

AGREEMENT

Between

THE BOARD OF EDUCATION

and the

EMPLOYEES REPRESENTED BY

THE BOULDER VALLEY EDUCATION ASSOCIATION

of the

BOULDER VALLEY SCHOOL DISTRICT RE2J

EFFECTIVE DATES:

August 1, 2018 – July 31, 2021

## TABLE OF CONTENTS

	<u>Page</u>
<u>SECTION A: GENERAL PROVISIONS</u>	
1 Adherence to Agreement	6
2 School Board Responsibilities	6
3 Effect of Agreement	6
4 Savings Clause	7
5 Definitions	7
5.4 Seniority	7
6 Recognition	8
7 Election Procedures	8
<u>SECTION B: NEGOTIATIONS PROCEDURE</u>	
1 Scope	8
2 Representation and Logistics of Negotiations	8
3 Initiation	8
4 Procedures	9
5 Meetings	9
6 Procedure for Impasse	9
7 Adoption and Ratification of Agreement	11
8 Interim Negotiations	11
<u>SECTION C: DUTIES OF THE EMPLOYEE</u>	
1 Professional Duties	11
2 Board Policies	12
3 Contract Year	12
4 School Calendar	13
5 Teaching Hours and Teaching Load	13
6 Elementary Class Size	15
7 Secondary Student Load	15
8 Grade Reporting Deadlines	16
9 Paraeducators	16
10 Department Chairpersons and Team Leaders	16
11 Staff Meetings	16
12 Additional Requirements	17
13 Classroom Vacancies	17
14 Student Discipline	17
15 Use of Physical Force	18

		<u>Page</u>
16	Legal Counsel	18
17	Transportation of Students	18
18	Assignment of Specialists	18
19	Staffing	21
20	Assessment	21
21	Special Education	22
22	Opening, Closing, and Reorganizing Schools	22
23	Assessment (electronic)	22
24	Technology	22
25	Special Education (504)	22
26	Property Protection/Employee Responsibility for Funds	22
27	Nonprofessional Duties	23
28	Staff Feedback of Building Administration	23

#### SECTION D: EMPLOYMENT

1	Non-Discrimination	24
2	Health Examination	24
3	Probation	24
4	Employment Status	25
5	Evaluation	25
6	Evaluation Sequence	25
7	Probationary Employees	26
8	Non-Probationary Employees: Level I	26
9	Non-Probationary Employees: Level II	28
9.6	General Provisions	31
10	Public Complaints	33
11	Just Cause	33
12	Employee Assignments	33
13	Personal and Professional Growth	34
14	Transfer	34
15	Notification of Vacancies	34
16	Filling Vacancies	34
17	Voluntary Transfers	35
18	Administrative Transfers	35
19	Involuntary Transfers	36
20	Reduction in Force	39
21	Qualifications	41
22	Substitutes	41
23	Student Teachers	41

		<u>Page</u>
24	Administrative Positions	41
25	Learning Materials	41
26	Curriculum Development	42
27	Performance Contracting	42
28	Salary Notification and Changes	42
29	Employee Exchange	42
30	Limited Term/Temporary Contract	43

SECTION E: COMPENSATION

1	Compensation Rate	44
2	Pay Periods	45
3	Mileage	45
4	Classroom Vacancies	45
5	Credit Hours	45
6	Curriculum Development	45
7	In-service Education Rate	45
8	National Board Certification	45
9	Teacher Librarians	45
10	Counselors	45
11	Horizontal Movement	45
12	Extra Pay for Extra Duty	46
13	Department Chairperson and Outdoor Education	49
14	Qualifications and Requirements of Vocational- Technical Salary Schedule	50
15	Health, Hospitalization and Life Insurance	51
16	Long Term Disability Insurance	51
17	Plan Contents	51
18	Liability Insurance	51
19	Benefits Committee	51
20	PERA & Workers Compensation	52
21	Annual Leave	52
21.11	Religious Holiday Leave	53
22	Sick Leave Bank	53
23	Injury Leave	55
24	Bereavement Leave	55

	<u>Page</u>	
25	Time Off to Vote	56
26	Jury Duty	56
27	Court Appearances	56
28	Military Leave	56
29	Return Right - Replacement	57
30	Notification	57
31	Leave of Absence for Improvement of Health	57
32	Leave for Governmental Service	57
33	Family Medical Leave Act	58
34	Extended Absences for Personal Reasons	58
35	Leave for Professional Study	59
36	Career and Technical Education Proficiency Leave	60
37	Military Leave for Active Service	60
38	Leave Rights	60
39	Tuition Reimbursement	61
40	Program Development	62
41	Change of Pay Status	62
42	Voluntary Reduction	63
43	Job Shares	63
44	BVSD/BVEA 110 Plan	64

#### SECTION F: PRIVILEGES & FACILITIES

1	Association President/Vice President Salary	64
2	Use of Facilities	65
3	Board Meeting Information	65
4	Professional Leave for Association Business	65
5	Payroll Deduction	66
6	Visiting Schools	66
7	Building Meetings	66
8	District Information	66
9	Employee Files	67
10	Employees' Facilities	67
11	Salary Letter	68
12	Leave Accounting	68
13	Children of Employee	68

#### SECTION G: GRIEVANCE PROCEDURE

1	Definitions	68
2	Purpose	69
3	Procedure	69
4	Informal Conference	70
5	Level One	70
6	Level Two	71
7	Level Three	71
8	Level Four	71

	<u>Page</u>
<u>SECTION H: ADVISORY COUNCIL</u>	
1 Teachers' Advisory Council	72
<u>SECTION I: PROFESSIONAL RELATIONSHIPS</u>	
1 Faculty Affairs Committee	73
2 Building and Remodeling Plan	74
3 School Visitation	74
4 Other Matters	74
5 Professional Development	74
6 Professional Relationships	74
6.1 District & Other Equipment & Technology	75
<u>SECTION J: FUTURE CONFERENCE AND TERM</u>	
1 Term of Agreement	76
2 Termination of Agreement	76
MEMORANDUMS OF AGREEMENT	77-99
Time Appendix Matrix	100

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

PREAMBLE

The Boulder Valley Board of Education, the Boulder Valley Education Association, and the employees of the Boulder Valley School District recognize and declare that it is their mutual aim to provide a quality education to all pupils of the District. Accordingly, the parties recognize and agree that the employees, the Board, and the Administration have the responsibility to:

Respect each pupil's dignity and worth,  
Respect each pupil's right to learn,  
Uphold the standards of the profession,  
Promote quality teaching.

SECTION A: GENERAL PROVISION

- A-1 **ADHERENCE TO AGREEMENT:** Both parties agree that during the term of this Agreement, adherence to the provisions contained herein will be an obligation and duty of each. There will be no strikes or other individual or concerted action designated to deprive the youth in the schools of services of Unit B employees. Any employee who engages in such actions during the term of this Agreement shall be subject to severe disciplinary action. Such disciplinary action shall be subject to the Grievance Procedure contained in this Agreement, except where applicable the state statute will apply. The Board of Education further agrees that it will not, during the term of the Agreement, officially adopt or implement any condition of employment contrary to the provisions of this Agreement.
- A-2 **SCHOOL BOARD RESPONSIBILITIES:** Except as expressly provided in this Agreement, the determination and administration of school policy, the determination of school curriculum, the operation and management of the schools, the direction of employees are vested exclusively in the Board of Education.
- \*A-3 **EFFECT OF AGREEMENT:** The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment as of August 1, 2018, between the parties hereto which may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in an amendment hereto.
- A-3.1 Should any part of this Agreement be declared illegal by a court of competent jurisdiction it shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining portion shall remain in full force and effect for the duration of the Agreement to the extent it is not affected by the deleted portion.

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

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

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

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

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

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

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

- a. An employee's seniority date shall be defined as the first day an employee worked under his/her most recent contract.
- b. An employee maintains his/her seniority rights while on an approved leave of absence.
- c. Once a probationary employee receives a regular contract, that employee's seniority shall originate from the date the employee first reported to work, including the time on a limited term or temporary contract, provided service has not been interrupted for more than thirty (30) work days and the employee has been employed for at least a .50 FTE contract.
- d. An employee will not earn seniority credit for the school year in which their overall summative performance evaluation rates the employee as ineffective.

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



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

A-5.5 For the purposes of this Agreement, those employees assigned to the middle schools are considered to be assigned to secondary schools.

A-6 RECOGNITION: Members of Unit B have the right to elect an organization to represent them in negotiations with the Board of Education on matters pertaining to salaries, hours, terms and conditions of employment, processing of alleged grievances, and on matters which both parties agree are proper subjects for negotiations.

A-6.1 The Board of Education hereby reaffirms recognition of the Boulder Valley Education Association as the exclusive representative of the members of Unit B for the effective dates of this Agreement and for such additional periods of time as its recognition may be extended under the policies and procedures of the Board of Education. All rights and privileges granted the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

A-7 ELECTION PROCEDURES: The election procedures of the Board of Education for the purpose of determining the appropriate representative of Unit B and other units is stated in Board policy HG.

#### SECTION B: NEGOTIATIONS PROCEDURE

B-1 SCOPE: The Board of Education representatives will meet with Unit B representatives to negotiate and reach agreements on matters pertaining to salaries, hours, terms and conditions of employment, procedures for the processing of alleged grievances, and on other matters which both parties agree are proper subjects for negotiations.

B-2 REPRESENTATION AND LOGISTICS OF NEGOTIATIONS: At the time of request for negotiations, the initiating party shall identify not more than eight (8) persons who shall negotiate pursuant to the provisions of the Agreement. When responding to such request the recipient shall also identify not more than eight (8) representatives. Either party may, if it so desires, use the services of outside consultants and may call up on proper representatives to participate in negotiations. When such meetings are held during school time, a maximum of five (5) Association negotiators shall receive pay from the District for such time lost. Other Association negotiators' time will be charged against BVEA days.

B-2.1 Both parties shall negotiate in good faith and in timely fashion.

B-3 INITIATION: A written request for negotiations shall be submitted by the party(ies) desiring negotiations no later than the 1<sup>st</sup> day of January.

B-3.1 Within ten (10) working days following the receipt of request for negotiations, the recipients shall make written acknowledgement of the request.

- B-4 PROCEDURES: The parties will meet to present proposals for negotiations no later than February 1st.
- B-5 MEETINGS: Whenever the district anticipates that a meeting involving BVEA representatives will be subject to the open meetings law, the district will convene a meeting of the Labor/Management Committee and discuss the posting of the proposed meeting, the role of the public participants at the proposed meeting, if any, and such other norms and expectations as may be necessary to ensure that a professional and productive, collaborative environment is maintained.
- B-5.1 During negotiations the issue for change of either party may be modified or added to. Those sections of the Agreement which had no proposal for change by either party may also be deleted or modified.
- B-5.2 During negotiations, unilateral communications from the Board or administrators to Unit B members or from Unit B members to the Board or administration shall be limited to matters concerning normal conduct of District affairs. This does not preclude bilateral communication between Board members, District administrators and Association leadership on matters under negotiations.
- B-5.3 The above stated procedures do not prohibit additional negotiations when the two parties mutually agree.
- B-5.4 Tentative agreements reached during negotiations, including mediation or fact-finding, shall be reduced to writing, dated and initialed by both parties. Agreement on any matter in negotiations is reached only when the parties have tentative agreement on all matters in negotiations, subject to ratification by both parties.
- B-5.5 Association requests for records, lists, or other data should be addressed to the Assistant Superintendent of Human Resources with a copy to the Superintendent. Association requests will be limited to the President of BVEA, the UniServ Director, and the Chairperson of the BVEA Negotiating Committee. The Assistant Superintendent of Human Resources shall respond to the request within five (5) school days in writing, either supplying the requested information or indicating how the information may be obtained and suggesting a time and procedure.
- B-6.1 PROCEDURE FOR IMPASSE: In the event that tentative agreement cannot be reached on all items under negotiation by the negotiation teams, or negotiations have not been concluded by April 15th, unless extended by written mutual consent, an impasse shall exist, and the following procedure shall be followed:
- B-6.1.1 Mediation: The issues in dispute shall be submitted to a mediator for the purpose of inducing the Board and the Association to make a voluntary agreement.
- B-6.1.2 Unless both sides agree otherwise, the Board and the Association shall, within five (5) days of the declaration of impasse, submit a written request for a mediator to the American Arbitration Association.

B-6.1.3 The request to the American Arbitration Association shall ask that a list of five (5) qualified mediators be submitted to the Board and the Association.

B-6.1.4 The mediator shall be selected by the Board and the Association five (5) business days after receipt of the names of mediators. The procedure shall be (unless mutually agreed otherwise) for each party to alternately strike names from the list until only one (1) name remains. This person shall then be asked to mediate the dispute. The party striking first shall be determined by lot. If the mediator declines to accept, the last two names stricken from the list shall be sent to the American Arbitration Association with the request to select the mediator from between the two.

B-6.1.5 The form, dates and times of meetings shall be arranged by the mediator.

B-6.1.6 The mediator shall meet with representatives of the Board and the Association either separately or together.

B-6.1.7 If mediation fails in whole or in part, the mediator shall report the issues that remain in dispute to the Board and the Association.

B-6.1.8 The cost for services of the mediator or the A.A.A., including per diem expenses, if any, and necessary and actual travel expenses, shall be shared equally by the Board and the Association.

B-6.2 Fact-Finding: If the mediation procedure described above has failed to bring about agreement on all issues, either party acting through their representative may request in writing that the issues which remain in dispute be submitted to an advisory fact-finder. Unless the parties agree otherwise, the method of selection of the fact-finder shall be the same as that for the selection of a mediator as described in Section B-6.1.1 through B-6.1.4. Prior to either party agreeing to fact-finding, the parties will hold a pre-hearing conference with the fact-finder to determine the process and the issues.

B-6.2.1 The fact-finder will have authority to hold meetings and confer with any parties deemed advisable in seeking to uncover pertinent facts, but he/she will not have authority to incur any costs other than his/her own fee without prior agreement of the Board and the Association.

B-6.2.2 The fact-finder shall provide a written report to the two parties within thirty (30) calendar days after the hearings have commenced.

B-6.2.3 Representatives of the Association and the Board shall meet within five (5) days after receiving the recommendations of the fact-finder to review and clarify the recommendations. The parties may agree to amend the recommendations at this meeting.

B-6.2.4 The recommendations of the fact-finder and any tentative agreements reached prior to fact-finding shall be submitted to the Association and the Board for action, unless the parties have previously agreed to amend the recommendations in the meeting described in B-6.2.3 above. In such

cases, the amended report will be submitted along with the tentative agreements for the ratification vote.

B-6.2.5 All costs incurred in the above process are to be shared equally by the Board and the Association.

B-6.2.6 Nothing herein shall preclude the parties from agreeing to combine the mediation and fact-finding processes under one neutral.

B-7 ADOPTION AND RATIFICATION OF AGREEMENT: tentative agreements reached as a result of negotiations (including mediation and fact-finding) shall be reduced to writing and presented to the Association membership for ratification. The Association shall have fifteen (15) working days, exclusive of June 5<sup>th</sup> through September 5<sup>th</sup>, from the date that the tentative agreement has been presented in which to file a written statement accepting or rejecting the Agreement. Absence of written statement within this allowed time shall constitute ratification. Following such ratification, this Agreement shall be presented to the Board for its ratification.

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

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

### SECTION C: DUTIES OF THE EMPLOYEE

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

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

- C-1.2 The District Handbook of Bylaws, Policies and Procedures define most operational matters for Unit B employees. Duties of the employee include pupil registration, attendance-keeping and record keeping, pupil discipline, reporting to parents, supervision of pupils, and the request for, care of, and accounting for instructional materials and equipment.
- C-1.3 If there is an inconsistency between an individual contract and this Agreement on a matter concerning hours, terms and conditions of employment, this Agreement shall govern.
- C-1.4 This Agreement defines terms and conditions of employment that apply to all members of Unit B.
- C-1.5 No conflict between the individual contract, administrative procedures, Board policies and the Agreement is intended. In cases where conflict may arise, such will be rectified.
- C-2 **BOARD POLICIES:** The policies of the Board of Education are recognized as being of vital concern to employees affected by them. Consequently, for actions concerning policies not covered in this Agreement, which affect employees in Unit B, the administration shall inform the Association at a reasonable time prior to the initiation of such change, in order to provide for consultation with organizations members.
- C-3 **CONTRACT YEAR:** The contract year for members of Unit B covered by the BVEA Transitional Salary Schedule shall consist of 186 scheduled days of which 176 days are scheduled teaching days.

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

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

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

- C-3.1 As determined by the District, effective August, 2012 new employees may be required to work up to two and one half (2 ½) additional days prior to the start of the contract year without additional compensation. Effective August 2013, new employees may be required to work up to five (5) additional days without

additional compensation of which two and one half (2 ½) of these days will be individual teacher directed time in their building.

- C-4 SCHOOL CALENDAR: A tentative school calendar shall be developed by administrators and Association members for the academic year and shall be presented to the Board no later than January 10. At the meeting in February, the Board shall formally adopt this calendar or set a specific date of adoption of this or any revised calendar. The Board shall provide BVEA with a copy of any revised calendar at least one month prior to adoption and the Association will have the opportunity at the next meeting to offer opinions, preferences and objections.
- \*C-5 TEACHING HOURS AND TEACHING LOAD: Employees shall be on duty in their respective buildings 37 ½ hours per week as arranged by the principal in cooperation with the faculty. The 37 ½ hours per week shall be inclusive of (a) duty-free planning time, (b) necessary travel time attributed directly to teaching schedule and (c) at least a 30 minute guaranteed daily, duty-free, lunch period. the work week will be 40 hours per week, including 2.5 hours of individual teacher directed time.
- C-5.1 A minimum of 4 ½ hours of duty-free planning time will be provided per week. Every reasonable effort will be made to provide planning periods of meaningful length of 30 minutes.
- C-5.1.1 Every effort shall be made to examine solutions within the school day that would provide educators with resources, such as substitutes or other compensation, to attend required meetings while minimizing impact on the 4 1/2 hours of duty-free planning time. Avenues to address this issue should be established with building administration, through the FAC, or a BVEA representative.
- C-5.2 For those school activities which occur outside the school day, and which require the presence of an employee(s), an equitable master schedule, developed using the building's shared decision making model, will be posted by September 30. Any additions or changes must be agreed upon through shared decision making.
- C-5.3 Extra duty and other special assignments for which the employee receives extra remuneration shall be in addition to the 40 hour week.
- C-5.4 Employees may leave the building during their lunch period but must advise the office of their intention to be absent.
- C-5.5 SENIOR HIGH: Grades 9-12 In high schools, an employee will be assigned no more than the equivalent of five instructional periods. An employee will be considered full-time if assigned to five teaching periods between a middle level school (inclusive of K-8 schools grades 6-8) and a senior high school. In all secondary schools, additional duty time needed during the school day to carry out Board approved programs and to maintain safety, order and welfare of the students, or for special programs developed by the faculty, will be equitably shared by the faculty members of the respective building as these needs arise

and will be agreed upon through shared decision making at the building before additional duty time is assigned.

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

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

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

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

District administrator shall meet with the affected employee and the building principal to determine what assistance, if any, will be provided.

C-6 ELEMENTARY CLASS SIZE: K-5 Grade Class Size: It is the goal of the School District to limit the size of kindergarten and first grade classes to a maximum of 26, of grades 2 and 3 to 29, and of grades 4 and 5 to 31 pupils. When it is necessary to combine the aforementioned grades, the class size goal will be reduced by two with the lowest grade level used as the guideline. The District will make every reasonable effort to meet these goals by adjusting classes within the building, the principal shall meet with the affected employee, and every reasonable effort shall be made to grant assistance to such teacher through reallocations of building resources (e.g. paraeducator time, additional materials, clerical assistance, and/or release duty time). Should such resources for assistance not be available at the building level, the appropriate District administrator shall meet with the affected employee and the building principal to determine what assistance, if any, will be provided.

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

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

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

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

## C-7 SECONDARY STUDENT LOAD

C-7.1 SENIOR HIGH: Grades 9-12 in all senior level teaching assignments, except physical education and music, every reasonable effort shall be made so that the total load shall not exceed a maximum of 775 students per week exclusive of study hall. The 775 students per week will apply on a pro-rated basis to health classes. This does not preclude an employee from requesting an additional load beyond the maximum stated above.



C-7.1.1 Integration of students with disabilities in the secondary classes shall be accomplished as per the provisions contained in C-6.2, 3, 4, and 5.

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

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

C-8 GRADE REPORTING DEADLINES:

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

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

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

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

If department chairpersons and/or team leaders are appointed with the traditional role definitions and expectations, the rates in Section E-16 shall apply. For other leadership responsibilities, compensation shall be determined through shared decision making.

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

