICK AND PERSONAL LEAVE

An employee with twelve (12) or more years of continuous service in the District who severs employment (including death of employee) with the District, will receive the daily rate of 75% of Step 1 of the employee's last salary grade for each day of accumulated sick and personal leave.

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

E-5.1 BEREAVEMENT LEAVE

When death occurs in an employee's immediate family, he/she shall be granted three (3) working days off with pay for the time lost from work. The definition of "immediate family" as used here shall be interpreted to include husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, domestic partner, grandparents, 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, vacation leave, personal leave, or without pay.

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

E-6.1 VACATION LEAVE

Regular employees working four (4) or more hours per day will receive vacation time, with pay, accrued at the rate of one of the employee's work days for each pay period for the first five years of employment. Beginning with the sixth year of employment, vacation will accrue at the rate of one and one-fourth of the employee's work days for each pay period. Beginning with the eleventh year of employment, vacation time will accrue at the rate of one and three-fourths of the employee's work days for each pay period. Office employees who are eligible for

vacation time but who work less than 12 months per year will receive vacation time in pay rather than in time off.

- E-6.2 All vacation time must be taken within the twelve-month period immediately following the close of the fiscal year (June 30) in which it is earned. An employee may carryover vacation time to the next fiscal year in special or unique circumstances provided he/she has received prior written approval from his/her immediate supervisor and the Assistant Superintendent of Human Resources. Vacation leave not used or approved for carryover will be lost.
- E-6.3 Requests for dates for vacation shall be submitted to the immediate supervisor. As nearly as possible the time of annual vacation will be scheduled at the convenience of the employee and with the approval of the immediate supervisor. In situations where all requests may not be honored because of work load, the supervisor shall consider district seniority as an important factor.
- E-6.4 An employee shall receive payment for the unused vacation he/she has accumulated at the time of separation.
- E-6.5 Vacation will not accrue during leaves without pay.
- E-6.6 Vacation leave may be taken in hourly increments for each hour or fraction of an hour of absence.

*E-7.1 REGULAR HOLIDAYS

Regular office employees working four (4) or more hours per day shall be free to observe, with pay, those holidays specified in the school calendar. The holidays to be considered are: New Year's Day, Martin Luther King, Jr.'s Day in January, Presidents' Day in February, Memorial Day, Independence Day where applicable, Labor Day, Columbus Day or Veterans Day, Thanksgiving Day and the Friday following, and two days for Christmas. The School District will determine the school district calendar and identify eleven (11) holidays from those noted in this provision.

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

- *E-7.2 When a holiday occurs on a Saturday, the preceding Friday will be observed provided school is not in session. When a holiday occurs on Sunday, the following Monday will be observed providing school is not in session.

E-7.3 In order to qualify for holiday pay, employees must work or otherwise be on paid status the scheduled day before and after a holiday.

E-8.1 LEAVE OF ABSENCE FOR IMPROVEMENT OF HEALTH

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

E-9.1 FAMILY AND MEDICAL LEAVE ACT OF 1993

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

E-10.1 MILITARY LEAVE FOR ACTIVE SERVICE

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

E-11.1 MILITARY LEAVE FOR SERVICE IN RESERVE UNITS

Upon presentation of official orders, military leave will be granted, with half pay, to regular full-time employees who are members of the National Guard or other Armed Forces reserve units to attend annual two and three-week training periods during their school duty time. Leaves of this type are not to be considered an interruption of service for purposes of other provisions stated herein.

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

E-12.1 EXTENDED ABSENCES FOR RESEARCH AND ADVANCED TRAINING

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

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

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

E-12.4 Salary increments and seniority rights will accrue to the employee while he/she is on leave for travel or professional study. Sick leave and vacation allowances will not accrue during his/her absence, but the balances accrued to the effective date of the leave shall remain to the credit of the employee.

E-13.1 EXTENDED ABSENCES FOR PERSONAL REASONS

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

E-13.2 Employees on extended leave for personal reasons will not accumulate fringe benefits, nor will they benefit from salary increments. Upon the return from leave, he/she will be credited with the balance of sick leave allowance that he/she had accrued to the effective date of the leave and the salary schedule step will remain the same. When an employee returns from an approved

extended leave for personal reasons, he/she will be placed in the most appropriate position, not necessarily the previously held position, job classification or location, providing one is available. Employees will be advised whether the District intends to hold their position during the leave.

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

E-14.1 MISCELLANEOUS SHORT ABSENCES

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

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

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

E-15.1 TIME OFF TO VOTE

Employees who are qualified to vote will be given time off, without loss of pay, for the purpose of voting. Arrangements for such absences must be made in advance with the employee's immediate supervisor.

E-16.1 EDUCATIONAL IMPROVEMENT

The Board agrees, within budget limitations, to provide funds for educational improvement. All planned course work, including cost, should be approved in advance by the level director or manager and the Assistant Superintendent of Human Resources. Reimbursement will be made at the completion of each course upon presentation of grade slip, evidence of payment and of satisfactory completion of the course. Types of course work approved include:

- a. Employee Initiated Course Work: Any Unit D employee who has satisfactorily completed the probationary period shall be entitled to reimbursement for the costs of educational improvement in an amount up to 75% of tuition costs not

to exceed \$550 per person per fiscal year incurred in taking job related course work. Employees will be paid 25% of the approved request upon verification of course completion at the end of each term. The remaining 50% of the approved request will be aggregated and paid after the May 31st deadline. The amount budgeted for the Educational Improvement fund will be equal to the salary of a .2 FTE Grade 1, Step 1 Office Professional position.

b. The three terms in each fiscal year are as follows:

Summer Term – June 6 through August 15
Fall Term – August 16 through December 31
Spring Term – January 1 through May 31

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

E-17.1 LEAVE FOR GOVERNMENTAL SERVICE

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

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

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

E-18.1 FRINGE BENEFITS

At the time a regularly employed office employee is assigned to a regular twenty (20) hours or more per week position, he/she becomes eligible for fringe benefits. The employee maintains this eligibility if he/she is reassigned at the initiation of the administration to a position of less than twenty (20) hours per week. Subsequently, if the administration initiates a reassignment to a regular twenty (20) hours or more per week position and the employee refuses to accept the assignment, he/she will forfeit his/her eligibility to fringe benefits immediately.

E-18.2 Those office employees who work less than twenty (20) hours per week shall receive no fringe benefits other than Workers' Compensation Insurance and PERA providing they have membership prior to the time they began working less than twenty (20) hours per week.

E-19.1 TRAVEL EXPENSES

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

E-20.1 LUNCH PERIODS AND REST PERIODS

Each employee is granted a thirty (30) minute unpaid duty-free lunch period each work day. Each employee is granted two fifteen (15) minute rest periods during an eight-hour day or shift. An employee may combine his/her rest period with his/her lunch period and such request will not arbitrarily be denied by his/her supervisor.

E-21.1 HEALTH, DENTAL AND LIFE INSURANCE

The Board of Education will provide Health and Dental coverage for employees working .5 FTE or more per week in regular assignment(s) lasting 90 days or more. The District will pay at least the employee premium for eligible employees for at least one Health and Dental plan approved by the Board of Education. The District further agrees to pay the employee premium in July for eligible ten and eleven month employees who are working on the last scheduled work day of the school year. A \$20,000 Life Insurance benefit will be provided to eligible employees at no cost to the employee.

E-22.1 LONG-TERM DISABILITY INSURANCE

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

E-23.1 EARLY RETIREMENT

A person with twenty (20) or more years of service as a regular half-time or more employee with the District will receive a one-time bonus, calculated at 35% of the average of the employee's highest three years' annual salary, if he/she severs employment with the District.

A person with fifteen (15) but less than twenty (20) years of service as a regular half-time or more employee with the District will receive a one-time bonus, calculated at 20% of the average of the employee's highest three years' annual salary, if he/she severs employment with the District.

Annual salary as used in this section is defined as the annual salary amount of the employee's salary schedule including the career longevity increment. Overtime or other pay stipends earned after July 1, 1996 are not included as annual salary.

E-24.1 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.

E-25.1 CAREER LONGEVITY INCREMENT

- a. Regular employees who have completed ten (10) years of service in the District shall receive a career longevity increment in the amount of fifty (\$.50) cents an hour.
- b. Regular employees who have completed twelve (12) years of service in the District shall receive an additional fifteen (\$.15) cents an hour for a total of sixty-five (\$.65) cents an hour.
- c. Regular employees who have completed fourteen (14) years of service in the District shall receive an additional fifteen (\$.15) cents an hour for a total of eighty (\$.80) cents an hour.
- d. Regular employees who have completed sixteen (16) years of service in the District shall receive an additional fifteen (\$.15) cents an hour for a total of ninety-five (\$.95) cents an hour.
- e. Regular employees who have completed eighteen (18) years of service in the District shall receive an additional fifteen (\$.15) cents an hour for a total of one dollar and ten cents (\$1.10) an hour.
- f. Regular employees who have completed twenty (20) years of service in the District shall receive an additional fifteen (\$.15) cents an hour for a total of one dollar and twenty-five cents (\$1.25) an hour.

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

E-26.1 BILINGUAL PREMIUM

When it is a job requirement, employees who are required to have bilingual skills (English plus another language) will receive a bilingual skills premium of fifty (\$.50) cents per hour. The employee must pass a language assessment.

The assessment will be given during contract hours for current employees. Office Professionals receiving this premium as of May 2008, shall continue to receive it through the term of this agreement and future contracts. The District will provide the association with a list of those employees who qualify for this premium.

E-27.1 NATIONAL GUARD/MILITARY RESERVE

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

SECTION F: ADVISORY COUNCIL

- F-1.1 To facilitate communications and to promote understanding, regular meetings will be held between the BVEOP Advisory Council and the Office of the Superintendent of Schools.
- F-1.2 In these meetings the BVEOP will be represented by a council composed of designees determined by BVEOP and the Superintendent.
- F-1.3 The nature of the Council is advisory. Each party may submit items to be discussed in advance of the meetings. Either party may request the scheduling of these regular meetings and they shall be held as soon as practical. The Advisory Council would meet at least once per quarter. A designee from the District and BVEOP will meet in June of each year to plan the schedule of meetings for the following school year.

SECTION G: FUTURE CONFERENCE AND TERM

*G-1.1 This Agreement shall be in full force and effect from its execution to and including June 30, 2011. Further, this Agreement shall automatically continue in full force and effect annually from year to year unless either of the parties hereto shall terminate the same in accordance with the procedures outlined in G-2.1

G-1.2 If either party shall desire to change any of the provisions in this Agreement, it shall give written notice as outlined in B-4.1.

G-1.3 If the Parties have not reached an agreement on or before the end of the contract or reopening term, all provisions of the Agreement shall remain in effect unless specifically terminated in accordance with the following procedure.

G-2.1 TERMINATION OF AGREEMENT

Ten (10) or less 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 question at issue has been reached, either party may give written notice to the other party terminating the Agreement in not less than ten (10) working days after receipt of notification by registered mail. Such notice shall state the date and hour of such termination. All provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this period, attempts to reach an agreement shall be continued.

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

ACCEPTED AND APPROVED

ACCEPTED AND APPROVED

Barbara Olsen
President, BVEOP

Signature on file

Ken Roberge
President, Board of Education

Date

8/19/10

Date

Paula Miller
President, BVEOP

Date

APPENDIX A

JOB GRADES
AND CLASSIFICATIONS
BOULDER VALLEY SCHOOL DISTRICT

Office Professionals

Grade 1

Office Assistant I (Ed Center Only)
Mail Handler (Ed Center Only)

Grade 2

Office Assistant II (Ed Center Only)
Accounting Assistant I

Grade 3

Office Assistant III (Ed Center Only)
Accounting Assistant II
School Support Assistant

Grade 4

Administrative Assistant
Accounting Assistant III
Office Assistant IV
Senior High Registrar
Senior High Treasurer
Photocopier Operator (Print Shop Only)
Purchasing Agent (Purchasing Only)

Grade 5

Principal's Assistant
Technician (Ed Center Only)
Administrative Assistant II

Grade 6

Executive Assistant

APPENDIX B

*SALARY SCHEDULE – OFFICE PROFESSIONALS 2010-11
 12 month employees – July 1 10 & 11 month employees – August 1

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Grade 1									
12mos	26830.8	27895.7	29023.2	30088.08	31320	32531	33804.7	35120.2	36456.5
11mos	23644	24582.4	25576	26514.4	27600	28667.2	29789.6	30948.8	32126.4
10mos	21588	22444.8	23352	24208.8	25200	26174.4	27199.2	28257.6	29332.8
Daily	102.8	106.88	111.2	115.28	120	124.64	129.52	134.56	139.68
Hourly	12.85	13.36	13.9	14.41	15	15.58	16.19	16.82	17.46
Grade 2									
12mos	28710	29858.4	31048.6	32280.48	33533.3	34807	36185	37542.2	38983
11mos	25300	26312	27360.8	28446.4	29550.4	30672.8	31887.2	33083.2	34352.8
10mos	23100	24024	24981.6	25972.8	26980.8	28005.6	29114.4	30206.4	31365.6
Daily	110	114.4	118.96	123.68	128.48	133.36	138.64	143.84	149.36
Hourly	13.75	14.3	14.87	15.46	16.06	16.67	17.33	17.98	18.67
Grade 3									
12mos	30777.1	31946.4	33178.3	34472.88	35830.1	37291.7	38690.6	40214.9	41780.9
11mos	27121.6	28152	29237.6	30378.4	31574.4	32862.4	34095.2	35438.4	36818.4
10mos	24763.2	25704	26695.2	27736.8	28828.8	30004.8	31130.4	32356.8	33616.8
Daily	117.92	122.4	127.12	132.08	137.28	142.88	148.24	154.08	160.08
Hourly	14.74	15.3	15.89	16.51	17.16	17.86	18.53	19.26	20.01
Grade 4									
12mos	33115.7	34389.4	35767.4	37187.28	38628	40131.4	41697.4	43305.1	45038.2
11mos	29182.4	30304.8	31519.2	32770.4	34040	35364.8	36744.8	38161.6	39688.8
10mos	26644.8	27669.6	28778.4	29920.8	31080	32289.6	33549.6	34843.2	36237.6
Daily	126.88	131.76	137.04	142.48	148	153.76	159.76	165.92	172.56
Hourly	15.86	16.47	17.13	17.81	18.5	19.22	19.97	20.74	21.57
Grade 5									
12mos	35704.8	37082.9	38544.5	40026.96	41572.1	43221.6	44892	46645.9	48483.4
11mos	31464	32678.4	33966.4	35272.8	36634.4	38088	39560	41105.6	42724.8
Elem Prin									
Asst	29412	30547.2	31751.2	32972.4	34245.2	35604	36980	38424.8	39938.4
10mos	28728	29836.8	31012.8	32205.6	33448.8	34776	36120	37531.2	39009.6
Daily	136.8	142.08	147.68	153.36	159.28	165.6	172	178.72	185.76
Hourly	17.1	17.76	18.46	19.17	19.91	20.7	21.5	22.34	23.22
Grade 6									
12mos	38440.1	39943.4	41509.4	43117.2	44766.7	46562.4	48358.1	50237.3	52179.1
11mos	33874.4	35199.2	36579.2	37996	39449.6	41032	42614.4	44270.4	45981.6
10mos	30928.8	32138.4	33398.4	34692	36019.2	37464	38908.8	40420.8	41983.2
Daily	147.28	153.04	159.04	165.2	171.52	178.4	185.28	192.48	199.92
Hourly	18.41	19.13	19.88	20.65	21.44	22.3	23.16	24.06	24.99

***COMPENSATION**

2006-07 and 2007-08 (two year agreement)

Inflation (2.1%) plus 1% (Amendment 23) plus .4% minus 1% (benefits)
Minus additional 18 year longevity step (additional .15 cents/hour=\$1.10) =
2.35% increase plus steps. For 2007-08 Inflation (4%) plus .6% (1% minus .4%
Amendment 23) minus increased cost of benefits (1%) = 3.6%

2008-09

The COLA will be a 2.7% increase plus steps. The bilingual skills premium will be increased from forty cents (\$.40) to fifty cents (\$.50) per hour. A twenty (20) year career longevity increment will be added at an additional fifteen (\$.15) cents for a total of one dollar and twenty-five cents (\$1.25) per hour.

2009-10

The COLA will be a 2% increase plus longevity and an additional 1% stipend distributed in twelve (12) payments with the regular payroll. There will be no step increase. In addition, for 2009-10, the parties understand that the Colorado Legislature has required the district to create a Fiscal Emergency Restricted Reserve that may be available to the district upon approval of the Legislature in late January, 2010. If all or a portion of these reserve funds become available to the District, the parties agree to reopen negotiations to discuss additional compensation for Unit D employees based on the percentage share of the reserve funds after all required transfers are allocated to Charter schools and the Colorado Preschool Project. The negotiations for compensation will be initiated and concluded within 30 work days from the release of any Fiscal Emergency Restricted Reserve funds.

2010-11

The COLA will be 1.88% increase plus longevity and there will be no step increase.

Barbara Olsen
President, BVEOP

Christopher King
Superintendent, BVSD

Date

Date

Paula Miller
President, BVEOP

Date

*BVSD 110/110 Plan for Office Professionals

The District agrees to continue the 110/110 program under PERA guidelines for eligible employees who desire post-retirement employment in the school year immediately following retirement and receive written approval of their supervisor. This contract language is subject to change as PERA guidelines change. A partial list of guidelines follows:

Employment under this plan is currently limited to one hundred ten days in any calendar year. Employment under this Agreement may be terminated at any time, with or without cause, either by the employee or the District.

The employee understands and agrees that due to the temporary and limited nature of his or her post-retirement employment under this Agreement:

The employee shall not be entitled to placement on the District's regular salary schedule. However, the salary will be the same as the base salary that the employee would have received had the employee not retired.

The employee shall not be entitled to any benefits (including sick days, personal 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.

If eligible for Health and Dental insurance through COBRA, the employee may participate in the District's medical and dental insurance plans at their own expense through COBRA (currently, COBRA rates are the District's contribution + the employee contribution + 2%); the District will not pay the employee's or the employee's dependent's premiums.

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 agrees to comply with all of the applicable laws, statutes, rules and regulations of the United States of America and the State of Colorado as well as the administrative regulations, policies, and procedures of the District and the State Board of Education; provided, however, that nothing set forth in the above-mentioned laws, rules, regulations, policies and procedures shall alter the nature of the employee's employment herein contained. Further, the employee will meet all the professional standards required by the District and Colorado law.

The employee's employment shall not be subject to any collective bargaining agreement between any recognized employee organization or association and the District. Seniority will be recognized in a reduction in force.

Memorandum of Understanding – Clerical Job Descriptions

(added) Beginning with the 2008-09 school year, evaluation tools will be developed to align with the new job descriptions.

Signature on file
Barbara Olsen
President, BVEOP

signature on file
Christopher King
Superintendent, BVSD

9.16.08
Date

9.22.08
Date

signature on file
Paula Miller
President, BVEOP

9.16.08
Date

Memorandum of Understanding
Job Classification Market Review

The District and BVEOP agree to initiate a salary market review for office professional positions with the recommendations to be presented at the spring, 2010 negotiations session.

*Memorandum of Understanding

The District and BVEOP agree to form a work group to review and make recommendations for revision in sections of the Agreement that address Reduction in Force, Reassignment, Reorganization and Reclassification for the purpose of adding clarity to current practices.