

**BVEA BVSD Negotiations Spring, 2009
District Mediation Proposal 9/17/09**

*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 July 1, ~~2008~~**2009**, between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

A-3.1 *Current contract language*

B-5 MEETINGS: Formal negotiations meetings between the parties shall be conducted in closed sessions. For ~~2008-09~~**2009-10** the first session to discuss ~~a professional salary schedule and language~~ issues shall be held no later than January 15th and end by ~~April 4~~**May 7th and will be limited to seven sessions total.** During any session, either party may caucus in a closed meeting. ~~For the 2008-09 negotiations session a mediator will be preselected by March 15th if the parties anticipate impasse by April 1.~~ Mediation and fact finding shall be conducted in closed sessions.

B-6.1 PROCEDURE FOR IMPASSE: In the event that tentative agreement cannot be reached on all items under negotiation, by the negotiation teams, or negotiations have not been concluded by ~~April 4~~**May 7th**, unless extended by mutual consent, an impasse shall exist, and the following procedure shall be followed:

B-6.1.1- B-6.1.8 *Current contract language*

Section C: Duties of the Employee (New)

Staff feedback to Building Administration: To maintain highly effective schools and to increase communication between Unit B employees and administration, the BVEA and the BVSD have agreed to implement an annual building survey. This online survey will be administered by the BVSD Department of Planning and Assessment and will meet the following criteria:

- The survey will include three open-ended questions:
 1. What is working well in your school?
 2. What are areas of concern?
 3. What thing, if changed, would most improve the success of your school?
- The survey will be made available to all Unit B employees for a three week window of time from 1st Monday of December.
- The results of the survey will be shared only with the specific building administrator for personal and professional growth and to be used as he or she feels appropriate.

C-18 ASSIGNMENT OF SPECIALISTS

Added the category ILC – Multi/Autism 1:10 All levels for caseload review numbers

E-1.1 Effective September 1, ~~2008~~2009, the base salary shall be ~~\$33,518~~ **\$33,853**.

For the 2009-10 school year, all Unit B employees will have the option to work the equivalent of two additional contract days at no less than 2 hour segments. A plan that addresses the time schedule and the program will be determined and approved for each building by the principal in collaboration with the staff. This additional time will include participation in professional development programming addressing students with special needs. The additional time will be paid at the hourly per diem or daily rate.

For 2009-10, the parties understand that the Colorado Legislature has required the district to create a Fiscal Emergency Restricted Reserve that may be available to the district upon approval of the Legislature in late January, 2010. If all or a portion of these reserve funds become available to the District, the parties agree to reopen negotiations to determine additional compensation for Unit B employees based on a 55% share of the reserve funds after all required transfers are allocated to Charter schools and the Colorado Preschool Project, unless restrictions on the funds as defined by law prohibit it's use for compensation. The negotiations for compensation will be initiated and concluded no later than 15 work days from the release of any Fiscal Emergency Restricted Reserve funds. If the Colorado Legislature does not release the full funding available, the parties will determine the transitional compensation items to be partially or fully implemented during the 15 work day negotiation period. All transitional compensation items will be implemented on a full contract year cost.

The District will maintain a Section 125 Medical Flexible Spending Account between January 1, ~~2009~~ 2010 and December 31, ~~2009~~2010. Open enrollment will be held November 1-30, ~~2008~~2009. Employees who are active on November 30, ~~2008~~2009 and complete an enrollment form by November 30, ~~2008~~2009, will receive a dollar for dollar matching contribution up to a maximum of \$120 from the District on the January, ~~2009~~2010 payroll.

Employees who have participated in the BVSD Flexible Spending plan in 2007 or later, may request, in writing, to receive the \$120 district Flexible Spending Account contribution on the January ~~2009~~ 2010 payroll without making a contribution themselves.

E-2 Employees will be paid their salary in twelve (12) monthly installments on the last business day of each month, except for December when employees will be paid on the last workday. ~~New employees may request a voluntary pay advance of \$600, \$1200, \$1800 or \$2400 for the month of August of their first contract year in accordance with IRS tax rules.~~ **All Unit B employees will receive their first paycheck on the last business day in August and their last paycheck on the last business day in July beginning with the 2010-2011 contract year.**

E-12 For the ~~2008-09~~ school year, one time dollars will be distributed as follows:

Special Education teachers will receive an additional \$400 stipend.
Occupational/Physical Therapists will receive a \$700 stipend.

E-20 HEALTH, HOSPITALIZATION AND LIFE INSURANCE: The District will pay at least the employee premium for eligible employees for at least one Health and Dental plan approved by the Board of Education . For ~~2008-09~~**2009-2010**, the minimum monthly contribution for Kaiser is ~~\$353.85~~, the minimum contribution for Great West is ~~\$404.36~~ and the minimum contribution for Dental insurance is ~~\$35.94~~. **\$430 per employee per month to the health fund for health coverage. The district will contribute \$36 per month for dental coverage.**

The District agrees to pay ~~contribute the above~~ **contribute the above** the employee premiums **amounts** for June, July and August for covered employees who are working or are on paid leave or on leave covered under the Family and Medical Leave Act (FMLA) on their last scheduled work day of the school year.

\$20,000 Life Insurance will be provided to eligible employees at no cost to the employee.

E-20.1 Employees will be offered an Employee Assistance Program as a component of the overall cost of the health benefit package.

~~DELETED SECTION E-25.2 PERA SICK LEAVE CONVERSION~~

~~When the State Legislature and the Governor approved HB 1458 in July 1, 2000, school districts were given the option of allowing employees to convert accrued unused sick leave for the purpose of calculating the highest average salary (HAS) in determining PERA benefits. Our district has elected to allow eligible employees to make such conversions under the requirements provided in the statute. This contract language is subject to change as PERA guidelines change. A partial list of guidelines follows:~~

Eligibility

- ~~1. An employee must be eligible to retire under PERA (50 years of age as of June 30 and at least 25 years of service, 55 years of age as of June 30 and at least 20 years of service, 60 years of age as of June 30 and at least 5 years of service).~~
- ~~2. An employee must be hired in Boulder Valley Public Schools (BVPS) prior to July 1, 1988.~~
- ~~3. An employee must have more than 360 hours of accrued sick leave.~~
- ~~4. The eligibility period for this benefit is between February 1, 2001 and June 30, 2005.~~

Conversion Plan Components

- ~~1. An employee may convert into salary for PERA purposes all or a portion of his/her accrued sick leave in excess of 360 hours.~~
- ~~2. Any amount of accrued sick leave not converted in "1" above will be paid in accordance with the applicable negotiated Agreement or school district policies when the employee resigns/retires from BVPS. This payment is not included as salary for PERA purposes.~~
- ~~3. An employee electing to convert accrued sick leave must do so before retirement.~~

~~Eligible employees may elect to convert sick leave once each fiscal year in March. The District retains the sole discretion with regard to the interpretation and applications of the provisions of this conversion option.~~

E-26 ANNUAL LEAVE

E-26.1 Effective with the 1996-97 work year, annual leave days will not accrue from one year to the next except as provided in section E-26.2. Each full-time contracted employee shall be allocated twelve (12) days of annual leave at the beginning of the current contract year.

*E-26.1.1 An employee who is hired to work less than 187 days in a school year or who has less than a full time assignment shall receive annual leave on a pro-rata basis.

E-26.1.2 In the event that an employee's contract is terminated prior to the termination date stated on the contract and the employee has used more days than he/she has accrued, an hourly pro-rata reduction will be made on the final paycheck to the employee, except in cases of death or other such circumstances beyond the control of the employee.

***E-26.2 Annual leave days will accumulate up to a maximum of 25 days beyond the 12 days accrued each year. By June 1 of each year, each employee who wishes to be paid for up to 12 annual leave days shall designate in writing on the appropriate school district form the number of unused days to be paid that contract year. Otherwise, the annual leave days will accumulate up to a maximum of 25 days. Any annual days above 25 at the end of the school year will be automatically paid in July.**

Upon separation from the district, an employee will be paid up to a maximum of 37 annual leave days.

E-26.3 Each July, each employee shall receive a payment at the starting substitute teacher daily rate for all annual leave days above 25 paid as defined in E-26.2. Annual leave days that are included in the July payment are not carried over to the next contract year.

E-26.4 An employee intending to use annual leave shall notify the school district's substitute calling system at least five (5) days prior, when possible, to the day(s) on which such leave is taken.

E-26.5 An employee who exhausts his/her annual leave may, at the discretion of the Executive Director of Human Resources or designee, be granted additional days of leave without pay. Extended leaves of absence may be requested under sections E-36 through E-41.

E-26.6 Except as provided in section E-26.7, the accrued sick leave balance for each employee will be frozen at the level in place as of June 7, 1996. An employee who resigns, retires or is reduced in force on or after June 7, 1996, will receive payment for the frozen unused sick leave days as follows:

Years of Full-time Service as of June 7, 1996	Rate Paid for Each Day Accrued as of June 7, 1996
<u>0</u> 11 - 15	\$48.86
16 - 20	61.08

21 - 25	73.30
26 and above	91.62

E-26.6.1 An employee will not be reimbursed for frozen sick leave days used pursuant to section E-26.7.

E-26.6.2 In the event of death of an employee, payment of accumulated sick leave shall be made to the employee's estate.

E-26.7 An employee may use frozen accumulated leave days from his/her accrued frozen sick leave balance as provided in section E-26.6 subject to the following conditions:

1. Six (6) days of the **Frozen sick leave** balance **may be used only after all annual leave is exhausted** prior to the annual leave days provided pursuant to section E-26.1.
2. Up to a maximum of twenty (20) **Frozen sick leave** days per work year may be used for the serious illness **for oneself** or **for maternity/parental leave or for the serious illness** or death of a member of one's immediate family as defined in section E-29 or. In cases with extenuating circumstances an employee may request a variance for the use of additional days under this section. The sick leave bank committee noted in section E-27.12 will determine such variances. Decisions of the committee shall be final and binding and not grievable.

Section I: Professional Relationships (New)

BVSD and BVEA commit to a shared value of collaborating and positive problem solving when schools have significant achievement challenges. When a school has been identified with significant achievement challenges by the Superintendent or designee, the district and the stakeholders, including the association, will work in a proactive manner to address and communicate the issues. A variety of assessments and body of evidence will be used to determine the root cause of the achievement challenges and progress will be monitored through accountability checks by the Superintendent or designee as the plan is implemented. The achievement challenges will be identified and discussed with stakeholders including what can happen if achievement does not improve. If decisions are made to reorganize the school, then C-22 would apply and teacher evaluations will be honored if reassignment or school transformational decisions are deemed appropriate. A process and timeline will be created including meaningful input of staff to address the issues and the improvement plan. Collaboratively, stakeholders will identify the challenges, standards, expectations, resources, and appropriate central administration support. Training and support for a collaborative process will be provided as needed.

Memorandum of Understanding (New)

Representatives of the BVSD Board of Education and the Boulder Valley Education Association agree to participate in the Relationship by Objectives Program as outlined by the Federal Mediation and Conciliation Center for the 2009-2010 school year. Emphasis will be given to creating a shared understanding concerning the FY 2010-2011 Budget.

Memorandum of Understanding (New)

For the 2009-10 school year, the parties agree to form a salary reform task force consisting of five representatives from the District and five representatives from BVEA that will be charged with developing a plan for salary reform to recognize teachers professionally as well as for their achievements towards building and district goals. An identified source of new revenue to support the plan will also be recommended by the task force. Available grants will be sought to help fund the planning process and entities with experience and knowledge in the area of salary reform may be requested for assistance. The task force will complete the plan no later than June 30, 2010, unless the parties mutually agree on an extension.