

**AGREEMENT**

**Between**

**THE BOARD OF EDUCATION**

**and the**

**PARAEDUCATOR ASSOCIATION**

**of the**

**BOULDER VALLEY SCHOOL DISTRICT RE 2J**

**EFFECTIVE DATES:**

**July 1, 2008 - June 30, 2010**

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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 regularly employed personnel including non-instructional paraeducators, instructional paraeducators, special education paraeducators, special skills aides, educational sign language interpreters, new teen parenting classification (including Group Leaders and Infant Nursery Supervisors) and other paraeducators, excluding Bus Assistants, 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, 2009, 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, 2008, through June 30, 2010, subject to contract opening under section H-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. The parties agree that the Board of Education may reopen the salary and benefit provisions of this Agreement by providing written notice to the BVPA no later than April 1 each year. The parties agree to meet within five (5) days of such notice to negotiate such provisions.
- 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 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.

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 a timely fashion.

B-2.1 TIME AND PLACE OF NEGOTIATIONS: Negotiation meetings shall normally be scheduled at times which do not interfere with school schedules and the educational program; however, pursuant to good faith negotiations, both teams may mutually agree that it is necessary to meet on school time. If it is necessary to meet 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, and February 1, 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 March 1. On contract reopening each party shall be limited to the presentation of Section F and no more than five (5) 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 March 10<sup>th</sup>. 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: When it becomes apparent the parties are unable to reach a satisfactory agreement, they may declare that an impasse exists and the following procedure will be in effect.
- B-6.2 MEDIATION: The issue(s) in dispute shall be submitted to a mediator for the purpose of inducing the Board and the BVPA to make a voluntary agreement.

Unless both sides agree otherwise, the Board and the BVPA shall, within ten (10) working days of the declaration of impasse, submit a written request for a mediator to the Federal Mediation and Conciliation Service. (F.M.C.S.)

A request to F.M.C.S. 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 meetings, and such meetings shall be conducted in closed sessions.

The mediator shall meet the representatives of the Board and the BVPA 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 BVPA.

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) or 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 on file with Human Resources. A copy of the applicable job description will be made available upon the request of an employee. 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 principal/supervisor.

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 lunch break without pay shall be provided to all Unit E employees working longer than 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 **STAFF ASSIGNMENTS (BEHAVIORALLY CHALLENGED STUDENT):** Staff assigned to a student who demonstrates consistent and pervasive violent or abusive behavior will be provided orientation and/or training prior to working with the student. If circumstances prevent the orientation and/or training prior to a staff person's assignment to such student, increased supervision will be provided until such time that orientation and/or training can be implemented. If the student has a behavior plan, it will be reviewed with the paraeducator by the building administrator or designee as soon as possible after hire or transfer. If the behavior plan is modified, it will be reviewed again with additional training as needed. If appropriate, an informal assessment will be conducted to assure that the staff member assigned to the student has a working knowledge of the information and strategies required. Pertinent laws and policies will be followed for managing and reporting behavioral incidents and new paraeducators will have the reporting process reviewed with them through the district orientation. Forms for reporting incidents and/or injuries will be attached to this Agreement for reference and available in the Human Resources Division and on the BVSD website. 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 5-11 will apply.

## SECTION D: EMPLOYMENT

- D-1.1 **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-1.2 **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 testes 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-3.1 **PROBATION PERIOD:** All regular employees new to Unit E will be hired under a probationary period of sixty (60) working days. The supervisor may determine a need for additional probationary time; if so, the supervisor may request an extension of the probationary period up to thirty (30) working days. This request requires administrative approval from Human Resources. This is an appraisal period, the written satisfactory completion of which 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 appraisal. If at any time during the appraisal period the employee's performance shall be deemed unsatisfactory, the immediate supervisor(s) or principal 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-4.1 **TRANSFERS:** Employees who have completed the probationary period desiring a transfer, additional hours and/or premium pay positions may file such requests with the Human Resources Division with a copy to the Supervisor or Principal. "Transfers" shall mean a change in position initiated by the employee. Requests for transfer will be honored and acted upon in terms of such criteria as service needs, qualifications, workload and seniority.
- D-4.2 **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.
- \*D-4.3 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. If the reassignment results in hours that are at a lower rate of pay, the paraeducator may request that their name be placed on the District paraeducator facilitated transfer list in the Human Resources Office to be considered for a vacant position at the former pay rate.

#### D-4.4 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, employees who have filed requests for transfer or additional hours pursuant to Section D-4.1 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, H of the Agreement.
- E. "Qualifications" as used above shall be based upon the following:
  - 1. Personnel/Application file
  - 2. Educational background and work experience
  - 3. Certification and/or licenses
  - 4. Special skills/training desired for the position
  - 5. Ability to work with students and staff
  - 6. Specific school and program needs

#### \*D-4.5 POSTINGS

- A. New and/or vacant paraeducator positions and additional hours (five hours per week or more) allocated to a building(s) shall be posted in the respective buildings for five (5) working days. The posting 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.

- B. The principal of each building shall designate a place within each building for the posting of such notice and shall notify Unit E employees of that location at the beginning of the school year.

\*D-4.6 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 the reassignment results in hours that are at a lower rate of pay, the paraeducator may request that their name be placed on the District paraeducator facilitated transfer list in the Human Resources Office to be considered for a vacant position at a former pay rate.

D-5.1 INSERVICE TRAINING: In-service training will be provided in the areas of Special Education, Health/First Aid, Audio-Visual, Media Center, or topics pertinent to the job requirements at either the District level or at the respective school(s).

- A. Employees hired after the start of the school year will be scheduled for orientation training within ninety (90) days after their start date of hire.
- B. Written evaluation information will be gathered on district-wide orientation training.
- C. The equivalent of three days training, prorated by FTE, will be provided each paraeducator each school year.

\*D-6.1 PERFORMANCE REVIEW: Regular and part-time Unit E employees shall receive a minimum of one written performance review 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 immediate supervisor(s) or the principal will make such performance review. 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 employee will sign the appraisal form at the time of the evaluation as evidence 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 five (5) working days of the last discussion,

prepare and submit to the evaluator a signed supplemental statement to be attached to and filed with the appraisal form.

If a supervisor believes that the employee is not performing their job satisfactorily, the supervisor will have the option to commence with an evaluation process. Written notice of the concerns, directives and a plan for support with a timeline will be given to the employee. Evaluative conclusions will be based on supportive documentation.

D-6.2 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-6.3 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-6.4 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-6.5 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 DISMISSALS AND DISCIPLINARY ACTION: When an employee who has passed the probationary period demonstrates inability to do the work assigned, the department supervisor or principal will advise the employee in writing and offer concrete suggestions for corrections and improvement in writing.

D-7.2 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-7.3 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-7.4 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-7.5 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.

D-7.6 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-7.7 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-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. 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 employees working temporary hours.
3. After consideration of program needs, each school and/or program will be determine individual Unit E employees' assignments (job functions and number of hours) taking into consideration the following criteria:
  - a. Qualifications:
    - Personnel/application file
    - Educational background and work experience
    - Certification and/or licenses
    - Special skills/training desired for position

- Ability to work with students and staff
- b. If the persons are equally qualified, then the person(s) with the least seniority as defined in Section D-8.1, H of the Agreement shall be reduced.
  - c. At the request of the employee, the administration shall provide the employee a written summary that formed a basis for the employee's reduction.
  - d. Across the board reductions are not permitted. Exceptions will be considered only if the building administrator and the building paraeducators agree to an across the board reduction and the request for an exception is made in writing to Human Resources. The BVPA will be informed of such in writing.
- C. Beginning with the most senior employee, employees who are reduced more than 50% of their regular hours will be assigned to vacant positions for which they possess the necessary qualification to perform the job. 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.
- D. 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.
- E. 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.
- F. NOTIFICATION: 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.

## G. RECALL RIGHTS

1. When vacancies occur in the District, laid off employees shall be considered before new personnel are hired.
  2. In filling vacancies the following criteria, which are not listed in priority sequence, shall be taken into consideration:
    - a. Seniority (as defined in section H)
    - b. Qualifications defined as an analysis of the following:
      - Personnel/application file
      - Educational background and work experience
      - Certification/licensing/other special training
      - Skills desired for the position
      - Ability to work with students and staff
  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).
- H. 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: Unit employees shall be notified in writing by the principal or assistant principal of their tentative job assignments and hours, and tentative number of work days for the following school year, no later than June 1. If at any time before the beginning of the school year there is a change in the employee's tentative job assignment hours, or tentative number of work days the employee shall be notified by the principal or assistant principal in writing. Provided, where possible, for the upcoming school year, a non-probationary employee's total hours will not be reduced except as provided in Section D-8.1. If the assignment results in hours that are at a lower rate of pay, the paraeducator may request that their name be placed on the District paraeducator facilitated transfer list in the Human Resources Office to be considered for a vacant position at the former pay rate.

A calendar of scheduled work days will be given to the paraeducator by the principal or assistant principal no later than the Tuesday after Labor Day.

D-10.1 FLOATER SUBS: The District agrees to make every reasonable effort to have at least 4 floater substitute positions. Vacancies in these positions will be filled from candidates interviewed by a representative committee that will include the BVPA president and at least one additional paraeducator.

D-10.2 FACULTY MEETINGS: Whenever possible and appropriate, the building administrators will invite paraeducators who are directly involved with the instruction of students to faculty meetings. 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 CONSULTATION TIME: Time will be provided as approved by the building administration on a weekly basis as needed for Instructional and Special Education paraeducators working 20 hours or more to consult with licensed staff regarding assigned students.

\*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 31<sup>st</sup> of each year.

## SECTION E: GRIEVANCE PROCEDURE

### E-1.1 DEFINITIONS:

- A. A "grievance" shall mean a 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.
- B. 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.
- C. 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.
- 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.

E-2.1 PURPOSE: The purpose of this grievance procedure is to establish an orderly, organized procedure for adjusting grievances, at the lowest possible administrative level, and to promote good employee-employer relationships.

E-3.1 PROCEDURE: A "grievance" should first be discussed by the party or parties in interest with the objective of resolving the matter informally.

E-3.2 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-3.3 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-3.4 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 the BVPA representative or some other person be in attendance, or (3) may request that the BVPA 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 BVPA, the grievant, and the Assistant Superintendent of Human Resources.

E-3.5 STEP TWO: If the grievance has not been resolved at step one, it may be appealed in writing by the BVPA to the appropriate administrator within ten (10) days from the BVPA's receipt of the supervisor's answer.

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 the BVPA.

E-3.6 STEP THREE: If the grievance has not been resolved at step two, or if no decision has been rendered in writing within the 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 to the grievant and to all parties officially present at the hearing, as well as the president of the BVPA.

E-3.7 STEP FOUR: 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-3.8 **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-3.9 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-3.10 **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-3.11 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-3.12 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-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.
- E-4.2 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-4.3 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 meeting or a hearing called by the appropriate administrator or Superintendent, he/she shall so notify the immediate supervisor(s) of the BVPA and representative(s) 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.
- E-4.4 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 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: The Salary Schedule in the ADDENDUM is the schedule for all Unit E employees. The schedule for the 2008-09 school year will be increased by 2.5%. For the 2009-10 school year, the parties will negotiate the provisions of Section F. Beginning with the 2008-09 school year a new Step 9, funded at two and one half percent (2.5%), will be created. New employees hired after July 1, 2008 will begin on the appropriate salary schedule no less than at Step 2. For the 2009-10 school year, the salary schedules will be increased by 1% for all Unit E employees. 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.

A salary market review will be conducted using the agreed upon comparable districts for the Infant Nursery Supervisor and will be completed by December 16<sup>th</sup>, 2009. If a higher pay range is warranted for the Infant Nursery Supervisor, the position will be moved and pay will be retroactive to the beginning of the work year.

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 E 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 15 work days from the release of any Fiscal Emergency Restricted Reserve funds.

The District shall maintain a Section 125 Medical Flexible Spending Account. Open enrollment will be held November 1-30, 2009. Employees who are active on November 30, 2008 (and then again November 30, 2009) and complete an enrollment form by November 30, 2008 (and again by November 30, 2009) will receive a dollar for dollar matching contribution up to a maximum of \$120 from the District on the January 2009 and January 2010 payroll.

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 A new employee may receive an advance payment on his/her first salary check for any amount 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 first salary 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. Supervisors will respond to such requests without compromising scheduling and programmatic needs.

F-2.5 When schools and/or other District offices are closed because of inclement weather or other good reason, paraeducator employees will be released during building or office closure without loss of pay.

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 HEALTH, DENTAL, AND LIFE INSURANCE: employees working at least .5 FTE in a regular Unit E position(s) or in combination with other regular assignments within the district are eligible for district paid Health, Dental and Life Insurance for the same plans as Unit B employees.

The district agrees to pay the employee premiums 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) on their last scheduled work day of the school year.

F-4.3 Eligible employees who purchase medical and dental insurance may continue to participate in these plans if their working hours are reduced below twenty (20) hours per week under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

- F-4.4 LONG-TERM DISABILITY INSURANCE: The School District shall arrange, through an insurance carrier of its selection, for long-term disability insurance for employees working twenty (20) or more hours per week. The cost of such insurance is to be paid by the District.
- F-5.1 SICK LEAVE ACCRUAL: Employees will accrue sick leave at the rate of 5.0% of the hours actually worked.
- F-5.2 SICK LEAVE USAGE: Employees may take sick leave in hourly increments and may use any leave accrued in any bargaining unit or district position.
- F-5.3 SICK LEAVE DEFINITION: Subject to the provisions herein, leave with pay will be granted all Unit E employees who are not able to render service due to illness, quarantine, temporary disability, (including pregnancy, childbirth and recovery there from), serious illness, and/or death in 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.
- F-5.4 "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 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 while on vacation.
- F-5.6 An employee may be required to provide a statement of physical condition from a physician to the appropriate supervisor following absences of more than three (3) days. He/she may also be required to have a written statement from a physician showing that he/she is physically capable of doing the work required of his/her position when the employee returns from sick leave.
- F-5.7 After the accumulated sick leave has been used the employee will receive no pay for additional hours if absent because of illness, quarantine, disability, or bereavement. Deduction shall be made from his/her salary in an amount equal to the number of actual hours absent from work.
- F-5.8 ADDITIONAL SICK LEAVE
1. If the absence is continuous for more than ten consecutive working 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 working day of absence. Full pay will be made from the eleventh working day until and including the sixtieth calendar day of the absence.

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 working day period without pay must be in effect prior to the granting of additional sick leave benefits.
3. The maximum benefit under this provision is thirty-one (31) days per fiscal year.

**F-5.9 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 the employee) with the district will receive payment for unused sick and personal leave at the rate of 75% of Step 1 of the employee's last salary grade for each hour of accumulated sick and personal 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.

**F-5.10 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 personal leave.

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.

**F-5.11 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 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 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 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 PERSONAL LEAVE: All regular Unit E employees will qualify and receive with pay, personal leave at the annual rate of 1.11% of hours actually worked. Employees will be credited with such leave each payroll period and such accrual will be included on each paycheck stub.

Personal leave can be used before actually earned up to the amount accrued in one year. In case of termination during the year, used but unearned personal leave must be reimbursed to the District.

Personal leave may be taken in hourly increments.

F-10.2 Personal leave must be requested in advance, if possible. Although an employee is not required to state the exact reason for such leave, person leave is provided to handle such personal matters that cannot be handled at a time other than working hours. Personal leave is not to be taken to seek other employment or for recreational purposes. Personal leave may not be taken prior to or immediately following holidays or vacation days, except in special or emergency situations in which case the advance written approval of the Assistant Superintendent of Human Resources is required.

F-10.3 A Unit E employee may carry unused annual allocation of personal leave to the subsequent school year.

F-11.1 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-12.1 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.

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

F-13.1 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-14.1 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-15.1 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-16 TUITION REIMBURSEMENT: The Board agrees to provide \$7,500 per school year 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.

- 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 the

District will prorate the payments for individual employees to not total more than the amount budgeted. The District will prorate the payments up to 100% if funds are available after May 1<sup>st</sup> of each year.

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-17 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-18 (New) HOLIDAY PAY (Thanksgiving Day)

For those Unit E employees hired before the December payroll cut-off, one (1) day of holiday pay, prorated by FTE, will be provided for those paraeducators working twenty (20) or more hours per week. The Holiday pay will be provided in the December paycheck.

\*F-19 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 individual copies of the Negotiated Agreement upon request. The Negotiated Agreement will be available on the district website. A reasonable number of extra copies shall be provided to the Association.

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 (15<sup>th</sup>) 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 10<sup>th</sup> 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 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 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.

SECTION H: FUTURE CONFERENCE AND TERM

\*H-1.1 EFFECT OF AGREEMENT: This Agreement shall be in full force and effect from its execution to and including June 30, 2010. 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.

H-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.

H-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.

H-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.

H-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

Boulder Valley Paraeducator  
Association

Board of Education  
Boulder Valley School District RE-2

signature on file  
\_\_\_\_\_  
President  
Boulder Valley Paraeducator Association

signature on file  
\_\_\_\_\_  
President  
Board of Education

9.3.08  
\_\_\_\_\_  
Date

9.2.08  
\_\_\_\_\_  
Date

\*Appendix

New Employee Salary Placement Guidelines

Employees newly hired to the district will be placed on the salary schedule according to the following guidelines:

- Step 2: Basic requirements of the job
- Step 3: 3 years relevant experience/education or 1 year relevant K-12 experience or Bachelor's Degree
- Step 4: 4 years relevant experience/education or 2 years relevant K-12 experience or Bachelor's in related field plus 1 year relevant experience
- Step 5: 8 years relevant experience/education or 3 years relevant K-12 experience or Bachelor's in related field and 4 years relevant experience
- Step 6: 10+ years relevant experience/education or 3 years relevant K-12 experience or Bachelor's in related field and 6 years relevant experience or current regular teaching license

Note: HRD management approval required for steps 5 and 6 placement. HRD determines relevant experience and related field.

Addendum

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 110/110 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, statues, 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 of 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.

## 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 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

**\*PARAEDUCATOR SALARY SCHEDULE**

August 2009

PARAEDUCATORS									
2009-10 Hourly Rates									
Hourly Rates/Step Level:	1	2	3	4	5	6	7	8	9
Non-Instructional	N/A	10.07	10.63	11.19	12.01	12.71	13.56	14.34	14.7
Instructional	N/A	10.68	11.26	12.08	12.77	13.65	14.29	15.2	15.58
Health Room	N/A	12.26	12.8	13.37	14.21	14.89	15.76	16.51	16.92
Multi-Intensive	N/A	13.41	14.24	14.92	15.79	16.55	17.55	18.59	19.047
Life Skills	N/A	13.81	14.56	15.38	16.2	17.11	18.05	19.04	19.52
Floater	N/A	15.81	16.68	17.6	18.57	19.59	20.66	21.81	22.36

SPECIAL SKILLS AIDES									
2009-10 Hourly Rates									
Hourly Rates/Step Level:	1	2	3	4	5	6	7	8	9
SSA I (used to be SSA2)	N/A	14.78	15.43	16.14	16.88	17.61	18.4	19.23	19.71
SSA 2 (used to be SSA1)	N/A	16.63	17.38	18.18	19	19.85	20.75	21.67	22.21

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

Special Skills Aides 2: Certified Occupational Therapy Assistant (COTA) ;  
 Crisis Intervention; SWAP Liaison; Brailist; Audiology Assistant;  
 Transition Community Liason; Job Developer; Bilingual Interpreter;  
 Vision Screening Lead Technician, LPN

EDUCATION INTERPRETERS									
2009-10 Hourly Rates									
Hourly Rates/Steps	1	2	3	4	5	6	7	8	9
Education Interpreters	18.18	19.23	20.45	21.67	22.91	23.83	24.75	25.67	26.57