Dedicated to Excellence
Cherry Creek Schools

Teachers
2018 – 2019 SY

Negotiated Agreement

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Association Information

Communications/Transparency in Negotiations - *MEMORANDUM OF UNDERSTANDING*

The District and the Association share an interest in ensuring that all District teachers, nurses, mental health employees, administrators, and members of the school board (collectively, "stakeholders") receive pertinent and accurate information regarding items for negotiations. The parties agree that easy access to such information will best serve this important interest.

Therefore, the parties agree to this Memorandum to further clarify information in Policies 4135, 4735, and 4879 regarding communications about negotiations. Specifically, the parties agree that transparency in communications is a shared value. To advance that value, the Association acknowledges the right of the District to communicate information it deems important to any employee, including CCEA bargaining unit members. This recognition extends to the District sending communications on issues of interest during the time that negotiations are taking place.

The District acknowledges that CCEA is the sole and exclusive representative of the teachers, mental health employees, and nurses in the District. During the time when negotiations are occurring, District communications specifically related to negotiations will include a notation to that effect in order to affirm that understanding.

Nothing in this Memorandum of Understanding or Policies 4135, 4735, and 4879 should be construed to prevent the parties from engaging in an effort to communicate jointly to CCEA's bargaining unit members. The parties commit to exploring the possibility of joint communication but will not be precluded from separate communications.

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

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

Educational Task Forces, *Policy 4161*

The Board and the Association recognize that certain matters are of such importance in maintaining quality education and high teacher morale that they require continuing study and investigation. To this end, the Board and the Association mutually agree to establish Educational Task Forces as needed to investigate educational problems and seek solutions to these problems.

<u>Establishment of Task Forces</u>

A. The Task Force will be formed for a specific problem when the Board and the Association agree that a problem is in need of a Task Force study and recommendation.

B. The Task Force will be dissolved when the study of the specific problem is finished and a report and recommendation is made to the Board and the Association.

C. The composition of the Task Force will include an equal number of teachers and Administrative personnel. The composition of the Task Force may be expanded by mutual agreement to include other members of the community, i.e., parents, students, etc. The number of members will be mutually agreed to by the Board and the Association.

D. The teacher members of the Task Force will be selected by the Association. The

administrative members of the Task Force will be selected by the Superintendent. The chairmanship will be shared jointly by a teacher and an administrator, unless decided otherwise by mutual agreement.

E. Charges, time limits and procedures for Task Forces will be mutually agreed upon by the District and the Association.

F. Every effort will be made to hold meetings at times which will not conflict with classroom instruction; however, some released time may be necessary to facilitate a timely and thorough resolution of the problem. In those cases, adequate released time not to exceed ten days per classroom teacher member will be provided.

G. Such matters as are referred for Task Force study by any negotiated agreement will be given priority and receive prompt and expedient action.

H. Task Forces will not consider any matter that is currently under negotiation.

I. The Board agrees to budget a sum of three thousand dollars annually to be used for expenses necessary to the effective operation of Task Forces. Task Forces will submit a comprehensive written report including recommendation to the President of the Association and the Board. Appropriate action will be taken by the President of the Association and the Board.

Additional Provisions

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

If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

Any additions, deletions or revisions to this Policy will be distributed to those affected and be in effect after ratification by the Association membership and adoption by the Board.

Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

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

Negotiated Teacher Rights, *Policy 4134*

A. 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.

B. Just Cause

No teacher shall be discharged, reprimanded, disciplined, suspended, reduced in compensation, transferred, adversely evaluated or terminated without just cause and due process. This provision does not apply to the non-renewal of probationary teachers.

C. Evaluation of Students

The teacher has the right and responsibility to evaluate student performance in accordance with the individual schools' policy. Evaluation systems will be utilized which are non-discriminatory, fair and consistent.

If an evaluation or grade is brought into review, an administrator will consult with the teacher who made the evaluation or issued the final grade. If the review results in a change, the administrator will provide written notification to the teacher in a timely manner.

D. Official Personnel Files

1. District Personnel File

   The District will maintain an official District personnel file/record in the Office of Human Resources for each teacher. Although not necessarily maintained in the same location, the District will keep separate sub-files of each individual's personnel file. Examples of information that could be in such sub-files are: 1) health records and documents; 2) documents related to grievances; 3) documents related to administrative leaves; and 4) documents related to disciplinary measures. Access to these sub-files/records will be restricted to only those District employees who have a need for such access as determined by the Assistant Superintendent of Human Resources. Anytime these types of personnel files/records are accessed for a purpose which may negatively affect the teacher, the teacher will be notified of the identity of the person accessing the file and the purpose for that access within two (2) workdays unless the teacher would have already been aware of such access.

2. Building File

   Building level files/records for individual teachers are not part of the official District personnel file/record of the teacher but must comply with the same expectations identified in this Policy for District personnel files/records, including sub-files when applicable.

3. Access to Files

   a. Upon request and at an agreeable time, any teacher or any individuals authorized by the teacher will have the right to review the contents of his/her building file/record and/or the official District personnel file/record, including the sub-files.

   b. The Assistant Superintendent of Human Resources will allow access to a teacher's official District personnel file/record including any sub-files only in the following instances:

      i. Personnel of the Office of Human Resources are conducting routine duties associated with their job responsibilities; or

      ii. Designees of the Assistant Superintendent of Human Resources are conducting business of the District in accordance with their job responsibilities.

c. The Office of Human Resources will keep a log of all individuals who access the teacher's personnel file/record including sub-files and indicate the reason for that access, except for personnel who work in the Office of Human Resources and are conducting routine business associated with their job responsibilities.

d. The District will provide a copy of this log to the teacher if the teacher requests it.

e. When the District receives a court order to open and/or deliver/transmit any electronic information held or in the possession of the District related to the teacher's personnel file/record and/or disciplinary file/record the District must notify the teacher within three (3) workdays unless such notification is prohibited by law.

4. Copies of Documents in Files

If a teacher or a designated representative requests a copy of material contained within his/her building file/record and/or the official District personnel file/record including sub-files, the District will provide the copy of that material at no charge.

5. Anonymous Materials in Files

No anonymous materials shall be placed into the teacher's official District personnel file/record.

6. Right to Respond to Documents in Files

The teacher shall have the right to submit a written response to any document filed in her/his official District personnel file/record. The teacher's written response, if any, shall be attached to all copies of the document to which it pertains.

7. Required Signature on Evaluation Documents

Consistent with Policy 4170 the teacher must sign all documents related to evaluations that are placed into the official District personnel file/record of the teacher. Signatures will be submitted electronically as required within the District's evaluation program. The teacher's signature does not indicate agreement with the content of such material. The teacher will be provided with a copy of the signed document, or have access to print the signed document.

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

E. Criticism of Teachers

1. Process for Addressing Criticism

a. The process for addressing criticism or concerns brought to an administrator regarding a specific teacher is:

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

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

iii. When reasonably necessary, the building administrator may not follow the

above process. For example, to comply with the law, to respond to requests from law enforcement, to comply with a court order, or when no specific individual is attributed to the criticism or concern.

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

b. In addition to the above, the teacher 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 teacher, 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.

Under certain circumstances, the identity of the source of critical or negative material may be kept confidential if the administrator has an objective basis to believe that the release of the identity would be detrimental to the health or safety of the source. While information from anonymous sources can be provided to the teacher, such information will not be used in any of the formal processes identified in the previous paragraph.

2. <u>Process for Submitting Documents of Criticism into Files</u>

a. Documentation of materials of a critical or derogatory nature shall not become part of a teacher's official District personnel file/record including the disciplinary sub-file unless the following conditions are met:

i. When an administrator receives information, which, in the administrator's judgment, could become part of the process as outlined in (E)(I)(1) above, the administrator prior to the utilization of said material in any formal process, has the obligation to inform the teacher of that material in a timely manner, subject to section (E)(I)(2) above.

If the supervising administrator intends to place any document(s) in the teacher's personnel file that is critical, derogatory in nature or may adversely affect the teacher's employment status, the administrator shall hold an in-person meeting with the teacher and present him/her with two (2) copies of the document signed by the supervising administrator. The supervising administrator shall keep an additional signed original copy of the document for use, if needed.

i. The teacher will sign the document within seven (7) workdays and return one (1) copy of it with her/his signature to the supervising administrator.

ii. The teacher's signature will acknowledge having received the document but will not indicate agreement with the content of the disciplinary document(s).

iii. The teacher will retain an original of the signed document(s).

b. If after seven (7) workdays the teacher has not returned a signed copy of the disciplinary document, the supervising administrator will:

i. make a notation (date and signature) on the supervising administrator's signed

copy of the disciplinary document that the teacher failed to sign the disciplinary document,

ii. communicate to the teacher that the disciplinary document will be placed in the official District file/record, and

iii. place the disciplinary document in the teacher's disciplinary sub-file of the District personnel file.

c. Only a document, which has a signature from the supervising administrator and otherwise meets the requirements of (E)(II) may be placed in the official District file/record.

d. No anonymous materials shall be placed into the teacher's District personnel file/record.

3. Process for Teachers to Submit a Written Response to Documents in a File

a. The teacher shall have the right to attach a written response to any document filed in her/his official District personnel file/record.

b. The teacher shall have forty (40) working days to submit a written response. The forty (40) working days to respond shall commence at the time of an in-person meeting with the supervising administrator when the disciplinary documents were presented to the teacher as referenced above. The teacher will sign the response.

c. The Assistant Superintendent of Human Resources, or designee, must provide signed documentation of receipt of the teacher's response within five (5) working days either by email, District mail and/or U.S. Mail, whichever method(s) will provide the most expeditious communication.

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

4. Process for Addressing Documents of Criticism in a Building Personnel file/record

The teacher shall have the right to attach a written response to any document(s) or material(s) filed in her/his building personnel file/record. The building supervisor/administrator shall follow guidelines similar to those described in the immediately preceding sections except that the building supervisor/administrator shall assume all responsibilities identified for the Assistant Superintendent of Human Resources.

5. Process for Addressing Documents of Criticism in a Building Personnel File/Record

a. Upon written request to the principal, in the case of a building file/record, or to the Assistant Superintendent of Human Resources in the case of the disciplinary sub-file of the teacher's official District personnel file/record, consideration will be given to removing a notation, which reflects adversely upon the teacher from the file/record. Commencing at a time not less than sixty (60) working days after being notified that a document is being placed in a file, the teacher may provide a written request for the removal from the file/record of notation, which reflects adversely upon that teacher. If the request for removal is granted, all documents and materials associated with the notation will be expunged. If the request is denied, the appropriate administrator

shall provide the teacher with the written reasons for denial. Nothing in this provision will preclude the appropriate administrator from removing such documents earlier or without a request from the teacher, nor does it preclude a teacher from making a request after a reasonable period of time after being denied. This section shall not pertain to ratings or comments on evaluations or observations.

b. If a teacher is exonerated following the completion of an investigation during which the teacher was placed on administrative leave with pay, all documents in any of the teacher's official District personnel file/record related to the incident or issue will be accessible only to the Assistant Superintendent of Human Resources and/or the Superintendent, or their designees.

6. In-person meeting with community members

It is the responsibility of a teacher 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 teacher may request the presence of the building administrator, and the administrator will make every effort to provide for the professional integrity of the teacher.

F. Professional Communications

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

G. Required Meetings or Hearings

Any teacher 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 teacher, 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 teacher 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 teacher and administrator from having normal conferences and conversations. Any suspension of a teacher pending charges will be with pay.

H. Cooperating Teacher/Mentor Teacher

1. Each prospective cooperating teacher/supervisor may accept or reject a student teacher/resident or intern teacher. A teacher will receive the requests to take a student teacher/resident or intern at least three (3) weeks prior to the commencement of the assignment unless circumstances warrant otherwise. The prospective supervisor will be involved in the interviewing and the recommendation to hire any prospective resident or intern.

2. A cooperating teacher supervising a student teacher will be paid, in addition to his/her contract salary, the total amount of money received from the sponsoring college or university.

3. A mentor teacher of a resident or first-year teacher will be paid in accordance with Policy 4141.

4. The building decision to construct a staff design utilizing certified resident/intern teachers will be made in accordance with appropriate staff design directive. No school will exceed thirty percent of its certificated staffing allocation for other than certified teaching personnel.

I. <u>Notification of Garnishment of Wages and Child Support Reporting</u>

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

2. Upon the hiring of any employee the District will forward, in a timely manner, information required by federal and state child support laws to the appropriate federal or state agency.

J. <u>Electronic Devices</u>

1. Any information gathered by electronic devices shall be communicated to the teacher in a timely manner.

2. The provisions of section "B" above also apply to the use of information obtained through electronic devices.

3. Additionally, no information to be used in a teacher's evaluation report shall be gathered by electronic devices without the written consent of the teacher.

4. The District will comply with all state and federal laws.

K. <u>Payment for Damages to Personal Property</u>

The District recognizes that losses to personal property occasionally occur in spite of the exercise of reasonable precautions. Accordingly, if losses as described below occur, and the District finds the employee acted prudently, the District will pay an amount up to $250.00 per occurrence ("amount allowed"), and not to exceed $50,000 in the District aggregate per fiscal year, to be paid either to the 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 teacher 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.

L. <u>Space for Personal Property</u>

The District will provide a suitable space for reasonable personal effects, such as purses or briefcases in or reasonable 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.

M. <u>District and Other Equipment and Technology</u>

1. When employees are issued or entrusted with District "electronic communication devices" (ECDs) which include but not limited to: cell/smart phones, walkie-talkies, pagers and any other telecommunications devices that emit, receive or store digital information, displays a message (e.g. computers, iPods, iPads or other tablet devices, etc.), and electronic entertainment devices like electronic games and compact disc players. The District agrees to not hold employees responsible for lost or damaged equipment and/or ECDs when the employee's actions have been prudent.

2. When an employee, in reasonably carrying out building, worksite or District policy or procedure utilizes or takes control of student ECDs as defined in the section (M)(1) above, the District will not hold the employee responsible for loss of or damage to the student's ECDs when the employee's actions in the matter have been prudent and consistent with policy or procedure.

N. <u>Protection and Safety</u>

1. 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.

2. 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.

3. It is not the intent of this policy to discourage individuals or groups from providing teachers 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.

4. 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 of the scheduled instructional day. Teachers will not be required to meet with parents during instructional time. If parents attempt to address concerns regarding their child with a teacher while class is in session, the teacher will

direct the parent to call to set up an appointment or to contact the principal.

5. 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 teacher is not obliged to continue.

6. Harassment/intimidation exists if an individual or group:

   i. Directs personal insults (whether transmitted in writing, orally, or by electronic means) that are likely to incite an immediate adverse response from the person(s) being addressed.

   ii. Threatens the employee with physical harm or actually harms a person.

   iii. Damages, defaces or destroys private property of any person.

   iv. Commits an act of harassment or intimidation (as defined by statute).

   v. Places a person in position of feeling at risk of emotional or psychological harm.

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

O. <u>Additional Provisions</u>

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

2. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or application thereof will continue in full force and effect.

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

4. Any additions, deletions or revisions to this policy will be distributed to those affected and be in effect after ratification by the Association membership and adoption by the Board.

5. Neither the recognized Association nor the Board can refuse to negotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

LEGAL REFS.: C.R.S. § 14-14-111.5 (Child Support Enforcement Procedures)

Revised: May 26, 2015
Adopted: June 15, 2015
Effective: July 1, 2014

Negotiated Policy, *Policy 4135*

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

2) Subject matter coordinator

3) Speech therapist

4) Counselor

5) Librarian

6) Special education

7) Special assignment

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. <u>Recognition</u>

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. <u>Election Procedures</u>

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. <u>Association Rights</u>

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

C. 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.

D. 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.

E. 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: February 15, 2012
Adopted: August 13, 2012
Effective: July 1, 2012

Teacher Grievance Procedures, *Policy 4136*

A. Definitions

1. A "grievant" will mean a party who has standing to initiate a grievance and meets one of the following criteria:

   a. A teacher or his/her representative on his/her behalf, or

   b. a group of teachers acting collectively, or their representative acting on their behalf, or

   c. the Association acting on behalf of a group of bargaining unit members.

2. The term "grievance":

   a. Will mean a written complaint that there has been a violation or inequitable

application of any of the provisions of policies or administrative procedures, or

b. will mean a written complaint that a teacher has been treated inequitably by reason of any act or condition, which is contrary to established Board policy or practice governing or affecting teachers, and

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

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

B. <u>Purpose</u>

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

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

C. <u>Timelines for Filing Grievances</u>

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

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

D. <u>Procedures</u>

1. <u>Representation</u>: Throughout Levels One and Two of the grievance procedures listed below the grievant may at any time:

   a. Represent him/herself, or

   b. request that the Association's Representative attend any meetings with him/her to provide advice or to speak on his/her behalf, or

   c. request the Association represent him/her, or

   d. request his/her own designated representative or counsel to accompany him/her or act on his/her behalf.

2. <u>Informal Conference</u>: Prior to the filing of a grievance, in an effort to resolve the issue(s), the grievant shall make reasonable attempts to initiate / discuss or an attempt to initiate / discuss the issue(s) informally with the grievant's Principal or Supervisor.

   a. If an informal conference is held after the deadline for filing (see C(2) above), the teacher may file the grievance within seven (7) days after the informal conference.

b. The grievant has the right to file a grievance within the deadline even if an informal conference has not been held.

3. Level One: If not resolved through the informal conference, the grievant may file the grievance in writing with the Principal or Supervisor. The written grievance will state the nature of the grievance, the provision(s) of the agreement or any policy concerning terms and conditions of employment allegedly violated, and the relief requested.

   a. The time limit for a Principal or Supervisor to process a grievance at Level One and provide the grievant and his/her representative a written response using "Grievance Form B" (4136.2) will be seven (7) days. The seven-day period will begin when the Principal or Supervisor receives the written grievance submitted by the grievant.

4. Level Two: If the grievant is not satisfied with the written response at Level One, or a written response has not been received within the time limit specified herein, the grievant may file a written appeal to the District Administrator responsible for handling grievances. This appeal must be received within seven (7) days following receipt of the written response rendered by the Principal or Supervisor, or in the absence of such written response, within seven (7) days of the expiration date of the time period specified for such written response.

   a. The District Administrator responsible for handling grievances, ("Level Two Administrator"), will represent the Superintendent at Level Two of the grievance procedure.

   b. Within forty-eight (48) hours, or two days, whichever is longer, of its receipt, the District will provide the CCEA President with copies of any grievances filed at Level Two (including the Level One form and the Form B response to it unless such response was not given) unless the Association is already the grievant's representative or a party to the Level Two grievance. The District will notify the CCEA of the date and time for the Level Two hearing, and the CCEA will be allowed to have a representative present at the proceedings.

   c. The Level Two Hearing will take place at a mutually agreeable time within seven (7) days after the receipt of the written appeal from the grievant or at a later mutually agreed upon time.

   d. At the initial meeting of Level Two, the Level Two Administrator will hold a hearing at which both the grievant, with or without a representative(s) chosen by the grievant, and the appropriate administrator(s) are present.

   e. After the Level Two hearing, the Level Two Administrator may investigate and consult with the grievant and/or the appropriate administrator(s) in an effort to resolve the grievance.

   f. Within ten (10) days after the hearing, the Level Two Administrator will provide a written document on the proposed resolution of the grievance to all parties of interest, including CCEA, setting forth the decision and its rationale.

5. Level Three: If the grievant does not accept the Level Two Administrator's resolution at Level Two, or a written response has not been received within the time limit specified, the Association may choose to submit the grievance directly to the Board for a hearing on the grievance or choose to submit the grievance to Arbitration.

a. To initiate Level Three proceedings, the Association will notify the Superintendent, or designee, in writing within ten (10) days of receiving the Level Two Administrator's decision.

b. The names of three approved Hearing Examiners will be listed in alphabetical order. The name at the top of the list will be the Examiner used for the Level Three Hearing. If the person at the top of the list cannot serve, the second will be contacted and so on. Once a Hearing Examiner has served, that name will be placed at the bottom of the list. This person will be called upon again only if the first two cannot serve, or when that name moves upward on the list. The cost of the hearing will be shared equally by the Board and the CCEA.

c. The Hearing Examiner will have the authority to hold hearings, collect written and verbal testimony and make procedural rules. The Hearing Examiner will have no authority to amend, modify, ignore, add to or subtract from the provisions of Board Policy. The Hearing Examiner will also be without power to issue an award inconsistent with the laws of the State of Colorado.

d. All hearings will be closed to persons not specifically involved in the grievance. The Hearing Examiner's written report will be mailed simultaneously to the Board and the grievant within twenty (20) days of the conclusion of the hearing, and will set forth finding of fact, reasoning, conclusions, opinions and recommendations on the issues submitted. The report will be advisory only and be binding on neither the Board nor the grievant and/or representative.

e. After conclusion of the hearing of the grievance by the Board, or after receiving the report of the Hearing Examiner, the Board will take action on the resolution of the grievance in a timely fashion at a regularly-scheduled Board meeting.

E. <u>Miscellaneous Provisions</u>

1. No reprisals will be taken against any person involved in any way in the grievance procedure by reason of such participation.

2. A class-action grievance may be filed by:

   a. An aggrieved group of teachers from different buildings or the Association acting on their behalf, or

   b. if a grievance affects a group of bargaining unit members, the Association may submit such a grievance, and

   c. a class-action grievance must be filed in writing by a group of bargaining unit members or by the Association leadership on behalf of a group of bargaining unit members within thirty (30) days following the act or condition that is the basis of the grievance and the grievance shall begin at Level Two. The procedures of this policy, as outlined in Level Two, and Three shall be followed for class-action grievances.

3. All written and printed matter dealing with the processing of a grievance will be filed separately from any other personnel file(s)/record(s) of the participants.

4. At all steps of the process, the District and the grievant will make available to one another all information permitted by law which is in their possession or control, and which is relevant to the issues raised by the grievance upon request. Such information

will be provided no later than two (2) days after a request for the information has been made and not later than two (2) days prior to any hearing provided the request is made at least four (4) days prior to the hearing.

5. When necessary at Level Two and Level Three for the grievant to attend a meeting or a hearing called by the Board, the Administration, or the Hearing Examiner, the Principal(s) of such teacher(s) will be notified, and he/she will be released without loss of pay for such time as attendance is required. If substitute teachers are needed, the cost will be shared equally by the grievant and the Board. Association leave will be charged where applicable for the Association's Representative, serving as the grievant's representative, or at Level Three as the Association's Representative.

6. Failure at any level of this procedure to appeal a decision in writing within the specified or mutually agreed upon time limits will indicate the forfeiture of the right of the grievant to proceed further in the grievance procedure, and the grievance will be considered settled, based upon the decision as stated in the previous step of the procedure.

7. The District and the Association will select a mutually-acceptable list of three (3) permanent Hearing Examiners. This list of individuals will be reviewed and updated annually.

8. Any provision of this policy may be modified if the parties mutually agree to do so. Such agreement(s) should be in writing.

9. This procedure will not abrogate the rights and responsibilities of the Board under the provisions of the Teacher Employment, Compensation, and Dismissal Act of the State of Colorado or other applicable laws.

F. <u>Additional Provisions</u>

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

2. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

4. Any additions, deletions or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption of the Board.

5. Neither the recognized Association nor the Board can refuse to negotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 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.

Revised: June 25, 2013
Adopted: September 9, 2013
Effective: July 1, 2013

GRIEVANCE FORM A, *Procedure 4136.1*

Filed at Level I _____ II _____

GRIEVANT _____

POSITION OF GRIEVANT _____ SCHOOL/SITE _____

SUPERVISOR _____

DATE GRIEVANCE OCCURRED _____

DATE GRIEVANCE FILED _____

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

RELIEF REQUESTED:

_____ _____

SIGNATURE OF GRIEVANT DATE

_____ _____

SIGNATURE OF GRIEVANT'S REPRESENTATIVE DATE

cc: Grievant Human Resources
CCEA Supervisor

Approved by Superintendent, Robert D. Tschirki, October 6, 1993

GRIEVANCE FORM B, *Procedure 4136.2*

RESPONSE OF SUPERVISOR

THIS FORM IS TO BE COMPLETED WITHIN 6 DAYS OF RECEIPT OF FORM A (4136.1)

WHAT ARE THE FACTS AND THE ISSUES OF THE GRIEVANCE?

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

_____ _____

SIGNATURE OF SUPERVISOR DATE

cc: Grievant Human Resources
CCEA Supervisor

Approved by Superintendent, Robert D. Tschirki, October 6, 1993

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

Recruitment, Selection and Filling Vacancies, *Policy 4110*

A. Recruitment and Selection of Licensed Personnel

The process leading to recommendation for employment and the process following employment will be the responsibility of the Assistant Superintendent of Human Resources as directed by the Superintendent and the Board. The responsibilities will include, but not be limited to, the following:

- Recruitment of outstanding candidates.
- Establishment of procedures for the professional interviewing of candidates.
- Recommendation of candidates for employment to the Superintendent and the Board.
- Verification of proper state certification of the candidates.
- Establishment of standards for and verification of the physical and mental health qualifications of the candidates.
- Determination of placement on the salary schedule of employees.
- Administration of the oath or affirmation of loyalty in accordance with State Statute.

In accomplishing the above, the Assistant Superintendent of Human Resources will make every effort to involve as many staff members directly associated with the position(s) being filled as possible in order to solicit suggestions on candidates being considered.

B. Filling Licensed Personnel Vacancies

In filling personnel vacancies, interested and qualified teachers in the system will be considered before employing someone from outside the District; however, District needs will be met before considering personal interests. (Cross reference Policy 4115.)

There shall be no discrimination in the hiring process on the basis of race, color, creed, sex, sexual orientation, genetic information, religion, national origin, ancestry, age, marital status or disability.

Prior to hiring any person, in accordance with state law, the District shall conduct background checks with the Colorado Department of Education and previous employers regarding an applicant's eligibility for employment. In all cases where credit reports are used in the hiring process, the District shall comply with the Fair Credit Reporting Act.

LEGAL REFS.: 15 U.S.C. 1681 et. seq. (Fair Credit Reporting Act)
C.R.S. 24-34-402 (1) (discriminatory and unfair employment practices)
CROSS REFS.: AC, Nondiscrimination/Equal Employment Opportunity

Revised: June 25, 2013
Adopted: September 9, 2013
Effective: July 1, 2013

21st Century Partnership – *Memorandum of Understanding*

During the 2018-2019 school year, schools will have the opportunity to develop progressive approaches for improvements to operational effectiveness and efficiencies. In order to meet the District's overall goals to maximize and increase student achievement and wellbeing, schools will have the opportunity to apply for a 21st Century Partnership. This partnership allows for a school to waive specific policy language for a specific period of time. All partnerships will be subject to review and evaluation.

A waiver, which may be initiated by any staff member, must be submitted to the 21st Century Partnership Committee in writing as outlined below:

- All waiver requests will be reviewed, approved and jointly submitted by a building principal and AR to the 21st Century Partnership Committee – Attn: CCEA and CCSE at Educational Service Center. A copy should be sent to both CCEA and CCSD.
- A statement must be submitted specifically explaining the policy provisions for which the waiver is being requested such as, but not limited to, program implementation, after school tutorials, after school PLCs, etc.
- A written rationale for the waiver must explain why it is necessary and how it is linked to increasing student achievement and serving the whole child.
- The proposal must include a timeline for implementation and evaluation.
- The completed proposal must be available for review to all affected parties for at least 10 working days prior to an anonymous voting process.
- Evidence of support for the requested waiver must have 100% of the impacted employees in agreement for the 2018-2019 school year. For the purposes of the 2019 negotiations, both parties agree to assess the effectiveness of this approach.
- Applicants must re-submit the proposal annually to be evaluated by the committee.
- No multi-year proposals will be accepted during the 2018-2019 school year; however, multi-year proposals may be considered during the 2019 negotiations.
- All approved proposals will be published on the HR website.

21st Century Waivers cannot be utilized for the following:

- Salary
- Benefits
- Status – probationary and non-probationary
- New policy language within its first year of implementation

The 21st Century Partnership Committee will consist of the following:

- Three (3) members from the CCEA Leadership Team,
- Three (3) members from the District which would include:
    - Two from Human Resources

- One from Educational Operations directly responsible for overseeing the school or department

Approval of any proposal must have 100% support of the 21st Century Partnership Committee.

The 21st Century Partnership Committee will meet as needed and decisions will be made by consensus and are final with no recourse for appeal. Decisions will be communicated no later than 15 working days.

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

Term of Employment, *Policy 4111*

As provided in the "Teacher Employment, Compensation, and Dismissal Act," any teacher employed for three full consecutive years, and elected for the fourth year attains a status of teacher and thereafter may be dismissed only for cause upon charges filed and acted upon by the Board. Teacher status likewise protects the teacher against salary reductions other than a general salary reduction applicable to at least 50 percent of all teachers of the district.

Revised: December 10, 1990
Adopted: December 10, 1990
Effective: July 1, 1990

Renewal of Contracts of Probationary Teachers, *Policy 4173*

It is the belief of the Board of Education that it must have the complete freedom and latitude in determining whether or not to renew the contracts of probationary teachers. This belief is derived from the recognition by the Board of Education that it has a most serious obligation to secure the best teachers possible for Cherry Creek School District and in a realization that only by careful selection and screening can this obligation be carried out. Therefore, it is the policy of the Board of Education to maintain complete freedom in the selection and retention of probationary teachers. However, the Board of Education and administration will, subject to such exceptions as the Board of Education in its sole discretion may determine are necessary or advisable, look to the performance evaluation of teachers by the Superintendent and principals with regard to whether or not to renew contracts and determination will then be made as follows:

1. Decisions as to the renewal of contracts of probationary teachers will be made only by the Board of Education at a regular or special meeting.

2. It is recognized that there are too many reasons for non-renewal to enumerate and define each such reason. In any event in any case of non-renewal of contract, the teacher shall be notified, in writing, of non-renewal on or before June 1 of the academic year during which said teacher is employed.

Revised: May 2, 1994
Adopted: May 9, 1994

Individual Records, *Policy 4113*

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

The minimum record on file in the Office of Human Resources will include an accurate record of professional training and experience, including a transcript of college and/or university credits. Each teacher will be responsible for supplying the Office of Human Resources with all other information necessary to keep records current, official transcripts of credits and license renewals.

The teacher has the right and responsibility to review his/her personnel file and has the opportunity to prepare written comments on material contained therein.

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

Acceptance to a Different Position/Transfer/Displacement/Exchange, *Policy 4115*

Acceptance to a Different Position

To meet staff desires, any teacher may request s/he be accepted into a different position for the ensuing year. Every effort will be made to honor such requests when it is in the best interests of the individual and the total school program.

Acceptance into different positions will be approved by the Superintendent, or designee, if it does not involve a change in position classification, and by the Board upon the recommendation of the Superintendent in those cases involving a change in position classification. In all cases, the desires of those affected by such changes will be considered.

When the change made involves movement from one school to another, the affected teacher will be notified as soon as possible. Such notification will become a part of the employee's personnel record.

Nothing contained here should be interpreted to affect the ability of a building principal to move a teacher from one grade level or subject to another from year to year so long as the teacher is qualified for such a move.

Transfer

A teacher may voluntarily apply for a transfer to another school consistent with the requirements of Administrative Procedure 4115.1, Transfer.

Displacement

i. A non-probationary teacher may be displaced as a result of a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution.

ii. All displacements of non-probationary teachers shall be conducted in accordance with the requirements of Administrative Procedure 4115.2, Teacher Displacement.

In-District Teacher Exchange

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

A. Teachers exchanging positions must be licensed and have an endorsement to teach in the exchanged position.

B. Teachers exchanging positions must have written approval of the building principals.

C. The specifics of the exchange will be agreed to by each teacher involved in the exchange.

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

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

F. Teachers wishing to pursue the "In-District Teacher Exchange" must do so on their own.

G. Exchanges will be reported to the Office of Human Resources.

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

Revised: June 25, 2013
Adopted: February 10, 2014
Effective: July 1, 2013

Transfer, *Policy 4115.1*

When a teaching position becomes available within the District, any teacher within the District qualified to fill that position will be given serious consideration.

To effect this, administrators, as well as interested teachers, must follow the procedures as listed. Until these procedures are followed, a teacher will not be recommended for transfer appointment.

Further, we recognize the reality of informal communication between administration and potential applicants, at any time, in a sincere effort to secure the most highly qualified staff possible. This should not, however, interfere with consideration of all in-District transfer requests and assignments as they relate to the transfer procedures as recommended.

A time-element problem exists for those teachers wishing to transfer from a year-round school to those schools operating on a traditional calendar. In order for those teachers to be given an equal opportunity for transfer, expeditious consideration in honoring these transfer requests should be effected.

Transfer Procedures

The following are transfer procedures for assuring consideration of in-District teachers in filling vacant positions through in-District transfer:

Step 1: The Office of Human Resources will post vacancies on a daily basis within six (6) calendar days of receipt of the Personnel Requisition.

The vacancy announcement will be posted on the District's web site for a period of eight (8) calendar days. The days included in the fall, winter and spring break, will not count in the eight-calendar day posting.

a. On the same day a job vacancy is posted/reposted, the District will provide the

President of the Cherry Creek Education Association, by email, a copy of that job vacancy(ies) posted on the District's web site.

Step 2: Those interested in specific transfer opportunities must submit an on-line transfer request form to the Office of Human Resources no later than 4:00 P.M. on the closing date of the vacancy.

a. On-line transfer forms are available only on the District website.

b. Teachers are encouraged to electronically or in person submit their resume and other materials directly to the site.

c. Kiosks with computers are available in the Office of Human Resources for District employees to submit an on-line transfer request form.

The Office of Human Resources will electronically, or in writing, acknowledge receipt of the on-line Transfer Request form.

Step 3: Following the closing date, a list of all transfer applicants, and all Transfer Request forms will be available on-line to the appropriate building administrator, or designee, for review. The Office of Human Resources will retain a copy of each list.

Step 4: The building administrator, or designee, with input from at least two teachers employed at the school and chosen by the faculty of teachers at the school to represent them in the hiring process will consider all applicants for a vacancy and select all qualified transfer applicants for interviews. In cases when the faculty representatives cannot be present, (for example, during summer or other breaks when they have indicated an inability to participate in the process) the process may proceed without such input. The criteria to be used can include, but will not be limited to, the following:

a. Personnel folder of the applicant:

1. Previous experience in grade level
2. Previous experience in subject area
3. College-level training
4. Team experience vs. self-contained
5. Evaluations
6. Licensure
7. Other

b. Communication with present and/or past supervisor.

c. Communication with present and/or past teaching peers.

d. Strength and/or weakness in specific position qualification.

Step 5: If a transfer applicant is not granted an interview, the building administrator, or designee, will electronically or, in writing, communicate to each transfer applicant**,** upon his/her request**,** the following:

a. Information screened for consideration; and

b. information screened where applicant did not qualify; and/ or

c. other reasons for the decision not to interview.

Step 6: The building administrator, or designee, will conduct interviews, and a decision (see Step 8) must be made within thirty (30) calendar days after a posting's closing.

Step 7: The building administrator, or designee, must make a decision to:

a. Recommend the hire of an outside candidate or accept a transfer candidate to fill the vacancy or position; or

b. cancel the vacancy or position;

c. request the Office of Human Resources to repost the vacancy or position.

1) If the vacancy or position is reposted, any interested transfer applicant may apply/re-apply and begin Step 1 of these procedures.

Step 8: Within five (5) work days after an applicant has filled the vacancy or the vacancy was reposted, the building administrator or designee will notify all those interviewed of the disposition (per Step 7 above) of the vacancy.

Revised: June 25, 2013
Adopted: February 10, 2014
Effective: July 1, 2013

Teacher Displacement, *Policy 4115.2*

C.R.S. § 22-63-202 (2)(c.5) sets out displacement procedures in the State of Colorado. The following displacement policy is intended to comply and be consistent with this statute and any current or future interpreting legal authority. This policy will not apply to teacher dismissals, non-renewals, reductions in force, or other personnel actions that do not result in displacement of teachers.

A. Definitions

For purposes of this policy, the following definitions apply:

1. "Teacher" means a person who has gained non-probationary status under Colorado law, holds a teacher's license issued pursuant to C.R.S. § 22-60.5-101, et seq., and who is employed to instruct, direct or supervise the instructional program. "Teacher" does not include those persons holding authorizations or administrative positions within the school District.

2. "Displacement" occurs when a non-probationary teacher's position is eliminated by action of the Board of Education due to drop in enrollment, turnaround, phase-out, reduction in program, or reduction in building to include closure, consolidation, and reconstitution.

3. "Mutual consent placement" occurs when a displaced teacher applies for a position under the supervision of another principal and the hiring principal consents. The hiring principal's consent must consider input from at least two teachers employed at the school and chosen by the faculty at the school to represent them in the hiring process. As more

fully described in sections (C), (D), and (E) below, a displaced teacher may gain a mutual consent placement at any time after notice of displacement is received.

B. Notice of Displacement

As soon as possible after the District identifies a need for displacement, the District will provide any teacher who is displaced with notice of the same along with next steps. This notice will be given in writing and in person. Within 24 hours of giving notice to the teacher, the District will notify the President of the Cherry Creek Education Association of the teacher's displacement.

C. Priority Hiring Pool

1. Effectively Performing Non-Probationary Teachers

If a displaced teacher received an "effective" rating according to the prior school year's evaluation (to include "effective" and "highly effective") (hereafter "effective"), the teacher will immediately be placed into a priority hiring pool. The priority hiring pool allows a displaced teacher a first opportunity to interview for an open position in the District for which s/he is qualified and applies.

Participation in the priority hiring pool guarantees an interview for a position(s) for which a teacher is qualified and applies. It does not guarantee that the teacher will gain mutual consent placement into the position(s).

Inclusion in the priority hiring pool will start on the date of notice of displacement was given to the teacher through June 30 of the following school year, if necessary. (For example, a non-probationary teacher who is given notice of displacement on March 15, 2015, will be eligible to participate in the priority hiring pool from that date through June 30, 2016.)

The following procedures and considerations for the priority hiring pool will apply:

a) The teacher may access information about open District positions on the CCSD website:

https://applyto.cherrycreekschools.org/JobPost/JobPost.exe?Action=page1&ini=cherrycreek

b) Once the teacher has reviewed the available positions, the teacher may submit a transfer request for each position for which s/he is qualified.

c) Upon submitting the transfer request, a teacher's qualifications will be assessed throughout the hiring process by the principal with input from two teachers chosen by the staff. This assessment will include factors that demonstrate (or not) that the teacher will support the instructional practice of the school, including teacher's performance evaluations, interview performance, and other pertinent indications of qualification.

d) Once the teacher has applied, the teacher will contact the appropriate Director of Human Resources so that the Director can help to facilitate the interview(s). If the teacher is deemed qualified, the teacher should expect contact from a District representative for an interview soon after the position closes. If the teacher has

not heard from a District representative within five working days after the position closes, the teacher should contact the Director.

2. Ineffectively Performing Non-Probationary Teachers

   A displaced teacher who receives a rating of "ineffective" according to the prior school year's evaluation (to include "partially effective" or "ineffective") (hereafter "ineffective"), will not have access to the priority hiring pool. However, such teacher will be placed into a limited term assignment (discussed below) and may apply for any position through regular District application and interview processes.

D. <u>Limited Term Assignment</u>

At the same time that a teacher is placed into the priority hiring pool, the teacher will also be placed into a limited-term assignment by the District. The limited term assignment will apply to any displaced teacher, whether performance is deemed to be effective or ineffective under the District's evaluation policies and procedures. This limited term assignment does not constitute a mutual consent placement but, as discussed above, the teacher may seek mutual consent at any time before, during, or after the limited term assignment.

The limited term assignment will begin on July 1 of the following school year and last through June 30 of the same school year. (For example, a non-probationary teacher who is given notice of displacement on March 15, 2015 will begin the limited term assignment on July 1, 2015 and complete it on June 30, 2016.)

E. <u>Process Following Limited Term Assignment</u>

The displaced teacher will have from the date of the notice of displacement through June 30 of the following school year to gain a mutual consent placement within the District. As noted above, this time period includes the limited term assignment. If the teacher is unable to gain a mutual consent assignment in the District in that time, the following information will apply.

The District has made known to the Cherry Creek Education Association that it shall follow C.R.S § 22-63-202 (2)(c.5)(IV) in the case of a displaced teacher who is unable to secure a mutual consent position after twelve months or two (2) hiring cycles as defined above. The Cherry Creek Education Association does not agree with the District's position regarding unpaid leave for displaced teachers.

If any displaced teacher on unpaid leave later secures a mutual consent position at a school, the District shall reinstate the teacher's salary and benefits at the level he/she would have been at the time the District placed the teacher on unpaid leave.

While the teacher is on unpaid leave, the teacher shall not be subject to and responsible for any Board Policy or the negotiated agreement for teachers except that the teacher shall have access to the transfer procedure (Administrative Procedure 4115.1), Policy 4151 (Payment for Accumulated Sick Leave), and priority participation in Policy 4119 (Resignation/Retirement).

Revised: May 26, 2015
Adopted: June 15, 2015
Effective: July 1, 2014

Teacher Displacement & Involuntary Transfer – *Memorandum of Understanding*

If at some future time, legal requirements regarding displacement and mutual consent are no longer in effect, the District will enter into negotiations with the Association regarding the return to the language used for involuntary transfer that was in effect during school year 2012-2013 as Administrative Procedure 4115.2. The language appears below.

At all times, the District will follow the law. Therefore, the District will only enter into negotiations about a return to Administrative Procedure 4115.2 in effect for school year 2012-2013 if such return is allowed by law.

For the parties' ease of reference, the pertinent language from Administrative Procedure 4115.2 in effect during school year 2012-2013 is as follows:

Section A – Definition

Involuntary transfer shall mean a District-initiated transfer from one school to another that becomes necessary due to enrollment decline or program change.

Section B – Purpose

The administration and the Association recognize that some involuntary transfers of teachers are unavoidable. It is agreed that, under normal circumstances, involuntary transfers should be held to a minimum. Involuntary transfers should not result in the assignment of the teacher to a position for which he/she is not qualified by academic preparation or license. It is recognized that an involuntary assignment is a sensitive issue. It is the goal of the District to remain sensitive to the human needs of all parties concerned.

Section C – Procedure

When the District finds it necessary to involuntarily transfer teachers due to enrollment decline or program change, the steps listed in this procedure will be followed. It is the understanding of administration and the Association that:

1) A teacher presently on a remediation plan, per Policy 4170, will not be involuntarily transferred.

2) Whenever possible, a teacher will not be involuntarily transferred more than once in any three-year period. This will include those individuals who have been transferred under Section C, Step 2 of this procedure, but will not prohibit an individual from volunteering again.

Step 1: **Notification of Need to Involuntarily Transfer Teachers**

The principal will notify the teaching staff and the Assistant Superintendent of Human Resources will notify CCEA of the need to involuntarily transfer teachers. These notices will be in writing.

Step 2: **Request for Volunteers**

Information about available position(s) will be shared with the staff of the sending school and a request made for qualified volunteers who are willing to be involuntarily transferred. Administrators will determine and communicate to the staff the deadline for volunteering.

Step 3: **Assignment of Volunteer**

The principals of the sending school and the receiving school(s) will review the qualifications of the volunteer(s) using the criteria listed in Section D "Criteria". If a volunteer meets the needs of the receiving school, each principal will recommend to the Assistant Superintendent of Human Resources that the transfer be made. The Assistant Superintendent of Human Resources will send a written confirmation of the transfer to the teacher, each building principal, and the appropriate Assistant Superintendent of Performance Improvement. If the volunteer does not meet the needs of any receiving schools, the sending school principal will notify the volunteer(s).

Step 4: **Identification of Non-Volunteers**

If the need for an involuntary transfer still exists, the sending principal will work with the appropriate Assistant Superintendent of Performance Improvement, the Assistant Superintendent of Human Resources, and the receiving principal(s) to identify the teacher(s) in the sending school who can meet the needs of the sending and receiving school(s) by reviewing the criteria listed in Section D "Criteria".

Step 5: **Communication of Decision to Affected Staff Members**

Following Step 4, the building principal will meet with the staff member(s) who has been identified in Step 4 and will inform him/her in writing of the criteria used to make the decision. The principal will inform the teacher(s) being involuntarily transferred of available positions and options. Maintaining open communication with the affected teacher(s) is encouraged to help reduce the stress associated with involuntary transfers.

Section D – Criteria

The administration and the Association agree that the curricular program needs of students should be the primary guiding factor in making decisions regarding involuntary transfer assignments. Factors should be considered in the numerical order listed below:

1. Curricular program needs of the students in the sending and receiving schools such as: instructional strategies; affirmative action; department and/or team needs; endorsements and experience in endorsed areas, and experience in specific subject areas; academic preparation and training.
2. Quality of teaching, including evaluation criteria.
3. Extra-curricular program needs.
4. Length of service: If after considering the factors listed above a transfer candidate cannot be identified, the teacher who has been employed by the District for the greater length of time will remain.

Section E – Miscellaneous

1. Whenever practical, involuntary transfers will be effective at the beginning of the academic year, and the teacher being transferred will be notified in writing of such move by the end of the preceding academic year.
2. The teacher may request the Superintendent or designee to review the recommendation for

involuntary transfer.

3. The involuntary transfer procedure will be applied consistently across the District.

4. If within one year, a similar position arises in the building/grade level/subject area from which a teacher was involuntarily transferred, unless there are unusual circumstances, the teacher will be given an opportunity to return if the teacher desires.

5. When the transfer results in a change in the pay cycle because of a change in calendar, the teacher may request that the administration review the impact by considering all available alternatives.

Revised: June 25, 2013
Adopted: September 9, 2013
Effective July 1, 2013

Transfer Application, *Administrative Procedure 4115.3*

Cherry Creek
School District

Office of Human Resources
4700 S. Yosemite St.
Greenwood Village, CO 80111

PERSONAL INFORMATION

SSN:
First Name:
Middle Initial:
Last Name:
Home Address:

City:
State:
ZIP Code:
Home Phone:
Work Phone:
Email Address:

VACANCY INFORMATION

Current Employee Group:
Position:

EXPERIENCE

Present Facility:
Time in Position:
Present Position:

Principal / Supervisor Name:
Title:
Phone Number:

If less than 2 years in present position, please list another:

Previous Facility:
Time in Position:
Previous Position:
Principal / Supervisor Name:
Title:
Phone Number:

QUALIFICATIONS

Describe below your skills, education or experience:

AUTHORIZATION STATEMENT

Please read the following statements carefully and indicate your understanding and acceptance by responding in the affirmative in the space provided.

I certify that all the information in this transfer form is true and correct, and I further understand that any misstatement or omission of information may be grounds for disqualification.

In consideration of this transfer request, I authorize review of my personnel file by the principal/administrator or designee.

Type "YES" if you agree to the above:

You are encouraged to electronically or in person submit your resume and other materials directly to the site.

Submit to Human Resources no later than 4:00 p.m. on the closing date of the position.

Approved by Superintendent Monte C. Moses, August 16, 2004

Transfer Disposition, *Administrative Procedure 4115.4*

Date: _____

Dear _____

(Teacher)

This is to inform you that the following criteria have been used in considering your request for transfer:

Information Screened for Consideration of Applicant	Information Screened Where Applicant Did Not Qualify
_____ Personnel Folder	_____ Personnel Folder
_____ Resume	_____ Resume
_____ Communication with past and present supervisors	_____ Communication with past and present supervisors
_____ Communication with past and present peers	_____ Communication with past and present peers
_____ Specific qualifications on job posting	_____ Specific qualifications on job posting
_____ Other	_____ Other

_____ You will be contacted to arrange an interview.

_____ Please call if you would like the specific reason(s) for not receiving an interview.

Thank you,

_____

Principal

Phone No. _____

OR

_____

Designee

Phone No. _____

Approved by Superintendent, Robert D. Tschirki, December 10, 1990

Reduction in Force, *Policy 4160*

A. Reduction in Force

When the District experiences a decline in student enrollment and/or a fiscal exigency of such magnitude that a reduction of force is justified, it will be the policy of the Board to follow the procedures listed below to guarantee the most equitable situation for the employees involved and the least impact on the instructional program.

1. Definitions

a. "Reduction in Force" is cancellation of the contract of a teacher because of a reduction of the number of employees on the teacher salary schedule.

b. "Length of Service" is time served in a teacher salary schedule position and will be computed from the employee's first day of continuous employment in the District.

c. "Recall" is notification of and return to active service in the District of an employee whose contract has been canceled under this policy.

d. "Fiscal Exigency" is any decline in the Board's ability to fund the operation of the District that necessitates, in the Board's judgment, a reduction in the District's current general fund budget.

2. Procedures

a. Should the District allege the need at any time for contract cancellations due to a reduction of position(s), the affected teacher(s) and the Association, if requested by the Association, will be notified of the conditions necessitating the reduction in force at least forty working days before the anticipated reduction in force. The Superintendent will furnish the Board and the Association with identical facts, figures and relevant data justifying the proposed reduction in force.

b. The District will make an effort to reduce non-instructional programs before reducing teaching positions.

c. The District must attempt to avoid reductions in force by reducing the number of employees through attrition. Attrition will include retirement, resignations and extended leaves of absence.

d. Every attempt will be made to use the transfer policy and procedures to reassign qualified incumbents from such positions to other positions in the District for which they are qualified in order to avoid reductions in force.

e. If reassignment is not possible, teachers will be reduced based on length of service in the District by group. The groups will be designated by years of service (4-6, 7-9, 10-12, etc.). (Probationary teachers are not referenced in the ref policy because probationary non-renewals will take place prior to implementation of this policy.) Reduction in force will take place within certification and/or endorsement by groups starting with the least senior group. When making the determination as to which teachers will be reduced, consideration will be given to appraisals, experience in the endorsement area,

and special ability to perform the assignment. Teachers holding multiple subject matter or special certification will be placed in each classification group for which they are qualified by certification or endorsement.

f. Nothing in this policy will limit the Board's right to non-renew the contracts of probationary teachers.

g. If an employee wishes to challenge the contract cancellation, a grievance may be commenced at Level 2 using the Grievance Procedure found in Policy 4136.

3. <u>Recall Procedure</u>

a. An employee whose contract has been canceled is eligible to use the Grievance Procedure, commencing at Level 2, if a dispute arises regarding these recall provisions.

b. An employee will remain on the recall list for two years from the date of his/her contract cancellation unless the employee waives such rights in writing.

c. The District will not hire a new teacher to fill a position for which a teacher on the recall list is eligible.

d. When a position becomes available, qualified employees whose contracts have been canceled will be recalled in the reverse order of their contract cancellation.

e. An employee will be notified of recall by certified letter. Copies of all recall letters shall be sent to the Association. The recalled employee will have 14 calendar days from the receipt of the notice to accept the position. If the employee does not respond within 14 days, he/she will be deemed to have refused the position. The employee has the obligation to inform the District of his/her current address.

f. Employees recalled within two years will not revert to probationary status.

g. An employee recalled within two years will be placed on the Salary Schedule and given full credit for previous Cherry Creek teaching experience and outside experience credit as provided in Policy 4141.

4. <u>Additional Provisions</u>

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 deem null and void, but all other provisions or applications thereof will continue in full force and effect.

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

d. Any additions, deletions or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board of Education.

e. Neither the recognized Association nor the Board of Education can refuse to

renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

Revised: March 16, 1992
Adopted: April 13, 1992
Effective: January 1, 1992

Teacher Work Year, Teaching Hours and Teaching Schedule, *Policy 4116*

School Calendar Year

1. The school calendar year will commence July 1 and terminate June 30 for the purposes of clarification of contracts, granting of increments and payment of extended contracts.

2. A regular contract for teachers will be one hundred eighty-five (185) days. A regular contract for teachers in their first year of employment in the district will be one hundred eighty-eight (188) days. A regular contract for probationary teachers in their second year of employment in the district will be one hundred eighty-seven (187) days. A regular contract for probationary teachers in their third year of employment in the district will be one hundred eighty-six (186) days. These additional contract days for probationary teachers shall be scheduled as pupil non-contact days. A teacher may, however, with Board approval, contract for more days than the regular contract.

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

    a. Teachers on a single-track (e.g. traditional and transitional) calendar shall have:

        i. No more than one hundred seventy-four (174) days scheduled as pupil contact days, and

        ii. eleven (11) days scheduled as pupil non-contact days,

        iii. with four (4) of those pupil non-contact days scheduled at the start of the school year.

    b. Teachers on year-round calendars shall have:

        i. No more than one hundred seventy (170) days scheduled as pupil contact days, and

        ii. one (1) teacher directed pupil non-contact day scheduled prior to each tracking on cycle, and

        iii. teachers will not be required to attend any in-service that occurs within their “track-off” time.

c. All teachers in schools that have parent conferences in the fall will have the Wednesday before the Thanksgiving break off as compensatory time for additional duties performed outside the workday.

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

5. The purpose of the pupil non-contact days are: Staff orientation, staff meetings, team meetings, parent conferences, and continuing education. All scheduled activities will be carefully planned and conducted to best accomplish these purposes. When averaged over the school year, at least fifty percent (50%) of the time for non-contact days that is not scheduled for parent conferences will be teacher directed. For SY 2010-2011 and SY 2011-2012 only, the scheduling of teacher directed non-contact time stated in this Section (5) will be increased by an additional one-half (½) day.

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

      i. If it is necessary to adjust the activities for a pupil non-contact day, the revised schedule must still comply with (A) (3) above.

   b. For <u>elementary</u> teachers, the District shall schedule one (1) non-contact day between January 1st and the end of February that will be designated for structured planning purposes by the individual teacher. The intent is for the time to be used for individual teacher directed planning rather than other activities. Nothing in this language shall be construed to preclude teachers from making decisions based upon their professional judgment as to the best use of their time. Teachers could make the decision to design group trainings or collaborative work on this day. Individual teachers would not be required to join any group-directed work.

Guaranteed Contract Percentage

1. After January 1, 1995, teachers who attained "Teacher Status" in the District will be guaranteed a contract as follows:

   a. The percentage of a teacher's contract for the succeeding year will at least be equal to the previous year's contract. (e.g.: 3rd year 100%, 4th year 100%, etc.)

   b. Teachers are guaranteed a contract equal to the preceding year; unless mutual agreement between the teacher and the principal (or designee) alters the percentage of the contract for the subsequent year. Any agreed upon increase or decrease in the percentage of the contract will become the new guaranteed minimum percentage for the succeeding year. (e.g.: 4th year 100%, agreed to reduction in 5th year to 80%, 6th year 80% etc.).

2. Teachers who attained "Teacher Status" (non-probationary status), in the District prior to January 1, 1995, and who have been continuously employed since January 1, 1995 shall retain the guarantee for a full-time one hundred percent (100%) contract.

    a. If a teacher has less than a full-time one hundred percent (100%) contract, the District will return the teacher to a full-time, one hundred percent (100%) contract upon the teacher's written notice for the succeeding year. Teachers must submit written notice to the principal (or designee) on or before March 1st of the school year prior to the effective date of the increase to a one hundred percent (100%) contract.

3. Nothing in this policy shall preclude a teacher, as identified in 4116 (B) (1) above from agreeing to a less than full time, one hundred percent (100%), contract in any given year.

4. While a teacher may be requested to, or may be contracted to work a contract greater than hundred percent (100%), the teacher is not guaranteed a contract greater than hundred percent (100%) in any subsequent contract.

5. In the event of the need to reduce the teaching force district-wide (RIF), the guaranteed percentage of contracts for affected teachers upon recall shall remain at the level guaranteed prior to the RIF. The need to RIF shall supersede any provisions of this section that might otherwise be interpreted to provide for a contract in a subsequent year.

Forty (40) Hour Work Week

1. The length of the workday for teachers will be eight (8) hours including the duty free lunch period and planning time.

2. The workweek will be forty (40) hours each week.

3. Building administrators will use discretion for individualization of the eight (8) hour workday for teachers.

Additional School Functions

1. Professional educators have responsibilities outside the workday that include, but are not limited to, participation at staff meetings, back-to-school nights, and parent conferences.

    a. On the occasion that teachers are unable to participate in such activities, they will notify their supervisor in advance.

    b. Teachers are encouraged to participate in parent-teacher organizations and attend functions that are jointly sponsored by school and community.

2. Each building administrator will be reasonable in the scheduling of required activities which exceed the normal teaching day.

3. Compensatory time may be granted if a teacher is required to participate in evening or weekend school functions. Such compensatory time will be jointly agreed to by the teacher and the building administrator.

Duty-Free Lunch

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

1. The teacher shall not be assigned to any instruction, duty or supervision, and,
2. Teacher lunches shall be scheduled between 10:00 a.m. and 2:00 p.m. In all cases, teachers will have access to a school-prepared lunch at the onset of their scheduled lunch period and,
3. Teachers may leave the building during their duty-free lunch but must follow building notification procedures.

Teacher Planning Time

Planning time, as used in this policy, is teacher time for activities directly related to student instruction exclusive of instruction, duty, supervision and duty free lunch.

1. Planning time blocks must be at least forty (40) minutes in length.
   a. If a block of time forty (40) minutes in length occurs outside the student day and within the teacher workday, that period may qualify as teacher planning time even though students may be in transition (entering and/or exiting the classroom) during that time.
2. Each full-time teacher shall be scheduled for a minimum of two hundred (200) minutes per week of teacher directed planning time averaged over a nine (9) week period that will be made available during the student day.
3. Each full-time teacher shall be scheduled for a minimum of three hundred seventy-five (375) minutes of planning time per week during the teacher workday. The three hundred seventy-five (375) minutes in this section includes the planning time during the student day described in the previous section.
4. The times shown in F (2- 4) above should be extended, when possible, to allow teachers to meet professional responsibilities.
5. Planning time for teachers with less than full time contracts will reflect the percentage of their contract.
6. <u>Adjustments in Teacher Planning Time</u>

   The District and the Association recognize the importance of providing time in the teacher work schedule for teacher planning time. The parties also recognize that changes in the total planning time available to groups of teachers may be necessary or advisable from time to time. Since the amount of planning time impacts student instruction, the District and the Association establish the following criteria and process for making adjustments in the total amount of teacher planning time available to teachers or groups of teachers. The process is intended to allow the Administration to make necessary adjustments and to assure employees that due consideration will be given to the balancing of interests of all involved including teachers.

   a. Teacher planning time is not to be reduced below the minimums stated in this policy.

b. The amount of planning time a teacher had during the final grading period of the 2006-2007 school year will be used for planning time calculations.

c. Whenever the District or the Administration of a building (or buildings) considers a reduction of seven percent (7%) or more per week in total teacher planning time as referenced in section (b) above the following must occur:

   i. The Office of Human Resources must be notified of the preliminary consideration by a building or buildings to reduce total planning time as referenced in section (b) above by April 3rd.

   ii. In writing, the Office of Human Resources shall communicate to the Association (CCEA) the name of any school(s) giving preliminary consideration to such reduction as well as the details of the plan being considered (e.g., amount of reduction in planning time under consideration, staff members who might be affected) and the rationale for the reduction. This communication shall be transmitted to the Association not later than three (3) calendar days after the deadline identified in the first sentence of this section.

   iii. Building administrators must provide written notification, including the rationale for the change and the details of the plan being considered, to teachers who may be affected by the change(s) under consideration covered in this section by the timeline in (c)(i) above.

   iv. If the administration of any building(s) following the process above decides to implement a reduction in total teacher planning time (as referenced in section (b) above), they must notify the Office of Human Resources no later than the third Friday of April. Following that notification, the Office of Human Resources must notify the Cherry Creek Education Association in writing of any such decision no later than two (2) working days after the date above.

   v. If the Cherry Creek Education has not received written notice from the Office of Human Resources within the time frame as stated above in (c)(iv) of the District's or an individual building Administration's proposal to reduce total teacher planning time as referenced in section (b) above, no such reduction will occur for the next school year.

d. If the Cherry Creek Education Association does not have any concerns regarding the reduction in planning time, CCEA will notify the Office of Human Resources, in writing, within seven (7) workdays of the District's notification stated above in (c)(iv), of its desire not to negotiate the change. Absent of such written notice, both the District and CCEA will negotiate this issue in accordance with Policy 4135 at the earliest possible date but, in any case, prior to implementation of any change.

e. Beginning with the school year 2008-2009 and annually thereafter, building Administrators will notify the Office of Human Resources of the actual amount of scheduled planning time for teachers in each of the District's buildings using a standardized reporting method by October 1st. A copy of this report will be sent to the Cherry Creek Education Association.

f. Changes in planning time, as well as Policy 4116, are not subject to the limitation on the number of issues or the deadlines for initiating a topic for negotiations that may be stated in Policy 4135.

g. The parties understand that some teachers who accept additional responsibilities receive release time during the workday and such time is not considered planning time for this provision.

h. The parties also agree that in the event of calamities (e.g. flu epidemics or budgetary shortfalls) involving a major interruption of regular District programming; the District may reasonably modify operations to address the situation. In such cases, the District will communicate such modifications to the Association in a timely manner.

7. Kindergarten Teacher Planning Time Modifications

a. Kindergarten teachers will be governed by all planning time provisions of this policy, except as specifically modified in this section.

b. Full-Day Kindergarten Programs – Kindergarten teachers who teach in a kindergarten program in which the same group of students attend during a full-day will receive their planning time in 40-minute blocks, as provided in Section (F) (2) above.

c. Half-Day Kindergarten Programs – As an exception to Section (F) (2) above, teachers in half-day kindergarten programs may receive planning time in blocks of time of not less than twenty (20) minutes (exclusive of any duty and/or supervision) during the student day. In a program where kindergarten students attend two (2) full-days and one (1) half-day per week, the teacher will receive planning time in 40-minute blocks on days that students attend the full-day, and may receive planning time in twenty (20) minute blocks on days when each student attends a half-day. This provision is not intended to sanction a reduction of planning time in those cases that the blocks of time were greater than twenty (20) minutes during the 2006-2007 school year. If a school is making such a reduction, the administration must submit a written explanation for the need to make the reduction to the teachers, Human Resources, and the CCEA.

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

9. The District and Association will evaluate the effectiveness of these provisions regarding non-contact and planning time to determine what changes, if any, should be made.

Compensation for Substitution

See Policy 4141 (U) for payment information.

Adverse weather conditions: Delayed Starts

In the event of adverse weather conditions causing a delayed start, teachers, taking into account weather and road conditions, should report to their site as expeditiously as possible.

Additional Provisions

1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
2. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
3. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
4. Any additions, deletions, or revisions to this policy will be distributed to those affected and be in effect after ratification by the Association membership and adoption by the Board.
5. Neither the recognized Association nor the Board can refuse to renegotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in

   Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teachers' annual contract year.

Revised: April 26, 2018
Adopted: August 13, 2018
Effective: July 1, 2018

Elementary Planning Time, *Memorandum of Understanding*

Policy 4116

Through the negotiations process, a significant amount of feedback concerning the number of required meetings at the elementary level and the impact of those meetings on teacher planning time has been brought forward.

A. Prior to the end of the 2017-18 SY, principals and ARs (with Executive Director guidance as needed) will collaborate to explore opportunities for elimination and/or consolidation of meetings for the 2018-19 school year.

   - Required staff meetings are to occur no more than twice a month.
   - School committees are to be consolidated and refined, making clear that participation on these committees is voluntary (e.g. safety team, leadership team, guiding coalition, social committee, etc.).
   - Administration and ARs will work together to determine the meeting schedule for their individual site prior to the beginning of the 2018-19 SY and before schedules are set.

- The purpose and intent of PLCs and the role of administration within PLCs will be reviewed, clarified, and communicated by the Office of Performance and Improvement.
- Teachers will have flexibility to determine when their required team PLCs will meet.
- Non-essential meetings will be eliminated.

B. The district and CCEA will create a collaborative committee comprised of equal membership from CCSD and CCEA to look at planning time and explore how to increase it in the 2019-2020 school year. This committee will work together to discuss and provide guidance on the following:

- The number of meetings at the elementary level and place limits on number and length of required meetings outside of legally bound meetings
- Explore options on how to make legally required meetings occur outside of planning, during the school day if feasible
- Although the group understands that planning time may not be equal, the goal is to make planning time as equitable as possible within and across all elementary schools.

C. Beginning in 2018-2019 SY, the ratio of teacher directed planning time during non-contact days will be increased from a 50/50 split to 50 percent plus 4 hours for elementary teachers.

D. This MOU shall be reviewed for potential secondary implementation in the 2019-2020 SY.

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

Scheduling of After-School Meetings, *Policy 4116.1*

Days Of The Week Reserved For Scheduling
Various Types Of After-School Meetings Involving Licensed Staff

In order to facilitate the scheduling of various after-school meetings in which licensed staff may be involved, the following schedule will be adhered to as closely as possible:

1. Tuesdays will be reserved for meetings of District curriculum committees and other District committees.
2. Wednesdays will be reserved for building faculty meetings and meetings of school staff.
3. Thursdays will be reserved for meetings of teacher and/or administrator professional organizations.
4. No restriction will be placed on the type of meeting which is to be held on Mondays and Fridays.

Approved by Superintendent, Jim Huge, December 12, 1988

School Closure, *Policy 4116.2*

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

Approved by Superintendent, Richard P. Koeppe, September 13, 1982.
Revised by Superintendent, Mary F. Chesley, July 1, 2009.

Teacher's Role, *Policy 4117*

As per terms of the written contract, the teacher accepts employment to teach, instruct, direct, or supervise an educational program in the schools of Cherry Creek School District at the school, position, or grade level assigned by the administration.

The primary role of the teacher is to guide and help each student under his immediate charge to achieve his maximum individual potential. This requires each teacher to individualize the separate and distinct components of instruction; namely, prescribing, teaching and assessing as much as possible and to maximize the conditions of learning to the limits of the resources available and the capacities of each learner. The teacher must subordinate teaching to learning and be prepared to use a wide variety of human and non-human resources to achieve this end.

While teachers have teaching for learning as the major responsibility, teacher's role also includes:

- Providing a stimulating environment in which students of many interests and abilities can have experiences which foster growth and development in a wide range of abilities.
- Helping to make decisions relative to content, methodology and organization of learning activities.
- Promoting acceptable student behavior and discipline.
- Record keeping, student performance evaluation and progress reporting to professional staff and parents.
- Communicating information to the public which will help support and interpret District policies.

Teachers have a broad professional obligation beyond the classroom to work with children, parents, with boards of education, and with lay advisory groups, as well as the responsibility of coordinating vast educational resources into programs geared to the individual requirements of each child.

Teachers will be evaluated by supervisors on how well this full role is performed in accordance with Policy 4170.

Additional Provisions

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

If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof shall continue in full force and effect.

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

Any additions, deletions or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.

Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teacher's annual contract year.

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

Resignation/Retirement, *Policy 4119*

Resignation

Written notice of intent to resign must be received by March 15 of the school year prior to the proposed effective date of employment termination. Effective July 1, 2018, written notice of intent to resign must be received by March 1 of the school year prior to the proposed effective date of employment termination. This requirement may be waived by the Superintendent in case of emergency. All resignations must be approved by the Board of Education.

Contractual agreements shall be entered into in good faith on the part of both parties. Therefore, whenever the length of the contractual agreement is not fulfilled, either before or after the start of the school year contracted, the Board of Education reserves the right to collect or withhold damages as specified and authorized by Colorado Statute.

Retirement/Service Bonus

A. Introduction

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

B. Eligibility Criteria

A teacher becomes eligible for the Retirement/Service Bonus when the following criteria have been met, or when otherwise approved by the Board of Education:

1. Has been employed by the District as a full-time teacher or mental health employee in a position requiring certification/licensure for no less than nineteen (19) years immediately prior to application for benefits under provisions in this policy. Such time must be without a break in service to the District (Board-approved leaves of absence are not considered a break in service). Additionally, the applicant must have been employed (or on a Board-approved leave) for at least ninety (90) working days in the current school year to be eligible (Policy 4141 (2)(E)(1)(F)).

2. "Full-time," for purposes of this policy, is defined as meeting the criteria for vertical movement on the salary schedule per policy 4141(2)(F)(2) for teacher experience and per policy 4870(D)(2)(3) for mental health employees.

3. Has submitted a written resignation from employment in the District to the Board of Education. This resignation shall be effective prior to receiving cash and/or benefits under this policy.

4. Has completed an individual Retirement Application and Agreement (Administrative Procedure 4119.1), and has submitted it to the Board of Education.

C. Granting of Benefit to Eligible Applicants

1. The District will impose an annual spending cap of $2,550,000 for teachers and mental health employees to pay:

   a. This retirement/service bonus;

   b. The payments for accumulated sick leave (under Procedure 4151.6, and 4873.2) to participants who receive payments under this retirement/service bonus plan, and

   c. The longevity schedule payments under Policy 4870 (F) (3) (Compensation for Mental health employees at Maximum) and under policy 4141 (2)(O)(4), (Compensation for Teachers at Maximum).

2. Retirement/Service Bonus Payments excluded from the cap:

   a. Compensation for accumulated sick leave for any employee other than one receiving this retirement/service bonus is specifically excluded from the cap.

   b. Employees who may be eligible but would not otherwise receive compensation under this policy may receive compensation with Board approval. In such cases, compensation paid to those employees will be specifically excluded from the cap noted in section (C)(1) above.

3. Payments from the cap will be made in the following order:

   a. Longevity schedule payments for recipients during that school year, per policy 4141(2)(O)(4) and 4870(F)(3).

   b. The payments for accumulated sick leave to participants in the retirement/service bonus plan, per policy 4151(A)(2) and 4873(1)(A)(2).

   c. The retirement/service bonus.

4. Applicants who apply by the March 15 deadline will be paid according to the payment schedule (D-1) below. Effective July 1, 2018, applicants who apply by the March 1 deadline will be paid according to the payment schedule (D-1) below. Payment for the retirement/service bonus will be based on total years of full time service with the District (i.e. the number of most recent consecutive years of service plus any additional years of teaching and/or mental health service in the District not otherwise included) with those applicants with the highest years of service being

paid first or, in the case that funds are not sufficient to pay all applicants who meet this deadline, the following provisions (5-7) will apply.

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

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

7. Employees applying after the March 15 deadline (and March 1 deadline effective July 1, 2018) will be eligible for payment under this provision only if the funds have not been depleted using the process outlined in sections (1-5) above. Such employees will receive this payment based on the date of application, with the first applicant receiving the bonus first. If sufficient funds exist to pay the bonus to one or more but not all eligible applicants who turn in their completed applications on the same day after March 15 (and March 1 effective July 1, 2018), the bonus shall be paid to all such applicants on a pro-rata basis, i.e., the total dollar amount remaining will be divided among all such applicants, with each individual receiving an equal percentage of the dollar bonus that individual would have received if sufficient funds had existed to pay all such applicants.

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

D. Compensation

1. Payment Schedule

The retirement/service bonus compensation shall be based on the total number of years of full-time service in the District (i.e. the number of most recent consecutive years of full-time service plus any additional years of full-time teaching and/or mental health service in the District not otherwise included) as reflected in the schedule below:

Retirement/Service Bonus Payment Schedule

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

28	$36,364	*
29	$38,182	*
30+	$40,000	*

* The final retirement/service bonus payment is calculated by subtracting the total of the longevity schedule payments the teacher has received, under Policy 4141(2)(O)(4) from the retirement/service bonus payment amount.

2. Payment for Work Agreed to by the Retiree and the District

If it is mutually agreed to by the retiree and the District, the retiree may work as a consultant in the District.

Payment for the days worked will be based on the retiree's current per diem pay.

Payment for these days worked will be made the month following the days worked.

It is understood that any days worked as a consultant will be deducted from the retiree's accumulated sick leave.

3. Post Retirement Employment

a. The teacher should request post retirement employment from the building principal or designee by February 15 of that school year.

b. To the extent possible, the District will notify the teacher of their acceptance for post-retirement employment by March 1 or as soon after as possible. Effective July 1, 2018, the District will notify the teacher of their acceptance for post-retirement employment by February 21 or as soon after as possible.

c. In order to maintain the cost-neutral character of this program, employees hired for post-retirement employment will be paid a percentage of their previous salary. Previous salary will be determined by their previous placement on the salary schedule, not including MaxSal, SAIP, Special Professional Growth, National Board Certification, Supplemental Benefit and Experience and Longevity payments. Additionally, teachers assigned a supplemental or RF position will be paid according to Policy 4141 and/or 4142. All teachers hired for post-retirement employment would have the rights and privileges provided to them under the negotiated agreement for teachers, Policies 4116, 4134, 4136, 4143 and 4147 during the year for which they are employed. Annually, not later than December 1, a CCEA representative and a representative of District Fiscal Services will meet to determine the percentage of salary for such employees so that the program remains cost neutral.

d. All parties understand that the District is under no obligation to rehire teachers in this program.

4. Payment Schedule

All payments will be made in increments of months up to thirty-six (36) months or years up to three (3) years. In no case shall payment be made in less than two (2) years.

5. Death Provisions

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

E. Additional Provisions

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

2. If any provision of this policy is found contrary to law, then such provision shall be deemed null and void, but all other provisions or applications thereof shall continue in full force and effect.

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

4. Any additions, deletions or revisions to this policy shall be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board of Education.

5. Neither the recognized Association nor the Board of Education can refuse to renegotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions shall remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

6. If in any one year the budget is not able to absorb the cost of this retirement policy without impact on accounts in the budget, other than teacher salaries and benefits, negotiations shall be reactivated. Any policy concerning economic items that have been adopted will have to be modified commensurate with the funds available.

Revised: April 26, 2018
Adopted: August 13, 2018
Effective: July 1, 2018

Retirement Application and Agreement, *Administrative Procedure 4119.1*

Pursuant to the provisions of Policy 4119 of the Board of Education of Cherry Creek School District No. 5, I, _____ do hereby apply for retirement from employment with the District. Upon acceptance and approval of this application by the Board of Education, it is understood and agreed:

A. My written resignation from employment in the Cherry Creek School District accompanying this Application and Agreement by the District, be effective as of the _____ day of _____, 20___, at which time any and all rights to employment with the District forthwith terminate.

B. In consideration for my retirement from employment with the District, the District will compensate me in the manner and amount as hereinafter provided, which includes all obligations of the District to me as of my termination date. The District shall have no further obligation to afford me the opportunity to consider me for re-employment.

C. The District will pay me as follows:

1. The retirement/service-bonus based on years of CCSD service from the chart below. $ _____

   Minus the total amount of money received in longevity schedule payments. $ _____

   TOTAL = (retirement/ service-bonus minus longevity schedule payments) $ _____

2. Payment Schedule

Retirement / Service Bonus Payment Schedule

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

* The final payment is calculated by subtracting all longevity schedule payments the teacher has received, under Policy 4141-8-E, from the retirement/service bonus payment amount.

_____ payments of $_____ paid _____ monthly/yearly (circle one) commencing _____, 20___.

In the future, the retiree may, at the District's option, be asked to do additional work as a consultant. This work would be arranged by a separate agreement between the retiree and the District.

D. Upon my death, any unpaid portion of my early retirement compensation shall be due and payable in full to _____ my designated beneficiary, if payment can be made in such manner under the existing statutes.

Retiree Signature _____ Date _____

For the District: Cherry Creek School District No. 5
Arapahoe County
State of Colorado

By: _____ Date: _____

Approved by Superintendent, Robert D. Tschirki, June 24, 1994

Revision approved by Superintendent, Monte C. Moses, June 11, 2001

Substitute and Short-Term Teachers, *Policy 4121*

A. Substitute Teachers

1. A substitute teacher is hired to teach in the Cherry Creek School District at the substitute rate of pay.
2. A substitute teacher does not have responsibilities for long or short-term planning or evaluation of student progress.
3. The Office of Human Resources is charged with the responsibility of maintaining adequate substitute files, assignments, and contracts throughout the school year. An evaluation of substitutes will be required from all coordinators and principals upon request by the Superintendent.
4. The highest qualified substitute teachers or qualified instructors will be employed in the absence of a regular teacher. The administration will develop administrative procedures to implement this policy and to insure that the quality of the program is maintained in the absence of a regular classroom teacher.

B. Short-Term Teachers

1. A short-term teacher is hired to teach in the Cherry Creek School District for more than ten days and for fewer than ninety consecutive work days in the same position. This person is hired for specific days on the school calendar.
2. The rate of pay will be the per diem equivalent of the B.A. step one salary amount from the teacher salary schedule found in Policy 4141.
3. Short-term teachers should have one or both of the following responsibilities:
   a. Full teaching responsibility, including short-term planning (less than 90 days) and evaluation.
   b. Other professional duties defined between the teacher and principal(s) and specified in writing.

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

Substitute Teaching Day, *Administrative Procedure 4121.1*

Substitute teachers should arrive at the school 30 minutes prior to the beginning of school. Substitute teachers will be required to stay 15 minutes following student departure. All substitute teachers must check out through the office before leaving the building.

Approved by Superintendent Jim Huge, December 12, 1988

Student Teachers, *Policy 4123*

To insure a productive experience for student teachers, the following guidelines will be followed:

A. Building Principals concerned will make final decisions regarding:

1. Those teachers or teams willing and competent to direct the work of student teachers.

2. The program and schedule of student teaching to be followed in the case of each student teacher.

B. No teacher will have a student teacher under his/her supervision unless the cooperating teacher has the amount of experience the college of the student teacher mandates as necessary.

C. Each prospective cooperating teacher may accept or decline a student teacher's placement. The teacher will receive the request to supervise a student teacher at least three weeks prior to the commencement of the assignment unless circumstances warrant otherwise.

D. The cooperating teacher will be paid, in addition to his/her contract salary, the total amount of money received from the sponsoring college or university.

E. Student teachers will not be given full class responsibility without the cooperating teacher being available for supervision. A student teacher cannot be used as a substitute teacher.

F. Supervision of a student teacher will be credited toward professional growth under the provisions of Policy 4130.

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

Arrangement for the Assignment of Student Teachers, *Administrative Procedure 4123.1*

Student teachers may be assigned to work in the Cherry Creek Schools according to the following procedures:

1. The Assistant Superintendent of Human Resources, or designee, will work with the principals in making assignments and distribution among the buildings. Coordinators of special subjects and departments and principals will be consulted in making the tentative assignments.

2. The university official charged with the supervision of student teachers will file with the Assistant Superintendent of Human Resources a complete list showing the assignments of student teachers as arranged by them after conference with principals, coordinators and the Assistant Superintendent of Human Resources.

3. Occasional conferences with university officials concerned with student teachers, together with principals and coordinators of the Cherry Creek Schools, will review problems and procedures in the assignment and supervision of such teachers.

Approved by Superintendent, Jim Huge, December 12, 1988

Resident Teachers, *Policy 4124*

There is a continuing need for the recruitment of able teacher candidates and the improvement of their preparation. Cherry Creek School District and the Association will strive to provide a setting in which Resident Teachers may apply the professional skills, theories, techniques and philosophies which have been developed through course-work and experiences. It is also recognized that Resident/Intern Teachers assume this position for the purpose of expanding and improving their expertise under the guidance of an experienced classroom teacher. Keeping this purpose in mind, Resident/Intern Teachers will be employed under the following conditions:

1. Residents/Interns will be certificated teachers.
2. A licensed teacher (mentor) will be assigned to guide, consult with, and advise no more than one Resident/Intern at any one time.
3. Each prospective supervisor may accept or reject a Resident or Intern Teacher. The prospective supervisor will be involved in the interviewing and recommendation to hire any prospective Resident/Intern.
4. Residents/Interns will be given reduced responsibilities.
5. The supervisor will have time to meet supervision responsibilities.
6. Residents/Interns will be counted as a part of the limit on differentiation within a building staff design.
7. While Interns or Practicum Students in various training programs other than the Resident/Intern Program are not included in the definitions in this Policy, the restrictions concerning number, permissive assignment, full-time responsibility, differentiated staffing and staff design directives will apply to all Resident or Intern personnel.

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

Summer School Teachers, *Policy 4125*

All licensed summer session staff members (teaching and recreation) will meet the same high standards required for appointment to the regular teaching staff. The recruitment and selection of the staff will be the same as for the regular staff. Appointment will be the same as for regular substitute teachers. The rates of compensation will be as determined by the Board. Regular teaching staff exercising the ten-month pay option will be issued paychecks during the summer the same as other summer school staff.

In the event summer school programs are organized with other educational agencies, the above provisions will be followed whenever practicable.

Revised: December 4, 1989
Adopted: January 8, 1990

Evaluation Process, *Policy 4170*

COMPLIANCE WITH THE LICENSED PERSONNEL PERFORMANCE EVALUATION ACT (C.R.S. § 22-9-101, et seq.) AND THE TEACHER EMPLOYMENT COMPENSATION & DISMISSAL ACT (C.R.S. § 22-63-101, et seq., as amended)

GENERAL

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

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

continued employment with the school district. The responsibility for the development of procedures for evaluation of teachers shall rest with the Superintendent of Schools.

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

The Board of Education and the Association shall jointly agree upon the forms which implement the criteria and standards set forth.

B. Certificated Performance Evaluation Council

A Certificated Performance Evaluation Council (commonly known as "1338 Committee"), has been established pursuant to state law to serve in an advisory capacity to the Board of Education.

1. Under state law, the Council must consist of, at minimum: one teacher, one administrator, one principal in the district, one parent with a child in the district, and one resident of the district who does not have a child in the district.

2. The Council is charged with advising the local Board of Education as to the fairness, effectiveness, credibility and professional quality of the certificated personnel performance evaluation system and its processes and procedures and shall conduct a continuous evaluation of said systems (C.R.S. § 22-9-107(2)).

3. Recommendations regarding evaluation will be presented to the negotiation teams by the appropriate working committees (e.g., 1338 committee or the SLO committee).

C. The Purpose of Evaluation

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

The teacher performance evaluation process shall:

1. Serve as a basis for the improvement of instruction;

2. Enhance the implementation of programs of curriculum;

3. Serve as the measurement of effective performance for individual teachers and serve as documentation for ineffective performance;

4. Serve as a measurement of the professional growth and development of teachers.

D. Definitions

For purposes of this policy, the following definitions apply:

1. "Teacher" is defined as any person who holds an interim, alternative, initial, or professional Teacher license issued pursuant to the provisions of article 60.5 of title 22 and/or Career and Technical Education authorization (Policy 4141.4) and who is employed by the District to instruct, direct, or supervise an education program.

2. "Probationary Teacher" is defined as either 1) a District teacher who has not yet

received a rating of effective for three consecutive years per the District's evaluation process and who has not been hired for the following year; or 2) a non-probationary teacher whose performance is deemed partially effective or ineffective for two consecutive years under the terms of this policy and Policy 4170.1 (Appeal);

3. "Non-probationary Teacher" is defined as a teacher who has completed three (3) consecutive years of effective teaching within the District per the District's evaluation process as set out in this policy or who maintained non-probationary status on July 1, 2013. As of July 1, 2014, any non-probationary teacher rated "ineffective" or "partially effective" for two consecutive school years will lose non-probationary status and revert to probationary status.

4. "Evaluator" refers to those individuals who hold a proper Colorado license and/or have received training in the District's evaluation process.

5. "Specialized Service Professionals" or "SSPs" means licensed personnel who provide support to teachers and students in areas that involve students' physical, emotional, and social health and well-being. SSPs include audiologists, occupational therapists, physical therapists, school counselors, school nurses, school orientation and mobility specialists, school psychologists, school social workers and speech and language pathologists.

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

7. "Evaluation Process" takes place when a teacher's performance is directly or indirectly observed, and feedback is provided to the teacher that is designed to improve teaching performance.

8. "Element" means the detailed description of knowledge and skills that contribute to effective teaching and leading, and which corresponds to a particular Teacher Quality Standard.

9. "Equity Pedagogy" refers to a commitment to a diverse population of students, demonstrated by the creation of an inclusive and positive school culture and strategies that meet the needs of diverse student talents, experiences and challenges. Equity pedagogy values students' individual backgrounds as a resource and utilizes approaches to instruction and behavioral supports that build on student strengths.

10. "Measures of Student Academic Growth" mean the methods used for measuring student learning in order to evaluate licensed personnel.

11. "Performance Evaluation Rating" means the summative evaluation rating assigned to licensed personnel and reported to the State Department of Education on an annual basis. It is the equivalent of a "performance standard," as defined in section C.R.S. § 22-9-103 (2.5). The four Performance Evaluation ratings for teachers shall be: ineffective, partially effective, effective, and highly effective.

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

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

14. “Measures of Student Learning” means the change in student achievement in relation to Colorado Academic Standards for an individual student between two or more points in time, which shall be determined using multiple measures, one of which shall be the results of Statewide Summative Assessments, and which may include other standards-based measures that are rigorous and comparable across classrooms of similar content areas and levels. Student Academic Growth also may include gains in progress towards postsecondary and workforce readiness. Student Academic Growth may include progress toward academic and functional goals included in an individualized education program and/or progress made towards Student Academic Growth Objectives.

15. “Student Learning Objectives” mean a participatory method of setting measurable goals, or objectives for a specific assignment or class, in a manner aligned with the subject matter taught, and in a manner that allows for the evaluation of the baseline performance of students and the measureable gain in student performance during the course of instruction.

16. “Teacher Quality Standard” means the Professional Practices or focus on Student Academic Growth needed to achieve effectiveness as a Teacher.

17. “Final Effectiveness Rating” derives from two different cumulative sets of data. The professional practice rating based on the quality standards (I-V) will make up fifty percent of the rating with the quality standard (VI) measure of student learning, making up the other fifty percent of a teacher’s final effectiveness rating. A teacher whose final rating is “ineffective” or “partially ineffective” is deemed ineffectively performing. A teacher whose final rating is “effective” and “highly effective” is deemed effectively performing.

18. “Remediation Process” means the method used to address the teaching performance of a teacher who has been identified as partially effective or ineffective and whose performance has not sufficiently improved. Such method may include a Directed Improvement Plan (discussed below).

PART ONE
EVALUATION PROCESS

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

A. Training/Orientation

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

1. Teachers

Training and follow-up will orient teachers to measures used by the assigned evaluator during evaluation. Such training and orientation will also help ensure that new educators

to District evaluation will have sufficient knowledge to actively participate in their own evaluation. In addition, the training/orientation sessions will provide a forum to review the evaluation system and to learn of any changes.

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

2. Evaluators

The success of a program of evaluation depends upon a high level of skill and training of all participants in the process. The District shall provide a minimum of eight hours of training on the Colorado State Educator Evaluation System and ten hours of training on inter-rater reliability using approved materials from the State Department of Education. As required by Colorado law, all performance evaluations must be conducted by an individual who has completed a training in evaluation skills that has been approved by the Department of Education. Teachers may fill the role of an evaluator if they are a designee of an individual with a Principal or Administrator license and have completed an approved training on evaluation.

B. Self-Assessment

Each educator will complete a self-assessment by the end of the first 20 calendar days of the school year. The goal of this step in the process is to provide the person being evaluated with an opportunity to reflect on personal performance and goals moving forward.

C. Review of Goals and Performance Plan

Soon after the teacher's self-assessment has been completed, the evaluator and teacher being evaluated should review the school's goals to ensure alignment with the goals included in the educator's performance plans (including professional growth, if applicable), such review may take place during the observation pre-conference.

D. Mid-year Review

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

E. Evaluator Assessment

Evaluators should review the performance of teachers being evaluated throughout the year and record their ratings on the rubric as such information is collected. This is not an end of the year activity, but rather one that is conducted in a continuous manner. The evaluator should complete the rubric prior to the end-of-year review.

F. End-of-Year Review

The evaluator and teacher being evaluated should discuss the educator's performance ratings on the evaluation rubric and measures of student learning, self-assessment ratings, artifacts and any evidence needed to support the evaluator ratings. This discussion will take place no later than 15 working days prior to the end of the school year.

G. Final Professional Practices Ratings

All evaluators will communicate Final Professional Practices Ratings to all teachers by June 30. Should the evaluator and teacher being evaluated not agree on the final ratings during the end-of-year review, they should determine what additional evidence is needed in order to arrive at the correct rating. While the 15 working day period prescribed in item 6 above should provide adequate time to collect and summarize the evidence and to determine a final rating, each circumstance should be assessed individually.

H. Goal-setting and Performance Planning

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

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

http://www.cde.state.co.us/educatoreffectiveness/

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

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

PART TWO
EVALUATION PROCEDURES

All licensed teachers are evaluated according to the following procedures:

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

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

C. Once the teacher's yearly evaluation cycle has begun, there shall not be any substantive

changes to the forms, documents or materials used in the evaluation process unless mandated by statute or the Colorado Department of Education or unless mutually agreed upon by the District and the Cherry Creek Education Association.

D. The teacher shall be responsible for the following:

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

E. An evaluator shall be responsible for the following:

1. Reviewing all required evaluation documents including the Evaluation Rubric and evaluation materials;
2. Encouraging a thoughtful, comprehensive and honest approach to self-assessment;
3. As needed, hold periodic conferences with the teacher being evaluated to determine what sources of evidence/artifacts will be used to measure performance against professional practices;
4. Reviewing professional growth plan/goals and suggesting revisions;
5. Providing on-going feedback;
6. Scheduling mid-year and end-of-year reviews;
7. Providing enough feedback regarding each observation to allow the teacher to reasonably assess performance and areas for growth;
8. Conducting a mid-year review with the teacher. Any document submitted by the evaluator to the teacher during this mid-year review will be deemed a working (not final) document to be re-assessed throughout the school year and up until the final summative evaluation;
9. Assessing the need for the substance and timing of a Directed Improvement Plan, particularly where there is a concern that the teacher may earn an ineffective or partially ineffective rating;
10. Ensuring the contents of the summative evaluation are an accurate reflection of the

teacher's performance to include the review of any evidence/artifacts that may support a rating change and adopting such change if the evaluator deems appropriate to do so;

11. Conducting evaluation observations and conferences, including all aspects of the District's evaluation process, in a manner consistent with the legal and constitutional rights of the teacher;

12. To the extent that any timelines discussed in this policy are deemed impracticable for the evaluator, to seek agreement from any affected teacher for an extension of time to complete the given task. Such extension should not adversely affect the teacher in any substantive way and should not exceed five (5) working days;

13. In those cases, where a teacher is assigned to more than one facility, an evaluator from each facility where the teacher is assigned will provide input for the Mid-Year conference and the final draft of the final professional practice rating.

F. Formal Observation Process: Every teacher will be evaluated through a Formal Observation Process. The teacher and evaluator will mutually agree on one of two types: Traditional and Flexible. In either case, the evaluator will observe the teacher for a minimum of 40 minutes over the course of the school year.

1. The Traditional Observation Process will involve a pre-observation conference, a formal observation, and a post-observation conference between the evaluator and the teacher.

   a. Pre-Observation Conference: The "Pre-Observation Conference" shall be defined as a meeting between the evaluator and the teacher to be held prior to a formal observation. The intent of this conference is to discuss the lesson to be observed and other related topics as appropriate.

   b. Formal Observation: The term "formal observation" shall be defined as an evaluator observing a teacher's performance and creating a record of matters observed, and an analysis of the activity(s) observed and memorialized. The length of the formal observation will be determined by the evaluator and span enough time to reasonably assess the teacher's performance. The formal observation will include a pre- and post-observation conference.

   c. Formal observations are generally planned in advance by the evaluator and the teacher. The number of formal observations shall comply with the requirements set forth in this policy. It is recognized that additional formal observations (along with informal observations) may occur as appropriate in the view of the evaluator.

   d. Post-Observation Conference: The "Post-Observation Conference" shall be defined as a meeting between the evaluator and the teacher after a formal observation. The purpose of this conference is to review the evaluator's judgments of the teacher's performance based on the formal observation.

   e. Post-observation conferences in the formal observation process must be held within a reasonable timeframe, but no later than six (6) working days after the formal observation. An extension of time may be mutually agreed upon.

2. The Flexible Observation Process will also include a pre-observation(s) conference, formal observation(s), and a post-observation(s) conference between the evaluator and the teacher. Each of these will take place at an appropriate time(s) as determined by the

evaluator and teacher. The length of any one observation may vary but should last ten (10) minutes or more in length. Taken together, all observations should last at least forty (40) minutes.

G. Informal Observation: At any time, an evaluator may conduct informal observations. Informal observations are defined as unscheduled observations of a teacher that may take place as an evaluator visits a classroom, helps a student, or otherwise observes a teacher in an interaction which reflects that teacher's performance of professional duties. The informal observation will not include a pre-observation conference but may include a post-observation conference.

Informal observations allow an evaluator to gather additional data. Such observations would not require any conferences with the teacher unless they lead the evaluator to have concerns about the teacher's performance. If the evaluator plans to include the concern in a formal observation report, the evaluator will place the teacher on reasonable notice of the details of the concern at a post-observation conference within six (6) working days of the observation.

It is recognized that informal observations along with additional formal observations may occur as appropriate in the view of the evaluator.

H. Informal, formal, and additional formal observations may occur as appropriate per

the discretion of the administrator. Determining the overall professional practice rating must include direct observation and may include, but not be limited to, the following additional data sources/artifacts:

1. Discussions/conferences with teacher;
2. Participation in committee and meetings;
3. Review of materials and resources;
4. Review of student assignments and student work;
5. Parent, student, and/or peer feedback;
6. Physical appearance of the classroom;
7. Disciplinary referrals;
8. Review of lesson plans and curricular scope/sequence;
9. Review of assessment tools/measures;
10. Documentation of professional growth experiences;
11. Documentation of policy/procedure compliance.

I. For any Quality Standard or element in which the teacher and the evaluator are not in agreement the teacher may choose to provide evidence/artifacts supporting a revision to the evaluator. The evaluator will use the evidence/artifacts in reassessing the quality standard or element not in agreement. Such reassessment may or may not change the evaluator's rating.

J. The teacher's Summative Evaluation Report must be acknowledged by the evaluator and teacher by signing electronically. Within six (6) working days of receiving the document, the teacher will acknowledge the document. Such acknowledgment will only indicate that the

report was received, it will not necessarily indicate the teacher's agreement with the contents of the report in whole or in part. If the teacher wishes to respond to the evaluation report, he/she will do so electronically within the same six (6) working days provided for acknowledging the document. The teacher will provide the response to both the evaluator and the Office of Human Resources.

K. The evaluator will have a final conference with the teacher to discuss the final Teacher Evaluation Report. This final conference must occur before submitting the Report to the Office of Human Resources.

L. Quality standard (VI), measures of student learning, shall be determined by combining both collective and individual attribution. The collective attribution will be the school composite score for each individual building while parameters for the individual attribution will be established during the 2014-2015 school year.

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

I. Evaluation Process for Non-teaching Licensed Personnel

A. These teachers are assigned to responsibilities other than a regular classroom. These assignments include but are not limited to the following: Deans, community administrators, activities directors, athletic directors, coordinators and teachers on special assignment.

B. Assignments of this nature require that the evaluator determines a job description appropriate to the position.

C. The evaluator will use the district developed professional practice rubric(s).

D. For any teacher for which evaluation responsibilities are delegated as any or part of their job, their performance evaluation will include their ability to effectively evaluate teachers.

II. Procedure for Probationary Teachers

A. All probationary teachers will be evaluated yearly.

B. Probationary teachers will be subject to two (2) formal observations and one (1) Mid-Year Review during the first half of the school year.

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

D. The Mid-Year Review for all probationary teachers will take place on or before December 15. During this review, progress toward achieving school and personal goals should be discussed and the teacher should have a clear understanding of their potential effectiveness rating based on evidence available to date. The Mid-Year Review should provide enough feedback to allow the teacher to reasonably assess and improve upon any performance deficiencies.

E. Probationary teachers will be subject to two (2) formal observations and a final professional practice rating during the second half of the school year. The evaluator shall complete this

Summative Evaluation Report and hold the discussion with the teacher regarding its contents not later than May 1 of each school year.

F. Beginning with evaluations conducted during the 2014-15 school year, as required by Colorado law, a teacher whose performance is deemed ineffective shall receive written notice that his or her Performance Evaluation Rating shows a rating of ineffective, a copy of the documentation relied upon in measuring his or her performance, and identification of deficiencies.

III. Procedure for Non-Probationary Teachers

A. Non-probationary teachers shall receive an evaluation every year.

B. The administrator in charge of a building or unit where teachers are assigned is responsible for the evaluation process of all licensed employees assigned to the building or unit. The administrator may delegate evaluations to one or more individuals holding a principal or administrator license and/or who have been trained in the District's evaluation process.

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

D. The Mid-Year Review for non-probationary teachers will take place no later than January 15 of every school year. However, the Mid-Year Review for any non-probationary teacher who may be deemed ineffective on the summative evaluation will have taken place on or before December 15. Additionally, at the discretion of the building principal, a mid-year Directed Improvement Plan will be created and monitored throughout the remainder of the evaluation cycle.

E. Beginning with evaluations conducted during the 2014-15 school year, as required by Colorado law, a teacher whose performance is deemed ineffective shall receive written notice that his or her Performance Evaluation Rating shows a rating of ineffective, a copy of the documentation relied upon in measuring his or her performance, and identification of deficiencies.

F. Beginning with evaluations conducted during the 2014-15 school year, for a non-probationary teacher, a rating of partially effective or ineffective shall be considered the first of two consecutive years of ineffective performance that results in loss of non-probationary status. Non-probationary status in this instance shall only be lost if the teacher is subsequently rated partially effective or ineffective during the following year in which they are employed as a teacher in the District. A non-probationary teacher must maintain an effective or higher rating to retain non-probationary status.

IV. Process for Addressing Evaluation Concerns

A. Any non-probationary Teacher who has received his or her first year partially effective or ineffective rating may choose to file a year-one evaluation grievance (Procedure 4170.1) The evaluation grievance must be filed within 11 working days after receiving his or her partially ineffective or ineffective rating on the final summative evaluation report. The teacher filing the appeal will communicate to his/her evaluator that such an appeal is being made per the requirement in Procedure 4170.1. This procedure satisfies the just cause and due process outlined in Policy 4134 as it relates only to evaluation grievances.

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

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

PART THREE
REMEDIATION PROCESS

If the evaluator determines that performance concerns exist, the principal or site administrator will contact the Office of Human Resources to ascertain what steps will be taken to address the issue. With the agreement of the Office of Human Resources, the principal or site administrator may develop a Directed Improvement Plan for the teacher. This plan will specifically address those areas of concern, and include correlating support resources and a timeline for implementation.

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

A. Directed Improvement Plan

1. The Directed Improvement Plan ("DIP") may be implemented at any time, including at mid-year, but no later than the end of the school year in which the teacher may be deemed ineffective. A mid-year DIP represents an optional, intermediary step to provide further support prior to an end of the year DIP, if one becomes necessary.

2. The evaluator will direct the DIP. The evaluator will place the teacher on reasonable notice of the areas to address, steps for improvement, and timelines for additional observations and conferences. The evaluator will do so either via e-mail and/or in hard copy form. To the extent that a teacher has questions or concerns regarding the DIP, the teacher will timely submit the same via e-mail and/or in hard copy form.

3. At minimum, the DIP will include the following:

   a. An in-person meeting to discuss the DIP; and

   b. Sufficient time for the teacher to improve in relation to the performance concerns; and

   c. Three additional formal observations and feedback regarding the same submitted to the teacher within six (6) working days after each observation; and

   d. To the extent that the teacher disagrees with any portion of the feedback given, the teacher may submit a written response within six (6) working days. The teacher may also submit artifacts throughout the DIP, including as part of any response.

B. Remediation Plan

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

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

3. At the conference, the site/program administrator, the teacher and any other appropriate personnel, will a) Review specific performance concerns; and b) Formulate a written remediation plan including the following:

    a. Objectives for improving the identified performance concerns;

    b. Identification of resources and assistance available to implement the objectives;

    c. A timeline for completing the objectives;

    d. Criteria by which the attainment of the objectives will be measured;

How they will monitor progress on the remediation plan objectives to include the timing of conferences.

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

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

TEACHER REMEDIATION REPORT

Teacher's Name: _____ School: _____

Teaching Assignment: _____

Evaluator's Name: _____ Title: _____

Date: _____

1. Directed Improvement Plan (Evaluator: You must attach documentation of plan(s).)

   Date(s) _____

2. NOTIFICATION of movement to Remediation:
   (Attach copy)

   Date _____ Delivered by _____

3. CONFERENCE to review specific concerns and develop Remediation Plan:
   (Attached Remediation Plan)

   Date _____ Attended by _____

4. RECORD of Remediation Plan monitoring:
   (Attach additional information as needed.)

FORMAL OBSERVATIONS CONFERENCES

(Date/Time)	(Date/Time)	(Date/Time)	(Date/Time)

Year One Professional Practice Rating Appeal and Grievance, *Policy 4170.1*

A. General

A year-one evaluation grievance is defined as a written complaint by any non-probationary teacher who has received his or her first-year partially effective or ineffective rating and who believes that he or she has been rated inaccurately on the basis of procedural violations or inaccurate data as explained below. Any non-probationary teacher who has received his or her first year partially effective or ineffective rating may choose to file a year-one evaluation grievance within 11 working days after the summative evaluation is finalized and signed by both the teacher and evaluator. This procedure satisfies the just cause and due process outlined in Policy 4134 as it relates only to evaluation grievances.

B. Grounds for Year-One Evaluation Grievance

The grounds for a year-one evaluation grievance shall be limited to the following:

1. The evaluator did not follow rules, statute, or procedure per Policy 4170 and that failure to adhere to those requirements had or may have had a material impact on the final Performance Evaluation Rating assigned to the teacher (e.g., an observation was not completed; no post-observation conference was held following a formal, informal, or flexible observation); and/or

2. The data relied upon was inaccurately attributed to the Teacher.

C. Process for Year-One Evaluation Grievance

The Teacher may choose to submit the grievance appealing the Year One Rating of Less than Effective to a review panel for a hearing. At the time that the teacher decides to appeal the Year One Rating of Less than Effective, the evaluator shall be notified.

1. The Year-One Evaluation Grievance must be filed in writing within eleven (11) working days after the summative evaluation is finalized and signed by both the teacher and evaluator. The teacher filing the appeal shall notify her/his evaluator as well as the Assistant Superintendent of Human Resources and the CCEA President in writing of the intent to appeal not later than six (6) working days after the summative evaluation is finalized and signed by both the teacher and evaluator. Such communication will only state that an appeal will be filed.

2. The Teacher will provide the alleged procedural violation(s) and/or misattributed data along with any artifacts and / or body of evidence intended to support a change of rating. This information will be submitted in a sealed envelope to the facilitator(s) for the appeals panel. It will not be opened until both the teacher's and the evaluator's documents are received.

3. Within five (5) working days after receiving notification that a grievance appeal has been filed by a teacher, the evaluator shall provide the appeals panel with copies of any and all information previously provided to the teacher regarding the determination of professional practice ratings (Standards I-V) in any and all elements that were rated less than proficient and the growth

data that was used in determining the rating in Standard VI. This information will be submitted in a sealed envelope to the facilitator(s) for the appeals panel. It will not be opened until both the teacher's and the evaluator's documents are received.

4. A hearing will be held before the appeals panel no later than ten (10) working days following submission of the appeal documents from the teacher and evaluator unless the parties mutually agree to extend the timeline.
5. The panel is expected to meet and review the evidence submitted.
6. The teacher shall be given the opportunity to address the review panel in person or in writing. The review panel shall review any written information provided by the appealing Teacher prior to meeting to render a decision.
7. The review panel shall be comprised of members (both teachers and administrators) that are not directly involved in the evaluation process for the appealing teacher or from the teacher's building. The panel shall be selected and comprised as follows:
    a. Panel members shall be selected and trained in a manner designed to ensure the credibility and expertise of the panel members. The panel shall be comprised of equal numbers of teachers and administrators, with no more than six (6) panel members total. A process shall be developed to ensure continuity of the review panel members.
    b. Teachers on the review panel (and pool) shall be non-probationary and shall have been rated as effective on their most recent evaluation and shall be selected from a list provided by the Association.
    c. Administrators serving on the review panel (and pool) shall be rated as "effective" on their most recent evaluation, shall be experienced in evaluating instructional practices, shall be familiar with evaluation procedures and processes as outlined in statute as well as the Negotiated Agreement.
    d. The Association President and Assistant Superintendent of Human Resources or their designees will jointly assemble the panel from their respective pools.
    e. There shall be a pool of individuals (teachers and administrators) who are trained to serve on a panel. The training shall be mutually designed and/or agreed upon between the District and the Association.
    f. Review panel members shall receive annual training consisting, at a minimum, of:
        i. Review of CDE documents regarding the state model evaluation system
        ii. Review of the purposes of evaluation and philosophy of evaluation
        iii. Review of the district Master Agreement regarding evaluation
        iv. Review of the district Appeal process

v. Purpose of the panel and expectations for them as panel members

g. Review panel members shall be expected to adhere to the following expectations:

i. Maintain confidentiality regarding all matters related to appeals made to the review panel;

ii. Commit to the full-length of their term for participating as a member of the appeals panel pool;

iii. Attend all annual trainings;

iv. Review all submitted materials prior to the scheduled hearing date;

v. Be in attendance at all required hearing dates;

vi. Participate actively and contribute to the hearing process;

vii. Participate in the writing of all recommendations/reports.

8. The panel is the final decision making body for year-one evaluation grievances. The decision of the panel will be made by a simple majority vote. If the vote of the panel results in a tie, the original evaluation rating will stand. Decisions of the panel are final and may only be brought into a subsequent appeal after a second consecutive year-of less than effective rating if the teacher chooses to present it at an appeal.

9. The appeal process shall conclude no more than forty-five (45) working days after the grievance has been filed unless the timelines noted above have been extended by mutual agreement. If the timelines have been extended, the forty-five (45) working day deadline for completion shall be extended by the total number of working days mutually agreed to.

The decision of the appeals panel will be final and will be communicated in writing to the teacher who made the appeal and the evaluator as well as the evaluator's supervisor.

Revised: May 24, 2017
Adopted: June 12, 2017
Effective: July 1, 2017

Professional Practice Rating Appeal, *Policy 4170.2*

A. <u>General</u>

1. The appeal process established herein is intended to be consistent with state law and/or existing regulations established by the Colorado Department of Education, including "Process for Non-Probationary Teacher to Appeal Second Consecutive Performance Evaluation Rating of Ineffective or Partially Effective" (CDE Reg. 5.04, et seq.).

2. A non-probationary teacher with an Overall Professional Practice or Final Effectiveness rating of partially effective or ineffective for the second (2nd) consecutive year may choose to appeal to the District Professional Practice Review Team (DPPRT) for a rating change to any quality standard(s) or element(s) rated less than proficient.

This appeal request will not be denied.

3. The appeal process will take place only if voluntarily initiated by the non-probationary teacher whose Final Evaluation Rating was ineffective or partially effective for two consecutive years. The teacher's appeal will be in writing and provided to the principal, the DPPRT, and, if the teacher wishes, to the president of CCEA.
4. The DPPRT will act as an advisory committee to the Superintendent. The Superintendent, or his or her designee, will be the final decision-making authority in determining the teacher's final Performance Evaluation Rating and whether a non-probationary teacher will lose his or her non-probationary status. The Superintendent, or designee, will provide a written rationale for his or her final determination.
5. The process for the appeal of a second consecutive Overall Professional Practice or Final Effectiveness Rating of partially effective or ineffective shall conclude no more than forty-five (45) calendar days after the final evaluation conference and receipt of the final Evaluation documents.
6. A teacher will initiate an appeal within fifteen (15) calendar days after the final conference and acknowledge of the final signed written Evaluation documents.
7. The timeline identified in section (A)(5) and (A)(6) above shall run concurrently, and may be waived, by mutual agreement between the Teacher and the DPPRT.
8. The District will identify the chairperson on the DPPRT who will, among other tasks, receive all official documents related to the appeal process.
9. Within one calendar day, the DPPRT will provide written notice to the teacher of the receipt of the teacher's appeal.
    a. This notice will also contain a list of possible hearing dates. These dates will not be sooner that ten (10) calendar days from the receipt of the appeal request.
    b. The teacher and the DPPRT will mutually agree to a hearing date that complies with the timeline established for the appeal process herein.
10. The teacher and principal will have the right to representation throughout the appeal process.
11. The outcome of this appeal process shall not serve the purpose of determining employment and/or termination. The appeal process shall be the final determination in regard to the Final Effectiveness Rating and loss or retention of non-probationary status.
12. The teacher and principal may present testimony and evidence to the DPPRT related to the teacher's professional practices. The principal and teacher may decline to present evidence and may do so without prejudice.

B. <u>Grounds For The Appeal</u>

Per Colorado state statute and regulations promulgated by the Colorado Department of Education, the grounds for an appeal shall be limited to the following:

1. The evaluator did not follow rules, statute, or procedure per Policy 4170 and that failure to adhere to those requirements had a material impact on the final Performance Evaluation Rating that was assigned to the teacher (e.g., an observation was never completed); and/or

2. The data relied upon was inaccurately attributed to the Teacher.

C. <u>Operation of the DPPRT</u>

1. Any documents and/or proceedings related to the appeal process shall be confidential.
2. The DPPRT will consist of the following six (6) members: a level director, a principal*, and an assistant principal* appointed by the District, and three (3) non-probationary teachers appointed by the teacher or, if desired by the teacher, the President of the Cherry Creek Education Association.

   * These individuals shall not be directly involved in the evaluation process for the appealing Teacher. All appointees shall be representative of the level that the appealing teacher is assigned (e.g., elementary, middle school, high school, or multi-level).

3. As soon as practicable, the members of the DPPRT will be appointed by the teacher and the District. In his or her sole discretion, the teacher may allow the President of the Cherry Creek Education Association to appoint teacher members.

D. <u>Process</u>

1. The following materials will be submitted to and reviewed by the DPPRT before the scheduled hearing:
   a. The teachers written appeal document; and
   b. The professional practice rating on the teacher evaluation reports, including the teacher observation rubrics; and
   c. The evidence/artifacts that was previously provided to the evaluator for review for both ratings, and the evaluator's rationale for the final ratings in light of such evidence/artifacts.
2. Information provided during the hearing may include:
   a. Testimony by the teacher on his/her behalf; and
   b. Testimony by the evaluator; and
   c. Testimony by other professionals who have observed the teacher's professional practices related solely to the teacher's grounds for appeal and any evidence already submitted.
3. The teacher will be notified in writing within seven (7) calendar days of the DPPRT recommendation on the appeal with a copy also sent to the Superintendent, President of CCEA if desired by the teacher, and to the Assistant Superintendent of Human Resources. The report will contain the following items:
   a. Quality standard elements that were revised from basic/partially effective to proficient or higher, if any; and
   b. An updated Teacher Evaluation report and Overall Professional Practice rating reflecting the revision, if any; or
   c. An indication that no revision is warranted after the DPPRT's review of the presented evidence with an explanation of the DPPRT's decision.
4. The Superintendent will issue his or her final decision any time after the deadline for

the teacher's response to the appeal report (see below) but no later than 15 calendar days after issuance of the appeal report.

5. The above timeline requirements may be waived by mutual agreement between the Teacher and the DPPRT.

E. <u>Teacher Responsibilities</u>

1. The teacher shall file only one (1) appeal document; and
2. The teacher's appeal document will be in writing and shall state all grounds for the appeal per section (B) above. Any grounds not stated in the original appeal document will be deemed waived and will not be considered in the appeal; and
3. He or she will have the burden to demonstrate that a rating of effective was appropriate. The teacher will be responsible for providing evidence/ artifacts supporting a rating change to any of the quality standard(s) or element(s) in dispute; and
4. The teacher will be responsible for timely responding to any requests for information.

F. <u>Final Appeal Report & Superintendent's Final Ruling</u>

The teacher will be notified in writing within seven calendar days of the DPPRT's recommendation on the teacher's appeal. The DPPRT will forward a copy of the recommendation to the teacher, Superintendent, Assistant Superintendent of Human Resources, and, if the teacher chooses, to the President of CCEA.

In order to recommend the overturning of a rating, the DPPRT must unanimously find that the rating of ineffective or partially effective was inaccurate. The DPPRT may submit a majority/minority opinion to the Superintendent if unanimity is not reached.

Based on the information contained in the Final Appeal Report, the Superintendent may decide one of the following:

1. The teacher has provided evidence/artifacts such that revising the performance standard(s) and/or elements(s) in dispute to proficient or better is appropriate. The Superintendent will revise the teacher's Final Effectiveness Rating to effective; or
2. If the Superintendent finds that a rating of ineffective or partially effective was not accurate but there is not sufficient information to assign a rating of effective, the Teacher shall receive a "no score" and shall not lose his or her non-probationary status. However, if in the following academic school year that teacher receives a final Performance Evaluation Rating of ineffective or partially effective, this rating shall have the consequence of a second consecutive ineffective rating and the Teacher shall be subject to loss of non-probationary status; or
3. The Superintendent determines the evaluator did not follow established procedure per policy 4170 and that failure to adhere to those requirements had a material impact on the Final Effectiveness Rating that was assigned to the teacher therefore a change in the Final Effectiveness rating to Effective is warranted; or
4. The Superintendent determines the data relied upon was inaccurately attributed to the teacher therefore a change in the Final Effectiveness Rating to effective is warranted, or
5. The Superintendent determines that a rating of ineffective or partially effective was accurate so that the rating of ineffective or partially effective will remain and the teacher will lose non-probationary status. The Final appeal report will contain:

a. The DPPRT's recommendation from section (F)(1) above; and

b. The rationale for why the evidence presented did not support a revision from ineffective to effective; and

c. A statement that the outcome of this appeal process shall not serve the purpose of determining employment and/or termination.

6. The teacher must sign and return the final written appeal report within five (5) calendar days to the DPPRT chairperson after receiving the document. The teacher's signature will indicate that a copy was received but will not necessarily indicate the teacher's agreement with the contents of the report in whole or in part.

7. If the teacher wishes to respond to the final appeal report the teacher will do so in writing within 10 calendar days of receipt of the report. The teacher will provide a copy of the response to the chairperson of the DPPRT, the president of the Cherry Creek Education Association if desired, and to Office of Human Resources where it will be attached to the Final Appeal Report and placed in the teacher's personnel file.

8. The Final Appeal Report, the Superintendent's decision, along with all pertinent documents and any response will be placed in the teacher's personnel file maintained by the Office of Human Resources.

Revised: May 24, 2017
Adopted: June 12, 2017
Effective: July 1, 2017

S.T.A.R. Program, *Memorandum of Understanding*

Cherry Creek Teacher Assistance

In an ongoing effort to improve student achievement and provide the highest quality educational program to all students, the Cherry Creek School District and the Cherry Creek Education Association work continually to examine practices and process that reflect continuous improvement. We understand that, in order for students to achieve and improve, teachers must succeed in their teaching. With that understanding in mind, the District and Association agree to cooperate in ongoing implementation of a teacher assistance program. The goal of this program will be to improve the quality of instruction through a peer assistance program for beginning teachers and for intervention with other staff members where necessary and appropriate.

1. The District will appoint three members and the Association will appoint four members to a Governing Panel that will supervise the implementation of this program.

2. The Governing Panel will provide necessary assistance to the negotiation teams by recommending language to replace the existing Policy 4152.

Site-Based Management Model, *Memorandum of Understanding*

A. <u>Purpose</u>

In an effort to improve and support student learning and achievement, each site, which directly serves students, will develop a written site-based management model.

In order to achieve the purpose above, this memorandum of understanding is intended to:

1. Clarify the decision-making process at each site.
2. Invest people in site decisions.
3. Empower people to participate in site decisions.
4. Allow for on-site resolution of site concerns.

B. <u>Model</u>

The site-based management model developed at each site must address the participants in the model, the structure through which the site reaches shared decisions, and the levels of involvement in the model. These elements must be developed and implemented during the 95-96 school year.

1. <u>PARTICIPANTS in the model shall include but not be limited to</u>:
    a. Parent/Community
    b. Staff/Teachers
    c. Students
    d. Administrators
2. This STRUCTURE should recognize the importance of empowering people in the decision-making process while recognizing the responsibility of the principal as the final decision-making authority.

    <u>The components of this structure shall include but not be limited to</u>:

    a. How committee or other structures are determined.
    b. How frequently meetings occur.
    c. How topics are introduced and studied.
    d. How decisions are reached.
    e. How dissenting opinions are addressed.
    f. How information is shared.
3. The LEVELS OF INVOLVEMENT in the model would describe the opportunities and options individuals would have for participating in a given decision-making process.

    An example of these levels might include but are not limited to:

    a. <u>Accountability - Decision-making</u>:

        "I want to serve on a decision-making committee."

    b. <u>Responsibility -Taking action</u>:

        "I will attend sessions to initiate input."

c. Consultation - Asking for opinions:

"I want to get information from the group and respond."

d. Information - Hearing-about decision:

"I want to know when the decision is made and I will comply."

C. Topics/Issues

The TOPICS/ISSUES to be brought to the model shall include but not be limited to:

1. Structure and use of planning time
2. Class sizes/loads
3. Staffing design building-wide (by level, by team, or by department)
4. An annual review of site committee structure
5. Site issues related to special education inclusion
6. Site staff development (including the use of non-contact days)

D. Procedural Considerations

1. The site-based management model developed will be disseminated in written form throughout the site community.
2. No appeals or waivers of District policy shall be considered for the term of this memorandum of understanding.
3. The CCEA and the Division of Performance Improvement or District designee will address concerns about whether or not the site-based management model is in use. Written concerns about whether or not the site-based management model is in use may be directed to the Superintendent or CCEA President.

This memorandum of understanding will be reviewed by June 30, 2020, and may be continued by mutual agreement of the parties.

Revised: May 25, 2017
Adopted: June 12, 2017
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Compensation, Benefit, and Leave Information

Salary, *Policy 4141*

1. Preamble

The goal of the Cherry Creek School District is to attain excellence in all phases of the educational program, including personnel, facilities, management, and instruction. The continuing responsibility of the Board is to encourage, develop and approve District policies which will increase the community's opportunities of achieving this goal.

The Board recognizes that the staff's primary commitment is to the boys and girls of the school community it serves and, further, to the overriding goal of excellence to which this community subscribes. The Board will strive, therefore, to develop personnel policies which are consistent with the continuing staff and community commitments, recognizing that such high standards and aspirations are, by necessity, developed only over a period of many years.

The Cherry Creek School Community recognizes the excellence of its staff and commends its past high standards of industry and performance as well as its willingness to accept ever-increasing demands. It is in recognition of this fact that the Board adopts the following salary principles.

2. Salary Principles

The Board will establish a Salary Schedule for teachers as may be needed to maintain the operations and carry out the educational program of the District, and consistent insofar as possible with the desires of the employees and these salary principles. Such a Schedule will be approved by the Board.

A. The compensation program should establish salary goals for all staff members at least equivalent to the highest level in Colorado commensurate with the District's ability to do so.

B. The compensation program should recognize the training a staff member received before employment and subsequent thereto.

C. The compensation program should recognize the experience a staff member received before employment and subsequent thereto.
Effective July 1 of the 2012 – 2013 school year, teachers will be paid according to the Teachers Salary Schedule.

D. Initial Salary Placement - Experience Credit

(1) Effective July 1, 2007, the Human Resources Department will recognize verified previous teaching experience and the teacher will advance one (1) vertical step on the Salary Schedule for each year of recognized service, up to a maximum of five (5) steps as specified in (E)(2) below, provided the teaching experience meets at least one of the following conditions (a, b or c):

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

i. The teaching experience must have occurred while the teacher held a valid teaching certificate/license issued by that state, and

ii. the teaching experience must have been while under contract and the

teacher was paid on the official Salary Schedule for certificated/licensed personnel of the District, and

iii. the teacher must have:

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

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

c.) worked an equivalent amount of time (360 hours) on a block or alternative schedule.

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

(b) If the experience is in non-public schools, the following applies: Vertical step movement on the Salary Schedule will be given if the experience meets the requirements of provision (E)(1)(a)(iii) above.

(c) Individuals who serve as a resident teacher, or in a similar program, in the Cherry Creek School District in the 1988 - 89 school year, or succeeding years, will receive credit for one year of teaching experience, and move one (1) vertical step on the Salary Schedule, when they are employed as a regular teacher.

(d) Experience that will not grant vertical movement on the Salary Schedule:

i. Experience as a substitute teacher, student teacher, or any continuing training program will not count as recognized previous teaching experience for initial placement or vertical step movement on the Salary Schedule.

(2) Full experience credit for up to and including five (5) years will be granted to both new and presently-employed teachers commencing in September 1970.

In identified "hard-to-fill" positions in the District, teachers with experience beyond the five years allowed in this section may be hired and given credit for up to ten (10) years of experience (as outlined in 4141 (E)(1) above) [i.e., initial placement up to step 11 (eleven) on the Schedule]. All teachers hired in any given school year for such "hard-to-fill" positions shall be given full credit for their prior experience up to ten (10) years if any other new hire in such position in that school year is given credit beyond the normal five (5) years of experience credit provided in this policy.

Annually, the District shall communicate with the Association President (or designee) the positions that have been identified as "hard-to-fill" positions prior to hiring for the upcoming school year.

This communication shall include the basis for the identification of positions as "hard-to-fill;" i.e., number of applications on file for such positions, special requirements of the position, etc. Such communications shall be made on a regular basis, as needed, throughout the hiring for the following year.

Additionally, not later than September 1 of each school year and the first of each month thereafter if such hiring is applicable, the District shall provide to the

Association, in writing, a list of the names, position/assignment, building/facility, and cell placement for each person hired under this provision.

Both the Association and the District agree that the time of the hiring shall not be a basis for defining a position as "hard-to-fill." That is, unfilled positions that were not considered "hard-to-fill" in May shall not become "hard-to-fill" simply because they are still not filled in August.

(3) In the 2012 – 2013 school year, all teachers in the District who were paid in school year 2011 – 2012 according to provisions of the Experience Credit Schedule will be placed on the Salary Schedule step commensurate with their recognized outside experience and their in-District experience. The combination of salary step and experience credit recognition never exceeds the maximum compensation of the degree column.

(4) Pursuant to previously described criteria affecting recognition of prior teaching experience (E)(1) above, effective July 1, 2002, for teachers in their first year of employment with the District (either initial employment or after severance of at least ninety (90) days in the previous contract year), initial Salary Schedule placement will recognize verified prior teaching experience up to five (5) years, i.e., placement up to step six (6) on the Salary Schedule in the appropriate educational column.

(5) Undergraduate courses qualify for horizontal advancement, but only if they are taken and approved after the individual has been contracted by the District.

(6) Returning Former Teachers:

(a) If a teacher resigns from the District and is re-employed within four (4) years, the teacher will be given full credit for in-District experience and full credit for out-of-district experience up to the limits of this policy (E) (2) above and commensurate with the teacher's educational attainment.

E. <u>Vertical Movement on the Salary Schedule</u>

1. Upon the teacher's completion of each successful year of teaching experience in the District, the District will grant one (1) step of vertical movement on the Salary Schedule. Vertical increases are not automatic, but are awarded on the basis of successful experience only for each school year as interpreted, evaluated, and administered by the Office of the Superintendent.

2. A teacher who was employed as defined in Policy 4135 (1)(A) will advance on the Salary Schedule one (1) vertical step provided the teacher meets the following conditions:

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

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

   c. worked an equivalent amount of time (360 hours) on a block or alternative schedule.

3. Paid leave, sick leave or general leave will be considered as time worked for the provisions of this policy. Unpaid leave will not count towards meeting the time

requirements outlined above.

4. Vertical movement on the Salary Schedule is contingent upon the teacher earning at least six (6) semester hours or equivalent every five (5) years. (Cross reference - Policy 4130, Professional Growth)

F. Horizontal Movement on Schedule

If a higher level of training is achieved, teachers must complete, sign, and submit a Professional Growth/Horizontal Advancement Completion Form to their Principals for submission to the Office of Human Resources. The day the forms and documentation are received in the Office of Human Resources will be the effective date for change following approval by the Board. A change in the horizontal status of a teacher shall be subject to correction only until June 30 of the school year in which the credits were submitted. (Cross reference - Policy 4130, Professional Growth)

G. Annual Salary

The annual salary will be computed by adding the daily per diem salary approved for each of the contract days on which the teacher is scheduled to work.

H. Pay Cycles

All teachers employed as of July 1, 2015, will be paid from August through July in twelve (12) monthly installments. This cycle shall remain consistent for the teacher's career in the District.

(2) All teachers entering the District in their first year shall be offered the option to have their annual salary divided over thirteen (13) months provided they work at least fifteen (15) contract days in the month of their first payment. At the end of the teacher's first year of employment, the teacher shall be paid from August through July.

With the exception of those teachers in their first year of employment in the District who choose the preceding option, all teachers will be paid the same annualized salary based on their Salary Schedule placement in twelve (12) monthly installments.

I. Full-Time Teacher/Short-Term Contract

If a teacher presently contracted in the District for more than ninety (90) days accepts a short-term teacher contract which includes responsibilities of planning, teaching, supervising, and evaluating, he/she will receive an extended contract as outlined in this policy, section (K).

Teachers Salary Schedule*

July 2018 through June 2019

Level of Education Training

Salary	BA	BA +15	BA +30	MA	MA +15	MA +30	MA +45	MA +60	MA +75
1	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	$40,745	$42,783	$44,820	$45,635	$47,673	$49,709	$51,747	$53,784	$54,599
2	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	$42,209	$44,319	$46,429	$47,274	$49,384	$51,494	$53,605	$55,714	$56,560
3	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	$43,848	$46,039	$48,232	$49,109	$51,301	$53,493	$55,686	$57,878	$58,755
4	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	$44,909	$47,156	$49,400	$50,298	$52,544	$54,790	$57,035	$59,279	$60,179
5	1.08	1.13	1.18	1.20	1.25	1.30	1.35	1.40	1.42
	$48,502	$50,748	$52,994	$53,891	$56,136	$58,383	$60,628	$62,872	63,771
6	1.16	1.21	1.26	1.28	1.33	1.38	1.43	1.48	1.50
	$52,094	$54,341	$56,586	$57,484	$59,729	$61,975	$64,221	$66,464	67,364
7	1.24	1.29	1.34	1.36	1.41	1.46	1.51	1.56	1.58
	$55,687	$57,933	$60,179	$61,076	$63,322	$65,568	$67,813	$70,060	$70,956
8	1.31	1.36	1.41	1.43	1.48	1.53	1.58	1.63	1.65
	$58,833	61,076	$63,322	$64,221	$66,464	$68,711	$70,956	$73,203	$74,100
9	1.38	1.43	1.48	1.50	1.55	1.60	1.65	1.70	1.72
	$61,975	$64,221	$66,464	$67,364	$69,610	$71,856	$74,100	$76,346	$77,244
10	1.42	1.49	1.54	1.56	1.61	1.66	1.71	1.76	1.78
	$63,771	$66,914	$69,161	$70,060	$72,303	$74,549	$76,795	$79,041	$79,939
11		1.53	1.60	1.62	1.67	1.72	1.77	1.82	1.84
		$68,711	$71,856	$72,753	$74,999	$77,244	$79,490	$81,735	$82,633
12			1.64	1.68	1.73	1.78	1.83	1.88	1.90
			$73,651	$75,448	$77,693	$79,939	$82,184	$84,429	$85,327
13				1.72	1.79	1.84	1.89	1.94	1.96
				$77,244	$80,388	$82,633	$84,879	$87,124	$88,022
14					1.83	1.90	1.95	2.00	2.02
					$82,184	$85,327	$87,574	$89,818	$90,718
15						1.94	1.99	2.04	2.06
						$87,124	$89,370	$91,614	$92,514
Maximum	$63,771	$68,711	$73,651	$77,244	$82,184	$87,124	$89,370	$91,614	$92,514

Rounded to the nearest dollar

* A regular contract for teachers will be 185 days. A regular contract for teachers in their first year of employment in the District will be 188 days. A regular contract for teachers in their second year of employment in the District will be 187 days. A regular contract for teachers in their third year of employment in the District will be 186 days. A teacher may, however, with Board approval, contract for more days than the regular contract.

Longevity Schedule

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

J. Extended Contracts

(1) When a licensed employee assumes an extended contractual responsibility for the District in an area of professional competence, the District will pay that teacher for services at a rate consistent with the current Teachers' Salary Schedule in the District computed at a daily rate. The job description and number of days will be agreed on prior to the commencement of the extended contract.

Payment will be computed utilizing the individual per diem for those days. However, it is understood that the contract applies to the completion of the job description, and is not limited to the specified days.

(2) Reimbursement for extension of contract may be made in reduced time requirements, as well as, or in addition to, other forms of financial consideration.

(3) Budget questions will be important in determining the number of extended contracts that can be offered, however:

(a) The quality of the program and the professional skill a person can bring to the situation should be the determining factor - not per diem rate.

(b) All persons interested in extended contracts are encouraged to apply.

(4) The services of the recognized employee negotiation agent must be solicited at times when agreement concerning compensation does not exist.

(5) Extended contracts which produce a teacher overload should be drawn only in emergency cases. The instructional program may be impaired by this practice. Thus, efforts will be made to employ other licensed personnel to meet an overload situation.

(6) Effective January 1990, specialists responsible for writing substitute lesson plans for off-track times in a four-track school, will be provided release time to write the plans. The release time will not be less than a half-day per week of lesson plans.

K. Compensation for Differentiated Roles

The Cherry Creek Board of Education believes:

- That differentiated staff is a necessary and beneficial way of bringing about desired program improvement.
- That differentiated staffing plans should continue to be developed and approved by

the staff of each individual building unit.

- That these plans should not:
  - Adversely affect the employment status of staff members.
  - Adversely affect the single salary schedule concept for those performing like tasks and responsibilities currently on such schedules.
  - Adversely affect program quality as determined by each building staff, jeopardize continued employment to all present competent staff members desiring to continue such employment.

The Board pledges its support to the above principles to the end that differentiated staffing will become as widely practiced as the staffs of individual building units believe it should be.

L. Responsibility Factor (RF) Pay

Responsibility pay may be paid in addition to any supplementary or extended contract; however, it must be paid for added responsibility as outlined in a performance contract enacted between the principal and the teacher. A written job description will serve as the basis for the performance contract, and remuneration will be based upon satisfactory performance.

A reduced teaching load may be considered full or partial remuneration for accepting additional responsibilities. In some cases, both a reduced teaching load and full responsibility factor pay are desirable.

The following responsibility pay scale has been agreed upon:

Position	Responsibility Factor
Team/Unit Leaders (90 or more students)	1.20 - 1.80
Team/Unit Leaders (less than 90 students)	.50 - 1.50
Curriculum Specialist	
New School Cadre	.40 - 1.20
Coordinator (6-12)	
Less than 12 teachers in department	.25 - 1.50
12 or more teachers in department	1.00 - 1.80

(The base will be $3,589 for the 2018-2019 school year for the purpose of determining the compensation for the above.)

M. Curriculum Development

Compensation for curriculum development during the 2018-2019 school year will be $185.00 per day.

N. Compensation for Teachers at Maximum

Since teaching as a career is recognized as a priority in the delivery of an outstanding educational program, and career teachers have much to offer in terms of expertise and experience, the following methods of compensation will be paid to teachers who have reached the maximum step in their column, on the teacher's Salary Schedule:

(1) Student Achievement Incentive Plan (SAIP)

(a) The intended goal of the SAIP program is to increase student achievement within the District. The implementation of the SAIP plan will directly impact student achievement and will be beyond the scope of a regular assignment. SAIP activities may occur anytime during the teacher's workday when the teacher is not involved in regular contract compensated instruction.

(b) The SAIP plan should include one or more of the following:

i. Involve students directly, or

ii. provide training of staff members, or

iii. focus programs on annual District and/or building or individual student achievement goals.

(c) A teacher or group of teachers may apply for the Student Achievement Incentive Program and receive compensation the contractual year after the teacher(s) attainment of the maximum step in column BA+30 or greater.

(d) Plans may be designed at the building level in conjunction with the principal, and be made available for teachers to utilize as their plan in supporting District and/or building student achievement goals. This section in no way should limit the type of plan a teacher and a principal (or designee) may reach agreement upon. Teachers are encouraged to develop and implement creative and innovative plans to meet these goals in (1)(B) above.

(e) Compensation will be based on the educational level of the teacher as listed in the SAIP Payment Schedule below.

(f) For a complete set of procedural guidelines refer to Administrative Procedure 4141.1

(g) The District and the Association shall jointly agree upon the forms which implement Student Achievement Incentive Plan (SAIP).

SAIP Payment Schedule

	BA+30	**MA**	**MA+15**	**MA+30**	**MA+45**	**MA+60**	**MA+75 OR DOCTORATE**
SY 2018-2019	$1,866	$2,408	$2,563	$2,719	$2,793	$2,866	$2,883

(2) Special Professional Growth Plan or the "105% plan"

The Special Professional Growth Plan is intended to provide teachers with a vehicle to continue to grow professionally and be compensated for that professional growth. It is not meant as maintenance of the status quo.

a. Eligibility

i. Teachers shall become eligible to participate in a Special Professional Growth Plan during the contractual year the teacher reaches the maximum step on the teacher Salary Schedule in column MA+30 or greater.

b. Plan Components

i. The plan must cover more than the minimum for State re-licensure (six semester hours).

ii. The plan can include professional growth in any or all of the six (6) areas listed in Policy 4130 section 5 "Activities for Horizontal Advancement."

iii. For a complete set of procedural requirements refer to Administrative Procedure 4141.3.

c. Plan Approval Process

i. Beginning with school year 2010 – 2011, a teacher may only submit a Special Professional Growth Plan for approval on or before the following dates:

a. On or before September 1st, or

b. on or before February 1st.

ii. The agreement on the plan must be reached between the principal (or designee) and the teacher before a teacher may begin work on the Special Professional Growth Plan.

iii. Once agreement is reached between the teacher and the principal (or designee) and Administrative Procedure 4141.3 has been completed it must be submitted to the Office of Human Resources.

d. Compensation

i. Teachers will be paid a new maximum salary and receive an additional five percent (5%) (105% of the maximum step) in column MA+30 or greater, as indicated on the teacher's Salary Schedule upon satisfactory completion of the Special Professional Growth Plan.

ii. The teacher's new maximum salary payment will begin immediately after completion of the plan. The new maximum salary of 105% will be based on the educational level of the teacher and the teacher's salary cell placement during the time payments are made for the Special Professional Growth Plan.

iii. Payment for the completion of the Special Professional Growth Plan, at the teacher's new maximum salary (salary cell plus five percent), shall be for three (3) years.

e. Submitting the completed plan

i. The principal (or designee) will review with the teacher the submitted Special Professional Growth Plan documentation. After completing the review, the principal (or designee) and the teacher will complete

Administrative Procedure 4141.3 that recommends to the Office Of Human Resources that the teacher receives payment as outlined above.

f. Re-application

i. In order to continue payments, a teacher must reapply for the Special Professional Growth Plan upon completion of a plan.

ii. Upon the completion of a Special Professional Growth Plan, a teacher may subsequently be paid and be working towards completion of another Special Professional Growth Plan, so that once begun, a 105% payment could be continuous.

g. The District and the Association shall jointly agree upon the forms, which implement the Special Professional Growth Plan (105% Plan).

(3) Maximum Salary Increase

i. Teachers whose base salary was the maximum salary shown on their respective columns of the Salary Schedule during the 2017-2018 school year shall receive a one-time only increase during the 2018-2019 school year equivalent to $1,166.00. The $1,166.00 will be paid in equal monthly amounts of $97.17.

ii. Those teachers receiving the Maximum Salary Increase shall receive additional compensation equal to two percent (2.0%) of their salary based on their placement on the Salary Schedule; this additional compensation will be paid in equal monthly amounts.

iii. Additionally, effective January 1, 2005, teachers who are on the twentieth step (or more) on the Cherry Creek Teachers Salary Schedule will receive an additional experience recognition payment of $174.00 per month ($2,088 annual total).

(4) Longevity Schedule

A teacher becomes eligible after being employed by the District as a full-time teacher for eighteen (18) years. Beginning in the nineteenth (19th) year of service, the teacher shall receive longevity pay according to the schedule shown on the bottom of the Salary Schedule. Any teacher who has completed the Experience and Longevity Plan will not be eligible for payments based on this longevity schedule.

O. Environmental Education Overnight Supervision

Teachers will be paid $100 per night to supervise students on environmental education overnight trips, which are part of the core curriculum.

P. Mentor Teachers

Effective with the 2001 – 2002 school year, a teacher appointed to serve as a mentor to an experienced teacher participating in the state-approved induction will be paid $500.00 provided the teacher has completed the District course on mentoring. Teachers who have not completed the District course on mentoring will be paid $350.00. These

payments will be made in June in a lump sum and will cover all additional responsibilities connected with the activity of a mentor.

Q. Travel Pay

Any classroom teachers who travel on a daily basis between two buildings that are not part of the same campus, and do not have a reduced teaching load, shall be compensated in the amount of an additional 6.25% of their per diem rate for all days on which they are assigned to teaching responsibilities at both sites.

This section shall not apply to itinerant teachers and other teachers (i.e., counselors, deans) who have greater flexibility in scheduling the times they meet students than do classroom teachers. It also does not apply to teachers who are assigned to two or more buildings but who work in those buildings on different days rather than on each day.

Such payment shall be in addition to the normal mileage rate paid by the District under Policy 4010.

R. Payment for National Board for Professional Teaching Standards (NBPTS) Certification

Effective July 1, 2001, any teacher who has achieved National Board for Professional Teaching Standards certification will receive an additional five percent (5%) of their salary (salary cell plus, if applicable, experience credit) upon submitting appropriate documentation (certificate or letter from the NBPTS Board) to the principal and the assistant superintendent of Human Resources. This payment shall continue so long as the teacher holds National Board for Professional Teaching Standards certification.

Teachers gaining this certification after July 1, 2016 will be paid ~~this~~ ***a*** one-time stipend of $1,000 during the semester of the school year in which proof of certification is submitted to the Office of Human Resources. The stipend will not apply to any subsequent certification renewal(s). For a complete set of procedural requirements refer to Administrative Procedure 4141.2.

(1) Change of status will be retroactive to the day the forms and documentation were received in the Office of Human Resources.

(2) The District and the Association shall jointly agree upon the forms which implement the payment for the National Board for Professional Teaching Standards certification.

S. Compensation for Additional Responsibilities

Effective July 1, 2006, each teacher shall receive an additional one-half percent (0.50%) of his or her salary based on placement on the Salary Schedule in recognition of additional responsibilities due to increased time, testing, etc. in meeting the educational needs of students.

T. Compensation for Substitution

Partial Days

(1) A teacher who is directed to substitute for any class period will be compensated at one-fifth (1/5) of the curriculum rate of pay, see policy 4141(N), per regular-

length class period at the secondary level (6-12) or equivalent at the elementary level.

(2) If two (2) or more teachers/mental health employees cover the class(es) of a colleague for whom there is no substitute, then each teacher/mental health employee shall be paid in accordance with (1) above, divided by the number of teachers/mental health employees who covered that class period or periods even if such coverage is concurrent with a regularly scheduled class of the substituting teacher.

(3) All teachers paid on the Salary Schedule regardless of assignment will be compensated for substituting according to the provisions of this section if they are reassigned from or in addition to the responsibilities of their regular assignment. This payment will be in addition to the teacher's per diem.

(4) Full-time teachers may split a short-term substituting assignment with administrator approval. Each teacher will be compensated at one-fifth of the short-term rate of pay per regular-length class period at the secondary level (6-12) or equivalent at the elementary level.

Full Day Substitution on Non-contracted Days

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

U. Additional Provisions

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

(2) If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

(4) Any additions, deletions, or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.

(5) Neither the recognized Association nor the Board can refuse to renegotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teacher's annual contract year.

(6) In the event of a reduction of school funds, the Board must, by law, adopt a Salary Schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations must be reactivated on economic matters

related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: April 26, 2018
Adopted: August 13, 2018
Effective: July 1, 2018

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

The parties have reached a three (3) year agreement commencing on July 1, 2017, and ending on June 30, 2020. 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 paid on the teacher salary schedule and who are eligible to do so, will receive normal vertical and horizontal movement on the salary schedule according to the provisions of Policy 4141-F and Policy 4141-G. In addition, there will be a percentage increase to all cells of the salary schedule equal to 3.3%. This percentage increase shall also be applied to the other "add-on" forms of compensation for those eligible included in Policy 4141 [i.e., curriculum pay, responsibility factor (RF) pay, student achievement incentive plan pay, and maximum salary increase].

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 who are paid on the teacher salary schedule and who are eligible to do so, will receive normal vertical and horizontal movement on the salary schedule according to the provisions of Policy 4141-F and Policy 4141-G and that there will be a percentage increase to all cells of the salary schedule (as well as the other "add-on" forms of compensation included in Policy 4141, referenced in paragraph 1 above) equal to the percentage change in the Per Pupil Revenue ("PPR") (as that term is defined in the 1994 School Finance Act, as annually amended, used to calculate the cost of living adjustment to salaries under Policy 4141) compared to the prior year's PPR. If the PPR percentage change is negative, the increase will be 0%. If the PPR percentage change is greater than the Denver-Boulder Consumer Price Index (CPI) percentage used by the legislature in its budget calculations, the increase will be the CPI percentage.

   In addition, the parties agree that during bargaining in the 2017-2018 school year for the 2018-2019 negotiated agreement, the following issues shall be subject to automatic reopening: compensation and benefits not related to the above (ex. supplemental pay, benefits); and language items identified during negotiations for the 2017-18 school-year; i.e., mental health status, evaluation language (T, SSP, N, MH), RIF, clarification on benefits contributions termination, clarification on matters of time (time during the day, planning time, time reductions, changes in start/end times), Career Technical Education (CTE) flexibility, innovation waivers, and administrator on teacher bullying prevention.

   Each party may also bring one additional non-financial item in 2017-2018 negotiations for the 2018-2019 negotiated agreement.

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 who are paid on the teacher salary schedule and who are eligible to do so, will receive normal vertical and horizontal movement on the salary schedule according to the provisions of Policy 4141-F and Policy 4141-G and that there will be a percentage increase to all cells of the salary schedule (as well as the other "add-on" forms of compensation included in Policy 4141, referenced in paragraph 1 above) equal to the percentage change in the Per Pupil Revenue ("PPR") compared to the prior year's PPR. If the PPR percentage change is negative, the increase will be 0%. If the PPR percentage change is greater than the Denver-Boulder Consumer Price Index (CPI) percentage used by the legislature in its budget calculations, the increase will be the CPI percentage.

   In addition, the parties agree that during bargaining 2018-2019 school year for the 2019-2020 negotiated agreement, compensation and benefits not related to the above (ex. supplemental pay, benefits) shall be subject to automatic reopening, and if they are not resolved during bargaining for the 2018-2019 school year, the following issues shall also be subject to automatic reopening: language items identified during negotiations for the 2017-18 school-year; i.e., mental health status, evaluation language (T, SSP, N, MH), RIF, clarification on benefits contributions termination, clarification on matters of time (time during the day, planning time, time reductions, changes in start/end times), Career Technical Education (CTE) flexibility, innovation waivers, and administrator on teacher bullying prevention. If either party brought an item to the prior year's bargaining that was not resolved, that item or both items will also be automatically reopened unless the party that initiated the item chooses not to re-open it.

   The parties also may bring one additional non-financial item.

4. For the 2018-2019 and 2019-2020 school years only, Policy 4135(4) – (9) on Initiating Negotiations, the Nature of Negotiations, Adopting Recommendations, Mediation, Conducting Mediation, and Fact Finding will be suspended relative to bargaining changes to the Negotiated Policies to the extent that a provision may be in conflict with the terms of this memorandum except under one or more of the following circumstances:

   a. As necessary with respect to those issues to be bargained pursuant to sections 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 1st of either 2018 and/or 2019, on specific items. Neither party shall be required to enter into negotiations without consent on non-financial items not otherwise identified in this memorandum.

   c. In the event that the year-over-year percentage change in PPR used to calculate the cost of living adjustment to salaries under Policy 4141 in the 2018-2019 the_2019-2020 school years or both is less than zero percent (0%) or greater than CPI, 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 salary schedule 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 per Policy 4135-6-D which states: "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." Therefore, in the event of any such reduction, the parties agree that negotiations must be reactivated on economic matters related to teachers' salaries and fringe benefits and any policy concerning economic items that have been adopted will have to be modified commensurate with the funds available if the District notifies the Association of its desire to re-open negotiations and said policies.

Adopted: May 22, 2017
Effective: July 1, 2017

2014-2015 Add-On Pay, *Memorandum of Understanding*

The District and the Association share an interest in settling the 2014-2015 Add-On Pay Grievance. This Memorandum of Understanding resolves the dispute among the parties. It is agreed that:

1. The District will pay 2.8% increase in Supplemental Pay retroactively for the 2014-2015 school year to qualifying teachers in accordance with Policy 4142.
2. The District will pay the $5 increase in Curriculum Pay retroactively for the 2014-2015 school year to qualifying teachers in accordance with Policy 4141(2)(N).
3. The District will pay a 2.8% increase for Maximum Salary retroactively for the 2014-2015 school year to qualifying teachers in accordance with Policy 4141(2)(O)(3).
4. The District will pay the $5 increase in In House Sub Rate retroactively for the 2014-2015 school year to qualifying teachers in accordance with Policy 4141(2)(U).
5. The District will pay qualifying Reading Interventionists owed Substitute Pay retroactively for the 2014-2015 school year in accordance with Policy 4141(2)(U)(3).

The District has already paid a 2.8% increase in Responsibility Factor Pay for the 2015-2016 school year. The District has already paid a 2.8% increase in Short Term Substitute Pay for the 2014-2015 school year.

The District will pay effected teaching personnel as soon as practicable.

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

Student Achievement Incentive Plan (SAIP), *Administrative Procedure 4141.1/4870.1*
for Teachers and Mental Health Employees at Maximum

Employee's Name (Please Print)	Location/Work Site

Employee's Signature	Current Salary Code	Date

Statement of Intent:

The intended goal of the SAIP program is to increase student achievement within the District. An employee's SAIP plans may include one or more of the following to meet the goal of the SAIP program:

- involve students directly,
- provide training of staff members, or
- focus programs on annual District and/ or Building or individual student achievement goals.

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

1) Eligibility for the SAIP Program

1. An employee or group of employees paid on the teacher salary schedule may apply for the student achievement incentive program and receive compensation the contractual year following attainment of the maximum step in column BA+30 or greater.
2. No teacher involved in the remediation process (as outlined in Policy 4170), on August 30 for year-round calendars or September 15 for a single-track (e.g. traditional and transitional) calendar, will be eligible to participate in the SAIP Program for that school year.
3. A teacher must reapply each year for this student achievement incentive compensation.

2) Procedural Guidelines For SAIP Program

i. Each student achievement plan will be developed through mutual discussions between the principal (or designee) and the teacher and finalized by mutual agreement.

ii. Teachers are encouraged to develop and implement creative and innovative plans to meet goals of the SAIP program to improve student achievement.

iii. The plan will include criteria for assessment of its completion. Based on those criteria, a final assessment will be completed by the teacher and presented to the principal (or designee).

iv. The deadline for submitting the SAIP application to the principal, or designee, will be August 30 for teachers in schools on a year-round calendar or September 15 for teachers on a single-track (i.e. traditional and transitional) calendar.

3) <u>SAIP Plan approval/appeals process</u>

A) Within thirty (30) calendar days of the teacher submitting their SAIP application, the teacher and principal (or designee) will meet, discuss and seek to mutually agree on the teacher's plan.

i. The above timeline maybe extended by mutual agreement.

ii. If mutual agreement about the plan cannot be reached after additional attempts at resolution, either party may appeal in writing to the principal's supervisor.

iii. Within five (5) days after the parties were unable to reach mutual agreement, the teacher and the principal (or designee) will state in writing the reasons for their disagreement and submit the documentation to the principal's supervisor.

iv. The principal's supervisor shall render a written decision within fifteen (15) days. A copy of the written decision will to be given to both parties.

a. For any plan proceeding through the appeals process the deadline for the submission will be extended.

b. When the principal and teacher have agreed to a student achievement incentive plan, a copy of the plan will be submitted to the Office of Human Resources and to the Association by the principal and teacher respectively.

B) The plan may be revised during the school year by mutual agreement. A teacher will be ensured the right to withdraw the student achievement incentive application during the year if desired.

4) <u>SAIP Plan Compensation</u>

i. The teacher will be compensated at the educational level at the time of application in accordance with Policy 4141 (P) (1).

ii. The teacher will receive a one-time lump sum payment for completing the SAIP plan in their June paycheck.

5) <u>Submitting the completed plan</u>

i. On or before June 1, the teacher will complete and submit to the principal (or designee) a final evaluation of their SAIP plan.

ii. The principal (or designee) will review the submitted summary and plan documentation. After completing the review, the principal (or designee) will recommend to the Office of Human Resources that the teacher receive payment as outlined above if the plan was completed.

Approved by Superintendent, Mary F. Chesley, July 1, 2009

Notification for National Board Certification Payment, *Administrative Procedure 4141.2*

Any teacher holding National Board for Professional Teaching Standards certification will receive an additional five percent (5%) of their salary (salary cell plus, if applicable, experience credit) for the length of time they hold the National Board for Professional Teaching Standards certificate.

_____ _____

Teacher's Name (Please Print) Employee ID No. Location

_____ _____

Teacher's Signature Date

National Board for Professional Teaching Standards certificate number: _____

Issue Date: _____ Expiration Date: _____

_____ _____

Principal's Signature Date

Attached is a photocopy of the National Board for Professional Teaching Standards certificate as required documentation for payment as outlined in Policy 4141 (2) (T). After reviewing the documentation the principal (or designee) will recommend to the Office of Human Resources that the teacher receive payment as outlined above. The principal (or designee) signature indicates documentation meets the guidelines under Policy 4141 (2) (T).

Approved by Superintendent, Mary F. Chesley, July 1, 2009

To: Office of Human Resources, Post-Employment

From: _____ (name of teacher and location)

Date: _____

Special Professional Growth Plan – 105% Payment, *Administrative Procedure 4141.3 and 4870.3*

This purpose of this communication is to serve as 1) notification that my principal and I have reached agreement to initiate a 105% plan, AND 2) notification that my special plan has been completed. I am eligible to initiate this plan and meet the criteria specified in Policy 4141 and Policy 4870, including having obtained the salary level of MA+30 and Step 15. This memorandum must be sent to the Office of Human Resources upon initiation of the plan and also upon completion of the plan.

Step 1: Initiation of a Special Plan – 105%

Per Policy 4141 (O)(2) and Policy 4870 (F)(2), the special plan is meant as an incentive to grow; it is not intended to maintain the status quo. The plan must cover more than the minimum for State recertification (six semester hours) and will be completed over three years. The plan will be maintained at the building and both parties agree to meet yearly regarding the progress of the plan. The following signatures indicate that agreement has been reached between the teacher and principal to begin a 105% plan. The plan began on _____ (month/day/year) and will be completed in three years on _____ (month/day/year).

Teacher's Signature: _____ Date: _____
Principal's Signature: _____ Date: _____

IMPORTANT: A copy of this memo must be sent to the Office of Human Resources at the time the plan was initiated and copies must be maintained by the teacher and principal.

Step 2: Progress Updates – Year One and Year Two

Annually, the teacher will initiate a meeting with the principal to discuss the progress of the plan. We agree that a progress meeting was held on:

Year One:	_____	_____	_____
	(Month/Day/Year)	Teacher Initial	Principal Initial
Year Two:	_____	_____	_____
	(Month/Day/Year)	Teacher Initial	Principal Initial

Step 3: Completion of the Plan

At the conclusion of the plan, the teacher will initiate a meeting with the principal to submit data to show completion of the plan. This should include the plan, all transcripts, papers, documentation, etc. We agree that a 105% plan has been completed effective _____ (month/day/year).

Teacher's Signature: _____ Date: _____
Principal's Signature: _____ Date: _____

IMPORTANT: A copy of this memorandum must be sent to the Office of Human Resources at the time the plan is completed along with the final evaluation and/or transcripts. Upon approval by the Assistant Superintendent of Human Resources, the teacher will receive compensation. Copies must be maintained by the teacher and principal. In the event the teacher would like to initiate another plan, a new plan must be developed and forwarded to the Office of Human Resources.

Special Professional Growth Plan – 105% Plan

Statement of Intent

The intended goal of this plan is to serve as an incentive for the teacher to grow. It is not meant as maintenance of the status quo.

Requirements:

- The Special Plan must cover more than the minimum for state recertification (six semester hours).
- The Special Plan is for three years in duration.
- The Special Plan can include professional growth in any or all of the areas listed in Policy 4130 or Policy 4880 which include: 1) College/University Course Work; 2) District Approved Activities; 3) Travel; 4) Professional Development; 5) Work-Experience Programs; 6) Supervision of a Student Teacher, Intern, Resident Teacher, or Beginning Teacher.
- College/University Credit, which is accepted for the Special Plan, will apply only to vertical movement on the schedule and may not be used for horizontal advancement.
- The teacher and principal must reach agreement to the plan and conduct an annual meeting regarding the progress of the plan.
- The teacher must submit data to the principal to show completion.

Initiation and Documentation of the 105% Plan

GOAL(S) List one or more growth goals	**ACTIVITIES** List activities supporting the goal from Policy 4130 or Policy 4880, as mentioned above.	**ESTIMATED COMPLETION DATE**	**PROPOSED EVIDENCE/ DATA**

Teacher's Signature: _____ Date: _____
Principal's Signature: _____ Date: _____

IMPORTANT: A copy of this memorandum must be sent to the Office of Human Resources at the time the plan is completed along with the final evaluation and/or transcripts. Upon approval by the Assistant Superintendent of Human Resources, the teacher will receive compensation. Copies must be maintained by the teacher and principal. In the event the teacher would like to initiate another plan, a new plan must be developed and forwarded to the Office of Human Resources.

Career & Technical Education Teachers, *Policy 4141.4*

1. New Hires

   Effective July 1, 2009, teachers hired to teach Career & Technical Education courses, or to teach in a department which teaches Career & Technical Education courses, must have a Career & Technical Education Endorsement and a general teacher license or CTE Authorization.

   The Career & Technical Education Endorsement must be kept current and valid for the teacher to maintain his/her teaching position in the District. In addition, all teachers hired with a CTE Authorization will be required to move from an initial CTE Authorization to a CTE Professional Authorization within three (3) years of hire.

2. Initial Salary Placement - Work Experience Credit

   A. For the purposes of this policy, work experience is defined as the paid occupational experience in the area that the CTE Authorization is being applied. Specific requirement for hours are dependent on the CTE Pathway selected.

      CTE Authorization applicants with less than a Bachelor's degree are required to document four thousand (4,000) hours of work experience in the dependent CTE pathway and the work experience must align with the dependent CTE pathway.

      Career & Technical Education Authorization with less than a Bachelor's Degree:

      a. Beginning with the 2012 – 2013 SY, teachers hired with a CTE Authorization who do not have a Bachelor's Degree will be placed on the teacher salary schedule.

      b. No experience credit will be allowed for the first four thousand (4,000) hours of work experience that is required for the Career & Technical Education Endorsement.

      c. Effective July 1, 2009, the Human Resources Department will recognize verified previous work experience and the CTE teacher will advance one (1) vertical step on the salary schedule for each year of recognized work experience, up to a maximum of five (5) steps, provided the following conditions are met:

         i. The CTE teacher must have worked as full time employee in a paid position aligned with their dependent CTE pathway, and

         ii. the CTE teacher must have worked at least one thousand two hundred fifty (1,250) hours per year.

      d. A CTE teacher without a Bachelor's Degree will not be able to move horizontally on the salary schedule.

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

   B. Career & Technical Education Authorization with at least a Bachelor's Degree:

CTE Authorization applicants with at least a Bachelor's degree are required to document two thousand (2,000) hours of work experience in the dependent CTE pathway.

a. The Human Resources Department will recognize verified previous work experience and the CTE teacher will advance one (1) vertical step on the salary schedule for each year of recognized work experience, up to a maximum of five (5) steps, provided the following conditions are met:

i. The CTE teacher's work experience is beyond the initial two thousand (2,000) hours of work experience that is required for the Career & Technical Education Endorsement, and

ii. The CTE teacher must have worked as full-time employee in a paid position aligned with their dependent CTE pathway, and

iii. The CTE teacher must have worked at least one thousand two hundred fifty (1,250) hours per year.

C. Initial or Professional Career & Technical Education Endorsement with a general teacher license:

The Human Resources Department will recognize verified previous work experience and the CTE teacher will advance one (1) vertical step on the salary schedule for each year of recognized work experience, up to a maximum of five (5) steps, provided the conditions as outlined in section (2)(B) above are met.

D. Work Experience After Initial Placement with a BA

Horizontal and vertical advancement on the salary schedule for approved work experience which upgrades skills and competencies will be in accordance with the Professional Growth Policy 4130, Area No. 5(E), "Outside Work Experience."

3. Compensation for Maintaining Licensure

A. A reduced teaching load may be considered full or partial remuneration for maintaining the Career & Technical Education endorsement.

B. Responsibility pay may also be considered full or partial remuneration for maintaining the Career & Technical Education endorsement.

4. Maintenance of Standards

Any CTE teacher hired before July 1, 2012 will not be reduced in compensation as a result of the changes to Policy 4141.4 starting July 1, 2012.

Revised: May 2, 2012
Adopted: August 13, 2012
Effective: July 1, 2012

Four-Track Teachers Substituting in their Same Position, *Memorandum of Understanding* (Policy 4141)

For the school year 2015 – 2016, a full-time, four-track teacher may substitute for their position

during their non-contract time for curriculum pay with administrator approval provided the following three conditions are met:

a) The teacher would not need to attend meetings nor be assigned the duties they would perform during their contract time while they are substituting.

b) The teacher would be provided release time to write lesson plans for their off-track substitute assignment. The release time will not be less than a half-day per week of lesson plans (per policy).

c) If substituting in the position for more than 10 consecutive days, the teacher will be paid at the short-term substituting rate from the first day of the assignment.

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

Professional Growth, *Policy 4130*

Teachers will be encouraged to seek opportunities for the development of professional competence and meet District and individual school goals. It will be the responsibility of the Superintendent of Schools or designee to develop cooperatively a program of professional growth opportunities with teachers of the District. The Board of Education will approve the necessary expenditures, within the provisions of the budget, for making the approved professional growth program available to District employees.

Each teacher will maintain and participate in a personal program of pre-approved professional growth activities. The teacher's professional growth plan will be planned with the principal or designee, and will include a schedule of the professional development activities that the teacher expects to complete during the next succeeding professional growth period.

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

1. Activities Criteria

The following criteria will be used by teachers and their supervisor(s) for the development and approval of written professional growth plans and activities. In order for an activity to carry professional growth credit, it must meet the following criteria:

A. All activities must be consistent with the teacher's Professional Growth Plan, and

B. All professional growth activities must be consistent with section five (5) of this policy, Activities for Horizontal Advancement Credit, below.

2. Procedures for Seeking Approval of Professional Growth Credits

A. Each teacher and supervisor(s) will develop cooperatively a professional growth plan for the teacher by the end of the first full year of employment. This is a general plan outlining the nature of professional growth activities in which the teacher plans to engage during this period of time. An amendment of this plan may be filed with the supervisor at any time. Approval of specified professional growth activities will be given only if they are consistent with the adopted plan.

B. The duration of each teacher's plan will correspond with the effective/expiration dates of the teacher's license.

C. A plan will be considered approved when both the teacher and supervisor agree on the plan. In the event of persistent disagreement, an appeal may be made to the Professional Growth Appeals Committee within thirty (30) calendar days of denial of the proposed plan.

D. Teachers will work closely with the immediate supervisor(s) in reviewing the professional growth plan as a part of the regular evaluation process (Policy 4170).

E. A teacher will fill out the professional growth completion forms (Administrative Procedure 4130.4), attach pertinent documentation and submit them to the appropriate supervisor(s) for approval.

1. A college or university notification of course completion will serve as verification; however, no change of status will be approved by the Board of Education until a copy of the transcripts for college-university course work appropriate with the approved professional growth plan, or appropriate documentation for other activities, are received by the Office of Human Resources. Original copies of the documentation above may be requested by the District; therefore, the teacher should keep the original documents.

2. Change of status will be retroactive to the day the forms and documentation were received in the Office of Human Resources.

3. Completed activities will be promptly approved or disapproved by the supervisor and will be forwarded to the Office of Human Resources.

F. A teacher will submit the Request for Horizontal Advancement, Administrative Procedure 4130.4, via the District website. An overview of the process is to include appropriate contacts located at:

https://backyard.cherrycreekschools.org/Departments/HumanResources/Pages/Horizontal-Advancement.aspx

1. Copies of transcripts and any other supporting documents associated with the request for horizontal advancement should be submitted to the Office of Human Resources via e-mail. Hard copies may also be submitted, though this is not preferred. Original copies may be requested by the District, so such originals should be maintained by the teacher.

G. Disapproval will be accompanied by a statement indicating the reason(s) for disapproval, at which time the teacher may choose to appeal the decision to the Professional Growth Appeals Committee within thirty (30) calendar days.

H. Each teacher is required to secure approval from the supervisor in advance regarding individual changes in specific current professional growth activities. Deviations from the plan will not be cause for automatic disapproval of credits.

3. Professional Growth Appeals Committee

A. A Professional Growth Appeals Committee is established to consider appeals initiated by any teacher under the terms of this policy.

B. The Professional Growth Appeals Committee recommendations are sent to the Board, through the Superintendent for final approval or disposition.

C. The Professional Growth Appeals Committee will be composed of two (2) teachers appointed by the President of the Association and two (2) administrators appointed by the Superintendent.

D. Any application on which the Association and the Superintendent's representatives cannot agree, will go directly to the Board of Education for action.

E. The Professional Growth Appeals Committee will convene as necessary and hold sessions until all previously referred applications have been given proper disposition.

4. Horizontal Advancement

For horizontal advancement credit, at least one-half of the fifteen (15) semester hours required to advance to the next column on the salary schedule must be college/university credit and/or district-approved activities as described in section five (5) below.

5. Activities for Horizontal Advancement Credit

A. College/University Course Work

Both graduate and undergraduate courses must be consistent with the teacher's approved Professional Growth Plan.

Activity	Rules	Cherry Creek Horizontal Advancement Credit
College/ University Course Work	The college or university credit must be from a Colorado Department of Education accepted institution of higher education that is recognized by one of the following regional associations: Western Association of Schools and Colleges, Northwest Association of Schools, Colleges and Universities, North Central Association of Colleges and Schools, New England Association of Schools and Colleges, Southern Association of Colleges and Schools, or Middle States Association of Colleges and Schools. Prior approval by the Assistant Superintendent of Human Resources is required before college or university credit will be accepted from an international institution of higher education. The teacher will be notified within five (5) working days as to the outcome of the request for approval.	As awarded by the institution.

B. District Approved Activities

All District approved activities must be consistent with the teacher's approved Professional Growth Plan.

Activity	Rules	Cherry Creek Horizontal Advancement Credit
Workshops and in-services	School-wide workshops and/or in-services must be sponsored or approved by the Office of Staff Development. District-wide workshops and/or in-services must be sponsored or approved by the Office of Staff Development. Staff completing all the requirements of the Professional Learning Teams or the Professional Learning Communities shall receive in-service credit as determined by the Office Of Staff Development. Staff will be eligible for up to two (2) semester hours of credit per school year for PLT/PLC work. Additional PLT/PLC work in a school year shall be eligible for recertification credit only. Workshops and in-services meeting the above requirements that take place during the workday, in whole or part, shall nevertheless be eligible for credit.	As determined by the Office of Staff Development, one (1) semester hour credit for each fifteen (15) hours of instruction and/or participation and approximately an equal time in outside work.

C. Travel

1. Teachers must complete the Proposal for Educational Travel to be approved by the Office of Staff Development in advance.

2. A follow-up report must be submitted to the Office of Staff Development within thirty (30) days of completion of the travel experience.

Activity	Rules	Cherry Creek Horizontal Advancement Credit
Travel	Travel must satisfy all of the following criteria: a) Extends the person and his/her cultural understanding. b) Provides for visitation of educational programs or other activities which encourage or	One (1) semester hour for each week of approved travel activity or major fraction thereof.

	stimulate ideas for improvement of our educational program. c) Demonstrates direct teaching assignment or assignment or grade level application. d) Encompasses no less than one (1) week.	A maximum of three (3) semester hours for each column of horizontal advancement may be earned.

D. Professional Development

1. Teachers must complete a Proposal for Professional Development Experience Form to be approved by the Office of Staff Development in advance.

2. A follow-up report must be submitted to the Office of Staff Development within thirty (30) days of completion of the activity.

Activity	**Rules**	**Cherry Creek Horizontal Advancement Credit**
Professional Development	Professional development activities must satisfy all of the following criteria: a) Provides for an individual experience or activity that has as its goal the improvement of instruction. b) Demonstrates direct teaching assignment or grade level application.	A maximum of five (5) semester hours for each column of horizontal advancement may be earned.

E. Work-Experience Programs

1. No less than six (6) consecutive months nor more than twelve (12) consecutive months of full-time employment are required.

2. Teachers must complete a Proposal to Pursue a Work-Experience form to be submitted to the Office of Staff Development for approval in advance.

3. A follow-up report must be submitted to the Office of Staff Development within thirty (30) days of completion of the experience.

Activity	**Rules**	**Cherry Creek Horizontal Advancement Credit**
Work-experience programs	Outside work experience must satisfy all of the following criteria: a) Involvement is clearly beyond the teacher's present level of knowledge and skills.	To be planned and approved in advance by the principal and the Office of Staff Development.

	b) Involvement is related to the teacher's principle contract area or other assignments and responsibilities.	A maximum of four (4) semester hours for each column of horizontal advancement may be earned.

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

Activity	Rules	Cherry Creek Horizontal Advancement Credit
Supervision of a Student Teacher, Intern, Resident Teacher or Beginning Teacher	Supervision of a Student Teacher, Intern, Resident Teacher, or Beginning Teacher must satisfy all of the following criteria: a) Assignment is jointly agreed to by the teacher and principal. b) Includes written goals and objectives for both participants, regularly scheduled conferences, and a minimum of two (2) formative evaluation reports prior to final written evaluation. c) The supervising teacher has taken a course or workshop in supervision. A course that meets the requirement will be available in the district on a regular basis. d) The supervision experience must involve a minimum of eight (8) weeks of full-time supervision or an equivalent amount of time. e) For every individual supervised, a maximum of one (1) semester hour of credit may be earned.	A maximum of two (2) semester hours of credit for each column of horizontal advancement may be earned. The designated official or the sponsoring institution and the principal or supervisor will verify that supervision was successfully completed.

6. Additional Provisions

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

B. If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

D. Any additions, deletions, or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board of Education.

E. Neither the recognized Association nor the Board of Education can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

F. In the event of a reduction of school funds, the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations will be reactivated on economic matters related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: May 22, 2017
Adopted: June 12, 2017
Effective: July 1, 2017

Professional Growth, *Administrative Procedure 4130.1*

Professional growth development as defined by the teacher's Professional Growth Plan, and horizontal advancement on the salary schedule are addressed in this procedure.

Development of Professional Growth Plan

A. During the first year of employment with the Cherry Creek School District, a teacher will file a Professional Growth Plan with the appropriate supervisor. The plan will expire with the teacher's current license. Thereafter, the Professional Growth Plan will correspond with the effective/expiration dates of the teacher's license.

B. All teachers need to secure written prior approval of the Professional Growth Plan from their principal or appropriate central office supervisor.

C. The original Professional Growth Plan and all subsequent revisions will be retained by the teacher, with a copy provided to the building principal.

D. Revisions to the Professional Growth Plan can be made at any time. Teachers must secure written prior approval of the revised plan from appropriate supervisor(s). Refer to 4130.3 for proper forms.

1. Review of Specific Intention to Fulfill Current Professional Growth Activity

The Professional Growth Plan will be reviewed during the teacher's evaluation/remediation process.

2. Documentation of Completion of Professional Growth Activity for Horizontal Advancement

A. The teacher must obtain and complete the Professional Growth/Horizontal Advancement Activity Completion Form, 4130.4 (goldenrod). Forms are available from the school offices or the Office of Human Resources.

B. The teacher must submit form 4130.4, the Professional Growth/Horizontal Advancement Activity Completion Form (goldenrod) with pertinent documentation of completion of Professional Growth activities to the supervisor for approval.

C. The teacher will then submit the Professional Growth/Horizontal Advancement Activity Completion Form, 4130.4 (goldenrod) together with pertinent documentation to the Office of Human Resources.

Please Note: Each teacher is ultimately responsible for obtaining and maintaining a valid Colorado teacher license.

3. <u>Steps Toward Horizontal Advancement on the Salary Schedule</u>

A. The teacher will be eligible for horizontal advancement on the salary schedule when the teacher has completed 15 hours of course work consistent with the approved Professional Growth Plan and pertinent documentation supporting the application is received by the Office of Human Resources. A college or university notification of course completion will serve as verification; however, no change of status will be approved by the Board of Education until the official transcripts for college/university course work, or appropriate documentation for other activities, are received by the Office of Human Resources.

Change of status will be retroactive to the day the forms and documentation are received in the Office of Human Resources.

B. Horizontal advancement on the salary schedule requires 15 semester hours of credit, half of which must be college/university course work and/or district-approved activities as listed in 4130 (5).

Approved by Superintendent, Robert D. Tschirki, September 8, 1997.

Revised by Superintendent, Mary F. Chesley, July 1, 2009.

Professional Growth Plan, *Administrative Procedure 4130.2*

Original Plan

_____
(month/day/year) Expiration Date
of my Colorado license

NAME: _____
Last First Middle

SCHOOL: _____

GRADE LEVEL/SUBJECT: _____

In order for an activity to carry professional growth credit, all activities must be consistent with this teacher's professional growth plan, and it must meet the following:

> For horizontal advancement credit, at least one-half of the 15 semester hours required to advance to the next column on the salary schedule must be college/university credit and/or district-approved activities.

See Policy 4130/4880 Section 5 and Procedure 4130.1 or 4880.1 for specific details of approved Professional Growth activities.

PLAN: _____

_____

_____

_____

If you require additional space, please attach separate sheet(s).

DATE: _____

_____ _____
Signature of Teacher Signature of Supervisor(s)

Approved by Superintendent, Robert D. Tschirki, September 8, 1997

Revised by Superintendent, Mary F. Chesley, July 1, 2009

Professional Growth - Revised Plan, *Administrative Procedure 4130.3*

_____
(month/day/year) Expiration Date
of my Colorado License

NAME: _____
Last First Middle

SCHOOL: _____

GRADE LEVEL/SUBJECT: _____

For an activity to carry professional growth credit, it must be consistent with this teacher's Professional Growth Plan, and it must meet the following:

> For horizontal advancement credit, at least one-half of the 15 semester hours required to advance to the next column on the salary schedule must be college/university credit and/or district-approved activities.

See Policy 4130/4880 Section 5 and Procedure 4130.1 or 4880.1 for specific details of approved Professional Growth activities.

REVISION: _____

_____

_____ _____
Signature of Teacher Signature of Supervisor(s) Date

REVISION: _____

_____

_____ _____
Signature of Teacher Signature of Supervisor(s) Date

Approved by Superintendent, Robert D. Tschirki, September 8, 1997

Revised by Superintendent, Mary F. Chesley, July 1, 2009

REQUEST FOR HORIZONTAL ADVANCEMENT

NAME: _____ **SCHOOL:** _____ **SSN:** _____

LEVEL OF HORIZONTAL ADVANCEMENT: Present Level _____ Requested Level _____

DESCRIPTION OF PROFESSIONAL GROWTH ACTIVITIES

Activity Type	Descriptors	Max Per Column	Activity Type	Descriptors	Max Per Column	Credit Conversion
A	University/College Credit	15	D	Professional Development	5	1 Qtr Hr = 2/3 Sem Hr
B	District Approved Activities(Workshops/ In-services)	15	E	Work Experience Program	4	(Qtr Hr x 0.66 = Sem Hr)
C	Educational Travel	3	F	Supervision: Student Teacher/Resident Intern/Beginning Teacher	2	** All credits must be converted into semester hours.*

	Date	Activity Type	College/University Name Or Activity Description	Course/Activity Title	Course Number	# of Sem Hrs
Example)	MM/DD/YY					

Attached is a copy of the Professional Growth Plan and all official transcripts/documentation.
Signature indicates all coursework meets guidelines under Policy 4130/4880 and is consistent with policy and related procedures.

Employee Signature _____ **Date** _____ **Principal Signature** _____ **Date** _____

OFFICIAL NOTICE: DISPOSITION OF HORIZONTAL ADVANCEMENT REQUEST

☐ Approved Effective Date of Horizontal Advancement: _____ HR Specialist Initial: _____

☐ Denied Reason Denied: _____

Forward Copies: **White**: Personnel File **Yellow**: Office of Human Resources **Pink**: Employee *Please do NOT separate this form when sending to HR.* You will receive your copy once processed.

Supplementary Pay, *Policy 4142*

1. Supplementary Pay

On certification by the Principal of the person's qualifications and assignments, and with the approval of the Assistant Superintendent of Human Resources, supplementary pay for extra duties and responsibilities may be allowed in accordance with the schedule approved by the Board provided:

A. Such duties and responsibilities for a full-time teacher are in addition to the teaching assignment for which normal preparation and performance are expected. Supplementary pay will apply only to those situations which clearly demand an additional amount of student contact time and responsibility outside the regular teaching assignment.

B. Individuals requesting a new supplemental pay assignment must complete, in detail, the appropriate application form. At the secondary schools, this form is submitted to the building level Activity or Athletic Coordinator for action. At the elementary school, the form is submitted directly to the building Principal for action. The teacher always has the opportunity to discuss any program concern with other appropriate administrators. The building-approved request is then sent to the Activities/Athletics Advisory Committee (AAA Committee) through the appropriate District office for final action.

C. That if any portion of a teacher's supplemental duties coincides with the teaching assignment, a performance agreement between that teacher and the Principal(s) involved will be developed to clearly specify duties, time commitments, evaluation standards and obligations to the regular teaching assignment.

D. Initial placement on this schedule may not exceed the fourth (4th) step.

E. Experience under one supplemental pay position does not automatically transfer to another reassignment, but such experience may be evaluated for awarding reasonable and appropriate increment credit.

F. Those activities sanctioned or not sanctioned by the Colorado High School Activities Association (CHSAA) may be assumed and directed by qualified personnel who do not have a full teaching assignment. Efforts to hire certified and qualified personnel within the District must prevail. The District, after exhausting all attempts to secure a qualified district staff member, may seek an exemption from this guideline for a period not to exceed one year at a time. This provision is consistent with CHSAA Bylaws and the Colorado Department of Education.

G. Due to the time requirements involved in both the teaching assignments and supervision of supplemental activity, a person may hold a maximum of four (4) assignments during one school year of which not more than three (3) may be from category #1 through #6.

   1. Exceptions to the limitation above, regarding the maximum number of assignments an individual may hold, may be appealed directly to the AAA Committee provided the building Principal or designee feels that it is necessary to meet the building's individual needs.

2. The building Principal or designee must submit the request for the waiver at least one (1) month before the start of the activity.

3. Applications for such exceptions must be approved through the AAA Committee in advance at their regularly scheduled meetings.

2. **Supplementary Pay Ratio Schedule**

The supplementary allowance for approved extra duties and responsibilities is established by multiplying the approved factor for a particular category by the established supplemental pay base. This amount becomes Step 1 and is equal to the ratio base of 1.00 for this particular category. Steps 2 through 10 are established as ratios of Step 1 by the following ratio schedule:

Step 2 – 1.05	Step 5 – 1.20	Step 8 – 1.35
Step 3 – 1.08	Step 6 – 1.25	Step 9 – 1.40
Step 4 – 1.15	Step 7 – 1.30	Step 10 – 1.45

3. Activities/Athletics Advisory Committee

A. An Activities/Athletics Advisory Committee has been established in the District, the purpose of which is:

1. To review newly proposed (building approved) job descriptions. Those job descriptions receiving the Committee's recommended approval will be forwarded to the Board of Education for action.

2. To consider for acceptance proposed new job descriptions for existing job titles after the proposed activity has been in operation a minimum of one semester (supplemental pay will not be retroactive).

3. To submit to the Board of Education for appropriate action any job title the committee approves with a category assignment and to recommend any change in classification of existing job titles with their category assignments.

4. To examine the supplemental pay categories, pay factors and wording, and make appropriate recommendations.

B. The AAA Committee will consist of five representatives appointed by the negotiating unit (three secondary, at least one of whom must be middle school and one high school, and two elementary) and four representatives appointed by the Superintendent. The Director or designee will be a nonvoting advisory member of the Committee.

C. The Director or designee will convene the AAA Committee by September 30th of each school year.

D. For any new activity, a job description including length of activity, type of activity, number of students involved, hours per week outside the teaching day, performance tasks, and objectives must exist or be submitted by the individual being considered for supplemental pay. It must be received in the appropriate District office by October 15 to be considered for payment for the first semester or by February 15 for the second semester.

E. Payments will be made in accordance with Administrative Procedure 4142.1. Payments will be made in equal monthly installments during the course of the activity with the final installment paid in the final month pending fulfillment of the entire activity as required by the performance contract. (For payment schedule refer to Administrative Procedure 4142.1.)

F. Requests for payment of supplemental positions submitted from the building level to the Office of Human Resources must be received in the office by the first day of the month for payment to be received on the twentieth of any given month.

NOTE: Nothing in this section may be interpreted to mean that an activity must exist or be paid at the maximum sum indicated. Job titles may be added to existing categories when recommended by the AAA Committee and approved by the Board of Education.

4. <u>Teachers' Supplementary Pay Schedule and Categories for Assigned Extra Duties and Responsibilities</u>

Category	Job Title	Maximum Factor
1	High School Head Coach: Football, Basketball, Wrestling Each High School Athletic Trainer: (Fall, Winter Spring)	**.15**
2	High School Marching Band Director	**.14**
3	A. High School Head Coach: Track, Baseball, Swimming, Gymnastics, Volleyball, Soccer, Field Hockey, Lacrosse, Softball, Cross Country, Tennis B. High School Newspaper Advisor C. High School Yearbook Advisor D. High School Advisors: Pom Pom, Cheerleader, Drill Team E. High School Student Government Advisor F. Outdoor Adventure Director	**.12**
4	A. High School Head Coach: Golf B. Each High School Assistant Coach: Football, Basketball, Wrestling C. Assistant Athletic Trainer (Fall, Winter, Spring) D. High School Choral Director: (Maximum of three factors) E. High School Debate/Forensics Advisor: (Maximum of two seasons)	**.10**

	F. High School Drama Director: (Minimum – one major production each semester – Maximum two seasons) G. High School Musical Director H. High School Theater Manager I. Assistant High School Marching Band Director J. High School Peer Leadership Coordinator, i.e., All Stars K. High School Band Director L. High School Orchestra Director	
5	A. Middle School Band Director Middle School Orchestra Director B. Each High School Assistant Coach: Track, Baseball, Swimming, Gymnastics, Soccer, Lacrosse, Volleyball, Field Hockey, Softball, Assistant Cheerleading, Pom Pom and Drill Team, Tennis, Cross Country C. Middle School Drama Director (maximum of two seasons – major production each semester) D. Middle School Choral Director (maximum of two positions) E. High School Dance Show Director (Two Performances) F. Middle School Yearbook/Photography and/or assistant (if one person does by him/herself .09; if two people share .06 and .03) G. Assistant High School Band Director	**.09**
6	A. Each High School Assistant Coach: Golf B. High School Coach: Weight Training C. High School Color Guard Advisor D. High School/Middle School Intramural Director E. High School Percussion Instructor F. Middle School Head Coach: Track, Basketball, Wrestling, Vollegball	**.08**

	G. High School Unified Coordinator	
7	A. High School Drama Technical Director (Maximum three seasons) B. Outdoor Adventure Sponsor – High School (Maximum of three seasons – Limit of six sponsors per season)	**.065**
8	A. High School, Middle School, and Elementary: Intramurals (Refer to Guideline) B. Each Middle School Assistant Coach: All Sports C. High School and Middle School Service Club Advisor Limit to two positions per season. HS/MS One position for elementary D. High School Pep Band Director (Maximum of 2 Seasons) E. Middle School Student Government Advisor F. High School Jazz Band Director G. High School Peer Leadership Sponsor i.e., All Stars (Maximum of Six) H. High School/Middle School Assistant Drama Director (Maximum two seasons) I. High School Assistant Debate/Forensics (Limit of two seasons) J. Elementary Choral Director (Maximum of Two Choirs – Two Factors) K. Middle School Newspaper Advisor	**.05**
9	A. High School Class Advisor: (Senior Class, Junior Class – Limit of two advisors for each class) B. Winter High School Concession C. High School/Middle School National Honor Society D. Elementary Instrumental Music Director	**.035**

	E. High School/Middle School/Elementary School Literary Publication Advisor F. High School Assistant Musical Director (Maximum three factors) G. High School/Middle School Destination Imagination Coach (Limit of .105 per school – equivalent of three factors) H. Elementary Destination Imagination Coach (Limit of .140 per school – equivalent of four factors)	
10	A. Fall High School Concession B. High School/Middle School/Elementary School Interest Club Advisor C. High School/Middle School/Elementary School Academic Activity Advisor D. High School/Middle School/Elementary Destination Imagination Building Coordinator (After building has a need for 3 DM Coaches) E. High School Class Advisor: (Sophomore Class, Freshman Class Limit of Two Advisors for Each Class) F. High School Unified Coach	**.025**

5. <u>Assigned Factor</u>

The assigned factor up to the maximum listed in the pay ratio will be multiplied times $21,327.

6. <u>Additional Provisions</u>

1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
2. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
3. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
4. Any additions, deletions, or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.

5. Neither the recognized Association nor the Board can refuse to renegotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teachers' annual contract year.

6. In the event of a reduction of school funds, the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets; therefore, in the event of any reduction, negotiations must be reactivated on economic matters related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: April 26, 2018
Adopted: August 13, 2018
Effective: July 1, 2018

Supplementary Pay - Policy 4142*, Memorandum of Understanding*

Due to the current funding difficulties for the State of Colorado and thus the District, the Activities/Athletics Advisory Committee has recommended that the pay for supplementary positions at the middle school level be reduced by twenty (20%) percent.

The District and the Association agree to reduce compensation for middle school Activities, Clubs and Athletics for SY 2014 – 2015 only as reflected in the chart below. The parties also agree that any individual employed in a middle school supplemental pay position will:

1. Retain their current earned experience step and;
2. Retain their current pay category and;
3. Not be terminated or released from that position in SY 2014 – 2015 for purposes other than performance.

A vacancy shall only occur upon the resignation of an individual employed in a supplemental pay position during the 2014–2015 school year at which time the District may post and fill the position.

		Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**	**Step 10**
Category		1	1.05	1.08	1.15	1.2	1.25	1.3	1.35	1.4	1.45
X	0.025	$426.54	$447.86	$460.66	$490.52	$511.85	$533.17	$554.50	$575.83	$597.15	$618.48
IX	0.035	$597.15	$627.01	$644.93	$686.73	$716.58	$746.44	$776.30	$806.16	$836.01	$865.87
VIII	0.050	$853.08	$895.73	$921.32	$981.04	$1,023.69	$1,066.34	$1,109.00	$1,151.65	$1,194.31	$1,236.96
VII	0.065	$1,109.00	$1,164.45	$1,197.72	$1,275.35	$1,330.80	$1,386.25	$1,441.70	$1,497.15	$1,552.60	$1,608.05
VI	0.080	$1,364.92	$1,433.17	$1,474.11	$1,569.66	$1,637.90	$1,706.15	$1,774.40	$1,842.64	$1,910.89	$1,979.14
V	0.090	$1,535.54	$1,612.31	$1,658.38	$1,765.87	$1,842.64	$1,919.42	$1,996.20	$2,072.97	$2,149.75	$2,226.53
IV	0.100	$1,706.15	$1,791.46	$1,842.64	$1,962.07	$2,047.38	$2,132.69	$2,218.00	$2,303.30	$2,388.61	$2,473.92

III	0.120	$2,047.38	$2,149.75	$2,211.17	$2,354.49	$2,456.86	$2,559.23	$2,661.60	$2,763.96	$2,866.33	$2,968.70
II	0.140	$2,388.61	$2,508.04	$2,579.70	$2,746.90	$2,866.33	$2,985.76	$3,105.19	$3,224.63	$3,344.06	$3,463.49
I	0.150	$2,559.23	$2,687.19	$2,763.96	$2,943.11	$3,071.07	$3,199.03	$3,326.99	$3,454.96	$3,582.92	$3,710.88

Assigned Factor $17,061.51

The Athletic/Activity Directors at the middle school level wish to re-examine the category placement of coaches and sponsors on the above schedule. Any recommendations from the middle school AAA Directors will be presented, with supporting data for the recommended change(s), to the AAA committee for examination and approval.

Revised: May 26, 2017
Adopted: June 12, 2017
Effective: July 1, 2017

Pay for Supplemental Activity and Athletics Advisors/Coaches, *Administrative Procedure: 4142.1*

Payments for coaching /sponsorship of activities shall be made either in one of three seasons (September - November, December - February, or March - May) or over the course of the year (October - May).

High School Job Title	Pay Cycle	High School Job Title		Pay Cycle
H.S. Academic Activity Advisor	September - April	H.S. Lacrosse (Head & Assistant) Girls		March - May
H.S. Athletic Trainer	Seasonal	H.S. Literary Publication Advisor		September - April
H.S. Athletic Trainer (Assistant)	Seasonal	H.S. Musical Director (Head & Assistant)		December - February
H.S. Band Director (Head & Assistant)	September - April	H.S. National Honor Society Advisor		September - April
H.S. Baseball (Head & Assistant)	March - May	H.S. Newspaper		September - April
H.S. Basketball (Head & Assistant)	December - February	H.S. Orchestra Director		September - April
H.S. Cheerleader	Sept-Nov and/or Dec-Feb	H.S. Outdoor Adventure Director	Fall	September - November
H.S. Choral Director	September - April		Winter	December - February
H.S. Class Advisor (One Sr - Jr- Soph -Freshman)	September - April		Spring	March - May
H.S. Color Guard Advisor	September - April	H.S. Peer Leadership (All-Stars)		September - April
H.S. Concession (Fall)	September - November	H.S. Pep Band Director		December - February
H.S. Concession (Winter)	December - February	H.S. Percussion Instructor		September - April
H.S. Cross Country (Head & Assistant)	September - November	H.S. Poms		Sept - Nov and/or Dec - Feb
H.S. Dance Show Director	September - April	H.S. Service Club Advisor		September - April
H.S. Debate/Forensics (Head & Assistant)	Seasonal	H.S. Soccer (Head & Assistant) Boys		September - November
H.S. Destination Imagination Coach & Coordinator	September - April	H.S. Soccer (Head & Assistant) Girls		March - May
H.S. Drama Director (Head & Assistant)	Seasonal	H.S. Softball (Head & Assistant)		September - November
H.S. Drama Technical Director	Seasonal	H.S. Student Government		September - April
H.S. Drill Team	September - February	H.S. Swimming (Head & Assistant) Boys		December - February
H.S. Field Hockey (Head & Assistant)	September - November	H.S. Swimming (Head & Assistant) Girls		March - May
H.S. Football (Head & Assistant)	September - November	H.S. Tennis (Head & Assistant) Boys		September - November
H.S. Golf (Head & Assistant) Girls	March - May	H.S. Tennis (Head & Assistant) Girls		March - May
H.S. Golf (Head & Assistant) Boys	September - November	H.S. Theater Manager		2 Semesters
H.S. Gymnastics (Head & Assistant) Girls	September - November	H.S. Track (Head & Assistant) Boys & Girls		March - May
H.S. Interest Club Advisor	September - April	H.S. Volleyball (Head & Assistant)		September - November
H.S. Intramurals	September - April	H.S. Weight Training Coach		Seasonal
H.S. Jazz Band Director	Season of Position	H.S. Wrestling (Head & Assistant)		December - February
H.S. Lacrosse (Head & Assistant) Boys	March - May	H.S. Yearbook		September - April

Pay for Supplemental Activity and Athletics Advisors/Coaches

Payments for coaching /sponsorship of activities shall be made either in one of three seasons (September - November, December - February, or March - May) or over the course of the year (October - May).

Middle School Job Title		Pay Cycle
M.S. Academic Activity Advisor		September - April
M.S. Band Director		September - April
M.S. Basketball Coach (Head and Assistant) Boys		October - December
M.S. Basketball Coach (Head and Assistant) Girls		December - February
M.S. Choral Director		September - April
M.S. Destination Imagination Coach & Coordinator		September - April
M.S. Drama (Director and Assistant)		Season of Production
M.S. Interest Club Advisor		September - April
M.S. Intramurals		September - April
M.S. Literary Publication Advisor		September - April
M.S. Newspaper Advisor		September - April
M.S. Orchestra Director		September - April
M.S. Outdoor Adventure Director	Fall	September - November
	Winter	December - February
	Spring	March - May
M.S. Percussion Instructor		September - April
M.S. Service Club Advisor		September - April
M.S. Student Government Advisor		September - April
M.S. Track Coach (Head and Assistant)		September - November
M.S. Volleyball Coach (Head and Assistant)		April - May
M.S. Wrestling Coach (Head and Assistant)		February - March
M.S. Yearbook/Photography (Head and Assistant)		September - April

Elementary Job Title		Pay Cycle
Elementary Academic Activity Advisor		September - April
Elementary Choral Director		September - April
Elementary Destination Imagination Coach & Coord		September - April
Elementary Interest Club Advisor		September - April
Elementary Instrumental Music Director		September - April
Elementary Intramurals	Fall	September - November
	Winter	December - February
	Spring	March - May
Elementary Literary Publication Advisor		September - April
Elementary Outdoor Adventure Director	Fall	September - November
	Winter	December - February
	Spring	March - May
Elementary Service Club Advisor		September - April

Approved by Superintendent Monte C. Moses, October 14, 2002
Revised: April 26, 2018
Adopted: August 13, 2018
Effective: July 1, 2018

Guidelines for Interest Club, *Policy 4142.2*
Job Descriptions/Application

Following are guidelines for making an initial application for an interest club supplemental pay position(s):

1. To receive supplemental pay, all the criteria of Policy 4142 must be followed.

   A. Each building principal or designee will be responsible for submitting a completed supplemental pay job description application.

   B. The application must be submitted to the AAA Committee by October 15 to receive consideration for payment for the first semester.

   C. The application must be submitted to the AAA Committee by February 15 to receive consideration for payment for the second semester.

2. This initial application process needs to be completed only once during the existence of a job position.

3. Name(s) of staff member(s) filling this position, once approved, must be submitted annually.

4. The following criteria must be used for evaluating new job descriptions as established by the AAA Committee.

   A. Such duties and responsibilities for a full time teacher are in addition to the teaching assignment for which normal preparation and performance are expected.

   B. The activity must have functioned at least one (1) semester prior to submission to the AAA Committee. If accepted, pay is retroactive only to the beginning of the semester of approval.

   C. There must be a minimum of <u>ten (10) students</u> engaged in the activity or the building principal or designee may submit a written justification for a small number. This should accompany the job description at the time of AAA review.

   D. The activity advisor must have a minimum meeting time with students in that school to ensure that the activity is appropriate.

   E. Interest clubs must be open and available to all students in that school to whom the activity is appropriate.

   F. The availability of this same/similar type of program in the school community will be a factor in consideration of a new job description.

5. It is the responsibility of the school administrator in charge of submitting supplemental pay assignments in each building to ensure that the clubs are active and fulfilling the responsibilities as outlined in the club job description.

6. Schools will be limited to the number of interest clubs they request to have funded by supplemental pay.

Type of School	Maximum Assignments
High Schools	27
Middle Schools	18
Elementary Schools	9

7. It is the responsibility of the school administrator in charge of submitting supplemental pay assignments in each building to ensure that the number of interest clubs have not exceeded the maximums listed in section six (6) above.

Approved by Superintendent, Monte C. Moses, October 14, 2002

Supplemental Job Description Application, *Policy 4142.3*

Proposed job titles will be considered for acceptance/approval by the Activity/Athletic Advisory (AAA) Committee after the proposed activity has been in operation a minimum of one (1) semester. This application must be received by the district Activity/Athletic Office in its completed form by the deadline dates below:

1. The application must be submitted to the AAA Committee by October 15 to receive consideration for payment for the first semester.
2. The application must be submitted to the AAA Committee by February 15 to receive consideration for payment for the second semester.

The appropriate office in each school building has been provided copies of established guidelines for interest clubs, club sports, intramurals, intramural director, service clubs, high school literary publications, and elementary choral/instrumental music. If applicable to your job description, please secure and read the job description before submitting.

Title of proposed supplemental job description: _____

_____

Name of person submitting proposal: _____

Present teaching position: _____

School(s) where teaching: _____

Principal(s): _____

<u>Pages 1 through 5 must be filled out in its entirety.</u>

A. Supplemental Job Description Application

Building administrator recommendation: Please express the benefit and extent you wish to encourage and stimulate the proposed activity for your school's total benefit.

(attach additional page if necessary)

Recommending Administrator: _____

Principal Signature: _____

To be completed by the district Athletic/Activity Director and AAA Committee:

1. Date received in the District Athletic/Activity Office: _____

2. Date reviewed by the District AAA Committee: _____

3. Rejected _____ Approved _____

   If approved, the AAA Committee recommends a category _____.

   ratio of _____, at Step _____.

1. Experience

Within the Cherry Creek School District, how much experience do you have with this specific extracurricular activity?

Number of Semesters	School

2. General Information

A. Are park and recreation districts, community agencies, and/or other organizations providing the same or similar opportunities for student participation in the activity you are proposing?

Please check: YES _____ NO _____ If yes, please indicate:

_____

_____

_____

_____

_____

B. If this job description meets all other criteria, why do you believe the school district should assume the responsibility of making supplemental pay available to support this activity as part of public education? Please explain:

_____

_____

_____

_____

_____

3. Student Characteristics

A. How many students are presently involved in this activity? _____

B. How many students do you anticipate will be involved on an average by the end of this school year? _____

C. Is this participation open to your student enrollment? Yes_____ No_____

If no, state specifics as to who may participate: _____

_____

_____

_____

_____

Explain reason(s) for limited participation:

_____

_____

_____

_____

_____

4. **<u>Time Characteristics</u>** (Realizing that the number of hours per week may vary, review an average week and provide information accordingly.)

A. What day(s) of the week do you work with this activity?

_____
_____
_____
_____
_____
_____

B. What hour(s) of the day do you work with this activity?

_____
_____
_____
_____
_____
_____

C. During what months of the school year does this activity occur?

From _____ To _____

The pay schedule and categories listed in Policy 4142 indicate the expectation for either a seasonal or year-long activity.

D. How much total time during the school year do you work with this activity outside your teaching day? (in hours) _____

5. List specific activities the club/organization/team does within the school and/or within the community.

A. Enumerate and explain activities and the students involvement from the previous semester/school year to present within the school and/or community.

Within the School	Within the Community

B. Enumerate and explain activities and the students involvement in each that the group is planning for the future within the school and/or community.

Within the School	Within the Community

Approved by Superintendent, Monte C. Moses, October 14, 2002

Supplemental Pay Schedule, *Administrative Procedure 4142.4*

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Category		1	1.05	1.08	1.15	1.2	1.25	1.3	1.35	1.4	1.45
X	0.025	$533.17	$559.83	$575.83	$613.15	$639.81	$666.47	$693.12	$719.78	$746.44	$773.10
IX	0.035	$746.44	$783.76	$806.16	$858.41	$895.73	$933.05	$970.37	$1,007.70	$1,045.02	$1,082.34
VIII	0.05	$1,066.34	$1,119.66	$1,151.65	$1,226.30	$1,279.61	$1,332.93	$1,386.25	$1,439.57	$1,492.88	$1,546.20
VII	0.065	$1,386.25	$1,455.56	$1,497.15	$1,594.19	$1,663.50	$1,732.81	$1,802.12	$1,871.43	$1,940.75	$2,010.06
VI	0.08	$1,706.15	$1,791.46	$1,842.64	$1,962.07	$2,047.38	$2,132.69	$2,218.00	$2,303.30	$2,388.61	$2,473.92
V	0.09	$1,919.42	$2,015.39	$2,072.97	$2,207.33	$2,303.30	$2,399.28	$2,495.25	$2,591.22	$2,687.19	$2,783.16
IV	0.1	$2,132.69	$2,239.32	$2,303.30	$2,452.59	$2,559.23	$2,665.86	$2,772.50	$2,879.13	$2,985.76	$3,092.40
III	0.12	$2,559.23	$2,687.19	$2,763.96	$2,943.11	$3,071.07	$3,199.03	$3,326.99	$3,454.96	$3,582.92	$3,710.88
II	0.14	$2,985.76	$3,135.05	$3,224.63	$3,433.63	$3,582.92	$3,732.21	$3,881.49	$4,030.78	$4,180.07	$4,329.36
I	0.15	$3,199.03	$3,358.99	$3,454.96	$3,678.89	$3,838.84	$3,998.79	$4,158.74	$4,318.70	$4,478.65	$4,638.60

Assigned Factor ***$21,326.89***

Revised: May 26, 2015
Adopted: June 15, 2015
Effective: July 1, 2014

Travel Reimbursement, *Policy 4010*

On the recommendation of the Superintendent, the Board of Education shall authorize the payment of travelling 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

Insurance Preamble, *Memorandum of Understanding*

Cherry Creek Schools and the Cherry Creek Education Association have a commitment to providing affordable medical and dental insurance to employees and their dependents. Both parties recognize that the previous benefit structure created the unintended consequence of diverting funding for premium increases to tax sheltered annuities. While access to tax sheltered annuities is an option, funding them should not be at the cost of meeting employees' fundamental needs for affordable benefits coverage.

In light of significant, nationwide cost increases, the District and the Association recognize that this benefit structure no longer meets the goal of providing a competitive level of benefits that will assure employees and their dependents heath care needs will be met. The District and the Association commit to addressing this concern by creating a new benefit framework that will meet the primary goal of ensuring quality, affordable insurance coverage.

Insurance, *Policy 4044*

1. <u>Insurance</u>

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. <u>Insurance Committee</u>

a. The Insurance Benefits Committee shall be established by the Superintendent, composed of one representative of each employee group of the Cherry Creek School District. Each representative may be appointed or elected by a majority vote of these employees. The Committee shall be chaired by a representative of the Human Resources department and include a representative of Fiscal Services.

b. This Committee is charged with the responsibility of making an annual review of the District approved employee insurance plan.

c. Following this review, the Committee shall make the annual report to the Superintendent. This report shall recommend retention of the existing program or appropriate changes.

d. The Committee shall have the responsibility to monitor insurance coverage problems and to make procedural recommendations.

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

Coordination and Collection of Insurance Premiums, *Administrative Procedure 4044.1*

for Employees on Unpaid Leave of Absence

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

A. Eligibility

All employees who are eligible for the District's insurance program according to Board policy will be eligible according to the Insurance Master Policies to purchase health coverage while on Leave of Absence.

B. Enrollment

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

C. Premiums

Premiums for employees on leave shall be the current rates in effect.

D. Premium Collection

1. Premiums shall be paid on a monthly basis and shall be paid to the Benefits Office.
2. Monthly billing statements will be sent to each employee who is on an approved unpaid leave of absence and who elects to continue their health coverage.

E. Termination of Coverage

1. An employee on leave whose payment of premium is in arrears will be dropped from coverage and may not re-enroll without successfully completing the Insurance Master Policy requirements for re-enrollment.
2. The death of the employee on leave will cause termination of all coverages.
3. A voluntary withdrawal from participation in this plan shall terminate coverage for employees on leave.

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

Insurance Benefits, *Policy 4144*

A. Eligibility

1. A teacher's eligibility to participate in the District-approved insurance program and the teacher's ability to cover his/her dependents begins the first of the month following the first thirty (30) calendar days of employment for teachers working at least a fifty percent (50%) contract.
2. Teachers working a zero through a forty-nine percent (0% - 49%) contract are not eligible for the District-approved insurance program and will receive no District contribution.
3. Effective July 1, 2006, teachers 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.

4. Effective July 1, 2007, all teachers 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.

B. District Medical Insurance Contribution

For the 2018-2019 school year, the District was assessed an 8.9% increase in medical coverage. The dollar equivalent of the 8.9% increase for an Employee Only level of coverage, for an employee on the DHMO 500 Plan, amounts to $47.86. This amount shall be applied at every level of coverage across all plans.

The District shall contribute monthly the appropriate amount from the following chart only for those teachers working at fifty percent (50%) or greater contract who participate in a District-approved medical insurance plan.

	SY 2017-2018		**SY 2018-2019**
Medical Coverage		**Additional District Contribution ($)**	
Employee Only	$169.24	$47.86	$217.10
Employee/Spouse	$254.50	$47.86	$302.36
Employee/Children	$264.89	$47.86	$312.75
Employee/Family	$383.08	$47.86	$430.94

The District will annually provide the Association with the numbers of teachers not receiving this benefit as well as the number not receiving full District Supplemental Benefit.

The parties agree to form a committee for the purpose of crafting a comprehensive, coherent compensation philosophy for the enactment in the 2019-2010 school year. Such committee shall have an equal number of representatives from CCSD and CCEA. In crafting such philosophy, the committee will take into consideration Policy 4141 and 4144.

C. Supplemental Benefit Plan

In addition to the above contribution, the District will contribute the following amount per month for the supplemental benefit plan. See accompanying charts for specific contributions based on an individual's percentage of contract.

District Contribution for SY 2015 - 16 & 2016 - 17		
Salary Step	**60% contract or greater**	**50% - 59% contract**
1-3	$220	$110*
4-19	$394	$284
20 and greater	$220	$110*

*$174 per month ($2,088/year) has been re-directed to salary for steps 1 - 3 as well as 20 and above through prior negotiations.

Effective with the 2006 – 2007 school year teachers newly hired may use the supplemental benefit contribution for the following options in the benefit program: medical insurance, dental insurance, vision insurance, cancer insurance, accident insurance, cost of dependent coverage, healthcare reimbursement, or dependent care reimbursement.

Teachers who were under contract during the 2005 – 2006 school year and continuously thereafter shall have the additional option to convert unused benefit contributions to additional compensation.

The District will annually provide the Association with the number of teachers not receiving this benefit.

D. Premium Deposit Account

1. 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.

2. 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.

3. Annual Reporting

The District will provide the Association with an accounting indicating the amount of money received from the PDA funding source identified (D)(3) above, all unspent or unused money allocated to the employee only under section (B) of policies 4744, 4144, and 4872 along with all unspent money allocated to employees for the purposes in section (C) of policies 4744, 4144, and 4872. Any expenditure of the PDA funds, as approved by the insurance committee and, the amount, if any, of any PDA funds carried over from year-to-year will also be reported to the Association.

E. Life Insurance

The District will provide at no cost, a District-approved group term life insurance plan of $50,000 for Teachers working a fifty percent (50%) or greater contract and who have been covered under the life insurance plan for thirty-six (36) consecutive months or less.

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

F. Long-Term Disability Insurance

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

G. Additional Provisions

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

2. If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

4. Any additions, deletions, or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adopted by the Board.

5. Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teachers' annual contract year.

6. In the event of a reduction of school funds, the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations will be reactivated on economic matters related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: April 26, 2018
Adopted: August 13, 2018
Effective: July 26, 2018

Insurance Committee, *Memorandum of Understanding*

May 17, 2001

The Cherry Creek School District and the Association as well as other employee groups maintain a District Insurance Committee to provide a mechanism to manage the District's Insurance plans for the benefit of all employees and the District. Effective with the 2001 - 02 school year, the District and the Cherry Creek Education Association agree to increase the Association's membership on the District Insurance Committee to three (3) teacher members to be appointed by the Association.

Role and Responsibility of the Committee

It is agreed by the parties that the District Insurance Committee will study and make recommendations to employee bargaining representatives, District Leadership, and the Board of Education concerning the health/medical plan, dental coverage, vision coverage, life insurance, and disability plans for District employees. The responsibility of the Committee shall extend to, and include consideration of such matters as:

- The selection of a consultant to advise the Committee and the District;

- The philosophy behind various benefit plans;
- Carriers to provide benefit coverage or services;
- The approval of requests for proposal or other bid documents and agreements necessary to put in place the enumerated benefit plans;
- Premium levels (District contributions are a matter reserved for negotiations with employee representatives);
- The use of Premium Deposit Account Funds;
- Communication with employees, employee representatives and District officials;
- Other matters necessary to the efficient operation of the plans.

The Committee shall meet annually by no later than October 1 to develop its work plan and set a schedule to conduct its business for the year.

Access to Information

Recognizing that the Committee needs access to high quality information in order to properly carry out is function, the District commits to provide, or to arrange for the providing of data to the committee, the Association and District Leadership. The data is to be as current as possible given the practical constrains of obtaining information. The information to be provided will include data indicating levels of plan utilization, plan expensed, financial reserves, and other reasonably necessary information as the committee may reasonable request.

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 BY:	**ACTION:**
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)
- Concentra, 8200 E. Belleview, Suite 428C, Greenwood Village, CO (303-741-1166)
- Care Now, 5620 S. Parker Road, Aurora, CO (720-446-5893)
- Rocky Mountain Medical Group, 13650 E. Mississippi Ave., Suite 120, Aurora, CO (303-280-2882)
- Workwell Occupational Medicine, 2550 S. Parker, Road, Suite 150, Aurora, CO (720-512-4408)

PERFORMED BY:	**ACTION:**

- 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/ Supervisor or the Nurse	Medical Treatment Emergency Care: You should seek medical or emergency care for the injured worker at the nearest medical facility.

PERFORMED BY:	**ACTION:**
	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 **<u>four</u>** 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 <u>four</u> 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.**

<u>PERFORMED BY:</u> **<u>ACTION</u>:**

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.

<u>Hearings</u>

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

<u>Reporting</u>

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

CHERRY CREEK SCHOOL DISTRICT #5 EMPLOYER'S FIRST REPORT OF INJURY

Employee's name (First, Middle, Last)	Employee ID #	☐ Male ☐ Female	Employee's home phone # ( )

Employee's street address	City	State	Zip code

Marital status	Employment Status	Occupation & Supervisor Name	
☐ Married ☐ Single ☐ Separated	☐ Full time ☐ Part time ☐ Other		# Of hours worked per day _____ # Of days worked per week _____

Date of Injury	Time employee began work	Injury time	Last day worked	Date employer notified	Date disability began	Date returned to work
/ /	_____ ☐ a.m. _____ ☐ p.m.	_____ ☐ a.m. _____ ☐ p.m.	/ /	/ /	/ /	/ /

Birth Date	Date of Hire	Nurses Initial Evaluation:
/ /	/ /	

Did the injury occur on premises? No Yes
Name of Bldg. where Injury Occurred: _____

Initial Treatment (Check One)
☐ None ☐ School Minor on-site
☐ Work Comp Clinic ☐ Emergency room ☐ Hospital

Names of Witnesses to the Injury/Illness:
Name: _____ Phone Number: _____
Name: _____ Phone Number: _____

*****Please answer the following questions to further describe the injury:**

1. Have you had a Work Comp Injury that involved this body part?	No	Yes
2. Did this accident aggravate a previous injury?	No	Yes
3. Have you been injured on the job before?	No	Yes
4. Was the employee wearing appropriate shoes?	No	Yes
5. Did the employee fail to use safety devices or obey safety rules?	No	Yes

DESCRIBE WHAT HAPPENED IN DETAIL:
_____
_____

What was the employee doing at the time of injury? _____
What object or substance harmed the employee? _____
What body parts are affected? _____

☐ **I do not want to seek medical treatment at this time.**

Please put a check mark in the box below for the Designated Provider you choose to see if seeking treatment.

Concentra – Aurora South East	Concentra – Greenwood Village (Formerly U.S. Health Works Medical Group)	Care Now	Rocky Mountain Medical Group	Workwell Occupational Medicine
☐ 10355 E. Iliff Ave. Aurora, CO 80247 303-755-4955 Monday - Friday 8am - 5pm -OR- **Concentra – Tech Center** ☐ 11877 E. Arapahoe Rd. Suite 100, Centennial, CO 80112 303-792-7368 Monday - Friday 8am - 6pm	☐ 8200 E. Belleview #428C Greenwood Village, CO 80111 303-741-1166 (Near I-25 & Belleview) Monday – Friday 8am-5pm	☐ 5620 S. Parker Rd. Aurora, CO 80015 720-446-5893 Weekdays 8am -8pm Saturday 8am - 8pm Sunday 8am - 5pm	☐ 13650 E. Mississippi Ave, Ste. 120 Aurora, CO 80012 303-280-2882 (Near I-225 & Mississippi) Monday- Friday 8am – 5pm	☐ 2550 S Parker Rd., Ste.150 Aurora, CO 80014 720-512-4408 Monday- Friday 8am -5pm

In case of serious injury call 911 or go to any medical facility.
Follow up care needs to be provided at one of the above selected designated providers the following day.

I understand that I must be seen by one of the above designated Medical Providers for Cherry Creek Schools. I further understand the list of designated medical providers is available from my school nurse, site secretary, the Risk Management Office and the Risk Management website. It is unlawful to provide, false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, civil damages and employment disciplinary action.

_____ _____ _____ _____
Injured Employee **Date** **Supervisor/Person Notified** **Date**

Fax to: (720-554-4641) or email a copy to Risk Management at: (riskmanagement@cherrycreekschools.org) Rev 08/01/2018

Temporary Paid Leaves of Absence, *Policy 4151*

A. Sick Leave

1. General Provisions

i. At the beginning of each school year, each teacher will be allocated one day of sick leave per 18 days of employment. Unused days will be accumulative. Sick leave may be used for injury or sickness of the teacher, the immediate family or household as defined as spouse, son, daughter, mother, father, brother, sister, step-parent, step-child, mother-in-law, father-in-law, grandparents, grandchild, legal guardian or someone whose relationship with the employee is similar.

ii. Sick leave may be used to extend bereavement leave.

iii. Sick leave may be used for other general leave purposes up to the limits in (B) (8) below.

iv. When on leave of absence, sick leave accrued will neither be lost nor accumulated. Upon return to duty, an employee will begin with that total accumulated at the time the leave commenced.

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

vi. The Sick Leave Bank procedure as contained within Administrative Procedure 4151.2 may allow a teacher to request and be granted days of sick leave for extended illness or disability in excess of the approved number of days allowed in paragraph (A)(1)(i) above.

2. Payment for Accumulated Sick Leave

a. Eligibility Criteria

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

1. Has been employed by the district as a full-time teacher in a position requiring certification for no less than twelve (12) years.

2. Has submitted a written resignation from employment in the district to the Board of Education. This resignation shall be effective prior to receiving cash and/or benefits under this policy.

3. Has completed an accumulated sick leave compensation application (Administrative Procedure 4151.6), and has submitted it to the Board of Education.

b. Payment Options for Accumulated Sick Leave:

This payment will be based on the teacher's choice of one of the following options:

1. Option A: this payment will be equal to the current substitute rate of pay times the retiree's number of accumulated days of sick leave.

or

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

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

c. Payment Schedule

Each teacher shall have the option to choose the number of months or years over which the payment for accumulated sick leave will be paid. All payments will be made in increments of months up to thirty-six (36) months or years up to three (3) years. In no case shall payments for accumulated sick leave in excess of $25,000 be made in less than two years. Teachers that the District placed on unpaid leave as the result of displacement and who are accessing payments for their unused sick leave may choose to have payments made in less than two years for any amount not in excess of $50,000. In either case, the teacher may choose to have the maximum amount paid in the first year and the remaining amount paid in the second year.

d. Death Provisions

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

3. Jury Duty and Court Subpoena Leave

i. Leave will be granted to teachers for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the teacher.

ii. Teachers should notify their immediate supervisor or principal and the Office of Human Resources of this leave as soon as possible prior to the date service must be rendered.

iii. Such leaves of absence will be granted with pay provided the teacher surrenders to the District any payment received for jury or witness fees, not including reimbursement for transportation expenses or meals.

4. Adoption and Childbirth Leave

i. Teachers will be granted up to thirty (30) days of accrued sick/general leave associated with the process of adoption. (e.g.: travel, medical examinations, and/or the requirements of the adoption agency and/or local, state, national, and

international adoption regulations or other requirements that are of a similar nature, including the care of the adopted child or children.)

ii. A father may use up to fifteen (15) days of accrued sick/general leave per school year within the first six (6) weeks following the birth of his child.

B. General Leave

Each teacher will be permitted a total of three (3) days (185 to 229 contracted days) or four (4) days (230 or more contracted days) per academic year for the purpose of the following General Leaves (1-7). Necessary travel time to accomplish the purpose of the following general leave (1-7), also qualifies for use of general leave. These days will not be accumulative as general leave from year to year. At the end of the academic school year, unused general leave will be converted and added to the teacher's accumulated sick leave.

Every effort will be made by the teacher to notify the building principal at least 24 hours in advance of such leave. Each teacher will be paid the normal rate of pay for the approved General Leaves. The teacher's signature on the General Leave Form will attest that the leave is being used in accordance with this policy. The total number of days will be chargeable to any or all of the following situations:

1. Personal Leave

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

2. Bereavement, Graduation, and Wedding Leave

Leave will be granted to an employee to attend a funeral, graduation or wedding of a member of the immediate family of the employee as herein defined, or for someone whose relationship with the employee is similar:

Spouse	Sister	Brother
Son	Mother-in-Law	Grandparent
Daughter	Father-in-Law	Guardian
Mother	Father	Step-child
Dependent Child	Grandchild	Step-parent

3. Births

Leave will be granted to the employee who gives birth or to the employee whose wife gives birth.

4. Religious Holidays

A. A teacher may be absent, with pay, on a day identified by a religious body as a religious holiday, provided the religious body has established that in order to properly observe such religious holiday no work should be performed on such day and provided the employee is an active member of such religious body. Notification for such absence shall be made to the principal, at least ten (10) school days prior to the religious holiday. Such absence shall not exceed three (3) days during the school year.

B. Teachers who identify leave days as being for religious purposes under the provisions of this section shall be allowed to use sick leave for other general leave purposes up to the number of days used for religious leave (not to exceed three (3) days).

C. Teachers who fail to identify leave days as being for religious purposes under the provisions of this section will not be allowed to use sick leave for other general leave purposes as defined in section (B). In these cases, the employee is not required to state the reason for the general leave usage.

5. <u>Emergencies</u>

i. Leave will be granted for household emergencies, auto mishaps, severe weather or road conditions and other unforeseen and unavoidable emergencies.

ii. An emergency is defined as an event when no foreknowledge exists on the part of the teacher and immediate attention to the emergency by the teacher is required.

iii. In cases of extreme emergency, additional days (those from sick leave) may be granted with the approval of the principal and the Superintendent or his/her designee.

6. <u>Professional Consulting Leave</u>

Leave will be granted for the purpose of serving as a consultant outside of the district.

7. <u>Professional Development Leave</u>

Leave will be granted for the purpose of preparing for and completing exams, written and/or oral, for the degrees of masters, specialist, and doctorate. Intent for such leave must be part of the teacher's approved professional growth plan.

8. Beginning in the second year of employment, teachers may use up to four (4) days of accrued sick leave annually for any of the identified general leave purposes except category 6 Professional Consulting Leave above.

C. <u>Assault and/or Battery Leave</u>

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

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

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

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

1. The teacher's conduct was within the bounds of general standards of professional behavior, the teacher was acting within the scope and course of his/her employment, and the teacher was not negligent.

2. The teacher must notify the building administrator or other appropriate administrator/supervisor as soon as possible of the occurrence and must complete a Workers' Compensation first report of injury.

3. The reporting of such an injury must be in accordance with the required reporting, time lines and forms to be used for the reporting and handling of Workers' Compensation accidents stated in Policy 4012 and Administrative Procedure 4012.1.

4. The teacher must use a district designated Workers' Compensation physician, who will determine the necessity of the absence from work.

5. The amount of Workers' Compensation payments for salary or such award made for temporary disability due to the injury from the assault and/or battery will be paid to the district for as long as such teacher is eligible for temporary disability payments under the Workers ' Compensation Act. The payment of such monies to the district shall constitute payment of compensation benefits to the employee in accordance with C.R.S. 8-42-124(2) of the Act.

   In the event the foregoing conditions are satisfied, none of the days of absence resulting from such occurrence shall be deducted from the teacher's accumulated sick leave, general leave, or other similar benefit in accordance with C.R.S. 8-42-124(2) of the Act.

   The district's obligation to pay a teacher's full salary under this policy for assault and/or battery leave shall terminate once the teacher has either been released to return to work or reaches maximum medical improvement as determined by the designated treating physician.

   However, if the teacher has been released to return to work or reaches maximum medical improvement but still requires medical treatment for injuries caused by the assault and/or battery, the teacher will continue to receive normal salary for hours and/or days missed for such treatment until the treating physician has concluded that the injury caused by the assault and/or battery has terminated or up to six (6) calendar months from the date of the teacher's return to work or reaches maximum medical improvement, whichever is less. The Superintendent, or designee, may extend this time for receiving normal salary for treatment based on the teacher's written request for such extension. If the superintendent, or designee, does not offer such an extension, the written denial will include an explanation of the basis for the decision.

   The termination of the district's obligation does not limit the right of the teacher to full payment of any permanent disability award granted to the teacher under the Workers' Compensation Act.

LEGAL REF.: C.R.S 8-40-101 et. seq. (Workers' Compensation Act of Colorado)
CROSS REF.: Board Policy 4012 (Worker's Compensation)
Board Policy 4012.1 (Workers' Compensation Claims Procedure)

D. Attendance at Professional Conferences/Meetings

1. All licensed personnel including the Superintendent, principals, and teachers will be encouraged to attend professionally recognized workshops and conferences, and to visit other schools of the district, State, and nation at district expense for the purpose of keeping abreast of current education practices.

2. Building staffs and principals will be encouraged to provide funding from the decentralized budget for that purpose.

E. Public Office Leave

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

F. Physical Examination Leave

Leave with pay will be granted for physical examinations required by the Superintendent when the time specifications of that requirement necessitate school time to comply.

G. Emergency Leave

When any event or circumstance at a work site, such as a natural disaster or medical quarantine, restricts an employee from reporting to work at his/her assigned building, the district will provide options to prevent loss of pay or paid leave such as:

1. The district will assign the employee(s) an alternative site(s) and/or position(s) until the employee(s) is (are) able to return to his/her (their) assigned building.

2. The district will provide an opportunity for the employee to make up the day(s) on non-contracted days.

3. The district may assign the employee to work as a substitute until the employee is able to return to his/her assigned building.

The options listed above do not preclude an employee's appropriate use of the temporary leaves in this policy.

H. Additional Provisions

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

2. If any provision of the policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

4. Any additions, deletions, or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.

5. Neither the recognized Association nor the Board can refuse to negotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

6. In the event of a reduction of school funds, the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations will be reactivated on economic matters related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: May 26, 2015
Adopted: June 15, 2015
Effective: July 1, 2014

General Leave Request and Verification Form, *Administrative Procedure 4151.1*

NAME: _____ EMPLOYEE#: _____

General Provisions

In accordance with Policy 4151, Temporary Leaves of Absence, each teacher will be permitted a total of three (3) general leave days (for contracts of 185 days up to 229 days) or four (4) general leave days (for contracts of 230 or more days) per academic year for the purpose of taking general leave for any one of the following approved categories described below.

1. Personal Leave - Required attendance for business of a personal nature which cannot be accomplished except during contract time. This leave is not intended for recreational use or to extend holidays or any breaks/ vacations.

2. Bereavement, Graduation, and Wedding Leave - Immediate family of the employee, or for someone whose relationship with the employee is similar:

Spouse	Sister	Brother
Son	Mother-in-Law	Grandparent
Daughter	Father-in-Law	Guardian
Mother	Father	Step-child
Dependent Child	Grandchild	Step-parent

3. Births - Employee who gives birth or whose wife gives birth.

4. Leave for Religious Holidays - Please refer to Policy 4151(B)(4).

5. Emergencies - Household emergencies, auto mishaps, severe weather or road conditions and other unforeseen and unavoidable emergencies. An emergency is defined as an event when no foreknowledge exists on the part of the teachers and immediate attention to the emergency by the teacher is required.

6. Professional and Consulting Leave - To serve as a consultant outside the District.

7. Professional Development Leave - For preparation and completion of written oral exams for Masters, Specialist, and Doctorate that is part of the teacher's approved professional growth plan.

Additional Provisions – Conversion of Sick Leave

In addition to the general provisions, teachers who are in their second year of employment and beyond, may qualify for the ability to convert four (4) days of sick leave as described in Policy 4151(A)(1)(a) per academic year to access all of the above-referenced general leave categories except the category of Professional Consulting Leave.

I verify that the day(s) I have designated below for use as a General Leave will be used in accordance with the provisions of Policy 4151.

_____ _____

Signature Date

Date(s) of General Leave: _____

_____ _____

Dept. Coordinator &/or Administrator Signature Date

Substitute Requested: Yes ☐

No ☐

Every effort will be made by the teacher to notify the building principal at least 24 hours in advance of such leave.

Approved by Superintendent, Robert D. Tschirki, June 24, 1994
Revision approved by Mary F. Chesley July 1, 2009

Sick Leave Bank, *Policy 4151.2*

A. Introduction

The purpose of the Sick Leave Bank ("SLB") is to provide for limited income continuation in conjunction with other benefit plans in case of extended absences due to disability resulting from illness or injury, that renders the member incapable of working (refer to Policy 4153 for other health-related types of extended leave.)

B. Membership

1. Initial Enrollment

(a) All employees whose pay is determined by the teachers' salary schedule (teachers, mental health team members, and nurses) will be eligible to join the Sick Leave Bank.

(b) All new employees whose pay is determined by the teachers' salary schedule will be members of the Sick Leave Bank and will be assessed one (1) day of sick leave upon being hired.

2. Re-Enrollment

Any eligible employees who wish to join the Sick Leave Bank after their first year of eligibility must contribute three (3) days upon joining. Such election may only be made once each year within thirty (30) contracted calendar days of the commencement of that employee's school year, using the appropriate forms. The three (3) required days of sick leave shall be contributed from their sick leave upon enrollment in the Sick Leave Bank.

3. Contributed Days

Days contributed or assessed become part of the Sick Leave Bank and are deducted from the individual member's sick leave. The District will provide the Sick leave Bank Board ("SLBB") through its contact person with an updated list of members of the SLB once after the September payroll (but not later than the first Friday in October) and once after the January payroll (but not later than the first Friday in February). These lists will note the names and worksite of members dropped and/or added. If necessary, the SLB through its contact person may contact the District representative from the Office of Human Resources to the SLB to verify the membership of a SLB applicant.

4. Dropping Membership

A member may terminate membership in the Sick Leave Bank by completing the required form (4151.7) provided by the SLBB. However, the days contributed by the member may not be withdrawn.

C. Sick Leave Bank Procedural Guidelines

1. Governance

Operation and administration of this Sick Leave Bank will be by the Sick Leave Bank Board. This board will consist of five (5) voting members appointed by the Association and one (1) nonvoting member from the Office of Human Resources.

A minimum of three (3) voting members must be present in order to conduct business.

2. Operation & Administration

   a. Annually, CCEA and the SLBB will notify the Office of Human Resources of the name and contact information for a contact person for the SLBB.

   b. The SLBB will collect and manage all pertinent forms and data related to sick leave bank requests and the granting of days. If the District receives any such requests, forms, or data, it will immediately forward them to the SLBB contact person(s) on record with the Office of Human Resources.

   c. After receiving a request for days from the SLB, the SLBB will verify the employee's SLB membership and determine the appropriate number of days of leave the member will be eligible to receive. The SLBB will then forward the appropriate information to the Office of Human Resources.

   d. Questions and/or concerns related to the operation and administration of the SLB will be dealt with by the SLBB.

   e. The minimum number of days in the bank will be five hundred (500).

   f. Should the number of days available drop below the minimum, the Sick Leave Bank Board will take necessary action to raise the balance above the minimum. The Sick Leave Bank Board will have the authority to assess an additional day(s) from each member. Days will be assessed in increments of one (1) additional day of current or accumulated sick leave from each member.

      i. Inability to contribute, within a school year, will not prohibit an individual from being a member for the remainder of that school year unless the member affirmatively drops membership in the bank.

      ii. Any members who were unable to contribute the assessed day(s) and who did not affirmatively drop membership in the bank will have the assessed day(s) deducted from their current or accumulated sick leave during the following school year.

      iii. No new member of the sick leave bank shall have more than one (1) day deducted from their current / accumulated sick leave during the year they joined the sick leave bank. Should the Sick Leave Bank board assess an additional day(s) to all members of the sick leave bank the assessed day(s) for new members shall be deducted the following school year, unless the member affirmatively drops membership in the sick leave bank.

   g. If an assessment is deemed necessary, all members will be provided an opportunity to terminate their membership prior to the assessed day(s) being deducted from their sick leave.

   h. The Board will publicize once each year a summary sick leave bank usage.

i. Any release time necessary for the Sick Leave Bank Board to complete their responsibilities will be deducted from the Association's leave as per Policy 4135.

j. If the Sick Leave Bank Board feels that the bank cannot be funded adequately with the present membership or a more suitable plan is found, the Sick Leave Bank Board can vote to terminate the bank.

i. For twelve (12) months after termination of the sick leave bank without the establishment of an alternate plan, members will be allowed to utilize up to thirty (30) contract days of leave at a rate of pay equal to their per diem, less the cost of the substitute if all of their leave days are exhausted and they are on an extended absence due to disability resulting from illness or injury, that renders them incapable of working. This option ceases to be available whenever an alternate plan is adopted during the 12-month period.

ii. If the Sick Leave Bank is terminated, days remaining on the bank's records will be cancelled. Days will not be returned to members of the Sick Leave Bank.

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

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

D. Granting of Days

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

1. The first two (2) days of leave after the member has exhausted his/her own sick leave will not be covered by the bank.

2. At the member's request, the two (2) deduct days at per diem may be spread over two (2) pay periods.

3. Upon acceptance by the LTD carrier, the two (2) deduct days will be reimbursed to the member.

4. When a member becomes eligible to receive benefits from the district approved LTD program; the member will no longer be eligible to receive sick leave days from the bank. (Eligibility for LTD begins sixty (60) calendar days from date of disability resulting from illness or injury, that renders the member incapable of working.)

5. Days from the Sick Leave Bank will not be granted for the following:

a. Non-contracted days for the member requesting days.

b. Days beyond the school year in which the request for days is received (this provision may be waived by action of the Sick Leave Bank Board.)

c. Days in which any compensation is available to the member from any other

benefit plan.

6. Coincident with approval of days by the Sick Leave Bank Board, the approved number of days will be deducted from the bank.

7. All days granted from the bank, but not used by the member, will be restored to the bank.

8. The Board will consider requests for less than full days of disability when the following three (3) conditions are met:

   a. The partial days follow a period of full days of total disability verified by a physician's statement; and

   b. The member is engaged in a rehabilitation/recovery program directed by a licensed physician; and

   c. The member's supervisor and/or building principal approves a partial return to work.

9. Any and all medical records or other information furnished to the SLBB will be kept confidential. It will be used by the SLBB to determine eligibility for sick leave bank benefits and will be aggregated for distribution in an annual summary of sick leave bank usage to members of the SLB, and reasonable efforts will be made to ensure that the report does not include information that may identify individual applicants.

10. To ensure confidentiality, the SLBB will determine whether non-SLBB members may attend their meetings. Normally, meetings will be closed to ensure confidentiality of SLB members when the Board is discussing specific applications.

E. <u>Maximums/Minimums</u>

1. No more than forty-five (45) contractual days per diem may be granted to any member in any single contract year.

2. No more than two (2) deduct days per diem will be assessed any member in any single contract year.

3. If the balance of days in the Sick Leave Bank drops to five hundred (500) or below, members being granted days will continue to receive days.

4. All new applications to the Sick Leave Bank will be put on hold until the Board takes action to alleviate the situation. (E-3 above)

5. If the bank's balance should reach zero (0), all days will cease to be granted, as the bank cannot operate in a deficit.

F. Application Process

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

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

1. The Sick Leave Bank Board will consider only those requests, which include all of the following materials.

    a. A completed long-term disability form that includes a licensed physician's verification that the illness and/or disability is total and renders the employee incapable of working.

    b. A leave of absence form.

    c. A Sick Leave Bank application form.

2. The Sick Leave Bank Board will have the authority to request additional information, including a request to the Superintendent to use Policy 4147 (Physical/Mental Examination.)

Revised: September 24, 2014
Adopted: June 15, 2015
Effective: July 1, 2014

Sick Leave Bank Application, *Administrative Procedure 4151.3*
(Re-enrollment or new application after initial year of employment.)

Name: _____

Employee ID No.: _____

Facility School Building: _____

This enrollment application to the Sick Leave Bank is governed by Policy 4151 for Teachers, Policy 4873 for Mental Health employees and Policy 4751 for Nurses along with Administrative Procedure 4151.2.

I hereby voluntarily enroll in the Sick Leave Bank, and grant permission for three (3) 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 Administrative Procedure 4151.2.

I understand that I may drop/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 drop/cancel my membership in the Sick Leave Bank by completing 4151.7, the Sick Leave Bank Drop Membership form.

Signed: _____

Date: _____

Return this form to the Office of Human Resources.

Approved by Superintendent, Richard P. Koeppe, October 13, 1986
Revised by Superintendent, Monte C. Moses, August 16, 2004

Sick Leave Bank Utilization Request Form, *Administrative Procedure 4151.4*

Name: _____ Employee ID No.: _____

Address: _____

Home Phone: _____ School: _____

Number of Years in Cherry Creek School District: _____

Number of leave days requested: _____

1. Coincident with a request to the Sick Leave Bank Board, a member must make application to the District's Long Term Disability 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 Sick Leave Bank Board to consider the request.
3. For your own protection, please read Policy 4151 for Teachers, Policy 4873 for Mental Health employees and Policy 4751 for Nurses along with Administrative Procedure 4151.2.
4. Before the Sick Leave Bank Board 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.
   b. Actual or expected date of return to work.
   c. A completed application form for long-term disability (LTD).
   d. A medical leave of absence request.

IMPORTANT:

- I understand that by signing below, I am waiving any privacy protection afforded me by Colorado law and/or District policy only as to the following: 1) SLBB members who review the documents as part of their SLBB membership duties and responsibilities; and 2) the documents insofar as they are used for SLBB purposes.
- The disclosure of this information is voluntary, and I have the right not to provide specifics of my medical condition to the Sick Leave Bank Board.
- I can refuse to sign this authorization. If I do not sign this authorization and do not provide the required documents, the Sick Leave Bank Board may not be able to approve my application for sick leave from the bank.

- I may inspect or copy the information to be used or disclosed.

Employee Name (please print): _____

Employee Signature: _____

Date: _____

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: _____

Revised: September 24, 2014
Adopted: June 15, 2015
Effective: July 1, 2014

Accumulated Sick Leave Compensation Application, ***Administrative Procedure 4151.6, 4873.2***

_____ _____

Name (Please Print) Location/Work Site

Pursuant to Policy 4151 (2)(A) or Policy 4873 (6), of the Board of Education of Cherry Creek School District, I hereby apply for compensation for accumulated sick leave.

1. Number of days of accumulated sick leave: _____

2. **Option A:**

   Number of days to be paid at substitute teacher rate: _____

   a) _____ X _____ = _____
   (# of days) (sub rate of pay)

OR

Option B:

Number of days in excess of 35 to be paid at 1/2 the employee's highest per diem rate during the last five years of employment.

b) _____ X _____ = _____
(# of days) (1/2 per diem)

AND/OR

3. Days to be paid at the per diem rate which the District and employee have mutually agreed to:

   _____ X _____ = _____
   (# of days) (current per diem)

4. **Adjustments**

   If any or all of the days of the accumulated sick leave are used prior to the effective date of separation, the total payment as reflected above shall be adjusted with respect to compensation for unused sick leave.

5. **Payment Schedule**

   If it is mutually agreed to by the retiree and the District, the retiree may work as a consultant in the District.

   Payment for the days worked will be based on the retiree's current per diem pay.

Payment for these days worked will be made the month following the days worked.

It is understood that any days worked as a consultant will be deducted from the retiree's accumulated sick leave.

_____ equal payments of $_____ paid _____

(monthly, yearly) commencing _____, 20_____.

In the future, the retiree may, at the District's option be asked to do additional work as a consultant. This work would be arranged by a separate agreement between the retiree and the District.

6. Upon my death, any unpaid portion of my accumulated sick leave compensation shall be due and payable in full to:

_____

my designated beneficiary, if payment can be made in such a manner under existing statutes.

Signature (Retiree): _____

Date: _____

For the District: Cherry Creek School District No. 5

Arapahoe County
State of Colorado

By: _____ Date: _____

Approved by Superintendent, Mary F. Chesley, July 1, 2009

Sick Leave Bank Drop Membership Form, *Administrative Procedure 4151.7*

Name: _____

Employee ID #: _____

Facility: _____

This form to drop membership in the sick leave bank is governed by Policy 4151 for Teachers, Policy 4873 for Mental Health employees and Policy 4751 for Nurses along with Administrative Procedure 4151.2.

My signature below indicates my understanding of the following:

1) I am dropping/canceling my membership in the sick leave bank and;

2) I waive any rights to any days contributed or assessed to the sick leave bank if I cancel my membership in the sick leave bank and;

3) I have the right to re-enroll in the sick leave bank subject to the conditions of Administrative Procedure 4151.2 (B) (2) Re-Enrollment.

Signed: _____

Date: _____

Return this form to the Office of Human Resources

Revised: February 15, 2012
Adopted: August 13, 2012
Effective: July 1, 2012

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

Extended Leaves of Absence, *Policy 4153*

1. General Provisions

Extended leaves of absence granted under this Policy will be without pay. All accrued benefits, credits and years of service will be restored to a teacher upon return to employment. No leave referred to in this Policy will be considered an interruption of service.

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

Superintendent.

A. A teacher whose leave does not exceed 18 weeks, not including breaks, holidays, and off-track time (for 4-track teachers) will return to the same school and position provided:

1. The exact days of leave are included in the leave application and approval;

2. the return date is prior to the last four weeks of the school year;

3. the returning teacher does not interfere with ongoing athletic season or other performance schedules in which the teacher is directly involved.

B. A teacher whose leave exceeds the above time will return only at the beginning of a semester, quarter, or other natural break in the school year. Every effort will be made to return the teacher to the same school.

While on extended leave without pay, if not otherwise provided for, a teacher will have the option to remain an active participant in benefit programs by contributing the full cost of the programs.

Except in cases of hardship, all teachers are expected to make application for leaves 30 calendar days prior to the commencement of the leave. All requests for approval will be made on the prescribed form. Teachers returning from such leave will be placed on the salary schedule at the step to which they would have been entitled prior to taking such leave based on service and paid leave completed prior to taking the unpaid leave. (See Policy 4141)

2. <u>Extended Health (Medical) Leave</u>

A teacher who is disabled due to illness or injury may apply for an Extended Medical Leave by submitting a request for such leave together with a certificate from a licensed and recognized physician confirming the nature and extent of the disability due to illness or injury.

Requests for medical leave will be granted for up to one (1) year when the disability is established. Extension of leave beyond that time is at the discretion of the District.

A teacher on an Extended Medical Health Leave seeking an extension must submit a certificate from a licensed and recognized physician establishing the teacher's continuing disability.

A teacher seeking to return from a medical leave, including a leave for disability reasons, must submit a certificate from a licensed and recognized physician establishing the teacher's fitness to perform the duties of his/her position.

A teacher who is pregnant will be granted medical leave, due to pregnancy related disability, for any period of time when she is unable to perform the duties of her position. See Policy 4151 and Administrative Procedure 4151.2 (Sick Leave Bank) for eligibility for paid sick leave. A teacher, who has recently delivered, may qualify for a Parenting Leave under Policy 4153 (3) below.

See District Policy GBGF regarding Family Medical Leave eligibility.

3. <u>Parenting Leave</u>

Upon written request, a teacher may be granted leave for the purpose of caring for children in the family. Such request must include the period of anticipated leave. In unusual circumstances, the period of leave may be extended.

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

4. Family Care Leave

Leave of absence, of up to one year, will be granted for the purpose of caring for a sick member of a teacher's immediate family or household, as defined in Sick Leave Policy. The illness is subject to verification.

5. Extended Leave under the provisions of the Family Medical Leave Act. (FMLA)

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

6. Extended Personal Leave

Any teacher, upon application and recommendation by the Superintendent, may be granted a leave of absence for a definite period of time without salary when such a leave would be beneficial to the District and the teacher. Such leaves may be for use in advanced study. All leaves of absence will be considered by the Superintendent with recommendations to the Board. Except in unusual circumstances, extended personal leave will not be granted probationary teachers. All employees must make application at least one month in advance of the beginning of such leave, except in cases of hardship.

7. Public Office Leave

Leave of absence without pay will be granted to a teacher for up to two years for the purpose of serving in public office. A teacher returning to the District after such leave will not qualify for a salary increment; however, professional growth credit may be accrued if previously arranged in the Professional Growth Plan.

8. Professional Development Leave

Teachers will be granted a leave for advanced study or for travel resulting in the professional growth of the teacher, provided such travel has been part of the teacher's approved Professional Growth Plan. Such leaves will not qualify the teacher for salary increment; however, professional growth credit may be accrued.

9. Professional Service Leave

Teachers may be granted a leave of absence for the purpose of serving in the Peace Corps, VISTA, or other such teaching experience. Upon return from such leave, the teacher will receive outside experience credit based on the period of service. The teacher will not receive more total experience credit than allowed under Policy 4141 (2)(D).

10. Exchange Teaching

Teachers will be granted one year leave for the purpose of exchange teaching. The following conditions will be observed:

A. Non-probationary teachers are eligible providing an acceptable person can be found with whom an exchange can be arranged.

B. Unless other salary arrangements are made, an exchange teacher from this District will be paid the salary to which that teacher is entitled as though on duty in this District.

C. Credit on the salary schedule and/or professional growth credit will be given for the time spent in exchange teaching.

11. Other Teaching Leave

Teachers may be granted a leave of absence for the purpose of working in an environment that offers them a unique cultural experience. American schools overseas may be considered.

The following conditions will be observed:

A. Leave will be granted for one and may be extended for one additional year.

B. Credit on the salary schedule and/or professional growth credit, as per Policy 4130, will be given.

12. Professional Organization Leave

Leave of absence without pay shall be granted to a teacher, for the term of the teacher's office but not to exceed two years, for the purpose of serving as a state or national officer in a recognized professional educational organization. Such leave may be extended by the Board for subsequent one-year periods. A teacher returning to the District after such leave will not qualify for a salary increment; however, professional growth credit may be accrued if previously arranged in the professional growth plan.

13. Additional Provisions

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

If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

Any additions, deletions or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.

Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

Revised: August 16, 2004
Adopted: August 16, 2004
Effective: July 1, 2004

Sabbatical Leave, *Policy 4152*

BEGINNING WITH THE 1995-96 SCHOOL YEAR,

NO SABBATICAL LEAVES WILL BE GRANTED

Sabbatical Leave will be for the purpose of improving instruction in the District and will involve activities related to individual professional growth and renewal, services to the school or District, or scholarly activity. It will be granted for one year or for such portion of a year as approved by the Board.

1.

A. Sabbatical Leave may be granted to a teacher who will have completed a minimum of six years of satisfactory and uninterrupted service at the time such Sabbatical Leave would begin. A leave of absence approved by the Board will not be considered to be an interruption of service.

B. To qualify for a year's service, the teacher must have taught 90 or more days for a total of four or more hours each day on a continuous assignment in a given school year. The "regular salary" will be equal to the percentage of a full-time position which the person held the year prior to the sabbatical leave.

C. Upon return from Sabbatical Leave, staff members will be required to work for the District for a minimum of one full school year for the minimum number of workdays as identified in Policy 4116.

D. A person will not be eligible for subsequent Sabbatical Leave until the minimum eligibility requirements have been completed upon return from an approved Sabbatical Leave.

2.

A. After six years of uninterrupted service to the District, compensation will be fifty percent of the teacher's regular salary (Ref. 1.B., above) for the contract year.

B. After eight years of uninterrupted service to the District, compensation will be eighty percent of the teacher's regular salary (Ref. 1.B., above) for the contract year.

C. After ten years of uninterrupted service to the District, compensation will be one hundred percent of the teacher's regular salary (Ref. 1.B., above) for the contract year.

3. The salary amount to be paid the teacher absent on Sabbatical Leave will be the salary to which the teacher would be entitled in the sabbatical year and will be paid on the usual monthly basis.

4. The teacher on Sabbatical Leave will retain teacher rights and receive regularly scheduled salary increases or reductions granted other employees.

5. Time spent on Sabbatical Leave will be counted as an active year in determining retirement eligibility and retirement benefits.

6. All requests for leave must be made on the prescribed form. Those individuals applying for Sabbatical Leave must have their requests reviewed by the Sabbatical Leave Committee and the Superintendent and then by the Board. Deadline for application for a Sabbatical Leave will be the second Monday of January of the year preceding the leave. The original application plus 14 copies must be turned in not later than 4:00 p.m. to the Office of Human Resources.

7. The Sabbatical Leave Committee is composed of six administrators, appointed by the Superintendent, and six teachers, appointed by the President of the Association. These committee members will be appropriately distributed among grade levels.

8. Candidates selected by a majority vote of the Sabbatical Leave Committee will be recommended to the Superintendent of Schools for his/her approval. The Superintendent will recommend approval of the leaves to the Board at the regular March Board Meeting.

9. The number of Sabbatical Leaves each calendar year will be based on the following formula:

   A one year Sabbatical Leave may be granted per 160 teaching position slots in the District or major fraction (80 plus 1). The number of teachers will be determined from the report to the Board given at the January Board Meeting.

10. Sabbatical Proposals must demonstrate a positive impact on instruction and follow the established guidelines.

11. Interruptions of Sabbatical Leave which do not permit the teacher to complete the approved program will place the teacher on an extended leave of absence to protect his/her status as to salary, teacher status, and retirement within the provisions of the Public Employees' Retirement Act.

12. The Sabbatical Leave Committee will communicate its rationale to those applicants whose applications were denied.

13. The committee may recommend alternative uses for no more than two of the total allocated sabbatical spots calculated at the average teacher salary.

(SEE MEMORANDUM OF AGREEMENT FOR SY 1995-96 AND 1996-97.)

Additional Provisions

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

If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

Any additions, deletions, or revisions to this policy will be distributed to those affected and be in effect after ratification by the Association membership and adoption by the Board.

Neither the recognized Association nor the Board can refuse to renegotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

In the event of a reduction of school funds, the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations will be reactivated on economic matters related to teachers' salaries and fringe benefits and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: March 13, 1995
Adopted: April 10, 1995
Effective: July 1, 1995

Leaves, Sabbatical, *Policy 4152.1*

1. Application for Sabbatical Leave of Absence

The submission deadline date for Sabbatical Leave of Absence Application (Administrative Procedure 4152.2) is the second Monday in January, by 4:00 p.m., to the Office of Human Resources.

The Sabbatical Leave of Absence Application will be typed and bound in a folder. The original and 14 copies must be submitted in this manner.

2. Procedure Guideline for a Sabbatical Leave of Absence

A. Acquire and fill out the application.

B. Meet with principal/supervisor to secure comments, signature, and documentation of support.

C. Hand deliver the completed application (original and 14 copies) to the Office of Human Resources and obtain receipt.

D. After the March Board Meeting, a notification of approval or disapproval will be made.

3. Criteria for Evaluation of Sabbatical Proposal

A. A Sabbatical Leave is an opportunity for a teacher to impact education through activities related to individual professional growth and renewal, service to the school or District, and/or scholarly activity.

B. The proposal will be evaluated on the thoroughness of the proposal as it relates to each of the following:

1. Timeline - an adequate and reasonable timeline.

2. Documentation - verification of the plan to include application/acceptance to academic programs, schedules of visitations, outline of conferences, or other areas where documentation is necessary and available.

3. Demonstration of Support - recommendation(s) of support from current supervisors, colleagues, and experts in the field.

4. Compatibility with identified goals and objectives of the:

   a. district,

   b. building, and

   c. personal/professional renewal.

C. The applicant will be evaluated by the documentation of the applicant's:

1. Professional contributions

2. Professional references

This documentation should indicate to the committee that the proposal would be completed.

D. The application for a Sabbatical Leave should positively correlate with the individual teacher's current, approved Professional Growth Plan.

4. <u>Agreements and Conditions of the Leave</u>

In submitting an application for a Sabbatical Leave, the teacher certifies to an understanding and agreement to the following conditions:

A. A Sabbatical Leave is an opportunity for a teacher to impact education through activities related to individual professional growth and renewal, service to the school or District, or scholarly activity.

B. The screening and selection process for a Sabbatical Leave will be made by the Sabbatical Leave Committee, recommended to the Superintendent, to be acted upon by the Board.

C. A Sabbatical Leave, once granted, may not be terminated before the date of expiration, except as listed in 4, F, 2 or by mutual agreement of the Board and the Sabbatical Leave recipient.

D. The compensation for a staff member on Sabbatical Leave shall be determined by Policy 4152.

E. Monthly retirement and other approved and appropriate deductions will be taken from the salary of a teacher on Sabbatical Leave. Each teacher on Sabbatical Leave is encouraged to contact the Public Employees Retirement Association to avoid loss of benefits or penalties while on leave.

F. Each teacher on Sabbatical Leave will be assigned an administrative supervisor whose role will be:

1. to determine the format and arrange to receive progress reports from the teacher on Sabbatical Leave including a comprehensive final report which will be made available to the Office of Staff Development at the conclusion of the experience.

2. to work with the teacher if substantial changes in the approved plan need to be made during the Sabbatical Leave of absence. The supervisor will approve these changes, or, if unable to do so, will recommend to the Board that the Sabbatical Leave be rescinded and compensation be forfeited.

G. Each teacher on Sabbatical Leave will develop a dissemination plan within 30 days of approval of the proposal. This plan will be developed in consultation with a committee which includes the administrative supervisor.

H. A teacher taking a Sabbatical Leave agrees to remain in the service of the Cherry Creek School District for one year immediately following the Sabbatical Leave. If an employee does not remain in the Cherry Creek School District for the one year following the Sabbatical Leave, the employee will repay the Board an amount of money which will bear the same relation to the amount granted as the unexpired period of service bears to one year. This rule does not apply in cases wherein the person becomes incapacitated to work or in cases wherein the rule is waived by the Board.

I. A teacher on Sabbatical Leave must notify the administrative supervisor by the 10th day after any accident, illness, or condition which does not permit the teacher to complete the approved program who, in turn, will notify the Superintendent.

J. The District will return the Sabbatical Leave recipient to the school to which they were previously assigned.

K. Failure of the District to fulfill agreements and conditions of Leave will release the recipient from obligations stated in Section H.

Approved by Superintendent Jim Huge, December 12, 1988

Application for Sabbatical Leave of Absence, *Administrative Procedure 4152.1*

SUBMISSION DEADLINE DATE FOR APPLICATION:

Second Monday in January, by 4:00 p.m. to the Office of Human Resources.

The application material is to be typed and secured in a folder. Submit the original and 14 additional copies. The Sabbatical Proposal must have all pages numbered and include a Table of Contents.

All of the following information is necessary in your proposal:

1. **PERSONAL DATA**

Name: _____ Date: _____

Address: _____
Number and Street City State Zip

Telephone: _____ _____
Home Work

Present Assignment: _____

(Attach this page as the cover letter for your proposal.)

2. **PROFESSIONAL RECORD**

A. Date of employment in the Cherry Creek School District.

B. Number of years of consecutive service, including this year.

C. Employment Record (most recent six years). Please list year, school, and assignment.

D. Purpose and Date(s) of previous leave(s) of absence without pay.

Include only leaves involving one semester or more.

E. Type, endorsement area(s), and expiration date of you current teaching certificate:

3. **PROFESSIONAL CONTRIBUTIONS**

Provide a summary of your significant professional contributions.

---

4. **PROFESSIONAL GROWTH PLAN**

Attach a copy of your current approved Professional Growth Plan.

5. **COMPONENTS OF THE PROPOSAL**

The proposal must be thorough and include all of the following components.

A. Overview and Rationale

1. Briefly outline and explain the major elements of your Sabbatical Leave proposal.

2. Your proposal should indicate how your Sabbatical Leave will have a positive effect on instruction through activities related to individual professional growth and renewal, service to the school or district, or scholarly activity.

B. Outline and Timeline

Present an outline of the proposal in sequential order. When possible, include dates and amount of time allocated for each activity.

C. Proposal Documentation

Attach verification of the proposal components including the following:

1. acceptance to academic programs or explanation of how the candidate has met the criteria for acceptance,

2. schedules of visitations,

3. lists of conferences, clinics, classes, or workshops that will be attended,

4. documentation of availability of, or acceptance to, any other pertinent areas within the proposal.

D. Demonstration of Support

Attach support forms from appropriate individuals.

1. Support forms that document recommendation of the proposal must be completed by the building principal. Other support may be supplied by supervisors, district administrators or committee chairpersons, professional colleagues, university professors, or other experts in the field.

2. Support forms that provide personal references to document the applicant's commitment to the proposal and the ability to complete it satisfactorily should also be included.

E. Compatibility With Identified Goals and Objectives

1. District Goals: Indicate how the proposal contributes to the achievement of one or more of these identified goals.

Goal I: Provisions for greater personalization of the program including a broader range of alternative programs available to all students.

Goal II: Increased professionalization of instructional staff.

Goal III: Evaluation and revision of the educational program offered all students.

Goal IV: Revision and upgrading of certain services to support the educational program and to better meet the needs of the community.

Goal V: Improved opportunity for community involvement in school and District programs and activities with a broadened range of services to the community by Cherry Creek Schools.

2. Building Goals: Please refer to individual school improvement plans. Indicate how the proposal contributes to the achievement of one or more of these identified goals.

3. Personal/Professional Renewal Goals: Please refer to individual Professional Growth Plan. Indicate how the proposal contributes to the achievement of one or more of these identified goals.

6. **SIGNATURE**

Applicant certifies as follows:

I have read the applicable Policy and Procedure statements governing a Sabbatical Leave of Absence. In requesting this Sabbatical Leave of Absence, I agree to the Policy and Procedures as conditions of an approved Leave.

I understand that the granting of such Sabbatical Leave is subject to approval of the Board of Education upon the recommendation of the Superintendent of Schools of the Cherry Creek School District.

This application, if approved, and the agreements herein contained shall constitute an amendment to the employment agreement between the Board of Education of the Cherry Creek School District and me, dated:

_____, 20_____

_____

(Signature of Applicant)

Demonstration of Support/Professional Recommendation

I, _____, am applying for a Sabbatical Leave of Absence for the 20_____ - 20_____ school year. The Cherry Creek School District Administrative Procedure for Sabbatical Leaves states:

A Sabbatical Leave is an opportunity for a teacher to impact education through activities related to individual professional growth and renewal, service to the school or District, or scholarly activity.

Please complete this form as your demonstration of support for my proposal and my ability to satisfactorily complete it. Directions are given below.

A professional evaluation of the applicant's Sabbatical Leave Proposal is important to both the individual and the District. Please complete both pages of the form. Any additional comments may be included in a separate typed letter of support.

RESPONDENT INFORMATION

NAME: _____ TITLE/POSITION: _____

BUSINESS PHONE: _____

ADDRESS: _____

SIGNATURE: _____

DATE: _____

_____

Applicant's Name

The Sabbatical Leave Committee will make judgments concerning Sabbatical Leaves based on criteria which include professional recommendations. Please respond to the following. Circle the appropriate number:

5	4	3	2	1	NK
High support	Above Average support	Average support	Minimum support	Do Not support	No Knowledge

1. I endorse the Sabbatical Leave proposal.

   5 4 3 2 1 NK

2. I endorse the applicant's ability to complete the Sabbatical Leave.

   5 4 3 2 1 NK

3. The Sabbatical Leave plan reflects the applicant's Professional Growth Plan.

   5 4 3 2 1 NK

4. The timeline of the Sabbatical Leave is adequate and reasonable.

   5 4 3 2 1 NK

5. The Sabbatical Leave proposal reflects the goals and objectives identified by the District.

   5 4 3 2 1 NK

6. The Sabbatical Leave proposal reflects the priorities identified by the individual building.

   5 4 3 2 1 NK

7. The Sabbatical Leave proposal supports the applicant's personal/professional renewal goals.

ADDITIONAL COMMENTS: _____

_____

Approved by Superintendent Richard P. Koeppe, June 8, 1987.

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

Athletic Attendance, *Policy 4043*

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

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

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

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

A. <u>Physical Examination - All Employees</u>

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

B. <u>Required Examination During Employment - All Employee</u>

1. The Superintendent or designee may require any employee within the School District to submit to a physical or mental examination, when he/she has reasonable suspicion to believe:

   (a) the welfare of the employee, students or other employees justifies such examination; or

   (b) that the employee's ability to perform his or her duties is impaired due to physical or mental reasons.

   The School 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 School District. In such event, the private physician will be paid, by the School District, an amount equal to the amount usually and customarily paid by the School 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 School 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. <u>Alcohol and Controlled Substance (Drugs) Testing for Commercial Driver's License (CDL) Employees</u>

(a) The Omnibus Transportation Employee Testing Act of 1991 (the "ACT") and Department of Transportation rules, procedures and regulations (the "Regulations") require that the District conduct pre-employment/pre-duty, random, reasonable suspicion, post-accident, return to duty and follow-up testing of all District employees required to obtain a Commercial Driver's License ("CDL").

(b) All alcohol and controlled substance testing performed under and pursuant to this Section C, will be conducted in accordance with federal regulations, the Act and procedures adopted by the District.

(1) Controlled substance testing will be conducted by means of a urine specimen collected and tested by a laboratory certified by the U.S. Department of Health and Human Services.

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

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

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

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

1. Pre-employment testing shall be administered to all applicants offered a position in the District requiring a CDL prior to the first time the employee performs any safety-sensitive functions for the District.

2. Random alcohol testing shall be conducted at any time period surrounding the performance of safety-related functions, which includes just before or just after the employee performs the safety-related function. Random controlled substance testing shall be performed anytime while the employee is at work.

3. Reasonable suspicion testing will be conducted of any employee when a determination and observation is made by a trained supervisor and he has a reasonable suspicion to believe any employee has violated the District's policies and/or federal regulations relating to alcohol or controlled substance use or possession.

4. Post-accident testing will be conducted on any employee involved in an accident which results in the loss of human life or if the employee receives a citation for a moving traffic violation arising out of an accident.

5. Return to duty testing will be required prior to an employee being reinstated, if at all, after an employee has tested positive for prohibited alcohol concentration levels or the presence of a controlled substance and after the employee has undergone an evaluation by a substance abuse professional except as noted in No. 6 below.

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

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

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

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

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

Revised: December 12, 1994

Adopted: January 9, 1995

Communicable or Life-Threatening Diseases, *Policy 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. <u>Return to Duty</u>

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

F. <u>Termination of Employment</u>

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. <u>Confidentiality</u>

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

Collaboration and Conflict Resolution to Prevent Workplace Bullying, *Policy 4138*

1. Policy Summary

a. The Cherry Creek School District is committed to working collaboratively among stakeholders to encourage and support a school and workplace climate conducive to teaching and learning while ensuring that all CCSD employees have a safe workplace, one where all employees are equally accountable for creating and maintaining a safe culture. The District considers workplace bullying to be unacceptable and shall not be tolerated.

b. The prevention of workplace bullying, as well as the prevention of retaliation against individuals who report acts of workplace bullying, requires a system-wide effort involving prevention, intervention, reporting, investigation and resolution.

c. Building administrators and ARs will commit to meeting with the goal of effectively addressing building concerns as they arise and cultivate an ongoing collaborative relationship. Cooperation is imperative throughout this process.

d. Differences of opinion, interpersonal conflicts, and occasional problems in working relations are an inevitable part of working life and do not necessarily constitute workplace bullying.

2. Policy Statement

a. Prohibited Conduct

Bullying behavior is often persistent and part of a pattern, but it can also occur as a single event. This is defined as conduct that is unwelcome, repeated, deliberate, hurtful,

threatening, humiliating, intimidating, or acts of sabotage. These behaviors, whether verbal, physical or otherwise, interfere with work and may create a hostile, offensive and/or toxic workplace. These behaviors are typically conducted by one or more employees against another employee or other employees. Workplace bullying often involves an abuse or misuse of power and authority.

Examples of workplace bullying may include but are not limited to the following:

1. Conduct that a reasonable person would find hostile, offensive, and unrelated to the employer's legitimate business interest;
2. Spreading misinformation or malicious rumors;
3. Behavior or language that frightens, humiliates, belittles, or degrades, including criticism or feedback that is delivered with yelling, screaming, threats, insults, angry outbursts, excessive profanity or name calling;
4. Excessive monitoring or micro-managing;
5. Making repeated inappropriate comments about a person's appearance, lifestyle, family, or culture;
6. Regularly teasing or making someone the brunt of pranks or practical jokes;
7. Interfering with a person's personal property or work equipment;
8. Circulating inappropriate or embarrassing photos or videos via e-mail or social media;
9. Unwarranted physical contact;
10. Purposefully excluding, isolating, or marginalizing a person from normal work activities;
11. Being held to a different standard than the rest of an employee's work group;
12. Work overload, unrealistic expectations and or meaningless tasks; and/or
13. Encouragement of others to turn against the targeted employee.

B. Workplace Bullying vs. Supervision

It is important to distinguish between workplace bullying behavior and appropriate workplace supervision by administration. Reasonable administrative actions include, but are not limited to, the following:

1. Providing performance evaluations;
2. Providing constructive feedback;
3. Scheduling ongoing meetings to address performance issues, including Directed Improvement Plans;
4. Setting performance goals, standards and deadlines;

5. Implementing organizational changes;
6. Counseling and/or disciplining an employee for misconduct; and/or
7. Investigating alleged misconduct.

Nothing in this language limits the District's responsibility and authority to evaluate employees and to make hiring, non-renewal, and termination decisions in accordance with applicable law and CCSD School Board Policy.

C. Periodic and Ongoing Professional Development

1. The District, in partnership with CCEA, will develop and implement procedures for periodic and ongoing professional development on workplace bullying prevention, which includes this policy. This professional development is designed to increase understanding and awareness of the prevalence, causes, and consequences of workplace bullying. The overarching goal of this professional development is to solve issues at the building level.
2. The District in collaboration with CCEA, will ensure that professional development on workplace bullying prevention / conflict resolution is provided annually to all principals and building association representatives. This training will be provided at the beginning of each school year.

3. <u>Procedure for Reporting Workplace Bullying/Conflict</u>

A. Reporting an allegation

1. The first step will be collaboration at the building level. The employee will provide information of the bullying / conflict to the building principal and, if appropriate, a staff representative such as a building AR. All parties will work collaboratively to resolve the issue in a timely manner.
2. Employees making reports of workplace bullying will discuss with all involved parties the possible options for resolving violations of this policy.
3. In the event a resolution to the conflict cannot be reached at the building level, the issue will be escalated to the Office of Employee Relations and, if appropriate, CCEA Leadership (e.g. CCEA President and/or his or her assigned representative) who will work to jointly reach a solution. The solution obtained at this level is final.
4. The District will not respond to reports of bullying brought anonymously or by third parties not directly involved in the complaint.
5. In accordance with Human Resources Policy, retaliation is prohibited.

4. <u>Policy Definitions</u>

1. The term "teacher," "nurse," or "mental health employee" may be substituted herein for the term "employee" as the context requires.
2. The term "administration" and/or "administrator(s)" as used in policy will

mean a collective body of persons who manage, administer, or direct the total educational enterprise of the District in whole or any part thereof. (e.g. principal, assistant principal, and/or any member of the District's Leadership Team).

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

4. A Teacher on Special Assignment or "TOSA," Coordinator of Student Achievement or "COSA" or any other non-administrator positions such as (PASS, deans, athletic directors, department heads, school counselors, instructional coaches, talent/gifted coordinators, evaluators, etc.) used in this policy are teachers who serve in quasi-administrative roles.

5. <u>Additional Provisions</u>

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

2. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

4. Any additions, deletions or revisions to this policy will be distributed to those affected and will be in effect after ratification by the Association Membership and adoption of the Board.

5. Neither the recognized Association nor the Board can refuse to negotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 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.

Created: April 26, 2018
Adopted: August 13, 2018
Effective: July 1, 2018

Attendance of Children of Employees, *Policy 4143*

1. <u>Attendance of Children of District Teachers Who Are Not District Residents</u>

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 teachers on a space available basis before other non-resident students.

2. <u>Additional Provisions</u>

The terms of this Policy will continue in full force and effect unless changed through the

negotiations process as set forth in Policy 4135.

If any provision of this Policy is found contrary to law, then such pro-vision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

Any additions, deletions or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.

Neither the recognized Association nor the Board can refuse to renegotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

In the event of a reduction of school funds, the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations will be reactivated on economic matters related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: May 26, 2015
Adopted: June 15, 2015
Effective: July 1, 2014

Physical/Mental Examination, *Policy 4147*

A. Pre-Employment Examination

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

B. Required Examination During Employment

The Superintendent or designee may require any employee within the District to submit to a physical or mental examination when he/she has reasonable cause to believe:

1. The health or safety of the employee, students or other employees is jeopardized due to physical or mental reasons; or

2. The employee's behavior indicates that the employee's ability to perform his/her duties is impaired due to physical or mental reasons.

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

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

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

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

C. Additional Provisions

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

If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

Any additions, deletions or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.

Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in the section) through the remainder of teachers' annual contract year.

Revised: September 24, 1999
Adopted: September 24, 1999
Effective: July 1, 1999

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

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

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

Approved by Superintendent Jim Huge, December 12, 1988

Communicable and Life Threatening Diseases, *Policy 4147.2*

A. Purpose

This procedure establishes a mutually-beneficial process between an ill teacher and the District to insure that the health or safety of the teacher, 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 both 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 which may also be sought.

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

E. Return to Duty

If an ill staff member is determined to be fit for continued duty, the supervisor will be informed of the employee's medical condition, the reasonable accommodations/precautions, if any, to be observed in the work setting, and any other

factors that would warrant the reconsideration of continued duty. A regular schedule of medical examinations or evaluations for continued employment may be required.

F. Termination of Employment

If a staff member is determined to be unfit for continued duty, he/she will be entitled to the use of accumulated paid sick leave, sick leave bank provisions (if applicable), and medical leave of absence as outlined in District Policy.

After all leave options are exhausted and the employee is still not deemed fit to resume duties, employment will be terminated by the employee's resignation or retirement, or by Board of Education action including initiation of dismissal proceedings under applicable Colorado Statute or District policies.

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 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