



*Dedicated to Excellence*  
CherryCreekSchools

# **Bus Drivers 2018 – 2019 SY**

## **Negotiated Agreement**

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# Association Information

## **Drivers' Association, Policy 4535**

### **1. Recognition**

- (a) The Cherry Creek Board of Education will appoint administrative representatives to meet with the elected representatives of the Cherry Creek Transportation Employees' Association, C.E.A., N.E.A. (Representing Bus Drivers), upon all questions arising between them. The Association fully agrees that, within its ability, its members shall render faithful service in their respective positions as outlined in the policies of the Board; will cooperate with the management of the Board of Education in the efficient operation of the system in accordance with the policies, administrative procedures, administrative guidelines, rules, regulations and operating conditions as announced by the Board of Education; and will cooperate and assist in fostering cordial relations between the Board of Education and the public.
- (b) The Cherry Creek Transportation Employees' Association, C.E.A., N.E.A. is recognized as the negotiating representative of the bus drivers in respect to wages and fringe benefits. Nothing in the bus driver's policies shall be construed to preclude the Board of Education from conferring with any employee or employee organization in the matter of policies.
- (c) If 30% of the bus drivers petition the Board of Education to change bargaining agents (within 60 days prior to June 1 of the year in which the previously-agreed-upon salary range expires, as contained in Policy 4541), the Board and the Cherry Creek Transportation Employees Association, C.E.A., N.E.A. shall hold a representative election. This election shall take place within 15 days after receipt of the above-mentioned petition.

Representatives of the Board, the Cherry Creek Transportation Employees' Association, C.E.A., N.E.A., and the petitioning organization shall meet and agree upon a neutral third party to serve as an election judge. If the parties fail to select an election judge, the American Arbitration Association shall be requested to provide a list of names who could serve.

The party petitioning the Board shall strike the first name, the Cherry Creek Transportation Employees' Association, C.E.A., N.E.A. shall strike a second name, and the Board shall strike a third name. This process shall be repeated until only one name remains. This person will be asked to serve as election judge.

The election shall be to determine one of the following:

- (1) To retain the Cherry Creek Transportation Employees' Association, C.E.A., N.E.A. as the bargaining agent.
- (2) To elect a new bargaining agent.
- (3) To decertify the Cherry Creek Transportation Employees' Association, C.E.A., N.E.A. and have no organization serve as bargaining agent.

- d. A majority of those voting will determine the outcome of the election. Cost of the election will be shared by the petitioning group and the Cherry Creek Transportation Employees' Association, C.E.A., N.E.A.
- e. The intent of the Cherry Creek Transportation Employees' Association, C.E.A., N.E.A., is to select the Coalition of Classified Employees as their representative concerning all matters affecting their common insurance benefits.

The Cherry Creek Transportation Employees' Association, C.E.A., N.E.A., has agreed to the by-laws of the Coalition of Classified Employees and will notify the Cherry Creek Board of Education of their formal selection at least 30 days prior to negotiations. Upon receipt of notification, the Cherry Creek Board of Education will recognize the Coalition of Classified Employees for said purpose.

Should the Coalition of Classified Employees cease to exist, all bargaining rights for insurance benefits will revert to the Cherry Creek Transportation Employees' Association, C.E.A., N.E.A.

2. Payroll Deduction

Upon written authorization of a bus driver, a payroll deduction for dues from the pay of each member of the Cherry Creek Transportation Employees' Association, C.E.A., N.E.A. shall be made every month and forwarded to the Financial Secretary-Treasurer of the Association.

3. Authority

The Cherry Creek Transportation Employees' Association, C.E.A., N.E.A. recognizes the authority of the Cherry Creek Board of Education in all matters concerning the District; and agrees that it will not in any way interfere with, or limit the right of, the Board of Education to discharge or discipline its employees for proper or sufficient cause. All disciplinary documents remaining in the employee's file longer than two years will be removed at the employee's request except when retention is required by law.

The Cherry Creek Transportation Employees' Association, C.E.A., N.E.A. shall have the privilege of placing a bulletin board in the drivers' lounge where notices of Association business may be posted.

The Director of Cherry Creek Transportation shall make available space for meetings of the Cherry Creek Transportation Employees Association at the Transportation site.

4. Communication

The representatives for the Cherry Creek Transportation Employees' Association, C.E.A., N.E.A. and the Director of Transportation will meet on a prearranged day of each month unless both parties agree not to meet.

5. Visitation

The employer agrees that employees' organization representatives shall have reasonable access to the premises upon request and approval from the Director of Transportation.

6. Recreation

In accordance with current Board Policy and Administrative Procedures, the CCTEA may utilize district-owned facilities for off-duty recreational activities.

7. Association Functions

A delegation of Cherry Creek Transportation Employees Association officers, Executive Board members and/or members appointed by the Association president will be allowed to attend local, state and national Association functions when such numbers will not adversely impact the operation of the Transportation Department. The president or designees shall be allowed to attend any Association function. The District will not compensate attendees for this time off.

8. Partnership

The Association and District are committed to work together in collaboration on opportunities to better the Transportation Department and resolve issues in a timely fashion. This partnership will serve the mission of both the Transportation Department and the Association through a collaborative partnership. To facilitate this commitment:

- a. The Association President and Director of Transportation shall meet monthly to discuss issues either party brings forward.
- b. CCTEA leaders, as designated by the President, and Transportation Department Staff, as designated by the Director, shall meet quarterly. Additional meetings may be held upon the request of either party.
- c. Meetings may be cancelled or rescheduled upon mutual agreement.
- d. CCTEA representatives and Terminal Manager will work together to address and resolve terminal-specific issues in a timely, collaborative manner.
- e. CCTEA will have access to new hires during new hire training for a reasonable period of time that may include a meet and greet and an optional lunch for new hires to be invited to belong to the Association.

**Driver Rights and Responsibilities / Disciplinary Procedures, Policy 4534**

1. Driver Responsibilities

It is the responsibility of each driver to perform his/her job responsibilities in a manner consistent with District/Bus Driver policies, procedures and expectations.

2. Disciplinary Procedures

A progressive discipline procedure is established to promote uniform and consistent discipline. Performance and attendance infractions will be documented independently. No employee shall be disciplined or adversely affected without just cause. Failure to follow District and/or Departmental policies, procedures or expectations may result in the following disciplinary action:

- a. Written notice of verbal counseling
- b. Written reprimand
- c. Final written reprimand
- d. Termination of employment

Suspected severe violations of District policies, procedures and expectations could result in immediate administrative leave with pay pending investigation. In the event that it becomes necessary to terminate a bus driver, written notice shall be given at the time of, or within five (5) working days, after such action.

3. Community Complaint of a Driver's Performance

- a. If during the school year, management receives complaint(s) against a driver, management will notify the driver of the complaint(s) and will log these complaint(s) outside of the bus driver's personnel file. Prior to a manager/supervisor placing the complaint against a driver in the driver's evaluation report or personnel file, the manager/supervisor shall document, investigate and substantiate the complaint(s).
- b. Upon completion of the investigation, or if a pattern of complaints continues, management will meet with the driver regarding the complaint(s).
- c. When the complaint(s) is/are found to be valid, appropriate disciplinary action will follow.
- d. A driver may make a written response, which shall be attached to and become part of the original complaint.

4. Representation

When a driver is required to meet with management and the meeting is of a disciplinary-nature; management will inform the driver of the meeting time and the nature of the meeting. The driver may have up to two (2) persons attend the meeting as witnesses/representatives, a total of three (3). These persons may either be District employees or representatives from the bargaining unit. The manager conducting the meeting may also have up to two (2) persons mutually agreed to by the parties to the action; additional witnesses/representatives may be allowed.

If the meeting is of an immediate and urgent nature, the driver will be given up to one (1) hour to find their witnesses/representatives.

Revised: April 18, 2013  
Adopted: August 12, 2013  
Effective: July 1, 2013

**Grievance Procedure, Policy 4536**

1. Definition



A grievance shall mean a complaint by a bus driver or bus drivers concerning a violation, a misinterpretation or misunderstanding of policies governing bus drivers including that which is contained in the School Bus Drivers' Handbook.

## 2. Procedures

**Informal** A grievance will first be discussed with the Terminal Manager with the objective of resolving the matter informally. The Terminal Manager will hold a meeting with the bus driver within five (5) working days of receiving written notice of the grievance. This notice will be time and date stamped upon receipt to indicate the start of the five (5) days. The Terminal Manager will provide the aggrieved party with a written answer to the grievance within five (5) working days after the meeting. Such answer shall include the reasons upon which the decision was based. The bus driver and manager shall each be entitled to representation as described in 4534(4).

**Level I** If the bus driver is not satisfied with the disposition of his/her grievance at the informal level, he/she may file a written grievance with the Transportation Director within five (5) working days. This notice will be time and date stamped upon receipt to indicate the start of the five (5) days. The Director will hold a meeting with the bus driver within five (5) working days of receiving the written grievance. The bus driver and Director shall each be entitled to representation as described in 4534(4).

The Transportation Director will provide the aggrieved party with a written answer to the grievance within five (5) working days after the meeting. Such answer shall include the reasons upon which the decision was based.

**Level II** In the event the bus driver is not satisfied with the response in Level I, the grievant may request, in writing, a hearing with the Assistant Superintendent of Human Resources, or designee, within five (5) working days of the response resulting from Level I. This notice will be time and date stamped upon receipt to indicate the start of the five (5) days. The Assistant Superintendent of Human Resources, or designee, will contact the grievant within five (5) working days of receiving notice of the appeal of the Level I decision in order to schedule the Level II meeting. The Level II meeting will be held within thirty (30) working days of this contact. Extension of time may be granted by mutual consent. The bus driver and Assistant Superintendent of Human Resources, or designee, shall each be entitled to representation as described in 4534(4). Within ten (10) working days of the hearing, the Assistant Superintendent of Human Resources, or designee, shall submit an answer, in writing, to the grievant.

**Level III** In the event the bus driver is not satisfied with the response in Level II the grievant may request, in writing, a hearing before an independent hearing office.

The request for the hearing must be received by the Assistant Superintendent of Human Resources, or designee, within ten (10) working days of the Level II decision.

The decision of the hearing officer shall be advisory and submitted to the Board of Education for consideration within thirty (30) calendar days after the conclusion of testimony and argument.

Expenses for the hearing officer's services and the proceedings shall be borne equally by the employer and the bus driver. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the hearing officer.

A hearing officer selected from an approved list of hearing officers shall conduct the hearing. Cherry Creek Transportation Employees' Association "CCTEA" and the District will mutually agree upon a process to create a list of hearing officers and the order in which they are listed. The name at the top of the list will be the officer for the hearing. If the person at the top of the list cannot serve, the second will be contacted and so on. Once a hearing officer has served, that name will be placed at the bottom of the list. This person will be called upon again only if those on the list ahead of this individual cannot serve, or when that name moves upward on the list.

### 3. Time Limits

- a. Extensions of time may be granted for the purpose of having the parties concerned present. In the absence of extension of time, it is recognized that, should the grievant not make said requests in accordance with the time limitations mentioned, the grievance shall be declared closed and no further action by either party will be permitted.
- b. Extension of time may be granted in case of emergency or by mutual consent.
- c. If management fails to respond within the prescribed time limits, the bus driver has the right to move the grievance to the next step.

### 4. Statute of Limitations

No grievance shall be valid unless it is filed properly at the appropriate level within a thirty (30) working day period after the grievant knew, or should have known, of the act or condition on which the grievance is based.

### 5. Rights of Bus Drivers

- a. No bus driver shall be discharged or subjected to reprisal on the part of the administration or supervisory personnel by reason of initiation or participation in a grievance procedure.
- b. In the event a grievance situation needs immediate attention and the grievant proves to the Assistant Superintendent of Human Resources or designee that a misunderstanding, misinterpretation or violation of policy has occurred at the Informal Level and that an immediate solution is necessary, the bus driver shall have the right to redress by appealing immediately to Level II for a decision.
- c. All written and printed matter dealing with the processing of a grievance will be filed separately from the Office of Human Resources personnel files of the participants.

Revised: April 29, 2016

Adopted: August 8, 2016

Effective: July 1, 2016

**Informal**      **Level I**      **Level II, *Administrative Procedure 4536.1***  
                                           

*(Check Appropriate Level)*

**Complaint by Aggrieved Person**

NAME OF AGGRIEVED PERSON \_\_\_\_\_

DATE GRIEVANCE OCCURRED \_\_\_\_\_

POSITION OF AGGRIEVED PERSON \_\_\_\_\_

***DIRECT*** SUPERVISOR \_\_\_\_\_

BRIEF STATEMENT OF GRIEVANCE, INCLUDING SPECIFIC POLICY/IES VIOLATED:

RELIEF REQUESTED:

I have read the above:

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature of Aggrieved)

MANAGER/DIRECTOR'S DECISION:

Date \_\_\_\_\_

\_\_\_\_\_  
(Manager/Director Signature)

Revised:    June 11, 2010  
Adopted:    September 13, 2010  
Effective:    July 1, 2010

### **Negotiations, Policy 4561**

1. Upon written request by the Cherry Creek Transportation Employees' Association ("CCTEA") to the Board of Education ("Board"), or the Board to the CCTEA, after November 1 and no later than February 1, the Board and the CCTEA will arrange for negotiations as provided herein.
2. 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. Within fifteen (15) days of the written response, the parties, or their representatives, shall meet to mutually agree to a timeline for the negotiations process to take place including dates, times, locations and ground rules.
3. The parties' preferred method of negotiations shall be through a collaborative process unless another process is mutually agreed upon.
4. The parties will negotiate in good faith for the entirety of the negotiations process. If, after doing so, the parties reach an impasse as to one of more issues as declared by one or both parties, they will leave the negotiations process and proceed to a separate process, mediation. If the parties are using a negotiations facilitator, the facilitator may be used as a mediator in an effort to reach a settlement. If no progress had been made in four hours of this initial attempt at mediation, unless a longer time is mutually agreed upon, the parties will mutually agree on and hire a mediator for the purpose of attempting to induce the negotiating teams to enter into a tentative agreement(s).

Unless both sides agree otherwise, the negotiating teams shall, within five (5) days of the declaration of impasse, submit a list of five (5) mediators to each other. The mediator shall be selected by the negotiating teams five (5) business days after receipt of the names of mediators. The procedure shall be (unless mutually agreed otherwise) for each party to alternately strike names from the list until only one (1) name remains. This person shall then be asked to mediate the dispute. The party striking first shall be determined by coin toss. If the mediator declines to accept, a coin toss will allow one party to select the mediator from the last two names stricken from the list.

The form, dates and times of meetings shall be arranged by the mediator. Unless otherwise mutually agreed by the parties, this second attempt at mediation will last no more than ten (10) hours. The mediator shall meet with representatives of the negotiating teams either separately or together. If mediation fails in whole or in part, the mediator shall report the issues that remain in dispute to the negotiating parties.

The costs of the mediator will be split by the parties. Any and all information which arises during mediation will be deemed confidential and not subject to communication by either party, unless mutually agreed upon.

5. When a tentative agreement is reached, it shall be in writing. The tentative agreement becomes policy when approved by CCTEA and adopted by the Board.

Adopted: August 8, 2016

Effective: July 1, 2016

# Employment Information

## **Equal Employment Opportunity and Affirmative Action, *Policy 4001***

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

Revised: March 9, 1981

Adopted: April 6, 1981

### **Responsibilities for Licensed and Classified Personnel, *Policy 4001.1***

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

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

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

### **Definition of Licensed Personnel, *Policy 4008***

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

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

### **Definition of Classified Personnel**

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

Adopted: January 10, 1983

Effective: January 1, 1983

### **Employment, *Policy 4015***

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

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

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

### **Transfer Procedure – Classified, *Policy 4015.1***

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

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

Please use the following transfer procedure to assure consideration of in-district classified 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 Personnel Requisition.

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

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

1. Online Transfer Request forms are available on the District's website.
2. Kiosks with computers are available in the Office of Human Resources for District employees to submit an online Transfer Request form.
3. The Office of Human Resources will electronically acknowledge receipt of the online Transfer Request form.

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

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

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

1. Recommend a candidate to fill the vacancy, or
2. Cancel the vacancy
3. Request the Office of Human Resources to repost the vacancy or position.
4. At the request of the Assistant Superintendent of Human Resources, 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 transfer requests.



### **Transfer - Cross Reference, Policy 4515**

When Transportation Department assignment vacancies occur, employees shall be considered for transfer with full regard to their qualifications. When such vacancies occur, they shall be posted in accordance with Administrative Procedure 4015.1.

If an employee accepts a supervisory position (other than temporary) with the Cherry Creek Transportation Department, this employee shall be terminated as a bus driver and removed from the seniority roster.

Within the guidelines of the transfer policy the District will provide every good faith effort to transfer a bus driver to a non-driving position if the bus driver can no longer perform driving functions for reasons other than performance.

Revised: August 16, 2004

Adopted: August 16, 2004

Effective: July 1, 2004

### **Seniority, Policy 4511**

In all situations where a seniority-based action is required by policy the most current seniority list shall be used.

Present seniority list in existence will stand as correct.

Bus drivers hired after August 10, 2010, will be placed on the seniority list in the following order:

- a. First day of work;
- b. last four numbers of the Social Security Number (lowest number first).

Cherry Creek Transportation Employees Association (CCTEA) will be responsible for maintaining and providing the seniority list to the Director of Transportation by the 10<sup>th</sup> of each month during the conventional school year. The Transportation Department will provide CCTEA with a list of new employees and employees no longer employed by the 5<sup>th</sup> of each month. The list of new employees will include the first day of work and the last four (4) numbers of their social security number.

Rehired CCSD Bus Drivers Definition: A rehired bus driver is defined as an employee who was previously employed as a CCSD school bus driver, successfully completed bus driver pre-service training, and was fully qualified as a school bus driver in accordance with Policy 4514.3.b.

- a. Rehired bus drivers will be placed at the bottom of the existing seniority roster, at the top of their class seniority list.
- b. If more than one rehire is in the same class, placement will be determined by the initial process of this Policy.
- c. If a driver is rehired during a training class, but is not required to attend an entire training class, and is released to drive prior to or at the same time as the current class is released, they will be placed at the top of that class's seniority.

- d. Rehired drivers will be placed at the driver's previous hourly rate or the current minimum hourly rate, whichever is greater, if their rehire date is within three years of their previous separation from CCSD Transportation. All other benefits that apply to newly hired drivers will also apply to rehired drivers.

CCSD Transportation Department Employee Hired as Bus Drivers:

- a. Any CCSD Transportation Department employee who is hired as a bus driver, thus changing employee groups, will be placed at the bottom of the existing seniority roster, at the top of their class seniority list, but directly behind rehired bus drivers as described in Rehired CCSD Bus Drivers Definition.
- b. If more than one CCSD Transportation Department employee is in the same class, placement will be determined by the initial process of this policy.

Casual Bus Drivers:

- a. Bus drivers who are approved to be casual bus drivers or do not bid during the annual bidding event, but are not PERA (Public Employees Retirement Association) retirees, will remain on the seniority list.
- b. Casual bus drivers will be designated on the seniority list by an asterisk (\*) to provide guidance when using the seniority list in preference/assignment within department procedures.

If a bus driver retires from CCSD with a PERA (Public Employees Retirement Association) benefit, and is approved to work as a casual bus driver, they will be removed from the seniority list and be considered a casual bus driver in accordance with Policy 4516.1C.

Seniority of transfer employees from other departments shall be determined to be the date of transfer from the other department. The seniority list shall be posted on the bulletin board in each transportation terminal.

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

**Bus Driver Post Retirement Employment, *Memorandum of Understanding***

PERA Retirees employed by the Cherry Creek School District will be eligible for employment under the terms and conditions of a written post-retirement agreement provided by the District. They may not be considered eligible for personal leave, health, life, accident, dental insurance, or longevity pay, etc.

The law allows PERA Retirees to work 110 days or 720 hours per calendar year. A "day" is defined as more than four hours of work in a day. If the retiree works less than four hours in one day, then the 720 hour limit should be applied. It is up to the employee to track and disclose their work hours to PERA that may exceed the 110 day or 720 hour limit.

The District defines a "110" as an employment arrangement that is limited to one academic year only, and includes up to 110 days in the fall semester and 110 days in the spring semester. 110s

may be held by an employee who retires from the school district and then is allowed to return to the same position after retirement for one academic year. Employment on a “110” must be pre-approved by the Director of Transportation and the Assistant Superintendent of Human Resources.

In order to maintain the cost-neutral character of the 110 program, employees hired for post-retirement employment will be paid a percentage of their most recent pre-retirement hourly rate. The percentage of reduction will be determined for the District by the CCSD accounting department. For post-retirement purposes, salary does not include any longevity payments.

If the Transportation department, declares an “Urgent Bus Driver Shortage Situation,” then post-retirement employees will receive 100% of their final year pre-retirement hourly rate of pay with no PERA reduction for the following school year and may be approved for additional years. An Urgent Bus Driver Shortage Situation is defined as the District having 20% or more of its conventional, special needs, and standby route packages open/unbid.

If there is an urgent bus driver shortage, it will be determined by March 1 for the following school year.

Adopted: June 12, 2017

Effective: July 1, 2017

### **Requirements/Reports, Policy 4512**

#### 1. Bus Driver Requirements

Bus drivers shall be required to maintain valid and current licenses, permits and certificates required of school bus drivers by:

- a. The school district;
- b. State of Colorado regulations;
- c. Federal regulations;
- d. Colorado School Districts Self Insurance Pool.

#### 2. Notice of Bus Driver Requirements

**IMPORTANT NOTE:** The requirements to obtain and maintain a Commercial Driver’s License change frequently. Although Transportation provides reminders about renewal dates and upcoming changes in requirements, it is imperative that each Bus Driver review and understands each of the requirements to maintain their CDL (Commercial Driver’s License) and DOT (Department of Transportation) medical certificate. **DO NOT ALLOW YOUR CDL OR DOT MEDICAL CERTIFICATION TO EXPIRE.** Failure to maintain any of these may result in disciplinary action up to and including termination of employment.

- a. On or before the 20th of each month, the expiration date for required Colorado Operators' Licenses, Commercial Driver’s Licenses, D.O.T. Medical Examiner’s Certificate, CPR Certification, and First Aid Certificate shall be sent in writing to those drivers whose requirements are due for renewal the following month.

- b. Transportation will provide, in writing, to all Bus Drivers notice of all known updates and changes to licensing requirements.
- c. If the Colorado Operator's License, Commercial Driver's License, or D.O.T. Medical Examiner's Certificate expires, the driver shall be suspended without pay for a maximum of two working days after which termination of employment may result. Repeat offenses may result in termination of employment.
- d. If the driver's CPR Certification or First Aid Certification expires, the driver shall be suspended without pay or, with repeat offenses, termination of employment may result.
- e. A driver will not be penalized when the District has failed to post or offer the required CPR/First Aid classes.

3. Reports

Bus drivers will complete reports as requested by their supervisor in the time frame specified.

Revised: April 23, 2018

Adopted: August 13, 2018

Effective: July 1, 2018

***Assignment, Policy 4514***

1. Assignment Provisions

- a. The bus driver shall not be required to operate equipment that will jeopardize the driver, the driver's license, or safety of the passengers.
- b. All non-driving bus driver assignments that are in addition to a driver's duties in the Transportation Department will be posted and filled according to bus driver policies for assignment.
- c. Position vacancies which occur in the Transportation Department will be posted and filled in accordance with the employee group policies which govern the vacancy. (Reference Policy 4515 Transfer - Cross Reference and Administrative procedure 4015.1, Transfer Procedure - Classified.)

2. Notice of Continuing Employment

- a. Notices of continuing employment for the next conventional school year will be issued to bus drivers prior to the end of the conventional school year.
- b. Bus drivers who are not assigned during the summer vacation recess will have preference over all new bus drivers in filling existing driving vacancies.

3. Annual Package Bidding/Assignment

- a. Definitions: Packages are defined as a group of route segments/coverage time with known check-in/out times. Vacancies are defined as a package without assigned route

segments/coverage time to be bid by seniority at a later date. (Note: Coverage time is defined as available time utilized to cover any routes, packages, or trips as required without prior notice of assignment.)

- Conventional/Transitional Packages: Those packages that operate only during the conventional or transitional school year calendar, which will be posted as packages with all available information and be bid on the designated bid date.
  - Year-Round Packages: Those packages that operate only during the year-round calendar which will be posted as packages with all available information and be bid on the designated bid date.
  - Special Needs Packages/Vacancies: Those packages that operate for students with disabilities/Individual Education Plans (IEPs). Unless all details of the package are known they will be posted as special needs vacancies. All special needs vacancies will be posted again as packages and bid by seniority within two weeks of the start of the conventional school year.
  - Standby Packages: Those packages that are not assigned a specific set of routes but are assigned time frames to be available for coverage of routes and/or packages, will be posted as a package with all available information and be bid on the designated bid date. Standby package drivers may have their hours floated as required for operational needs.
  - Summer Packages/Vacancies: Based on available information, packages and/or vacancies with only summer work will be posted and bid during the annual bidding event. All vacancies will be posted again as packages and bid by seniority. When additional Summer Packages are created, or when packages become vacant after the summer bidding process is closed, all drivers will be notified of those additional packages.
- b. To be eligible to bid/state a preference for a driving assignment, a School Bus Driver must be released by Cherry Creek Schools Safety and Training Department, and be in full compliance with CSDSIP (Colorado School Districts Self Insurance Pool), CDE (Colorado Department of Education), CDL (Commercial Driver's License) and DOT (Department of Transportation) regulations, which enables them to meet all requirements of the School Bus Driver position.
- c. The Director of Transportation will consider bus driver preferences, and all things being equal, employee seniority from highest in seniority to lowest in seniority will determine the exact assignment.
- d. A bus driver who wishes to bid on a Special Needs package, standby package, field trip or coverage time must be certified in accordance with department training guidelines. At the discretion of the Director of Transportation, a limited number of Special Needs packages, based on the extraordinary needs of the student and requested services, may be assigned to a specific bus driver for the upcoming school year. This limited number of packages will be posted during the annual bidding process and bus driver preferences must be given prior to the annual bidding event. Once awarded, these packages will not be reposted during the annual bidding event.

- e. For the annual bidding event packages for the next school year will be assembled with the best information available and posted at all three terminal locations. Package bidding information will be posted at least five (5) full working days prior to the scheduled day of the annual bidding event as determined by the Route Planning Department. The annual bidding event will take place a minimum of ten (10) working days prior to the first day of the transitional calendar. The bidding driver shall sign and date the official bidding record. The bid shall be witnessed and initialed by one of the appointed drivers and a member of the staff. When an oral or proxy bid is received, the appointed driver shall initial and sign for the bidding driver.
- f. A driver will not lose time due to the District's miscalculation in the addition of total package hours (example: package hours posted as 6:00 a.m. – 9:00 a.m./1:30 p.m. – 4:30 p.m.; represented as seven (7) hours). The adjustment of time shall be by mutual agreement between the driver and the District. When a mutual agreement cannot be reached, on placement of the adjusted time, the package will be adjusted to the originally posted package hours.

4. Package Vacancy/Assignment

New packages or those established packages that are vacated after the annual bidding event has taken place shall be offered for bid at least once. Available packages will be posted after fall, winter holiday, and spring break or unless otherwise directed by the Director of Transportation. Qualified drivers may bid any available package. Unusual circumstances will be reviewed on an individual basis, and award determination will be made by the Director of Transportation based on the best interests of both the driver and the department. Available packages will be posted at all terminal locations at least two (2) full working days prior to bidding. Bidding will be done by ballot and collected for assignment by the Route Planning Department.

Bus drivers may bid off of awarded packages two times during each school year (July – June). An exception will be made for any bus driver who bids up, i.e. bids on a package that increases their weekly package hours or was assigned through reverse seniority. Unusual circumstances will be reviewed on an individual basis, and a determination will be made by the Director of Transportation based on the best interests of both the driver and the department.

5. Add-On/Additional Assignment

Definitions: An Add-On is defined as any route segment that develops after the annual bid process. Additional Assignment is defined as an assigned period of time added to a package for various coverage time needs. (Note: Coverage time is defined as available time utilized to cover any routes, packages, or trips as required.) All add-on and additional assignment will be assigned to packages with available time. If no package has available time, then the add-on/additional assignment will be put up for bid at all terminal locations.

Any add-ons or additional assignment that increase a driver's established package hours by more than one hundred fifty (150) minutes per week, must be put up for bid. Any add-ons or additional assignment that goes un-bid will be assigned in reverse seniority to available drivers.

It is not the intent of the Transportation Department to create packages that contain more than 40 hours worked in a week's time. If an addition to a package adds up to more than 40 hours in a week, the package would be considered temporary. If more than one package can complete the route in excess of 40 hours, the senior bus driver will receive the additional hours when additional service is available, provided the additional work will fit in their established route package. These assignments will be considered temporary for a period of thirty (30) days. During this time period, management will investigate all possibilities for reassignment. The driver will time card the additional time outside of the assigned package hours. If, at the end of thirty (30) calendar days, management has determined that there is no other option, a package change will be made. Vacation accrual will not be adjusted until the package change is made.

If a route is removed from a package because it no longer exists (example: program discontinued, student moves, etc.), the package hours will be adjusted to reflect this. At no time will the package hour adjustment cause a driver to fall below the minimum guarantee.

If available, an add-on/additional assignment will be offered one (1) time to keep a driver's package hours intact. If the driver refuses the assignment, the package hours will be adjusted, but not adjusted below the minimum guarantee.

Revised: April 23, 2018, March 21, 2018

Adopted: August 13, 2018

Effective: July 1, 2018

The following language suspends 4514.4 through fiscal year 2019-2020.

### ***Package Vacancy/Assignment, Memorandum of Understanding***

#### Policy 4514.4

#### 4. Package Vacancy/Assignment

New packages or those established packages that are vacated after the annual bidding event has taken place shall be offered for bid at least once. Qualified drivers may bid any available package. Upon release from formal training, new drivers will bid from the open packages. Vacated packages will be posted immediately at all terminal locations for ten (10) full working days. Bidding will be done by ballot and collected for assignment by the Route Planning Department.

Bus drivers may bid off of awarded packages no more than four (4) times during each school year (July – June), which includes the annual bid as one (1) of the four (4) times. Unusual circumstances will be reviewed on an individual basis, and a determination will be made by the Director of Transportation based on the best interests of both the driver and the department.

Starting the 2019-2020 school year, drivers have the option to keep their current awarded packages, unless the package increases by 150 minutes or more prior to the annual bidding. Should a driver opt to keep their 2018-2019 package at annual bid for the 2019-2020 school year, the driver will still have four (4) times to bid available routes. This M.O.U.

will be revisited as a mutually agreed topic in negotiations for the 2020-2021 fiscal year.

(The remainder of this policy remains unchanged).

Adopted: April 26, 2018

Effective: July 1, 2018

### **Work Year / Work Hours, *Policy 4516***

#### 1. Bus Driver Daily Assignments

##### a. Full-time Bus Drivers

Definition: Bus Drivers who are guaranteed not less than thirty (30) hours per week when scheduled to work during the conventional school year and twenty-five (25) hours per week when scheduled to work during the summer period.

1. Employment with the District shall be considered the Bus Driver's primary occupation,
2. Full-time Bus Drivers must be available to work their designated route package hours each scheduled school day.

A full-time Bus Driver workday may be:

- i. Continuous package hours at assignment, or
- ii. Two (2) splits/segments, or
- iii. Three (3) splits/segments.

##### b. Part-Time Bus Drivers

Definition: Bus Drivers who are guaranteed not less than twenty (20) hours per week during the conventional school year.

##### c. Casual Bus Drivers

Definition: Bus Drivers who work any temporary assignment (field trip, route segment) and do not bid for a part-time or full-time package (Policy 4514.3.a). These Bus Drivers are paid for hours worked and do not qualify for benefits, leaves, vacation, holidays, or longevity pay. A change in employment to Casual Driver status must go through the approval process found in the Standard Operating Procedure (SOP) TRANS-STN-001 for Casual Bus Drivers.

##### d. Bus Driver Trainee

Definition: Bus Drivers who have completed initial classroom training but have not been fully released by Safety & Training. These drivers will be assigned route packages by Operations to help assess initial training comprehension, positive demonstration of required skills and any additional training needs. Employees will be released from this assignment at the end of the probationary period or if released prior to this date by the Director of Transportation.



A mid-year change in employment status may not constitute a change in benefit elections.

2. School Closures

When schools are closed to students due to adverse weather conditions, bus drivers are not expected to report to their assigned terminals. When bus drivers have been compensated for those adverse weather days and the District reschedules some or all of those days, drivers will be required to drive their packages without any further compensation as scheduled by the District.

3. Adjusted Schedules

When a school segment within a package must be adjusted based on early release of students, a schedule will be posted notifying drivers of the adjusted hours for that day within two (2) working days of the date of adjustment.

- a. When all school segments within a package are running and only the hours are adjusted, the driver's hours shall not be adjusted below their assigned hours for that day.
- b. If any school segments within a package are not running the driver must report to fulfill their assigned package hours unless an adjustment of total hours for that day are posted as required.

At no time should a driver's hours be adjusted below the minimum weekly guarantee.

4. Overtime

- a. Overtime is all work performed over 40 hours within the designated work week.
- b. Overtime shall be paid at time and one-half (1½) the employee's assigned rate on the wage schedule.
- c. The seven-day work week shall be Monday 12:00 a.m. through Sunday 11:59 p.m.
- d. Overtime work shall be distributed among the drivers equally, when possible.
- e. Overtime work shall be voluntary except in an emergency. An emergency may be declared when the Assistant Superintendent, Director of Transportation, or designee, determines that the health and safety of students and/or adults is in danger. There shall not be a penalty against any employee who declines to work overtime, except in an emergency.
- f. Work performed on Sunday shall be at the overtime rate.

5. Required Meetings

The Director of Transportation may call meetings which shall require the attendance of all bus drivers, such as safety instructions, first aid classes, and other meetings as may be deemed necessary. Bus drivers will be paid a minimum of one-half hour for required meetings at their current rate or actual time plus 15 minutes, whichever is greater. Compensation for returning bus drivers who are attending training meetings shall be at the driver's regular hourly rate.

6. Probation

All new bus drivers shall be placed on a sixty (60) workday probation which may be extended up to an additional 60 work days. This probationary period shall commence at the full release from the initial driver training period. A work day is defined as any time worked in a single day at Cherry Creek Schools Transportation. Continuation of employment shall be determined by the Director of Transportation during this period.

Revised: May 25, 2017

Adopted: June 12, 2017

Effective: July 1, 2017

**Work Schedule and Field Trips, Policy 4518**

1. Work Schedule

All employees will be paid for the total amount of hours spent performing their assigned duties, according to the following criteria:

a. Preparation Time

Twenty (20) minutes prior to scheduled departure from the bus terminal drivers are to report in. Duties to be performed are, but may not be limited to, the following:

- (1) Initial check-in. Check employee's box and all bulletin board notices.
- (2) Check and/or turn in administrative forms and reports.
- (3) Conduct pre-trip inspection and fill out necessary logs and reports.
- (4) In case of a 3-way split, a driver will have five (5) minutes to check-in and five (5) minutes to complete a walk-around and walk-through inspection of the bus.

b. On-the-Road Time

On-the-road time is the necessary period of time in a.m. and p.m. to arrive at the first stop or school, the actual route time for the route assignment and the return to the terminal.

c. Completion Time

Twenty (20) minutes after parking the vehicle following the last route or activity of the day, duties to be performed are (but are not limited to) the following:

- (1) Conduct post-trip inspection to include fueling and cleaning/sweeping and fill out necessary logs and reports.
- (2) Check employee's box and all bulletin board notices.
- (3) Check and/or turn in administrative forms and reports.
- (4) Check-out time.

d. Specific Duties and Responsibilities

Bus drivers shall not be required to change tires, or make repairs on buses. On a daily basis, bus drivers shall be required to fuel, clean, sweep and perform reasonable care concerning the cleaning of assigned buses/equipment. Bus drivers shall perform a pre-trip and post-trip inspection per the items listed in the Bus Drivers' Procedure Handbook.

- e. The Cherry Creek School District will provide liability insurance coverage for bus drivers while they are acting within the scope of their job description and responsibilities.

2. Field Trips (Activity, Athletic and Field Trips)

a. Driver Declaration

- (1) A driver may turn down one trip assigned off of the rotation list without penalty. Upon turning down a second assigned trip, the driver is removed from the rotation list for the remainder of that sign-up period.
- (2) Drivers may remove their names from the rotation list at any time.
- (3) An additional option declaration may be conducted by the Director of Transportation or designee, when the percentage of available drivers is so low as to entail excessive overtime by all drivers participating.
- (4) Information from the rotation list will be made available to the Cherry Creek Transportation Employees Association.

- b. Field Trip work assignments shall be posted at least two working days prior to the date and time of the scheduled trip; if a notice of less than two working days is given, the trip shall be voluntary.

- (1) After reviewing the field trip, the driver shall indicate whether the special trip will be taken or not, with an "OK" for yes or a "TD" for no.
- (2) Once a name has been posted on the field trip board and assigned, the driver's name should not be removed without the driver being notified as to why.
- (3) In the event bus drivers are assigned holiday or weekend trips and the trips are cancelled through no fault of the bus drivers, or other conditions arising as a result of an Act of Providence, the bus driver, upon reporting to fill the assignment, shall be paid a minimum of two (2) hours at the overtime rate.
- (4) The requesting group or school will provide lodging and meals to drivers who are assigned overnight trips. Drivers will not be paid for sleep time except for that portion which does not allow the driver time for eight (8) hours of sleep.
- (5) A driver will be paid a minimum of two (2) hours at the driver's current rate of pay when the driver is assigned a trip, scheduled to be driven on a weekday (Monday through Friday) after the driver's final check-out time at the end of the day, and the assigned trip is cancelled after the driver's final check-out time at

the end of the day through no fault of the driver or other conditions arising as a result of an Act of Providence.

- (6) All drivers shall be guaranteed a minimum of four (4) hours for driving a Saturday or a Sunday field trip.

Revised: March 21, 2018

Adopted: August 13, 2018

Effective: July 1, 2018

### **Retirement / Resignation / Separation, Policy 4519**

#### 1. PERA

All employees are required by law to become members of the Public Employees' Retirement Association (PERA). Payroll withholding in this program will be accomplished according to the schedule rate published by PERA.

Retirement practices will be administered in accordance with the rules and policies of PERA.

#### 2. Compensation Upon Retirement/Resignation

Upon separation for resignation or retirement and after nine (9) years of continuous service in benefitted classified employee groups, accumulated leave will be compensated at one-half (1/2) of the employee's rate of pay at the time of separation.

##### A. Eligibility Criteria

Classified employee becomes eligible when the following criteria have been met or when otherwise approved by the Board of Education:

- (a) Has been employed by the District in a position eligible for leave pay-off and for the number of years required by employee group policy to be eligible for leave payment;
- (b) 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 the policy;
- (c) Has completed an Accumulated Leave Compensation application and has submitted it to the Board of Education.

3. Each classified employee shall have the option to choose to receive payment for accumulated leave in annual payments over a period of not more than three (3) years. In no case shall payments for accumulated leave in excess of \$ 25,000 be made in less than two (2) years.

#### 4. Death Provisions

Upon the death of the retiree receiving the accumulated leave 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.

5. Disability Retirement

Payment for unused, accumulated sick leave may be made to a bus driver, at the driver's option, who is permanently disabled as the result of a job-related accident.

Revised: April 26, 2018

Adopted: August 13, 2018

Effective: July 1, 2018

**Reduction in Force, *Policy 4560***

Layoffs, should they occur, shall be done inversely according to the driver's seniority as a Cherry Creek bus driver; i.e., last hired shall be first laid off. Recall shall be made according to seniority as a Cherry Creek bus driver prior to layoff.

Proposed: August 15, 2005

Adopted: August 15, 2005

Effective: July 1, 2005

# Compensation, Benefits, and Leave Information

**Compensation, Policy 4541**

1. Hourly Wage Range

The following wage rates will be effective July 1, 2018

<b>CHERRY CREEK SCHOOL DISTRICT BUS DRIVER</b>	
<b>HOURLY RATE SALARY RANGE</b>	
<i>MINIMUM</i>	<i>MAXIMUM</i>
<b>\$ 17.58</b>	<b>\$25.00</b>

2. Longevity Pay for Bus Drivers

Effective July 1, 2018, the following longevity pay will be granted to eligible employees as additional salary, to be paid in a lump sum in July of each year. This will not be included in base pay. For purposes of this policy, years of service must be continuous in the District.

<b>Completed Years of Service</b>	<b>Additional Annual Salary</b>
10-14	\$500
15-19	\$1000
20 or more	\$1300

Employees receiving the longevity payment schedule below on July 2018 will be grandfathered in to continue this longevity plan. Grandfathered longevity recipients will not receive pay from both longevity plans.

A CCSD Bus Driver becomes eligible for a longevity bonus of **\$1,500** after having been employed for fourteen (14) consecutive years as a CCSD Bus Driver. Longevity will be paid in one lump sum in the July immediately after gaining eligibility and in every July thereafter for as long as they remain a CCSD Bus Driver, regardless of hours worked.

If an employee retires from Cherry Creek School District with a PERA (Public Employees Retirement Association) benefit requiring separation of employment for 30 days prior to rejoining the District, they will no longer be eligible for longevity pay after separation.

- No driver may be paid more than the maximum on the range for straight time. Members serving on the designated committees (Accident Review, EHOP, Safety, MERC, Handbook and Insurance) will be paid at the employee's hourly rate. Attendance at committee meetings is required for compensation.
- After the successful completion of training and probation, a newly hired driver will receive up to a 3% increase, on the salary range for experience as outlined below. Previous experience will not be applicable if there has been more than a three (3) year break in service as a school bus driver at any time.

<b>Years of Experience</b>	<b>Increase of Pay on Salary Range</b>
4-5 Years	2% Above Minimum

<i>6-7 Years</i>	<i>3% Above Minimum</i>
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5. All bus drivers will be paid on a monthly basis for hours worked. These hours may vary based on routes chosen and additional hours worked. Pay will include route hours for that pay period and additional hours submitted on the weekly timecard submitted by the transportation due date for that pay period.

Revised: March 23, 2018, April 26, 2018

Adopted: August 13, 2018

Effective: July 1, 2018

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

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

1. For the 2017-2018 school year only, members of employee groups covered by this MOU who are eligible to do so, will receive a percentage increase to the equal to the Per Pupil Revenue (“PPR”) percentage (as that term is defined in the 1994 School Finance Act). For the 2017-2018 school year the PPR percentage is 3.3%.
2. For the 2018-2019 school year only, it is the parties intention, subject to the limitations set forth herein, that members of employee groups covered by this MOU will receive a percentage increase equal to the PPR percentage. If the PPR percentage is negative, the increase will be 0%. If the PPR percentage is greater than the Denver-Boulder Consumer Price Index (CPI) percentage, the increase will be the CPI percentage.

In addition, the parties agree that during bargaining for the 2018-2019 school year, the following issues shall be subject to automatic reopening: compensation and benefits not related to the above; and language items limited to three additional non-financial item.

3. For the 2019-2020 school year only, it is the parties intention, subject to the limitations set forth herein, that members of employee groups covered by this MOU a percentage increase equal to the PPR percentage. If the PPR percentage is negative, the increase will be 0%. If the PPR percentage is greater than the CPI percentage, the increase will be the CPI percentage.

In addition, the parties agree that during bargaining for the 2019-2020 school year, compensation and benefits not related to the above shall be subject to automatic reopening. The parties also may bring three additional non-financial item.

4. For the 2018-2019 and 2019-2020 school years only, Policy 4561 on Negotiations, will be suspended relative to bargaining changes to the Negotiated Policies except under one or more of the following circumstances:
  - (a) As necessary with respect to those issues to be bargained pursuant to paragraphs 2 and 3 above;



- (b) If the parties mutually agree to open negotiations on one or more items not directly related to financial provisions to the extent possible the party seeking mutual agreement to re-open such negotiations shall begin discussions with the other party no later than January 1<sup>st</sup> of either 2018 and/or 2019, on specific items. Neither party shall be required to enter into negotiations without consent on non-financial items.
  - (c) In the event that the year-over-year percentage change in PPR used to calculate the cost of living adjustment in either the 2018-2019 and/or 2019-2020 school years is greater than the Denver-Boulder Consumer Price Index, then the parties shall reopen negotiations to assess the implications on the District's budget and available funds for compensation adjustments, if any.
  - (d) In the event that the year-over-year percentage change in PPR used to calculate the cost of living adjustment in the 2018-2019 the 2019-2020 school years or both is less than zero percent (0%), or then the parties shall reopen negotiations in each instance to assess the implications upon the District's budget and available funds for compensation adjustments, if any.
5. Notwithstanding anything in this MOU to the contrary, pursuant to Colo. Rev. Stat. 22-32-110(5), all provisions of this MOU and any provisions of the negotiated policies pertaining to compensation and benefits, including but not limited to range movement, cost of living increases, "add-on" compensation, employee health and welfare benefits and the District contribution towards those benefits may be subject to reopening each year.
6. In the event of a reduction of school funds, the Board must, by law, adopt a Range Model commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations must be reactivated on economic matters related to salaries and fringe benefits, and any policy concerning economic items that have been adopted will have to be modified commensurate with the funds available.

Adopted: June 12, 2017

Effective: July 1, 2017

### **Travel Reimbursement, *Policy 4010***

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.

Adopted: January 10, 1983

Effective: January 1, 1983

### **Professional Growth, *Policy 4530***

Classified staff shall be encouraged to participate in approved professional growth activities. The Cherry Creek Board of Education shall provide each fiscal year the sum of \$42,500 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 Director of Classified Employees in Human Resources, or designee, 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 application form (Administrative Procedure 4530.1) must be completed before any request for reimbursement can be considered.
- d) 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.
- e) Application Procedure after Completion of Course: The applicant must provide an application, copy of course prospectus or outline, verification of payment, and evidence of satisfactory completion.
- f) Courses under \$25 each should be combined, where possible, and classes submitted together.
- g) 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 all applications monthly.

- b) The Council will determine a meeting place and time for the purpose of considering professional growth requests.
- c) The Committee will respond to all requests.
- d) 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.
- e) 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 the Director of Classified Employees in Human Resources in order to release those funds for other use.
- f) 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.
- g) 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.

When the activity/class is complete, fill out entire application form, attach course description documentation, copy of proof of payment, verification of completion of class, and send one copy of the application packet to the Director of Classified Employees in Human Resources.

Revised: April 21, 2014

Adopted: December 8, 2014

Effective: July 1, 2014

**Application Form for Professional Growth, *Administrative Procedure 4530.1***

Please fill out entire application form, attach course description documentation, copy of proof of payment, verification of completion of class, and send one copy of the application packet to the Director of Classified Employees in Human Resources.

Name \_\_\_\_\_ Work Location \_\_\_\_\_

Address (home) \_\_\_\_\_

Phone Number (work) \_\_\_\_\_ Employee ID # \_\_\_\_\_

Present Position \_\_\_\_\_ Work Percent \_\_\_\_\_

Name of Activity \_\_\_\_\_

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

Dates/Time \_\_\_\_\_

Supervisor's approval if class is during work hours \_\_\_\_\_

Cost for class/course/books/materials \_\_\_\_\_

(attach description showing costs, etc.)

Description of activity \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments on activity taken \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**IF YOU HAVE COMPLETED THE COURSE:** Provide an application, verification of payment, and evidence of satisfactory completion of all course work.

**IF YOU ARE APPLYING BEFORE YOU TAKE THE COURSE:** Provide an application and a copy of the course prospectus or outline.

Please send your application to: Director of Classified Employees in Human Resources.

\_\_\_\_\_  
(Signature and Date)

Adopted: December 8, 2014

Effective: July 1, 2014

## **Insurance, Policy 4044**

### 1. Insurance

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

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

### 2. Insurance Committee

- a. The Insurance Benefits Committee shall be established by the Superintendent, composed of one representative of each employee group of the Cherry Creek School District. Each representative may be appointed or elected by a majority vote of these employees. The Committee shall be chaired by a representative of the Human Resources Department and include a representative of Fiscal Services.
- b. This Committee is charged with the responsibility of making an annual review of the District approved employee insurance plan.
- c. Following this review, the Committee shall make the annual report to the Superintendent. This report shall recommend retention of the existing program or appropriate changes.
- d. The Committee shall have the responsibility to monitor insurance coverage problems and to make procedural recommendations.

Revised: August 11, 1997

Adopted: August 11, 1997

Effective: July 1, 1997

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

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

#### 1. Eligibility

All employees who are eligible for the District's insurance program according to Board policy will be eligible according to the Insurance Carrier Contract to purchase medical, dental and vision coverage while on Leave of Absence.

#### 2. Enrollment

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

3. Premiums

Premiums for employees on leave shall be the current rates in effect without any District contributions.

4. Premium Collection

- a. Premiums shall be paid on a monthly basis and shall be paid to the Benefits Office.
- b. 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.

5. Termination of Coverage

- a. 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 Carrier Contract requirements for re-enrollment during the annual open enrollment.
- b. The death of the employee on leave will cause termination of all coverages.
- c. A voluntary withdrawal from participation in this plan shall terminate coverage for employees on leave.

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

**Benefits, Policy 4544**

1. Eligibility

Eligible employees may participate in the benefits plans effective the first of the month following thirty (30) days of employment.

2. Flexible Benefits Plan

The District will obtain and continue an insurance plan providing a sufficient number of employees participate. Drivers working thirty (30) hours or more per week will be eligible for participation in the plan on the first (1<sup>st</sup>) of the month following thirty (30) days of continuous service.

The District will contribute \$296.90/month for the District-approved insurance program for designated full-time bus drivers working the minimum guaranteed hours or more. The employee shall be responsible for any additional coverage for spouse and/or children. The District will contribute \$148.45/month for designated part-time drivers working a minimum of 20 hours per week.

Effective July 1, 2006, bus drivers newly hired shall be required to participate in the District-approved medical insurance plan unless they can demonstrate coverage through a spouse's group plan, Tri-Care, or Medicare.

Effective July 1, 2007, all bus drivers shall be required to participate in the District approved medical insurance plan unless they can demonstrate coverage through a spouse's group plan, Tri-Care, or Medicare

Employees will be eligible for dental insurance the first day of the month following thirty days of continuous service.

3. Premium Deposit Account

For the School Years 2012 - 2013 and 2013 - 2014 only, section (C)(3)(a) and (C)(3)(c) shall be suspended. See MOU on PDA Expenditure.

A. The District agrees to maintain a Premium Deposit Account (PDA) in order to provide a reserve of funds to mitigate future insurance premium increases for all employees.

B. Expenditures

The District's insurance committee must approve all expenditures from the PDA under the following conditions:

- i. Expenditures from the PDA will only be used to increase the District Health Insurance Contribution.
- ii. Expenditures from the PDA may not be in excess of actual or reasonably projected funds.

C. PDA Funding Sources

- i. For purposes of this provision the term "benefits dollars" shall include all unspent or unused money allocated to the eligible employee.
- ii. Beginning with the 2001 school year, all money received from the insurance carrier's performance guarantee payments and any additional money received from the insurance carrier in the form of a rebate or refund will be placed into the PDA.
- iii. Beginning with the 2006 - 2007 school year, any benefits dollars unused or unspent shall be placed into the PDA.

D. Annual Reporting

The District will provide the Association with an accounting indicating the amount of money received from the PDA funding sources identified in (C)(a) and (C)(b) above, any expenditure of the PDA funds, as approved by the insurance committee and, the amount of any PDA funds carried over from year-to-year.

4. Life Insurance

The District will provide at no cost a District-approved group term life insurance policy in the amount of \$25,000 for bus drivers who have been covered under the life insurance plan for thirty-six consecutive months or less.

The District will provide at no cost a District-approved group term life insurance plan of \$60,000 for bus drivers who have been covered under the life insurance plan for thirty-seven consecutive months or more.

5. Long-Term Disability Insurance

The District will provide at no cost a District-approved long term disability insurance plan.

6. Liability Insurance

Bus drivers shall be included under the provisions of the District liability insurance.

7. Insurance Benefits Committee

The Association will appoint the representative for the Bus Drivers’ employee group, in accordance with Policy 4044.

Revised: May 25, 2017

Adopted: June 12, 2017

Effective: July 1, 2017

**Additional Medical Contribution, *Memorandum of Understanding*  
July 1, 2018**

Effective July 1, 2018, employees, working at 50% appointment or greater, enrolled in any District Kaiser plan will receive an additional District Medical Contribution toward medical premium.

Coverage	Additional District Contribution
“Employee only”	\$217.10 per month
“Employee and spouse only”	\$302.36 per month
“Employee and children”	\$312.75 per month
“Family”	\$430.94 per month

**PDA Expenditure, *Memorandum of Understanding***

The District and the Association agree that the Association will submit a motion to the District Insurance Committee in May 2012, and the District will support the motion regarding expenditure of funds in the Premium Deposit Account (PDA) accumulated prior to July 1, 2012 (\$3.1 million). The motion will state the following:

1. The CCSD Insurance Committee authorizes the expenditure of PDA funds for the benefit of all District employees who participate in the District health insurance program under the following conditions.



2. Those employees who are participants in the District medical insurance program in July 2012 and in July 2013 will qualify for and will receive a Benefit Premium Payment (BPP) which will be reflected in their pay each of those months.
3. Each qualified employee will receive a BPP that will be an amount determined according to the following calculation. The District medical insurance contribution will be subtracted from the employee's medical insurance premium (based on the selected category – employee only, employee and spouse, employee and children, or family). The resulting amount will be the BPP amount for the individual employee for that month. For example, the calculation to determine the BPP for an individual without any dependent coverage would be  $\$437.27 - \$169.24 = \$268.03$  (BPP amount). This employee would receive an additional salary amount of  $\$268.03$  in July 2012. The same process would be applied to determine the BPP based on the premium amount in effect in July 2013.
4. The total amount paid to all qualified and eligible employees as BPP for the two payments will not exceed the aggregate total  $\$3.1$  million available from the PDA. If the amount available to pay employees the BPP in July of either month is less than the amount of dollars necessary to pay the full amount, all eligible employees will receive a proportionate amount of what the payment would otherwise be determined by dividing the amount available by the total amount that would be necessary to make a full payment.
5. Eligible employees will receive the District Medical Insurance Contribution per the chart in the appropriate provision for their employee group (for example, 4144 (B) for teachers, 4744 (B) for school nurses, for mental health employees, Memorandum of Understanding to 4544 for bus drivers, MOU for EOP, etc.) and such payment will not reduce the  $\$3.1$  million noted above.
6. Eligible employees will receive the Supplemental Benefit per Policy 4144 (C), Policy 4744 (C) and Policy 4872 (C), and such payment will not reduce the  $\$3.1$  million noted above.

### ***Annual PDA Reporting, Memorandum of Understanding***

FOR SCHOOL YEARS 2011 – 2012, 2012 – 2013, and 2013 – 2014

The District will provide the Association with accounting indicating the amount of money that would otherwise have been received under Policy 4144 (D)(3) for teachers, Policy 4873 (G)(3) for mental health, Policy 4744 (G)(3) for nurses and the applicable policy for bus drivers.

This information will be transmitted to the Association not later than September 30, 2012, for the 2011-12 school year, September 30, 2013, for the 2012-13 school year, and March 30, 2014, for projected amounts for the 2013-14 school year.

### ***Workers' Compensation, Policy 4012***

As required by law, Cherry Creek School District carries Workers' Compensation insurance covering all employees of the District. Should an employee be injured while at work and the accident is within the scope and course of his/her employment, he/she is entitled to the benefits provided by the Workers' Compensation Law provided that such injury is reported to the

employee's immediate supervisor as soon as practicable.

Information concerning the Colorado Workers' Compensation Law will be posted in each building.

Proposed: May 12, 1980

Adopted: June 9, 1980

### **Workers' Compensation Claims Procedures, *Administrative Procedure 4012.1***

The Cherry Creek School District is self insured through the Joint School Districts' Workers' Compensation Self Insurance Pool. An employee who sustains a work related injury or disease which is directly attributable to the employee's job, trade, occupation, or position may qualify for medical and/or wage loss benefits under the Colorado Workers' Compensation Act.

Workers' Compensation claims are administered and adjusted by a third party administrator.

The purpose of the procedures is to establish the required reporting, time lines, and forms to be used for the reporting and handling of Workers' Compensation accidents.

#### **PERFORMED ACTION:**

#### **BY:**

Employee

#### Reporting Requirements

Injured employees must notify their supervisor within 48 hours after a work related injury.

Written notice must be given by the injured employee to the Risk Management Department within four working days after the accident.

The injured employee will assist the supervisor in completion of the First Report of Injury form.

#### Medical Treatment

Section CRS 8-404(5) of the Colorado Workers' Compensation Act allows the employer to select the physician(s) who treat injured employees.

The injured employee will be examined by the nearest District nurse, providing a nurse is available.

If further medical treatment is required, the District nurse or supervisor will issue the injured employee an Authorization Form for medical treatment at the District's designated medical providers:

- Concentra, 10355 E. Iliff Ave, Aurora, CO (303-755-4955)
- Concentra, 11877 E. Arapahoe Rd. Suite 100, Centennial, CO (303-792-7368)
- Care Now, 5620 E. Parker Road, Aurora, CO (720-446-5893)
- Rocky Mountain Medical Group, 13650 E. Mississippi Ave., Suite 120, Aurora,

CO (720-748-7072)

- U.S. Health Works Medical Group, 800 E. Belleview , Suite 428C, Greenwood Village, CO (303-741-1166)
- Workwell Occupational Medicine, 2550 S. Parker, Road, Suite 150, Aurora, CO (720-512-4408)

**PERFORMED**   **ACTION:**  
**BY:**

- The employee, after treatment, will return the Medical Status Report issued by the designated provider to their supervisor and assist in the completion of the First Report of Injury form.
- Emergency Care: In the event of a life or limb threatening situation, treatment should be sought from the nearest medical facility. However, the designated provider must be contacted and follow-up care must be directed by the designated physician.
- After Hours Care: In the event medical treatment is required for a work related injury after the office hours of the designated clinics or on a weekend, the employee should go to the Emergency Room at Centennial Healthcare Plaza, 14200 East Arapahoe Road, Centennial, CO (303-699-3000).
- **If an employee wishes to be treated by a physician other than those approved, they do so at their own expense.**

Lost Time

- Any time off from work due to a work related injury must be authorized by a designated physician.
- In accordance with the Colorado Workers' Compensation Statute, an injured employee must be absent from work for three days before Workers' Compensation Wage Benefits begin. Employees may use up to three days of their accumulated sick leave for the first three days of absence due to a work related injury, and thereafter, receive Statutory Workers' Compensation Benefits which is 2/3 of the employee's average weekly wage, subject to a maximum figure, which is established and adjusted each year by statute.
- The injured employee must return a copy of the doctor's report to their supervisor after each doctor's visit. This report will give the prognosis and the date the employee must return for follow-up visits.
- It is the duty and the responsibility of the injured employee to keep his/her supervisor advised of their return to work status.

Appropriate  
Building  
Administrator/

Medical Treatment

Emergency Care: You should seek medical or emergency care for the

Supervisor or  
the Nurse

injured worker at the nearest medical facility.

**PERFORMED ACTION:**

**BY:**

Non-Emergency Care

If medical treatment is required beyond first aid rendered by the school nurse, the building administrator, supervisor or nurse should complete the Designated Physician's Authorization Form for the employee. Direct or take the injured employee to the nearest designated provider facility.

Reporting Requirements

- Give the injured employee the Cherry Creek Schools' Information Document on the District's Workers' Compensation Program.
- Forward the following to the Risk Management Department along with the physician's report on the injured employee:
  1. Completed Workers' Compensation Employee Status Report
  2. The Employer's First Report of Injury Form

This must be forwarded to the Risk Management Department within **four** calendar days of the occurrence. Note: The injured employee should not complete the Employer's First Report of Injury, but should assist in completion of the form.

- Advise the injured worker that written notice must be delivered to the Risk Management Department within four working days of the accident.
- Investigate the claim and complete a Supervisor's Workers' Compensation Claim Follow-up Report and forward to the Risk Management Department.

If the supervisor feels the claim is not valid, the Risk Management Department should be notified of the fact and the supervisor will submit a written statement verifying why he/she feels the claim should not be honored.

- **Note: All fatalities and any accident involving three (3) or more employees must be reported immediately by telephone to the Risk Management Office at (720) 554-4643.**

**PERFORMED ACTION:**

**BY:**

The supervisor will work closely with the Risk Management Department on the following:

1. Exact amount of time lost due to the injury.
2. Exact date employee returns to work.
3. If sick leave is being used for the first three days absence.
4. Furnish completed employee status reports after each follow-up visit by the injured employee to the designated provider.
5. Restricted light duty available for the return to work of employees that have been released by the designated physician with restrictions.

Hearings

The supervisor will attend hearings and cooperate with the District’s Workers’ Compensation insurer on the handling and adjudication of Workers’ Compensation Claims.

Risk  
Management

Reporting

Written notice of accidents received from injured employees will be date stamped. Copies of the written notice will be made available to the injured employee within two working days following receipt of the notice. The Risk Management Office will forward the First Report of Injury form, medical reports, medical bills and supervisor follow-up reports to the District’s Workers’ Compensation Insurer within eight days of the injury.

Claims

The Risk Management Office will coordinate the claims with the insurer, injured employee, designated provider, Human Resources and the supervisor. Workers’ Compensation master files and records will be maintained in the Risk Management Office.

Revised: August 1, 2017

Effective: July 1, 2017

**Absences and Leaves, *Policy 4551***

1. Leave Time

Effective July 1, 2018, employees working full time (with an awarded package of 30 hours or more) shall receive 14 days of leave annually. Employees working part time (an awarded package of greater than 20 hours and less than 30 hours) shall receive 7 days of leave annually. Leave time is to be allocated after packages are awarded at the beginning of the school year. Leave time may accumulate to an unlimited number. New hires will have leave pro-rated based on time yet to work in the year.

Leave may be used for illness of the employee/the employee’s family, or personal business. At no time will leave be used for recreational or vacation purposes

The employee shall notify their supervisor prior to taking leave. Except in the case of illness or emergency, the employee shall notify their supervisor as much in advance as possible, but not less than 24 hours prior to taking leave.

2. Leaves of Absence

a. Temporary Leave

Temporary leaves of absence without pay may be granted to an employee at the discretion of the Director of Transportation providing that relief drivers are available and workload balance allows the temporary leave. Temporary leaves are limited to no more than four (4) weeks.

b. Extended Leave

The Director of Transportation and the Assistant Superintendent, shall accept and review applications for extended (four (4) weeks or more) leaves of absence. Their recommendations shall be forwarded to the Superintendent for recommendation to the Board of Education.

- c. A driver may apply for a leave of absence without pay for one (1) year if elected president of the Association without loss of seniority. This leave may be extended on application to the Board of Education.

d. Other Leaves

Employees may apply for leaves of absence without pay for service in public office, permitted by law; for first-year care of an infant; or for improving physical or mental health; or for any condition covered by the Family and Medical Leave Act.

e. Application for Leave

An employee shall normally make application for leave at least one (1) month in advance of the date of the beginning of the leave, except that an employee requesting leave for improving health may apply at any time. This provision also applies to applications for extension of leave.

Revised: April 23, 2018

Adopted: August 13, 2018

Effective: July 1, 2018

**Leave Request Procedures, *Administrative Procedure 4551.1***

The following steps should be followed in applying for a leave of absence from the Cherry Creek Schools:

1. Request a leave request form from the Transportation Department or the Office of Human Resources.
2. Discuss with your supervisor the intended request for a leave of absence.
3. Complete the form, have it approved by your supervisor, and enclose all supportive documentation.

4. Submit the completed form to the Director of Transportation.
5. The recommendation shall be forwarded to the Office of Human Resources.
6. If the leave is recommended by the Office of Human Resources, it will then be presented to the Board of Education for consideration.
7. The Office of Human Resources will notify the applicant of the action of the Board of Education.
8. If the leave is approved, contact the Office of Human Resources to discuss your insurance benefits and other actions you may need to take.

Approved by Superintendent Jim Huge, February 13, 1989

Revision approved by Superintendent Monte C. Moses, August 14, 2006

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

#### 1. Leave of Absence for Active Military Duty for Training

- a. An employee, who is a member of a reserve component of the United States military services or a member of a National Guard Unit, shall be granted leave for up to fifteen days of active duty for training in any year.
- b. Such military training leave shall be granted with pay if the training takes place during an employee's regular contracted or assigned work time. Such sums as shall be paid by the military for salary while on training leave shall be reimbursed to the District up to that amount which equals the employee's normal salary or wage for the day(s) in question.

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

- c. A copy of the employee's orders will accompany the request for leave. The provisions of Colorado Statute shall apply.

#### 2. Military Leave

An employee who is involuntarily inducted into active military service shall, upon request, be granted a leave of absence without pay by the Board of Education for the period of involuntary service. A copy of the employee's orders will accompany the request for leave. The provisions of Colorado Statute shall apply.

#### 3. Leave of Absence for Jury Duty

All regular employees and all regular part-time employees under court orders for jury duty shall be granted leave of absence with pay. Such sums as shall be paid by the court, minus expenses, shall be forwarded to the school district if jury duty occurs on a contracted day.

The employee shall supply documentation of absences and amount of compensation.

#### 4. Subpoenaed Witness

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

Adopted: November 14, 1983

Effective: January 1, 1984

**Vacation, Policy 4555**

1. Employees are to be granted paid vacation based on their length of service in the District. If multiple drivers request the same date, vacation time will be awarded on a first come, first served basis. Multiple requests received at the same time will be awarded in order of seniority. Vacation for all employees shall be at the convenience of the District and approved in a timely manner before they are taken.
2. Qualifying drivers shall be granted paid vacation in accordance with the following schedule, and at the District's convenience:

Accrued Vacation Hours per Month																		
Years of Service	Rate per Month	Package Hours per Day																
		4.00	4.25	4.50	4.75	5.00	5.25	5.50	5.75	6.00	6.25	6.50	6.75	7.00	7.25	7.50	7.75	8.00
< 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	0.34	1.36	1.45	1.53	1.62	1.70	1.79	1.87	1.96	2.04	2.13	2.21	2.30	2.38	2.47	2.55	2.64	2.72
3 - 4	0.42	1.68	1.79	1.89	2.00	2.10	2.21	2.31	2.42	2.52	2.63	2.73	2.84	2.94	3.05	3.15	3.26	3.36
5 - 9	0.84	3.36	3.57	3.78	3.99	4.20	4.41	4.62	4.83	5.04	5.25	5.46	5.67	5.88	6.09	6.30	6.51	6.72
10 - 14	1.25	5.00	5.31	5.63	5.94	6.25	6.56	6.88	7.19	7.50	7.81	8.13	8.44	8.75	9.06	9.38	9.69	10.00
15 +	1.67	6.68	7.10	7.52	7.93	8.35	8.77	9.19	9.60	10.02	10.44	10.86	11.27	11.69	12.11	12.53	12.94	13.36

3. (a) Vacation hour accrual is based upon current package hours, to be computed monthly.
- (b) During the summer, drivers who are not working will accrue based upon the minimum twenty-five (25) hour weekly guarantee.
- (c) Vacation hours accrued in one fiscal year and not taken by June 30 shall be paid out At the end of the fiscal year. Retirement or resignations during the fiscal year will have vacation balances paid at the time of separation.
4. Those drivers who bid year-round packages during the May 2002 bid and who were designated year-round drivers as a result will receive the following guarantee: The vacation accrual rate will remain the same as the 2002-2003 paid leave accrual rate until the driver has enough longevity to move into the next higher rate or until the driver bids off of a designated year-round position. Those drivers who presently receive the two (2) days per month accrual rate will continue to receive the two (2) days per month accrual rate until retirement, resignation, or termination or until they bid off of a designated year-round position.

Effective the 2006-2007 school year, this guarantee extends to those year-round position drivers who were grandfathered as described above and who, during the 2006-2007 bid,



bid either a year-round position or bid a conventional-year position and bid enough days during the summer to earn 12-month status.

Revised: April 23, 2018  
Adopted: August 13, 2018  
Effective: July 1, 2018

**Holidays, Policy 4556**

1. Holidays shall be identified by the Assistant Superintendent of Human Resources after the adoption of the school calendar by the Board of Education. Drivers will be paid their average weekly hours on those holidays. Normally, the holidays would include the following:

<u>Year Round/Summer Work Packages</u>	<u>Conventional Year Packages</u>
New Year's Day	New Year's Day
Martin Luther King, Jr. Day	Martin Luther King, Jr. Day
Presidents' Day	Presidents' Day
Memorial Day	Memorial Day
Independence Day	Labor Day
Labor Day	Thanksgiving Day
Thanksgiving Day	Day-after Thanksgiving
Day after Thanksgiving	Christmas Day
Christmas Day	Day after Christmas
Day after Christmas	

2. On any designated paid holiday drivers will be paid their package hours plus one and one half (1 ½) times their hourly wage for actual hours worked.

Any work performed on a Sunday will be paid at one and one half (1 ½) times the driver's hourly rate.

Revised: April 28, 2014  
Adopted: December 8, 2014  
Effective: July 1, 2014

**Sick Leave Bank, Policy 4562**

- 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 eight (8) hours of 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 Classified Employee Council (CEC).

3. Contributed Days

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

4. Dropping Membership

A member may terminate membership in the Sick Leave Bank by completing the required form (Administrative Procedure 4562.3) provided by the CEC. 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

- i. The minimum number of days in the bank will be one hundred and fifty (150).
- ii. Should the number of days drop below the minimum, the CEC will take necessary action to raise the balance above the minimum. The CEC will have the authority to assess an additional day from each member. Days will be assessed in increments of one (1) additional day of current or accumulated leave from each member.
  - (a) 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.

- (b) Any members who were unable to contribute the assessed day(s) and did not affirmatively drop membership in the bank will have the assessed day(s) deducted from their current or accumulated leave during the following year.
  - iii. If an assessment is deemed necessary, all members will be provided an opportunity to terminate their membership prior to the assessed day being deducted from their current or accumulated leave.
  - iv. If the CEC feels that the bank cannot be funded adequately with the present membership or a more suitable plan is found, the CEC, in conjunction with Human Resources, can vote to terminate the bank. 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.
  - v. Members may contribute more days to the bank up to their leave balance amount.
  - vi. 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 forty-five (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. At the member's request, the two (2) deduct days may be spread over two (2) pay periods.
  3. Upon acceptance by the Long-Term Disability (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 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.)

5. 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.
6. 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 sixty (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:
  - i. A licensed physician's verification that the illness or disability is total and renders the employee incapable of working; and
  - ii. a medical leave of absence; and
  - iii. a Sick Leave Bank application form.
7. The Benefits Office will have the authority to request additional information, including a request to the Superintendent to use Policy 4047 (Physical/Mental Examination).
8. 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.
9. Requests for less than full days of disability will be considered when:
  - i. The member is engaged in a rehabilitation/recovery program directed by a licensed physician; and
  - ii. the member's supervisor and/or building principal has approved a partial return to work.
10. 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.
11. The CEC will make available, by request to classified employees, a summary of action taken on requests and other information deemed appropriate. Information pertaining to specific individuals will be kept confidential within the Office of Human Resources. A representative of the Office of Human Resources will maintain a current record of days contributed and days used.

Revised: March 23, 2018

Adopted: August 13, 2018

Effective: July 1, 2018

**Sick Leave Bank Application, *Administrative Procedure 4562.1***

Name \_\_\_\_\_ EID # \_\_\_\_\_

Facility \_\_\_\_\_

This application to the Sick Leave Bank is governed by Policy 4562.

I hereby voluntarily enroll in the Sick Leave Bank, and grant permission for two (2) of my unused days of sick leave to be credited to the Sick Leave Bank. I also agree to further reductions of my accumulated sick leave as may be required under Policy 4562.

I understand that I may cancel my membership in the Sick Leave Bank at any time by so indicating in writing. I further understand that I waive any right to those days already assessed if I do cancel my membership in the Sick Leave Bank by completing Administrative Procedure 4562.3, Request to Terminate Membership.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Return this form to the District Office of Human Resources.

Adopted: August 8, 2016

Effective: July 1, 2016

**Sick Leave Bank Request Form, Administrative Procedure 4562.2**

Name \_\_\_\_\_ EID # \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Home Phone \_\_\_\_\_

Facility \_\_\_\_\_

Number of Years in Cherry Creek School District \_\_\_\_\_

Number of Leave Days Requested \_\_\_\_\_

1. Coincident with a request to the Classified Employee Council (CEC), a member must make application to the District's long-term disability (LTD) carrier for disability benefits.
2. This form may be submitted prior to the actual use of requested days, but must be submitted within ninety (90) calendar days after the Sick Leave Bank Member returns to work for the CEC to consider the request.
3. For your own protection, please read Policy 4562.
4. Before the CEC will consider your request, you must submit:
  - a. A licensed physician's verification that the illness or disability is total and renders the employee incapable of working; and
  - b. actual or expected date of return to work; and
  - c. a completed long-term disability (LTD) form; and
  - d. a medical leave of absence request.

**Signed:** \_\_\_\_\_

5. Physician's statement of the nature of the illness/disability: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I certify that this illness/disability is total and renders the member incapable of working.

NOTE: Your patient has exhausted all available personal sick leave and is now requesting a leave with pay from the Sick Leave Bank.

Actual or Expected Date of Return to Work: \_\_\_\_\_

**Physician's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Phone: \_\_\_\_\_

Adopted: August 8, 2016

Effective: July 1, 2016

**Sick Leave Bank Request to Terminate Membership, *Administrative Procedure 4562.3***

I, \_\_\_\_\_ terminate my membership in the  
Cherry Creek School District Sick Leave Bank effective \_\_\_\_\_.

I understand that the days I have contributed may not be withdrawn.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

Adopted: August 8, 2016

Effective: July 1, 2016

# General Information



### **Employee - Board of Education Relationships, *Policy 4002***

1. The Board of Education of the Cherry Creek School District is always accessible to employees and employee representatives of the District.
2. As a general rule, any topic necessitating official action should first be submitted to the Office of Human Resources before being placed on the agenda.

Revised: June 10, 2002  
Adopted: June 10, 2002  
Effective: July 1, 2002

### **Publication of Articles, *Policy 4003***

All staff members are encouraged to submit original articles for publication. Manuscripts dealing with programs of the Cherry Creek School District shall be reviewed and approved by the Superintendent.

Proposed: January 12, 1981  
Adopted: February 9, 1981

### **Political Activities, *Policy 4006***

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

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

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

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

### **Organizational Membership, *Policy 4013***

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

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

### **Activity Tickets, *Policy 4043***

All District personnel 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.

Proposed: May 23, 2012  
Adopted: August 13, 2012  
Effective: July 1, 2012

**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 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 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 school district's choice. However, in the event the employee desires to utilize a personal physician, subject to the approval of the Superintendent, to satisfy the employee's examination requirement, the employee may do so provided the examination can be conducted within such time as may be reasonably required by the District. In such event, the private physician will be paid by the District an amount equal to the amount usually and customarily paid by the District to the physician selected by it.

Following the examination, a written report shall be issued by the physician.

2. As a condition of continued employment with the District, all employees consent to a chemical test of their blood, urine or breath upon request of the Superintendent or designee. This test shall be ordered in the event the Superintendent or designee has reasonable suspicion to believe that the employee is under the influence of alcohol or drugs, or in the event of a reasonable suspicion that the employee's ability to perform his or her duties is impaired by the use of alcohol or drugs. The employee will be allowed up to thirty minutes to obtain representation of his/her choice. Any such tests shall be

conducted at any hospital, clinic, or facility properly equipped to administer such tests and shall be performed by any doctor, nurse or technician properly qualified to administer such tests. The employee may not select the physician or technician to administer the tests. All such tests shall be paid for by the District.

The term drugs, as used herein, shall include, but not be limited to, those substances defined in CR5. 12-22-30 1 et. seq., known as the Colorado Controlled Substance Act of 1981.

- (a) The failure or refusal of an employee to submit to any test required in paragraph 2 above, or to submit to and obtain the examinations required in paragraph 1 above, shall constitute insubordination, and shall result in:
  - (1) immediate suspension without pay, except as required by Colorado Statute, and,
  - (2) termination of employment being recommended to the Board of Education.

3. Alcohol and Controlled Substance (Drugs) Testing for Commercial Driver's License (CDL) Employees

- (a) The Omnibus Transportation Employee Testing Act of 1991 (the "ACT") and Department of Transportation rules, procedures and regulations (the "Regulations") require that the District conduct pre-employment/pre-duty, random, reasonable suspicion, post-accident, return to duty and follow-up testing of all District employees required to obtain a Commercial Driver's License ("CDL").
- (b) All alcohol and controlled substance testing performed under and pursuant to this Section C, will be conducted in accordance with federal regulations, the Act and procedures adopted by the District.
  - (1) Controlled substance testing will be conducted by means of a urine specimen collected and tested by a laboratory certified by the U.S. Department of Health and Human Services.
  - (2) Alcohol testing will be conducted using an evidential breath-testing device.
  - (3) Employees will not be entitled to have testing performed at a location or by an individual or facility other than that designated by the District. However, a split sample of the urine test for controlled substances will be available for the employee pursuant to District policy and federal regulations in the event the sample tested is confirmed positive.
  - (4) An employee may not refuse to submit to alcohol and/or controlled substance testing under this Section C. Refusal shall result in immediate suspension of employment without pay and recommendation of termination to the Board of Education.

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 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.

Revised: December 12, 1994

Adopted: January 9, 1995

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

A. Purpose

This procedure establishes a mutually-beneficial process between an ill employee and the

District to insure that the health or safety of the employee, students and other employees is protected.

B. Identification of Ill Employees

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

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

C. Verification of Illness or Disease

The Assistant Superintendent of Human Resources or designee will take reasonable steps to verify the existence or non-existence of a communicable or life-threatening disease. This will be determined by a review of medical reports, files, diagnostic testing, hospital records, and/or consultation with physicians or other medical personnel as may be deemed necessary.

D. Determination of Fitness for Continued Duty

In the event an employee is affected by a communicable or life-threatening disease or illness, recommendations regarding the employee's fitness for continued duty and contact with students and other staff will be made on a case-by-case basis by the Assistant Superintendent of Human Resources. The recommendations will be based on, but not limited to:

1. Medical reports regarding the condition of the employee;
2. the type of duties and interaction in the work place required of the employee in performance of his/her assignment;
3. the impact of continued employment on the affected employee, students and others in the work place;
4. consideration of "reasonable accommodations" in the employment of the affected employee pursuant to Section 504 of the Rehabilitation Act when applicable, and
5. input and recommendations from public health officials and others.

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

E. Return to Duty

If an ill staff member is determined to be fit for continued duty, the supervisor will be informed of the employee's medical condition, the reasonable accommodations and 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