

**Negotiated Policy**

1. Definitions

A. The term “Teacher” as used in policy will mean and include any licensed person whose pay is determined by the Teacher Salary Schedule, employed to instruct or to administer, direct or supervise the instructional program of the District, and who assumes one or more of the following positions:

- |                                |                        |
|--------------------------------|------------------------|
| (1) Classroom teacher          | (5) Librarian          |
| (2) Subject matter coordinator | (6) Special education  |
| (3) Speech therapist           | (7) Special assignment |
| (4) Counselor                  | (8) Team leader        |

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 District in whole or any part thereof. Administration will include all persons who hold an administrative license or an equivalent thereof and who are appointed by the Office of the Superintendent, who are paid in accordance with board policy for administrators, to assume full time one or more of the following responsibilities:

- (1) Supervise, appraise and evaluate licensed and/or classified personnel,
- (2) Allocate and expend certain designated school funds,
- (3) Provide consultative services to licensed and/or classified personnel,
- (4) Provide services to licensed, classified or support personnel primarily aimed toward improving instruction, or the delivery of other student support services.
- (5) Supervise the maintenance and operation of the plant or facility or unit to which assigned,
- (6) Direct, supervise, and evaluate assignments projects, programs or operations designated by the Office of the Superintendent (i.e., special projects, Federal/State projects). The above should not be interpreted to mean that members of the administration may also assume teaching, mental health or nursing responsibilities except on a temporary, substituting basis.

C. The term “Board” as used in policy will mean the Board of Education of School District No. 5, County of Arapahoe and State of Colorado.

- D. The term “Association” as used in policy will mean the Cherry Creek Education Association, Incorporated.
  - E. The term “District” as used in policy will mean Cherry Creek School District No. 5, in the County of Arapahoe and State of Colorado.
  - F. The term “Superintendent” as used in policy will mean the Chief Executive Officer of the Cherry Creek School District No. 5 or designee.
  - G. The term “School Calendar Year” as used in policy will mean the period of time as specified in Policy 4116.
  - 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 employees paid on the Teacher Salary Schedule.
  - 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 teacher’s contract as specified in Policy 4141 (2) (H)
2. Recognition
- A. The Board of Education recognizes the “Association” as the sole and exclusive representative of the negotiating unit for the purpose of negotiations between the District and the Negotiating Unit with regard to wages, benefits, hours, processing of grievances, and all other terms and

conditions of employment. Nothing herein should be interpreted to preclude both parties from agreeing to any other subjects for negotiations.

B. This recognition will remain in effect unless another organization is elected by members of the negotiating unit to replace the "Association" to represent members of the negotiating unit.

C. Election Procedures

(1) Any group representing teachers wishing to replace the Association as negotiating agent for teachers or one or more teachers 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 35% of the members of the negotiating unit.

(2) The petitioning group must secure agreement on election dates, procedures, and supervising agency with the Board and the Association. In the event an agreement is not reached within twenty (20) days the matters unresolved, will be referred to the American Arbitration Association for a resolution. Two-thirds of the cost of the election, which is necessary to insure validity, is to be paid by the petitioning group and one-third by the Association.

(3) Petitions to determine a change in the negotiating agent may be filed with the Board only between May 1 and May 15 of the year in which the negotiated salary package expires. Such elections will be conducted by a firm of auditors, mutually agreeable to all parties to the election, or the American Arbitration Association. A majority of those members voting in said elections shall constitute a majority for the purposes of determining representative recognition.

a. Ballot/ Election Procedures

i. Only the petitioning party(-ies) and the Cherry Creek Education Association, Incorporated will be on the ballot.

ii. If a 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 between the two choices that received the highest number of votes.

- b. Ballot/ Election certification
  - i. Once the results of the election have been certified by the entity conducting the elections, the question as to which party, if any, is the sole and exclusive representative of the negotiating unit shall be final.
- c. Exclusive Representation
  - i. If a petitioning party does not win the representation election the Cherry Creek Education Association, Incorporated shall be retained as the sole and exclusive representative of the negotiating unit.
  - ii. If through the election process above, the Cherry Creek Education Association, Incorporated, is not retained as the sole and exclusive representative of the negotiating unit, the Negotiated Agreement for Teachers, shall terminate as of the date recognition is lost.
- d. Elections may be held, subject to the above conditions, only once during the course of a twelve (12) month period.

### 3. 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 teachers:
  - (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 teacher organization to process grievances on behalf of teachers under Policy 4136.

B. Information

- (1) The District and the Association agree to furnish to each other information in response to specific requests or concerns including but not limited to:
  - a) Proposed budgets, enrollment, and staffing data.
  - b) District-assigned specialists.
  - c) Annual financial reports and audits.
  - d) Agenda and minutes of Board meetings.
  - e) Census data as available.
  - f) Group teacher 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 teachers 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 teacher a copy of the policies and procedures, for which they are contractually responsible.
- a) The CD cover will clearly identify:
    - 1. the District and the Association,
    - 2. the name of the employee group, and
    - 3. the time period of the negotiated agreement.
  - b) The CD will be readable on both a PC and a Mac (i.e., a hybrid disk).
  - c) The CD will contain:
    - 1. A suitable version of Adobe's Acrobat reader for the Mac and the PC.
    - 2. The policies and procedures, for which they are contractually responsible, for each employee group represented by the Association in PDF format.
  - d) In addition, each school or main administrative department will provide a copy of operational procedures and policies unique to that office or building for the personal use of each

licensed person assigned to that office or building. A copy of the personnel policies and procedures which are unique to 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 provide the CCEA with one hundred fifty (150) printed copies of the Teacher agreement and twenty-five (25) printed copies each of the Nurse and Mental Health team agreements. In addition, each building will receive and make available to members at least one printed copy of the Teacher agreement. If the building/facility has more than thirty (30) members of the bargaining unit, the building will receive an additional copy for each thirty (30) bargaining unit members or major portion. (E.g., a building with twenty-nine (29) members would receive one copy; a building with one hundred sixty-three (163) members would receive five (5) copies.)
  - f) Using "First Class" within five (5) work days of Board approval or District enactment, the District will distribute changes in policies or procedures in PDF format to licensed personnel who will be affected by the changes or who must implement these changes.
- (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 teachers 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 teachers involving student supervision outside of regular class work 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 teachers 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 are 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 teacher cost (e.g., at the regular substitute rate, the "super sub" rate, or the retired CCSD teacher 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 teachers to testify at grievance hearings under Policy 4136 except as stipulated in Policy 4136, Section (D) (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 EDPAC or any local political action committee.

I. Payroll Deductions for Membership Dues

- (1) The District will deduct in equal monthly installments from teachers' salaries the dues for the Association as teachers 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 teachers who have signed a continuing membership application and payroll deduction authorization form. Teachers 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 teachers for whom dues are being deducted and a list of teachers 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 EDPAC or any local political action committee above and beyond the expenditures made to collect and transmit the dues for the Association.

4. Initiating Negotiations

- A. Upon written request by the Association to the Board, or by the Board to the Association, after September 1 and no later than November 1, the Board and the Association will arrange for negotiation as provided for herein.
- B. The Board will, upon the request of the Association, negotiate with the recognized Association in matters related to additions, deletions, and/or

changes in Board policy as defined below. Nothing in this policy will be construed to preclude the Board from conferring with any employee or employee organization on a policy matter. Either party may present to the other a written request to negotiate on matters related to additions, deletions, and/or changes to Board policies dealing with teachers' 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.

- C. A written response will be made by the party in receipt of the request within eight (8) working days of the receipt of such request. This written response will indicate a time, date, and place for commencing negotiations.
- D. All negotiating sessions will be conducted at a time and place mutually agreeable to the negotiators named by each party, provided, however, the first meeting will be held within 15 days of the original written request unless other arrangements are mutually acceptable.
- E. For negotiations during the 2010-11 School Year the District and the Association agree to modify Section (B) above by limiting the issues that will be negotiated to the following:
  - (1) Policy 4144,
  - (2) Any items mutually agreed to, and/or
  - (3) 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 4135. 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.

- F. 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.

5. Nature of Negotiations

- A. The Board through its representatives and the Association through its representatives agree to negotiate in good faith endeavoring to reach agreement on matters open for negotiation consistent with the definitions included in the Initiating Negotiations Section above.
- B. During negotiations, the Board and/or its representatives and the
- C. 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.
- D. 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.
- E. Negotiations will be closed to the press unless both sides decide

otherwise. Releases to the media will be made jointly. This will not preclude either team communicating with their constituents, or having members of the Board or members of the negotiating unit from observing negotiations.

- F. The composition of each team will be established at the first session. Every effort will be made to keep the composition of each team the same. However, circumstances may arise which necessitate a change in the team composition. That team will make every effort to notify the other team prior to the next meeting.

6. Adopting Recommendations

- A. Any agreement reached through negotiations will be put into written form and will be indicated as the recommendation of the Board representatives and the Association representatives for the approval of both parties. Such recommendation will carry the signatures of the spokesperson of each negotiating team.
- B. The recommendation becomes policy when approved by the Association and adopted by the Board.
- C. The Board cannot adopt any item of agreement which is contrary to the laws of the State of Colorado.
- D. The parties recognize that the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of a reduction in the District's overall revenue that may lead to the District's inability to fund the agreed to salary and benefits, the Board may move to reopen negotiations on financial matters (e.g.: salary, benefits and work year) in order to achieve a balanced budget.
- E. The Association will pay for the printing of policies necessary for and prior to the ratification vote.

7. Mediation

- A. If, during negotiations, as described, persistent disagreement is encountered, an impasse may be declared by either party at a negotiating session. Should impasse be in effect, the Board in its budget-building process will provide adequate funding for all proposals for which tentative agreement has been obtained, and consideration will be given for proposals still under negotiation.

- B. If negotiations have reached an impasse, the issues in dispute will be submitted to a Mediator for the purpose of inducing both parties to make a voluntary agreement. A concerted attempt will be made to find a Mediator acceptable to both parties. If such a person cannot be found, a request will be made by either party to the American Arbitration Association for the names of five qualified Mediators to be submitted to the Board Representatives and Association Representatives. The Mediator will be selected by the parties alternately striking a name from the list of names until one Mediator's name remains. The initial striking of a name will be done by the party who has not requested mediation. A Mediator will be selected, contracted, and retained within twenty (20) days of the formal declaration of impasse unless both parties agree otherwise.

8. Conducting Mediation

- A. The format, dates, and times of meetings will be arranged by the Mediator, and such meetings will be closed to the press. Releases to the media will be made jointly.
- B. The Mediator will meet with the Board Representatives and the Association Representatives either separately or together.
- C. To the extent that tentative agreements are reached as a result of such mediation, the procedure provided in the Adopting Recommendations Section will apply. If mediation fails in whole or in part, the Mediator will report the issues that remain in dispute to the respective parties.
- D. The cost for services of the Mediator, including per diem expenses, if any, and necessary and actual travel expenses will be shared equally by the District and the Association.

9. Fact Finding

- A. If the mediation described above has failed to bring about agreements on any of the issues submitted for mediation, only the issues which remain in dispute will be submitted to a Fact Finder.
- B. In the event that the negotiating parties are unable to agree on a Fact Finder, the Fact Finder will be selected in the same manner as provided in the Mediation Section.
- C. The Fact Finder will have the authority to hold hearings and make procedural rules.

- D. The format, dates and times of meetings will be arranged by the Fact Finder. All meetings by the Fact Finder will be closed to the press. Releases to the media will be made jointly.
- E. Within fifteen (15) days after the conclusion of such hearings by the Fact Finder, the Fact Finder will submit a report in writing to the Board Representative and the Association Representative only. Said report will set forth his findings of fact, reasoning, and recommendations on the issues submitted. The report will be advisory only and binding on neither the Board Representative nor the Association Representative.
- F. Within ten days after receiving the report of the Fact Finder, the Board Representative and Association Representative will meet to discuss the findings of the Fact Finder. This meeting is a continuation of the negotiations process. This meeting is closed to the press. News releases made after fact finding and prior to this meeting will be made jointly.
- G. The respective parties will take official action on the report of the Fact Finder no later than ten (10) days after the meeting or meetings described above.
- H. To the extent that tentative agreement is reached on the issues in dispute as a result of such fact finding, the procedures described and provided for under Adopting Recommendations will apply.
- I. The cost for the services of the Fact Finding will be shared equally by the District and the Association.
- J. Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made and a copy of any transcript will be provided to the Fact Finder. The party requesting a stenographic record will pay the costs thereof, except that if the other party requests a copy of any transcript, it will share the entire cost of making the stenographic record.

10. Additional Provisions

- A. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
- B. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

- C. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
- D. Any additions, deletions or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board. Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teachers' annual contract year.
- E. Notwithstanding anything contained in this policy to the contrary, nothing herein shall be construed to allow or permit the expenditure of school district funds or the use of personnel during contracted time or in kind contributions or donations to support or oppose any political candidate or ballot issue nor to urge voters to support, oppose, or vote in favor of or against any candidate or ballot issue in violation of the provisions of the Colorado Campaign Reform Act, or any state or federal statute or constitutional law or provision.

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

\_\_\_\_\_ **for the Association**

\_\_\_\_\_ **for the District**

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