



Dedicated to Excellence
CherryCreekSchools

Paraeducator Association of Cherry Creek (PACC)
Negotiated Agreement

2026-2027

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Association Information

Recognition

The Board of Education recognizes the Paraeducator Association of Cherry Creek, an affiliate of the Colorado Education Association and National Education 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. This provision shall include persons who are on an authorized leave of absence.

Notwithstanding any other provision of this Agreement, the parties agree that the Association shall continue as the sole and exclusive bargaining agent and representative of the bargaining unit as provided for by this Agreement and for such additional time as may be mutually extended by the parties or under law.

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.

Exclusive Representation:

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

If through the election process above, the Paraeducator Association of Cherry Creek is not retained as the sole and exclusive representative of the negotiating unit, the Negotiated Agreement for Para Educators, shall terminate as of the date recognition is lost.

Payroll Deductions for Membership Dues

1. The District will provide payroll deduction for membership dues for members of the Association.
2. Such payroll deductions will be continuous from year to year for those bargaining unit members who have signed a continuing membership application and payroll deduction authorization form. Bargaining unit members must notify the Association by August 31 of the following contract year to withdraw their request for payroll deductions.
3. Each year, the Association will notify the District prior to September 1 of the current rate of membership dues. The Association will submit a list of new members to the District Payroll Office prior to the 3rd of each month for dues to be deducted from that new member's payroll that month. The Association is responsible for the accuracy of new member information provided to the District Payroll Office. Upon request, the District will provide to the Association, a complete list of bargaining unit members and a list of bargaining unit members for whom dues are being deducted.

Bargaining Unit Composition

The Bargaining Unit shall consist of the following employee classifications:

- Audiology Technician
- Behavior Regulation Technician
- Instructional Para Educator
- Library Technician
- Moderate Needs Para Educator
- Music Programs Technician
- School Support Para Educator
- Severe Needs Para Educator
- Technology Support
- Technology Technician
- Transition Program Para Educator
- Vision Technician

Printing / Distribution of Negotiated Agreement

If copies are printed by the District, the Association may request copies and will reimburse the District at a mutually agreed upon amount. The agreement shall also be posted on the district's website and shared electronically with all employees.

Facilities and Employee Access

- A. The Association will have the right to visit schools with the understanding that CCSD Board Policy: KI-R will be followed. The Association will coordinate visits with the offices of the principal ahead of time for approval of the date(s) of the visits and will check in with the principal when they arrive at the school(s). These visits will not impact the operations and educational functions of the building(s).
- B. Building administrators may make space available for meetings of the Paraeducator Association of Cherry Creek.
- C. The Association will have access to bargaining unit members during district or employee group-specific training opportunities (e.g., Classified Connect) for a reasonable period of time. This may include a meet and greet and an optional meal for bargaining unit members to be invited to belong to the Association. Access will be coordinated with the CCSD Office of Human Resources.
- D. The Association shall have the privilege of using bulletin board or other reasonable space in the employee lounge where notices of Association business may be posted.

Employee Rights/Responsibilities

Just Cause

- A. Key components of Just Cause: The District and Association agree to adhere to the seven tests of just cause in disciplinary procedures for bargaining unit members.
- B. Representation
 - 1. Any bargaining unit member required to attend a meeting or hearing with their building or program administrator or the Office of Human Resources where the outcome could negatively affect their employment will receive written notice of the reason. The member has the right to bring an association representative to advise or represent them. Meetings should be scheduled at a time that allows the member to secure representation. This does not prevent normal conferences or conversations between members and administrators.

2. If the meeting is of an immediate and urgent nature, the employee will be given a reasonable amount of time to find their representative. If alleged employee conduct results in the employee being put on administrative leave for investigation purposes, the district may place the employee on leave without a representative as long as due process or an interview is not completed. If a due process meeting or interview is to be completed the employee has the ability to arrange for representation and additional time may be allowed to secure that representation.

C. Disciplinary Procedures

1. Bargaining unit members are subject to progressive discipline based on performance and/or conduct concerns. Bargaining unit members are expected to follow all CCSD District and School Board Policies. No bargaining unit member shall be disciplined or adversely affected without just cause and due process. Performance concerns contained in a bargaining unit member's evaluation may be considered evidence of performance concerns.
2. A progressive discipline procedure is established to promote uniform and consistent discipline. The building or program administrator must work with the Office of Human Resources in addressing employee discipline. Failure to follow the CCSD Board Policies and the Negotiated Agreement for Paraeducators may result in one of the following disciplinary actions:

Written notice of verbal counseling
Written warning
Written reprimand
Termination of employment

Nothing herein requires an escalation in disciplinary steps when repeating or returning to a lower step is deemed appropriate. Severe conduct or violation of District or Board policy or law may warrant immediate escalation of disciplinary action up to and including termination.

3. Notice: As soon as practicable following discovery or receipt of allegations, an employee will receive notification. Suspected severe violations of District policies, procedures, expectations and negotiated agreement may result in immediate administrative leave with pay pending investigation. If an investigation needs to occur, it is the responsibility of the employee to communicate with administration for updates. During investigations that place an employee on administrative leave, the Office of Human Resources will communicate with the employee.

D. Investigative Process:

1. Duration: Any investigation shall be completed as expeditiously as possible.
2. Administrative Leave: Administrative leave should only be used when necessary to protect the students or staff or to conduct an appropriate investigation. Administrative leave is not a punitive action. Any bargaining unit member placed on administrative leave shall have the following rights and protections.

All administrative leave for the purpose of investigation of a potentially disciplinary nature shall be paid and all benefits shall continue for the duration of the administrative leave. If the district determines that grounds for ending or changing pay and/or benefits exist, they must notify the bargaining unit member in writing prior to any change in pay or benefits.

When the Office of Human Resources places a bargaining unit member on paid administrative leave, the individual should, when feasible, be informed of the reason for the leave of absence, ideally during a meeting. If a bargaining unit member is placed on administrative leave with pay,

that 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.

The bargaining unit member and/or the Association may request an update and the expected date of completion of the investigation and/or leave.

3. Conclusion of Investigation: Upon completion of the investigation, an investigation report and/or disciplinary document shall be completed and presented to the employee within five (5) working days.
4. Reply: Every bargaining unit member has the right to respond to allegations that may lead to disciplinary action in a due process meeting before the decision to issue discipline is made. The bargaining unit member shall have the right to submit a written response to any document filed in their official District personnel file. The bargaining unit member’s written response, if any, shall be attached to all copies of the document to which it pertains.

E. Employee Personnel Files

1. A bargaining unit member’s personnel file shall be limited to contain documents germane to their employment by the District. There will be only one official file maintained by the Office of Human Resources.
2. A bargaining unit member, upon written request, shall have the right to review the contents of their personnel file. A bargaining unit member may request copies of any documents contained in such files to be produced within no more than three (3) workdays absent extenuating circumstances.
3. No material derogatory to a bargaining unit member’s conduct, service, character, or personality shall be placed in such file unless the bargaining unit member has been given the opportunity to review such material. The bargaining unit member shall have the right to file a written reply to such materials. Such reply shall be attached to the material to which it pertains.
4. Except for records required to be maintained by applicable law, the bargaining unit member shall have the right to petition the district in writing for the removal of derogatory material after one (1) year. If the District denies the petition for removal, grounds for the denial must be put in writing and submitted to the individual requesting removal.
5. Unless otherwise required by law, a bargaining unit member’s personnel file is solely accessible to the individual bargaining unit member or any individual authorized in writing by the bargaining unit member, the Superintendent or Superintendent’s designee, and the Office of Human Resources.

Memorandum of Understanding Solutions Based Leadership (SBL)

The District and the Association agree to support and participate in Solutions-Based Leadership (SBL) as a process for the first informal step of the grievance process. PACC leadership will attend the CCEA-CCSD SBL professional development in the fall of 2026 (not to exceed more than one-half day). This will be considered association leave and for the 2026-2027 school year only, covered by the District. This will help inform negotiations going forward to develop a Solutions-Based Leadership process that works for paraeducators and the district.

Grievance Procedure

A. Definitions

1. A “grievant” will mean a party who has standing to initiate a grievance and meets one of the following criteria:
 - a. A bargaining unit member or their representative on their behalf, or
 - b. a group of bargaining unit members 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 alleging that there has been a violation or inequitable application of any of the provisions of policies, administrative procedures, negotiated agreements, or law; or
 - b. will mean a written complaint alleging that a bargaining unit member has been treated inequitably by reason of any act or condition, which is contrary to established Board policy or practice governing or affecting bargaining unit members, and
 - c. will refer only to matters in which the Board has authority to act.
3. “Days” refers to regularly-scheduled workdays for the grieving party or parties 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 bargaining unit member 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 school calendar 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 themselves, or
 - b. request that the Association's Representative attend any meetings with them to provide advice or to speak on their behalf, or
 - c. request the Association represent them 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 building or program administrator.
 - a. The grievant has the right to file a grievance within the deadline even if an informal conference has not been held.
 - b. If an informal conference is held after the deadline for filing (see C(2) above), the bargaining unit member may file the grievance within seven (7) days after the informal conference.
 - c. The Solutions-Based Leadership process will serve as the preferred method for an informal conference when possible.
3. Level One: If not resolved through the informal conference, the grievant may file the grievance in writing with the building or program administrator using the mutually agreed upon Grievance Form. 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 building or program administrator to process a grievance at Level One and provide the grievant and their representative a written response using the Grievance Form will be seven (7) days. The seven-day period will begin when the building or program administrator 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 Chief Human Resources Officer (CHRO). This appeal must be submitted within seven (7) days following receipt of the written response rendered by the building or program administrator, 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-Assigned Administrator responsible for handling grievances, ("Level Two Administrator"), will represent the Superintendent at Level Two of the grievance procedure.
 - b. Within two days, of its receipt, the District will provide the Association President with copies of any grievances filed at Level Two (including the Level One Grievance Form and the Level One 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 Association of the date and time for the Level Two hearing, and the Association 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).
 - 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 an Association representative, 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 the Association, 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 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. 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 District and the Association.
 - 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 Association 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 following 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. 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 hearing, however evidence discovered within 15 days of the hearing may be used as long as it is disclosed to the other party as soon as practicable and mutually agreed upon 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. Miscellaneous Provisions

- 1. No reprisals will be taken against any person involved in any way in the grievance procedure by reason of such participation.
- 2. A class-action grievance may be filed by:
 - a. An aggrieved group of bargaining unit members 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) days

following the act or condition that is the basis of the grievance and the grievance shall begin at Level Two. The grievance procedures 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 file(s)/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 building or program administrator(s) of such bargaining unit member(s) will be notified, and they will be released without loss of pay for such time as attendance is required. If substitutes are needed, the cost will be shared equally by the Association 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. Any provision of this grievance procedure may be modified if the parties mutually agree to do so. Such agreement(s) should be in writing.

Safety and Training

The district and association will create a Joint Committee to include members of the District and the PACC to assess and prioritize onboarding processes and training needs and procedures for the paraeducators group.

The district and the association are committed to high level diversity work. As this is a value, both parties agree that paraeducators shall have access to the district's diversity training.

The district and the association agree that paraeducators having integral information necessary to their roles is needed for consistency and continuity. Both agree that paraeducators should have an initial meeting with building administration and/or department chair to put forth core competencies for the position.

The district and the association know the importance of paraeducators having specific details of the students they support each and every day. At the direction of the building administrator and the immediate supervisor, Severe Needs paraeducators should have access to core components of a student's IEP. These documents could include, IEP goals/objectives, Functional Behavioral Assessment (FBA) summary statements, Behavior Intervention Plans (BIP). This information should be updated regularly in accordance with IDEA and shared with pertinent team members.

A joint committee to discuss paraeducator concerns, safety issues and working conditions for severe needs paraeducators will occur every other month throughout the school year with representation from PACC leadership, Special Education and Human Resources.

Employment Information

Definitions

The term “Classified Employee” is applied to employees who are, in most positions, not required to hold a certificate or a letter of authorization as a prerequisite to obtain or keep their job.

Full-Time Employee

An employee normally scheduled to work at least 40 hours per workweek (Monday – Sunday). Full-time employees work 8 hours per day and at least 230 days/year. Employees working .6 – 1.0 FTE are eligible for full time benefits.

Two 15-minute breaks are allowed daily. The daily half-hour lunch period is not included in the workday. There is a difference between not being afforded a thirty-minute uninterrupted, duty-free lunch period and choosing to not take a lunch break. Not taking a lunch break, without supervisor request/approval, may result in disciplinary action. Hours and days of work shall be established by the supervisor.

Part-Time Employee

An employee normally scheduled to work less than forty hours per workweek (Monday – Sunday). Part-time employees working .5 - .59 FTE are eligible for part time benefits. Those who work more than five hours per day are allowed two 15-minute breaks daily. Those who work five hours or less each day will be allowed one 15-minute break daily. The daily half-hour lunch period is not included in the workday. There is a difference between not being afforded a thirty-minute uninterrupted, duty-free lunch period and choosing to not take a lunch break. Not taking a lunch break, without supervisor request/approval, may result in disciplinary action. Hours and days of work shall be established by the supervisor.

Hours, breaks, lunches and extra regular pay

Hours and days of work will be discussed with paraeducators and established by their supervisor. Those who work more than five hours per day are allowed two 15-minute breaks daily. Those who work five hours or less each day will be allowed one 15-minute break daily. The daily half-hour lunch period is not paid but must be taken during the middle of the shift, not at the beginning or end of the workday. Bargaining unit members who, due to the necessities of the job and student safety, miss their lunch and instead work during that time, including eating with students, will be provided with flex time (within one week), or be paid (for extra regular time). Flex time shall be the preferred method of accounting for missed lunches or additional supervision duties.

Any flex time or extra regular time required for supervision of students should have approval from line managers. Conversations, either orally or in writing, between line managers and bargaining unit members should occur for any extra regular time.

Some examples of time that may require flex time or be paid as extra regular pay include but are not limited to:

1. Paraeducators with students waiting for a late transportation.
2. Paraeducators having to give up their lunch because there are not enough staff to safely educate students.
3. Additional assignments from building or district leadership.

Job Descriptions

General areas of responsibility are set forth in the applicable job descriptions available on the Cherry Creek schools website. Significant changes in Paraeducator job descriptions and/or additional Paraeducator job descriptions contemplated by the District shall be discussed by the District and an official representative of the Association.

Discussions shall take place early enough in the District's decision-making process so that suggestions by the PACC may be considered by the District.

New positions will be established upon approval by the appropriate District Leadership Team. The classification and job description of the new position will be based upon an analysis of information provided by supervisors, existing District positions and appropriate market comparisons. A new position that has overlapping responsibilities or competencies of existing bargaining unit position(s) will also follow the process above.

Transfer Procedure

- A. When a vacancy occurs the principal or department supervisor will have the option of filling that vacancy by transferring an employee within the building or department without utilizing the Classified Transfer Procedure provided the employee remains within the same position, pay grade and classification. Vacancies that remain unfilled must follow the job posting procedures as determined by the Office of Human Resources.
- B. When a classified position becomes available within the District, a bargaining unit employee will be given serious consideration. In order that this may be realized, all bargaining unit employees must follow the procedure as listed. Please use the following transfer procedure to assure consideration of in-District bargaining unit employees in filling all vacancies.

Step 1: The Office of Human Resources will post vacancies as soon as possible after receipt and approval of the requisition request. The job requisition will be posted on the District's website for a period of eight (8) calendar days. Emergency requisitions requiring a shorter timeframe due to student needs may be implemented with notice to PACC leadership.

Step 2: Those interested in specific transfer opportunities must submit an online internal job application no later than 4:00 p.m. on the closing date of the posting.

- 1. Internal jobs are available on the District's website.
- 2. Upon request an employee could use a computer at their worksite or at the Office of Human Resources to submit an online application.
- 3. The Office of Human Resources will electronically acknowledge receipt of the online job application.

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

Step 4: The administrator, or designee, will consider all applicants for a job requisition and select applicants for interviews based on their qualifications for the job application.

Step 5: Within thirty (30) calendar days, the building administrator, or designee, must make a decision to:

- 1. Recommend a candidate to fill the job requisition, or
- 2. Cancel the job requisition
- 3. Request the Office of Human Resources to repost the job requisition or position.
- 4. At the request of the Chief Human Resources Officer, or designee, the thirty (30) day period may be extended to accommodate unusual circumstances. We recognize the fact that informal communication between administrators and potential applicants may occur in an effort to secure the most highly qualified staff possible. This should not, however, interfere with serious consideration of all in-District job applications.

Mid-year Reassignment

Any time during the school year that paraeducators need to be assigned is considered Mid-Year Reassignment. Reassignment should be thoughtful, student focused and offer employees continued employment. What triggers reassignment is a qualitative assessment of student need. Paraeducator positions are employment for the school year with the district. Prior to reassignment PACC leadership will be notified and the district or building administration will have in person meetings with paraeducators at the building to facilitate the reassignment. Paraeducators that are reassigned shall keep their FTE or may be increased for the current school year.

Year to Year Reassignment

When reductions or changes in staffing at the building level must take place, there will be equal consideration of student need, length of continuous employment, distance from worksite/ means of transportation, ability, skill and efficiency.

If positions are available, paraeducators will be given every opportunity for open positions within the district.

Evaluations

Supervisors will complete assigned evaluations no later than June 30. Employees, with the exception of those new to the District or new to their position, will be evaluated once per year. Employees new to the District or new to their position will be evaluated twice, the first evaluation will take place during the 60-day probationary period. The supervisor will review the evaluation with the employee. The employee's signature on the evaluation indicates only that the employee is familiar with the contents. If the employee desires, a written response/rebuttal may be attached to the evaluation. The District-approved form will be used for evaluation. Employees will have access to an electronic copy of the evaluation by June 30.

Memorandum of Understanding, Paraeducators Association of Cherry Creek and Cherry Creek Public Schools regarding Evaluation

This memorandum of understanding creates a process to discuss performance evaluation for Paraeducators in Cherry Creek Schools. PACC leadership and the district will each appoint two representatives to discuss evaluation topics during the 2026-2027 school year, develop potential language and report to the negotiations committee by December 15 of 2026.

Absences/Leaves/Holidays

Leave Usage and Accrual

Leave will be accrued at a rate of one hour for every fifteen (15) hours worked and may be accumulated to an unlimited number. This number shall include previously accumulated leave from another benefits eligible position. Leave is paid at the employee's base pay rate at the time of the absence. It does not include overtime or any special forms of compensation such as supplemental assignments, incentives, stipends, or differentials.

Leave may be used for illness of the employee/the employee's family, health appointments, or personal business. Leave is not intended for recreational use or to extend holidays or any breaks/vacations. Violation could result in docked days at the employee's per diem. Leave must be scheduled with an employee's immediate supervisor no less than 24 hours in advance, except in the case of illness or emergencies. Leave must be reported in Oracle by the employee. The District may request a doctor's note, in the case of illness, after four consecutive days of missed work. Employees may take leave in quarter hour increments. Leave should be scheduled to interfere as little as possible with normal operation of business and to avoid excessive workloads for other employees during peak periods.

Attendance and Punctuality

All employees are expected to be on time and ready to work their scheduled shift. Absenteeism, early departures, and late arrivals burden the department/school and fellow employees. It may be necessary for you to be absent occasionally; it is important that absences be kept to a minimum. Excessive absenteeism is not acceptable and may result in progressive discipline up to and including termination.

Employees are expected to take care of personal affairs and obligations at a time other than during working hours. If it is necessary to be off for personal convenience, prior approval must be received from the employee's immediate supervisor. Prior to absence approval or denial, the supervisor will take into consideration the operational needs of the site/department/school.

Employees who are going to be absent or late must contact their supervisor as soon as possible prior to the start of their shift. Leaving messages with other employees or on voice mail is not acceptable. Absences must be reported in Oracle.

Failure to call in when absent for two days or shifts may lead to termination. This applies to not adhering to the established procedures for reporting absences as specified by your department, school, or worksite.

Types of Approved Leave

Cherry Creek School District will follow all rules and regulations as determined by the Colorado Healthy Families and Workplace Act.

Military Leave

Employees granted a military leave of absence are re-employed and paid in accordance with the laws governing veteran's re-employment rights.

The employee shall be granted leave for up to fifteen days of active duty for training in any year. Leave shall be granted with pay if the military duty for training takes place during an employee's regular assigned work time. Wages shall be paid by the military while on training leave and shall be reimbursed to the District up to that amount which equals the employee's normal wage for the day(s) in question.

Should the amount paid by the military exceed the employee's normal wage paid by the District, the employee may keep such excess.

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.

Domestic Abuse Leave

Employees subject to domestic abuse may be eligible for a leave of absence. Please see the Benefits Department for more information.

Jury Duty

The District recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted leave to perform their duty as a juror with pay. Such sums as shall be paid by the court shall be forwarded to the District if jury duty occurs on a scheduled work day. If the employee is excused from jury duty during their regular work hours, they are expected to report to work promptly. The employee shall supply juror service certificate and amount of compensation.

Subpoena Duty

The District recognizes subpoenas related to current or previous Cherry Creek School District employees or students as a civic responsibility. When subpoenaed, an employee, will be granted leave to perform the duty unless said employee is the plaintiff in the case. If the employee is released during their regular work hours, they are expected to report to work promptly.

Voting

Voting is an important responsibility we all assume as citizens. We encourage employees to exercise their voting rights in all municipal, state, and federal elections. Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for employees to arrive late or leave work early to vote in any election, employees should arrange with their supervisor no later than the day prior to Election Day.

FMLA (Family and Medical Leave)

The District provides up to 12 weeks of unpaid, job-protected leave to eligible employees. For information or to seek FMLA coverage, contact the CCSD Benefits Department or visit the Benefit Office webpage on the District Website.

Eligibility Requirements

Employees are eligible for FMLA if they have worked for Cherry Creek School District for at least 12 months, at least 1,250 hours over the past 12 months.

Long-Term Leave

A long-term leave may be granted by the Board of Education for more than 12 weeks, not to exceed 12 months, for injury, ill health, or other reasons as approved by the Board of Education. For information or to seek a long-term leave, contact the CCSD Benefits Department or visit the Benefit Office webpage on the District Website.

A certificate from a licensed and recognized physician will be required of any employee making application for a leave on account of health.

Unused Leave Payout upon Separation

Following separation for resignation or retirement and after ten years of continuous service in a benefit eligible, classified position, an employee will be compensated at one-half of the employee's rate of pay at the time of separation for accumulated, unused leave. A written resignation must be submitted and be in effect before any payment of accumulated, unused leave will be processed.

Each classified employee shall have the option to choose how to receive payment for accumulated leave.

Leave payouts may be paid in one payment in the month following the employee's separation or death. Or the balance can be divided in half and paid out as two equal annual payments on the first of the month after separation and the next January of the following calendar year

Following the death of a current employee, provided they have completed ten years of continuous service in a benefit eligible classified position, the employee's designated beneficiary would receive payment equal to one-half of the employee's rate of pay at the time of death for accumulated, unused leave.

Example:

Rate of Pay at Separation or Death: \$25 per hour Accumulated, unused
leave balance: 50 hours

$\$25/2$ (half of rate of pay) = $\$12.50 \times 50$ hours leave balance = $\$625^*$

*Compensation is subject to applicable taxes and fees

Paid Holidays

Benefit-eligible employees will be eligible for holiday compensation when the employee works their scheduled shift the day prior and the day after the holiday, unless taking time-off preapproved by their immediate supervisor. Compensation for the paid holiday is based on the number of daily hours assigned to the employee. Holiday hours will not result in overtime and will be compensated at the employee's regular hourly rate. Employees are required to enter their holiday hours themselves and must input the hours within the correct pay period. When a holiday falls on a Saturday, it may be observed on the preceding Friday. When the holiday falls on a Sunday, it may be observed on the following Monday. If a holiday falls at a time when an employee cannot be released, the day may be granted at a later date depending on employee group.

Conventional School Year Employees (August - May)

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Day after Christmas

Paraeducators who hold an Extended School Year (ESY) position may be eligible for holiday pay for Juneteenth and Independence Day based on the above conditions.

Insurance

Group Insurance

For information about health, dental, vision, etc. insurance available to employees contact the CCSD Benefits Department or visit the Benefit Office webpage on the District Website.

Life Insurance

For information about life insurance available to employees contact the CCSD Benefits Department or visit the Benefit Office webpage on the District Website.

Long-Term Disability Insurance

The District will provide, at no cost to the benefit eligible employee, a District-approved long term disability insurance. Visit the Benefit Office webpage on the District Website for information.

Other 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. Supervisors shall not allow materials from solicitors to be placed in mailboxes of employees or in school areas where employees may assemble.

Workers' Compensation

Visit the Risk Management webpage of the District website for Worker's Compensation Information.

Insurance/Benefits Committee

The Cherry Creek School District benefits office, District leadership and representatives from all employee groups maintain a District Insurance Committee to provide a mechanism to manage the District's insurance plans for the benefit of all benefit eligible employees. The Insurance Benefits Committee may be established by the superintendent, composed of one representative of each employee group of the Cherry Creek School District. The Committee shall be chaired by a representative of the Human Resources Department and include a representative of Fiscal Services.

This Committee may receive information from the District's benefits and/or District leadership on proposed changes to insurance and benefits. This committee will study, provide feedback, and make recommendations to District leadership and the Board of Education on current and proposed benefit changes.

Sick Leave Bank

A. Introduction

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

B. Membership

1. Initial Enrollment

All classified employees who earn leave will be eligible to join the Sick Leave Bank after one year of employment in an eligible group. All eligible employees with one year of employment or more will be automatically enrolled on their anniversary date unless they have declined/opted-out in writing. When an employee is enrolled, they will contribute 8 hours of sick leave to the bank.

2. Re-Enrollment

Any eligible employees who wish to join the Sick Leave Bank after their first year of eligibility will contribute two (2) days upon joining. Such membership may only be made during the month of October using the appropriate forms. The two (2) required days of leave shall be donated from their account upon enrollment in the Sick Leave Bank.

3. Contributed Days

Days contributed or assessed become part of the bank and no longer count toward the individual member's current or accumulated sick leave.

4. Dropping Membership

A member may terminate membership in the Sick Leave Bank by completing the required form available on the Human Resources Benefits webpage. However, the days contributed by the member may not be withdrawn.

C. Sick Leave Bank Operation/Procedural Guidelines

1. Governance

Daily operation of this bank will be by the Benefits Office in the Office of Human Resources who will determine eligibility and usage of the bank. The CEC will oversee administration of total hours and hours used.

2. Operation

- a. The minimum number of days in the bank will be one hundred and fifty (150).
- b. Should the number of days drop below the minimum, necessary action will be taken to raise the balance above the minimum. Days will be assessed in increments of one (1) additional day of current or accumulated leave from each member.
 - i. Inability to contribute, within a school year, will not prohibit individuals from being a member for the remainder of that school year unless the member affirmatively drops membership in the bank.
 - ii. 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.
- c. If the Sick Leave Bank is terminated, days remaining on the bank's records will be cancelled. Days will not be returned to the members of the Sick Leave Bank.
- d. This administrative procedure will be reviewed at least once each year.

D. Maximums / Minimums

1. A member in any single rolling year may be granted up to 45 days.
2. Any member will be assessed up to two (2) deduct days at per diem in connection with an application or illness in any single year.
3. If the balance of days in the Sick Leave Bank drops to one hundred and fifty (150) or below, members being granted days will continue to receive days. All new applications to the Sick Leave Bank will be put on hold until the CEC takes action to alleviate the situation. If the balance should reach zero (0) all days will cease to be granted, as the bank cannot operate in a deficit.

E. Granting of Days / Application Process

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

1. The first two (2) days of leave after the member has exhausted his/her accumulated leave will not be covered by the bank.
2. Upon acceptance by the LTD carrier, the two (2) deduct days will be reimbursed to the member.
3. When a member becomes eligible to receive benefits from the district approved LTD program; the member will no longer be eligible to receive days from the Sick Leave 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).
4. Days from the Sick Leave Bank 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.
5. Application for use of days must be made by the member to the Benefits Office in the Office of Human Resources any time prior to needing the days but not later than 60 calendar days after the member returns to work. Applications submitted at a time outside these limits will not be considered. Requests should include all of the following:

- a. A licensed physician's verification that the illness or disability is total and renders the employee incapable of working.
 - b. A medical leave of absence.
 - c. A Sick Leave Bank application form. This form is available on the Benefits website.
- 6. The Benefits Office will have the authority to request additional information, including a request to the Superintendent to pursue a physical/mental examination.
- 7. Coincident with approval of days, the approved number of days will be deducted from the Bank. All days granted from the bank, but not used, will be restored to the bank.
- 8. Requests for less than full days of disability will be considered when:
 - a. The member is engaged in a rehabilitation/recovery program directed by a licensed physician; and
 - b. The member's supervisor and/or building principal has approved a partial return to work.
- 9. A member who uses days from the bank will not be required to repay such days except as a regular contributing member of the bank.
- 10. A representative of the Office of Human Resources will maintain a current record of days contributed and days used.

2026-2027 PACC Compensation MOU

The District and PACC agree to the following compensation for the 2026-2027 school year, effective July 1, 2026.

For the 2026-2027 school year, there will be a 1.25% increase for existing Para Educator employees.

If a 1.25% increase places an employee beyond their position's 2026-2027 pay range maximum, the employee will receive a comparable percentage increase to reach the pay range maximum and an additional one-time payment to equate to the total increase of 1.25%. Any one-time lump sum payments will be paid in September 2026.

2026-2027 Pay Ranges

RANGE	MINIMUM	MIDPOINT	MAXIMUM
ESP05	\$18.57	\$22.93	\$27.29
ESP06	\$19.63	\$24.23	\$28.83
ESP07	\$20.67	\$25.52	\$30.37

The District and the Association agree to form a Compensation Committee, comprised of equal representation from both parties, which will convene as early as August to study potential cost-saving strategies that may enable a retention bonus for benefit-eligible bargaining unit members and for moving bargaining unit members from the 50th percentile to the 75th percentile.

If anticipated federal funds are significantly reduced in the 2026-2027 school year, the Board of Education could trigger a "fiscal exigency" which would render this MOU null and void pending further negotiations between the District and the PACC.

Created: May 13, 2026

Adopted: June 8, 2026

Effective: July 1, 2026

COMPENSATION

Time Reporting

Employees are responsible for submitting their time worked to their supervisor on a predetermined basis for approval and timely submittal for payroll purposes. It is important that these records are accurate and complete. Employees in a non-exempt position are expected to submit accurate and complete time records reflecting all hours worked. Falsification of time records will result in immediate dismissal.

Employees who also choose to keep personal time records must provide them to the District if they find a discrepancy between the District's records and their records. Employees should contact their supervisor or payroll specialist with any questions about how their pay is calculated. Employees must promptly notify their supervisors or payroll specialist of any mistakes in their time records or pay. Employees also must notify Human Resources if they perceive that anyone is interfering with their ability to record their time accurately and completely. All reports will be investigated and appropriate corrective action will be taken. The District will not tolerate retaliation against employees for making a report or participating in an investigation.

Payday

Employees are paid on the 10th of each month. If a payday occurs on a holiday or weekend, the payday is the last working day prior to the holiday or weekend. On each payday, employees may access an online statement showing gross pay, deductions, and net pay.

Automatic deductions such as additional tax withholding, contributions to voluntary benefits plans, and individual savings plans may be arranged through Payroll. For convenience purposes, we encourage paychecks to be automatically deposited to the employee's bank account of choice.

Additional Pay

Additional pay is any extra pay on top of base pay awarded to an employee. It is not guaranteed or rolled into base pay.

Overtime

Employees in a non-exempt position are eligible for paid overtime at one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek (Monday to Sunday), twelve (12) hours per workday, or twelve (12) consecutive hours without regard to the starting and ending time of the workday. The 40-hour workweek will not include time taken as personal leave or approved district holidays that occur during the workweek. Time worked above and beyond the employee's work schedule must be pre-approved by their supervisor. Failure to receive pre-approval for overtime will be considered a performance concern, and disciplinary action may be taken. Time worked in excess of scheduled hours and taken in the same week is defined as flex time.

Longevity Pay

The following Classified employee longevity pay will be granted to eligible employees as additional salary, to be paid in a lump sum the month of their anniversary date. This will not be included in base pay. Years of service must be continuous in a benefit eligible position with Cherry Creek School District. The employee must work 120 days or more during each year of service to be eligible for longevity.

COMPLETED YEARS OF SERVICE	ANNUAL PAYMENT
10	\$600.00
11	\$700.00
12	\$700.00
13	\$800.00
14	\$800.00
15	\$1,000.00
16	\$1,000.00
17	\$1,100.00
18	\$1,100.00
19	\$2,000.00
20	\$2,200.00
21+	\$2,200.00

Travel Reimbursement

On the recommendation of the Superintendent, the Board of Education shall authorize the payment of traveling expenses. Payment at the official District rate per mile shall be made for any employee or member of the Board of Education while conducting official District business. Claims for payment shall be made in the manner prescribed by the Superintendent acting in accordance with established State funding requirements.

Closure – (Site/District)

When the Superintendent or designee closes all schools, offices, and facilities for any reason (e.g. snowstorm or other emergency), to staff and/or students and programs, all eligible employees may be compensated. Each employee's immediate supervisor may designate those individuals who shall work on day(s) when locations are closed due to adverse weather conditions or emergency situations. The Board of Education may reschedule workdays not held through a revision of work calendars.

Professional Growth

Classified staff are encouraged to participate in approved professional growth activities. The Cherry Creek Board of Education shall provide each fiscal year the sum of \$42,500.00 to be used by classified staff, applying for funds, to defray the cost of such activities. This fund will be closed at the end of each fiscal year with any remaining funds returned to the General Fund. Temporary classified personnel will not be eligible for funds. The Classified Employee Council reserves the right to make the final decision on approval of funds. The Office of Human Resources will act in an advisory capacity in approval of fund expenditures.

1. Goals/Aims

The Professional Growth Policy provides for classified staff to participate in professional growth activities, and to assist individuals with the cost of professional growth experiences that relate to classified staff job descriptions. Professional growth will add to our District value of improving the organization continuously and should be documented in the employee's yearly evaluation. These funds should be utilized to provide the greatest benefit to all classified staff. The goals/aims are to:

- a) Encourage individuals to keep current with changes in the technology of the school business world and explore new methods of school business operations.
 - b) Stimulate learning and encourage individuals to upgrade their skills, gain new skills, and/or refine techniques to enable them to prepare for increased responsibilities.
2. Application Process – Individual
- a) An individual may apply for professional growth funds at any time during the school year, July 1 through June 15.
 - b) To receive reimbursement, the professional growth activity must meet at least one of the goals/aims listed above.
 - c) An individual may not be reimbursed for more than \$500 in any given school year (exclusive of a group sponsored professional growth experience). Funds are available on a first-come, first-served basis.
 - d) Request Procedure: All requests must be submitted in Oracle. If submitted prior to taking the course, provide a course prospectus or outline. If submitted following course completion, provide a copy of course prospectus or outline, verification of payment, and evidence of satisfactory completion.
 - e) Courses under \$25 each should be combined, where possible, and classes submitted together.
 - f) Classes that meet during normal work hours must have approval of the individual's immediate supervisor prior to application.
3. Approval Process – Classified Employee Council
- a) The Committee will review the professional growth balance monthly.
 - b) The Council will determine a meeting place and time for the purpose of considering professional growth requests.
 - c) The Committee may not grant more than \$500 to an individual in any fiscal year for professional growth activities covered under this procedure exclusive of group sponsored professional growth activities.
 - d) Applications will be processed on a first come first served basis until all funds are depleted. Preapproval of funds may be granted to reserve funds for classes that occur/are completed late in the year. If a class is cancelled or the employee does not pursue taking the class, notification must be provided to Human Resources in order to release those funds for other use.
 - e) If there are sufficient funds, they may be used for speakers, films, rental of space and other related expenses necessary to conduct group sponsored professional growth activities.
 - f) The Committee may also grant up to \$500 per fiscal year to an individual classified employee to sponsor group professional growth activities of primary interest to his or her department or to other classified employees having similar positions. All classified employees must be invited and most of the attendees must be classified employees. Reimbursement is similar to individual professional growth. The \$500 limit does not reduce the amount the sponsoring classified employee may spend on his or her own individual professional growth.

General Information

Payment for Damages to Personal Property

The District recognizes that losses to personal property occasionally occur in spite of the exercise of reasonable precautions. Accordingly, if losses as described below occur, and the District finds the employee acted prudently, the District will pay an amount up to \$250.00 per occurrence (“amount allowed”), and not to exceed \$50,000 in the District aggregate per fiscal year, to be paid either to the bargaining unit member 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 72 hours of notice of the occurrence of loss, a description of how the loss occurred and a statement about what precautions against the loss were taken, and proof that an insurance claim was filed or a statement that coverage is not available.

1. **Personal Assault:** In the event an employee, while acting within the scope of 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 bargaining unit member the allowed amount to repair or replace the item(s), provided such damage or destruction is not the result of the employee’s negligence.
2. **Stolen Personal Items:** The District will reimburse the employee the allowed amount for wallets/purses, outerwear and briefcases and contents, if appropriate, which are stolen while on school grounds.
3. **Stolen/Damaged Personal Property Used for Instruction:** The District will reimburse the employee the allowed amount for stolen or damaged personal property used for instructional purposes at school.
4. **Damaged Property – Automobiles:** The District will pay the allowed amount toward the insurance deductible for automobile damage due to vandalism providing the employee was acting within the scope of their employment.

Space for Personal Property

Suitable space for reasonable personal effects, such as purses or bags, should be available reasonably near each employee’s office, classroom, or workspace based on the layout of the school building. In the event an employee brings a larger personal item for use at work, specific security arrangements could be made with the building administrator if there is not adequate secure space in or near the employee’s work area.

District and Other Equipment and Technology

1. When employees are issued or entrusted with District “electronic communication devices” (ECDs) which include but not limited to: cell/smart phones, walkie-talkies, and any other telecommunications devices that emit, receive or store digital information, displays a message (e.g. computers, iPads or other tablet devices, etc.), and electronic entertainment devices like electronic games . The District agrees to not hold employees responsible for lost or damaged equipment and/or ECDs when the employee’s actions have been prudent.
2. When an employee, in reasonably carrying out building, worksite or District policy or procedure utilizes or takes control of student ECDs as defined in the section above, the District will not hold the employee responsible for loss of or damage to the student’s ECDs when the employee’s actions in the matter have been prudent and consistent with policy or procedure.

Activity Tickets

All District employees will present their District/School issued photo ID at home games of athletic contests for the employee and accompanying immediate family to enter for free. Does not include post-season games.

Child Abuse & Neglect Reporting

Colorado law requires all school employees to follow the law around mandatory reporting requirements. For more information, visit the “Mandatory Reporting” page located in the CCSD Backyard page of my.cherrycreek.

Organizational Membership

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.

Political Activities

Except as provided in Colorado statute no employee of the Cherry Creek School District shall use his/her position or the facilities of the District to promote political objectives.

As a protection to the District from persons who may desire to use the schools for the purpose of disseminating political propaganda, no written materials shall be circulated or posted on school property without the approval of the building principal.

Copies of all materials referred to in the foregoing paragraph, receiving the approval of the building principal, shall be filed with the Superintendent of Schools.

Publication of Articles

All employees are encouraged to submit original articles for publication. Manuscripts deal with programs of the Cherry Creek School District shall be reviewed and approved by the Superintendent or designee.

Communicable or Life-Threatening Diseases

A. Purpose

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

B. Identification of Ill Employees

Employees affected by a communicable or life-threatening disease or illness may be identified through self-report, or on the basis of the District having a reasonable belief that a staff member is ill. Reasonable belief would exist in, but is not limited to, situations where the employee's health is observed to be deteriorating to the point of interfering with the performance of his/her duties, the employee displays persistent physical symptoms of illness, where the District becomes aware of a diagnosis of such an illness or disease, or where there is other reasonable evidence of the existence of such disease.

If a supervisor has been informed or has reasonable cause to believe that an employee is affected by a communicable or life-threatening disease or illness, the supervisor will immediately notify the Chief Human Resources Officer. The Chief Human Resources Officer or his/her designee may confer with, but not limited to, the supervisor, the Executive Director of Instruction for that school, the staff member, and the Superintendent of Schools for determination of fitness as provided in Section D below.

C. Verification of Illness or Disease

The 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 his/her assignment;
3. The impact of continued employment on the affected employee, students and others in the work place;
4. Consideration of "reasonable accommodations" in the employment of the affected employee pursuant to Section 504 of the Rehabilitation Act when applicable, and
5. Input and recommendations from public health officials and others.

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

E. Return to Duty

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

F. Termination of Employment

If a staff member is determined to be unfit for continued duty, he/she will be entitled to the use of accumulated paid 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.

Drug Free Workplace

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 ensure that disciplinary sanctions are consistently enforced.

Smoking/Tobacco Use

It is the District's objective to provide a smoke and tobacco free environment. Smoking and the use of tobacco is prohibited within all areas of the building and on District property. This restriction applies to all employees, contractors, and visitors, at all times, including non-business hours.

Physical and Mental Examination and Alcohol and Controlled Substance Testing

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 District, or forms acceptable to the 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 school district to submit to a physical or mental examination, when he/she has reasonable suspicion to believe:
 - a. The welfare of the employee, students or other employees justifies such examination; or
 - b. That the employee's ability to perform his or her duties is impaired due to physical or mental reasons.

The 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 the District. 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/her duties is impaired by the use of alcohol or drugs. The employee will be allowed up to thirty minutes to obtain representation of his/her choice. Any such tests shall be conducted at any hospital, clinic, or facility properly equipped to administer such tests and shall be performed by any doctor, nurse or technician properly qualified to administer such tests. The employee may not select the physician or technician to administer the tests. All such tests shall be paid for by the District. The term drugs, as used herein, shall include, but not be limited to, those substances defined in CR5. 12-22-30 1 et. seq., known as the Colorado Controlled Substance Act of 1981.
 - a. The failure or refusal of an employee to submit to any test required in paragraph 2 above, or to submit to and obtain the examinations required in paragraph 1 above, shall constitute insubordination, and shall result in:
 - i. Immediate suspension without pay, except as required by Colorado Statute, and,
 - ii. 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.
 - i. 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.
 - ii. Alcohol testing will be conducted using an evidential breath-testing device.
 - iii. 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.
 - iv. 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 they have 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 relating 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 or 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.