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AGREEMENT

Between

THE BOARD OF EDUCATION

and the

TEACHERS REPRESENTED BY

THE BOULDER VALLEY EDUCATION ASSOCIATION

of the

BOULDER VALLEY SCHOOL DISTRICT RE 2J

1989



EFFECTIVE DATES:

January 1, 1989-December 31, 1989



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ARTICLES OF AGREEMENT BETWEEN THE
BOARD OF EDUCATION AND THE TEACHERS

Represented by the

BOULDER VALLEY EDUCATION ASSOCIATION

of the

BOULDER VALLEY SCHOOL DISTRICT RE-2J

PREAMBLE

The Boulder Valley Board of Education, the Boulder Valley Education Association, and the teachers 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 teachers, 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 PROVISIONS

- 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 designed to deprive the youth in the schools of the 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 Colorado Tenure Act will apply. 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-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, and the direction of employee 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 January 1, 1989, 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 an amendment hereto.

*Identifies new or revised language.

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 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-5 DEFINITIONS

"Teacher" shall mean for the purpose of this Agreement an employee who is a member of Unit B. Unit B shall consist of certificated teachers, librarians, counselors, reading specialists, psychologists, speech and language specialists, and social workers who are employed in such capacity on at least a half-time contract.

A-5.1 "Part-time Teacher" shall mean a teacher (as defined above) who normally performs services as an employee of this District in an amount of time less than 4 hours during each regular school day, and under the provisions of the Teacher Employment Dismissal and Tenure Act of 1967 is not eligible to acquire tenure.

*A-5.2 "The Agreement" shall mean this document which is binding upon and inuring to the benefit of Unit B employees and the Boulder Valley School District for the period of January 1, 1989, through December 31, 1989, subject to contract opening under Section J-1 Future Conference and Terms.

A-5.3 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 non-tenured teacher receives a regular contract, that employee's seniority shall originate from the date the teacher first reported for work, including the time on a limited term or temporary contract, provided service has not been interrupted and the employee has been employed for at least four (4) clock hours per day.

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 teacher first reported for work. If two or more employees still have the same seniority date, seniority will be established by lot.

*Identifies new or revised language.

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-5.4 For purposes of this Agreement, those teachers assigned to the middle schools are considered Secondary School Teachers.

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 five (5) persons who shall negotiate pursuant to the provisions of the Agreement. When responding to such request the recipient shall also identify not more than five (5) representatives. Either party may, if it so desires, use the services of outside consultants and may call upon proper representatives to participate in negotiations. When such meetings are held during school time, a maximum of three (3) 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 1st day of August.
- B-3.1 Within ten (10) working days following the receipt of request for negotiations, the recipients shall make written acknowledgment of the request.
- *B-4 PROCEDURES: Packages containing proposals for changes shall be exchanged no later than September 1st. On contract reopening for 1990, each party shall be limited to Section E and no more than three additional items by each party. In addition to the foregoing, either party may present items included in the letter of understanding dated and signed December 12, 1988.
- B-5 OPEN NEGOTIATIONS: Formal negotiations meetings between the parties shall be conducted in open, public sessions. The first session shall be held no later than September 15th. During any session, either party may caucus in a closed meeting separately but not together. Public notice of all sessions shall be given at least 48 hours in advance, except in emergency situations. In emergency situations, as mutually agreed upon, the earliest possible notice will be given to the public. Mediation and fact finding shall be conducted in closed sessions.
- B-5.1 During negotiations the proposal for change of either party may be modified or added to. Those sections of the Agreement which had no proposal for change by either party may also be deleted or modified.
- 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 negotiation.

*Identifies new or revised language.

- 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 Executive Director of Human Resources with a copy to the Superintendent. Association requests will be limited to the President of BVEA, the UNIServ Director, and the Chairman of the BVEA Negotiating Committee. The Executive Director 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 October 15th, unless extended by 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 (5) five 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 qualified mediators to 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 the 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 representative may request 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.

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 but in no event later than December 20th.

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 the 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 5th through September 5th, 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, 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. Changes(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 TEACHER

- C-1 **PROFESSIONAL DUTIES:** State Statutes, found in Colorado Education Law, define certain requirements and responsibilities for both teachers and Boards of Education.
- C-1.1 The teacher'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 teachers and other employees. Duties of the teacher include pupil registration, attendance-keeping and recordkeeping, 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 of 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 organization members.
- C-3 **CONTRACT YEAR:** The contract year for members of Unit B covered by the teacher salary schedule, shall consist of 184 scheduled days, of which 180 days are scheduled teaching days and four days are District orientation, in-service training or preparation.
- 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 for adoption of this or any revised calendar. The Board shall provide the 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:** Teachers shall be on duty in their respective buildings 37 1/2 hours per week as arranged by the principal in cooperation with the faculty. The 37 1/2 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.

- C-5.1 A minimum of 4 1/2 hours on the secondary level and 3 1/2 hours on the elementary level of duty-free planning time will be provided per week. Every reasonable effort will be made to provide planning periods of meaningful length of 25 minutes or more but in no case less than 15 minutes.
- C-5.2 For those school activities which occur outside the regular school day, and which require the presence of (a) teacher(s), an equitable master schedule shall be established by the principal in cooperation with the faculty and posted as early in the school year as possible.
- C-5.3 Extra duty and other special assignments for which the teacher receives extra remuneration shall be in addition to the 37 1/2 hour week.
- C-5.4 Teachers may leave the building during their lunch period but must advise the office of their intention to be absent.
- C-5.5 In senior high schools, a teacher will be assigned no more than the equivalent of five instructional periods. In the junior high schools a teacher will be assigned no more than six periods of instruction per day inclusive of study halls. A teacher will be considered full-time if assigned to five teaching periods between a middle level school 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.
- C-5.6 Except in unique circumstances, regular classroom teachers will not be required to remain with their classes when the classes are under the supervision of a music, art or physical education specialist.

C-6 ELEMENTARY CLASS SIZE: K-6 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, 5, and 6 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 teacher, and every reasonable effort shall be made to grant assistance to such teacher through reallocations of building resources (e.g. aide 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 teacher and the building principal to determine what assistance, if any, will be provided.

- C-6.1 If children from educable mentally handicapped, perceptually or communicative disordered, emotional or behavior disordered, or physically handicapped classes are integrated into regular classes, the special teacher shall confer with the regular classroom teacher prior to such integration to determine the impact on the regular class and to determine what additional assistance, if any, is required in terms of the child's successful integration. Additional assistance will usually take the form of (1) special teacher monitoring the progress of the integrated child with respect to matters of programming, or (2) special teacher

working individually with the regular classroom teacher to provide support for programming and implementation. If the special teacher and the regular classroom teacher do not agree on (1) or (2) above, the principal will meet with the teachers to resolve the matter.

C-6.2 At no time will children from regular classrooms be accepted in special education services for any purpose without completing the proper staffing procedure prior to such change.

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

C-6.4 When it is necessary to combine special classes, careful consideration will be given to any special situation which would necessitate a smaller class size.

C-6.5 Upon request, the appropriate District administrators will meet with the teachers involved and the principal to assist in resolving any difficulties or problems that arise.

C-7 **SECONDARY STUDENT LOAD:** In all secondary 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. This does not preclude a teacher from requesting an additional load beyond the maximum stated above.

C-7.1 Integration of handicapped children 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 **FIRST THREE QUARTERS:** There shall be a minimum of three teaching days between the end of a school quarter and the deadline for submitting grade reports at the building level.

C-8.2 **LAST QUARTER:** In the event that one full day or its equivalent of released time is not made available to teachers during the final three days of the last quarter of the 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.

C-9 **TEACHER AIDES:** The Board reaffirms the important role aides play in assisting the faculty in the educational program of the District. It further agrees to provide aides in both the elementary and secondary schools as determined by sound educational and staffing requirements. Priority for teacher aide 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. Assignment of teacher aides at the building level shall be made by the principal in cooperation with the faculty.

- C-10 DEPARTMENT CHAIRPERSONS AND TEAM LEADERS: Each secondary building principal, in consultation with the faculty, shall by May 1 of the school year 1) develop building guidelines that provide for the number of departments and/or teams in the building, and 2) develop a method of selecting candidates from which the principal may appoint chairpersons and/or team leaders. A copy of the current plan for each building shall be provided the appropriate District administrator for approval.
- C-10.1 Compensation for services as department chairperson and team leaders may be either by release time or payment in excess of the salary schedule according to the provisions of C-10.2, C-10.3, C-10.4, or E-16.
- C-10.2 The total number of appointed department chairpersons and team leaders eligible for release time or pay under E-16 shall not exceed eleven (11) persons in any building.
- C-10.3 Chairpersons and team leaders may be provided released time from within the teacher allocation for each school, up to five periods per week or equivalent, for those departments with six (full time equivalent or major fraction thereof) or more members, including the department chairpersons and team leaders. Released time will be determined in accordance with developed building guidelines. Chairpersons and team leaders who do not receive released time as provided in C-10.2 may be compensated as outlined in E-16.
- C-10.4 Variations from the provisions specified in C-10.2 and C-10.3 may be requested by a building principal and implemented with the approval of the appropriate District administrator. Allowances in excess of the amounts specified in E-16 may be approved by the appropriate District administrator for unique circumstances.
- C-11 STAFF MEETINGS: Regular building staff meetings shall be scheduled as needed on Thursdays. Announcements, including major topics, shall be made at least 24 hours in advance of the meeting. Special meetings may be called by the principal to deal with emergencies but such meetings shall be kept to a minimum and shall deal with only those emergency items for which the meeting was called. Every effort shall be made to keep all meetings as short as possible. Teachers shall attend all staff meetings unless excused by the principal.
- C-12 ADDITIONAL REQUIREMENTS: Pre-School Sessions: Each teacher is to attend the pre-school session for all teachers. Each teacher is to attend the appropriate grade or departmental meetings and building faculty meetings.
- C-12.1 First Aid: First aid policies shall be as stipulated by the Board of Education policy adopted August 23, 1976.
- C-12.2 Life Certificates: Effective January 1, 1977, holders of Colorado Life Certificates are required to complete six hours of Board-approved work every five years.

If the holder of a life certificate does not comply with this requirement, this teacher will receive the same salary that he/she earned the previous school year. This salary freeze will remain in effect for the entire school year. If the six semester hours or Board-approved equivalent are completed by the beginning of the following year, the teacher will receive the appropriate salary increase. Increases lost through non-compliance with the negotiated agreement cannot be recouped.

- C-13 CLASSROOM VACANCIES: When vacancies in the classroom occur, and where it is not practical to secure a substitute, the principal may assign a regular teacher to cover the vacancy. If such an assignment is made by the principal, the teacher will be entitled to compensation at the rate agreed upon. (See Section E).
- C-13.1 The above does not preclude voluntary arrangements between teachers as approved by the building principal. There shall be no extra pay for these voluntary arrangements.
- C-13.2 Absences at the Request of the Administration. Teacher absences which are created by the school administration will be covered by substitutes. When it is not possible to provide a substitute, the absence will be covered as indicated in "classroom vacancies" above.
- C-14 STUDENT DISCIPLINE: When administering pupil discipline, teachers are required to exercise appropriate judgment and control. The teacher may restrain the pupil until other action may be taken or the teacher may refer a pupil to the school office. The pupil will not be returned to class during the same class period at the secondary level and within approximately thirty (30) minutes of the referral at the elementary level. This requirement may be deemed inapplicable for subsequent referrals of the same student, or another student for the same offense, only after a conference has been held between the appropriate superior and the teacher regarding future expectations for disciplinary action in these situations. The teacher will be notified of any disciplinary action, or lack thereof, taken with regard to the pupil referred and the reason(s) for such.
- C-14.1 In the event the teacher has concern over the decision of the principal or designee, he/she may request a meeting with a representative of the Association and the principal or designee. If the issue remains unresolved, the teacher may request a meeting with a representative of the Association and the appropriate District administrator or designee.
- C-15 USE OF PHYSICAL FORCE: A teacher may use reasonable and appropriate physical force upon a minor when and to the extent it is necessary and appropriate to maintain discipline or promote the welfare of the minor.
- C-15.1 When it is necessary for the teacher to be absent from normal teaching duties to participate in parent conferences or meetings with other appropriate agencies, or to consult with an attorney regarding defense of assault charges when it cannot be done outside the teaching day, as a result of or arising out of the application of physical force as set forth in C-15, and provided that such absence is necessitated as a result of performing his/her duties, and not caused by his/her own negligence, the teacher shall not suffer a loss of pay for the period of such absence, on account of such absence.
- C-15.2 The Board may reimburse a teacher for the cost in excess of insurance benefits received for medical, surgical, or hospital services incurred as a direct result of injury sustained in the course of his employment, if recommended by the Superintendent, but may not reimburse for consequential damages or for aggravation of pre-existing injuries and shall not exceed the amount of his/her current salary.

C-15.3 Teachers shall make every attempt to report as soon as possible, but no later than the following morning, cases concerning C-15 to their principal, or in his/her absence, some other District administrator.

C-16 LEGAL COUNSEL: The Board shall provide legal counsel of its selection, if recommended by the Superintendent, to teachers 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-16.1 Teachers shall make every attempt to report as soon as possible, but no later than the following morning, cases of assault suffered by them in connection with their employment to their principal or in his/her absence some other District administrator.

C-17 TRANSPORTATION OF STUDENTS: Teachers shall not be required to transport pupils to activities which take place away from the school building.

SECTION D: EMPLOYMENT

- D-1 **NON-DISCRIMINATION:** The School Board and the Association reaffirm that there shall be no discrimination against any employee because of race, age, marital status, creed, color, sex, national origin, or participation in any professional educational organization.
- D-2 **HEALTH EXAMINATION:** A special health examination may be required whenever a physical or mental condition interferes, or appears likely to interfere, with the health and safety of other employees or pupils or the educational progress of pupils. The costs of these special health exams shall be paid by the District.
- D-2.1 A special health examination may be required whenever a physical or mental condition interferes, or appears likely to interfere, with the health and safety of other employees or pupils or the educational progress of pupils. The costs of these special health exams shall be paid by the District.

PROBATION

- D-3 Each year of the first three years of employment is considered a probationary year in the Boulder Valley Schools. During such three years, the teacher shall be given constructive leadership and guidance by the administrative and supervisory staff.
- D-3.1 No later than May 1, the principal shall advise the probationary teacher on a regular contract of his/her intent to recommend to the Board of Education renewal or nonrenewal of the teacher's contract.
- D-3.2 A probationary teacher employed by the School District on a full-time basis shall be deemed to be re-employed for the succeeding academic year at the salary which he would be entitled to receive under the teachers' salary schedule unless the Board shall cause written notice to the contrary to be given to said teacher on or before May 15 of the academic year during which said teacher is employed.

TENURE

- D-4 The Board of Education policy concerning employment, dismissal, termination, and non-renewals of teachers shall be the Colorado Teacher Employment, Dismissal, and Tenure Act of 1967 and subsequent revisions thereof.

EVALUATION

- D-5 Consistent with the Colorado Certificated Personnel Performance Evaluation Act the purposes of the evaluation shall be to serve as a basis for the improvement of instruction, to enhance the implementation of programs of curriculum, to serve as a measurement of the professional growth and development of certificated personnel, and to evaluate the level of performance of certificated personnel.

D-6 EVALUATOR

Teacher evaluations shall be the responsibility of the principal/immediate supervisor or his/her designee. The teacher shall be informed in advance of the evaluation criteria, the process to be used and the forms to be completed.

D-7 PROBATIONARY TEACHERS

D-7.1 Probationary teachers shall be evaluated each year.

D-7.2 Observations

D-7.2.1 The teacher shall be observed on not less than two (2) separate occasions in the classroom during each of the first and second nine-week grading periods following the date of employment. In subsequent years the teacher shall be observed on not less than two (2) separate occasions in the classroom during each of the first and second nine-week grading periods each year. One (1) of the two (2) required observations during each grading period must be at least thirty (30) minutes duration and with the prior knowledge of the teacher.

D-7.3 Reports

D-7.3.1 The evaluator shall discuss progress with each teacher and provide a written progress report after the first full grading period following the day of employment.

D-7.3.2 The evaluator shall provide each teacher a written evaluation report no later than March 1.

D-7.4 Conferences

The evaluator will confer with each teacher after the first full grading period following the day of employment and after the second week nine-week grading period.

D-8 TENURED TEACHERS

D-8.1 Tenured teachers shall be evaluated a minimum of once every three (3) years.

D-8.2 Observations

The teacher shall be observed on not less than two (2) separate occasions in the classroom by the evaluator, one of which must be at least thirty (30) minutes duration and with the prior knowledge of the teacher.

D-8.3 Report

The evaluator shall provide each teacher a written evaluation report no later than May 1.

D-8.4 Conference

The evaluator will confer with each teacher at the time the written evaluation report is completed.

D-9 GENERAL PROVISIONS

D-9.1 Observations

D-9.1.1 All observations will be conducted openly and with the knowledge of the teacher being evaluated. An effort will be made to conduct these observations at different times during the instructional day.

D-9.2 Evaluation Report

D-9.2.1 The evaluation is intended to be an appraisal of the teacher's performance including both strengths and weaknesses, where appropriate.

D-9.2.2 The classroom portion of the evaluation report shall include specific comments that pertain to the observations made in the classroom. Positive suggestions for growth/improvement shall be included, where needed.

D-9.2.3 No evaluation shall reflect negatively on a teacher because of a shortage of books or materials or because of loss of, or damage to, materials or equipment by students which develop outside the teacher's control or facilities that prevent the teacher from carrying on the program.

D-9.2.4 Any evaluation of extra duty assignments shall be separate and apart from the evaluation of classroom teaching assignments.

D-9.2.5 If the teacher disagrees with the evaluation report, he/she may put his/her objections in writing within five (5) working days after receiving the final written evaluation report and have them attached to the evaluation report. If the evaluation report is being grieved, the five (5) working day time period shall not apply until the grievance has been resolved or withdrawn.

D-9.2.6 The evaluation report shall be discussed and be signed by the evaluator and the teacher. Both the evaluator and the teacher will receive a copy of the report.

D-9.2.7 A copy of each teacher evaluation report will be reviewed by, and signed by a supervisor of the evaluator. A copy of the report shall be filed in the teacher's district personnel file.

D-9.2.8 The signature on the report of any person shall not be construed to indicate agreement with the information contained in the report.

D-9.3 Conferences

Initial discussion of the teacher evaluation reports shall be in private between the teacher and the evaluator. During this discussion, the teacher may ask for specifics and amplification concerning any evaluations made, and for suggestions on how to improve. The teacher shall have the right to have an association representative or fellow teacher in attendance during a subsequent discussion if one is scheduled.

D-10 REMEDIATION

D-10.1 If the evaluator considers the alleged deficiencies to be such as to justify dismissal or non-renewal if not corrected or improved, the written evaluation report shall so state. As soon as possible, a conference will be scheduled with the teacher to discuss a remediation plan. The remediation plan should include, but not be limited to: performance expectations, strategies to assist improvement, and reasonable timelines. In addition, the evaluator will clarify the process for monitoring the teacher's progress. In such cases, the teacher may request another written evaluation to be completed as soon as practicable.

D-10.2 If either the evaluator or teacher requests, assistance may also be provided by other teachers and/or professional personnel. The evaluator may select two or more persons, one of whom is mutually agreed upon by the teacher involved, to assist the teacher. Upon the selection, the parties involved will meet to discuss the nature of the assistance to be provided and the appropriate timelines. Unless mutually agreed upon by the parties involved, individuals who provide this assistance will not be expected to provide evaluative data. The District will provide reasonable release time necessary for such assistance subject to the approval of the Executive Director of Human Resources.

D-11 APPEAL

A probationary teacher whose performance has been determined to be such as to justify dismissal or non-renewal by the principal may request a review of the decision by the Superintendent or his/her designee. The decision of the Superintendent or his/her designee shall be final.

PUBLIC COMPLAINTS

D-12 In the event there are complaints against a teacher's performance and/or teaching materials, the teacher will be informed of such complaints, or charges, and will have the opportunity to respond before any action is taken.

D-12.1 When possible, conferences with teachers will be prearranged. During the conference, if the teacher feels he/she needs representation, the teacher may request that the conference be adjourned until representation can be secured.

D-13 No teacher shall be disciplined, reprimanded, reduced in compensation, suspended, or adversely evaluated without just cause. In cases of transfer or termination the Colorado Tenure Act will apply.

- D-14 TEACHER ASSIGNMENTS: Teachers shall be notified in writing of any change in their tentative assignments for the ensuing school year, including the schools to which they will be assigned, and the grade and/or subject they will teach, and any special or unusual course that they will have as soon as practicable, and under normal circumstances no later than June 1. If circumstances prohibit identifying the assignment, the teacher shall be notified verbally or in writing explaining the reasons by June 1.
- D-14.1 In arranging schedules for teachers who are assigned to more than one school, the amount of inter-school travel will be held to a minimum. Such teachers shall be notified of any changes in their schedules as soon as practicable. Itinerant teachers who may be required to use their own automobiles in the performance of their duties and who are assigned to more than one school per day shall be reimbursed for inter-school travel at the current mileage allowance (See Section E). For teachers assigned to more than one building, time needed for such things as travel, lunch, planning, start up and clean up, and other job requirements shall be allowed for in arranging schedules. Such traveling teachers will attend staff meetings in the building utilizing the greater percentage of the teacher's time. If such meetings require travel from another building, reimbursement for such travel will be paid at the current mileage allowance.
- D-14.2 In the case of teachers employed prior to July 31, the original building assignment shall be made by the Executive Director of Human Resources as soon after initial appointment as practicable.
- D-15 TRANSFER: A "transfer" shall mean the movement of an employee from one building to another for 50% or more of his/her assignment.
- D-16 INITIATION AND APPROVAL OF TRANSFERS: A transfer may be requested by a teacher, a teacher's supervisor or by the Superintendent or his/her designee.
- D-16.1 The voluntary transfer of teachers during their probationary period will be discouraged.
- D-16.2 Final determination of assignments shall be made by the Superintendent of Schools through his designated representative.
- D-17 NOTIFICATION OF VACANCIES: A list of all vacancies by position and school, including those filled by temporary teachers, shall be compiled by the Executive Director of Human Resources and posted at least bi-monthly in all schools from April 15th to June 1st. From June 1st until July 15th, a list of current vacancies shall be posted weekly in the Human Resources Division. Under normal circumstances, employee initiated transfers will not be permitted after August 1st of each year.
- D-17.1 When practicable, the posting(s) will reflect specific requirements, qualifications, duties and responsibilities.
- D-17.2 Teachers who have voluntarily reduced to less than a 100% contract may request consideration for a 100% assignment by giving written notice to the Human Resources Division by April 15.

- D-18 FILLING VACANCIES: In considering teachers for transfer to a vacant position, the appropriate administrator will consider the following:
- a. Credentials held by applicants including academic preparation, experience, training, and work record.
 - b. Input from department or grade level teachers who will work with the teacher.
 - c. Skills desired for the position.

When there is more than one applicant for the position in question and all of the above criteria are essentially equal, priority shall be given to the applicant with the most seniority in the District.

- D-19 VOLUNTARY TRANSFERS: Members of Unit B may make application to the Executive Director of Human Resources for transfer to another position when a vacancy is posted. The employee shall provide the current principal with a copy of the application. Such request should include the reason(s) for making it. When unique needs or unusual circumstances would seem to require it, a member of Unit B may apply directly to the Executive Director of Human Resources for special transfer considerations, even when specific openings are not available or posted.

D-19.1 Written requests for transfer shall be filed in the Human Resources Division by the date specified on the notification of vacancies posted in the schools and/or the Human Resources Division. The Human Resources Division will acknowledge receipt of all requests and will inform each applicant in writing of the disposition of the request as soon as it is practicable. If the teacher wishes to know the status of his or her application, the information shall be provided upon request by the teacher. The employee may also request an interview with the principal or Executive Director of Human Resources for an explanation of the reason(s) for not being transferred as requested.

D-19.2 The Human Resources Division will send a list of employees requesting transfers to posted vacancies to those building principals where such vacancies exist.

- D-20 ADMINISTRATIVE TRANSFERS: A member of Unit B may be transferred for reasons other than stated in section D-21 upon the recommendation of the Superintendent of the School District from one school position or grade level to another within the School District if such transfer does not result in the assignment of the employee to a position of employment for which he/she is not qualified by virtue of academic preparation and certification.

D-20.1 When a teacher is being considered for administrative transfer, the teacher will be so notified and be informed of the reason(s) for such contemplated action and the factual support for the reason(s). The teacher may meet with the administrator considering the transfer to review the contemplated action. The reasons for the action, the factual support and the administrator's recommendation will be stated in writing.

D-20.2 The teacher may request that the Superintendent review the recommendation by giving written notice to the Superintendent within seven (7) days after receipt of the administrator's recommendation.

Upon receipt of a request for review, the Superintendent and a representative of the Association will meet with the teacher and the administrator involved to review the situation. The Superintendent will consider the concerns of all parties and make a final decision regarding the transfer.

D-20.3 Teachers being considered for administrative transfer effective with the beginning of an academic year will be notified of such action and the reasons therefore by April 15. Where unforeseen circumstances warrant transfer at another time, the teacher will be so advised promptly after the administrator makes the initial decision to consider transfer.

D-21 INVOLUNTARY TRANSFERS: When it becomes necessary to transfer teachers between schools because of a reduction of staff in a subject area(s) or a grade level(s), the building principal shall decide in which subject area(s) or grade level(s) such transfer shall occur. The building principal will seek volunteers in the affected subject area(s) or grade level(s) for transfer consideration. If the reduction is not accomplished by the transfer of a volunteer, the building principal will consider the following factors in determining the teacher(s) to be transferred or retained:

- a. Credentials held by teachers including academic preparation, experience, training, and work record and,
- b. Building curricular and co-curricular program needs and,
- c. Seniority and,
- d. Certification of teachers by the Colorado Department of Education and/or endorsement by the North Central Association or equivalent.

D-21.1 Each teacher transferred under this provision will be placed in a position for which he/she is qualified provided there is a vacancy. If no vacancy exists, the provision of D-22 shall govern.

D-22 REDUCTION IN FORCE: When it becomes necessary for the Board of Education to reduce the professional staff in Unit B, the Board of Education shall notify the Association of the intended reductions and the reasons therefore. As soon as practical after such notification, representatives of the Board and the Association shall meet to discuss the proposed reduction in force.

D-22.1 Announcement of the probable number of elementary and secondary personnel to be affected by the contemplated reduction in force will be made no later than March 15 of the school year. Announcement of the classifications and probable numbers to be affected will be made no later than May 15 of the school year. Notification of specific personnel affected by the reduction in force will contain the reason(s) for such reduction and will be made as soon as possible.

D-22.2 If the Board votes to reduce the number of certificated personnel, after consideration of Affirmative Action guidelines, the provisions of the Colorado Teachers Employment, Dismissal, and Tenure Act, and qualifications, reduction in force will occur in the following order:

- (a) normal attrition (retirements and resignations)
- (b) volunteers to take a leave of absence
- (c) termination of non-tenure personnel with strong consideration given to the inverse order of seniority
- (d) termination of tenure personnel as outlined in D-22.3

D-22.3 The following procedure will apply for the reduction of tenured personnel:

- (a) tenured teachers with the least seniority in the classification affected will be the first to be removed,
- (b) a tenured teacher removed under (a) will displace the teacher with the least seniority in a similar job classification within the District.
- (c) a tenured teacher who cannot displace another teacher in a similar job classification because he/she does not have sufficient seniority will displace the teacher with the least seniority within the District whose assignment he/she is qualified to perform, and
- (d) a tenured teacher displaced by another teacher under this procedure shall follow the same procedure in displacing another teacher.

D-22.4 Reduction in force personnel who wish to be considered for reemployment will provide written notification to the Executive Director of Human Resources which will include area(s) of qualification, position desired, address, and telephone number. Such information must be kept current by the individuals so affected. When position vacancies occur for which these individuals have the required qualifications, they will be notified and offered contracts, with strong consideration given to seniority.

D-22.4.1 A tenured teacher reduced in section D-22.3 who can become qualified for a vacancy which is identified prior to June 1, shall be given priority over a new hire in filling such vacancy provided he/she becomes qualified for the position on or before August 15 prior to the ensuing school year. The teacher will submit a letter of intent stating his/her plan, including timelines, for becoming qualified in the identified area(s). It is understood that upon completion of the qualification requirements a contract will be offered to the teacher for the ensuing school year. Tuition reimbursement provisions (E-45) will apply.

D-22.5 Personnel who are offered reemployment under these circumstances will have fourteen (14) calendar days from date of notification to accept or reject the offer. Personnel will forfeit their recall rights for reemployment if the offer of reemployment is rejected or if they fail to respond within fourteen (14) calendar days.

D-22.6 Reduction in force personnel will retain accumulated leave status (providing reimbursement for accumulated leave has not been made), position on the salary schedule, tenure status, and shall also have the option to maintain medical and life insurance at their own expense for a period not to exceed two years.

- D-22.7 No new certificated personnel will be hired for a period of two years unless all teachers dismissed due to a reduction in force have been given the opportunity to fill openings for which they have the necessary qualifications.
- D-22.8 For two years after being laid off teachers who have been laid off will be given priority in substitute assignments for positions for which they are qualified, except where a specific substitute is requested by the classroom teacher or administration. The sole remedy for a failure to call a teacher for a substitute assignment shall be the granting of an alternate assignment when it becomes available.
- D-23 **QUALIFICATIONS:** In the exercise of seniority in a reduction in force, the employee must have the qualifications necessary to perform the assignment involved. Qualifications shall include certification by the Colorado Department of Education and/or endorsement by the North Central Association or equivalent, and specific job qualifications and training where they are established prerequisites of the District. In cases when seniority considerations or an employee's qualifications, personal, or professional, are questioned, representatives of the Association and the employee concerned shall meet with the appropriate District administrator and the Executive Director of Human Resources to discuss the question. The employee will be subsequently notified of the decision by the Executive Director of Human Resources.
- D-24 **RESIGNATION AND REEMPLOYMENT:** An employee who resigns from the Boulder Valley Schools and later applies for a new appointment may count previous Boulder Valley experience at the rate of local credit, with the limitation that for each year of absence from Boulder Valley Schools, the person loses one year of local credit. The years of local credit that are subtracted may be added to experience outside of the District to the maximum of outside experience allowed (five years).
- D-25 **SUBSTITUTE TEACHERS:** A list of qualified substitute teachers shall be available at all times during the school year and shall be provided to the building principal for his/her and faculty use. Teachers may recommend to the Human Resources Division, from the approved list, the name of a specific substitute as a replacement during their absence. If that substitute is available, the Human Resources Division will honor that request.
- D-26 **STUDENT TEACHERS:** After consultation with the principal, a teacher may refuse the assignment of a student-teacher if, in the teacher's judgment, his classes will suffer from having a student teacher.
- D-27 **ADMINISTRATIVE POSITIONS:** Building faculty shall be included in the selection of building administrators as prescribed in Board policy.
- D-27.1 Lateral transfer of building administrators is exempt from this provision, however, committee recommendations are advisable.
- D-28 **LEARNING MATERIALS:** Learning materials that require Board approval shall be evaluated by a committee prior to adoption. The number of persons on the committee shall be determined by the Deputy Superintendent. At least two-thirds of the members shall be classroom teachers in the appropriate subject areas. The remaining members may be appointed by the Deputy Superintendent.

- D-28.1 Reference and supplementary materials may also be evaluated by a committee if the Deputy Superintendent determines it is advisable.
- D-28.2 The Board may accept or reject the learning materials selected by the evaluation committees or ask for further recommendations.
- D-29 CURRICULUM DEVELOPMENT: The Board of Education and the Association agree to a continuation and an expansion of the present policy of involving teachers in curriculum development.
- D-29.1 Released time and/or payment for such work shall be provided at the Curriculum Development rate.
- D-29.2 New programs and curricular changes will be preceded by appropriate in-service education of teachers. Materials and equipment to support such programs will be provided before the new program is scheduled to begin.
- D-30 PERFORMANCE CONTRACTING: The Board of Education agrees that no organization will be employed to provide any student instruction which would result in the dismissal of any teacher now employed.
- D-31 SALARY NOTIFICATION AND CHANGES: The Human Resources Division will provide all Unit B employees with a checklist of any items needed for their personnel file. This list will be initialed by a personnel clerk as each item is received. An incomplete checklist will constitute a reason for withholding a paycheck.
- D-31.1 If any employee has not been notified as provided in D-31, the employee shall receive a paycheck as soon as practicable.
- D-31.2 Each Unit B employee shall receive a letter or other written notification prior to a salary change explaining how the salary under each new contract or column change is to be computed; such letter or other written notification to be in the hands of the teacher at least one week prior to the effective pay date.

SECTION E: COMPENSATION

E-1 **COMPENSATION RATE:** All Unit B employees for whom a special schedule is not included herein shall have their salary determined from the teachers' salary schedule. The salary provided in the index appropriate for education and experience shall be for the 184 day contract (C-3). Each day of work in excess of the 184 days shall be compensated at 1/184 of the annual salary (provided for the 184 days) per day. Hourly rate shall be compensated at the daily rate divided by 7 except as otherwise established in this Agreement.

*E-1.1 Effective January 1, 1989, the base salary shall be \$19,190.

STIPENDS

E-2 **MILEAGE:** Effective January 1, 1989, employees required to use their own automobile, as discussed in Section D-14.1, shall be reimbursed at the rate of 27¢ per mile.

E-3 **CLASSROOM VACANCIES:** Assignment to classroom vacancies as discussed in Section C-13 shall be compensated at the rate of \$8.50 per hour or major fraction of an hour.

E-4 **CREDIT HOURS:** Credit for training as shown on the salary schedules in this Agreement is based on semester hours.

E-5 **ELEMENTARY CONTENT AREA REPRESENTATIVE COUNCIL:** Each member of the Elementary Content Area Representative Council shall be paid \$150 per contract year for regular attendance at council meetings and fulfilling the responsibilities of council representatives.

E-6 **CURRICULUM DEVELOPMENT:** Effective January 1, 1989, salary is determined on the basis of an hourly rate of \$15.00 per hour.

E-7 **INSERVICE EDUCATION RATE:** Effective January 1, 1989, salary is determined on the basis of an hourly rate of \$15.00 per hour.

E-8 **SPECIAL EDUCATION STIPENDS:** Teachers of self-contained educationally handicapped classes and self-contained educable mentally handicapped classes including resource rooms shall be paid \$300 per contract year in addition to their salary as determined by the regular salary schedule.

E-9 **CAREER STIPENDS:** Unit B employees' length of service will qualify them for a career stipend as shown on their respective salary schedules, provided they are on the B+48/M column or above.

E-10 **LIBRARIANS:** School librarians shall work a contract year of 184 days. In addition, each librarian may be granted up to four additional days to be arranged by the principal in cooperation with the librarian and with the approval of the appropriate District administrator.

*Identifies new or revised language.

E-11 COUNSELORS: Counselors who are full-time employees and are assigned to counseling fifty percent or more of their time shall work the counselors' work year and work day and be paid on the counselor salary schedule. Full-time employees whose counseling assignment is less than fifty percent shall have their work year, work day, and salary prorated for actual counseling and teaching time.

TEACHER SALARY SCHEDULE

January 1, 1989

Year	B	B+12	B+24	B+36	B+48 or M	M+12	M+24	M+36	M+48	D
1	1,000 19,190	1,020 19,574	1,040 19,958	1,060 20,341	1,080 20,725	1,100 21,109	1,120 21,493	1,140 21,877	1,160 22,260	1,160 22,260
2	1,060 20,341	1,080 20,725	1,100 21,109	1,120 21,493	1,140 21,877	1,160 22,260	1,180 22,644	1,200 23,028	1,220 23,412	1,220 23,412
3	1,120 21,493	1,140 21,877	1,160 22,260	1,180 22,644	1,200 23,028	1,220 23,412	1,240 23,796	1,260 24,179	1,280 24,563	1,280 24,563
4	1,178 22,606	1,196 22,951	1,226 23,527	1,264 24,256	1,323 25,388	1,351 25,926	1,380 26,482	1,409 27,039	1,439 27,614	1,506 28,900
5	1,274 24,448	1,293 24,813	1,323 25,388	1,361 26,118	1,419 27,231	1,448 27,787	1,476 28,324	1,506 28,900	1,536 29,476	1,602 30,742
6	1,351 25,926	1,371 26,309	1,400 26,866	1,438 27,595	1,496 28,708	1,525 29,265	1,554 29,821	1,583 30,378	1,613 30,953	1,680 32,239
7	1,410 27,058	1,429 27,423	1,459 27,998	1,498 28,747	1,556 29,860	1,586 30,435	1,615 30,992	1,644 31,548	1,674 32,124	1,742 33,429
8	1,450 27,826	1,468 28,171	1,498 28,747	1,537 29,495	1,596 30,627	1,625 31,184	1,654 31,740	1,684 32,316	1,714 32,892	1,781 34,177
9		1,510 28,977	1,537 29,495	1,576 30,243	1,635 31,376	1,664 31,932	1,693 32,489	1,723 33,064	1,753 33,640	1,821 34,945
10			1,576 30,243	1,615 30,992	1,674 32,124	1,703 32,681	1,733 33,256	1,762 33,813	1,792 34,388	1,860 35,693
11			1,620 31,088	1,654 31,740	1,714 32,892	1,742 33,429	1,772 34,005	1,800 34,542	1,830 35,118	1,899 36,442
12				1,700 32,623	1,752 33,621	1,781 34,177	1,811 34,753	1,840 35,310	1,870 35,885	1,938 37,190
13					1,800 34,542	1,821 34,945	1,850 35,502	1,879 36,058	1,909 36,634	1,977 37,939
14					1,840 35,310	1,870 35,885	1,889 36,250	1,918 36,806	1,948 37,382	2,016 38,687
15						1,910 36,653	1,940 37,229	1,958 37,574	1,988 38,150	2,055 39,435

*E-12

TEACHER SALARY SCHEDULE

January 1, 1989

Year	B	B+12	B+24	B+36	B+48 or M	M+12	M+24	M+36	M+48	D
16							1,980 37,996	2,010 38,572	2,040 39,148	2,110 40,491
17								2,050 39,340	2,080 39,915	2,150 41,259
18					35,910	37,253	38,596		2,120 40,683	2,190 42,026
19								39,940		2,230 42,794
20									41,283	
21					36,510	37,853	39,196			43,394
22								40,540		
23									41,883	
24					37,110	38,453	39,796			43,994
25								41,140		
26									42,483	
27										44,594

E-12.1 Guidelines for Outside Experience: Teaching experience in regular accredited public schools, state approved or recognized or accredited private K-12 schools, public or private junior colleges, colleges, universities and vocational-technical schools will count as credit on the teacher salary schedule on the basis of a one (1) year advancement on the schedule for each year of outside experience to a maximum of five (5) years.

E-12.2 Partial years of ninety (90) or more teaching days of such experience shall be counted as full years of experience in giving outside experience credit.

*Identifies new or revised language.

COUNSELOR SALARY SCHEDULE

January 1, 1989

Counselors salary shall be determined from the teacher salary base.

Salary schedule for counselors with no outside experience, or more than three years in Boulder Valley.

Year	M	M+12	M+24	M+36	M+48	D
1st	1,230	1,250	1,270	1,290	1,310	1,310
2nd	1,290	1,310	1,340	1,360	1,380	1,380
3rd	1,360	1,380	1,400	1,420	1,440	1,440
4th	1,487	1,517	1,548	1,578	1,608	1,681
5th	1,589	1,620	1,649	1,681	1,711	1,783
6th	1,671	1,701	1,732	1,763	1,793	1,866
7th	1,734	1,765	1,797	1,827	1,857	1,931
8th	1,776	1,806	1,838	1,869	1,899	1,973
9th	1,817	1,849	1,879	1,910	1,940	2,014
10th	1,858	1,890	1,921	1,951	1,981	2,055
11th	1,901	1,931	1,962	1,993	2,023	2,097
12th	1,942	1,973	2,003	2,035	2,065	2,139
13th	1,993	2,014	2,046	2,077	2,107	2,180
14th	2,033	2,067	2,087	2,118	2,148	2,222
15th		2,107	2,141	2,159	2,189	2,263
16th			2,181	2,215	2,245	2,321
17th				2,255	2,285	2,361
18th	39,613	41,033	42,453		2,325	2,401
19th				43,873		2,441
20th					45,217	
21st	40,213	41,633	43,053			47,443
22nd				44,473		
23rd					45,817	
24th	40,813	42,233	43,653			48,043
25th				45,073		
26th					46,417	
27th						48,643

Each day of work in excess of the 194 days shall be compensated at 1/194 of the annual salary (provided for the 194 days) per day. Hourly rate shall be the daily rate divided by 8 except as otherwise established in the Agreement.

Counselor's Index: $1.06 \times (\text{teacher's index} + 0.08)$ figured to the nearest 1/1000.

Length of Assignment: 190 days plus 4 days in-service Length of Day: 8 hours

*E-14

PSYCHOLOGISTS
AND
SOCIAL WORKERS

January 1, 1989

Year	M	M+12	M+24	M+36	SC or M+48	D
1	1.28	1.31	1.34	1.37	1.42	1.47
2	1.34	1.37	1.40	1.43	1.48	1.53
3	1.40	1.43	1.46	1.49	1.54	1.59
4	1.57	1.60	1.63	1.66	1.71	1.76
5	1.67	1.70	1.73	1.76	1.81	1.86
6	1.75	1.78	1.81	1.84	1.89	1.94
7	1.79	1.82	1.85	1.88	1.93	1.98
8	1.83	1.86	1.89	1.92	1.97	2.02
9	1.87	1.90	1.93	1.96	2.01	2.06
10	1.90	1.93	1.96	1.99	2.04	2.09
11	1.93	1.96	1.99	2.02	2.07	2.12
12	1.96	1.99	2.02	2.05	2.10	2.15
13	1.99	2.02	2.05	2.08	2.13	2.18
14	2.03	2.05	2.08	2.11	2.16	2.21
15		2.08	2.11	2.14	2.19	2.24
16			2.14	2.17	2.22	2.27
17				2.20	2.25	2.30
18	39,556	40,515	41,667		2.28	2.33
19				42,818		2.36
20					44,353	
21	40,156	41,115	42,267			45,888
22				43,418		
23					44,953	
24	40,756	41,715	42,867			46,488
25				44,018		
26					45,553	
27						47,088

Length of Assignment: 180 days plus 4 days in-service
Length of Day: 8 hours

E-14.1 Guidelines for Outside Experience: Outside experience to a maximum of five years for new personnel will be granted under the following guidelines:

1. Job related non-teaching experience must post date an MSW degree or MA degree in Psychology.
2. Experience must result from paid employment.
3. Experience must include K-12 school employment, and/or state, agency, or private clinic or hospital employment with responsibilities involving K-12 age students.

E-14.2 Partial years of ninety (90) or more teaching days of such experience or six (6) months or more of job related non-teaching experience shall be counted as a full year of experience in giving outside experience credit.

*Identifies new or revised language.

EXTRA PAY FOR EXTRA DUTY

January 1, 1989

E-15 Extra pay for extra duties and responsibilities shall be provided in accordance with the extra pay for extra duty schedule providing that such duties and responsibilities are in addition to a full teaching assignment. Teachers with released time or class time to assume assigned responsibilities will not be entitled to extra duty pay. Certification of teachers contracted for extra duty shall be by the building principal and the appropriate District administrator. Extra pay is determined by the extra duty assignment and the years of service in the assignment.

E-15.1 The minimum extra pay allowance (step 1) for extra duty is computed by multiplying the stated percentage by the base salary. Steps two through eight are computed by multiplying the stated percentage by the dollar amounts in steps two through eight in the BA column of the teachers salary schedule. The eight steps are experience steps.

E-15.2 Teachers newly appointed to an extra duty assignment shall be placed on step one. Teachers already employed in an extra duty assignment will be placed on the appropriate experience step. Experience in another extra pay assignment or in another school district does not apply.

E-15.3 Extra pay for extra duty may, under certain circumstances, be prorated between staff members. Approval for such pro-rata payment must be made in advance and in writing to the Division of Instruction. Under no circumstances will a pro-ration of less than .01 be permitted.

*E-15.4	JOB TITLE	LENGTH OF ASSIGNMENT	INDEX
	<u>Senior High Athletics</u>		
	Head Football Coach	Per Season	.1103
	Head Basketball Coach	Per Season	.1103
	Head Track Coach	Per Season	.0840
	Head Wrestling Coach	Per Season	.0840
	Head Baseball Coach	Per Season	.0814
	*Head Softball Coach	Per Season	.0814
	Head Ski Coach	Per Season	.0814
	Head Soccer Coach	Per Season	.0814
	Assistant Football Coach	Per Season	.0735
	Assistant Basketball Coach	Per Season	.0735
	Head Gymnastics Coach	Per Season	.0735
	Head Swimming Coach	Per Season	.0709
	Head Volleyball Coach	Per Season	.0709
	Head Softball Coach	Per Season	.0709
	Assistant Wrestling Coach	Per Season	.0630
	Assistant Baseball Coach	Per Season	.0630
	*Assistant Softball Coach	Per Season	.0630
	Assistant Track Coach	Per Season	.0630
	Assistant Ski Coach	Per Season	.0630
	Assistant Soccer Coach	Per Season	.0630
	Head Cross Country Coach	Per Season	.0630
	Head Tennis Coach	Per Season	.0630

*Identifies new or revised language.

Head Golf Coach	Per Season	.0630
Assistant Volleyball Coach	Per Season	.0525
*Assistant Swimming Coach	Per Season	.0525
Assistant Gymnastics Coach	Per Season	.0473
Assistant Cross Country Coach	Per Season	.0394
<u>Senior High Activities</u>		
Yearbook Sponsor	School Time	.0420
Schools with enrollment over 1000	After School	.0998
Newspaper Sponsor		
Minimum 8 issues (or equivalent)	School Time	.0158
	After School	.0263
Minimum 16 issues (or equivalent)	School Time	.0263
	After School	.0473
Minimum 24 issues (or equivalent)	School Time	.0368
	After School	.0683
Minimum 32 issues (or equivalent)	School Time	.0473
	After School	.0893
Yearbook Sponsor	School Time	.0263
Schools with enrollment less than 1000	After School	.0683
Choir Director		.0683
Director of Musical		.0683
Band Director	Per Year	.0578
Forensics Director - 11 or more meets	Per Year	.0578
Forensics Director - 6-10 meets		.0420
Pep Club and Cheerleader sponsor		.0525
Director of Full-length Play		.0525
Student Council Sponsor	w/o released time	.0473
Secondary AV Director	w/o released time	.0473
VICA, PBL, FBLA, FHA, DECA, HERO	40 hours	.0473
Sponsors	non-school time	
Radio Sponsor	Minimum 30 programs	.0473
Thespian Sponsor		.0473
Marching Band Director	Minimum 5 public performances	.0315
Orchestra Director		.0420
Stage Technical Assistant	40 hours	.0315
non-school time		
Student Activity Director	Per Year	.0315
National Honor Society Sponsor	40 hours	.0315
	non-school time	
Assistant Band Director	40 hours	.0263
	non-school time	
Assistant Choir Director	40 hours	.0263
	non-school time	
*Color Guard	40 hours	.0263
	non-school time	
*Percussion Instructor	40 hours	.0263
	non-school time	
*Assistant Marching Band Director	40 hours	.0263
	non-school time	

*Identifies new or revised language.

Senior Class Sponsor		.0210
Junior Class Sponsor		.0210
Sophomore Class Sponsor	3 year school	.0158
Sophomore Class Sponsor	4 year school	.0105
Freshman Class Sponsor	4 year school	.0105
One-Act Play Director	Per Play	.0105
Assistant Full-Length Play Director/ Musical		.0105
Intramurals	40 hours	.0263
<u>Middle Level Athletics</u>		
Head Football Coach (8th & 9th grades)	Per Season	.0590
Head Basketball Coach (9th grade)	Per Season	.0551
Head Track Coach (9th grade)	Per Season	.0551
Head Wrestling Coach (9th grade)	Per Season	.0551
Head Baseball Coach (9th grade)	Per Season	.0551
Head Soccer Coach (9th grade)	Per Season	.0551
Head Volleyball Coach (9th grade)	Per Season	.0551
Head Field Hockey Coach (9th grade)	Per Season	.0551
Head Softball Coach (9th grade)	Per Season	.0551
Head Basketball Coach (8th grade)	Per Season	.0473
Head Track Coach (8th grade)	Per Season	.0473
Head Wrestling Coach (8th grade)	Per Season	.0473
Head Baseball Coach (8th grade)	Per Season	.0473
Head Soccer Coach (8th grade)	Per Season	.0473
Head Volleyball Coach (8th grade)	Per Season	.0473
Head Field Hockey Coach (8th grade)	Per Season	.0473
Head Softball Coach (8th grade)	Per Season	.0473
Assistant Coach	Per Season	.0315
<u>Middle Level Activities</u>		
Band Director	Minimum 50 hours non-school time	.0473
Choir Director	Minimum 50 hrs. non-school time	.0473
FHA Sponsor (state affiliated)	Minimum 40 hrs. non-school time	.0473
Director of Full-length Play/Musical Orchestra Director	Minimum 50 hrs. non-School Time	.0420 .0368
Newspaper Sponsor	School Time	.0158
	After School	.0315
Yearbook Sponsor	School Time	.0158
	After School	.0368
Student Council Sponsor	School Time	.0158
	After School	.0315
One-Act Play Director	Per Play	.0105
A.V. Director	w/o released time	.0368
Intramurals	Per Season	.0289
	40 hr. program	
Pep Club and Spirit Group Sponsor	Per Year	.0210
	May divide at 1% each	
Middle Level Intramural Director	40 hours	.0315
	non-school time	
Assistant Director of Full-Length Play/ Musical		.0105

ELEMENTARY LEVEL ACTIVITIES

Effective September 1, 1988, each elementary building will be allocated 120 hours of extra duty time to be paid at the rate of .0289 of the BA base salary for a 40-hour program. The use of these hours will be determined by the building principal in consultation with the faculty. The activities which may be considered are:

- a. Choir Director
- b. School Newspaper Sponsor
- c. Student Council Sponsor
- d. Intramurals
- e. Director of Play
- f. Director of Musical

*OUTDOOR EDUCATION

Teachers responsible for the supervision of students in the District Sixth Grade Residential Outdoor Education Program and who remain overnight shall receive .0045 of the BA base salary per night. This amount shall be in addition to the teacher's regular pay and shall apply only to teachers designated by the building administrator.

DEPARTMENT CHAIRPERSON

E-16 Chairpersons who do not receive released time as provided in C-10.3 may be compensated as follows: if, in addition to the department chairperson there is one, two or three persons - \$400; four persons - \$450; five persons - \$500; six persons - \$550; seven persons - \$600; eight persons - \$650; nine persons - \$700; ten persons - \$750; eleven persons - \$800; twelve or more persons - \$850. ("Persons" means FTE or major fraction thereof.)

Team leaders will be compensated with a stipend of \$750.

*Identifies new or revised language.

*VOCATIONAL-TECHNICAL SALARY SCHEDULE
January 1, 1989

Vocational-Technical salaries shall be determined from the Teacher's Salary base.

Yrs.	VC	VC+20	VC+40	V+60	V+80	VC+100	VC+120	VC+B +12	VC+B +24	VC+B +36	VC+B +48		VC+M +12	VC+M +24	VC+M +36	VC+M +48	VC+D
											or VC+M	VC+M					
1	1.00	1.02	1.04	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.28	1.28	1.28
2	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.28	1.30	1.32	1.34	1.34	1.34
3	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.28	1.30	1.32	1.34	1.36	1.38	1.40	1.40	1.40
4	1.19	1.21	1.23	1.25	1.27	1.29	1.31	1.33	1.35	1.37	1.39	1.41	1.43	1.45	1.47	1.47	1.47
5	1.26	1.28	1.30	1.32	1.34	1.36	1.38	1.40	1.42	1.44	1.46	1.48	1.50	1.52	1.54	1.54	1.54
6	1.33	1.35	1.37	1.39	1.41	1.43	1.45	1.47	1.49	1.51	1.53	1.55	1.57	1.59	1.61	1.61	1.61
7	1.40	1.42	1.44	1.46	1.48	1.50	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.68	1.68
8	1.46	1.48	1.50	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.72	1.74	1.74	1.74
9	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.72	1.74	1.76	1.78	1.80	1.80	1.80
10	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.72	1.74	1.76	1.78	1.80	1.82	1.84	1.86	1.86	1.86
11		1.65	1.67	1.69	1.71	1.73	1.75	1.77	1.79	1.81	1.83	1.85	1.87	1.89	1.91	1.91	1.91
12			1.71	1.73	1.75	1.77	1.79	1.81	1.83	1.85	1.87	1.89	1.91	1.93	1.95	1.95	1.95
13				1.76	1.78	1.80	1.82	1.84	1.86	1.88	1.90	1.92	1.94	1.96	1.98	1.98	1.98
14					1.81	1.83	1.85	1.87	1.89	1.91	1.93	1.95	1.97	1.99	2.01	2.01	2.01
15						1.86	1.88	1.90	1.92	1.94	1.96	1.98	2.00	2.02	2.04	2.04	2.04
16							1.91	1.93	1.95	1.97	1.99	2.01	2.03	2.05	2.07	2.07	2.07
17												2.05	2.07	2.09	2.11	2.11	2.11
18											38,788	39,940	40,323		2.15	2.16	2.16
19														40,707		2.20	2.20
20															41,859		
21											39,388	40,540	40,923			42,818	42,818
22														41,307			
23															42,459		
24											39,988	41,140	41,523			43,418	43,418
25														41,907			
26															43,059		
27																44,018	44,018

34

Work Year: 184 days

Related Work Experience: Effective January 1, 1980, add .04 index points for each year up to six (6) years (maximum of .24)

One year = 2000 hours.

QUALIFICATIONS AND REQUIREMENTS OF VOCATIONAL - TECHNICAL CENTER TEACHERS

E-18 MINIMUM QUALIFICATIONS: Instructors in Vocational and Technical Education must meet the requirements for a Vocational Credential for the particular field of training as determined by the Colorado State Board for Community Colleges and Occupational Education.

E-18.1 Vocational-Technical Center instructors without a Bachelor's Degree will be encouraged to work toward a Bachelor's Degree and complete all courses as required by the State Vocational Plan of the Colorado Board for Community Colleges and Occupational Education.

E-18.2 All Vocational-Technical instructors will be required to meet in-service training requirements and to complete the necessary studies to keep their credentials and/or teaching certificates in force.

E-18.3 SALARY REQUIREMENTS

- 1) A Vocational-Technical Center instructor will start at the index location on the Vocational-Technical Center salary schedule that corresponds with his/her level of academic achievement and years of teaching experience, plus additional index points for work experience. The Vocational-Technical Center instructor shall be given credit for outside teaching experience up through five years.
- 2) Additional work days beyond the 184 day contract year for Vocational-Technical Center instructors and 194 day contract year for Vocational-Technical Center counselors shall be compensated on the basis of their regular salary computed on a daily basis.
- *3) Instruction by a Vocational-Technical Center instructor in curriculum development shall be compensated at the rates as provided in Section E-6.
- 4) Released time needed for Vocational-Technical Center instructors to visit high schools, vocational-technical schools, and businesses shall be approved within normal District guidelines.
- 5) Department Chairmen in the Vocational-Technical Center will receive a yearly amount of \$125.00 for each full-time teacher or full-time equivalent in the Department including the Chairman. The extra pay is to compensate for time required "outside" of regular school hours in carrying out responsibilities assigned by the Vocational-Technical Center Principal. A full-time teacher or equivalent is considered a teacher with a total of six (6) periods of assigned classes daily.
- 6) The Vocational-Technical Center instructor will be compensated for his/her applicable work experience above the bachelor's degree or for a non-degree instructor above two years of work experience.

- 7) Guidelines for outside experience. Teaching experience in regular accredited public schools, state approved or recognized or accredited private K-12 schools, public or private junior and community colleges, colleges, universities, vocational-technical schools, state approved post secondary vocational schools and proprietary schools that are approved by the State Board for Community Colleges and Occupational Education or the similar state agency if from outside Colorado, will count as credit on the Vo-Tech Salary Schedule to a maximum of five years for new personnel employed on or after the beginning of the 1974-75 school year.
- 8) Partial years of ninety (90) or more teaching days of such experience shall be counted as full years of experience in giving outside experience.

GROUP INSURANCE

- *E-19 HEALTH, HOSPITALIZATION AND LIFE INSURANCE: The Board of Education will pay the employee premium for Health, Hospitalization and Life Insurance plans (in effect during 1989) in the amount of \$93.92 per month for the year 1989. In the event of any increase in premium the District will pay such additional premium only during 1989.
- E-20 LONG-TERM DISABILITY INSURANCE: The Board of Education shall pay the full premium for a Long-Term Disability Insurance plan at least comparable in benefits to the plan provided in 1979 and will continue such payment for the duration of this Agreement.
- E-21 DENTAL INSURANCE: The Board of Education shall provide a Dental Insurance plan at a maximum of \$16.24 per month per employee.
- E-22 PLAN CONTENTS: The contents of the Health, Hospitalization and Life, Long-Term Disability, and Dental plans shall be mutually agreed upon by the Association and the Board of Education.
- E-23 LIABILITY INSURANCE: A liability insurance policy in the usual form shall be 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 shall be provided to the Association.
- E-24 INSURANCE COMMITTEE: During the term of this Agreement either party may request up to two meetings per year to meet and confer regarding general contractual insurance matters. Additional meetings may be held upon mutual agreement of the parties. Each party may appoint two representatives for these discussions. The District Insurance Consultant may be requested to attend such meetings.
- E-25 PERA AND WORKMEN'S COMPENSATION: PERA and Workmen's Compensation as established by the statutes of the State of Colorado shall be provided members of Unit B by the Boulder Valley School District.

*Identifies new or revised language.

SICK LEAVE

- E-26 Subject to the provisions hereinafter set forth, leave with pay will be granted all permanent employees who are not able to render service due to illness, quarantine, temporary disability, (including pregnancy, childbirth and recovery therefrom), serious illness 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.
- E-26.1 Sick leave for personnel who average four or more working hours per day will accrue on the following basis:
- 183 to 200 contract day employee - 10 days per year
 - 201 to 220 contract day employee - 11 days per year
 - 221 to 243 contract day employee - 12 days per year
- E-26.1.1 Sick leave will accrue without limit. Sick leave will accrue on a proportional basis for part-time employees working less than a full day and/or a full year.
- E-26.1.2 Anyone on leave, without pay, will retain sick leave accumulated but will not accrue further sick leave until he/she returns to work at which time his/her sick leave will begin accruing on the first day of the current month and accrue at the regular rate.
- E-26.1.3 Accumulated sick leave earned while in the employ of former school districts now comprising Boulder Valley School District No. Re 2, shall be retained by all employees who have continuously been employed by the Boulder Valley Re 2 School District.
- E-26.2 Provided sick leave is available, an employee who adopts a child less than five (5) years of age, will be granted the use of his/her sick leave to a maximum of thirty (30) days. Such leave shall be allowed at the time of the adoption for one parent in the event both parents are employees of the District.
- E-26.3 An employee may be required to provide a statement of physical condition from a qualified physician and to present such report of the illness to the appropriate supervisor following absence of more than five cumulative days or in cases where there is reason to question the validity of such illness. The employee may also be required to have a written report from a qualified physician showing that he/she is physically capable of doing the work required of his/her position when the employee returns from sick leave. Cost of such required physical examination or statements shall be borne by the District.

- E-26.4 For an absence of one-half working day or less due to illness, quarantine or disability, a deduction of one-half day sick leave will be made; for an absence of more than one-half day, a full day's deduction will be made. Employees who work on an hourly basis will have their sick leave accumulation charges recorded in hours. A teacher must count a planning period the same as an instruction period when considering the number of periods in a full day or half day.
- E-26.5 An employee who does not serve his/her complete contract year will have the number of sick leave days deducted that corresponds to the pro-rata share of working days missed by the employee, except in cases of retirement, death or other such circumstances beyond the control of the employee. If an employee does not have enough sick leave accumulated, salary for the number of days not covered will be deducted from his/her final paycheck. This provision does not apply to those on leave granted by the District.
- E-26.6 A covered employee who is absent due to serious illness in his/her immediate family, may have such absence charged to his/her accumulated sick leave. "Immediate family" as used here shall be interpreted to include husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents or grandchildren of employee or any relative living in the immediate household of the employee. Exceptions to this interpretation will be made by the immediate supervisor and the Executive Director of Human Resources only in very unusual cases.
- E-26.7 After the accumulated sick leave has been used the employee will receive no pay for additional working days if absent because of illness, quarantine, disability, or bereavement. Deduction shall be made from his/her salary in an amount equal to his/her annual salary divided by the number of actual working days in the employee's year.
- In cases where hardship occurs due to the expiration of sick leave benefits, the employee may appeal to the Executive Director of Human Resources for consideration of additional sick leave. Such request for additional sick leave shall not be unreasonably withheld.
- E-26.8 ADDITIONAL SICK LEAVE: If due to the employee's illness or disability the employee is absent continuously for more than ten (10) consecutive working days after his/her accumulated sick leave has been used, additional sick leave 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.
- E-26.8.1 A maximum of 31 additional sick leave days will be granted to a teacher within any one school year.

PAYMENT FOR UNUSED SICK LEAVE

- *E-27 An employee who resigns, retires or is reduced in force will receive payment for unused sick leave days as follows:

<u>Years of Full-time Service</u>	<u>Percentage of BA Base Salary Per Diem</u>
6-10	30%
11-15	40%
16-20	50%
21-25	60%
26 and above	75%

*Effective July 1, 1989, 6-10 years of full-time service above is deleted from this section.

- E-27.1 If an employee was hired prior to January 1, 1982, and is on an extended contract (more than 184 days), he/she may utilize the provisions for payment for unused sick leave effective in the 1981 Agreement if it is to his/her advantage to do so.
- E-27.2 In the event of death of an employee, payment of accumulated sick leave shall be made to the employee's estate. Such payment shall be at the employee's current per diem rate of pay.

INJURY LEAVE

- E-28 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 Workmen's Compensation Act.
- E-28.1 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 for Workmen's Compensation benefits within two working days in the Insurance Office.
- E-28.2 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 workmen's 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.
- E-28.3 After the end of the described thirty (30) work days, the employee has two options:

*Identifies new or revised language.

- 1) He/she may use accumulated sick leave and be paid at his/her full salary less the amount of Workmen's Compensation pay. In such cases the absence is charged against the employee's accumulated sick leave on a prorated basis.
- 2) He/she may accept only Workmen's Compensation pay in which case sick leave will not be charged.

E.28.4 In cases where the insurance carrier fails to assume any liability, all absences may be charged under the regular sick leave provisions.

BEREAVEMENT LEAVE

E-29 When death occurs in an employee's immediate family, he/she shall be granted three (3) working days off with pay for the time lost from work. The definition of "immediate family" for as used here shall be interpreted to include husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents or grandchildren of employee or any relative living in the immediate household of the employee. Any additional days will be charged to accumulated sick leave.

PERSONAL LEAVE

E-30 Upon notification to the principal or immediate supervisor, employees covered by this Agreement shall be authorized two days of personal leave with pay during each school year. It is intended that personal leave shall not be used for seeking other employment or recreational purposes.

E-30.1 Personal leave may be granted just prior to or just subsequent to any holiday or vacation period or during the first or last week of school for special or unique circumstances subject to the prior approval by the Executive Director of Human Resources. The cost of these days will be deducted from the absentee's pay at a rate equal to the daily substitute teacher rate plus \$5.00 for each day used.

In the event an unforeseen emergency occurs requiring the teacher to use a personal leave day, or a teacher is willing to use personal leave because professional leave is not available for an activity that will result in professional growth, the teacher may, upon approval of the Executive Director of Human Resources, use personal leave without loss of pay.

E-30.2 A teacher may accumulate one day of unused personal leave so that in any one given year a maximum of three days of personal leave may be utilized. Any other unused personal leave days will be cumulative as sick leave days.

E-30.3 Other absences. If other absences required for good and sufficient reasons are requested, the Executive Director of Human Resources may grant such leave with a deduction(s) at the appropriate daily rate. Such requests must receive approval prior to the absence.

RELIGIOUS HOLIDAY LEAVE

- E-31 Individual members of Unit B who desire to observe religious holidays which occur on regularly scheduled school days may apply for such leave under any of the following provisions:
1. Use of current unused personal leave with pay up to the maximum of two (2) days.
 2. Use of up to three (3) days of religious leave with pay, provided such days are made up by arrangement with the respective principals and are used for regular job-related activities.
 3. Use of up to three (3) days of religious leave without pay.
- E-31.1 Applications for such leave must be made in advance and must specify which of the above provisions is being utilized.

MISCELLANEOUS SHORT ABSENCES

- E-32 TIME OFF TO VOTE: Employees who are qualified to vote will be given time off, without loss of pay, for the purpose of voting. Arrangements for such absences must be made in advance with the employee's immediate supervisor.
- E-33 JURY DUTY: Employees who are ordered to serve on jury duty will be granted time off with pay for court appearances. Employees whose pay is continued by the District during jury duty shall reimburse the District in amount of remuneration provided by the Court.
- E-34 COURT APPEARANCES: Employees who are subpoenaed to appear in court on a matter that involves the employee's capacity as a District employee shall be granted time off with pay for court appearances.
- E-34.1 Employees who are subpoenaed to appear in court as witnesses shall be granted time off with pay upon presentation of court notice for such appearance(s). If such appearance(s) result(s) in payment of a fee by the court, such fee shall be paid to the District up to the amount of the employee's daily rate of pay from the District.
- E-34.2 Time off for court appearances on personal legal matters may be charged to personal leave up to the maximum two days provided. If more than an employee's available personal leave time is needed, the employee shall pay for the substitute time needed. Personal leave time need not be used for absences of less than one-half day if arrangements are made with fellow employees as provided in C-13.1.
- E-35 MILITARY LEAVE
- E-35.1 MILITARY SERVICE: Any teacher who is unable to perform the terms of an employment contract because of entry into military service as defined by the Selective Service Act of 1967, should notify the Human Resources Division, in writing, immediately upon receiving orders to report for military duty. Copies of such orders shall be submitted to the Human Resources Division. A teacher who applies for reinstatement within the time periods provided by law will be reinstated.

E-35.2 MILITARY TRAINING LEAVE: Teachers belonging to Guard or Reserve Units will be allowed to take up to fifteen (15) calendar days per year of time off from the regular duties for such military training. A leave not to exceed fifteen (15) calendar days per year shall be without any loss of pay provided that the teachers on such military leave shall turn over to the district payment received for such services.

EXTENDED LEAVES OF ABSENCE

- E-36 RETURN RIGHT-REPLACEMENT: Upon request made at the time of leave application, the employee shall be returned to his/her former assignment provided the total duration of the leave is one (1) year or less. Such assurance would not be available if circumstances prohibit it. When a teacher requests to return to his/her former assignment, the individual employed to fill a vacancy created by the leave of absence shall be employed on a temporary basis.
- E-37 NOTIFICATION: An employee of the District whose leave of absence expires at the end of the fall semester shall notify the District of his/her intent to return by no later than December 1st. An employee of the District who is on leave during the spring semester and whose leave expires prior to the beginning of the following school year shall notify the District by April 15th of intent to return. Failure to so notify the District will result in termination unless there are mitigating circumstances which would make such notification impossible.
- E-38 LEAVE OF ABSENCE FOR IMPROVEMENT OF HEALTH: Leaves of absence for improvement of health of the employee only may be granted upon written application for a period not to exceed two years.
- E-39 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 will be granted a leave of absence without pay if the governmental service requires the employee to be absent from his duties in the District.
- E-39.1 Daily salary deductions for this purpose shall be based on the actual salary of the employee divided by the number of scheduled work days for the employee for a specific year. If the governmental service requires daily part-time absence, salary deduction shall be prorated.
- E-39.2 For the purpose of this policy, full-time campaigning in one's behalf shall be construed as governmental service.
- E-40 EXTENDED ABSENCES FOR PERSONAL REASONS: Extended absences for personal reasons, not to exceed one year in length, may be granted without pay to certificated tenure employees. An extension of such leave may be granted at the discretion of the Board of Education. In no event will a single leave exceed two years in length. A personal leave request is subject to the following conditions:
1. APPLICATION: 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 December 1 of the semester preceding the leave. An employee requesting an extended leave of absence for 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 April 15 of the year preceding the leave.

2. Approval must be recommended by the Superintendent and other administrative officials concerned.
3. The Board of Education must approve the application.

E-40.1 PARENTAL LEAVE: Extended absences for newborn child care or adoptive child care, generally not to exceed one year in length, may be granted without pay to certificated employees (including non-tenured) according to the above conditions.

E-41 LEAVE FOR PROFESSIONAL STUDY: Upon the recommendation of the Superintendent, the Board of Education will consider the application of any full-time certificated employee for a leave of absence without payment of regular salary for one quarter, one semester or one year for the purpose of professional study. Such employee must have a minimum of five years of satisfactory and uninterrupted service in the Boulder Valley Schools. Only in exceptional instances will extensions of such leaves be granted and in no event will a single leave exceed two years in length.

E-41.1 For the purposes of this provision, neither military leave nor sick leave shall be interpreted as having interrupted service. Previous leave for travel or professional study or for the improvement of health, leave for exchange teaching, or miscellaneous personal leaves of extended length constitute interruption of service.

E-41.2 LEAVE FOR PROFESSIONAL STUDY: APPLICATION: The application for a leave for professional study shall be filed in the office of the Executive Director of Human Resources no later than April 15 or November 1 preceding the term it is desired that the leave become effective. The application will be immediately referred to the appropriate District administrator for consideration and processing. The application should include a description of the program which the applicant plans to pursue during the absence, as well as a statement of the employee's commitment to return to active service with the Boulder Valley Schools for at least one year. Failure to return for at least one year from a leave shall obligate the employee to refund any monies received under Section E-41.3 unless mitigating circumstances are accepted by the Board of education as reason for waiving this obligation. In determining his/her recommendation to the Board of Education, the Superintendent of Schools will consider: a) the extent of the applicant's professional study, growth and contributions during his/her term of service with the Boulder Valley Schools, b) the extent to which study will contribute to the cultural and technical qualifications of the employee for his/her work in the Boulder Valley Schools and c) the length of uninterrupted service in the Boulder Valley School.

E-41.3 LEAVE FOR PROFESSIONAL STUDY: SCHOLARSHIP: An eligible employee placed upon a leave of absence for professional study may apply to the Board of Education for a scholarship of \$750 for one academic quarter, \$1000 for one academic semester, or \$2000 for a full academic year. Those persons who receive a scholarship shall execute a scholarship agreement with the Board of Education which shall include the following terms:

- 1) As a condition of receiving the scholarship the teacher must satisfactorily complete all academic work or research projects in his/her program of study.

- 2) The teacher shall provide the Superintendent of Schools with a transcript of grades upon receipt of the same, and will provide any additional reports or information as may be reasonably required by the Superintendent.
- 3) The teacher shall agree to return to the District following the leave of absence and to enter upon and perform the services of a teacher or administrator for a period of at least one year. Should the teacher fail to do this, all sums paid shall immediately become due and payable from the teacher to the School District. If the teacher is unable to complete the required year of service because of illness or disability not due to his/her own negligence, the teacher will have an additional period of time following recovery from such illness or disability to complete the year of service required.
- 4) Scholarship recipients shall be reimbursed at the beginning of each term of study at the institution at which they are duly enrolled.
- 5) Salary increments or reductions and tenure rights will accrue to the employee while he/she is on leave for professional study.

E-42 VOCATIONAL EDUCATION PROFICIENCY LEAVE: Upon the recommendation of the Superintendent, the Board of Education will consider the application of any full-time vocationally credentialed employee for leave of absence without payment of regular salary for one semester or one year for the purpose of increasing vocational proficiency. For the purpose of this provision, eligible employees include those credentialed teachers teaching in Board-approved programs at the Vocational Technical Center or in Home Economics or Business Education programs in the regular high school. Such employee must have a minimum of 5 years of satisfactory and uninterrupted service in the Boulder Valley Schools. For each 1,000 hours of work done under this provision, .02 index points will be granted on the salary schedule, up to a maximum of .04 index points per year.

E-43 MILITARY LEAVE FOR ACTIVE SERVICE: Any full-time employee of the District who enlists in or is inducted into the armed forces will be granted a leave of absence without pay. He/she will retain the status of probation or tenure he/she had achieved prior to his/her entry into the service. The District will require written notice from the employee of his/her intention to resume employment six months before the date he/she wishes to reenter the employment of the District.

E-43.1 The provisions of this leave and the accompanying benefits will automatically expire if the employee does not give the District written notice of his/her intention to resume employment within six months after his/her eligibility for separation from the service, or after the termination of the emergency, whichever is earlier. The District reserves the right to revoke or deny extension of leave to an employee remaining in military service beyond the compulsory period.

E-44 LEAVE RIGHTS: A member of Unit B on a leave of absence will accrue seniority rights as if on active service to the District. Except as provided in E-41.3 for Professional Leave, salary increments will not accrue for an employee on a leave of absence. Subject to the provisions of insurance policies, an employee on leave of absence may purchase medical and dental insurance at the current group rates.

TUITION REIMBURSEMENT

- E-45 During the term of this Agreement, \$75,000 will be allocated annually for the use of tuition reimbursement. Any Unit B employee with a regular contract who has completed one year of satisfactory service and who has been notified of reemployment for the succeeding year and who is not on leave of absence may apply for reimbursement of tuition incurred in study for credit at an approved institution (North Central or equivalent) of higher learning if such course is applicable to his/her teaching fields or related fields and is satisfactorily completed. Such reimbursement will be granted for a maximum of three semester hours (or equivalent) per college term and ten semester hours (or equivalent) during the summer term unless approval for more is obtained in advance from the appropriate level executive director. Tuition reimbursement shall be made for study at any Colorado state supported institution of higher education. For study at any other institution of higher education, tuition reimbursement shall not exceed the tuition rate for the corresponding term at the University of Colorado at Boulder.
- E-45.1 In order to receive reimbursement, employees must submit proper documentation of successful course completion and payment to the Human Resources Division within 90 days of completion of the course. Requests must be submitted no later than April 15 or October 15 of each year.
1. Requests submitted prior to April 15.
 - a. Seventy-five (75) percent of the approved request will be paid between April 30 and May 31. The remaining twenty-five (25) percent of the approved request will be dealt with together with requests submitted by the October 15 deadline.
 2. Requests submitted after April 15 and prior to October 15.
 - a. All approved requests under this section will be aggregated after the October 15 deadline.
 - b. In the event the total of approved requests is within the dollar limitation, all approved requests will be paid in full.
 - c. In the event the total of approved requests exceeds the dollar limitation, payments will be prorated.
 - d. In the event proration results in amounts of less than \$5.00, the sum of such prorations will be carried forward and added to the subsequent calendar year allocation.
- E-45.2 Any individual employee who has already received \$1500 under this policy is ineligible to receive more until approved requests of all other eligible applicants have been made and in no case will an employee be granted more than \$1500 in any one five-year period.
- E-45.3 Unit B employees on leave of absence shall not be eligible for tuition reimbursement.
- E-45.4 Request for special consideration may be submitted by persons for whom unusual circumstances have been created by the adoption of this policy.

PROFESSIONAL GROWTH

- E-46 Unit B members are encouraged to attend professional conferences at which opportunities for personal growth and improvement of professional competencies of themselves and others are presented. The Board of Education agrees, within budget limitations, to provide funds for a limited number of Unit B members to attend such conferences with the prior approval of their principal, and appropriate District administrator. Travel, meals, lodging, member rate registration fees, released time and cost of substitute shall be deemed appropriate expenses, unless otherwise mutually agreeable.
- E-46.1 Responsibility for the administration of professional growth conference requests lies with the appropriate District administrator.
- E-46.2 Two committees, one for secondary and another for elementary staff, shall be established to review applications and recommend participants to the appropriate administrator. Each committee shall include two teachers, appointed by the appropriate assistant District administrator and two by the Association. The appropriate District administrator shall also appoint a principal to his/her level committee.
- E-46.3 The Board of Education agrees that released time will be provided for members of Unit B to visit schools and industries as approved by their principal and the appropriate administrator in a further effort to encourage professional growth experiences.

PROGRAM DEVELOPMENT

- E-47 Members of the professional staff shall be provided opportunities to attend curriculum and instruction conferences as dictated by program development needs.
- E-47.1 Responsibility for the administration of the program development conference request lies with the District administration.
- E-47.2 Content Area Representative Councils shall assist in the determination of program needs and in the selection of participants at such conferences. This council shall develop, with the assistance of the administration, the guidelines and procedures to be used in carrying out its responsibility.

CHANGE OF PAY STATUS

- E-48 College or university credit earned after January 1, 1980, to be used for horizontal movement on the salary schedule shall be earned at an approved institution (North Central or equivalent) of higher learning and such course(s) must be applicable to the individual's teaching or related educational fields.
- E-48.1 It shall be the teacher's responsibility to initiate a request for horizontal increases in salary due to additional hours of training credit. Requests shall be made to the Human Resources Division on a change of pay status request form which can be obtained from the school office or the Human Resources Division.

Course grade slips shall be accepted as verification of the successful completion of course work and must accompany the request, provided official transcripts are submitted to the Human Resources Division no later than 60 days following the submission of the course grade slip.

- E-48.2 Requests for salary increase for additional credit must be in the Human Resources Division by October 1 for salary credit beginning in the first semester. For a salary increase to begin in the second semester, the change of pay request must be in the Human Resources Division by February 15.
- E-48.3 Academic credit on the teacher salary schedule shall be granted for successful completion of District programs or courses that have been identified as qualifying for credit by the District's administration.

VOLUNTARY EARLY RETIREMENT PLAN

- E-49 A one-time allowance ranging from 100% (of the highest annual salary in the last five years) at age 55 to 0% at age 70 will be paid as provided in sections(s) E-49.5 and/or E-49.6. The final annual salary shall be the employee's basic schedule or contracted annual rate (bonuses, extra-duty, overtime, etc. excluded). The payment for early retirement is as follows:

<u>Age</u>	<u>Percent of Salary</u>	<u>Age</u>	<u>Percent of Salary</u>
55	100	63	42
56	96	64	29
57	92	65	15
58	86	66	12
59	79	67	9
60	72	68	6
61	63	69	3
62	53	70	0

- E-49.1 The employee must be 55 years of age or older and actively employed by the District as defined in section A-5 at the time of electing early retirement.
- E-49.2 The employee must have a minimum of fifteen (15) years of uninterrupted service in the District immediately prior to early retirement. Leave approved by the Board of Education is not an interruption of service; however, time accrued as a result of an approved leave will not be credited toward the fifteen-year minimum. Exceptions to this requirement in cases of brief periods of interruption may be made with approval of the Superintendent of Schools.
- E-49.3 Any employee who leaves the District before reaching age 55 cannot claim entitlement after reaching age 55.

E-49.4 NOTIFICATION DATES

E-49.4.1 For early retirement at the end of the school year, notification of the intent to retire must be filed in writing with the Executive Director of Human Resources by the preceding April 15. A written notification of the installment plan (E-49.6) and the form of payment (E-49.7) must be filed by June 1 with the same person.

E-49.4.2 For early retirement at the end of the first semester, notification of the intent to retire must be filed in writing with the Executive Director of Human Resources by the preceding October 15. A written notification of the installment plan (E-49.6) and the form of payment (E-49.7) must be filed by November 1 with the same person.

E-49.5 UNUSED SICK LEAVE BENEFIT: Employees under this early retirement plan are to be reimbursed for their unused sick leave days at the rate in effect under paragraph E-27 at the time of early retirement.

E-49.6 Should the employee elect early retirement, early retirement payments and payments for accumulated unused sick leave will be made in one, two, three, four or five annual installments. The first payment will be made in February following the official retirement date and all subsequent annual installments in succeeding Februaries.

E-49.7 The employee may direct that the District purchase an annuity in his/her name. Such annuity must be purchased from a District-approved company.

E-49.8 The participant will receive in total the payment percentage benefit according to his/her age on the effective date of retirement. For example, if the participant has a birthday and becomes 59 years of age on August 31, and the date of retirement is August 31, the participant will receive the percentage listed for 59 years of age.

E-49.9 An employee who takes a regular or early retirement under PERA with at least ten (10) years service with Boulder Valley Schools, may continue Group Health Insurance coverage at the employee's expense.

E-49.10 Any employee electing early retirement may continue family dependent medical coverage at the employee's expense. All payments for dependent coverage must be made monthly in advance. Further, should the employee fail to prepay dependent coverage, such coverage will be irrevocably cancelled.

E-49.10.1 In the event of employee death prior to having received full retirement payment and/or sick leave reimbursement, the employee's designated beneficiary will receive the remaining balance. The beneficiary must be designated at the time of early retirement. Any proposed changes in beneficiary must be provided in writing. In cases where the designated beneficiary has deceased, the payment will be made to heirs at law. Payment will be made in accordance with the established schedule.

- E-49.10.2 Early retirement for all eligible personnel can become effective only on two dates, August 31 and January 31.
- E-49.10.3 Any change in benefits as may be deemed appropriate by the Board of Education shall not apply to individuals currently in early retirement, unless specifically made applicable by Board of Education action.
- E-49.10.4 The retired employee must provide the Personnel Department with a correct, current mailing address at all times.
- E-49.10.5 Any employee electing early retirement relinquishes all future employment rights in Boulder Valley Re-2 District.
- E-49.10.6 Any employee electing early retirement does so voluntarily and must sign a statement acknowledging that the decision is entirely at the employee's option, is voluntary in nature, and is not coerced by the employer.
- E-49.10.7 Retired employees interested in part-time employment must make application in writing to the Executive Director of Human Resources. Availability of part-time employment may be limited. The Executive Director of Human Resources will be responsible for all assignments.

SECTION F: PRIVILEGES & FACILITIES

- F-1 **ASSOCIATION PRESIDENT'S SALARY:** The Board of Education agrees, subject to conditions below, that the president of the Association, while he/she is officially representing the Unit as the bargaining agent during the year, shall be relieved of his/her teaching duties without loss of salary, seniority, or fringe benefits. A replacement shall be hired and the Association shall compensate the District for the salary and PERA cost of the replacement, to be determined by computing the average salary of newly hired Unit B personnel that year who were not on contract for the prior academic year. The Association president shall work with the temporary replacement to the extent that the educational program in his/her classes is not seriously disrupted. The president shall also submit to the Deputy Superintendent, upon his/her request, a report covering his/her activities relative to the improvement of the District instructional program and/or his/her contributions toward the solution of teacher personnel problems.
- F-1.1 The person employed to the Association president's position shall be employed a temporary basis and the employee who is on "leave as Association president" shall have the privilege of returning to his/her former assignment unless circumstances would prohibit it, or if accepting a different assignment.
- F-2 **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.
- F-2.1 The Association shall have the exclusive use of a bulletin board in each faculty lounge. If the Association building representative and the principal agree that this bulletin board is inadequate the principal will provide additional space on the office bulletin board. The building representative shall be responsible for the BVEA material appearing on bulletin boards.
- F-2.2 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.
- F-3 **BOARD MEETING INFORMATION:** The Board agrees to make available to the Association the complete "information packet" prepared for each Board meeting. This shall be prepared at the same time as it is for Board members. If there are last minute additions to the packet, the Association shall be informed of such additions and they shall also be available.
- F-4 **PROFESSIONAL LEAVE FOR ASSOCIATION BUSINESS:** The Board shall grant to the Association 100 days paid leave for its representatives to attend workshops,

conferences, and other activities of the Association and its state and national affiliates (BVEA days). Requests shall be processed through the Association. Additional leave days may be granted to the Association by the Superintendent provided the expense of the substitute(s) shall be paid by the Association.

F-4.1 The amount of leave is to be allocated to individual members at the discretion of the Association, except that if in the judgment of the principal repeated absences of an individual teacher are harmful to the education of the students affected, the principal may recommend in writing to the BVEA President and the appropriate assistant superintendent that these days be limited for that teacher.

F-4.2 The Board recognizes that members of Unit B should be encouraged to seek election or appointment to CEA and NEA office or offices of their affiliates. Leave taken to serve in such official capacity shall not be charged to the number of leave days referred to in F-4.1. Requests for such leave must be submitted before seeking the office and approval received from the building principal and appropriate assistant superintendent. If approved, such time released will be with pay provided compensation is not otherwise provided and shall not exceed ten (10) days per academic year.

F-5 PAYROLL DEDUCTION: The District agrees to deduct from each teacher's salary an amount to cover Association dues and PACE contributions which each teacher voluntarily authorizes to be deducted. The District will transmit the amount so deducted and so authorized to the Treasurer of the Association. The Association will provide the District with a copy of each form authorizing such deductions.

F-5.1 LUMP SUM OR MONTHLY INSTALLMENTS: Individual teachers may elect to have the annual Association dues deducted in a lump sum or in twelve (12) equal monthly installments by indicating same on the form provided for that purpose and transmitting same to the District.

F-5.2 HOLD HARMLESS: The Association agrees to save 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 Treasurer of 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 attorneys' fees and costs.

F-5.3 ASSOCIATION NOTIFICATION: The Association shall notify the District Payroll Office in writing, of the current rate of membership dues to be applied with respect to any dues deductions set forth in this Article. Any such notification must be submitted by the 10th day of the month that the new rates are effective, or such other date as mutually agreed upon.

F-6 VISITING SCHOOLS: Association members and others acting in their behalf shall be permitted 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.

- F-7 BUILDING MEETINGS: The Association faculty 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 teachers in the building.
- F-8 DISTRICT INFORMATION: The Board agrees to make available to the Association in response to requests information including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all Board meetings, pupil enrollment figures, and names and addresses of all teachers.
- F-9 TEACHER FILES: Each member of Unit B shall have the right to review the contents of his/her personnel file, whether in the central office or the school building, excepting however, any confidential references given at the time of employment. At the employee's written request, a representative of BVEA may accompany the teacher in such review.
- F-9.1 No material or complaint of a derogatory nature will be placed in the file or used as part of a teacher's evaluation unless such material or complaint shall be signed by the person(s) making such derogatory allegations or by the appropriate administrator. Anonymous complaints will not become a part of a teacher's personnel file or record.
- F-9.2 Such records of complaints and any statements relating to a teacher's conduct, service, character or personality shall not be placed in either a teacher's building personnel file or in the District Personnel File without so informing the teacher and giving him/her an opportunity to attach a reply or comments to the complaint or statement(s).
- F-10 TEACHERS' FACILITIES: Each school will have the following facilities:
- a) Storage space and work space for each teacher. The Board shall not be held to be the insurer of the teachers' personal belongings stored in such space.
 - b) Well-lighted, well-ventilated, clean teacher restrooms.
 - c) There shall be a furnished lounge and an equipped workroom provided for teachers in each school. Plans to provide such space where it is needed shall be initiated. Whenever physical facilities permit, as determined by the school planner, and unless the faculty by majority vote opposes necessary alterations, faculty workrooms and lounges shall be separate.
 - d) The District shall supply Personnel Directories to all school building offices for staff use and to teachers who request one from the principal in writing by September 30. Such directories shall contain the phone numbers and addresses of all District schools; and a list of all District personnel by school ordered by

alphabet with assignment; and an alphabetical listing of all district personnel with assignment, address, spouse's name (where appropriate), and telephone number (where not restricted).

- e) The District shall supply all members of Unit B with individual copies of the Negotiated Agreement no later than 20 teaching days after final ratification. Extra copies desired by the Association shall be provided at the Association's expense.
- f) The District shall provide an activity ticket free of charge to each teacher for admission of two (2) persons to events that occur in the cluster schools in which he/she teaches. The teacher may purchase an additional activity ticket for admission of two (2) persons to non-cluster events, at a cost of eight dollars (\$8.00) per ticket.
- g) Every reasonable effort will be made to provide parking space for each faculty member.
- h) A telephone for teacher use for school business and/or necessary private business shall be provided in all buildings. Such telephones are not to be used for long distance calls unless arrangements are made through the building principal. It is recognized that physical limitations of existing buildings may limit the privacy of such facilities.

F-11 SALARY LETTER: the District shall supply the information below to Unit B employees no later than May 15 of each year. If a computer malfunction occurs, this date may be waived, but such letter shall be in the hands of teachers prior to the close of the school year.

- New Salary
- Total Accumulated Sick Leave
- Total Years in the District
- Degrees and Hours on Record
- Date Next First Aid Requirement is Due
- Date Certificate has to be Renewed
- Type of Certificate Held

F-12 LEAVE ACCOUNTING: When regular reports are developed on absences requiring substitute teachers they shall be made available to the Association. Such reports shall include:

- Sick Leave
- Personal Leave
- Professional Leave (BVEA days)
- District In-Service
- Administration-Initiated Meetings

SECTION G: GRIEVANCE PROCEDURE

- G-1 DEFINITIONS: A "grievance" shall mean a complaint by a member or group of members of Unit B that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement, or of any policy concerning terms and conditions of employment. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee or in case of dismissal procedures or other matters governed solely by the Employment, Dismissal and Tenure Act of 1967 as it now exists or may hereafter be amended.
- G-1.1 The written grievance shall refer specifically to the provisions(s) of this Agreement or policy as referred to in G-1.1, which it is alleged has been violated, misinterpreted or unreasonable or inequitably applied and shall specify the remedial action requested. A grievance which does not contain this information may be summarily denied.
- G-1.2 A "grievant" is the employee or employees in Unit B making the claim.
- G-1.3 A "party in interest" is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.
- G-1.4 "Day" or "days" where used in this Grievance Procedure shall mean, unless otherwise indicated, working days for members of Unit B.
- G-1.5 "LEVEL" as used in this Grievance Procedure shall mean the separate and distinct stages to be followed in sequential order in the processing of grievances.
- G-1.6 "Association" where used in this Grievance Procedure shall mean the recognized negotiating organization for Unit B.
- G-2 PURPOSE: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the problems which may, from time to time, arise. Both parties to this Agreement agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- G-3 PROCEDURE: Grievances should be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum and a good faith effort shall be made to expedite the process. The time limits may be extended by mutual agreement. No grievance shall be recognized by the Association or the Board of Education unless it shall have been filed in writing at LEVEL ONE within fifteen (15) days after the aggrieved knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered waived. If a grievance is filed which might not be finally resolved at LEVEL FOUR under the time limits set forth herein prior to the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practicable.

- G-3.1 If, in the judgment of the Association, a grievance affects a group of Unit B members and two or more principals or no principal, the Association may submit such a grievance in writing to the appropriate level executive director or assistant superintendent and the processing of the grievance shall begin at LEVEL TWO.
- G-3.2 No grievance may be filed regarding any matter for which the method of review is prescribed by law or in which the Board of Education is without authority to act.
- G-3.3 Neither the Board of Education nor any member of the administration will take reprisals of any nature against any grievant, party in interest, Association representative, or any other participant in the Grievance Procedure because of participation in the Grievance Procedure.
- G-3.4 During the processing of a grievance through the various levels of the procedure, timely filing must be made or the grievance will be considered waived.
- G-3.5 If a member of Unit B elects to pursue any legal or statutory remedy for a grievance, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of this Grievance Procedure.
- G-3.6 All written or printed matter dealing with any grievance will be filed separately from any other records maintained by the District and will not become a part of the personnel file of any grievant.
- G-3.7 The Board of Education will make available to any aggrieved person and/or representative(s) all pertinent information not privileged under law in its possession and control and which is relevant to the issues raised by the grievance.
- G-3.8 The rights and professional reputation of all parties in interest are to be protected by all means possible and the interruption of classroom activities and the involvement of students are to be avoided wherever possible in all phases of the Grievance Procedure.
- G-3.9 The filing or pendency of any grievance shall in no way operate to interfere with the right of the Board of Education and/or the administration to continue the contested action.
- G-3.10 When it is necessary for employees of the District to attend a meeting or hearing called to resolve a grievance, such employees shall be provided released time without loss of pay for such time as their attendance is required at such meeting or hearing subject to the following limitations:
 - Level One -The grievant, and if requested, one Association representative and/or not more than one other employee.
 - Level Two -The grievant, the Association representative and not more than two other employees.
 - Level Three -The grievant, the Association representative and not more

than two other employees.

- Level Four -The grievant, the Association representative and such number(s) of other witnesses as may be mutually agreed to by both parties.

Notification to such employees' immediate supervisor will be made by the appropriate level administration. Necessary arrangements will be made to avoid interruption of the regular school duties of such employee(s).

- G-4 INFORMAL CONFERENCE: Prior to the filing of a grievance at LEVEL ONE the employee shall discuss the matter with his/her immediate supervisor in an effort to resolve the issue(s) informally. The aggrieved person (1) may request that the Association's representative or some other person be in attendance or, (2) may request that the Association's representative or some other person act in the employee's behalf. If the informal conference cannot be held before the deadline for filing at LEVEL ONE, the deadline shall be extended to a mutually agreed upon date.
- G-5 LEVEL ONE: If not resolved informally, the grievant may file the grievance in writing with the immediate supervisor. The written grievance will state the nature of the grievance, the provision(s) of the agreement or any policy concerning terms and conditions of employment allegedly violated, and the relief requested. The immediate supervisor will provide a written answer and the basic reason(s) therefore to the grievance within five (5) days and will provide a copy of that decision to the Association, the grievant, the Executive Director of Human Resources, and the appropriate District administrator.
- G-6 LEVEL TWO: If the grievance has not been resolved at LEVEL ONE, it may be appealed in writing by the Association to the appropriate level Executive Director or assistant superintendent within five (5) days after receipt of the written decision from LEVEL ONE.
- G-6.1 The Executive Director or assistant superintendent and/or representative(s) will meet with the aggrieved person and/or representative(s) within five (5) days of the receipt of the written grievance from the Association in an effort to resolve the grievance.
- G-6.2 Within five (5) days after hearing the grievance, the Executive Director or assistant superintendent will render a written decision including the basic reason(s) therefore and either present it or send it by U.S. mail to the Grievant and to all parties in interest officially present at the hearing, as well as to the President of the Association.
- G-7 LEVEL THREE: If the grievance has not been resolved at LEVEL TWO, or if no decision has been rendered in writing within five (5) days after the hearing, and the Association deems to do so, the grievance may be appealed to the Superintendent within five (5) days after receipt of the written decision or the five (5) day period in which no decision was rendered.
- G-7.1 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.

G-7.2 Within ten (10) days after hearing the grievance, the Superintendent or his/her representative will render a written decision including the reason(s) therefore and either present it or send it by U.S. mail to the Grievant and to all parties in interest officially present at the hearing, as well as to the President of the Association.

G-8 LEVEL FOUR: If the grievance has not been resolved at LEVEL THREE, or if no decision has been rendered in writing within ten (10) days after the Superintendent or his representative heard the grievance, and the Association deems to do so, the Association may demand arbitration. Such demand must be made within ten (10) days after receipt of the Superintendent's or his representative's response or the ten (10) day period of no response. Within ten (10) days of the demand for arbitration, the Board and/or representative(s) and the Association and/or representative(s) will select an arbitrator. In the event the parties are unable to agree on an arbitrator, selection shall be made in the manner provided by the current Negotiations Procedure for selecting a mediator.

G-8.1 The arbitrator will have the authority to hold hearings and make procedural rules. All hearings held by the arbitrator shall be in closed sessions and no news release shall be made concerning progress of the hearings.

G-8.2 The arbitrator will submit a written report not more than fifteen (15) days after the last hearing date or if hearings have been waived, not more than fifteen (15) days after receipt of briefs filed in the case. Copies of the report will be sent to the Association, the Board of Education and the Grievant and will set forth findings of fact, reasoning, conclusions and recommendations on the issue(s) submitted. The arbitrator shall not amend, take away, add to, or change any of the provisions of this Agreement and may consider only the issue(s) submitted in writing by the Board and the Association. The arbitrator's decision(s) shall be based solely on the interpretation of the terms of this Agreement and shall be advisory only and binding neither on the Association nor the Board of Education.

G-8.3 Within ten (10) days of the receipt of the arbitrator's report, a meeting between Association and Board representatives will be held to discuss the report. No public release may be made until after such meeting. Each party will advise the other of its position on the arbitrator's decision and the reasons therefore.

G-8.4 The Board shall take official action on the report of the arbitrator not later than thirty (30) days after receipt of the arbitrator's recommendations.

G-8.5 The costs for the services of the arbitrator, including per diem expenses, necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.

G-8.6 Either party may request that an official stenographic record of the testimony at the hearings be made. The party requesting such record shall pay the costs thereof except that if the other party shall request a copy of any transcript, it shall share the entire cost of making the stenographic record.

SECTION H: ADVISORY COUNCIL

- H-1 TEACHERS' ADVISORY COUNCIL: The Teachers' Advisory Council shall continue for the purpose of improving communications and providing an opportunity for the discussion of items of concern to teachers and to the administration.
- H-1.1 The function of the Council is advisory. As a result of agenda items discussed, the Council shall make recommendations to the Superintendent of Schools, deputy superintendent, or appropriate assistant superintendent for their consideration.
- H-1.2 The Council shall be composed of 11 members of Unit B and 4 administrators; 4 elementary classroom teachers, 4 secondary classroom teachers, and 3 specialists, of which one must be a Special Education Specialist; 1 elementary principal, 1 secondary principal, 1 central office administrator, and the Superintendent of Schools or his designee. The Association vice-president shall serve as an ex-officio member. Such membership to be effective September 1, 1977.
- H-1.3 Teacher members of the Council shall be selected by the organization representing Unit B for a 2 year term. The term of Unit B members shall be staggered so that approximately 50% of the members carry over from one year to the next.
- H-1.4 The Chairperson of the Teachers' Advisory Council shall be elected by the Council from the teacher membership. The operating rules shall be established by the Council.
- H-1.5 Meetings shall be held once monthly September through May according to the schedule set by the current members of the Council and the Superintendent. Meeting dates may be changed or additional meetings scheduled when necessity requires, by mutual agreement.
- H-1.6 Items for the agenda are to be written and mailed to the Council chairperson and the Superintendent for inclusion on the agenda. Minutes will be kept and distributed appropriately. The Council shall consider only those items that have not been or cannot be resolved through proper administrative channels. Items shall not be included on the agenda if they are in the process of negotiations or in any step of the grievance procedure. The fact that any item is on the agenda or has been considered by the Council does not mean that it cannot also be proposed for the negotiations package by either the Board or the negotiating unit. Items may be added to the agenda at any meeting by majority vote of the Council.
- H-1.7 The administration shall respond to the Council on the status of any recommendation made by the Council within 20 days or at the next regularly scheduled Council meeting, whichever is first.
- H-1.8 Agenda items may be submitted by a certificated employee or group of certificated employees providing the item or items meet the qualifications for the agenda as established above.

H-1.9 Inquiries concerning duplication of record lists or the gathering of data where administrative guidance might be needed should be submitted to the appropriate department head in writing, with a copy to the Superintendent. The department head shall within five (5) days respond to the inquiry in writing, either supplying the information or indicating what would be involved in obtaining the information and suggesting a time and procedure.

SECTION I: PROFESSIONAL RELATIONSHIPS

- I-1 **FACULTY AFFAIRS COMMITTEE:** If a building faculty established a Faculty Affairs Committee, the principal shall attend meetings when requested by the committee (given adequate notice) and respond to questions and recommendations posed by the committee.

- I-2 **BUILDING AND REMODELING PLAN:** Professional personnel affected by new facilities shall be represented on advisory planning committees. Teachers may recommend to the appropriate assistant superintendent a committee of representatives from among their number to serve on these committees. The assistant superintendent will select at least two thirds of the teacher members for each such committee from the list submitted. The teachers serving on such committees shall be given released time as determined by the assistant superintendent to perform duties related to the committee's work. Final plans and specifications shall be available to the committee for review and recommendations. Before final approval by the Board of Education, the assistant superintendent shall meet with the committees to consider their questions and recommendations concerning the final plans, and shall inform the Board of them. It is understood that recommendations from such committees are advisory only.

- I-3 **SCHOOL VISITATION:** Principals and counselors shall confer with the teacher before scheduling parent conferences, except in cases of emergency.
 - I-3.1 A teacher at his/her discretion may bar a visitor from his/her classroom until a conference is held with the principal. This provision is not intended to discourage parents of children in a classroom from visiting the classroom.

- I-4 **OTHER MATTERS:** Teacher concerns not covered in Section G-1 should be discussed with the principal or appropriate supervisor and then may be filed with the Association, and the Association shall have the right to meet with the appropriate principal or supervisor in an effort to resolve the issue.

SECTION J: FUTURE CONFERENCE AND TERM

- *J-1 This Agreement shall be in full force and effect from its execution to and including December 31, 1989. Further, this Agreement shall automatically continue in full force and effect annually from year to year unless either of the parties hereto shall terminate the same in accordance with the procedures outlined in J-2.
- J-1.1 If either party shall desire to change any of the provisions of this Agreement, it shall give written notice as outlined in B-3.
- J-1.2 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.
- J-2 TERMINATION OF AGREEMENT: Ten (10) or less 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) 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.
- J-2.1 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 Education
Association, representing
the teachers of Boulder
Valley School District
Re2

Board of Education of the
Boulder Valley Schools

by: Willis M. Guerin
President
BOULDER VALLEY EDUCATION
ASSOCIATION

by: Karen L. Sandstead
President
BOARD OF EDUCATION
BOULDER VALLEY SCHOOL
DISTRICT NO. Re-2

DATE December 20, 1988

DATE December 22, 1988

*Identifies new or revised language.

ADDENDUM

LIMITED TERM/TEMPORARY CONTRACT:

Limited term/temporary contracts may be used for employment of non-tenured teachers at the careful discretion of the administration. Under normal circumstances their primary uses include:

1. Contractual arrangements for all individuals employed in less than a full-time basis.
2. Contractual arrangements for individuals employed to replace a member of Unit B who is on a leave of absence.
3. Contractual arrangements for members of Unit B employed on or after the first day of the school year.
4. Contractual arrangements for members of Unit B employed to serve in a specially funded project and/or pilot program.

When limited term/temporary contracts are used the following conditions shall govern:

1. A teacher employed on a limited term/temporary contract will have his/her employment expire at the end of the term set forth in his/her contract. A teacher so employed will waive the right to automatic renewal unless he/she is completing his/her third year of qualified employment. A teacher on limited term/temporary contract will receive non-renewal notice at the end of the third year of employment.
2. Time accumulated by a teacher employed pursuant to a limited term/temporary contract will count for the acquisition of tenure, provided that such accumulated time would otherwise qualify the teacher for tenure under the Colorado tenure statute.
3. Once a teacher receives a regular contract, his/her seniority shall originate from the date the teacher first reported for work, including the time on a limited term/temporary contract, provided the teacher was employed for at least four (4) clock hours per day and the service is not interrupted.
4. Positions held by limited term/temporary teachers will be posted according to the provisions of D-16.

Employees who are hired under limited term contracts and who distinguish themselves by outstanding performance as reflected in their formal written evaluation reports, shall receive priority consideration for regular teaching positions in the District when compared to other limited term contract teachers and new hires.

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