Dedicated to Excellence
Cherry Creek Schools

Mental Health Employees 2018 – 2019 SY

Negotiated Agreement

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Association Information

Communications/Transparency in Negotiations, *Memorandum of Understanding*

The District and the Association share an interest in ensuring that all District teachers, nurses, mental health employees, administrators, and members of the school board (collectively, "stakeholders") receive pertinent and accurate information regarding items for negotiations. The parties agree that easy access to such information will best serve this important interest.

Therefore, the parties agree to this Memorandum to further clarify information in Policies 4135, 4735, and 4879 regarding communications about negotiations. Specifically, the parties agree that transparency in communications is a shared value. To advance that value, the Association acknowledges the right of the District to communicate information it deems important to any employee, including CCEA bargaining unit members. This recognition extends to the District sending communications on issues of interest during the time that negotiations are taking place.

The District acknowledges that CCEA is the sole and exclusive representative of the teachers, mental health employees, and nurses in the District. During the time when negotiations are occurring, District communications specifically related to negotiations will include a notation to that effect in order to affirm that understanding.

Nothing in this Memorandum of Understanding or Policies 4135, 4735, and 4879 should be construed to prevent the parties from engaging in an effort to communicate jointly to CCEA's bargaining unit members. The parties commit to exploring the possibility of joint communication but will not be precluded from separate communications.

At the conclusion of each negotiating cycle and prior to submission of tentative agreements being submitted for ratification, the parties commit to issue a joint communication to all stakeholders briefly explaining the tentative agreements reached.

Adopted: June 15, 2015
Effective: July 1, 2014

Negotiated Policy, *Policy 4879*

<u>Definitions</u>

A. The term "Mental Health Employee" as used in policy will mean and include any licensed person whose pay is determined by the salary schedule in Policy 4870, and who is employed to instruct or to administer, direct or supervise the Mental Health services of the District, and who assumes one or more of the following positions:

   (1) Social Worker

   (2) Psychologist

B. The term "Administration" as defined in policy will mean a collective body of persons who manage, administer or direct the total educational enterprise of the District in whole or any part thereof. Administration will include all persons who hold an administrative license or an equivalent thereof and who are appointed by the Office of the Superintendent, who are paid in accordance with board policy for administrators, to assume full time one or more of the following responsibilities:

(1) Supervise, appraise and evaluate licensed and/or classified personnel,

(2) Allocate and expend certain designated school funds,

(3) Provide consultative services to licensed and/or classified personnel,

(4) Provide services to licensed, classified or support personnel primarily aimed toward improving instruction, or the delivery of other student support services,

(5) Supervise the maintenance and operation of the plant or facility or unit to which assigned,

(6) Direct, supervise, and evaluate assignments projects, programs or operations designated by the Office of the Superintendent (i.e., special projects, Federal/State projects). The above should not be interpreted to mean that members of the administration may also assume teaching, mental health or nursing responsibilities except on a temporary, substituting basis.

C. The term "Board" as used in policy will mean the Board of Education of School District No. 5, County of Arapahoe and State of Colorado.

D. The term "Association" as used in policy will mean the Cherry Creek Education Association, Incorporated.

E. The term "District" as used in policy will mean Cherry Creek School District No. 5, in the County of Arapahoe and State of Colorado.

F. The term "Superintendent" as used in policy will mean the Chief Executive Officer of the Cherry Creek School District No. 5 or designee.

G. The term "School Calendar Year" as used in policy will mean the period of time as specified in Policy 4871.

H. The term "Board Representatives" as used in policy will mean the members of the District Negotiations Team (DNT) appointed to represent the Board of Education in negotiations with the Association.

I. The term "Association Representatives" as used in policy will mean the members of the Professional Negotiations Team (PNT) selected by the Association.

J. The term "Negotiating Unit" as used in policy will mean all mental health employees who are not considered administration as defined above, and are paid on the salary schedule in Policy 4870.

K. The term "Mediator" as used in policy will mean a person qualified by training and/or experience to assist in the resolution of a disagreement.

L. The term "Fact Finder" as used in policy will mean a person who makes a factual study of the issues in dispute and issues a report setting forth findings on the facts underlying issues in dispute and making recommendations for resolution of the disagreement.

M. The term "T.R.A.C." will mean The Rights Activity Committee of the association.

N. The term "Per Diem" will mean the daily rate of pay as consistent with the Mental Health

Employee's contract, as specified in Policy 4870 (B) (9).

Part I: <u>Representation and Negotiations</u>

1. <u>Representation</u>

   A. The Board of Education will appoint administrative representatives to meet with the representatives of the Cherry Creek Education Association to discuss terms and conditions of employment.

   B. Following such discussion, tentative agreements shall become policy upon approval of the Association and adoption by the Board of Education.

2. <u>Recognition</u>

   A. The Board of Education recognizes the Cherry Creek Education Association, hereafter referred to as the "Association" as the sole and exclusive representative of the negotiating unit for the purpose of negotiations between the District and the Negotiating Unit with regard to wages, benefits, hours, processing of grievances, and all other terms and conditions of employment. Nothing herein should be interpreted to preclude both parties from agreeing any other subjects for negotiations.

   B. This recognition will remain in effect unless another organization is elected by members of the negotiating unit to replace the "Association" to represent members of the negotiating unit.

3. <u>Election Procedures</u>

   A. Any group representing mental health employees wishing to replace the Association as negotiating agent for mental health employees or one or more mental health employees seeking to end the formal designation of an exclusive representative will present to the Board a petition requesting a representation election. The petition must carry the signatures of at least thirty-five percent (35%) of the members of the negotiating unit.

   B. The petitioning group must secure agreement on election dates, procedures, and supervising agency with the Board and the Association. In the event an agreement is not reached within twenty (20) days the matters unresolved, will be referred to the American Arbitration Association for a resolution. Two-thirds of the cost of the election, which is necessary to insure validity, is to be paid by the petitioning group and one-third by the Association.

   C. Petitions to determine a change in the negotiating agent may be filed with the Board only between May 1 and May 15 of the year in which the negotiated salary package expires. Such elections will be conducted by a firm of auditors, mutually agreeable to all parties to the election, or the American Arbitration Association. A majority of those members voting in said elections shall constitute a majority for the purposes of determining representative recognition.

      a. Ballot/ Election Procedures:

         i. Only the petitioning party and the Cherry Creek Education Association,

Incorporated will be on the ballot.

ii. If the petitioning party receives a majority (50% plus one) of the votes cast, they will be granted exclusive representative status, if applicable, for the bargaining unit.

iii. In the event there are two or more petitioning parties and if no party receives a majority as described above, a run-off election will occur among the parties receiving the highest number of votes.

b. Ballot/ Election certification:

i. Once the results of the election have been certified by the entity conducting the elections, the question as to which party, if any, is the sole and exclusive representative of the negotiating unit shall be final.

c. Exclusive Representation:

i. If a petitioning party does not win the representation election the Cherry Creek Education Association, Incorporated shall be retained as the sole and exclusive representative of the negotiating unit.

ii. If through the election process above, the Cherry Creek Education Association, Incorporated, is not retained as the sole and exclusive representative of the negotiating unit, the Negotiated Agreement for Mental Health Employees, shall terminate as of the date recognition is lost.

d. Elections may be held, subject to the above conditions, only once during the course of a twelve (12) month period.

4. <u>Association Rights</u>

A. The rights and privileges of the Association as set forth in this policy will be granted to the Cherry Creek Education Association and its duly appointed representatives, as the exclusive representative of the mental health employees:

1. The use of school bulletin boards.

2. The use of inter-school mail service.

3. The Association will have the right to use school equipment, including typewriters, photocopy machines, calculating machines, audio-visual equipment and other paper or document processing equipment at reasonable times when such equipment is not otherwise in use. The Association will also have the right to use desktop or other computer equipment and peripherals such as printers and scanners in a similar fashion provided that all such use shall be subject to and consistent with any District policy governing the use of electronic equipment by staff. Arrangements for the removal of any equipment from the building must be made in advance. The Association will pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. Arrangements to use

school facilities will be made with the administrator in charge.

4. The Association through its officers and representatives will have the right to communicate with staff in the bargaining units it represents via e-mail or like electronic means provided that any such communication will comply with and be subject to any District policy concerning the use of e-mail systems or the like or for communication via the internet or intranet.

5. Opportunity to participate with the building faculties and District-wide staff in meetings provided appropriate advance arrangements can be made with the person in charge of the meeting.

6. The right of having dates for the Association to have meetings and other important events published in District publications, provided the District's deadlines are met.

7. The right to have meetings at the close of a school day.

8. The Association will be the only mental health employee organization to process grievances on behalf of mental health employees under Policy 4878.

B. Information

1. The District and the Association agree to furnish each other information in response to specific requests or concerns including but not limited to:

    a. Proposed budgets, enrollment, and staffing data.

    b. District-assigned specialists.

    c. Annual financial reports and audits.

    d. Agenda and minutes of Board meetings.

    e. Census data as available.

    f. Group mental health employee health insurance premiums and experience figures.

    g. And such other information that will assist the informed and constructive creation and management of programs on behalf of the mental health employees and their students.

    h. Information which may be necessary for the Association to process any grievance or complaint.

2. In addition, the District will provide the Association, on a regular basis:

    a. Any changes to Board policies or administrative procedures.

    b. Copies of agenda, minutes, and proceedings of all regular or special meetings of the Board, except those held in executive session.

    c. Two current and revised copies of Board policy and administrative

procedure books.

3. The District will allow use of duplication facilities and provide materials which will allow the Association to make up to ten copies of a particular document.

4. The District will provide, at District expense, on compact disk (CD), each mental health employee a copy of the policies and procedures, for which they are contractually responsible.

    a. The CD cover will clearly identify:

        1. The District and the Association,

        2. the name of the employee group, and

        3. the time period of the negotiated agreement.

    b. The CD will be readable on both a PC and a Mac (i.e., A hybrid disk).

    c. The CD will contain:

        1. A suitable version of Adobe's Acrobat reader for the Mac and the PC.

        2. The negotiated agreement for each employee group represented by the Association in PDF format.

    d. In addition, each school or main administrative department will provide a copy of operational procedures and policies unique to that office or building for the personal use of each licensed person assigned to that office or building. A copy of the personnel policies and procedures which are unique to mental health employee and affect teacher load or compensation will be given to each teacher on a school-year to school-year basis. These copies remain the property of the school, and will be updated annually by the respective department or building.

    e. The District will distribute changes in policies or procedures within five (5) work days of Board approval or District enactment, using "First Class" in PDF format to licensed personnel who will be affected by the changes or who must implement these changes.

5. Orientation sessions will be provided in each department or school once each year to review policies and procedures assigned licensed personnel. In addition, special orientation times will be provided for new licensed personnel to cover in detail the policies, procedures, privileges, and benefits of the Cherry Creek School District.

C. Whenever any representative of the Association is required to participate during working hours in negotiations, grievance proceedings, conferences or meetings, that representative will suffer no loss of pay.

D. Orientation programs for new mental health employees may be co-sponsored by the

Board and the Association, with the Association obligated to assume only such costs as may be mutually agreed upon during the planning for such programs. To the extent prohibited by law, the Board will not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor will the Association be expected to assume the cost of speakers, consultants and services normally considered an appropriate professional in-service training activity of a Board. Duties and responsibilities of mental health employees involving student supervision outside of regular assignments will be clearly explained as a part of the regular orientation program.

E. Association President

The President of the Association has the right to visit schools. The President will coordinate the visits with the offices of the principals in order to facilitate the purpose of this visit. Visits that are made to solve special problems of mental health employees will be arranged in advance by notifying the office of the principal.

F. The Association President will be furnished with copies of all written communications by the central administration, which is published to aid in policy interpretation.

F. Association Leaves

1. President – Upon request of the Association, the President of the Association may be released from teaching duties up to full time, and the Association will pay monthly seventy-five percent of the appropriate portion of the salary and benefits including PERA, paid on behalf of the President. Specific arrangements for the release time will be mutually agreed upon by the President and building principal involved, with the District responsible for paying the cost of the classroom replacement. It is understood that there will only be one President for the Cherry Creek Education Association, Incorporated.

2. The Association shall be granted association leave each school year for its identified members to attend workshops, conferences, and other activities of the Association and its state and national affiliates. The Association shall approve such requests. For such days, the Association will pay the actual substitute cost (e.g. at the regular substitute rate, the "super sub" rate, or the retired CCSD employee rate) including PERA and Medicare, and the District will pay the per diem cost of the individual taking the leave.

3. Association leave will be exclusive of time necessary for mental health employees to testify at grievance hearings under Policy 4878 except as stipulated in Policy 4878, section E, 5.

4. Exceptions may be made upon mutual agreement.

G. Political Activities

The Association may distribute the organization's political positions through the same means provided for the distribution of other official organizational communications so long as that communication is clearly identified as the official

position of the Association, provided that this paragraph will not apply to the use of the District's inter-school mail service, and said service will not be used to distribute material relating to the Association's political positions or material on behalf of The Fund for Children and Public Education or any local political action committee.

H. Payroll Deductions for Membership Dues

1. The District will deduct in equal monthly installments from mental health employees' salaries the dues for the Association as mental health employees individually and voluntarily authorize and will transmit the monies to the Association.

2. Such payroll deductions will be continuous from year to year for those mental health employees who have signed a continuing membership application and payroll deduction authorization form. Mental health employees may withdraw their request for payroll deductions by notifying the District prior to the 10th of any month.

3. The Association will notify the District prior to September 1 each year of the current rate of membership dues. The Association will submit authorization forms of new members to the District payroll office prior to the 10th of each month for dues to be deducted from that new member's payroll that month. The District will provide to the Association, on or before the last day of each month, a complete list of mental health employees for whom dues are being deducted and a list of mental health employees who dropped their membership that month.

4. In administering the District's payroll deduction system, the District will not make any additional expenditure of public funds or resources in order to collect or transmit contributions for The Fund for Children and Public Education or any local political action committee above and beyond the expenditures made to collect and transmit the dues for the Association.

5. Negotiations

A. Initiating Negotiations

1. Upon written request by the Association to the Board, or by the Board to the Association, after September 1 and no later than November 1, the Board and the Association will arrange for negotiation as provided for herein.

2. The Board will, upon the request of the Association, negotiate with the recognized Association in matters related to additions, deletions, and/or changes in Board policy as defined below. Nothing in this policy will be construed to preclude the Board from conferring with any employee or employee organization on a policy matter. Either party may present to the other a written request to negotiate on matters related to additions, deletions, and/or changes to Board policies dealing with mental health employees' salaries, wages, benefits, and other terms and conditions of employment. Either party may seek review of the question of application of the proposals as they pertain to salaries, wages, benefits and other terms and conditions of employment utilizing the mediation section, the conducting mediation section and the fact-finding

section of this policy.

3. A written response will be made by the party in receipt of the request within eight (8) working days of the receipt of such request. This written response will indicate a time, date, and place for commencing negotiations.

4. All negotiating sessions will be conducted at a time and place mutually agreeable to the negotiators named by each party, provided, however, the first meeting will be held within fifteen (15) days of the original written request unless other arrangements are mutually acceptable.

5. In the event of legislative or regulatory changes other than changes in the Colorado School Funding structure this paragraph will apply.

   Notwithstanding the restrictions set forth above, in the event of a change in Colorado or Federal statute or regulation that invalidates part or all of an existing policy or procedure negotiated pursuant to this policy, or as a result of the change, the District plans to implement action(s) that will change or affect salaries, wages, benefits or other terms and conditions of employment of bargaining unit members during the term of this negotiated policy, either the District or the Association may give notice to the other of reopening negotiations regarding the affected salaries, wages, benefits or other terms and conditions of employment of bargaining unit employees. Such a notice must be given in a reasonable time prior to the effective date of the change in legislation or regulation or district action. Additionally, the District will provide the Association with at least two (2) weeks notification of planned action to implement a change to comply with the statute or regulation. If either party gives notice of such a reopening the other party will participate in negotiations regarding such change. Any such negotiations will be governed by and carried out in accordance with the procedures set forth in this policy.

B. Nature of Negotiations

1. The Board through its representatives and the Association through its representatives agree to negotiate in good faith endeavoring to reach agreement on matters open for negotiation consistent with the definitions included in the initiating negotiations section above.

2. During negotiations, the Board and/or its representatives and the Association representatives will present related data, exchange points of view and proposals and counter proposals. The respective teams will endeavor to reflect the positions of the Board and the Association.

3. If negotiations are scheduled during the school day, release time will be provided by the Board. The cost of substitutes will be paid by the Association. If impasse is declared and sessions are held during the school day, the cost of substitutes will be shared equally by the Association and the District.

4. Negotiations will be closed to the press unless both sides decide otherwise. Release to the media will be made jointly. This will not preclude either team communicating with their constituents, or having members of the Board or members of the negotiating unit from

observing negotiations.

5. The composition of each team will be established at the first session. Every effort will be made to keep the composition of each team the same. However, circumstances may arise which necessitate a change in the team composition. That team will make every effort to notify the other team prior to the next meeting.

C. Adopting Recommendations

1. Any agreement reached through negotiations will be put into written form and be indicated as the recommendation of the Board representatives and the Association representatives for the approval of both parties. Such recommendation will carry the signatures of the spokesperson of each negotiating team.

2. The recommendation becomes policy when approved by the Association and adopted by the Board.

3. The Board cannot adopt any item of agreement which is contrary to the laws of the State of Colorado.

   The parties recognize that the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of a reduction in the District's overall revenue that may lead to the District's inability to fund the agreed to salary and benefits, the Board may move to reopen negotiations on financial matters (e.g.: salary, benefits and work year) in order to achieve a balanced budget.

4. The Association will pay for the printing of policies necessary for and prior to the ratification vote.

D. Mediation

1. If, during negotiations, as described, persistent disagreement is encountered, an impasse may be declared by either party at a negotiating session. Should impasse be in effect, the Board in its budget-building process will provide adequate funding for all proposals for which tentative agreement has been obtained, and consideration will be given for proposals still under negotiation.

2. If negotiations have reached an impasse, the issues in dispute will be submitted to a mediator for the purpose of inducing both parties to make a voluntary agreement. A concerted attempt will be made to find a mediator acceptable to both parties. If such a person cannot be found, a request will be made by either party to the American Arbitration Association for the names of five qualified mediators to be submitted to the Board representatives and Association representative. The mediator will be selected by the parties alternately striking a name from the list of names until one mediator's name remains. The initial striking of a name will be done by the party who has not requested mediation. A mediator will be selected, contracted, and retained within twenty (20) days of the formal declaration of impasse unless both parties agree otherwise.

E. Conducting Mediation

The format, dates, and times of meetings will be arranged by the mediator, and such meetings will be closed to the press. Releases to the media will be made jointly.

The mediator will meet with the Board representatives and the Association representatives either separately or together.

To the extent that tentative agreements are reached as a result of such mediation, the procedure provided in the adopting recommendations section will apply. If mediation fails in whole or in part, the mediator will report the issues that remain in dispute to the respective parties.

The cost for services of the mediator, including per diem expenses, if any, and necessary and actual travel expenses will be shared equally by the District and the Association.

F. Fact Finding

1. If the mediation described above has failed to bring about agreements on any of the issues submitted for mediation, only the issues which remain in dispute will be submitted to a fact finder.

   In the event that the negotiating parties are unable to agree on a fact finder, the fact finder will be selected in the same manner as provided in the mediation section.

2. The fact finder will have the authority to hold hearings and make procedural rules.

3. The format, dates and times of meetings will be arranged by the fact finder. All meetings by the fact finder will be closed to the press. Releases to the media will be made jointly.

4. Within fifteen (15) days after the conclusion of such hearings by the fact finder, the fact finder will submit a report in writing to the Board representative and the Association representative only. Said report will set forth his findings of fact, reasoning, and recommendations on the issues submitted. The report will be advisory only and binding on neither the Board representative nor the Association representative.

5. Within ten (10) days after receiving the report of the fact finder, the Board representative and Association representative will meet to discuss the findings of the fact finder. This meeting is a continuation of the negotiations process. This meeting is closed to the press. News releases made after fact finding and prior to this meeting will be made jointly.

6. The respective parties will take official action on the report of the fact finder no later than ten days after the meeting or meetings described above.

7. To the extent that tentative agreement is reached on the issues in dispute as a result of such fact-finding, the procedures described and provided for under adopting recommendations will apply.

8. The cost for the services of the fact-finding will be shared equally by the District and the Association.

9. Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made and a copy of any transcript will be provided to the fact finder. The party requesting a stenographic record will pay the costs thereof, except that if the other party requests a copy of any transcript, it will share the entire cost of making the stenographic record.

Part II: Negotiated Mental Health Employee Rights

1. Use of School Buildings by Staff During Non-School Hours

   Staff members are permitted to work in school buildings during off-duty hours, however, arrangements for that work will be made with the building administrator. It is the staff member's responsibility to maintain security of the building when personnel normally charged with that responsibility are not present.

2. Attendance of Children of District mental Health Employees Who Are Not District Residents

   Due to the passage of HB 94-1065, "Choice Within Public Schools," priority of placement within the District schools will be given to children of District mental health employees on a space available basis before other non-resident students.

3. Just Cause

   No mental health employee shall be discharged, reprimanded, disciplined, suspended, reduced in compensation, transferred, adversely evaluated or terminated without just cause and due process.

4. Official Personnel Files

   a. District Personnel File

      The District will maintain an official District personnel file/record in the Office of Human Resources for each mental health employee. Although not necessarily maintained in the same location, the District will keep separate sub-files of each individual's personnel file. Examples of information that could be in such sub-files are: 1) health records and documents, 2) documents related to grievances, 3) documents related to administrative leaves, and 4) documents related to disciplinary measures. Access to these sub-files/records will be restricted to only those District employees who have a need for such access as determined by the Assistant Superintendent of Human Resources. Anytime these types of personnel files/records are accessed for a purpose which may negatively affect the mental health professional, the mental health employee will be notified of the identity of the person accessing the file and the purpose for that access within two (2) workdays unless the mental health employee would have already been aware of such access.

   b. Building File

      Building level files/records for individual mental health employee are not part of the official District personnel file/record of the mental health employee but must comply with the same expectations identified in this Policy for District personnel files/records, including sub-files when applicable.

   c. Access to Files

      i. Upon request and at an agreeable time, any mental health employee or any individuals authorized by the mental health employee will have the right to

review the contents of his/her building file/record and/or the official District personnel file/record, including the sub-files.

ii. The Assistant Superintendent of Human Resources will allow access to a mental health employee's official District personnel file/record including any sub-files only in the following instances:

1. Personnel of the Office of Human Resources are conducting routine duties associated with their job responsibilities; or

2. Designees of the Assistant Superintendent of Human Resources are conducting business of the District in accordance with their job responsibilities.

iii. The Office of Human Resources will keep a log of all individuals who access the mental health employee's personnel file/record including sub-files and indicate the reason for that access, except for personnel who work in the Office of Human Resources and are conducting routine business associated with their job responsibilities.

iv. The District will provide a copy of this log to the mental health employee if the mental health employee requests it.

v. When the District receives a court order to open and/or deliver/transmit any electronic information held or in the possession of the District related to the mental health employee's personnel file/record and/or disciplinary file/record the District must notify the mental health employee within three (3) workdays unless such notification is prohibited by law.

d. Copies of Documents in Files

If a mental health employee or a designated representative requests a copy of material contained within his/her building file/record and/or the official District personnel file/record including sub-files, the District will provide the copy of that material at no charge.

e. Anonymous Materials in Files

No anonymous materials shall be placed into the mental health employees' s official District personnel file/record.

f. Right to Respond to Documents in Files

The mental health employee shall have the right to submit a written response to any document filed in her/his official District personnel file/record. The mental health employee's written response, if any, shall be attached to all copies of the document to which it pertains.

g. Required Signature on Evaluation Documents

Consistent with Policy 4877 the mental health employee must sign all documents related to evaluations that are placed into the official District personnel file/record of the mental

health employee. Signatures will be submitted electronically as required within the District's evaluation program. The mental health employee's signature does not indicate agreement with the content of such material. The mental health employee will be provided with a copy of the signed document, or have access to print the signed document.

h. The mental health employee will have such other rights pertaining to access of personnel records as provided by state and federal law.

5. Criticism of Mental Health Employees

I. Process for Addressing Criticism

a. The process for addressing criticism or concerns brought to an administrator regarding a specific mental health employee is:

i. Step 1: Contact the mental health employee about whom the concern was raised to discuss the concern and the administrator's initial judgment about the seriousness of it.

ii. Step 2: The administrator may then choose to consider the investigation into the matter completed or conduct additional investigation into the matter and shall communicate this information to the mental health employee.

iii. When reasonably necessary, the building administrator may not follow the above process. For example, to comply with the law, to respond to requests from law enforcement, to comply with a court order or when no specific individual is attributed to the criticism or concern.

iv. The intent of this section is to ensure that concerns are addressed in a timely manner and that the parties involved are aware of the process for considering the concern.

b. In addition to the above, the mental health employee will be given written notice of, and have the right to respond to, any material or information which is critical or negative in any nature concerning the mental health employee, and to be advised of the source of any such information, before such material or information may be used in any formal process involving matters such as reprimand, discipline, suspension, reduction in compensation, transfer, evaluation or termination.

Under certain circumstances, the identity of the source of critical or negative material may be kept confidential if the administrator has an objective basis to believe that the release of the identity would be detrimental to the health or safety of the source. While information from anonymous sources can be provided to the mental health employee, such information will not be used in any of the formal processes identified in the previous paragraph.

II. Process for Submitting Documents of Criticism into Files

a. Documentation of materials of a critical or derogatory nature shall not become part of a mental health employee's official District personnel file/record including the disciplinary sub-file unless the following conditions are met:

i. When an administrator receives information, which, in the administrator's judgment, could become part of the process as outlined above, the administrator prior to the utilization of said material in any formal process, has the obligation to inform the mental health employee of that material in a timely manner, subject to section (5)(I) above.

ii. If the supervising administrator intends to place any document(s) in the mental health employee's personnel file that is a critical, derogatory in nature or may adversely affect the mental health employee's employment status, the administrator shall hold an in-person meeting with the mental health employee and present him/her with two (2) copies of the document signed by the supervising administrator. The supervising administrator shall keep an additional signed original copy of the document for use, if needed. The mental health employee will sign the document within seven (7) workdays and return one (1) copy of it with her/his signature to the supervising administrator.

1. The mental health employee's signature will acknowledge having received the document but will not indicate agreement with the content of the disciplinary document(s).

2. The mental health employee will retain an original of the signed document(s).

b. If after seven (7) workdays the mental health employee has not returned a signed copy of the disciplinary document, the supervising administrator will:

i. Make a notation (date and signature) on the supervising administrator's singed copy of the disciplinary document that the mental health employee failed to sign the disciplinary document,

ii. communicate to the mental health employee that the disciplinary document will be placed in the official District file/record, and

iii. Place the disciplinary document in the mental health employee's disciplinary sub-file of the District personnel file.

III. <u>Process for Mental Health Employee to Submit a Written Response to Documents in File</u>

a. The mental health employee shall have the right to attach a written response to any document filed in his/her official District file/record.

b. The mental health employee shall have forty (40) working days to submit a written response. The forty (40) working days to respond shall commence at the time of the in-person meeting with the supervising administrator when the disciplinary documents were presented to the mental health employee as referenced above. The mental health employee will sign the response.

c. The Assistant Superintendent of Human Resources, or designee, must provide signed documentation of receipt of the mental health employee's response within five (5) working days either by email, District mail and/or U.S. Mail, whichever method(s)

will provide the most expeditious communication.

d. The mental health employee's written response, if any, shall be attached to the document in which it pertains.

IV. Process for Addressing Documents of Criticism in a Building Personnel file/record

The mental health employee shall have the right to attach a written response to any document(s) or material(s) filed in her/his building personnel file/record. The building supervisor/administrator shall follow guidelines similar to those described in the immediately preceding section (5) except that the building supervisor/administrator shall assume all responsibilities identified for the Assistant Superintendent of Human Resources.

V. Requests for Removal of Disciplinary Documents

1. Upon written request to the principal in the case of a building file/record or to the Assistant Superintendent of Human Resources in the case of the disciplinary sub-file of the mental health employee's official District personnel file/record, consideration will be given to removing a notation, which reflects adversely upon the mental health employee from the file/record. Commencing at a time not less than sixty (60) working days after being notified that a document is being placed in a file, the mental health employee may provide a written request for the removal from the file/record of a notation, which reflects adversely upon that mental health employee. If the request for removal is granted, all documents and materials associated with the notation will be expunged. If the request is denied, the appropriate administrator shall provide the mental health employee with the written reasons for denial. Nothing in this provision will preclude the appropriate administrator from removing such documents earlier or without a request from the mental health employee nor does it preclude a mental health employee from making a request after a reasonable period of time after being denied. This section shall not pertain to ratings or comments on evaluations or observations.

2. If a mental health employee is exonerated following the completion of an investigation during which the mental health employee was placed on administrative leave with pay, all documents in any of the mental health employee's official District personnel file/record related to the incident or issue will be accessible only to the Assistant Superintendent of Human Resources and/or the Superintendent, or their designees.

   a. In-person meeting with community members

      It is the responsibility of a mental health employee to meet with students and/or their parents regarding a question or criticism of his/her job performance, if the students or parents request a meeting. In the event of such a meeting, the mental health employee may request the presence of the building administrator, and the administrator will make every effort to provide for the professional integrity of the mental health employee.

6. Required Meetings or Hearings

Any mental health employee required to appear at a meeting or hearing before the Superintendent or his/her designee or the Board, or representative thereof, or to make an oral/written statement concerning a matter which could adversely affect the employment of the mental health employee, will be given written notice of the reason(s) for such a meeting or hearing and will be entitled to have another person of his/her choosing present to advise or represent him/her. The meeting will be scheduled at a time that allows the mental health employee to secure representation. In addition, if the member chooses initially to attend such a meeting without a representative but requests a representative during the meeting, the administrator conducting the meeting shall halt the meeting in order to schedule it for a time when a representative can attend. This policy, however, does not preclude a mental health employee and administrator from having normal conferences and conversations. Any suspension of a mental health employee pending charges will be with pay.

7. Notification of Garnishment of Wages and Child Support Reporting

   a. When the District is served with notification of garnishment action against a teacher, the District will, upon receipt, inform the teacher in writing of its legal obligation to garnishee the wage.

   b. Upon the hiring of any employee the District will forward, in a timely manner, information required by federal and state child support laws to the appropriate federal or state agency.

8. Electronic Devices

   a. Any information gathered by electronic devices shall be communicated to the mental health employee in a timely manner.

   b. The provisions of Policy 4879, Part II (3) above also apply to the use of information obtained through electronic devices.

   c. Additionally, no information to be used in a mental health employee's evaluation report shall be gathered by electronic devices without the written consent of the mental health employee.

   d. The District will comply with all state and federal laws.

9. Payment for Damages to Personal Property

   a. The district recognizes that losses to personal property occasionally occur in spite of the exercise of reasonable precautions. Accordingly, if losses as described below occur, and the district finds the employee acted prudently, the District will pay an amount up to two hundred fifty dollars ($250.00) per occurrence ("amount allowed"), and not to exceed fifty thousand dollars ($50,000) in the district aggregate per fiscal year, to be paid either to the employee for the loss or toward the insurance deductible for the loss, upon the submission of a complete claim for such payment. A claim must include evidence of a police report, report to the principal or supervisor within 48 hours of notice of the occurrence of loss, a description of how the loss occurred and a statement about what precautions against the loss were taken, and proof that an insurance claim was filed or a statement that coverage is not available.

i. Personal Assault: In the event an employee, while acting within the scope of his/her employment, has his/her personal effects such as clothing, glasses or jewelry damaged or destroyed as a result of an attack, assault, or pupil supervision problem, the District will under District procedures, reimburse the employee the allowed amount to repair or replace the item(s), provided such damage or destruction is not the result of the employee's negligence.

ii. Stolen Personal Items: The District will reimburse the employee the allowed amount for wallets/purses, outerwear and briefcases and contents, if appropriate, which are stolen while on school grounds.

iii. Stolen/Damaged Personal Property Used for Instruction: The District will reimburse the employee the allowed amount for stolen or damaged personal property used for instructional purposes at school.

iv. Damaged Property – Automobiles: The District will pay the allowed amount toward the insurance deductible for automobile damage due to vandalism providing the employee was acting within the scope of his/her employment.

b. Space for Personal Property

The District will provide a suitable space for reasonable personal effects, such as purses or briefcases in or reasonably near to each employee's office, classroom, or workspace that may be locked or secured to inhibit theft by students, visitors or vendors. In the event an employee brings a larger personal item for use at work, specific security arrangements should be made with the building administrator if there is not adequate secure space in or near the employee's work area.

10. District and Other Equipment and Technology

a. When employees are issued or entrusted with District "electronic communication devices" (ECDs) which include but not limited to: cell/smart phones, walkie-talkies, pagers and any other telecommunications devices that emits, receives or stores digital information, displays a message (e.g. computers, iPods, iPads or other tablet devices, etc.), and electronic entertainment devices like electronic games and compact disc players. The District agrees to not hold employees responsible for lost or damaged equipment and/or ECDs when the employee's actions have been prudent

b. When an employee, in reasonably carrying out building, worksite or District policy or procedure utilizes or takes control of student ECDs as defined in the section (10)(a) above, the District will not hold the employee responsible for loss of or damage to the student's ECDs when the employee's actions in the matter have been prudent and consistent with policy or procedure.

11. Protection and Safety

a. The District and the Association agree that schools need to be orderly, peaceful environments where high quality education can take place without the fear of physical and/or verbal violence.

b. In order to meet the goal of having safe schools for employees and students while

protecting the integrity of the learning environment, there must be policies and procedures that address the various aspects of school safety.

c. It is not the intent of this policy to discourage individuals or groups from providing mental health employees with feedback, either positive or negative, regarding parents' or their children's concerns about the quality of instruction, classroom atmosphere, discipline, or interpersonal communication, or other relevant issues.

d. The integrity of the instructional process should be paramount in the school system. In order to maintain that integrity, conferences, meetings, discussions of concerns, etc. should be scheduled. Mental health employees will not be required to meet with parents during instructional day and/or clinic time if that interaction would interfere with the delivery of time sensitive or essential mental health services. If parents attempt to address concerns regarding their child with the mental health employee while the mental health employee is engaged in performing other essential functions, the mental health employee may direct the parent to either set up an appointment or to contact an administrator.

e. When concerns are shared in a hostile manner by parents, guardians, or students through the use of abusive language, insults, threats, unwanted conduct, or loud discourse, the mental health employee is not obliged to continue.

f. Harassment/intimidation exists if an individual or group:

   i. Directs personal insults (whether transmitted in writing, orally, or by electronic means) that are likely to incite an immediate adverse response from the person(s) being addressed,

   ii. threatens the employee with physical harm or actually harms a person,

   iii. damages, defaces or destroys private property of any person,

   iv. commits an act of harassment or intimidation (as defined by statute),

   v. places a person in position of feeling at risk of emotional or psychological harm.

   Staff members, who believe they have been the subject of harassment and/or intimidation, or who have witnessed harassment and/or intimidation, will report the incident immediately to the principal or designee. The results of any investigation will be reported to the complainant and further action as deemed appropriate will be taken (which may include reporting the incident to law enforcement authorities).

12. <u>Professional Communications</u>

In all meetings involving mental health staff and administrators, the parties shall be responsible for ensuring that communications are conducted in a manner that maintains professional integrity.

Revised: May 26, 2015
Adopted: June 15, 2015
Effective: July 1, 2014

Mental Health Employees Grievance Procedures, *Policy 4878*

A. Definitions

1. A "grievant" will mean a party who has standing to initiate a grievance and meets one of the following criteria:

    a. A Mental Health Employee or his/her representative on his/her behalf, or

    b. a group of Mental Health Employees acting collectively, or their representative acting on their behalf, or

    c. the Association acting on behalf of a group of bargaining unit members.

2. The term "grievance":

    a. Will mean a written complaint that there has been a violation or inequitable application of any of the provisions of policies or administrative procedures, or

    b. will mean a written complaint that a Mental Health Employee has been treated inequitably by reason of any act or condition, which is contrary to established Board policy or practice governing or affecting Mental Health Employees, and

    c. will refer only to matters in which the Board has authority to act.

In this policy, "Days" refers to regularly-scheduled contract days for all parties involved so that all persons needed for the matter are available.

B. Purpose

1. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible management level, equitable solutions to the problems which arise from time-to-time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any Mental Health Employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with Board policy.

C. Timelines for Filing Grievances

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended or reduced by mutual agreement. Every attempt will be made to resolve grievances before the end of the grievant's contract year.

2. The maximum time allowed to file a grievance shall be thirty (30) days from the date

the grievant knew or reasonably should have known of the grievable act or omission.

D. Procedures

1. Representation: Throughout Levels One and Two of the grievance procedures listed below the grievant may at any time:

   a. Represent him/herself, or

   b. request that the Association's Representative attend any meetings with him/her to provide advice or to speak on his/her behalf, or

   c. request the Association represent him/her, or

   d. request his/her own designated representative or counsel to accompany him/her or act on his/her behalf.

2. Informal Conference: Prior to the filing of a grievance, in an effort to resolve the issue(s) the grievant shall make reasonable attempts to initiate/discuss or an attempt to initiate/discuss the issue(s) informally with the grievant's principal or supervisor.

   a. If an informal conference is held after the deadline for filing (see C-2 above), the Mental Health Employee may file the grievance within seven (7) days after the informal conference.

   b. The grievant has the right to file a grievance within the deadline even if an informal conference has not been held.

3. Level One - If not resolved through the informal conference, the grievant may file the grievance in writing with the principal or 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.

   a. The time limit for a principal or supervisor to process a grievance at Level One and provide the grievant and his/her representative a written response using Grievance Form B 4878.1 will be seven (7) days. The seven-day period will begin when the principal or supervisor receives the written grievance submitted by the grievant.

4. Level Two - If the grievant is not satisfied with the written response at Level One, or a written response has not been received within the time limit specified herein, the grievant may file a written appeal to the District Administrator responsible for handling grievances. This appeal must be received within seven (7) days following receipt of the written response rendered by the principal or supervisor, or in the absence of such written response, within seven (7) days of the expiration date of the time period specified for such written response.

   a. The District Administrator responsible for handling grievances ("Level Two Administrator") will represent the Superintendent at Level Two of the grievance procedure.

b. Within forty-eight (48) hours, or two days, whichever is longer, of its receipt, the District will provide the CCEA President with copies of any grievances filed at Level Two (including the Level One form and the Form B response to it unless such response was not given) unless the Association is already the grievant's representative or a party to the Level Two grievance. The District will notify the CCEA of the date and time for the Level Two hearing, and the CCEA will be allowed to have a representative present at the proceedings.

c. The Level Two Hearing will take place at a mutually agreeable time within seven (7) days after the receipt of the written appeal from the grievant or at a later mutually agreed upon time.

d. At the initial meeting of Level Two, the Level Two Administrator will hold a hearing at which both the grievant, with or without a representative(s) chosen by the grievant, and the appropriate administrator(s) are present.

e. After the Level Two Hearing, the Level Two Administrator may investigate and consult with the grievant and/or the appropriate administrator(s) in an effort to resolve the grievance.

f. Within ten (10) days after the hearing, the Level Two Administrator will provide a written document on the proposed resolution of the grievance to all parties of interest, including CCEA, setting forth the decision and its rationale.

5. Level Three - If the grievant does not accept the Level Two Administrator's resolution at Level Two or a written response has not been received within the time limit specified, the Association may choose to submit the grievance directly to the Board for a hearing on the grievance or choose to submit the grievance to Arbitration.

a. To initiate Level Three proceedings, the Association will notify the superintendent or designee in writing within ten (10) days of receiving the Level Two administrator's decision.

b. The names of three approved Hearing Examiners will be listed in alphabetical order. The name at the top of the list will be the Examiner used for the Level Three Hearing. If the person at the top of the list cannot serve, the second will be contacted and so on. Once a Hearing Examiner has served, that name will be placed at the bottom of the list. This person will be called upon again only if the first two cannot serve, or when that name moves upward on the list. The cost of the hearing will be shared equally by the Board and the CCEA.

c. The Hearing Examiner will have the authority to hold hearings, collect written and verbal testimony and make procedural rules. The Hearing Examiner will have no authority to amend, modify, ignore, add to or subtract from the provisions of Board Policy. The Hearing Examiner will also be without power to issue an award inconsistent with the laws of the State of Colorado.

d. All hearings will be closed to persons not specifically involved in the grievance. The Hearing Examiner's written report will be mailed

simultaneously to the Board and the grievant within twenty (20) days of the conclusion of the hearing, and will set forth finding of fact, reasoning, conclusions, opinions and recommendations on the issues submitted. The report will be advisory only and be binding on neither the Board nor the grievant and/or representative.

e. After conclusion of the hearing of the grievance by the Board, or after receiving the report of the Hearing Examiner, the Board will take action on the resolution of the grievance in a timely fashion at a regularly-scheduled Board meeting.

E. Miscellaneous Provisions

1. No reprisals will be taken against any person involved in any way in the grievance procedure by reason of such participation.

2. A class-action grievance may be filed by:

   a. An aggrieved group of Mental Health Employees from different buildings or the Association acting on their behalf or

   b. if a grievance affects a group of bargaining unit members, the Association may submit such a grievance, and

   c. a class-action grievance must be filed in writing by a group of bargaining unit members or by the Association leadership on behalf of a group of bargaining unit members within thirty (30) contract days following the act or condition that is the basis of the grievance and the grievance shall begin at Level Two. The procedures of this policy, as outlined in Level Two, and Three shall be followed for class-action grievances.

3. All written and printed matter dealing with the processing of a grievance will be filed separately from any other personnel files/record(s) of the participants.

4. At all steps of the process, the District and the grievant will make available to one another all information permitted by law which is in their possession or control, and which is relevant to the issues raised by the grievance upon request. Such information will be provided no later than two (2) days after a request for the information has been made and not later than two (2) days prior to any hearing provided the request is made at least four (4) days prior to the hearing.

5. When necessary at Level Two and Level Three for the grievant to attend a meeting or a hearing called by the Board, the Administration, or the Hearing Examiner, the Principal(s) of such Mental Health Employee(s) will be notified, and he/she will be released without loss of pay for such time as attendance is required. If substitute Mental Health Employees are needed, the cost will be shared equally by the grievant and the Board. Association leave will be charged where applicable for the Association's Representative, serving as the grievant's representative, or at Level Three as the Association's Representative.

6. Failure at any level of this procedure to appeal a decision in writing within the

specified or mutually agreed upon time limits will indicate the forfeiture of the right of the grievant to proceed further in the grievance procedure, and the grievance will be considered settled, based upon the decision as stated in the previous step of the procedure.

7. The District and the Association will select a mutually-acceptable list of three (3) permanent Hearing Examiners. This list of individuals will be reviewed and updated annually.

8. Any provision of this policy may be modified if the parties mutually agree to do so. Such agreement(s) should be in writing.

9. This procedure will not abrogate the rights and responsibilities of the Board under the provisions of the Mental Health Employee Employment, Compensation, and Dismissal Act of the State of Colorado or other applicable laws.

F. Additional Provisions

1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4879.

2. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

3. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.

4. Any additions, deletions or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption of the Board.

5. Neither the recognized Association nor the Board can refuse to negotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4879, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4879, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the Mental Health Employees' annual contract year.

Revised: July 1, 2013
Adopted: August 12, 2013
Effective: July 1, 2013

Level One or Two, *Administrative Procedure 4878.1*

(Complaint by Aggrieved Person)

Name of Aggrieved Person _____

Date Grievance Occurred _____

School _____Principal_____

Number of Years Aggrieved Person has been Employed in the District _____

Brief Statement of Grievance Including Specific Article, Policy or Procedure Violated:

Relief Requested:

I have read the above:

Date_____ _____
Signature of Aggrieved

Date_____ _____
Signature of Grievant's Representative

Date_____ _____
Signature of Immediate Supervisor

Date Form Requested:_____ Date Form Completed: _____

Approved by Superintendent Richard P. Koeppe, November 9, 1981

Employment Information

Equal Employment Opportunity and Affirmative Action, *Policy 4001*

From its inception, the Cherry Creek School District has attempted to develop policies and procedures to assure the employment, retention and promotion of personnel on the basis of merit without regard to race, color, religion, sex, age, national origin or handicap. This policy reaffirms our fundamental goal of pursuing equal employment opportunity in all matters of personnel actions fulfilling the letter and intent of laws designed to eradicate discrimination or harassment in conditions of employment. This commitment specifically provides that the recruitment, hiring, retention, opportunities for advancement, compensation, termination of employees be done on the basis of bona fide occupational qualifications and educational requirements of the District, without favor, influence or harassment and without regard to race, color, religion, sex, age, national origin or handicap.

Revised: March 9, 1981
Adopted: April 6, 1981

Responsibilities for Licensed and Classified Personnel, *Policy 4001.1*

The Office of the Assistant Superintendent of Human Resources is responsible for matters dealing with the overall management of the licensed and classified staff of the Cherry Creek School District.

Matters of personnel concern needing central administrative guidance and/or assistance should be referred to the Office of Human Resources.

Approved by Superintendent Richard P. Koeppe, January 12, 1981.

Definition of Licensed Personnel, *Policy 4008*

The term "Licensed Employee" is applied to an employee who holds one or more documents such as a license or a letter of authorization which has been granted by the State Department of Education.

All employees who are directly responsible for the instruction or guidance of pupils, or who administer such instruction, shall be licensed employees.

Definition of Classified Personnel

The term "Classified Employee" is applied to employees who are not required to hold a certificate or a letter of authorization as a prerequisite to obtain or keep their job.

Adopted: January 10, 1983
Effective: January 1, 1983

Employment, *Policy 4015*

The Board of Education is obligated to hire the most qualified applicants to fill existing vacancies.

Qualified applicants who have followed the District application process may include in-district transfers, as well as individuals not currently employed by the Cherry Creek School District.

Proposed: May 10, 1982
Adopted: June 14, 1982

21st Century Partnership, *Memorandum of Understanding*

During the 2018-2019 school year, schools will have the opportunity to develop progressive approaches for improvements to operational effectiveness and efficiencies. In order to meet the District's overall goals to maximize and increase student achievement and wellbeing, schools will have the opportunity to apply for a 21st Century Partnership. This partnership allows for a school to waive specific policy language for a specific period of time. All partnerships will be subject to review and evaluation.

A waiver, which may be initiated by any staff member, must be submitted to the 21st Century Partnership Committee in writing as outlined below:

- All waiver requests will be reviewed, approved and jointly submitted by a building principal and AR to the 21st Century Partnership Committee – Attn: CCEA and CCSE at Educational Service Center. A copy should be sent to both CCEA and CCSD.
- A statement must be submitted specifically explaining the policy provisions for which the waiver is being requested such as, but not limited to, program implementation, after school tutorials, after school PLCs, etc.
- A written rationale for the waiver must explain why it is necessary and how it is linked to increasing student achievement and serving the whole child.
- The proposal must include a timeline for implementation and evaluation.
- The completed proposal must be available for review to all affected parties for at least 10 working days prior to an anonymous voting process.
- Evidence of support for the requested waiver must have 100% of the impacted employees in agreement for the 2018-2019 school year. For the purposes of the 2019 negotiations, both parties agree to assess the effectiveness of this approach.
- Applicants must re-submit the proposal annually to be evaluated by the committee.
- No multi-year proposals will be accepted during the 2018-2019 school year; however, multi-year proposals may be considered during the 2019 negotiations.
- All approved proposals will be published on the HR website.

21st Century Waivers cannot be utilized for the following:

- Salary
- Benefits
- Status – probationary and non-probationary
- New policy language within its first year of implementation

The 21st Century Partnership Committee will consist of the following:

- Three (3) members from the CCEA Leadership Team,
- Three (3) members from the District which would include:
    - Two from Human Resources
    - One from Educational Operations directly responsible for overseeing the school or department

Approval of any proposal must have 100% support of the 21st Century Partnership Committee.

The 21st Century Partnership Committee will meet as needed and decisions will be made by consensus and are final with no recourse for appeal. Decisions will be communicated no later than 15 working days.

Adopted: August, 13, 2018
Effective: July 1, 2018

Mental Health Employment Status, *Memorandum of Understanding*

Cherry Creek School District (CCSD) and the Cherry Creek Education Association (CCEA) will create a committee at the beginning of the 2018-2019 school year.

The committee is charged with determining a solution pertaining to mental health professionals' due process, continuing employment status, evaluation process, and incentives to hire and/or retain mental health professionals. The committee will seek guidance from a variety of mental health organizations on the above issues and the committee will create a thoughtful proposal considering all options.

The committee will be comprised of no more than six members. The District will appoint three members, and CCEA will appoint three members. The committee will include mental health employees.

The committee will begin meeting no later than September 2018; however, a decision will be given to the negotiations team by December 1, 2018. The decision can be implemented by January 1, 2019 with the approval of the Board and CCEA members.

Adopted: August 13, 2018
Effective: July 1, 2018

Work Year, Working Hours and Working Schedule, *Policy 4871*

A. School Calendar Year

Consistent with the following information determination of the percentage of the mental health employee's initial contract will be the decision of the Executive Director of Student Achievement Services, or designee, and the building administrator, with appropriate recommendation to the Board.

1. The school calendar year will commence July 1 and terminate June 30 for the purposes of clarification of contracts, granting of increments, and payment of extended contracts.

2. A regular contract for non-probationary mental health employees will be one hundred eighty-five (185) days. A regular contract for probationary mental health employees in their first year of employment in the district will be one hundred eighty-eight (188) days. A regular contract for probationary mental health employees in their second year of employment in the district will be one hundred eighty-seven (187) days. A regular contract for probationary mental health employees in their third year of employment in the district will be one hundred eighty-six (186) days. A mental health employee may, however, with Board approval, contract for more days than the regular contract.

3. For regular contracts, workdays for bargaining unit members will be scheduled as follows:

    a. Mental Health employees shall have:

        - No more than one hundred seventy-four (174) days scheduled as pupil contact days, and;
        - Eleven (11) pupil non-contact days. These days will be identified on the individual mental health employee's calendar.
        - The additional contract days for probationary mental health employees shall be scheduled as pupil non-contact days.

    b. All Mental Health employees in schools that have parent conferences in the fall will have the Wednesday before the Thanksgiving break off as compensatory time for additional duties performed outside the workday.

4. For contracts greater than a regular contract in length, the Mental Health employee will have at least the number of contact days and non-contact days specified in the applicable section above. The nature of the additional days (contact or non-contact) will be determined by the specific need the additional days are designed to address. Any Mental Health employee contracted to work more than two hundred twenty-four (224) days will be contracted to work a total of at least twelve (12) pupil non-contact days. Pupil non-contact days will be part of the total contracted days.

5. The purpose of the pupil non-contact days are as follows: Staff orientation, individual staff planning, staff and/or team meetings, conferences, and continuing education. All scheduled activities will be carefully planned and conducted to best accomplish these purposes.

    a) When averaged over the school year, at least 50% of the time for non-contact days that is not scheduled for parent conferences will be directed by the Mental Health Employee. For SY 2010-2011 and SY 2011-2012 only, the scheduling of Mental Health employee directed non-contact time stated above will be increased by an additional one-half (½) day.

    b) Before the start of each school year, the principal or designee at each building will submit to the Office of Human Resources and the building's teaching staff a schedule indicating the activities for each pupil non-contact day, showing the time for Mental Health employee's directed planning.

c) If it is necessary to adjust the activities for a pupil non-contact day, the revised schedule must still comply with the above provisions of this section.

d) All Mental Health employees who are in their first three years in the district shall work a calendar as defined in section 2 above. Wherever the term "step" is used, it shall be understood to mean "year of employment in the district."

e) Assignment calendars, based upon assigned workdays, will be completed by the Executive Director of Student Achievement Services, or designee, and the employee with a copy retained by the Office of Human Resources.

f) Employees on short-term contracts will not have sick or general leave, nor will they be eligible for other leaves of absence.

B. Guaranteed Contract Percentage

1. Because funding from multiple sources supports many District Mental Health employee positions, the percent of a Mental Health staff member's contract will be determined by the percent of the previous year's contract, up to one hundred percent (100%). Any future mutually agreed upon increase or decrease in the percentage of contract will become the new guaranteed minimum percentage, up to one hundred percent (100%).

2. If sufficient positions are not available to provide all Mental Health employees with a contract at the percentage they held the previous year, up to one hundred percent (100%), the reduction in force Policy 4890 shall be applied.

C. Forty (40) Hour Work Week

1. The length of the workday for mental health employees will be eight (8) hours including the duty free lunch period.

2. The workweek will be forty (40) hours each week.

3. Building administrators will use discretion for individualization of the eight (8) hour workday for mental health employees.

D. Office Space and Storage of Confidential Materials

The District will provide for mental health employees office space to ensure professionalism and confidentiality. This space will include a work area (table – desk), sufficient space for groups, phone and a locking file.

E. Required Attendance at District Meetings

Eight (8) hours per month will be scheduled for each Mental Health employee to be used for such duties as team meetings, feeder school meetings, discipline meetings, committee meetings, case consultations, clinical supervision, in-service, and other duties assigned by the Executive Director of Student Achievement Services, or designee. These eight (8) hours per month will be planned by the Executive Director of Student Achievement Services, or designee, with input from Building Principals and the Cherry Creek Mental Health employees.

F. Duty-Free Lunch

Each Mental Health employee will receive a minimum of thirty (30) continuous minutes for lunch such that:

1) The Mental Health employee shall not be assigned to any instruction, duty or supervision, and;

2) The Mental Health employees lunch period will be scheduled between 10:00 a.m. and 2:00 p.m. and;

3) Mental Health employees may leave the building during their duty-free lunch but must follow building notification procedures and;

4) It is understood that Mental Health employees will notify the site's main office where they can be reached during their lunchtime for emergency situations.

G. Serving as Substitute Teacher.

See Policy 4870 (H) for payment information.

H. Adverse weather conditions: Delayed Starts

In the event of adverse weather conditions causing a delayed start, Mental Health employees, taking into account weather and road conditions, should report to their site as expeditiously as possible.

Revised: May 28, 2010
Adopted: August 9, 2010
Effective: July 1, 2010

School Closure, *Policy 4871.1*

When schools are closed to students due to adverse weather conditions, Mental Health employees are not expected to report to their assigned buildings. The Board of Education may reschedule workdays not held through a revision of Mental Health employee calendars. The Superintendent or designee is responsible for communicating any calendar revisions in a timely manner.

Approved by Superintendent Jim Huge: January 9, 1989.
Revised by Superintendent Monte C. Moses: August 16, 2004.
Revised by Superintendent Mary F. Chesley: June 8, 2009.

For hiring and assignments for SY 2015 - 2016, the following Policy language is suspended. Instead, Administrative Procedures 4874.1 and 4874.2 will be implemented on a pilot basis.

Transfer, *Policy 4874*

A. Changes of assignment for Mental Health employees will be based on the following objectives:

1. Creating the best possible match of people and positions.

2. Maintaining flexibility and stability.

3. Meeting the service needs of schools and Mental Health employees to the greatest

extent possible.

4. Operating an open, fair and predictable system.

   i. Beginning April 1, the Executive Director of Student Achievement Services, or designee, will inform the Mental Health Team of known vacancies. Mental Health employees will have two weeks after notification to inform the Executive Director of Student Achievement Services, or designee, of interest in a particular vacancy.

   ii. The Executive Director of Student Achievement Services, or designee, will confer with principals and Mental Health employees in making assignments and will strive to maintain a reasonable balance between the disciplines of psychology and social work. The Office of Human Resources and the Office of Student Achievement Services may be involved in helping to resolve difficulties.

   iii. Disputes which may arise as to placement of Mental Health employees will be resolved through the parties at interest reaching consensus. If consensus is not achieved, the decision of the Executive Director of Student Achievement Services, or designee, will be final.

   iv. Assignments will be completed as close as possible to June 1.

   v. Qualified Mental Health employees will be carefully considered for reassignment prior to outside candidates being considered.

   vi. All Mental Health employees will be placed in assignments prior to any outside candidates being considered for employment.

   vii. Vacancies occurring after the beginning of the school year may or may not be posted. Should the position not be posted, the position would be considered temporary and filled by an outside candidate and would be posted at the end of the school year.

B. Any Mental Health staff member in the Cherry Creek School District interested in exchanging positions with another Mental Health member of the District may do so if the following specific conditions are met.

   1. The specifics of the exchange will be agreed to by each Mental Health staff member, each principal or site supervisor involved in the exchange, and the Executive Director of Student Achievement Services or designee.

   2. Mental Health staff members exchanging positions and their principals must agree in writing to the exchange.

   3. Exchanges should be for a predetermined period of time mutually agreeable to all parties.

   4. The time may be modified only if mutually agreeable to all parties.

   5. Exchanges will be reported to the Office of Human Resources.

   Other specific conditions may apply, providing that they are mutually agreeable to all parties.

Mental Health staff members involved in the "In-District Mental Health Exchange" will be considered as occupying their original pre-exchange position for the purposes of determining continued employment in the event of any reduction or changes in program or staffing unless it is otherwise explicitly agreed.

Mental Health staff members wishing to pursue the "In-District Mental Health Exchange" may do so on their own.

This policy was split from Policy 4871.

Language on General Leave incorporated into Policy 4873.

Revised: June 30, 2015
Adopted: September, 2015
Effective: July 1, 2015

Reassignment, *Policy 4874.1*

Section A – Definition

Reassignment shall mean a District-initiated reassignment for all or part of the Mental Health Employee's assignment from one school or site to another.

Section B – Purpose

The District and the Association recognize that the need for some reassignments of Mental Health Employees may be unavoidable. It is agreed that reassignments should be held to a minimum. Reassignments should not result in the assignment of the Mental Health Employee to a position for which he/she is not qualified by academic preparation or license. The Executive Director of Student Achievement Services, or designee, will confer with the Office of Human Resources in making assignments that will strive to maintain a reasonable balance between the disciplines of psychology and social work throughout the District. A reassignment is a sensitive issue, so it is the goal of the District to remain sensitive to the human needs of all parties concerned.

Section C – Procedure

When the District finds it necessary to reassign a Mental Health Employee the steps listed in this procedure will be followed. It is the understanding of the District and the Association that:

1) In an effort to provide clarity and transparency for the need for a reassignment, the Executive Director of Student Achievement Services, or designee, will apply the following criteria to determine staffing needs at a school or site in order to ensure that appropriate services will continue to be provided at all schools/sites:

    a) The total student enrollment at each school or program site and,

    b) the total Special Education enrollment/percentage at each school or program site and,

    c) the Risk Factor Index (Mobility, ELL, Free and Reduced) and,

d) the presence or absence of center based programs and preschool program and,

e) the presence or absence of specific building/ site based mental health programs, such as but not limited to: Restorative Justice, PBIS, Bully Proofing, among others and,

f) the overall needs of Special Education within the District.

2) Only the Mental Health Employee(s) identified for reassignment will take part in the reassignment process and be eligible for the positions available but not yet posted.

3) A Mental Health Employee presently on a remediation plan, per Policy 4877, may be reassigned, following communication between the Director of Mental Health or designee, Mental Health Employee, his/her own designated representative, and the affected principal. In instances where the Mental Health Employee is reassigned, they will continue to be subject to the remediation plan per Policy 4877.

4) The District will make a good faith effort not to reassign a mental health employee more than once in any three (3) year period. This will include those individuals who have been reassigned under Section (C), Step 2 of this procedure, but will not prohibit an individual from volunteering again.

Step 1: Notification of the Need to Reassign A Mental Health Employee.

The Executive Director of Student Achievement Services or designee will notify the building principal, the affected Mental Health Employees, and the Assistant Superintendent of Human Resources who will notify CCEA of the need for any reassignments. These notices will contain the reasons for the reassignment based on Section (C)(1) above and will be in writing.

Step 2: Volunteering for Reassignment

a) Should there be more than one (1) qualified Mental Health Employee eligible for reassignment from a building or site there will be a request for a volunteer(s) to be reassigned.

b) The Director of Mental Health or designee in consultation with the Executive Director of Student Achievement Services will identify the job description/qualifications of the open mental health position(s) within the District.

c) Those job description/ qualifications for the available reassignment(s) will be shared with the Mental Health team members who may need to be reassigned at the affected school/ site(s). A Mental Health Employee who may be reassigned may volunteer to accept one (or more) of the available assignments.

d) Within eight (8) calendar days, unless different time frame is mutually agreed to, a Mental Health Employee shall, in writing to the building or site principal, agree to volunteer or decline to accept one (or more) of the

available assignments after notice of the need for a volunteer for reassignment.

e) The principal(s) of the school/ site with the open mental health assignment(s) will review the qualifications of the volunteer(s) using the criteria listed in Section D "Criteria" below.

f) Building principals will interview the Mental Health Employee volunteering to be reassigned.

g) If a volunteer meets the qualifications of the open assignment, the principal will recommend to the Executive Director of Student Achievement Services and Assistant Superintendent of Human Resources that the reassignment be made.

The Assistant Superintendent of Human Resources will send a written confirmation of the reassignment to the Mental Health Employee, and the President of CCEA.

Step 3: Identification and Reassignment of Non-Volunteer(s)

If the need for a reassignment exists as a result of the inability to find a volunteer or only one employee is identified for reassignment at the building/site, the Executive Director of Student Achievement Services or designee will review the job description/ qualifications of the open mental health position(s) within the District, and the criteria listed in Section (D) "Criteria" below identify the Mental Health Employee(s) for reassignment.

Step 4: Communication of Decision to Affected Staff Members

Following Step 4, the building principal and the Director of Mental Health or designee will meet with the staff member(s) who has been identified in Step 4 and will inform him/her in writing of the criteria, in Section (D) below, used to make the decision identifying them for reassignment. The Director of Mental Health or designee will inform the Mental Health Employee(s) being reassigned of available assignments and options.

Section D – Criteria

The administration and the Association agree that the mental health services needs of students should be the first guiding factor in making decisions regarding reassignments.

Otherwise in identifying the Mental Health Employee(s) for reassignment, the following other factors should be considered in the order listed below:

1. Quality of mental health service, including evaluation criteria, and
2. training, experience or demonstrated skills in specific building/ site mental health programs, such as but not limited to: Restorative Justice, PBIS, Bully Proofing, etc., and
3. Length of Service: If after considering the factors listed above a reassignment candidate cannot be identified, the Mental Health Employee who has been employed by the District for the greater length of time will remain.

Section E – Miscellaneous

1. Whenever practical, reassignments will be effective at the beginning of the academic year, and the mental health employee being reassigned will be notified of such move by the end of the preceding academic year.
2. The Mental Health Employee may request the Superintendent or designee to review the recommendation for reassignment.
3. The reassignment procedure will be applied consistently across the District.
4. If within one (1) year, a similar position arises with the same contract percentage from which the Mental Health Employee was reassigned, unless there are unusual circumstances, the Mental Health Employee will be given an opportunity to return to the previous school if the employee desires.

Revised: April 18, 2013
Adopted: September 9, 2013
Effective: July 1, 2013

Voluntary Reassignment, *Policy 4874.2*

After all involuntary reassignments are fulfilled per Administrative Procedure 4874.1 any vacant or subsequently vacant contract positions will be open for voluntary reassignment using the procedure below.

In order that this may be realized, administrators as well as interested Mental Health Employees must follow the procedures as listed. Unless these procedures are followed, a Mental Health Employee will not be recommended for voluntary reassignment, nor will an outside applicant be hired.

The Executive Director of Student Achievement Services, or designee, will confer with the Office of Human Resources in making assignments in order to maintain a reasonable balance between the disciplines of psychology and social work throughout the District. The Office of Human Resources and the Office of SAS may be involved in helping resolve difficulties.

Voluntary Reassignment Procedures

The following are procedures for ensuring consideration of in-District Mental Health Employees in filling vacant positions through in-District voluntary reassignment:

I. Procedure for Postable Assignments

Step 1: The Office of Human Resources will post vacancies (assignments ninety (90) days or greater and/or a FTE of fifty-percent (50% or greater) on the District's web site for a period of eight (8) calendar days. The days included in the fall, winter and spring break, will not count in the eight-calendar day posting.

Step 2: Those interested in specific postings for reassignment opportunities must submit an on-line voluntary reassignment request form to the Office of Human Resources no later than 4:00 P.M. on the closing date of the vacancy.

a) On-line voluntary reassignment forms are available on the CCSD website.

b) Mental Health Employees are encouraged to submit their resume and other materials directly to the site electronically or in person.

c) The Office of Human Resources will electronically or in writing acknowledge receipt of the online reassignment request form.

Step 3: Following the closing date, a list of all reassignment applicants and all reassignment request forms will be available on-line to the appropriate building administrator, or designee, for review. The Office of Human Resources will retain a copy of each list.

Step 4: The building administrator, or designee, will consider all applicants for a vacancy and select all qualified reassignment applicants for interviews. The criteria to be used can include, but may not be limited to, the following:

a) Personnel folder of the applicant:

1. Previous experience
2. College-level training
3. Evaluations
4. Licensure
5. Other

b) Communication with present and/or past supervisor and the Director of Mental Health or designee.

c) Communication with present and/or past building peers.

d) Strength and/or weakness in specific position qualification.

Step 5: The building administrator, or designee, will inform each applicant whether or not he/she will be interviewed. Any Mental Health Employee who is not granted an interview may contact the building administrator or designee for additional information.

Step 6: The building administrator, or designee, will conduct interviews, and a decision (see Step 8 below) must be made within thirty (30) calendar days after a posting's closing.

Step 7: The building administrator, or designee, must make a decision to:

a) Recommend a candidate to fill the vacancy or assignment; or

b) cancel the vacancy or assignment; or

c) request that the Office of Human Resources repost the vacancy or position.

1) If the vacancy or assignment is reposted, any interested reassignment applicant(s) may apply/re-apply and begin at Step 1 of these procedures.

Step 8: Within five (5) workdays after an applicant has filled the assignment or the vacancy was reposted, the building administrator or designee will notify all those interviewed of the disposition of the vacancy using the most expeditious communication method possible.

II. Procedure for Non-Postable Assignments

1) The Director of Mental Health or designee will be responsible for the management of all assignments less than ninety (90) contract days or less than fifty-percent (50%) FTE.

   a) The Director of Mental Health or designee will notify all Mental Health Employees when assignments of less than ninety (90) contract days or less than fifty-percent (50%) FTE are available using district email.

   b) Within eight (8) calendar days of such notification, interested Mental Health Employees whose FTE is less than one-hundred percent (100%) must communicate their desire to accept such reassignment(s) by contacting the principal(s) with the assignment directly.

   c) The principal will consider for interview all qualified Mental Health Employees who have contacted the principal and indicated their desire to accept the assignment.

2) The Director of Mental Health or designee will, upon receiving notice from the principal of the Mental Health Employee~~s~~ acceptance of the assignment inform the Office of Human Resources of the reassignment.

3) If the Office of Human Resources must bundle and post assignments defined in Section II(a) above, then the District will utilize the procedure set forth in Section (I) above, "Procedure for Postable Assignments."

Proposed: April 18, 2013
Adopted: September 9, 2013
Effective: July 1, 2013

Assignment, *Memorandum of Understanding*

Policy 4874

For the purposes of this policy, Mental Health Employees will be defined as District employees whose assignment to a particular worksite is under the supervision of the Executive Director of Student Achievement Services. All Mental Health Employees who are voluntarily or involuntarily reassigned shall maintain their guaranteed contract percentage per Policy 4871(B)(1).

To meet staff desires, any Mental Health Employee may request reassignment for the following school year.

All Mental Health Employees will be in assignments prior to any outside candidates being considered for employment. Qualified Mental Health employees will be considered for reassignment prior to outside candidates being considered.

A. Definitions and General Considerations

1. Assignment

   i. Assignment shall refer to the position held by a Mental Health Employee at a specific school or site.

   ii. Any mental health position that becomes open whether newly created because of an increase in staffing or due to a vacancy shall be covered by this Policy and its accompanying procedures 4874.1 and 4874.2.

   iii. When a mental health position becomes available within the District any Mental Health Employee within the District qualified to fill that assignment will be given consideration before outside applicants are considered.

   iv. In order to be responsive to the needs of staff members, schools and their students, assignments will be completed as soon as possible.

   v. If there are no open mental health positions available for ~~re~~assignment, the provisions of Policy 4871(B)(2) shall be utilized.

2. Reassignment

   i. Reassignment shall mean a District-initiated reassignment from one school or site to another. Administrative Procedure 4874.1 will define the process for addressing reassignment.

   ii. All District-initiated reassignment(s) must be completed before the voluntary reassignment process will begin.

   iii. The reassignment of a Mental Health Employee should be used as a last resort, so every reasonable effort should be made to ensure that staff members retain their assignment.

   iv. Maintaining open communication with the affected Mental Health Employees(s) is encouraged to help reduce the stress associated with reassignment.

   v. In order to ensure the most transparent and effective reassignment process, Mental Health Employees and administrators should expedite the identification of vacancies that become available through normal attrition (e.g., retirements or resignations) as well as increases to staffing.

   vi. The Executive Director of Student Achievement Services, or designee will preliminarily inform the Office of Human Resources of the potential need for reassignment. Within five (5) days of the Office of Human Resources confirming the need for reassignment, the Executive Director of Student Achievement

Services, or designee, must notify the Office of Human Resources and the Cherry Creek Education Association (CCEA) in writing of the assignments (e.g., school, percent of contract affected) requiring reassignment.

vii. Once notified of the need for reassignments by the Executive Director of Student Achievement Services, or designee, the Office of Human Resources will not post any mental health positions until all current employees hold an assignment for the next school year at the percentage of contract they currently hold.

3. Voluntary Reassignment

i. Voluntary reassignment shall mean an employee-initiated reassignment from one school or site to another or the acceptance of an increase in FTE up to one hundred percent (100%). Administrative Procedure 4874.2 will define the process for addressing voluntary reassignment.

ii. Mental Health Employees will have eight (8) calendar days after notification of non postable assignment(s) to inform the Executive Director of Student Achievement Services, or designee, of an interest in a particular assignment (Cross Reference Section (II)(a)(ii) of Administrative Procedure 4874.2).

iii. If, within one (1) year, a similar position arises in the building from which a Mental Health Employee has been reassigned, as a result of program requirements or staffing imbalance, the Executive Director of Student Achievement Services or designee will give highest priority to the Mental Health Employee's request for the reversal of that reassignment.

B. In-District Mental Health Employee Exchange

1. Mental Health staff members wishing to pursue the "In-District Mental Health Exchange" may do so on their own.

2. Any Mental Health Employee in the Cherry Creek School District interested in exchanging positions with another Mental Health Employee of the District may do so if the following specific conditions are met.

i. Mental Health exchanging positions must have written approval of each principal or site supervisor involved in the exchange, and the Executive Director of Student Achievement Services or designee.

ii. The specifics of the exchange will be agreed to by each Mental Health Employee involved in the exchange.

iii. Exchange should be for a predetermined period of time mutually agreeable to all parties.

iv. The time may be modified only if mutually agreeable to all parties.

v. Other specific conditions may apply, providing that they are mutually agreeable to all parties.

vi. Exchanges will be reported to the Office of Human Resources and the Executive Director of Student Achievement Services or designee.

3. Mental Health Employees involved in the "In-District Mental Health Exchange" will be considered as occupying their original pre-exchange position for the purposes of determining continued employment in the event of any reduction or changes in program or staffing unless it is otherwise explicitly agreed.

Revised: April 18, 2013
Adopted: September 9, 2013
Effective: July 1, 2013

Reduction in Force, *Policy 4890*

1. If a reduction in force is necessary, cancellation of mental health employees' contracts will be made according to seniority. Seniority will be determined according to an employee's original assignment date (first day of work). If more than one employee has the same original assignment date, the order of seniority will be by lot.

2. An employee whose contract was canceled will be reemployed if a position opens within twenty four months of the contract cancellation. Such reemployment will be by inverse seniority of those whose contracts were canceled. For positions which open after the twenty fourth month, the individual must use the normal application process for employment.

3. The District will attempt to minimize contract cancellations through retirements (including financial inducements when feasible), resignations and extended leaves of absences.

Revised: June 13, 1994
Adopted: June 24, 1994
Effective: July 1, 1994

Mental Health Team Intern Usage, *Memorandum of Understanding*
2017 – 2020

It is not the intent of Student Achievement Services or the District to replace existing mental health staff with paid interns. However, the District reserves the right to allocate mental health positions in accordance with existing budgetary conditions and needs projections.

Accordingly, in attempt to address the concerns of the mental health staff regarding the use of paid interns, an advisory committee will be established consisting of six members, three of whom are selected by the administration and three mental health staff selected by the Association. The purpose of the committee will be to advise the administration of Student Achievement Services as to the placement and supervision of interns. Committee members will be selected by February 15 of each year. On or before October 15 of each school year, the committee will meet to review and evaluate the process with the option of either party reopening this memo of understanding.

The District agrees to use paid interns in an amount not to exceed seven percent of the number of mental health FTE's allocated in any given year. In its recommendations regarding the placement and supervision of interns, the committee will consider the quality of the supervisory experience

for the intern, the competencies of the intern in relation to the needs of the building, the continuity of program at a given facility, accepted guidelines from state and national organizations and requirements of the program as outlined by the sponsoring university or college.

This agreement will continue in full force and effect until June 30, 2020. The agreement may be extended, amended, or terminated at any time by mutual consent.

Revised: May 25, 2017
Adopted: June 12, 2017
Effective: July 1, 2017

Resignation/Retirement, *Policy 4881*

Resignation

Written notice of intent to resign must be received by March 15 of the school year prior to the proposed effective date of employment termination. Effective July 1, 2018, written notice of intent to resign must be received by March 1 of the school year prior to the proposed effective date of employment termination. This requirement may be waived by the Superintendent in case of emergency. All resignations must be approved by the Board of Education.

Contractual agreements shall be entered into in good faith on the part of both parties. Therefore, whenever the length of the contractual agreement is not fulfilled, either before or after the start of the school year contracted, the Board of Education reserves the right to collect or withhold damages as specified and authorized by Colorado Statute.

Retirement/Service Bonus

A. Introduction

Each eligible mental health employee will have the privilege to accept or reject the payments and/or benefits outlined in this policy. No mental health employee will be entitled to receive compensation from this program more than once. Any mental health employee who participated in the Experience and Longevity Plan will not be eligible for this Retirement/Service Bonus.

B. Eligibility Criteria

A mental health employee becomes eligible for the Retirement/Service Bonus when the following criteria have been met, or when otherwise approved by the Board of Education.

1. Has been employed by the District as a full-time mental health employee or a full-time teacher in a position requiring certification/licensure for no less than nineteen (19) years immediately prior to application for benefits under provisions in this policy. Such time must be without a break of service to the district (Board-approved leaves of absence are not considered a break of service). Additionally, the applicant must have been employed (or on a Board-approved leave) for at least 90 working days in the current school year to be eligible.

2. "Full-time," for purposes of this policy, is defined as meeting the criteria for

vertical movement on the salary schedule per policy 4141 (F)(2) for teacher experience and per policy 4870 (D)(2)(3) for mental health employees.

3. Has submitted a written resignation from employment in the district to the board of education. This resignation shall be effective prior to receiving cash and/or benefits under this policy.

4. Has completed an individual retirement application and agreement (administrative procedure 4881.1), and has submitted it to the board of education

C. Granting of Benefit to Eligible Applicants

1. The District will impose an annual spending cap of $2,550,000 for teachers and mental health employees to pay:

   (a) this retirement/service bonus,

   (b) the payments for accumulated sick leave (under procedure 4151.6, and 4873.2) to participants who receive payments under this retirement/service bonus plan, and

   (c) longevity schedule payments under policy 4870 (F)(3) (Compensation for Mental health employees at Maximum) and under Policy 4141, (O)(4) (Compensation for Teachers at Maximum).

2. Retirement/Service Bonus Payments excluded from the cap:

   (a) Compensation for accumulated sick leave for any employee other than one receiving this retirement/service bonus is specifically excluded from the cap.

   (b) Employees who may be eligible but would not otherwise receive compensation under this policy may receive compensation with Board approval. In such cases, compensation paid to those employees will be specifically excluded from the cap noted in section (C)(1) above.

3. Payments from the cap will be made in the following order:

   (a) longevity schedule payments, for recipients during that school year, per policy 4141 (O)(4) and 4870 (F)(3),

   (b) the payments for accumulated sick leave to participants in the retirement/ service bonus plan, per policy 4151 (A)(2) and 4873 (1)(A)(2),

   (c) the retirement/service-bonus

4. Applicants who apply by the March 15 deadline will be paid according to the payment schedule (D) (1) below. Effective July 1, 2018, applicants who apply by the March 1 deadline will be paid according to the payment schedule (D-1) below. Payment for the retirement/service bonus will be based on total years of full-time service with the District (i.e., the number of most recent consecutive years of service plus any additional years of teaching and/or mental health service in the district not otherwise included) with those applicants with the highest years of

service being paid first or, in the case that funds are not sufficient to pay all applicants who meet this deadline, the following provisions (5-7) will apply.

5. If sufficient funds exist to pay this retirement/service bonus to one or more but not all eligible applicants with a particular number of years of service (e.g., nineteen), the bonus shall be paid to all applicants with that number of years of service on a pro rata basis (i.e., the total dollar amount remaining will be divided equally among all such applicants).

   a. Eligible applicants who do not receive the full bonus may rescind their resignation or retirement within twenty-one (21) calendar days after formal notification of the amount for the retirement bonus. Following that deadline, a final calculation of the pay-out will be made according to the process outlined in section (C)(5) above.

   b. Employees applying after the March 15 deadline (and March 1 deadline effective July 1, 2018) will be eligible for payment under this provision only if the funds have not been depleted using the process outline in sections (1-5) above. Such employees will receive this payment based on the date of application, with the first applicant receiving the bonus first. If sufficient funds exist to pay the bonus to one or more but not all eligible applicants who turn in their completed applications on the same day after March 15 (and March 1 effective July 1, 2018), the bonus shall be paid to all such applicants on a pro rata basis, i.e., the total dollar amount remaining will be divided among all such applicants, with each individual receiving an equal percentage of the dollar bonus that individual would have received if sufficient funds had existed to pay all such applicants.

   c. In the event that there are insufficient funds to pay all eligible employees the full amount they would have otherwise been entitled to receive, the payment method for the following year may be revised through negations.

6. Compensation

   a. Payment Schedule

   The retirement/service-bonus compensation shall be based on the total number of years of full-time service in the District (i.e., the number of most recent consecutive years of full-time service plus any additional years of full-time teaching and/or mental health service in the district not otherwise included) as reflected in the schedule below:

Retirement / Service-Bonus Payment Schedule

Years of CCSD Service	Payment Amount	Final Payment
19	$20,000	*
20	$21,818	*
21	$23,636	*
22	$25,455	*

23	$27,273	*
24	$29,091	*
25	$30,909	*
26	$32,727	*
27	$34,545	*
28	$36,364	*
29	$38,182	*
30+	$40,000	*

* The final retirement/service-bonus payment is calculated by subtracting the total of the longevity schedule payments the teacher has received, under Policy 4870 (F)(3) from the retirement/service bonus payment amount.

b. Payment for Work Agreed to by the Retiree and the District

(a) If it is mutually agreed to by the retiree and the District, the retiree may work as a consultant in the District.

(b) Payment for the days worked will be based on the retiree's current per diem pay.

(c) Payment for these days worked will be made the month following the days worked.

(d) It is understood that any days worked as a consultant will be deducted from the retiree's accumulated sick leave.

c. Post Retirement Employment

(a) The mental health employee should request post retirement employment from the building principal or designee by February 15 of that school year.

(b) To the extent possible, the District will notify the mental health employee of their acceptance for post retirement employment by March 1 or as soon after as possible. Effective July 1, 2018, the District will notify the teacher of their acceptance for post-retirement employment by February 21 or as soon after as possible.

(c) In order to maintain the cost neutral character of this program, employees hired for post-retirement employment will be paid a percentage of their previous salary schedule payment. Previous salary will be determined by their previous placement on the salary schedule, not including MaxSal, SAIP, Special Professional Growth, Supplemental Benefit and Experience and Longevity payments. Additionally, mental health employees assigned a supplemental or RF position will be paid according to policy 4870 and/ or 4142. Mental health employees hired for post retirement employment would have the rights and privileges provided to them under the negotiated agreement for mental health employees, Policies 4870, 4871, 4878 and 4879 during the year for which they are employed. Annually, not later than December 1, a CCEA representative and a representative of District Fiscal Services will meet to determine the percentage of salary for

such employees so that the program remains cost neutral.

(d) All parties understand that the District is under no obligation to rehire mental health employees in this program.

d. Payment Schedule

All payments will be made in increments of months up to 36 months or years up to three years. In no case shall payment be made in less than two years.

e. Death Provisions

Upon the death of the retiree receiving retirement compensation, the unpaid portion of the allotment shall be due and payable to the retiree's designated beneficiary using the same schedule as above.

Revised: May 22, 2017
Adopted: August 14, 2017
Effective: July 1, 2017

Retirement Application and Agreement, *Policy 4881.1*

Pursuant to the provisions of Policy 4119 of the Board of Education of Cherry Creek School District No. 5, I _____ do hereby apply for retirement from employment with the District. Upon acceptance and approval of this application by the Board of Education, it is understood and agreed:

A. My written resignation from employment in the Cherry Creek School District accompanying this Retirement Application and Agreement form shall be effective as of the _____ day of _____, 20____, at which time any and all rights to employment with the District forthwith terminate.

B. In consideration for my retirement from employment with the District, the District will compensate me in the manner and amount as hereinafter provided, which includes all obligations of the District to me as of my termination date. The District shall have no further obligation to afford me the opportunity to consider me for re-employment.

C. The District will pay me as follows:

1. The retirement/service-bonus based on years of CCSD service from the chart below. $_____

   Minus the total amount of money received in longevity schedule payments $_____

   TOTAL = (retirement/service-bonus minus longevity schedule payments.) $_____

2. Payment schedule:

Retirement/Service Bonus Payment Schedule

Years of CCSD Service	Payment Amount	Final Payment
19	$20,000	*
20	$21,818	*
21	$23,636	*
22	$25,455	*
23	$27,273	*
24	$29,091	*
25	$30,909	*
26	$32,727	*
27	$34,545	*
28	$36,364	*
29	$38,182	*
30+	$40,000	*

* The final payment is calculated by subtracting all longevity schedule payments the mental health employee has received, under policy 4870-F-3, from the retirement/service bonus payment amount.

_____ payments of $_____paid monthly/yearly (circle one)

commencing _____, 20____.

In the future, the retiree may, at the District's option, be asked to do additional work as a consultant. This work would be arranged by a separate agreement between the retiree and the District.

D. Upon my death, any unpaid portion of my early retirement compensation shall be due and payable in full to my designated beneficiary, if payment can be made in such manner under the existing statues.

RETIREE SIGNATURE: _____

DATE: _____

For the District: Cherry Creek School District No. 5
Arapahoe County
State of Colorado

By: _____ Date: _____

Approved by Superintendent Robert D. Tschirki: June 24, 1994

Revision approved by Superintendent Monte C. Moses: June 11, 2001

Evaluation, *Policy 4877*

The primary purpose for the evaluation of Mental Health employees will be for the on-going improvement of the Mental Health program and its services. It will be the responsibility of the Director of Pupil Services to supervise the evaluation process and submit recommendations to the Superintendent for appropriate action.

Part One: Performance Areas and Standards for Evaluation and Remediation

> **JOB GOAL:** The mission of the Cherry Creek School District is to inspire every student to think, to learn, to achieve, and to care. In support of this mission, Psychological/Social Work services are utilized to maximize the educational potential and success of every student.

Evaluation of the performance of Mental Health employees will be based on the eight performance areas. A performance area evaluated as unsatisfactory should be addressed according to the performance standard.

I. PERFORMANCE AREA: ASSESSMENT

RATIONALE: As a member of a multidisciplinary team, the school psychologist/social worker assesses a student's cognitive, adaptive, and social/emotional functioning as well as the family's past and current functioning. From this assessment, the psychologist/social worker identifies educational needs and makes recommendations as to learning strategies, environmental adaptations, teaching techniques, psycho educational interventions, and/or eligibility for special education services.

STANDARDS FOR SATISFACTORY PERFORMANCE: The psychologist/social worker consistently:

- conducts and/or arranges appropriate assessments, including cognitive, social/emotional, adaptive/general behavior and educational functioning;
- writes clear and concise summaries/reports;
- updates assessment knowledge and skills on an ongoing basis
- provides accurate feedback to students, teachers, and parents regarding assessment data;
- integrates assessment data with other team members' input in order to develop effective interventions;
- is knowledgeable of and accounts for cultural, socioeconomic, and language issues that may affect the student's educational functioning and/or the assessment process.

II. PERFORMANCE AREA: DIRECT SERVICE

RATIONALE: Today's society is complex, with many stresses on students and schools. Direct services such as counseling, crisis intervention, staff in-servicing, mental health education, research, and program development are an important part of a school's

instructional component. Students need to be emotionally available for learning. Staff and communities need to have knowledgeable resources in mental health. Special education programs need these services in order to meet identified individual student needs and legal mandates.

STANDARDS FOR SATISFACTORY PERFORMANCE: The psychologist/social worker consistently:

- provides short-term individual, group, and family counseling services;
- provides classroom groups, presentations, and interventions;
- participates in the teaching of the health curriculum as needed;
- provides crisis intervention services when needed;
- demonstrates well-developed theory, techniques, and skills for direct mental health intervention;
- provides direct services as prescribed on IEP's;
- attends staffings and contributes information in a helpful way;
- develops preventative mental health programs;
- supports parents and students in developing a trusting and positive relationship with the school;
- participates in/and or designs research as needed.

III. PERFORMANCE AREA: CONSULTATION

RATIONALE: The psychologist/social worker has specific expertise in understanding human behavior. Consulting effectively with administrators, parents, and teachers has a direct and powerful effect towards improving the achievement and social/emotional adjustment of students.

STANDARDS FOR SATISFACTORY PERFORMANCE: The psychologist/social worker consistently:

- provides useful consultation on mental health issues to students, staff, parents, and community;
- develops trusting and collaborative relationships which allow effective consultation;
- establishes credibility as a knowledgeable source of relevant information;
- follows-up on consultation in a timely manner;
- seeks out resources, research, or further information for consultation if needed;
- demonstrates knowledge of consultation theory.

IV. PERFORMANCE AREA: STUDENT RELATIONS

RATIONALE: Effectiveness as a school psychologist/social worker is contingent upon an ability to develop rapport with students. Trust, respect, and caring must be evident in meaningful relationships with students.

STANDARDS FOR SATISFACTORY PERFORMANCE: The psychologist/social worker consistently:

- develops positive working relationships with students, individually and in groups;
- demonstrates effective listening skills;
- is available to students;
- demonstrates techniques for developing relationships with difficult, "at-risk," and/or uncooperative students;
- is seen by students as a helpful resource in the school;
- is empathetic and genuine.

V. PERFORMANCE AREA: PROFESSIONAL RELATIONS AND RESPONSIBILITIES

RATIONALE: Effective schools are characterized by productive learning environments. The degree to which a psychologist/social worker collaborates with peers, supports organizational procedures, and grows professionally helps create a positive school climate.

STANDARDS FOR SATISFACTORY PERFORMANCE: The psychologist/social worker consistently:

- participates in on-going professional growth activities;
- contributes positively to the special services team, school, and/or district;
- works cooperatively with other staff members and handles conflict situations appropriately;
- builds collaborative, trusting, and credible relationships with colleagues and other staff members;
- seeks peer consultation on a regular basis;
- uses supervision well;
- complies with district, school policies, procedures and goals;
- participates in staff development activities, continuing education, professional organizations, and/or other activities which contribute to professional improvement;
- uses self-assessment;
- educates self and uses this information to better job performance.

VI. PERFORMANCE AREA: COMMUNITY RELATIONS AND RESPONSIBILITIES

RATIONALE: An open and collaborative relationship with parents and the community contributes to student success by creating a positive school and district environment.

STANDARDS FOR SATISFACTORY PERFORMANCE: The psychologist/social worker consistently:

- becomes involved in and supports school and community activities;
- is a liaison to community agencies;
- communicates with parents honestly and with understanding;
- applies conflict resolution skills with parents and the community when needed;
- demonstrates outreach to parents and community;
- educates the community on mental health issues and services through in-services, workshops, newsletters and other forms of communication;
- uses knowledge of community agencies to make appropriate referrals for services.

VII. PERFORMANCE AREA: ORGANIZATIONAL SKILLS AND PLANNING

RATIONALE: Students function best in a well-managed environment. Mental health services can best be delivered by a psychologist/social worker who effectively manages time and resources.

STANDARDS FOR SATISFACTORY PERFORMANCE: The psychologist/social worker consistently:

- prioritizes time effectively;
- works with building staffs to identify specific goals and priorities for services;
- is punctual;
- completes paper work in a timely fashion;
- keeps accurate records and statistics.

VIII. PERFORMANCE AREA: KNOWLEDGE OF PROFESSIONAL ETHICS

RATIONALE: Standards for professional conduct, usually referred to as ethics, recognize the obligations of Mental Health professionals to provide services and to conduct themselves so as to place the highest priority on human rights and individual dignity. A code of ethics seeks to assure that each person, family, and organization served will receive the highest quality of service. Even though ethical behavior involves interactions between the Mental Health professional, the person served and employing institutions, responsibility for ethical conduct must rest with the professional.

STANDARDS FOR SATISFACTORY PERFORMANCE: The psychologist/social worker consistently:

- adheres to the professional ethical standards and guidelines developed by the national Association of School Psychologists, National Association of Social Workers and/or the American Psychological Association;
- seeks peer consultation on a regular and on-going basis;
- consults with the Coordinator of Mental Health when necessary regarding problematic situations involving ethical concerns;
- is prompt in responding to building needs and referrals.

Part Two: Evaluation Process

The Coordinator of Mental Health will provide copies of Policy 4877 and appropriate training/informational materials to Mental Health employees annually.

All Mental Health employees are subject to being evaluated according to the following procedures.

I. PROCEDURE FOR THE EVALUATION PROCESS

Note: Please see Memorandum of Understanding titled "Evaluations of Satisfactorily Performing: a) Non-Probationary Teachers, b) Non-Probationary Nurses and c) Mental Health Employees With More Than Two Years of Experience in the District.

A. All first and second year Mental Health employees will be evaluated twice a year by the Coordinator of Mental Health with input from the principal(s).

B. All other Mental Health employees will be evaluated every third year.

1. If a Mental Health employee has been previously evaluated as satisfactory, the Mental Health employee, with the agreement of the Coordinator of Mental Health or her/his designee, may choose to use an alternative evaluation process.

   a) The alternative evaluation process may include peer collaboration and/or self-evaluation.

   b) The alternative evaluation process will result in an evaluation document.

      i) It will be the responsibility of the Coordinator of Mental Health to assure that all eight areas of this policy are generally addressed in this document.

      ii) The focus and format of the report will be jointly developed by the Mental Health employee and the Coordinator of Mental Health with input from the principal(s).

      iii) Regardless of the format, the district cover sheet for Policy 4877 must be used.

   c) A Mental Health employee or the Coordinator of Mental Health may exercise the option of returning to the regular evaluation process.

i) This must be done in writing to the Coordinator of Mental Health by January 15 of the evaluation year.

ii) The Mental Health employee will be automatically returned to the regular evaluation process.

2. At least every other formal evaluation of a Mental Health employee must be done by or include participation from an administrator holding a Type D certificate. The Coordinator of Mental Health will notify the Office of Human Resources about Mental Health employees using any alternative evaluation process. The Office of Human Resources will be responsible for providing appropriate record-keeping support.

C. The evaluation process may be initiated at any time by the Mental Health employee or the Coordinator of Mental Health.

D. During the years in which a Mental Health employee is not scheduled for evaluation, activities related to professional growth will be jointly developed with the Coordinator of Mental Health or his/her designee. These activities may include, but are not limited to: informal administrative observation, specific goal setting, peer coaching, peer appraisal and self appraisal. A record of the activities shall be kept in the Mental Health employee's Pupil Services personnel file. Information from peer coaching, peer appraisal and self appraisal may be included at the Mental Health employee's discretion.

E. The Coordinator of Mental Health, with input from the principal(s), will be responsible for the evaluation process for all Mental Health employees.

F. Each evaluation shall consist of a minimum of two formal observations which may be scheduled or unscheduled. Informal observations as well as additional formal observations may occur as appropriate.

1. The designation of formal observation indicates some type of documentation of performance, an analysis of the documentation, and an interpretation and discussion of the observation with the Mental Health employee. The length of a formal observation shall be at least thirty minutes.

2. Informal observation allows an evaluator to validate or question data gathered at other times.

3. Formal/informal observations may include, but are not limited to, classroom groups, staffing, care and concern groups, staff meetings, principal/parent conferences, parent/teacher conferences and in-services.

G. All evaluations shall be conducted so as to observe the legal and constitutional rights of the Mental Health employee. No evaluation information shall be gathered by electronic devices without the consent of the Mental Health employee.

II. The evaluator will:

A. Give the Mental Health employee written notification that he/she will be evaluated during the current school year. This notification will be given prior to conducting any formal observations;

B. Complete the formal Cherry Creek Mental Health employee evaluation for first and second year Mental Health employees by December 15 and May 15;

C. Complete the formal Cherry Creek Mental Health employee evaluation for all other Mental Health employees ten (10) working days prior to the end of their contracted calendar year;

D. Hold a conference with the Mental Health employee within five (5) working days of any formal observation to give feedback to the Mental Health employee about the observation;

E. Identify, following formal observation, performance areas needing improvement when necessary and give specific recommendation for improvement;

F. Hold a conference with the Mental Health employee to review the evaluation report;

G. Complete the evaluation process and the evaluation report prior to recommending that a Mental Health employee be moved from the evaluation process to the remediation process;

H. Recommend to the Executive Director of Human Resources the transfer of any Mental Health employee from the evaluation process to the remediation process.

III. The Mental Health employee will:

A. Read and become knowledgeable of this Policy;

B. Confer with the Coordinator of Mental Health or designee(s) regarding the evaluation process and report; and

C. Develop and implement strategies to improve performance areas identified during the observation and/or within the evaluation report.

IV. Evaluation Report

A. The evaluation report is a written narrative summary on each of the performance areas attached to the standard cover sheet.

B. The evaluation will contain a jointly developed growth plan.

C. The evaluator will give one copy of the evaluation report to the Mental Health employee, retain one copy, and send a copy to the Office of Human Resources for placement in the Mental Health employee's file.

<u>Part Three – Remediation Process</u>

I. Placement of Mental Health employees in the remediation process:

A. If a Mental Health employee's performance in one or more of the eight (8) performance areas is judged by the Coordinator of Mental Health to be unsatisfactory, the

Coordinator of Mental Health will notify the Mental Health employee in writing of the decision to move from the evaluation process to the remediation process. The Coordinator of Mental Health will also notify the Mental Health employee of his/her right to representation during the remediation process.

B. The Coordinator of Mental Health will hold a conference with the Mental Health employee within five (5) working days following delivery of the written notification of movement from the evaluation process to the remediation process.

C. At the conference, the Coordinator of Mental Health, the Mental Health employee and any other appropriate personnel will:

1. Review specific performance concerns identified in the evaluation report; and

2. Formulate a written remediation plan including:

a. Objectives for improving the identified performance concerns;

b. Identification of resources and assistance available to implement the objectives;

c. A timeline for completing the objectives;

d. Criteria by which the attainment of the objectives will be measured;

e. A minimum of one conference per month to monitor progress on the remediation plan objectives.

D. If agreement on any or all of the above items (a-e) cannot be reached, the Coordinator of Mental Health is responsible for the final decision regarding the written remediation plan.

E. Following completion of the timeline established in the remediation plan, the Coordinator of Mental Health and Mental Health employee will meet to review the remediation process. The Coordinator of Mental Health will state, in writing, whether the Mental Health employee has corrected the identified performance problems. The Coordinator of Mental Health will then forward the remediation report and all supportive data to the Mental Health employee and the superintendent, attached to the standard remediation cover sheet. This report will include a recommendation to return the Mental Health employee to the evaluation process, to continue the remediation process for one more time period or to proceed to appropriate disciplinary action. Disciplinary action can include, but is not limited to, suspension and dismissal.

Revised: May 30, 2012
Adopted: August 13, 2012
Effective: July 1, 2012

Mental Health Evaluation, *Memorandum of Understanding*

Policy 4877

The Cherry Creek School District Board of Education may adopt the new state model evaluation tool/rubric to be used beginning school year 2014 - 2015. If it does, the parties agree that Policy 4877 and any other policy or procedure related to Mental Health employee evaluation will be suspended to the extent that they conflict with the adopted evaluation tool/rubric. The parties further agree to the following if the Board adopts a new evaluation system:

1. The parties agree to work together to incorporate into any new evaluation system portions of Policy 4877 that are consistent with the new evaluation procedures and related forms.

2. Each party agrees to engage in regular communications regarding the evaluation process and its implementation. Such regular communication shall be conducted through the Superintendent and CCEA President, or their designees.

3. The parties agree that procedures for the new evaluation system, including existing Policy 4877, shall be the subject of negotiations during the 2017-2018 school year.

Revised: May 25, 2017
Adopted: June 12, 2017
Effective: July 1, 2017

(S.T.A.R.) Program, *Memorandum of Understanding*
Cherry Creek Teacher Assistance

In an ongoing effort to improve student achievement and provide the highest quality educational program to all students, the Cherry Creek School District and the Cherry Creek Education Association work continually to examine practices and processes that reflect continuous improvement. We understand that, in order for students to achieve and improve, teachers must succeed in their teaching. With that understanding in mind, the District and Association agree to cooperate in ongoing implementation of a teacher assistance program. The goal of this program will be to improve the quality of instruction through a peer assistance program for beginning teachers and for intervention with other staff members where necessary and appropriate.

1. The District will appoint three members and the Association will appoint four members to a Governing Panel that will supervise the implementation of this program.

2. The Governing Panel will provide necessary assistance to the negotiation teams by recommending language to replace the existing Policy 4152.

Site-Based Management Model, *Memorandum of Understanding*

I. Purpose

In an effort to improve and support student learning and achievement, each site, which directly serves students, will develop a written site-based management model.
In order to achieve the purpose above, this memorandum of understanding is intended to:

1. Clarify the decision-making process at each site.

2. Invest people in site decisions.

3. Empower people to participate in site decisions.
4. Allow for on-site resolution of site concerns.

II. Model

The site-based management model developed at each site must address the participants in the model, the structure through which the site reaches shared decisions, and the levels of involvement in the model. These elements must be developed and implemented during the 95-96 school year.

A. PARTICIPANTS in the model shall include but not be limited to:

1. Parent/Community
2. Staff/Teachers
3. Students
4. Administrators

B. This STRUCTURE should recognize the importance of empowering people in the decision-making process while recognizing the responsibility of the principal as the final decision-making authority.

The components of this structure shall include but not be limited to:

1. How committee or other structures are determined.
2. How frequently meetings occur.
3. How topics are introduced and studied.
4. How decisions are reached.
5. How dissenting opinions are addressed.
6. How information is shared.

C. The LEVELS OF INVOLVEMENT in the model would describe the opportunities and options individuals would have for participating in a given decision-making process.

An example of these levels might include but are not limited to:

1. Accountability - Decision-making:

   "I want to serve on a decision-making committee."

2. Responsibility -Taking action:

   "I will attend sessions to initiate input."

3. Consultation - Asking for opinions:

   "I want to get information from the group and respond."

4. Information - Hearing-about decision:

"I want to know when the decision is made and I will comply."

III. Topics/Issues

The TOPICS/ISSUES to be brought to the model shall include but not be limited to:

1. Structure and use of planning time
2. Class sizes/loads
3. Staffing design building-wide (by level, by team, or by department)
4. An annual review of site committee structure
5. Site issues related to special education inclusion
6. Site staff development (including the use of non-contact days)

IV. Procedural Considerations

A. The site-based management model developed will be disseminated in written form throughout the site community.

B. No appeals or waivers of District policy shall be considered for the term of this memorandum of understanding.

C. The CCEA and the Division of Performance Improvement or District designee will address concerns about whether or not the site-based management model is in use. Written concerns about whether or not the site-based management model is in use may be directed to the Superintendent or CCEA President.

This memorandum of understanding will be reviewed by June 30, 2020, and may be continued by mutual agreement of the parties.

Revised: May 25, 2017
Adopted: June 12, 2017
Effective: July 1, 2017

Compensation, Benefit, and Leave Information

Salary, *Policy 4870*

A. Salary Range

Mental Health employees will be compensated based on educational level and years of experience and placed accordingly on the salary schedule contained in teacher Policy 4141.

B. Salary Placement

1. A two-year master's degree in either social work or psychology is required within the definition of M.A. throughout the salary schedule.

2. Effective July 1, 2007, the Human Resources Department will recognize verified previous mental health experience and the mental health employee will advance one (1) vertical step on the salary schedule for each year of recognized service, up to a maximum of five steps as specified in (B)(4) below, provided the mental health experience meets one or both of the following conditions (a or b):

   a) If the experience occurred (is) in a public school the following applies:

      i) The experience must have occurred while the mental health employee held a valid teaching certificate/license issued by that state, and

      ii) The experience must have been while under contract and the mental health employee was paid on the official salary schedule for certificated/licensed personnel of the District, and

      iii) The mental health employee must have:

         a. Worked at least a fifty percent (50%) contract, and

         b. Worked four (4) or more hours per day for ninety (90) days or more, or

         c. Worked fifty percent (50%) or more, of the hours (360 hours or more) required of a full time alternative schedule.

   Paid leave will be considered as time worked for the provisions of this policy. Unpaid leave will not count towards meeting the time requirements outlined above.

   b) If the experience is in non-public schools and/or a clinical setting, the following applies:

      i) The qualifying professional work experience (private, public, educational, or clinical) must have occurred after the date that the employee was conferred with the minimum degree required by the Cherry Creek School District for employment as a social worker or psychologist as specified in (B)(1) above.

         a. Either the experience was in a clinical setting for a period of six (6) months or more of full time mental health experience during a twelve (12) month period, or

         b. the experience was in a school setting and meets the requirements of

provision (B)(2)(a) above.

c. Vertical Step Movement on the salary schedule will not be granted for internships and/or teaching at the college or university level.

3. In the 2012 – 2013 school year, all Mental Health employees in the District who were paid in school year 2011 – 2012 according to provisions of the Experience Credit Schedule will be placed on the salary schedule step commensurate with their recognized outside experience and their in-district experience. The combination of salary step and experience credit recognition never exceeds the maximum compensation of the degree column.

4. Pursuant to previously described criteria affecting recognition of prior mental health experience in the applicable provisions above, effective July 1, 2002, for Mental Health employees in their first year of employment with the District (either initial employment or after severance of at least ninety (90) days in the previous contract year), initial salary schedule placement will recognize verified prior experience up to five (5) years, i.e., placement up to step six (6) on the salary schedule in the appropriate educational column.

5. Undergraduate courses qualify for horizontal advancement but only if they are taken and approved after the individual has been contracted by the District.

6. Returning Former Mental Health Employees

   If a Mental Health employee resigns from the District and is re-employed within four (4) years, the Mental Health employee will be given full credit for in-District experience and full credit for out-of-district experience up to the limits of this policy (B) (2) above and commensurate with the Mental Health employee's educational attainment.

   Experience excluded from credit is: Volunteer work, internships, graduate and/or post-doctoral assistantships, and any training positions.

7. Horizontal Movement on the Salary Schedule

   If a higher level of training is achieved, mental health employees must complete, sign, and submit a Professional Growth/Horizontal Advancement Completion Form to their principals for submission to the Office of Human Resources. The day the forms and documentation are received in the Office of Human Resources will be the effective date for change following approval by the Board. (Cross reference - Policy 4880, Professional Growth). A change in the horizontal status of a mental health employee shall be subject to correction only until June 30 of the school year in which the credits were submitted. (Cross reference - Policy 4880, Professional Growth).

8. Annual Salary

   The annual salary will be computed by adding the daily per diem salary approved for each of the contract days on which the Mental Health employee is scheduled to work.

C. Short Term Employees

1. A Mental Health employee who works eighty-nine (89) days or less will receive the appropriate per diem salary for his/her education experience.

2. Employees on short-term contracts will not have sick or general leave, nor will they be eligible for other leaves of absence.

D. Vertical Movement on the Salary Schedule

1. Upon the Mental Health employee's completion of each successful year of service in the District, the District will grant one (1) step of vertical movement on the salary schedule. Vertical increases are not automatic, but are awarded on the basis of successful experience only for each school year as interpreted, evaluated, and administered by the Office of the Superintendent.

2. A Mental health employee will advance on the salary schedule one (1) vertical step provided the Mental Health employee meets the following conditions:

   a) Worked at least a fifty percent (50%) contract, and

   b) Worked four (4) or more hours per day for ninety (90) days or more, or

   c) Worked fifty percent (50%) or more, of the hours (360 hours or more) required of a full time alternative schedule.

3. Paid leave, sick leave or general leave, will be considered as time worked for the provisions of this policy. Unpaid leave will not count towards meeting the time requirements outlined above.

4. Vertical movement on the salary schedule is contingent upon the Mental Health employee earning at least six (6) semester hours or equivalent every five (5) years.

   (Cross reference - Policy 4880, Professional Growth)

E. Project Pay

1. The purpose of project pay is to encourage and reward work done by a mental health employee that is outside of regular hours and job descriptions and meets the specifically identified district needs as represented by the Executive Director of Student Achievement Services, or designee.

   a. Project topics will be generated by the district with input from the Mental Health Team. The Executive Director of Student Achievement Services, or designee, will provide a list of projects from which any Mental Health Team member may choose and apply.

   b. If more than one team member applies to do the same project, the Executive Director of Student Achievement Services, or designee, will determine to whom the project is awarded, based on the quality of the plans submitted by the applicants.

   c. Since there may be fewer projects than requests, there is no guarantee that each team member applying will receive a project. However, team members may apply for and receive more than one project.

d. Reimbursement will vary depending on the scope and estimated time involved in the project. A dollar amount and starting and completion dates will be determined by the executive director of student achievement, or designee, before listing the project. Final approval of the completed project will be determined by the Executive Director of Student Achievement Services, or designee.

e. Groups as well as individuals may apply for a project. The dollar amount of reimbursement for the project will not change, regardless of the number of people involved in the project.

f. The Executive Director of Student Achievement Services, or designee, will select a committee to assist with the process of generating projects, monitoring the applications, and approving the final product. The committee will be composed of representatives from the District, student achievement services, and the Mental Health Team.

F. Compensation for Mental Health Employees at Maximum

1. Student Achievement Incentive Plan (SAIP)

a) The intended goal of the SAIP program is to increase student achievement within the District. The implementation of the SAIP plan will directly impact student achievement and will be beyond the scope of a regular assignment. SAIP activities may occur anytime during the mental health employee's workday when the mental health employee is not involved in regular contract compensated work.

b) The SAIP plan should include one or more of the following:

- Involve students directly, or
- provide training of staff members, or
- focus programs on annual District and/ or Building or individual student achievement goals.

c) A mental health employee or group of employees may apply for the student achievement incentive program and receive compensation the contractual year after the mental health employee(s) attainment of the maximum step in column BA+30 or greater.

d) Plans may be designed at the building level in conjunction with the principal, and be made available for mental health employee's to utilize as their plan in supporting District and/or building student achievement goals. This section in no way should limit the type of plan a mental health employee and a principal (or designee) may reach agreement upon. Mental health employees are encouraged to develop and implement creative and innovative plans to meet the goals in (1) (B) above.

e) Compensation will be based on the educational level of the mental health employee as listed on the SAIP Payment Schedule below.

f) For a complete set of procedural guidelines refer to Administrative Procedure 4870.1

g) The District and the Association shall jointly agree upon the forms, which implement Student Achievement Incentive Plan (SAIP).

SAIP Payment Schedule*

	BA+30	MA	MA+15	MA+30	MA+45	MA+60	MA+75 OR DOCTORATE
SY 2018-2019	$1,866	$2,408	$2,563	$2,719	$2,793	$2,866	$2,883

2. Special Professional Growth Plan (105 Plan)

The Special Professional Growth Plan is intended to provide mental health employees with a vehicle to continue to grow professionally and be compensated for that professional growth. It is not meant as maintenance of the status quo.

a) Eligibility

Mental health employees shall become eligible to participate in a Special Professional Growth Plan during the contractual year the mental health employee reached the maximum step on the teacher salary schedule in column MA+30 or greater.

b) Plan Components

i. The plan must cover more than the minimum for State re-licensure (six semester hours.)

ii. The plan can include professional growth in any or all of the six (6) areas listed in Policy 4880 section 5 "Activities for Horizontal Advancement."

iii. For a complete set of procedural requirements refer to Administrative Procedure 4870.3 and 4870.4

c) Plan Approval Process

i. Beginning with school year 2010 - 2011 a Mental Health employee may only submit a Special Professional Growth Plan for approval on or before the following dates:

a. On or before September 1st or,

b. on or before February 1st.

ii. The agreement on the plan must be reached between the principal (or designee) and the Mental Health employee, before a Mental Health employee may begin work on the Special Professional Growth plan.

iii. Once agreement is reached between the mental health employee and the principal (or designee) and Administrative Procedure 4870.3 has been completed it must be submitted to the Office of Human Resources.

d) Compensation

i. Mental Health employees will be paid a new maximum salary and receive an additional five percent (5%) (105% of the maximum step) in column MA+30 or greater, as indicated on the Teacher's salary schedule upon satisfactory completion of the Special Professional Growth Plan.

ii. The Mental Health employee's new maximum salary payment will begin immediately after completion of the plan. The new maximum salary of 105% will be based on the educational level of the Mental Health employee and salary cell placement during the time payments are made for the Special Professional Growth Plan.

iii. Payment for the completion of the Special Professional Growth Plan, at the Mental Health employee's new maximum salary (salary cell plus five percent), shall be for three (3) years.

e) Submitting the completed plan

The principal (or designee) will review with the mental health employee the submitted Special Professional Growth Plan documentation. After completing the review, the principal (or designee) and the Mental Health employee will, complete Administrative Procedure 4870.4 that recommends to the Office of Human Resources that the Mental Health employee receives payment as outlined above.

f) Re-application

i. In order to continue payments, a Mental Health employee must reapply for the Special Professional Growth Plan upon completion of a plan.

ii. Upon the completion of a special professional growth plan, a Mental Health employee may subsequently be paid and be working towards completion of another Special Professional Growth Plan, so that once begun, a 105% payment could be continuous.

g) The District and the Association shall jointly agree upon the forms, which implement the Special Professional Growth Plan (105% Plan).

3. Longevity Schedule

A Mental Health employee becomes eligible after being employed by the District as a full-time Mental Health employee for eighteen (18) consecutive years. Beginning in the nineteenth (19th) consecutive year of service, the Mental Health employee shall receive longevity pay according to the schedule shown on the bottom of the salary schedule.

Any Mental Health employee who has completed the Experience and Longevity Plan or is currently receiving payments from the Experience and Longevity Plan will not be eligible for this longevity pay.

G. Maximum Salary (MaxSal)

1. Mental Health Employees whose base salary was the maximum salary shown on their respective columns of the salary schedule during the 2017-2018 school year shall receive a one-time only increase during the 2018-2019 school year equivalent to $1,166.00 The $1,166.00 will be paid in equal monthly amounts of $97.17.

2. Those Mental Health Employees receiving the Maximum Salary Increase shall receive additional compensation equal to two (2.0%) percent of their salary based on their placement on the salary schedule; this additional compensation will be paid in equal monthly amounts.

3. Effective January 1, 2005, Mental Health Employees who are on the twentieth step (or more) on the Cherry Creek Teachers Salary Schedule will receive an additional experience recognition payment of $174.00 per month ($2,088 annual total).

H. Compensation for Substitution

Partial Days

1. A teacher/mental health employee who is directed to substitute for any class period will be compensated at one-fifth (1/5) of the curriculum rate of pay, see policy 4141(N), per regular-length class period at the secondary level (6-12) or equivalent at the elementary level.

2. If two (2) or more teachers/mental health employees cover the class(es) of a colleague for whom there is no substitute, then each teacher/mental health employee shall be paid in accordance with (1) above, divided by the number of teachers/mental health employees who covered that class period or periods even if such coverage is concurrent with a regularly scheduled class of the substituting teacher.

3. All teachers/mental health employees paid on the Salary Schedule regardless of assignment will be compensated for substituting according to the provisions of this section if they are reassigned from or in addition to the responsibilities of their regular assignment. This payment will be in addition to the teacher's/mental health employee's per diem.

4. Full-time teachers/mental health employees may split a short-term substituting assignment with administrator approval. Each teacher/mental health employee will be compensated at one-fifth of the short-term rate of pay per regular-length class period at the secondary level (6-12) or equivalent at the elementary level.

Full Day Substitution on Non-contracted Days

Full-time teachers/mental health employees who substitute on a day for which they are not contracted, will be paid at the curriculum rate for the first ten (10) days of

substituting. If substituting in a position for more than ten (10) days, teachers/mental health employees will be paid at the short-term substituting rate from the first day of the assignment.

I. Additional Pay for Additional Responsibilities

Additional pay will be approved for additional responsibilities which exceed the normal job requirement and hours with pre-approval from the Executive Director of Student Achievement Services, or designee.

J. Curriculum Development

Compensation for curriculum development during the 2018-2019 school year will be $185.00 per day

K. Team Leader

Based upon approved job descriptions, Mental Health team leaders will receive release time or R.F. (see Teacher Policy 4141 (2) (N)), or in a combination thereof, for these responsibilities. The selection of the team leader(s) will be made jointly with the Executive Director of Student Achievement Services, or designee, and the Mental Health team. The final decision will be that of the Executive Director of Student Achievement Services, or designee, who will make appropriate recommendations to the Board.

L. Environmental Education Overnight Supervision

Effective July 1989, Mental Health employees will be paid one hundred dollars ($100) per night to supervise students on fifth/sixth grade environmental education overnight trips which are part of the core curriculum.

M. Supplementary Pay

All of the provisions of teacher Policy 4142 and Administrative Procedure 4142.1 apply to Mental Health employees.

N. Mentor Pay

Effective with the 2006 - 2007 SY, a Mental Health employee appointed to serve as a mentor to a Mental Health employee new to the District will be paid five hundred dollars ($500.00) provided the Mental Health employee has completed the District course on mentoring. Mental Health employees who have not completed the District course on mentoring will be paid three hundred fifty dollars ($350.00). These payments will be made in June in a lump sum and will cover all additional responsibilities connected with the activity of a mentor.

O. Payment for National Board for Professional Teaching Standards Certification

Effective July 1, 2001, should the National Board of Professional Teaching Standards establish standards for Mental Health employees, any Mental Health employee who has achieved such certification will immediately receive this special professional growth payment of five percent (5%) of their salary (salary cell plus experience credit) upon submitting appropriate documentation (certificate or letter from the National Board) to the

principal and the Assistant Superintendent of Human Resources. These payments shall continue so long as the Mental Health employee holds National Board Certification.

Mental Health Employees gaining this certification after July 1, 2016 will be paid this one-time stipend during the semester of the school year in which proof of certification is submitted to the Office of Human Resources. The stipend will not apply to any subsequent certification renewal(s).

P. Compensation for Additional Responsibilities

Effective July 1, 2007, each Mental Health employee shall receive an additional 0.50% of his or her salary based on placement on the salary schedule in recognition of additional responsibilities due to increased time, testing, etc. in meeting the educational needs of students.

1. All mental health employees employed as of July 1, 2015, will be paid from August through July in twelve (12) monthly installments. This cycle shall remain consistent for the mental health employee's career in the District.

2. All mental health employees entering the District in their first year shall be offered the option to have their annual salary divided over thirteen (13) months provided they work at least fifteen (15) contract days in the month of their first payment. At the end of the mental health employee's first year of employment, the mental health employee shall be paid from August through July.

   With the exception of those mental health employees in their first year of employment in the District who choose the preceding option, all mental health employees will be paid the same annualized salary based on their Salary Schedule placement in twelve (12) monthly installments.

July 2018 through June 2019
Teachers Salary Schedule*
Level of Education Training

Salary Step	BA	BA +15	BA +30	MA	MA+15	MA+30	MA+45	MA+60	MA+75
1	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	$40,745	$42,783	$44,820	$45,635	$47,673	$49,709	$51,747	$53,784	$54,599
2	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	$42,209	$44,319	$46,429	$47,274	$49,384	$51,494	$53,605	$55,714	$56,560
3	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	$43,848	$46,039	$48,232	$49,109	$51,301	$53,493	$55,686	$57,878	$58,755
4	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	$44,909	$47,156	$49,400	$50,298	$52,544	$54,790	$57,035	$59,279	$60,179
5	1.08	1.13	1.18	1.20	1.25	1.30	1.35	1.40	1.42
	$48,502	$50,748	$52,994	$53,891	$56,136	$58,383	$60,628	$62,872	$63,771
6	1.16	1.21	1.26	1.28	1.33	1.38	1.43	1.48	1.50
	$52,094	$54,341	$56,586	$57,484	$59,729	$61,975	$64,221	$66,464	$67,364
7	1.24	1.29	1.34	1.36	1.41	1.46	1.51	1.56	1.58
	$55,687	$57,933	$60,179	$61,076	$63,322	$65,568	$67,813	$70,060	$70,956
8	1.31	1.36	1.41	1.43	1.48	1.53	1.58	1.63	1.65
	$58,833	$61,076	$63,322	$64,221	$66,464	$68,711	$70,956	$73,203	$74,100
9	1.38	1.43	1.48	1.50	1.55	1.60	1.65	1.70	1.72
	$61,975	$64,221	$66,464	$67,364	$69,610	$71,856	$74,100	$76,346	$77,244
10	1.42	1.49	1.54	1.56	1.61	1.66	1.71	1.76	1.78
	$63,771	$66,914	$69,161	$70,060	$72,303	$74,549	$76,795	$79,041	$79,939
11		1.53	1.60	1.62	1.67	1.72	1.77	1.82	1.84
		$68,711	$71,856	$72,753	$74,999	$77,244	$79,490	$81,735	$82,633
12			1.64	1.68	1.73	1.78	1.83	1.88	1.90
			$73,651	$75,448	$77,693	$79,939	$82,184	$84,429	$85,327
13				1.72	1.79	1.84	1.89	1.94	1.96
				$77,244	$80,388	$82,633	$84,879	$87,124	$88,022
14					1.83	1.90	1.95	2.00	2.02
					$82,184	$85,327	$87,574	$89,818	$90,718
15						1.94	1.99	2.04	2.06
						$87,124	$89,370	$91,614	$92,514
Maximum	$63,771	$68,711	$73,651	$77,244	$82,184	$87,124	$89,370	$91,614	$92,514

* A regular contract for mental health employees will be 185 days. A regular contract for mental health employees in their first year of employment in the District will be 188 days. A regular contract for mental health employees in their second year of employment in the District will be 187 days. A regular contract for mental health employees in their third year of employment in the District will be 186 days. Any mental health employee may, however, with Board approval, contract for more/less days than the regular contract.

Longevity Schedule

Years of Service in CCSD	Payment	Years of Service in CCSD	Payment
19	$1,000	25	$2,000
20	$1,000	26	$2,000
21	$1,000	27	$3,000
22	$1,000	28	$3,000
23	$2,000	29	$4,000
24	$2,000	30+	$5,000

Revised: April 26, 2018
Adopted: August 13, 2018
Effective: July 1, 2018

Negotiations and Multi-Year Agreement, *Memorandum of Understanding*

The parties have reached a three (3) year agreement commencing on July 1, 2017, and ending on June 30, 2020. This Memorandum of Understanding (MOU) sets forth the agreement of the parties with respect to the matters addressed herein. To the extent that there is an inconsistency between the provisions of this MOU and any Negotiated Policy, the terms of this MOU shall control with respect to the matter at issue.

1. For the 2017-2018 school year only, members of employee groups covered by this MOU who are paid on the teacher salary schedule and who are eligible to do so, will receive normal vertical and horizontal movement on the salary schedule according to the provisions of Policy 4141-F and Policy 4141-G. In addition, there will be a percentage increase to all cells of the salary schedule equal to 3.3%. This percentage increase shall also be applied to the other "add-on" forms of compensation for those eligible included in Policy 4141 [i.e., curriculum pay, responsibility factor (RF) pay, student achievement incentive plan pay, and maximum salary increase].

2. For the 2018-2019 school year only, it is the parties' intention, subject to the limitations set forth herein, that members of employee groups covered by this MOU who are paid on the teacher salary schedule and who are eligible to do so, will receive normal vertical and horizontal movement on the salary schedule according to the provisions of Policy 4141-F and Policy 4141-G and that there will be a percentage increase to all cells of the salary schedule (as well as the other "add-on" forms of compensation included in Policy 4141, referenced in paragraph 1 above) equal to the percentage change in the Per Pupil Revenue ("PPR") (as that term is defined in the 1994 School Finance Act, as annually amended, used to calculate the cost of living adjustment to salaries under Policy 4141) compared to the prior year's PPR. If the PPR percentage change is negative, the increase will be 0%. If the PPR percentage change is greater than the Denver-Boulder Consumer Price Index (CPI) percentage used by the legislature in its budget calculations, the increase will be the CPI percentage.

In addition, the parties agree that during bargaining in the 2017-2018 school year for the 2018-2019 negotiated agreement, the following issues shall be subject to automatic reopening: compensation and benefits not related to the above (ex. supplemental pay, benefits); and language items identified during negotiations for the 2017-18 school-year; i.e., mental health status, evaluation language (T, SSP, N, MH), RIF, clarification on benefits contributions termination, clarification on matters of time (time during the day, planning time, time reductions, changes in start/end times), Career Technical Education (CTE) flexibility, innovation waivers, and administrator on teacher bullying prevention.

Each party may also bring one additional non-financial item in 2017-2018 negotiations for the 2018-2019 negotiated agreement.

3. For the 2019-2020 school year only, it is the parties' intention, subject to the limitations set forth herein, that members of employee groups covered by this MOU who are paid on the teacher salary schedule and who are eligible to do so, will receive normal vertical and horizontal movement on the salary schedule according to the provisions of Policy 4141-F and Policy 4141-G and that there will be a percentage increase to all cells of the salary schedule (as well as the other "add-on" forms of compensation included in Policy 4141, referenced in paragraph 1 above) equal to the percentage change in the Per Pupil Revenue ("PPR") compared to the prior year's PPR. If the PPR percentage change is negative, the increase will be 0%. If the PPR percentage change is greater than the Denver-Boulder Consumer Price Index (CPI) percentage used by the legislature in its budget calculations, the increase will be the CPI percentage.

   In addition, the parties agree that during bargaining 2018-2019 school year for the 2019-2020 negotiated agreement, compensation and benefits not related to the above (ex. supplemental pay, benefits) shall be subject to automatic reopening, and if they are not resolved during bargaining for the 2018-2019 school year, the following issues shall also be subject to automatic reopening: language items identified during negotiations for the 2017-18 school-year; i.e., mental health status, evaluation language (T, SSP, N, MH), RIF, clarification on benefits contributions termination, clarification on matters of time (time during the day, planning time, time reductions, changes in start/end times), Career Technical Education (CTE) flexibility, innovation waivers, and administrator on teacher bullying prevention. If either party brought an item to the prior year's bargaining that was not resolved, that item or both items will also be automatically reopened unless the party that initiated the item chooses not to re-open it.

   The parties also may bring one additional non-financial item.

4. For the 2018-2019 and 2019-2020 school years only, Policy 4135(4) – (9) on Initiating Negotiations, the Nature of Negotiations, Adopting Recommendations, Mediation, Conducting Mediation, and Fact Finding will be suspended relative to bargaining changes to the Negotiated Policies to the extent that a provision may be in conflict with the terms of this memorandum except under one or more of the following circumstances:

   (a) As necessary with respect to those issues to be bargained pursuant to sections 2 and 3 above;

(b) If the parties mutually agree to open negotiations on one or more items not directly related to financial provisions; to the extent possible the party seeking mutual agreement to re-open such negotiations shall begin discussions with the other party no later than January 1st of either 2018 and/or 2019, on specific items. Neither party shall be required to enter into negotiations without consent on non-financial items not otherwise identified in this memorandum.

(c) In the event that the year-over-year percentage change in PPR used to calculate the cost of living adjustment to salaries under Policy 4141 in the 2018-2019 the_2019-2020 school years or both is less than zero percent (0%) or greater than CPI, then the parties shall reopen negotiations in each instance to assess the implications upon the District's budget and available funds for compensation adjustments, if any.

5. Notwithstanding anything in this MOU to the contrary, pursuant to Colo. Rev. Stat. 22-32-110(5), all provisions of this MOU and any provisions of the negotiated policies pertaining to compensation and benefits, including but not limited to salary schedule movement, cost of living increases, "add-on" compensation, employee health and welfare benefits and the District contribution towards those benefits may be subject to reopening each year per Policy 4135-6-D which states: "The parties recognize that the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of a reduction in the District's overall revenue that may lead to the District's inability to fund the agreed to salary and benefits, the Board may move to reopen negotiations on financial matters (e.g.: salary, benefits, and work year) in order to achieve a balanced budget." Therefore, in the event of any such reduction, the parties agree that negotiations must be reactivated on economic matters related to teachers' salaries and fringe benefits and any policy concerning economic items that have been adopted will have to be modified commensurate with the funds available if the District notifies the Association of its desire to re-open negotiations and said policies.

Adopted: May 22, 2017
Effective: July 1, 2017

4837-0994-5417, v. 1

Student Achievement Incentive for Mental Health Employees at Maximum,
Administrative Procedure 4870.1

_____	_____	_____
Mental Health Employee	Current Salary Code	Date

Statement of Intent:

The intended goal of this plan is to increase student achievement.

The plan should include one or more of the following:

- involve students directly;
- provide training of staff members;
- focus programs on annual District goals.

Implementation of the plan will directly impact student achievement and will be beyond the scope of a regular assignment.

Mental Health employees are encouraged to develop and implement creative and innovative plans to meet these intended goals.

Consideration will be given to the unique role Mental Health employees perform within the instructional process.

Examples of these plans are listed below in order to assist the Mental Health employee and principal (or designee) in establishing a unique plan. These examples are not meant to be limiting, rather they are possibilities which could be included in the plan. Each student achievement plan will be developed through mutual discussions and finalized by mutual agreement.

Procedural Consideration:

1. A Mental Health employee or group of Mental Health employees may apply for student achievement incentive compensation the contractual year following attainment of maximum on column BA+30 or greater and will be compensated at the educational level at the time of application.
2. No Mental Health employee involved in the remediation process (as outlined in Policy 4170), on August 30 for year-round or September 15 for conventional calendar, will be eligible for this compensation during that school year.
3. The deadline for submitting the application for student achievement incentive compensation will be August 30 for year-round calendar or September 15 for common calendar.
4. Unless otherwise mutually agreed to, within 30 calendar days of submitting an application for student achievement incentive compensation, the Mental Health employee and principal

(or designee) will discuss and mutually agree to the employee's plan. If mutual agreement cannot be reached following further discussions, the administrator and the employee will state in writing reasons for their disagreement. A written appeal can be made to the principal's supervisor by either party within 5 days. The supervisor shall render a decision within 15 days.

5. When the principal and employee have agreed to a student achievement incentive plan, a copy of the plan will be submitted to the Office of Human Resources and to the Association by the principal and employee respectively.

6. The plan may be revised during the school year by mutual agreement. A Mental Health employee will be ensured the right to withdraw the student achievement incentive application during the year if desired.

7. The plan will include criteria for assessment. Final assessment will be completed by the Mental Health employee and principal (or designee).

8. After final assessment, which will take place before June 1, payment will be recommended to the Board of Education, and payment will be made in a lump sum.

9. A Mental Health employee must reapply each year for this student achievement incentive compensation.

Examples of Plan Development:

To be developed by Task Force.

Approved by Superintendent Robert D. Tschirki. August 14, 1995

Dedicated to Excellence
Cherry Creek Schools

Teacher and Mental Health Employees

Special Professional Growth Plan, *Administrative Procedure: 4141.3 and 4870.3*

To: Office of Human Resources, Post-Employment

From: _____ (name of teacher and location)

Date: _____

Subject: **Special Professional Growth Plan – 105% Payment**

This purpose of this communication is to serve as 1) notification that my principal and I have reached agreement to initiate a 105% plan, AND 2) notification that my special plan has been completed. I am eligible to initiate this plan and meet the criteria specified in Policy 4141 and Policy 4870, including having obtained the salary level of MA+30 and Step 15. This memorandum must be sent to the Office of Human Resources upon initiation of the plan and also upon completion of the plan.

Step 1: Initiation of a Special Plan – 105%

Per Policy 4141 (O)(2) and Policy 4870 (F)(2), the special plan is meant as an incentive to grow; it is not intended to maintain the status quo. The plan must cover more than the minimum for State recertification (six semester hours) and will be completed over three years. The plan will be maintained at the building and both parties agree to meet yearly regarding the progress of the plan. The following signatures indicate that agreement has been reached between the teacher and principal to begin a 105% plan. The plan began on _____ (month/day/year) and will be completed in three years on _____ (month/day/year).

Teacher's Signature: ___ _____ Date: _____

Principal's Signature: ___ _____ Date: _____

IMPORTANT: A copy of this memo must be sent to the Office of Human Resources at the time the plan was initiated and copies must be maintained by the teacher and principal.

Step 2: Progress Updates – Year One and Year Two

Annually, the teacher will initiate a meeting with the principal to discuss the progress of the plan. We agree that a progress meeting was held on:

Year One: _____ _____ _____
(Month/Day/Year) Teacher Initial Principal Initial

Year Two: _____ _____ _____
(Month/Day/Year) Teacher Initial Principal Initial

Step 3: Completion of the Plan

At the conclusion of the plan, the teacher will initiate a meeting with the principal to submit data to show completion of the plan. This should include the plan, all transcripts, papers, documentation, etc. We agree that a 105% plan has been completed effective _____ (month/day/year).

Teacher's Signature: _____ Date: _____

Principal's Signature: _____ Date: _____

IMPORTANT: A copy of this memorandum must be sent to the Office of Human Resources at the time the plan is completed along with the final evaluation and/or transcripts. Upon approval by the Assistant Superintendent of Human Resources, the teacher will receive compensation. Copies must be maintained by the teacher and principal. In the event the teacher would like to initiate another plan, a new plan must be developed and forwarded to the Office of Human Resources.

Special Professional Growth Plan – 105% Plan

Statement of Intent

The intended goal of this plan is to serve as an incentive for the teacher to grow. It is not meant as maintenance of the status quo.

Requirements:

- The Special Plan must cover more than the minimum for state recertification (six semester hours).
- The Special Plan is for three years in duration.
- The Special Plan can include professional growth in any or all of the areas listed in Policy 4130 or Policy 4880 which include: 1) College/University Course Work; 2) District Approved Activities; 3) Travel; 4) Professional Development; 5) Work-Experience Programs; 6) Supervision of a Student Teacher, Intern, Resident Teacher, or Beginning Teacher.
- College/University Credit, which is accepted for the Special Plan, will apply only to vertical movement on the schedule and may not be used for horizontal advancement.
- The teacher and principal must reach agreement to the plan and conduct an annual meeting regarding the progress of the plan.
- The teacher must submit data to the principal to show completion.

Initiation and Documentation of the 105% Plan

GOAL(S) List one or more growth goals	**ACTIVITIES** List activities supporting the goal from Policy 4130 or Policy 4880, as mentioned above.	**ESTIMATED COMPLETION DATE**	**PROPOSED EVIDENCE/ DATA**

Teacher's Signature: _____ Date: _____

Principal's Signature: _____ Date: _____

IMPORTANT: A copy of this memorandum must be sent to the Office of Human Resources at the time the plan is completed along with the final evaluation and/or transcripts. Upon approval by the Assistant Superintendent of Human Resources, the teacher will receive compensation. Copies must be maintained by the teacher and principal. In the event the teacher would like to initiate another plan, a new plan must be developed and forwarded to the Office of Human Resources.

Professional Growth, *Policy 4880*

Each Mental Health employee will maintain and participate in a personal program (plan) of pre-approved professional growth activities. This will be planned with the Coordinator of Mental Health, and will include a schedule of the professional development activities that the Mental Health employee expects to complete during the next succeeding recertification period.

Pre-approved activities completed while the Mental Health employee is on an approved leave of absence from the District may be considered for professional growth credit under this policy.

1. Activities Criteria

   The following criteria will be used for the development and approval of written professional growth plans and activities. In order for an activity to carry professional growth credit, it must be consistent with the Mental Health employee's Professional Growth Plan, and it must meet the following criteria:

   A. All activities must be consistent with the mental health employee's Professional Growth Plan, and

   B. All professional growth activities must be consistent with section five (5) of this policy, Activities for Horizontal Advancement Credit, below.

2. Procedures for Seeking Approval of Professional Growth Credits

   A. Each Mental Health employee and Coordinator of Mental Health will develop cooperatively a Professional Growth Plan for the Mental Health employee by the end of the first full year of employment. This is a general plan outlining the nature of professional growth activities in which the Mental Health employee plans to engage during this period of time. An amendment of this plan may be filed with the Coordinator of Mental Health at any time. Approval of specified professional growth activities will be given only if they are consistent with the adopted plan.

   B. The duration of the plan will correspond with the effective/expiration dates of the certificate.

   C. A plan will be considered approved when both the Mental Health employee and Coordinator of Mental Health, agree on the plan. In the event of persistent disagreement, an appeal may be made to the Professional Growth Appeals Committee within 30 calendar days of denial of the proposed plan.

   D. Mental Health employees will review with the Coordinator of Mental Health the Professional Growth Plan as a part of the regular evaluation process (Policy 4877).

   E. Completed activities will be promptly approved or disapproved by the Coordinator of Mental Health and will be forwarded to the Office of Human Resources. Disapproval will be accompanied by a statement indicating the reason(s) for disapproval, at which time the Mental Health employee may choose to appeal the decision to the Professional Growth Committee within thirty (30) calendar days.

   F. Each Mental Health employee is required to secure approval from the Coordinator

of Mental Health in advance regarding individual changes in the current Professional Growth Plan. Deviations from the plan will not be cause for automatic disapproval of credits.

A. Professional Growth Appeals Committee

A. A Professional Growth Appeals Committee is established to consider appeals initiated by any Mental Health employee under the terms of this policy.

B. The Professional Growth Appeals Committee recommendations are sent to the Board, through the Superintendent, for final approval or disposition.

C. The Professional Growth Appeals Committee will be composed of a total of two Mental Health employees elected by the Mental Health Team and two administrators appointed by the Superintendent.

D. Any application on which the representatives cannot agree will go directly to the Board of Education for action.

E. The Professional Growth Appeals Committee will convene as necessary and hold sessions until all previously referred applications have been given proper disposition.

F. The Professional Growth Appeals Committee will render a recommendation within 30 days of the original appeal, after which the individual may appeal to the Board of Education for action.

4. Horizontal Advancement

For horizontal advancement credit, at least one-half of the 15 semester hours required to advance to the next column on the salary schedule must be college/university credit and/or district-approved activities as described in section five (5) below.

5. Activities for Horizontal Advancement and Professional Growth Credit

A. College/University Work

1. Both graduate and undergraduate courses must be consistent with the approved Professional Growth Plan.

Activity	**Rules**	**CC Horizontal Advancement Credit**
College/ University Course Work	The college or university credit must be from a Colorado Department of Education accepted institution of higher education that is recognized by one of the following regional associations: Western Association of Schools and Colleges, Northwest Association of Schools, Colleges and Universities, North Central Association of Colleges and Schools, New England Association of Schools and Colleges,	As awarded by the institution.

	Southern Association of Colleges and Schools, or Middle States Association of Colleges and Schools. Prior approval by the Assistant Superintendent of Human Resources is required before college or university credit will be accepted from an international institution of higher education. The mental health employee will be notified within five (5) working days as to the outcome of the request for approval.	

B. District-Approved Activities

1. All District-approved activities must be consistent with the approved Professional Growth Plan.

Activity	Rules	Cherry Creek Horizontal Advancment Credit
Workshops and in-services	School-wide workshops and/or in-services must be sponsored or approved by the Office of Staff Development. District-wide workshops and/or in-services must be sponsored or approved by the Office of Staff Development. Staff completing all the requirements of the Professional Learning Teams or the Professional Learning Communities shall receive in-service credit as determined by the Office Of Staff Development. Staff will be eligible for up to two (2) semester hours of credit per school year for PLT/PLC work. Additional PLT/PLC work in a school year shall be eligible for recertification credit only. Workshops and in-services meeting the above requirements that take place during the workday, in whole or part, shall nevertheless be eligible for credit.	As determined by the Office of Staff Development, one (1) semester hour credit for each fifteen (15) hours of instruction or participation and approximately an equal amount of time in outside work.

C. Travel

1. A Mental Health employee must complete the Proposal for Educational Travel to be approved by the Office of Staff Development in advance.

2. A follow-up report must be submitted to the Office of Staff Development within thirty (30) days of completion of the travel experience.

Activity	Rules	Cherry Creek Horizontal Advancement Credit
Travel	Travel must satisfy all of the following criteria: a. Extends the person and his/her cultural understanding. b. Provides for visitation of educational programs or other activities which encourage or stimulate ideas for improvement of our educational program. c. Demonstrates direct assignment application. d. Encompasses no less than one (1) week.	One (1) semester hour for each week of approved travel activity or major fraction thereof. A maximum of three (3) semester hours for each column of horizontal advancement may be earned.

D. Professional Development

1. Mental Health employees must complete a Proposal for Professional Development Experience Form to be approved by the Office of Staff Development in advance.

2. A follow-up report must be submitted to the Office of Staff Development within thirty (30) days of completion of the activity.

Activity	Rules	Cherry Creek Horizontal Advancement Credit
Professional Development	Professional development activities must satisfy all of the following criteria: a. Provides for an individual experience or activity that has as its goal the improvement of services to students. b. Demonstrates direct assignment application.	A maximum of five (5) semester hours for each column of horizontal advancement may be earned.

E. Supervision of a Practicum Student and Intern

Activity	Rules	Cherry Creek Horizontal Advancement Credit
Supervision of a Practicum Student or Intern	Supervision of a Practicum Student or Intern, must satisfy all of the following criteria: a. Assignment is jointly agreed to by the mental health employee and the coordinator of mental health. b. Includes written goals and objectives for both participants, regularly scheduled conferences, and a minimum of two formative evaluation reports prior to final written evaluation. c. The supervising mental health employee has taken a course or workshop in supervision. * A course that meets the requirement will be available in the district on a regular basis. This supervision course requirement may be waived by the coordinator of mental health and the executive director of human resources, if eighteen months of supervision (four academic semesters or six academic quarters) can be shown to have been completed during the previous five (5) years. d. The supervision experience must involve a minimum of eight weeks of full-time supervision or an equivalent amount of time.	A maximum of two (2) semester hours of credit for each column of horizontal advancement may be earned. The designated official of the sponsoring institution and the coordinator will verify that the supervision was successfully completed.

**Prerequisite for receiving Cherry Creek School District and/or advanced credit under this category requires the Mental Health Employee to have completed an appropriate course in supervision.*

Revised: May 24, 2017
Adopted: June 12, 2017
Effective: July 1, 2017

Professional Growth, *Administrative Procedure 4880.1*

Professional Growth, as defined by the Mental Health employee's Professional Growth Plan, and horizontal advancement on the salary schedule, are addressed in this procedure.

1. Development of Professional Growth Plan

   A. During the first year of employment with the Cherry Creek School District, a Mental Health employee will file a Professional Growth Plan with the Director of Mental Health Services. The plan will expire with the current license. Thereafter, the Professional Growth Plan will correspond with the effective/expiration dates of the license.

   B. All Mental Health employees need to secure prior written approval of their Professional Growth Plan from the Director of Mental Health Services.

   C. The original Professional Growth Plan and all subsequent revisions will be retained by the Mental Health employee, with copies provided to the Director of Mental Health Services and the Coordinator of Staff Development. Refer to Administrative Procedure 4880.2 for proper form.

   D. Revisions to the Professional Growth Plan can be made at any time. Written prior approval of the revised plan from the Director of Mental Health Services is required. Refer to Administrative Procedure 4880.3 for proper form.

2. Review of Specific Intention to Fulfill Current Professional Growth Activity

   A. The Professional Growth Plan will be reviewed during the Mental Health employee's evaluation process.

3. Documentation of Completion of Activity Horizontal Advancement

   A. The Mental Health employee must obtain and complete the Professional Growth/Horizontal Advancement Activity Completion Form, 4880.4 (goldenrod). Forms are available from school offices or the Office of Human Resources.

   B. The Mental Health employee must submit form 4880.4, the Professional Growth/Horizontal Advancement Activity Completion Form (goldenrod) with pertinent documentation of completion of license renewal activities to the Director of Mental Health Services for approval.

   C. The Mental Health employee will then submit the Professional Growth/Horizontal Advancement Activity Completion Form, 4130.4/4880.4 (goldenrod) together with pertinent documentation to the Office of Human Resources.

   Please note: Each Mental Health employee is ultimately responsible for obtaining and maintaining a valid Colorado license.

4. Steps Toward Horizontal Advancement on the Salary Schedule

   A. The Mental Health employee will be eligible for horizontal advancement on the salary schedule when the Mental Health employee has completed 15 hours of course work consistent with the approved Professional Growth Plan and pertinent documentation supporting the application is received by the Office of Human Resources. A college or university notification of course completion will serve as verification; however, no change of status will be approved by the Board of Education until the official transcripts for college/university course work, or

appropriate documentation for other activities, are received by the Office of Human Resources.

Change of status will be retroactive to the day the forms and documentation are received in the Office of Human Resources.

B. Horizontal advancement on the salary schedule requires 15 semester hours of credit, half of which must be college/university course work and/or district-approved activities as listed in 4880 (5).

Approved by Superintendent Jim Huge: April 10, 1989

Revised by Superintendent Mary F. Chesley: June 8, 2009

Professional Growth – Original Plan, *Administrative Procedure 4880.2*

_____
(month/day/year)

Expiration Date of my Colorado license

Name _____
Last First Middle

School _____

In order for an activity to carry professional growth credit, all activities must be consistent with the Mental Health employee's Professional Growth Plan, and it must meet the following:

> For horizontal advancement credit, at least 7.5 semester hours required to advance to the next column on the salary schedule must be college/university credit and/or district approved activities.

See Policy 4880/4130 Section 5 and Procedure 4880.1 or 4130.1 for specific details of approved professional growth activities.

Plan _____

_____

_____

_____

If you require additional space, please attach separate sheet(s).

DATE_____

_____ _____

Signature of Mental Health Employee

Signature of Director of Mental Health Services

Approved by Superintendent Jim Huge: April 10, 1989

Revised by Superintendent Mary F. Chesley: June 8, 2009

White - Director of Mental Health Services Copy
Green - Office of Staff Development Copy
Yellow - Mental Health Employee Copy

Professional Growth – Revised Plan, *Administrative Procedure 4880.3*

_____
(month/day/year)

Expiration of my Colorado license

Name_____
Last First Middle

School _____

For an activity to carry professional growth credit, this revision and all activities must be consistent with the Mental Health employee's Professional Growth Plan, and it must meet the following:

> For horizontal advancement credit, at least 7.5 semester hours required to advance to the next column on the salary schedule must be college/university credit and/or district approved activities.

See Policy 4880/4130 Section 5 and Procedure 4880.1 or 4130.1 for specific details of approved professional growth activities.

REVISION _____

_____

_____	_____
Signature of Mental Health Employee	Signature of Director of Mental Health Services Date

REVISION_____

_____

_____	_____
Signature of Mental Health Employee	Signature of Director of Mental Health Services Date

Approved by Superintendent Jim Huge: April 10, 1989.

Revised by Superintendent Mary F. Chesley: June 8, 2009.

Request for Horizontal Advancement, *Administrative Procedure 4880.4*

• **NAME**: • **SCHOOL**: • **SSN**:

• **LEVEL OF HORIZONTAL ADVANCEMENT**: Present Level _____ Requested Level _____

• **DESCRIPTION OF PROFESSIONAL GROWTH ACTIVITIES**

Activity Type	Descriptors	Max Per Column	Activity Type	Descriptors	Max Per Column
A	University/College Credit	15	D	Professional Development	5
B	District Approved Activities(Workshops/ In-services)	15	E	Work Experience Program	4
C	Educational Travel	3	F	Supervision: Student Teacher/Resident Intern/Beginning Teacher	2

Date	**Activity Type**	**College/University Name Or Activity Description**	**Course/Activity Title**	**Course Number**	**# of Sem Hrs**
MM/DD/YY					

Attached is a copy of the Professional Growth Plan and all official transcripts/documentation. Signature indicates all coursework meets guidelines under Policy 4130/4880 and is consistent with policy and related procedures.

Employee Signature **Date** **Principal Signature** **Date**

OFFICIAL NOTICE: DISPOSITION OF HORIZONTAL ADVANCEMENT REQUEST

☐ Approved Effective Date of horizontal advancement: _____HR Specialist Initial: _____

☐ Denied Reason Denied: _____

Forward Copies: **White**: Personnel File **Yellow**: Office of Human Resources **Pink:** Employee *Please do NOT separate this form when sending to HR.* You will receive your copy once processed.

Insurance Preamble, *Memorandum of Understanding*

Cherry Creek Schools and the Cherry Creek Education Association have a commitment to providing affordable medical and dental insurance to employees and their dependents. Both parties recognize that the previous benefit structure created the unintended consequence of diverting funding for premium increases to tax sheltered annuities. While access to tax sheltered annuities is an option, funding them should not be at the cost of meeting employees' fundamental needs for affordable benefits coverage.

In light of significant, nationwide cost increases, the District and the Association recognize that this benefit structure no longer meets the goal of providing a competitive level of benefits that will assure employees and their dependents heath care needs will be met. The District and the Association commit to addressing this concern by creating a new benefit framework that will meet the primary goal of ensuring quality, affordable insurance coverage.

Insurance, *Policy 4044*

1. Insurance

   The Board of Education supports the idea that employees should be insured against personal and professional risks and in this regard will cooperate with staff members or representatives thereof in the development and administration of such a program.

   The Board of Education shall protect the staff and program against undue invasion of the school day by insurance agents by not allowing such agents to solicit employees during the school day. Principals shall not allow materials from solicitors to be placed in mail boxes of employees or in school areas where employees may assemble.

2. Insurance Committee

   a. The Insurance Benefits Committee shall be established by the Superintendent, composed of one representative of each employee group of the Cherry Creek School District. Each representative may be appointed or elected by a majority vote of these employees. The Committee shall be chaired by a representative of the Human Resources department and include a representative of Fiscal Services.

   b. This Committee is charged with the responsibility of making an annual review of the District approved employee insurance plan.

   c. Following this review, the Committee shall make the annual report to the Superintendent. This report shall recommend retention of the existing program or appropriate changes.

   d. The Committee shall have the responsibility to monitor insurance coverage problems and to make procedural recommendations.

Revised: August 11, 1997
Adopted: August 11, 1997
Effective: July 1, 1997

Coordination and Collection of Insurance Premiums, *Administrative Procedure 4044.1* for Employees on Unpaid Leave of Absence

To make certain that no lapse in insurance coverage occurs when any eligible District employee is on approved unpaid Leave of Absence the following procedure should be followed:

A. Eligibility

All employees who are eligible for the District's insurance program according to Board policy will be eligible according to the Insurance Master Policies to purchase health coverage while on Leave of Absence.

B. Enrollment

To continue participation while on leave, an employee must notify the Benefits Office of desired coverage(s).

C. Premiums

Premiums for employees on leave shall be the current rates in effect.

D. Premium Collection

1. Premiums shall be paid on a monthly basis and shall be paid to the Benefits Office.
2. Monthly billing statements will be sent to each employee who is on an approved unpaid leave of absence and who elects to continue their health coverage.

E. Termination of Coverage

1. An employee on leave whose payment of premium is in arrears will be dropped from coverage and may not re-enroll without successfully completing the Insurance Master Policy requirements for re-enrollment.
2. The death of the employee on leave will cause termination of all coverage's.
3. A voluntary withdrawal from participation in this plan shall terminate coverage for employees on leave.

Approved by Superintendent Robert D. Tschirki, June 24, 1998.

Insurance Benefits, *Policy 4872*

A. Eligibility

1. A Mental Health employee's eligibility to participate in the District-approved insurance program and the Mental Health employee's ability to cover his/her dependents begins the first thirty (30) calendar days of employment for Mental Health employees working at least a fifty percent (50%) contract.
2. Mental Health employees working a zero through a forty-nine percent (0-49%) contract are not eligible for the District-approved insurance program and will receive no District contribution.
3. Effective July 1, 2006, Mental Health employees newly hired shall be required to participate in the District-approved medical insurance plan unless they can demonstrate coverage through a spouse's group plan, Tri-Care, or Medicare.

4. Effective July 1, 2007, all Mental Health employees shall be required to participate in the District-approved medical insurance plan unless they can demonstrate coverage through a spouse's group plan, Tri-Care, or Medicare.

B. District Medical Insurance Contribution

The District will contribute monthly the appropriate amount from the following chart only for those Mental Health employees working at fifty percent (50%) or greater who participate in a District-approved medical insurance plan.

	SY 2017 – 2018*		**SY 2018 - 2019**
Medical Coverage	**50% Contract or Greater**	**Additional District Contribution**	**50% Contract or Greater**
Employee Only	$169.24	$47.86	$217.10
Employee/Spouse	$254.50	$47.86	$302.36
Employee/Children	$264.89	$47.86	$312.75
Employee/Family	$383.08	$47.86	$430.94

* See Section (G) below.

The District will annually provide the Association with the numbers of Mental Health employees not receiving this benefit as well as the number not receiving full District benefit under the supplemental benefit provision.

(See Memorandum of Understanding regarding payment for participants to offset premium increases for additional information on the District contribution.)

C. Supplemental Benefit Plan

In addition to the above contribution, the District will contribute the following amount per month for the supplemental benefit plan. See accompanying chart for specific contributions based on an individual's percentage of contract.

District Contribution SY 2017-18 & 2018-19		
Salary Step	**60% Contract or Greater**	**50% - 59% Contract**
1-3	$220	$110*
4-19	$394	$284
20 and greater	$220	$110*

* $174 per month ($2,088/year) has been re-directed to salary for steps 1-3 as well as 20 and above through prior negotiations.

Effective with the 2006 - 2007 school year, Mental Health employees newly hired may use the supplemental benefit contribution for the following options in the benefit program: Medical insurance, dental insurance, vision insurance, cancer insurance, accident insurance, the cost of dependent coverage, healthcare reimbursement, or dependent care reimbursement.

Mental Health employees who were under contract during the 2005 - 2006 school year and continuously thereafter shall have the additional option to convert unused benefit contributions to additional compensation.

Effective July 1, 2014, according to federal law, employees who participate in the Flexible Spending Account (FSA) will have up to $41.66 per month, ($500.00 Employer Contribution) of the supplemental benefit contributed to their FSA. Additionally, employees may elect to contribute an additional $2,500.00 to their FSA (an additional $208.33 per month) from their salary for a total of $3,000.00 annually.

D. Life Insurance

The District will provide at no cost, a District-approved group term life insurance plan of $50,000 for Mental Health employees working a 50% or greater contract and who have been covered under the Life Insurance plan for thirty-six (36) consecutive months or less.

The District will provide at no cost, a District-approved group term life insurance plan of $75,000 year for a Mental Health employees working a 50% or greater contract and who have been covered under the Life Insurance plan for thirty-seven (37) consecutive months or more.

E. Long-Term Disability Insurance

The District will provide at no cost, District-approved long term disability insurance for Mental Health staff working a 50% or greater contract.

F. Liability Insurance

The District will provide liability insurance coverage for all Mental Health employees. The District shall provide a workshop detailing such coverage for current Mental Health employees by February 15, 1990, and, annually thereafter for new hires.

G. Premium Deposit Account

1. The District agrees to maintain a Premium Deposit Account (PDA) in order to provide a reserve of funds to mitigate future insurance premium increases for all employees.

2. Expenditures

   The District's insurance committee must approve all expenditures from the PDA under the following conditions:

   i. Expenditures from the PDA will only be used to increase the District Health Insurance Contribution.

   ii. Expenditures from the PDA may not be in excess of actual or reasonably projected funds.

3. PDA Funding Sources

   Beginning with the 2001 school year, all money received from the insurance carrier's performance guarantee payments and any additional money received

from the insurance carrier in the form of a rebate or refund will be placed into the PDA.

4. Annual Reporting

The District will provide the Association with an accounting indicating the amount of money received from the PDA funding source identified in (G)(3) above, all unspent or unused money allocated to the employee only under section (B) of policies 4744, 4144, and 4872 along with all unspent money allocated to employees for the purposes in section (B) of policies 4744, 4144, and 4872, and any expenditure of the PDA funds, as approved by the insurance committee and, the amount, if any, of any PDA funds carried over from year-to-year.

Revised: August 25, 2015
Adopted: October 12, 2015
Effective: July 1, 2015

Insurance Committee, *Memorandum of Understanding*
May 17, 2001

The Cherry Creek School District and the Association as well as other employee groups maintain a District Insurance Committee to provide a mechanism to manage the District's Insurance plans for the benefit of all employees and the District. Effective with the 2001-02 school year, the District and the Cherry Creek Education Association agree to increase the Association's membership on the District Insurance Committee to three (3) teacher members to be appointed by the Association.

Role and Responsibility of the Committee

It is agreed by the parties that the District Insurance Committee will study and make recommendations to employee bargaining representatives, District Leadership, and the Board of Education concerning the health/medical plan, dental coverage, vision coverage, life insurance, and disability plans for District employees. The responsibility of the Committee shall extend to, and include consideration of such matters as:

- The selection of a consultant to advise the Committee and the District;
- The philosophy behind various benefit plans;
- Carriers to provide benefit coverage or services;
- The approval of requests for proposal or other bid documents and agreements necessary to put in place the enumerated benefit plans;
- Premium levels (District contributions are a matter reserved for negotiations with employee representatives);
- The use of Premium Deposit Account Funds;
- Communication with employees, employee representatives and District officials;

- Other matters necessary to the efficient operation of the plans.

The Committee shall meet annually by no later than October 1 to develop its work plan and set a schedule to conduct its business for the year.

Access to Information

Recognizing that the Committee needs access to high quality information in order to properly carry out is function, the District commits to provide, or to arrange for the providing of data to the committee, the Association and District Leadership. The data is to be as current as possible given the practical constrains of obtaining information. The information to be provided will include data indicating levels of plan utilization, plan expensed, financial reserves, and other reasonably necessary information as the committee may reasonable request.

Workers' Compensation, *Policy 4012*

As required by law, Cherry Creek School District carries Workers' Compensation insurance covering all employees of the District. Should an employee be injured while at work and the accident is within the scope and course of his/her employment, he/she is entitled to the benefits provided by the Workers' Compensation Law provided that such injury is reported to the employee's immediate supervisor as soon as practicable.

Information concerning the Colorado Workers' Compensation Law will be posted in each building.

Proposed: May 12, 1980
Adopted: June 9, 1980

Workers' Compensation Claims Procedures, *Administrative Procedure 4012.1*

The Cherry Creek School District is self insured through the Joint School Districts' Workers' Compensation Self Insurance Pool. An employee who sustains a work related injury or disease which is directly attributable to the employee's job, trade, occupation, or position may qualify for medical and/or wage loss benefits under the Colorado Workers' Compensation Act.

Workers' Compensation claims are administered and adjusted by a third party administrator.

The purpose of the procedures is to establish the required reporting, time lines, and forms to be used for the reporting and handling of Workers' Compensation accidents.

PERFORMED BY:	**ACTION:**
Employee	Reporting Requirements Injured employees must notify their supervisor within 48 hours after a work related injury. Written notice must be given by the injured employee to the Risk Management Department within four working days after the accident. The injured employee will assist the supervisor in completion of the First Report of Injury form.

Medical Treatment

Section CRS 8-404(5) of the Colorado Workers' Compensation Act allows the employer to select the physician(s) who treat injured employees.

The injured employee will be examined by the nearest District nurse, providing a nurse is available.

If further medical treatment is required, the District nurse or supervisor will issue the injured employee an Authorization Form for medical treatment at the District's designated medical providers:

- Concentra, 10355 E. Iliff Ave, Aurora, CO (303-755-4955)
- Concentra, 11877 E. Arapahoe Rd. Suite 100, Centennial, CO (303-792-7368)
- Care Now, 5620 E. Parker Road, Aurora, CO (720-446-5893)
- Rocky Mountain Medical Group, 13650 E. Mississippi Ave., Suite 120, Aurora, CO (720-748-7072)
- U.S. Health Works Medical Group, 800 E. Belleview, Suite 428C, Greenwood Village, CO (303-741-1166)
- Workwell Occupational Medicine, 2550 S. Parker, Road, Suite 150, Aurora, CO (720-512-4408)

PERFORMED BY:	**ACTION:**
	• The employee, after treatment, will return the Medical Status Report issued by the designated provider to their supervisor and assist in the completion of the First Report of Injury form.
	• Emergency Care: In the event of a life or limb threatening situation, treatment should be sought from the nearest medical facility. However, the designated provider must be contacted and follow-up care must be directed by the designated physician.
	• After Hours Care: In the event medical treatment is required for a work related injury after the office hours of the designated clinics or on a weekend, the employee should go to the Emergency Room at Centennial Healthcare Plaza, 14200 East Arapahoe Road, Centennial, CO (303-699-3000).
	• **If an employee wishes to be treated by a physician other than those approved, they do so at their own expense.**
	Lost Time
	• Any time off from work due to a work related injury must be authorized by a designated physician.
	• In accordance with the Colorado Workers' Compensation Statute, an injured employee must be absent from work for three days before Workers' Compensation Wage Benefits begin. Employees may use up

to three days of their accumulated sick leave for the first three days of absence due to a work related injury, and thereafter, receive Statutory Workers' Compensation Benefits which is 2/3 of the employee's average weekly wage, subject to a maximum figure, which is established and adjusted each year by statute.

- The injured employee must return a copy of the doctor's report to their supervisor after each doctor's visit. This report will give the prognosis and the date the employee must return for follow-up visits.
- It is the duty and the responsibility of the injured employee to keep his/her supervisor advised of their return to work status.

Appropriate Building Administrator/ Supervisor or the Nurse	Medical Treatment Emergency Care: You should seek medical or emergency care for the injured worker at the nearest medical facility.

PERFORMED BY:	**ACTION:**

Non-Emergency Care

If medical treatment is required beyond first aid rendered by the school nurse, the building administrator, supervisor or nurse should complete the Designated Physician's Authorization Form for the employee. Direct or take the injured employee to the nearest designated provider facility.

Reporting Requirements

- Give the injured employee the Cherry Creek Schools' Information Document on the District's Workers' Compensation Program.
- Forward the following to the Risk Management Department along with the physician's report on the injured employee:
  1. Completed Workers' Compensation Employee Status Report
  2. The Employer's First Report of Injury Form

  This must be forwarded to the Risk Management Department within **four** calendar days of the occurrence. Note: The injured employee should not complete the Employer's First Report of Injury, but should assist in completion of the form.
- Advise the injured worker that written notice must be delivered to the Risk Management Department within four working days of the accident.
- Investigate the claim and complete a Supervisor's Workers' Compensation Claim Follow-up Report and forward to the Risk Management Department.

If the supervisor feels the claim is not valid, the Risk Management Department should be notified of the fact and the supervisor will submit a written statement verifying why he/she feels the claim should not be honored.

- Note: All fatalities and any accident involving three (3) or more employees must be reported immediately by telephone to the Risk Management Office at (720) 554-4643.

PERFORMED BY: **ACTION:**

The supervisor will work closely with the Risk Management Department on the following:

1. Exact amount of time lost due to the injury.
2. Exact date employee returns to work.
3. If sick leave is being used for the first three days absence.
4. Furnish completed employee status reports after each follow-up visit by the injured employee to the designated provider.
5. Restricted light duty available for the return to work of employees that have been released by the designated physician with restrictions.

Hearings

The supervisor will attend hearings and cooperate with the District's Workers' Compensation insurer on the handling and adjudication of Workers' Compensation Claims.

Risk Management

Reporting

Written notice of accidents received from injured employees will be date stamped. Copies of the written notice will be made available to the injured employee within two working days following receipt of the notice. The Risk Management Office will forward the First Report of Injury form, medical reports, medical bills and supervisor follow-up reports to the District's Workers' Compensation Insurer within eight days of the injury.

Claims

The Risk Management Office will coordinate the claims with the insurer, injured employee, designated provider, Human Resources and the supervisor. Workers' Compensation master files and records will be maintained in the Risk Management Office.

Revised: August 1, 2017
Effective: July 1, 2017

Employer's First Report of Injury, *Administrative Procedure 4012.2*

CHERRY CREEK SCHOOL DISTRICT #5 EMPLOYER'S FIRST REPORT OF INJURY

Employee's name (First, Middle, Last)	Employee ID #	☐ Male ☐ Female	Employee's home phone # ( )

Employee's street address	City	State	Zip code

Marital status	Employment Status	Occupation & Supervisor Name	
☐ Married ☐ Single ☐ Separated	☐ Full time ☐ Part time ☐ Other		# Of hours worked per day _____ # Of days worked per week _____

Date of Injury	Time employee began work	Injury time	Last day worked	Date employer notified	Date disability began	Date returned to work
/ /	_____ ☐ a.m. _____ ☐ p.m.	_____ ☐ a.m. _____ ☐ p.m.	/ /	/ /	/ /	/ /

Birth Date	Date of Hire	Nurses Initial Evaluation:
/ /	/ /	

Did the injury occur on premises? No Yes
Name of Bldg. where Injury Occurred: _____

Initial Treatment (Check One)
☐ None ☐ School Minor on-site
☐ Work Comp Clinic ☐ Emergency room ☐ Hospital

Names of Witnesses to the Injury/Illness:
Name: _____ Phone Number: _____
Name: _____ Phone Number: _____

Please answer the following questions to further describe the injury:

1. Have you had a Work Comp Injury that involved this body part?	No	Yes
2. Did this accident aggravate a previous injury?	No	Yes
3. Have you been injured on the job before?	No	Yes
4. Was the employee wearing appropriate shoes?	No	Yes
5. Did the employee fail to use safety devices or obey safety rules?	No	Yes

DESCRIBE WHAT HAPPENED IN DETAIL:
_____
_____
_____
What was the employee doing at the time of injury? _____
What object or substance harmed the employee? _____
What body parts are affected? _____

☐ *I do not want to seek medical treatment at this time.*

Please put a check mark in the box below for the Designated Provider you choose to see if seeking treatment.

Concentra	Care Now	Rocky Mountain Medical Group	U.S. Health Works Medical Group	Workwell Occupational Medicine
☐ Dr. Diane Adams, DO 10355 E. Iliff Ave Aurora, Co 80247 303-755-4955 Monday-Friday 8am-5pm -OR- ☐ Dr. Carrie Burns, MD 11877 E. Arapahoe Rd Ste100 Centennial, Co 80112 303-792-7368 Monday-Friday 8am-6pm	☐ Dr. Montano Dr. Steven Ray, MD Sharon McKelvey, DO 5620 S. Parker Rd Aurora, CO 80015 720-446-5893 Weekdays 8 am-10 pm Saturday 8am-8pm Sunday 8am-5pm	☐ Dr. Annu Ramaswamy, MD Dr. Brian Beatty, D.O. 13650 E. Mississippi Ave Suite 120 Aurora, CO 80012 (720) 748-7072 (Near 1-225 & Mississippi) Monday- Friday 8am – 5pm	☐ Dr. Nelson, MD Dr. Rossi, MD Michael Malmgren PA 8200 E. Belleview #428C Greenwood Village, CO 80111 (303) 741-1166 (Near 1-25 & Belleview) Monday – Friday 8am-5pm	☐ Dr. Watson, MD 2550 S. Parker Rd, Suite 150 Aurora, Co 80014 720-512-4408 Monday- Friday 8am -5pm

In case of serious injury call 911 or go to the nearest medical facility.
Follow up care needs to be provided at one of the above selected designated providers the following day.

I understand that I must be seen by one of the above designated Medical Providers for Cherry Creek Schools. I further understand the list of designated medical providers is available from my school nurse, site secretary, the Risk Management Office and the Risk Management website. It is unlawful to provide, false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, civil damages and employment disciplinary action.

_____ _____ _____ _____
Injured Employee Date Supervisor/Person Notified Date

Fax (720-554-4641) or Email (riskmanagement@cherrycreekschools.org) a copy to Risk Management. Rev 08/01//2017

INSTRUCTIONS

This form contains all items requested on OSHA Form No. 301,

"Injuries & Illnesses Incident Report"

General

- All injuries no matter how trivial must be reported to your insurance company.
- All injuries or occupational diseases which result in lost time from work in excess of three shifts or calendar days, or in permanent physical impairment, must be reported to your insurance carrier on this form within ten days after notice or knowledge of the injury or disease. Fatalities must be reported to your insurance carrier immediately.
- Forms should be typed or printed legibly.
- All questions must be answered completely to meet requirements of the Colorado Workers' Compensation Act and to conform to the OSHA requirements for Form No. 301.
- The employer has the right in the first instance, to select the physician who attends the injured employee.

Calculation of Average Weekly Wage

- Determine the weekly wage rate.
- Add the average weekly amount of any overtime wages, tips or commissions.
- Add the average weekly value of any board, rent, housing, or lodging provided by the employer if the employer will not be paying such benefit during the period of disability.
- If the employee is covered by group health insurance and the employer does not continue the employee's health insurance coverage during the period of disability, add the employee's cost of conversion to a similar or lesser insurance plan and include this cost in the average weekly wage computation.
- Compute the total from the above categories and insert in the Average weekly wage at time of injury field.

Injury Date Information

In the case of an occupational disease, use the date of the last injurious exposure.

Notes

Are Wages continued per C.R.S. 8-42-124?[1]

(Subject to application with and approval of the Director of the Colorado Division of Workers' Compensation)

1 Any employer who, by separate agreement, working agreement, contract of hire, or any other procedure, continues to pay a sum in excess of the temporary total disability benefits to an employee temporarily disabled as a result of a work related injury or disease, and has

not charged the employee with any earned vacation leave, sick leave, or other similar benefits, shall be reimbursed if insured by an insurance carrier or shall take credit if self-insured, to the extent of all moneys that such employee may be eligible to receive as compensation for temporary partial or temporary total disability subject to the approval of the Director of the Colorado Division of Workers' Compensation.

Injury Description (Tell us the part of body that was affected. Tell us the nature of the injury/illness [2]; What was the employee doing just before the accident occurred? [3]; What happened? [4]; What object or substance directly harmed the employee?[5])

2 Be more specific than ""hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

3 Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; or "daily computer key-entry."

4 Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

5 Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank

Notices

You are hereby notified that if a child support obligation is owed, compensation benefits may be attached and payment of the child support obligation may be withheld and forwarded to the obligee pursuant to sections 8-42-124 and 26-13-122(4), C.R.S. YOU ARE FURTHER NOTIFIED that you must provide written notice of any award for social security, pension, disability or other source of income that might reduce your compensation benefits. This notice must be sent to the insurance carrier or self-insured employer within 20 days after learning of the payment or award. Failure to report may result in suspension of your benefits pursuant to section 8-42-113.5, C.R.S.

C.R.S. Section 10-1-128(6) (a) states: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purposes of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

Adopted: June 15, 2015
Effective: July 1, 2014

Leaves of Absence: Paid and Non-Paid*, Policy 4873*

1. Temporary Paid Leaves of Absence

A. Sick Leave

1. General Provisions

a. At the beginning of each school year, each mental health employee will be allocated one day of sick leave per 18 days of employment. Unused days will be accumulative. Sick leave may be used for injury or sickness of the mental health employee, the immediate family or household as defined as spouse, son, daughter, mother, father, brother, sister, step-parent, step-child, mother-in-law, father-in-law, grandparents, grandchild, legal guardian or someone whose relationship with the employee is similar.

b. Sick leave may be used to extend bereavement leave.

c. Sick leave may be used for other general leave purposes up to the limits in (B)(8) below.

d. When on leave of absence, sick leave accrued will neither be lost nor accumulated. Upon return to duty, an employee will begin with that total accumulated at the time the leave commenced.

e. An employee shall be credited with the full sick leave allowance at the beginning of the contract period. In the event that a contract is terminated prior to the termination date stated thereon and the employee has used more days leave than he/she has accumulated, a daily prorate adjustment will be made in the final check of the employee.

f. The Sick Leave Bank procedure as contained within Administrative Procedure 4151.2 may allow a mental health employee to request and be granted days of sick leave for extended illness or disability in excess of the approved number of days allowed in paragraph #1 above.

2. Payment for Accumulated Sick Leave

a. Eligibility Criteria

A mental health employee becomes eligible when the following criteria have been met, or when otherwise approved by the Board of Education.

(1) Has been employed by the District as a full-time mental health employee in a position requiring certification for no less than twelve (12) years.

(2) Has submitted a written resignation from employment in the District to the Board of Education. This resignation shall be effective prior to receiving cash and/or benefits under this policy.

(3) Has completed an accumulated sick leave compensation application (Administrative Procedure 4151.3), and has submitted it to the Board of Education.

b. Payment Options for Accumulated Sick Leave

This payment will be based on the mental health employee's choice of one of the following options:

(1) Option A: this payment will be equal to the current substitute rate of pay times the retiree's number of accumulated days of sick leave.

or

(2) Option B: compensation for sick leave days in excess of thirty five (35) days shall be at the rate of one-half the employee's highest per diem rate during the last five years of employment. Per diem rate includes the employee's rate of pay on the salary schedule plus compensation for Special Professional Growth plan, if the employee is participating.

Upon the death of a mental health employee on active status or on Board approved leave, the District will pay the mental health employee's designated beneficiary for the mental health employee's accumulated sick leave according to Option A or B above whichever is greater.

c. Payment Schedule

Each mental health employee shall have the option to choose the number of months or years over which the payment for accumulated sick leave will be paid. All payments will be made in increments of months up to thirty-six (36) months or years up to three (3) years. In no case shall payments for accumulated sick leave in excess of $25,000 be made in less than two years.

d. Death Provisions

Upon the death of the retiree receiving retirement compensation, the unpaid portion of the allotment shall be due and payable to the retiree's designated beneficiary using the same schedule as agreed to by the retiree.

3. Jury Duty and Court Subpoena Leave

a. Leave will be given to mental health employees for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the mental health employee.

b. Mental health employees should notify their immediate supervisor or principal and the Office of Human Resources of the leave as soon as possible prior to the date service must be rendered.

c. Such leaves of absence will be granted with pay provided the mental health employee surrenders to the District any payment received for jury or witness fees, not including reimbursement for transportation expenses or meals.

4. Adoption and Childbirth Leave

a. Teaches will be granted up to thirty (30) days of accrued sick/general leave associated with the process of adoption. (e.g.: travel, medical examinations,

and/or the requirements of the adoption agency and/or local, state, national, and international adoption regulations or other requirements that are of a similar nature, including the care of the adopted child or children.)

b. A father may use up to fifteen (15) days of accrued sick/general leave per school year within the first six (6) weeks following the birth of his child.

B. General Leave

Each mental health employee will be permitted a total of three (3) days (185 to 229 contracted days) or four (4) days (230 or more contracted days) per academic year for the purpose of the following General Leaves (1-7). Necessary travel time to accomplish the purpose of the following general leave (1-7), also qualifies for use of general leave. These days will not be accumulative as general leave from year to year. At the end of the academic school year, unused general leave will be converted and added to the mental health employee's accumulated sick leave.

Every effort will be made by the mental health employee to notify the building principal at least 24 hours in advance of such leave. Each mental health employee will be paid the normal rate of pay for the approved General Leaves. The mental health employee's signature on the General Leave Form will attest that the leave is being used in accordance with this policy. The total number of days will be chargeable to any or all of the following situations:

1. Personal Leave

Personal Leave will be defined as required attendance for business of a personal nature, which cannot be accomplished except during the contract time. This leave is not intended for recreational use or to extend holidays or any breaks/vacations.

2. Bereavement, Graduation, and Wedding Leave

Leave will be granted to an employee to attend a funeral, graduation or wedding of a member of the immediate family of the employee as herein defined, or for someone whose relationship with the employee is similar:

Spouse	Sister	Brother
Son	Mother-in-law	Grandparent
Daughter	Father-in-law	Guardian
Mother	Father	Step-child
Dependent Child	Grandchild	Step-parent

3. Births

Leave will be granted to the employee who gives birth or to the employee whose wife gives birth.

4. Religious Holidays

a. Mental Health employee may be absent, with pay, on a day identified by a religious body as a religious holiday, provided the religious body has established that in order to properly observe such religious holiday no work should be performed on such day and provided the employee is an active member of such religious body. Notification for such absence shall be made to the principal, at least ten (10) school days prior to the religious holiday. Such absence shall not exceed three (3) days during the school year.

b. Mental health employees who identify leave days as being for religious purposes under the provisions of this section shall be allowed to use sick leave for other general leave purposes up to the number of days used for religious leave (not to exceed three (3) days).

c. Mental health employees who fail to identify leave days as being for religious purposes under the provisions of this section will not be allowed to use sick leave for other general leave purposes as defined in section (B). In these cases, the employee is not required to state the reason for the general leave usage.

5. Emergencies

a. Leave will be granted for household emergencies auto mishaps, severe weather or road conditions and other unforeseen and unavoidable emergencies.

b. An emergency is defined as an event when no foreknowledge exists on the part of the Mental Health employee and immediate attention to the emergency by the Mental Health employee is required.

c. In cases of extreme emergency, additional days (those from sick leave) may be granted with the approval of the principal and the Superintendent or his/her designee.

6. Professional Consulting Leave

Leave will be granted for the purpose of serving as a consultant outside of the District.

7. Professional Development Leave

Leave will be granted for the purpose of preparing for and completing exams, written and/or oral, for the degrees of masters, specialist, and doctorate. Intent for such leave must be part of the mental health employee's approved professional growth plan.

8. Beginning in the second year of employment, mental health employees may use up to four (4) days of accrued sick leave annually for any of the identified general leave purposes except category 6 Professional Consulting Leave above.

C. Assault and/or Battery Leave

A mental health employee who is unable to perform his or her duties resulting from an assault and/or battery arising out of and incurred within the scope and course of, and in connection with, the performance of his or her assigned duties, and not as a result of his or her own negligence or disobedience of board policies or reasonable rules and regulations, shall be eligible to receive his or her full salary for the time he or she is temporarily absent from work as a result of the injury.

For purposes of this policy, the following definitions shall apply:

- "Assault" means any willful attempt or threat to inflict injury upon another person when coupled with an apparent present ability to do so, and any intentional display of force which would give a person reason to fear or expect immediate bodily harm.
- "Battery" means the intentional and wrongful physical contact with a person, which may include an object, without his or her consent, which entails some bodily injury or offensive touching.

The following conditions must be met before a Mental Health employee's full salary will be paid for assault and/or battery leave:

1. The Mental Health employee's conduct was within the bounds of general standards of professional behavior, the Mental Health employee was acting within the scope and course of his/her employment, and the Mental Health employee was not negligent.
2. The Mental Health employee must notify the building administrator or other appropriate administrator/supervisor as soon as possible of the occurrence and must complete a Workers' Compensation first report of injury.
3. The reporting of such an injury must be in accordance with the required reporting, time lines and forms to be used for the reporting and handling of Workers' Compensation accidents stated in Policy 4012 and Administrative Procedure 4012.1.
4. The Mental Health employee must use a District designated Workers' Compensation physician, who will determine the necessity of the absence from work.
5. The amount of Workers' Compensation payments for salary or such award made for temporary disability due to the injury from the assault and/or battery will be paid to the District for as long as such mental health employee is eligible for temporary disability payments under the Workers' Compensation Act. The payment of such monies to the District shall constitute payment of compensation benefits to the employee in accordance with C.R.S. 8-42-124(2) of the Act.

In the event the foregoing conditions are satisfied, none of the days of absence resulting from such occurrence shall be deducted from the Mental Health employee's accumulated sick leave, general leave, or other similar benefit in accordance with C.R.S. 8-42-124(2) of the Act.

The District's obligation to pay a Mental Health employee 's full salary under this policy for assault and/or battery leave shall terminate once the mental health employee has either been released to return to work or reaches maximum medical improvement as determined by the designated treating physician. The termination of the District's obligation does not limit the

right of the Mental Health employee to full payment of any permanent disability award granted to the Mental Health employee under the Workers' Compensation Act.

However, if the Mental Health employee has been released to return to work or reaches maximum medical improvement but still requires medical treatment for injuries caused by the assault and/or battery, the employee will continue to receive normal salary for hours and/or days missed for such treatment until the treating physician has concluded that the injury caused by the assault and/or battery has terminated or up to six (6) calendar months from the date of the employee's return to work or reaches maximum medical improvement, whichever is less. The Superintendent, or designee, may extend this time for receiving normal salary for treatment based on the teacher's written request for such extension. If the Superintendent, or designee, does not offer such an extension, the written denial will include an explanation of the basis for the decision.

LEGAL REF.: C.R.S 8-40-101 et. seq. (Workers' Compensation Act of Colorado)
CROSS REF.: Board Policy 4012 (Worker's Compensation)
Board Policy 4012.1 (Workers' Compensation Claims Procedure)

D. Leave for Education/Experience

Leave may be granted a Mental Health employee for the purpose of increasing that person's professional expertise in job-related areas. It shall be granted for one year or such portion of one year as approved by the Board. Compensation shall be at the discretion of the Board based upon the particular experience, education, or research project outlined by the Mental Health employee.

Mental Health employees shall be required to work for the Cherry Creek School District for a comparable amount of time as the length of the paid leave upon completion of the experience.

Split from Policy 480l to new Policy 4875 From Policy 4875 to Policy 4873

E. Attendance at Professional Conferences – Meetings

All professional Mental Health employees are encouraged to attend workshops and conferences as part of their professional growth. In this regard, $20,000 will be budgeted within the Student Achievement Services budget for the purpose of in-service education of Mental Health Employees.

Changed from Policy 4801 to new Policy 4876 From Policy 4876 to Policy 4873.

F. Public Office Leave

Mental Health employees who are elected public officials may be granted leave as necessary to fulfill the duties of that office. If pay accompanies the released time, the mental health employee will turn in the pay, as is the policy for jury service.

From Policy 4874 to 4873

G. Physical Examination Leave

Leave with pay will be granted for physical examinations required by the Superintendent when the time specifications of that requirement necessitate school time to comply.

H. Emergency Leave

When any event or circumstance at a work site, such as a natural disaster or medical quarantine, restricts an employee from reporting to work at his/her assigned building, the District will provide options to prevent loss of pay or paid leave such as:

1. The District will assign the employee(s) an alternative site(s) and/or position(s) until the employee(s) is (are) able to return to his/her (their) assigned building.
2. The District will provide an opportunity for the employee to make up the day(s) on non-contracted days.

The options listed above do not preclude an employee's appropriate use of other leaves in this policy.

2. Extended Leaves of Absence: Non-Paid

A. General Provisions

Extended leaves of absence granted under this policy will be without pay. All accrued benefits, credits and years of service will be restored to a mental health employee upon return to employment. No leave referred to in this policy will be considered an interruption of service.

All requests for extended leave of absence or renewals will be made in writing to the Superintendent.

1. A Mental Health employee whose leave does not exceed eighteen (18) weeks, not including breaks, holidays, and off-track time (for year round Mental Health Employees) will return to the same school and position provided:
   a. The exact days of leave are included in the leave application and approval;
   b. The return date is prior to the last four weeks of the school year;
   c. The returning mental health employee does not interfere with ongoing athletic season or other performance schedules in which the mental health employee is directly involved.
2. A Mental Health employee whose leave exceeds the above time will return only at the beginning of a semester, quarter, or other natural break in the school year. Every effort will be made to return the Mental Health employee to the same school.

   While on extended leave without pay, if not otherwise provided for, the Mental Health employee will have the option to remain on active participant in benefit programs by contributing the full cost of the programs.

Except in cases of hardship, all Mental Health employees are expected to make application for leaves thirty (30) calendar days prior to the commencement of the leave. All requests for approval will be made on the prescribed form. Mental health employees returning from such leave will be placed on the salary schedule at the step to which they would have been entitled prior to taking such leave based on service and paid leave completed prior to taking the unpaid leave. (See Policy 4870)

B. Extended Health (Medical) Leave

A Mental Health employee who is disabled due to illness or injury may apply for an Extended Medical Leave by submitting a request for such leave together with a certificate from a licensed and recognized physician confirming the nature and extent of the disability due to illness or injury.

Requests for medical leave will be granted for up to one (1) year when the disability is established. Extension of leave beyond that time is at the discretion of the District.

A Mental Health employee on an Extended Medical Health Leave seeking an extension must submit a certificate from a licensed and recognized physician establishing the Mental Health employee's continuing disability. A Mental Health employee seeking to return from a medical leave, which includes a leave for disability reasons, must submit a certificate from a licensed and recognized physician establishing the Mental Health employee's fitness to perform the duties of his/her position.

A Mental Health employee who is pregnant will be granted medical leave, due to pregnancy related disability, for any period of time when she is unable to perform the duties of her position. See Policy 4873 and Administrative Procedure 4151.2 (Sick Leave Bank) for eligibility for paid sick leave. A mental health employee, who has recently delivered, may qualify for a Parenting Leave under Policy 4873 (3) below.

See District Policy GBGF regarding Family Medical Leave Eligibility.

C. Parenting Leave

Upon written request, a Mental Health employee may be granted leave for the purpose of caring for children in the family. Such request must include the period of anticipated leave. In unusual circumstances, the period of leave may be extended.

Upon request, a Mental Health employee adopting a child may be granted an unpaid leave commencing at the time of adoption. Said Mental Health employee will notify the Superintendent in writing of the desire to take such leave as soon as approval is known. Except in cases of emergency, the Mental Health employee will give notice 30 days prior to the date at which time the leave is to begin. Such request must include the periods of anticipated leave. In unusual circumstances the period of leave may be extended.

D. Family Care Leave

Leave of absence, of up to one year, will be granted for the purpose of caring for a sick member of a Mental Health employee's immediate family or household, as defined in Sick Leave Policy. The illness is subject to verification.

E. Extended Leave under the provisions of the Family Medical Leave Act (FMLA)

Mental Health employees covered by this policy may also be entitled to leaves by virtue of the federally enacted Family Medical Leave Act. While federal law allows the District to deny leave under certain circumstances to employees who are among the highest ten percent (10%) in compensation of District employees, the District shall not invoke the highest ten percent (10%) rule to deny leave under these provisions. Upon return from leave that is solely an FMLA leave, the Mental Health employee shall be returned to the school and position or positions previously held. Mental Health employees are encouraged to discuss the expected return from leave in advance and to make reasonable plans to return in a manner which least disrupts services and other activities. If the FMLA leave is extended by any other leave, the Mental Health employees shall be placed in accordance with the return-from-leave provisions in this policy.

Revised: May 26, 2015
Adopted: June 15, 2015
Effective: July 1, 2014

Accumulated Sick Leave Compensation Application, *Policy 4873.2*

Pursuant to Policy 4873 (6), of the Board of Education of Cherry Creek School District, I hereby apply for compensation for accumulated sick leave.

1. Number of days of accumulated sick leave: _____

2. Option A:

   Number of days to be paid at substitute teacher rate: _____

   A) Number of days _____X sub rate of pay _____= _____

   OR

   Option B:

   Number of days in excess of 35 to be paid at 1/2 the employee's highest per diem rate

   during the last five years of employment.

   B) Number of days _____ X 1/2 per diem _____= _____

   and/or

3. Days to be paid at the per diem rate which the district and employee have mutually agreed to:

   Number of days _____X current per diem _____ = _____

4. Adjustments

   If any or all of the days of the accumulated sick leave are used prior to the effective date of separation, the total payment as reflected above shall be adjusted with respect to compensation for unused sick leave.

5. Payment Schedule

   If it is mutually agreed to by the retiree and the district, the retiree may work as a consultant in the District.

   Payment for the days worked will be based on the retiree's current per diem pay.

   Payment for these days worked will be made the month following the days worked.

   It is understood that any days worked as a consultant will be deducted from the retiree's accumulated sick leave.

   _____equal payments of $_____ paid _____

   monthly, yearly commencing _____, 20___.

   In the future, the retiree may, at the District's option be asked to do additional work as a consultant. This work would be arranged by a separate agreement between the retiree and the District.

6. Upon my death, any unpaid portion of my accumulated sick leave compensation shall be due and payable in full to:

   _____, my designated beneficiary, if payment can be made in such a manner under existing statutes.

   Signature (retiree): _____

   Date: _____

   For the District: Cherry Creek School District No. 5
   Arapahoe County
   State of Colorado

   By: _____Date: _____

Approved by Superintendent Robert D. Tschirki, June 24, 1998
Revised by Superintendent Monte C. Moses, August 16, 2004

General Leave Request and Verification Form, *Administrative Procedure 4873.7*

NAME _____EMPLOYEE I.D. _____

General Provisions

In accordance with Policy 4873, Temporary Leaves of Absence, each Mental Health employee will be permitted a total of three (3) general leave days (for contracts of 185 days up to 229 days) or four (4) general leave days (for contracts of 230 or more days) per academic year for the purpose of taking general leave for any one of the following approved categories described below.

1. Personal Leave - Required attendance for business of a personal nature which cannot be accomplished except during contract time. This leave is not intended for recreational use or to extend holidays or any breaks/vacations.

2. Bereavement, Graduation, and Wedding Leave - Immediate family of the employee, or for someone whose relationship with the employee is similar:

Spouse	Mother	Sister	Brother
Son	Father	Mother-in-law	Grandparent
Daughter	Father-in-law	Guardian	Grandchild
Dependent Child	Step-child	Step-Parent	

3. Births - Employee who gives birth or whose wife gives birth.

4. Leave for Religious Holidays – Please refer to Policy 4873(1)(B)(4).

5. Emergencies - Household emergencies, auto mishaps, severe weather or road conditions and other unforeseen and unavoidable emergencies. An emergency is defined as an event when no foreknowledge exists on the part of the Mental Health employee and immediate attention to the emergency by the Mental Health employee is required.

6. Professional and Consulting Leave - To serve as a consultant outside the District.

7. Professional Development Leave - For preparation and completion of written oral exams for Masters, Specialist, and Doctorate that is part of the mental health employee's approved professional growth plan.

Additional Provisions – Conversion of Sick Leave

In addition to the general provisions, Mental Health employees who are in their second year of employment and beyond, may qualify for the ability to convert four (4) days of sick leave as described in Policy 4873(1)(A)(1)(i) per academic year to access all of the above-referenced general leave categories except the category of Professional Consulting Leave.

I verify that the day(s) I have designated below for use as a General Leave will be used in accordance with the provisions of Policy 4873.

_____ _____

Signature Date

Date(s) of General Leave: _____

_____ _____

Dept. Coordinator &/or Administrator Signature Date

Substitute Requested: Yes ☐

No ☐

Every effort will be made by the Mental Health employee to notify the building principal at least 24 hours in advance of such leave.

Approved by Superintendent Robert D. Tschirki, June 24, 1994
Revision approved by Mary F. Chesley July 1, 2009

Military Leave, Jury Duty Leave, Subpoenaed Witness, *Policy 4051*

1. Leave of Absence for Active Military Duty for Training

   a. An employee, who is a member of a reserve component of the United States military services or a member of a National Guard Unit, shall be granted leave for up to fifteen days of active duty for training in any year.

   b. Such military training leave shall be granted with pay if the training takes place during an employee's regular contracted or assigned work time. Such sums as shall be paid by the military for salary while on training leave shall be reimbursed to the District up to that amount which equals the employee's normal salary or wage for the day(s) in question.

      Should the amount paid by the military exceed the employee's normal salary or wage paid by the District, the employee may keep such excess.

   c. A copy of the employee's orders will accompany the request for leave. The provisions of Colorado Statute shall apply.

2. Military Leave

   An employee who is involuntarily inducted into active military service shall, upon request, be granted a leave of absence without pay by the Board of Education for the period of involuntary service. A copy of the employee's orders will accompany the request for leave. The provisions of Colorado Statute shall apply.

3. Leave of Absence for Jury Duty

   All regular employees and all regular part-time employees under court orders for jury duty shall be granted leave of absence with pay. Such sums as shall be paid by the court, minus expenses, shall be forwarded to the School District if jury duty occurs on a contracted day.

   The employee shall supply documentation of absences and amount of compensation.

4. Subpoenaed Witness

   Any employee subpoenaed as a witness in a court case involving the Cherry Creek School District shall be granted leave with pay unless said employee is the plaintiff in the case.

Adopted: November 14, 1983
Effective: January 1, 1984

Travel Reimbursement, *Policy 4010*

On the recommendation of the Superintendent, the Board of Education shall authorize the payment of travelling expenses. Payment at the official District rate per mile shall be made for any employee or member of the Board of Education while conducting official District business. Claims for payment shall be made in the manner prescribed by the Superintendent acting in accordance with established State funding requirements.

Adopted: January 10, 1983
Effective: January 1, 1983

General Information

Employee - Board of Education Relationships, *Policy 4002*

1. The Board of Education of the Cherry Creek School District is always accessible to employees and employee representatives of the District.
2. As a general rule, any topic necessitating official action should first be submitted to the Office of Human Resources before being placed on the agenda.

Revised: June 10, 2002
Adopted: June 10, 2002
Effective: July 1, 2002

Publication of Articles, *Policy 4003*

All staff members are encouraged to submit original articles for publication. Manuscripts dealing with programs of the Cherry Creek School District shall be reviewed and approved by the Superintendent.

Proposed: January 12, 1981
Adopted: February 9, 1981

Political Activities, *Policy 4006*

Except as provided in Colorado statute, no employee of the Cherry Creek School District shall use his/her position or the facilities of the District to promote political objectives.

As a protection to the District from persons who may desire to use the schools for the purpose of disseminating political propaganda, no written materials shall be circulated or posted on school property without the approval of the building principal.

Copies of all materials referred to in the foregoing paragraph, receiving the approval of the building principal, shall be filed with the Superintendent of Schools.

Proposed: January 12, 1988
Adopted: February 9, 1988

Organizational Membership, *Policy 4013*

No contract or other employment arrangement executed or made by and between the School District and employee shall require, by inference or otherwise, that said employee pay dues or belong to any group or organization.

Proposed: May 12, 1980
Adopted: June 9, 1980

Athletic Attendance, *Policy 4043*

All District personnel will present their District/School issued photo ID at home games of athletic contests for the employee and one guest to enter for free. This does not include any post-season games.

Revised: April 22, 2014

Adopted: June 15, 2015
Effective: July 1, 2014

Physical and Mental Examinations and Alcohol and Controlled Substance Testing, *Policy 4047*

Employees of the Cherry Creek School District are subject to physical and mental examinations and alcohol and controlled substances testing prior to and during employment. The following provisions of this policy set forth the circumstances and conditions when such examinations and testing will be required:

A. Physical Examination - All Employees

After recommendation for employment but before employment commences, candidates for employment may be required to take and pass such physical and mental examinations as may be prescribed by the District. Results of such examinations shall be reported on forms provided by the school district, or forms acceptable to the school district, and shall be filed in the Office of Human Resources. All examinations shall be at the sole cost and expense of the candidate.

B. Required Examination During Employment - All Employees

1. The Superintendent or designee may require any employee within the District to submit to a physical or mental examination, when he/she has reasonable suspicion to believe:

   (a) the welfare of the employee, students or other employees justifies such examination; or

   (b) that the employee's ability to perform his or her duties is impaired due to physical or mental reasons.

   The District will pay the cost of the examination which shall be conducted by a physician of the District's choice. However, in the event the employee desires to utilize a personal physician, subject to the approval of the Superintendent, to satisfy the employee's examination requirement, the employee may do so, provided the examination can be conducted within such time as may be reasonably required by the District. In such event, the private physician will be paid, by the District, an amount equal to the amount usually and customarily paid by the District to the physician selected by it.

   Following the examination, a written report shall be issued by the physician.

2. As a condition of continued employment with the District, all employees consent to a chemical test of their blood, urine or breath upon request of the Superintendent or designee. This test shall be ordered in the event the Superintendent or designee has reasonable suspicion to believe that the employee is under the influence of alcohol or drugs, or in the event of a reasonable suspicion that the employee's ability to perform his or her duties is impaired by the use of alcohol or drugs. The employee will be allowed up to thirty minutes to obtain representation of his/her choice. Any such tests shall be conducted at any hospital, clinic, or facility properly equipped to administer such tests and shall be performed by any doctor, nurse or technician properly qualified to

administer such tests. The employee may not select the physician or technician to administer the tests. All such tests shall be paid for by the District.

The term drugs, as used herein, shall include, but not be limited to, those substances defined in CR5. 12-22-30 1 et. seq., known as the Colorado Controlled Substance Act of 1981.

(a) The failure or refusal of an employee to submit to any test required in paragraph 2 above, or to submit to and obtain the examinations required in paragraph 1 above, shall constitute insubordination, and shall result in:

(1) immediate suspension without pay, except as required by Colorado Statute, and,

(2) termination of employment being recommended to the Board of Education.

3. Alcohol and Controlled Substance (Drugs) Testing for Commercial Driver's License (CDL) Employees

(a) The Omnibus Transportation Employee Testing Act of 1991 (the "ACT") and Department of Transportation rules, procedures and regulations (the "Regulations") require that the District conduct pre-employment/pre-duty, random, reasonable suspicion, post-accident, return to duty and follow-up testing of all District employees required to obtain a Commercial Driver's License ("CDL").

(b) All alcohol and controlled substance testing performed under and pursuant to this Section C, will be conducted in accordance with federal regulations, the Act and procedures adopted by the District.

(1) Controlled substance testing will be conducted by means of a urine specimen collected and tested by a laboratory certified by the U.S. Department of Health and Human Services.

(2) Alcohol testing will be conducted using an evidential breath-testing device.

(3) Employees will not be entitled to have testing performed at a location or by an individual or facility other than that designated by the District. However, a split sample of the urine test for controlled substances will be available for the employee pursuant to District policy and federal regulations in the event the sample tested is confirmed positive.

(4) An employee may not refuse to submit to alcohol and/or controlled substance testing under this Section C. Refusal shall result in immediate suspension of employment without pay and recommendation of termination to the Board,

C. The required testing under this Section C will be conducted at the District's expense and as follows:

1. Pre-employment testing shall be administered to all applicants offered a position in the District requiring a CDL prior to the first time the employee performs any safety-sensitive functions for the District.

2. Random alcohol testing shall be conducted at any time period surrounding the performance of safety-related functions, which includes just before or just after the employee performs the safety-related function. Random controlled substance testing shall be performed anytime while the employee is at work.

3. Reasonable suspicion testing will be conducted of any employee when a determination and observation is made by a trained supervisor and he has a reasonable suspicion to believe any employee has violated the District's policies and/or federal regulations relating to alcohol or controlled substance use or possession.

4. Post-accident testing will be conducted on any employee involved in an accident which results in the loss of human life or if the employee receives a citation for a moving traffic violation arising out of an accident.

5. Return to duty testing will be required prior to an employee being reinstated, if at all, after an employee has tested positive for prohibited alcohol concentration levels or the presence of a controlled substance and after the employee has undergone an evaluation by a substance abuse professional except as noted in No. 6 below.

6 Follow-up testing will be required of any employee identified by a substance abuse professional as needing assistance in resolving problems with alcohol misuse or controlled substance use and who has returned to duty.

D. Records of all tests will be maintained and kept confidential in accordance with District procedures and federal regulations.

E. All affected employees and employee organizations will be provided with educational materials which explain the requirements of this Section C, the District procedures and federal regulations related thereto.

F. The District encourages all employees with any alcohol abuse or controlled substance use to seek assistance through a Substance Abuse Professional (SAP) and will provide employees lists of individuals and organizations providing this service. Unless otherwise provided by law or District policy, the District is not required to provide rehabilitation, pay for substance abuse treatment or to reinstate an employee terminated for violations of District policy rebating to the use or possession of alcohol or controlled substances.

G. Any employee who is determined, as the result of any of the required alcohol or controlled substance testing, to have violated any District policy relating to the use of possession of alcohol or controlled substances shall, consistent with state and federal law and District policies, be subject to disciplinary action, including termination of employment.

Revised: December 12, 1994
Adopted: January 9, 1995

Communicable or Life-Threatening Diseases, *Administrative Procedure 4047.2*

A. Purpose

This procedure establishes a mutually-beneficial process between an ill employee and the District to insure that the health or safety of the employee, students and other employees is protected.

B. Identification of Ill Employees

Employees affected by a communicable or life-threatening disease or illness may be identified through self-report, or on the basis of the District having a reasonable belief that a staff member is ill. Reasonable belief would exist in, but is not limited to, situations where the employee's health is observed to be deteriorating to the point of interfering with the performance of his/her duties, the employee displays persistent physical symptoms of illness, where the District becomes aware of a diagnosis of such an illness or disease, or where there is other reasonable evidence of the existence of such disease.

If a supervisor has been informed or has reasonable cause to believe that an employee is affected by a communicable or life-threatening disease or illness, the supervisor will immediately notify the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources or his/her designee may confer with, but not limited to, the supervisor, the Executive Director of Instruction for that school, the staff member, and the Superintendent of Schools for determination of fitness as provided in Section D below.

C. Verification of Illness or Disease

The Assistant Superintendent of Human Resources or designee will take reasonable steps to verify the existence or non-existence of a communicable or life-threatening disease. This will be determined by a review of medical reports, files, diagnostic testing, hospital records, and/or consultation with physicians or other medical personnel as may be deemed necessary.

D. Determination of Fitness for Continued Duty

In the event an employee is affected by a communicable or life-threatening disease or illness, recommendations regarding the employee's fitness for continued duty and contact with students and other staff will be made on a case-by-case basis by the Assistant Superintendent of Human Resources. The recommendations will be based on, but not limited to:

1. Medical reports regarding the condition of the employee;
2. The type of duties and interaction in the work place required of the employee in performance of his/her assignment;
3. The impact of continued employment on the affected employee, students and others in the work place;
4. Consideration of "reasonable accommodations" in the employment of the affected employee pursuant to Section 504 of the Rehabilitation Act when applicable, and

5. Input and recommendations from public health officials and others.

   Recommendations will be submitted to the Superintendent of Schools for review and action.

E. Return to Duty

If an ill staff member is determined to be fit for continued duty, the supervisor will be informed of the employee's medical condition, the reasonable accommodations/precautions, if any, to be observed in the work setting, and any other factors that would warrant the reconsideration of continued duty. A regular schedule of medical examinations or evaluations for continued employment may be required.

F. Termination of Employment

If a staff member is determined to be unfit for continued duty, he/she will be entitled to the use of accumulated paid sick leave, sick leave bank provisions (if applicable), and medical leave of absence as outlined in district policy.

After all leave options are exhausted and the employee is still not deemed fit to resume duties, employment will be terminated by the employee's resignation or retirement, or by Board of Education action including initiation of dismissal proceedings under applicable Colorado Statute or District policies subject to the usual appeals by the employee.

G. Confidentiality

All information gained by the District through the application of this procedure, including the identity of an employee, will be treated as confidential except as necessary to implement this procedure. Information will not be released publicly by officials of the school district without the written consent of the affected employee.

The adoption of this procedure does not create any right claim or cause of action against the District or its employees where such right claim or cause of action does not otherwise exist in the absence hereof

Approved by Superintendent, Jim S. Huge, June 13, 1988

Drug-Free Workplace, *Policy 4048*

The unlawful manufacture, possession, use or distribution of illicit drugs, as defined by law, marijuana, and alcohol on school district premises or as part of any of the school district activities is specifically prohibited.

Observance of this policy is mandatory and a condition of employment. A violation shall subject the employee to appropriate disciplinary sanctions (consistent with local, state and federal law), including suspension and up to and including termination of employment and referral to the appropriate law enforcement agency for prosecution. A disciplinary sanction may include completion of an appropriate rehabilitation program.

Drug and alcohol counseling and rehabilitation and re-entry programs may be available through the District. The District encourages affected employees to seek assistance.

Each employee will be provided with a copy of this policy which sets forth the expected standards of conduct and the disciplinary sanctions which may be imposed as a result of a violation of this policy.

Pursuant to the provisions of federal law, any employee who is convicted of or pleads guilty or nolo contendere (no contest) to any criminal drug statute for a violation occurring in the workplace, shall notify the Superintendent or his designee within five days after the conviction. The District has the obligation and shall notify the appropriate Federal agency within 10 days after receiving notice of such conviction or plea if there is a relationship between federal funds received by the District and the convicted employee's work site.

The Board of Education shall conduct a biennial review of its drug and alcohol abuse prevention programs to determine the programs' effectiveness, to implement required changes if necessary, and to insure that disciplinary sanctions are consistently enforced.

Proposed: June 28, 2013
Adopted: August 12, 2013
Effective: July 1, 2013

Collaboration and Conflict Resolution to Prevent Workplace Bullying, *Policy 4138*

1. <u>Policy Summary</u>

A. The Cherry Creek School District is committed to working collaboratively among stakeholders to encourage and support a school and workplace climate conducive to teaching and learning while ensuring that all CCSD employees have a safe workplace, one where all employees are equally accountable for creating and maintaining a safe culture. The District considers workplace bullying to be unacceptable and shall not be tolerated.

B. The prevention of workplace bullying, as well as the prevention of retaliation against individuals who report acts of workplace bullying, requires a system-wide effort involving prevention, intervention, reporting, investigation and resolution.

C. Building administrators and ARs will commit to meeting with the goal of effectively addressing building concerns as they arise and cultivate an ongoing collaborative relationship. Cooperation is imperative throughout this process.

D. Differences of opinion, interpersonal conflicts, and occasional problems in working relations are an inevitable part of working life and do not necessarily constitute workplace bullying.

2. <u>Policy Statement</u>

A. Prohibited Conduct

Bullying behavior is often persistent and part of a pattern, but it can also occur as a single event. This is defined as conduct that is unwelcome, repeated, deliberate, hurtful, threatening, humiliating, intimidating, or acts of sabotage. These behaviors, whether verbal, physical or otherwise, interfere with work and may create a hostile, offensive and/or toxic workplace. These behaviors are typically conducted by one or more

employees against another employee or other employees. Workplace bullying often involves an abuse or misuse of power and authority.

Examples of workplace bullying may include but are not limited to the following:

1. Conduct that a reasonable person would find hostile, offensive, and unrelated to the employer's legitimate business interest;
2. Spreading misinformation or malicious rumors;
3. Behavior or language that frightens, humiliates, belittles, or degrades, including criticism or feedback that is delivered with yelling, screaming, threats, insults, angry outbursts, excessive profanity or name calling;
4. Excessive monitoring or micro-managing;
5. Making repeated inappropriate comments about a person's appearance, lifestyle, family, or culture;
6. Regularly teasing or making someone the brunt of pranks or practical jokes;
7. Interfering with a person's personal property or work equipment;
8. Circulating inappropriate or embarrassing photos or videos via e-mail or social media;
9. Unwarranted physical contact;
10. Purposefully excluding, isolating, or marginalizing a person from normal work activities;
11. Being held to a different standard than the rest of an employee's work group;
12. Work overload, unrealistic expectations and or meaningless tasks; and/or
13. Encouragement of others to turn against the targeted employee.

B. Workplace Bullying vs. Supervision

It is important to distinguish between workplace bullying behavior and appropriate workplace supervision by administration. Reasonable administrative actions include, but are not limited to, the following:

1. Providing performance evaluations;
2. Providing constructive feedback;
3. Scheduling ongoing meetings to address performance issues, including Directed Improvement Plans;
4. Setting performance goals, standards and deadlines;
5. Implementing organizational changes;
6. Counseling and/or disciplining an employee for misconduct; and/or

7. Investigating alleged misconduct.

Nothing in this language limits the District's responsibility and authority to evaluate employees and to make hiring, non-renewal, and termination decisions in accordance with applicable law and CCSD School Board Policy.

C. Periodic and Ongoing Professional Development

1. The District, in partnership with CCEA, will develop and implement procedures for periodic and ongoing professional development on workplace bullying prevention, which includes this policy. This professional development is designed to increase understanding and awareness of the prevalence, causes, and consequences of workplace bullying. The overarching goal of this professional development is to solve issues at the building level.

2. The District in collaboration with CCEA, will ensure that professional development on workplace bullying prevention / conflict resolution is provided annually to all principals and building association representatives. This training will be provided at the beginning of each school year.

3. <u>Procedure for Reporting Workplace Bullying/Conflict</u>

A. Reporting an allegation

1. The first step will be collaboration at the building level. The employee will provide information of the bullying / conflict to the building principal and, if appropriate, a staff representative such as a building AR. All parties will work collaboratively to resolve the issue in a timely manner.

2. Employees making reports of workplace bullying will discuss with all involved parties the possible options for resolving violations of this policy.

3. In the event a resolution to the conflict cannot be reached at the building level, the issue will be escalated to the Office of Employee Relations and, if appropriate, CCEA Leadership (e.g. CCEA President and/or his or her assigned representative) who will work to jointly reach a solution. The solution obtained at this level is final.

4. The District will not respond to reports of bullying brought anonymously or by third parties not directly involved in the complaint.

5. In accordance with Human Resources Policy, retaliation is prohibited.

4. <u>Policy Definitions</u>

1. The term "teacher," "nurse," or "mental health employee" may be substituted herein for the term "employee" as the context requires.

2. The term "administration" and/or "administrator(s)" as used in policy will mean a collective body of persons who manage, administer, or direct the total educational enterprise of the District in whole or any part thereof. (e.g. principal, assistant principal, and/or any member of the District's Leadership

Team).

3. The term "employee(s)" as used in this policy shall be anyone employed by the Cherry Creek School District.

4. A Teacher on Special Assignment or "TOSA," Coordinator of Student Achievement or "COSA" or any other non-administrator positions such as (PASS, deans, athletic directors, department heads, school counselors, instructional coaches, talent/gifted coordinators, evaluators, etc.) used in this policy are teachers who serve in quasi-administrative roles.

5. Additional Provisions

1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.

2. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

3. Upon agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.

4. Any additions, deletions or revisions to this policy will be distributed to those affected and will be in effect after ratification by the Association Membership and adoption of the Board.

5. Neither the recognized Association nor the Board can refuse to negotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135 if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teachers' annual contract year.

Created: April 26, 2018
Adopted: August 13, 2018
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