Dedicated to Excellence
Cherry Creek Schools

Special Services Professionals

2025-2026 SY

Negotiated Agreement

Table of Contents

Association Information **4**
Special Services Professionals, Memorandum of Understanding 4
Communications/Transparency in Negotiations, Memorandum of Understanding 4
Individual Records, Policy 4113 11
Negotiated Policy, Policy 4835 11
Negotiations Pilot Process, Memorandum of Understanding 21
SSP Employees Grievance Procedures, Policy 4836 22
21st Century Partnership, Policy 4837 29
Educators of Color Declaration, Policy 4109 33
Employment Information **34**
Equal Employment Opportunity and Affirmative Action, Policy 4001 34
Work Year, Working Hours and Working Schedule, Policy 4816 35
Professional Learning Communities, Memorandum of Understanding 37
Contracts for SSP Employees, Policy 4873 39
Special Education Workload, Memorandum of Understanding 44
Resignation/Retirement, Policy 4881 45
Resignation 45
Retirement/Service Bonus and Accumulated Leave Payout 45
Retirement/Service Bonus Payment Schedule 48
Evaluation Process, Policy 4870 49
EVALUATION PROCEDURES 53
REMEDIATION PROCESS 57
R.A.i.S.E Mentoring and Coaching, Policy 4880 59
Compensation and Benefit Information **60**
2025-2026 Teachers and SSPs Salary and Other Compensation, MOU 60
2025-2026 SSP Employee Salary Schedule 60
Salary, Policy 4841 61
Initial Salary Placement 61
Movement on the Salary Schedule 63
Compensation for SSP Employees at Maximum 65
Student Achievement Incentive for SSP Employees at Maximum 66
Professional Growth Pathways 67
Student Success Initiatives Plans, Memorandum of Understanding 69

Professional Growth, Policy 4830 70
Insurance, Policy 4044 75
Workers' Compensation, Policy 4012 78
Leaves of Absence, *Policy 4851* 78
Types of Approved Leave 80
Extended Leaves 83
Sick Leave Bank, Policy 4151.2 85
General Information 89
Employee - Board of Education Relationships, Policy 4002 89
Physical and Mental Examinations and Alcohol and Controlled Substance Testing, ... 90
Communicable or Life-Threatening Diseases, Administrative Procedure 4047.2 92
Drug-Free Workplace, Policy 4048 93
Physical/Mental Examination, Policy 4147 94
Physical/Mental Examinations - Drug/Alcohol Screening, Policy 4147.1 95

Association Information

Special Services Professionals, *Memorandum of Understanding*

The District and the Association agree to automatically reopen negotiations of the SSP Negotiated Agreement again in the 2025-2026 school year to finalize outstanding updates to policy language, including, but not limited to, the following:

- Additional compensation for certain National Board certifications
- Additional curriculum pay for work completed beyond the work day due to threat assessments, Suicide Risk Assessments, etc.
- Specific policy language for Early Child Education SSPs, if necessary

These issues and others related to the SSP Negotiated Agreement will be joint issues for the Bargaining Committee to discuss.

Revised: May 1, 2025
Adopted: June 9, 2025
Effective: August 1, 2025

Communications/Transparency in Negotiations, *Memorandum of Understanding*

The District and the Association share an interest in ensuring that all District teachers, SSP 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 and 4835 regarding communications about negotiations. Specifically, the parties agree that transparency in communications is a shared value. To advance that value, the Association acknowledges the right of the District to communicate information it deems important to any employee, including CCEA bargaining unit members. This recognition extends to the District sending communications on issues of interest during the time that negotiations are taking place.

The District acknowledges that CCEA is the sole and exclusive representative of the teachers and SSP employees 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 and 4835 should be construed to prevent the parties from engaging in an effort to communicate jointly to CCEA's bargaining unit members. The parties commit to exploring the possibility of joint communication but will not be precluded from separate communications.

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

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

Negotiated SSP Employee Rights, *Policy 4834*

1. Use of School Buildings by Staff During Non-School Hours
   Staff members are permitted to work in school buildings during off-duty hours, however, arrangements for that work will be made according to building procedures approved by the building administrator. It is the staff member's responsibility to maintain security of the building when personnel normally charged with that responsibility are not present.
2. Attendance of Children of District SSP Employees Who Are Not District Residents
   Due to the passage of HB 94-1065, "Choice Within Public Schools," priority of placement within the District schools will be given to children of District SSP employees on a space available basis before other non-resident students.
3. Just Cause
   No SSP employee shall be discharged, reprimanded, disciplined, suspended, reduced in compensation, transferred, adversely evaluated or terminated without just cause and due process.
4. Administrative Leave
   If a SSP employee is placed on administrative leave with pay, the SSP employee is expected to follow the guidelines as outlined in the "Paid Administrative Leave of Absence" document. Failure to do so could result in being placed on administrative leave without pay once the District has attempted contact with the employee and/or the Association.
4. Official Personnel Files
   a. District Personnel File
      The District will maintain an official District personnel file/record in the Office of Human Resources for each SSP employee. Examples of information that could be in such 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 files/records will be restricted to only those District employees who have a need for such access as determined by the Chief Human Resources Officer. Anytime these types of personnel files/records are accessed for a purpose which may negatively affect the SSP professional, the SSP employee will be notified of the identity of the person accessing the file and the purpose for that access within three (3) workdays unless the SSP employee would have already been aware of such access.
   b. Building File
      Building level files/records for SSPs include information that a building administrator gathers on an ongoing basis that might be used in conferring with SSPs or as part of evaluation documentation. These files/records will be purged at the end of a school year except for any information referenced in the summative evaluation. If so retained, this information will be kept in the District file and a copy will be provided to the SSP employee.
      Access to Files
      i. Upon request and at an agreeable time, any SSP employee or any individuals authorized by the SSP employee will have the right to review the contents of their building file/record and/or the official District personnel file/record.
      ii. The Chief Human Resources Officer will allow access to an SSP employee's official District personnel file/record only in the following instances:
         a) Personnel of the Office of Human Resources are conducting routine duties associated with their job responsibilities; or

b) Designees of the Chief Human Resources Officer are conducting business of the District in accordance with their job responsibilities.

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

c. Copies of Documents in Files
If an SSP employee or a designated representative requests a copy of material contained within their building file/record and/or the official District personnel file/record, the District will provide the copy of that material at no charge.

d. Anonymous Materials in Files
No anonymous materials shall be placed into the SSP employees' official District personnel file/record.

e. Right to Respond to Documents in Files
The SSP employee shall have the right to submit a written response to any document filed in their official District personnel file/record. The SSP employee's written response, if any, shall be attached to all copies of the document to which it pertains.

f. Required Signature on Evaluation Documents
Consistent with Policy 4870 the SSP employee must sign all documents related to evaluations that are placed into the official District personnel file/record of the SSP employee. Signatures will be submitted electronically as required within the District's evaluation program. The SSP employee's signature does not indicate agreement with the content of such material. The SSP employee will be provided with a copy of the signed document, or have access to print the signed document.

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

5. Criticism of SSP Employees

a. Process for Addressing Criticism
The process for addressing criticism or concerns brought to an administrator regarding a specific SSP employee is:

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

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

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

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

b. In addition to the above, the SSP employee will be given written notice of, and have the right to respond to, any material or information that is critical or negative in any nature concerning the SSP employee. SSPs will 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 SSP employee, such information will not be used in any of the formal processes identified in the previous paragraph.

6. Process for Submitting Documents of Criticism into Files
   a. Any materials of a critical or derogatory nature that affects an SSP employee's standing in the District shall be contained in the employee's official District personnel file/record. Documentation of such materials shall not become part of an SSP employee's official District personnel file/record unless the following conditions are met:
      i. When an administrator receives information, which in the administrator's judgment could become part of the process as outlined above, the administrator, prior to the utilization of said material in any formal process, has the obligation to inform the SSP employee of that material in a timely manner, subject to section (5)(I) above.
      ii. If the supervising administrator intends to place any document(s) in the SSP employee's personnel file that is critical, derogatory in nature, or may adversely affect the SSP employee's employment status, the administrator shall hold an in-person meeting, unless mutually agreed to be held on a virtual platform, with the SSP employee and present them with at least one (1) copy of the document signed by the supervising administrator. The supervising administrator shall keep an additional signed original copy of the document for use, if needed.
      iii. The SSP employee will sign the document within seven (7) workdays and return one (1) copy of it with their signature to the supervising administrator. The SSP employee's signature will acknowledge having received the document but will not indicate agreement with the content of the disciplinary document(s). The SSP employee will retain an original of the signed document(s).
   b. If after seven (7) workdays the SSP employee has not returned a signed copy of the disciplinary document, the supervising administrator will:
      i. Make a notation (date and signature) on the supervising administrator's signed copy of the disciplinary document that the SSP employee failed to sign the disciplinary document,
      ii. Communicate to the SSP employee that the disciplinary document will be placed in the official District file/record, and
      iii. Place the disciplinary document in the SSP employee's District personnel file.
7. Process for SSP Employees to Submit a Written Response to Documents in File
   a. The SSP employee shall have the right to attach a written response to any document filed in their official District file/record.
   b. The SSP employee shall have forty (40) working days to submit a written response. The forty (40) working days to respond shall commence at the time of the in-person meeting with the supervising administrator when the disciplinary documents were presented to the SSP employee as referenced above. The SSP employee will sign the response.
   c. The Chief Human Resources Officer, or designee, must provide signed documentation of receipt of the SSP employee's response within five (5) working days either by email, District mail, and/or U.S. Mail, whichever method(s) will provide the most expeditious communication.

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

8. Requests for Removal of Disciplinary Documents
   a. Upon written request to the Office of Human Resources in the case of the SSP employee's official District personnel file/record, consideration will be given to removing a notation, which reflects adversely upon the SSP employee from the file/record. Commencing at a time not less than sixty (60) working days after being notified that a document is being placed in a file, the SSP employee may provide a written request for the removal from the file/record of a notation, which reflects adversely upon that SSP employee. If the request for removal is granted, all documents and materials associated with the notation will be expunged. If the request is denied, the appropriate administrator shall provide the SSP employee with the written reasons for denial. Nothing in this provision will preclude the appropriate administrator from removing such documents earlier or without a request from the SSP employee, nor does it preclude an SSP employee from making a request after a reasonable period of time after being denied. This section shall not pertain to ratings or comments on evaluations or observations.
   b. If an SSP employee is exonerated following the completion of an investigation during which the SSP employee was placed on administrative leave with pay, all documents in any of the SSP employee's official District personnel file/record related to the incident or issue will be accessible only to the Chief Human Resources Officer and/or the Superintendent, or their designees.
9. In-person meeting with community members
   It is the responsibility of an SSP employee to meet with students and/or their parents regarding a question or criticism of their job performance, if the students or parents request a meeting. In the event of such a meeting, the SSP employee may request the presence of the building administrator, and the administrator will make every effort to provide for the professional integrity of the SSP employee.
10. Professional Communications
    In all meetings involving SSP employees and administrators, the parties shall be responsible for ensuring that communications are conducted in a manner that maintains professional integrity.
11. Required Meetings or Hearings
    Any SSP employee required to appear at a meeting or hearing before the Superintendent or their 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 SSP employee, will be given written notice of the reason(s) for such a meeting or hearing and will be entitled to have another person of their choosing present to advise or represent them. The meeting will be scheduled at a time that allows the SSP employee to secure representation. In addition, if the member chooses initially to attend such a meeting without a representative but requests a representative during the meeting, the administrator conducting the meeting shall halt the meeting in order to schedule it for a time when a representative can attend. This policy, however, does not preclude an SSP employee and administrator from having normal conferences and conversations. Any suspension of an SSP employee pending charges will be with pay.

12. Notification of Garnishment of Wages and Child Support Reporting
    a. When the District is served with notification of garnishment action against an SSP employee, the District will, upon receipt, inform the SSP employee in writing of its legal obligation to garnishee the wage.
    b. Upon the hiring of any employee the District will forward, in a timely manner, information required by federal and state child support laws to the appropriate federal or state agency.
13. Electronic Devices
    a. Any information gathered by electronic devices shall be communicated to the SSP employee in a timely manner.
    b. The provisions of Policy 4834.3 also apply to the use of information obtained through electronic devices.
    c. Additionally, no information to be used in an SSP employee's evaluation report shall be gathered by electronic devices without the written consent of the SSP employee.
    d. The District will comply with all state and federal laws.
14. 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 two hundred fifty dollars ($250.00) per occurrence ("amount allowed"), and not to exceed fifty thousand dollars ($50,000) in the district aggregate per fiscal year, to be paid either to the employee for the loss or toward the insurance deductible for the loss, upon the submission of a complete claim for such payment. A claim must include evidence of a police report, report to the principal or supervisor within 48 hours of notice of the occurrence of loss, a description of how the loss occurred and a statement about what precautions against the loss were taken, and proof that an insurance claim was filed or a statement that coverage is not available.
    a. Personal Assault: In the event an employee, while acting within the scope of their employment, has their personal effects such as clothing, glasses or jewelry damaged or destroyed as a result of an attack, assault, or pupil supervision problem, the District will under District procedures, reimburse the employee the allowed amount to repair or replace the item(s), provided such damage or destruction is not the result of the employee's negligence.
    b. 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.
    c. 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.
    d. 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 their employment.
15. Space for Personal Property

    The District will provide a suitable space for reasonable personal effects, such as purses or briefcases in or reasonably near to each employee's office, classroom, or workspace that may be locked or secured to inhibit theft by students, visitors or vendors. In the event an employee brings a larger personal item for use at work, specific security arrangements should

be made with the building administrator if there is not adequate secure space in or near the employee's work area.

16. District and Other Equipment and Technology
    a. When employees are issued or entrusted with District equipment and/or electronic devices, the District agrees to not hold employees responsible for lost or damaged equipment when the employee's actions have been prudent.
    b. When an employee, in reasonably carrying out building, worksite or District policy or procedure utilizes or takes control of student equipment or devices the District will not hold the employee responsible for loss of or damage to the student's equipment or devices when the employee's actions in the matter have been prudent and consistent with policy or procedure.
17. Protection and Safety
    a. The District and the Association agree that schools need to be orderly, peaceful environments where high quality education can take place without the fear of physical and/or verbal violence.
    b. In order to meet the goal of having safe schools for employees and students while protecting the integrity of the learning environment, there must be policies and procedures that address the various aspects of school safety.
    c. It is not the intent of this policy to discourage individuals or groups from providing SSP employees with feedback, either positive or negative, regarding parents' or their children's concerns about the quality of instruction, classroom atmosphere, discipline, or interpersonal communication, or other relevant issues.
    d. The integrity of the instructional process should be paramount in the school system. In order to maintain that integrity, conferences, meetings, discussions of concerns, etc. should be scheduled. SSP employees will not be required to meet with parents during instructional day and/or clinic time if that interaction would interfere with the delivery of time sensitive or essential SSP services. If parents attempt to address concerns regarding their child with the SSP employee while the SSP employee is engaged in performing other essential functions, the SSP employee may direct the parent to either set up an appointment or to contact an administrator.
    e. When concerns are shared in a hostile manner by parents, guardians, or students through the use of abusive language, insults, threats, unwanted conduct, or loud discourse, the SSP employee is not obliged to continue.
    f. Harassment/intimidation exists if an individual or group:
        i. Directs personal insults (whether transmitted in writing, orally, or by electronic means) that are likely to incite an immediate adverse response from the person(s) being addressed,
        ii. Threatens the employee with physical harm or actually harms a person,
        iii. Damages, defaces or destroys private property of any person,
        iv. Commits an act of harassment or intimidation (as defined by statute),
        v. Places a person in position of feeling at risk of emotional or psychological harm.

        Staff members, who believe they have been the subject of harassment and/or intimidation, or who have witnessed harassment and/or intimidation, will report the incident immediately to the principal or designee. The results of any investigation will be reported to the

complainant and further action as deemed appropriate will be taken (which may include reporting the incident to law enforcement authorities).

18. Additional Provisions
    a. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4835.
    b. 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.
    c. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
    d. 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.
    e. 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 4835, 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 4835, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the SSP Employees' annual contract year.

Revised: April 25, 2024
Adopted: June 10, 2024
Effective: August 1, 2024

Individual Records, Policy 4113

It will be the personal responsibility of each SSP employee to have on file in the Office of Human Resources a copy of a valid State credential, appropriate to the type of service to be rendered.

The minimum record on file in the Office of Human Resources will include an accurate record of professional training and experience, including a transcript of college and/or university credits.

Each SSP employee will be responsible for supplying the Office of Human Resources with all other information necessary to keep records current, including: official transcripts of credits and license renewals. Each SSP employee will also be responsible for maintaining copies of all documentation, including but not limited to: records used for Horizontal Advancement, Professional Growth Pathways, etc.

The SSP employee has the right and responsibility to review their personnel file and has the opportunity to prepare written comments on material contained therein.

Revised: November 14, 1988
Adopted: December 12, 1988

Negotiated Policy, *Policy 4835*

A. The terms “SSP Employee” “Special Services Professional,” Special Services Provider,” or “SSP” as used in policy will mean and include any person licensed by the Colorado Department of Education as an SSP, whose pay is determined by the salary schedule in Policy 4841, and who is employed to instruct, provide, administer, direct, or supervise specialized services as defined by CDE , and who assumes one or more of the following positions:

(1) School Audiologist
(2) School Counselor
(3) School Nurse
(4) School Occupational Therapist
(5) School Orientation & Mobility Specialist
(6) School Physical Therapist
(7) School Psychologist
(8) School Social Worker
(9) School Speech Language Pathologist

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 or SSP 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 4816.

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

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

J. The term "Negotiating Unit" as used in policy will mean all SSP employees who are not considered administration as defined above, and are paid on the salary schedule in Policy 4841.

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

L. The term "Fact Finder" as used in policy will mean a person who makes a factual study of the

issues in dispute and issues a report setting forth findings on the facts underlying issues in dispute and making recommendations for resolution of the disagreement.

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

N. The term "Per Diem" will mean the daily rate of pay as consistent with the SSP employee's contract, as specified in Policy 4841 (B) (9).

1. **Representation**
   A. The Board of Education will appoint administrative representatives to meet with the representatives of the Cherry Creek Education Association, hereafter referred to as the "Association," to discuss terms and conditions of employment.
   B. Following such discussion, tentative agreements shall become policy upon approval of the Association and adoption by the Board of Education.
2. **Recognition**
   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" to represent members of the negotiating unit.
   C. Election Procedures
      1. Any group representing SSP employees wishing to replace the Association as negotiating agent for SSP employees or one or more SSP employees seeking to end the formal designation of an exclusive representative will present to the Board a petition requesting a representation election. The petition must carry the signatures of at least thirty-five percent (35%) of the members of the negotiating unit.
      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 SSP Employees, shall terminate as of the date recognition is lost.

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

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 its duly appointed representatives, as the exclusive representative of the SSP employees:

1. The use of school bulletin boards.
2. The use of inter-school mail service.
3. The Association will have the right to use school equipment, including: computers, photocopy machines, audio-visual equipment and other paper or document processing equipment at reasonable times when such equipment is not otherwise in use. The Association will also have the right to use desktop or other computer equipment and peripherals such as printers and scanners in a similar fashion provided that all such use shall be subject to and consistent with any District policy governing the use of electronic equipment by staff. Arrangements for the removal of any equipment from the building must be made in advance. The Association will pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. Arrangements to use school facilities will be made with the administrator in charge.
4. The Association through its officers and representatives will have the right to communicate with staff in the bargaining units it represents via e-mail or like electronic means provided that any such communication will comply with and be subject to any District policy concerning the use of e-mail systems or the like or for communication via the internet or intranet.
5. Opportunity to participate with the building faculties and District-wide staff in meetings provided appropriate advance arrangements can be made with the person in charge of the meeting.
6. The right of having dates for the Association to have meetings and other important events published in District publications, provided the District's deadlines are met.
7. The right to have meetings at the close of a school day.

8. The Association will be the only SSP employee organization to process grievances on behalf of SSP employees under Policy 4836.

B. Information

1. The District and the Association agree to furnish to each other information in response to specific requests or concerns including, but not limited to:
    a. Proposed budgets, enrollment, and staffing data.
    b. District-assigned specialists.
    c. Annual financial reports and audits.
    d. Agenda and minutes of Board meetings.
    e. Census data as available.
    f. Group SSP employee health insurance premiums and experience figures.
    g. And such other information that will assist the informed and constructive creation and management of programs on behalf of the SSP employees and their students.
    h. Information which may be necessary for the Association to process any grievance or complaint.

1. In addition, the District will provide employees access to the following on a regular basis, with any documents that are not already made available via the district website, such as Board Policies; Administrative Procedures; Board agendas, minutes, and proceedings of meetings, except those held in executive session.
2. 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.
3. Each school or main administrative department will provide access to operational procedures and policies unique to that office or building. Personnel policies and procedures which are unique to SSP employees and affect SSP workload or compensation will be made available to each SSP on a school-year to school-year basis.
4. The District will communicate changes in policies or procedures within five (5) work days of Board approval or District enactment to licensed personnel who will be affected by the changes or who must implement these changes.
5. All new SSP employees to the District will receive orientation upon hire. Responsibilities specific to various SSP positions will be covered during building and department-level training and orientation. Duties and responsibilities of SSP employees involving student supervision outside of regular assignments will be clearly explained as a part of the regular orientation program.

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

D. Orientation programs for new SSP employees may be co-sponsored by the Board and the Association, with the Association obligated to assume only such costs as may be mutually agreed upon during the planning for such programs. To the extent prohibited by law, the Board will not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor will the Association be expected to assume the cost of speakers, consultants and services normally considered an appropriate professional in-service training activity of a Board.

E. Association President

The President of the Association has the right to visit schools. The President will coordinate the visits with the offices of the principals in order to facilitate the purpose of this visit. Visits made to solve special problems of SSP employees will be arranged in advance by notifying the office of the principal. The President will follow regular sign-in processes per District safety procedures.

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

F. Association Leaves

1. President – Upon request of the Association, the President of the Association may be released from work 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 replacement. It is understood that there will only be one President for the Cherry Creek Education Association, Incorporated.
2. The Association shall be granted association leave each school year for its identified members to attend workshops, conferences, and other activities of the Association and its state and national affiliates. The Association shall approve such requests. For such days, the Association will pay the actual substitute cost including PERA and Medicare, and the District will pay the per diem cost of the individual taking the leave.
3. Association leave may be used as necessary for SSP employees to testify at grievance hearings under Policy 4836 except as stipulated in Policy 4836, section E, 5.
4. Exceptions may be made upon mutual agreement.

G. Political Activities

The Association may distribute the organization's political positions through the same means provided for the distribution of other official organizational communications so long as that communication is clearly identified as the official position of the Association, provided that this paragraph will not apply to the use of the District's inter-school mail service, and said service will not be used to distribute material relating to the Association's political positions or material on behalf of The Fund for Children and Public Education or any local political action committee.

H. Payroll Deductions for Membership Dues

1. The District will deduct in equal monthly installments from SSP employees' salaries the dues for the Association as SSP employees individually, and voluntarily authorize and transmit the monies to the Association.
2. Such payroll deductions will be continuous from year to year for those SSP employees who have signed a continuing membership application and payroll deduction authorization form. SSP employees must notify the Association by August 31 of the contract year to follow to withdraw their request for payroll deductions.
3. The Association will notify the District prior to September 1 each year of the current rate of membership dues. The Association will submit authorization forms of new

members to the District payroll office prior to the 10th of each month for dues to be deducted from that new member's payroll that month. The District will provide to the Association, on or before the last day of each month, a complete list of SSP employees for whom dues are being deducted and a list of SSP employees who dropped their membership that month.

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

4. <u>Negotiations</u>

A. <u>Initiating Negotiations</u>

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

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

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

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

5. In the event of legislative or regulatory changes, other than changes in the Colorado School Funding structure, the following 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 notice must be given in a reasonable time prior to the effective date of the change in legislation, regulation, or

district action. Additionally, the District will provide the Association with at least two (2) weeks notification of planned action to implement a change to comply with the statute or regulation. If either party gives notice of such a reopening, the other party will participate in negotiations regarding such change. Any such negotiations will be governed by and carried out in accordance with the procedures set forth in this policy.

B. Nature of Negotiations

1. The Board, through its representatives, and the Association, through its representatives, agree to negotiate in good faith endeavoring to reach agreement on matters open for negotiation consistent with the definitions included in the initiating negotiations section above.
2. During negotiations, the Board and/or its representatives and the Association representatives will present related data, exchange points of view and proposals, and counter proposals. The respective teams will endeavor to reflect the positions of the Board and the Association.
3. If negotiations are scheduled during the school day, release time will be provided by the Board. The cost of substitutes will be paid by the Association. If impasse is declared and sessions are held during the school day, the cost of substitutes will be shared equally by the Association and the District.
4. Release to the media will be made jointly. This will not preclude either team communicating with their constituents, or having members of the Board or members of the negotiating unit from observing negotiations.
5. The composition of each team will be established at the first session. Every effort will be made to keep the composition of each team the same. However, circumstances may arise which necessitate a change in the team composition. That team will make every effort to notify the other team prior to the next meeting.

C. Adopting Recommendations

1. Any agreement reached through negotiations will be put into written form, provided to each party, and indicated as the recommendation of the Board representatives and Association representatives for the approval of both parties. Such recommendation will carry the signatures of the spokesperson of each negotiating team.
2. The recommendation becomes policy when approved by the Association and adopted by the Board.
3. The Board cannot adopt any item of agreement that is contrary to the laws of the State of Colorado.
4. 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.
5. If applicable, the Association will pay for any printing of policies necessary for and prior to the ratification vote, or share these documents electronically. It is the Association's responsibility for communicating with their members with agreed upon negotiated agreements necessary for and prior to the ratification vote.

D. Mediation

1. If, during negotiations, as described, persistent disagreement is encountered, an impasse may be declared by either party at a negotiating session. Should impasse be in effect, the Board in its budget-building process will provide adequate funding for all proposals for which tentative agreement has been obtained, and consideration will be given for proposals still under negotiation.
2. If negotiations have reached an impasse, the issues in dispute will be submitted to a mediator for the purpose of inducing both parties to make a voluntary agreement. A concerted attempt will be made to find a mediator acceptable to both parties. If such a person cannot be found, a request will be made by either party to the American Arbitration Association for the names of five qualified mediators to be submitted to the Board representatives and Association 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.

E. Conducting Mediation

1. 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.
2. The mediator will meet with the Board representatives and the Association representatives either separately or together.
3. 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.
4. The cost for services of the mediator, including per diem expenses, if any, and necessary and actual travel expenses will be shared equally by the District and the Association.

F. Fact Finding

1. If the mediation described above has failed to bring about agreements on any of the issues submitted for mediation, only the issues that remain in dispute will be submitted to a fact finder.
2. 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.
3. The fact finder will have the authority to hold hearings and make procedural rules.
4. 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.
5. 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 the 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.
6. 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.

7. 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.
8. 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 under the Adopting Recommendations section above will apply.
9. The cost for the services of the fact-finding will be shared equally by the District and the Association.
10. 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.

G. Committee Involvement

1. Task Forces
   a. Task Forces may be established, by mutual agreement to investigate specific problems or concerns and seek solutions to these problems or concerns.
   b. The number of members shall be mutually agreed to by the Superintendent or designee and the Cherry Creek Education Association.
2. 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.
3. Other District Committees
   Appropriate SSP employees may serve on committees related to their field of expertise and/or licensure at the building or District level.

H. Additional Provisions

1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4835.
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 4835, 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 4835, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the SSP Employees' annual contract year.

Negotiations Pilot Process, Memorandum of Understanding

The purpose of collective bargaining between the District and the Association has historically been to negotiate the terms and conditions of employment for all teachers and SSP employees. Our successful collective bargaining has relied on: providing a voice for all impacted educators through the Association's representation, recognizing the District's duty to engage with the Association when issues arise, and ensuring both parties are willing to understand issues and work in good faith to resolve them.

While bargaining has focused on traditional terms and conditions such as compensation, benefits, paid leave, work schedules, and grievance procedures, the negotiations process between the District and the Association has also become a proxy for discussing and resolving a multitude of concerns from both parties that may or may not be included in this agreement. As a result, both parties agree to pilot the following process within the 2024-2025 negotiations:

1. Identifying topics of concern
    a. Any and all topics of concern that arise within the system may come to negotiations.
    b. The negotiations leads for each team shall meet jointly to determine the topics of concern for discussion, to prioritize when the topics are discussed in negotiations, and to develop an agenda for each scheduled negotiations session.
    c. Teams are responsible for presenting the initial story of the topic of concern and should include: why/how the topic of concern has come forward, what problem is being solved, and whether/how the topic of concern applies to the current agreement.
2. Determining types of topics of concern and resolution pathway
    a. After the initial story of the topic of concern is presented, the negotiations teams will collaboratively determine the type of topic of concern.
        i. Global Concerns—these issues are usually complex, multi-faceted, multi-year problems that reach across the system
        ii. Negotiated Issues—these issues are typically related to existing policy in the agreement but require more data and broader perspectives to understand fully
        iii. Discrete Issues—these issues are also related to existing policy in the agreement but are simple and narrow in focus and often easily understood by the teams
        iv. Simplistic Updates—these changes require minor updates to existing policy in the agreement and can be easily implemented
        v. Financial Changes—this tentative agreement pertains to changes in salary, other compensation, and benefits to be discussed and determined each year in conjunction with the negotiations teams, the Insurance Committee, and the District Chief Financial Officer
    b. Once the teams have determined the type of topic of concern, the teams will assign the topic to one of the following pathways for resolution:
        i. Negotiated Resolution Pathway
            1. Negotiated Issues will follow a full or partial, facilitated Interests-Based Bargaining process and may require a sub-committee comprised of equal membership from both negotiations teams to resolve.
            2. Discrete Issues will be brought forward to the negotiations teams for approval and tentative agreement. If a mutually-agreed upon resolution of an issue is implemented prior to Board of Education approval and ratification by Association

members, the implemented change(s) will be considered a trial pending final approval and ratification.
3. Simplistic Updates will be referred to the negotiations leads responsible for language clean-up before final review by the negotiations teams.
4. Financial Changes will be discussed with the Chief Financial Officer or his/her designee before a final settlement agreement is reached by the negotiations teams.

ii. Alternate Resolution Pathway
1. Global Concerns will be referred to a task force to define and determine the following: facets of the concern, department(s)/leader(s) affecting the concern, educators impacted by the concern, timeline for analysis of the concern, potential non-negotiated solutions, and/or recommendations for negotiated options.
   a. A Negotiations Task Force must primarily include members of the negotiations teams.
   b. A Joint Task Force must include educators selected by the Association, will include leaders and/or administrators selected by the District, and may include representatives from the negotiations teams.
2. Any topics of concern assigned to an Alternate Resolution Pathway shall be reported on at a subsequent negotiations session, as determined by the negotiations leads, to follow up on the initial topic raised.

c. As topics of concern work through the various processes, any member of the negotiations teams may request a review of the teams' collaborative determination of the type or the pathway, which may result in changes to either or both.

3. Reviewing the process and its effectiveness
   a. Both negotiations teams are committed to making this process work. If changes should be made, both parties agree to revisit and potentially revise this Memorandum of Understanding.
   b. If both parties cannot agree on the purpose, effectiveness, or revision of this Memorandum of Understanding, the process of negotiations will revert to past practice.
4. Nothing in this Memorandum of Understanding supersedes, contradicts, or changes Negotiated Policy, *Policy 4135*.

Created and Adopted: December 12, 2024

SSP Employees Grievance Procedures, *Policy 4836*

A. Definitions
1. A "grievant" will mean a party who has standing to initiate a grievance and meets one of the following criteria:
   a. An SSP Employee or their representative on their behalf, or
   b. a group of SSP Employees acting collectively, or their representative acting on their behalf, or
   c. the Association acting on behalf of a group of bargaining unit members.
2. The term "grievance":
   a. Will mean a written complaint that there has been a violation or inequitable application of any of the provisions of policies or administrative procedures, or
   b. will mean a written complaint that an SSP Employee has been treated inequitably by reason of any act or condition, which is contrary to established Board policy or practice governing or affecting SSP Employees, and

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

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

B. Purpose

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

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

C. Timelines for Filing Grievances

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

2. The maximum time allowed to file a grievance shall be thirty (30) days from the date the grievant knew or reasonably should have known of the grievable act or omission.

D. Procedures

1. Representation: Throughout Levels One and Two of the grievance procedures listed below the grievant may at any time:
   a. Represent themself, or
   b. request that the Association's Representative attend any meetings with him/her to provide advice or to speak on their behalf, or
   c. request the Association represent him/her, or
   d. request their own designated representative or counsel to accompany him/her or act on their 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 SSP Employee may file the grievance within seven (7) days after the informal conference.
   b. The grievant has the right to file a grievance within the deadline even if an informal conference has not been held.
   c. The Solutions-Based Leadership process as outlined in Policy 4838 will serve as the preferred method for an informal conference.
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 their representative a written response using Grievance Form B 4836.2 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. No additional grievance items may be added to the Level Two grievance that were not addressed in the Level One grievance. In the event additional information for a grievance(s) becomes known in preparation for the Level Two hearing, a new grievance(s) will need to be initiated at Level One to address those additional items. The original grievance shall not determine the timeliness of the subsequent grievance(s) under Policy 4836.C.2.
   d. 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.
   e. 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.
   f. 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.
   g. 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. If the Hearing Examiner is unable to provide a neutral and cost-free site for hearings, the District and the Association will mutually agree upon using a District or CCEA property. 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. No party shall be permitted to assert any ground in the arbitration proceedings if such ground was not disclosed to the other parties before the completion of the Level Two Hearing. Neither shall any party be permitted to assert any evidence that was not known or should have been known but not disclosed prior to the completion of the Level Two Hearing. If any new evidence will be used at Level Three, such evidence shall be exchanged by the parties at least fifteen (15) days prior to the arbitration hearing, unless a mutually agreed upon extension.

f. 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. <u>Miscellaneous Provisions</u>

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

3. All written and printed matter dealing with the processing of a grievance will be filed separately from any other personnel files/record(s) of the participants.
4. At all steps of the process, the District and the grievant will make available to one another all information permitted by law which is in their possession or control, and which is relevant to the issues raised by the grievance upon request. Such information will be provided no later than two (2) days after a request for the information has been made and not later than two (2) days prior to any hearing provided the request is made at least four (4) days prior to the hearing.
5. When necessary at Level Two and Level Three for the grievant to attend a meeting or a hearing called by the Board, the Administration, or the Hearing Examiner, the Principal(s) of such SSP Employee(s) will be notified, and he/she will be released without loss of pay for such time as attendance is required. If substitute SSP Employees are needed, the cost will be shared equally by the grievant and the Board. Association leave will be charged where applicable for the Association's Representative, serving as the grievant's representative, or at Level Three as the Association's Representative.
6. Failure at any level of this procedure to appeal a decision in writing within the specified or mutually agreed upon time limits will indicate the forfeiture of the right of the grievant to proceed further in the grievance procedure, and the grievance will be considered settled, based upon the decision as stated in the previous step of the procedure.
7. The District and the Association will select a mutually-acceptable list of three (3) permanent Hearing Examiners. This list of individuals will be reviewed and updated annually.
8. Any provision of this policy may be modified if the parties mutually agree to do so. Such agreement(s) should be in writing.
9. This procedure will not abrogate the rights and responsibilities of the Board under the provisions of the SSP Employee Employment, Compensation, and Dismissal Act of the State of Colorado or other applicable laws.

F. Additional Provisions
1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4835.
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 4835, 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 4835, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the SSP Employees' annual contract year.

Revised: April 14, 2022
Adopted: June 13, 2022
Effective: July 1, 2022

GRIEVANCE FORM A, Procedure 4836.1

Filed at Level I_____II_____
GRIEVANT_____

POSITION OF GRIEVANT_____SCHOOL/SITE_____ SUPERVISOR _____

DATE GRIEVANCE OCCURRED _____ DATE GRIEVANCE FILED_____

BRIEF STATEMENT OF GRIEVANCE INCLUDING SPECIFIC ARTICLE, POLICY OR PROCEDURE VIOLATED:

_____
_____
_____
_____
_____
_____
_____

RELIEF REQUESTED:

_____
_____
_____
_____
_____
_____
_____

_____

SIGNATURE OF GRIEVANT DATE

_____

SIGNATURE OF GRIEVANT'S REPRESENTATIVE DATE

cc: Grievant Human Resources CCEA Supervisor

GRIEVANCE FORM B, Procedure 4836.2

RESPONSE OF SUPERVISOR

THIS FORM IS TO BE COMPLETED WITHIN 6 DAYS OF RECEIPT OF FORM A (4836.1)

WHAT ARE THE FACTS AND THE ISSUES OF THE GRIEVANCE?

_____
_____
_____
_____
_____
_____
_____

DECISION AND REASONS OF SUPERVISOR (PLEASE ADDRESS EACH SPECIFIC ISSUE RAISED IN THE GRIEVANCE):

_____
_____
_____
_____
_____
_____
_____

_____

SIGNATURE OF SUPERVISOR DATE

cc: Grievant Human Resources CCEA Supervisor

Revised: April 14, 2022
Adopted: June 13, 2022
Effective: July 1, 2022

21st Century Partnership, *Policy 4837*

A. The District and the Association believe schools should 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 annual and evaluation.

B. A waiver, which may be initiated by any staff member, must be submitted to the 21st Century Partnership Committee in writing as outlined below:
   1. All waiver requests will be reviewed, approved and jointly submitted by a building principal and Association Representative (AR) to the 21st Century Partnership Committee – Attn: CCEA and CCSD at Educational Service Center. A copy should be sent to both CCEA and CCSD.
   2. 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.
   3. 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.
   4. The proposal must include a timeline for implementation and evaluation.
   5. The completed proposal must be available for review to all affected parties for at least 10 working days prior to an anonymous voting process.
   6. 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.
   7. Applicants must re-submit the proposal annually to be evaluated by the committee.
   8. No multi-year proposals will be accepted during the 2018-2019 school year; however, multi-year proposals may be considered during the 2019 negotiations.
   9. All approved proposals will be made available to district employees.

C. 21st Century Waivers shall not be utilized for the following:
   1. Salary
   2. Benefits
   3. Status – probationary and non-probationary
   4. New policy language within its first year of implementation

D. The 21st Century Partnership Committee will consist of the following:
   1. Three (3) members from the CCEA Leadership Team,
   2. Three (3) members from the District which would include:
      a. Two representatives from Human Resources
      b. One from Educational Operations directly responsible for overseeing the school or department

E. 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.

F. Additional Provisions
   1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4835.
   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 4835, 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 4835, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the SSP Employees' annual contract year.

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

Collaboration and Conflict Resolution to Prevent Workplace Conflict and/or Bullying, *Policy 4838*

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. 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.

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. As problems arise, good morale is maintained when sincere efforts of all persons involved are made to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this policy is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise, affecting the welfare or working and learning conditions educators and their students.

D. The District and the Association agree to support and participate in Solutions-Based Leadership as a process for resolving workplace conflicts and/or preventing bullying. Building administrators, and/or site/program directors if applicable, and ARs will also commit to participating in Solutions-Based Leadership by meeting regularly with the goal of effectively addressing building concerns as they arise and cultivate an ongoing collaborative relationship. Cooperation is imperative throughout this process.

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 conflict and/or bullying prevention through Solutions-Based Leadership practices. This professional development is designed to increase understanding and awareness of the prevalence, causes, and consequences of workplace conflict and/or 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 conflict resolution and/or bullying prevention is provided annually to all principals and building association representatives. This training will be provided at the beginning of each school year.

3. Process for Reporting Workplace Conflict and/or Bullying

A. Reporting an allegation

1. The first step will be to utilize the Solutions-Based Leadership process 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, in a good faith effort, 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, Association leadership (e.g. CCEA President and/or assigned representative) who will work jointly to 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. Policy Definitions

A. The term "SSP," or "SSP employee" may be substituted herein for the term "employee" as the context requires.

B. 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).

C. The term "employee(s)" as used in this policy shall be anyone employed by the Cherry Creek School District.

D. 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 educators 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 4835.
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 4835 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 4835, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the SSPs' annual contract year.

Created: April 14, 2022
Adopted: June 13, 2022
Effective: July 1, 2022

Educators of Color Declaration, *Policy 4109*

The District and the Association share a commitment to ensuring the District's professional workforce represents and reflects the rich racial and ethnic diversity of its students and their families. Both parties recognize the student demographics of Cherry Creek Schools are not represented in the employee groups recognized by this Negotiated Agreement. Both parties also acknowledge the imperative to place highly qualified Teachers and Special Service Professionals in vacant positions.

In this respect, the District and the Association commit to the intentional recruitment of highly qualified educators of color. Additionally, the District and the Association will make a significant and concerted effort to retain educators of color currently employed by the district and facilitate their advancement within the District and the Association's leadership.

To fulfill these goals, all policies in this agreement shall reflect Cherry Creek School District core values by grounding the work of negotiations in diversity, equity, and inclusion.

Proposed: November 22, 2022
Adopted: June 12, 2023
Effective: August 1, 2023

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

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

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

Definition of Licensed Personnel, Policy 4008

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

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

Definition of Classified Personnel

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

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

Employment, Policy 4015

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

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

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

Work Year, Working Hours and Working Schedule, Policy 4816

A. School Calendar Year

Consistent with the following information determination of the percentage of the SSP employee's initial contract will be the decision of the Superintendent, or designee, and the building administrator, if applicable, with appropriate recommendation to the Board.

1. The school calendar year will commence August 1 and terminate July 31 for the purposes of clarification of contracts, granting of increments, and payment of extended contracts.

2. A regular contract for SSP employees will be one hundred eighty-five (185) days. A regular contract for SSP employees, except nurses, in their first year of employment in the district will be one hundred eighty-seven (187) days. An SSP employee may, however, with Board approval, contract for more days than the regular contract.

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

   a. SSP employees shall have:

      - No more than one hundred seventy-four (174) days scheduled as student contact days, and;
      - at least eleven (11) student non-contact days. These days will be identified on the individual SSP employee's calendar, if applicable.
      - The additional contract days for SSP employees shall be scheduled as pupil non-contact days.

   b. All SSP employees will have the Wednesday before the Thanksgiving break off as compensatory time for additional duties performed outside the workday.

4. An SSP employee may mutually agree with their principal to work more than a regular contract with approval from the appropriate department supervisor. SSP employees who work more than the regular contract will be compensated at their per diem rate.

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

6. The primary purpose of the student non-contact days is the completion of required paperwork. An SSP employee and administrator may mutually agree to use student non-contact day for: staff orientation, individual staff planning, staff and/or team meetings, parent conferences, and continuing education. All scheduled activities will be carefully planned and conducted to best accomplish these purposes.

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

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

   c) If it is necessary to adjust the activities for a student non-contact day, the revised schedule

must still comply with the above provisions of this section.

d) All SSP employees who are in their first year in the district shall work a calendar as defined in section 2 above.

e) Assignment calendars for less-than-full-time SSP employees assigned to one or more buildings, based upon assigned workdays, will be completed by the employee and approved by their administrator(s), or designee, and the employee will send a copy to the Office of Human Resources.

f) Nurses and itinerant SSP employees will not be required to attend building meetings held during student non-contact days.

g) 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. Forty (40) Hour Work Week

1. The length of the workday for SSP employees will be eight (8) hours including the duty-free lunch period.
2. The workweek will be forty (40) hours each week.
3. Administrators will use discretion for individualization of the eight (8) hour workday for SSP employees. If a crisis (e.g. Suicide Risk Assessment, threat assessment, etc.) requires an SSP employee to work outside of their scheduled workday, an SSP employee may adjust their time beyond the scheduled workday, as long as they maintain a forty (40) hour workweek. Such flexible time will be jointly agreed to between the SSP employee and the administrator.

C. Office Space and Storage of Confidential Materials

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

D. Required Attendance at District Meetings

1. Up to eight (8) hours per month will be scheduled for SSP employees to be used for team meetings, feeder school meetings, job-alike meetings, committee meetings, case consultations, clinical supervision, in-service, and other duties assigned and/or planned by the assistant superintendent of the appropriate department, or designee, with input from building principals and the SSP employees.
2. All nurses are required to attend nine (9) monthly health services meetings during their calendar year. These meetings will occur outside the workday. On those occasions when a nurse cannot attend a meeting, the nurse will be expected to contact Health Services either prior to the meeting, if the absence is preplanned, or subsequent to the absence. Nurses will receive one (1) 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.

E. Duty-Free Lunch

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

1. The SSP employee shall not be assigned to any instruction, duty or supervision, and;
2. The SSP employees lunch period will be scheduled between 10:00 a.m. and 2:00 p.m. and;
3. SSP employees may leave the building during their duty-free lunch but must follow building notification procedures and;
4. It is understood that SSP employees will notify the site's main office where they can be reached during their lunchtime for emergency situations.

F. SSP-Directed Time

1. Each full-time SSP employee shall be allowed to schedule a minimum of two-hundred fifty (250) minutes per week of SSP-directed time during the workday. This time would be protected, except in the case of a crisis (e.g. Suicide Risk Assessment, threat assessment, injury, etc.), for the purpose of completing activities related to providing specialized services for students, including but not limited to: completing paperwork, preparing and analyzing assessments, and/or preparation of IEP-required service minutes but exclusive of meetings, working with students, duties, supervision, and their duty-free lunch.

2. Additionally, each SSP employee who works primarily at the elementary level will be provided one-half day (1/2 day) of release from regular duties annually for the purpose of engaging in individual, team, or grade level planning and collaboration. The scheduling of such time shall be determined by the staff and the principal in coordination with the District so that it will not adversely affect building or district operations.

G. Serving as Substitute Teacher or Substitute SSP.
See Policy 4841 (F) for payment information.

H. Adverse weather conditions: Delayed Starts
In the event of adverse weather conditions causing a delayed start, SSP employees, taking into account weather and road conditions, should report to their site as expeditiously as possible.

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

Professional Learning Communities, Memorandum of Understanding

Both the District and the Association are committed to developing and maintaining a collaborative culture across every entity in the district, including classrooms, schools, teams, departments, and their own labor-management relationships.

In an effort to inspire this collaborative culture, the District re-grounded in Professional Learning Communities (PLCs) as the vehicle for all forms of collaboration. The intention has been to align districtwide understanding of the PLC model by refocusing on the following:

Three Big Ideas of a PLC

1. Focus on learning
2. Collaborative Culture
3. Focus on results

Four Critical Questions of a PLC

1. What do we want all students to know and be able to do?
2. How will we know if they learn it?
3. How will we respond when some students do not learn it?
4. How will we extend the learning for students who have demonstrated proficiency?

Every employee of the district is considered a member of a Professional Learning Community, and some employees are members of multiple Professional Learning Communities.

To assist and assess the development of a collaborative culture, both parties have agreed to the following expectations for the 2025-2026 school year:

A. Every school will develop a Collaborative School Plan. All secondary schools will pilot the creation of Collaborative School Plans while all elementary schools will include the requirements already outlined in Policy 4116.3 and pilot these new requirements:

    1. Collaborative School Plans will be developed in collaboration by the building Administrator(s), at least one Association Representative (or CCEA designee as needed), and the Instructional Excellence RAiSE Coach(es).
    2. To prepare the plan, the parties involved shall review the school's S.U.C.C.E.S.S survey results to explore success and opportunities for growth in their school's collaborative culture. The parties will also determine the structure and membership of various collaborative teams which could be organized by grade level, subject area, job category, or other determination.
    3. Each plan will outline a weekly schedule for dedicated collaborative team time (as defined below) that is separate from already scheduled teacher-directed planning time or SSP-directed time. Each plan will also account for any regularly scheduled meetings that occur throughout the week after reviewing each meeting's purpose, employees involved, and time requirement. All parties should consider how SSPs and/or non-teaching licensed educators are included in collaborative team time.
    4. Teacher-directed planning time and/or SSP-directed time are exclusive of collaborative team time unless the teacher or SSP employee decides to collaborate during their own directed time.
    5. The initial plans will be created and signed by all parties by the end of workweek. All parties will have access to a copy and share it with the Educator Wellbeing Task Force.

B. In the creation of Collaborative School Plans, teacher-directed planning time and SSP-directed time may include, but is not limited to, these activities: lesson preparation; assessing and/or documenting student work; communication with parents, educators, and/or other departments/agencies; individual professional learning; record keeping and general paperwork; planning/preparing for individual student needs; elective collaboration with colleagues; and, organizing materials. Collaborative team time activities may include: exploring and unpacking standards, analysis of student data/work, planning for instruction, developing common lessons and/or assessments, participating in job-embedded professional development, planning and tracking interventions, coordinating and/or co-planning with specialists, and developing processes for student support.

C. The Educator Wellbeing Task Force will monitor each building's Collaborative School Plans throughout the year to assess effectiveness and to determine future changes regarding negotiations about Professional Learning Communities in the district.

Created: May 8, 2025
Adopted: June 9, 2025
Effective: August 1, 2025

Contracts for SSP Employees, *Policy 4873*

A. All newly hired SSP employees defined in Policy 4879 shall serve on an annual year-to-year contract for three (3) consecutive years. At the end of any of those three (3) years, the District may choose not to offer further employment. Any SSP employee who is not notified of the District's intent not to offer further employment in writing by the Superintendent, or designee, before June 1 at the end of any of the first three (3) years of employment shall be reemployed for the following school year. Any SSP employee whose contract percentage will be reduced for the following contract year shall be notified in writing by June 1 of the current school year.

B. Once an SSP employee has served three (3) or more consecutive years in CCSD and received effective evaluations for three (3) consecutive years, inclusive of employees hired prior to July 1, 2022, they shall have their contract renewed for the following year unless any of the following circumstances take place:

   1. The SSP employee received an ineffective or partially effective summative evaluation for both the current year and previous year. The District retains the ability to offer continued employment.

   2. The SSP employee engages in conduct giving rise to just cause for termination. A due process hearing is not required to make this just cause determination. Just cause is defined as one or more of the following grounds:
      a. Physical or mental disability
      b. Incompetency
      c. Neglect of duty
      d. Immorality
      e. Unsatisfactory performance
      f. Insubordination
      g. The conviction of a felony or the acceptance of a guilty plea, a plea of nolo contendere, or a deferred sentence for a felony
      h. Other good and just cause

   3. The School Board determines that because of fiscal exigency, there is a need to cancel an SSP employee's contract during the contractual period when there is a justifiable decrease in the number of SSP positions in accordance with Policy 4890.

C. SSP Employees will be informed of the following year's contract percentage prior to June 1 of the current school year.

D. The employee will have ten (10) working days to respond in writing and provide their response. The Superintendent or their designee will make a final recommendation to the Board. The recommendation will include all documentation related to the recommendation. The Board will make a final decision within 20 working days of the employee being notified of termination of their contract. The employee will have access to representation during this process.

E. Summative evaluation results cannot be grieved, but an SSP employee can choose to appeal a partially effective or ineffective summative evaluation within five (5) working days of a final summative evaluation. The SSP employee will notify their evaluator and the Chief Human Resources Officer in writing to request said appeal. The Chief Human Resources Officer and/or their designee will schedule and convene the review panel within ten (10) working days.

F. The review panel shall be comprised of individuals who were not directly involved in the evaluation process for the appealing employee and who do not work directly with the appealing employee. The panel will be comprised of an equal number of SSP employees and administrators with no more than six (6) panel members total. The Association President and the Chief Human Resources Officer will appoint up to three

members each. The panel shall review the evaluation documents and ensure that the evaluation process was followed and data attributed to the SSP employee is accurate. The panel can request additional documentation as needed. The panel shall make a recommendation to the Superintendent to keep or overturn the original rating. If the employee's original rating is overturned, the employee will be held harmless for that year's evaluation. The recommendation of the panel will be made by a simple majority vote. If the vote of the panel is a tie, the original rating will stand. The determination of the Superintendent shall be provided in writing to the parties within five (5) working days. This determination will be final with no further appeal available.

Adopted: September 9, 2019
Effective: July 1, 2019

School Closure, Policy 4871.1

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

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

Assignment, Policy 4874

For the purposes of this policy, SSP Employees are District employees whose assignment to a particular worksite is under the supervision of the appropriate District-level department.

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

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

A. Definitions, General Considerations, Procedures

1. Assignment

   a. Assignment shall refer to the position held by a District-assigned SSP Employee at a specific school or site.

   b. Any SSP position that becomes open whether newly created because of an increase in staffing or due to a vacancy shall be covered by this Policy.

   c. When an SSP position becomes available within the District any SSP Employee within the District qualified to fill that assignment will be given consideration before outside applicants are considered.

   d. In order to be responsive to the needs of staff members, schools and their students, assignments will be completed as soon as possible. Whenever practical, any assignment will be effective at the beginning of the academic year, and the SSP Employee being reassigned will be notified of such move by June 1.

   e. If there are no open SSP positions available for assignment, the provisions of Policy 4890 shall be utilized.

2. Involuntary Reassignment

   a. Involuntary reassignment shall mean a District-initiated reassignment from one school or site to another. The District and Association recognize the need for some reassignments of SSP Employees may be unavoidable. It is agreed that involuntary reassignment should be held to a minimum, and involuntary reassignments should not result in an assignment of an SSP Employee to a position for which they are not qualified by academic preparation or license.

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

   c. The involuntary reassignment of an SSP Employee should be used to best meet the needs of all students in the District, and every reasonable effort should be made to ensure continuity and consistency in assignments. Maintaining open communication with the affected SSP Employees(s) is encouraged to help reduce the stress associated with involuntary reassignment.

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

   e. In an effort to provide clarity and transparency for the need for involuntary reassignment, the appropriate District department leader, or designee, will determine staffing needs at a school or site based on meeting the needs of the District's strategic plan.

      i. Should there be more than one qualified SSP Employee eligible for reassignment from a building or site, there will be a request for volunteer(s) to be reassigned. If no SSP Employee volunteers to be reassigned, the District and the Association agree that meeting the needs of students should be the guiding factor in making a decision on reassignment.

      ii. The District will make a good faith effort not to reassign an SSP Employee more than once in any three-year period. This should not prohibit an SSP Employee from voluntary reassignment.

      iii. Any SSP Employee currently on a Directed Improvement Plan (DIP) or Remediation Plan may be reassigned following communication between the District department leader, or designee, the SSP Employee, their own designated representative, and the affected principal/supervisor. In all instances where the SSP Employee is reassigned, they will continue to be subject to the DIP or Remediation Plan.

   f. The appropriate District department leader, or designee, will preliminarily inform the Office of Human Resources of the potential need for involuntary reassignment. Within five (5) days of the Office of Human Resources confirming the need for involuntary reassignment, the appropriate District department leader, or designee, must notify the affected SSP Employee(s), the principal(s), the Office of Human Resources and the Cherry Creek Education Association (CCEA) in writing of the assignments (e.g., school, percent of contract affected) requiring involuntary reassignment. These notices will contain the reason(s) for involuntary reassignment in writing.

   g. Any SSP Employee being involuntarily reassigned may request the Superintendent, or designee, to review the recommendation for reassignment. If within one (1) year, a similar position arises at the SSP Employee's previous school or site, the employee will be given an opportunity to return if they desire.

h. Once notified of the need for involuntary reassignments by the appropriate District department leader, or designee, the affected SSP Employee will still have the opportunity to pursue voluntary reassignment.

3. Voluntary Reassignment

a. Voluntary reassignment shall mean an employee-initiated reassignment to another school or site. The District and the Association recognize that in order to meet the needs of both students and employees, SSP Employees should have the opportunity to pursue vacant positions when they become available.

b. The Office of Human Resources, with the appropriate District department, will determine which SSP Employee vacancies will be posted for voluntary reassignment. For postable assignments, any qualified SSP Employee is encouraged to apply through the District's identified application and hiring process. All qualified reassignment applicants will be considered, and the hiring administrator will select reassignment applicants for interviews.

c. Non-postable assignment(s) may be necessary for partial-FTE positions and/or assignments of less than ninety (90) contract days. The District department leader, or designee, will notify all SSP Employees whose licensure meets the requirements of a vacancy of the non-postable assignment. SSP Employees will have eight (8) calendar days after notification of non-postable assignment(s) to inform the District department leader, or designee, of an interest in a particular assignment.

B. In-District SSP Employee Exchange

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

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

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

b. The specifics of the exchange will be agreed to by each SSP Employee involved in the exchange.

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

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

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

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

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

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

Reduction in Force, Policy 4890

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

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

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

4. Because funding from multiple sources supports many District SSP employee positions, the percent of an SSP Employee's contract will be determined by the percent of the previous year's contract, up to one hundred percent (100%). Any future mutually agreed upon increase or decrease in the percentage of contract will become the new guaranteed minimum percentage, up to one hundred percent (100%).
   a. If sufficient positions are not available to provide all SSP employees with a contract at the percentage they held the previous year, up to one hundred percent (100%), the reduction in force Policy 4890 shall be applied.

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

Mental Health Intern Usage, Policy 4875

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

B. The District agrees to use paid interns in an amount not to exceed seven percent of the number of mental health FTE's allocated in any given year. In its recommendations regarding the placement and supervision of interns, the Assistant Superintendent of Special Populations will consider the quality of the supervisory experience for the intern, the competencies of the intern in relation to the needs of the building, the continuity of program at a given facility, accepted guidelines from state and national organizations and requirements of the program as outlined by the sponsoring university or college.

C. The District and the Association agree to evaluate the effectiveness of this program to determine what changes, if any, should be made.

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

Special Education Workload, *Memorandum of Understanding*

The Cherry Creek School District and the Cherry Creek Education Association have a mutual interest in ensuring special education teachers and SSP employees who provide services to students on Individualized Education Plans (IEPs), whenever feasible, have manageable workloads to meet the needs of all students. Nothing in this MOU implies caseload limits or caps.

To fulfill the mission of the district's Special Education program, the District and the Association agree to implement the following in the 2025-2026 school year:

1. Advisory Council for SpEd

    a. A representative council has been created and comprised of one (1) licensed Special Education teacher and/or SSP employee (i.e. Special Education educator) from each of the district's six (6) feeder areas. These members should reflect all grade levels and/or specializations when feasible. In addition, a comparable number of members from the district's departments within Special Education will be appointed by the District not to exceed six (6).

    b. The council will meet no more than seven (7) times within the school year unless mutually agreed upon to discuss questions, issues, and/or requests as outlined below and to advise when appropriate. The council will determine the dates for meetings at the beginning of the school year.

    c. The District and the Association will mutually agree upon a facilitator for the council's meetings. The structure and length of meetings will be determined by the members of the council.

2. Scope of Advisory Council for SpEd

    a. The council will serve in an advisory capacity. The council will make recommendations, but decisions about the implementation of the district's Special Education programming resides exclusively with the district-level departments that supervise Special Education.

    b. The negotiations teams have identified the following topics for discussion by the council in the 2025-2026 school year:

        i. Communication of staffing ratios, how they were determined, and the fulfillment or lack thereof of those staffing needs in the 2025-2026 school year
        ii. Guidance for induction, mentorship, and onboarding of Special Education educators
        iii. Feedback on effectiveness of hardship consideration process and resolution
        iv. Consideration of requests for hardship
        v. Compilation of any remedies sought and provided through the hardship consideration process
        vi. Review of the workload and/or training needs for Severe Needs teachers (ILC, AN, SED)

    c. The council will determine other topics of discussion for meetings in the 2025-2026school year.

    d. The council will provide updates, at least once a semester, to the negotiations teams about the effectiveness and progress of the council.

    e. The council will regularly develop and disseminate information about its work to all Special Education educators and administrators.

3. Hardship Consideration(s)

   a. Regardless of caseload at any level or site, nothing precludes a special education teacher from requesting a review of the impact and/or equity of higher needs students in a given group, class, or the composition of a group or class.

   b. To facilitate this review, the impacted special education teacher and/or SSP employee shall bring their concern(s) to their appropriate administrator. The special educator and the administrator shall utilize the Solutions-Based Leadership process to seek solutions within ten (10) working days. The special education teacher shall provide a written explanation of the concern, pertinent information about the hardship for the teacher and/or the students, and suggested outcomes for the review. Possible relief may include: para-educator time, additional materials, clerical assistance, release time, consultation, professional development, and additional support for higher needs students, reallocation of caseload, or other suggestions.

   c. If the administrator is able to grant relief for the special educator, the educator and/or administrator will communicate the solution(s) to the appropriate representative on the Advisory Council for SpEd and the Special Education department liaison. If the administrator is unable to grant relief for the special educator, the educator and administrator can collaborate to contact the appropriate representative on the Advisory Council for SpEd and Special Education department liaison with further requests for assistance.

   d. Representatives from the Advisory Council for SpEd will have the responsibility to communicate hardship considerations to their respective District and Association leadership.

   e. The Advisory Council for SpEd will track hardship consideration requests and remedies throughout the 2025-2026 school year.

Revised: May 1, 2025
Adopted: June 9, 2025
Effective: August 1, 2025

Resignation/Retirement, *Policy 4881*

Resignation

Written notice of intent to resign (i.e. to separate or to retire from the District) must be received by February 15 of the school year prior to the proposed effective date of employment termination. This requirement may be waived by the Chief Human Resources Officer in case of emergency. All resignations must be approved by the Board of Education. Contractual agreements shall be entered into in good faith on the part of both parties. Therefore, whenever the length of the contractual agreement is not fulfilled, either before or after the start of the school year contracted, the Board of Education reserves the right to collect or withhold damages as specified and authorized by Colorado Statute.

Retirement/Service Bonus and Accumulated Leave Payout

A. Introduction

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

B. Eligibility Criteria

An SSP Employee becomes eligible for the Retirement/Service Bonus when the following criteria have been met, or when otherwise approved by the Chief Human Resources Officer:

1. Has been employed by the District as a full-time teacher or SSP employee in a position requiring certification/licensure for no less than nineteen (19) consecutive years immediately prior to application for benefits under provisions in this policy. Such time must be without a break in service to the District (Board-approved leaves of absence are not considered a break in service). Additionally, the applicant must have been employed (or on a Board-approved leave) for at least ninety (90) working days in the current school year to be eligible (Policy 4841).
2. "Full-time," for purposes of this policy, is defined as meeting the criteria for vertical movement on the salary schedule per policy 4141(D.2) for teacher experience and per policy 4841(E.2) for SSP employees.
3. Has submitted a written resignation from employment in the District to the Office of Human Resources. This resignation shall be effective prior to receiving cash and/or benefits under this policy.
4. Has completed submitted all applicable forms to the Office of Human Resources (forms available on the HR page of the backyard).
5. Choosing to apply for the Retirement/Service Bonus does not require the employee to retire under PERA unless they are requesting Post-Retirement Employment (i.e. 110 contract).

A SSP Employee becomes eligible for the Accumulated Leave Payout when the following criteria have been met, or when otherwise approved by the Chief Human Resources Officer:

1. Has been employed by the District as a full-time teacher or SSP employee in a position requiring certification/licensure for no less than ten (10) consecutive years immediately prior to application for benefits under provisions in this policy. Such time must be without a break in service to the District (Board-approved leaves of absence are not considered a break in service).
2. "Full-time," for purposes of this policy, is defined as meeting the criteria for vertical movement on the salary schedule per policy 4141(D.2) for teacher experience and per policy 4841(E.2) for SSP employees.
3. Has submitted a written resignation from employment in the District to the Office of Human Resources. This resignation shall be effective prior to receiving cash and/or benefits under this policy.
4. Has completed submitted all applicable forms to the Office of Human Resources (forms available on the HR page of the backyard).

C. <u>Granting of Benefit to Eligible Applicants</u>

1. The District will budget each year for teachers and SSP employees to receive this benefit and could negotiate to impose a spending cap in the following year if the benefits listed below exceed the budgeted amount:
   a. This retirement/service bonus;
   b. The payments for accumulated paid leave to participants who receive payments under this retirement/service bonus plan, and
   c. The longevity schedule payments under Policy 4841 (Compensation for SSP employees at Maximum) and under policy 4141 (Compensation for Teachers at Maximum).
   d. Compensation for accumulated paid leave for any employee other than one receiving this retirement/service bonus.

2. Retirement/Service Bonus and Accumulated Leave Payments excluded from the budgeted amount:
   a. Compensation for accumulated paid leave for any employee who has resigned from the District but has not completed the Retirement Application and Agreement by February 15.
   b. Employees who may be eligible but would not otherwise receive compensation under this policy may receive compensation with approval of the Chief Human Resources Officer. In such cases,

compensation paid to those employees will be specifically excluded from the cap noted in section (C.1) above.

3. Payments from the budgeted amount will be made in the following order:
   a. Longevity schedule payments for recipients during that school year, per policy 4141(teachers) and 4841(SSPs).
   b. The payments for accumulated paid leave to participants in the retirement/service bonus plan, per policy 4151(A.2) and 4851(A.2).
   c. The retirement/service bonus.
   d. The payments for accumulated paid leave to those who have not completed nineteen (19) consecutive years of service.

4. Applicants who apply by the February 15 deadline will be paid according to the payment schedule (D.1) below. Payment for the retirement/service bonus will be based on total years of full time service with the District (i.e. the number of most recent consecutive years of service plus any additional years of teaching and/or providing special services in the District not otherwise included) with those applicants with the highest years of service being paid first or, in the case that funds are not sufficient to pay all applicants who meet this deadline, the following provisions (5-7) could apply only if and/or when a spending cap is imposed.

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

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

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

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

D. <u>Compensation</u>

1. <u>Payment Schedule</u>
   The retirement/service bonus compensation shall be based on the total number of consecutive years of full-time service in the District as reflected in the schedule below:

Retirement/Service Bonus Payment Schedule

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

* The final retirement/service bonus payment is calculated by subtracting the total of the longevity schedule payments the teacher or SSP employee has received, under Policy 4141(teachers) or 4841(SSPs) from the retirement/service bonus payment amount.

2. Payment for Work Agreed to by the Retiree and the District
   If it is mutually agreed to by the retiree and the District, the retiree may work as a consultant in the District. Payment for the days worked will be based on the retiree's current per diem pay. Payment for these days worked will be made the month following the days worked. It is understood that any days worked as a consultant will be deducted from the retiree's accumulated sick leave.

3. Post Retirement Employment
   a. The SSP Employee should request post retirement employment from the building principal or designee by February 1 of that school year.
   b. To the extent possible, the District will notify the employee of their acceptance for post-retirement employment by February 7 or as soon after as possible.
   c. In order to maintain the cost-neutral character of this program, employees hired for post-retirement employment will be paid a percentage of their previous salary. Previous salary will be determined by their previous placement on the salary schedule, not including MaxSal, SAIP, Special Professional Growth or Professional Growth Pathways, National Board Certification, Supplemental Benefit and Experience and Longevity payments. Additionally, employees assigned a supplemental will be paid according to Policy 4841 and/or 4142. All employees hired for post-retirement employment would have the rights and privileges provided to them under the negotiated agreement for SSP employees, Policies 4816, 4834, 4836, 4843 and 4847 during the year for which they are employed. Annually, not later than December 1, a CCEA representative and a representative of District Fiscal Services will meet to determine the percentage of salary for such employees so that the program remains cost neutral.
   d. All parties understand that the District is under no obligation to rehire teachers or SSP employees in this program.

4. Payment Schedule
   If the Leave Payout is $25,000 or under, the employee will choose to receive a one-time, lump sum payment in August of the current year or January of the following year.

If the Leave Payout is over $25,000, it must be paid in two (2) equal payments in August of the current year and January of the following year.

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

E. Additional Provisions
   1. The terms of this policy shall 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 shall be deemed null and void, but all other provisions or applications thereof shall 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 shall be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board of Education.
   5. Neither the recognized Association nor the Board of Education can refuse to renegotiate 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 shall remain in effect (except as provided elsewhere in this section) through the remainder of SSP employees' annual contract year.
   6. If in any one year the budget is not able to absorb the cost of this retirement policy without impact on accounts in the budget, other than SSP employee salaries and benefits, negotiations shall be reactivated. Any policy concerning economic items that have been adopted will have to be modified commensurate with the funds available.

Revised: April 14, 2022
Adopted: June 13, 2022
Effective: July 1, 2022

Evaluation Process, *Policy 4870*

A. The mission of Cherry Creek School District is: to inspire every student to think, to learn, to achieve, and to care. In support of this mission, the Board of Education views SSP Employee performance evaluation as an integral part of the learning cycle and a critical element for the attainment of the educational goals of the district.

   The Board of Education has adopted the Colorado state evaluation model that includes the personnel evaluation system and supporting resources.

   While committed to establishing and implementing a process for purposes of evaluating SSP Employee performance, the Board of Education and the administration reserve the right to take immediate and appropriate disciplinary action against any SSP Employee found to be in violation of state or federal law and/or school board policy.

B. The Purpose of Evaluation
   The Superintendent of Schools shall delegate the responsibility for the SSP Employee performance evaluation process to the administrator in charge of the operating unit, hereafter referred to in this policy as the principal and/or building administrator.

The SSP Employee performance evaluation process shall:

1. Serve as a basis for the improvement of instruction;
2. Enhance the implementation of programs of curriculum;
3. Serve as the measurement of effective performance for individual SSP Employees and serve as documentation for ineffective performance;
4. Serve as a measurement of the professional growth and development of SSP Employees.

C. Definitions

For purposes of this policy, the following definitions apply:

1. "Evaluator" refers to those individuals who hold a proper Colorado license and have received training in the District's evaluation process.
    a. "Primary Evaluator" refers to the individual who is responsible for completing the evaluation of the assigned SSP employee.
    b. "Secondary Evaluator" refers to an individual who is responsible for contributing relevant information or data to the Primary Evaluator for inclusion in the evaluation of the assigned SSP employee.

2. "Specialized Service Professionals/Providers" or "SSPs" means licensed personnel who provide support to teachers and students defined by Colorado Department of Education. SSPs include audiologists, occupational therapists, physical therapists, school counselors, school nurses, school orientation and mobility specialists, school psychologists, school social workers and speech and language pathologists.

3. "Performance Rating Levels" describe performance on professional practices with respect to the quality standards. The four Performance Evaluation ratings for SSP Employees shall be ineffective, partially effective, effective, and highly effective.

4. "Evaluation Process" takes place when an SSP Employee's performance is directly or indirectly observed, and feedback is provided to the SSP Employee that is designed to improve teaching performance.

5. "Element" means the detailed description of knowledge and skills that contribute to providing effective specialized services, and which corresponds to a particular Quality Standard.

6. "Equity Pedagogy" refers to a commitment to a diverse population of students, demonstrated by the creation of an inclusive and positive school culture and strategies that meet the needs of diverse student talents, experiences and challenges. Equity pedagogy values students' individual backgrounds as a resource and utilizes approaches to instruction and behavioral supports that build on student strengths.
7. "Performance Evaluation Rating" means the summative evaluation rating assigned to licensed personnel and reported to the State Department of Education on an annual basis. It is the equivalent of a "performance standard," as defined in section C.R.S. § 22-9-103 (2.5). The four Performance Evaluation ratings for SSP Employees shall be: ineffective, partially effective, effective, and highly effective.

8. "Professional Practice" means the behaviors, skills, knowledge and dispositions that Educators should exhibit. Quality Standards I-IV address the Professional Practice standards for Educators in Colorado.

9. "Statewide Summative Assessments" relate to Quality Standard (V) and mean the assessments administered pursuant to the Colorado student assessment program created in section C.R.S. § 22-7-409 or as part of the system of assessments adopted by the State Board pursuant to section C.R.S. § 22-7-1006.

10. "Measures of Student Learning" means the change in student achievement in relation to Colorado Academic Standards for an individual student between two or more points in time, which shall be

determined using multiple measures, one of which shall be the results of Statewide Summative Assessments, and which may include other standards- based measures that are rigorous and comparable across classrooms of similar content areas and levels. Student Academic Growth also may include gains in progress towards postsecondary and workforce readiness. Student Academic Growth may include progress toward academic and functional goals included in an individualized education program and/or progress made towards Student Academic Growth Objectives.

11. "Student Learning Outcomes" mean a participatory method of setting measurable goals, or objectives for a specific student or students.

12. "Quality Standard" means the Professional Practices or focus on Student Academic Growth needed to achieve effectiveness as a Special Services Professional.

13. "Final Effectiveness Rating" derives from two different cumulative sets of data. The professional practice rating based on the quality standards (I-IV) will make up fifty percent of the rating with the quality standard (V) measure of student learning, making up the other fifty percent of an SSP Employee's final effectiveness rating. AN SSP Employee whose final rating is "ineffective" or "partially ineffective" is deemed ineffectively performing. AN SSP Employee whose final rating is "effective" and "highly effective" is deemed effectively performing.

14. "Remediation Process" means the method used to address the performance of an SSP Employee who has been identified as partially effective or ineffective and whose performance has not sufficiently improved. Such method may include a Directed Improvement Plan (discussed below).

PART ONE
EVALUATION PROCESS

The evaluation process consists of the following steps, beginning with training and ending with the development of professional growth goals and an individual professional growth plan for the subsequent year.

A. Training/Orientation

All SSP employees and evaluators must be trained on the evaluation system. This will facilitate common foundational knowledge across the District.

1. SSP Employees

Training and follow-up will orient SSP Employees to measures used by the assigned evaluator during evaluation. Such training and orientation will also help ensure that new educators to District evaluation will have sufficient knowledge to actively participate in their own evaluation. In addition, the training/orientation sessions will provide a forum to review the evaluation system and to learn of any changes.

The timing of the training and orientation should be geared toward giving SSP Employees sufficient notice of the measures used prior to the beginning of the evaluation process and to answer questions regarding the same. Typically, the training and orientation should take place within the first 15 working days of each school year.

2. Evaluators

The success of a program of evaluation depends upon a high level of skill and training of all participants in the process. The District shall provide annual training on the Colorado State Educator Evaluation System and ongoing training on inter-rater reliability using approved materials from the Colorado Department of Education. As required by Colorado law, all performance evaluations must be conducted

by an individual who has completed a training in evaluation skills that has been approved by the Department of Education.

B. Self-Assessment
Each SSP Employee will complete a self-assessment by the end of the first 30 calendar days of the school year. The goal of this step in the process is to provide the person being evaluated with an opportunity to reflect on personal performance and goals moving forward.

C. Review of Goals and Performance Plan
Soon after the SSP Employee's self-assessment has been completed, the evaluator and SSP Employee being evaluated should meet in a Goal-Setting Conference to review the school's goal(s), the SSP Employee's Professional Practices goal, and the Student Learning Outcome goal, if possible, in addition to any other goals the SSP Employee has for the year. The evaluator and SSP Employee being evaluated shall also mutually agree to a method of communication for the year (i.e. face-to-face meetings, email feedback, and/or via Halogen only). At any time the evaluator or SSP Employee can request face-to-face meeting(s).

D. Mid-year Review

At any time prior to January 15, the SSP Employee being evaluated and the evaluator should review the SSP Employee's performance to date and progress toward achieving school and personal goals. As a result of this review, the SSP Employee being evaluated should have an understanding of his or her potential effectiveness rating based on the evidence available to date. At the discretion of the principal or supervisor, a mid-year Directed Improvement plan may be developed to support the SSP Employee in making improvements prior to a final rating at the end of the school year.

D. Evaluator Assessment
Evaluators should review the performance of SSP Employees being evaluated throughout the year. This is not an end-of-the-year activity, but rather one that is conducted in a continuous manner. The evaluator should complete the rubric prior to the end-of-year review.

E. End-of-Year Review of Summative Evaluation
The evaluator and SSP Employee being evaluated should review the educator's Professional Practice ratings on the evaluation rubric and measures of student learning, self- assessment ratings, artifacts and any evidence needed to support the evaluator ratings. This discussion should take place no later than three weeks prior to the end of the evaluation cycle.

F. Receipt and Acknowledgement of Overall Summative Rating
All evaluators will communicate an overall summative rating to all SSP Employees no later than two weeks prior to the end of the evaluation cycle. Should the evaluator and SSP Employee being evaluated not agree on the final ratings during the end-of- year review, they should determine what additional evidence is needed in order to arrive at the rating. The SSP Employee will acknowledge receipt of the rating within six (6) working days of receiving it. (See Part 2, H.)

G. Goal-setting and Performance Planning
Using the element and standard ratings, comments and artifacts discussed during the end-of- year review, and the establishment of final ratings, the SSP Employee should develop a professional growth planand new student learning targets designed to address any areas in which growth and development are needed, professional development or training required, and other resources needed to fully implement the professional growth plan. This plan will be shared with the evaluator at the beginning of the next school year.

H. "Evaluation Rubric" refers to the Colorado State Evaluation Model which shall be used to evaluate SSP Employees in this policy. As the State Evaluation Model is constantly evolving, the District and the Cherry Creek Education Association shall for the purposes of this policy always refer to the most recent version(s) of quality standards and elements as mandated by the state. These documents can be found on the Colorado Department of Education's webpage at: ***http://www.cde.state.co.us/educatoreffectiveness/***

I. "Administrator" shall be defined as any individual holding administrative license in the state of Colorado whose position falls under the definition of "Administration" in Policy 4135(B) and who has been trained in the District's evaluation process.

J. "Evaluator" refers to those individuals who hold a proper Colorado administrative license or who have received the required training in the District's evaluation process to include the Evaluation Rubric.

PART TWO

EVALUATION PROCEDURES

All licensed SSP Employees are evaluated according to the following procedures:

A. At the beginning of each school year, the Office of Human Resources will assign, through the automated system, SSP Employees to be evaluated for that year to the principal of each building or to the administrator in charge of a program.

B. If an SSP Employee is assigned to more than one facility, the Office of Human Resources will identify the evaluator(s) for each SSP Employee who is assigned to more than one facility.

C. Once the SSP Employee's yearly evaluation cycle has begun, there shall not be any substantive changes to the forms, documents or materials used in the evaluation process unless mandated by statute or the Colorado Department of Education or unless mutually agreed upon by the District and the Cherry Creek Education Association.

D. The SSP Employee shall be responsible for the following:

1. Reviewing all required evaluation documents including the Evaluation Rubric and evaluation materials;
2. Sending his/her professional growth plan/goals to their evaluator for review;
3. Providing additional artifacts/evidence to support rating levels under consideration;
4. Preparing/completing self-evaluation, goal setting, and performance plans to be used in discussion and provide them to his/her evaluator in advance of the discussion. Any of these documents submitted by the SSP Employee to the evaluator will be deemed working (not final) documents to be re- assessed throughout the school year;
5. Conferring with the evaluator regarding the evaluation process, especially if there are any questions or concerns regarding the evaluation process;
6. Providing, at his/her discretion, the evaluator with evidence/artifacts supporting a request for a rating change for any element(s) in dispute;
7. Developing and implementing strategies to improve performance in areas identified during the observation and/or within the evaluation process.

E. An evaluator shall be responsible for the following:

1. Reviewing all required evaluation documents including the Evaluation Rubric and evaluation materials;

2. Encouraging a thoughtful, comprehensive and honest approach to self-assessment;
3. As needed, hold periodic conferences with the SSP Employee being evaluated to determine what sources of evidence/artifacts will be used to measure performance against professional practices;
4. Reviewing professional growth plan/goals and suggesting revisions;
5. Providing on-going feedback;
6. Scheduling mid-year and end-of-year reviews;
7. Providing enough feedback regarding each observation to allow the SSP Employee to reasonably assess performance and areas for growth;
8. Conducting a mid-year review with the SSP Employee. Any document submitted by the evaluator to the SSP Employee during this mid-year review will be deemed a working (not final) document to be re-assessed throughout the school year and up until the final summative evaluation;
9. Assessing the need for the substance and timing of a Directed Improvement Plan, particularly where there is a concern that the SSP Employee may earn an ineffective or partially ineffective rating;
10. Ensuring the contents of the summative evaluation are an accurate reflection of the SSP Employee's performance to include the review of any evidence/artifacts that may support a rating change and adopting such change if the evaluator deems appropriate to do so;
11. Conducting evaluation observations and conferences, including all aspects of the District's evaluation process, in a manner consistent with the legal and constitutional rights of the SSP Employee;
12. To the extent that any timelines discussed in this policy are deemed impracticable for the evaluator, to seek agreement from any affected SSP Employee for an extension of time to complete the given task. Such extension should not adversely affect the SSP Employee in any substantive way and should not exceed five (5) working days;
13. In those cases, where an SSP Employee is assigned to more than one facility, an evaluator from each facility where the SSP Employee is assigned will provide input for the Mid-Year conference and the final draft of the final professional practice rating.

F. Determining the overall professional practice rating must include direct observation and may include, but not be limited to, the following additional data sources/artifacts:
1. Discussions/conferences with SSP Employee;
2. Participation in committee and meetings;
3. Review of materials and resources;
4. Review of student assignments and student work;
5. Parent, student, and/or peer feedback;
6. Physical appearance of the classroom;
7. Disciplinary referrals;
8. Review of lesson plans and curricular scope/sequence;
9. Review of assessment tools/measures;
10. Documentation of professional growth experiences;
11. Documentation of policy/procedure compliance.

G. For any Quality Standard or element in which the SSP Employee and the evaluator are not in agreement the SSP Employee may choose to provide evidence/artifacts supporting a revision to the evaluator. The

evaluator will use the evidence/artifacts in reassessing the quality standard or element not in agreement. Such reassessment may or may not change the evaluator's rating.

H. The SSP Employee's Summative Evaluation Report must be acknowledged by the evaluator and SSP Employee by signing electronically. Within six (6) working days of receiving the document, the SSP Employee will acknowledge the document. Such acknowledgment will only indicate that the report was received, it will not necessarily indicate the SSP Employee's agreement with the contents of the report in whole or in part. If the SSP Employee wishes to respond to the evaluation report, he/she will do so electronically within the same six (6) working days provided for acknowledging the document. The SSP Employee will provide the response to both the evaluator and the Office of Human Resources. Failure to acknowledge receipt of the Summative Evaluation by signing waives the SSP Employee's right to appeal the evaluation.

I. The evaluator will have a final conference with the SSP Employee to discuss the final SSP Employee Evaluation Report. This final conference must occur before submitting the Report to the Office of Human Resources.

J. Quality standard (V), measures of student learning, shall be determined by combining both collective and individual attribution. The collective and individual attributions will be established according to current state law and recommendations from CDE. Any future changes to the percentages used for calculating the collective and individual attributions will be negotiated between the Association and the District. The attribution percentages will be communicated to all SSP Employees at the beginning of the evaluation cycle via the annual evaluation training.

K. The process of conducting evaluation observations and conferences, including all aspects of the evaluation and remediation process, shall be handled so as to observe the legal rights of the SSP Employee. No evaluation/remediation information shall be gathered by electronic devices, such as remote-video microphones, cameras or recorders, without the consent of the SSP Employee. This does not apply to the use of electronic devices used for note taking during observations.

III. Procedure for Evaluation

A. All SSP Employees shall receive an evaluation every year.

B. All SSP Employees will follow one of these processes to meet the state-required minimum of one observation and to provide adequate evidence for the evaluator to determine the professional practice of the SSP Employee (It is recognized that additional formal and/or informal observations may occur as appropriate in the view of the evaluator):

1. Observation Options Process: If an SSP Employee scores a 3 or higher on all Quality Standards I-IV, the SSP Employee is eligible the following year for the Observation Options Process. During the Goal-Setting Conference, the evaluator and SSP Employee shall mutually agree upon one (or more) of the options for observation:

   a. Informal Observation(s): At any time, an evaluator may conduct informal observations. Informal observations are defined as unscheduled observations of an SSP Employee that may take place as an evaluator visits a classroom, helps a student, or otherwise observes the SSP Employee in an interaction which reflects the SSP Employee's performance of professional duties. The informal observation will not include a pre-observation conference but may include a post-observation conference. If the evaluator has concerns from the informal observation, a meeting between the evaluator and SSP Employee shall be scheduled within six (6) working days to discuss the observation.

b. Walkthrough Observation(s): A walkthrough means a brief, structured observation by the evaluator which lasts a minimum of ten (10) minutes. It is followed by written feedback that includes the date and time of the walkthrough. It may also include any professional practice standards, practices, and elements that are observed and should include any other timely, targeted, and actionable information. If the evaluator has concerns from the walkthrough, a meeting between the evaluator and SSP Employee shall be scheduled within six (6) working days to discuss the observation.

c. Peer Observation(s): An SSP Employee will select, under the guidance of the evaluator, a peer to conduct a formal or informal observation of the SSP Employee. The SSP Employee being observed will write a reflection based on the feedback provided by the peer observer. This written reflection will be made available to the evaluator by a mutually-agreed upon date.

d. Formal Observation(s): The evaluator and SSP Employee will follow the formal observation process as outlined above (Policy 4870) and/or with modifications to the pre- and post-observations based on the mutually-agreed upon communication method.

2. Growth-Focused Observation Process: If an SSP Employee scores below a 3 on any of the Quality Standards I-IV, the SSP Employee will adhere to the Growth-Focused Observation Process in the following school year. During the Goal-Setting Conference, the evaluator and SSP Employee shall mutually develop a plan that includes:

   a. A focus on growth in the Quality Standard(s) where the SSP Employee scored below a 3 in the previous year.

   b. Prior to the Mid-Year Review, at least one (1) formal observation as outlined in Policy 4870 for SSP employees and/or with modifications to the pre- and post-observations based on the mutually-agreed upon communication method.

   c. A Mid-Year Review of the SSP Employee's performance to determine whether a second formal observation is necessary.

C. Procedures for conducting evaluations will be determined by the evaluator with input from the SSP Employee. The evaluation will include regular collection of data and feedback and improvement opportunities that are reasonably and timely provided.

D. The Mid-Year Review for SSP Employees will take place no later than January 15 of every school year unless otherwise mutually agreed. For SSP Employees where there are performance concerns, the Mid-Year Review shall be a mandatory meeting, and the documented concerns shall include observed practice as related to the quality standards.

   During the Mid-Year Review, the evaluator and SSP Employee may alter the observation options or growth- focused plan for the rest of the evaluation cycle. The absence of an evaluator-requested meeting implies there are no performance concerns, and the SSP Employee shall still receive a Mid-Year Review via the preferred mode of communication regarding the SSP Employee's expected professional practice rating. The Mid-Year Review for any SSP Employee who may be deemed ineffective on the summative evaluation will have taken place on or before December 15. Additionally, at the discretion of the building principal, a mid-year Directed Improvement Plan will be created and monitored throughout the remainder of the evaluation cycle.

E. An SSP Employee whose performance is deemed ineffective shall receive written notice that his or her Performance Evaluation Rating shows a rating of ineffective, a copy of the documentation relied upon in measuring his or her performance, and identification of deficiencies.

F. An SSP Employee may have the right to appeal an ineffective or partially effective evaluation rating under the guidelines outlined in Policy 4873.

IV. Process for Addressing Evaluation Concerns

A. Any SSP Employee who has received a partially effective or ineffective rating may choose to file an appeal (see Policy 4873).

B. Any SSP Employee who may be and/or is deemed ineffective in any one or more of the performance standards shall receive assistance through the Directed Improvement Plan and, if necessary, a Remediation Plan, as discussed in Part III, below.

C. The Office of Human Resources will document the number of mid-year Directed Improvement Plans created for SSP Employees each year and, upon request, share this information with the Association no later than February 1 of each school year.

PART THREE

REMEDIATION PROCESS

If the evaluator determines that performance concerns exist, the principal or site/program administrator will contact the Office of Human Resources to ascertain what steps will be taken to address the issue.

With the agreement of the Office of Human Resources, the principal or site/program administrator may develop a Directed Improvement Plan for the SSP Employee. This plan will specifically address those areas of concern, and include correlating support resources and a timeline for implementation.

At the end of the timeline specified, if the principal or site administrator does not observe improved performance in targeted elements, the SSP Employee will be moved to Remediation. If the principal or site administrator determines that performance in the targeted areas has improved, the SSP Employee will be removed from the Directed Improvement Plan. Removal from the Directed Improvement Plan does not necessarily render the SSP Employee's performance effective.

A. Directed Improvement Plan

1. The Directed Improvement Plan ("DIP") may be implemented at any time, including at mid- year, but no later than the end of the school year in which the SSP Employee may be deemed ineffective. A mid-year DIP represents an optional, intermediary step to provide further support prior to an end of the year DIP, if one becomes necessary.
2. The evaluator will direct the DIP. The evaluator will place the SSP Employee on reasonable notice of the areas to address, steps for improvement, and timelines for additional observations and conferences. The evaluator will do so either via e-mail and/or in hard copy form. To the extent that an SSP Employee has questions or concerns regarding the DIP, the SSP Employee will timely submit the same via e-mail and/or in hard copy form.
3. At minimum, the DIP will include the following:
   a. An in-person meeting to discuss the DIP; and
   b. Sufficient time for the SSP Employee to improve in relation to the performance concerns; and
   c. Three additional formal observations and feedback regarding the same submitted to the SSP Employee within six (6) working days after each observation; and
   d. To the extent that the SSP Employee disagrees with any portion of the feedback given, the SSP Employee may submit a written response within six (6) working days. The SSP Employee may also submit artifacts throughout the DIP, including as part of any response.

B. Remediation Plan

1. If an SSP Employee's performance is judged by the site/program administrator to be ineffective, and the performance of the SSP Employee has not sufficiently improved as a result of the evaluation process, and or the DIP, the site/program administrator can move the SSP Employee to the remediation process following two (2) DIP processes lasting a minimum of sixty (60) calendar days each within the SSP Employee's work year. The principal or site/program administrator will notify the SSP Employee of the decision to move to the remediation process. The principal or site/program administrator will also notify the SSP Employee of his/her right to representation during the remediation process.

2. The principal or site/program administrator will timely hold a conference with the SSP Employee. This conference should take place within six (6) working days after delivery of the notification of movement from DIP to the remediation process.

3. At the conference, the principal or site/program administrator, the SSP Employee and any other appropriate personnel, will a) Review specific performance concerns; and b) Formulate a written remediation plan including the following:
   a. Objectives for improving the identified performance concerns;
   b. Identification of resources and assistance available to implement the objectives;
   c. A timeline for completing the objectives;
   d. Criteria by which the attainment of the objectives will be measured.

4. If agreement on any or all of the above items contained in this Part Three cannot be reached, the principal or site/program administrator is responsible for the final decision.

5. Following completion of the timeline established in the remediation plan, the principal or site/program administrator and SSP Employee will meet to review the remediation process. The principal or site/program administrator will share either electronically or in writing whether the SSP Employee has corrected the identified performance problems. The principal or site/program administrator will then make a recommendation to the Superintendent. This recommendation will include next steps for action.

<u>Additional Provisions</u>

1. The terms of this policy shall 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 shall be deemed null and void, but all other provisions or applications thereof shall 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 shall be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board of Education.
5. Neither the recognized Association nor the Board of Education can refuse to renegotiate 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 shall remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.
6. If in any one year the budget is not able to absorb the cost of this retirement policy without impact on accounts in the budget, other than teacher salaries and benefits, negotiations shall be reactivated. Any policy concerning economic items that have been adopted will have to be modified commensurate with the funds available.

R.A.i.S.E Mentoring and Coaching, *Policy 4880*

Since 1995, the District and the Association have joined efforts to improve the quality of instruction through mentoring and coaching of all educators. The Colorado Department of Education requires that all teachers transitioning from an Initial License to a Professional License must complete an approved induction program that includes mentorship. To continue to develop educators and to support their professional growth, the District and the Association have created a teacher assistance program to provide **R**esponsive, **A**ffirming, **I**nnovative, **S**tudent-centered support for **E**ducators, also referred to by its acronym R.A.i.S.E.

A. Purpose of R.A.i.S.E
   1. To support teachers requiring Induction
   2. To provide onboarding and mentoring of teachers new to a building and/or the District
   3. To facilitate job-embedded professional learning for all teachers
   4. To guide structured support for individual teachers in areas of growth

B. Structure of R.A.i.S.E

   1. The R.A.i.S.E Leadership Team (RLT), comprised of five (5) appointees from the District and five (5) appointees from the Association, shall collaborate to develop and supervise the implementation of the program. To accomplish this, the RLT shall meet monthly, unless mutually agreed upon.

   2. In support of R.A.i.S.E, each school in the District will have an Instructional Excellence R.A.i.S.E Coach (IERC) who will support and fulfill the purpose of the program.

   3. For teachers requiring Induction, they will be mentored by their building's IERC and a job-alike R.A.i.S.E Mentor. The RLT will determine the training and requirements for a R.A.i.S.E Mentor.

Created: February 16, 2023
Adopted: June 12, 2023
Effective: August 1, 2023

Compensation and Benefit Information

2025-2026 Teachers and SSPs Salary and Other Compensation, MOU

The District and the Association have reached these agreements regarding changes to base salary and Additional Compensation for the 2025-2025 school year, including but not limited to the following:

1. Effective August 1, 2025, all Teachers and SSP employees shall advance one (1) step on the revised Salary Schedule (see below) from their previous step in the 2024-2025 school year. Any teacher or SSP employee whose step does not include an increase in salary (i.e. employees at the maximum step and beyond for their lane) shall receive a 1.5% COLA increase as reflected in the schedule below.

2. Horizontal Advancement requests will continue to be accepted during the 2025-2026 school year. All teachers and SSP employees will be limited to move no more than one (1) lane (or two lanes if one of the advancements reflects attainment of a degree) during the 2025-2026 school year. Once horizontal advancement requests reach or exceed a cost of $3.0 million, including PERA and Medicare, the bargaining teams would reopen negotiations to determine whether further requests could be honored within the parameters of the 2025-2026 budget.

3. Student Achievement Incentive Plans (SAIP) shall continue to be implemented as written in Policy 4141 for any teacher or SSP employee who completed a SAIP in the 2024-2025 school year. The SAIP program shall sunset at the end of the 2026-2027 school year. The SSIP committee will continue to implement the Student Success Initiatives Plan program as outlined in the SSIP MOU and determine recommendations for full implementation in the 2027-2028 school year.

4. If anticipated federal funds are significantly reduced in the 2025-2026 school year, the Board of Education could trigger a "fiscal exigency" as defined in Policy 4160 which would render this MOU null and void pending further negotiations between the District and the Association.

2025-2026 SSP Employee Salary Schedule

STEP	BA	BA+30	MA	MA+30	MA+60	MA+90	PHD
1	$62,000	$64,267	$69,677	$74,600	$79,522	$84,446	$90,396
2	$62,753	$65,349	$70,758	$75,682	$80,604	$85,528	$91,478
3	$63,835	$66,431	$71,841	$76,764	$81,687	$86,610	$92,561
4	$64,916	$67,513	$72,923	$77,846	$82,769	$87,691	$93,642
5	$65,998	$68,595	$74,005	$78,928	$83,850	$88,773	$94,724
6	$67,080	$69,677	$75,086	$80,010	$84,932	$89,856	$95,806
7	$69,437	$72,021	$77,404	$82,303	$87,201	$92,100	$98,021
8	$72,129	$74,713	$80,095	$84,995	$89,892	$94,792	$100,712
9	$74,820	$77,404	$82,787	$87,686	$92,584	$97,483	$103,403
10	$77,512	$80,095	$85,478	$90,378	$95,275	$100,174	$106,095
11	$80,203	$82,787	$88,170	$93,069	$97,966	$102,866	$108,786
12	$83,723	$85,478	$90,861	$95,760	$100,658	$105,557	$111,478
13	$83,723	$89,051	$93,552	$98,452	$103,349	$108,249	$114,169
14	$83,723	$89,051	$96,244	$101,143	$106, 041	$110,940	$116,860
15	$83,723	$89,051	$99,925	$103,835	$108,732	$113,631	$119,552
16	$83,723	$89,051	$99,925	$107,591	$112,538	$117,486	$122,243
17+	$83,723	$89,051	$99,925	$107,591	$112,538	$117,486	$126,184

Salary, Policy 4841

A. Salary Range

SSP employees will be compensated based on educational level and years of experience and placed accordingly on the salary schedule contained in SSP Policy 4841.

SPECIAL SERVICE PROVIDER (SSP) PLACEMENT	
JOB CLASSIFICATION TITLE	MINIMUM LANE
Audiologist	MA+60
Counselor	MA
Occupational Therapist	MA+60
Orientation and Mobility Specialist	MA
Physical Therapist	MA+60
Psychologist	MA+60
Registered Nurse	BA+30
Social Worker	MA+30
Speech Language Pathologist	MA+60

Minimum Placement Guidelines:

*** No SSP employee will be placed in a degree column they have not earned (e.g. OTs who do not hold a Master's degree will remain in the BA columns). Exception: if a Nurse does not hold a Bachelor's degree, the Nurse will be placed at BA.*

Initial Salary Placement

1. Salary Placement

The Human Resources Department will recognize verified previous SSP experience and the SSP employee will advance one (1) vertical step on the salary schedule for each year of recognized service, up to a maximum of six (6) steps as specified in (c) below, provided the SSP experience meets one or both of the following conditions (a or b):

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

i) The experience must have occurred while the SSP employee held a valid SSP or teaching certificate/license issued by that state (including experience as a SLP-A), and

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

iii) The SSP employee must have:

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

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

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

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

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

i) The qualifying professional work experience (private, public, educational, or clinical) must have occurred after the date that the employee was conferred with the minimum degree required for the SSP position as determined by the Cherry Creek School District for employment as an SSP.

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

b. the experience was in a school setting and meets the requirements of provision (a)(iii) above.

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

c) In identified "hard-to-fill" positions in the District, SSP employees with experience beyond the six years allowed in this section may be hired and given credit for up to eleven (11) years of experience, as long as that experience meets the requirements of this policy as outlined above (4841.A.1). In addition, in identified "extremely hard-to-fill" positions in the District, SSP employees with experience beyond the five years allowed in this section may be hired and given credit for up to twelve (12) years of experience, as long as that experience meets the requirements of this policy as outlined above (4841.A.1). All SSP employees hired in any given school year for such "hard-to-fill" (or "extremely hard-to-fill") positions shall be given full credit for their prior experience up to eleven (11) years (or thirteen (13) years) if any other new hire in such position in that school year is given credit beyond the normal six (6) years of experience credit provided in this policy.
   i) Annually, the District shall communicate with the Association President (or designee) the positions that have been identified as "hard-to-fill" and "extremely hard-to-fill" positions prior to hiring for the upcoming school year.
   ii) This communication shall include the basis for the identification of positions as "hard-to-fill" and "extremely hard-to-fill;" i.e., number of applications on file for such positions, special requirements of the position, etc. Such communications shall be made on a regular basis, as needed, throughout the hiring for the following year.
   iii) Additionally, not later than September 1 of each school year and the first of each month thereafter if such hiring is applicable, the District shall provide to the Association, in writing, a list of the names, position/assignment, building/facility, and cell placement for each person hired under this provision.
   iv) Both the Association and the District agree that the time of the hiring shall not be a basis for defining a position as "hard-to-fill" or "extremely hard-to-fill." That is, unfilled positions that were not considered "hard-to-fill" or "extremely hard-to-fill" in May shall not become "hard-to-fill" or "extremely hard-to-fill" simply because they are still not filled in August.

d) SSP employees will be placed according to the SSP salary schedule's minimum placement guidelines unless additional graduate-level credits have been earned after attainment of the appropriate SSP licensure and verified through transcripts or similar documentation to advance the employee beyond the corresponding minimum placement.

   New employees will be given credit for the highest degree earned that is recognized by the salary schedule. An EdS degree will be considered a master's degree for the purposes of placement unless the EdS was earned subsequent to earning a master's degree.

B. <u>Returning Former SSP Employees</u>
1. If a SSP employee resigns from the District and is re-employed within four (4) years, the SSP employee will be given full credit for previous in-District experience and full credit for out-of-district experience up to the limits of this policy above and commensurate with the SSP employee's educational attainment. Experience excluded from credit is: Volunteer work, internships, graduate and/or post-doctoral assistantships, and any training positions.
2. Once a SSP employee assumes a new position within the District that is no longer paid on the licensed Salary Schedule, the employee will not be given credit for those years of service if they return to a licensed position. However, if they return to a SSP or teaching position paid on the licensed Salary Schedule at any time with no break in service with the District, the employee will return to their original step and lane on the Salary Schedule.

Movement on the Salary Schedule

C. Horizontal Movement on the Salary Schedule

Credit for contact hours or college credits, upon approval by the appropriate department supervisor, will be submitted to Human Resources for horizontal advancement on the salary schedule. Changes in salary will be effective on the first day of the month after the forms and documentation, complete and in good order, 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.

Undergraduate courses, including CEUs, qualify for horizontal advancement but only if they are taken and approved after the individual has been contracted by the District. An EdS degree will be considered a master's degree for the purposes of Horizontal Advancement unless the EdS was earned subsequent to earning a master's degree. Any credits submitted for horizontal advancement must be earned after the date of the most advanced degree. Conversion to semester hours, as recognized on the schedule, is in accordance with the table below:

a) One (1) semester hour = fifteen (15) contact hours
b) One (1) CDE equivalent to a semester hour = fifteen (15) contact hours
c) If one CEU equivalent = ten (10) contact hours, then one & one-half ($1^1/_2$) CEU equivalent to a semester hour = fifteen (15) contact hours

Refer to Policy 4830, Professional Growth, for additional parameters and information regarding horizontal movement on the salary schedule.

Effective August 1, 2023, all SSP employees shall be limited to move no more than one (1) lane (or two lanes if one of them is attainment of a degree) in a school year.

D. Annual Salary

The annual salary will be computed by adding the daily per diem salary approved for each of the contract days on which the SSP employee 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. Salary changed by horizontal advancement is calculated based on contract days worked. Horizontal advancement requests effective after the last contract day of the school year will be effective the first day of the following school year.

E. Vertical Movement on the Salary Schedule

1. Upon the SSP employee's completion of each successful year of service in the District, the District will grant one (1) step of vertical movement on the salary schedule. Vertical increases are not automatic, but are awarded on the basis of successful experience only for each school year as interpreted, evaluated, and administered by the Office of the Superintendent.
2. An SSP employee will advance on the salary schedule one (1) vertical step provided the SSP employee meets the following conditions:
   a. Worked at least a fifty percent (50%) contract, and
   b. Worked four (4) or more hours per day for ninety (90) days or more, or
   c. Worked fifty percent (50%) or more, of the hours (360 hours or more) required of a full time alternative schedule.
3. Paid leave will be considered as time worked for the provisions of this policy. Unpaid leave will not count towards meeting the time requirements outlined above.

F. Compensation for Substitution

Partial Days

1. See Teacher Negotiated Policy 4141(R) for class coverage compensation requirements and rates.
2. SSP employees who cover the class(es) of a colleague will not be compensated for more minutes than allocated as SSP-directed time in any given week.

Full Day Substitution on Non-contracted Days

Full-time teachers/SSP employees who substitute on a day for which they are not contracted, will be paid at the curriculum rate for the first ten (10) days of substituting. If substituting in a position for more than ten (10) days, teachers/SSP employees will be paid at the short-term substituting rate from the first day of the assignment.

G. Special Consideration Pay

Additional pay will be approved for additional responsibilities which exceed the normal job requirement and hours with pre-approval from the Office of Human Resources.

H. Team Leader

Based upon approved job descriptions, SSP team leaders will receive release time or compensation according to Schedule C (see Teacher Negotiated Policy 4142) or in a combination thereof, for these responsibilities. The selection of the team leader(s) will be made jointly with the appropriate district-level department supervisor, or designee, and the SSP team. The final decision will be that of the supervisor, or designee, who will make appropriate recommendations to the Board.

I. Environmental Education Overnight Supervision

SSP employees will be paid two hundred dollars ($200) per night to supervise students on fifth/sixth grade environmental education overnight trips which are part of the core curriculum.

J. Supplementary Pay

All of the provisions of Teachers Policy 4142 apply to SSP employees.

K. Mentor Pay

An SSP employee appointed to serve as an in-building mentor to an SSP employee who may be new to the building and/or District will be paid five hundred dollars ($500.00) provided the SSP employee has completed the District course on mentoring. SSP employees who have not completed the District course on mentoring will be paid three hundred fifty dollars ($350.00). These payments will be made in June in a lump sum and will cover all additional responsibilities connected with the activity of an in-building mentor.

L. Compensation for Additional Responsibilities and Maximum Salary

Effective as of the 2023-2024 school year, "Maximum Salary Increase" as outlined in Policy 4141.W.3.i-ii has been added into the base salary for all SSP employees on the Salary Schedule. As of August 1, 2023, SSP employees at the maximum will no longer see an additional line item in their paychecks for the additional 2% or $1197 because those amounts were added to the base salary.

M. Extended Days

1. When an SSP employee assumes an extended responsibility for the District in an area of professional competence, the District will pay that SSP employee for services at a rate consistent with the current Salary Schedule in the District computed at a daily rate. The job description and number of days will be agreed upon prior to the commencement of the extended days.
2. Reimbursement for extension of days may be made in reduced time requirements, as well as, or in addition to, other forms of financial consideration.
3. Budget questions will be important in determining the number of extended days that can be offered, however:
   a. The needs of the program and the professional skill a person can bring to the situation should be the determining factor - not per diem rate.
4. The services of the recognized employee negotiation agent must be solicited at times when agreement concerning compensation does not exist.

N. Travel Pay

Any SSP employee who travels on a daily basis between two buildings that are not part of the same campus shall be reimbursed at the district-approved mileage rate.

Compensation for SSP Employees at Maximum

O. Compensation for SSP Employees at Maximum

1. Student Achievement Incentive Plan (SAIP)

1. The intended goal of the SAIP program is to increase student achievement within the District. The implementation of the SAIP plan will directly impact student achievement and will be beyond the scope of a regular assignment. SAIP activities may occur anytime during the SSP employee's workday when the SSP employee is not involved in regular contract compensated work.
2. The SAIP plan should include one or more of the following:
   - Involve students directly, or
   - provide training of staff members, or
   - focus programs on annual District and/ or Building or individual student achievement goals.
3. A SSP employee or group of employees may apply for the student achievement incentive program and receive compensation the contractual year after the SSP employee(s) attainment of the maximum step in column BA+30 or greater.
4. Plans may be designed at the building level in conjunction with the principal, and be made available for SSP employee's to utilize as their plan in supporting District and/or building student achievement goals. This section in no way should limit the type of plan a SSP employee and a principal or site/program administrator (or designee) may reach agreement upon. SSP employees are encouraged to develop and implement creative and innovative plans to meet the goals in (1) (B) above.
5. Compensation will be based on the educational level of the SSP employee as listed on the SAIP Payment Schedule below. Payment for completion of SAIP plans in the 2025-2026 school year will be based on a SSP employee's placement at the end of the 2022-2023 school year. Any SSP employee who completed a SAIP in the 2024-2025 school year will be eligible to submit a Plan A for SAIP in September 2025. Payments will be made according to the SAIP schedule below, based on the SSP employee's lane in July 2023.
6. For a complete set of procedural guidelines refer to Administrative Procedure 4870.1
7. The District and the Association shall jointly agree upon the forms, which implement Student Achievement Incentive Plan (SAIP).

SAIP Payment Schedule*

	BA+30	MA	MA+15	MA+30	MA+45	MA+60	MA+75 OR DOCTORATE
SY 2025-2026	$1,916	$2,473	$2,632	$2,792	$2,868	$2,943	$2,961

Student Achievement Incentive for SSP Employees at Maximum, Administrative Procedure 4841.1

_____	_____	_____
SSP Employee	Current Salary Code	Date

Statement of Intent:

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

The plan should include one or more of the following:
- involve students directly;
- provide training of staff members;
- focus programs on annual District goals.

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

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

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

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

Procedural Consideration:

1. A SSP employee or group of SSP employees may apply for student achievement incentive compensation if they completed a SAIP in the 2023-2024 school year. Note: Teachers and SSP employees will not be eligible to participate in both the 2024-2025 SAIP program and the SSIP pilot program. Any eligible teacher or SSP Employee must determine their choice prior to submitting the SAIP Plan A by the September 15 deadline.
2. No SSP employee actively involved in the remediation process (as outlined in Policy 4870) while completing a Directed Improvement Plan or a Remediation Plan will be allowed to work on the required hours for their SAIP. If/when the SSP employee has been released from the remediation process, they can resume working on the SAIP and attempt to fulfill the requirements for completion in that school year.
3. The deadline for submitting the application for student achievement incentive compensation will be August 30 for year-round calendar or September 15 for common calendar.
4. Unless otherwise mutually agreed to, within 30 calendar days of submitting an application for student achievement incentive compensation, the SSP employee and principal (or designee) will discuss and mutually agree to the employee's plan. If mutual agreement cannot be reached following further discussions, the administrator and the employee will state in writing reasons for their disagreement. A written appeal can be made to the principal's supervisor by either party within 5 days. The supervisor shall render a decision within 15 days.
5. When the principal and employee have agreed to a student achievement incentive plan, a copy of the plan will be submitted to the Office of Human Resources and to the Association by the principal and employee respectively.
6. The plan may be revised during the school year by mutual agreement. A SSP employee will be ensured the right to withdraw the student achievement incentive application during the year if desired.
7. The plan will include criteria for assessment. Final assessment will be completed by the SSP employee and principal (or designee).
8. After final assessment, which will take place before June 1, payment will be recommended to the Board of Education, and payment will be made in a lump sum.
9. A SSP employee must reapply each year for this student achievement incentive compensation.

Examples of Plan Development: To be developed by Task Force.

Revised: December 12, 2024
Adopted June 9, 2025
Effective August 1, 2025

2. Special Professional Growth Plan (105 Plan)

The Special Professional Growth Plan has been discontinued and replaced by the Professional Growth Pathways program, as outlined below. Any SSP employee who successfully completed a Special Professional Growth Plan from 2020 through 2023 and was unable to initiate a subsequent plan at that time shall continue to receive their additional 5% for the remainder of the agreed-upon three (3) years.

Professional Growth Pathways

3. Professional Growth Pathways

a. Eligibility

i. SSP employees shall become eligible to participate in the Professional Growth Pathways (PGP) program once they have reached Step 16 in the MA+30 column or greater.

ii. SSP employees who previously completed a Special Professional Growth Plan (i.e. the 105% plan) and are receiving payments for completion shall become eligible to initiate a Professional Growth Pathways plan at the beginning of the school year prior to the subsequent school year in which their payments will end. (e.g. If a SSP employee is scheduled to receive an additional 5% through January 2025, they would begin participating in a PGP in the 2023-2024 school year to ensure continuous payment.)

iii. No SSP employee actively involved in the remediation process (as outlined in Policy 4870) while completing a Directed Improvement Plan or a Remediation Plan will be allowed to work on the required hours for their PGP. If/when the SSP employee has been released from the remediation process, they can resume working on the PGP and attempt to fulfill the requirements for completion in that school year.

b. Pathway Components

i. To initiate the plan, each SSP employee will select a pathway for professional growth in one of the following areas: District Leadership, School/Department Leadership, Classroom Leadership, or Student-Focused Leadership. Each SSP employee will create a goal and plan for pursuing their own growth in their chosen pathway.

ii. The Professional Growth Pathway is organized into three (3) phases, which will typically be completed in three (3) corresponding years. In the first phase, SSP employees will pursue meaningful professional growth by participating in chosen learning activities. In the second and third phases, SSP employees will apply their learning through implementation, reflection and potential further learning within the realm of their position and pathway.

c. Plan Approval Process

i. Each SSP employee participating in any phase of the PGP may submit their intent to participate in August of the school year in which they become eligible.

ii. Requirements for successful participation and completion of the PGP will be developed and communicated by the PGP Design Team, comprised of teachers and SSP employees appointed by the Association and administrators appointed by the District. The PGP Design Team will be supervised by one (1) designee from Human Resources and one (1) designee from the Association. The number and composition of members on the PGP Design Team

shall be agreed upon mutually by the District and Association based on the number of PGP participants in any given year.

iii. SSP employees will create an initial goal and plan for the year, provide a progress update in the middle of the year, and reflect in an end-of-year report as evidence of successful completion of the plan. Throughout the year, SSP employee-participants will communicate and document their progress with an assigned liaison from the PGP Design Team.

iv. Final approval of completion shall be determined by the PGP Design Team and communicated to teacher-participants in May of the same school year when that phase of the pathway was initiated.

d. Compensation

i. Upon successful completion and final approval of one (1) year of the PGP, the SSP employee shall be compensated $5,000 to be paid out in equal installments over twelve (12) months in the subsequent school year immediately following approval.

ii. After completion of a year of the PGP, the SSP employee shall continue working in the pathway in the following year while receiving payment to ensure continuous compensation related to the three-year cycle of the plan.

3. Longevity Schedule

A SSP employee becomes eligible after being employed by the District in a full-time benefit-eligible position for eighteen (18) consecutive years. Beginning in the nineteenth (19th) consecutive year of service, the SSP employee shall receive longevity pay according to the schedule shown below to be paid in a lump sum the month of their anniversary date.

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

Longevity Schedule

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

4. Maximum Salary (MaxSal)

Additionally, effective January 1, 2005, SSP employees who are on the twentieth step (or more) on the Cherry Creek SSPs Salary Schedule will receive an additional experience recognition payment of $174.00 per month ($2,088 annual total). SSP employees who were on steps 20 and above who received the $174 per month as Supplemental Benefit Pay in June 2020 will continue to receive that pay until their separation from the District.

Student Success Initiatives Plans, *Memorandum of Understanding*

The intended goal of the Student Success Initiatives Plan (SSIP) program is to enhance student success within the District and to develop a replacement for the Student Achievement Incentive Plan (SAIP) program as it is phased out between the start of the 2024-2025 school year and the end of the 2026-2027 school year. The SSIP program will be designed to address the evolving needs of students and school buildings by providing fluid and differentiated options.

1. In the 2025-2026 school year, participation in the SSIP program will be open to all teachers employed at Title I schools and Overland High School, Smoky Hill High School, Horizon Community Middle School, Prairie Middle School, and Laredo Middle who have achieved non-probationary status or completed two (2) consecutive years of probationary status with effective or higher evaluations and all SSP employees employed at Title I schools and Overland High School, Horizon Community Middle School, and Prairie Middle School who have completed two consecutive years of service with effective or higher evaluations.

    a. No Teacher or SSP employee actively involved in the remediation process (as outlined in Policy 4170/4870) while completing a Directed Improvement Plan or a Remediation Plan will be allowed to work on hours for their SSIP. If/when the Teacher or SSP employee has been released from the remediation process, they can resume working on the SSIP and attempt to fulfill the requirements for completion in that school year.

    b. Teachers and SSP employees will not be eligible to participate in both the 2025-2026 SAIP program and the SSIP pilot program. Any eligible Teacher or SSP employee must determine their choice prior to submitting the SAIP Plan A by the September 15 deadline.

2. SSIP activities will be performed beyond the scope of an educator's regular assignment but may occur during the educator's contract day when not engaged in duties already assigned for the position. If participation in the SSIP program decreases an educator's planning time or SSP-directed time below the negotiated minimum, this will not be considered a violation of Policy 4116 (Teachers) or Policy 4816 (SSPs) as it is not a District or school-mandated initiative.

3. For the 2025-2026 school year, approved initiatives should focus on supporting school buildings and students in the following areas:
    - Literacy
    - Unified Improvement Plans (UIPs)
    - Academic Achievement
    - Student Mentorship

4. A SSIP subcommittee comprised of equal representation, unless otherwise mutually agreed upon, from the District and the Association will determine the parameters and will supervise the implementation of the SSIP program as a pilot for the 2025-2026 school year. This subcommittee will provide regular updates to the Bargaining Committee throughout the 2025-2026 negotiations.

5. Compensation for the Student Success Initiatives Plan will be included on Schedule C (see Policy 4142) and will be allocated based on the total number of eligible Teachers and SSP employees in participating schools as of August 1, 2025. For the 2025-2026 school year, a factor of .025 will be used to determine

payment for participation in the program. Upon successful completion of the plan as determined by the SSIP subcommittee, payment will be made in a lump sum in the June 2026 paycheck.

6. As the program continues to develop and the SAIP program is phased out, the SSIP subcommittee will revisit the program parameters, implementation, and outcomes for the purpose of making adjustments, including but not limited to identifying and addressing evolving needs and/or emerging concerns, in subsequent years.

Revised: April 10, 2025
Adopted: June 9, 2025
Effective: August 1, 2025

Professional Growth, *Policy 4830*

SSP employees are encouraged to seek opportunities that support professional growth and efficacy while meeting District and individual school goals. It will be the responsibility of the Superintendent of Schools or designee to develop cooperatively a program of professional growth opportunities with employees of the District. The Board of Education will approve the necessary expenditures, within the provisions of the budget, for making the approved professional growth program available to District employees.

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

1. **Procedures for Seeking Approval of Professional Growth Credits**

   A. All professional growth activities must be consistent with section three (3) of this policy, Activities for Horizontal Advancement Credit, below.

      1. A college or university notification of course completion will serve as verification; however, no change of status will be approved by the Board of Education until a copy of the transcripts for college/university course work consistent with the employee's professional growth, or appropriate documentation for other activities from the Office of Professional Learning, are received by the Office of Human Resources. Original copies of the documentation listed above may be requested by the District; therefore, the employee should keep the original documents.
      2. A certificate of hours completed that includes an official Colorado Department of Education (CDE) seal or is issued by a recognized BOCES shall also serve as verification for horizontal advancement once received by the Office of Human Resources.
      3. Changes in salary due to Horizontal Advancement will be effective on the first day of the following month in which the forms and documentation complete and in good order were received in the Office of Human Resources.
      4. Completed activities will be promptly approved or disapproved by the supervisor and will be forwarded to the Office of Human Resources.

   B. A SSP employee will submit the Request for Horizontal Advancement to the Office of Human Resources. An overview of the process, including appropriate contacts, is located at: https://backyard.cherrycreekschools.org/Departments/HumanResources/Pages/Horizontal-Advancement.aspx

2. Horizontal Advancement

A. All contact hours used for horizontal advancement credit must be earned outside a SSP employee's contracted time, unless approved by the Office of Professional Learning.

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

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

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

c) If one (1) CEU equivalent = ten (10) contact hours, then one & one-half (1 ½) CEU equivalent to a semester hour = fifteen (15) contact hours.

C. Continuing education units (CEUs) earned through the SSP employee's appropriate accrediting agency or organization, not included in the section 3.C below, will be submitted to the SSP employee's appropriate departments supervisor for conversion to semester hours and approval.

D. Effective August 1, 2023, all SSP employees shall be limited to move no more than one (1) lane (or two lanes if one of them is attainment of a degree) in a school year.

3. Activities for Horizontal Advancement Credit

A. College/University Course Work

Both graduate and undergraduate courses should be consistent with the employee's approved professional growth.

Activity	**Rules**	**Horizontal Advancement Credit**
College/ University Course Work	The college or university credit must be from a Colorado Department of Education accepted institution of higher education recognized by a regional accreditation association. The list of accepted accreditation associations can be found on the CDE website. Prior approval by the Office of Professional Learning is required before college or university credit will be accepted from an international institution of higher education. The employee will be notified within ten (10) working days as to the outcome of the request for approval. **As of August 1, 2025, credits submitted from Idaho State University's Albion Center for Professional Development must be completed no later than the Summer 2025 semester to be eligible for horizontal advancement. Such courses *completed* after the Summer 2025 semester will no longer be accepted.	As awarded by the institution.

B. District-Sponsored Activities

Activity	Rules	Horizontal Advancement Credit
Workshops and courses	Workshops and/or courses designated by the District that align with the Core Values and Strategic Plan Workshops and/or courses developed by and/or delivered by educators in the District that have been approved by the Collaborative Council for Professional Learning	As determined by the Office of Professional Learning, one (1) semester hour credit for each fifteen (15) hours of instruction and/or participation and approximately an equal time in outside work.

C. External Professional Development

1. For Professional Development activities offered outside the District that are NOT verified by a CDE-approved seal or offered through a recognized BOCES, SSP employees must complete a Proposal for Professional Development Experience Form to be approved by the Office of Professional Learning in advance.
2. A follow-up report must be submitted to the Office of Professional Learning within the required number of days after completion of the activity as established by the Office of Professional Learning.

Activity	Rules	Horizontal Advancement Credit
Professional Development	These professional development activities could provide for visitation of educational programs or other learning outside the state and/or the country which encourage or stimulate ideas for improvement of our educational program. CEUs also qualify for horizontal advancement but only if they are taken and approved after the individual has been contracted by the District. Professional development activities must satisfy all of the following criteria: • Provides for an individual experience or activity that has as its goal the improvement of instruction. • Demonstrates direct teaching assignment or grade level application. Professional Development opportunities offered through the Colorado Department of Education (CDE) that are verified with a certificate that includes an official CDE seal or courses sponsored by a recognized BOCES will be approved.	One (1) semester hour credit for each fifteen (15) hours of instruction and/or participation and approximately an equal time in outside work.

D. Association-Sponsored Activities

Activity	Rules	Horizontal Advancement Credit
Professional Development offered by or in conjunction with the Association	The District and the Association through the Collaborative Council for Professional Learning will determine the criteria for professional development activities and/or courses offered through the Association to be approved. The District and the Association will communicate the approved activities and courses (e.g., specific CoPilot courses or in-district workshops and classes offered by Association member-teachers and member-SSP employees).	One (1) semester hour credit for each fifteen (15) hours of instruction and/or participation and approximately an equal time in outside work.

E. Supervision of a Student Teacher, Intern, or Resident Teacher

Activity	Rules	Horizontal Advancement Credit
Supervision of a Student Teacher, Intern, Resident Teacher	Supervision of a Student Teacher, Intern, or Resident Teacher must satisfy all of the following criteria: The supervision experience must involve a minimum of eight (8) weeks of full-time supervision or an equivalent amount of time for one (1) semester hour of credit. Up to two (2) credits per semester of supervision may be earned based on the time involved with supervision.	The designated official or the sponsoring institution and the principal or supervisor will verify the amount of time and that supervision was successfully completed on the appropriate verification form provided by the District.

4. Additional Provisions

A. The terms of this Policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
B. 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.

C. Upon mutual agreement, this Policy may be renegotiated in whole or in part at any time during the life of this Policy.
D. 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 by the Board of Education.
E. Neither the recognized Association nor the Board of Education can refuse to renegotiate 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 teachers' annual contract year.
F. In the event of a reduction of school funds, the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations will be reactivated on economic matters related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: January 16, 2025
Adopted: June 19, 2025
Effective: August 1, 2025

Peer-to-Peer Professional Support and Learning, *Memorandum of Understanding*

The District and the Association agree that professionals in education are committed to continuous improvement through professional learning and other opportunities for growth. Continuous improvement occurs when educators are supported, feel efficacious in their work, and are encouraged to pursue opportunities that align with the District's Core Values and the educator's professional goals. Both parties believe a professional learning model developed collaboratively should result in better instruction, increased support for students, and more effective leadership which will ensure improved learning for all students. As a result, both parties agree to the following:

1. Educator Support Liaison Position
   A. A new full-time, benefit-eligible position was established for the 2023-2024 school year and will continue to be funded 50% by the District and 50% by the Association.
   B. This position will be hired by a joint committee made up of equal representation from the District and the Association. Because the Association is supporting the position financially, priority will be given to current Association members.
   C. The employee hired for this position will be released from their original assignment for the purpose of fulfilling the duties including, but not limited to, the following:
      i. Serve as a liaison among all district departments and the Association
      ii. Assess the needs of educators across the system to tailor programs that will meet their professional goals
      iii. Provide support to educators across the system for the purpose of their own professional growth
      iv. Ensure every educator has access to meaningful, relevant, and aligned professional learning opportunities
      v. Serve on the Collaborative Council of Professional Learning
      vi. Serve on the RAiSE Leadership Team as a representative of the Association
   D. This position will be evaluated jointly by a representative of the District and the Association using the Non-Teaching Licensed rubric.

2. Collaborative Council of Professional Learning

A. The District and the Association shall create a Collaborative Council of Professional Learning (CCPL) made up of equal representation from both parties. The Educator Support Liaison will also serve as an at-large member of the council.
B. The CCPL will determine and develop criteria used to approve professional learning opportunities that align with the District's Core Values and the programming needs of varying grade levels, diverse student populations, and individual schools.
C. The CCPL will make recommendations to the negotiations teams regarding how these professional learning opportunities will be eligible for Horizontal Advancement credit under Policy 4130.
    i. The CCPL should seek professional learning opportunities that are low-cost or no-cost to educators in the District.
    ii. The CCPL should encourage educators within the District to develop and offer professional learning opportunities for their colleagues.
    iii. The CCPL should support and monitor the implementation of professional learning opportunities throughout the District.
D. The CCPL will meet as needed based on mutual agreement between the District and Association to assess progress and to make updates to the negotiations teams.

Revised: March 28, 2024
Adopted: June 10, 2024
Effective: August 1, 2024

Insurance*, Policy 4044*

1. **Insurance**
   The Board of Education supports the idea that employees should be insured against personal and professional risks and in this regard will cooperate with staff members or representatives thereof in the development and administration of such a program.
   The Board of Education shall protect the staff and program against undue invasion of the school day by insurance agents by not allowing such agents to solicit employees during the school day. Principals shall not allow materials from solicitors to be placed in mail boxes of employees or in school areas where employees may assemble.
2. **Insurance/Benefits Committee**
   a. The Insurance Benefits Committee shall be established by the Superintendent, composed of one representative of each employee group of the Cherry Creek School District. Each representative may be appointed or elected by a majority vote of these employees. The Committee shall be chaired by a representative of the Human Resources department and include a representative of Fiscal Services.
   b. This Committee is charged with the responsibility of making an annual review of the District approved employee insurance plan.
   c. Following this review, the Committee shall make the annual report to the Superintendent. This report shall recommend retention of the existing program or appropriate changes.
   d. The Committee shall have the responsibility to monitor insurance coverage problems and to make procedural recommendations.

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

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

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

A. Eligibility
   All employees who are eligible for the District's insurance program according to Board policy will be eligible according to the Insurance Master Policies to purchase health coverage while on Leave of Absence.
B. Enrollment
   To continue participation while on leave, an employee must notify the Benefits Office of desired coverage(s).
C. Premiums
   Premiums for employees on leave shall be the current rates in effect.
D. Premium Collection
   1. Premiums shall be paid on a monthly basis and shall be paid to the Benefits Office.
   2. Monthly billing statements will be sent to each employee who is on an approved unpaid leave of absence and who elects to continue their health coverage.
E. Termination of Coverage
   1. An employee on leave whose payment of premium is in arrears will be dropped from coverage and may not re-enroll without successfully completing the Insurance Master Policy requirements for re-enrollment.
   2. The death of the employee on leave will cause termination of all 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 4872

A. Insurance Equity for All
   Cherry Creek Schools is committed to providing affordable and comprehensive health benefits to employees. Effective July 1, 2020, the District and negotiating groups have agreed to one shared cost rate system for full time employees (.6 FTE and above) regardless of step or employee classification. This rate structure will also have part time (.5 FTE - .59 FTE) and dual employee options. The dual employee option is for full time employees whose spouse also works full time for the District. The shared cost rate structure will make the cost of coverage more equitable across employee groups.
B. District Healthcare Insurance Contributions
   1. The District will continue to contribute to the insurance premiums for all eligible employees for the medical plans dental, and vision. The District may offer other additional plans for employees such as healthcare reimbursement, dependent care reimbursement, supplemental life insurance, critical illness, accident, etc. The total funding provided by the District will not decrease from the amount provided in the 2020-2021 school year. The District will provide the Association with an annual accounting of the District contributions, employee contributions, and total cost of benefits for the bargaining unit.
   2. Eligible employees will have the option of enrolling in the HDHP6000 and receiving dollars in the form of Health Savings Account contributions from the District. The District will fund the Health Savings Account contributions at the current level of $3000 for individuals per year/$6000 for family plans per year.

The parties agree to form a committee for the purpose of crafting a comprehensive, coherent compensation philosophy for the enactment in the 2019-2020 school year. Such committee shall have an equal number of representatives from CCSD and CCEA. In crafting such philosophy, the committee will take into consideration Policy 4141 and 4144.

C. Supplemental Benefit Plan

Effective with the 2020-2021 school year, the Supplemental Benefit Plan will cease. Some Supplemental Benefit Plan dollars had been re-directed to salary prior to the 2020-2021 school year. The $174 per month ($2,088/year) that was re-directed to salary for SSP employees on steps 1 - 3 remain included in the negotiated Salary Schedule. SSP employees on steps 20 and above who received the $174 per month as Supplemental Benefit Pay will continue to receive that pay until their separation from the District. Employees who were eligible for benefits during the 2005 – 2006 school year and continuously thereafter who received Benefit Cafeteria Cashback dollars as additional compensation during June 2020 shall receive this same amount of monthly cash back in additional monthly pay until their separation from the District.

D. Life Insurance

The District will provide at no cost, a District-approved group term life insurance plan of $75,000 for SSP employees working a fifty percent (50%) or greater contract and who have been covered under the life insurance plan for thirty-seven consecutive months or more.

E. Long-Term Disability Insurance

The District will provide at no cost, District-approved long-term disability insurance for SSP employees working a 50% or greater contract.

F. Liability Insurance

The District will provide liability insurance coverage for all Mental Health employees. The District shall provide a workshop detailing such coverage for current Mental Health employees by February 15, 1990, and, annually thereafter for new hires.

G. Additional Provisions

1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4879.
4. 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.
5. Upon mutual agreement, this Policy may be renegotiated in whole or in part at any time during the life of this Policy.
6. 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 adopted by the Board.
7. Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4879, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4879, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the SSP employees' annual contract year.
8. In the event of a reduction of school funds, the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations will be reactivated on economic matters related to teachers' and SSP employees' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: December 10, 2020
Adopted: June 23, 2021
Effective: July 1, 2021

Insurance/Benefits Committee, Memorandum of Understanding

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.

The Insurance Benefits Committee will be comprised of one representative from each employee group in the District. The committee shall meet annually to receive information from the District's Human Resources department on proposed changes to insurance and other benefits for the purpose of informing the bargaining teams. This committee will study and provide feedback to Human Resources on current and proposed benefit changes.

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 their employment, they are 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 made available on the district website through the Office of Risk Management.

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.

Proposed: May 12, 1980
Revised: April 25, 2024

Leaves of Absence, *Policy 4851*

A. **Paid Leave**
   1. **Provisions**
      a. Cherry Creek School District will follow all rules and regulations as determined by the Colorado Healthy Families and Workplace Act.
      b. At the beginning of each school year, each SSP employee will be granted thirteen (13) days, or the prorated amount based on FTE, of paid leave. Each SSP employee shall accrue unused leave from year to year of employment. Any SSP employee hired on or after July 1, 2012 shall have their accrued leave capped at one hundred (100) days. At the end of each school year, any days in excess of one hundred (100) shall be paid to the employee at the rate of $120 for every eight (8) hours of leave.
      c. Leave is not intended for recreational use or to extend holidays or any breaks/vacations. Violations could result in docked day/s at the employee's per diem.
      d. Every effort will be made by the SSP employee to notify the building principal or department at least 24 hours in advance of planned leave. Planned leave that extends more than 2 days will require prior notification to the principal or site/program administrator which will include nature and duration of the leave. Every effort will be made by the SSP employee to secure a qualified

substitute for the duration of the leave. Each SSP employee will be paid the normal rate of pay for the approved leaves.

e. When on leave of absence, 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.

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

g. The Sick Leave Bank procedures may allow a SSP employee to request and be granted days of leave for extended illness or disability in excess of the approved number of days allowed.

h. SSPs will be able to take leave in hourly increments when absent from work to care for themselves or a family member. Healthy Families and Workplace Act requires employers allow leave for the following reasons:

1. A mental or physical illness, injury, or health condition that prevents the employee from working;
2. Obtain a medical diagnosis, care, preventative care or treatment of a mental or physical illness, injury, or health condition;
3. Care for a family member who has a mental or physical illness, injury, or health condition who needs to obtain a medical diagnosis, care, or treatment of that condition, or needs to obtain preventive care;
4. Medical attention for the employee or employee's family member to recover from a mental or physical illness, injury, or health condition caused by domestic abuse, sexual assault, or criminal harassment;
5. Obtain services from a victim services organization as a result of domestic abuse, sexual assault, or criminal harassment;
6. Obtain mental health or other counseling as a result of domestic abuse, sexual assault, or criminal harassment;
7. Seek relocation due to domestic abuse, sexual assault, or criminal harassment;
8. Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or criminal harassment;
9. To care for a child whose school or place of care has closed due to a public health emergency

2. Payment for Accumulated Paid Leave

a. Eligibility Criteria

A SSP employee becomes eligible when the following criteria have been met, or when otherwise approved by the Board of Education.

1. Has been employed by the district as a full-time, benefit-eligible SSP employee in a position requiring certification for no less than ten (10) years.
2. Has submitted a written resignation from employment in the district to the Board of Education. This resignation shall be effective prior to receiving cash and/or benefits under this policy.
3. Has completed an accumulated paid leave compensation application and has submitted it to the Board of Education.

b. Payment Options for Accumulated Paid Leave

1. For SSP employees who choose to resign by completing the Retirement Application and Agreement by the February 15 deadline, this payment will be based on the SSP employee's choice of one of the following options:

ii. Option A: this payment will be equal to $105 multiplied by the retiree's number of accumulated days of paid leave.
or

iii. Option B: compensation for paid leave days in excess of thirty-five (35) days shall be at the rate of one-half the employee's highest per diem rate during the last five (5) years of employment. Per-Diem rate includes the employee's rate of pay on the salary schedule plus compensation for Special Professional Growth or Professional Growth Pathways plan, if the employee is participating.

2. For SSP employees who resign but do not retire by completing the Retirement Application and Agreement by the February 15 deadline, this payment will be based on only Option A as outlined above.

3. Upon the death of a SSP employee on active status or on Board approved leave, the district will pay the SSP employee's designated beneficiary for the SSP employee's accumulated paid leave according to Option A or B above whichever is greater.

c. Payment Schedule

Each SSP employee shall have the option to choose either a single lump sum payment or two equal payments. In no case shall payments for accumulated paid leave in excess of $25,000 be made in less than two years. SSP employees that the District placed on unpaid leave as the result of displacement and who are accessing payments for their unused paid leave may choose to have payments made in less than two years for any amount not in excess of $50,000. In either case, the SSP employee may choose to have the maximum amount paid in the first year and the remaining amount paid in the second year.

The Accumulated Paid Leave Compensation Form will be completed by the Office of Human Resources and sent to the employee.

d. Death Provisions

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

Types of Approved Leave

3. Types of Approved Leave

a. Jury Duty and Court Subpoena Leave

1. Leave will be granted to SSP employees for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the SSP employee.
2. SSP employees should notify their immediate supervisor or principal and the Office of Human Resources of this leave as soon as possible prior to the date service must be rendered.
3. Such leaves of absence will be granted with pay provided the SSP employee surrenders to the District any payment received for jury or witness fees, not including reimbursement for transportation expenses or meals.

b. Adoption, Childbirth, Fostering and Guardianship Leave

1. An employee may use up to twelve (12) consecutive weeks of leave per school year anytime within the first year of the birth or adoption of his/her/their child.

2. An employee may use up to twelve (12) consecutive weeks of leave per school year for fostering or guardianship. This leave must be taken at the time the child(ren) is placed in the employee's care. Appropriate documentation must be provided to the Office of Human Resources.

c. Personal Leave

Leave can be taken for personal use defined as required attendance for business of a personal nature, which cannot be accomplished except during the contract time. **This leave is not intended for recreational use or to extend holidays or any breaks/vacations.**

d. Bereavement, Graduation, and Wedding Leave

Leave will be granted to an employee to attend a funeral, graduation or wedding.

e. Religious Holidays

A SSP employee may be absent, with pay, on a day identified by a religious body as a religious holiday, provided the religious body has established that in order to properly observe such religious holiday no work should be performed on such day and provided the employee is an active member of such religious body.

f. Subpoenaed Witness

Any employee subpoenaed as a witness in a court case involving the Cherry Creek School District shall be granted leave with pay unless said employee is the plaintiff in the case.

g. Military Leave

1. 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.
2. 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.
3. 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.
4. A copy of the employee's orders will accompany the request for leave. The provisions of Colorado Statute shall apply.

h. Attendance at Professional Conferences/Meetings

1. All licensed personnel including the Superintendent, principals, teachers, and SSP employees will be encouraged to attend professionally recognized workshops and conferences, and to visit other schools of the district, State, and nation at district expense for the purpose of keeping abreast of current education practices.
2. Building staffs and principals will be encouraged to provide funding from the decentralized budget for that purpose.

i. Public Office Leave

SSP employees who are elected public officials may be granted leave as necessary to fulfill the duties of that office. If pay accompanies the released time, the SSP employee will turn in the pay, as is the policy for jury service.

j. Emergency Leave

When any event or circumstance at a work site, such as a natural disaster or medical quarantine, restricts an employee from reporting to work at their 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 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 their assigned building.

k. Assault and/or Battery Leave

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

For purposes of this policy, the following definitions shall apply:

1. "Assault" means any willful attempt or threat to inflict injury upon another person when coupled with an apparent present ability to do so, and any intentional display of force which would give a person reason to fear or expect immediate bodily harm.
2. "Battery" means the intentional and wrongful physical contact with a person, which may include an object, without his or her consent, which entails some bodily injury or offensive touching.

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

1. The SSP employee's conduct was within the bounds of general standards of professional behavior, the SSP employee was acting within the scope and course of their employment, and the SSP employee was not negligent.
2. The SSP employee must notify the building administrator or other appropriate administrator/supervisor as soon as possible of the occurrence and must complete a Workers' Compensation first report of injury.

The district's obligation to pay a SSP employee's full salary under this policy for assault and/or battery leave shall terminate once the SSP employee has either been released to return to work or reaches maximum medical improvement as determined by the designated treating physician. However, if the SSP employee has been released to return to work or reaches maximum medical improvement but still requires medical treatment for injuries caused by the assault and/or battery, the SSP 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 SSP 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 SSP employee'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 SSP employee to full payment of any permanent disability award granted to the SSP employee under the Workers' Compensation Act.

Extended Leaves

4. Extended Leaves

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 SSP employee upon return to employment. No leave referred to in this Policy will be considered an interruption of service.

All requests for extended leave of absence or renewals will be made in writing to the Superintendent, or designee.

a. A SSP employee whose leave does not exceed twelve 12 weeks, not including breaks, holidays, and off-track time (for 4-track SSP employees) 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 SSP employee does not interfere with ongoing athletic season or other performance schedules in which the SSP employee is directly involved.

b. A SSP employee whose leave exceeds the above time will return only at the beginning of a semester, quarter, or other natural break in the school year. Every effort will be made to return the SSP employee to the same school.
   While on extended leave without pay, if not otherwise provided for, a SSP employee 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 SSP employees are expected to make application for leaves 30 calendar days prior to the commencement of the leave. All requests for approval will be made on the prescribed form. SSP employees returning from such leave will be placed on the salary schedule at the step to which they would have been entitled prior to taking such leave based on service and paid leave completed prior to taking the unpaid leave. (See Policy 4141).

1. Extended Health (Medical) Leave

- An SSP employee who is disabled due to illness or injury may apply for an Extended Medical Leave by submitting a request for such leave together with a certificate from a licensed and recognized physician confirming the nature and extent of the disability due to illness or injury.
- Requests for medical leave will be granted for up to one (1) year when the disability is established. Extension of leave beyond that time is at the discretion of the District.
- An SSP employee on an Extended Medical Health Leave seeking an extension must submit a certificate from a licensed and recognized physician establishing the SSP employee's continuing disability.
- An SSP employee seeking to return from a medical leave, including a leave for disability reasons, must submit a certificate from a licensed and recognized physician establishing the SSP employee's fitness to perform the duties of their position.
- An SSP employee who is pregnant will be granted medical leave, due to pregnancy related disability, for any period of time when she is unable to perform the duties of her position. See Policy 4151 (Sick Leave Bank) for eligibility for paid sick leave. An SSP employee, who has recently delivered, may qualify for a Parenting Leave.
- See District Policy GBGF regarding Family Medical Leave eligibility.

2. **Parenting Leave**
   Upon written request, an SSP employee may be granted leave for the purpose of caring for children in the family. Such request must include the period of anticipated leave. In unusual circumstances, the period of leave may be extended.

   Upon request, an SSP employee adopting a child may be granted an unpaid leave commencing at the time of adoption. Said SSP employee will notify the Superintendent in writing of the desire to take such leave as soon as approval is known. Except in cases of emergency, the SSP employee will give notice 30 days prior to the date at which time the leave is to begin. Such request must include the periods of anticipated leave. In unusual circumstances the period of leave may be extended.

3. **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 SSP employee's immediate family or household, as defined in Leave Policy. The illness is subject to verification.

4. **Extended Leave under the provisions of the Family Medical Leave Act (FMLA)**
   SSP employees covered by this policy may also be entitled to leaves by virtue of the federally enacted Family Medical Leave Act. While federal law allows the district to deny leave under certain circumstances to employees who are among the highest ten percent (10%) In compensation of district employees, the District shall not invoke the highest ten percent (10%) rule to deny leave under these provisions. Upon return from leave that is solely an FMLA Leave, the SSP employee shall be returned to the school and position or positions previously held. SSP employees are encouraged to discuss the expected return from leave in advance and to make reasonable plans to return in a manner which least disrupts teaching and other activities. If the FMLA leave is extended by any other leave, the SSP employee shall be placed in accordance with the return from leave provisions in this policy.

5. **Extended Personal Leave**
   Any SSP employee, 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 SSP employee. Such leaves may be for use in advanced study. All leaves of absence will be considered by the Superintendent with recommendations to the Board. Except in unusual circumstances, extended personal leave will not be granted to SSPs in their first three years of employment with Cherry Creek Schools. All employees must make application at least one month in advance of the beginning of such leave, except in cases of hardship.

6. **Public Office Leave**
   Leave of absence without pay will be granted to a SSP employee for up to two years for the purpose of serving in public office. A SSP employee 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.

7. **Professional Development Leave**
   SSP employees will be granted a leave for advanced study or for travel resulting in the professional growth of the SSP employee, provided such travel has been part of the SSP

employee's approved Professional Growth Plan. Such leaves will not qualify the SSP employee for salary increment; however, professional growth credit may be accrued.

8. **Professional Service Leave**
   SSP employees may be granted a leave of absence for the purpose of serving in the Peace Corps, VISTA, or other such teaching experience. Upon return from such leave, the SSP employee will receive outside experience credit based on the period of service. The SSP employee will not receive more total experience credit than allowed under Policy 4141.

9. **Other Teaching Leave**
   SSP employees may be granted a leave of absence for the purpose of working in an environment that offers them a unique cultural experience. American schools overseas may be considered. The following conditions will be observed:
   - Leave will be granted for one and may be extended for one additional year.
   - Credit on the salary schedule and/or professional growth credit, as per Policy 4130, will be given.

10. **Professional Organization Leave**
    Leave of absence without pay shall be granted to a SSP employee, for the term of the SSP employee'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 SSP employee 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.

Sick Leave Bank, *Policy 4151.2*

A. Introduction
   The purpose of the Sick Leave Bank ("SLB") is to provide for limited income continuation in conjunction with other benefit plans in case of extended absences due to disability resulting from illness or injury, that renders the member incapable of working.

B. Membership
   1. Initial Enrollment
      a. All employees whose pay is determined by the Mental Health Employees' salary schedule (Mental Health Employees, mental health team members, and nurses) will be eligible to join the Sick Leave Bank.
      b. All new employees whose pay is determined by the Mental Health Employees' salary schedule will be members of the Sick Leave Bank and will be assessed one (1) day of sick leave upon being hired.
   2. Re-Enrollment
      Any eligible employees who wish to join the Sick Leave Bank after their first year of eligibility must contribute three (3) days upon joining. Such election may only be made once each year within thirty (30) contracted calendar days of the commencement of that employee's school year, using the appropriate forms. The three (3) required days of sick leave shall be contributed from their sick leave upon enrollment in the Sick Leave Bank.
   3. Contributed Days
      Days contributed or assessed become part of the Sick Leave Bank and are deducted from the individual member's sick leave. The District will provide the Sick leave Bank Board ("SLBB") through its contact person with an updated list of members of the SLB once after the September payroll (but not later than the first Friday in October) and once after the January payroll (but not

later than the first Friday in February). These lists will note the names and worksite of members dropped and/or added. If necessary, the SLB through its contact person may contact the District representative from the Office of Human Resources to the SLB to verify the membership of a SLB applicant.

4. Dropping Membership
   A member may terminate membership in the Sick Leave Bank by completing the required form, available online (Backyard>Human Resources>Forms). However, the days contributed by the member may not be withdrawn.

C. Sick Leave Bank Procedural Guidelines

1. Governance
   Operation and administration of this Sick Leave Bank will be by the Sick Leave Bank Board. This board will consist of five (5) voting members appointed by the Association and one (1) nonvoting member from the Office of Human Resources. A minimum of three (3) voting members must be present in order to conduct business.

2. Operation & Administration
   a. Annually, CCEA and the SLBB will notify the Office of Human Resources of the name and contact information for a contact person for the SLBB.
   b. The SLBB will collect and manage data provided by CCSD related to sick leave bank requests and the granting of days.
   c. After receiving a request for days from the SLB, the SLBB will verify the employee's SLB membership and determine the appropriate number of days of leave the member will be eligible to receive. The District member from the Office of Human Resources will provide appropriate information to the Benefits Office.
   d. Questions and/or concerns related to the operation and administration of the SLB will be dealt with by the SLBB.
   e. The minimum number of days in the bank will be five hundred (500).
   f. Should the number of days available drop below the minimum, the Sick Leave Bank Board will take necessary action to raise the balance above the minimum. The Sick Leave Bank Board will have the authority to assess an additional day(s) from each member. Days will be assessed in increments of one (1) additional day of current or accumulated sick leave from each member.
      1. Inability to contribute, within a school year, will not prohibit an individual from being a member for the remainder of that school year unless the member affirmatively drops membership in the bank.
      2. Any members who were unable to contribute the assessed day(s) and who did not affirmatively drop membership in the bank will have the assessed day(s) deducted from their current or accumulated sick leave during the following school year.
      3. No new member of the sick leave bank shall have more than one (1) day deducted from their current / accumulated sick leave during the year they joined the sick leave bank.
   g. If an assessment is deemed necessary, all members will be provided an opportunity to terminate their membership prior to the assessed day(s) being deducted from their sick leave.
   h. The Board will publicize once each year a summary sick leave bank usage.
   i. Any release time necessary for the Sick Leave Bank Board to complete their responsibilities will be deducted from the Association's leave as per Policy 4135.
   j. If the Sick Leave Bank Board feels that the bank cannot be funded adequately with the present membership or a more suitable plan is found, the Sick Leave Bank Board can vote to terminate the bank.

1. For twelve (12) months after termination of the sick leave bank without the establishment of an alternate plan, members will be allowed to utilize up to thirty (30) contract days of leave at a rate of pay equal to their per diem, less the cost of the substitute if all of their leave days are exhausted and they are on an extended absence due to disability resulting from illness or injury, that renders them incapable of working. This option ceases to be available whenever an alternate plan is adopted during the 12-month period.
2. If the Sick Leave Bank is terminated, days remaining on the bank's records will be cancelled. Days will not be returned to members of the Sick Leave Bank.

k. The above listed procedures will be reviewed at least once each year.

l. The Sick Leave Bank will establish its own operating procedures within the above listed guidelines.

D. Granting of Days

The term "day" is defined as a full contractual workday. Days may be granted from the bank only after the member requesting leave bank days has used all his/her current and accumulated sick leave.

1. The first two (2) days of leave after the member has exhausted his/her own sick leave will not be covered by the bank.
2. At the member's request, the two (2) deduct days at per diem may be spread over two (2) pay periods.
3. Upon acceptance by the LTD carrier, the two (2) deduct days will be reimbursed to the member.
4. When a member becomes eligible to receive benefits from the district approved LTD program; the member will no longer be eligible to receive sick leave days from the bank. (Eligibility for LTD begins sixty (60) calendar days from date of disability resulting from illness or injury that renders the member incapable of working.)
5. Days from the Sick Leave Bank will not be granted for the following:
   a. Non-contracted days for the member requesting days.
   b. Days beyond the school year in which the request for days is received (this provision may be waived by action of the Sick Leave Bank Board.)
   c. Days in which any compensation is available to the member from any other benefit plan.
6. Coincident with approval of days by the Sick Leave Bank Board, the approved number of days will be deducted from the bank.
7. All days granted from the bank, but not used by the member, will be restored to the bank.
8. The Board will consider requests for less than full days of disability when the following three (3) conditions are met:
   a. The partial days follow a period of full days of total disability verified by a physician's statement; and
   b. The member is engaged in a rehabilitation/recovery program directed by a licensed physician; and
   c. The member's supervisor and/or building principal approves a partial return to work.
9. Any and all information furnished to the SLBB will be kept confidential. To ensure confidentiality, each year the members of the Sick Leave Bank Board will sign confidentiality agreements. Any information provided will be used by the SLBB to determine eligibility for sick leave bank benefits and will be aggregated for distribution in an annual summary of sick leave bank usage to members of the SLB, and reasonable efforts will be made to ensure that the report does not include information that may identify individual applicants.
10. To ensure confidentiality, the SLBB will determine whether non-SLBB members may attend their meetings. Normally, meetings will be closed to ensure confidentiality of SLB members when the Board is discussing specific applications.

E. Maximums/Minimums
   1. No more than forty-five (45) contractual days per diem may be granted to any member in any single contract year.
   2. No more than two (2) deduct days per diem will be assessed any member in any single contract year.
   3. If the balance of days in the Sick Leave Bank drops to five hundred (500) or below, members being granted days will continue to receive days.
   4. All new applications to the Sick Leave Bank will be put on hold until the Board takes action to alleviate the situation. (E-3 above)
   5. If the bank's balance should reach zero (0), all days will cease to be granted, as the bank cannot operate in a deficit.

F. Application Process

   The term "day" is defined as a full contractual workday, days will be approved for extended illness and/or disability of a member only. Days will not be granted for a member to care for someone else who is ill or disabled.

   The member must make application for use of days to the Sick Leave Bank Board any time prior to but within sixty (60) calendar days after the member returns to work. The Board will not consider applications submitted at a time outside these limits.

   1. The Sick Leave Bank Board will consider only those requests, which include all of the following materials.
      a. A completed long-term disability form that includes a licensed physician's verification that the illness and/or disability is total and renders the employee incapable of working.
      b. A leave of absence form.
      c. A Sick Leave Bank application form.
   2. The Sick Leave Bank Board will have the authority to request additional information, including a request to the Superintendent to use Policy 4147 (Physical/Mental Examination.)

G. Additional Provisions
   1. The terms of this Policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
   2. If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
   3. Upon 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 by the Board.
   5. Neither the recognized Association nor the Board can refuse to renegotiate 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 Mental Health Employees' annual contract year.

Revised: April 25, 2024
Adopted: June 10, 2024
Effective: August 1, 2024

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 their position or the facilities of the District to promote political objectives.

As a protection to the District from persons who may desire to use the schools for the purpose of disseminating political propaganda, no written materials shall be circulated or posted on school property without the approval of the building principal.
Copies of all materials referred to in the foregoing paragraph, receiving the approval of the building principal, shall be filed with the Superintendent of Schools.

Proposed: January 12, 1988
Adopted: February 9, 1988

Organizational Membership, *Policy 4013*

No contract or other employment arrangement executed or made by and between the School District and employee shall require, by inference or otherwise, that said employee pay dues or belong to any group or organization.

Proposed: May 12, 1980
Adopted: June 9, 1980

Athletic Attendance, *Policy 4043*

All District personnel will present their District/School issued photo ID at home games of athletic contests for the employee and one guest to enter for free. This does not include any post-season games.

Revised: April 22, 2014
Adopted: June 15, 2015
Effective: July 1, 2014

Physical and Mental Examinations and Alcohol and Controlled Substance Testing,
Policy 4047

Employees of the Cherry Creek School District are subject to physical and mental examinations and alcohol and controlled substances testing prior to and during employment. The following provisions of this policy set forth the circumstances and conditions when such examinations and testing will be required:

A. Physical Examination - All Employees

After recommendation for employment but before employment commences, candidates for employment may be required to take and pass such physical and mental examinations as may be prescribed by the District. Results of such examinations shall be reported on forms provided by the school district, or forms acceptable to the school district, and shall be filed in the Office of Human Resources. All examinations shall be at the sole cost and expense of the candidate.

B. Required Examination During Employment - All Employees

1. The Superintendent or designee may require any employee within the District to submit to a physical or mental examination, when he/she has reasonable suspicion to believe:
   (a) the welfare of the employee, students or other employees justifies such examination; or
   (b) that the employee's ability to perform his or her duties is impaired due to physical or mental reasons.

   The District will pay the cost of the examination which shall be conducted by a physician of the District's choice. However, in the event the employee desires to utilize a personal physician, subject to the approval of the Superintendent or designee, to satisfy the employee's examination requirement, the employee may do so, provided the examination can be conducted within such time as may be reasonably required by the District. In such event, the private physician will be paid, by the District, an amount equal to the amount usually and customarily paid by the District to the physician selected by it. Following the examination, a written report shall be issued by the physician.
2. As a condition of continued employment with the District, all employees consent to a chemical test of their blood, urine or breath upon request of the Superintendent or designee. This test shall be ordered in the event the Superintendent or designee has reasonable suspicion to believe that the employee is under the influence of alcohol or drugs, or in the event of a reasonable suspicion that the employee's ability to perform his or her duties is impaired by the use of alcohol or drugs. The employee will be allowed up to thirty minutes to obtain representation of their choice. Any such tests shall be conducted at any hospital, clinic, or facility properly equipped to administer such tests and shall be performed by any doctor, nurse or technician properly qualified to administer such tests. The employee may not select the physician or technician to administer the tests. All such tests shall be paid for by the District. The term drugs, as used herein, shall include, but not be limited to, those substances defined in CR5. 12-22-30 1 et. seq., known as the Colorado Controlled Substance Act of 1981.
   (a) The failure or refusal of an employee to submit to any test required in paragraph 2 above, or to submit to and obtain the examinations required in paragraph 1 above, shall constitute insubordination, and shall result in:
      (1) immediate suspension without pay, except as required by Colorado Statute, and,
      (2) termination of employment being recommended to the Board of Education.
3. Alcohol and Controlled Substance (Drugs) Testing for Commercial Driver's License (CDL) Employees
   (a) The Omnibus Transportation Employee Testing Act of 1991 (the "ACT") and Department of Transportation rules, procedures and regulations (the "Regulations") require that the District conduct pre-employment/pre-duty, random, reasonable suspicion, post-accident, return to duty and follow-up testing of all District employees required to obtain a Commercial Driver's License ("CDL").
   (b) All alcohol and controlled substance testing performed under and pursuant to this Section C, will be conducted in accordance with federal regulations, the Act and procedures adopted by the District.
      (1) Controlled substance testing will be conducted by means of a urine specimen collected and

tested by a laboratory certified by the U.S. Department of Health and Human Services.

(2) Alcohol testing will be conducted using an evidential breath-testing device.

(3) Employees will not be entitled to have testing performed at a location or by an individual or facility other than that designated by the District. However, a split sample of the urine test for controlled substances will be available for the employee pursuant to District policy and federal regulations in the event the sample tested is confirmed positive.

(4) An employee may not refuse to submit to alcohol and/or controlled substance testing under this Section C. Refusal shall result in immediate suspension of employment without pay and recommendation of termination to the Board,

C. The required testing under this Section C will be conducted at the District's expense and as follows:

1. Pre-employment testing shall be administered to all applicants offered a position in the District requiring a CDL prior to the first time the employee performs any safety-sensitive functions for the District.
2. Random alcohol testing shall be conducted at any time period surrounding the performance of safety-related functions, which includes just before or just after the employee performs the safety-related function. Random controlled substance testing shall be performed anytime while the employee is at work.
3. Reasonable suspicion testing will be conducted of any employee when a determination and observation is made by a trained supervisor and he has a reasonable suspicion to believe any employee has violated the District's policies and/or federal regulations relating to alcohol or controlled substance use or possession.
4. Post-accident testing will be conducted on any employee involved in an accident which results in the loss of human life or if the employee receives a citation for a moving traffic violation arising out of an accident.
5. Return to duty testing will be required prior to an employee being reinstated, if at all, after an employee has tested positive for prohibited alcohol concentration levels or the presence of a controlled substance and after the employee has undergone an evaluation by a substance abuse professional except as noted in No. 6 below.

6 Follow-up testing will be required of any employee identified by a substance abuse professional as needing assistance in resolving problems with alcohol misuse or controlled substance use and who has returned to duty.

D. Records of all tests will be maintained and kept confidential in accordance with District procedures and federal regulations.

E. All affected employees and employee organizations will be provided with educational materials which explain the requirements of this Section C, the District procedures and federal regulations related thereto.

F. The District encourages all employees with any alcohol abuse or controlled substance use to seek assistance through a Substance Abuse Professional (SAP) and will provide employees lists of individuals and organizations providing this service. Unless otherwise provided by law or District policy, the District is not required to provide rehabilitation, pay for substance abuse treatment or to reinstate an employee terminated for violations of District policy rebating to the use or possession of alcohol or controlled substances.

G. Any employee who is determined, as the result of any of the required alcohol or controlled substance testing, to have violated any District policy relating to the use of possession of alcohol or controlled substances shall, consistent with state and federal law and District policies, be subject to disciplinary action, including termination of employment.

Revised: December 12, 1994
Adopted: January 9, 1995

Communicable or Life-Threatening Diseases, *Administrative Procedure 4047.2*

A. Purpose

This procedure establishes a mutually-beneficial process between an ill employee and the District to insure that the health or safety of the employee, students and other employees is protected.

B. Identification of Ill Employees

Employees affected by a communicable or life-threatening disease or illness may be identified through self-report, or on the basis of the District having a reasonable belief that a staff member is ill. Reasonable belief would exist in, but is not limited to, situations where the employee's health is observed to be deteriorating to the point of interfering with the performance of their 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 Chief Human Resources Officer. The Chief Human Resources Officer or their 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 Chief Human Resources Officer 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 Chief Human Resources Officer. 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 their assignment;
3. The impact of continued employment on the affected employee, students and others in the work place;
4. Consideration of "reasonable accommodations" in the employment of the affected employee pursuant to Section 504 of the Rehabilitation Act when applicable, and
5. Input and recommendations from public health officials and others.

   Recommendations will be submitted to the Superintendent of Schools for review and action.

E. Return to Duty

If an ill staff member is determined to be fit for continued duty, the supervisor will be informed of the employee's medical condition, the reasonable accommodations/precautions, if any, to be observed in the work setting, and any other factors that would warrant the reconsideration of continued duty. A regular schedule of medical examinations or evaluations for continued employment may be required.

F. Termination of Employment

If a staff member is determined to be unfit for continued duty, he/she will be entitled to the use of accumulated paid sick leave, sick leave bank provisions (if applicable), and medical leave of absence as outlined in district policy. After all leave options are exhausted and the employee is still not deemed fit to resume duties, employment will be terminated by the employee's resignation or retirement, or by Board of Education action including initiation of dismissal proceedings under applicable Colorado Statute or District policies subject to the usual appeals by the employee.

G. Confidentiality

All information gained by the District through the application of this procedure, including the identity of an employee, will be treated as confidential except as necessary to implement this procedure. Information will not be released publicly by officials of the school district without the written consent of the affected employee. The adoption of this procedure does not create any right claim or cause of action against the District or its employees where such right claim or cause of action does not otherwise exist in the absence hereof

Approved by Superintendent, Jim S. Huge, June 13, 1988

Drug-Free Workplace, *Policy 4048*

The unlawful manufacture, possession, use or distribution of illicit drugs, as defined by law, marijuana, and alcohol on school district premises or as part of any of the school district activities is specifically prohibited.

Observance of this policy is mandatory and a condition of employment. A violation shall subject the employee to appropriate disciplinary sanctions (consistent with local, state and federal law), including suspension and up to and including termination of employment and referral to the appropriate law enforcement agency for prosecution. A disciplinary sanction may include completion of an appropriate rehabilitation program.

Drug and alcohol counseling and rehabilitation and re-entry programs may be available through the District. The District encourages affected employees to seek assistance.

Each employee will be provided with a copy of this policy which sets forth the expected standards of conduct and the disciplinary sanctions which may be imposed as a result of a violation of this policy.

Pursuant to the provisions of federal law, any employee who is convicted of or pleads guilty or nolo contendere (no contest) to any criminal drug statute for a violation occurring in the workplace, shall notify the Superintendent or his designee within five days after the conviction. The District has the obligation and shall notify the appropriate Federal agency within 10 days after receiving notice of such conviction or plea if there is a relationship between federal funds received by the District and the convicted employee's work site.

The Board of Education shall conduct a biennial review of its drug and alcohol abuse prevention programs to determine the programs' effectiveness, to implement required changes if necessary, and to insure that disciplinary sanctions are consistently enforced.

Proposed: June 28, 2013
Adopted: August 12, 2013
Effective: July 1, 2013

Physical/Mental Examination, *Policy 4147*

a. <u>Pre-Employment Examination</u>

As a condition precedent to the recommendation for employment, or under the appropriate circumstances after recommendation for employment, but before employment commences, the candidate for employment will take and pass such physical and mental examinations as may be prescribed by the District. Results of the examinations will be reported on forms provided by the District, or forms acceptable to the District, and will be filed in the Office of Human Resources. All pre employment examinations will be at the sole cost and expense of the candidate.

b. <u>Required Examination During Employment</u>

The Superintendent or designee may require any employee within the District to submit to a physical or mental examination when they have reasonable cause to believe:

1. The health or safety of the employee, students or other employees is jeopardized due to physical or mental reasons; or
2. The employee's behavior indicates that the employee's ability to perform their duties is impaired due to physical or mental reasons.

Prior to required examinations, the District will in writing notify the employee by:

1. providing a copy of this policy;
2. informing them of their right to representation at any meeting in which possible physical or mental examination requirements are going to be discussed;
3. informing the employee that the results of any such required examinations (whether confirming or failing to confirm the basis for the required examination) shall remain in the employee's health file with the District (except as noted in administrative procedure 4147.1) subject to the following provision. If the written report fails to confirm the basis for the required examination, the District will remove from its files the evaluation report except those parts deemed by the district to document the physician's conclusions and recommendation. Such information will be filed in a health file maintained by the Office of Human Resources and will not be subject to review except as permitted by law.

Any such physical/mental examinations so required by the District will be paid for by the District, and any leave required for such examination will be with full pay with no deduction from the teacher's sick leave or general leave.

The examination will be conducted by a physician of the District's choice. In the event the employee desires to utilize a personal physician, subject to the approval of the Superintendent or designee, to satisfy the employee's examination requirement, the employee may do so, provided the examination can be conducted within such time as may be reasonably required by the District. If approval is not granted, the Superintendent or designee, will provide the reason to the teacher. Following the examination, a written report will be issued by the physician to the employee and District stating the physical and/or mental condition of the employee as it relates to Sections B-1 or B-2 above.

c. <u>Additional Provisions</u>

The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.

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.

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

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 by the Board.

Neither the recognized Association nor the Board can refuse to renegotiate 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 the section) through the remainder of teachers' annual contract year.

Revised: April 25, 2024
Adopted: June 10, 2024
Effective: August 1, 2024

Physical/Mental Examinations - Drug/Alcohol Screening, *Policy 4147.1*

If a teacher is required to submit to an examination for a blood or urine test according to Policy 4147, the following steps should be taken:

1. Immediate notification, by the supervisor, of the concern to the teacher.
2. Immediate notification, by the supervisor, of the concern to the Office of Human Resources.
3. Because time is a critical factor, the teacher will be allowed up to thirty minutes to obtain representation. If extenuating conditions can be shown to exist, a reasonable amount of time beyond the thirty minutes will be allowed for the teacher to obtain representation.
4. The District has made special arrangements with certain healthcare providers to insure that any required exam or test will protect the integrity of the teacher and deliver accurate results. A urine or blood test may be part of the examination.
5. Test results will be provided to the District as required by the Policy. It is the expectation of the District that a teacher's system be free of drugs and/or alcohol while at work.
6. If the written report indicates no physical problem per this procedure, the District will remove from the employee's personnel file all communications, reports, forms, etc., concerning the required examination, unless the employee requests otherwise.
7. Failure on the teacher's part to participate in this process when required may constitute insubordination and may result in disciplinary action up to and including termination.

Approved by Superintendent Jim Huge, December 12, 1988