



Dedicated to Excellence
CherryCreekSchools

Teachers

2013 - 2014

Board of Education
Policies and Negotiated Agreement

**Teacher Personnel Policies 4100 Series
General District Policies 4000 Series
School Operations Policies Alpha Series**

	<u>Policy #</u>	<u>Page #</u>
<u>General Provisions</u>		
Activity Tickets / Attendance of Children of Employees	4143	131
Activity Tickets	4043	264
Definition of Licensed Personnel	4008	255
District Mission	AD	295
School District Goals and Objectives	AD-R	296
Educational Task Forces	4161	183
Employee – Board of Education Relationships	4002	247
Organizational Membership	4013	262
Political Activities	4006	254
Publication of Articles	4003	248
Site-Based Management Model	MOU	249
Task Force on Guidelines on Employee Interaction with Technology	MOU	251
<u>Benefits / Insurance</u>		
Expenditure of Funds for Dental and Vision Insurance Participants	MOU	136
Insurance	4044	265
Coordination and Collection of Insurance Premiums for		
Employees on Unpaid Leave of Absence	4044.1	266
Insurance Benefits	4144	132
Insurance Committee	MOU	137
Insurance Preamble	MOU	138
<u>Discrimination / Harassment</u>		
Equal Employment Opportunity and Affirmative Action	4001	245
Responsibilities for Licensed and Classified Personnel	4001.1	246
Intimidation, Harassment and Hazing	ACC	293
Intimidation, Harassment and Hazing (Regulation)	ACC-R	294
Nondiscrimination / Equal Opportunity	AC	275
Nondiscrimination on the Basis of Sex (Compliance with Title IX)	AC R-1	279
Sexual Discrimination and Harassment	AC R-2	280
Sexual Harassment (Grievance Procedure – Staff Members)	AC R-3	282
Sexual Harassment of Students	AC R-4	283
Sexual Harassment of Students (Grievance Procedure)	AC R-5	285
Nondiscrimination on the Basis of Ethnicity and Race	AC R-6	287
Nondiscrimination on the Basis of Handicap / Disability	AC R-7	289
Human Relations	AC R-8	290
Nondiscrimination on the Basis of Ethnicity and Race (Ethnic		
Intimidation / Harassment)	ACB	292

	<u>Policy #</u>	<u>Page #</u>
<u>Employment / Evaluation</u>		
Employment	4015	263
Individual Records	4113	4
Licensed Personnel Performance Evaluation/Compliance...	4170	186
Evaluations of Satisfactorily Performing Non-Probationary Teachers, Nurses & Mental Health Employees...	MOU	204
Goals for 2009 – 2010 School Year (Form)	4170.1	206
Observation Record	4170.2	210
Mid-Year Formative Feedback, Probationary Teacher	4170.3	223
Summative Evaluation Report, Probationary Teacher	4170.4	229
Performance Evaluation	4170.5	235
Plan for Growth / Improvement, Plan II, Summative Teacher Evaluation (Form)	4170.6	240
Plan III, Summative Teacher Evaluation (Form)	4170.7	241
Record of Professional Growth in Non-Evaluation Years	4170.8	243
Recruitment, Selection and Filling Vacancies	4110	1
Reduction in Force	4160	180
Renewal of Contracts – Probationary Teachers	4173	244
Statutory Provision Regarding Unpaid Leave for Displaced Teachers	MOU	11
Teacher Displacement & Involuntary Transfer	MOU	12
Teacher Evaluation Policy 4170	MOU	185
Teacher’s Role	4117	28
Term of Employment	4111	3
<u>Leaves / Absences</u>		
Extended Leaves of Absence	4153	176
Federally-Mandated Family Medical Leave Act	GBGF	319
Federally-Mandated Family Medical Leave Act (Regulation)	GFGF-R	321
Military Leave, Jury Duty Leave, Subpoenaed Witness	4051	274
Sabbatical Leave (Suspended) See S.T.A.R. Program MOU below	4152	164
S.T.A.R. Program	MOU	167
Leaves, Sabbatical (Suspended)	4152.1	168
Application for Sabbatical Leave of Absence (Suspended)	4152.2	171
Temporary Paid Leaves of Absence	4151	144
General Leave Verification Form	4151.1	151
Sick Leave Bank	4151.2	153
Sick Leave Bank Application	4151.3	158
Sick Leave Bank Utilization Request Form	4151.4	159
Accumulated Sick Leave Compensation Application	4151.6	161
Sick Leave Bank, Drop Membership Form	4151.7	163

	<u>Policy #</u>	<u>Page #</u>
<u>Legal Provisions</u>		
Drug and Tobacco-Free Schools	ADC	297
Drug-Free Workplace	4048	273
Electronic Mail	EGA	308
Networked Electronic Information Resources	EHC	311
Public Concerns / Complaints about Instructional Resources	KEC	328
Public Concerns / Complaints about Teaching Methods, Activities or Presentations	KEF	331
Reporting Child Abuse / Child Protection	JLF	325
Reporting Child Abuse / Child Protection (Regulation)	JLF-R	326
Safe Schools	ADD	299
Safe Schools	ADD-E	301
<u>Medical & Health Provisions</u>		
Physical and Mental Examinations and Alcohol and Controlled Substance Testing	4047	267
Communicable and Life-Threatening Diseases	4047.2	271
Physical / Mental Examination	4147	139
Physical / Mental Examination – Drug / Alcohol Screening	4147.1	141
Communicable and Life Threatening Diseases	4147.2	142
Prevention of Disease / Infection Transmission (Handling Body Fluids)	EBBA	303
Prevention of Disease / Infection Transmission (Handling Body Fluids) (Regulation)	EBBA-R	304
<u>Professional Growth</u>		
Professional Growth	4130	43
Professional Growth	4130.1	51
Professional Growth – Original Plan	4130.2	53
Professional Growth – Revised Plan	4130.3	54
Professional Growth – Request for Horizontal Advancement	4130.4	55
<u>Retirement</u>		
Resignation / Retirement	4119	30
Retirement, Application and Agreement	4119.1	35
<u>Salary / Compensation</u>		
Salary	4141	85
Career & Technical Education Teachers	4141.4	108
Four-Track Teachers Substituting in their Same Position/ Teachers Splitting-Up a Short Term (Policy 4141)	MOU	111
Notification for National Board Certification Payment	4141.2	105
Salary Schedule	4141	91

	<u>Policy #</u>	<u>Page #</u>
Special Professional Growth for Policy 4141 and 4870	MOU	101
Special Professional Growth Plan – 105% Payment	4141.3	106
Student Achievement Incentive Plan (SAIP) for Teachers and Mental Health Employees at Maximum	4141.1	102
Supplementary Pay	4142	112
Guidelines for Interest Club Job Descriptions / Application	4142.2	122
Pay for Supplemental Activity and Athletics Advisors / Coaches	4142.1	120
Supplemental Job Description Application	4142.3	124
Supplementary Pay	MOU	130
Supplemental Pay Schedule	4142.4	129
Travel Reimbursement	4010	256

Substitute / Student Teachers

Resident Teachers	4124	41
Student Teachers	4123	39
Arrangement for the Assignment of Student Teachers	4123.1	40
Substitute and Short-Term Teachers	4121	37
Substitute Teaching Day	4121.1	38
Summer School Teachers	4125	42

Teachers' and Association's Rights / Grievance Procedures

Negotiated Policy	4135	65
Negotiated Teacher Rights	4134	56
Teacher Grievance Procedures	4136	77
Grievance Form A	4136.1	83
Grievance Form B	4136.2	84

Transfer Procedures

Acceptance to a Different Position / Transfer / Displacement / Exchange	4115	5
Transfer	4115.1	7
Teacher Displacement	4115.2	10
Transfer Application	4115.3	15
Form regarding Disposition of Transfer Request	4115.4	17

Worker's Compensation

Worker's Compensation	4012	257
Worker's Compensation Claims Procedures	4012.1	258

Work Year / Workload

Teacher Work Year, Teaching Hours and Teaching Schedule	4116	18
Scheduling of After-School Meetings	4116.1	26
School Closure	4116.2	27

Recruitment, Selection and Filling Vacancies**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.

TEACHING PERSONNEL

Policy: 4110

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

Term of Employment

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

Individual Records

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**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

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

Statutory Authority

Whenever the District takes action to displace a non-probationary teacher from his/her assignment at the school/worksite in which he/she is currently working pursuant to C.R.S. §22-63-202(2)(c.5)(I-VII) (i.e., due to a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution), the District will comply with and adhere to the law.

In cases of the need for displacement, the District will, as a courtesy, notify the CCEA President of the affected school(s) and position(s), no later than twenty-four (24) hours after the decision is made to displace the teacher(s) and prior to notification to the displaced teacher(s).

Displaced Non-probationary Teachers – Unpaid Leave

See Memorandum of Understanding titled “Statutory Provision Regarding Unpaid Leave for Displaced Teachers.”

Revised: June 25, 2013

Adopted: February 10, 2014

Effective: July 1, 2013

MEMORANDUM OF UNDERSTANDING

Statutory Provision Regarding Unpaid Leave for Displaced Teachers

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 in Administrative Procedure 4115.2 have been followed. 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(A)(2) (Payment for Accumulated Sick Leave), and priority participation in Policy 4119 (Resignation/Retirement).

Revised: June 25, 2013

Adopted: February 10, 2014

Effective: July 1, 2013

MEMORANDUM OF UNDERSTANDING

Teacher Displacement & Involuntary Transfer

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.

MEMORANDUM OF UNDERSTANDING

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.

MEMORANDUM OF UNDERSTANDING

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

Cherry Creek School District

Transfer Application

**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

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

Teacher Work Year, Teaching Hours and Teaching Schedule**A. 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 non-probationary teachers will be one hundred eighty-five (185) days. A regular contract for probationary 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 ($\frac{1}{2}$) 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 elementary 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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) Adjustments in Teacher Planning Time

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.

G. Compensation for Substitution

See Policy 4141 (U) for payment information.

H. 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.

I. 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 12, 2012
Adopted: August 13, 2012
Effective: July 1, 2012

Scheduling of After-School Meetings

**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

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. Koeppel, September 13, 1982.

Revised by Superintendent, Mary F. Chesley, July 1, 2009.

Teacher's Role

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.

TEACHING PERSONNEL

Policy: 4117

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/RetirementResignation

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. 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 BonusA. 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 of service to the District (Board-approved leaves of absence are not considered a break of 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 (E)(1)(C)).
2. "Full-time," for purposes of this policy, is defined as meeting the criteria for vertical movement on the salary schedule per policy 4141(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 (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(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. 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 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, 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:

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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(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.
- (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, 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 January 15, 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 36 months or years up to three years. In no case shall payment be made in less than two 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.

Additional Provisions

The terms of this policy shall 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 shall 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 shall be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board of Education.

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.

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: May 2, 2012
Adopted: August 13, 2012
Effective: July 1, 2012

Retirement

Application and Agreement

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

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

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

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

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

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

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

Professional Growth

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, attach pertinent documentation and submit them to the appropriate supervisor(s) for approval. 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 appropriate with the approved professional growth plan, 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 were received in the Office of Human Resources.
- F. Completed activities will be promptly approved or disapproved by the supervisor and will be forwarded to the Office of Human Resources. 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.
- G. 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	<p>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.</p> <p>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.</p>	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	<p>School-wide workshops and/or in-services <u>must be</u> sponsored or approved by the Office of Staff Development.</p> <p>District-wide workshops and/or in-services <u>must be</u> sponsored or approved by the Office of Staff Development.</p> <p>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.</p> <p>Workshops and in-services meeting the above requirements that take place during the workday, in whole or part, shall nevertheless be eligible for credit.</p>	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: <ol style="list-style-type: none"> a) Extends the person and his/her cultural understanding. b) Provides for visitation of educational programs or other activities which encourage or 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. 	One (1) semester hour for each week of approved travel activity or major fraction thereof. 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a) Involvement is clearly beyond the teacher’s present level of knowledge and skills. b) Involvement is related to the teacher’s principle contract area or other assignments and responsibilities. 	To be planned and approved in advance by the principal and the Office of Staff Development. A maximum of four (4) semester hours for each column of horizontal advancement may be earned.

F. 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	<p>Supervision of a Student Teacher, Intern, Resident Teacher, or Beginning Teacher must satisfy all of the following criteria:</p> <ul style="list-style-type: none"> 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. 	<p>A maximum of two (2) semester hours of credit for each column of horizontal advancement may be earned.</p> <p>The designated official or the sponsoring institution and the principal or supervisor will verify that supervision was successfully completed.</p>

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: August 11, 2008

Adopted: August 11, 2008

Effective: July 1, 2008

Professional Growth

Professional growth development as defined by the teacher's Professional Growth Plan, and horizontal advancement on the salary schedule are addressed in this procedure.

1. 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.

2. Review of Specific Intention to Fulfill Current Professional Growth Activity

The Professional Growth Plan will be reviewed during the teacher's evaluation/remediation process.

3. 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.

4. Steps Toward Horizontal Advancement on the Salary Schedule

- 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
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

Revised Plan
Professional Growth

(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 (Qtr Hr x 0.66 = Sem Hr)
B	District Approved Activities(Workshops/ In-services)	15	E	Work Experience Program	4	
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: _____

Negotiated Teacher Rights**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 File

1. The District will maintain an official personnel file/record in the Office of Human Resources for each teacher.
 - a. Building level files/records are not part of the official District personnel file/record of the teacher.
 - b. The teacher will have the right to review the contents of his/her building file/record and/or the official District personnel file/record.
 - c. If a teacher requests a copy of material contained within his/her building file/record and/or the official District personnel file/record, the District will provide such documentation without cost.
2. Only the teacher, authorized District employees and individuals authorized by the teacher may view the teacher's official District personnel file/record.
 - a. The Assistant Superintendent of Human Resources will allow access to a teacher's official District personnel file only in the following instances:

- i. To personnel of the Office of Human Resources who are conducting routine duties associated with their job responsibilities; or
 - ii. to designees of the Assistant Superintendent of Human Resources who are conducting business of the District in accordance with their job responsibilities.
 - b. The Office of Human Resources office will keep a log of all individuals who access the teacher's personnel file/record 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.
 - c. The District will provide a copy of this log to the teacher if the teacher requests it.
 - d. 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 the District must notify the teacher within three (3) workdays.
3. 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. 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.
 4. The District will keep health, grievance, and administrative leave files/records separate from other personnel file/records. Access to these file/records must be restricted only to those District employees who have a direct need as determined by the Assistant Superintendent of Human Resources. Anytime these types of personnel files/records are accessed, 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 be aware of such access.
 5. 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. The process for addressing criticism or concerns brought to an administrator regarding a specific teacher is:
 - a. 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.
 - b. 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.
 - c. 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.

- d. The intent of this section is to ensure that concerns are addressed in a timely manner and that the parties involved are aware of the process for considering the concern.
2. 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.

3. Documentation of materials of a critical or derogatory nature will not become part of a teacher's official District personnel file/record unless the following conditions are met:
 - a. When an administrator receives information, which, in the administrator's judgment, could become part of the process as outlined in (E)(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)(2) above.
 - b. Only a document, which has a signature from a supervising administrator and the teacher may be placed in the personnel file/record, subject to section (3)(d) below. No anonymous materials will be placed into the personnel file/record.
 - c. If the supervising administrator intends to place any document in the teacher's file that is critical, derogatory in nature or may adversely affect the teacher's employment status, the administrator shall meet with the teacher and present him/her with two (2) signed copies of the document. Upon request by the teacher, a PDF copy of this document will be sent via electronic e-mail to the teacher's personal address(es) provided by the teacher at the time of this meeting.
 - i. The teacher will sign the document within thirty (30) workdays and return one (1) copy of it with her/his signature to the supervising administrator.
 - ii. The teacher's signature will not indicate agreement with the content of the document.
 - iii. The teacher will retain an original of the signed document(s).

- d. Any such document not signed by the teacher within thirty (30) workdays of presentation will be placed within the teacher's personnel file. The administrator will note on the document that the teacher failed to sign the document after proper notice was given pursuant to section E(3)(c) above and a copy of the noted document provided to the teacher.
 - e. The teacher shall have the right to attach a written response to any document filed in her/his official District personnel file/record.
 - i. Upon receiving notice of the document being placed into her/his official District personnel file/record, the teacher shall have thirty (30) working days to submit a written response. The teacher will sign the response.
 - ii. 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.
 - iii. The teacher's written response, if any, shall be attached to the document to which it pertains.
 - f. 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 section (E)(3)(e) except that the building supervisor/administrator shall assume all responsibilities identified for the Assistant Superintendent of Human Resources.
 - g. 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 official District personnel file/record, consideration will be given to removing a notation, which reflects adversely upon the teacher from the file/record. 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 section pertains to ratings or comments on evaluations or observations.
 - h. 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.
4. 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.

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

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. Notification of Garnishment of Wages and Child Support Reporting

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. Electronic Devices

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. Payment for Damages to Personal Property

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

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. District and Other Equipment and Technology.

1. When employees are issued or entrusted with District "electronic communication devices" (ECDs) which include but not limited to: cell/smart phones, walkie-talkies, 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. Protection and Safety

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:
 - Directs personal insults (whether transmitted in writing, orally, or by electronic means) that are likely to incite an immediate adverse response from the person(s) being addressed.
 - Threatens the employee with physical harm or actually harms a person.
 - Damages, defaces or destroys private property of any person.
 - Commits an act of harassment or intimidation (as defined by statute).
 - Places a person in position of feeling at risk of emotional or psychological harm.

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

O. 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 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. 14-114-111.5 (Child Support Enforcement Procedures)

Revised: June 25, 2013

Adopted: September 9, 2013

Effective: July 1, 2013

Negotiated Policy**1. Definitions**

- A. The term “Teacher” as used in policy will mean and include any licensed person whose pay is determined by the Teacher Salary Schedule, employed to instruct or to administer, direct or supervise the instructional program of the District, and who assumes one or more of the following positions:
- | | |
|--------------------------------|------------------------|
| (1) Classroom teacher | (5) Librarian |
| (2) Subject matter coordinator | (6) Special education |
| (3) Speech therapist | (7) Special assignment |
| (4) Counselor | (8) Team leader |
- B. The term “Administration” as defined in policy will mean a collective body of persons who manage, administer or direct the total educational enterprise of District in whole or any part thereof. Administration will include all persons who hold an administrative license or an equivalent thereof and who are appointed by the Office of the Superintendent, who are paid in accordance with board policy for administrators, to assume full time one or more of the following responsibilities:
- (1) Supervise, appraise and evaluate licensed and/or classified personnel,
 - (2) Allocate and expend certain designated school funds,
 - (3) Provide consultative services to licensed and/or classified personnel,
 - (4) Provide services to licensed, classified or support personnel primarily aimed toward improving instruction, or the delivery of other student support services.
 - (5) Supervise the maintenance and operation of the plant or facility or unit to which assigned,
 - (6) Direct, supervise, and evaluate assignments projects, programs or operations designated by the Office of the Superintendent (i.e., special projects, Federal/State projects). The above should not be interpreted to mean that members of the administration may also assume teaching, mental health or nursing responsibilities except on a temporary, substituting basis.
- C. The term “Board” as used in policy will mean the Board of Education of School District No. 5, County of Arapahoe and State of Colorado.
- D. The term “Association” as used in policy will mean the Cherry Creek Education Association, Incorporated.
- E. The term “District” as used in policy will mean Cherry Creek School District No. 5, in the County of Arapahoe and State of Colorado.

- F. The term “Superintendent” as used in policy will mean the Chief Executive Officer of the Cherry Creek School District No. 5 or designee.
- G. The term “School Calendar Year” as used in policy will mean the period of time as specified in Policy 4116.
- H. The term “Board Representatives” as used in policy will mean the members of the District Negotiations Team (DNT) appointed to represent the Board of Education in negotiations with the Association.
- I. The term “Association Representatives” as used in policy will mean the members of the Professional Negotiations Team (PNT) selected by the Association.
- J. The term “Negotiating Unit” as used in policy will mean all employees paid on the Teacher Salary Schedule.
- K. The term “Mediator” as used in policy will mean a person qualified by training and/or experience to assist in the resolution of a disagreement.
- L. The term “Fact Finder” as used in policy will mean a person who makes a factual study of the issues in dispute and issues a report setting forth findings on the facts underlying issues in dispute and making recommendations for resolution of the disagreement.
- M. The term “T.R.A.C.” will mean The Rights Activity Committee of the Association.
- N. The term “Per Diem” will mean the daily rate of pay as consistent with the teacher’s contract as specified in Policy 4141 (2) (H).

2. Recognition

- A. The Board of Education recognizes the “Association” as the sole and exclusive representative of the negotiating unit for the purpose of negotiations between the District and the Negotiating Unit with regard to wages, benefits, hours, processing of grievances, and all other terms and conditions of employment. Nothing herein should be interpreted to preclude both parties from agreeing to any other subjects for negotiations.
- B. This recognition will remain in effect unless another organization is elected by members of the negotiating unit to replace the “Association” to represent members of the negotiating unit.
- C. Election Procedures
 - (1) Any group representing teachers wishing to replace the Association as negotiating agent for teachers or one or more teachers seeking to end the formal designation of an exclusive representative will present to the Board a petition requesting a representation election. The petition must carry the signatures of at

least 35% of the members of the negotiating unit.

- (2) The petitioning group must secure agreement on election dates, procedures, and supervising agency with the Board and the Association. In the event an agreement is not reached within twenty (20) days the matters unresolved, will be referred to the American Arbitration Association for a resolution. Two-thirds of the cost of the election, which is necessary to insure validity, is to be paid by the petitioning group and one-third by the Association.
- (3) Petitions to determine a change in the negotiating agent may be filed with the Board only between May 1 and May 15 of the year in which the negotiated salary package expires. Such elections will be conducted by a firm of auditors, mutually agreeable to all parties to the election, or the American Arbitration Association. A majority of those members voting in said elections shall constitute a majority for the purposes of determining representative recognition.
 - a) Ballot/ Election Procedures
 - i. Only the petitioning party(-ies) and the Cherry Creek Education Association, Incorporated will be on the ballot.
 - ii. If a petitioning party receives a majority (50% plus one) of the votes cast, they will be granted exclusive representative status, if applicable, for the bargaining unit.
 - iii. In the event there are two or more petitioning parties and if no party receives a majority as described above, a run-off election will occur between the two choices that received the highest number of votes.
 - b) Ballot/ Election certification
 - i. Once the results of the election have been certified by the entity conducting the elections, the question as to which party, if any, is the sole and exclusive representative of the negotiating unit shall be final.
 - c) Exclusive Representation
 - i. If a petitioning party does not win the representation election the Cherry Creek Education Association, Incorporated shall be retained as the sole and exclusive representative of the negotiating unit.
 - ii. If through the election process above, the Cherry Creek Education Association, Incorporated, is not retained as the sole and exclusive representative of the negotiating unit, the Negotiated Agreement for Teachers, shall terminate as of the date recognition is lost.
 - d) Elections may be held, subject to the above conditions, only once during the course of a twelve (12) month period.

3. Association Rights

- A. The rights and privileges of the Association as set forth in this policy will be granted to the Cherry Creek Education Association and its duly appointed representatives, as the exclusive representative of the teachers:
- (1) The use of school bulletin boards.
 - (2) The use of inter-school mail service.
 - (3) The Association will have the right to use school equipment, including typewriters, photocopy machines, calculating machines, audio-visual equipment and other paper or document processing equipment at reasonable times when such equipment is not otherwise in use. The Association will also have the right to use desktop or other computer equipment and peripherals such as printers and scanners in a similar fashion provided that all such use shall be subject to and consistent with any District policy governing the use of electronic equipment by staff. Arrangements for the removal of any equipment from the building must be made in advance. The Association will pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. Arrangements to use school facilities will be made with the administrator in charge.
 - (4) The Association through its officers and representatives will have the right to communicate with staff in the bargaining units it represents via e-mail or like electronic means provided that any such communication will comply with and be subject to any District policy concerning the use of e-mail systems or the like or for communication via the internet or intranet.
 - (5) Opportunity to participate with the building faculties and District-wide staff in meetings provided appropriate advance arrangements can be made with the person in charge of the meeting.
 - (6) The right of having dates for the Association to have meetings and other important events published in District publications, provided the District's deadlines are met.
 - (7) The right to have meetings at the close of a school day.
 - (8) The Association will be the only teacher organization to process grievances on behalf of teachers under Policy 4136.
- B. **Information**
- (1) The District and the Association agree to furnish to each other information in response to specific requests or concerns including but not limited to:
 - a) Proposed budgets, enrollment, and staffing data.

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

in PDF format.

- d) In addition, each school or main administrative department will provide a copy of operational procedures and policies unique to that office or building for the personal use of each licensed person assigned to that office or building. A copy of the personnel policies and procedures which are unique to teachers and affect teacher load or compensation will be given to each teacher on a school-year to school-year basis. These copies remain the property of the school, and will be updated annually by the respective department or building.
 - e) The District will provide the CCEA with one hundred fifty (150) printed copies of the Teacher agreement and twenty-five (25) printed copies each of the Nurse and Mental Health team agreements. In addition, each building will receive and make available to members at least one printed copy of the Teacher agreement. If the building/facility has more than thirty (30) members of the bargaining unit, the building will receive an additional copy for each thirty (30) bargaining unit members or major portion. (E.g., a building with twenty-nine (29) members would receive one copy; a building with one hundred sixty-three (163) members would receive five (5) copies.)
 - f) Using “First Class” within five (5) work days of Board approval or District enactment, the District will distribute changes in policies or procedures in PDF format to licensed personnel who will be affected by the changes or who must implement these changes.
- (5) Orientation sessions will be provided in each department or school once each year to review policies and procedures assigned licensed personnel. In addition, special orientation times will be provided for new licensed personnel to cover in detail the policies, procedures, privileges, and benefits of the Cherry Creek School District.
- C. Whenever any representative of the Association is required to participate during working hours in negotiations, grievance proceedings, conferences or meetings, that representative will suffer no loss of pay.
 - D. Orientation programs for new teachers may be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning for such programs. To the extent prohibited by law, the Board will not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor will the Association be expected to assume the cost of speakers, consultants and services normally considered an appropriate professional in-service training activity of a Board. Duties and responsibilities of teachers involving student supervision outside of regular class work will be clearly explained as a part of the regular orientation program.

E. **Association President**

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

F. The Association President will be furnished with copies of all written communications by the Central Administration which are published to aid in policy interpretation.

G. **Association Leaves**

(1) **President** - Upon request of the Association, the President of the Association may be released from teaching duties up to full time, and the Association will pay monthly seventy-five percent of the appropriate portion of the salary and benefits including PERA, paid on behalf of the President. Specific arrangements for the release time will be mutually agreed upon by the president and building principal involved, with the District responsible for paying the cost of the classroom replacement. It is understood that there will only be one President for the Cherry Creek Education Association, Incorporated.

(2) The Association shall be granted association leave each school year for its identified members to attend workshops, conferences, and other activities of the Association and its state and national affiliates. The Association shall approve such requests. For such days, the Association will pay the actual substitute teacher cost (e.g., at the regular substitute rate, the "super sub" rate, or the retired CCSD teacher rate) including PERA and Medicare, and the District will pay the per diem cost of the individual taking the leave.

(3) Association leave will be exclusive of time necessary for teachers to testify at grievance hearings under Policy 4136 except as stipulated in Policy 4136, Section (D) (5).

(4) Exceptions may be made upon mutual agreement.

H. **Political Activities**

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

I. Payroll Deductions for Membership Dues

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

4. Initiating Negotiations

- A. Upon written request by the Association to the Board, or by the Board to the Association, after September 1 and no later than November 1, the Board and the Association will arrange for negotiation as provided for herein.
- B. The Board will, upon the request of the Association, negotiate with the recognized Association in matters related to additions, deletions, and/or changes in Board policy as defined below. Nothing in this policy will be construed to preclude the Board from conferring with any employee or employee organization on a policy matter. Either party may present to the other a written request to negotiate on matters related to additions, deletions, and/or changes to Board policies dealing with teachers' salaries, wages, benefits, and other terms and conditions of employment. Either party may seek review of the question of application of the proposals as they pertain to salaries, wages, benefits and other terms and conditions of employment utilizing the Mediation section, the Conducting Mediation Section and the Fact-Finding Section of this policy.
- C. A written response will be made by the party in receipt of the request within eight (8) working days of the receipt of such request. This written response will indicate a time, date, and place for commencing negotiations.
- D. All negotiating sessions will be conducted at a time and place mutually agreeable to

the negotiators named by each party, provided, however, the first meeting will be held within 15 days of the original written request unless other arrangements are mutually acceptable.

- E. 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

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. Purpose

1. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible management level, equitable solutions to the problems, which arise from time-to-time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any 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. Timelines for Filing Grievances

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

grievant's 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. Procedures

1. Representation: 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. Informal Conference: Prior to the filing of a grievance, in an effort to resolve the issue(s), the grievant shall make reasonable attempts to initiate / discuss or an attempt to initiate / discuss the issue(s) informally with the grievant's 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. Miscellaneous Provisions

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

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

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

Salary**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.
- D. Effective July 1 of the 2012 – 2013 school year, teachers will be paid according to the Teachers Salary Schedule.
- E. 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.

F. Vertical Movement on the Salary Schedule

- (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:
 - i. Worked at least a fifty percent (50%) contract, and
 - ii. worked four (4) or more hours per day for ninety (90) days or more, or;
 - iii. 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)

G. 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)

H. 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.

I. Pay Cycles

- (1) Effective July 1, 2007, all teachers employed during the 2006 – 2007 school year, and continuously thereafter, shall remain on their current pay cycles for the remainder of their careers in Cherry Creek.
- (2) All teachers who are hired beginning July 1, 2007, shall be paid subject to the following:
 - a) Teachers on a traditional calendar (i.e., students attend classes from August through the following June), shall be paid September through August (see exception (J)(4) below).
 - b) Teachers on a 4-track year-round school calendar (i.e., students attend classes from July through the following June) shall be paid August through July (see exception (J)(4) below.)
- (3) The only exception to paragraphs 1 and 2 above that can result in a change in pay cycle shall be if the teacher elects to exercise the following option: Any teacher(s) moving from a traditional calendar to a 4-track year-round calendar, either by transfer or by District calendar change for that school, shall be offered the option of changing their pay cycle to J (2)(b) above. Such teacher(s) shall have the option to begin payments for the new contract year in August (resulting in two payments being received in one month).

Written notification to the District to initiate this payment must be submitted by the affected teacher(s) no later than July 10 of the new contract year. However, if a teacher transfers to a 4-track year-round school between July 10 and July 31, the teacher shall have five (5) working days to provide written notification to the District to exercise the above provision. No changes shall be made after the August payroll.

If such notification is not submitted, the teacher(s) shall remain on the traditional pay cycle.

- (4) 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 according to the applicable pay cycle identified in J(2) above.

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.

J. 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 (4)(A).

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July 2013 through June 2014
 Teachers Salary Schedule*
 Level of Education Training

Salary Step in CCSD	BA+ License	BA+ 15 SH	BA+ 30 SH	MA	MA+ 15 SH	MA+ 30 SH	MA+ 45 SH	MA+ 60 SH	MA+ 75 SH/DOC
1	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	\$35,634	\$37,416	\$39,197	\$39,910	\$41,692	\$43,473	\$45,255	\$47,037	\$47,750
2	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	\$36,914	\$38,760	\$40,605	\$41,344	\$43,189	\$45,035	\$46,881	\$48,726	\$49,465
3	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	\$38,347	\$40,264	\$42,182	\$42,949	\$44,866	\$46,783	\$48,701	\$50,618	\$51,385
4	1.00	1.05	1.10	1.12	1.17	1.22	1.27	1.32	1.34
	\$39,276	\$41,240	\$43,204	\$43,989	\$45,953	\$47,917	\$49,881	\$51,844	\$52,630
5	1.08	1.13	1.18	1.20	1.25	1.30	1.35	1.40	1.42
	\$42,418	\$44,382	\$46,346	\$47,131	\$49,095	\$51,059	\$53,023	\$54,986	\$55,772
6	1.16	1.21	1.26	1.28	1.33	1.38	1.43	1.48	1.50
	\$45,560	\$47,524	\$49,488	\$50,273	\$52,237	\$54,201	\$56,165	\$58,128	\$58,914
7	1.24	1.29	1.34	1.36	1.41	1.46	1.51	1.56	1.58
	\$48,702	\$50,666	\$52,630	\$53,415	\$55,379	\$57,343	\$59,307	\$61,271	\$62,056
8	1.31	1.36	1.41	1.43	1.48	1.53	1.58	1.63	1.65
	\$51,452	\$53,415	\$55,379	\$56,165	\$58,128	\$60,092	\$62,056	\$64,020	\$64,805
9	1.38	1.43	1.48	1.50	1.55	1.60	1.65	1.70	1.72
	\$54,201	\$56,165	\$58,128	\$58,914	\$60,878	\$62,842	\$64,805	\$66,769	\$67,555
10	1.42	1.49	1.54	1.56	1.61	1.66	1.71	1.76	1.78
	\$55,772	\$58,521	\$60,485	\$61,271	\$63,234	\$65,198	\$67,162	\$69,126	\$69,911
11		1.53	1.60	1.62	1.67	1.72	1.77	1.82	1.84
		\$60,092	\$62,842	\$63,627	\$65,591	\$67,555	\$69,519	\$71,482	\$72,268
12			1.64	1.68	1.73	1.78	1.83	1.88	1.90
			\$64,413	\$65,984	\$67,947	\$69,911	\$71,875	\$73,839	\$74,624
13				1.72	1.79	1.84	1.89	1.94	1.96
				\$67,555	\$70,304	\$72,268	\$74,232	\$76,195	\$76,981
14					1.83	1.90	1.95	2.00	2.02
					\$71,875	\$74,624	\$76,588	\$78,552	\$79,338
15						1.94	1.99	2.04	2.06
						\$76,195	\$78,159	\$80,123	\$80,909
Maximum	\$55,772	\$60,092	\$64,413	\$67,555	\$71,875	\$76,195	\$78,159	\$80,123	\$80,909

- * A regular contract for teachers will be 185 days. A regular contract for probationary teachers in their first year of employment in the District will be 188 days. A regular contract for probationary teachers in their second year of employment in the District will be 187 days. A regular contract for probationary 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

K. 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.

L. 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.

M. 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:

<u>Position</u>	<u>Responsibility Factor</u>
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 Coordinator (6-12)	.40 - 1.20
Less than 12 teachers in department	.25 - 1.50
12 or more teachers in department	1.00 - 1.80

(The base will be \$3,138.00 for the 2013 - 2014 school year for the purpose of determining the compensation for the above.)

N. Curriculum Development

Compensation for curriculum development during the 2013 - 2014 school year will be \$161.00 per day.

O. 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:
 - Involve students directly, or
 - provide training of staff members, or
 - 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

							MA+75 OR
	BA+30	MA	MA+15	MA+30	MA+45	MA+60	DOCTORATE
SY 2013-2014	\$1,631	\$2,106	\$2,242	\$2,378	\$2,443	\$2,506	\$2,521

(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 and 4141.4

(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 4141.4 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

1. Teachers whose base salary was the maximum salary shown on their respective columns of the Salary Schedule during the 2012 - 2013 school year shall receive a one-time only increase during the 2013 - 2014 school year equivalent to \$1,020.00. The \$1,020.00 will be paid in equal monthly amounts of \$85.00.
2. Those teachers receiving the Maximum Salary Increase shall receive additional compensation equal to two percent (2.0%) percent of their salary based on their placement on the Salary Schedule; this additional compensation will be paid in equal monthly amounts.
3. 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.

P. 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.

Q. 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.

R. 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.

S. 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 immediately 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. These payments shall continue so long as the teacher holds National Board for Professional Teaching Standards certification.

- i. For a complete set of procedural requirements refer to Administrative Procedure 4141.2.
- ii. Change of status will be retroactive to the day the forms and documentation were received in the Office of Human Resources.
- iii. The District and the Association shall jointly agree upon the forms which implement the payment for the National Board for Professional Teaching Standards certification.

T. 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.

U. Compensation for Substitution

- (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 a class, 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.
- (3) 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.

V. 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: June 25, 2013

Adopted: September 9, 2013

Effective: July 1, 2013

MEMORANDUM OF UNDERSTANDING

Special Professional Growth For Policy 4141 and Policy 4870

Beginning with the 2010 - 2011 school year, teachers/mental health employees eligible to participate in the special professional growth program for teachers/mental health employees receiving maximum salary in their column at MA+30 or greater may only initiate a plan either at the beginning of the school year (by August 30 for teachers/mental health employees on an August to July pay cycle or September 30 for teachers/mental health employees on a September to August pay cycle) or at mid-year (by January 31).

Because teachers/mental health employees could previously initiate a plan at any time during the school year, those teachers/mental health employees whose plans did not begin at one of these times shall be required to exercise one of the following options.

- Teachers/mental health employees whose plans expire between July 1 and December 31 may either begin a new plan at the beginning of the school year or wait until the mid-year date to begin a new plan. Waiting to initiate the new plan may mean that the teacher/mental health employee will experience an interruption in payments as if they had otherwise allowed the plan to expire without initiating a new one.
- Teachers/mental health employees whose plans expire between December 31 and June 30 may either begin a new plan at the mid-year date or wait until the beginning of the next school year to begin a new plan. Waiting to initiate the new plan may mean that the teacher/mental health employee will experience an interruption in payments as if they had otherwise allowed the plan to expire without initiating a new one.

The intent of this memorandum is to ensure that all payments can be uninterrupted. However, in no circumstance would payments for a plan overlap and someone receive more than five percent (5%) of their salary under this program.

**Student Achievement Incentive Plan (SAIP)
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
3. single-track (e.g. traditional and transitional) calendar, will be eligible to participate in the SAIP Program for that school year.
4. 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) SAIP Plan approval/appeals process

- 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 preceding 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) SAIP Plan Compensation

- 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) Submitting the completed plan

- 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

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: _____
 Subject: **Special Professional Growth Plan – 105% Payment**

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

<p>GOAL(S) List one or more growth goals</p>	<p>ACTIVITIES List activities supporting the goal from Policy 4130 or Policy 4880, as mentioned above.</p>	<p>ESTIMATED COMPLETION DATE</p>	<p>PROPOSED EVIDENCE/ DATA</p>

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 Teachers1. 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

MEMORANDUM OF UNDERSTANDING

Four-Track Teachers Substituting in their Same Position Teachers Splitting-Up a Short Term (Policy 4141)

For the school year 2013 - 2014, 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.

For the school year 2013 - 2014, full-time teachers may split a short-term substituting assignment with administrator approval. The 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.

Revised: May 1, 2013
Adopted: September 9, 2013
Effective: July 1, 2013

Supplementary Pay**I. 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.

II. 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

III. 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.

IV. Teachers’ Supplementary Pay Schedule and Categories for Assigned Extra Duties and Responsibilities

<u>Category</u>	<u>Job Title</u>	<u>Maximum Factor</u>
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	.12
	B. High School Newspaper Advisor	.12
	C. High School Yearbook Advisor	.12
	D. High School Advisors: Pom Pom, Cheerleader, Drill Team	.12

TEACHING PERSONNEL**Policy: 4142**

<u>Category</u>	<u>Job Title</u>	<u>Maximum Factor</u>
4	E. High School Student Government Advisor	.12
	F. Outdoor Adventure Director	.12
	A. High School Head Coach: Golf	.10
	B. Each High School Assistant Coach: Football, Basketball, Wrestling	.10
	C. Assistant Athletic Trainer (Fall, Winter, Spring)	.10
	D. High School Choral Director: (Maximum of three factors)	.10
	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)	.10
	G. High School Musical Director	.10
	H. High School Theater Manager	.10
	I. Assistant High School Marching Band Director	.10
	J. High School Peer Leadership Coordinator, i.e., All Stars	.10
	K. High School Band Director	.10
5	L. High School Orchestra Director	.10
	A. Middle School Band Director Middle School Orchestra Director	.09
	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	.09

TEACHING PERSONNEL**Policy: 4142**

<u>Category</u>	<u>Job Title</u>	<u>Maximum Factor</u>
	C. Middle School Drama Director (maximum of two seasons - major production each semester)	.09
	D. Middle School Choral Director (maximum of two positions)	.09
	E. High School Dance Show Director (Two Performances)	.09
	F. Middle School Yearbook/Photography and/or assistant (if one person does by him/herself .09; if two people share .06 and .03)	.09
	G. Assistant High School Band Director	.09
6	A. Each High School Assistant Coach: Golf	.08
	B. High School Coach: Weight Training	.08
	C. High School Color Guard Advisor	.08
	D. High School/Middle School Intramural Director	.08
	E. High School Percussion Instructor	.08
	F. Middle School Head Coach: Track, Basketball, Wrestling, Volleyball	.08
7	A. High School Drama Technical Director (Maximum three seasons)	.065
	B. Outdoor Adventure Sponsor (Maximum of three seasons- Limit of six sponsors per season)	.065
8	A. High School, Middle School, and Elementary: Intramurals (Refer to Guideline)	.05
	B. Each Middle School Assistant Coach: All Sports	.05

TEACHING PERSONNEL

Policy: 4142

<u>Category</u>	<u>Job Title</u>	<u>Maximum Factor</u>
	C. High School and Middle School Service Club Advisor Limit to two positions per season. HS/MS One position for elementary	.05
	D. High School Pep Band Director (Maximum of 2 Seasons)	.05
	E. Middle School Student Government Advisor	.05
	F. High School Jazz Band Director	.05
	G. High School Peer Leadership Sponsor i.e., All Stars (Maximum of Six)	.05
	H. High School/Middle School Assistant Drama Director (Maximum two seasons)	.05
	I. High School Assistant Debate/Forensics (Limit of two seasons)	.05
	J. Elementary Choral Director (Maximum of Two Choirs - Two Factors)	.05
	K. Middle School Newspaper Advisor	.05
9	A. High School Class Advisor: (Senior Class, Junior Class - Limit of two advisors for each class)	.035
	B. Winter High School Concession	.035
	C. High School /Middle School National Honor Society	.035
	D. Elementary Instrumental Music Director	.035
	E. High School/Middle School/Elementary School Literary Publication Advisor	.035
	F. High School Assistant Musical Director (Maximum three factors)	.035

TEACHING PERSONNEL**Policy: 4142**

<u>Category</u>	<u>Job Title</u>	<u>Maximum Factor</u>
10	G. High School/Middle School Destination Imagination Coach (Limit of .105 per school - equivalent of three factors)	.035
	H. Elementary Destination Imagination Coach (Limit of .140 per school - equivalent of four factors)	.035
	A. Fall High School Concession	.025
	B. High School/Middle School/Elementary School Interest Club Advisor	.025
	C. High School/Middle School/Elementary School Academic Activity Advisor	.025
	D. High School/Middle School/Elementary Destination Imagination Building Coordinator (After building has a need for 3 DM Coaches)	.025
	E. High School Class Advisor: (Sophomore Class, Freshman Class Limit of Two Advisors for Each Class)	.025

V. Assigned Factor

The assigned factor up to the maximum listed in the pay ratio will be multiplied times \$20,746.

VI. 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.

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: June 25, 2013

Adopted: September 9, 2013

Effective: July 1, 2013

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).

<u>High_School_Job Title</u>	<u>Pay Cycle</u>	<u>High_School_Job Title</u>	<u>Pay Cycle</u>
H.S. Academic Activity Advisor	October - May	H.S. Gymnastics (Head & Assistant) Girls	September - November
H.S. Athletic Trainer	Seasonal	H.S. Interest Club Advisor	October - May
H.S. Athletic Trainer (Assistant)	Seasonal	H.S. Intramurals	October - May
H.S. Band Director (Head & Assistant)	October - May	H.S. Jazz Band Director	Season of Position
H.S. Baseball (Head & Assistant)	March - May	H.S. Lacrosse (Head & Assistant) Boys	March - May
H.S. Basketball (Head & Assistant)	December - February	H.S. Lacrosse (Head & Assistant) Girls	March - May
H.S. Cheerleader	Sept-Nov and/or Dec-Feb	H.S. Literary Publication Advisor	October - May
H.S. Choral Director	October - May	H.S. Musical Director (Head & Assistant)	December - February
H.S. Class Advisor (One Sr - Jr- Soph -Freshman)	October - May	H.S. National Honor Society Advisor	October - May
H.S. Color Guard Advisor	October - May	H.S. Newspaper	October - May
H.S. Concession (Fall)	September - November	H.S. Orchestra Director	October - May
H.S. Concession (Winter)	December - February	H.S. Outdoor Adventure Director	Sept. - Nov
H.S. Cross Country (Head & Assistant)	September - November		Fall
H.S. Dance Show Director	October - May		Winter
H.S. Debate/Forensics (Head & Assistant)	Seasonal		Spring
H.S. Destination Imagination Coach & Coordinator	October - May	H.S. Peer Leadership (All-Stars)	October - May
H.S. Drama Director (Head & Assistant)	Seasonal	H.S. Pep Band Director	December - February
H.S. Drama Technical Director	Seasonal	H.S. Percussion Instructor	October - May
H.S. Drill Team	September - February	H.S. Poms	Sept-Nov and/or Dec-Feb
H.S. Field Hockey (Head & Assistant)	September - November	H.S. Service Club Advisor	October - May
H.S. Football (Head & Assistant)	September - November	H.S. Soccer (Head & Assistant) Boys	September - November
H.S. Golf (Head & Assistant) Girls	March - May	H.S. Soccer (Head & Assistant) Girls	March - May
H.S. Golf (Head & Assistant) Boys	September - November	H.S. Softball (Head & Assistant)	September - November
		H.S. Student Government	October - May
		H.S. Swimming (Head & Assistant) Boys	December - February

TEACHING PERSONNEL

Administrative Procedure: 4142.1

<u>High School Job Title</u>	<u>Pay Cycle</u>
H.S. Swimming (Head & Assistant) Girls	March - May
H.S. Tennis (Head & Assistant) Boys	September - November
H.S. Tennis (Head & Assistant) Girls	March - May
H.S. Theater Manager	2 Semesters
H.S. Track (Head & Assistant) Boys & Girls	March - May
H.S. Volleyball (Head & Assistant)	September - November
H.S. Weight Training Coach	Seasonal
H.S. Wrestling (Head & Assistant)	December - February
H.S. Yearbook	October - May
<u>Middle School Job Title</u>	<u>Pay Cycle</u>
M.S. Academic Activity Advisor	October - May
M.S. Band Director	October - May
M.S. Basketball Coach (Head and Assistant) Boys	October - December
M.S. Basketball Coach (Head and Assistant) Girls	December - February
M.S. Choral Director	October - May
M.S. Destination Imagination Coach & Coordinator	October - May
M.S. Drama (Director and Assistant)	Season of Production
M.S. Interest Club Advisor	October - May
M.S. Intramurals	October - May
M.S. Literary Publication Advisor	October - May
M.S. Newspaper Advisor	October - May
M.S. Orchestra Director	October - May
M.S. Outdoor Adventure Director	Sept. - Nov December - February March - May
M.S. Percussion Instructor	October - May
M.S. Service Club Advisor	October - May

M.S. Student Government	Advisor	October - May
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)		October - May
<u>Elementary School Job Title</u>		<u>Pay Cycle</u>
Elementary Academic Activity Advisor		October - May
Elementary Choral Director		October - May
Elementary Destination Imagination Coach & Coord.		October - May
Elementary Interest Club Advisor		October - May
Elementary Instrumental Music Director		October - May
Elementary Intramurals	Fall Winter Spring	Sept - Nov December - February March - May
Elementary Literary Publication Advisor		October - May
Elementary Outdoor Adventure Director	Fall Winter Spring	Sept. - Nov December - February March - May
Elementary Service Club Advisor		October - May

Approved by Superintendent Monte C. Moses, October 14, 2002
Revision approved by Superintendent Monte C. Moses, August 15, 2005

**Guidelines for Interest Club
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 ten (10) students 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.

<u>Type of School</u>	<u>Maximum Assignments</u>
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

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): _____

Pages 1 through 5 must be filled out in its entirety.

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 _____.

I. Experience

Within the Cherry Creek School District, how much experience do you have with this specific extracurricular activity?

Number of Semesters

School

II. 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:

III. 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:

IV. **Time Characteristics** (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) _____

V. 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

		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	\$518.65	\$544.58	\$560.14	\$596.45	\$622.38	\$648.31	\$674.25	\$700.18	\$726.11	\$752.04
IX	0.035	\$726.11	\$762.42	\$784.20	\$835.03	\$871.33	\$907.64	\$943.94	\$980.25	\$1,016.55	\$1,052.86
VIII	0.05	\$1,037.30	\$1,089.17	\$1,120.28	\$1,192.90	\$1,244.76	\$1,296.63	\$1,348.49	\$1,400.36	\$1,452.22	\$1,504.09
VII	0.065	\$1,348.49	\$1,415.91	\$1,456.37	\$1,550.76	\$1,618.19	\$1,685.61	\$1,753.04	\$1,820.46	\$1,887.89	\$1,955.31
VI	0.08	\$1,659.68	\$1,742.66	\$1,792.45	\$1,908.63	\$1,991.62	\$2,074.60	\$2,157.58	\$2,240.57	\$2,323.55	\$2,406.54
V	0.09	\$1,867.14	\$1,960.50	\$2,016.51	\$2,147.21	\$2,240.57	\$2,333.93	\$2,427.28	\$2,520.64	\$2,614.00	\$2,707.35
IV	0.1	\$2,074.60	\$2,178.33	\$2,240.57	\$2,385.79	\$2,489.52	\$2,593.25	\$2,696.98	\$2,800.71	\$2,904.44	\$3,008.17
III	0.12	\$2,489.52	\$2,614.00	\$2,688.68	\$2,862.95	\$2,987.42	\$3,111.90	\$3,236.38	\$3,360.85	\$3,485.33	\$3,609.80
II	0.14	\$2,904.44	\$3,049.66	\$3,136.80	\$3,340.11	\$3,485.33	\$3,630.55	\$3,775.77	\$3,920.99	\$4,066.22	\$4,211.44
I	0.15	\$3,111.90	\$3,267.50	\$3,360.85	\$3,578.69	\$3,734.28	\$3,889.88	\$4,045.47	\$4,201.07	\$4,356.66	\$4,512.26

Assigned Factor \$20,746.00

Revised by Superintendent, Mary F. Chesley, July 1, 2009

MEMORANDUM OF UNDERSTANDING

Supplementary Pay (Policy 4142)

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 2013 - 2014 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 2013 - 2014 or purposes other than performance.

A vacancy shall only occur upon the resignation of an individual employed in a supplemental pay position during the 2013 - 2014 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	\$414.92	\$435.67	\$448.11	\$477.16	\$497.90	\$518.65	\$539.40	\$560.14	\$580.89	\$601.63
IX	0.035	\$580.89	\$609.93	\$627.36	\$668.02	\$697.07	\$726.11	\$755.15	\$784.20	\$813.24	\$842.29
VIII	0.050	\$829.84	\$871.33	\$896.23	\$954.32	\$995.81	\$1,037.30	\$1,078.79	\$1,120.28	\$1,161.78	\$1,203.27
VII	0.065	\$1,078.79	\$1,132.73	\$1,165.10	\$1,240.61	\$1,294.55	\$1,348.49	\$1,402.43	\$1,456.37	\$1,510.31	\$1,564.25
VI	0.080	\$1,327.74	\$1,394.13	\$1,433.96	\$1,526.91	\$1,593.29	\$1,659.68	\$1,726.07	\$1,792.45	\$1,858.84	\$1,925.23
V	0.090	\$1,493.71	\$1,568.40	\$1,613.21	\$1,717.77	\$1,792.45	\$1,867.14	\$1,941.83	\$2,016.51	\$2,091.20	\$2,165.88
IV	0.100	\$1,659.68	\$1,742.66	\$1,792.45	\$1,908.63	\$1,991.62	\$2,074.60	\$2,157.58	\$2,240.57	\$2,323.55	\$2,406.54
III	0.120	\$1,991.62	\$2,091.20	\$2,150.95	\$2,290.36	\$2,389.94	\$2,489.52	\$2,589.10	\$2,688.68	\$2,788.26	\$2,887.84
II	0.140	\$2,323.55	\$2,439.73	\$2,509.44	\$2,672.08	\$2,788.26	\$2,904.44	\$3,020.62	\$3,136.80	\$3,252.97	\$3,369.15
I	0.150	\$2,489.52	\$2,614.00	\$2,688.68	\$2,862.95	\$2,987.42	\$3,111.90	\$3,236.38	\$3,360.85	\$3,485.33	\$3,609.80

Assigned Factor \$16,596.80 for SY 2013-2014 only

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. On or before February 1, 2014, approved recommendations from the AAA committee will then be presented to the Negotiations Teams for negotiations.

Revised: June 25, 2013

Adopted: September 9, 2013

Effective: July 1, 2013

Activity Tickets/Attendance of Children of Employees**1. Activity Tickets**

High school personnel will be issued District Personnel Passes to home games of athletic contests for the employee and one guest.

Elementary and middle school building principals will be issued ten District Personnel Passes to accommodate the requests from their staff members for home game use, to be used by the employee and one guest.

2. Attendance of Children of District Teachers Who Are Not District Residents

Due to the passage of HB 94-1065, "Choice Within Public Schools," priority of placement within the District schools will be given to children of District teachers on a space available basis before other non-resident students.

3. 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: June 13, 1994

Adopted: June 24, 1994

Insurance Benefits

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

The District will 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 2013 - 2014*
Medical Coverage	Additional District Contribution
Employee Only	\$169.24
Employee/Spouse	\$254.50
Employee/Children	\$264.89
Employee/Family	\$383.08

* See Section (D)(3)(iv) below.

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.

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		
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

For the School Years 2012 – 2013 and 2013 – 2014 only, sections (D)(3)(i) and (D)(3)(iii) shall be suspended. See MOU on PDA Expenditure.

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. PDA Funding Sources

- i. For purposes of this provision the term "benefits dollars" shall include 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.

- ii. Beginning with the 2001 school year, all money received from the insurance carrier's performance guarantee payments and any additional money received from the insurance carrier in the form of a rebate or refund will be placed into the PDA.
- iii. Beginning with the 2006 – 2007 school year, any benefits dollars unused or unspent for the purposes outlined in Policies 4744, 4144, and 4872 in sections (B) and (C) shall be placed into the PDA.

4. Annual Reporting

The District will provide the Association with an accounting indicating the amount of money received from the PDA funding sources identified in (D)(2) and (D)(3) above, 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.

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: June 25, 2013

Adopted: September 9, 2013

Effective: July 1, 2013

MEMORANDUM OF UNDERSTANDING

Expenditure of Funds for Dental and Vision Insurance Participants

The District and the Cherry Creek Education Association agree to the following as it relates to premiums for teachers, mental health employees, and nurses (“employees”) who participate in the District dental and/or vision insurance plans.

1. Employees who are participants in the District dental and/or vision insurance programs as of July 2013, will qualify for and will receive a Benefit Premium Payment Dental-Vision (BPP-DV) which will be reflected in their District benefits contribution in both July 2013 and August 2013.
2. In each of those months, the District will contribute a BPP-DV to offset the amount the District would otherwise have deducted for the employee’s dental and/or vision insurance premium (based on the selected category of coverage – employee only, employee and spouse, employee and children, or family), subject to the expenditure limitation noted below.
3. The total amount paid to all qualified and eligible employees as BPP-DV for the two payments will not exceed the aggregate total \$450,000 available from previously collected premiums. If the amount available to pay employees the BPP-DV in either month is less than the amount of dollars necessary to pay the full amount, all eligible employees will receive a proportionate amount of what the payment would otherwise be determined by dividing the amount available by the total amount that would be necessary to make a full payment.
4. Eligible employees will still receive the District Medical Insurance Contribution per the chart in the appropriate provision for their employee group (for example, 4144 (B) for teachers, 4744 (B) for school nurses, 4872 (B) for mental health employees,) and such payment will not reduce the \$450,000 total expenditure noted above.
5. Eligible employees will also receive the Supplemental Benefit per Policy 4144 (C), Policy 4744 (C) and Policy 4872 (C), and such payment will not reduce the \$450,000 noted above.
6. As soon as possible after the August payroll but not later than September 30, 2013, the District will provide CCEA with an accounting of the expenditures for the BPP-DV, including the names and amounts received by eligible employees for each month and the aggregate expenditure each month.

Revised: June 25, 2013

Adopted: September 9, 2013

Effective: July 1, 2013

MEMORANDUM OF UNDERSTANDING

Insurance Committee 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 its 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 constraints 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.

MEMORANDUM OF UNDERSTANDING

Insurance Preamble

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 health 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.

Physical/Mental Examination**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

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**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.

- H.** 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. Huges, June 13, 1988

Temporary Paid Leaves of Absence**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.

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 the 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. Emergencies

- 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. Professional Consulting Leave

Leave will be granted for the purpose of serving as a consultant outside of the district.

7. Professional Development Leave

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. Assault and/or Battery Leave

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. 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: June 8, 2009

Adopted: August 10, 2009

Effective: July 1, 2009

General Leave Request and Verification Form

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	Mother	Sister	Brother
Son	Father	Mother-in-law	Grandparent
Daughter	Father-in-law	Guardian	Grandchild
Dependent Child	Step-child	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.

To request conversion of up to four days of sick leave for the purpose of General Leave, teachers should complete the form in Administrative Exhibit 4151.1-E.

I verify that the day(s) I have designated below for use as a General Leave will be used in

TEACHING PERSONNEL

Administrative Procedure: 4151.1

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 BankA. Introduction

The purpose of the Sick Leave Bank 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 and nurses will be eligible to join the Sick Leave Bank.
- (b) Effective July 1, 2003, all new employees whose pay is determined by the teachers' salary schedule and nurses will be members of the Sick Leave Bank.
- (c) Each new employee/member will be assessed one (1) day of sick leave upon joining the sick leave bank.

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.

4. Dropping Membership

A member may terminate membership in the Sick Leave Bank by completing the required form (4151.7) provided by the Sick Leave Bank Board. 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

- (a) The minimum number of days in the bank will be five hundred (500).
- (b) 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.
- (c) 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.
- (d) The Board will publicize once each year a summary sick leave bank usage.
- (e) 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.
- (f) 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.
- (g) The above listed procedures will be reviewed at least once each year.
- (h) 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.

E. Maximums/Minimums

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: February 15, 2012

Adopted: August 13, 2012

Effective: July 1, 2012

Sick Leave Bank Application

(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

Name: _____ Social Security 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.
5. Signed: _____
6. 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: _____

TEACHING PERSONNEL

Policy: 4151.4

Physician's Signature: _____

Date: _____

Phone: _____

Approved by Superintendent, Richard P. Koeppel, August 10, 1987

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

**Accumulated Sick Leave Compensation
Application**

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) $\frac{\text{_____}}{\text{(# of days)}} \times \frac{\text{_____}}{\text{(sub rate of pay)}} = \text{_____}$

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) $\frac{\text{_____}}{\text{(# of days)}} \times \frac{\text{_____}}{\text{(1/2 per diem)}} = \text{_____}$

AND/OR

3. Days to be paid at the per diem rate which the District and employee have mutually agreed to:

$\frac{\text{_____}}{\text{(# of days)}} \times \frac{\text{_____}}{\text{(current per diem)}} = \text{_____}$

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.

TEACHING PERSONNEL

Administrative Procedure: 4151.6 and 4873.2

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**

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

**BEGINNING WITH THE 1995-96 SCHOOL YEAR,
NO SABBATICAL LEAVES WILL BE GRANTED**

Sabbatical Leave

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

MEMORANDUM OF UNDERSTANDING

Cherry Creek Teacher Assistance S.T.A.R. Program

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.

Leaves, Sabbatical**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. Agreements and Conditions of the Leave

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

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:

I. 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.)

II. 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:

III. PROFESSIONAL CONTRIBUTIONS

Provide a summary of your significant professional contributions.

IV. PROFESSIONAL GROWTH PLAN

Attach a copy of your current approved Professional Growth Plan.

V. 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.

VI. 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

TEACHING PERSONNEL

Administrative Procedure: 4152.2

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 High support	4 Above Average support	3 Average support	2 Minimum support	1 Do Not support	NK 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.

Extended Leaves of Absence**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. Extended Health (Medical) Leave

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. Parenting Leave

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

Reduction in Force**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. Recall Procedure

- 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. 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.

Revised: March 16, 1992

Adopted: April 13, 1992

Effective: January 1, 1992

Educational Task Forces

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.

Establishment of Task Forces

- 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.

TEACHING PERSONNEL

Policy: 4161

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

MEMORANDUM OF UNDERSTANDING

Teacher Evaluation: Policy 4170

The Cherry Creek School District Board of Education may adopt the new state model evaluation tool/rubric to be used beginning school year 2013 - 2014. If it does, the parties agree that Policy 4170 and Administrative Procedures 4170.1-4170.8 in effect for school year 2012 - 2013 will be suspended to the extent that they conflict with the adopted evaluation tool/rubric. The parties further agree to the following if the Board adopts a new evaluation system:

1. Consistent with provisions in the new evaluation law and CDE guidelines, all teachers will be evaluated and will be “held harmless” during the 2013 - 2014 school year while any new evaluation procedures are implemented during that year. The parties agree that the term “held harmless” shall mean that no information gathered through the evaluation process during the 2013 - 2014 school year will be used to render a teacher ineffective for the purpose of loss of non-probationary status, and any effective or highly effective rating earned by a probationary teacher will count towards the three years of effective ratings needed to attain non-probationary status.
2. The parties agree to work together to incorporate into any new evaluation system portions of Policy 4170 and its related administrative procedures that are consistent with the new evaluation procedures and related forms.
3. To minimize misunderstandings, each party agrees to engage in regular communications regarding the evaluation process and its implementation. Such regular communication shall be conducted through the Superintendent and CCEA President, or their designees.
4. The parties agree that evaluators who do not fall under the definition of “administrator” as referenced in Policy 4170 as used in the 2012 - 2013 school year shall only conduct evaluations on non-probationary teachers.
5. The parties agree that procedures for the new evaluation system, including existing Policy 4170, shall be the subject of negotiations for the 2014 - 2015 school year.

Revised: June 25, 2013

Adopted: September 9, 2013

Effective: July 1, 2013

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

Introduction

A. General

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 is committed to establishing an evaluation process, which 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 performance domains set forth.

B. Certificated Performance Evaluation Council

A Certificated Performance Evaluation Council will be established pursuant to state law to serve in an advisory capacity to the Board of Education in the development of a performance evaluation process. The responsibilities of the Council are as follows:

1. Actively participate with the local Board of Education in developing written standards for evaluation which clearly specify satisfactory/proficient performance and the criteria to be used to determine whether the performance of each licensed personnel meets such standards; and
2. Consult with 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)).

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:

- Serve as a basis for the improvement of instruction;
- Enhance the implementation of programs of curriculum;
- Serve as the measurement of satisfactory performance for individual teachers and serve as documentation for unsatisfactory performance;
- Serve as a measurement of the professional growth and development of teachers, and
- Serve as a measurement of the level of performance of teachers using the Performance Observation Record for the four performance domains.

D. Definitions for purposes of this policy, the following terms are defined below:

1. “Probationary Teacher” – Is defined as a teacher who has not completed three full years of continuous employment with the employing school district and who has not been reemployed for the fourth year.
2. “Teacher” –Is defined as any person who holds a teacher's certificate/license issued pursuant to the provisions of Article 60 of Title 22, C.R.S. as amended, and who is employed to instruct, direct, or supervise the instructional program. “Teacher” does not include those persons holding letters of authorization and the chief administrative officer of any school district.
3. “Evaluation Process” – Is the process used in which a teacher is observed, provided feedback, and given written evaluation reports designed to improve teaching performance.
4. “Remediation Process” - Is the method used to address the teaching performance of a teacher who has been identified as performing unsatisfactorily and whose performance has not sufficiently improved as a result of the Directed Improvement Plan.
5. “Directed Improvement Plan” - Is an administrator directed approach, within the evaluation process, to assist a teacher who is rated unsatisfactory in any domain.
6. “Performance Domain” – Is the distinct aspect of teaching or realm of activities identified which forms the basis for the evaluation of a teacher.

E. Evaluation Plans

There shall be alternate plans for teacher performance evaluation for the purpose of recognizing the differences in evaluation for probationary teachers and satisfactorily performing veteran teachers. The following evaluation plans shall be used to assess teacher performance:

1. Plan I - Standard Model for Performance Evaluation. This plan is designed for the probationary teacher and teachers new to a building. Plan I can also be used at the discretion of evaluators/teachers for non-probationary teachers. The plan assesses teacher performance with a prescribed set of criteria, including but not limited to, goal

setting, self-evaluation teacher observations, feedback, and collaborative planning for improvement. The plan focuses on teacher performance as it impacts student achievement and student behaviors.

Alternatives for non-probationary teachers

The following shall be alternative plans for teacher evaluation for the purpose of recognizing the differences in evaluation between probationary teachers and satisfactorily performing non-probationary teachers. The focus and format of the report will be jointly developed by, the teacher and the supervisor. A teacher or principal may exercise the option of returning to Plan I process by January 15 of the evaluation year.

2. Plan II - Goal-Setting Model for Performance Evaluation. The Plan II process is an alternative to Plan I and is intended to be teacher-directed. It is not intended to be an addition to the comprehensive process of Plan I. This plan encourages the professional evaluatee and evaluator to develop collaboratively a unique plan based on a professional goal to increase student achievement. The plan is guided by a professional goal and specific action plan(s). It culminates with a self- evaluation of the success of the plan, a supervisor's summary, and a plan for growth/improvement when applicable. Through the process, teachers are encouraged to take risks, be flexible, and try new ideas to enhance student achievement.
3. Plan III – Peer/Other Model for Performance Evaluation. The Plan III process is designed for peer evaluation and/or another unique process. It is not intended to be an addition to the comprehensive process of Plan I. With the agreement of the principal or his/her designee, the non-probationary teacher may choose to use this alternative evaluation process, which may include peer collaboration and/or self-evaluation.

In this process, the Observation Record will serve as the guide for all conferences and observations.

The alternative evaluation process will result in a written document which includes the cover sheet required to assure compliance with Colorado statute. It will be the responsibility of the supervisor to assure that all four domains of this policy are generally addressed in this document.

NOTE: In accordance with state law, and as part of the evaluation plans identified above, probationary teachers must have a minimum of two (2) observations and one (1) evaluation that results in a written evaluation report. Non-probationary teachers must receive at least one (1) observation each year and one evaluation that results in a written evaluation report every three (3) years.

PART ONE**CRITERIA FOR EVALUATION & REMEDIATION
FOR CLASSROOM TEACHING PERSONNEL**A. General

There are four performance domains used for evaluation and remediation of a teacher, which are listed below, and which are further defined in the teacher Performance Observation Record.

The Performance Observation Record describes the performance areas and lists the performance standards required to demonstrate satisfactory/proficient performance in the Summative Teacher Evaluation Form as developed by the Certificated Personnel Performance Evaluation Council.

Any performance area evaluated as unsatisfactory must be documented according to the evaluation criteria specifically identified in the Performance Observation Record, which defines a particular performance domain(s). The evaluator may add indicators, which will further explain competency.

Data sources for evaluation reports must include direct observation and multiple measures of student learning outcomes and may include but are not limited to the following:

- Discussions/conferences with teacher
- Participation in committee, staff and staffing meetings
- Review of materials and resources used
- Review of student assignments and student work
- Parent, student, and/or peer feedback
- Physical appearance of the classroom
- Disciplinary referrals
- Review of lesson plans and curricular scope/sequence
- Review of assessment tools/measures
- Documentation of professional growth experiences
- Documentation of policy/procedure compliance

B. Performance Domains

The Performance Domains describe the identified areas of performance expectations used for teacher evaluation. The components of the Performance Domains listed below consist of broad evaluative statements which are more fully defined in the Performance Observation Record used to identify specific performance levels.

1. Performance Domain I: Planning and Preparation

Performance Domain I: Planning and Preparation, includes comprehensive

understanding of the content to be taught, demonstrating knowledge of students' backgrounds, and designing instruction and assessment. Its components are the following:

- Demonstrating knowledge of content and pedagogy
- Demonstrating knowledge of students and their backgrounds
- Selecting instructional goals
- Demonstrating knowledge of resources
- Designing coherent instruction
- Assessing student learning

2. Performance Domain II: The Classroom Environment

Performance Domain II: The Classroom Environment, addresses the teacher's skill in establishing an environment conducive to learning, including both the physical and interpersonal aspects of the environment. Its components are the following:

- Creating an environment of respect and rapport
- Establishing a culture for learning
- Managing classroom procedures
- Managing student behavior
- Organizing physical space

3. Performance Domain III: Instruction

Performance Domain III: Instruction, is concerned with the teacher's skill in engaging students in learning the content, and includes the wide range of instructional strategies that enable students to learn. Its components are the following:

- Communicating clearly and accurately
- Using questioning and discussion techniques
- Engaging students in learning
- Providing feedback to students
- Demonstrating flexibility and responsiveness

4. Performance Domain IV: Professional Responsibilities

Performance Domain IV: Professional Responsibilities, addresses a teacher's additional professional responsibilities, including self-assessment and reflection, communication with parents, participating in ongoing professional development, and contributing to the school and district environment. Its components are the following:

- Reflecting on teaching
- Maintaining accurate records

- Communicating with parents/guardians
- Growing and developing professionally
- Showing professionalism

C. Performance Criteria for Teachers Assigned to Other Than Regular Classroom Teaching Responsibilities

Teachers who are assigned to other than regular classroom responsibilities include counselors, media specialists, deans, department coordinators, some special education personnel, activities directors, athletic directors, and teachers on special assignment. In some cases, these duties are assigned on a full time basis. In other cases, the duties are part time in conjunction with a part-time teaching assignment.

Assignments of this nature require that the principal and the Office of Human Resources determine a job description appropriate to the position by September 15th of each school year. Such job descriptions must be approved by, and be on file in, the Office of Human Resources.

The criteria for evaluation of such staff will be directly related to elements of the agreed job description. Where the staff member serves as both a classroom teacher and in another capacity, the criteria for evaluation will include the teacher performance domains as well as others related to the job description as appropriate.

When teachers are appointed to positions (eg. a dean, a community administrator, a department coordinator, a teacher assistant-to-the-principal) to which evaluation responsibilities are delegated a specific criteria of their own performance evaluation will include their ability to make fair, professional, credible and effective evaluations.

PART TWO
EVALUATION PROCESS

A. Definitions: The following definitions shall be used for purposes of clarity in this policy only:

1. Administrator: “Administrator” shall be defined as any individual holding an administrative license in the state of Colorado whose position falls under the definition of “Administration” in Policy 4135 and who has been trained in the District’s evaluation process.
2. Evaluator: The term “evaluator” refers to those individuals who hold a proper Colorado administrative license and have received the required training in the District’s evaluation process.
3. Formal Observation Process: The “formal observation process” shall be defined as a pre-observation conference, a formal observation, and a post-observation conference between the evaluator and the teacher.

4. 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 topic as appropriate.
 5. 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.
 6. Formal Observation: The term “formal observation” shall be defined as an evaluator observing a teacher’s performance for at least 30 minutes and creating a record of matters observed, and an analysis of the activity(s) observed and recorded. Further, the length of the formal observation shall be at least the duration of one (1) complete instructional lesson.
 7. Informal Observation: “Informal Observation” shall be defined as those unscheduled observations of a teacher that may take place as an evaluator walks through a classroom, helps a student, or just “drops in” the teacher’s classroom for a few minutes, or otherwise observes a teacher in an interaction which has a bearing on that teacher’s performance of professional duties.
 8. Formative Evaluation Report: “Formative Evaluation Report” shall be defined as a report given to probationary teachers that is intended to provide feedback to assist the teacher in growing and/or improving the skills of being an effective teacher.
 9. Summative Evaluation Report: “Summative Evaluation Report” shall be defined as a report given to a teacher that shall include the evaluator’s conclusions regarding the quality and level of performance of the teacher being evaluated.
 10. Off-Cycle Observation: “Off-Cycle Observation” shall be defined as a scheduled or unscheduled observation of a non-probationary teacher of at least thirty (30) minutes in length or the length of a complete lesson. This observation will take place during a teacher’s non-evaluation year.
 11. Unsatisfactory Performance: For purposes of this policy, “unsatisfactory performance” shall be defined as fifty percent (50%) or more of the elements within at least one of the four domains being rated unsatisfactory.
- B. Procedure for Evaluation: All licensed teachers are evaluated according to the following procedures:
1. At the beginning of each school year, the Office of Human Resources will provide a list of teachers to be evaluated for that year to the principal of each building or to the administrator in charge of a program. The evaluator will give the teacher written notification that he/she will be evaluated during the current school year. This notification will be given prior to conducting any steps in the formal observation process.

If a teacher is assigned to more than one facility, the Office of Human Resources will designate the person responsible for the evaluation of that teacher at the beginning of the school year. The appropriate Executive Director of Instruction will notify the Office of Human Resources as to who the evaluator will be for each teacher who is assigned to more than one facility.

2. On or before October 15 for traditional calendar teachers, and on or before August 15 for year-round teachers, and in any event, before any formal observations of a teacher's performance are conducted, the evaluator will provide copies of Policy 4170 to those teachers to be evaluated and will meet with them individually or as a group to review the applicable portions of the evaluation policy. Upon the request of either the teacher or the evaluator, an individual meeting will take place to discuss specifics of the evaluation process as it relates to a particular teacher.
3. The teacher shall be responsible for the following:
 - reading and becoming knowledgeable of this teacher Performance Evaluation Policy,
 - completing a self-evaluation and otherwise preparing for the pre-conference prior to formal observations,
 - conferring with the evaluator regarding the evaluation process and report,
 - preparing for the conference with the evaluator to discuss the evaluation report, and
 - developing and implementing strategies to improve performance in areas identified during the observation and/or within the evaluation report.
4. The evaluation process may be initiated at any time by the teacher, or the principal/administrator.
5. An evaluator will be responsible for the following:
 - approving the individual teacher evaluation plan (Plan I, II, or III),
 - supervising the evaluation process,
 - identifying, following observation, performance areas needing improvement when necessary and giving specific recommendations for improvement, and ensuring the contents of the formative and/or summative evaluation report are an accurate reflection of the teacher's performance.

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 final draft of the evaluation report.

6. Formal observations are generally planned in advance by the evaluator and the teacher. The number of formal observations shall comply with the requirements for the particular evaluation plan applicable to the teacher. It is recognized that informal

observations and additional formal observations may occur as appropriate in the view of the evaluator.

7. Post-observation conferences in the formal observation process must be held within five (5) working days of the formal observation.

If two (2) formal observations in the same subject or course occur within three (3) working days of each other and if the evaluator is satisfied that the performance is satisfactory, a single pre-post conference may be used for both observations. The post-observation conference must be held within five (5) working days of the first, observation. In such instances, the requirement for the minimum number of observations shall be satisfied. If the evaluator has concerns regarding the teacher's performance, the evaluator must conduct at least one additional formal observation process. As with all subsequent observations when the evaluator has concerns, the evaluator must conduct an additional formal observation after sufficient time has passed between the identification of concerns and the follow-up observation in order to provide the teacher with sufficient time to incorporate suggestions for improvement in his/her teaching.

8. Informal observations allow an evaluator to validate or question data gathered at other times. Such activities would not require any conferences with the teacher unless they lead the evaluator to have concerns about the teacher's performance (or confirm such concerns). Following observations where concerns exist, the evaluator must discuss the issue(s) of concerns about the teacher's performance prior to it being included or referenced in the Summative Evaluation Report. It is intended that the discussion with the teacher be near in time to the occurrence of the event of concern, or to the point in time when the evaluator became aware of the concern.
9. Evaluation Report in this section (9) shall include both formative and summative evaluation reports.

Each evaluation report must be preceded by a final conference that could coincide with the final post-observation conference. In that final conference, the teacher will receive all information that will be used by the evaluator in developing the final evaluation report (e.g., observation records, information from other data sources). The teacher may request and will be provided a copy of the observation record(s) and/or any other information that is used in the evaluation report.

Within five (5) working days following the final conference, the teacher will receive the written evaluation report. Within five (5) working days after receiving that evaluation report, the teacher may request a conference to discuss the report further. Whether a conference is requested or not, the teacher must sign and return the evaluation report within the five (5) days after receiving it. The teacher's signature on the evaluation report verifies receipt of it and does not necessarily indicate agreement with its contents.

The teacher may respond in writing to the evaluation report. The teacher shall be responsible to provide the evaluator and the Office of Human Resources with copies

of any response. A copy of such response shall be attached to all copies of the final evaluation report.

10. Teacher evaluation reports must be signed by, a properly licensed and trained administrator. Both the evaluator and person being evaluated must sign the cover sheet confirming receipt of the report. The teacher's signature will indicate that a copy was received; it will not indicate the teacher's agreement with the contents of the report in whole or in part. The evaluator will provide a copy of the final evaluation report to the Office of Human Resources where it will be placed in the teacher's file. If the teacher wishes to respond to the evaluation report in writing, he/she will need to provide a copy of the response to the evaluator and the Office of Human Resources.
11. 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 and constitutional 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.
12. One element of professional evaluation is setting goals. Therefore, a part of the evaluation process shall include the teacher and evaluator jointly agreeing to one or more goals annually. Such goal-setting should occur in relation to the teacher's professional development, growth/improvements plans, as well as district, feeder, and building goals based on a range of data sources. Teachers and evaluators are encouraged to harmonize and align goals based on these various sources.
13. The evaluator must complete the summative evaluation report prior to recommending that a teacher be moved from the evaluation process to the remediation process. The evaluator must follow up such recommendation by informing the principal (if applicable) who shall inform the principal's supervisor and the Office of Human Resources of this recommendation.

C. Procedure for Probationary Teachers

1. All probationary teachers will be evaluated twice a year under Plan 1.
2. Probationary teachers will be subject to two (2) formal observations and one (1) Mid-Year Formative Evaluation Report during the first half of the school year, each year.
3. The Mid-Year Formative Evaluation Report shall be given at mid-year but not later than December 15 of the school year in which the process is being conducted. It requires a notation of the performance level for all appropriate areas and a conference with the teacher to discuss the report itself.
4. Probationary teachers will be subject to two (2) formal observations and one (1) Summative Evaluation Report during the second half of the school year, each year. Teachers in their first year of employment with the District will be evaluated only on the essential elements identified within each domain as shown on the Observation Record. The administrator shall complete this Summative Evaluation Report and hold

the discussion with the teacher regarding its contents not later than May 15 of each school year.

5. The Summative Evaluation Report and the corresponding observation process for probationary teachers will be completed by an administrator using Plan 1.

D. Procedure for Non-Probationary Teachers

Note: Please see Memorandum of Understanding titled “Evaluations of Satisfactorily Performing: a) Non-Probationary Teachers, b) Non-Probationary Nurses and c) Mental Health Employees With More Than Two Years of Experience in the District.”

1. Non-probationary teachers shall receive a Summative Evaluation Report with a formal observation at least once every three (3) years. The evaluator shall complete this Summative Evaluation Report and hold the discussion with the teacher regarding its contents not later than ten (10) working days prior to the end of the teacher’s contracted year. In other years, the non-probationary teacher shall receive at least one (1) off-year observation.
2. 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 the carrying-out of one or more elements of the evaluation process, with regard to specific teachers, to one or more individuals holding a principal or administrator license and trained in the District’s evaluation process. These individuals may include such personnel as assistant principals, department coordinators, deans, or teachers who are assistants to the principal.
3. During the years in which a non-probationary teachers is not scheduled for formal evaluation, the teacher and the evaluator, or designee trained in the evaluation process, will jointly develop professional Goals for the Current School Year. Consistent with the adopted plan, the evaluator or designee will conduct a minimum of one (1) observation, formal or informal. A record of the time and date of such observation shall be made using the Observation Record for Non-Evaluative Years. This observation does not require that a pre-observation conference or post-observation conference take place unless the evaluator has concerns about the teacher’s performance. Before a concern, observed in either a formal or informal observation, becomes part of a Summative Evaluation Report it must be discussed and/or communicated with the teacher.
4. Non-probationary teachers new to a building or assignment may be evaluated during their first year of such assignment, even though the teacher would otherwise not be due for formal evaluation.

E. Evaluation Report

Note: Please see Memorandum of Understanding titled “Evaluations of Satisfactorily Performing: a) Non-Probationary Teachers, b) Non-Probationary Nurses and c) Mental Health Employees With More Than Two Years of Experience in the District.”

1. The evaluation report is a written summary of the teacher’s performance in each of the four (4) performance domains as defined in the Observation Record.
2. The evaluation will contain a jointly developed growth or improvement plan, which shall be specific as to what improvements, if any, are needed in the performance of the licensed personnel and shall clearly set forth recommendations for improvement, including recommendations for additional education and training during the teacher's recertification process, and as documented in the goal-setting process;
3. The evaluator will give one copy of the evaluation report to the teacher, retain one copy, and send a copy to the Office of Human Resources for placement in the teacher's file.

F. Evaluation of Teachers Assigned to More Than One Facility

1. At the beginning of the school year, the Office of Human Resources will designate the person responsible for the evaluation of a teacher who is assigned to more than one facility. Principals from each facility where a teacher is assigned will provide input for the final evaluation report.

G. Process for Addressing Unsatisfactory Ratings

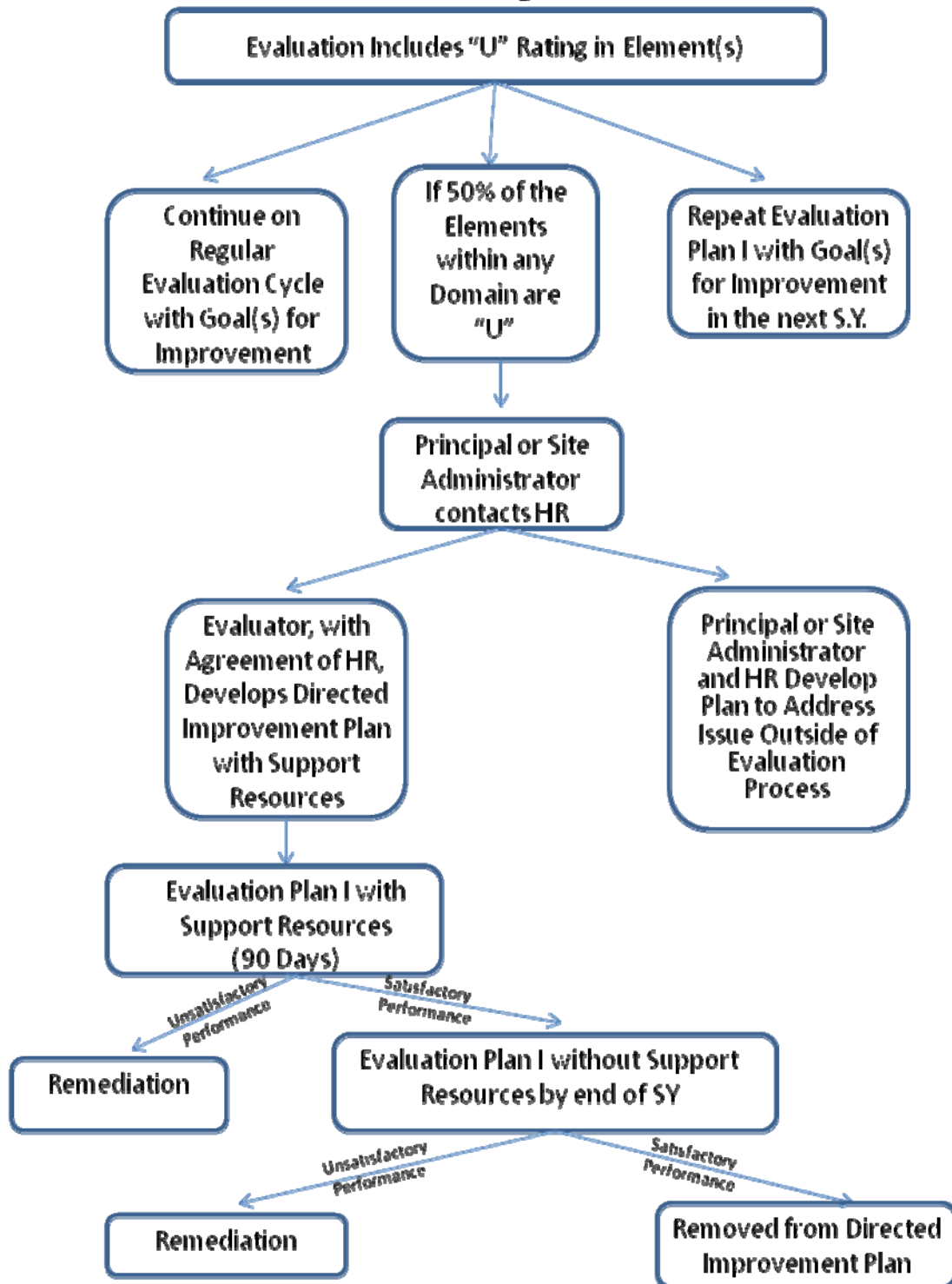
1. When the evaluator rates one or more elements on a teacher’s Summative Report to be unsatisfactory, the evaluator will develop a Goal for Improvement to address the area needing improvement. The evaluator may require that the teacher repeat Evaluation Plan I the following school year to ensure that element(s) needing improvement are addressed and that the teacher does indeed improve in the targeted element(s).
2. If the evaluator determines that fifty percent (50%) or more of the elements within any domain are found to be Unsatisfactory, 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 elements that are deemed Unsatisfactory, include correlating support resources, and specify a mutually-agreed upon timeline for implementation not to exceed thirty (30) working days. When the plan is finalized, the teacher will repeat Evaluation Plan I over the following ninety (90) day period.
3. At the end of the ninety (90) day Evaluation Plan I process, if the principal or site administrator does not observe satisfactory performance in targeted elements, the teacher will be moved to Remediation. If the principal or site administrator determines that performance in the targeted areas is satisfactory, the teacher will repeat Evaluation

Plan I without support resources until the completion of the current school year to demonstrate that growth has occurred and that the teacher's performance in the targeted elements can be maintained independent of those support resources.

4. Following the completion of Evaluation Plan I without support resources, if the principal or site administrator observes that the teacher has maintained satisfactory performance in the targeted elements, the teacher will be removed from the Directed Improvement Plan. If the principal or site administrator does not observe that the teacher has maintained satisfactory performance in the targeted elements, the teacher will be moved to Remediation.

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Process for Addressing Unsatisfactory Ratings



PART THREE
REMEDIATION PROCESS

A. Placement of Teachers in the Remediation Process

1. If a teacher's performance in one or more of the four performance domains is judged by the principal to be unsatisfactory, and the performance of the teacher has not sufficiently improved as a result of the evaluation process, the principal can move the teacher from the evaluation process to the remediation process. The principal will notify the teacher in writing of the decision to move from the evaluation process to the remediation process. The principal will also notify the teacher of his/her right to representation during the remediation process.
2. The principal will hold a conference with the teacher within five (5) working days following delivery of the written notification of movement from the evaluation process to the remediation process.
3. At the conference, the principal, the teacher and any other appropriate personnel, will
 - a) Review specific performance concerns identified in the evaluation report; and b)Formulate a written remediation plan including the following:
 1. Objectives for improving the identified performance concerns;
 2. Identification of resources and assistance available to implement the objectives;
 3. A timeline for completing the objectives;
 4. Criteria by which the attainment of the objectives will be measured;
 5. A minimum of monthly conferences to monitor progress on the Remediation plan objectives.
4. If agreement on any or all of the above items contained in Part III of this policy 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 state, in writing, whether the teacher has corrected the identified performance problems. The principal will then forward the remediation report and all supportive data to the teacher and the superintendent, attached to the standard remediation cover sheet. This report will include a recommendation to return the teacher to the evaluation process, to continue the remediation process for one more time period or to proceed to appropriate disciplinary action. Disciplinary action can include, but is not limited to, suspension and dismissal.

TEACHER REMEDIATION REPORT

Teacher's Name: _____ School: _____

Teaching Assignment: _____

Evaluator's Name	Title	Date
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1. WRITTEN NOTIFICATION of movement to Remediation:

 (Attach copy) (Date) _____ (Delivered by)

2. CONFERENCE to review specific concerns and develop Remediation Plan:
 (Attached Remediation Plan) _____
 (Date) _____ (Attended by)

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

FORMAL OBSERVATIONS CONFERENCES

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

OTHER DATA SOURCES: _____

4. RECOMMENDATION of the evaluator to:
 (Check one)
 _____ Return the evaluatee to the evaluation process
 _____ Extend Remediation Plan
 _____ Proceed to disciplinary action

TEACHER'S COMMENTS: (Please write on another sheet of paper and attach.)

Teacher's Signature: _____ Date: _____
 (The teacher's signature does not necessarily indicate agreement with the remediation report, but simply indicates that the teacher has read the report.)

Evaluator's Signature: _____ Date: _____

Supervisor of Evaluator: _____ Date: _____

Distribution of Copies: Original to Office of Human Resources/Copy to Teacher/Copy to Evaluator

The remediation report attached to this cover sheet will include:

1. A narrative on the performance of the evaluatee in relation to the written Remediation Plan.
2. A recommendation by the evaluator to return the evaluatee to the evaluation process, continue remediation or to proceed to disciplinary action.

PART FOUR **TRAINING OF EVALUATORS**

The success of a program of evaluation and remediation depends upon a high level of skill and training of all participants in the process. Evaluators will be trained in supervisory skills such as observation skills, conferencing skills, and completing the evaluation reports. In addition, emphasis will be placed on the understanding of the intent, criteria, and processes identified in this policy. It will be the responsibility of the Office of Human Resources to coordinate training opportunities.

Each evaluator will be evaluated on his/her ability to make fair, professional and credible evaluations. It will be the responsibility of the supervisor of each evaluator to evaluate these skills and make recommendations for training needed to the evaluator and to the Office of Human Resources for identifying content of future training programs.

PART FIVE **THE WRITTEN EVALUATION**

A. Completion of the Evaluation Report

The evaluation report will include the following:

1. Documentation of observations and dates of conferences on the Teacher Evaluation Report form which shall serve as a cover sheet for the summary by the evaluator on the strengths and weaknesses of the evaluatee in each of the four performance domains specified in this policy.
2. Evaluation reports for Plan I and Plan III will address the four performance domains. Any performance areas evaluated as unsatisfactory must be addressed according to the defining standards contained in the Performance Observation Record. The evaluator may add indicators which will further explain competency in the four performance domains as listed below:

Planning and Preparation
The Classroom Environment
Instruction
Professional Responsibilities

3. The evaluation report will also contain a jointly developed growth or improvement plan designed to improve teacher performance consistent with evaluation commentary,

including recommendations for additional education and training during the teacher's recertification process.

Additional Provisions

1. With the exception of the evaluation process (Part Two), neither party to this agreement is obligated to negotiate this policy in future negotiations.
2. The evaluation process (Part Two) will be negotiated by the District and the Association. This negotiation shall be conducted separately from the negotiations of other policies. Those recommendations agreed to during bargaining and those recommendations that could not be agreed to prior to impasse will be forwarded to the Certificated Personnel Performance Council for review and final recommendation(s) to the Board of Education.
3. 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.
4. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
5. Any additions, deletions or revision to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption of the Board.

Summative Teacher Evaluation System

These criteria and standards for evaluation and remediation of classroom teachers have been developed by the Cherry Creek Certificated Personnel Performance Evaluation Council and approved by the Board of Education.

The forms herein have been jointly agreed to by the Board of Education and the Cherry Creek Education Association.

Approved by Superintendent Mary F. Chesley, July 1, 2012

MEMORANDUM OF UNDERSTANDING

**Evaluations of Satisfactorily Performing: a) Non-Probationary Teachers, b) Non-Probationary Nurses and c) Mental Health Employees
With more than Two Years of Experience in the District
Cross Reference Policy 4170 Part II sections (D) and (E), Policy 4737
and Policy 4877 Part II sections (1)(b)**

The Cherry Creek School District and the Cherry Creek Education Association agree that for the 2012 - 2013 school year the language in the evaluation policy for satisfactorily performing non-probationary teachers (per Policy 4170), satisfactorily performing non-probationary nurses (per Policy 4137), or satisfactorily performing mental health employees with more than two years of experience in the school district (per Policy 4877) regarding utilization of alternative evaluation plans is to be interpreted in the following manner:

1. Those employees who fit the description in the previous paragraph shall be allowed to participate in an alternative evaluation process unless the evaluator provides in writing the basis for requiring them to participate in the Plan I process or its equivalent in Mental Health Policy.
2. Only an evaluator who falls under the definition of "Administration" in Policy 4135, 4735 or 4879 may evaluate a satisfactorily performing employee on Plan 1 or its equivalent in Mental Health Policy or deny such an employee the opportunity to pursue an alternative evaluation method.
3. For teachers and members of the mental health team, the basis for denying the individual the opportunity to pursue an alternative evaluation method shall be provided in writing to the employee at least ten (10) working days prior to any pre-observation conferences. In the case of nurses such a statement of basis for denying the opportunity to pursue a goal setting evaluation process shall be provided prior to either the evaluator, the nurse or the HSC embarking on the nurse evaluation process and no later than 5 days after the initial conference between the nurse and the evaluator regarding that year's evaluation process.
4. If the employee is not satisfied that the basis offered is sufficient, that employee may appeal it to the Assistant Superintendent of Human Resources.
5. The employee's appeal shall be submitted in writing within ten (10) working days following receipt of the written notification requiring them to participate in the Plan I process or its equivalent in Mental Health Policy from the evaluator and shall include an explanation of the reason or reasons for challenging the evaluator's decision.
6. A copy of the appeal shall be provided to the evaluator.

7. The Assistant Superintendent of Human Resources shall decide whether the appeal has merit or not and shall provide the evaluator and individual making the appeal the decision in writing within ten (10) working days of receiving the appeal. A copy shall also be provided to the President of the Cherry Creek Education Association.
8. The parties may extend the timelines for appealing a decision regarding the utilization of alternative evaluation plans if such extension is agreeable to all parties affected.
9. After making the appeal, no further steps in the evaluation process will take place until a decision is given by the Assistant Superintendent of Human Resources.
10. The decision of the Assistant Superintendent of Human Resources shall not be grievable for the period covered by this Memorandum of Understanding.
11. This language is not to be interpreted by either party to indicate that the policy language has a particular meaning after the expiration of this Memorandum of Understanding. This MOU is effective only for school year 2012 – 2013 unless specifically extended by the parties in writing.
12. This Memorandum of Understanding does not limit any other rights afforded employees or the District under their negotiated agreements.

CHERRY CREEK SCHOOL DISTRICT

GOALS FOR _____ SCHOOL YEAR

Name: _____

Date: _____

Position: _____

School: _____

- Probationary Teacher
- Plan I Teacher
- Plan II Teacher
- Plan III Teacher
- Teacher Non-evaluative Year

Directions for Establishing Goals

Measurable goals should be developed based on suggestions for professional growth/improvement plan from your last evaluation, district, feeder and building goals, student assessment data and your own professional development needs. Before turning in your goals, describe what measure(s) you will use at the end of the year to determine if you have met each goal. Be specific.

GOAL I (State measurable goal)	
ACTION PLAN (Describe the actions you will take to reach this goal.)	TIMELINE (Describe when each item of your action plan will be accomplished.)
MEASUREMENT (Describe the measurement/criteria you will use to determine if you've met this goal.)	

Name: _____

Date: _____

GOAL III (State measurable goal)	
ACTION PLAN (Describe the actions you will take to reach this goal.)	TIMELINE (Describe when each item of your action plan will be accomplished.)
MEASUREMENT (Describe the measurement/criteria you will use to determine if you've met this goal.)	

Both parties have agreed upon these goals.

Evaluator's Signature

Date

Teacher's Signature

Date

GOAL COMPLETION/SELF-EVALUATION

School Year _____

Directions for Goal Completion

Describe how you've accomplished your action plan for each goal and whether or not you've attained the criteria for successful completion of each goal.

GOAL I:
GOAL II:
GOAL III:

Evaluator's Signature

Date

Teacher's Signature

Date

**CHERRY CREEK SCHOOL DISTRICT
OBSERVATION RECORD**

Name _____

School _____ School Year _____

Current Assignment _____ Evaluator _____

Evaluator Assessment *∂*

Self Assessment *∂*

Pre-conference Date/Time _____

Pre-conference Date/Time _____

Pre-conference Date/Time _____

Observation Date/Time _____

Observation Date/Time _____

Observation Date/Time _____

Post-conference Date/Time _____

Post-conference Date/Time _____

Post-conference Date/Time _____

DOMAIN 1: PLANNING AND PREPARATION

Performance in Domain 1 is based on data from the pre-observation

Component 1a: Demonstrating Knowledge of Content and Pedagogy

ESSENTIAL

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Knowledge of Content ESSENTIAL	Teacher makes content errors and/or does not correct student's content errors.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
2. Knowledge of Prerequisite Relationships ESSENTIAL	Teacher displays little understanding of prerequisite knowledge important for student learning of the content.	Teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Teacher actively builds on knowledge of prerequisite relationships when planning instruction or seeking causes for student misunderstanding.
3. Knowledge of Content-Related Pedagogy	Teacher displays little understanding of pedagogical issues involved in student learning of the content.	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices are varied and reflect current research on best practice within the discipline, but may not anticipate student misconceptions.	Teacher displays continuing search for best practice and anticipates student misconceptions.
Comments:				

Component 1b: Demonstrating Knowledge of Students				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Knowledge of Characteristics of Age Group ESSENTIAL	Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of developmental characteristic of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Teacher displays knowledge of typical developmental characteristics of age group, exceptions to the patterns, and plans to accommodate individual needs.
2. Knowledge of Students' Varied Approaches to Learning ESSENTIAL	Teacher is unfamiliar with the different approaches to learning that students exhibit, i.e. learning styles, modalities, and different "intelligences."	Teacher displays general understanding of the different approaches to learning that students exhibit, i.e. learning styles, modalities, and different "intelligences."	Teacher displays solid understanding of the different approaches to learning that different students exhibit, i.e. learning styles, modalities, and different "intelligences."	Teacher uses knowledge of students' varied approaches to learning in instructional planning, i.e. learning styles, modalities, and different "intelligences."
3. Knowledge of Students' Skills and Knowledge ESSENTIAL	Teacher displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Teacher displays knowledge of students' skills including those with special needs.	Teacher displays knowledge of students' skills including those with special needs and integrates knowledge into lesson planning and design.
4. Knowledge of Students' Interests and Cultural Heritage	Teacher displays little knowledge of students' interests or cultural heritage and does not indicate that such knowledge is important.	Teacher recognizes the importance of understanding students' interests or cultural heritage but displays this knowledge for the class only as a whole.	Teacher displays knowledge of the interests or cultural heritage of groups of students.	Teacher integrates knowledge of the interests or cultural heritage into lesson planning and design.
Comments:				

Component 1c: Selecting Instructional Goals				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Value ESSENTIAL	Learning goals are not valuable and represent low expectations or no conceptual understanding for students. Learning goals do not reflect important learning.	Learning goals are moderately valuable in expectations, conceptual understanding and importance.	Learning goals are valuable in their level of expectations, conceptual understanding, and importance.	Not only are the learning goals valuable, but also teacher can clearly articulate how learning goals establish high expectations and relate to curriculum frameworks and standards.
2. Clarity ESSENTIAL	Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.	Goals are clear, written in the form of student learning, and permit viable methods of assessment.
3. Suitability for Diverse Students.	Goals are not suitable for the class.	Most of the goals are suitable for most students in the class.	Goals are suitable for most students in the class.	Goals take into account the varying learning needs of individual students or groups.

4. Balance	Goals reflect only one type of learning and one discipline or strand.	Goals reflect several different types of learning but no effort at coordination or integration.	Goals reflect several different types of learning and opportunities for integration.	Goals reflect student initiative in establishing important learning.
Comments:				

Component 1d: Designing Coherent Instruction				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	<u>UNSATISFACTORY</u>	<u>EMERGING/PARTIALLY PROFICIENT</u>	<u>PROFICIENT</u>	<u>DISTINGUISHED</u>
1. Lesson and Unit Structure ESSENTIAL	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson or unit's structure is clear and allows for different pathways according to student needs.
2. Learning Activities ESSENTIAL	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	The learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities are highly relevant to student and instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.
3. Resources for Teaching and Student Learning	Teacher is unaware of resources available through the school or district.	Teacher displays limited awareness of resources available through the school or district.	Teacher displays awareness of resources available through the school or district and knows how to access them.	In addition to being aware of school and district resources, teacher actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
4. Instructional Materials and Resources ESSENTIAL	Materials and resources do not support the instructional goals or engage student in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	Most materials and resources support the instructional goals, and most engage students in meaningful learning.	Materials and resources support the instructional goals, and engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials when appropriate.
5. Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are utilized and mostly support the instructional goals.	Instructional groups are varied, as appropriate to the different instructional goals. There is evidence of student choice in selecting different patterns of instructional groups when appropriate. Explain rationale for grouping or non-grouping of students.
Comments:				

Component 1e: Assessing Student Learning				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	<u>UNSATISFACTORY</u>	<u>EMERGING/PARTIALLY PROFICIENT</u>	<u>PROFICIENT</u>	<u>DISTINGUISHED</u>
1. Congruence with Instructional Goals ESSENTIAL	Content and methods of assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	The instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than to others.	The proposed approach to assessment is completely congruent with the instructional goals, both in content and process.
2. Criteria and Standards ESSENTIAL	The assessment criteria (rubric) and standards being assessed are unclear.	The assessment criteria (rubric) and standard have been developed, but they may be either unclear or have not been clearly communicated to students.	The assessment was designed prior to instruction. The standards being assessed and the assessment criteria (rubric) have both been clearly communicated to student.	The assessment was designed prior to instruction. The standards being assessed and the assessment criteria (rubric) have both been clearly communicated to student. There is evidence that students use the assessment criteria to self-assess their learning.
3. Use for Planning ESSENTIAL	The assessment results affect planning for these students only minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students. There is evidence that students use the assessment criteria to self-assess their learning.	Teacher uses assessment results to plan for individuals and groups of students. Students are aware of how they are meeting the established standards and take responsibility for setting their own learning goals.
Comments:				

DOMAIN 2: THE CLASSROOM ENVIRONMENT

Performance in Domain 2 is based on direct classroom observations

Component 2a: Creating an Environment of Respect and Rapport				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	<u>UNSATISFACTORY</u>	<u>EMERGING/PARTIALLY PROFICIENT</u>	<u>PROFICIENT</u>	<u>DISTINGUISHED</u>
1. Teacher Interaction With Students ESSENTIAL	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual.
2. Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine respect for one another by supporting each other's learning.
Comments:				

Component 2b: Establishing a Culture for Learning				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Importance of the Content ESSENTIAL	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm of the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and quality of work that they value the content's importance.
2. Student Responsibility for Quality Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high-quality work.	Students are aware of their responsibility to "do good work" but invest little of their energy in the quality of the work.	Students accept teacher insistence on work of high quality.	Students review and reflect to ensure high quality work.
3. Expectations for Learning and Achievement ESSENTIAL	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher collaborate on learning activities, interactions, and environment to promote high expectations of all students.
Comments:				

Component 2c: Managing Classroom Procedures				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Management of Instructional Groups	Students not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity when appropriate.
2. Management of Transitions ESSENTIAL	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students being given and assuming responsibility for their role.
3. Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation when appropriate.
4. Management of Noninstructional Responsibilities ESSENTIAL	Considerable instructional time is lost in performing expected noninstructional responsibilities.	Systems for performing expected noninstructional responsibilities are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing expected noninstructional responsibilities are in place, resulting in minimal loss of instructional time.	Systems for performing expected noninstructional responsibilities are well established, resulting in efficient use of instructional time.
3. Supervision of Paraprofessionals and volunteers (only if needed)	Paraprofessionals and volunteers have no clearly defined duties or do nothing most of the time.	Paraprofessionals and volunteers are productively engaged during portions of class time but require frequent supervision.	Paraprofessionals and volunteers are productively and independently engaged during the entire class.	Paraprofessionals and volunteers make a substantive contribution to the classroom environment.
Comments:				

Component 2d: Managing Student Behavior				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Expectations ESSENTIAL	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct have been made clear to students by the teacher.	Standards of conduct are clear to students and appear to have been embedded in the culture of the classroom.
2. Monitoring of Student Behavior ESSENTIAL	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior most of the time.	Monitoring by teacher is subtle and preventive. Students contribute to the overall positive behavior of the class.
3. Response to Student Misbehavior ESSENTIAL	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occur.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective or student behavior is entirely appropriate.
Comments:				

Component 2e: Organizing Physical Space				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Safety and Arrangement of Furniture ESSENTIAL	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.	The classroom is safe, and classroom furniture is adjusted to the lesson, with limited effectiveness.	The classroom is safe, and the furniture is adjusted for a lesson or, if necessary, a lesson is adjusted to the furniture effectively.	The classroom is safe, and the furniture arrangement is a resource for learning activities.
2. Accessibility to Learning and Use of Resources	Teacher uses supplies, materials and resources poorly, or learning is not accessible to some students.	Teacher uses supplies, materials and resources adequately, and at least essential learning is accessible to all students.	Teacher uses supplies, materials and resources skillfully, and learning is equally accessible to students.	Both teacher and students use supplies, materials and resources optimally.
Comments:				

DOMAIN 3: INSTRUCTION

Performance in Domain 3 is based on direct classroom observations

Component 3a: Communicating Clearly and Accurately
ESSENTIAL

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Directions and Procedures ESSENTIAL	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.
2. Oral and Written Language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague or used incorrectly, leaving students confused.	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.
Comments:				

Component 3b: Using Questioning and Discussion Techniques
ESSENTIAL

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Quality of Questions ESSENTIAL	Teacher's questions are generally of poor quality and do not enhance the learning objective.	Some of the teacher's questions enhance the learning objective. Only some invite a response.	Most of the teacher's questions are of high quality. Adequate time is available for students to respond.	Teacher's questions enhance the learning objective with adequate time for students to respond. Students formulate many questions.
2. Discussion Techniques	Teacher's interaction with students does not promote discussion.	Teacher makes some attempt to engage students in an effective discussion with inconsistent results.	Classroom interaction represents effective discussion, with teacher facilitating.	Teacher facilitates effective discussion wherein students assume responsibility for the success of the discussion, initiating topics and making unsolicited contributions when developmentally appropriate.
3. Student Participation ESSENTIAL	Only a few students participate in the discussion	Teacher attempts to engage all students in the discussion, but with only limited success.	Teacher successfully engages most students in the discussion.	Teachers and students work cooperatively to ensure that all voices are heard in the discussion.
Comments:				

Component 3c: Engaging Students in Learning				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Content of Instruction ESSENTIAL	Content of instruction is inappropriate and unclear or uses poor examples and analogies.	Content of instruction is inconsistent in quality: Some is done skillfully, with good examples; other portions are difficult to follow.	Content of instruction is appropriate and links well with students' knowledge and experience.	Content of instruction is appropriate and links well with students' knowledge and experience. Students contribute to representation of content.
2. Activities and Assignments ESSENTIAL	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally.	Some activities and assignments are appropriate to students and engage them mentally, but others do not.	Most activities and assignments are appropriate to students. Almost all students are cognitively engaged in them.	Students are cognitively engaged in the activities and assignments in their exploration of content. Where appropriate, students initiate or adapt activities and projects to enhance understanding.
3. Differentiation	Differentiation through instructional grouping and/or individualization is not evident or is inappropriate to the students and/or to the instructional goals of the lesson.	Differentiation through instructional grouping and/or individualization is only moderately successful in addressing the needs of students and advancing the instructional goals of the lesson.	Differentiation is evidenced through instructional groups and/or individualization, which is productive and fully appropriate for most students and the instructional goals of the lesson.	Differentiation is evidenced through instructional grouping and/or individualization, which is productive and fully appropriate to the instructional goals of the lesson. Where developmentally appropriate, students take the initiative to influence instructional groups to advance their understanding.
4. Instructional Materials and Resources	Instructional materials and resources are unsuitable to the instructional goals or do not cognitively engage students.	Instructional materials and resources are partially suitable to the instructional goals, or students' level of cognitive engagement is moderate.	Instructional materials and resources are suitable to the instructional goals and cognitively engage most students.	Instructional materials and resources are suitable to the instructional goals and cognitively engage students. Where developmentally appropriate, students are allowed to choose, adapt, or create materials to enhance their own purposes.
5. Structure and Pacing ESSENTIAL	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent/appropriate to the instructional goals.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.
Comments:				

Component 3d: Providing Feedback to Students				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Quality: Accurate, Substantive, Constructive, and Specific ESSENTIAL	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality: Some elements of high quality are present; others are not.	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
2. Timeliness ESSENTIAL	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students make use of the feedback in their learning.
Comments:				

Component 3e: Demonstrating Flexibility and Responsiveness				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Lesson Adjustment (only if needed)	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson.	Teacher attempts to adjust a lesson, with limited success.	Teacher makes an adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes an adjustment to a lesson that enhances student learning.
2. Response to Students	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests, but the effect disrupts the cohesiveness of the lesson.	Teacher successfully accommodates students' questions or interests while maintaining the integrity of the lesson.	Teacher seizes an opportunity to enhance objectives by building on a spontaneous event.
3. Persistence	Teacher does not assume responsibility for the student's lack of success.	Teacher assumes responsibility for the success of all students but has only a limited repertoire of instructional strategies to use.	Teacher persists in seeking approaches for students who have difficulty learning, possessing a growing repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.
Comments:				

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Performance in Domain 4 is based on the post observation conference

Component 4a: Reflecting on Teaching				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Perception of Lesson Effectiveness ESSENTIAL	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
2. Use in Future Teaching ESSENTIAL	Teacher has no suggestions for how a lesson may be improved another time.	Teacher makes general suggestions about how a lesson may be improved.	Teacher makes a few specific suggestions of what he may try another time.	Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with probable successes of different approaches.
Comments:				

Component 4b: Maintaining Accurate Records				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Student Completion of Assignments ESSENTIAL	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. In addition, students monitor their own assignment completion.
2. Student Progress in Learning ESSENTIAL	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and partially effective	Teacher's system for maintaining information on student progress in learning is effective.	Teacher's system for maintaining information on student progress in learning is fully effective and aligns with standards.
3. Noninstructional Records ESSENTIAL	Teacher's records for noninstructional activities are in disarray, resulting in errors and confusion.	Teacher's records for noninstructional activities are adequate, but they require frequent monitoring to avoid error.	Teacher's system for maintaining information on noninstructional activities is fully effective.	Teacher's system for maintaining information on noninstructional activities is highly effective, and students contribute to its maintenance when appropriate.
Comments:				

Component 4c: Communicating with Families				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Information About the Instructional Program ESSENTIAL	Teacher provides little information about the instructional program to families.	Teacher participates in the school's activities for parent communication but offers little additional information.	Teacher provides frequent information to parents, as appropriate, about the instructional program.	Teacher provides frequent information to parents, as appropriate, about the instructional program. Students participate in preparing materials for their families.
2. Information About Individual Students ESSENTIAL	Teacher provides minimal information to parents and does not respond professionally to parent concerns about students.	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns.	Teacher provides information to parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled professionally and effectively.
Comments:				

Component 4d: Contributing to the School and District				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Service to the School	Teacher avoids becoming involved in school events.	Teacher participates in school events when specifically asked.	Teacher volunteers to participate in school events, making a positive contribution.	Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life.
2. Participation in School and District Projects	Teacher avoids becoming involved in school and district projects.	Teacher participates in school and district projects when specifically asked.	Teacher volunteers to participate in school and district projects, making a positive contribution.	Teacher volunteers to participate in school and district projects, making a positive contribution, and assumes a leadership role in a school or district project.
Comments:				

Component 4e: Growing and Developing Professionally				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Enhancement of Content Knowledge and Pedagogical Skill ESSENTIAL	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and systematically applies new knowledge in their classroom.
2. Service to the Profession	Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher finds limited ways to contribute to the profession.	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession, such as mentoring new teachers, writing articles for publication, and making presentations.
Comments:				

Component 4f: Showing Professionalism				
ESSENTIAL				
ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	EMERGING/PARTIALLY PROFICIENT	PROFICIENT	DISTINGUISHED
1. Addressing Student Needs	Teacher is unaware of the individual needs of students.	Teacher is inconsistent in addressing the individual needs of students.	Teacher is aware of individual needs of students and effectively addresses those needs.	Teacher is highly proactive in identifying and addressing the individual needs of students.
2. Advocacy ESSENTIAL	Teacher contributes to school practices that result in some students being ill served by the school.	Teacher is unaware of ways they contribute to students being ill served by the school.	Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.	Teacher makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
3. Decision Making ESSENTIAL	Teacher makes decisions based on self-serving interests.	Teacher's decisions are based on limited though genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision-making.	Teacher takes a leadership role in team or departmental decision-making and helps ensure that such decisions are based on the highest professional standards.
3. Relationships with Colleagues ESSENTIAL	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.
4. School Climate ESSENTIAL	Teacher makes little or no contribution to a positive school climate, and behaviors may even have a negative impact.	Teacher makes limited contributions to a positive school climate.	Teacher actively participates in contributing positively to the overall school climate.	Teacher takes a leadership role in building a positive school climate.

5. Professional Responsibilities ESSENTIAL	Teacher inconsistently meets professional responsibilities within expected schedules and deadlines.	Teacher meets professional responsibilities within expected schedules and deadlines most of the time.	Teacher meets professional responsibilities within expected schedules and deadlines.	Teacher completes own responsibilities and also assists others where needed.
Comments:				

**CHERRY CREEK SCHOOL DISTRICT
MID-YEAR FORMATIVE FEEDBACK
PROBATIONARY TEACHER**

School Year _____

Name _____ Social Security # _____

Position _____ School _____

Evaluator _____ Date of Evaluation Conference _____

BACKGROUND AND ASSIGNMENT:

This evaluation is based, in part, on formal observations conducted on the following dates:

Observation Date(s)	Conference Date(s)
_____	_____
_____	_____
_____	_____
_____	_____

In addition to observations, relevant sources of documentation of performance may be cited.

OTHER DATA SOURCES:

When a teacher is judged to perform at the “proficient” level on the essential elements of that domain, no narrative is required for that domain. If a teacher performs at the emerging level on any of the essential elements of a domain, the evaluator will make recommendations for improvement. Future supervision efforts will focus on those elements. It is the expectation that at the end of the probationary period the teacher will be proficient on all essential elements.

- Distinguished performance is that which exceeds the standard. (It is not an expectation that probationary teachers attain this level of performance unless they have extensive prior teaching experience.)
- Proficient performance is that which meets the standard.
- Emerging performance shows developing practice.
- Unsatisfactory performance does not meet the standards.

Name _____

Performance Standards (Narrative of Strengths and Weaknesses)

Key: U...Unsatisfactory E...Emerging P...Proficient D...Distinguished

➤ **Indicates an essential element. (Teachers in their first year of service to the District will only be evaluated on the essential elements within each domain as identified below. Second and third year teachers are evaluated on all domain elements.)**

Domain 1: PLANNING AND PREPARATION	U	E	P	D
1a. Demonstrating Knowledge of Content and Pedagogy				
➤ Knowledge of Content				
➤ Knowledge of Prerequisite Relationships				
Knowledge of Content-Related Pedagogy				
1b. Demonstrating Knowledge of Students				
➤ Knowledge of Characteristics of Age Group				
➤ Knowledge of Students' Varied Approaches to Learning				
➤ Knowledge of Students' Skills and Knowledge				
Knowledge of Students' Interests and Cultural Heritage				
1c. Selecting Instructional Goals				
➤ Value				
➤ Clarity				
Suitability for Diverse Students				
Balance				
1d. Designing Coherent Instruction				
➤ Lesson and Unit Structure				
➤ Learning Activities				
Resources for Teaching and Student Learning				
➤ Instructional Materials and Resources				
Instructional Groups				
1e. Assessing Student Learning				
➤ Congruence with Instructional Goals				
➤ Criteria and Standards				
➤ Use for Planning				

Comments:

Name _____

Key: U...Unsatisfactory E...Emerging P...Proficient D...Distinguished

➤ Indicates an essential element. (Teachers in their first year of service to the District will only be evaluated on the essential elements within each domain as identified below. Second and third year teachers are evaluated on all domain elements.)

Domain 2: CLASSROOM ENVIRONMENT	U	E	P	D
2a. Creating an Environment of Respect and Rapport				
➤ Teacher Interaction With Students				
➤ Student Interaction				
2b. Establishing a Culture for Learning				
➤ Importance of the Content				
Student Responsibility for Quality Work				
➤ Expectations for Learning and Achievement				
2c. Managing Classroom Procedures				
Management of Instructional Groups				
➤ Management of Transitions				
Management of Materials and Supplies				
➤ Management of Non-instructional Responsibilities				
Supervision of Paraprofessionals and volunteers (only if needed)				
2d. Managing Student Behavior				
➤ Expectations				
➤ Monitoring of Student Behavior				
➤ Response to Student Misbehavior				
2e. Organizing Physical Space				
➤ Safety and Arrangement of Furniture				
Accessibility to Learning and Use of Resources				

Comments:

Name _____

Key: U...Unsatisfactory E...Emerging P...Proficient D...Distinguished

➤ Indicates an essential element. (Teachers in their first year of service to the District will only be evaluated on the essential elements within each domain as identified below. Second and third year teachers are evaluated on all domain elements.)

Domain 3: INSTRUCTION	U	E	P	D
3a. Communicating Clearly and Accurately				
➤ Directions and Procedures				
Oral and Written Language				
3b. Using Questioning and Discussion Techniques				
➤ Quality of Questions				
Discussion Techniques				
➤ Student Participation				
3c. Engaging Students in Learning				
➤ Content of Instruction				
➤ Activities and Assignments				
Differentiation				
Instructional Materials and Resources				
➤ Structure and Pacing				
3d. Providing Feedback to Students				
➤ Quality: Accurate, Substantive, Constructive and Specific				
➤ Timeliness				
3e. Demonstrating Flexibility and Responsiveness				
Lesson Adjustment (only if needed)				
Response to Students				
Persistence				

Comments:

Name _____

Key: U...Unsatisfactory E...Emerging P...Proficient D...Distinguished

➤ Indicates an essential element. (Teachers in their first year of service to the District will only be evaluated on the essential elements within each domain as identified below. Second and third year teachers are evaluated on all domain elements.)

Domain 4: PROFESSIONAL RESPONSIBILITIES	U	E	P	D
4a. Reflecting on Teaching				
➤ Perception of Lesson Effectiveness				
➤ Use in Future Teaching				
4b. Maintaining Accurate Records				
➤ Student Completion of Assignments				
➤ Student Progress in Learning				
➤ Non-instructional Records				
4c. Communicating with Families				
➤ Information About the Instructional Program				
➤ Information About Individual Students				
4d. Contributing to the School and District				
Service to the School				
Participation in School and District Projects				
4e. Growing and Developing Professionally				
➤ Enhancement of Content Knowledge and Pedagogical Skill				
Service to the Profession				
4f. Showing Professionalism				
Addressing Student Needs				
➤ Advocacy				
➤ Decision Making				
➤ Relationships with Colleagues				
➤ School Climate				
➤ Professional Responsibilities				
Comments:				

TEACHER'S COMMENTS: (If you need more space, please write on another sheet of paper and attach.)

Teacher's Signature: _____ Date: _____
(The teacher's signature does not necessarily indicate agreement with the evaluation, but simply indicates that the teacher has read the evaluation.)

Evaluator's Signature: _____ Date: _____

Supervisor of Evaluator's Signature: _____ Date: _____

and/or

Executive Director's Signature: _____ Date: _____

Approved by Superintendent, Mary F. Chesley, July 1, 2009

**CHERRY CREEK SCHOOL DISTRICT
SUMMATIVE EVALUATION REPORT
PROBATIONARY TEACHER**

School Year _____

Name _____ Social Security # _____

Position _____ School _____

Evaluator _____ Date of Evaluation Conference _____

BACKGROUND AND ASSIGNMENT:

This evaluation is based, in part, on formal observations conducted on the following dates:

Observation Date(s)	Conference Date(s)
_____	_____
_____	_____
_____	_____
_____	_____

In addition to observations, relevant sources of documentation of performance may be cited.

OTHER DATA SOURCES:

When a teacher is judged to perform at the “proficient” level on the essential elements of that domain, no narrative is required for that domain. If a teacher performs at the emerging level on any of the essential elements of a domain, the evaluator will make recommendations for improvement. Future supervision efforts will focus on those elements. It is the expectation that at the end of the probationary period the teacher will be proficient on all essential elements.

- Distinguished performance is that which exceeds the standard. (It is not an expectation that probationary teachers attain this level of performance unless they have extensive prior teaching experience.)
- Proficient performance is that which meets the standard.
- Emerging performance shows developing practice.
- Unsatisfactory performance does not meet the standards.

PERFORMANCE EVALUATION

Name _____

Performance Standards (Narrative of Strengths and Weaknesses)

Key: U...Unsatisfactory E...Emerging P...Proficient D...Distinguished

- Indicates an essential element. (Teachers in their first year of service to the District will only be evaluated on the essential elements within each domain as identified below. Second and third year teachers are evaluated on all domain elements.)

Domain 1: PLANNING AND PREPARATION	U	E	P	D
1a. Demonstrating Knowledge of Content and Pedagogy				
➤ Knowledge of Content				
➤ Knowledge of Prerequisite Relationships				
Knowledge of Content-Related Pedagogy				
1b. Demonstrating Knowledge of Students				
➤ Knowledge of Characteristics of Age Group				
➤ Knowledge of Students' Varied Approaches to Learning				
➤ Knowledge of Students' Skills and Knowledge				
Knowledge of Students' Interests and Cultural Heritage				
1c. Selecting Instructional Goals				
➤ Value				
➤ Clarity				
Suitability for Diverse Students				
Balance				
1d. Designing Coherent Instruction				
➤ Lesson and Unit Structure				
➤ Learning Activities				
Resources for Teaching and Student Learning				
➤ Instructional Materials and Resources				
Instructional Groups				
1e. Assessing Student Learning				
➤ Congruence with Instructional Goals				
➤ Criteria and Standards				
➤ Use for Planning				
Comments:				

Name _____

Key: U...Unsatisfactory E...Emerging P...Proficient D...Distinguished

- **Indicates an essential element. (Teachers in their first year of service to the District will only be evaluated on the essential elements within each domain as identified below. Second and third year teachers are evaluated on all domain elements.)**

Domain 2: CLASSROOM ENVIRONMENT	U	E	P	D
2a. Creating an Environment of Respect and Rapport				
➤ Teacher Interaction With Students				
➤ Student Interaction				
2b. Establishing a Culture for Learning				
➤ Importance of the Content				
Student Responsibility for Quality Work				
➤ Expectations for Learning and Achievement				
2c. Managing Classroom Procedures				
Management of Instructional Groups				
➤ Management of Transitions				
Management of Materials and Supplies				
➤ Management of Non-instructional Responsibilities				
Supervision of Paraprofessionals and volunteers (only if needed)				
2d. Managing Student Behavior				
➤ Expectations				
➤ Monitoring of Student Behavior				
➤ Response to Student Misbehavior				
2e. Organizing Physical Space				
➤ Safety and Arrangement of Furniture				
Accessibility to Learning and Use of Resources				

Comments:

Name _____

Key: U...Unsatisfactory E...Emerging P...Proficient D...Distinguished

- **Indicates an essential element. (Teachers in their first year of service to the District will only be evaluated on the essential elements within each domain as identified below. Second and third year teachers are evaluated on all domain elements.)**

Domain 3: INSTRUCTION	U	E	P	D
3a. Communicating Clearly and Accurately				
➤ Directions and Procedures				
Oral and Written Language				
3b. Using Questioning and Discussion Techniques				
➤ Quality of Questions				
Discussion Techniques				
➤ Student Participation				
3c. Engaging Students in Learning				
➤ Content of Instruction				
➤ Activities and Assignments				
Differentiation				
Instructional Materials and Resources				
➤ Structure and Pacing				
3d. Providing Feedback to Students				
➤ Quality: Accurate, Substantive, Constructive and Specific				
➤ Timeliness				
3e. Demonstrating Flexibility and Responsiveness				
Lesson Adjustment (only if needed)				
Response to Students				
Persistence				
Comments:				

Name _____

Key: U...Unsatisfactory E...Emerging P...Proficient D...Distinguished

- **Indicates an essential element. (Teachers in their first year of service to the District will only be evaluated on the essential elements within each domain as identified below. Second and third year teachers are evaluated on all domain elements.)**

Domain 4: PROFESSIONAL RESPONSIBILITIES	U	E	P	D
4a. Reflecting on Teaching				
➤ Perception of Lesson Effectiveness				
➤ Use in Future Teaching				
4b. Maintaining Accurate Records				
➤ Student Completion of Assignments				
➤ Student Progress in Learning				
➤ Non-instructional Records				
4c. Communicating with Families				
➤ Information About the Instructional Program				
➤ Information About Individual Students				
4d. Contributing to the School and District				
Service to the School				
Participation in School and District Projects				
4e. Growing and Developing Professionally				
➤ Enhancement of Content Knowledge and Pedagogical Skill				
Service to the Profession				
4f. Showing Professionalism				
Addressing Student Needs				
➤ Advocacy				
➤ Decision Making				
➤ Relationships with Colleagues				
➤ School Climate				
➤ Professional Responsibilities				

Comments:

AREAS FOR GROWTH AND IMPROVEMENT

These evaluator's recommendations should be incorporated into the teacher's goal setting process the following school year:

PROGRESS ON PROFESSIONAL GOALS:

- Satisfactory
- Unsatisfactory

Comments:

Teacher Signature

Date

Evaluator Signature

Date

The teacher's signature on this form represents neither acceptance nor approval of the report. It indicates that the teacher has reviewed the report in conference with the evaluator. The teacher may reply in writing. The teacher's statement should be in duplicate and attached to this form.

Comments attached: Yes No

Supervisor of Evaluator Signature

Date

and/or

Executive Director Signature

Date

The Supervisor's signature on this form verifies that the report has been reviewed and that the proper process and procedure appear to have been followed.

Approved by Superintendent Mary F. Chesley, July 1, 2009

PERFORMANCE EVALUATION

Name _____

Performance Standards (Narrative of Strengths and Weaknesses)

Key: U...Unsatisfactory PP...Partially Proficient P...Proficient D...Distinguished

Domain 1: PLANNING AND PREPARATION	U	PP	P	D
1a. Demonstrating Knowledge of Content and Pedagogy				
Knowledge of Content				
Knowledge of Prerequisite Relationships				
Knowledge of Content-Related Pedagogy				
1b. Demonstrating Knowledge of Students				
Knowledge of Characteristics of Age Group				
Knowledge of Students' Varied Approaches to Learning				
Knowledge of Students' Skills and Knowledge				
Knowledge of Students' Interests and Cultural Heritage				
1c. Selecting Instructional Goals				
Value				
Clarity				
Suitability for Diverse Students				
Balance				
1d. Designing Coherent Instruction				
Lesson and Unit Structure				
Learning Activities				
Resources for Teaching and Student Learning				
Instructional Materials and Resources				
Instructional Groups				
1e. Assessing Student Learning				
Congruence with Instructional Goals				
Criteria and Standards				
Use for Planning				

Domain 1: PLANNING AND PREPARATION Satisfactory Unsatisfactory

Comments:

Name _____

Key: U...Unsatisfactory PP...Partially Proficient P...Proficient D...Distinguished

Domain 2: CLASSROOM ENVIRONMENT	U	PP	P	D
2a. Creating an Environment of Respect and Rapport				
Teacher Interaction With Students				
Student Interaction				
2b. Establishing a Culture for Learning				
Importance of the Content				
Student Responsibility for Quality Work				
Expectations for Learning and Achievement				
2c. Managing Classroom Procedures				
Management of Instructional Groups				
Management of Transitions				
Management of Materials and Supplies				
Management of Non-instructional Responsibilities				
Supervision of Paraprofessionals and volunteers (only if needed)				
2d. Managing Student Behavior				
Expectations				
Monitoring of Student Behavior				
Response to Student Misbehavior				
2e. Organizing Physical Space				
Safety and Arrangement of Furniture				
Accessibility to Learning and Use of Resources				

Domain 2: CLASSROOM ENVIRONMENT Satisfactory Unsatisfactory

Comments:

Name _____

Key: U...Unsatisfactory PP...Partially Proficient P...Proficient D...Distinguished

Domain 3: INSTRUCTION	U	PP	P	D
3a. Communicating Clearly and Accurately				
Directions and Procedures				
Oral and Written Language				
3b. Using Questioning and Discussion Techniques				
Quality of Questions				
Discussion Techniques				
Student Participation				
3c. Engaging Students in Learning				
Content of Instruction				
Activities and Assignments				
Differentiation				
Instructional Materials and Resources				
Structure and Pacing				
3d. Providing Feedback to Students				
Quality: Accurate, Substantive, Constructive and Specific				
Timeliness				
3e. Demonstrating Flexibility and Responsiveness				
Lesson Adjustment (only if needed)				
Response to Students				
Persistence				

Domain 3: INSTRUCTION Satisfactory Unsatisfactory

Comments:

Name _____

Key: U...Unsatisfactory PP...Partially Proficient P...Proficient D...Distinguished

Domain 4: PROFESSIONAL RESPONSIBILITIES	U	PP	P	D
4a. Reflecting on Teaching				
Perception of Lesson Effectiveness				
Use in Future Teaching				
4b. Maintaining Accurate Records				
Student Completion of Assignments				
Student Progress in Learning				
Non-instructional Records				
4c. Communicating with Families				
Information About the Instructional Program				
Information About Individual Students				
4d. Contributing to the School and District				
Service to the School				
Participation in School and District Projects				
4e. Growing and Developing Professionally				
Enhancement of Content Knowledge and Pedagogical Skill				
Service to the Profession				
4f. Showing Professionalism				
Addressing Student Needs				
Advocacy				
Decision Making				
Relationships with Colleagues				
School Climate				
Professional Responsibilities				

Domain 4: PROFESSIONAL RESPONSIBILITIES Satisfactory Unsatisfactory

Comments:

PROGRESS ON PROFESSIONAL GOALS:

- Satisfactory
- Unsatisfactory

Comments: _____

**AREAS FOR GROWTH AND/OR IMPROVEMENT
RECOMMENDATIONS TO BE INCORPORATED IN FUTURE GOALS:**

OVERALL PERFORMANCE EVALUATION

-
- At this time, the teacher demonstrates satisfactory/proficient performance. If so, check box 2 or 3.
 - At this time, the teacher meets performance standards and will continue on Plan I.
 - At this time, the teacher meets performance standards on Plan I and may pursue a differentiated evaluation format.
 - At this time, the teacher does not meet performance standards in at least one element and may repeat Evaluation Plan I or be placed on a Directed Improvement Plan.
 - At this time, following the Directed Improvement Plan, the teacher has made the required improvement and will be returned to the evaluation process.
 - At this time, following Directed Improvement Plan, the teacher has not made the required improvement and may be placed on remediation.

Teacher Signature

Date

Evaluator Signature

Date

The teacher's signature on this form represents neither acceptance nor approval of the report. It indicates that the teacher has reviewed the report in conference with the evaluator. The teacher may reply in writing. The teacher's statement should be in duplicate and attached to this form.

Comments attached: Yes No

Supervisor of Evaluator Signature

Date

and/or

Executive Director Signature

Date

The Supervisor's signature on this form verifies that the report has been reviewed and that the proper process and procedure appear to have been followed.

**PLAN FOR GROWTH/IMPROVEMENT
CHERRY CREEK SCHOOL DISTRICT
PLAN II
SUMMATIVE TEACHER EVALUATION FORM**

TEACHER NAME: _____ SUPERVISOR NAME: _____

BACKGROUND & ASSIGNMENT: _____

____ THIS TEACHER IS SATISFACTORY IN ALL PERFORMANCE DOMAINS.

- I. PROFESSIONAL PLAN for improving teaching strategies and behaviors to reach student achievement outcomes. For each written goal, clearly state the action plan and how the outcome will be evaluated (to be completed by the end of the first quarter of the second year).

- II. SELF-EVALUATION related to the professional plan

- III. SUPERVISOR'S END OF THE YEAR SUMMARY

- IV. PLAN FOR GROWTH/IMPROVEMENT (Non-evaluation years)

**CHERRY CREEK SCHOOL DISTRICT
PLAN III
SUMMATIVE TEACHER EVALUATION FORM**

TEACHER NAME: _____ SUPERVISOR NAME: _____

BACKGROUND & ASSIGNMENT: _____

____ THIS TEACHER IS SATISFACTORY IN ALL PERFORMANCE DOMAINS

- I. Standard cover sheet required

- II. Report format and evaluation process shall be jointly developed by the evaluator(s) and evaluatee.

**CHERRY CREEK SCHOOL DISTRICT
SUMMATIVE EVALUATION REPORT
PLAN III
TEACHER**



School Year: _____

Name: _____

Social Security #: _____

Position: _____

School: _____

Evaluator: _____

Date of Evaluation Conference: _____

At this time, the teacher demonstrates satisfactory/proficient performance.

I. Standard cover sheet required

II. Report format and evaluation process shall be jointly developed by the evaluator(s) and evaluatee.

Teacher Signature

Date

Evaluator Signature

Date

Supervisor Signature

Date

The supervisor's signature on this form verifies that the report has been reviewed and that the proper process and procedure appear to have been followed.

Original: Personnel File

Copy: Evaluator

Copy: Teacher

RECORD OF PROFESSIONAL GROWTH IN NON-EVALUATION YEARS

Teacher's Name: _____ Date: _____

Supervisor: _____ Assignment: _____

The following activities will take place during the non-evaluation year 20_____ to 20_____:

- _____ Informal or formal observation
- _____ Date of observation _____
- _____ Specific goal-setting
- _____ Peer coaching
- _____ Peer appraisal
- _____ Self-appraisal

Other: _____

Other: _____

Other: _____

Information from peer coaching, peer appraisal, and self-appraisal may be included at the teacher's discretion. (Please attach)

Dates of progress conferences:

_____ In attendance: _____

_____ In attendance: _____

_____ In attendance: _____

Administrator/Teacher Summary: _____

Supervisor's Signature

Teacher's Signature

Revised: May 9, 2005
Adopted: May 9, 2005
Effective: July 1, 2005

Renewal of Contracts of Probationary Teachers

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

Equal Employment Opportunity and Affirmative Action

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

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.

Employee - Board of Education Relationships

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

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

MEMORANDUM OF UNDERSTANDING

Site-Based Management Model

I. Purpose

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.

II. Model

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.

A. PARTICIPANTS in the model shall include but not be limited to:

1. Parent/Community
2. Staff/Teachers
3. Students
4. Administrators

B. 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.

The components of this structure shall include but not be limited to:

1. How committee or other structures are determined.
2. How frequently meetings occur.
3. How topics are introduced and studied.
4. How decisions are reached.
5. How dissenting opinions are addressed.
6. How information is shared.

C. The LEVELS OF INVOLVEMENT in the model would describe the opportunities and options individuals would have for participating in a given decision-making process.

MEMORANDUM OF UNDERSTANDING

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

1. Accountability - Decision-making:
“I want to serve on a decision-making committee.”
2. Responsibility - Taking action:
“I will attend sessions to initiate input.”
3. Consultation - Asking for opinions:
“I want to get information from the group and respond.”
4. Information - Hearing-about decision:
“I want to know when the decision is made and I will comply.”

III. 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)

IV. PROCEDURAL CONSIDERATIONS

- A. The site-based management model developed will be disseminated in written form throughout the site community.
- B. No appeals or waivers of District policy shall be considered for the term of this memorandum of understanding.
- C. 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, 2014, and may be continued by mutual agreement of the parties.

Revised: June 25, 2013

Adopted: September 9, 2013

Effective: July 1, 2013

MEMORANDUM OF UNDERSTANDING
Task Force on Guidelines on Employee Interaction with Technology

Purpose

Public schools and society in general are increasingly relying on electronic and technological devices to facilitate communication, learning and the performance of myriad tasks. This proliferation of complex and often costly equipment raises new issues for students, parents, employees and the District. The purpose of this Task Force is to provide thoughtful guidance on recommended District Policies and procedures regarding the use of technology to clearly communicate expectations and to facilitate the implementation of uniform policies throughout the District.

Issues to be Addressed

The Task Force is to consider and submit recommended policies and procedures covering at least the following issues:

1. Under what circumstances are employees, administrators, students or others responsible for loss theft or damage to District owned/leased technology devices or devices owned or leased by students or their families?
2. What expectations of privacy are there when District employees or students and families are:
 - a) Using District equipment on District property,
 - b) Using District equipment for business or personal purposes off District property or during non-working hours.
 - c) Connected to District systems or equipment with District or personally owned devices,
 - d) Using personal equipment or devices off District premises but while engaged in work related activities?
3. What devices or technology are employees reasonably expected to provide or maintain access to in conjunction with District employment? This includes things like hard wire or mobile telephones and telephone service, email service and email capability, internet access, text message capability, fax capability, personal computers.
4. What limits should be in place regarding the use of current or future technology to support:
 - a) Safety of District students and employees,
 - b) Security of District facilities, systems, information,
 - c) Enforcing compliance with District Policies and Procedures and Colorado and Federal Laws?

5. What training programs, systems or guidelines should be available to staff and others when new technology is introduced into the workplace? Who is responsible for providing or accessing training in District systems and programs and what guidelines should reasonably govern the providing of training and expectations of proficiency?
6. What are acceptable uses for electronic media (e.g. Facebook, Twitter, text messaging, etc.) by a teacher with students? What instructional requirements, if any, should be imposed by the District regarding teacher interaction with students? To what extent, if at all, should the District have access to a teacher's personal electronic media account(s) in the case of an emergency? Non-emergency?
7. The District and Association agree to work together on any issues that may arise in the district related to the provisions of this memorandum until such time as policies are developed and adopted by the pertinent parties pursuant to the provisions under the section below labeled "Report and Recommendations."

Task Force Composition

The District and the CCEA will each appoint 5-7 persons to the Task Force. The parties feel that this task force will be most effective if it includes members able to address the perspectives of the following:

1. District:
 - a) Human Resources
 - b) Information Technology
 - c) Staff Development
 - d) Central Administration
 - e) Building Administration
2. Association:
 - a) Classroom teachers at each level
 - b) Technology teachers
 - c) Mental Health
 - d) Nurses
3. Other employee groups as needed or requested.

The Task Force may involve others from time to time as needed to provide special knowledge or expertise.

Report and Recommendation

The Task Force will prepare and submit a report addressing the above questions and submit draft language for policies and procedures for consideration by the District and the Association under current policies covering negotiations of the parties involved.

Timeline

The Task Force will commence its work by September 15, 2012 and will submit its recommendations to the Superintendent, and the negotiating teams by February 15, 2013. The Bargaining teams shall setup a meeting within two (2) weeks of the receipt of the Task Force recommendation.

Political Activities

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

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

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

Proposed: January 12, 1988

Adopted: February 9, 1988

Definition of Licensed Personnel

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

Travel Reimbursement

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

Workers' Compensation

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

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

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

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

PERFORMED ACTION:

BY:

Employee Reporting Requirements

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

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

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

Medical Treatment

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

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

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

- Rocky Mountain Medical Group, 13650 E. Mississippi Avenue, Suite 120, Aurora, CO (720-748-7072)
- Arbor Occupational Medicine, 8200 E. Belleview, Suite 428-C, Greenwood Village, CO (303-741-1166)
- 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.

PERFORMED
BY:

ACTION:

- 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 Rose Medical Center, 4567 East 9th Avenue, Denver, CO. (303-320-2121) or 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 **four** calendar days of the occurrence. Note: The injured employee should not complete the Employer's First Report of Injury, but should assist in completion of the form.

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

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

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

PERFORMED
BY:

ACTION:

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

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

Hearings

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

Risk
Management

Reporting

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

Claims

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

Approved by Superintendent Monte C. Moses, October 24, 2006

Organizational Membership

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

Proposed: May 12, 1980

Adopted: June 9, 1980

Employment

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

Activity Tickets

1. Licensed high school personnel will be issued District Personnel passes to home games of athletic contests for the employee and one guest.
2. All other high school employees may request a pass for athletic events on a game by game basis for home contests from the high school athletic office.
3. Elementary and middle school building principals will be issued ten District Personnel passes to accommodate the requests from their staff members for home game use, to be used by the employee and one guest.
4. All District level personnel may request a District Personnel pass for athletic events for home contests from the Office of Athletics and Activities.

Proposed: August 13, 1984

Adopted: September 10, 1984

Insurance

1. Insurance

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

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

2. Insurance Committee

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

Revised: August 11, 1997
Adopted: August 11, 1997
Effective: July 1, 1997

**Coordination and Collection of Insurance Premiums
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

Physical and Mental Examinations and Alcohol and Controlled Substance Testing

Employees of the Cherry Creek School District are subject to physical and mental examinations and alcohol and controlled substances testing prior to and during employment. The following provisions of this policy set forth the circumstances and conditions when such examinations and testing will be required:

A. Physical Examination - All Employees

After recommendation for employment but before employment commences, candidates for employment may be required to take and pass such physical and mental examinations as may be prescribed by the District. Results of such examinations shall be reported on forms provided by the 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. Required Examination During Employment - All Employee

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

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

of termination to the Board.

C. The required testing under this Section C will be conducted at the District's expense and as follows:

1. Pre-employment testing shall be administered to all applicants offered a position in the District requiring a CDL prior to the first time the employee performs any safety-sensitive functions for the District.
 2. Random alcohol testing shall be conducted at any time period surrounding the performance of safety-related functions, which includes just before or just after the employee performs the safety-related function. Random controlled substance testing shall be performed anytime while the employee is at work.
 3. Reasonable suspicion testing will be conducted of any employee when a determination and observation is made by a trained supervisor and he has a reasonable suspicion to believe any employee has violated the District's policies and/or federal regulations relating to alcohol or controlled substance use or possession.
 4. Post-accident testing will be conducted on any employee involved in an accident which results in the loss of human life or if the employee receives a citation for a moving traffic violation arising out of an accident.
 5. Return to duty testing will be required prior to an employee being reinstated, if at all, after an employee has tested positive for prohibited alcohol concentration levels or the presence of a controlled substance and after the employee has undergone an evaluation by a substance abuse professional except as noted in No. 6 below.
 6. Follow-up testing will be required of any employee identified by a substance abuse professional as needing assistance in resolving problems with alcohol misuse or controlled substance use and who has returned to duty.
- D. Records of all tests will be maintained and kept confidential in accordance with District procedures and federal regulations.
- E. All affected employees and employee organizations will be provided with educational materials which explain the requirements of this Section C, the District procedures and federal regulations related thereto.
- F. The District encourages all employees with any alcohol abuse or controlled substance use to seek assistance through a Substance Abuse Professional (SAP) and will provide employees lists of individuals and organizations providing this service. Unless otherwise provided by law or District policy, the District is not required to provide rehabilitation, pay for substance abuse treatment or to reinstate an employee terminated for violations of District policy relating to the use or possession of alcohol or controlled substances.
- G. Any employee who is determined, as the result of any of the required alcohol or controlled

substance testing, to have violated any District policy relating to the use 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**A. Purpose**

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

B. Identification of Ill Employees

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

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

C. Verification of Illness or Disease

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

D. Determination of Fitness for Continued Duty

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

1. Medical reports regarding the condition of the employee;
2. The type of duties and interaction in the work place required of the employee in performance of his/her assignment;
3. The impact of continued employment on the affected employee, students and others in the work place;

4. Consideration of “reasonable accommodations” in the employment of the affected employee pursuant to Section 504 of the Rehabilitation Act when applicable, and
5. Input and recommendations from public health officials and others.

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

E. Return to Duty

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

F. Termination of Employment

If a staff member is determined to be unfit for continued duty, he/she will be entitled to the use of accumulated paid sick leave, sick leave bank provisions (if applicable), and medical leave of absence as outlined in district policy.

After all leave options are exhausted and the employee is still not deemed fit to resume duties, employment will be terminated by the employee’s resignation or retirement, or by Board of Education action including initiation of dismissal proceedings under applicable Colorado Statute or District policies subject to the usual appeals by the employee.

G. Confidentiality

All information gained by the District through the application of this procedure, including the identity of an employee, will be treated as confidential except as necessary to implement this procedure. Information will not be released publicly by officials of the school district without the written consent of the affected employee.

The adoption of this procedure does not create any right claim or cause of action against the District or its employees where such right claim or cause of action does not otherwise exist in the absence hereof

Approved by Superintendent, Jim S. Huge, June 13, 1988

Drug-Free Workplace

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

Military Leave, Jury Duty Leave, Subpoenaed Witness**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

**Nondiscrimination/Equal Opportunity
Interpersonal/Human Relations**

The Board is committed to providing a safe learning and work environment where all members of the school community are treated with dignity and respect. The schools in the district are subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of race, color, ancestry, creed, sex, gender, sexual orientation, religion, national origin, marital status, age, disability or need for special education services. Accordingly, no otherwise qualified student, employee, applicant for employment or member of the public shall be excluded from participation in, be denied the benefits of, or be subjected to unlawful discrimination under any district program or activity on the basis of race, color, ancestry, creed, sex, gender, sexual orientation, religion, national origin, marital status, age, disability or need for special education services. Discrimination against employees and applicants for employment based on age is also prohibited in accordance with state and federal law. The following shall be objectives of this school district in reference to students and employees:

1. To promote the rights and responsibilities of all individuals as set forth in the state and federal constitutions, pertinent legislation, and applicable judicial interpretations.
2. To encourage positive experiences in terms of human values for children and adults who have differing personal and family characteristics or who come from various socio-economic, racial and ethnic groups.
3. To consider carefully, in all decisions made which affect the schools, the potential benefits or adverse consequences that those decisions might have on the human relations aspects of all segments of society.
4. To utilize educational experiences to build each individual's pride in the community in which he lives.
5. To investigate and appropriately discipline staff and students found to be responsible for incidents of harassment or discrimination in violation of district policy.
6. To investigate and appropriately discipline staff and students found to be responsible for incidents of harassment or discrimination in violation of district policy.

Annual Notice

The district shall issue a written notice prior to the beginning of each school year that advises students, parents, employees and the general public that the educational programs, activities and employment opportunities offered by the district are offered without regard to race, color, ancestry, creed, sex, gender, sexual orientation, religion, national origin, marital status, age disability or need for special education services. The announcement shall also include the name/title, address and telephone number of the person designated to coordinate Title IX, Section 504 and ADA compliance activities.

Policy: AC

The notice shall be disseminated to persons with limited English language skills in the person's own language, as applicable. It shall also be made available to persons who are visually or hearing impaired.

The notice shall appear on a continuing basis in district media containing general information, including but not limited to recruitment materials, application forms, vacancy announcements, student conduct and discipline handbook, shareholder newsletters notices, district newsletters and annual notices to parents and the community.

Designation of Responsible Employee

The Board of Education shall designate an individual as the responsible employee, as the district's compliance officer, to coordinate school district compliance with Section 504 of the Rehabilitation Act and its administrative regulations and Title IX and its administrative regulations, and ADA compliance activities. Contact information for the district compliance officer is contained in Board of Education Exhibit AC-E-1, Cherry Creek School District No. 5 Notice of Nondiscrimination/Equal Opportunity, and on the district's website at CherryCreekSchools.org.

The designee shall be responsible for continuing surveillance of district educational programs and activities with regard to compliance.

Harassment is Prohibited

Harassment based on a person's race, color, ancestry, creed, sex, gender, sexual orientation, religion, national origin, marital status, age, disability or need for special education services, is a form of discrimination prohibited by state and federal law. Preventing and remedying such harassment in schools is essential to ensure a nondiscriminatory, safe environment in which students can learn, employees can work and members of the public can access and receive the benefit of district facilities and programs. All such harassment, by district employees, students and third parties is strictly prohibited.

All district employees and students share the responsibility to ensure that harassment does not occur at any district school, on any district property, at any district or school-sanctioned activity or event, or any district curricular or non-curricular activity or event.

For purposes of this policy, harassment is any unwelcome, hostile and offensive verbal, written or physical conduct based on or directed at a person's race, color, ancestry, creed, sex, gender, sexual orientation, religion, national origin, marital status, age, disability or need for special education services that: (1) results in physical, emotional or mental harm, or damage to property; (2) is so severe, persistent or pervasive that it creates an intimidating, hostile or threatening environment; or (3) substantially disrupts the orderly operation of the school.

Reporting Harassment

Any student who believes he or she has been a victim of unlawful discrimination or harassment as defined in this policy shall immediately report it to an administrator, counselor, teacher, or compliance officer and file a formal complaint as set forth in this policy.

Any employee, applicant for employment or member of the public who believes he or she has been a victim of unlawful discrimination or harassment shall file a complaint with the compliance officer.

All allegations of employee harassment shall be reported to an immediate supervisor or to the building or district compliance officer.

Interim District Action

When appropriate, the district shall take interim measures during the investigation of a harassment report to protect the alleged subject of the harassment from further harassment or retaliation.

District Investigation

The district shall take appropriate action to investigate allegations of harassment, to end unlawful harassment that exists, to prevent the recurrence of unlawful harassment and to prevent retaliation against the individual making the report and anyone participating in the investigation of such allegations, as well as to restore lost educational opportunities to the harassed student or employment opportunities to staff.

In addition, any student or employee who engages in harassment of another student or employee shall be disciplined according to applicable district policies. Steps shall also be taken to ensure that victims of, and witnesses to, harassment are protected from retaliation. Further, students or employees who knowingly file false harassment complaints or give false statements in an investigation shall be subject to discipline, up to and including suspension/expulsion for students and termination of employment.

In cases involving potential criminal conduct, a determination will be made as to whether appropriate law enforcement officials should be notified.

No student, employee, or member of the public shall be subject to adverse treatment in retaliation for any good faith report of harassment under this policy. To the extent possible, all reports of harassment will be kept confidential.

Notice and Training

To reduce harassment and ensure a respectful school environment, the administration is responsible for providing notice of this policy to all district schools and departments.

The policy and grievance process shall be available to all students, staff, and members of the public through electronic or hard-copy distribution.

This policy and notice of nondiscrimination (AC-E-1) shall be incorporated into student and employee handbooks.

Students and staff members shall receive periodic training related to recognizing and preventing unlawful harassment, including review of groups protected under state and federal law, and how to recognize and report incidents of harassment. This training will include, but not be limited to:

- Awareness of groups protected under state and federal law and/or targeted groups, whether perceived;
- how to recognize and react to harassment; and
- proven harassment prevention strategies.

Current practice codified 1991

Revised: November 14, 2011

Adopted: January 12, 2009

LEGAL REFS.: 20 U.S.C. Section 1681 (Title VII, Education Amendments of 1972)
20 U.S.C. Section 1701-1758 (Equal Employment Opportunity Act of 1972)
29 U.S.C. Section 621 et seq. (Age Discrimination in Employment Act)
29 U.S.C. Section 701 et seq. (Section 504 of the Rehabilitation Act)
42 U.S.C. Section 12101 et seq. (Title II of the Americans With Disabilities Act)
42 U.S.C. Section 2000d (Title VI of the Civil Rights Act of 1964, as amended in 1972)
42 U.S.C. Section 2000e (Title VII of the Civil Rights Act of 1964)
34 C.F.R. Part 100
C.R.S. 2-4-401 (definition of sexual orientation)
C.R.S. 18-9-121 (bias-motivated crimes)
C.R.S. 22-32-109(1)(11) (Board duty to adopt written policies prohibiting discrimination)
C.R.S. 24-34-301 et seq. (Colorado Civil Rights Division)
C.R.S. 24-34-401 et seq. (discriminatory or unfair employment practices)
C.R.S. 24-34-601 (unlawful discrimination in places of public accommodations)
C.R.S. 24-34-602 (penalty and civil liability for unlawful discrimination)

CROSS REFS.: AC-R-7, Nondiscrimination on the Basis of Handicap/Disability
JB, Equal Educational Opportunities
AC-R-1, Nondiscrimination on the Basis of Sex (Compliance with Title IX)
AC-R-2-Sexual Discrimination and Harassment

**Nondiscrimination on the Basis of Sex
(Compliance with Title IX)**

The Board is committed to a policy of nondiscrimination on the basis of Sex under all applicable laws, including but not limited to Title IX of the Education Amendments of 1972 and its administrative regulations.

1. Designation of Responsible Employee

The Board of Education shall designate an individual as the responsible employee to coordinate the district's compliance with Title IX and its administrative regulations. See AC-E-1. , The district's compliance officer ("compliance officer") shall formulate procedures for carrying out the policies in this statement and shall be responsible for continuing surveillance of District educational programs and activities with regard to compliance with Title IX and its administrative regulations.

The compliance officer shall annually notify all students and employees of the District as well as members of the public regarding the district's policy and grievance procedures and of his/her name or title, office, address and telephone number. Notification shall be by posting and/or other means sufficient to reasonably to provide such notice.

2. Dissemination of Policy

The Superintendent of schools shall notify applicants for admission, students, parents of elementary and secondary school students, sources of referral of applicants for admission, employees and applicants for employment that it does not discriminate on the basis of sex in the educational programs or activities which it operates and that it is required by Title IX and its administrative regulations not to discriminate in such a manner. The notification shall be made in the form and manner required by law or regulation. See AC-E-1.

Approved by Superintendent Mary F. Chesley, November 14, 2011

LEGAL REFS.: 20 U.S.C. Sections 1681, 1682, (Title IX of the Education Amendments of 1972)
 34 C.F.R. Part 106

Sexual Discrimination and Harassment

Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination.

A learning and working environment that is free from sexual harassment shall be maintained. It shall be a violation of policy for any member of the district staff to harass another staff member or students through conduct or communications of a sexual nature. All staff members of the district are charged with the duty of responsible implementation of this policy.

The following definition shall apply as sexual harassment. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature may constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or education decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive working or educational environment.

Sexual harassment as defined above may include but is not limited to:

1. Sex-oriented verbal "kidding," abuse or harassment
2. Pressure for sexual activity
3. Repeated remarks to a person with sexual or demeaning implications
4. Unwelcome touching, such as patting, pinching or constant brushing against another's body
5. Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades, employment status or similar personal concerns

Staff members who believe they have been subject to sexual harassment should report the incident to their supervisor or building principal who will inform the Assistant Superintendent of Human Resources through use of the accompanying grievance procedure. If the alleged harasser is the immediate supervisor or principal, with whom a grievance routinely would be filed, the

Regulation: AC R-2

staff member may file the grievance with the Assistant Superintendent of Human Resources who will appoint a grievance officer for appropriate investigation and action.

All matters involving sexual harassment complaints shall remain confidential to the extent possible.

Filing of a grievance or otherwise reporting sexual harassment shall not reflect upon the individual's status or affect future employment or work assignments.

Notice of this policy shall be circulated to all district schools and departments and incorporated in employee handbooks.

Approved by Superintendent Robert D. Tschirki, February 8, 1999.

LEGAL REFS.: Title VII of the Civil Rights Act of 1964, 42
 U.S.C. ^U2000e et seq.
 Title IX of the Education Amendments of 1972
 U.S.C. ^U1681 et seq.
 C.R.S. 24-34-401 et seq.

Sexual Harassment
(Grievance Procedure - Staff Members)

1. Staff members who believe that they have been subject to sexual harassment should:
 - a. Report the incident to their supervisor or building principal who will inform the Assistant Superintendent of Human Resources of such reports.
 - or
 - b. Report the incident directly to the Assistant Superintendent of Human Resources.

The Assistant Superintendent of Human Resources will investigate or appoint a grievance officer to investigate the reported incident.

2. The grievance officer will attempt to resolve the problem, if warranted, in an informal manner through the following process:
 - a. The grievance officer will investigate and respond to the complaint in a timely manner.
 - b. The grievance officer will confer with the charging party in order to obtain a clear understanding of the basis of the complaint.
 - c. The grievance officer will then attempt to meet with the charged party in order to obtain a response to the complaint.
 - d. The grievance officer may hold as many meetings with the parties as is necessary to gather facts and obtain statements from witnesses if available.
3. On the basis of the grievance officer's investigation into the situation, the grievance officer may:
 - a. Attempt to resolve the matter informally through conciliation.
 - or
 - b. Report the incident and transfer the record to the Assistant Superintendent of Human Resources and so notify the parties.
4. After reviewing the record made by the grievance officer, the Assistant Superintendent of Human Resources may attempt to gather any more evidence necessary to decide the case and thereafter impose any sanctions deemed appropriate including a recommendation to the Board for disciplinary action.

Approved by Superintendent Robert D. Tschirki, February 8, 1999.

Sexual Harassment of Students

Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination.

A learning environment that is free from sexual harassment shall be maintained. It shall be a violation of policy for any staff member to harass students or for students to harass other students through conduct or communications of a sexual nature.

The following definition shall apply as sexual harassment: Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature may constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's educational development.
2. Submission to or rejection of such conduct by an individual is used as the basis for education decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's educational performance or creating an intimidating, hostile, or offensive educational environment.

Sexual harassment as defined above may include but is not limited to:

1. Sex-oriented verbal "kidding," abuse, or harassment
2. Pressure for sexual activity
3. Repeated remarks to a person with sexual or demeaning implications
4. Unwelcome touching, such as patting, pinching, or constant brushing against another's body
5. Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades or similar personal concerns

Students should report all incidents of sexual harassment to the building administrator, the building level compliance officer, or other trusted adult. Students may file an informal or formal

grievance of sexual harassment through used of the accompanying grievance procedure. If the alleged harasser is the principal with whom a grievance routinely would be filed, the student may file the grievance with the principal's supervisor.

All matters involving sexual harassment complaints shall remain confidential to the extent possible.

Filing of a grievance or otherwise reporting sexual harassment shall not reflect upon the individual's status or affect grades.

Notice of this policy shall be circulated to all district schools and departments and incorporated in student handbooks.

Approved by Superintendent Robert D. Tschirki, February 8, 1999

LEGAL REFS.: Title VII of the Civil Rights Act of 1964, 42
U.S.C.'2000e et seq.
Title IX of the Education Amendments of 1972
U.S.C. '1681 et seq.
C.R.S. 24-34-401 et seq.

**Sexual Harassment of Students
(Grievance Procedure)**

1. Students who believe that they have been subject to sexual harassment will report the incident to the principal, the building level compliance officer, another trusted adult staff member, or the appropriate district administrator who supervises the principal. Any report of sexual harassment from a student received by any staff member will be forwarded to the building principal who will be referred to as the grievance officer. If the alleged harasser is the person designated as the grievance officer, an alternate grievance officer will be appointed by the Assistant Superintendent of Human Resources.
2. Upon receiving a report, the grievance officer will confer with the student who has allegedly been harassed as soon as is reasonably possible, but in no event more than two days from receiving the report, in order to obtain a clear understanding of the basis of the complaint and to discuss what action the student is seeking.
3. At the initial meeting with the student, the grievance officer will explain the avenues for informal and formal action and provide a description of the grievance procedure. The grievance officer will also explain that whether or not the student files a formal grievance or otherwise requests action, the district is required by law to take steps to correct the harassment and to prevent recurring harassment or retaliation against anyone who makes a harassment report or participates in an investigation. The grievance officer will also explain to the student that any request for confidentiality will be honored so long as doing so does not preclude the school from responding effectively to the harassment and preventing future harassment.
4. Following the initial meeting with the student, the grievance officer will attempt to meet with the alleged harasser in order to obtain a response to the reported harassment and will investigate the matter. The grievance officer will complete the investigation within 14 days of the initial meeting with the student.
5. Within seven days of completing the investigation, the grievance officer will determine whether the matter should proceed formally or informally on the basis of the grievance officer's investigation and if the student requests that the matter be resolved in an informal manner and the grievance officer agrees that the matter is suitable for such resolution, the grievance officer may attempt to resolve the matter informally through conciliation.
6. If the student requests a formal grievance process, the grievance officer will transfer the record to the superintendent or his designee, for formal resolution within seven days of completing the investigation and so notify the parties.

Regulation: AC R-5

7. After reviewing the record made by the grievance officer, the superintendent or designee may gather additional evidence necessary to decide the case. Within 14 days of receiving the record, the superintendent or designee will announce any sanctions or other action deemed appropriate including a recommendation to the Board for disciplinary or other action.
8. Whether or not a formal grievance was filed, the district will take all steps necessary to end the harassment, to make the victim whole by restoring lost educational opportunities, to prevent harassment from recurring and to prevent retaliation against anyone who reports sexual harassment or participates in a harassment investigation.
9. Parties will be notified by the superintendent of the final outcome of the investigation and all steps taken by the district.
10. At any time, the student making a report of sexual harassment may request an end to the informal process and begin the formal grievance process.

Approved by Superintendent Robert D. Tschirki, February 8, 1999.

Nondiscrimination on the Basis of Ethnicity and Race

A learning and working environment free from ethnic harassment and intimidation shall be provided for all staff members and students regardless of race, color, ancestry, religion or national origin.

It shall be a violation of Board policy as well as state law for any staff member or student to harass or intimidate any other staff member or a student because of that person's race, color, religion, ancestry or national origin.

Individuals or groups are in violation of Policy ACB if, on school grounds, at school-sanctioned activities, or in vehicles dispatched by the District, they:

1. Make demeaning remarks directly or indirectly, (whether written or oral), including epithets, slurs, insults, name-calling, and racial "jokes" based on a person's race, color, religion, ancestry, or national origin which are addressed to an individual or group of individuals.
2. Threaten with physical harm or actually harm a person on the basis of that person's race, color, religion, ancestry, or national origin.
3. Display written or visual material or deface school property or materials in such a manner as to demean the race, color, religion, ancestry, or national origin of an individual or group.
4. Damage, deface, or destroy private property of any person on the basis of that person's race, color, religion, ancestry, or national origin.
5. Commit other acts of harassment or intimidation that may be in violation of the Colorado Ethnic Intimidation Act of 1991, if, with the intent to intimidate or harass, an individual engages in the following actions which shall include:
 - a. Conduct which knowingly causes bodily injury to another person
 - b. Conduct or speech which knowingly places another person in fear of imminent lawless action directed at that person or his property
 - c. Conduct or speech which is likely to produce bodily injury to another person or damage to his property
 - d. Conduct which knowingly causes damage to or destruction of the property of another person

Regulation: AC-R-6

Any incident believed to constitute ethnic intimidation/harassment shall be reported promptly to the building principal or supervisor for investigation and further action which may include reporting the incident to law enforcement authorities and a recommendation for expulsion of any student exhibiting such conduct.

Students or staff members who believe that they have been the subject of ethnic intimidation or harassing or discriminatory behavior will report the incident immediately to the principal, immediate supervisor, or designee. Confidentiality regarding all reports shall be maintained whenever possible. Reports about ethnic intimidation or harassment or discriminatory behavior shall be investigated in a prompt and timely manner by the principal or designee.

Any student who is found to be in violation of Policy ACB by engaging in conduct described above will be required to attend a meeting with his/her parent(s) or guardian(s) and the school principal or designee to clarify school expectations of the student's behavior. The student will be subject to appropriate disciplinary action.

Any staff member who violates Policy ACB by engaging in conduct described above and/or who witnesses and fails to report conduct as described above will be subject to appropriate disciplinary action.

Approved by Superintendent Monte C. Moses, November 8, 1999.

**Nondiscrimination on the Basis of Handicap/Disability
(Compliance with Section 504)**

The Board is committed to a policy of nondiscrimination on the basis of disability under all applicable laws, including but not limited to Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the Americans with Disabilities Act (“ADA”). Section 504 and the ADA provide that no otherwise qualified individual with a disability shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any district program or activity. The district does not unlawfully discriminate on the basis of disability in access or admission to, or treatment or employment in, its programs or activities.

The Board of Education shall designate an individual as the responsible employee to coordinate district compliance with Section 504 and the ADA. See AC-E-1.

The district’s Section 504 and ADA compliance officer (“compliance officer) shall be responsible for continuing surveillance of district programs and activities with regard to compliance with Section 504 and the ADA and all pertinent regulations, including the development of all necessary procedures and regulations.

The compliance officer shall annually notify students, employees and members of the public regarding the district’s policy and grievance procedures and of his/her name or title, office, address and telephone number. Notification shall be by posting and/or other means sufficient to reasonably provide such notice.

The superintendent or designee shall notify applicants for admission, students, parent/guardians, sources of referral of applicants for admission, employees and applicants for employment, and members of the public that it does not discriminate on the basis of disability in the programs or activities which it operates and that it is required by Section 504 and the ADA not to discriminate in such a manner. The notification shall be made in the form and manner required by law or regulation. See AC-E-1.

Approved by Superintendent Mary F. Chesley, January 12, 2009

Approved by Superintendent Mary F. Chesley, November 14, 2011

LEGAL REFS.: 29 U.S.C. Section 701 et seq. (Section 504 of the Rehabilitation Act)
 42 U.S.C. Section 12101 et seq. (Americans with Disabilities Act)
 34 C.F.R. 104 et seq.

Human Relations

The purpose of these regulations is to provide a framework for the establishment of human relations programs and activities in the District.

Definition

Human relations encompass the total scope of human interaction. Human relations involve a working cooperation of all children and adults with equal consideration and concern for the advantaged and disadvantaged as well as for all racial and ethnic groups. The quality of this interaction is shaped by past experiences and by feelings and inspirations, but the response is in accordance with characteristics which are common to all human beings.

Objectives

1. Develop a concept of interpersonal interaction of all segments of the population within the Cherry Creek community and other communities and recognize that conditions in one segment of the population immediately affect every other segment.
2. Provide a structure for cooperative efforts and programs in the area of human relations towards the goal of increasing mutual respect for and understanding of various racial, ethnic, cultural, socioeconomic and religious components.
3. Provide adequate information in the area of human relations because knowledge is a primary prerequisite for fostering social responsibility, understanding, acceptance and commitment.
4. Develop programs which will result in assisting in the solution of complex and far-reaching human relations problems which stem from discrimination, inequality of opportunity and the alienation of various segments of the society.

Program components

1. Curriculum and instruction in the area of human relations will become an integral part of the teaching within each subject matter area of the curriculum.
2. Instructional strategies will include as many direct and varied activities as possible.
3. The Superintendent will consider proposals for human relation activities among the residents, Board of Education, other school districts, staff members, related agencies concerned with the problem, and the general public.
4. The Office of the Superintendent will develop and implement inservice training programs in human relations for teaching and administrative personnel.

Regulation: AC R-8

5. The staff will be provided with a wide variety of teaching materials to assist them in the development of quality teaching units.
6. Specific course offerings within this general area, i.e., Afro-American history, will be developed and offered.
7. All school libraries will contain a rich collection of materials in human relations.
8. Meaningful student and/or staff exchanges will be encouraged. Such exchanges will be carefully planned, coordinated and approved by the superintendent and/or the Board.
9. The Office of Human Resources will carefully monitor recruitment, assignment, promotion and evaluation practices to insure equality of employment opportunities and positive human relations attitudes.
10. The Superintendent or his designee will be responsible for developing techniques of communication with residents and staff members so that the total community may better understand and be involved in the goals and procedures of all human relations programs and activities.
11. The Superintendent will be responsible for development of recommendations to the Board for those programs and activities requiring additional funding and/or additional personnel.
12. The Superintendent or his designee will be responsible for continuing assessment of staff and resident attitudes in this area.

Issued prior to 1991

**Nondiscrimination on the Basis of Ethnicity and Race
(Ethnic Intimidation/Harassment)**

A learning and working environment free from ethnic harassment and intimidation shall be available to all staff members and students regardless of race, color, ancestry, religion, or national origin.

The Board of Education affirms the right of all students and staff, regardless of race, color, ancestry, religion, or national origin to be treated with respect in an environment free from intimidation, discrimination, physical harm and/or harassment.

It shall be a violation of Board policy as well as federal and state law for any staff member or student to harass, discriminate against, or intimidate any other staff member or student because of that person's race, color, religion or national origin.

LEGAL REF.: Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et. seq.
C.R.S. 18-9-121

Revised: October 11, 1999
Adopted: November 8, 1999

Intimidation, Harassment and Hazing

The Board of Education affirms the right of all persons to be in an environment that is safe and free from intimidation, harassment, hazing or physical harm.

It is a violation of board policy for any student or staff member to harass or engage in hazing any student, staff member, or other person in a physically or emotionally harmful manner while on school grounds or at school-sponsored events. Hazing, which involves any forced activity that recklessly or knowingly endangers the emotional or physical health or safety of another person, is considered a form of intimidation and harassment prohibited by this policy.

Revised: October 11, 1999

Adopted: November 8, 1999

Effective: November 8, 1999

LEG. REFS. C.R.S. 18-9-111 (harassment)

C.R.S. 18-9-124(2)(a)(prohibition of hazing)

CROSS. REFS. AC Nondiscrimination/Equal Opportunity
Interpersonal/Human Relations

JK Student Discipline

JKD Suspension/Expulsion of Students

Intimidation, Harassment and Hazing

In an effort to promote the safety and welfare of all students and staff in the school environment, the building principal or designee, in conjunction with district administration shall make all students and staff aware of this policy, and ensure that concerted efforts are made to inform students and staff about the content and consequences of this type of behavior.

A person commits intimidation, harassment or hazing if he or she engages in any of the following behaviors:

- (1) engages in physical contact that results in bodily harm (assault); or
- (2) subjects another person to physical contact, including but not limited to striking, shoving, or kicking, in a manner that constitutes a real or perceived threat of physical or emotional harm;
- (3) directs obscene comments or gestures at another person; or insults, taunts or challenges another person; or
- (4) follows a person in a manner which causes fear, concern or alarm; or
- (5) threatens another person with physical harm.
- (6) engages in “hazing” activities, i.e. forcing prolonged physical activity, forcing excessive consumption of any substance, forcing prolonged deprivation of sleep, food, or drink, or any other behavior which recklessly endangers the health or safety of an individual, including, but not limited to, for purposes of initiation into any student group.

Any incident believed to constitute intimidation, harassment or hazing shall be reported promptly to the building administrator or designee, and district level administrator when necessary, for investigation and further action. Principals are directed to initiate suspension and/or expulsion review proceedings when infractions seriously disrupt the learning environment, undermine a sense of civility, or present a danger to the safety and welfare of students and staff.

Approved by Superintendent Monte C. Moses, November 8, 1999.

Educational Philosophy/School District Mission

The Cherry Creek Schools Mission is:

"To inspire every student to think, to learn, to achieve, to care."

We believe:

- In equity
- Knowledge has value
- Learning is lifelong
- Each individual has value
- Each individual is unique
- All individuals can learn
- Students are the ultimate concern
- In a safe learning environment
- Every individual does affect the future
- In the rights and responsibilities inherent in a democratic society
- The opportunity for involvement is valuable
- Diversity is essential to a quality education
- Quality education is a basic right of all people
- Every individual has guaranteed access to publicly funded and operated schools
- Each individual has the responsibility to care for others
- Education is a shared responsibility of the student, home, school and community
- In an education that enables individuals to make reasoned, ethical and moral choices
- Trust, mutual respect and caring are the foundations of effective relationships

Revised: September 11, 2000

Adopted: October 10, 2000

LEGAL REF.: C.R.S. 22-32-109.1 (requirement that mission statement reflect safety as a priority)

CROSS REF.: ADA, School District Goals and Objectives

School District Goals and Objectives

The following strategies have been approved as means of deploying resources to achieve Cherry Creek Schools' master objectives:

1. We will examine and assess the effectiveness of our total organizational structure: instructional services, support services and formal/informal communications.
2. We will examine our instructional delivery system.
3. We will define student achievement and how it is measured.
4. We will establish an expectation of site-based and central office educators to include within their annual budgets funds to support innovative and creative approaches to instruction.
5. We will develop recognition programs to reward outstanding contributions to the Cherry Creek School District.
6. We will create comprehensive staff development programs for all employees which assist in developing sensitivity to individual differences.
7. We will examine the delivery systems of our support services.
8. We will promote values, attitudes and behaviors which support acceptance and understanding of different cultures and ethnic groups.
9. We will continue to foster a high degree of involvement and accountability of staff, students and community in the decision making process.

Approved December 10, 1990

Tobacco-Free Schools

The Board of Education recognizes that the school district, as an educational organization, has a responsibility to provide a school and work environment conducive to good health, and should provide both effective programs and a positive example to students concerning the facts and problems related to tobacco use.

In order to promote the general health, welfare and well-being of students and staff, smoking, chewing, or any other use of any tobacco products by staff, students and members of the public is banned from all school property.

For purposes of this policy, the following definitions apply:

1. "School property" means all property owned, leased, rented or otherwise used or contracted for by the school district including but not limited to the following;
 - a. All indoor facilities and interior portions of any building or other structure used for children under the age of 18 for instruction, educational or library services, routine health care, daycare or early childhood development services, as well as for administration, support services, maintenance or storage.
 - b. All school grounds over which the school district exercises control including areas surrounding any building, playgrounds, athletic fields, recreation areas and parking areas.
 - c. All vehicles used by the district for transporting students, staff, visitors or other persons.
 - d. At a school sanctioned activity or event.
2. "Tobacco product" means
 - a. Any product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested or inhaled by or applied to the skin of an individual, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco; and
 - b. Any electronic device that can be used to deliver nicotine to the person inhaling from the device, including but not limited to an electronic cigarette, cigar, cigarillo or pipe.
 - c. "Tobacco product" does not include any product that has been approved by the appropriate federal agency as a tobacco use cessation product.
3. "Use" means lighting, chewing, smoking ingesting or application of any tobacco product.

Signs will be posted on all school property to notify the public that smoking or other use of tobacco products is prohibited in accordance with state law and district policy. This policy will be published in employee and student handbooks.

Information concerning these restrictions shall be provided to groups making arrangements to use the buildings and grounds for evening meetings.

Any member of the general public considered by the superintendent or designee to be in violation of this policy will be instructed to leave school district property. Employees found to be in violation of this policy will be subject to appropriate disciplinary action.

Disciplinary measures for students who violate this policy will include in-house detention, revocation of privileges and exclusion from extracurricular activities and/or suspension from school. In accordance with state law, no student will be expelled solely for tobacco use.

Current practice codified 1991

Adopted: date of manual adoption

Revised: September 10, 2012

LEGAL REFS.: 6 CCR 1010-6, Rule 5-306
 20 U.S.C. 7181 et. seq. (Pro-Children Act of 2001 contained in No Child
 Left Behind Act of 2001)
 20 U.S.C. 3224a, Drug-Free Schools and Communities Act of 1986, as
 amended in 1989
 41 U.S.C. §U§701 and 702, Drug-Free Workplace Act of 1988
 21 U.S.C. §812 (definition of controlled substance)
 C.R.S. 18-13-121 (furnishing tobacco products to minors)
 C.R.S. 22-32-109 (1)(bb) (policy required prohibiting use of tobacco
 products on school grounds)
 C.R.S. 22-32-109.1(2)(a)(I(H))(policy required as part of safe schools plan)
 C.R.S. 25-14-103.5 (tobacco use prohibited on school property)
 C.R.S. 25-14-301 (Teen Tobacco Use Prevention Act)

CROSS REFS.: 4048, Drug-Free Workplace (Drug and Alcohol Use by
 Staff Members)
 IHAMA, Teaching about Drugs, Alcohol and Tobacco
 JICH, Drug and Alcohol Use by Students
 KF, Community Use of School Facilities
 KFA, Public Conduct on School Property
 KI, Visitors to Schools

Safe Schools

The Board of Education recognizes that effective learning and teaching takes place in a safe, secure, and welcoming environment and that safe schools contribute to improved attendance, increased student achievement, and community support. To that end, the Board directs the superintendent, following regular review of relevant data and consultation with the school district accountability committee and school accountability committees, parents, teachers, administrators, students, and when appropriate, school psychologists and members of the community including victims advocacy organizations and local law enforcement, to develop and maintain a safe schools plan that includes:

1. Procedures that address the supervision and security of school buildings and grounds.
2. Procedures that address the supervision of students during school hours and school-sponsored activities.
3. Procedures that address persons visiting school buildings and attending school-sponsored activities.
4. Training programs for staff and students in crisis prevention and management.
5. Training programs for staff and students in emergency response procedures that include practice drills.
6. Training programs for staff and students in how to recognize and respond to behavior or other information that may indicate impending violence or other safety problems.
7. Training and support for students that aims to relieve the fear, embarrassment, and peer pressure associated with reporting behavior that may indicate impending violence or other safety problems.
8. Procedures for safe, confidential reporting of security and safety concerns at each school building.
9. Procedures for regular assessments by school security professionals and law enforcement officers to evaluate the security needs of each school building and to provide recommendations for improvements, if necessary.
10. Procedures for regular assessments by school climate professionals to determine whether students feel safe and to provide recommendations for improvements in school climate at each district building.
11. Procedures to provide for regular communications between district officials, law enforcement officers, fire department officials, city and county officials, and local medical personnel to discuss crisis prevention and management strategies, including involvement

by these parties in the development and revision of crisis prevention and management plans.

12. Training programs for staff and students in safety precautions and procedures related to fire prevention, natural disaster response, accident prevention, public health, traffic, bicycle and pedestrian safety, and special hazards associated with athletics and other extracurricular activities.
13. Procedures for the reporting of criminal activity to law enforcement.

Each building principal shall be responsible for the supervision and implementation of the safe school program at his or her school. The principal shall submit annually, in the manner and by the date specified by the State Board of Education, a written report to the Board of Education concerning the learning environment in the school during that school year. The report shall contain, at a minimum, the information required by law.

It shall be the responsibility of the superintendent or designee to compile the annual safety reports from each principal and submit the compilation to the Board of Education. The Board shall issue a final safety report. The report shall be made available to the public and shall be submitted to the State Board of Education in accordance with state law and regulation.

Adopted: November 14, 2005
Revised: September 10, 2012

LEGAL REFS.: C.R.S. 9-1-101 through 9-1-106 (construction requirements, fire escapes, etc.)
C.R.S. 22-3-101 through 11-3-104 (eye protective devices)
C.R.S. 22-32-109.1 (2) (safe schools plan)
C.R.S. 22-32-109.1 (2)(b) (detailing information required in annual principal reports on the learning environment)
C.R.S. 22-32-110 (k)
C.R.S. 22-32-124 (2), (3) (building inspections)
C.R.S. 24-10-106.5 (duty of care)

Cross Ref.: ECA, Security/Access to Buildings
KDE, Crisis Management
KI, Visitors to School

NOTE: State law “encourages” school districts to provide a comprehensive age-appropriate curriculum that teaches safety in working and interacting on the Internet, as part of the board’s safe school plan. C.R.S. 22-32-109.1(2)(c). Districts are encouraged to incorporate the Internet safety topics into the teaching of the regular classroom curricula, rather than isolating the topics as a separate class. If the district develops a comprehensive curriculum or other approach to teach safety in use of the Internet, then appropriate language could be added to this policy.

Safe Schools

Pursuant to C.R.S. 22-32-109.1(2)(b), the following information shall be included in the annual safe schools report from the principal to the Board of Education for the preceding school year:

1. Total enrollment for the school
2. Average daily attendance rate at the school
3. Dropout rates for grades seven through twelve, if such grades are taught at the school
4. Average class size for each public elementary, middle school or junior high school, and senior high school calculated as the total number of students enrolled in the school divided by the number of full-time teachers in the school

Note: "Full-time" teacher means a person who is licensed or authorized by a letter of authorization to teach, and is primarily engaged in teaching during a substantial majority of the instructional minutes per school day.

5. Number of conduct and discipline code violations, which shall be reported only in the most serious category applicable to each violation, including but not limited to specific information identifying the number of and the action taken with respect to each of the following types of violations:
 - a. Possessing a dangerous weapon on school ground, in a school vehicle, at school activities, or at a school activity or sanctioned school events without the authorization of the school or the school district
 - b. Use or possession of alcohol on school grounds, in a school vehicle, or at a school activity or sanctioned event
 - c. Use or possession, or sale of a drug or controlled substance on school grounds, in a school vehicle, or at a school activity or sanctioned event
 - d. Use or possession of a tobacco products on school grounds, in a school vehicle, or at a school activity or sanctioned event
 - e. Being willfully disobedient, openly and persistently defiant, or repeatedly interfering with the school's ability to provide educational opportunities to, and a safe environment for, other students.
 - f. Commission of an act on school grounds in a school vehicle, or at a school activity or sanctioned event that, if committed by an adult, would be considered first or second degree assault or vehicular assault.

- g. Behavior on school grounds, in a school vehicle, or at a school activity or sanctioned event that is detrimental to the welfare or safety of other students or school personnel, including but not limited to incidents of bullying, and other behavior that creates a threat of physical harm to the student or to other students
- h. Willful destruction or defacement of school property
- i. Commission of an act on school grounds in a school vehicle, or at a school activity or sanctioned event that, if committed by an adult, would be considered third degree assault or disorderly conduct
- j. Commission of an act on school grounds that, if committed by an adult, would be considered robbery
- k. Other violations of the code of conduct and discipline that resulted in documentation of the conduct in a student's record

For purposes of the report, "action taken" means the specific type of discipline, including but not limited to the following categories of discipline:

- In-school suspension
- Out-of-school suspension
- Classroom removal in accordance with board policy
- Expulsion
- Referral to a law enforcement agency
- Any other form of discipline, which shall be officially identified as part of a board policy.

The report shall specifically identify each conduct and discipline code violation and each action taken with respect to the violation by a student with a disability.

Approved by Superintendent Monte C. Moses, October 9, 2006.

Revised September 10, 2012

**Prevention of Disease/Infection Transmission
(Handling Body Fluids)**

All school district personnel shall be advised of routine procedures to follow in handling body fluids. These procedures shall provide simple and effective precautions against transmission of diseases to persons potentially exposed to the blood or body fluids of another. These procedures shall be standard health and safety practices. No distinction shall be made between body fluids from individuals with a known disease and individuals without symptoms or with an undiagnosed disease.

The administration in consultation with medical personnel shall develop procedures to be distributed to all staff on a regular basis. Training and appropriate supplies shall be available to all personnel including those involved in transportation and custodial services.

In addition to insuring that these health and safety practices are carried out on a districtwide basis, special emphasis shall be placed in those areas of school district operation that potentially present a greater need for these precautions.

Adopted: date of manual adoption

CROSS REFS.: JLCE, First Aid and Emergency Medical Care
 GBGA, Staff Health
 JLCC, Communicable Infectious
 Diseases/Students with HIV/AIDS

**Prevention of Disease/Infection Transmission
(Handling Body Fluids in Schools)**

The following provide simple and effective precautions against transmission of disease for all persons, including pregnant women, potentially exposed to the blood or body fluids of any student. No distinction is made between body fluids from students with a known disease or those from students without symptoms or with an undiagnosed disease.

The body fluids of all persons should be considered to contain potentially infectious agents (germs). The term "body fluids" includes: blood, semen, drainage from scrapes and cuts, feces, urine, vomitus, respiratory secretions (e.g., nasal discharge) and saliva. Contact with body fluids presents a risk of infection with a variety of germs. In general, however, the risk is very low and dependent on a variety of factors including the type of fluid with which contact is made and the type of contact made with it.

Table 1 (below) provides examples of particular germs that may occur in body fluids of children and the respective transmission concerns. It must be emphasized that with the exception of blood, which is normally sterile, the body fluids with which one may come in contact usually contain many organisms, some of which may cause disease. Furthermore, many germs may be carried by individuals who have no symptoms of illness. These individuals may be at various stages of infection: incubating disease, mildly infected without symptoms, or chronic carriers of certain infectious agents including the AIDS and hepatitis viruses. In fact, transmission of communicable diseases is more likely to occur from contact with infected body fluids of unrecognized carriers than from contact with fluids from recognized individuals because simple precautions are not always carried out.

Table 1
Transmission Concerns in the School Setting
Body Fluid Source of Infectious Agents

<u>Body fluid-source</u>	<u>Organism of Concern</u>	<u>Transmission Concern</u>
Blood Cuts/abrasions Nosebleeds Menses Contaminated needles	Hepatitis B virus AIDS virus Cytomegalovirus	Blood stream inoculation through cuts and abrasions on hands.
Feces* Incontinence	Salmonella bacteria Shigella bacteria Rotavirus Hepatitis A virus	Oral inoculation from contaminated hands
Urine* Incontinence	Cytomegalovirus	Bloodstream and oral (?) inoculation from contaminated hands
Respiratory secretions Saliva Nasal discharge	Mononucleosis virus Common cold virus Influenza virus AIDS virus Hepatitis B virus	Oral inoculation from contaminated hands Bloodstream inoculation through cuts and abrasions on hands;
bites		
Vomit* *	Gastrointestinal viruses (e.g., Norwalk agent Rotavirus)	Oral inoculation from contaminated hands
Semen	Hepatitis B virus AIDS virus Gonorrhea	Sexual contact (intercourse)

*Possible transmission of AIDS and Hepatitis B is of little concern from these sources. There is no evidence at this time to suggest that the AIDS virus is present in these fluids.

What should be done to avoid contact with body fluids?

When possible, direct skin contact with body fluids should be avoided. Disposable gloves should be available in at least the office of the custodian, nurse or principal. Gloves are recommended when direct hand contact with body fluids is anticipated (e.g., treating bloody noses, handling

clothes soiled by incontinence, cleaning small spills by hand). If extensive contact is made with body fluids, hands should be washed afterwards. Gloves used for this purpose should be put in a plastic bag or lined trash can, secured and disposed of daily.

What should be done if direct skin contact occurs?

In many instances, unanticipated skin contact with body fluids may occur in situations where gloves may not be immediately available (e.g., when wiping a runny nose, applying pressure to a bleeding injury outside the classroom, helping a child in the bathroom). In these instances, hands and other affected skin areas of all exposed persons should be routinely washed with soap and water after direct contact has ceased.

Clothing and other nondisposable items (e.g., towels used to wipe up body fluid) that are soaked through with body fluids should be rinsed and placed in plastic bags. If presoaking is required to remove stains (e.g., blood, feces), use gloves to rinse or soak the item in cold water prior to bagging. Clothing should be sent home for washing with appropriate directions to parents/teachers (see page 5 of 5).

Contaminated disposable items (e.g., tissues, paper towels, diapers) should be handled as with disposable gloves.

How should spilled body fluids be removed from the environment?

Most schools have standard procedures already in place for removing body fluids (e.g., vomitus). Disposable gloves should be worn when using these agents. The dry material is applied to the area, left for a few minutes to absorb the fluid, and then vacuumed or swept up. The vacuum bag or sweepings should be disposed of in a plastic bag. Broom and dustpan should be rinsed in a disinfectant. No special handling is required for vacuuming equipment.

Handwashing procedure

Proper handwashing requires the use of soap and water and vigorous washing under a stream of running water for approximately 10 seconds.

Soap suspends easily removable soil and micro organisms allowing them to be washed off. Running water is necessary to carry away dirt and debris. Rinse under running water. Use paper towels to thoroughly dry hands.

Disinfectants

An intermediate level disinfectant should be used to clean surfaces contaminated with body fluids. Such disinfectant will kill vegetative bacteria, fungi, tubercle bacillus and viruses. The disinfectant should be registered by the Environmental Protection Agency (EPA) for use as a disinfectant in medical facilities and hospitals.

Various classes of disinfectant are listed below. Hypochlorite solution (bleach) is preferred for objects that may be put in the mouth.

1. Ethyl or isopropyl alcohol (70%)

2. Phenolic germicidal detergent in a 1% aqueous solution (e.g., Lysol*)
3. Sodium Hypochlorite with at least 100 ppm available chlorine (1/2 cup household bleach in one gallon water; needs to be freshly prepared each time it is used).
4. Quaternary ammonium germicidal detergent in 2% aqueous solution (e.g., Tri-quat*, Mytar* or Sage*).
5. Iodophor germicidal detergent with 500 ppm available iodine (e.g., Wescodyne*).

*Brand names are used only for examples of each type of germicidal solution and should not be considered an endorsement of a specific product.

Disinfection of hard surfaces and care of equipment

After removing the soil, a disinfectant is applied. Mops should be soaked in the disinfectant after use and rinsed thoroughly or washed in a hot water cycle before rinse. Disposable cleaning equipment and water should be placed in a toilet or plastic bag as appropriate. Nondisposable cleaning equipment (dust pans, buckets) should be thoroughly rinsed in the disinfectant. The disinfectant solution should be promptly disposed down a drain pipe. Remove gloves and discard in appropriate receptacles.

Disinfection of rugs

Apply sanitary absorbent agent, let dry and vacuum. If necessary, mechanically remove with dust pan and broom, then apply rug shampoo (a germicidal detergent) with a brush re-vacuum. Rinse dust pan and broom in disinfectant. If necessary, wash brush with soap and water. Dispose of nonreusable cleaning equipment as noted above.

Laundry instructions for clothing soiled with body fluids

The most important factor in laundering clothing contaminated in the school setting is elimination of potentially infectious agents by soap and water. Addition of bleach will further reduce the number of potentially infectious agents. Clothing soaked with body fluids should be washed separately from other items. Presoaking may be required for heavily soiled clothes. Otherwise, wash and dry as usual.

If the material is bleachable, add 1/2 cup household bleach to the wash cycle. If material is not colorfast, add 1/2 cup nonchlorox bleach (e.g., Clorox II, Borateem) to the wash cycle.

Issued September 6, 1988

Electronic Communication

Electronic communication is the transmittal of a communication between two or more computers or other electronic devices, whether or not the message is converted to hard copy format and whether or not the message is viewed upon receipt. Electronic communication includes all electronic messages that are transmitted through a local, regional, or global computer network.

All district electronic communication systems are owned by the district and are intended for the purpose of conducting official district business only. District electronic communication systems are not intended for personal use by district employees. District employees should have no expectation of privacy when using the electronic communication systems.

Users of district electronic communication systems are responsible for their appropriate use and security. All illegal and improper uses of the electronic communication system, including but not limited to pornography, obscenity, harassment, solicitation, gambling and violating copyright or intellectual property rights are prohibited. Use of the electronic communication system for which the district will incur an expense without expressed permission of a supervisor is prohibited.

Disclosure of confidential student records, including disclosure via electronic mail or other electronic communication systems, is governed by the Family Rights and Privacy Act (FERPA). Therefore, the sharing of student records or other confidential information with persons or agencies outside the school district via e-mail is prohibited without prior written consent of the student's parent/guardian, or without prior written consent if such actions are allowable under an exception to FERPA (See Board Policy JRC, *Student Records/Release of Information on Students*, for detailed information on student records and FERPA). Student records and other confidential information may be shared with other district staff members via e-mail, as long as the staff member with whom the records are shared has a legitimate educational interest in the student and the records are shared for a legitimate educational purpose.

Any student records which are maintained on the electronic communication system are part of the student's record and, as such, are available for parent/guardian review and must be maintained in accordance with FERPA requirements. It is imperative that staff members who share confidential student information via the electronic mail system understand the correct use of the system, so that confidential records are not inadvertently sent or forwarded to the wrong party. Staff members who use e-mail to disclose student records or other confidential student information in a manner inconsistent with FERPA requirements may be subject to disciplinary action. Care should be taken when forwarding an electronic mail message. If the sender of an electronic mail message does not intend for the mail to be forwarded, the sender should mark the message "Do Not Forward."

To ensure compliance with applicable law and district policy, the district retains the right to review, store, and disclose all information sent over the district electronic communication systems for any legally permissible reason, including but not limited to determining whether the information is a public record, whether it contains information discoverable in litigation, and to access district information in the employee's absence.

Policy: EGA

Except as provided herein, district employees are prohibited from accessing another employee's electronic communications account without the expressed consent of the employee. All district employees should be aware that electronic communication messages can be retrieved even if they have been deleted and that statements made in electronic communications may have legal consequences.

Electronic communication sent or received by the Board, the district, or the district's employees may be considered a public record subject to retention under state or federal law. Such electronic communication may also be subject to public disclosure or inspection under the Colorado Open Records Act. A public record is any writing, including electronic mail messages, made, maintained or kept by the school district for use in the exercise of functions required or authorized by law or administrative rule or involving the receipt or expenditure of public funds.

Under provisions of the Open Meetings Law, electronic communications used by elected officials to discuss school district business may be deemed a meeting subject to the provisions of the Open Meetings Law.

The applicable custodian of records in the district shall assist the public in locating any specific public electronic record requested and shall provide public access to public electronic records in accordance with state law.

Whenever the district is a party in litigation or reasonably anticipates being a party in litigation, Board members and district employees in possession of electronic documents, email and/or other evidence relevant to the litigation or reasonably anticipated litigation shall retain all such documents, emails and other evidence until otherwise directed by the superintendent or designee.

To ensure compliance with applicable law and district policy, the district retains the right to review, store and disclose all information sent over the district electronic communication systems for any legally permissible reason, including but not limited to determining whether the information is a public record, whether it contains information discoverable in litigation and to access district information in the employee's absence.

Upon sending or receiving an electronic communication, all users shall store those communications that are public records. Such records may be maintained in accordance with district-established records retention guidelines.

Public records are those that evidence the district's functions, policies, decisions, procedures, operations or other activities of the district or that contain valuable district data.

Electronic communication on district computers or district electronic communication systems shall be retained only as long as is necessary. Such electronic communication shall be deleted on a routine basis unless otherwise required to be retained by district policy or state or federal law.

District employees will be subject to disciplinary action for violation of this policy and regulation.

Revised: December 12, 2011

Approved: January 9, 2012

LEGAL REFS.: CRS 24-6-401 et seq. (Colorado Sunshine Act)
CRS 24-72-201 et seq. (Colorado Open Records Act)
CRS 24-80-101 et seq. (State Archives and Public Records)
C.R.S. 24-72-203(1)(b)(I), (district must adopt policy regarding the retention,
archival and destruction of electronic records)
C.R.S. 24-72-204.5 (district must adopt policy on monitoring of electronic mail)

CROSS REFS.: JRC, Student Records/Release of Information on Students
JS, Student Use of Internet and Electronic Communications
EHB, Records Retention

Networked Electronic Information Resources

The Board recognizes that telecommunications and other new technologies, including the Internet, a global computer network referred to as the World Wide Web, are dramatically increasing the ways information may be accessed and communicated by members of society. The access to electronic information has great potential for altering instruction and enhancing student achievement. Moreover, electronic research skills are fundamental preparation for citizens and future employees in the age of information and communication and should be used in the educational environment as a learning resource to educate and to inform.

Telecommunications, electronic information sources, and networked services significantly alter the learning environment by opening classrooms to a broad array of current world-wide information resources. The Board supports student and staff access to these rich information resources along with the development of appropriate skills to apply such resources.

The Board believes the educational opportunities inherent in these tools far outweigh the possibility that users may procure material not consistent with the educational goals of the District. However, the Internet and electronic communications are fluid environments in which users may access materials and information from many sources. Staff members, students, and other authorized users, which may include but not be limited to, volunteers, or vendors, shall take responsibility for their own use of District computers and computer systems to avoid contact with material or information that violates this policy.

The Board expects that staff will blend thoughtful use of such information throughout the curriculum, target the information to the curriculum, and provide guidance and instruction to students in the appropriate use of such resources. Staff will consult Board Policies IMB/IMB-R, addressing the teaching of controversial issues, the guidelines for selecting instructional materials contained in Board Policies IJ/IJK, and will honor the goals contained therein.

In order to match electronic resources as closely as possible to the approved District curriculum, District staff will, as much as possible, review and evaluate resources in order to offer materials which comply with Board guidelines listed in Board Policies IJ and IJK governing the selection of instructional materials. Access to the District's networked electronic information resources will be designed in ways which point students to those sources which have been reviewed and evaluated prior to use. While students may be able to move beyond those resources to others which have not been evaluated by staff, they shall be provided with guidance in the appropriate selection and use of information. In this manner, staff will provide clear direction for students as they make use of telecommunications and electronic information resources to conduct research and other studies related to the District curriculum.

Students may be granted access to the District's computers and networked electronic resources only after signing the Cherry Creek School District Acceptable Use Agreement. The agreement contains acceptable use policies and guidelines outlining standards for behavior and communication which for students who are minors (persons under 18 years of age) includes

parental permission to use the networked electronic resources. Students may pursue electronic research independent of staff supervision only if they have been granted parental permission.

It is recommended that students, staff members and other authorized users receive instruction appropriate to the resources being accessed prior to using the District's computers and networked electronic information resources. This may include, but is not limited to, training in technical skills required to use the network and education in ethical uses of networked electronic resources.

Use of District computers and the District electronic communication systems must be consistent with the educational objectives of the Cherry Creek School District. Transmission of any material in violation of any federal or state law or regulation is prohibited.

The following guidelines shall apply to all use of the District's computers and District electronic communication systems:

Blocking or filtering obscene, pornographic and harmful information

To protect students from material and information that is obscene, pornographic or otherwise harmful to minors, as defined by the Board, software that blocks or filters such material and information has been installed on all District computers having Internet or electronic communications access. However, none of these systems are foolproof and do not guarantee protection against users accessing inappropriate materials. Blocking or filtering software may be enabled or disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational purpose being conducted by staff members over the age of 18.

Cherry Creek School District does not and cannot control Internet content or access thereto, some of which may be deemed offensive by some; therefore, the school District shall not be responsible for any material or information accessed on the Internet by any user and shall not be responsible for the impact or effect of the information on the user. Use of any information obtained via District computers or the District's electronic communication systems is at the user's own risk.

Cherry Creek School District specifically denies any responsibility for the accuracy or quality of information obtained through District computers or the District's electronic communication systems, and it exercises no control whatsoever over the content of the information residing on or passing through the system. Personal products and services not related to school District business should not be purchased through the system.

Any financial obligations arising from unauthorized use of the system for the purchase of products or services are the responsibility of the user. Files stored on District servers, electronic mail and use of District computers and the District's electronic systems are not private, and may be subject to inspection and/or monitoring.

No expectation of privacy

District computers and the District's electronic communication systems are owned by the District and are intended for educational purposes and District business at all times. Staff members, students and other authorized users shall have no expectation of privacy when using the Internet or electronic communications. The District reserves the right to monitor, inspect, copy, review and store (at any time and without prior notice) all usage of District computers and District electronic communication systems, including, but not limited to, all Internet and electronic communications access and transmission/receipt of materials and information.

All material and information accessed/received through District computers and the District's electronic communication systems shall remain the property of the school District. Users should not expect that files which are stored on District servers or on devices attached to District computers, or other information that is accessed via the District's electronic communication systems, including electronic mail, will be private.

Public Records

Electronic communications sent and received by District employees may be considered a public record subject to public disclosure or inspection under the Colorado Open Records Act. All employee electronic communications shall be monitored in accordance with relevant state and federal laws and applicable school board policy to ensure that all public electronic communication records are retained, released, archived and destroyed in accordance with applicable statutory and policy requirements.

Unauthorized and unacceptable uses

Staff members, students and other authorized users shall use District computers and computer systems in a responsible, efficient, ethical and legal manner.

Because technology and ways of using technology are constantly evolving, every unacceptable use of District computers and the District electronic communication systems cannot be specifically described in policy. Therefore, examples of unacceptable uses include, but are not limited to, the following.

No District employee, student or other authorized user shall access, create, transmit, retransmit or forward material or information or software:

- that promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacturing or purchasing of destructive devices or weapons
- that is not related to District education objectives

- that contains pornographic, obscene or other sexually oriented materials, either as pictures or writings, that are intended to stimulate erotic feelings or appeal to prurient interests in nudity, sex or excretion
- that harasses, threatens, demeans, or promotes violence or hatred against another person or group of persons with regard to race, color, sex, religion, national origin, age, marital status, disability or handicap
- for personal profit, financial gain, advertising, commercial transaction or political purposes
- that plagiarizes the work of another without express consent
- that uses inappropriate or profane language likely to be offensive to others in the school community
- that is knowingly false or could be construed as intending to purposely damage another person's reputation
- in violation of any federal or state law, including but not limited to copyrighted material and material protected by trade secret
- that contains personal information about themselves or others protected by confidentiality laws
- that allows an employee to impersonate another or transmit through an anonymous remailer without express authority from the administration and that is related to a legitimate job duty or educational purpose
- that runs port scans, network scans, network monitors, or uses any scanning tool or program on or from the District electronic communication systems, unless there is prior approval from the systems administrator and is related to a legitimate job duty or educational purpose
- that utilizes keyloggers, password-cracking programs, hacking software, or to engage in file-sharing of any kind unless such file-sharing is authorized as part of legitimate job-related duties or educational purpose. For purposes of this policy, "hacking" is defined as "to gain access to a computer, computer file or network, illegally or without authorization; or to view, alter, steal, damage or destroy computer data without authorization."
- that accesses fee services without specific permission from the system administrator
Security

Security on District computer systems is a high priority. Staff members, students or other authorized users who identify a security problem while using the Internet, or the District's electronic communication systems must immediately notify a building administrator, or designee. Staff members and students should not demonstrate the problem to other users. Logging on to the Internet or electronic communications as a system administrator is prohibited.

Staff members and students shall not:

- use or attempt to use another person's password or any other identifier without appropriate, express consent as determined by the District
- gain or attempt to gain unauthorized access to District computers or computer systems, computer data or files
- read, alter, delete or copy or attempt to do so, electronic communications of other system users without express consent, or in a manner that is deemed to be inappropriate as determined by the District

Any staff member, student or other authorized user identified as a security risk, or as having a history of problems with other computer systems, may be denied access to the Internet and District electronic communication systems.

Electronic Communications for a Public Audience

The use of District electronic communication systems is limited to educational and school business. Personal blogs, wikis, podcasts or other electronic communications or online discussions that do not pertain to educational or school District business should not be accessed through or from District electronic communication systems.

Electronic communication for a public audience and forms of online discussion including, but not limited to, blogs, wikis, bulletin boards, podcasts, chatrooms, listservs, or other electronic mailing lists being used in the furtherance of school District business or educational programming are considered to be an extension of the classroom and/or District operations, and are subject to all applicable school board policies and regulations.

Staff members who use the above-referenced forms of electronic communications for educational purposes in their classrooms are to comply with the following:

1. Ensure there is a signed parent/guardian permission form for each student to use these forms of District electronic *communication systems*.
2. Instruct students on safety issues and appropriate use of these types of District electronic communications systems.

3. Monitor and review the content of these communications on a regular basis to ensure that applicable school board policies are being followed.

Supervision

It is acknowledged that not all staff and student access to the Internet can or will be supervised; however, any action by a user that is determined by the Cherry Creek School District to constitute an inappropriate use of the District computers or the District's electronic communication systems, or to improperly restrict or inhibit other members from using District computers or the District's electronic systems is strictly prohibited and may result in termination of privileges and/or disciplinary action. Disciplinary action for students will be in accordance with existing discipline policies and may include suspension and/or expulsion. Appropriate legal authorities will be contacted if there is any suspicion of illegal activity by a user. Users must specifically agree not to access, submit, publish or display over the District computers or the District electronic systems any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material. Users must further agree to use District computers and/or the District electronic communication systems in accordance with all copyright laws. Copying, saving or redistributing copyrighted material is not allowed and users should assume material is copyrighted unless explicitly noted.

Confidentiality

Users of District computers and the District electronic communication systems shall only access, receive, transmit or retransmit material regarding confidential student, parent/guardian or District employee information in accordance with applicable state and federal confidentiality laws and school board policy. If material is not legally protected, but is of a confidential or sensitive nature, great care shall be taken to ensure that only those with a "need to know" are allowed access to the material.

Disclosure of confidential student records, including disclosure via electronic mail or other telecommunication systems, is governed by the Family Education Rights and Privacy Act (FERPA). Therefore, the sharing of student records or other confidential information with persons or agencies outside the school District via email is prohibited without prior written consent of the student's parent/guardian, unless disclosure is under an exception to FERPA identified in school board policy JRC, Student Records/Release of Information on Students and its accompanying regulation, JRC-R. Student records and other confidential information may be shared with other District staff members via email as long as the staff member with whom the records are shared has a legitimate educational interest in the student and the records are shared for a legitimate educational purpose.

Any student records maintained on District technology, including on the electronic mail system or in any other electronic format are part of the student's record and, as such, are available for parent/guardian review and must be maintained in accordance with FERPA requirements. It is

imperative that staff members who share confidential student information via electronic communications understand the correct use of the technology, so that confidential records are not inadvertently sent or forwarded to the wrong party. Staff members who use email to disclose student records or other confidential student information in a manner inconsistent with FERPA requirements may be subject to disciplinary action.

Vandalism

Vandalism will result in cancellation of privileges and may result in school disciplinary action and/or legal action. Vandalism is defined as any malicious or intentional attempt to harm, destroy, modify, abuse or disrupt operation of any network within the school District or any network connected to the Internet, operation of any form of electronic communications, the data contained on any network or electronic communications, the data of another user, usage by another user, or District-owned software or hardware. This includes, but is not limited to, the uploading or creation of computer viruses and the use of encryption software. The District reserves the right to monitor all activity on the system.

Unauthorized software

Staff members and students are prohibited from using or possessing any software that has been downloaded or is otherwise in the user's possession without appropriate registration and payment of any fees owed to the software owner. Staff members, students or other authorized users may not load software on a District computer that is not owned or authorized for use by the school District.

Privilege of use

Staff and student use of the District computers and the District's electronic communication systems, including but not limited to, use of the Internet and email communications, demands personal responsibility and an understanding of the acceptable and unacceptable uses of such tools, including knowledge of and compliance with, applicable copyright laws. Staff and student use of the Internet and electronic communications is a privilege, not a right. Failure to follow the use procedures contained in this policy will result in the loss of the privilege to use these tools and may result in school disciplinary action and/or legal action. The school District may deny, revoke or suspend access to District technology or close accounts at any time.

The Board of Education shall require that all communications between its employees and students be appropriate and in accordance with state law. All electronic or any other communications by employees to students at any time shall be expected to be professional, acceptable in content to any reasonable person, and limited to information that is school-related or is acceptable to both student and parent.

The Board is aware that the reputations and careers of students and educators have been damaged due to inappropriate communications between parties. Therefore, it is the intent of the

Board to make all employees and students aware of the expectations and procedures of the school District in regard to proper use of all electronic communication devices and computers if used to communicate with one another. This requirement is not intended to limit the use of technology as an effective teaching tool.

Employees shall be required to comply with all policies, procedures, and practices established by the Board and administration regarding direct communications with a student, and any failure to do so may result in disciplinary action, up to and including termination of employment. Extreme circumstances may constitute willful neglect of duty. Should an employee's failure to comply also violate state or federal law, the Superintendent or his/her designee shall report such violation to the proper authorities.

School District makes no warranties

The Cherry Creek School District makes no warranties of any kind, whether expressed or implied, related to the use of District computers and computer systems, including access to the Internet and electronic communications systems, or that such access and services will be error free or uninterrupted. Providing access to these services does not imply endorsement by the District of the content, nor does the District make any guarantee as to the accuracy or quality of information received. The school District shall not be responsible for any damages, losses or costs a staff member suffers in the use, operation, or inability to use District computers, or the Internet and District electronic communications systems. This includes loss of data and service interruptions. Use of any information obtained via the Internet and District electronic communications systems is at the user's own risk.

Proposed: June 9, 1997

Adopted: August 11, 1997

Revised: January 9, 2012

LEGAL REFS.: 47 U.S.C. 254(h) (Children's Internet Protection Act of 2000)
47 U.S.C. 231 (Child Online Protection Act of 1998)
20 U.S.C. 6801 et. seq. (Elementary and Secondary Education Act)
C.R.S. 22-87-101, et. seq. (Children's Internet Protection Act)
C.R.S. 24-72-204.5 (monitoring electronic communications)

CROSS REFS.: EGA, Electronic Communications
EGAD, Copyright/Royalties
EHCA, Web and Internet Publishing
JS, Student Use of the Internet and Electronic Communications
JRC, Student Records/Release of Information on Students

Federally-Mandated Family Medical Leave Act

General

The provisions of this policy shall apply to all family and medical leaves of absence except to the extent that any paid family leave or medical leave is covered under other Board of Education policies (and/or negotiated agreements) for any part of the 12 weeks of leave to which the employee is entitled. If an employee is entitled to paid leave under another policy and/or negotiated agreement, the employee shall take the paid leave, and this leave will run concurrent with the FMLA leave. An eligible employee may take family and medical leave of absence on a fiscal year basis (July 1 to June 30).

Eligibility for Leave

To be eligible for leave under this policy, an employee shall have been employed for at least 12 months and shall have worked at least 1,250 hours during the 12-month period preceding the commencement of the leave. An eligible employee shall be entitled to a combined total of 12 weeks leave per year under particular circumstances that are critical to the life of a family.

Under this policy, leave may be taken upon the birth and for the first year care of the employee's child; upon the placement of a child with the employee for adoption or foster care; when the employee is needed to care for a child, spouse or parent who has a serious health condition; or when the employee is unable to perform the functions of the position because of a serious health condition.

Spouses who are both employed by the district shall be entitled to a total of 12 weeks of leave (rather than 12 weeks each) for the birth or adoption of a child or for family illness.

Entitlement for child care leave shall end after the child reaches age one or 12 months after adoption or foster placement. Leave to care for a child shall include leave for a step-parent or person in loco-parentis.

If medically necessary for a serious health condition of the employee or the employee's spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule subject to certain conditions which pertain to instructional employees. The district may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule provided that the position has equivalent pay and benefits.

The district shall maintain coverage under any group health insurance plan for any employee who is granted an approved leave of absence under this policy for the duration of the leave (up to 12 weeks). Such coverage shall be maintained at the same level and under the same conditions, as coverage would have been provided if the employee were not on leave. The district reserves the

right to seek reimbursement for this benefit in the event that an employee elects not to return to work, as allowed by law.

Reinstatement After Leave

Reinstatement shall be determined in accordance with any applicable Board of Education policies (and/or negotiated agreements). If the employee on leave is a salaried employee and is among the highest paid 10 percent of district salaried employees and keeping the job open for the employee would result in substantial economic injury to the district, the employee may be denied reinstatement provided the district notifies the employee of its intent to deny reinstatement at the time economic hardship occurs and the employee elects not to return to work after receiving the notice.

All provisions of this policy shall prevail except as modified by an applicable negotiated agreement.

Proposed: March 10, 2003
Adopted: March 10, 2003
Effective: March 10, 2003

LEGAL REF: 29 U.S.C. 2601 et seq. (Family and Medical Leave Act)
29 C.F.R. Part 825 (Regulations)

CROSS REFS: Policy 4050
Policy 4153, Extended Leaves of Absence (Teachers)

Federally-Mandated Medical Family Leave Act

Notification and Reporting

When the need for leave for the birth or adoption of a child or for planned medical treatment is foreseeable, the employee must provide at least 30 days prior notice to the Office of Human Resources unless circumstances dictate otherwise. With respect to foreseeable treatments of an employee's family members, the employee must make a reasonable effort to schedule treatment so as not to disrupt district operations.

If the leave is unforeseeable, the employee is expected to give notice to the district of the need for the family leave as soon as practicable under the circumstances.

In cases of illness, the employee is required to report periodically on their leave status and intention to return to work.

Basic Conditions

The district will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. The certification shall include, but not be limited to, the date on which the condition commenced, the duration of the condition and the appropriate medical facts which support the serious health condition.

For an employee's own medical leave, the certification also must include a statement that the employee is unable to perform the functions of the position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

In its discretion, the district may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the district at its own expense may require the binding opinion of a third health care provider approved jointly by the district and the employee.

An employee on family and medical leave may be required to report periodically to the Office of Human Resources on their status and intent to return to work.

Intermittent or Reduced Leave

If medically necessary for a serious health condition of the employee or the employee's spouse, child or parent, leave may be taken on an intermittent or reduced leave. The district may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule provided that the position has equivalent pay and benefits.

When instructional employees seek intermittent leave in connection with a family or personal illness and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position with the school system, that is equivalent in pay, for which the employee is qualified and which better accommodates the intermittent situation.

Appropriate medical documentation will be required for the intermittent family and medical leave in the same manner as an extended family and medical leave. Intermittent absences granted under this policy will apply to the twelve-week total allowed by law.

Certification for intermittent leave must indicate the dates on which treatment is expected to be given and the duration of the treatment. For leave to care for a seriously ill child, spouse or parent, the certification must include a statement that the employee's intermittent leave is necessary to care for the family member and the expected duration and schedule of treatment.

For the employee's own intermittent leave, the certification must contain a statement indicating the medical necessity of the intermittent treatment and its expected duration.

Procedure for Requesting Leave

An employee requesting a leave under this policy must complete a Request for Family and Medical Leave of Absence form available at the employee's work site or from the Office of Human Resources.

The leave form should be completed in detail by the employee, and provided to the principal, manager, or supervisor. A copy of the form must be sent to the Benefits Office of Human Resources and must have attached the appropriate medical documentation verifying the reasons for the leave. If applicable, documentation confirming adoption or foster care is also required.

If the leave is due to an employee's own medical condition, the medical documentation must specify that the employee is (1) unable to perform work of any kind; (2) is unable to perform any one or more of the job's essential functions, and if so, which ones; or (3) must be absent from work for treatment.

For leaves due to the medical condition of a child, spouse or parent, the medical statement must specify that the employee is needed to care for the family member.

This form should be signed by the employee, submitted to the building administrator or his/her designee for review and preliminary approval, and forwarded to the Office of Human Resources for final approval. If possible, the form should be submitted 30 days in advance of the effective date of the leave.

In all cases of leave under this policy and regulation, the school district reserves the right to request additional medical opinions at the district's expense. All medical information provided to the district through this process shall be treated as confidential.

Failure to provide notification and appropriate medical documentation in a timely manner may result in delayed approval or denial of the leave. Continued absence after denial of leave may result in disciplinary action, up to and including termination from employment.

Reinstatement

An employee who returns to work from a family and medical leave is entitled to be reinstated to the same or an equivalent position with the same compensation and benefits.

Because the beginning and/or end of the semester is a critical time for both teachers and students, the following conditions will apply to requests from teachers seeking to return from a family and medical leave:

- A. A teacher whose leave does not exceed 90 days 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 the ongoing athletic season or other performance schedules in which the teacher is directly involved.
- B. A teacher whose leave exceeds 90 calendar days 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.

Employees who have taken leave due to a personal health condition will be required to provide certification by their physician that the employee is able to resume work. In addition, the district reserves the right to consult with a public health official if there is any question about possible transmission of a disease in the school setting.

Repayment of Benefits

An employee who is covered under the district health care plan who is on an unpaid family and medical leave of absence will retain that coverage in the same manner as if the employee were not on leave. If the employee has accrued leave which must be taken concurrently with family and medical leave approved under this policy, the appropriate deductions for the employee's share of the payment will be deducted from any paycheck the employee receives. Once any

applicable accrued leave has been depleted, the employee will be responsible for payment of any portion of the health plan premium for which the employee is responsible.

As with other types of unpaid leave, the employee will not accrue any employee benefits during the period of the unpaid leave, therefore, while on unpaid leave, employees are not entitled to accrue sick leave, general leave, vacation leave or longevity service credit. Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the district may recover from the employee the cost of any payments made to maintain the employee's group health insurance coverage unless the failure to return to work was due to a continuation, recurrence or onset of a serious health condition as certified by a physician that entitles the employee to leave or for other reasons beyond the employee's control.

Posting/Notice to Employees

Building principals and/or site administrators will post notices explaining the Family and Medical Leave Act's provision in locations where they can be readily seen by employees and applicants for employment.

Approved by Superintendent Monte C. Moses, March 10, 2003

CROSS REF.: Administrative Procedure: 4050.1

Reporting Child Abuse/Child Protection

It is the policy of the Board of Education that this school district comply with the Child Protection Act.

To that end, any school official or employee who has reasonable cause to know or suspect that a child has been subject to abuse or neglect or who has observed the child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, as defined by statute, shall immediately upon receiving such information report or cause a report to be made to the Arapahoe County Department of Social Services.

Reports of child abuse or neglect, the name and address of the child, family or informant or any other identifying information in the report shall be confidential and shall not be public information.

The Board shall provide periodic inservice programs for all teachers in order to provide them with information about the Child Protection Act and appropriate legislation, to assist them in recognizing and reporting instances of child abuse and to instruct them on how to assist victims and their families.

School employees and officials shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school official or employee to prove that the child has been abused or neglected.

The superintendent shall submit such procedures as are necessary to the Board for approval to accomplish the intent of this policy.

Revised: November 10, 2003

Adopted: December 8, 2003

LEGAL REFS.: C.R.S. 18-3-412.5(1)(b)(definition of unlawful sexual behavior)
C.R.S. 19-1-120 (1)(a)
C.R.S. 19-3-304
C.R.S. 19-3-307
C.R.S. 19-3-309
C.R.S. 22-32-109 (1)(z)
20 U.S.C. 1232(g) (Family Education Rights and Privacy Act)

CROSS REF.: GBGB, Staff Personal Security and Safety
GBEB, Staff Conduct

Note: The fourth section of the law cited above grants school employees and other persons who report or facilitate investigation of instances of child abuse immunity from any liability that might otherwise be incurred, except for making maliciously false statements.

Reporting Child Abuse/Child Protection

1. Any school employee who has reasonable cause to suspect that any child is subjected to abuse or to conditions that might result in abuse (for example, malnutrition, dangerous conditions, neglect) should immediately report the situation to the building administrator or his/her designee and take the following actions:
 - a. Call the Arapahoe County Department of Social Services or, after 4:30 p.m., the Arapahoe County Sheriff
 - b. Call the Cherry Creek School District health services
 - c. Fill out the Department of Social Services form on child abuse
2. The Department of Social Services has the responsibility to investigate suspected cases of child abuse or neglect and to call parents about abuse or neglect. Neither should be undertaken by the district employee.
3. A law enforcement officer may take a student into temporary custody without a court order. A social services employee does not have the legal authority to take a student into custody without a court order.
4. The Department of Social Services is responsible for contacting the parents in cases of child abuse or neglect. The school administrator or his designee should request the law enforcement officer contact the parents prior to removing a student from school grounds.
5. While certain categories of individuals are entitled to the information contained in a report of child abuse or neglect, school personnel are not in a position of authority with respect to such information. Therefore, all requests for such information should be referred to the Arapahoe County Department of Social Services or to a law enforcement agency if the report was made to the agency.
6. Once a report of child abuse is given to the agency, the responsibility for investigation and follow-up lies with the agency. It is not the responsibility of the school staff to investigate the case. Therefore, the school staff will not engage in the following activities:
 - a. Make home visits for investigative purposes.
 - b. Take the child for medical treatment. (This does not preclude taking action in an emergency situation.)
 - c. Convey messages between the agency and the parents/guardian.
7. Authorized school and district personnel may make available to agency personnel assigned to investigate instances of child abuse the health or other records of a student for such investigative purposes, in accordance with applicable state and federal laws governing the release of student education records maintained by the school district.

8. Guidelines for consideration

- a. If any school employee has questions about reasonable cause of child abuse and the need for making a report to the appropriate agency, the employee may consult with the building administrator or district Health Services Specialist. A direct call to the county department of social services about concerns is also advisable.

Note that consultation with another school official or employee will not absolve the school official or employee of the responsibility for reporting child abuse.

- b. In an emergency situation requiring retention of the child at the school building due to fear that if released, the child's health or welfare might be in danger, it should be observed that only law enforcement officials have the legal authority to hold a child at school. Otherwise a court order must be obtained to legally withhold a child from his or her parent or guardian.
- c. While all school officials and employees are reminded of their legal responsibility to report suspected cases of abuse or neglect, they may be assured that reports will be investigated by trained professionals and that there are more supportive and therapeutic treatment alternatives available for parents/guardians, and/or other persons with whom the student lives than there have been in the past.
- d. The confidential nature of information pertinent to child abuse or neglect cases is a matter to be emphasized both legally and humanely.

Revised: November 10, 2003

Adopted: December 8, 2003

Public Concerns/Complaints about Instructional Resources

The Board of Education recognizes the right of individuals and groups to present legitimate concerns about educational materials in the schools. The Board also recognizes the right of an individual parent to request that his own child not read a given book. When such a request is presented, the teacher and/or school administrator should resolve the situation, perhaps by arranging for use of alternative materials meeting essentially the same instructional purpose. This does not apply, however, to basic program texts and materials that the Board has adopted.

In the interest of handling complaints objectively and expeditiously, the following procedures shall be followed.

Any individual or group which questions any educational material shall submit his concerns to the teacher or media specialist as appropriate at the school involved. Should the problem not be resolved at the level of occurrence, the principal of the school shall be contacted.

The school principal and teacher or media specialist as appropriate shall hold a conference with the complainant. If the complainant is dissatisfied with the result of the conference, the principal shall inform him of the procedures for further consideration of his objection. The principal shall provide the complainant with a copy of this policy and the "Request for Reconsideration of Instructional Materials" form which the complainant shall fill out in its entirety and return to the principal if the complainant wishes to appeal to the building level review committee.

Building level review

The building level review committee shall consist of the principal, a teacher appointed by the principal, a representative appointed by the official school parent group, and others as deemed appropriate by the principal. The principal or his designee shall serve as committee chairman.

The principal shall advise the complainant, the teacher or media specialist, and the committee of the time and place of the committee meeting. Other persons may address the committee at its request.

The committee shall review the complainant's objections to the material and the challenged material in its entirety. A written summary of the committee's decision and rationale shall be provided to the complainant within 20 school days of the time the request for reconsideration form was received, and a copy shall be placed on file in the office of the executive director of elementary or secondary education as appropriate.

If the citizen is not satisfied with the recommendation of the building level review committee, he may appeal the decision to the executive director of elementary or secondary education as appropriate.

District level review

The executive director of elementary or secondary education shall appoint a review committee composed of educators and lay persons representing schools of the same grade level as the school where the complaint was filed. The executive director of elementary or secondary education or his designee shall serve as chairman. The committee shall not exceed seven persons.

The committee shall review the complainant's objections to the material and the challenged material in its entirety. A written summary of the committee's decision and rationale shall be provided to the complainant within 20 school days of the time the request for reconsideration form has been received, and a copy shall be placed on file in the office of the executive director of elementary or secondary education as appropriate.

If the complainant is not satisfied with the recommendation of the district level review committee, he may appeal to the superintendent. The superintendent or his designee shall review the complaint and re-evaluation and shall render a decision in the matter. Should the solution be unsatisfactory to the complainant, he may appeal the decision to the Board. The final decision shall rest with the Board.

Second challenge

If the same material is challenged at a future date, the principal shall examine the previous decision in the light of additional points of view. If there is any significant difference in the new challenge, the building level review committee may again review the material. Otherwise the original decision shall stand, and a copy shall be sent to the complainant explaining that the material previously had been evaluated.

Other

The terms of this policy will continue in full force and effect until June 30, 2014. Neither party to this agreement is obligated to negotiate this policy in future negotiations.

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 of the Board.

Revised: May 1, 2013

Adopted: September 9, 2013

Effective: July 1, 2013

**Public Concerns/Complaints about Teaching Methods,
Activities or Presentations**

Parents/guardians or patrons shall be allowed to challenge the use of any teaching methods, activities or presentations but must express such objection through the following procedures:

1. The parent/guardian or patron with a concern is encouraged to meet with the appropriate teachers or other staff involved.
2. If not resolved with the teacher, the school principal shall hold a conference with the complainant. A written record will be made of this meeting. Copies will be supplied to all parties involved.
3. After the initial contact of the complainant with the school administrator, the teacher involved in the challenge shall be invited to attend any subsequent meetings. Written minutes shall be taken of subsequent meetings. Copies shall be supplied to all parties involved.
4. If the complainant is dissatisfied with the results of the conference(s), the principal shall inform the complainant of the following procedures and provide him with a copy of this policy and the "Citizen's Challenge or Objection to Teaching Methods, Activities or Presentations" form to be acted upon by a review committee appointed by the superintendent.
5. Within 10 working days of receiving the completed challenge form, the principal shall forward it to the chairman of the review committee together with a written report of the conference(s) held with the complainant.
6. Copies of the report also shall be sent to the superintendent, the complainant and the teacher involved.
7. One copy of the report shall be kept in the school file.
8. The principal shall provide the chairman of the review committee with a copy or copies or description of the methods, activities or presentations, and the principal involved shall be given the opportunity to render a professional opinion on the appropriateness of the methods, activities or presentations utilizing supporting evidence.
9. The complainant shall be given the opportunity to render an opinion on the appropriateness of the material utilizing supporting evidence.

Within 60 calendar days from receiving the completed and signed challenge form, a written recommendation of the review committee shall be forwarded to the superintendent and all parties in interest. (Any deviation due to extenuating circumstances shall require the approval of the Board of Education.)

10. If the complainant or teacher involved is not satisfied with the recommendation of the review committee, he has the privilege of appealing to the superintendent and if necessary the Board of Education.

12. If the same methods, activities or presentations are challenged at a future date, the principal and the chairman of the review committee shall examine the previous decision in the light of additional points of view. If they find any significant difference in the new challenge, the committee again may review the methods, activities or presentations. Otherwise, the original decision shall stand and a copy of the final written recommendation of the committee and any Board action shall be sent to the complainant with an explanation that the methods, activities or presentations have been evaluated previously. If the complainant believes his challenge is different from the previous one or that significant new evidence exists, he may appeal the decision to the review committee, superintendent or Board of Education.

13. Any party may be represented by counsel at any step of this procedure.

Nothing herein shall be deemed to modify or repeal any other policy or regulation of the school district relative to rights and expression on the part of the professional staff or students.

When community members file a written or oral complaint about a district program and/or services, the district shall address the complaint by following a process similar to that set forth in the policy concerning public concerns and complaints about personnel or instruction.

Other

The terms of this policy will continue in full force and effect until June 30, 2014. Neither party to this agreement is obligated to negotiate this policy in future negotiations.

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 of the Board.

Revised: May 1, 2013
Adopted: September 9, 2013
Effective: July 1, 2013