Dedicated to Excellence
Cherry Creek Schools

Nurses

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 employees, 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 team members, 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 to engage 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 to 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 Nurse Rights, *Policy 4734*

A. 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.

B. Just Cause

No nurse shall be reprimanded, disciplined, suspended, reduced in compensation, transferred, adversely evaluated or terminated without just cause and due process. This provision does not apply to the termination of probationary nurses at the end of the first or second year of employment.

C. Official Personnel Files

1. District Personnel File

The District will maintain an official District personnel file/record in the Office of Human Resources for each nurse. 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 nurse, the nurse will be notified of the identity of the person accessing the file and the purpose for that access within two (2) workdays unless the nurse would have already been aware of such access.

2. Building File

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

3. Access to Files

   a. Upon request and at an agreeable time, any nurse or any individuals authorized by the nurse 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.

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

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

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

   c. The Office of Human Resources will keep a log of all individuals who access the nurse'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.

   d. The District will provide a copy of this log to the nurse if the nurse requests it.

   e. 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 nurse's personnel file/record and/or disciplinary file/record the District must notify the nurse within three (3) workdays unless such notification is prohibited by law.

4. Copies of Documents in Files

If a nurse 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.

5. Anonymous Materials in Files

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

6. Right to Respond to Documents in Files

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

7. Required Signature on Evaluation Documents

   Consistent with Policy 4737 the nurse must sign all documents related to evaluations that are placed into the official District personnel file/record of the nurse. Signatures will be submitted electronically as required within the District's evaluation program. The nurse's signature does not indicate agreement with the content of such material. The nurse will be provided with a copy of the signed document, or have access to print the signed document.

8. The nurse will have such other rights pertaining to access of personnel records as provided by state and federal law.

D. Criticism of Nurses

I. Process For Addressing Criticism

1. The process for addressing criticism or concerns brought to an administrator regarding a specific nurse is:

   a. Step 1: Contact the nurse about whom the concern was raised to discuss the concern and the administrator's initial judgment about the seriousness of it.

   b. 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 nurse.

   c. 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.

   d. 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.

2. In addition to the above, the nurse 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 nurse, 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 nurse, 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

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

   a. 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 nurse of that material in a timely manner, subject to section (D)(I)(2) above.

   b. If the supervising administrator intends to place any document(s) in the nurse's personnel file that is critical, derogatory in nature or may adversely affect the nurse's employment status, the administrator shall hold an in-person meeting with the nurse and present him/her with two (2) copies of the document signed by the supervising administrator. The supervising administrator shall keep an addition signed original copy of the document for use, if needed.

      i. The nurse will sign the document within seven (7) workdays and return one (1) copy of it with her/his signature to the supervising administrator.

      ii. The nurse's signature will acknowledge having received the document but will not indicate agreement with the content of the disciplinary document(s).

      iii. The nurse will retain an original of the signed document(s).

2. If after seven (7) workdays the nurse has not returned a signed copy of the disciplinary document, the supervising administrator will:

   a. make a notation (date and signature) on the supervising administrator's signed copy of the disciplinary document that the nurse failed to sign the disciplinary document,

   b. communicate to the nurse that the disciplinary document will be placed in the official District file/record, and

   c. place the disciplinary document in the nurse's disciplinary sub-file of the

District personnel file.

3. Only a document, which has a signature from the supervising administrator and meets the requirements of section (D) (II) may be placed in the official District file/record.

4. No anonymous materials shall be placed into the nurse's District personnel file/record.

III. Process for Nurses to Submit a Written Response to Documents in a File

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

2. The nurse 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 nurse as referenced in (D)(II)(1)(b) above. The nurse will sign the response.

3. The Assistant Superintendent of Human Resources, or designee, must provide signed documentation of receipt of the nurse'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.

4. The nurse's written response, if any, shall be attached to the document to which it pertains.

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

The nurse 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 (D) --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 nurse's official District personnel file/record, consideration will be given to removing a notation, which reflects adversely upon the nurse 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 nurse may provide a written request for the removal from the file/record of a notation, which reflects adversely upon that nurse. 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 nurse 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 nurse, nor does it

preclude a nurse 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 nurse is exonerated following the completion of an investigation during which the nurse was placed on administrative leave with pay, all documents in any of the nurse'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.

VI. In-person meeting with community members

It is the responsibility of a nurse 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 nurse may request the presence of the building administrator, and the administrator will make every effort to provide for the professional integrity of the nurse.

E. Professional Communications

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

F. Required Meetings or Hearings

Any nurse 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 nurse, 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 nurse 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 nurse and administrator from having normal conferences and conversations. Any suspension of a nurse pending charges will be with pay.

G. Notification of Garnishment of Wages and Child Support Reporting

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

2. 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.

H. Electronic Devices

1. Any information gathered by electronic devices shall be communicated to the nurse in a timely manner.

2. The provisions of section (B) above also apply to the use of information obtained through electronic devices.

3. Additionally, no information used in a nurse's evaluation report shall be gathered by electronic devices without the written consent of the nurse.

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

I. Payment for Damages to Personal Property

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 $250 per occurrence ("amount allowed"), and not to exceed $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.

1. 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 nurse the allowed amount to repair or replace the item(s), provided such damage or destruction is not the result of the employee's negligence.

2. 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.

3. 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.

4. 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.

J. Space for Personal Property

The District will provide a suitable space for reasonable personal effects, such as purses or briefcases in or reasonably near 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.

K. Personal Transportation

The nurse shall not be required to transport any student in his/her personal car.

L. District and Other Equipment and Technology

1. 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.

2. 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 (L)(i) 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.

3. This provision shall sunset with the adoption of policies and/or procedures based on recommendations from the Technology Task Force.

M. Protection and Safety

1. 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.

2. 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.

3. It is not the intent of this policy to discourage individuals or groups from providing nurses with feedback, either positive or negative, regarding parents' or their children's concerns about the quality of nursing services clinic atmosphere, discipline, or interpersonal communication, or other relevant issues.

4. The integrity of the instructional process and the delivery of related nursing services should be paramount in the school system. Nurses should not be required to meet with parents during clinic hours if that interaction would interfere with the delivery of time sensitive or essential nursing services. If parents attempt to address concerns regarding their child with the nurse while the nurse is engaged in performing other essential functions, the nurse may direct the parent to either set-up an appointment or to contact an administrator.

5. When concerns are shared in a hostile manner through the use of abusive language, insults, threats, or loud discourse, the nurse is not obliged to continue.

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

   a. 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.

b. Threatens the employee with physical harm or actually harms a person.

c. Damages, defaces or destroys private property of any person.

d. Commits an act of harassment or intimidation (as defined by statute).

e. Places a person in position of feeling at risk of emotional or psychological harm.

7. 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).

Split from Policy 4717, July 1, 2009.

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

Negotiated Policy, *Policy 4735*

1. <u>Definitions</u>

A. The term "Nurse" as used in policy will mean and include any licensed person employed as a Nurse by the District and whose pay is determined by the Nurses Salary Schedule.

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 4716.

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 or discussions 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" shall mean all non-administrative employees of the District employed as Nurses to provide professional nursing services in support of District instructional programs who are paid on the Nurses Salary Schedule.

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

L. The term "Per Diem" will mean the daily rate of pay as consistent with the nurse's contract as specified in Policy 4741 (2) (H).

2. <u>Recognition</u>

A. The Board of Education recognizes 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 to 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"

C. <u>Election Procedures</u>

(1) Any group representing nurses wishing to replace the Association as negotiating agent for nurses or one or more nurses 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.

(2) 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.

(3) 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 Teachers, 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.

3. <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 it's duly appointed representatives, as the exclusive representative of the nurses:

i. The use of school bulletin boards.

ii. The use of inter-school mail service.

iii. 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.

iv. 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.

v. Opportunity to participate as appropriate 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.

vi. 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.

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

viii. The Association will be the only organization to process grievances on behalf of nurses under policy 4736.

b. <u>Information</u>

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

1. Proposed budgets, enrollment, and staffing data.

2. District-assigned specialists.

3. Annual financial reports and audits.

4. Agenda and minutes of Board meetings.

5. Census data as available.

6. Group insurance premiums and experience figures.

7. And such other information that will assist the informed and constructive creation and management of programs on behalf of employees and-students.

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

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

1. Any changes to Board Policies or Administrative Procedures.

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

3. Two current and revised copies of Board Policy and Administrative Procedure books.

4. 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.

iii. The District will provide, at District expense, on compact disk (CD), each nurse 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 policies and procedures, for which they are contractually responsible, 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 nurses and affect nurse load or compensation will be given to each nurse 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 provide the CCEA with one hundred fifty (150) printed

copies of the Teacher agreement and twenty-five (25) printed copies each of the Nurse and Mental Health team agreements. In addition, each building will receive and make available to members at least one printed copy of the Teacher agreement. If the building/facility has more than thirty (30) members of the bargaining unit, the building will receive an additional copy for each thirty (30) bargaining unit members or major portion. (E.g., a building with twenty-nine (29) members would receive one copy; a building with one hundred sixty-three (163) members would receive five (5) copies.)

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

iv. 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. 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 nurses will be arranged in advance by notifying the office of the principal.

e. The Association President will be furnished with copies of all written communications by the Central Administration which are published to aid in policy interpretation.

f. Association Leaves

i. 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.

ii. 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 nurses cost including PERA and Medicare, and the District will pay the per diem cost of

the individual taking the leave.

iii. Association leave will be exclusive of time necessary for nurses to testify at grievance hearings under Policy 4736 except as stipulated in Policy 4736, Section (D) (5).

iv. 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 EDPAC or any local political action committee.

h. Payroll Deductions for Membership Dues

i. The District will deduct in equal monthly installments from nurses' salaries the dues for the Association as nurses individually and voluntarily authorize, and will transmit the monies to the Association.

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

iii. 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 nurses for whom dues are being deducted and a list of nurses who dropped their membership that month.

iv. 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 EDPAC or any local political action committee above and beyond the expenditures made to collect and transmit the dues for the Association.

4. Initiating Negotiations

A. 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.

B. 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 nurse's salaries, wages, benefits, and other terms and conditions of employment.

C. 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.

D. 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.

E. 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) week 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.

5. <u>Nature of Negotiations</u>

a. 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.

b. 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.

c. 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.

d. Negotiations will be closed to the press unless both sides decide otherwise. Releases 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.

e. 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.

6. <u>Adopting Recommendations</u>

a. Any agreement reached through negotiations will be put into written form and will 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.

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

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

d. 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.

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

7. <u>Mediation</u>

A. 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.

B. 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 Representatives. 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.

8. Conducting Mediation

A. 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.

B. The Mediator will meet with the Board Representatives and the Association Representatives either separately or together.

C. 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.

D. 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.

9. Fact Finding

A. 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.

B. 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.

C. The Fact Finder will have the authority to hold hearings and make procedural rules.

D. 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.

E. 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.

F. 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.

G. The respective parties will take official action on the report of the Fact Finder no later than ten (10) days after the meeting or meetings described above.

H. 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.

I. The cost for the services of the Fact Finding will be shared equally by the District and the Association.

J. 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.

10. <u>Committee Involvement</u>

a. Task Force

1. Task Forces may be established, by mutual agreement to investigate specific problems or concerns and seek solutions to these problems or concerns.

2. The number of members shall be mutually agreed to by the Superintendent or designee and the Cherry Creek Education Association.

b. Medical Advisory Board

The District will maintain a Medical Advisory Board composed of physicians and other healthcare professionals from the community. The Nurses will have representation on the Board.

c. Other District Committees

Nurses may serve on Health Education and health-related committees at the building or District level.

Revised: February 15, 2012
Adopted: August 13, 2012
Effective: July 1, 2012

Nurse Grievance Procedures, *Policy 4736*

A. <u>Definitions</u>

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

a. A Nurse or his/her representative on his/her behalf, or

b. a group of Nurses 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 nurse has been treated inequitably by reason of any act or condition, which is contrary to established Board policy or practice governing or affecting teachers, and

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

3. 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 nurse 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 nurse 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" (4136.2) 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 Nurses 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 nurse(s) will be notified, and he/she will be released without loss of pay for such time as attendance is required. If substitute nurses 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 Nurse Employment, Compensation, and Dismissal Act of the State of Colorado or other applicable laws.

F. <u>Additional Provisions</u>

1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4734.

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 4734, 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 4734, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the nurses' annual contract year.

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

GRIEVANCE FORM, ***Administrative Procedure 4736.1***

LEVEL I OR II

Name of Grievant _____

Date Grievance Occurred _____

Position of Grievant _____

School _____

Principal, Executive Director of Student Achievement Services, or Designee

_____

Brief statement of grievance including specific policy or procedure violated:

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

Definition of School Nurse, *Policy 4708*

The term "school nurse" is applied to a person who holds a current license to practice professional nursing by registration under the laws of the State of Colorado. The school nurse is responsible for administering the Health Services in the school(s) to which he/she is assigned.

Proposed: June 9, 1997
Adopted: June 9, 1997
Effective: July 1, 1997

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

Nurse Employment, *Policy 4710*

A. Upon initial employment, all newly hired school nurses shall receive a written employment contract that includes the number of workdays and their annual salary. Two (2) copies of this contract shall be issued to the nurse. The nurse shall sign both copies and return them to the District, and within two (2) calendar weeks following submission to the District, one (1) copy with the signatures of both parties shall be returned to the nurse.

B. **Nurse Probationary Period**

1. Effective July 1, 2010 all nurses shall serve a probationary period of two (2) continuous years upon employment with the District. At the end of either of those two (2) years, the District may terminate a probationary nurse without just cause or due process.

2. To qualify for a year, the definition of "In-District Credit" in Policy 4741, Section (B), shall be applied. Paid leave, sick leave, general leave and unpaid district approved leave will be considered as time worked.

3. Any nurse who is not notified of their termination in writing by the superintendent before June 1 at the end of the first and/or second year of employment shall be re-employed for the following school year. The District will provide the nurse with the notice of termination either in person or at the nurse's last known address.

C. **Non-Probationary Nurses**

1. Any nurse employed with the District, during the 2009-2010 school year, will be a non-probationary nurse.

2. Any nurse who has not received written notice of termination according to Section (B)(3) above at the end of the second continuous year of employment with the district will become a non-probationary nurse.

3. A nurse who does not provide written notification to the district of their intent not to return to employment or does not report to work, unless on an approved leave of absence, shall be considered to have surrendered the right to non-probationary

status and will be subject to Section (B) above if rehired.

D. <u>Non-discrimination</u>

There shall be no discrimination in the hiring process on the basis of race, color, creed, sex, sexual orientation, genetic information, religion, national origin, ancestry, age, marital status or disability.

Prior to hiring any person, in accordance with state law, the District shall conduct background checks with the Colorado Department of Education and previous employers regarding an applicant's eligibility for employment. In all cases where credit reports are used in the hiring process, the District shall comply with the Fair Credit Reporting Act.

Changed from Policy 4701.

Revised: July 3, 2013
Adopted: August 12, 2013
Effective: July 1, 2013

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

Nurses' Pilot Model for Short-Term Assignments, *Memorandum of Understanding*

District Model Pilot:

The District will continue to strive to have a nurse assigned to each school site, with the exception of the continuation of current assignments involving some designated pairs of low enrollment schools or groups of educational programs (based on current programming).

If the District is unable to fill one or more school nurse positions and a substitute nurse is not available for such an assignment, until a nurse can be hired for the position, the following factors shall be applied for the short-term assignment:

- The short-term assignment is intended to be a temporary change in assignment and will not exceed one school year. In the case of a volunteer to a short-term assignment, the parties may agree to make the assignment on-going if the nurse and the affected principals agree to do so prior to the position being filled by an external applicant.

- The District will post all positions requiring short-term assignments and such assignments will end when a nurse is hired for the posted vacancy or at the end of the school year during which the short-term assignment was made. At the conclusion of the short-term assignment (either at the end of the school year or when a nurse is hired to fill the vacancy), the nurse in the short-term assignment will return to her/his original assignment.

- The first priority shall be to have a nurse assigned to each secondary school. It is the intent of the District to maintain the level of health technician support in these schools at current levels. The District will make every effort to do so.
- As soon as the need for a short-term assignment is identified, the Designated District Administrator ("DDA") will send a request to all current nurses for volunteers to assume a secondary school opening or the additional paired school. All such short-term assignments shall be disseminated at the same time if more than one is needed. Any elementary nurse interested in volunteering shall be required to respond within two working days. To ensure maximum flexibility in serving student needs, the DDA shall consider the qualifications of any or all interested volunteer(s) first, and then those of any other nurse prior to making a short-term assignment. The DDA will then notify the nurse who will be assigned to the short-term assignment. The DDA will notify any nurse or nurses who volunteered as to the disposition of the short-term assignment opening.
- In instances of involuntary, short-term assignment of a nurse, the determination of which nurse to work with the paired schools will take into account such factors as proximity of the schools to each other, preference for pairing schools in the same feeder area, pupil count, acuity, presence and size of preschools as well as before and after school programs, and ILCs or the presence of other student achievement services programs in either building. A full-time health technician will be paired with a nurse in each short-term assignment. In order to best meet the needs of students and the schools, the nurse will consult with the DDA in determining a schedule to cover those needs. This scheduling shall include reasonable protocols for urgent/emergency situations.
- This scheduling shall also include consultation with the DDA and building principals regarding allotted time for the nurse to ensure that the nurse can fulfill legal responsibilities for supervision of delegatees. In addition, the DDA shall ultimately determine if additional health technician support is needed on a case-by-case basis.
- Nurses in regularly paired schools or with multiple program assignments may volunteer but will not be involuntarily assigned to a short-term assignment.
- The DDA shall consult with the nurse regarding the assigned health technician prior to and during any short-term assignment. The training, preparation to meet qualifications for delegation, and support of the health technician is primarily the responsibility of the DDA. To the extent possible, the nurse will assist in this process. Nurses will share delegation concerns, should they arise, with the DDA, and the two shall jointly plan to address any such concerns. The DDA shall be ultimately responsible for health technician hiring, initial training, and termination from employment. Nurses may volunteer to be part of the hiring and training processes and shall be informed of such opportunities.
- Nurses who assume responsibilities for a new building and/or a pairing of elementary buildings shall be provided a minimum of two working days of transition time with the health technicians and/or the nurse previously in the

building. Additional flexibility and/or support for transition and training may be provided by the DDA if requested by the nurse or health technician.

- In order to work as a health technician, the individual must be capable of receiving delegation responsibilities under the nurse's license. The District will not require any nurse to delegate to any individual.
- While no additional pay will be provided to nurses covering paired buildings, such nurses will receive mileage reimbursement and a District-provided cell phone for work-related purposes.
- This pilot will not be implemented in cases of a nurse on a short-term leave (i.e. sick or general leave).
- Nurses who are reassigned to a short-term assignment in a secondary school or assigned to more than one site shall have their evaluations modified to reflect this modification to their assignment.
- Every effort will be made to avoid assigning a nurse in his/her first two (2) years of employment in the District to paired schools. This provision is not intended to prevent a nurse from volunteering for a short-term assignment, however.

This Memorandum of Understanding will apply in the 2017-2018 school year.

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

Transfer, *Policy 4715*

Voluntary Transfer Procedure

When a nurse vacancy occurs within the District, it shall be posted in accordance with Administrative Procedure 4715.1. Any nurse currently employed within the District who applies will be given serious consideration.

Involuntary Transfer Procedure

The District and the Association recognize that from time to time, involuntary transfers become necessary. It is agreed, that under normal circumstances, involuntary transfers should be held to a minimum.

Involuntary transfer, as it relates to this policy, shall mean a District initiated transfer from one school to another that becomes necessary due to enrollment decline or program change.

Procedure

Step 1 **Request for volunteers**

Information about available positions will be shared with the nurses who are subject to being involuntarily transferred and a request made for volunteers who would be willing to be placed in those positions. If a nurse volunteers, who in the judgment of the

principal and the Office of Student Achievement Services, is qualified and meets the requirements of the position, the Executive Director of Human Resources will make the assignment. If more than one person volunteers, consideration will be given to all volunteers and after consultation with the principals of the sending and receiving schools, the Office of Student Achievement Services and the Executive Director of Human Resources will make the assignment based on the following:

1) Consideration of unique qualifications based on the needs of the school/program.
2) Length of service as a school nurse within the District.

Step 2 **Identification of non-volunteers**

In the event no one volunteers, the District administration will identify the nurse(s) who meet the needs of the position(s) and will notify the nurse(s) involved within 30 days of the decision and every attempt will be made to assure as smooth as transition as possible. When identifying and assigning non-volunteers, the District will consider the following:

1) Unique qualifications based on the needs of the school/program.
2) Length of service as a school nurse within the District. (the nurse with the greatest length of service will remain in the current position

Revised: September 24, 2014
Adopted: June 15, 2015
Effective: July 1, 2014

Nurse Transfer Procedure, *Administrative Procedure 4715.1*

When a nurse position becomes available within the District, any qualified nurse will be given consideration.

In order that this may be realized, all nurses must follow the procedure as listed.

Please use the following transfer procedure to assure consideration of in-District nurses in filling all vacancies.

Step 1: The Office of Human Resources will post vacancies as soon as possible after receipt and approval of the Personnel Requisition.

The vacancy announcement will be posted on the District's website for a period of eight (8) calendar days.

Step 2: Those interested in specific transfer opportunities must submit an online Transfer Request form to the Office of Human Resources no later than 4:00 p.m. on the closing date of the vacancy.

a. Online Transfer Request forms are available on the District's website.

b. Kiosks with computers are available in the Office of Human Resources for District employees to submit an online Transfer Request form.

c. The Office of Human Resources will electronically acknowledge receipt of the online Transfer Request form.

Step 3: Following the closing date, a list of all transfer applicants will be available online to the appropriate building administrator and/or Director of Nursing Services, or designee, for review.

Step 4: The administrator and/or Director of Nursing Services, or designee, will consider all applicants for a vacancy and select applicants for interviews based on their qualifications for the vacancy.

Step 5: Within thirty (30) calendar days, the building administrator and/or Director of Nursing Services, or designee(s), must decide to:

a. Recommend a candidate to fill the vacancy, or

b. Cancel the vacancy, or

c. Request the Office of Human Resources to repost the vacancy or position, or

d. At the request of the Assistant Superintendent of Human Resources, or designee, the thirty (30) days period may be extended to accommodate unusual circumstances.

We recognize the fact that informal communication between administrators and potential applicants may occur in an effort to secure the most highly qualified staff possible. This should not, however, interfere with consideration of all in-District transfer requests.

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

Reduction of Nurses, *Policy 4760*

When the District experiences a decline in student enrollment and/or a fiscal exigency of such magnitude that a reduction of force is justified, it will be the policy of the Board to follow the procedures listed below to guarantee the most equitable situation for the nurses involved.

Procedures

1. Should the District allege the need at any time for contract cancellations due to a reduction of position(s), the affected nurse(s) and the Association, if requested by the Association, will be notified of the conditions necessitating the reduction in force at least forty working days before the anticipated reduction. The Superintendent will furnish the Board and the Association with identical facts, figures and relevant data justifying the proposed reduction in force.

2. The District must attempt to avoid reductions in force by reducing the number of employees through attrition. Attrition will include retirement, resignations and extended leaves of absence.

3. Every attempt will be made to reassign qualified nurses to other nurse positions in the District for which they are qualified in order to avoid reductions in force.

4. If reassignment is not possible, nurses will be reduced based on:

   a.) satisfactory evaluations/appraisals
   b.) experience as a school nurse in the District
   c.) overall health services program needs
   d.) input from supervisors
   e.) length of service in the District
   f.) other factors which may be identified at the time and applied to all nurses

   The criteria will be considered in the order above unless either party requests a panel to be convened to consider special program needs which might impact the application of this section of the policy. The panel shall consist of two members of the nurses' association, the Director of Pupil Services or designee, and the Assistant Superintendent of Human Resources or designee.

5. One year of in-district service will be counted for a full semester or 90 working days or more as a school nurse in the District. Board approved leaves of absence do not constitute a break in service, however, the time of such leave is not counted when calculating years of service.

6. If a nurse wishes to challenge the contract cancellation, a grievance may be commenced at Level 2 using the Grievance Procedure found in Policy 4736.

Recall Procedure

1. A nurse whose contract has been canceled is eligible to use the Grievance Procedure, commencing at Level 2, if a dispute arises regarding these recall provisions.

2. A nurse will remain on the recall list for two years from the date of his/her contract cancellation.

3. The District will not hire a new nurse to fill a position for which a nurse on the recall list is eligible.

4. When a position becomes available, qualified nurses whose contracts have been canceled will be recalled in the reverse orders of their contract cancellation.

5. A nurse will be notified of recall by certified letter. Copies of all recall letters shall be sent to the Association. The recalled nurse will have 14 calendar days from the receipt of the notice to accept the position. If the nurse does not respond in writing within 14 days, he/she will be deemed to have refused the position and will be removed from the recall list. The nurse has the obligation to inform the District of his/her current address.

6. A nurse recalled within two years will be placed on the salary formula and given full credit for previous Cherry Creek school nurse experience and education as in Policy 4741.

Revised: June 12, 1995
Adopted: June 23, 1995
Effective: July 1, 1995

Nurse Work Year and Working Hours and Working Schedule, *Policy 4716*

A. School Calendar Year

1. The contract 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 nurses will be 185 days.

   a. The nurse's individual calendar shall have:

      i. No more than one hundred seventy-four (174) days scheduled as pupil contact days, and

      ii. Eleven (11) days scheduled as pupil non-contact days. The dates for these days will be identified prior to a nurse signing the contract for the upcoming school year, and

      iii. All nurses will have the Wednesday before the Thanksgiving Break off as compensatory time for additional duties performed outside the workday during fall semester, and

      iv. Nurses who are assigned to work at more than one site shall have one (1) additional pupil non-contact day scheduled each month (August through June), with a substitute nurse, provided by the District. The purposes of these days are for the nurse to collaborate with, and supervise, the health tech at the site. These days may also be used for the completion of required health office paperwork. The dates for these additional non-contact days will be identified prior to a nurse signing the contract for the upcoming school year subject to revision by mutual agreement.

   b. Student Registration Days:

      i. A nurse may be required to work additional weekdays for student registration prior to an upcoming school year provided such days are identified before the last day of the nurse's current work year.

      ii. The dates for the additional registration days will be identified prior to a nurse signing the contract for the upcoming school year.

   c. Nurses on year-round calendars shall have:

      i. Any nurse contracted to work more than a regular contract will be scheduled for one (1) additional pupil non-contact day for every nine (9) contact/ contracted days worked. Pupil non-contact days will be part of the total contracted days. The purposes of these additional pupil non-contact days are for the completion of required health office paperwork.

      ii. The dates for any additional contact and/or non-contact days will be identified prior to a nurse signing the contract for the upcoming school year.

d. Upon employment with the District, and before beginning work at a site, nurses shall have two (2) additional pupil non-contact days added to the regular contract paid at per diem. The purposes of these additional non-contact days are for training in the Cherry Creek Health Services System as directed by the Health Services Coordinator.

i. The training shall include but not limited to an overview of district policies, procedures and practices, and;

ii. Upon completion of the initial training program the nurse will participate in a mentoring program based on the individual needs of the nurse.

3. A nurse and principal may mutually agree to work more than a regular contract with the approval of the Office of Student Achievement Services. Nurses who work more than the regular contract will be compensated at their per diem rate.

4. For contracts greater than a regular contract in length, any nurse contracted for additional days 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 nurse 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 primary purposes of the pupil non-contact days are for the completion of required health office paperwork. A nurse and principal may mutually agree to use pupil not-contact days for: staff orientation, staff meetings, team meetings, parent conferences, and continuing health care education. All scheduled activities will be carefully planned and conducted to best accomplish these purposes**.**

   a. The district recognizes that it is important for nurses to have time to perform required health-office paperwork. Therefore, nurses will not be required to attend building meetings held during student non-contact days.

B. <u>Forty (40) Hour Work Week</u>

1. The length of the workday for nurses will be eight (8) hours including the duty free lunch period and relief breaks.

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 nurses.

C. <u>Duty-Free Lunch</u>

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

1. The nurse shall not be assigned to any instruction, duty or supervision, and;

2. It is understood that the nurse will notify the site's main office where they can be reached during their scheduled lunchtime for emergency situations.

3. Nurses may leave the building during their duty-free lunch but must follow building notification procedures.

D. <u>Health Services Meetings</u>

1. All nurses are required to attend nine (9) monthly health services meetings during their calendar year. These meetings will occur outside of the workday.

2. On those occasions when a nurse cannot attend a meeting, the nurse will be expected to contact Health Services in the Student Achievement Services Office either prior to the meeting, if the absence is preplanned, or subsequent to the absence.

3. Nurses will receive an additional day's pay at their per diem in their June paycheck provided they do not miss more than two meetings. This rate will not be adjusted to reflect a payment based on any other proportion of attendance.

4. The Director Student Achievement Services (or a designee) will be responsible to maintain records for determining payments.

E. <u>Additional School Functions</u>

1. Building administrators may encourage their nursing staff to participate in school/community-sponsored functions.

2. Flexible time may be granted if a nurse participates in school/District functions outside of the normal workday. Such flexible time will be jointly agreed to between the nurse and the building administrator.

F. <u>Adverse Weather Conditions: Delayed Starts</u>

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

Revised: June 8, 2009
Adopted: August 10, 2009
Effective: July 1, 2009

School Closure, *Policy 4716.1*

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

Approved by Superintendent, Richard P. Koeppe, November 8, 1982.

Revised by Superintendent, Mary F. Chesley, July 1, 2009.

Role of Nurse, *Policy 4717*

A. <u>Role of the School Nurse</u>

1. As per terms of the written contract, the nurse accepts employment to deliver, directly or through delegation, the Health Services in the schools of Cherry Creek School District at the school assigned by the administration.

2. The primary role of the nurse is to deliver the Health Services in the school(s) to which he/she is assigned to ensure that the health needs of students are addressed during the school day. In order to support the health of students, the nurse cares for accident and illness at school in coordination with other providers. The nurse also develops and promotes good community relations among various community and school clientele. Nursing services are to be delivered consistent with all federal/ state laws and/or regulations along with district policies, practices and procedures.

3. Nurses will be evaluated by supervisors on how well this role is performed in accordance with Policy 4737.

Revised: June 8, 2009
Adopted: August 10, 2009
Effective: July 1, 2009

Resignation/Retirement, *Policy 4719*

A. Written notice of intent to resign shall be submitted to the Office of Human Resources at least ten days prior to the proposed effective date of termination. This ten-day period may be waived by the Superintendent in case of emergency.

B. **<u>P.E.R.A. Membership</u>**

All nurses shall, by law, become members of the Public Employees' Retirement Association (PERA).

Revised: October 14, 2002
Adopted: October 14, 2002
Effective: July 1, 2002

Substitute Nurses, *Policy 4722*

The Cherry Creek School District will maintain a system of school nurse substitutes. Substitute nurses will be employed when deemed necessary and desirable to maintain adequate levels of health services within budgetary limitations. They will be compensated as established by the Office of Human Resources and the Executive Director of Student Achievement Services.

Split from Policy 4707

Revised: June 24, 1998
Adopted: June 24, 1998
Effective: July 1, 1998

Student Nurses, *Policy 4723*

A. The District Health Services encourages cooperation with the local colleges and universities which have Nursing Programs by offering opportunities for school nursing experience under the direction of a school nurse. The purpose of this program is to familiarize the student nurse with the specialty of school nursing. The assignment of the student nurse must be approved by the Office of Student Achievement Services and the building principal. The Office of Student Achievement Services will notify the Office of Human Resources of student nurse placements in the District as they occur.

B. The Office of Student Achievement Services shall solicit volunteers to accept the assignment of student nurses. Nurses shall not be compensated for this assignment by the District.

Split from Policy 4708.

Revised: June 25, 1999
Adopted: June 25, 1999
Effective: July 1, 1999

School Nurse Evaluation Procedure, *Policy 4737*

A. The mission of Cherry Creek School district is to "inspire every student to think, to learn, to achieve, to care." The Board of Education views personnel evaluation as an integral part of assuring that every employee's performance supports and advances the educational goals of the District.

B. The nurse evaluation process is established in order to:

   a. Improve nursing practice;
   b. Enhance the school health program;
   c. Serve as a measure of performance for and of nurses;
   d. Assist in managing the professional growth and development of nurses.

C. The Board of Education and the Administration retain the right to take immediate and appropriate disciplinary action regarding any nurse violating state or federal law, school board policy or established protocols or procedures which action may be independent of this procedure or any element of it. It is also recognized that nurses new to the District serve a two year probation period during which the District may terminate a nurse whenever it is determined that such a separation would be in the best interests of the District in its sole judgment. Again this decision may be independent of determinations made through this procedure and need not be for just cause within the meaning of Policy 4735 nor is it subject to the grievance procedure of Policy 4736.

Criteria For Evaluation For School Nurses

A. Criteria and Data Sources for Evaluation

There are four performance domains used for evaluation and improvement of nurse performance. The Nurse Evaluation Record describes the performance areas and lists the performance standards required to demonstrate satisfactory/proficient performance.

Any nurse performance area evaluated as unsatisfactory must be documented with reference to the evaluation criteria in the Nurse Evaluation Record.

If a nurse is in a unique position that requires different components for the evaluation, those components must be identified and explained to the Health Services Coordinator (HSC) and the nurse being evaluated prior to the initiation of the evaluation process.

Data sources for evaluation reports include direct observation, records review, reports and multiple measures of student and clinic outcomes and may include but are not limited to the following:

- Discussions/conferences with nurse
- Participation in committee, staff, and staffing meetings
- Parent, student, and/or peer feedback
- Physical appearance of the clinic
- Review of assessment tools/measures
- Documentation of professional growth experiences
- Documentation of policy/procedure compliance
- Nursing observation and analysis done by the District Health Services Coordinator (or designee)

B. Performance Domains

1. Performance Domain: Preparation and Planning

   The comprehensive knowledge required for a nurse to incorporate medical and developmental needs in designing and carrying out plans for the program, including building safety.

   a. Demonstrating knowledge of medical standards, skill in nursing techniques and of CDE role requirements;
   b. Preparing for emergency situations;
   c. Demonstrating knowledge of child and adolescent development;
   d. Establishing goals for the nursing program appropriate to the setting and the students served.

2. Performance Domain: The Environment

   The physical, organizational, social and interpersonal components that the school nurse utilizes in order to facilitate optimal health for all students.

   a. Organizing physical space;
   b. Supervising delegates;
   c. Creating an environment of respect and rapport;
   d. Demonstrating sensitivity to cultural and socioeconomic influence;
   e. Establishing a culture for health and wellness.

3. Performance Domain: Delivery of Health Services

   The nurses' skill in utilizing a wide range of strategies that effectively remove acute and chronic health obstacles to learning.

a. Implementing nursing process to address the student need;
b. Managing clinic visits, medication administration and nursing treatments to students;
c. Promoting wellness through health screenings;
d. Collaborating to develop accommodations, modifications and services for students with diverse health needs;
e. Advocating for students.

4. Performance Domain: Professional Responsibilities

The nurse's professional responsibilities, include communication with parents and the school community, self-assessment and reflection, participation in ongoing professional development, and contributions to the school and District environment.

a. Maintaining health records in accordance with policy and submitting reports in a timely fashion;
b. Following Nurse Practice Act and District Protocols;
c. Communicating with families;
d. Participating in the professional community;
e. Reflecting on practice;
f. Perception of effectiveness in maintaining a calm, safe and healthy environment;
g. Engaging in professional development.

Part Two - Evaluation Process

1. Definitions

The following definitions shall be used for purposes of clarity in this policy only:

"Evaluator" - The term "evaluator" refers to those individuals who hold a proper Colorado administrative license and have received training in the District's nurse evaluation process.

"Probationary Nurse" - Is defined as a nurse who has not completed two full years of continuous employment with the Cherry Creek School District and who has not been reemployed for the third year per provisions of Policy 4710.

"Nurse" - Is defined as any person who falls within the definition of school nurse in Policy 4708.

"Performance Domain" - Is a distinct aspect of the school nurse's role or realm of activities identified which forms a basis for the evaluation of a nurse.

"Unsatisfactory Performance" - For purposes of this policy, "unsatisfactory performance" shall be defined as fifty percent (50%) or more of the components within at least one of the four domains being rated unsatisfactory.

A. Procedure for Evaluation

All licensed nurses are evaluated according to the following procedures:

1. **Nurses to be evaluated.** During both of the first two (2) years of employment, the District will evaluate every first and second year nurse (i.e., probationary nurses). Non-probationary nurses must be evaluated at least once every three years. The evaluator or a nurse may initiate a formal evaluation of the nurse anytime with notice.

2. **Notification of nurses and evaluators.** The Health Services Coordinator will identify the nurses to be evaluated each year and inform the nurses selected as well as the Office of Human Resources. Human Resources will in turn notify the evaluators of those nurses. Each nurse will be assigned to an identified evaluator. In those cases where a nurse is assigned to more than one facility, the Office of Human Resources will identify the administrator who will be responsible for the evaluation of the nurse. In addition, input into the final report shall be provided by an evaluator from each facility where the nurse is assigned.

3. **Initiating the Process.** The nurse evaluation process will commence within the first 30 workdays of the nurse's work year with an explanation of the evaluation process designed to create a common understanding of the nurse evaluation process among the nurse, the evaluator/s and the Health Services Coordinator. This may be structured as an initial in person conference or a number of communications including video conference via DVD, internet or the like supported by phone conference, email or like methods. The conference may include the option of a live conference with two way communication or recorded material with options for answering questions or providing other necessary follow-up. This communication should include the following:

    i. Explanation of the evaluation process including the domains and components in the final evaluation document
    ii. A review or list of documents to be used in the evaluation
    iii. Explanation of the Clinic Criteria form (for first year nurses) and the Nurse Evaluation Record
    iv. Identify supporting documents or artifacts that will or may be used in the process
    v. Method for getting answers to questions or concerns.

4. **Probationary Nurses.** Nurses in their first year of service in Cherry Creek Schools will be evaluated only on the essential components identified on the Nurse Evaluation Record (Standard Plan, see below). These essential elements have been aligned with the topics covered in the nurse orientation process handled by nurse mentors which utilizes the Clinic Criteria Form mentioned above.

    After the first year probationary nurses will be evaluated on all components covered in the Nurse Evaluation Record (Standard Plan). Observations made by the District nurse mentors during the nurse orientation process shall not be used in nurse performance evaluations. To ensure that the nurse-mentor relationship retains the necessary degree of trust and that nurses are provided an environment conducive to open communication and hence improvement from mentor assistance, mentoring observation records will be kept separate from performance evaluation records.

5. **Evaluation Plans For Probationary and Non-probationary Nurses:**

Note: Please see Memorandum of Understanding title "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.

i. Plan 1 – Standard Plan. The rubric based evaluation plan which provides a list of domains and components on which a nurse is evaluated is the Standard Evaluation model for nurses. The plan is required to be used for first and second year nurses and may be used for non-probationary.

ii. Plan 2 – Goal Setting Plan. The Plan 2 process is intended as an alternative to the Standard Plan for satisfactorily performing nurses. It is not intended to be an addition to the comprehensive process of Plan 1. Within this Plan the nurse, the evaluator and the HSC should collaboratively develop a professional goal and supporting action plan~~s~~ designed to improve the delivery of health services and/or the professional development of the nurse. This plan culminates with a self-evaluation of the success of the plan, an evaluator's analysis and summary, and a plan for growth or improvement when applicable.

6. **The Nurse will be responsible for:**

- Reading and becoming knowledgeable of the School Nurse Performance Evaluation Procedure as described in this policy,
- conferring with the principal or designee(s) and the HSC regarding the evaluation process and report,
- developing and implementing strategies to improve performance areas identified during conferences and/or within the evaluation report/s, and
- contacting the Health Services Coordinator for support as needed.

7. **The evaluator and the Health Services Coordinator will be responsible for:**

- Engaging in ongoing conversations with nurses regarding both positive performance as well as concerns since the summative evaluation report and its process should not be the first place concerns about the nurse's performance are raised,
- implementing the individual nurse evaluation plan (Plan 1 or Plan 2),
- supervising the evaluation process,
- identifying performance areas needing improvement when necessary and giving specific recommendations for improvement, and
- ensuring the contents of evaluation reports are an accurate reflection of the nurse's performance.

8. **Interim Feedback.** Recognizing the value of timely feedback, the evaluator and/or the Health Services Coordinator will identify a number of high priority performance components on which the nurse's performance will be assessed during the first half of the year. The HSC and/or the evaluator will provide initial feedback regarding the nurse's performance on these components by the end of January. The initial feedback shall be provided in writing on the Nurse Evaluation Record, the Clinic Criteria Form

(first year only), or other document. The HSC and evaluator will be available to discuss this feedback and answer any questions or concerns in a timely manner.

9. **Final Evaluation Report.** The final evaluation report is due to, and must be submitted to Health Services and Human Resources fully completed and signed (or acknowledged) by May 15. At least five (5) work days prior to the submission deadline the evaluator must provide a draft evaluation report to the nurse and be available for conference or discussion to clarify any questions or concerns. The content of the final evaluation report must have been presented to and reviewed with the nurse prior to submission.

10. Nurse evaluation reports must be signed by a properly licensed and trained administrator as well as the nurse. The nurse's signature will indicate that the information was received; it will not necessarily indicate the nurse's agreement with the contents of the report in whole or in part. The evaluator will provide a copy (hard copy or electronic) of the final evaluation report to the nurse, the office of Student Achievement Services for review and to the Office of Human Resources where it will be placed in the nurse's personnel file.

11. Nurses who wish to respond to the evaluation report may do so by providing a written copy of the response to the evaluator and the Office of Human Resources, where it will be placed in the nurse's personnel file.

12. The process of conducting evaluations shall be handled so as to observe the legal and constitutional rights of the nurse. No evaluation information shall be gathered by electronic devices, such as remote-video microphones, cameras or recorders, without the consent of the nurse.

13. One element of professional evaluation is setting goals. Therefore, a part of the evaluation process shall include the nurse and evaluator jointly agreeing to one or more goals annually. Such goal-setting should occur in relation to the nurse's professional development, growth/improvement plans, as well as building or District health or safety initiatives, themes or priorities. Nurses and evaluators are encouraged to harmonize and align goals based on these various sources.

14. The evaluator must complete the Nurse Evaluation Record prior to recommending that a nurse be moved from the evaluation process to the Improvement Plan process. The evaluator must follow up such recommendation by informing the principal (if applicable) who shall inform the principal's supervisor and the Offices of Student Achievement Services and Human Resources of this recommendation.

B. <u>Process for Addressing Unsatisfactory Ratings</u>

1. When the evaluator rates one or more components on a nurse's Nurse Evaluation Record to be unsatisfactory, the evaluator will develop a Goal for Improvement to address the area needing improvement. The evaluator may require that the nurse repeat the Standard Evaluation Plan I the following school year to ensure that component(s) needing improvement are addressed and that the nurse does indeed improve in the targeted component(s).

2. If the evaluator determines that the nurse's performance is unsatisfactory, the principal or site administrator will contact the HSC to collaboratively develop an Improvement Plan for the nurse. This plan will specifically address those components that are deemed unsatisfactory, include correlating support resources, and specify a reasonable timeline for implementation not less than thirty (30) working days. When the plan is finalized, the nurse will repeat the Standard Evaluation Plan I over the following ninety (90) day period.

3. At the end of the ninety (90) day implementation of the Standard Evaluation Plan I, if the principal or site administrator does not observe satisfactory performance in the targeted components, the principal or site administrator will confer with Human Resources to determine a course of action. If the principal or site administrator determines that performance in the targeted areas is satisfactory, the nurse will return to the normal evaluation cycle.

Nurse Evaluation System: The forms herein have been jointly agreed to by the Board of Education and the Cherry Creek Education Association.

Revised: May 16, 2012
Adopted: August 13, 2012
Effective: July 1, 2012

Appraisal Procedures, *Administrative Procedure 4737.1*

1. The nurse and the building administrator will schedule an initial conference within the first six weeks of the year to review the performance responsibilities of the nurse.

2. Formal and/or informal observations may be used by the building administrator to appraise these performance responsibilities.

3. Written and/or verbal feedback should be given to the nurse about the observations.

4. First-year nurses will be appraised two times during their first year of employment, all others will be appraised once per year.

Approved: Superintendent Robert D. Tschirki, September 16, 1991

Nurse Evaluation: *Memorandum of Understanding*

Policy 4737

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 4737, Administrative Procedure 4737.1, and any other MOU, policy, or procedure related to Nurse 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 4737, et al. 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 4737, shall be the subject of negotiations during the 2017-2018 school year.

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

Site-Based Management Model, *Memorandum of Understanding*

I. <u>Purpose</u>

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. <u>Model</u>

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. <u>PARTICIPANTS in the model shall include but not be limited to</u>:

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.

<u>The components of this structure shall include but not be limited to</u>:

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

Nurses Salary Schedule, *Policy 4741*

A. Initial Salary Placement

1. Nurses shall be placed on the salary schedule according to their level of education attainment and years of experience as paid during the 2001-2002 school year or substantiated through proof of years earned and/or education attained.

2. Effective July 1, 2002, the Human Resources Department will recognize verified previous nursing experience and the nurse will advance one (1) vertical step on the salary schedule for each year of recognized service, up to a maximum of five (5) steps, i.e., placement up to step six (6) on the salary schedule in the appropriate educational column.

3. The salary schedule will recognize previous nursing experience provided the nursing experience meets one or both of the following conditions:

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

      i. The nursing experience must have occurred while the nurse held a valid nursing certificate/license issued by that state.

      ii. One (1) full semester or more for four (4) or more hours per day will be considered as one (1) year of out-of-District experience.

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

      i. Six (6) months or more of full time experience during a twelve (12) month period will be considered as one (1) year of out-of-District experience.

4. New employees will be given credit for the highest degree earned that is recognized by the salary schedule. Additional educational credits must be earned after attainment of registered nurse licensure and be verified through transcripts or similar documentation.

5. Returning Former Nurses.

   a. If a nurse resigns from the District and is re-employed within four (4) years, the nurse will be given full credit for in-District experience and full credit for out-of-district experience up to the limits of this policy (A)(2)(3) above and commensurate with the nurse's educational attainment.

B. In-District Credit

The salary schedule will grant vertical movement upon completion of each successful year of nursing experience. 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.

One year of In-District experience will be granted for nurses who work four or more hours per day either for a full semester or fifty percent (50%) or more of the regular contract as defined in Policy 4716.

C. Horizontal Movement on the Salary Schedule

Credit for contact hours or college credits will be submitted to Human Resources for credit on the salary schedule. Changes in salary will be effective the day the forms and documentation were received in the Office of Human Resources. Contact hours or college credit must be accumulated in an amount that equates to advancement on the salary schedule before being submitted to Human Resources.

Conversion to semester hours, as recognized on the schedule, is in accordance with the table below:

One (1) semester hour = fifteen (15) contact hours

One (1) CDE equivalent to a semester hour = fifteen (15) contact hours

One & one-half ($1^1/_2$) CEU equivalent to a semester hour = ten (10) contact hours

D. Annual Salary

The annual salary for each nurse will be computed by adding the daily per diem salary approved for each of the contract days on which the nurse is scheduled to work. The per diem rate is computed by dividing the appropriate annual salary as shown on the salary schedule by 185 days.

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Salary Schedule (Annual Salary for 185 Days)
July 2018 through June 2019
Level of Training

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

Rounded to the nearest dollar

Longevity Schedule

Years of Service in CCSD	Longevity Payment
15	$250.00
16	$250.00
17	$250.00
18	$250.00
19	$250.00
20 or more years	$500.00

E. Additional Pay for Additional Responsibilities

Additional pay will be approved for additional responsibilities, which exceed the normal job requirement and/or hours. Pay requests for such additional activities must be approved by the building principal or Student Achievement Services before such an activity has taken place.

Nurses will be eligible to receive supplementary pay as outlined in Teacher Policy 4142 and/or Responsibility Factor pay as outlined in Teacher Policy 4141. All criteria (as applicable) must be followed.

F. Longevity Schedule

A nurse becomes eligible for longevity payments after being employed by the District as a nurse for fourteen (14) years. At the end of the fifteenth (15th) year of service, the nurse shall receive longevity pay in a lump sum according to the schedule shown on the bottom of the salary schedule.

G. Pay Cycles

1. All nurses 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 teacher's career in the District.

2. All nurses 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 nurse's first year of employment, the teacher shall be paid from August through July.

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

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

Substitute Nurses Compensation, *Administrative Procedure 4722.1*
For Multiple Days in the Same Assignment

A. A Substitute nurse working ten consecutive days or fewer in the same assignment shall be compensated at the substitute rate of pay.

B. A Substitute nurse working more than ten consecutive days in the same assignment or a substitute nurse contracted to work more than ten days for the purpose of completing the school calendar for a nurse in a year-round assignment shall be compensated at the minimum per diem for nurses as covered in Policy 4741.

C. A substitute nurse working ninety (90) or more days in the same assignment shall be contracted as a "school nurse" as defined in Policy 4708 and paid according to Policy 4741.

Approved: Superintendent, Robert D. Tschirki, June 9, 1997

Professional Growth, *Policy 4730*

A. Nurses will be encouraged to pursue professional growth activities which enhance the competence and performance of school nurses.

   Funds for professional growth activities may be included in building budgets.

   Nurses may be consulted for their professional growth needs in the development of the building budget.

B. A professional growth fund of $8,000 per year will be available for professional growth activities of individual nurses which may include tuition, workshop fees, and expenses. Application for use of such funds will be made to the Nurse Professional Growth Committee. Any funds remaining at the end of the school year may, at the discretion of the Executive Director of Student Achievement Services or designee, be used to purchase educational materials for use by all district nurses.

C. The District will provide in-services each year which will qualify for contact hours credit.

D. Nurses may be surveyed annually for their needs and suggestions for any in-service offered by the District.

Revised: August 14, 2006
Adopted: August 14, 2006
Effective: July 1, 2006

Professional Growth Procedures, *Policy 4730.1*

A. Professional Growth - Goals/Aims

This Procedure is designed to:

1. Encourage nurses to pursue professional growth activities which enhance the competence and performance of school nurses.
2. Stimulate learning and encourage nurses to upgrade their skills, gain new skills or refine techniques to enable them to prepare for increased responsibilities, and provide better health care.
3. Assist nurses with the cost of professional growth experiences that relate to school nurse job descriptions.
4. Maximize funds to provide the greatest benefit to all school nurses.

B. Professional Growth – Procedures

1. Nurse Professional Growth Committee
   a. A Nurse Professional Growth Committee (NPGC) will be formed to oversee the approval of applications and disbursement of funds as identified in Policy 4730.
   b. The NPGC will consist of three (3) nurses of the Cherry Creek Nurses' Education Association (CCNEA). A Chairman will be selected from the committee to coordinate duties as required. A representative of Student Achievement Services will assist the members of the committee as a voting member.
2. Application Process - Individual Nurse
   a. A nurse may apply for professional growth funds at any time during the school year (July 1 - June 30).
   b. To be eligible for payment, the professional growth activity must meet the goals/aims listed above.
   c. An application form (Administrative Procedure 4730.2) must be completed before any request for payment can be considered. The application form should be sent to the CCNEA - NPGC, c/o Student Achievement Services - ESC.
   d. If you have completed the Professional Growth Activity: Nurses are required to provide an application including prior approval, verification of expenses, and evidence of satisfactory completion of any and all work before any payment may be granted.
   e. If you are applying for funds before you have completed the activity:

1. You are required to provide an application and a description of the professional growth activity.
2. Failure to satisfactorily complete any professional growth experience will require reimbursement to the Professional Growth Fund of all monies previously advanced.

f. Prior to application, activities that occur during normal work hours must have approval of the nurse's immediate supervisor (school principal) and the Office of Student Achievement Services.

g. A nurse may not receive more than $300.00 in any given school year. However, if funds are available in the professional growth fund after all other applications are considered at the May NPGC meeting, the NPGC Committee may provide for professional growth expenses beyond that individual limit. Such unexpended funds shall be distributed on a pro-rata basis (e.g., if 50% of the requested money is available, each individual would receive 50% of expenditures). Funds remaining after this process has been utilized shall be considered under Policy 4130-B.

3. Approval Process – Committee

a. The committee will review all applications monthly which are submitted by the end of each month.

b. The NPGC Chairman and Student Achievement Services will determine a meeting place and time for the purpose of considering professional growth requests.

c. The NPGC will respond to all requests in its function as defined in B-1-a.

d. The NPGC may not grant more than three hundred dollars to a nurse in any school year for professional growth activities covered under this procedure except as noted in 2.g above.

4. Allocations of Funds – NPGC

Eight thousand dollars will be available yearly to the NPGC.

5. Funds may be allocated by the NPGC for tuition, workshop fees and expenses.

6. The NPGC will establish procedures for the operations of the committee. The NPGC will determine criteria for considering applications and communicate to nurses those criteria and the process for consideration of professional growth activities.

7. These procedures will be reviewed annually by the NPGC with recommendations for change forwarded to the Human Resources Department.

Approved: Superintendent, Robert D. Tschirki, June 25, 1999.

Professional Growth Application, *Administrative Procedure 4730.2*

Name _____

School _____ Phone # (work) _____

SS# _____

Name/Description of Activity

_____

_____

_____

_____

_____

(Attach documentation, i.e. course description, etc.)

Cost of tuition or workshop fees _____

(Attach documentation showing costs, etc.)

Dates of Professional Leave _____

I verify that the day(s) I have designated for use as Professional Leave will be used in accordance with the provisions of Policy 4751 for nurses.

If activity is during school day, attendance may be contingent on a substitute.

Substitute will be needed _____ yes _____ no

If you have completed the professional growth activity: Provide an application, verification of payment and evidence of satisfactory completion of all required work.

If you are applying before you participate in a professional growth activity: Provide an application and a description of the professional growth activity. (for details see Procedure 4730.1)

Please send your application to Student Achievement Services/Health Services at ESC.

Date _____ Signature of Applicant _____

Date _____ Approval of Principal _____

Committee Review

Signature _____

Date _____

Approved by Superintendent, Robert D. Tschirki, June 24, 1998

Effective: July 1, 1998

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

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. <u>Insurance</u>

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. <u>Insurance Committee</u>

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, *Policy 4044.1*
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 coverages.
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 4744*

A. Eligibility

1. A nurse's eligibility to participate in the District-approved insurance program and the nurse's ability to cover his/her dependents begins the first of the month following the first thirty (30) calendar days of employment for nurses working at least a fifty percent (50%) contract.

2. Nurses 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, nurses 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 nurses 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 nurses working at fifty percent (50%) or greater contract who participate in a District-approved medical insurance plan.

	SY 2017-2018*		**SY 2018-2019***
Medical Coverage		**Additional District Contribution**	
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 (3) below.

The District will annually provide the Association with the number of nurses not receiving this benefit as well as the number not receiving full District supplemental benefit.

(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

Effective with the 2006 - 2007 school year, nurses 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, cost of dependent coverage, healthcare reimbursement, or dependent care reimbursement.

Nurses 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, employee 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 nurses working a 50% or greater assignment 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 for nurses working a 50% or greater assignment 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 a District-approved long-term disability insurance for nurses working a 50% or greater contract.

F. Liability Insurance

The District will provide liability insurance coverage for all nurses while acting in an official employee capacity for the District.

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 (D)(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 (C) of policies 4744, 4144, and 4872. 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, will also be reported to the Association.

Revised: May 26, 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, *Policy 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 (303-280-2882)
- Concentra – formerly U.S. Healthworks, 8200 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.

Medical Treatment

Building Administrator/ Supervisor or the Nurse

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

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. Anna 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

Temporary Paid Leaves of Absence, *Policy 4751*

A. Sick Leave

1. General Provisions

   i. At the beginning of each school year, each nurse 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 nurse, 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.

   ii. Sick leave may be used to extend bereavement leave.

   iii. Sick leave may be used for other general leave purposes up to the limits in (B) (8) below.

   iv. 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.

   v. If a nurse is absent from school on a nurse-pupil contact day for reasons falling under the provisions of this policy, every effort will be made to hire a qualified substitute nurse.

   vi. The Sick Leave Bank procedure as contained within Administrative Procedure 4151.2 (see Teacher Policy) may allow a nurse 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

   i. Eligibility Criteria:

      A nurse 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 nurse for no less than ten (10) continuous 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 under this policy.

      3. Has completed an accumulated sick leave compensation application (Administrative Procedure 4751.3), and has submitted it to the Board of Education.

   ii. Payment for Accumulated Sick Leave

      Compensation for accumulated sick leave days shall be at the rate of one-half ($^1/_2$) the employee's highest per-diem rate during the last five (5) years of employment

as determined by the nurse's salary schedule. (See Administrative Procedure 4751.3, Payment for Accumulated Sick Leave.)

iii. Death Provisions

Upon the death of a nurse on active status or on board approved leave, the District will pay the nurse's designated beneficiary for the nurse's accumulated sick leave.

3. Jury Duty and Court Subpoena Leave

i. Leave will be given to nurses 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 teacher.

ii. Nurses should notify their immediate supervisor or principal and the Office of Human Resources of the as soon as possible prior to the date service must be rendered.

iii. Such leaves of absence will be granted with pay provided the teacher 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

i. Nurses 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.)

ii. 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 nurse will be permitted a total of three (3) days (180 to 217 contracted days) or four (4) days (218 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 general leave (1-7) also qualifies for use of general leave. At the end of the academic school year, unused general leave will be converted to sick leave and added to the nurse's sick leave on a one-to-one basis.

Every effort will be made by the nurse to notify the building principal at least 24 hours in advance of such leave. Each nurse will be paid the normal rate of pay for the approved general leaves. The nurse's signature on the general leave form shall attest that the leave is being used in accordance with this policy. The total number of days shall be chargeable to any or all of the following situations:

1. Personal Leave

Personal leave shall be defined as required attendance for business of a personal nature, which cannot be accomplished except during the contract time.

2. Bereavement, Graduation, and Wedding Leave

   Leave shall be granted to a nurse to attend a funeral, graduation or wedding of a member of the immediate family of the nurse as herein defined, or for someone whose relationship with the nurse is similar:

Spouse	Son	Daughter
Mother	Dependent Child	Sister
Mother-in-law	Father-in-law	Father
Grandchild	Brother	Grandparent
Guardian	Step-Child	Step-Parent

3. Births

   Leave shall be granted to the nurse who gives birth or to the nurse whose wife gives birth.

4. Attendance in Court, Weddings and Religious Holidays

   i. A nurse 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.

   ii. Nurses 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).

   iii. Nurses 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 purposes in these cases, the employee is not required to state the reason for the general leave.

5. Emergencies

   i. Leave shall be granted for household emergencies**,** auto mishaps, severe weather or road conditions and other unforeseen and unavoidable emergencies.

   ii. 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 designee.

6. Professional Consulting Leave

   Leave shall be granted for the purpose of serving as a consultant outside of the District.

7. Professional Development Leave

Leave shall be granted for the purpose of preparing for and completing exams, written and/or oral, for the Degrees of Baccalaureate, Masters, Specialist, and Doctorate.

8. Beginning in the second year of employment, nurses 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. <u>Public Office Leave</u>

Nurses 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 nurse will turn in the pay, as in the policy for jury service.

D. <u>Physical and/or Mental Examination Leave</u>

Leave with pay will be granted for physical and/or mental examinations required by the Superintendent when the time specifications of that requirement necessitate school time to comply.

E. <u>Emergency Leave</u>

When any event or circumstance at work the 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.
3. The District may assign the employee to work as a substitute until the employee is able to return to his/her assigned building.

The options listed above do not preclude an employee's appropriate use of the temporary leaves in this policy.

F. <u>Assault and/or Battery Leave</u>

A nurse who is unable to perform his/her duties resulting from an assault and/or battery arising out of an incurred within the scope and course of, and in connection with, the performance of his/her assigned duties, and not as a result of his/her own negligence or disobedience of Board policies or reasonable rules and regulations, shall be eligible to receive his/her full salary for the time he/she is temporarily absent from work as a result of the injury.

For the 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 or 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/her consent, which entails some bodily injury or offensive touching.

The following conditions must be met before a nurse's full salary will be paid for assault and battery leave:

1. The nurse's conduct was within the bounds of general standards or professional behavior, the nurse was acting within the scope and course of his/her employment, and the nurse was not negligent.
2. The nurse must notify the building administrator or other appropriate administrator/supervisor as soon as possible of the occurrence and must complete a workers' compensation 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 nurse 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 battery will be paid to the District for as long as such nurse 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 nurse'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 nurse's full salary under this policy for assault and/or battery leave shall terminate once the nurse has either been released to return to work or reaches maximum medical improvement as determined by the designated treating physician.

However, if the Nurse 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.

The termination of the District's obligation does not limit the right of the nurse to full payment of any permanent disability award granted to the nurse under the Workers' Compensation Act.

Legal Ref.: C.R.S. 8-40-101 et. Seq. (Workers' Compensation Act of Colorado)
Cross Ref.: Board Policy 4012 (Workers' Compensation) and
Board Administrative Procedure 4012.1 (Workers' Compensation Claims Procedure)

G. <u>Professional Leave</u>

1. Professional leave, upon the approval of the Executive Director of Student Achievement Services or designee and the building principal, shall be granted to the nurse for the purpose of attending professional conferences or other professional activities.

2. Each nurse will be paid the normal rate of pay for these days.

3. Requests for professional leave must be in advance and prior to the nurse's attendance at the activity.

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

General Leave Request and Verification Form, *Administrative Procedure 4751.1*

NAME _____ EMPLOYEE# _____

General Provisions

In accordance with Policy 4751, Temporary Leaves of Absence, each nurse 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	Son	Daughter
Mother	Dependent Child	Sister
Mother-in-law	Father-in-law	Father
Grandchild	Brother	Grandparent
Guardian	Step-Child	Step-Parent

3. Births - Employee who gives birth or whose wife gives birth.

4. Leave for Religious Holidays

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 nurse and immediate attention to the emergency by the nurse 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 nurse's approved professional growth plan.

Additional Provisions – Conversion of Sick Leave

In addition to the general provisions, nurses 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 4751(2)(B) 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 4751.

_____ _____
Signature Date

Date(s) of General Leave: _____

_____ _____
Dept. Coordinator &/or Administrator Signature Date

Substitute Requested: Yes ☐
No ☐

Every effort will be made by the nurse 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

Accumulated Sick Leave Compensation Application, ***Administrative Procedure 4751.2***

Pursuant to Policy 4751(B)(2), 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. **Compensation:**

   Number of days to be paid at one-half the employee's highest per diem rate during the last five years of employment.

   _____ ***X $***_____ **=** ***$***_____
   (# of days) **½ per diem** **Accumulated sick leave compensation**

3. **Adjustments:**

   If any or all of the days of the accumulated sick leave are used prior to the effective day of separation, the total payment as reflected above shall be adjusted with respect to compensation for unused sick leave.

4. 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: _____

Approved by Superintendent, Monte C. Moses, October 14, 2002
Revised by Superintendent, Monte C. Moses, August 16, 2004
Revised by Superintendent, Mary F. Chesley, August 10, 2009

Military Leave, Jury Duty Leave, Subpoenaed Witness, *Policy 4051*

1. <u>Leave of Absence for Active Military Duty for Training</u>

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. <u>Military Leave</u>

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. <u>Leave of Absence for Jury Duty</u>

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. <u>Subpoenaed Witness</u>

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

Non-Paid Extended Leaves of Absence, *Policy 4753*

1. <u>General Provisions</u>

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 nurse 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.

B. A nurse whose leave does not exceed eighteen (18) weeks, not including breaks, holidays, and off-track time (for nurses on year-round calendars) will return to the same school and position provided:

(1) The exact days of leave are included in the leave application and approval.

(2) The return date is prior to the last four weeks of the school year.

(3) The returning nurse does not interfere with ongoing athletic season or other performance schedules in which the nurse is directly involved.

C. A nurse 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 nurse to the same school.

While on extended leave without pay, if not otherwise provided for, a nurse will have the option to remain an active participant in benefit programs by contributing the full cost of the programs.

Except in cases of hardship, all nurses 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. Nurses 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 4741).

2. Extended Health (Medical) Leave

A nurse 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 nurse on an extended Medical Health Leave seeking an extension must submit a certificate from a licensed and recognized physician establishing the nurse's continuing disability. A nurse seeking to return from a Medical Leave that includes a leave for disability reasons, must submit a certificate from a licensed and recognized physician establishing the nurse's fitness to perform the duties of his/her position.

A nurse 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 4751 and Administrative Procedure 4151.2 (Sick Leave Bank) for eligibility for paid sick leave. A nurse, who has recently delivered, may qualify for a Parenting Leave under Policy 4753 (3) below.

See District Policy GBGF regarding Family Medical Leave eligibility.

3. Parenting Leave

Upon written request, a nurse 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 nurse adopting a child may be granted an unpaid leave commencing at the time of adoption. Said nurse 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 nurse will give notice thirty (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.

4. 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 nurse's immediate family or household, as defined in Sick Leave Policy. The illness is subject to verification.

5. Extended Leave under the provisions of the Family Medical Leave Act (FMLA)

Nurses 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 nurse shall be returned to the school and position or positions previously held. Nurses 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 nurse shall be placed in accordance with the return-from-leave provisions in this policy.

6. Extended Personal Leave

Any nurse, upon application and recommendation by the Superintendent, may be granted a leave of absence for a definite period of time without salary when such a leave would be beneficial to the District and the nurse. Such leaves may be for use in advanced study. All leaves of absence will be considered by the Superintendent with recommendations to the Board. All employees must make application at least one month in advance of the beginning of such leave, except in cases of hardship.

7. Public Office Leave

Leave of absence without pay will be granted to a nurse for up to two years for the purpose of serving in public office. A nurse returning to the District after such leave will not qualify for a salary increment; however, professional growth credit may be accrued if previously arranged in the Professional Growth Plan.

8. Professional Development Leave

Nurses will be granted a leave for advanced study or for travel resulting in the professional growth of the nurse, provided such travel has been part of the nurse's approved Professional Growth Plan. Such leaves will not qualify the nurse for salary increment; however, professional growth credit may be accrued.

9. Professional Service Leave

Nurses may be granted a leave of absence for the purpose of serving in the Peace Corps, VISTA, or other such teaching/nursing experience. Upon return from such leave, the nurse will receive outside experience credit based on the period of service. The nurse will not receive more total experience credit than allowed under Policy 4741 (A).

10. Professional Organization Leave

Leave of absence without pay shall be granted to a nurse, for the term of the nurse's office but not to exceed two years, for the purpose of serving as a state or national officer in a recognized professional educational organization. Such leave may be extended by the Board for subsequent one-year periods. A nurse returning to the District after such leave will not qualify for a salary increment; however, professional growth credit may be accrued if previously arranged in the professional growth plan.

Split from Policy 4751, July 1, 2009.

Revised: June 8, 2009
Adopted: August 10, 2009
Effective: July 1, 2009

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. <u>Physical Examination - All Employees</u>

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. <u>Required Examination During Employment - All Employee</u>

1. The Superintendent or designee may require any employee within the School 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 School District will pay the cost of the examination which shall be conducted by a physician of the School 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 School District. In such event, the private physician will be paid, by the School District, an amount equal to the amount usually and customarily paid by the School 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 School 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. <u>The required testing under this Section C will be conducted at the District's expense</u>

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. <u>Return to Duty</u>

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. <u>Termination of Employment</u>

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. <u>Confidentiality</u>

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. Policy Summary

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. Policy Statement

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. <u>Additional Provisions</u>

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
Effective: July 1, 2018

Attendance of Children, *Policy 4743*

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

Proposed: October 14, 2002
Adopted: October 14, 2002
Effective: July 1, 2002