

# 830040



Cherry Creek Schools  
Dedicated to Excellence

## Cherry Creek School District #5

### Board of Education Policies and Negotiated Agreement for Teachers

2,200  
teachers

1998 - 1999  
School Year

OCT 13 1998

**TEACHERS' HANDBOOK  
1998-99 SCHOOL YEAR  
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### **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.

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 may file a formal grievance of sexual harassment 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 employee may file the grievance with director of staff relations.

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.

Adopted: date of manual adoption

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)**

1. Members of the school community who believe that they have been subject to sexual harassment will report the incident to director of staff relations, who will be referred to as the grievance officer.
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 confer with the charging party in order to obtain a clear understanding of the basis of the complaint.
  - b. The grievance officer will then attempt to meet with the charged party in order to obtain a response to the complaint.
  - c. 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 perception of the situation, the grievance officer may:
  - a. Attempt to resolve the matter informally through conciliation.
  - b. Report the incident and transfer the record to the superintendent or his designee, and so notify the parties by certified mail.
4. After reviewing the record made by the grievance officer, the superintendent or designee 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: date of manual adoption





**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 Certificated and Classified Personnel**

The office of the Executive Director of Human Resources is responsible for matters dealing with the overall management of the certificated 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 the Executive Director 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 Superintendent before being placed on the agenda.

Proposed: January 12, 1981

Adopted: February 9, 1981

**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

**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.

Proposed: April 13, 1992

Adopted: May 11, 1992

Also appears as Policy ACB

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

Individuals or groups are in violation of Policy 4004 if, on school grounds, at school sanctioned activities, or in vehicles dispatched by the District, they:

1. Direct personal insults (whether written or oral), including epithets, slurs and insults based on a person's race, color, religion, ancestry, or national origin which are addressed to an individual (or group of individuals) where such utterance is likely to incite an immediate and violent response from the person (s) being addressed.
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. 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.

Any incident believed to constitute ethnic intimidation shall be reported promptly to the building principal or designee for investigation and further action which may include reporting the incident to law enforcement authorities.

Students or staff members who believe they have been the subject of ethnic intimidation, or who have witnessed ethnic intimidation, will report the incident immediately to the principal or designee. Complaints about ethnic intimidation will be investigated in a timely manner.

Any student who is found to be in violation of Policy 4004 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 4004 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 Robert D. Tschirki, May 11, 1992

**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, 1981

Adopted: February 9, 1981

Definition of Certificated Personnel

The term "Certificated Employee" is applied to an employee who holds one or more documents such as a certificate 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 certificated 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



**Definition of Enterprise Program Employees**

Personnel employed in self-funded programs incidental to the regular instructional program of the district (such as Before and After School Programs, Kindergarten Enrichment and Intersession and other programs as established in the district) will be enterprise employees.

The total expenses of these programs will not be allowed to exceed their revenues.

As a result of the district's inability to control the funding for the enterprise programs, the employee's employment status is "at will" and may be terminated at any time. In this regard, the employee specifically waives any and all rights the employee may otherwise have to the position. The term "at will" as used herein means that the district may terminate the employee's services at any time without cause or reason and without liability for pay or benefits beyond the last day of employment. The employee may terminate his/her employment with the district at any time, without cause or reason.

Wages will be set at the discretion of principals, directors or other supervisors within ranges recommended by the Extended Child Services Committee with approval from the Office of Human Resources.

Enterprise employees will earn leave at a rate of one hour per twenty hours worked. This leave can be used for sick and general leave purposes only. It must be earned by the employee before it can be used. Unused leave will be paid off at the end of each fiscal year at one-half the employee's per diem. Employees may be allowed to participate in district insurance programs at their own expense or, depending on the level of their position, some may be offered a subsidy from program funds to defray the cost of district insurance benefits. District contributions may also be used for the health-care reimbursement account and/or the dependent care assistance plan.

Proposed: June 9, 1997

Adopted: June 9, 1997

Effective: July 1, 1997

**Travel Reimbursement**

On the recommendation of the Superintendent, the Board of Education shall authorize the payment of traveling expenses. Payment at the official District rate per mile shall be made for any employee or member of the Board of Education while conducting official District business. Claims for payment shall be made in the manner prescribed by the Superintendent acting in accordance with established State funding requirements.

Adopted: January 10, 1983

Effective: January 1, 1983

**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 third party administrator for the Workers' Compensation Self Insurance Pool is the Occupational Health Management Services.

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

**PERFORMED BY:****ACTION:**

Employee

**Reporting Requirements**

- ◆ Injured employees must notify their supervisor within 48 hours after a work related injury.
- ◆ Written notice must be given by the injured employee to the Risk Management Department within four working days after the accident.
- ◆ The injured employee will assist the supervisor in completion of the First Report of Injury form.

**Medical Treatment**

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

- ◆ The injured employee will be examined by the nearest District nurse, providing a nurse is available.
- ◆ If further medical treatment is required, the District nurse or supervisor will issue the injured employee an Authorization Form for medical treatment at the District's designated medical provider, Columbia HealthOne Centers.
- ◆ The employee, after treatment, will return the Medical Status Report issued by the designated provider to their supervisor and assist in the completion of the First Report of Injury form.

## ◆ Emergency Care:

In the event of a life or limb threatening situation, treatment should be sought from the nearest medical facility. However, the designated provider must be contacted and follow-up care must be directed by the designated physician.

## ◆ After Hours Care:

In the event medical treatment is required for a work related injury after the office hours of the Columbia HealthOne Centers or on a weekend, the employee should go to the Emergency Room at Rose Medical Center, 4567 East 9th Avenue, Denver, CO.

◆ 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 Medical Treatment

Building

Administrator/ Emergency Care:

Supervisor/

Nurse

You should seek medical or emergency care for the injured worker at the nearest medical facility.

## 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 486-4643.

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 Robert D. Tschirki, August 12, 1996

**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 indistrict transfers, as well as individuals not currently employed by the Cherry Creek School District.

Proposed: May 10, 1982

Adopted: June 14, 1982

**Transfer Procedure - Classified**

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

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

Please use the following transfer procedure to assure consideration of in-district classified employees in filling all vacancies:

- Step 1 The Human Resources Department will post vacancies as soon as possible after receipt and approval of the Personnel Requisition.
- Step 2 The vacancy announcement will be posted in the appropriate locations in district facilities and the administration buildings for a period of not less than seven calendar days.
- Step 3 Those employees interested in specific transfer opportunities need to secure an Employee Transfer Request form from their school office or the Human Resources Department. The Transfer Request form must be submitted to the Human Resources Department no later than 4:00 P.M. on the closing date of the vacancy. Any transfer applicant who fails to submit the transfer request will not be considered for the position.
- Step 4 Following the closing date, a list of all transfer applicants will be submitted to the appropriate building administrator, or designee, for review.
- Step 5 The administrator, or designee, will consider all applicants for a vacancy and select applicants for interviews based on their qualifications for the vacancy.
- Step 6 Within 30 calendar days, a decision must be made to:
  1. recommend a candidate to fill the vacancy, or
  2. recommend no candidate to fill the vacancy which will result in:
    - a. a re-posting of the vacancy and any interested transfer applicants may then apply/re-apply, or
    - b. a cancellation of the vacancy,
  3. at the request of the Executive Director of Human Resources, or designee, the 30-day period may be extended to accommodate unusual circumstances.

Step 7 The Human Resources Department or supervisor will notify all applicants of the disposition of the vacancy.

We recognize the fact that informal communication between administrators and potential applicants may occur in a sincere effort to secure the most highly qualified staff possible. This should not, however, interfere with serious consideration of all in-district transfer requests.

Approved by Superintendent Jim S. Huge, May 9, 1988.

**Activity Tickets**

1. Senior high school certificated 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 Vocational Education.

Proposed: August 13, 1984

Adopted: September 10, 1984

### Insurance

#### A. 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.

#### B. Insurance Committee

1. 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.
2. This Committee is charged with the responsibility of making an annual review of the district approved employee insurance plan.
3. 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.
4. 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 an 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.

**Retirement and Medical Care Insurance Continuation****A. Eligibility**

Effective January 1, 1982, employees who have met the following minimum qualifications may elect to participate in the Cherry Creek School District's Medical Care Insurance Plan:

1. The age at which the employee is eligible to receive regular retirement compensation from PERA.
2. Ten years of continuous service in the Cherry Creek School District as a full-time employee immediately preceding retirement.
3. Has been an active participant in the group health insurance plan or has met all of the proof of insurability requirements of the insurance contract in effect at the time.
4. Should an employee have twenty-two years or more of service in the Cherry Creek School District, the age requirement in #1 above may be waived.

**B. Enrollment as a Retired Employee**

To continue participation in the group plan, an employee must enroll as a retired employee no later than the first day of the month following the last work day prior to retirement.

**C. Premiums**

Premiums for retired employees shall be established by the Insurance Committee.

**D. Premium Collection**

1. Premiums shall be paid not less than quarterly and shall be paid to the Finance Office.
2. Payment for subsequent quarters must be received by the first working day of the month or coverage will terminate.
3. The Personnel Department will notify the Payroll Office of changes in coverage for retired employees in the same manner in which regular employee changes are handled.

**E. Dependent Coverage**

1. Dependents shall be those individuals as defined by the Medical Care Insurance contract
2. Dependents of retired employees will be allowed to participate if the following conditions have been met:
  - a. Eligible dependent(s) may continue coverage in the group plan as long as the retired employee is eligible and continues in the group plan.
  - b. The eligible dependent(s) are covered by the group plan, or the eligible dependent(s) are able to prove insurability subject to the requirements of the insurance contract in effect at the time.
  - c. Eligible dependent(s) may continue coverage in the group plan as long as timely payment of the required premium is made.

3. A break in the continuous coverage of dependent(s) will disqualify the dependent(s) from any subsequent dependent coverage under this procedure.

F. Termination of Coverage for Retired Employee and Dependents

1. A retired employee whose payment of premium is in arrears will be dropped from coverage and not re-enrolled.
2. The death of the retired employee will cause termination of all coverage provided hereunder, except that dependent coverage may be extended for up to six months at the option of the dependent.
3. A voluntary withdrawal from participation in this plan shall terminate coverage.
4.
  - a. At such time as the Public Employees' Retirement Association establishes a retired employee insurance program, the benefits under this procedure will no longer be available to employees under their retirement.
  - b. Those individuals already enrolled in the District's group health insurance plan as retirees or dependents, who are not allowed to join the PERA retired employee insurance program when it becomes available, may continue in the District's plan as outlined above.

G. Conversion Privileges

The standard conversion of Medical Care Insurance as written in the contract shall be applicable to retired employees.

Approved by Superintendent Richard P. Koeppe, February 10, 1986



**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 Employees**

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 C.R.S. 12-22-301 et. seq., known as the Colorado Controlled Substance Act of 1981.

3. 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:
  - a. immediate suspension without pay, except as required by Colorado Statute, and,
  - b. termination of employment being recommended to the Board of Education.

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

1. 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").
2. 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.
  - a. 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.
  - b. Alcohol testing will be conducted using an evidential breath-testing device.
  - c. 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.

- d. 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.
3. The required testing under this Section C will be conducted at the District's expense and as follows:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. 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.
4. Records of all tests will be maintained and kept confidential in accordance with District procedures and federal regulations.
5. 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.

6. 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.
7. 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 Executive Director of Human Resources. The Executive Director 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 Executive Director 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 Executive Director 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 and alcohol on School District premises or as part of any of the School District activities is specifically prohibited. This policy shall apply to all School District employees, although at times, District personnel may certify that a particular federal grant may apply only to specific work sites.

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: August 13, 1990

Adopted: August 13, 1990

Effective: July 1, 1990

**A. Leave of Absence for Active Military Duty for Training**

1. 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.
2. 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.

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

**B. 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.

**C. 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.

**D. 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



**Recruitment, Selection and Filling Vacancies****A. Recruitment and Selection of Certificated Personnel**

The process leading to recommendation for employment and the process following employment will be the responsibility of the Executive Director 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;
- and the administration of the oath or affirmation of loyalty in accordance with State Statute.

In accomplishing the above, the Executive Director 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 Certificated 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.)

Revised: November 14, 1988

Adopted: December 12, 1988

**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 certificate 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

### Transfer/Reassignment

To meet staff desires, any teacher may request building or position reassignment for the ensuing year. Every effort will be made to honor such reassignment requests when it is felt to be in the best interests of the individual and the total school program.

Reassignments will be approved by the Superintendent if such reassignments do 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 reassignments will be considered.

When reassignments are made, those affected will be notified as soon as possible. Such notification will become a part of the employee's personnel record.

### Involuntary Transfer

The involuntary transfer of a teacher should be used as a last resort in meeting the criteria for staff reassignment as outlined in Policy No. 4115.

In order to minimize the necessity for involuntary transfer, teachers and administrators are encouraged to facilitate and expedite both the announcements of vacancies and the requests for voluntary reassignment.

If, within one year, a similar position arises in the building from which a teacher has been voluntarily or involuntarily transferred, as a result of program requirements or staffing imbalance, it is recommended that the Executive Director of Human Resources give highest priority to the teacher's request for the reversal of that transfer.

### Reassignment to New Positions

When new teaching positions are established, if feasible, all present staff members will be notified, and applications for reassignment carefully considered in the same manner as in the case of reassignment above.

### Indistrict 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 certified 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 "Indistrict Teacher Exchange" must do so on their own.
- G. Exchanges will be reported to the Office of Human Resources.

Teachers involved in the "Indistrict 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: December 4, 1989

Adopted: January 8, 1990

### 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.

In order that this may be realized, 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 serious 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.
- A. The vacancy announcement will be posted in the appropriate locations in all school buildings, in the Office of Human Resources, and in the office of the C.C.E.A. 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.
  - B. During the summer months and beginning the day after the last day of school indicated by the common calendar, a telephone job line will be used in place of the regular posting procedure. This telephone number will be made available through the main office of each school to teachers of the Cherry Creek School District only. Year-round schools will continue to receive vacancy announcements as indicated in the paragraph above.
- Step 2: Those interested in specific transfer opportunities need to secure the Transfer Request/Resume form from their school office or the Office of Human Resources, and submit the completed form to the Office of Human Resources no later than 4:00 P.M. on the closing date of the vacancy.

The Office of Human Resources will acknowledge receipt of the Transfer Request/Resume form.

- Step 3: Following the closing date, a list of all transfer applicants, and all Transfer Request/Resume forms will be submitted 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, will consider all applicants for a vacancy and select all qualified transfer applicants for interviews. The criteria to be used can include, but will not be limited to:
- 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. 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: Each transfer applicant will receive from the building administrator, or designee, communication regarding the following:
- A. information screened for consideration
  - B. information screened where applicant did not qualify
  - C. intent to interview/not to interview
- Step 6: Those transfer applicants not selected for interviews have the option of contacting the building administrator, or designee, to be informed of the reason(s) the transfer applicant is not qualified for the position.
- Step 7: The building administrator, or designee, will conduct interviews, and a decision (see Step 9) must be made within twenty (20) calendar days after closing.
- Step 8: A decision must be made to:
- A. recommend a candidate to fill the vacancy; or

- B. recommend no candidate to fill the vacancy; if the position is re-opened, any interested transfer applicant may apply/re-apply and begin Step 1 of these procedures; or
- C. request of the Executive Director of Human Resources, under unusual circumstances, an extension of up to ten (10) days to complete interviews. A recommendation will then be made following A. or B. above.

Step 9: The Office of Human Resources will notify all those interviewed of the disposition of the vacancy.

These procedures will be monitored by the Transfer Task Force and the Office of Human Resources noting the number of applicants and the number of interviews scheduled for each specific vacancy. The findings of the Task Force will be forwarded to the appropriate Executive Director as well as CCEA.

Approved by Superintendent Robert D. Tschirki, June 8, 1992



**Involuntary Transfer**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 certification. 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 Executive Director of Human Resources will notify CCEA of the need to involuntarily transfer teachers. These notices will be in writing.

**Step 2: Request For Volunteers**

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

**Step 3: Assignment Of Volunteer**

The principals of the sending school and the receiving school(s) will review the qualifications of the volunteer(s) using the criteria listed in Section D "Criteria". If a volunteer meets the

needs of the receiving school, each principal will recommend to the Executive Director of Human Resources that the transfer be made. The Executive Director of Human Resources will send a written confirmation of the transfer to the teacher, each building principal, and the appropriate Executive Director of Instruction. 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 Executive Director of Instruction, the Executive Director of Human Resources, and the receiving principal(s) to identify the teacher(s) in the sending school who can meet the needs of the sending and receiving school(s) by reviewing the criteria listed in Section D "Criteria".

Step 5: Communication Of Decision To Affected Staff Members

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

Section D - Criteria

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

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

Section E - Miscellaneous

1. Whenever practical, involuntary transfers will be effective at the beginning of the academic year, and the teacher being transferred will be notified in writing of such move by the end of the preceding academic year.
2. The teacher may request the Superintendent or designee to review the recommendation for involuntary transfer.
3. The involuntary transfer procedure will be applied consistently across the District.
4. If within one year, a similar position arises in the building/grade level/subject area from which a teacher was involuntarily transferred, unless there are unusual circumstances, the teacher will be given an opportunity to return if the teacher desires.
5. When the transfer results in a change in the pay cycle because of a change in calendar, the teacher may request that the administration review the impact by considering all available alternatives.

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

## CERTIFICATED TRANSFER REQUEST

(ONE TRANSFER FORM PER VACANCY#)

This form must be in the Office of Human Resources by 4:00 p.m. on the closing date.

Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

Present School \_\_\_\_\_

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

Home Address \_\_\_\_\_

City \_\_\_\_\_

Zip \_\_\_\_\_

Date of Transfer Request \_\_\_\_\_

Vacancy Number E \_\_\_\_\_

Closing Date \_\_\_\_\_

Facility \_\_\_\_\_

Position \_\_\_\_\_

Degrees, Major/Minor \_\_\_\_\_

## PAST TEACHING EXPERIENCE

(MOST RECENT FIRST) Use reverse side if necessary

1. School \_\_\_\_\_

Dates \_\_\_\_\_

Grade Level/Subject Area/Experience \_\_\_\_\_

Principal/Supervisor \_\_\_\_\_

Name

Title

Telephone Number

2. School \_\_\_\_\_

Dates \_\_\_\_\_

Grade Level/Subject Area/Experience \_\_\_\_\_

Principal/Supervisor \_\_\_\_\_

Name

Title

Telephone Number

3. School \_\_\_\_\_

Dates \_\_\_\_\_

Grade Level/Subject Area/Experience \_\_\_\_\_

Principal/Supervisor \_\_\_\_\_

Name

Title

Telephone Number

Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved by Superintendent Robert D. Tschirki, March 11, 1993

TEACHING PERSONNEL

Administrative Procedure: 4115.4

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

Dear \_\_\_\_\_:  
(Teacher)

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

INFORMATION SCREENED FOR  
CONSIDERATION OF APPLICANT

\_\_\_\_\_ Personnel Folder  
\_\_\_\_\_ Resume  
\_\_\_\_\_ Communication with past  
and present supervisors  
\_\_\_\_\_ Communication with past  
and present peers  
\_\_\_\_\_ Specific qualifications  
on job posting  
\_\_\_\_\_ Other

INFORMATION SCREENED WHERE  
APPLICANT DID NOT QUALIFY

\_\_\_\_\_ Personnel Folder  
\_\_\_\_\_ Resume  
\_\_\_\_\_ Communication with past  
and present supervisors  
\_\_\_\_\_ Communication with past  
and present peers  
\_\_\_\_\_ Specific qualifications  
on job posting  
\_\_\_\_\_ 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. For contracts of 185 to 224 days, at least five pupil non-contact days will be scheduled during the contract year. Any teacher contracted to teach more than 224 days will be contracted to work at least six pupil non-contact days. Pupil non-contact days will be part of the total contracted days.
3. The purpose of the pupil non-contact days are: staff orientation, individual staff planning, team meetings, conferences, and continuing education. All scheduled activities will be carefully planned and conducted to best accomplish these purposes.
4. A regular contract for teachers will be 185 days. A regular contract for probationary teachers on Step 1 will be 188 days. A regular contract for probationary teachers on Step 2 will be 187 days. A regular contract for probationary teachers on Step 3 will be 186 days. A teacher may, however, with Board approval, contract for more days than the regular contract.

- B. 1. After January 1, 1995, probationary teachers who are offered a "Teacher" contract in the district will be guaranteed a contract at a percentage at least equal to the percentage of the contract offered in that year. Any mutually agreed to increase or decrease in the percentage contract after that year will become the new guaranteed minimum percentage.
2. Nothing in this policy shall preclude a teacher from agreeing to a less than full time contract in any given year. However, teachers offered "Teacher" contracts or who had attained Teacher status prior to January 1, 1995, retain the guarantee for a full-time contract.
3. 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.

C. Work Schedule

1. The length of the work day for teachers will be eight hours including the lunch period and preparation period.
2. The work week will be 40 hours each week.
3. The building administrator will use discretion for individualization in the scheduling of hours.

D. Additional School Functions

1. Each building administrator may encourage teachers to participate in school/community-sponsored functions.
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 30 continuous minutes of lunch time during which he/she will not be assigned to any duty or supervision.

F. Teacher Planning Time

Planning time, as used in this policy, shall be in increments of 30 continuous minutes or greater, and is intended for activities related to student instruction, therefore, each building administrator will use discretion in scheduling required activities for other purposes during that time.

Each full-time teacher will be scheduled for at least 300 minutes of planning time per week. A minimum of 150 minutes per week averaged over a nine-week period will be made available for each full-time teacher during the student day. Less than full time will be pro-rata.

G. Compensation for Substitution

A teacher who is directed to substitute for any class period will be compensated at one-fifth of the curriculum rate of pay per regular-length class period at the secondary level (6-12) or equivalent at the elementary level.

Any full-time teacher who works as a substitute, on any day for which they are not contracted, shall be compensated at the curriculum rate of pay for each full day worked and shall be compensated at one-half the curriculum rate of pay for each half-day worked.

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 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: June 24, 1998  
Adopted: June 24, 1998  
Effective: July 1, 1998



**Scheduling of After-School Meetings**Days Of The Week Reserved For Scheduling Various Types Of After-School Meetings Involving Certificated Staff

In order to facilitate the scheduling of various after-school meetings in which certificated 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 staffs.
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

### 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.

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

## Memorandum of Understanding on Resignation/Retirement for SY 1998-1999.

## Resignation/Retirement

Resignation

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

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

Retirement/Service Bonus

## A. Introduction

Each eligible teacher will have the privilege to accept or reject the payments and/or benefits outlined in this policy. No teacher will be entitled to receive compensation from this program more than once. Any teacher who selects the Experience and Longevity Plan (4141, 8, C) will not be eligible for this Retirement/Service Bonus.

## B. 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 or mental health staff member in a position requiring certification/licensure for no less than 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 90 working days in the current school year to be eligible.
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 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

## Memorandum of Understanding on Resignation/Retirement for SY 1998-1999.

1. For the 1998-1999 school year only the District will impose a spending cap of \$2,500,000 to pay
  - (a) the experience and longevity salary enhancement plan under policies 4141 and 4870, excluding compensation for sick leave days under procedure 4151.6, 4873.6, and
  - (b) this retirement/service bonus, including compensation for sick leave days under procedure 4151.6, and 4873.6.
2.
  - (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 "1" above.
3. If insufficient funds exist to pay both all eligible applicants for the experience and longevity salary enhancement plan and all eligible applicants for this retirement/service bonus, eligible applicants for the experience and longevity salary enhancement plan shall be paid first.
4. Applicants who apply by the March 15 deadline will be paid according to the percentage below 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 insufficient funds exist to pay this retirement/service bonus to all eligible applicants after subtracting the amount paid for the experience and longevity salary enhancement plan, the amount required for payment of accumulated sick leave shall be subtracted from the amount available for this program.
6. Then, the bonus shall be paid to all applicants as a percentage of the total amount available, e.g., if \$1,000,000 is available and the full bonus for applicants would be \$1,250,000, then all applicants would receive 80% of the amount they would otherwise have received (\$1,000,000:\$1,250,000). A preliminary calculation will be made after the March 15 deadline to provide an initial indication of the pay-out amount for the retirement bonus.
7. 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 "6" above.

## Memorandum of Understanding on Resignation/Retirement for SY 1998-1999.

8. 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 outline in (1)-(6) 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.

## D. Compensation

## 1. Payment Schedule

The schedule for receiving retirement compensation shall be based on the years of service in the District.

Remuneration shall be equal to the individual's average salary for the highest five years contracted for teaching. This includes the teaching contract, Student Achievement Incentive Compensation, extended contract and recognition beyond the maximum as outlined in Policy 4141, but does not include payment for curriculum work, responsibility factor (R.F.), supplementary pay or extended days. Each teacher shall have the option to choose Plan A or Plan B Payment Schedule.

<u>PLAN A</u>			<u>PLAN B</u>			
Years of Service	1st Year Payment	2nd Year' Payment	Years of Service	1st Year Payment	2nd Year Payment	3rd Year Payment
12	45.0%	45.0%	12	30.0%	30.0%	30.0%
13	50.0%	50.0%	13	34.0%	33.0%	33.0%
14	55.0%	55.0%	14	37.0%	37.0%	36.0%
15	57.5%	57.5%	15	39.0%	38.0%	38.0%
16	57.5%	57.5%	16	39.0%	38.0%	38.0%
17	57.5%	57.5%	17	39.0%	38.0%	38.0%
18	62.5%	62.5%	18	42.0%	42.0%	41.0%
19	60.0%	60.0%	19	40.0%	40.0%	40.0%
20	57.5%	57.5%	20	39.0%	38.0%	38.0%
21	55.0%	55.0%	21	37.0%	37.0%	36.0%
22	52.5%	52.5%	22	35.0%	35.0%	35.0%
23	50.0%	50.0%	23	34.0%	33.0%	33.0%
24	47.5%	47.5%	24	32.0%	32.0%	31.0%
25	45.0%	45.0%	25	30.0%	30.0%	30.0%
26	42.5%	42.5%	26	29.0%	28.0%	28.0%

## Memorandum of Understanding on Resignation/Retirement for SY 1998-1999.

27	40.0%	40.0%	27	27.0%	27.0%	26.0%
28	37.5%	37.5%	28	25.0%	25.0%	25.0%
29	37.5%	37.5%	29	25.0%	25.0%	25.0%
30	37.5%	37.5%	30	25.0%	25.0%	25.0%
31-35	35.0%	35.0%	31-35	24.0%	23.0%	23.0%

## 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. 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.

## 4. 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

- A. The terms of this policy shall 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 shall be deemed null and void, but all other provisions or applications thereof shall 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 shall 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,

**Memorandum of Understanding on Resignation/Retirement for SY 1998-1999.**

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.

- F. 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: June 24, 1998

Adopted: June 24, 1998

Effective: July 1, 1998



**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 \_\_\_\_\_, 19\_\_\_\_, 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. Highest five years teaching salary:
- |           |    |      |    |       |
|-----------|----|------|----|-------|
| SY 19____ | to | ____ | \$ | _____ |
| SY 19____ | to | ____ | \$ | _____ |
| SY 19____ | to | ____ | \$ | _____ |
| SY 19____ | to | ____ | \$ | _____ |
| SY 19____ | to | ____ | \$ | _____ |
- TOTAL = \_\_\_\_\_
2. Average of the highest five years salary \_\_\_\_\_

3. a. Years experience in Cherry Creek \_\_\_\_\_

b. \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_  
 (% from schedule) (2 above)

Remuneration shall be equal to the individual's average salary for the highest five years contracted for teaching. This includes the teaching contract, Student Achievement Incentive Compensation, extended contract and recognition beyond the maximum as outlined in Policy 4141, but does not include payment for curriculum work, responsibility factor (R.F.), supplementary pay or extended days. This shall be paid according to the following schedule:

<u>PLAN A</u>			<u>PLAN B</u>			
Years of Service	1st Year Payment	2nd Year Payment	Years of Service	1st Year Payment	2nd Year Payment	3rd Year Payment
12	45.0%	45.0%	12	30.0%	30.0%	30.0%
13	50.0%	50.0%	13	34.0%	33.0%	33.0%
14	55.0%	55.0%	14	37.0%	37.0%	36.0%
15	57.5%	57.5%	15	39.0%	38.0%	38.0%
16	57.5%	57.5%	16	39.0%	38.0%	38.0%
17	57.5%	57.5%	17	39.0%	38.0%	38.0%
18	62.5%	62.5%	18	42.0%	42.0%	41.0%
19	60.0%	60.0%	19	40.0%	40.0%	40.0%
20	57.5%	57.5%	20	39.0%	38.0%	38.0%
21	55.0%	55.0%	21	37.0%	37.0%	36.0%
22	52.5%	52.5%	22	35.0%	35.0%	35.0%
23	50.0%	50.0%	23	34.0%	33.0%	33.0%
24	47.5%	47.5%	24	32.0%	32.0%	31.0%
25	45.0%	45.0%	25	30.0%	30.0%	30.0%
26	42.5%	42.5%	26	29.0%	28.0%	28.0%
27	40.0%	40.0%	27	27.0%	27.0%	26.0%
28	37.5%	37.5%	28	25.0%	25.0%	25.0%
29	37.5%	37.5%	29	25.0%	25.0%	25.0%
30	37.5%	37.5%	30	25.0%	25.0%	25.0%
31-35	35.0%	35.0%	31-35	24.0%	23.0%	23.0%

4. Payment Schedule

\_\_\_\_\_ payments of \$ \_\_\_\_\_ paid \_\_\_\_\_

monthly/yearly (circle one) commencing \_\_\_\_\_, 19 \_\_\_\_.

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.

5. 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

**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 Executive Director 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 Executive Director of Human Resources a complete list showing the assignments of student teachers as arranged by them after conference with principals, coordinators and the Executive Director 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 certified 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 certificated 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 at least one of the following:

- A. All activities must be consistent with the teacher's Professional Growth Plan.
- B. 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 (A) and/or district-approved activities (B).

#### 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 certificate.
- 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 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 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 teachers appointed by the President of the Association and two 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 15 semester hours required to advance to the next column on the salary schedule must be college/university credit (A) and/or district-approved activities (B).

5. Activities for Horizontal Advancement CreditA. 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	Work must be from a college or university accredited by an acceptable area or national accrediting agency.	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	School-wide workshops <u>must be</u> sponsored or approved by the Office of Staff Development.  District-wide workshops <u>must be</u> sponsored or approved by the Office of Staff Development.	As determined by the Office of Staff Development, one semester hour credit for each 15 hours of instruction and/or participation and approximately an equal time in outside work.

C. Travel

- 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 days of completion of the travel experience.

Activity	Rules	Cherry Creek Horizontal Advancement Credit
Travel	<p>Travel must satisfy all of the following criteria:</p> <ol style="list-style-type: none"> <li>a) Extends the person and his/her cultural understanding.</li> <li>b) Provides for visitation of educational programs or other activities which encourage or stimulate ideas for improvement of our educational program.</li> <li>c) Demonstrates direct teaching assignment or assignment or grade level application.</li> <li>d) Encompasses no less than one week.</li> </ol>	<p>One semester hour for each week of approved travel activity or major fraction thereof.</p> <p>A maximum of three semester hours for each column of horizontal advancement may be earned.</p>

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 days of completion of the activity.

Activity	Rules	Cherry Creek Horizontal Advancement Credit
Professional Development	<p>Professional development activities must satisfy all of the following criteria:</p> <ol style="list-style-type: none"> <li>a) Provides for an individual experience or activity that has as its goal the improvement of instruction.</li> <li>b) Demonstrates direct teaching assignment or grade level application.</li> </ol>	<p>A maximum of five semester hours for each column of horizontal advancement may be earned.</p>

E. Work-Experience Programs

1. No less than six consecutive months nor more than twelve 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 days of completion of the experience.

Activity	Rules	Cherry Creek Horizontal Advancement Credit
Work-experience programs	Outside work experience must satisfy all of the following criteria: a) Involvement is clearly beyond the teacher's present level of knowledge and skills. 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 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"> <li>a) Assignment is jointly agreed to by the teacher and principal.</li> <li>b) Includes written goals and objectives for both participants, regularly scheduled conferences, and a minimum of two formative evaluation reports prior to final written evaluation.</li> <li>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.</li> <li>d) The supervision experience must involve a minimum of eight weeks of full-time supervision or an equivalent amount of time.</li> <li>e) For every individual supervised, a maximum of one semester hour of credit may be earned.</li> </ul>	<p>A maximum of two 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: September 8, 1997  
Adopted: September 8, 1997  
Effective: July 1, 1997



### 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 certificate. Thereafter, the Professional Growth Plan will correspond with the effective/expiration dates of the teacher's certificate.
- 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 CERTIFICATE.

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.

Approved by Superintendent Robert D. Tschirki, September 9, 1997.

## Professional Growth Plan

## O R I G I N A L   P L A N

\_\_\_\_\_  
(month/day/year) Expiration Date  
of My Colorado Certificate.

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 and Procedure 4130.1 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

## Professional Growth Plan

## R E V I S I O N

\_\_\_\_\_  
(Month/day/year) Expiration Date  
of My Colorado Certificate.

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 and Procedure 4130.1 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

Professional Growth/Horizontal Advancement  
Activity Completion Form

NAME \_\_\_\_\_ SSN# \_\_\_\_\_

SCHOOL \_\_\_\_\_

## LEVEL OF HORIZONTAL ADVANCEMENT REQUESTED (CIRCLE ONE)

- |                      |                              |
|----------------------|------------------------------|
| A. BA + 15 Sem. Hrs. | E. MA + 30 Sem. Hrs.         |
| B. BA + 30 Sem. Hrs. | F. MA + 45 Sem. Hrs.         |
| C. MA                | G. MA + 60 Sem. Hrs.         |
| D. MA + 15 Sem. Hrs. | H. MA + 75 Sem. Hrs. - Ph.D. |

RULES: Refer to Policy 4130 for a complete description of the Cherry Creek School District Professional Growth Requirements and Procedures.

1. The teacher will fill out the Professional Growth/Horizontal Advancement Activity Completion Form, attach the necessary documentation, and submit it to the supervisor(s) for approval.
2. Completed activities will be approved or disapproved by the supervisor(s) and forwarded to the Office of Human Resources.
3. Disapproval will be accompanied by a statement indicating the reasons for disapproval at which time the teacher may choose to appeal that decision to the Professional Growth Appeals Committee.
4. The Professional Growth Appeals Committee will inform the teacher of the decision of the appeal.

\_\_\_\_\_  
Signature of Teacher\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Supervisor(s)\_\_\_\_\_  
Date

USE REVERSE SIDE OF THIS FORM FOR DESCRIPTION OF ACTIVITIES

This form must accompany all college/university transcripts and documentation. This form is available in your school's main office and the Office of Human Resources.

## TEACHING PERSONNEL

Administrative Procedure: 4130.4

DESCRIBE THE PROFESSIONAL GROWTH ACTIVITIES IN CATEGORIES BELOW:

1 qtr hr =  $2/3$  sem hr      4 qtr hr =  $2 \frac{2}{3}$  sem hr      7 qtr hr =  $4 \frac{2}{3}$  sem hr  
 2 qtr hr =  $1 \frac{1}{3}$  sem hr      5 qtr hr =  $3 \frac{1}{3}$  sem hr      8 qtr hr =  $5 \frac{1}{3}$  sem hr  
 3 qtr hr = 2 sem hr      6 qtr hr = 4 sem hr      9 qtr hr = 6 sem hr

1. Date      University/College      Course      Course      No. of Sem. Hrs.  
                  Attach Official Transcripts Name      Number

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2. Date      District-Approved Inservice      Instructor      No. of Sem. Hrs.  
                  Program for Recertification Credit

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3. Date      Educational Travel Location      Inclusive      No. of Sem. Hrs.  
                            Dates

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4. Date      Professional Development Experience      No. of Sem. Hrs.

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5. Date      Work Experience Programs      No. of Sem. Hrs.

---

6. Date      Supervision: Student Teacher/  
                  Resident/Intern/Beginning Teacher      Co-op      No. of Sem. Hrs.  
                            University

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TOTAL SEMESTER HOURS REQUESTED \_\_\_\_\_

Approved by Superintendent Robert D. Tschirki, December 12, 1994

**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**

Due process will be followed and just cause given in actions taken which involve teacher discharge, discipline, reprimand, reduction from normal rank or compensation, suspension or termination. 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.

**D. Criticism of Teachers**

1. Teacher will be given 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 evaluation, discipline, or compensation. When a principal receives information which, in the principal's judgement, could become part of such a process, the principal, 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. The teacher will be given the opportunity to attach a written response and/or rebuttal to the formal record of any negative or critical material or information.

Under certain circumstances, the identity of the source of critical or negative material may be kept confidential if the principal has an objective basis to believe that the release of the identity would be detrimental to the health or safety of the source.

2. 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.

E. 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, 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. 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.

F. 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.

G. Notification of Garnishment of Wages

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.

H. 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 application 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 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.

Revised: June 14, 1993

Adopted: June 14, 1993

Effective: July 1, 1993

### **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, 1999. 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 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.

Revised: September 8, 1997

Adopted: September 8, 1997

Effective: July 1, 1997

CROSS REFS.: IJ, Instructional Resources and Materials

**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.
10. 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.)

11. 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, 1999. 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 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.

Revised: September 8, 1997  
Adopted: September 8, 1997  
Effective: July 1, 1997

## Negotiated Policy

1. Definitions

- A. The term "Teacher" as used in policy will mean and include any certificated 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          | (6) Librarian          |
| (2) Subject matter coordinator | (7) Special education  |
| (3) Speech therapist           | (8) Special assignment |
| (4) Nurse                      | (9) Team leader        |
| (5) Counselor                  |                        |
- B. The term "Administration" as defined in policy will mean a collective body of persons whose pay is not determined by the Teacher Salary Schedule who manage, administer or direct the total educational enterprise of the District. Administration will include all persons who hold an administrative certificate or an equivalent thereof and who are appointed by the Office of the Superintendent to assume full time one or more of the following responsibilities:
- (1) Supervise, appraise and evaluate certificated and/or classified personnel,
  - (2) Allocate and expend certain designated school funds,
  - (3) Provide consultative services to certificated and/or classified personnel,
  - (4) Provide services to certificated personnel primarily aimed toward improving instruction,
  - (5) Supervise the maintenance and operation of the plant to which assigned,
  - (6) Direct, supervise, and evaluate assignments designated by the Office of the Superintendent (i.e., special projects, Federal/State projects).
- The above should be interpreted to mean that members of the administration may also assume teaching responsibilities.
- 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 Management Discussion Team (MDT) representing the Board of Education.
- 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 qualified person who seeks to resolve disagreement.
- L. The term "Fact Finder" as used in policy will mean a person who makes a factual study of the issues in dispute.
- 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.

2. Recognition

- A. The Board of Education recognizes the "Association" as the sole and exclusive representative of the negotiating unit.
- B. This recognition will remain in effect unless another organization is elected by members of the negotiating unit to replace the "Association".

C. Election Procedures

- (1) Any group representing teachers wishing to replace the Association as negotiating agent for teachers will present to the Board a petition requesting a representative 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. 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. Elections may be held, subject to the above conditions, only once during the course of a 12-month period.

### 3. Association Rights

- A. The rights and privileges of the Association and its representatives as set forth in this policy will be granted to the Association 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, mimeographing machines, and other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. Arrangements must be made for any equipment when it is removed from the building. 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) 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.
- (5) 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.
- (6) The right to have meetings at the close of a school day.
- (7) The Association will be the only teacher organization to process grievances.

### 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 informed and



constructive 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, each teacher a copy of the policies and procedures for which they are contractually responsible.
- a) 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 certificated 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.
  - b) Changes in policies or procedures will be distributed promptly to certificated personnel who will be affected by or cause or implement these changes.
- (5) Orientation sessions will be provided in each department or school once each year to review policies and procedures assigned certificated personnel. In addition, special orientation times will be provided for new certificated 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 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.

- (2) The Association will be granted association leave each school year.

The Association will pay the substitute teacher cost including PERA and Medicare and the District will pay the per diem cost for 110 days per school year. For days used in excess of 110, the Association will pay the per diem cost and the District will pay the substitute teacher cost.

Additional leave days may be granted when it can be demonstrated to the Superintendent that they will be beneficial to both the Association and the District.

- (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 expenditures 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 March 1 and no later than May 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 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.

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 submitted in their proposals 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 through negotiations will be written 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. Recommendations adopted by the Board as policy which require budgetary consideration are effective only upon the passage of a tax election if and when necessary. 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, the Board will move to reactivate negotiations.
- 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 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.

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.

- B. The Fact Finder will have the authority to hold hearings and make procedural rules.
- C. 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.
- D. Within 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.

- E. 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.
- F. The respective parties will take official action on the report of the Fact Finder no later than ten days after the meeting or meetings described above.
- G. 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.
- H. The cost for the services of the Fact Finding will be shared equally by the District and the Association.
- I. Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made and a copy of any transcript will be provided to the Fact Finder. The party requesting a stenographic record will pay the costs thereof, except that if the other party requests a copy of any transcript, it will share the entire cost of making the stenographic record.

10. Additional Provisions

- A. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
- B. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
- C. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
- D. Any additions, deletions or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board. Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teachers' annual contract year.
- E. Notwithstanding anything contained in this policy to the contrary, nothing herein shall be construed to allow or permit the expenditure

of school district funds or the use of personnel during contracted time or in kind contributions or donations to support or oppose any political candidate or ballot issue nor to urge voters to support, oppose, or vote in favor of or against any candidate or ballot issue in violation of the provisions of the Colorado Campaign Reform Act, or any state or federal statute or constitutional law or provision.

Revised: June 12, 1995

Adopted: June 23, 1995



**Teacher Grievance Procedures****A. Definitions**

1. A grievance will mean a written complaint by a grievant that:
  - (a) There has been a violation or inequitable application of any of the provisions of policies or administrative procedures or
  - (b) 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.
2. A grievance may be initiated by:
  - (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.
3. The term "grievance" will not apply to any matter in which the Board is without authority to act.
4. "Days" referred to in this policy will be regularly-scheduled working days for the parties involved so that all persons needed for the matter are available for consultation.

**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 herein contained 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.
3. 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.

C. Procedures

Level One. A grievance will first be discussed with the grievant's principal or supervisor with the objective of resolving the matter informally, at which time the grievant may:

- (a) Discuss the grievance personally,
- (b) Request that the Association's Representative accompany him/her,
- (c) Request the Association act in his/her behalf, or
- (d) Request his/her own designated representative or counsel to accompany him/her or act in his behalf.

The time limit for processing of a grievance at Level One will be six days. The six-day period will begin when the principal or supervisor receives the written grievance submitted by the grievant. Within this time period, the principal or supervisor will render a written decision and the reasons therefore.

Level Two. If the grievant is not satisfied with the disposition of the grievance 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 six days following receipt of the written decision rendered by the principal or supervisor, or in the absence of such written decision, within six days of the expiration date of the time period in which such written decision was expected.

The District Administrator responsible for handling grievances, hereinafter referred to as the Level Two Administrator, will represent the Superintendent at Level Two of the grievance procedure. The Level Two Hearing will take place within six days after the receipt of the written appeal from the grievant. At the initial meeting of Level Two, the Level Two Administrator will hold a hearing at which both the grievant, with or without representative(s) the grievant chooses, and the appropriate administrator(s) are present. After this initial meeting, the Level Two Administrator may investigate and consult with the grievant and/or the appropriate administrator(s) in an effort to resolve the grievance. The Level Two Administrator will render a decision on the resolution of the grievance within ten days after the hearing. The decision will be rendered in writing setting forth the decision and the reason therefore, and will be transmitted promptly to all parties of interest.

Level Three. If the grievant does not accept the decision 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.

To initiate Level Three proceedings, the Association will notify the superintendent or designee in writing within six (6) days of receiving the Level Two administrator's decision.

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 grievant.

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.

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 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.

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.

D. 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 an aggrieved group of teachers from different buildings or the Association acting in their behalf directly with the Level Two Administrator, and the processing of such grievance may commence at Level Two.
3. All written and printed matter dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.
4. 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.

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 permanent Hearing Examiners. This list of individuals will be reviewed and updated annually.
8. The maximum time allowed to file a grievance after the individual knew or should have known of the policy or procedure violation will be 30 working days.
9. When a grievance is filed at Level Two, the District will notify the Association of the grievance and the issue(s) involved. Such special notice need only be given for those grievances in which the grievant is not represented by an Association Representative.
10. 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.

E. 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 of the Board .

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: March 16, 1992

Adopted: April 13, 1992

Effective: January 1, 1992

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  
CCEA

Human Resources  
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 THE 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  
CCEA

Human Resources  
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. Initial Salary Placement - Experience Credit

The salary schedule will recognize verified previous teaching experience (Subject to the maximums allowed in the salary schedule) as provided below:

- (1) Experience with a public school must be while under contract on the official salary schedule for certificated personnel of the District. Upon approval of the Executive Director of Human



Resources, experience may be given for qualified teaching in non-public schools.

- (a) The teaching experience must have occurred while the teacher held a valid teaching certificate issued by that state.
  - (b) To qualify for a year's experience, 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.
  - (c) Individuals who serve as a resident teacher in the Cherry Creek School District in the 1988-89 school year or succeeding years will receive the equivalent of one year out-of-district experience credit (EC) when they are employed as a regular teacher.
- (2) Experience as a substitute teacher, intern, student teacher, or any continuing training program will not constitute experience credit.
  - (3) Full experience credit for up to and including five years will be granted to both new and presently-employed teachers commencing in September 1970.

Experience Credit (EC) will be a factor of Step One of the Bachelor's Degree column.

YEARS OF EXPERIENCE	EC FACTOR	98-99 COMPENSATION
1	.04	\$ 944
2	.08	\$1,887
3	.16	\$3,773
4	.24	\$5,660
5	.32	\$7,546

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

If a teacher resigns from the District and is re-employed within four years, the teacher will be given credit on the salary schedule for teaching experience in the District.

## E. Vertical Movement on Schedule

- (1) The salary schedule will grant vertical movement upon completion of each successful year of teaching experience. 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) One "Year in District" credit will be given for 90 days or more of teaching in the District in the school year, and no credit will be given for less than 90 days of teaching in the District.
- (3) The annual percentage factor for "Year in District" credit is contingent upon the teacher earning six semester hours or equivalent every five years. (Cross reference - Policy 4130)

## F. Horizontal Movement on Schedule

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

## G. Annual Salary

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

## H. Ten-Month Pay Option

The ten-month pay option will not be offered to employees after the 1988-89 school year. Employees currently on the ten-month pay option may continue until they notify the payroll office that they wish to drop the ten-month pay. Such notification must be accomplished prior to the payroll cutoff date in September. Once an employee has dropped the ten-month pay option, they may not re-enroll. Those employees opting for ten-month pay will not receive payroll checks from the district in July or August for any reason.

## I. Pay Cycles

- (1) Teachers in 4-track year-round schools will be paid in 12 monthly installments beginning in August. A teacher scheduled on a 4-track calendar for a full year contract will be paid the same annualized salary paid to a teacher on a common school-year

calendar.

- (2) A teacher moving from a 4-track year-round school to a common school-year calendar, either by transfer or by District calendar change, shall be offered the options of dividing their next year's salary over thirteen (13) payments or foregoing their August check.
- (3) Teachers entering the District for the first time and assigned to a 4-track year-round school will have the option to receive their first annual salary in 13 monthly installments provided they work at least 15 contract days in July.
- (4) Teachers in buildings that changed from alternative calendar to common school-year calendar in the 1992-93 S.Y. will remain on their previous pay cycles.

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.

3. Redirected Supplemental Benefit

Beginning in the 1998-99 school year, teachers on Steps 1-3 shall have the supplemental benefit of \$1,450 redirected and added to their annual salary as shown on the salary schedule.

JULY 1998  
TEACHERS SALARY SCHEDULE\*

LEVEL OF EDUCATION TRAINING

Years in CCSD	B.A.+ Certif	B.A.+ 15 S.H.	B.A.+ 30 S.H.	M.A.	M.A.+ 15 S.H.	M.A.+ 30 S.H.	M.A.+ 45 S.H.	M.A.+ 60 S.H.	M.A.+ 75 S.H. or Doc.
1 **	1.00 \$23,581	1.05 \$24,760	1.10 \$25,939	1.12 \$26,411	1.17 \$27,590	1.22 \$28,769	1.27 \$29,948	1.32 \$31,127	1.34 \$31,599
2 **	1.00 \$24,731	1.05 \$25,968	1.10 \$27,204	1.12 \$27,699	1.17 \$28,935	1.22 \$30,172	1.27 \$31,408	1.32 \$32,645	1.34 \$33,140
3 **	1.00 \$26,372	1.05 \$27,691	1.10 \$29,009	1.12 \$29,537	1.17 \$30,855	1.22 \$32,174	1.27 \$33,492	1.32 \$34,811	1.34 \$35,338
4	1.00 \$28,771	1.05 \$30,210	1.10 \$31,648	1.12 \$32,224	1.17 \$33,662	1.22 \$35,101	1.27 \$36,539	1.32 \$37,978	1.34 \$38,553
5	1.08 \$31,073	1.13 \$32,511	1.18 \$33,950	1.20 \$34,525	1.25 \$35,964	1.30 \$37,402	1.35 \$38,841	1.40 \$40,279	1.42 \$40,855
6	1.16 \$33,374	1.21 \$34,813	1.26 \$36,251	1.28 \$36,827	1.33 \$38,265	1.38 \$39,704	1.43 \$41,143	1.48 \$42,581	1.50 \$43,157
7	1.24 \$35,676	1.29 \$37,115	1.34 \$38,553	1.36 \$39,129	1.41 \$40,567	1.46 \$42,006	1.51 \$43,444	1.56 \$44,883	1.58 \$45,458
8	1.31 \$37,690	1.36 \$39,129	1.41 \$40,567	1.43 \$41,143	1.48 \$42,581	1.53 \$44,020	1.58 \$45,458	1.63 \$46,897	1.65 \$47,472
9	1.38 \$39,704	1.43 \$41,143	1.48 \$42,581	1.50 \$43,157	1.55 \$44,595	1.60 \$46,034	1.65 \$47,472	1.70 \$48,911	1.72 \$49,486
10	1.42 \$40,855	1.49 \$42,869	1.54 \$44,307	1.56 \$44,883	1.61 \$46,321	1.66 \$47,760	1.71 \$49,198	1.76 \$50,637	1.78 \$51,212
11		1.53 \$44,020	1.60 \$46,034	1.62 \$46,609	1.67 \$48,048	1.72 \$49,486	1.77 \$50,925	1.82 \$52,363	1.84 \$52,939
12			1.64 \$47,184	1.68 \$48,335	1.73 \$49,774	1.78 \$51,212	1.83 \$52,651	1.88 \$54,089	1.90 \$54,665
13				1.72 \$49,486	1.79 \$51,500	1.84 \$52,939	1.89 \$54,377	1.94 \$55,816	1.96 \$56,391
14					1.83 \$52,651	1.90 \$54,665	1.95 \$56,103	2.00 \$57,542	2.02 \$58,117
15						1.94 \$55,816	1.99 \$57,254	2.04 \$58,693	2.06 \$59,268
Maximum	\$40,855	\$44,020	\$47,184	\$49,486	\$52,651	\$55,816	\$57,254	\$58,693	\$59,268

\* A regular contract for teachers (non-probationary) will be 185 days. A regular contract for probationary teachers on Step 1 will be 188 days. A regular contract for probationary teachers on Step 2 will be 187 days. A regular contract for probationary teachers on Step 3 will be 186 days. Any teacher may, however, with Board approval, contract for more/less days than the regular contract.

\*\* Teachers on Steps 1, 2, and 3 will receive \$1,450 per year (Redirected Supplemental Benefit).

4. Extended Contracts

- A. When a certificated 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.

- B. Reimbursement for extension of contract may be made in reduced time requirements, as well as, or in addition to, other forms of financial consideration.
- C. Budget questions will be important in determining the number of extended contracts that can be offered, however:
- (1) 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.
  - (2) All persons interested in extended contracts are encouraged to apply.
- D. The services of the recognized employee negotiation agent must be solicited at times when agreement concerning compensation does not exist.
- E. 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 certificated personnel to meet an overload situation.
- F. 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.

5. 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.

#### 6. Responsibility Factor (R.F.) 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	.40	-	1.20
Coordinator (6-12)			
Less than 12 teachers in department	.25	-	1.50
12 or more teachers in department	1.00	-	1.80

(Base will be \$2,298 for the school year 1998-99 for the purpose of determining the compensation for the above.)

7. Curriculum Development

Compensation for curriculum development will be \$117.50 per day.

8. 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 attained maximum on the salary schedule:

## A. Student Achievement Incentive Plan

The intended goal of this plan is to increase student achievement.

The plan should include one or more of the following:

- involve students directly;
- provide training of staff members;
- focus programs on annual District goals.

The implementation of the plan will directly impact student achievement and will be beyond the scope of a regular assignment. Teachers are encouraged to develop and implement creative and innovative plans to meet these goals.

Compensation will be based on the educational level of the teacher as listed below. (Refer to Administrative Procedure 4141.1)

<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>MA+75 OR DOCTORATE</u>
\$1195	\$1543	\$1641	\$1740	\$1786	\$1836	\$1847

## B. Special Professional Growth Plan

A new salary maximum of up to 105% of the previous maximum for teachers at MA+30 or above will be available for those at maximum as a result of the satisfactory accomplishment of a three-year professional growth plan enacted by the teacher and the principal as outlined in Administrative Procedure 4141.2. For a teacher commencing a special professional growth plan after January 1, 1983, this new salary maximum will be paid for a three-year period following the completion of the three-year plan. Upon the completion of the special professional growth plan, a teacher may reapply for subsequent three-year plans so that once begun, a 105% payment could be continuous. For a teacher who officially started or completed a plan prior to January 1, 1983, this policy as it existed in September of 1982 will apply.

## C. Experience and Longevity Plan

## (1) Introduction

Beginning January 1, 1991, teachers will have the option of selecting this Experience and Longevity Plan.

The Plan is optional for teachers. Teachers may participate in the plan only once. Anyone participating waives any future eligibility for 105% Professional Growth Plans and Student Achievement Incentive Plan once they complete or withdraw from the Experience and Longevity Plan.

Any teacher selecting the Experience and Longevity Plan will not be eligible to participate in the District Retirement Bonus (Policy 4119).

## (2) Eligibility Criteria

(a) Any teacher or mental health staff member who has been employed by the District for no less than 25 years in a position requiring certification will be eligible, providing the person is assigned as a teacher or mental health staff member at the time of entrance into the plan.

(b) Teachers (teacher will include mental health staff throughout the description of this plan. It does not apply anywhere else unless specifically stated.) must submit a written notification/application to the District to initiate participation in the Plan (Administrative Procedure 4141.4 for teachers or 4870.3 for mental health). The notification must be filed with the Office of Human Resources in June or December prior to the start of the semester the individual begins the plan.

## (c) Spending Cap

1) For the 1998-99 school year only, the District will impose a spending cap of \$2,500,000 to be made available to pay

a) the experience and longevity salary enhancement plan under Policies 4141 and 4870, excluding compensation for sick leave days under Administrative Procedures 4151.6 and 4873.6, and

b) the retirement/service bonus, (Policies 4119 and 4819) including compensation for sick leave days under Administrative Procedures 4151.6 and 4873.6.

2) If insufficient funds exist to pay both all eligible



applicants for the experience and longevity salary enhancement plan and all eligible applicants for the retirement/service bonus, eligible applicants for the experience and longevity salary enhancement plan shall be paid first.

3) Compensation

a) Schedule

Beginning with the effective date of the notification, the District will pay the teacher up to an additional 15% per year (excluding regular negotiated salary increases) averaged into the teacher's monthly salary for a period of up to three years.

- b) Compensation will be based on the teacher's average salary for the three highest years contracted for teaching. This includes the teaching contract, student achievement incentive plan extended contract and recognition beyond the maximum as outlined in Policy 4141, but does not include payment for curriculum work, responsibility factor (R.F.), supplementary pay, or extended days. The amount of such annual compensation will be based on the following:

25 years of service	79%
26 years of service	75%
27 years of service	70%
28-30 years of service	66%
31-35 years of service	61%

Percentages are applied to the teacher's three highest years salary average to determine maximum dollars to be paid over the three years of the plan.

- c) If, for any unforeseen reason, the teacher is unable to perform his or her duties in the teaching contract, special provisions will be made through an agreement with the District to withdraw from the plan. A teacher must give the Office of Human Resources 30 days notice to shorten the plan. Any unused amount of the Experience and Longevity Compensation will be paid to the teacher when he or she leaves the District.
- d) If the amount scheduled to be received is not sufficient to fund the third year of the plan, full payments will continue from the beginning of that third year until the amount of additional compensation

is exhausted.

- e) Upon completion of the plan, the teacher will revert back to the salary schedule based on education and experience.

4) Rules/Regulations Change

Changes in rules or regulations that would penalize the District or cost additional monies because of the operation of the plan will automatically void this policy.

5) Annual Review

The District and the Association will conduct an annual review of the Experience and Longevity Plan. The program may be terminated at the option of the District at the end of any calendar or fiscal year.

D. Maximum Salary Increase

Teachers who were at the last experience step on their respective columns of the salary schedule during the 1997-98 school year shall receive a one-time only increase equivalent to \$597, payable monthly from November 1998 through June 1999.

9. 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.

10. Mentor Teachers

Effective with the 1990-91 school year, a teacher appointed to serve as a mentor to a resident or intern teacher and who meets the requirements of the resident teacher contract, will be paid \$1,000. Teachers appointed to serve as a mentor to first-year teachers, will be paid \$250. These payments will be made in June in a lump sum and will cover all additional responsibilities connected with the activity of a mentor.

11. 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 the teacher's 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 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 24, 1998

Adopted: June 24, 1998

Effective: July 1, 1998

## Student Achievement Incentive for Teachers at Maximum

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Teacher's Signature

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Current Salary Code

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DateStatement of Intent:

The intended goal of this plan is to increase student achievement.

The plan should include one or more of the following:

- involve students directly;
- provide training of staff members;
- focus programs on annual District goals.

Implementation of the plan will directly impact student achievement and will be beyond the scope of a regular assignment.

Teachers are encouraged to develop and implement creative and innovative plans to meet these intended goals.

Examples of these plans are listed below in order to assist the teacher and principal (or designee) in establishing a unique plan. These examples are not meant to be limiting, rather they are possibilities which could be included in the plan. Each student achievement plan will be developed through mutual discussions and finalized by mutual agreement.

Procedural Considerations:

1. A teacher or group of teachers may apply for student achievement incentive compensation the contractual year following attainment of maximum on column BA+30 or greater and will be compensated at the educational level at the time of application.
2. No teacher involved in the remediation process (as outlined in Policy 4170), on August 30 for year-round or September 15 for conventional calendar, will be eligible for this compensation during that school year.
3. The deadline for submitting the application for student achievement incentive compensation will be August 30 for year-round calendar or September 15 for common calendar.
4. Unless otherwise mutually agreed to, within 30 calendar days of submitting an application for student achievement incentive compensation, the teacher and principal (or designee) will discuss and mutually agree to the teacher's plan. If mutual agreement cannot be reached following further discussions, the administrator and the teacher will state in writing the reasons for their disagreement. A written appeal can be made to the principal's supervisor by either party within 5 days. The supervisor shall render a decision within 15 days.

5. 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.
6. 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.
7. The plan will include criteria for assessment. Final assessment will be completed by the teacher and principal (or designee).
8. After final assessment, which will take place before June 1, payment will be recommended to the Board of Education, and payment will be made in a lump sum.
9. A teacher must reapply each year for this student achievement incentive compensation.

Examples of Plan Development:

To be developed by Task Force.

Approved by Superintendent Robert D. Tschirki, June 13, 1994

**Special Professional Growth Plan - 105% of Previous Maximum**

The following criteria must be adhered to:

1. The teacher must be at maximum on the salary schedule.
2. The teacher must have a master's degree plus 30 semester hours or above.
3. This Special Professional Growth Plan is meant as an incentive to grow. This is not meant as a maintenance of the status quo.
4. This Special Plan must cover more than the minimum for State recertification (six semester hours every five years).
5. This Special Plan is for three years duration.
6. This Special Plan can include professional growth in any or all of the seven areas listed in Policy 4130.
7. 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.
8. The Special Plan can begin at any time during the year after agreement is reached between the teacher and the principal.
9. When the Special Professional Growth Plan is submitted, and initially agreed to by the principal, the Executive Director of Human Resources must be notified.
10. The teacher must submit data to the principal to show completion. This should include all transcripts, papers, etc. Following the principal's final evaluation, verification (including transcripts) must be sent to the Executive Director of Human Resources.

Approved by Superintendent Jim Huge, December 12, 1988

## Vocational Education Teachers

1. New Hires

Effective July 1980, teachers hired to teach Vocational Education courses, or to teach in a department which teaches Vocational Education courses, must have a Vocational Certificate (Type C) and a General Teacher Certificate (Type A) or a Vocational Certificate (Type C). The Director of Vocational Education may waive the requirement that those with a Type A Certificate must also have a Vocational Certificate.

The Vocational Certificate must be kept current and valid for the teacher to maintain his/her teaching position in the District.

2. Work Experience Credit

## A. Required Work Experience for Certification

## (1) Type C with less than a Bachelor's Degree:

- a. No experience credit will be allowed for the first five years of work experience that is required for the Type C Certificate.
- b. Up to five years experience credit may be allowed for work experience beyond the five required years for the Type C Certificate; i.e., six years' experience would correspond to one year EC.

## (2) Type C with at least a Bachelor's Degree:

- a. Up to five years of approved work experience may be granted as experience credit on the salary schedule.
- b. No experience credit will be granted for work experience in excess of the five approved years.

## (3) Vocational Certificate with either a Type A or a Type B:

- a. Five years of approved work experience prior to receiving the Vocational Certificate may be granted as EC on the salary schedule.
- b. No EC will be granted if the work experience is required for the Type A or Type B Certificate, such as is the case in Distributive Education.

## B. Work Experience After Certification

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 No. 4130, Area

No. 6, "Outside Work Experience."

- C. If a vocational teacher voluntarily changes from a position which requires a Vocational Certificate to a regular teaching position, any work-experience credit will be deleted from future salary payments. If the District eliminates a vocational program, payment for prior work experience may be continued.

3. Compensation for Maintaining Certificate

- A. A reduced teaching load may be considered full or partial remuneration for maintaining the Vocational Certificate.
- B. Responsibility pay may also be considered full or partial remuneration for maintaining the Vocational Certificate.

Approved by Superintendent Jim Huge, December 12, 1988



## Experience and Longevity Plan Agreement

NAME \_\_\_\_\_  
Last First Middle

SCHOOL \_\_\_\_\_ PHONE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

NUMBER OF YEARS IN DISTRICT \_\_\_\_\_ SSN \_\_\_\_\_

Pursuant to Policy 4141 (Experience and Longevity Plan) I hereby notify the District of my intention to participate in the Experience and Longevity Plan for a period of up to three years.

Upon acceptance and approval of this application by the District, it is understood and agreed that:

Beginning with the effective date of this notice, the District will pay the teacher up to an additional 15% salary per year, averaged into his or her monthly salary for a period of up to three years.

Upon completion of the three year Experience and Longevity Plan, the teacher will revert back to the salary schedule based on education and experience. The teacher will not be eligible for any service related compensation under Policy 4119, nor for 105% Professional Growth Plans or Career Incentive Compensation.

If, for any unforeseen reason, the teacher is unable to perform his or her duties in the teaching contract, provisions will be made by the District to shorten the plan. Any unused amount of the Experience and Longevity compensation will be paid to the teacher when he or she leaves the District.

If the amount scheduled to be received is not sufficient to fund the third year of the plan, full payments will continue from the beginning of that third year until the amount of additional compensation is exhausted.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

FOR THE DISTRICT: CHERRY CREEK SCHOOL DISTRICT #5  
ARAPAHOE COUNTY, STATE OF COLORADO

BY \_\_\_\_\_  
Name Title Date

Approved by Robert D. Tschirki, October 14, 1991

I. Supplementary Pay

On certification by the principal of the person's qualifications and assignments and with the approval of the Executive Director 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 coincide 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 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 assignments during one school year of which not more than three may be from category #1 through #6.

## 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. Step 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 receiving the Committee's recommended approval will be forwarded for Board of Education 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 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 within 30 days after the beginning of each school year.
- D. 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 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	.15
2	High School Band Director	.135
3	A. High School Head Coach: Track, Baseball, Swimming, Gymnastics, Volleyball, Soccer, LaCrosse, Softball	.12
	B. High School Newspaper Advisor	.12
	C. High School Yearbook Advisor	.12
	D. High School Advisors: Pom Pon, Cheerleader, Drill Team (Maximum distribution of .36)	.12
	E. Each High School Athletic Trainer: (Fall, Winter, Spring)	.12
	F. High School Student Government Advisor	.12
	G. Outdoor Adventure Director	.12

## TEACHING PERSONNEL

Policy: 4142

4	A. High School Head Coach: Golf, Tennis, Cross Country	.10
	B. Each High School Assistant Coach: Football, Basketball, Wrestling	.10
	C. High School Choral Director: (Maximum of three factors)	.10
	D. High School Debate/Forensics Advisor: (Maximum of two seasons)	.10
	E. High School Drama Director: (Minimum - one major production each semester - Maximum two seasons)	.10
	F. High School Musical Director	.10
	G. High School Theater Manager	.10
	H. Assistant High School Band Director	.10
	I. High School Peer Leadership Coordinator, i.e., All Stars	.10
5	A. Middle School Band Director	.09
	B. Each High School Assistant Coach: Track, Baseball, Swimming, Gymnastics, Soccer, LaCrosse, Volleyball, Softball	.09
	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
6	A. Each High School Assistant Coach: Tennis, Cross Country	.08
	B. High School Coach: Weight Training	.08

## TEACHING PERSONNEL

Policy: 4142

	C. High School Orchestra Director	.08
	D. High School Color Guard Advisor	.08
	E. High School Assistant Athletic Trainer Fall/Winter/Spring	.08
	F. High School/Middle School Intramural Director	.08
	G. Percussion Instructor	.08
	H. 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
	C. High School and Middle School Service Club Advisor Limit to two positions per season. H.S./M.S. One position for elementary	.05
	D. High School Pep Band Director	.05
	E. Middle School Student Government Advisor	.05
	F. High School Jazz Band Director	.05
	G. Middle School Orchestra Director	.05
	H. High School Peer Leadership Sponsor i.e., All Stars (Maximum of Six)	.05
	I. High School/Middle School Assistant Drama Director (Maximum two seasons)	.05

	J. High School Assistant Debate/Forensics (Limit of two seasons)	.05
	K. Elementary Choral Director (Maximum Of Two Choirs - Two Factors)	.05
	L. 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
	G. High School/Middle School School Odyssey of the Mind Coach (Limit of .105 per school - equivalent of three factors)	.035
	H. Elementary School Odyssey of the Mind Coach (Limit of .140 per school - equivalent of four factors)	.035
10	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 School Odyssey of the Mind Building Coordinator (After building has a need for 3 OM 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 \$17,037.

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 24, 1998

Adopted: June 24, 1998

Effective: July 1, 1998



## TEACHING PERSONNEL

Administrative Procedure: 4142.1

<u>Job Title</u>	<u>Pay Cycle</u>
High School Coach: Weight Training	Season of Position
High School Orchestra Director	October - May
High School Color Guard Advisor	October - May
High School Assistant Athletic Trainer Fall/Winter/Spring	Season of Position
High School/Middle School Intramural Director	October - May
Percussion Instructor	October - May
M. S. Track Coach (Head and Assistant)	September - November
M. S. Basketball Coach (Head and Assistant)	December-February
M. S. Wrestling Coach (Head and Assistant)	March-May
M. S. Volleyball Coach (Head and Assistant)	March-May
High School Drama Technical Director	Season of Production
High School, Middle School, and Elementary: Intramurals	October - May
High School, Middle School and Elementary Service Club Advisor	October - May
High School Pep Band Director	December-February
Middle School Student Government Advisor	October - May
High School Jazz Band Director	Season of Position
Middle School Orchestra Director	October - May
High School Peer Leadership Sponsor i.e., All Stars	October - May
High School/Middle School Assistant Drama Director	Season of Production

<u>Job Title</u>	<u>Pay Cycle</u>
Elementary Choral Director	October - May
Middle School Newspaper Advisor	October - May
Outdoor Adventure Sponsor	October - May
High School Class Advisor: (Senior Class, Junior Class)	October - May
Winter High School Concession	December - February
High School National Honor Society Advisor	October - May
Elementary Instrumental Music Director	October - May
High School/Middle School/Elementary School Literary Publication Advisor	October - May
High School Assistant Musical Director	Season of Production
High School/Middle School/Elementary School Odyssey of the Mind Coach	October - May
Fall High School Concession	September - November
High School Middle School/Elementary School Interest Club Advisor	October - May
High School/Middle School/Elementary School Academic Activity Advisor	October - May
High School/Middle School/Elementary School Odyssey of the Mind Building Coordinator	October - May
High School Class Advisor: (Sophomore Class, Freshman Class)	October - May

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

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

Senior high school certificated 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

Eligibility begins the first of the month following the first thirty (30) calendar days of employment.

A. Flexible Benefit Plan

For the 1998-99 contract year, the district will contribute \$211.75 per month for the district-approved insurance program for teachers working a 60% or greater contract.

For the 1998-99 contract year, the District will contribute \$105.88 per month for the District-approved insurance program for teachers working a 50%-59% contract.

Teachers working a 0%-49% contract are not eligible for the District-approved insurance program and will receive no District contribution.

B. Supplemental Benefit

In addition to the district contribution for the flexible benefit plan, teachers on step 4 and above and working a 50% or greater contract, will receive a supplemental benefit of \$120.83 per month for the District-approved insurance program and/or a tax sheltered annuity of the teacher's choice. Beginning with the 1998-1999 contract year, teachers on steps 1-3 will not receive this contribution. Instead, teachers on steps 1-3 will receive this amount of money as a Redirected Supplemental Benefit which will be included as salary.

The District will annually provide the Association with the number of teachers not receiving this benefit.

- C. The District will maintain a Premium Deposit Agreement in the amount of \$300,000 in order to mitigate future insurance premium increases for all employees.

D. Life Insurance

The District will provide at no cost, a District-approved group term life insurance plan of \$25,000 for Teachers working a 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 \$50,000 for Teachers working a 50% or greater contract and who have been covered under the life insurance plan for thirty-seven consecutive months or more.

E. Long-Term Disability Insurance

The District will provide at no cost, District-approved long term disability insurance for teachers working a 60% or greater contract.

F. Additional Provisions

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 adopted 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.

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 24, 1998

Adopted: June 24, 1998

Effective: July 1, 1998

**Physical/Mental Examination****A. Preemployment 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 preemployment 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 requiring such examinations, the District will notify the employee or his/her right to representation at any meetings in which possible physical or mental examination requirements are going to be discussed. 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: November 14, 1988

Adopted: December 12, 1988

**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 Rose Medical Center 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 Rose Medical Center will be brought to the school by someone 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 Executive Director of Human Resources. The Executive Director 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 Executive Director 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 Executive Director 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. Huge, June 13, 1988

## Temporary Leaves of Absence

A. Sick Leave

## 1. General Provisions

- a. 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, mother-in-law, father-in-law, grandparents, grandchild, legal guardian or someone whose relationship with the employee is similar.

For care of a newly born or adopted child, each teacher may use up to five (5) days of sick leave within the first six (6) weeks of such birth or adoption.

- b. Sick leave may be used to extend bereavement leave.
- c. 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.
- d. 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.
- e. 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 #1 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 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 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 40 days shall be at the rate of one-half the employee's highest per diem rate during the last five 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.

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 36 months or years up to three years. In no case shall payments for accumulated sick leave in excess of \$25,000 be made in less than two years.

d. Other Provisions

The teacher shall have the option to direct the district to use part or all of the sick leave compensation from Option A or B to pay medical and/or dental insurance for COBRA or PERA. This provision will pay for part or all of the insurance which takes effect at the time of loss of district insurance coverage.

e. 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.

B. General Leave

Each teacher will be permitted a total of three days (185 to 229 contracted days) or four days (230 or more contracted days) per academic year for the purpose of the following General Leaves (1-8). Necessary travel time to accomplish the purpose of the following general leave (1-8), 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. The district will inform teachers of 18 high use days annually on which the use of general leave is discouraged. These days will generally be the days immediately before and after holidays and all Fridays in the spring. 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 Leave

Leave will be granted to an employee for the funeral 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	Stepchild
Dependent Child	Grandchild	

3. Births

Leave will be granted to the employee who gives birth or to the employee whose wife gives birth.

4. Attendance in Court, Weddings, and Religious Holidays

Leave will be granted for attendance in court, weddings, religious holidays.

5. Emergencies

Leave will be granted for 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 teacher and immediate attention to the emergency by the teacher is required.

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.

C. Attendance at Professional Conferences/Meetings

1. All certificated 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.

D. 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.

E. 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.

F. 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.

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 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 24, 1998

Adopted: June 24, 1998

Effective: July 1, 1998

## General Leave Request and Verification Form

NAME \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

Policy 4151, General Leave: Each teacher will be permitted a total of three days (185 to 229 contracted days) or four days (230 or more contracted days) per academic year for the purpose of the following General Leaves. The total number of days shall be chargeable to any or all of the following situations:

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 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		

3. Births - Employee who gives birth or whose wife gives birth.
4. Attendance in Court, in Weddings, and Religious Holidays
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. Intent must be part of the teacher's approved professional growth plan.

Every effort will be made by the teacher to notify the building principal at least 24 hours in advance of such leave.

I verify that the day I have designated below for use as a General Leave will be used in accordance with the provisions of Policy 4151.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DATE(S) OF GENERAL LEAVE \_\_\_\_\_

DEPARTMENT COORDINATOR AND/OR ADMINISTRATOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SUBSTITUTE REQUESTED \_\_\_\_\_

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



**Sick Leave Bank****A. Introduction**

The purpose of this Sick Leave Bank will be to provide a bank of sick leave days from which a member may draw in case of extended absences due to illness/disability which renders the member incapable of working.

**B. Membership**

1. All employees whose pay is determined by the Teachers' Salary Schedule and nurses will be eligible to join the Sick Leave Bank.
2. Each eligible employee will have the option to join the Sick Leave Bank within the first 30 contracted calendar days of employment or once each year within 30 contracted calendar days of the commencement of that employee's school year.
3. Each member will contribute one day of sick leave upon joining the Sick Leave Bank. The minimum number of days in the Bank will be 300. At the beginning of the school year, should the number of days available have dropped below the minimum, each member will be assessed one additional day of current or accumulated sick leave until the minimum number of days is reached.

The Sick Leave Bank Board will have the authority to assess an additional day(s) during a school year, should it in their judgment be deemed necessary. Inability to contribute will not exempt an individual from being a member for the remainder of that school year.

4. Days contributed or assessed become part of the Bank and no longer count toward the individual member's current or accumulated sick leave.
5. A member may terminate membership by completing a required form provided by the Sick Leave Bank Board; however, the days contributed may not be withdrawn.

**C. Operation/Procedure**

1. Operation and administration of this Bank will be by the Sick Leave Bank Board. This Board will consist of five voting members appointed by the Association and one nonvoting member, the Executive Director of Human Resources or designee. A minimum of three voting members must be present in order to conduct business.
2. Application for use of days must be made by the member to the Sick Leave Bank Board, any time prior to but within 90 calendar days after the member returns to work. Applications submitted at a time outside these limits will not be considered by the Bank Board.

3. The Sick Leave Bank Board will consider only those requests which include all of the following:
  - a. A licensed physician's verification that the illness or disability is total and renders the employee incapable of working.
  - b. Past history of sick leave use.
  - c. Actual or expected date of return to work.
  - d. A completed Long-Term Disability Form.
4. 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).
5. Coincident with approval of days by the Sick Leave Bank Board, the approved number of days will be deducted from the Bank. All days granted from the Bank, but not used, will be restored to the Bank.
6. The term "day" is defined as a full contractual work day. 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.
7. The Board will consider requests for less than full days of disability when:
  - a. the partial days follow a period of full days of total disability, 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 has approved a partial return to work.
8. Days may be granted from the Bank only after the member requesting Leave Bank days has used all his/her accumulated and current sick leave. The first two days of leave after the member has exhausted his/her own sick leave will not be covered by the Bank. At the member's request, the two deduct days at per diem may be spread over two pay periods. Upon acceptance by the LTD carrier, the two deduct days will be reimbursed to the member.
9. When a member becomes eligible to receive benefits from the approved LTD program, he/she will no longer be eligible to receive days from the Bank.
10. No more than 60 days may be granted any member in any single contract year. No more than two deduct days per diem will be assessed any member in any single contract day.

11. A member who uses days from the Bank will not be required to repay such days except as a regular contributing member of the Bank.
12. The Sick Leave Bank Board will publicize twice each year to the teaching staff a summary of all action taken on requests and other information deemed appropriate.
13. 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.
14. Days from the Sick Leave Bank will not be granted for the following:
  - a. District holiday.
  - b. Normal noncontracted days for the member requesting days.
  - c. Days beyond the school year in which the request for days is received.
  - d. Days in which any compensation is available to the member from any other benefit plan.
15. 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. Upon termination, employees on the Teachers' Salary Schedule will be allowed to pay the substitute's salary or up to 30 days if their total leave days have been exhausted and their extended or unbroken absence is due to illness or injury.
16. If the Sick Leave Bank as established in this procedure is terminated, all unused days will not be reimbursed to the members.
17. The Sick Leave Bank will establish its own operating procedures within the above listed guidelines.
18. The above-listed procedures will be reviewed at least once each year.

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

**Sick Leave Bank Application**

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

School Building \_\_\_\_\_

This application to the Sick Leave Bank is governed by Administrative Procedure 4151.2.

I hereby voluntarily enroll in the Sick Leave Bank, and grant permission for one 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 cancel my membership in the Sick Leave Bank at any time by so indicating in writing. I further understand that I waive any right to those days already assessed if I do cancel my membership in the Sick Leave Bank.

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

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

Return this form to the Office of Human Resources.

Approved by Superintendent Richard P. Koeppe, October 13, 1986

## Sick Leave Bank Application 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 and Administrative Procedure 4151.2.
4. Before the Sick Leave Bank Board will consider your request, you must:
  - a. attach an explanation of your sick leave usage to date, and
  - b. attach a completed LTD form.

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: \_\_\_\_\_

\_\_\_\_\_  
Physician's Signature\_\_\_\_\_  
Phone\_\_\_\_\_  
Date

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

**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 work days not held through a revision of teacher calendars.

The Superintendent or designee is responsible for communicating any calendar revisions.

Approved by Superintendent Richard P. Koeppel, September 13, 1982

Accumulated Sick Leave Compensation  
Application

Pursuant to Policy 4151, 2, A, 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 40 to be paid at  $\frac{1}{2}$  the employees highest per diem rate during the last five years of employment.

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

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.

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 \_\_\_\_\_, 19\_\_\_\_\_

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 designed 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 Robert D. Tschirki, October 6, 1993



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

**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 your 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:

\_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(Signature of Applicant)

## Demonstration Of Support/Professional Recommendation

I \_\_\_\_\_, am applying for a Sabbatical Leave of Absence for the 19\_\_\_\_ - 19\_\_\_\_ school year. The Cherry Creek School District Administrative Procedure for Sabbatical Leaves states:

A Sabbatical Leave is an opportunity for a teacher to impact education through activities related to individual professional growth and renewal, service to the school or District, or scholarly activity.

Please complete this form as your demonstration of support for my proposal and my ability to satisfactorily complete it. Directions are given below.

-----  
A professional evaluation of the applicant's Sabbatical Leave Proposal is important to both the individual and the District. Please complete both pages of the form. Any additional comments may be included in a separate typed letter of support.

## RESPONDENT INFORMATION

NAME: \_\_\_\_\_ TITLE/  
POSITION: \_\_\_\_\_

BUSINESS  
PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

---

 Applicant's Name

The Sabbatical Leave Committee will make judgments concerning Sabbatical Leaves based on criteria which include professional recommendations. Please respond to the following. Circle the appropriate number:

5	4	3	2	1	NK
High	Above average	Average	Minimum	Do Not	
support	support	support	support	support	No Knowledge

1. I endorse the Sabbatical Leave proposal.

5	4	3	2	1	NK
---	---	---	---	---	----

2. I endorse the applicant's ability to complete the Sabbatical Leave.

5	4	3	2	1	NK
---	---	---	---	---	----

3. The Sabbatical Leave plan reflects the applicant's Professional Growth Plan.

5	4	3	2	1	NK
---	---	---	---	---	----

4. The timeline of the Sabbatical Leave is adequate and reasonable.

5	4	3	2	1	NK
---	---	---	---	---	----

5. The Sabbatical Leave proposal reflects the goals and objectives identified by the District.

5	4	3	2	1	NK
---	---	---	---	---	----

6. The Sabbatical Leave proposal reflects the priorities identified by the individual building.

5	4	3	2	1	NK
---	---	---	---	---	----

7. The Sabbatical Leave proposal supports the applicant's personal/professional renewal goals.

5	4	3	2	1	NK
---	---	---	---	---	----

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 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 ongoing athletic season or other performance schedules in which the teacher is directly involved.

B. A teacher whose leave exceeds 90 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.

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 program/s.

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.

**2. Extended Health Leave**

A certificate from a licensed and recognized physician will be required of any employee making application for a leave because of ill health.

Any employee who is granted a leave of absence because of ill health, or who has been required to have an examination as a condition before returning to full-time employment must receive a certificate from a licensed and recognized physician which states that the employee has sufficient good health to return to duty.

A teacher who is pregnant may be granted a leave to begin between the commencement of her pregnancy and the date the child is born. A teacher must apply accumulated sick leave for the absence during the time the reason for the absence relates to the health of the teacher.

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 without pay or increments 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 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.

6. 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.

7. 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.

8. 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 provided the maximum amount of E.C. has not been exceeded.

9. 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.

10. 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.

11. 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.

12. 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: December 4, 1989

Adopted: January 8, 1990



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 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.

B. 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 of Education.
5. Neither the recognized Association nor the Board of Education can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions 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.

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

COMPLIANCE WITH THE CERTIFICATED 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

The mission of Cherry Creek School District is: to inspire every student to think, to learn, to achieve, to care. In support of this mission, the Board of Education views personnel 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 is the basis of teacher continued employment. The responsibility for the development of procedures for evaluation of teachers shall rest with the Superintendent of Schools.

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

The 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 all teachers within the school district.

For purposes of this policy, terms are defined as follows:

- Probationary Teacher means 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.
- Teacher means 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.
- The evaluation process is one in which a teacher is observed, provided feedback, and given written evaluation reports designed to improve teaching performance.
- The remediation process extends the evaluation process and is directed improvement for a teacher who has been identified as performing unsatisfactorily in one or more of the six performance areas and whose performance has not sufficiently improved during the evaluation process.

The Board of Education and the Administration reserve the right to take immediate and appropriate disciplinary action against a teacher found to be in violation of statute and/or Board policy.

EVALUATION PLANS

There shall be alternate plans for teacher evaluation for the purpose of recognizing the differences in evaluation for probationary teachers and satisfactorily performing veteran teachers.

## PLAN I - STANDARD

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 and requires teacher observations, feedback and collaborative planning for improvement. The plan focuses on student achievement and the teacher skills that impact the student's attainment of the content and skills which enable the student to reach his/her potential.

## PLAN II - GOAL SETTING

Designed for the non-probationary teacher who has demonstrated satisfactory performance in all teacher performance areas. This plan encourages the professional evaluatee and evaluator to collaboratively develop a unique plan to increase student achievement. The plan includes a personal plan, a self evaluation, a supervisor's summary, and a plan for improvement. Through the process teachers are encouraged to take risks, be flexible, and try new ideas to enhance student achievement through a variety of approaches.

## PLAN III - PEER/OTHER

Designed for the peer evaluation or other unique process. If a non-probationary teacher has been previously evaluated as satisfactory, the teacher, with the agreement of the principal or her/his designee, may choose to use this alternative evaluation process. This alternative evaluation process may include peer collaboration and/or self-evaluation. 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 six areas of this policy are generally addressed in this document. 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 the Plan I - Standard process by January 15 of the evaluation year.

PART ONE - CRITERIA FOR EVALUATION AND REMEDIATION FOR CLASSROOM TEACHING PERSONNEL

The six performance areas for evaluation and remediation of a teacher are listed in Roman numerals below.

The full detail describing the performance areas and listing the standards required to demonstrate satisfactory performance are found in the Summative Teacher Evaluation Form as developed by the Certificated Personnel Performance Evaluation Council. The Council is required by state statute to:

- 1) actively participate with the local Board of Education in developing written standards for evaluation which clearly specify satisfactory performance and the criteria to be used to determine whether the performance of each certificated personnel meets such standards...

- 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)).

The Summative Teacher Evaluation Forms are included at the end of this policy.

Any performance area evaluated as unsatisfactory must be addressed according to the defining standards. The evaluator may add indicators which will further explain competency.

Data sources for evaluation reports may include but are not limited to:

- Direct observation
- Discussions/conferences with teacher
- Participation in committee, staff and staffing meetings
- Review of materials and resources used
- Parent, student, and/or peer feedback
- Student learning outcomes
- 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

I. PERFORMANCE AREA: Knowledge of Content Area(s) and District Curriculum

STANDARDS FOR SATISFACTORY PERFORMANCE:

- Applies knowledge of content and curriculum to increase student achievement
- Demonstrates awareness of recent developments in the area of curriculum
- Monitors and adjusts planning to reflect changes in district curriculum and proficiencies
- Demonstrates effective decision making when prioritizing learning objectives for students
- Units reflect attention to district guidelines and proficiencies
- Presents accurate information within the content area
- Responds to student questions accurately

II. PERFORMANCE AREA: Managing the Learning Environment

STANDARDS FOR SATISFACTORY PERFORMANCE:

- Maintains a classroom atmosphere that is conducive to increased student achievement for all students
- Starts and ends class punctually
- Management strategies produce clear evidence of increasing student achievement
- Applies clear and consistent expectations for student behavior in a non-discriminatory manner



- Reinforces positive student behaviors
- Applies corrective strategies to modify behaviors that are not productive
- Instructional strategies are effective in maintaining optimum use of instructional time
- Classroom routines support student achievement
- Manages classroom resources in a safe and appropriate manner
- Facilitates transitions with minimum of disruption

### III. PERFORMANCE AREA: Instruction

#### STANDARDS FOR SATISFACTORY PERFORMANCE:

- Planning and instructional strategies are conducive to increased student achievement
- Instruction reflects effective planning to meet the needs of students - individuals and groups
- Instruction reflects long-term planning
- Instruction reflects short-term adjustments to meet individual needs
- Clearly defined objectives reflect high, but achievable, goals
- Establishes measurable goals with parents and students
- Organizes content in an understandable sequence
- Timing, pace, and rate are conducive to promoting achievement
- Adjusts/monitors instruction based on student feedback
- Reflects an organized plan for achievement of an objective
- Applies effective questioning strategies
- Uses strategies and techniques that assure all students actively participate
- Provides students with specific and immediate feedback
- Uses strategies that encourage students to think creatively, critically and in a self-reflective manner
- Assesses students' skills and knowledge to plan appropriate instruction

### IV. PERFORMANCE AREA: Assessment

#### STANDARDS FOR SATISFACTORY PERFORMANCE:

- Systematically uses assessment in order to increase student achievement
- Utilizes multiple assessments to plan for and modify instruction
- Routinely integrates assessments into instruction
- Creates and uses performance tasks and scoring rubrics when practical
- Prepares students for standardized tests and utilizes results to improve instruction
- Keeps records of student performance
- Effectively communicates information regarding student achievement to students, parents and other teachers
- Shows evidence of evaluating instruction to determine level of effectiveness
- Helps students understand the criteria used in evaluation
- Encourages students to develop self-assessment skills

V. PERFORMANCE AREA: Student RelationsSTANDARDS FOR SATISFACTORY PERFORMANCE:

- Uses strategies that encourage students to establish positive attitudes about learning
- Treats students fairly and with respect
- Is accessible to students outside the classroom during the workday
- Uses specific strategies to build and maintain rapport with students in both groups and individual settings
- Listens to students
- Communicates clearly with students in one on one situations

VI. PERFORMANCE AREA: Professional and Community Relations and Responsibilities

- Works collaboratively and takes steps to develop positive rapport with parents, staff and community members
- Models professional attitudes and work habits
- Participates in staff development activities
- Contributes positively to the instructional team
- Demonstrates leadership qualities in team and school
- Manages conflict effectively
- Encourages parental involvement
- Communicates effectively with parents
- Invites classroom visitors and volunteers
- Supports the activities of the school community

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

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.

In case of a full-time assignment of this nature, the efficient and effective performance of a job description developed by the principal, approved by the Executive Director of Instruction, and filed in the Office of Human Resources will become the criteria for evaluation. The case of a part-time assignment of this nature, both the classroom teacher criteria above and efficient and effective performance of the job description will become the criteria for evaluation.

When teachers appointed to such positions as dean, department coordinators, and teacher assistants to the principal are delegated evaluation responsibilities, a specific criteria of their evaluation will be their ability to make fair, professional, credible and effective evaluations.

PART TWO - EVALUATION PROCESS

The Office of Human Resources will provide a copy of Policy 4170 to each teacher upon employment each year, on or before October 15 (and before conducting formal observations. Each year the Human Resources Department will provide a list of teachers to be evaluated to the principal of each building. The evaluator will provide copies of Policy 4170 to both probationary teachers and teachers and will meet with those employees, individually or in a group, to review the components of the evaluation policy. Upon the request of either party, an individual meeting will take place to discuss specifics of the evaluation process as it relates to the teacher.

All certificated teachers are subject to being evaluated according to the following procedures.

I. Procedure for the evaluation process

- A. All probationary teachers will be evaluated twice a year by an administrator using Plan I.
- B. All teachers will be evaluated every third year.
- C. The evaluation process may be initiated at any time by the teacher or the principal.
- D. The principal or designee holding a type D certificate must be the official signator for the district of all evaluation plans. This requires the principal or designee to approve the evaluation plan, supervise the process and acknowledge that the contents of the summative evaluation report accurately reflect the teacher's performance.
- E. During the years in which a teacher is not scheduled for evaluation, activities related to professional growth will be jointly developed with the building principal or his/her designee. These activities may include, but are not limited to: informal administrative observation, specific goal setting, peer coaching, peer appraisal and self appraisal. A record of the activities shall be kept in the teacher's building personnel file. Information from peer coaching, peer appraisal and self-appraisal may be included at the teacher's discretion.
- F. At the discretion of the building principal, teachers new to a building or assignment will be evaluated during their first year.
- G. The principal will be responsible for the evaluation process for all certificated teachers.

The principal may delegate the evaluation process to his/her designee. Designees shall be individuals trained in the evaluation process such as assistant principals, department coordinators, deans, or teacher assistants to the principals.

- H. Each evaluation shall consist of a minimum of two formal observations which may be scheduled or unscheduled. Informal observations as well as additional formal observations may occur as appropriate.
- 1) The designation of "formal observation" indicates some type of documentation of teaching performance, an analysis of the documentation, and an interpretation and discussion of the observation with the teacher. The length of a formal observation shall be at least thirty minutes or the duration of a complete lesson.
  - 2) An informal observation may take place as an evaluator walks through a classroom, helps a student, or just "drops in" for a few minutes. Such observations allow an evaluator to validate or question data gathered at other times.
- I. All evaluations, including the remediation process, shall be conducted so as to observe the legal and constitutional rights of the teacher. No evaluation/remediation information shall be gathered by electronic devices without the consent of the teacher.

II. The evaluator will

- A. 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 formal observations;
- B. Complete the formal Cherry Creek teacher evaluation for the probationary teacher by December 15 and May 15;
- C. Complete the formal Cherry Creek teacher evaluation for the teacher ten (10) working days prior to the end of his/her contracted calendar year;
- D. Hold a conference with the teacher within five (5) working days of any formal observation to give feedback to the teacher about the observation;
- E. Identify, following observation, performance areas needing improvement when necessary and give specific recommendation for improvement;
- F. Hold a conference with the teacher to review the evaluation report;
- G. Complete the evaluation report prior to recommending that a teacher be moved from the evaluation process to the remediation process;
- H. Recommend to the principal the transfer of any teacher from the evaluation process to the remediation process. The principal will inform his/her supervisor and the Executive Director of Human Resources of this recommendation.

## III. The teacher will

- A. Read and become knowledgeable of the teacher Performance Evaluation Policy;
- B. Confer with the principal or designee(s) regarding the evaluation process and report; and
- C. Develop and implement strategies to improve performance areas identified during the observation and/or within the evaluation report.

## IV. Evaluation report

- A. The evaluation report is a written narrative summary on each of the performance areas attached to the standard evaluation cover sheet.
- B. The evaluation will contain a jointly developed growth/improvement plan, which shall be specific as to what improvements, if any, are needed in the performance of the certificated personnel and shall clearly set forth recommendations for improvement, including recommendations for additional education and training during the teacher's recertification process;
- C. 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.

## V. Evaluation of teachers assigned to more than one facility

- A. At the beginning of the school year, the appropriate Executive Director of Instruction 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.
- B. The appropriate Executive Director of Instruction will notify the Office of Human Resources as to who the evaluator will be for each teacher assigned to more than one facility.

PART THREE - REMEDIATION PROCESS

## I. Placement of teachers in the remediation process

- A. If a teacher's performance in one or more of the six performance areas 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.

- B. 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.
- C. At the conference, the principal, the teacher and any other appropriate personnel, will
  - 1) Review specific performance concerns identified in the evaluation report; and
  - 2) Formulate a written remediation plan including:
    - a) Objectives for improving the identified performance concerns;
    - b) Identification of resources and assistance available to implement the objectives;
    - c) A timeline for completing the objectives;
    - d) Criteria by which the attainment of the objectives will be measured;
    - e) A minimum of monthly conferences to monitor progress on the remediation plan objectives.
- D. 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.
- E. 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.

#### 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 writing 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.

## TEACHER EVALUATION REPORT

Teacher's Name \_\_\_\_\_ School \_\_\_\_\_

Teaching  
Assignment \_\_\_\_\_

Evaluator's Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Basis of Evaluation:

FORMAL OBSERVATIONSCONFERENCES

(Date)

(Time)

(Date)

(Time)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

OTHER DATA

SOURCES: \_\_\_\_\_

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 \_\_\_\_\_ Date \_\_\_\_\_

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

The evaluation report attached to this cover sheet will include:

1. A narrative by the evaluator on the strengths and weaknesses of the evaluatee on each of the six performance areas specified in this policy:

All Plan I and III evaluation reports will address the six major performance areas. Any performance areas evaluated as unsatisfactory must be addressed according to the defining standards. The evaluator may add indicators which will further explain competency.

Knowledge of Content Area(s) and District Curriculum  
Managing the Learning Environment  
Instruction  
Assessment  
Student Relations  
Professional and Community Relations and Responsibilities

2. A jointly developed growth/improvement plan designed to improve teacher performance consistent with evaluation commentary, including recommendations for additional education and training during the teacher's recertification process.



## 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.

Policy: 4170

Teacher's Name _____	School _____
Teaching Assignment _____	Date _____
Evaluator's Name _____	Title _____
Plan Read By: Teacher _____ (Signature)	Evaluator _____ (Signature)
Other _____ (Signature)	Other _____ (Signature)

OBJECTIVES for improving identified performance areas	RESOURCES and ASSISTANCE available	TIMELINE for completion	MEASURE by which attainment of objectives will be determined
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## 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  
199\_\_ to 199\_\_:

- \_\_\_\_\_ Informal administrative 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

SUNSET PROVISIONS

The terms of this policy will continue in full force and effect until June 30, 1999. 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 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.

CHERRY CREEK SCHOOL DISTRICT  
PLAN I  
Summative Teacher Evaluation Form

Teacher Name:  
Supervisor Name:

Background and assignment

RATING KEY

- 4      COMMENDABLE - ABOVE AREA STANDARDS  
This level applies to a teacher whose performance is clearly above the standards in this area. This person consistently demonstrates teaching behaviors that are a model for other teachers and result in exemplary student achievement.
- 3      SATISFACTORY - MEETS OR EXCEEDS STANDARDS IN THIS AREA  
This level indicates full competence in meeting standards. This person demonstrates teaching skills that result in expected student achievement.
- 2      NEEDS IMPROVEMENT - LACKING PERFORMANCE IN IMPORTANT AREA STANDARDS  
Performance at this level could limit expected student achievement. A plan of action and follow-up review is needed.
- 1      UNSATISFACTORY - MAJOR DEFICITS EXIST IN PERFORMANCE OF AREA STANDARDS  
This level indicates that major deficiencies exist in the performance of area standards and may lead to the development of a remediation plan or to non-renewal.

DIRECTIONS FOR THE NARRATIVE:

The narrative under each area needs to describe the teaching skills and their relationship to the student behaviors and/or achievement.

I. PERFORMANCE AREA: KNOWLEDGE OF CONTENT AREA(S) AND DISTRICT CURRICULUM

\_\_\_\_\_ PERFORMANCE RATING

RATIONALE

Content is a foundation for learning and success. It is an expectation in our community that students receive accurate and current information.

Students in this classroom demonstrate knowledge of grade level content, skills, and proficiencies.

STANDARDS FOR SATISFACTORY PERFORMANCE:

- Applies knowledge of content and curriculum to increase student achievement
- Demonstrates awareness of recent developments in the area of curriculum
- Monitors and adjusts planning to reflect changes in district curriculum and proficiencies
- Demonstrates effective decision making when prioritizing learning objectives for students
- Units reflect attention to district guidelines and proficiencies
- Presents accurate information within the content area
- Responds to student questions accurately

NARRATIVE:

## II. PERFORMANCE AREA: MANAGING THE LEARNING ENVIRONMENT

## \_\_\_\_ PERFORMANCE RATING

## RATIONALE

Students function best in a well-managed learning environment, and a teacher competent in this area will establish an effective classroom by managing time and resources efficiently and by encouraging positive behavior.

Students demonstrate an understanding of classroom expectations.  
Students maintain maximum time on task.

## STANDARDS FOR SATISFACTORY PERFORMANCE:

- Maintains a classroom atmosphere that is conducive to increased student achievement for all students
- Starts and ends class punctually
- Management strategies produce clear evidence of increasing student achievement
- Applies clear and consistent expectations for student behavior in a non-discriminatory manner
- Reinforces positive student behaviors
- Applies corrective strategies to modify behaviors that are not productive
- Instructional strategies are effective in maintaining optimum use of instructional time
- Classroom routines support student achievement
- Manages classroom resources in a safe and appropriate manner
- Facilitates transitions with minimum of disruption

## NARRATIVE:



## III. PERFORMANCE AREA: INSTRUCTION

## \_\_\_\_ PERFORMANCE RATING

## RATIONALE

Effective instruction is the foundation of quality learning experiences for all students. In order to ensure that the education of students is purposeful, careful planning is essential to effective instruction. Teaching students through strategies supported by research helps facilitate the acquisition, retention, and application of information and skill.

All students are progressing toward delineated outcomes including those who do not learn in the same manner as the majority of students.

## STANDARDS FOR SATISFACTORY PERFORMANCE:

- Planning and instructional strategies area conducive to increased student achievement
- Instruction reflects effective planning to meet the needs of students - individuals and groups
- Instruction reflects long-term planning
- Instruction reflects short-term adjustments to meet individual needs
- Clearly defined objectives reflect high, but achievable, goals
- Establishes measurable goals with parents and students
- Organizes content in an understandable sequence
- Timing, pace, and rate are conducive to promoting achievement
- Adjusts/monitors instruction based on student feedback
- Reflects an organized plan for achievement of an objective
- Applies effective questioning strategies
- Uses strategies and techniques that assure all students actively participate
- Provides students with specific and immediate feedback
- Uses strategies that encourage students to think creatively, critically and in a self-reflective manner
- Assesses students' skills and knowledge to plan appropriate instruction

## NARRATIVE:

## IV. PERFORMANCE AREA: ASSESSMENT

## \_\_\_\_ PERFORMANCE RATING

## RATIONALE

Assessment is critical to the instructional cycle. It allows the teacher to monitor student progress toward designated instructional objectives and communicates to both students and parents about student achievement.

Students demonstrate an understanding of the performance levels expected of them relative to their progress. Students accurately self-assess their progress toward expected levels of performance.

## STANDARDS FOR SATISFACTORY PERFORMANCE:

- Systematically uses assessment in order to increase student achievement
- Utilizes multiple assessments to plan for and modify instruction
- Routinely integrates assessments into instruction
- Creates and uses performance tasks and scoring rubrics when practical
- Prepares students for standardized tests and utilizes results to improve instruction
- Keeps records of student performance
- Effectively communicates information regarding student achievement to students, parents and other Teachers
- Shows evidence of evaluating instruction to determine level of effectiveness
- Helps students understand the criteria used in evaluation
- Encourages students to develop self-assessment skills

## NARRATIVE:

V. PERFORMANCE AREA: STUDENT RELATIONS

\_\_\_\_\_ PERFORMANCE RATING

RATIONALE

The teacher's relationship with the student is a critical component of effective instruction. Research indicates that both the student's self-esteem and achievement are related to the relationship with the teacher. Students demonstrate positive rapport with the teacher.

STANDARDS FOR SATISFACTORY PERFORMANCE:

- Uses strategies that encourage students to establish positive attitudes about learning
- Treats students fairly and with respect
- Is accessible to students outside the classroom during the workday
- Uses specific strategies to build and maintain rapport with students in both groups and individual settings
- Listens to students
- Communicates clearly with students in one on one situations

NARRATIVE:

## VI. PERFORMANCE AREA: PROFESSIONAL AND COMMUNITY RELATIONS AND RESPONSIBILITIES

\_\_\_\_ PERFORMANCE RATING

## RATIONALE

Effective schools are characterized by productive learning environments. An open and collaborative relationship with parents and the community contributes to student success as well. The degree to which a teacher collaborates with peers, supports organizational procedures, and grows professionally helps create a positive school climate.

## STANDARDS FOR SATISFACTORY PERFORMANCE:

- Works collaboratively and takes steps to develop positive rapport with parents, staff and community members
- Models professional attitudes and work habits
- Participates in staff development activities
- Contributes positively to the instructional team
- Demonstrates leadership qualities in team and school
- Manages conflict effectively
- Encourages parental involvement
- Communicates effectively with parents
- Invites classroom visitors and volunteers
- Supports the activities of the school community

## NARRATIVE:

TEACHING PERSONNEL

Policy: 4170

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 AREAS

- 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 AREAS

- I. Standard cover sheet required
- II. Report format and evaluation process shall be jointly developed by the evaluator(s) and evaluatee.

Revised: June 24, 1998  
Adopted: June 24, 1998  
Effective: July 1, 1998



**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 nonrenewal of contract, the teacher shall be notified, in writing, of nonrenewal on or before June 1 of the academic year during which said teacher is employed.

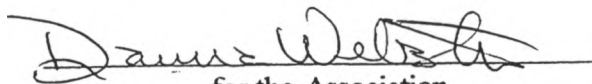
Revised: May 2, 1994

Adopted: May 9, 1994

## Memorandum of Understanding

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 verbal violence.
2. In order to meet the goal of having safe schools for education employees and students and protecting the integrity of the learning environment, there must be policies and procedures that address the various aspects of school safety.
3. The District and the Association will jointly develop materials and assemble a training cadre to assist teachers in conferencing with parents and in addressing parents' concerns.
4. Representatives of the school staff and parent community will develop written guidelines to be included in parent/student/staff handbooks between educators and parents which delineates protocol for students, parents, and teachers to follow when communicating. These guidelines should include appropriate steps for parents and students to follow when there are complaints or concerns regarding the child's educational experiences at school.
5. 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.
6. 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 should not be required to meet with parents during class time. If parents attempt to address concerns regarding their child with a teacher while class is in session, the teacher may direct the parent to either call to set up an appointment or to contact an administrator.
7. When concerns are shared in a hostile manner through the use of abusive language, insults, threats, or loud discourse, the teacher is not obliged to continue.
8. 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.
9. Staff members who believe they have been the subject of intimidation, or who have witnessed intimidation, will report the incident immediately to the principal or designee. The results of the 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).

  
for the Association

  
for the District

**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, and
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 an individuals would have for participating in a given decision-making process.

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

- A. 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)
- B. All of the above issues need to be addressed prior to June 30, 1999. Each site will determine which of the above topics/issue(s) will be addressed in the 1997-98 and 1998-99 school years.

### 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, 1999, and may be continued by mutual agreement of the parties.

Lynda Neff  
for Association

Joseph D. Atkins  
for the District

Date 9/2/97

**Memorandum of Agreement  
Cherry Creek Teacher Assistance 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 processes 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 negotiations teams recommending language to replace the existing Policy 4152 by June 30, 1999.

Joseph D. Alamo  
for the District

Lynda Neff  
for the Association

Date 9/2/97

