

Negotiated PolicyDefinitions

- A. The term "Mental Health Employee" as used in policy will mean and include any licensed person whose pay is determined by the salary schedule in Policy 4870, and who is employed to instruct or to administer, direct or supervise the Mental Health services of the District, and who assumes one or more of the following positions:
- (1) Social Worker
 - (2) Psychologist
- B. The term "Administration" as defined in policy will mean a collective body of persons who manage, administer or direct the total educational enterprise of the District in whole or any part thereof. Administration will include all persons who hold an administrative license or an equivalent thereof and who are appointed by the Office of the Superintendent, who are paid in accordance with board policy for administrators, to assume full time one or more of the following responsibilities:
- (1) Supervise, appraise and evaluate licensed and/or classified personnel,
 - (2) Allocate and expend certain designated school funds,
 - (3) Provide consultative services to licensed and/or classified personnel,
 - (4) Provide services to licensed, classified or support personnel primarily aimed toward improving instruction, or the delivery of other student support services,
 - (5) Supervise the maintenance and operation of the plant or facility or unit to which assigned,
 - (6) Direct, supervise, and evaluate assignments projects, programs or operations designated by the Office of the Superintendent (i.e., special projects, Federal/State projects). The above should not be interpreted to mean that members of the administration may also assume teaching, mental health or nursing responsibilities except on a temporary, substituting basis.
- C. The term "Board" as used in policy will mean the Board of Education of School District No. 5, County of Arapahoe and State of Colorado.
- D. The term "Association" as used in policy will mean the Cherry Creek Education Association, Incorporate
- E. The term "District" as used in policy will mean Cherry Creek School District No. 5, in the County of Arapahoe and State of Colorado.

- F. The term "Superintendent" as used in policy will mean the Chief Executive Officer of the Cherry Creek School District No. 5 or designee.
- G. The term "School Calendar Year" as used in policy will mean the period of time as specified in Policy 4871.
- H. The term "Board Representatives" as used in policy will mean the members of the District Negotiations Team (DNT) appointed to represent the Board of Education in negotiations with the Association.
- I. The term "Association Representatives" as used in policy will mean the members of the Professional Negotiations Team (PNT) selected by the Association.
- J. The term "Negotiating Unit" as used in policy will mean all mental health employees who are not considered administration as defined above, and are paid on the salary schedule in Policy 4870.
- K. The term "Mediator" as used in policy will mean a person qualified by training and/or experience to assist in the resolution of a disagreement.
- L. The term "Fact Finder" as used in policy will mean a person who makes a factual study of the issues in dispute and issues a report setting forth findings on the facts underlying issues in dispute and making recommendations for resolution of the disagreement.
- M. The term "T.R.A.C." will mean The Rights Activity Committee of the association.
- N. The term "Per Diem" will mean the daily rate of pay as consistent with the Mental Health Employee's contract, as specified in Policy 4870 (B) (9).

1. Representation

- A. The Board of Education will appoint administrative representatives to meet with the representatives of the Cherry Creek Education Association to discuss terms and conditions of employment.
- B. Following such discussion, tentative agreements shall become policy upon approval of the Association and adoption by the Board of Education.

2. Recognition

- A. The Board of Education recognizes the Cherry Creek Education Association, hereafter referred to as the “Association” as the sole and exclusive representative of the negotiating unit for the purpose of negotiations between the District and the Negotiating Unit with regard to wages, benefits, hours, processing of grievances, and all other terms and conditions of employment. Nothing herein should be interpreted to preclude both parties from agreeing any other subjects for negotiations.
- B. This recognition will remain in effect unless another organization is elected by members of the negotiating unit to replace the “Association” to represent members of the negotiating unit.

3. Election Procedures

- A. Any group representing mental health employees wishing to replace the Association as negotiating agent for mental health employees or one or more mental health employees seeking to end the formal designation of an exclusive representative will present to the Board a petition requesting a representation election. The petition must carry the signatures of at least thirty-five percent (35%) of the members of the negotiating unit.
- B. The petitioning group must secure agreement on election dates, procedures, and supervising agency with the Board and the Association. In the event an agreement is not reached within twenty (20) days the matters unresolved, will be referred to the American Arbitration Association for a resolution. Two-thirds of the cost of the election, which is necessary to insure validity, is to be paid by the petitioning group and one-third by the Association.
- C. Petitions to determine a change in the negotiating agent may be filed with the Board only between May 1 and May 15 of the year in which the negotiated salary package expires. Such elections will be conducted by a firm of auditors, mutually agreeable to all parties to the election, or the American Arbitration Association. A majority of those members voting in said elections shall constitute a majority for the purposes of determining representative recognition.
 - a. Ballot/ Election Procedures
 - i. Only the petitioning party and the Cherry Creek Education Association, Incorporated will be on the ballot.
 - ii. If the petitioning party receives a majority (50% plus one) of the

votes cast, they will be granted exclusive representative status, if applicable, for the bargaining unit.

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

b. Ballot/ Election certification

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

c. Exclusive Representation

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

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

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

4. Association Rights

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

1. The use of school bulletin boards.
2. The use of inter-school mail service.
3. The Association will have the right to use school equipment, including typewriters, photocopy machines, calculating machines, audio-visual equipment and other paper or document processing equipment at reasonable times when such equipment is not

otherwise in use. The Association will also have the right to use desktop or other computer equipment and peripherals such as printers and scanners in a similar fashion provided that all such use shall be subject to and consistent with any District policy governing the use of electronic equipment by staff. Arrangements for the removal of any equipment from the building must be made in advance. The Association will pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. Arrangements to use school facilities will be made with the administrator in charge.

4. The Association through its officers and representatives will have the right to communicate with staff in the bargaining units it represents via e-mail or like electronic means provided that any such communication will comply with and be subject to any District policy concerning the use of e-mail systems or the like or for communication via the internet or intranet.
5. Opportunity to participate with the building faculties and District-wide staff in meetings provided appropriate advance arrangements can be made with the person in charge of the meeting.
6. The right of having dates for the Association to have meetings and other important events published in District publications, provided the District's deadlines are met.
7. The right to have meetings at the close of a school day.
8. The Association will be the only mental health employee organization to process grievances on behalf of mental health employees under Policy 4878.

B. Information

- 1) The District and the Association agree to furnish each other information in response to specific requests or concerns including but not limited to:
 - a) Proposed budgets, enrollment, and staffing data.
 - b) District-assigned specialists.
 - c) Annual financial reports and audits.

- d) Agenda and minutes of Board meetings.
 - e) Census data as available.
 - f) Group mental health employee health insurance premiums and experience figures.
 - g) And such other information that will assist the informed and constructive creation and management of programs on behalf of the mental health employees and their students.
 - h) Information which may be necessary for the Association to process any grievance or complaint.
- 2) In addition, the District will provide the Association, on a regular basis:
- a) Any changes to Board policies or administrative procedures.
 - b) Copies of agenda, minutes, and proceedings of all regular or special meetings of the Board, except those held in executive session.
 - c) Two current and revised copies of Board policy and administrative procedure books.
- 3) The District will allow use of duplication facilities and provide materials which will allow the Association to make up to ten copies of a particular document.
- 4) The District will provide, at District expense, on compact disk (CD), each mental health employee a copy of the policies and procedures, for which they are contractually responsible.
- a) The CD cover will clearly identify:
 - 1. the District and the Association,
 - 2. the name of the employee group, and
 - 3. the time period of the negotiated agreement.
 - b) The CD will be readable on both a PC and a Mac (i.e., A hybrid disk).

- c) The CD will contain:
 - 1. A suitable version of Adobe's Acrobat reader for the Mac and the PC.
 - 2. The negotiated agreement for each employee group represented by the Association in PDF format.
 - d) In addition, each school or main administrative department will provide a copy of operational procedures and policies unique to that office or building for the personal use of each licensed person assigned to that office or building. A copy of the personnel policies and procedures which are unique to teachers and affect teacher load or compensation will be given to each teacher on a school-year to school-year basis. These copies remain the property of the school, and will be updated annually by the respective department or building.
 - e) The District will distribute changes in policies or procedures within five (5) work days of Board approval or District enactment, using "First Class" in PDF format to licensed personnel who will be affected by the changes or who must implement these changes.
- 5) Orientation sessions will be provided in each department or school once each year to review policies and procedures assigned licensed personnel. In addition, special orientation times will be provided for new licensed personnel to cover in detail the policies, procedures, privileges, and benefits of the Cherry Creek School District.
- C. Whenever any representative of the Association is required to participate during working hours in negotiations, grievance proceedings, conferences or meetings, that representative will suffer no loss of pay.
 - D. Orientation programs for new mental health employees may be co-sponsored by the Board and the Association, with the Association obligated to assume only such costs as may be mutually agreed upon during the planning for such programs. To the extent prohibited by law, the Board will not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor will the Association be expected to assume the cost of speakers, consultants and services normally considered an appropriate professional in-service training activity of a Board. Duties and responsibilities of mental health employees involving student supervision

outside of regular assignments will be clearly explained as a part of the regular orientation program.

E. Association President

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

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

G. Association Leaves

- 1) President – Upon request of the Association, the President of the Association may be released from teaching duties up to full time, and the Association will pay monthly seventy-five percent of the appropriate portion of the salary and benefits including PERA, paid on behalf of the President. Specific arrangements for the release time will be mutually agreed upon by the President and building principal involved, with the District responsible for paying the cost of the classroom replacement. It is understood that there will only be one President for the Cherry Creek Education Association, Incorporated.
- 2) The Association shall be granted association leave each school year for its identified members to attend workshops, conferences, and other activities of the Association and its state and national affiliates. The Association shall approve such requests. For such days, the Association will pay the actual substitute cost (e.g. at the regular substitute rate, the “super sub” rate, or the retired CCSD employee rate) including PERA and Medicare, and the District will pay the per diem cost of the individual taking the leave.
- 3) Association leave will be exclusive of time necessary for mental health employees to testify at grievance hearings under Policy 4878 except as stipulated in Policy 4878, section E, 5.
- 4) Exceptions may be made upon mutual agreement.

H. Political Activities

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

I. Payroll Deductions for Membership Dues

- 1) The District will deduct in equal monthly installments from mental health employees' salaries the dues for the Association as mental health employees individually and voluntarily authorize and will transmit the monies to the Association.
- 2) Such payroll deductions will be continuous from year to year for those mental health employees who have signed a continuing membership application and payroll deduction authorization form. Mental health employees may withdraw their request for payroll deductions by notifying the District prior to the 10th of any month.
- 3) The Association will notify the District prior to September 1 each year of the current rate of membership dues. The Association will submit authorization forms of new members to the District payroll office prior to the 10th of each month for dues to be deducted from that new member's payroll that month. The District will provide to the Association, on or before the last day of each month, a complete list of mental health employees for whom dues are being deducted and a list of mental health employees who dropped their membership that month.
- 4) In administering the District's payroll deduction system, the District will not make any additional expenditure of public funds or resources in order to collect or transmit contributions for The Fund for Children and Public Education or any local political action committee above and beyond the expenditures made to collect and transmit the dues for the Association.

4. NegotiationsA. Initiating Negotiations

- 1) Upon written request by the Association to the Board, or by the Board to the Association, after September 1 and no later than November 1, the Board and the Association will arrange for negotiation as provided for herein.
- 2) The Board will, upon the request of the Association, negotiate with the recognized Association in matters related to additions, deletions, and/or changes in Board policy as defined below. Nothing in this policy will be construed to preclude the Board from conferring with any employee or employee organization on a policy matter. Either party may present to the other a written request to negotiate on matters related to additions, deletions, and/or changes to Board policies dealing with mental health employees' salaries, wages, benefits, and other terms and conditions of employment. Either party may seek review of the question of application of the proposals as they pertain to salaries, wages, benefits and other terms and conditions of employment utilizing the mediation section, the conducting mediation section and the fact-finding section of this policy.
- 3) A written response will be made by the party in receipt of the request within eight (8) working days of the receipt of such request. This written response will indicate a time, date, and place for commencing negotiations.
- 4) All negotiating sessions will be conducted at a time and place mutually agreeable to the negotiators named by each party, provided, however, the first meeting will be held within fifteen (15) days of the original written request unless other arrangements are mutually acceptable.
- 5) For negotiations during the 2010-11 School Year the District and the Association agree to modify Section (A)(2) above by limiting the issues that will be negotiated to the following:
 - (a) Policy 4872,
 - (b) Any items mutually agreed to, and/or
 - (c) In the event that "Total Program Funding" for Fiscal Year 2011-

12 is, or will be, less than "Total Program Funding" for 2010-11 (not including adjustments due to increases or decreases in student count but including any rescission) by more than 1.75% the District may reopen negotiations on salary, benefits and economic cost items for the 2011-12 Fiscal Year. Similarly, if "Total Program Funding" for Fiscal 2011-12 is or will be more than 1.75% greater than Total Program Funding for 2010-11 (not including adjustments due to increases or decreases in student count but including the effect of any rescission) then the CCEA may reopen negotiations on salary and benefit items for the 2011-12 Fiscal Year. If either party gives notice of such a reopening, and there is such an increase or decrease in revenue, the other party will participate in negotiations. Such negotiations will be governed by and be in accordance with Policy 4879. In the event that the meaning of "Total Program Funding" is redefined within the Colorado school funding framework the parties will determine an alternate measure which preserves the intent of this provision as closely as possible.

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

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

B. Nature of Negotiations

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

C. Adopting Recommendations

- 1) Any agreement reached through negotiations will be put into written form and be indicated as the recommendation of the Board representatives and the Association representatives for the approval of both parties. Such recommendation will carry the signatures of the spokesperson of each negotiating team.
- 2) The recommendation becomes policy when approved by the Association and adopted by the Board.
- 3) The Board cannot adopt any item of agreement which is contrary to

the laws of the State of Colorado.

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

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

D. Mediation

- 1) If, during negotiations, as described, persistent disagreement is encountered, an impasse may be declared by either party at a negotiating session. Should impasse be in effect, the Board in its budget-building process will provide adequate funding for all proposals for which tentative agreement has been obtained, and consideration will be given for proposals still under negotiation.
- 2) If negotiations have reached an impasse, the issues in dispute will be submitted to a mediator for the purpose of inducing both parties to make a voluntary agreement. A concerted attempt will be made to find a mediator acceptable to both parties. If such a person cannot be found, a request will be made by either party to the American Arbitration Association for the names of five qualified mediators to be submitted to the Board representatives and Association representative. The mediator will be selected by the parties alternately striking a name from the list of names until one mediator's name remains. The initial striking of a name will be done by the party who has not requested mediation. A mediator will be selected, contracted, and retained within twenty (20) days of the formal declaration of impasse unless both parties agree otherwise.

E. Conducting Mediation

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

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

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

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

F. Fact Finding

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

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

- 2) The fact finder will have the authority to hold hearings and make procedural rules.
- 3) The format, dates and times of meetings will be arranged by the fact finder. All meetings by the fact finder will be closed to the press. Releases to the media will be made jointly.
- 4) Within fifteen (15) days after the conclusion of such hearings by the fact finder, the fact finder will submit a report in writing to the Board representative and the Association representative only. Said report will set forth his findings of fact, reasoning, and recommendations on the issues submitted. The report will be advisory only and binding on neither the Board representative nor the Association representative.
- 5) Within ten (10) days after receiving the report of the fact finder, the Board representative and Association representative will meet to discuss the findings of the fact finder. This meeting is a continuation of the negotiations process. This meeting is closed to the press. News releases made after fact finding and prior to this meeting will be made jointly.
- 6) The respective parties will take official action on the report of the fact finder no later than ten days after the meeting or meetings

described above.

- 7) To the extent that tentative agreement is reached on the issues in dispute as a result of such fact-finding, the procedures described and provided for under adopting recommendations will apply.
- 8) The cost for the services of the fact-finding will be shared equally by the District and the Association.
- 9) Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made and a copy of any transcript will be provided to the fact finder. The party requesting a stenographic record will pay the costs thereof, except that if the other party requests a copy of any transcript, it will share the entire cost of making the stenographic record.

Part II: Negotiated Mental Health Employee Rights

1. Use of School Buildings by Staff During Non-School Hours
Staff members are permitted to work in school buildings during off-duty hours, however, arrangements for that work will be made with the building administrator. It is the staff member's responsibility to maintain security of the building when personnel normally charged with that responsibility are not present.
2. Attendance of Children of District mental health employees Who Are Not District Residents
Due to the passage of HB 94-1065, "Choice Within Public Schools," priority of placement within the District schools will be given to children of District mental health employees on a space available basis before other non-resident students.
3. Just Cause
No mental health employee shall be discharged, reprimanded, disciplined, suspended, reduced in compensation, transferred, adversely evaluated or terminated without just cause and due process.
4. Criticism of mental health employees
 - A. The normal process for addressing criticism or concerns brought to an administrator regarding a specific mental health employee is:
 - a) Step 1: Contact the mental health employee about whom the concern was raised to discuss the concern and the administrator's initial judgment about the seriousness of it.
 - b) Step 2: The administrator may then choose to consider the investigation into the matter completed or conduct additional

investigation into the matter and would normally communicate this information to the mental health employee.

- c) In a limited number of situations (for example, to comply with the law or when no specific individual is identified), these steps may not be followed.
 - d) The intent of this section is to ensure that concerns are addressed in a timely manner and that the parties involved are aware of the process for considering the concern.
- B. In addition to the above, the mental health employee will be given written notice of, and have the right to respond to, any material or information which is critical or negative in any nature concerning the mental health employee, and to be advised of the source of any such information, before such material or information may be used in any formal process involving matters such as reprimand, discipline, suspension, reduction in compensation, transfer, evaluation or termination.
- i. When an administrator receives information, which in the administrator's judgment could become part of such a process, the administrator, prior to the utilization of said material in any formal process, has the obligation to inform the mental health employee of that material in a timely manner.
 - ii. The mental health employee will be given the opportunity to attach a written response and/or rebuttal to the formal record of any negative or critical material or information.
 - iii. Under certain circumstances, the identity of the source of critical or negative material may be kept confidential if the administrator has an objective basis to believe that the release of the identity would be detrimental to the health or safety of the source.
- C. It is the responsibility of a mental health employee to meet with students and/or their parents regarding a question or criticism of his/her job performance, if the students or parents request a meeting. In the event of such a meeting, the mental health employee may request the presence of the building administrator, and the administrator will make every effort to provide for the professional integrity of the mental health employee.

5. Required Meetings or Hearings

Any mental health employee required to appear at a meeting or hearing before

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

6. Official File

An official file will be established and maintained in the Office of Human Resources for each mental health employee. The mental health employee will have the right to review the contents of his/her file and to submit a written response to any material contained therein. Materials of a critical or derogatory nature will not become part of a mental health employee's personnel file without the employee being given an opportunity to attach a written response. In addition, the mental health employee will have such other rights as provided by the Colorado Public Records Law, Article 72, Part 2.

Upon written request to the principal, in the case of a building file, or to the Assistant Superintendent of Human Resources in the case of the District personnel file, consideration will be given to removing a notation, which reflects adversely upon the mental health employee from the file. In the event the request for removal is denied, the written reasons for denial shall be provided to the mental health employee. Nothing in this section pertains to ratings or comments on evaluations.

7. Notification of Garnishment of Wages

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

8. Electronic Devices

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

- ii. The provisions of Policy 4879, Part II (3) above also apply to the use of information obtained through electronic devices.
- iii. Additionally, no information to be used in a mental health employee's evaluation report shall be gathered by electronic devices without the written consent of the mental health employee.
- iv. The district will comply with all state and federal laws.

9. Payment for Damages to Personal Property

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

- 1) Personal Assault: In the event an employee, while acting within the scope of his/her employment, has his/her personal effects such as clothing, glasses or jewelry damaged or destroyed as a result of an attack, assault, or pupil supervision problem, the district will under district procedures, reimburse the employee the allowed amount to repair or replace the item(s), provided such damage or destruction is not the result of the employee's negligence.
- 2) Stolen Personal Items: The district will reimburse the employee the allowed amount for wallets/purses, outerwear and briefcases and contents, if appropriate, which are stolen while on school grounds.
- 3) Stolen/Damaged Personal Property Used for Instruction: The district will reimburse the employee the allowed amount for stolen or damaged personal property used for instructional purposes at school.
- 4) Damaged Property – Automobiles: The district will pay the allowed amount toward the insurance deductible for automobile damage due to vandalism providing the employee was acting within the scope of

his/her employment.

B. Space for Personal Property

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

10. District and Other Equipment and Technology.

When employees are issued or entrusted with equipment or technology including such items as mobile phones, notebook, desktop and other computers, smart boards, projectors, iPods or other devices, the employee is expected to act prudently in the use and safekeeping of such items. The District agrees to not hold employees responsible for lost or damaged equipment when the employee's actions have been prudent. When an employee, in reasonably carrying out building, worksite or District policy or procedure utilizes or takes control of student devices or equipment, the District will not hold the employee responsible for loss of or damage to the equipment when the employee's actions in the matter have been prudent and consistent with policy or procedure. This provision shall sunset with the adoption of policies and/or procedures based on recommendations from the Technology Task Force.

11. Protection and Safety

- a. The District and the Association agree that schools need to be orderly, peaceful environments where high quality education can take place without the fear of physical and/or verbal violence.
- b. In order to meet the goal of having safe schools for employees and students while protecting the integrity of the learning environment, there must be policies and procedures that address the various aspects of school safety.
- c. It is not the intent of this policy to discourage individuals or groups from providing mental health employees with feedback, either positive or negative, regarding parents' or their children's concerns about the quality of instruction, classroom atmosphere, discipline, or interpersonal communication, or other relevant issues.
- d. The integrity of the instructional process should be paramount in the school system. In order to maintain that integrity, conferences, meetings,

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

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

- f. Harassment/intimidation exists if an individual or group:
 - directs personal insults (whether transmitted in writing, orally, or by electronic means) that are likely to incite an immediate adverse response from the person(s) being addressed
 - threatens the employee with physical harm or actually harms a person
 - damages, defaces or destroys private property of any person
 - commits an act of harassment or intimidation (as defined by statute)
 - places a person in position of feeling at risk of emotional or psychological harm.

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

12. 40. Professional Communications

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

Revised: June 8, 2009
Adopted: August 10, 2009
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for the Association

for the District

Date: _____