DEFENDING EDUCATION
EMPOWER. EXPOSE. ENGAGE.

United States Department of Education

Office for Civil Rights
Administrative Complaint

October 26, 2026

United States Office of Civil Rights
Office for Civil Rights
Lyndon Baines Johnson Department of Education Building
400 Maryland Avenue, SW
Washington, DC 20202-1100
Email: OCR@ed.gov

VIA EMAIL

To Whom It May Concern:

Defending Education brings this federal civil rights complaint against Cherry Creek Schools (CCS) in Colorado, a district which encompasses 66 schools and enrolls more than 52,000 students,[1] under the U.S. Department of Education's Office for Civil Rights discrimination complaint resolution procedures. CCS is discriminating based on race in programs or activities that receive federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*, and the Equal Protection Clause of the 14th Amendment to the U.S. Constitution.

Defending Education is a nationwide, nonpartisan membership organization comprised of parents, students, and other concerned citizens. It brings this complaint as an interested third-party organization that opposes racial discrimination and political indoctrination in America's schools. CCS's 2026-2027 Negotiated Agreement includes an "Educators of Color Declaration" that states the district and teachers' union commit to "ensuring the District's professional workforce represents and reflects the rich racial and ethnic diversity of its students and their families." The Negotiated Agreement specifies that the district will make a concerted effort to recruit, retain, and promote educators who fit the

[1] *About Us: Facts and Figures*, Cherry Creek Schools (archived Oct. 16, 2026), perma.cc/67HB-MWUJ.

district's preferred racial backgrounds. In short, CCS appears to be making employment decisions based on race.

The Fourteenth Amendment and Title VI Prohibit Schools From Discriminating Based on Race.

Section 1 of the 14th Amendment to the U.S. Constitution asserts: "No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."[2]

As the Supreme Court explained in 2003 and affirmed in 2023, when an institution covered by Title VI violates the Equal Protection Clause of the Fourteenth Amendment, the institution's conduct also violates Title VI.[3] Title VI prohibits racial discrimination in "any program or activity receiving Federal financial assistance."[4] The statute defines "program or activity" and "program" to mean "all of the operations of . . . a department, agency, special purpose district, or other instrumentality of a State or of a local government . . . any part of which is extended Federal financial assistance."[5]

Covered schools must implement their policies, and administer their classes, in a "color-blind" manner.[6] Prohibited discrimination includes "separate treatment in any matter."[7] This includes restricting "in any way … the enjoyment of any advantage or privilege enjoyed by others" and using "criteria or methods of administration which have the effect of subjecting individuals to discrimination."[8]

Cherry Creek Public Schools' Collective Bargaining Agreement Discriminates Between Applicants Based on Race.

On June 12, 2023, CCS approved[9] Policy 4109, an "Educators of Color Declaration."[10] The policy, which is currently in force in the district, states that the district and the union "share a commitment to ensuring the District's professional workforce represents and reflects the rich racial and ethnic diversity of its students and their families." The policy adds that both the district and union "commit to the intentional recruitment of highly qualified educators of

---

[2] U.S. Const. Amend. XIV.

[3] *See Students for Fair Admissions v. Harvard*, 600 U.S. 181, 198 n.2 (2023) (citing *Gratz v. Bollinger*, 539 U. S. 244, 276 n. 23 (2003)).

[4] 42 U.S.C. § 2000d.

[5] *Id.* § 2000d-4a(1)(A); *see also FAQ: Race, Color, and National Origin Discrimination*, U.S. Dep't of Education (accessed Oct.16, 2026), tinyurl.com/3x5v6dd3.

[6] *SFFA*, 600 U.S. at 198 n.2, 230.

[7] 34 C.F.R. §100.3(b).

[8] *Id.*

[9] *See Regular Board of Education Meeting, June 12, 2023*, Cherry Creek Schools (accessed Oct. 16, 2026), tinyurl.com/bdem2xnb.

[10] *See* Ex. A at 33 (also available at perma.cc/UD8A-3WYY).

color" and will "make a significant and concerted effort to retain educators of color currently employed by the district and facilitate their advancement within the District and the Association's leadership." What's more, policy 4109 dictates that all negotiations be "ground[ed]…in diversity, equity, and inclusion."[11]

Elsewhere, CCS claims to comply with anti-discrimination principles.[12] In other words, CCS seems to want to have its cake and eat it, too. But it cannot claim fealty to civil rights law while at the same time enacting policies that give hiring, firing, and promotion preferences to teachers based on their race—and give corresponding *disadvantages* to other candidates based on *their* race.[13] A generic clause that "merely restates already-existing" anti-discrimination rules "cannot substantively operate to save" the district's "otherwise invalid" and race-discriminatory policy.[14] Despite its contradictions, CCS is using exactly the kind of racial "[q]uotas" the Supreme Court has long condemned.[15] The Constitution, the Court has explained, does not tolerate "racial balance[ing],"[16] and certainly does not require tinkering with teacher demographics until they "reflect the racial composition of the school system as a whole."[17]

Cherry Creek Schools' policies likely violate Title VI and the Equal Protection Clause.

The Department of Education has a duty to investigate complaints of "possible" discrimination "on the ground of race, color, or national origin" in violation of Title VI and the Equal Protection Clause.[18] Prohibited discrimination includes "separate treatment in any matter," restricting "in any way … the enjoyment of any advantage or privilege enjoyed by others," and using "criteria or methods of administration which have the effect of subjecting individuals to discrimination."[19] And, of course, it includes racial preferences in employment.[20] In short, any action or policy that is not "colorblind" violates the law,[21] and a discriminatory policy is a continuing violation while it remains in effect.[22]

---

[11] *Id.*

[12] *See* Ex. A at 34 ("Equal Employment Opportunity and Affirmative Action, *Policy 4001*"), 35-36 ("Equal Employment Opportunity and Affirmative Action, *Policy 4001*").

[13] *See SFFA*, 600 U.S. at 218-220 (explaining that in "zero-sum" situations like employment, the use of race as a factor in decision-making necessarily punishes those who do not check the right racial boxes).

[14] *UFCW Loc. 99 v. Bennett*, 934 F. Supp. 2d 1167, 1206-07 (D. Ariz. 2013).

[15] *Swann v. Charlotte-Mecklenburg BOE*, 402 U.S. 1, 22 (1971).

[16] *Id.* at 23-24.

[17] *Swann*, 402 U.S. at 24.

[18] 34 C.F.R. §§100.3, 100.7; *see* 42 U.S.C. §2000d; U.S. Const. amend. XIV.

[19] 34 C.F.R. §100.3(b).

[20] *Id.* §100.3(c).

[21] *SFFA*, 600 U.S. at 198 n.2, 230.

[22] *See, e.g.*, *Sewell v. Monroe City Sch. Bd.*, 974 F.3d 577, 583-84 (5th Cir. 2020); *Doe v. Mercy Cath. Med. Ctr.*, 850 F.3d 545, 566 (3d Cir. 2017); *Sharpe v. Cureton*, 319 F.3d 259, 268 (6th Cir. 2003).

Based on the racial recruitment, retention, and promotion policies embedded in the terms of the Negotiated Agreement, CCS has adopted, implemented, and enforced a racially discriminatory program, and it maintains this program to this day. That is incompatible with the "color-blind" mandate of Title VI and the Equal Protection Clause.[23]

For these reasons, Defending Education respectfully asks OCR to open a civil rights investigation into CCS for potential violations of Title VI of the Civil Rights Act of 1964 and of the Fourteenth Amendment's Equal Protection Clause.

Sincerely,

Sarah Parshall Perry
Vice President
Defending Education
(Encls. Ex. A).

[23] *SFFA,* 600 U.S. at 198 n.2, 230.

Dedicated to Excellence
Cherry Creek Schools

DEFENDING EDUCATION

Teachers

2026-2027 SY

Negotiated Agreement

Table of Contents

Association Information **5**
Communications/Transparency in Negotiations, *Memorandum of Understanding* 5
Negotiated Teacher Rights, *Policy 4134* 6
Individual Records, *Policy 4113* 13
Negotiated Policy, *Policy 4135* 13
Negotiations Process, *Memorandum of Understanding* 21
Teacher Grievance Procedures, *Policy 4136* 23
21st Century Partnership, *Policy 4137* 29
Collaboration and Conflict Resolution to Prevent Workplace Conflict and/or Bullying, *Policy 4138* 30
Educators of Color Declaration, *Policy 4109* 33
Employment Information **34**
Elementary Specials, Memorandum of Understanding 34
Equal Employment Opportunity and Affirmative Action, *Policy 4001* 34
Responsibilities for Licensed and Classified Personnel, *Policy 4001.1* 35
Definition of Licensed Personnel, *Policy 4008* 35
Employment, *Policy 4015* 35
Recruitment, Selection and Filling Vacancies, *Policy 4110* 35
Educator Wellbeing Task Force, Memorandum of Understanding 36
Term of Employment, Policy 4111 37
Guaranteed Contract Percentage 37
Renewal of Contracts of Probationary Teachers, *Policy 4173* 38
Acceptance to a Different Position/Transfer/Displacement/Exchange, *Policy 4115* 38
Teacher Displacement, *Policy 4115.2* 41
Teacher Work Year, Teaching Hours and Teaching Schedule, *Policy 4116* 44
Duty-Free Lunch 45
Adverse weather conditions: Delayed Starts 45
Teacher Planning Time 46
Additional School Functions 48
Scheduling of After-School Meetings, *Policy 4116.1* 48
School Closure, *Policy 4116.2* 48
Elementary Planning Time, *Policy 4116.3* 48
Cherry Creek Elevation Online, *Policy 4116.4* 50

DEFENDING EDUCATION

Professional Learning Communities, *Memorandum of Understanding* 50
Special Education Workload, Memorandum of Understanding 52
Teacher's Role, *Policy 4117* 53
Resignation/Retirement, *Policy 4119* 54
Retirement/Service Bonus and Accumulated Leave Payout 54
Retirement/Service Bonus Payment Schedule 56
Evaluation Process, *Policy 4170* 58
I. Evaluation Process for Non-teaching Licensed Personnel 64
II. Procedure for Probationary Teachers 64
III. Procedure for Non-Probationary Teachers 65
IV. Process for Addressing Evaluation Concerns 66
REMEDIATION PROCESS 67
Year One Professional Practice Rating Appeal and Grievance, *Policy 4170.1* 68
Artificial Intelligence in Evaluation, *Memorandum of Understanding* 73
R.A.i.S.E Mentoring and Coaching, *Policy 4180* 74
Compensation and Benefit Information 75
2026-2027 Teachers and SSPs Salary, Benefits, and Other Compensation, Memorandum of Understanding 75
2026-2027 Teacher Salary Schedule 76
Salary, Policy 4141 77
Compensation for Teachers at Maximum 83
1. Student Achievement Incentive Plan (SAIP) 83
2. Special Professional Growth Plan or the "105% plan" 86
3. Professional Growth Pathways 86
Longevity Schedule 87
Career & Technical Education Teachers, *Policy 4141.4* 88
Professional Growth, *Policy 4130* 90
Horizontal Advancement 90
Supplementary Pay, *Policy 4142* 94
Insurance, *Policy 4044* 101
Workers' Compensation, *Policy 4012* 104
Leaves of Absence, *Policy 4151* 104
Types of Approved Leave 107
Extended Leaves 109
Sick Leave Bank, *Policy 4151.2* 112

DEFENDING EDUCATION

General Information **116**
Employee - Board of Education Relationships, *Policy 4002* 116
Publication of Articles, *Policy 4003* 116
Political Activities, *Policy 4006* 116
Organizational Membership, *Policy 4013* 116
Athletic Attendance, *Policy 4043* 116
Attendance of Children of Employees, *Policy 4143* 116
Physical and Mental Examinations and Alcohol and Controlled Substance Testing, *Policy 4047* 120
Communicable or Life-Threatening Diseases, *Policy 4047.2* 122
Drug-Free Workplace, *Policy 4048* 124
Physical/Mental Examination, *Policy 4147* 125
Physical/Mental Examinations - Drug/Alcohol Screening, *Policy 4147.1* 126

DEFENDING EDUCATION

Association Information

Communications/Transparency in Negotiations, *Memorandum of Understanding*

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

Therefore, the parties agree to this Memorandum to further clarify information in Policies 4135 and 4875 regarding communications about negotiations. Specifically, the parties agree that transparency in communications is a shared value. To advance that value, the Association acknowledges the right of the District to communicate information it deems important to any employee, including CCEA bargaining unit members. This recognition extends to the District sending communications on issues of interest during the time that negotiations are taking place.

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

Nothing in this Memorandum of Understanding or Policies 4135 and 4875 should be construed to prevent the parties from engaging in an effort to communicate jointly to CCEA's bargaining unit members. The parties commit to exploring the possibility of joint communication but will not be precluded from separate communications.

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

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

Educational Task Forces, *Policy 4161*

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

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 (10) 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

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 teachers' annual contract year.

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

Negotiated Teacher Rights, *Policy 4134*

A. Use of School Buildings by Staff During Non-school Hours
Staff members are permitted to work in school buildings during off-duty hours, however, arrangements for that work will be made with the building administrator. It is the staff member's responsibility to maintain security of the building when personnel normally charged with that responsibility are not present.
B. Just Cause
No teacher shall be discharged, reprimanded, disciplined, suspended, reduced in compensation, transferred, adversely evaluated or terminated without just cause and due process. This provision does not apply to the non-renewal of probationary teachers.
C. Administrative Leave

DEFENDING EDUCATION

If a teacher is placed on administrative leave with pay, the teacher is expected to follow the guidelines as outlined in the "Paid Administrative Leave of Absence" document. Failure to do so could result in being placed on administrative leave without pay once the District has attempted contact with the teacher and/or the Association.

D. Evaluation of Students

The teacher has the right and responsibility to evaluate student performance in accordance with the individual schools' policy. Evaluation systems will be utilized which are non-discriminatory, fair and consistent. If an evaluation or grade is brought into review, an administrator will consult with the teacher who made the evaluation or issued the final grade. If the review results in a change, the administrator will provide written notification to the teacher in a timely manner.

E. Official Personnel Files

1. District Personnel File

The District will maintain an official District personnel file/record in the Office of Human Resources for each teacher. Anytime these types of personnel files/records are accessed for a purpose which may negatively affect the teacher, the teacher will be notified of the identity of the person accessing the file and the purpose for that access within three (3) workdays unless the teacher would have already been aware of such access.

2. Building File

Building level files/records for individual teachers include information that a building administrator gathers on an ongoing basis that might be used in conferring with teachers or as part of evaluation documentation. These files/records will be purged at the end of a school year except for any information referenced in the summative evaluation. If so retained, this information will be kept in the District file and a copy will be provided to the teacher.

3. Access to Files

a. Upon request and at an agreeable time, any teacher or any individuals authorized by the teacher will have the right to review the contents of their building file/record and/or the official District personnel file/record.
b. The Chief Human Resources Officer will allow access to a teacher's official District personnel file/record only in the following instances:
   i. Personnel of the Office of Human Resources are conducting routine duties associated with their job responsibilities;
   ii. or Designees of the Chief Human Resources Officer are conducting business of the District in accordance with their job responsibilities.
c. When the District receives a court order to open and/or deliver/transmit any electronic information held or in the possession of the District related to the teacher's personnel file/record and/or disciplinary file/record the District must notify the teacher within three (3) workdays unless such notification is prohibited by law.

4. Copies of Documents in Files

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

5. Anonymous Materials in Files

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

6. Right to Respond to Documents in Files

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

DEFENDING EDUCATION

7. Required Signature on Evaluation Documents

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

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

F. Criticism of Teachers

1. Process for Addressing Criticism

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

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

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

iii. When reasonably necessary, the building administrator may not follow the above process. For example, to comply with the law, to respond to requests from law enforcement, to comply with a court order, or when no specific individual is attributed to the criticism or concern.

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

b. In addition to the above, the teacher will be given written notice of, and have the right to respond to, any material or information which is critical or negative in any nature concerning the teacher, and to be advised of the source of any such information, before such material or information may be used in any formal process involving matters such as reprimand, discipline, suspension, reduction in compensation, transfer, evaluation or termination.

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

2. Process for Submitting Documents of Criticism into Files

a. Any materials of a critical or derogatory nature that affects a teacher's standing in the District shall be contained in the employee's official District personnel file/record. Documentation of such materials shall not become part of a teacher's official District personnel file/record unless the following conditions are met:

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

b. If the supervising administrator intends to place any document(s) in the teacher's personnel file that is critical, derogatory in nature or may adversely affect the

DEFENDING EDUCATION

teacher's employment status, the administrator shall hold an in-person meeting, unless mutually agreed to be held on a virtual platform, with the teacher and present him/her with at least one (1) copy of the document signed by the supervising administrator. The supervising administrator shall keep an additional signed original copy of the document for use, if needed

i. The teacher will sign the document within seven (7) workdays and return one copy of it with her/his signature to the supervising administrator.
ii. The teacher's signature will acknowledge having received the document but will not indicate agreement with the content of the disciplinary document(s).
iii. The teacher will retain an original of the signed document(s).

c. If after seven (7) workdays the teacher has not returned a signed copy of the disciplinary document, the supervising administrator will:
   i. make a notation (date and signature) on the supervising administrator's signed copy of the disciplinary document that the teacher failed to sign the disciplinary document, communicate to the teacher that the disciplinary document will be placed in the official District file/record
d. Only a document, which has a signature from the supervising administrator and otherwise meets the requirements of (E,2) may be placed in the official District file/record.
e. No anonymous materials shall be placed into the teacher's District personnel file/record.

3. <u>Process for Teachers to Submit a Written Response to Documents in a File</u>
   a. The teacher shall have the right to attach a written response to any document filed in her/his official District personnel file/record.
   b. The teacher shall have forty (40) working days to submit a written response. The forty (40) working days to respond shall commence at the time of an in-person meeting with the supervising administrator when the disciplinary documents were presented to the teacher as referenced above. The teacher will sign the response.
   c. The Chief Human Resources Officer, or designee, must provide signed documentation of receipt of the teacher's response within five (5) working days either by email, District mail and/or U.S. Mail, whichever method(s) will provide the most expeditious communication.
   d. The teacher's written response, if any, shall be attached to the document to which it pertains.
4. <u>Process for Addressing Documents of Criticism in a Building Personnel file/record</u>
   The teacher shall have the right to attach a written response to any document(s) or material(s) filed in her/his building personnel file/record. The building supervisor/administrator shall follow guidelines similar to those described in the immediately preceding sections except that the building supervisor/administrator shall assume all responsibilities identified for the Chief Human Resources Officer.
5. <u>Process for Addressing Documents of Criticism in a Building Personnel File/Record</u>
   a. Upon written request to the principal, in the case of a building file/record, or to the Chief Human Resources Officer in the case of the disciplinary sub-file of the teacher's official District personnel file/record, consideration will be given to removing a notation, which reflects adversely upon the teacher from the file/record. Commencing at a time not less than sixty (60) working days after being notified that a document is being placed in a file, the teacher may provide a written request for the removal from the file/record of notation, which reflects adversely upon that teacher.

DEFENDING EDUCATION

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

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

6. In-person meeting with community members

It is the responsibility of a teacher to meet with students and/or their parents regarding a question or criticism of their 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.

G. Professional Communications

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

H. Required Meetings or Hearings

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

I. 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 their 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

DEFENDING EDUCATION

thirty percent of its certificated staffing allocation for other than certified teaching personnel.

J. Notification of Garnishment of Wages and Child Support Reporting

1. When the District is served with notification of garnishment action against a teacher, the District will, upon receipt, inform the teacher in writing of its legal obligation to garnishee the wage.
2. Upon the hiring of any employee the District will forward, in a timely manner, information required by federal and state child support laws to the appropriate federal or state agency.

K. Electronic Devices

1. Any information gathered by electronic devices shall be communicated to the teacher in a timely manner.
2. The provisions of section "B" above also apply to the use of information obtained through electronic devices.
3. Additionally, no information to be used in a teacher's evaluation report shall be gathered by electronic devices without the written consent of the teacher.
4. The District will comply with all state and federal laws.

L. Payment for Damages to Personal Property

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

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

M. Space for Personal Property

The District will provide a suitable space for reasonable personal effects, such as purses or briefcases in or reasonable near to each employee's office, classroom, or workspace, that may be locked or secured to inhibit theft by students, visitors or vendors. In the event an employee brings a larger personal item for use at work, specific security arrangements should be made with

DEFENDING EDUCATION

the building administrator if there is not adequate secure space in or near the employee's work area.

N. District and Other Equipment and Technology

1. When employees are issued or entrusted with District "electronic communication devices" (ECDs) which include but not limited to: cell/smart phones, walkie-talkies, and any other telecommunications devices that emit, receive or store digital information, displays a message (e.g. computers, , iPads or other tablet devices, etc.), and electronic entertainment devices like electronic games . The District agrees to not hold employees responsible for lost or damaged equipment and/or ECDs when the employee's actions have been prudent.
2. When an employee, in reasonably carrying out building, worksite or District policy or procedure utilizes or takes control of student ECDs as defined in the section (M)(1) above, the District will not hold the employee responsible for loss of or damage to the student's ECDs when the employee's actions in the matter have been prudent and consistent with policy or procedure.

O. Protection and Safety

1. The District and the Association agree that schools need to be orderly, peaceful environments where high quality education can take place without the fear of physical and/or verbal violence.
2. In order to meet the goal of having safe schools for employees and students while protecting the integrity of the learning environment, there must be policies and procedures that address the various aspects of school safety.
3. It is not the intent of this policy to discourage individuals or groups from providing teachers with feedback, either positive or negative, regarding parents' or their children's concerns about the quality of instruction, classroom atmosphere, discipline, or interpersonal communication, or other relevant issues.
4. The integrity of the instructional process should be paramount in the school system. In order to maintain that integrity, conferences, meetings, discussions of concerns, etc. should be scheduled outside of the scheduled instructional day. Teachers will not be required to meet with parents during instructional time. If parents attempt to address concerns regarding their child with a teacher while class is in session, the teacher will direct the parent to call to set up an appointment or to contact the principal.
5. When concerns are shared in a hostile manner by parents, guardians, or students through the use of abusive language, insults, threats, unwanted conduct, or loud discourse, the teacher is not obliged to continue.
6. Harassment/intimidation exists if an individual or group:
   i. Directs personal insults (whether transmitted in writing, orally, or by electronic means) that are likely to incite an immediate adverse response from the person(s) being addressed.
   ii. Threatens the employee with physical harm or actually harms a person.
   iii. Damages, defaces or destroys private property of any person.
   iv. Commits an act of harassment or intimidation (as defined by statute).
   v. Places a person in position of feeling at risk of emotional or psychological harm.

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

DEFENDING EDUCATION

P. Additional Provisions

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

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

Revised: April 25, 2024
Adopted: June 15, 2015
Effective: August 1, 2024

Individual Records, *Policy 4113*

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

The minimum record on file in the Office of Human Resources will include an accurate record of professional training and experience, including a transcript of college and/or university credits. Each teacher will be responsible for supplying the Office of Human Resources with all other information necessary to keep records current, including: official transcripts of credits and license renewals. Each teacher will also be responsible for maintaining copies of all documentation, including but not limited to: records used for Horizontal Advancement, Professional Growth Pathways, etc.

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

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

Negotiated Policy, *Policy 4135*

1. Definitions

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

1. Classroom teacher
2. Subject matter coordinator

DEFENDING EDUCATION

3. Deans, Athletics and/or Activities Directors
4. Librarian
5. Special education
6. Special assignment

B. The term "Administration" as defined in policy will mean a collective body of persons who manage, administer or direct the total educational enterprise of District in whole or any part thereof. Administration will include all persons who hold an administrative license or an equivalent thereof and who are appointed by the Office of the Superintendent, who are paid in accordance with board policy for administrators, to assume full time one or more of the following responsibilities:
   1. Supervise, appraise and evaluate licensed and/or classified personnel,
   2. Allocate and expend certain designated school funds,
   3. Provide consultative services to licensed and/or classified personnel,
   4. Provide services to licensed, classified or support personnel primarily aimed toward improving instruction, or the delivery of other student support services.
   5. Supervise the maintenance and operation of the plant or facility or unit to which assigned,
   6. Direct, supervise, and evaluate assignments projects, programs or operations designated by the Office of the Superintendent (i.e., special projects, Federal/State projects). The above should not be interpreted to mean that members of the administration may also assume teaching, and/or SSP responsibilities except on a temporary, substituting basis.

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

D. The term "Association" as used in policy will mean the Cherry Creek Education Association, Incorporated.

E. The term "District" as used in policy will mean Cherry Creek School District No. 5, in the County of Arapahoe and State of Colorado.

F. The term "Superintendent" as used in policy will mean the Chief Executive Officer of the Cherry Creek School District No. 5 or designee.

G. The term "School Calendar Year" as used in policy will mean the period of time as specified in Policy 4116.

H. The term "Board Representatives" as used in policy will mean the members of the District Negotiations Team (DNT) appointed to represent the Board of Education in negotiations with the Association.

I. The term "Association Representatives" as used in policy will mean the members of the Professional Negotiations Team (PNT) selected by the Association.

J. The term "Negotiating Unit" as used in policy will mean all employees paid on the Teacher Salary Schedule.

K. The term "Mediator" as used in policy will mean a person qualified by training and/or experience to assist in the resolution of a disagreement.

L. The term "Fact Finder" as used in policy will mean a person who makes a factual study of the issues in dispute and issues a report setting forth findings on the facts underlying issues in dispute and making recommendations for resolution of the disagreement.

M. The term "T.R.A.C." will mean The Rights Activity Committee of the Association.

N. The term "Per Diem" will mean the daily rate of pay as consistent with the teacher's contract as specified in Policy 4141.

2. <u>Recognition</u>

A. The Board of Education recognizes the "Association" as the sole and exclusive representative of the negotiating unit for the purpose of negotiations between the District and the Negotiating Unit with

DEFENDING EDUCATION

regard to wages, benefits, hours, processing of grievances, and all other terms and conditions of employment. Nothing herein should be interpreted to preclude both parties from agreeing to any other subjects for negotiations.

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

C. Election Procedures

1. Any group representing teachers wishing to replace the Association as negotiating agent for teachers or one or more teachers seeking to end the formal designation of an exclusive representative will present to the Board a petition requesting a representation election. The petition must carry the signatures of at least 35% of the members of the negotiating unit.
2. The petitioning group must secure agreement on election dates, procedures, and supervising agency with the Board and the Association. In the event an agreement is not reached within twenty (20) days the matters unresolved, will be referred to the American Arbitration Association for a resolution. Two-thirds of the cost of the election, which is necessary to insure validity, is to be paid by the petitioning group and one-third by the Association.
3. Petitions to determine a change in the negotiating agent may be filed with the Board only between May 1 and May 15 of the year in which the negotiated salary package expires. Such elections will be conducted by a firm of auditors, mutually agreeable to all parties to the election, or the American Arbitration Association. A majority of those members voting in said elections shall constitute a majority for the purposes of determining representative recognition.
   a) Ballot/Election Procedures
      i. Only the petitioning party(-ies) and the Cherry Creek Education Association, Incorporated will be on the ballot.
      ii. If a petitioning party receives a majority (50% plus one) of the votes cast, they will be granted exclusive representative status, if applicable, for the bargaining unit.
      iii. In the event there are two or more petitioning parties and if no party receives a majority as described above, a run-off election will occur between the two choices that received the highest number of votes.
   b) Ballot/Election certification
      i. Once the results of the election have been certified by the entity conducting the elections, the question as to which party, if any, is the sole and exclusive representative of the negotiating unit shall be final.
   c) Exclusive Representation
      i. If a petitioning party does not win the representation election the Cherry Creek Education Association, Incorporated shall be retained as the sole and exclusive representative of the negotiating unit.
      ii. If through the election process above, the Cherry Creek Education Association, Incorporated, is not retained as the sole and exclusive representative of the negotiating unit, the Negotiated Agreement for Teachers, shall terminate as of the date recognition is lost.
   d) Elections may be held, subject to the above conditions, only once during the course of a twelve (12) month period.

3. <u>Association Rights</u>

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

1. The use of school bulletin boards.
2. The use of inter-school mail service.

DEFENDING EDUCATION

3. The Association will have the right to use school equipment, including: computers, photocopy machines, audio-visual equipment and other paper or document processing equipment at reasonable times when such equipment is not otherwise in use. The Association will also have the right to use desktop or other computer equipment and peripherals such as printers and scanners in a similar fashion provided that all such use shall be subject to and consistent with any District policy governing the use of electronic equipment by staff. Arrangements for the removal of any equipment from the building must be made in advance. The Association will pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. Arrangements to use school facilities will be made with the administrator in charge.
4. The Association through its officers and representatives will have the right to communicate with staff in the bargaining units it represents via e-mail or like electronic means provided that any such communication will comply with and be subject to any District policy concerning the use of e-mail systems or the like or for communication via the internet or intranet.
5. Opportunity to participate with the building faculties and District-wide staff in meetings provided appropriate advance arrangements can be made with the person in charge of the meeting.
6. The right of having dates for the Association to have meetings and other important events published in District publications, provided the District's deadlines are met.
7. The right to have meetings at the close of a school day.
8. The Association will be the only teacher organization to process grievances on behalf of teachers under Policy 4136.

B. Information

1. The District and the Association agree to furnish to each other information in response to specific requests or concerns including but not limited to:
   a) Proposed budgets, enrollment, and staffing data.
   b) District-assigned specialists.
   c) Annual financial reports and audits.
   d) Agenda and minutes of Board meetings.
   e) Census data as available.
   f) Group teacher health insurance premiums and experience figures.
   g) And such other information that will assist the informed and constructive creation and management of programs on behalf of the teachers and their students.
   h) Information which may be necessary for the Association to process any grievance or complaint.
2. In addition, the District will provide the Association, on a regular basis, with any documents that are not already made available via the district website, such as Board Policies; Administrative Procedures; Board agendas, minutes, and proceedings of meetings, except those held in executive session.
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 via the District website a copy of the policies and procedures for which teachers 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 licensed person assigned to that office or building. A copy of the personnel policies and procedures which are unique to teachers and affect teacher load or compensation will be given to each

DEFENDING EDUCATION

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) The District will provide the CCEA with a mutually-agreed upon number of printed copies of the Teacher and SSP agreements.

C. Whenever any representative of the Association is required to participate during working hours in negotiations, grievance proceedings, conferences or meetings, that representative will suffer no loss of pay.

D. Orientation programs for new teachers may be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning for such programs. To the extent prohibited by law, the Board will not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor will the Association be expected to assume the cost of speakers, consultants and services normally considered an appropriate professional in-service training activity of a Board. Duties and responsibilities of teachers involving student supervision outside of regular class work will be clearly explained as a part of the regular orientation program

E. Association President

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

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

G. Association Leaves

1. President - Upon request of the Association, the President of the Association may be released from teaching duties up to full time, and the Association will pay monthly seventy-five percent of the appropriate portion of the salary and benefits including PERA, paid on behalf of the President. Specific arrangements for the release time will be mutually agreed upon by the president and building principal involved, with the District responsible for paying the cost of the classroom replacement. It is understood that there will only be one President for the Cherry Creek Education Association, Incorporated.
2. The Association shall be granted association leave each school year for its identified members to attend workshops, conferences, and other activities of the Association and its state and national affiliates. The Association shall approve such requests. For such days, the Association will pay the actual substitute teacher cost (e.g., at the regular substitute rate, the “super sub” rate, or the retired CCSD teacher rate) including PERA and Medicare, and the District will pay the per diem cost of the individual taking the leave.
3. Association leave will be exclusive of time necessary for teachers to testify at grievance hearings under Policy 4136 except as stipulated in Policy 4136, Section (D) (5).
4. Exceptions may be made upon mutual agreement.

H. Political Activities

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

DEFENDING EDUCATION

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 must notify the Association by August 31 of the following contract year to withdraw their request for payroll deductions.
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, if any, who dropped their membership that month.
4. In administering the District's payroll deduction system, the District will not make any additional expenditure of public funds or resources in order to collect or transmit contributions for any local political action committee above and beyond the expenditures made to collect and transmit the dues for the Association.

4. Initiating Negotiations

A. Upon written request by the Association to the Board, or by the Board to the Association, after September 1 and no later than November 1, the Board and the Association will arrange for negotiation as provided for herein.

B. The Board will, upon the request of the Association, negotiate with the recognized Association in matters related to additions, deletions, and/or changes in Board policy as defined below. Nothing in this policy will be construed to preclude the Board from conferring with any employee or employee organization on a policy matter. Either party may present to the other a written request to negotiate on matters related to additions, deletions, and/or changes to Board policies dealing with teachers' salaries, wages, benefits, and other terms and conditions of employment. Either party may seek review of the question of application of the proposals as they pertain to salaries, wages, benefits and other terms and conditions of employment utilizing the Mediation section, the Conducting Mediation Section and the Fact-Finding Section of this policy.

C. A written response will be made by the party in receipt of the request within eight (8) working days of the receipt of such request. This written response will indicate a time, date, and place for commencing negotiations.

D. All negotiating sessions will be conducted at a time and place mutually agreeable to the negotiators named by each party, provided, however, the first meeting will be held within 15 days of the original written request unless other arrangements are mutually acceptable.

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

Not withstanding the restrictions set forth above, in the event of a change in Colorado or Federal statute or regulation that invalidates part or all of an existing policy or procedure negotiated pursuant to this policy, or as a result of the change, the District plans to implement action(s) that will change or affect salaries, wages, benefits or other terms and conditions of employment of bargaining unit members during the term of this negotiated policy, either the District or the Association may give notice to the other of reopening negotiations regarding the affected salaries, wages, benefits or other terms and conditions of employment of bargaining unit employees. Such a notice must be given in a reasonable time prior to the effective date of the change in legislation or regulation or district action. Additionally, the District will provide the Association with at least two (2) weeks notification of

DEFENDING EDUCATION

planned action to implement a change to comply with the statute or regulation. If either party gives notice of such a reopening the other party will participate in negotiations regarding such change. Any such negotiations will be governed by and carried out in accordance with the procedures set forth in this policy.

5. Nature of Negotiations
   A. The Board through its representatives and the Association through its representatives agree to negotiate in good faith endeavoring to reach agreement on matters open for negotiation consistent with the definitions included in the Initiating Negotiations Section above.
   B. During negotiations, the Board and/or its representatives and the Association representatives will present related data, exchange points of view and proposals and counter-proposals. The respective teams will endeavor to reflect the positions of the Board and the Association.
   C. If negotiations are scheduled during the school day, release time will be provided by the Board. The cost of substitutes will be paid by the Association. If impasse is declared and sessions are held during the school day, the cost of substitutes will be shared equally by the Association and the District.
   D. The composition of each team will be established at the first session. Every effort will be made to keep the composition of each team the same. However, circumstances may arise which necessitate a change in the team composition. That team will make every effort to notify the other team prior to the next meeting.
6. Adopting Recommendations
   A. Any agreement reached through negotiations will be put into written form and will be indicated as the recommendation of the Board representatives and the Association representatives for the approval of both parties. Such recommendation will carry the signatures of the spokesperson of each negotiating team.
   B. The recommendation becomes policy when approved by the Association and adopted by the Board.
   C. The Board cannot adopt any item of agreement which is contrary to the laws of the State of Colorado.
   D. The parties recognize that the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of a reduction in the District's overall revenue that may lead to the District's inability to fund the agreed to salary and benefits, the Board may move to reopen negotiations on financial matters (e.g.: salary, benefits and work year) in order to achieve a balanced budget.
   E. The Association will pay for the printing of policies necessary for and prior to the ratification vote.
7. Mediation
   A. If, during negotiations, as described, persistent disagreement is encountered, an impasse may be declared by either party at a negotiating session. Should impasse be in effect, the Board in its budget-building process will provide adequate funding for all proposals for which tentative agreement has been obtained, and consideration will be given for proposals still under negotiation.
   B. If negotiations have reached an impasse, the issues in dispute will be submitted to a Mediator for the purpose of inducing both parties to make a voluntary agreement. A concerted attempt will be made to find a Mediator acceptable to both parties. If such a person cannot be found, a request will be made by either party to the American Arbitration Association for the names of five qualified Mediators to be submitted to the Board Representatives and Association Representatives. The Mediator will be selected by the parties alternately striking a name from the list of names until one Mediator's name remains. The initial striking of a name will be done by the party who has not requested mediation. A Mediator will be selected, contracted, and retained within twenty (20) days of the formal declaration of impasse unless both parties agree otherwise.

DEFENDING EDUCATION

8. Conducting Mediation
   A. The format, dates, and times of meetings will be arranged by the Mediator, and such meetings will be closed to the press. Releases to the media will be made jointly.
   B. The Mediator will meet with the Board Representatives and the Association Representatives either separately or together.
   C. To the extent that tentative agreements are reached as a result of such mediation, the procedure provided in the Adopting Recommendations Section will apply. If mediation fails in whole or in part, the Mediator will report the issues that remain in dispute to the respective parties.
   D. The cost for services of the Mediator, including per diem expenses, if any, and necessary and actual travel expenses will be shared equally by the District and the Association.
9. Fact Finding
   A. If the mediation described above has failed to bring about agreements on any of the issues submitted for mediation, only the issues which remain in dispute will be submitted to a Fact Finder.
   B. In the event that the negotiating parties are unable to agree on a Fact Finder, the Fact Finder will be selected in the same manner as provided in the Mediation Section.
   C. The Fact Finder will have the authority to hold hearings and make procedural rules.
   D. The format, dates and times of meetings will be arranged by the Fact Finder. All meetings by the Fact Finder will be closed to the press. Releases to the media will be made jointly.

   E. Within fifteen (15) days after the conclusion of such hearings by the Fact Finder, the Fact Finder will submit a report in writing to the Board Representative and the Association Representative only. Said report will set forth his findings of fact, reasoning, and recommendations on the issues submitted. The report will be advisory only and binding on neither the Board Representative nor the Association Representative.
   F. Within (10) ten days after receiving the report of the Fact Finder, the Board Representative and Association Representative will meet to discuss the findings of the Fact Finder. This meeting is a continuation of the negotiations process. This meeting is closed to the press. News releases made after fact finding and prior to this meeting will be made jointly.
   G. The respective parties will take official action on the report of the Fact Finder no later than ten (10) days after the meeting or meetings described above.
   H. To the extent that tentative agreement is reached on the issues in dispute as a result of such fact finding, the procedures described and provided for under Adopting Recommendations will apply.
   I. The cost for the services of the Fact Finding will be shared equally by the District and the Association.
   J. Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made and a copy of any transcript will be provided to the Fact Finder. The party requesting a stenographic record will pay the costs thereof, except that if the other party requests a copy of any transcript, it will share the entire cost of making the stenographic record.
10. Additional Provisions
   A. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
   B. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
   C. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
   D. Any additions, deletions or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board. Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round

DEFENDING EDUCATION

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

E. Notwithstanding anything contained in this policy to the contrary, nothing herein shall be construed to allow or permit the expenditure of school district funds or the use of personnel during contracted time or in kind contributions or donations to support or oppose any political candidate or ballot issue nor to urge voters to support, oppose, or vote in favor of or against any candidate or ballot issue in violation of the provisions of the Colorado Campaign Reform Act, or any state or federal statute or constitutional law or provision.

Revised: February 15, 2012
Adopted: August 13, 2012
Effective: July 1, 2012

Negotiations Process, *Memorandum of Understanding*

The purpose of collective bargaining between the District and the Association has historically been to negotiate the terms and conditions of employment for all teachers and SSP employees. Our successful collective bargaining has relied on: providing a voice for all impacted educators through the Association's representation, recognizing the District's duty to engage with the Association when issues arise, and ensuring both parties are willing to understand issues and work in good faith to resolve them.

While bargaining has focused on traditional terms and conditions such as compensation, benefits, paid leave, work schedules, and grievance procedures, the negotiations process between the District and the Association has also become a proxy for discussing and resolving a multitude of concerns from both parties that may or may not be included in this agreement. As a result, both parties agree to continue the following process within the 2026-2027 negotiations:

1. Identifying topics of concern
    a. Any and all topics of concern that arise within the system may come to negotiations.
    b. The negotiations leads for each team shall meet jointly to determine the topics of concern for discussion, to prioritize when the topics are discussed in negotiations, and to develop an agenda for each scheduled negotiations session.
    c. Teams are responsible for presenting the initial story of the topic of concern and should include: why/how the topic of concern has come forward, what problem is being solved, and whether/how the topic of concern applies to the current agreement.
2. Determining types of topics of concern and resolution pathway
    a. After the initial story of the topic of concern is presented, the negotiations teams will collaboratively determine the type of topic of concern.
        i. Global Concerns—these issues are usually complex, multi-faceted, multi-year problems that reach across the system
        ii. Negotiated Issues—these issues are typically related to existing policy in the agreement but require more data and broader perspectives to understand fully
        iii. Discrete Issues—these issues are also related to existing policy in the agreement but are simple and narrow in focus and often easily understood by the teams
        iv. Simplistic Updates—these changes require minor updates to existing policy in the agreement and can be easily implemented

v. Financial Changes—this tentative agreement pertains to changes in salary, other compensation, and benefits to be discussed and determined each year in conjunction with the negotiations teams, the Insurance Committee, and the District Chief Financial Officer

b. Once the teams have determined the type of topic of concern, the teams will assign the topic to one of the following pathways for resolution:
   i. Negotiated Resolution Pathway
      1. Negotiated Issues will follow a full or partial, facilitated Interests-Based Bargaining process and may require a sub-committee comprised of equal membership from both negotiations teams to resolve.
      2. Discrete Issues will be brought forward to the negotiations teams for approval and tentative agreement. If a mutually-agreed upon resolution of an issue is implemented prior to Board of Education approval and ratification by Association members, the implemented change(s) will be considered a trial pending final approval and ratification.
      3. Simplistic Updates will be referred to the negotiations leads responsible for language clean-up before final review by the negotiations teams.
      4. Financial Changes will be discussed with the Chief Financial Officer or his/her designee before a final settlement agreement is reached by the negotiations teams.
   ii. Alternate Resolution Pathway
      1. Global Concerns will be referred to a task force to define and determine the following: facets of the concern, department(s)/leader(s) affecting the concern, educators impacted by the concern, timeline for analysis of the concern, potential non-negotiated solutions, and/or recommendations for negotiated options.
         a. A Negotiations Task Force must primarily include members of the negotiations teams.
         b. A Joint Task Force must include educators selected by the Association, will include leaders and/or administrators selected by the District, and may include representatives from the negotiations teams.
      2. Any topics of concern assigned to an Alternate Resolution Pathway shall be reported on at a subsequent negotiations session, as determined by the negotiations leads, to follow up on the initial topic raised.

c. As topics of concern work through the various processes, any member of the negotiations teams may request a review of the teams' collaborative determination of the type or the pathway, which may result in changes to either or both.

3. Reviewing the process and its effectiveness
   a. Both negotiations teams are committed to making this process work. If changes should be made, both parties agree to revisit and potentially revise this Memorandum of Understanding.
   b. If both parties cannot agree on the purpose, effectiveness, or revision of this Memorandum of Understanding, the process of negotiations will revert to past practice.

4. Nothing in this Memorandum of Understanding supersedes, contradicts, or changes Negotiated Policy, *Policy 4135*.

Revised: April 30, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

DEFENDING EDUCATION

Teacher Grievance Procedures, *Policy 4136*

A. Definitions
   1. A "grievant" will mean a party who has standing to initiate a grievance and meets one of the following criteria:
      a. A teacher or their representative on their behalf, or
      b. a group of teachers acting collectively, or their representative acting on their behalf, or
      c. the Association acting on behalf of a group of bargaining unit members.
   2. The term "grievance":
      a. Will mean a written complaint that there has been a violation or inequitable application of any of the provisions of policies or administrative procedures, or
      b. will mean a written complaint that a teacher has been treated inequitably by reason of any act or condition, which is contrary to established Board policy or practice governing or affecting teachers, and
      c. will refer only to matters in which the Board has authority to act.
   3. In this policy, "Days" refers to regularly-scheduled contract days for all parties involved so that all persons needed for the matter are available.

B. Purpose
   1. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible management level, equitable solutions to the problems, which arise from time-to-time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
   2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with Board policy.

C. Timelines for Filing Grievances
   1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended or reduced by mutual agreement. Every attempt will be made to resolve grievances before the end of the grievant's contract year.
   2. The maximum time allowed to file a grievance shall be thirty (30) days from the date the grievant knew or reasonably should have known of the grievable act or omission.

D. Procedures
   1. Representation: Throughout Levels One and Two of the grievance procedures listed below the grievant may at any time:
      a. Represent themselves, or
      b. request that the Association's Representative attend any meetings with them to provide advice or to speak on their behalf, or
      c. request the Association represent their, or
      d. request their own designated representative or counsel to accompany their or act on their behalf.
   2. Informal Conference: Prior to the filing of a grievance, in an effort to resolve the issue(s), the grievant shall make reasonable attempts to initiate / discuss or an attempt to initiate / discuss the issue(s) informally with the grievant's Principal or Supervisor.
      a. If an informal conference is held after the deadline for filing (see C(2) above), the teacher may file the grievance within seven (7) days after the informal conference.

DEFENDING EDUCATION

b. The grievant has the right to file a grievance within the deadline even if an informal conference has not been held.
c. The Solutions-Based Leadership process as outlined in Policy 4138 will serve as the preferred method for an informal conference

3. Level One: If not resolved through the informal conference, the grievant may file the grievance in writing with the Principal or Supervisor using "Grievance Form A" (4136.1). The written grievance will state the nature of the grievance, the provision(s) of the agreement or any policy concerning terms and conditions of employment allegedly violated, and the relief requested.
   a. The time limit for a Principal or Supervisor to process a grievance at Level One and provide the grievant and their representative a written response using "Grievance Form B" (4136.2) will be seven (7) days. The seven-day period will begin when the Principal or Supervisor receives the written grievance submitted by the grievant.
4. Level Two: If the grievant is not satisfied with the written response at Level One, or a written response has not been received within the time limit specified herein, the grievant may file a written appeal to the District Administrator responsible for handling grievances. This appeal must be received within seven (7) days following receipt of the written response rendered by the Principal or Supervisor, or in the absence of such written response, within seven (7) days of the expiration date of the time period specified for such written response.
   a. The District Administrator responsible for handling grievances, ("Level Two Administrator"), will represent the Superintendent at Level Two of the grievance procedure.
   b. Within forty-eight (48) hours, or two days, whichever is longer, of its receipt, the District will provide the CCEA President with copies of any grievances filed at Level Two (including the Level One Form A and the Form B response to it unless such response was not given) unless the Association is already the grievant's representative or a party to the Level Two grievance. The District will notify the CCEA of the date and time for the Level Two hearing, and the CCEA will be allowed to have a representative present at the proceedings.
   c. No additional grievance items may be added to the Level Two grievance that were not addressed in the Level One grievance. In the event additional information for a grievance(s) becomes known in preparation for the Level Two hearing, a new grievance(s) will need to be initiated at Level One to address those additional items. The original grievance shall not determine the timeliness of the subsequent grievance(s) under Policy 4136.C.2.
   d. The Level Two Hearing will take place at a mutually agreeable time within seven (7) days after the receipt of the written appeal from the grievant or at a later mutually agreed upon time.
   e. At the initial meeting of Level Two, the Level Two Administrator will hold a hearing at which both the grievant, with or without a representative(s) chosen by the grievant, and the appropriate administrator(s) are present.
   f. After the Level Two hearing, the Level Two Administrator may investigate and consult with the grievant and/or the appropriate administrator(s) in an effort to resolve the grievance.
   g. Within ten (10) days after the hearing, the Level Two Administrator will provide a written document on the proposed resolution of the grievance to all parties of interest, including CCEA, setting forth the decision and its rationale.
5. Level Three: If the grievant does not accept the Level Two Administrator's resolution at Level Two, or a written response has not been received within the time limit specified, the Association may choose to submit the grievance directly to the Board for a hearing on the grievance or choose to submit the grievance to Arbitration.
   a. To initiate Level Three proceedings, the Association will notify the Superintendent, or designee, in writing within ten (10) days of receiving the Level Two Administrator's decision.

DEFENDING EDUCATION

b. The names of three approved Hearing Examiners will be listed in alphabetical order. The name at the top of the list will be the Examiner used for the Level Three Hearing. If the person at the top of the list cannot serve, the second will be contacted and so on. Once a Hearing Examiner has served, that name will be placed at the bottom of the list. This person will be called upon again only if the first two cannot serve, or when that name moves upward on the list. The cost of the hearing will be shared equally by the Board and the CCEA.
c. The Hearing Examiner will have the authority to hold hearings, collect written and verbal testimony and make procedural rules. If the Hearing Examiner is unable to provide a neutral and cost-free site for hearings, the District and the Association will mutually agree upon using a District or CCEA property. The Hearing Examiner will have no authority to amend, modify, ignore, add to or subtract from the provisions of Board Policy. The Hearing Examiner will also be without power to issue an award inconsistent with the laws of the State of Colorado.
d. All hearings will be closed to persons not specifically involved in the grievance. The Hearing Examiner's written report will be mailed simultaneously to the Board and the grievant within twenty (20) days of the conclusion of the hearing, and will set forth finding of fact, reasoning, conclusions, opinions and recommendations on the issues submitted. The report will be advisory only and be binding on neither the Board nor the grievant and/or representative.
e. No party shall be permitted to assert any ground in the arbitration proceedings if such ground was not disclosed to the other parties before the completion of the Level Two Hearing. Neither shall any party be permitted to assert any evidence that was not known or should have been known but not disclosed prior to the completion of the Level Two Hearing. If any new evidence will be used at Level Three, such evidence shall be exchanged by the parties at least fifteen (15) days prior to the arbitration hearing, unless a mutually agreed upon extension.
f. After conclusion of the hearing of the grievance by the Board, or after receiving the report of the Hearing Examiner, the Board will take action on the resolution of the grievance in a timely fashion at a regularly-scheduled Board meeting.

E. Miscellaneous Provisions

1. No reprisals will be taken against any person involved in any way in the grievance procedure by reason of such participation.
2. A class-action grievance may be filed by:
   a. An aggrieved group of teachers from different buildings or the Association acting on their behalf, or
   b. if a grievance affects a group of bargaining unit members, the Association may submit such a grievance, and
   c. a class-action grievance must be filed in writing by a group of bargaining unit members or by the Association leadership on behalf of a group of bargaining unit members within thirty (30) days following the act or condition that is the basis of the grievance and the grievance shall begin at Level Two. The procedures of this policy, as outlined in Level Two, and Three shall be followed for class-action grievances.
3. All written and printed matter dealing with the processing of a grievance will be filed separately from any other personnel file(s)/record(s) of the participants.
4. At all steps of the process, the District and the grievant will make available to one another all information permitted by law which is in their possession or control, and which is relevant to the issues raised by the grievance upon request. Such information will be provided no later than two (2) days after a request for the information has been made and not later than two (2) days prior to any hearing provided the request is made at least four (4) days prior to the hearing.
5. When necessary at Level Two and Level Three for the grievant to attend a meeting or a hearing called by the Board, the Administration, or the Hearing Examiner, the Principal(s) of such teacher(s)

DEFENDING EDUCATION

will be notified, and they will be released without loss of pay for such time as attendance is required. If substitute teachers are needed, the cost will be shared equally by the grievant and the Board. Association leave will be charged where applicable for the Association's Representative, serving as the grievant's representative, or at Level Three as the Association's Representative.

6. Failure at any level of this procedure to appeal a decision in writing within the specified or mutually agreed upon time limits will indicate the forfeiture of the right of the grievant to proceed further in the grievance procedure, and the grievance will be considered settled, based upon the decision as stated in the previous step of the procedure.
7. The District and the Association will select a mutually-acceptable list of three (3) permanent Hearing Examiners. This list of individuals will be reviewed and updated annually.
8. Any provision of this policy may be modified if the parties mutually agree to do so. Such agreement(s) should be in writing.
9. This procedure will not abrogate the rights and responsibilities of the Board under the provisions of the Teacher Employment, Compensation, and Dismissal Act of the State of Colorado or other applicable laws.

F. Additional Provisions

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

Revised: April 14, 2022
Adopted: June 13, 2022
Effective: July 1, 2022

DEFENDING EDUCATION

GRIEVANCE FORM A, Procedure 4136.1

Filed at Level I_____II_____ GRIEVANT_____
POSITION OF GRIEVANT_____SCHOOL/SITE_____ SUPERVISOR _____
DATE GRIEVANCE OCCURRED _____ DATE GRIEVANCE FILED_____

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

_____
_____
_____
_____
_____
_____

RELIEF REQUESTED:

_____
_____
_____
_____
_____
_____

_____
SIGNATURE OF GRIEVANT DATE

_____
SIGNATURE OF GRIEVANT'S REPRESENTATIVE DATE

cc: Grievant Human Resources CCEA Supervisor

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

DEFENDING EDUCATION

GRIEVANCE FORM B, Procedure 4136.2

RESPONSE OF SUPERVISOR

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

WHAT ARE THE FACTS AND THE ISSUES OF THE GRIEVANCE?

_____
_____
_____
_____
_____
_____
_____

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

_____
_____
_____
_____
_____
_____
_____

DEFENDING EDUCATION

_____
___SIGNATURE OF SUPERVISOR DATE

cc: Grievant Human Resources CCEA Supervisor

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

21st Century Partnership, *Policy 4137*

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

B. A waiver, which may be initiated by any staff member, must be submitted to the 21st Century Partnership Committee in writing as outlined below:
   1. All waiver requests will be reviewed, approved and jointly submitted by a building principal and Association Representative (AR) to the 21st Century Partnership Committee – Attn: CCEA and CCSD at Educational Service Center. A copy should be sent to both CCEA and CCSD.
   2. A statement must be submitted specifically explaining the policy provisions for which the waiver is being requested such as, but not limited to, program implementation, after school tutorials, after school PLCs, etc.
   3. A written rationale for the waiver must explain why it is necessary and how it is linked to increasing student achievement and serving the whole child.
   4. The proposal must include a timeline for implementation and evaluation.
   5. The completed proposal must be available for review to all affected parties for at least 10 working days prior to an anonymous voting process.
   6. Evidence of support for the requested waiver must have 100% of the impacted employees in agreement.
   7. Applicants must re-submit the proposal annually to be evaluated by the committee.
   8. No multi-year proposals will be accepted..
   9. All approved proposals will be made available to district employees..

C. 21st Century Waivers shall not be utilized for the following:
   1. Salary
   2. Benefits
   3. Status – probationary and non-probationary
   4. New policy language within its first year of implementation

D. The 21st Century Partnership Committee will consist of the following:
   1. Three (3) members from the CCEA Leadership Team,
   2. Three (3) members from the District which would include:
      Two representatives from Human Resources
   3. One from Educational Operations directly responsible for overseeing the school or department

E. Approval of any proposal must have 100% support of the 21st Century Partnership Committee. The 21st Century Partnership Committee will meet as needed and decisions will be made by consensus and are final with no recourse for appeal. Decisions will be communicated no later than 15 working days.

F. <u>Additional Provisions</u>
   1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
   2. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
   3. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.

DEFENDING EDUCATION

4. Any additions, deletions or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption of the Board.
5. Neither the recognized Association nor the Board can refuse to negotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teachers' annual contract year.

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

Collaboration and Conflict Resolution to Prevent Workplace Conflict and/or Bullying, *Policy 4138*

1. Policy Summary
   A. The Cherry Creek School District is committed to working collaboratively among stakeholders to encourage and support a school and workplace climate conducive to teaching and learning while ensuring that all CCSD employees have a safe workplace, one where all employees are equally accountable for creating and maintaining a safe culture. The District considers workplace bullying to be unacceptable and shall not be tolerated. Differences of opinion, interpersonal conflicts, and occasional problems in working relations are an inevitable part of working life and do not necessarily constitute workplace bullying.
   B. The prevention of workplace bullying, as well as the prevention of retaliation against individuals who report acts of workplace bullying, requires a system-wide effort involving prevention, intervention, reporting, investigation and resolution.
   C. As problems arise, good morale is maintained when sincere efforts of all persons involved are made to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this policy is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise, affecting the welfare or working and learning conditions of educators and their students.
   D. The District and the Association agree to support and participate in Solutions-Based Leadership as a process for resolving workplace conflicts and/or preventing bullying. Building administrators and ARs will also commit to participating in Solutions-Based Leadership by meeting regularly with the goal of effectively addressing building concerns as they arise and cultivate an ongoing collaborative relationship. Cooperation is imperative throughout this process.
2. Policy Statement
   A. Prohibited Conduct
   Bullying behavior is often persistent and part of a pattern, but it can also occur as a single event. This is defined as conduct that is unwelcome, repeated, deliberate, hurtful, threatening, humiliating, intimidating, or acts of sabotage. These behaviors, whether verbal, physical or otherwise, interfere with work and may create a hostile, offensive and/or toxic workplace. These behaviors are typically conducted by one or more employees against another employee or other employees. Workplace bullying often involves an abuse or misuse of power and authority.

   Examples of workplace bullying may include but are not limited to the following:
   1. Conduct that a reasonable person would find hostile, offensive, and unrelated to the employer's legitimate business interest;
   2. Spreading misinformation or malicious rumors;

3. Behavior or language that frightens, humiliates, belittles, or degrades, including criticism or feedback that is delivered with yelling, screaming, threats, insults, angry outbursts, excessive profanity or name calling;
4. Excessive monitoring or micro-managing;
5. Making repeated inappropriate comments about a person's appearance, lifestyle, family, or culture;
6. Regularly teasing or making someone the brunt of pranks or practical jokes;
7. Interfering with a person's personal property or work equipment;
8. Circulating inappropriate or embarrassing photos or videos via email or social media;
9. Unwarranted physical contact;
10. Purposefully excluding, isolating, or marginalizing a person from normal work activities;
11. Being held to a different standard than the rest of an employee's work group;
12. Work overload, unrealistic expectations and or meaningless tasks; and/or
13. Encouragement of others to turn against the targeted employee.

B. Workplace Bullying vs. Supervision

It is important to distinguish between workplace bullying behavior and appropriate workplace supervision by administration. Reasonable administrative actions include, but are not limited to, the following:

1. Providing performance evaluations;
2. Providing constructive feedback;
3. Scheduling ongoing meetings to address performance issues, including Directed Improvement Plans;
4. Setting performance goals, standards and deadlines;
5. Implementing organizational changes;
6. Counseling and/or disciplining an employee for misconduct; and/or
7. Investigating alleged misconduct.

Nothing in this language limits the District's responsibility and authority to evaluate employees and to make hiring, non-renewal, and termination decisions in accordance with applicable law and CCSD School Board Policy.

C. Periodic and Ongoing Professional Development

1. The District, in partnership with CCEA, will develop and implement procedures for periodic and ongoing professional development on workplace conflict and/or bullying prevention through the Solutions-Based Leadership process. This professional development is designed to increase understanding and awareness of the prevalence, causes, and consequences of workplace conflict and/or bullying. The overarching goal of this professional development is to solve issues at the building level.
2. The District in collaboration with CCEA, will ensure that professional development on workplace conflict resolution and/or bullying prevention is provided annually to all principals and building association representatives. This training will be provided at the beginning of each school year.

3. <u>Process for Reporting Workplace Conflict and/or Bullying</u>

A. Reporting an allegation

1. The first step will be to utilize the Solutions-Based Leadership process at the building level. The employee will provide information of the bullying / conflict to the building principal and,

if appropriate, a staff representative such as a building AR. All parties will work collaboratively, in a good faith effort, to resolve the issue in a timely manner.

2. Employees making reports of workplace bullying will discuss with all involved parties the possible options for resolving violations of this policy.
3. In the event a resolution to the conflict cannot be reached at the building level, the issue will be escalated to the Office of Employee Relations and, if appropriate, Association leadership (e.g. CCEA President and/or their assigned representative) who will work to jointly reach a solution. The solution obtained at this level is final.
4. The District will not respond to reports of bullying brought anonymously or by third parties not directly involved in the complaint.
5. In accordance with Human Resources Policy, retaliation is prohibited.

4. Policy Definitions
   A. The term "teacher" or "SSP employee" may be substituted herein for the term "employee" as the context requires.
   B. The term "administration" and/or "administrator(s)" as used in policy will mean a collective body of persons who manage, administer, or direct the total educational enterprise of the District in whole or any part thereof. (e.g. principal, assistant principal, and/or any member of the District's Leadership Team).
   C. The term "employee(s)" as used in this policy shall be anyone employed by the Cherry Creek School District.
   D. A Teacher on Special Assignment or "TOSA," Coordinator of Student Achievement or "COSA" or any other non-administrator positions such as (PASS, deans, athletic directors, department heads, school counselors, instructional coaches, talent/gifted coordinators, evaluators, etc.) used in this policy are teachers who serve in quasi-administrative roles.

5. 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 agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
   4. Any additions, deletions or revisions to this policy will be distributed to those affected and will be in effect after ratification by the Association Membership and adoption of the Board.
   5. Neither the recognized Association nor the Board can refuse to negotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135 if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teachers' annual contract year.

Created: April 14, 2022
Adopted: June 13, 2022
Effective: July 1, 2022

DEFENDING EDUCATION

Educators of Color Declaration, *Policy 4109*

The District and the Association share a commitment to ensuring the District's professional workforce represents and reflects the rich racial and ethnic diversity of its students and their families. Both parties recognize the student demographics of Cherry Creek Schools are not represented in the employee groups recognized by this Negotiated Agreement. Both parties also acknowledge the imperative to place highly qualified Teachers and Special Service Professionals in vacant positions.

In this respect, the District and the Association commit to the intentional recruitment of highly qualified educators of color. Additionally, the District and the Association will make a significant and concerted effort to retain educators of color currently employed by the district and facilitate their advancement within the District and the Association's leadership.

To fulfill these goals, all policies in this agreement shall reflect Cherry Creek School District core values by grounding the work of negotiations in diversity, equity, and inclusion.

Proposed: November 22, 2022
Adopted: June 12, 2023
Effective: August 1, 2023

DEFENDING EDUCATION

Employment Information

Elementary Specials, Memorandum of Understanding

A joint negotiations sub-committee convened in fall 2025 to examine the issue regarding elementary specials teachers and to determine any recommended changes.

Both parties agree to implement the following when scheduling and/or staffing elementary specials teachers for the 2026-2027 school year:

1. Elementary schools will schedule passing periods between specials classes for the purpose of transition.
2. If an elementary specials teacher is required to work less than 1.0 FTE, the affected teacher(s), the principal, appropriate Executive Director, Association officer(s), and, if necessary, additional experts (i.e. Human Resources, Director of Electives, etc.) will coordinate to determine an appropriate, reduced schedule that prioritizes teacher(s) to teach fewer full-time days (i.e. a .80 FTE teacher would teach four days a week), or to teach five days a week at a reduced daily schedule that provides equitable planning time based on their FTE.
3. If a school building or an elementary specials teacher and/or team of teachers cannot feasibly accommodate the above requirements and/or it increases FTE for the building, the principal and affected teacher(s) will submit a request to Human Resources, Educational Operations, and the Association for resolution in the form of a 21st Century Partnership agreement.

In addition, both parties agree to create an Elementary Specials ad hoc committee to study the ramifications of implementing the parameters above and to explore further long-term changes such as, but not limited to, the following:

1. Clarity of current "teacher planning time" language, especially as it applies to teachers at the elementary level and less-than-full-time specials teachers.
2. Possibility of sharing and/or combining staffing among schools to create more full-time positions for elementary specials teachers.
3. A shared, decision-making model where the District and the Association determine the feasibility of the District and/or feeder area designating elementary specials staffing to create more equitable access to specials classes.

Created: January 15, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

Equal Employment Opportunity and Affirmative Action, *Policy 4001*

From its inception, the Cherry Creek School District has attempted to develop policies and procedures to assure the employment, retention and promotion of personnel on the basis of merit without regard to race, color, religion, sex, age, national origin or handicap. This policy reaffirms our fundamental goal of pursuing equal employment opportunity in all matters of personnel actions fulfilling the letter and intent of laws designed to eradicate discrimination or harassment in conditions of employment. This commitment specifically provides that the recruitment, hiring, retention, opportunities for advancement, compensation, termination of employees be done on the basis of bona fide occupational qualifications and educational requirements of the District, without favor, influence or harassment and without regard to race, color, religion, sex, age, national origin or handicap.

Revised: March 9, 1981
Adopted: April 6, 1981

DEFENDING EDUCATION

Responsibilities for Licensed and Classified Personnel, *Policy 4001.1*

The Office of the Chief Human Resources Officer is responsible for matters dealing with the overall management of the licensed and classified staff of the Cherry Creek School District.

Matters of personnel concern needing central administrative guidance and/or assistance should be referred to the Office of Human Resources.

Approved by Superintendent Richard P. Koeppe, January 12, 1981

Definition of Licensed Personnel, *Policy 4008*

The term "Licensed Employee" is applied to an employee who holds one or more documents such as a license or a letter of authorization which has been granted by the State Department of Education.

All employees who are directly responsible for the instruction or guidance of pupils, or who administer such instruction, shall be licensed employees.

Definition of Classified Personnel

The term "Classified Employee" is applied to employees who are not required to hold a certificate or a letter of authorization as a prerequisite to obtain or keep their job.
Adopted: January 10, 1983
Effective: January 1, 1983

Employment, *Policy 4015*

The Board of Education is obligated to hire the most qualified applicants to fill existing vacancies. Qualified applicants who have followed the District application process may include in-district transfers, as well as individuals not currently employed by the Cherry Creek School District.
Proposed: May 10, 1982
Adopted: June 14, 1982

Recruitment, Selection and Filling Vacancies, *Policy 4110*

A. Recruitment and Selection of Licensed Personnel
   The process leading to recommendation for employment and the process following employment will be the responsibility of the Chief Human Resources Officer as directed by the Superintendent and the Board. The responsibilities will include, but not be limited to, the following:
   - Recruitment of outstanding candidates.
   - Establishment of procedures for the professional interviewing of candidates.
   - Recommendation of candidates for employment to the Superintendent and the Board.
   - Verification of proper state certification of the candidates.
   - Establishment of standards for and verification of the physical and mental health qualifications of the candidates.
   - Determination of placement on the salary schedule of employees.
   - Administration of the oath or affirmation of loyalty in accordance with State Statute.

   In accomplishing the above, the Chief Human Resources Officer 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.

DEFENDING EDUCATION

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

There shall be no discrimination in the hiring process on the basis of race, color, creed, sex, sexual orientation, genetic information, religion, national origin, ancestry, age, marital status or disability. Prior to hiring any person, in accordance with state law, the District shall conduct background checks with the Colorado Department of Education and previous employers regarding an applicant's eligibility for employment. In all cases where credit reports are used in the hiring process, the District shall comply with the Fair Credit Reporting Act.
LEGAL REFS.: 15 U.S.C. 1681 et. seq. (Fair Credit Reporting Act), C.R.S. 24-34-402 (1) (discriminatory and unfair employment practices)
CROSS REFS.: AC, Nondiscrimination/Equal Employment Opportunity

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

Educator Wellbeing Task Force, Memorandum of Understanding

The District and the Association agree to convene a task force for the purpose of understanding the nature and extent of educator burnout experienced in the District. The task force shall be a collaborative committee made up of leaders from Educational Operations, Performance Improvement, Special Populations, Human Resources, and the Association. In order to address concerns associated with educator burnout and strategies to promote educator wellbeing, the following will happen:

1. The task force shall continue to meet monthly, unless mutually agreed upon, in the 2026-2027 school year, provide corresponding updates to the Bargaining Committee, and assess how well the collaborative efforts of the District and Association are promoting wellbeing for all educators. Specific efforts will include, but are not limited to the following:
    a. Continued surveying of educators, as needed, to understand what contributes to burnout and how changes in the system have helped reduce burnout and/or promote wellbeing.
    b. Partnership with Educators Thriving to provide personal and professional development training for educators in the district and to assess the link between collaboration and educator wellbeing
    c. Continued discussion of various district, school, and personal initiatives and their impact on educators' workload.
    d. Support implementation of the Professional Learning Communities MOU.

2. The task force will examine how co-teaching, team-teaching, co-planning, and other specialist supports are implemented within school buildings and how they can support a collaborative culture focused on everyone being a member of a Professional Learning Community that is focused on shared decision-making in the interests of students.

3. The task force will support the development of collaborative culture across buildings by:
    a. Reviewing Collaborative School Plans to identify patterns, themes, and examples of promising practice.
    b. Curating and disseminating promising practices around shared themes, which may include communication, consistency, trust, shared leadership, and responsiveness to educator voice.

c. Assessing school-level and district-level labor-management collaboration (LMC) through educator feedback, which may include a validated LMC measure, and reporting findings to the Bargaining Committee.
d. Supporting the development of a shared goal(s) that reflects the collaborative priorities in each building based on the promising practices provided by the task force.
e. Identifying buildings that would benefit from additional support and connecting them with resources.

4. The task force will also examine what conditions and practices are improving educator wellbeing across buildings, including but not limited to buildings where collaborative team time exceeds the typical minimum, the strength of LMC, and the presence of promising practices identified through CSP review.

Revised: May 7, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

Term of Employment, Policy 4111

As provided in the "Teacher Employment, Compensation, and Dismissal Act," any teacher employed for three full consecutive years, and elected for the fourth year attains a status of teacher and thereafter may be dismissed only for cause upon charges filed and acted upon by the Board. Teacher status likewise protects the teacher against salary reductions other than a general salary reduction applicable to at least 50 percent of all teachers of the district.
Revised: December 10, 1990
Adopted: December 10, 1990
Effective: July 1, 1990

Guaranteed Contract Percentage

1. After January 1, 1995, teachers who attained "Teacher Status" in the District will be guaranteed a contract as follows:
   a. The percentage of a teacher's contract for the succeeding year will at least be equal to the previous year's contract. (e.g.: 3rd year 100%, 4th year 100%, etc.)
   b. Teachers are guaranteed a contract equal to the preceding year, unless mutual agreement between the teacher and the principal (or designee) decreases the percentage of the contract for the subsequent year. Any agreed upon decrease in the percentage of the contract will become the new guaranteed minimum percentage for the succeeding year. (e.g.:4th year 100%, agreed to reduction in 5th year to 80%, 6th year 80% etc.).
2. Teachers who attained "Teacher Status" (non-probationary status), in the District prior to January 1, 1995, and who have been continuously employed since January 1, 1995 shall retain the guarantee for a full-time one hundred percent (100%) contract.
   a. If a teacher has less than a full-time one hundred percent (100%) contract, the District will return the teacher to a full-time, one hundred percent (100%) contract upon the teacher's written notice for the succeeding year. Teachers must submit written notice to the principal (or designee) on or before March 1 of the school year prior to the effective date of the increase to a one hundred percent (100%) contract.
3. Nothing in this policy shall preclude a teacher, as identified in 4116 (B) (1) above from agreeing to a less than full time, one hundred percent (100%), contract in any given year.

DEFENDING EDUCATION

4. While a teacher may be requested to, or may be contracted to work a contract greater than hundred percent (100%), the teacher is not guaranteed a contract greater than hundred percent (100%) in any subsequent contract.
5. In the event of the need to reduce the teaching force district-wide (RIF), the guaranteed percentage of contracts for affected teachers upon recall shall remain at the level guaranteed prior to the RIF. The need to RIF shall supersede any provisions of this section that might otherwise be interpreted to provide for a contract in a subsequent year.

Renewal of Contracts of Probationary Teachers, *Policy 4173*

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

1. Decisions as to the renewal of contracts of probationary teachers will be made only by the Board of Education at a regular or special meeting.
2. It is recognized that there are too many reasons for non-renewal to enumerate and define each such reason. In any event in any case of non-renewal of contract, the teacher shall be notified, in writing, of non-renewal on or before June 1 of the academic year during which said teacher is employed.
   Revised: May 2, 1994
   Adopted: May 9, 1994

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

Acceptance to a Different Position

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

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

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

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

Transfer

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

DEFENDING EDUCATION

Displacement

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

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

In-District Teacher Exchange

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

A. Teachers exchanging positions must be licensed and have an endorsement to teach in the exchanged position.
B. Teachers exchanging positions must have written approval of the building principals.
C. The specifics of the exchange will be agreed to by each teacher involved in the exchange.
D. Exchange should be for a predetermined period of time mutually agreeable to all parties.
E. The time may be modified only if mutually agreeable to all parties.
F. Teachers wishing to pursue the "In-District Teacher Exchange" must do so on their own.
G. Exchanges will be reported to the Office of Human Resources.

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

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

Transfer, Policy 4115.1

When a teaching position becomes available within the District, any teacher within the District qualified to fill that position will be given serious consideration. To effect this, administrators, as well as interested teachers, must follow the procedures as listed. Until these procedures are followed, a teacher will not be recommended for transfer appointment. Further, we recognize the reality of informal communication between administration and potential applicants, at any time, in a sincere effort to secure the most highly qualified staff possible. This should not, however, interfere with consideration of all in-District transfer requests and assignments as they relate to the transfer procedures as recommended. A time-element problem exists for those teachers wishing to transfer from a year-round school to those schools operating on a traditional calendar. In order for those teachers to be given an equal opportunity for transfer, expeditious consideration in honoring these transfer requests should be effected.

Transfer Procedures

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

Step 1: The Office of Human Resources will post vacancies on a daily basis within six (6) calendar days of receipt of the Personnel Requisition. The vacancy announcement will be posted on the District's web site for a period of eight (8) calendar days. The days included in the fall, winter and spring break, will not count in the eight-calendar day posting.

a. On the same day a job vacancy is posted/reposted, the District will provide the President of the Cherry Creek Education Association, by email, a copy of that job vacancy(ies) posted on the District's website.

DEFENDING EDUCATION

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

a. Teachers are encouraged to electronically submit their resume and other materials.
b. Kiosks with computers are available in the Office of Human Resources for District employees to submit an application.

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

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

a. Personnel folder of the applicant:
    1. Previous experience in grade level
    2. Previous experience in subject area
    3. College-level training
    4. Team experience vs. self-contained
    5. Evaluations
    6. Licensure
    7. Other
b. Communication with present and/or past supervisor.
c. Communication with present and/or past teaching peers.
d. Strength and/or weakness in specific position qualification.

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

a. Information screened for consideration; and
b. information screened where applicant did not qualify; and/ or
c. other reasons for the decision not to interview.

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

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

a. Recommend the hire of an outside candidate or accept a transfer candidate to fill the vacancy or position; or
b. cancel the vacancy or position;
c. request the Office of Human Resources to repost the vacancy or position.
    i. If the vacancy or position is reposted, any interested transfer applicant may apply/re-apply and begin Step 1 of these procedures.

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

Revised: April 30, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

DEFENDING EDUCATION

Teacher Displacement, *Policy 4115.2*

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

A. Definitions

For purposes of this policy, the following definitions apply:

1. "Teacher" means a person who has gained non-probationary status under Colorado law, holds a teacher's license issued pursuant to C.R.S. § 22-60.5-101, et seq., and who is employed to instruct, direct or supervise the instructional program. "Teacher" does not include those persons holding authorizations or administrative positions within the school District.
2. "Displacement" occurs when a non-probationary teacher's position is eliminated by action of the Board of Education due to drop in enrollment, turnaround, phase-out, reduction in program, or reduction in building to include closure, consolidation, and reconstitution.
3. "Mutual consent placement" occurs when a displaced teacher applies for a position under the supervision of another principal and the hiring principal consents. The hiring principal's consent must consider input from at least two teachers employed at the school and chosen by the faculty at the school to represent them in the hiring process. As more fully described in sections (C), (D), and (E) below, a displaced teacher may gain a mutual consent placement at any time after notice of displacement is received.

B. Notice of Displacement

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

C. Priority Hiring Pool

1. Effectively Performing Non-Probationary Teachers

If a displaced teacher received an "effective" rating according to the prior school year's evaluation (to include "effective" and "highly effective") (hereafter "effective"), the teacher will immediately be placed into a priority hiring pool. The priority hiring pool allows a displaced teacher a first opportunity to interview for an open position in the District for which s/he is qualified and applies. Participation in the priority hiring pool guarantees an interview for a position(s) for which a teacher is qualified and applies. It does not guarantee that the teacher will gain mutual consent placement into the position(s).

Inclusion in the priority hiring pool will start on the date of notice of displacement was given to the teacher through July 31 of the following school year, if necessary. (For example, a non-probationary teacher who is given notice of displacement on March 15, 2015, will be eligible to participate in the priority hiring pool from that date through June 30, 2016.)

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

a. The teacher may access information about open District positions on the CCSD website
b. Once the teacher has reviewed the available positions, the teacher may submit a transfer request for each position for which s/he is qualified.
c. Upon submitting the transfer request, a teacher's qualifications will be assessed throughout the hiring process by the principal with input from two teachers chosen by the staff. This assessment will include factors that demonstrate (or not) that the teacher will support the

instructional practice of the school, including teacher's performance evaluations, interview performance, and other pertinent indications of qualification.

d. Once the teacher has applied, the teacher will contact the appropriate Director of Human Resources so that the Director can help to facilitate the interview(s). If the teacher is deemed qualified, the teacher should expect contact from a District representative for an interview soon after the position closes. If the teacher has not heard from a District representative within five working days after the position closes, the teacher should contact the Director.

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

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

The limited term assignment will begin on August 1 of the following school year and last through July 31 of the same school year. (For example, a non-probationary teacher who is given notice of displacement on March 15, 2015, will begin the limited term assignment on August 1, 2015, and complete it on July 31, 2016.)

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

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

If any displaced teacher on unpaid leave later secures a mutual consent position at a school, the District shall reinstate the teacher's salary and benefits at the level they would have been at the time the District placed the teacher on unpaid leave. While the teacher is on unpaid leave, the teacher shall not be subject to and responsible for any Board Policy or the negotiated agreement for teachers except that the teacher shall have access to the transfer procedure (Administrative Procedure 4115.1), Policy 4151 (Payment for Accumulated Sick Leave), and priority participation in Policy 4119 (Resignation/Retirement).

Revised: March 11, 2021
Adopted: June 23, 2021
Effective: July 1, 2021

DEFENDING EDUCATION

Reduction in Force, *Policy 4160*

1. Reduction in Force

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

   1. Definitions
      a. "Reduction in Force" is cancellation of the contract of a teacher because of a reduction of the number of employees on the teacher salary schedule.
      b. "Length of Service" is time served in a teacher salary schedule position and will be computed from the employee's first day of continuous employment in the District.
      c. "Recall" is notification of and return to active service in the District of an employee whose contract has been canceled under this policy.
      d. "Fiscal Exigency" is any decline in the Board's ability to fund the operation of the District that necessitates, in the Board's judgment, a reduction in the District's current general fund budget.
   2. Procedures
      a. Should the District allege the need at any time for contract cancellations due to a reduction of position(s), the affected teacher(s) and the Association, if requested by the Association, will be notified of the conditions necessitating the reduction in force at least forty working days before the anticipated reduction in force. The Superintendent will furnish the Board and the Association with identical facts, figures and relevant data justifying the proposed reduction in force.
      b. The District will make an effort to reduce non-instructional programs before reducing teaching positions.
      c. The District must attempt to avoid reductions in force by reducing the number of employees through attrition. Attrition will include retirement, resignations and extended leaves of absence.
      d. Every attempt will be made to use the transfer policy and procedures to reassign qualified incumbents from such positions to other positions in the District for which they are qualified in order to avoid reductions in force.
      e. If reassignment is not possible, teachers will be reduced based on length of service in the District by group. The groups will be designated by years of service (4-6, 7-9, 10-12, etc.). (Probationary teachers are not referenced in the ref policy because probationary non-renewals will take place prior to implementation of this policy.) Reduction in force will take place within certification and/or endorsement by groups starting with the least senior group. When making the determination as to which teachers will be reduced, consideration will be given to appraisals, experience in the endorsement area, and special ability to perform the assignment. Teachers holding multiple subject matter or special certification will be placed in each classification group for which they are qualified by certification or endorsement.
      f. Nothing in this policy will limit the Board's right to non-renew the contracts of probationary teachers.
      g. If an employee wishes to challenge the contract cancellation, a grievance may be commenced at Level 2 using the Grievance Procedure found in Policy 4136.
   3. Recall Procedure
      a. An employee whose contract has been canceled is eligible to use the Grievance Procedure, commencing at Level 2, if a dispute arises regarding these recall provisions.
      b. An employee will remain on the recall list for two years from the date of their contract cancellation unless the employee waives such rights in writing.

DEFENDING EDUCATION

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, they will be deemed to have refused the position. The employee has the obligation to inform the District of their current address.
f. Employees recalled within two years will not revert to probationary status.
g. An employee recalled within two years will be placed on the Salary Schedule and given full credit for previous Cherry Creek teaching experience and outside experience credit as provided in Policy 4141.

4. Additional Provisions
   a. The terms of this Policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
   b. If any provision of this Policy is found contrary to law, then such provision will deem null and void, but all other provisions or applications thereof will continue in full force and effect.
   c. Upon mutual agreement, this Policy may be renegotiated in whole or in part at any time during the life of this Policy.
   d. Any additions, deletions or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board of Education.
   e. Neither the recognized Association nor the Board of Education can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

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

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

School Calendar Year

1. The school calendar year will commence August 1 and terminate July 31 for the purposes of clarification of contracts, granting of increments and payment of extended contracts.
2. A regular contract for teachers will be one hundred eighty-five (185) days. A regular contract for teachers in their first year of employment in the district will be one hundred eighty-seven (187) days. These additional contract days for first year probationary teachers shall be scheduled as pupil non-contact days. A teacher may, however, with Board approval, contract for more days than the regular contract.
3. For regular contracts, workdays for bargaining unit members will be scheduled as follows:
   a. Teachers on a single-track calendar shall have:
      i. no more than one hundred seventy-four (174) days scheduled as pupil contact days, and
      ii. at least eleven (11) days scheduled as pupil non-contact days,
      iii. with at least four (4) of those pupil non-contact days scheduled at the start of the school year.

b. All teachers in schools that have parent conferences in the fall will have the Wednesday before the Thanksgiving break off as compensatory time for additional duties performed outside the workday.
c. If a K-8 school has parent conferences in the spring outside the contract day, those teachers will have a day off in the spring semester as compensatory time for additional duties performed outside the workday.

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

5. The purpose of the pupil non-contact days are: Staff orientation, staff meetings, team meetings, parent conferences, and continuing education. All scheduled activities will be carefully planned and conducted to best accomplish these purposes. When averaged over the school year, at least fifty percent (50%) of the time for non-contact days that is not scheduled for parent conferences will be teacher directed.

6. Before the start of each school year, the principal or designee at each building will submit to the Office of Human Resources and the building's teaching staff a schedule indicating the activities for each pupil non-contact day, showing the time for teacher directed planning.
   a. If it is necessary to adjust the activities for a pupil non-contact day, the revised schedule must still comply with (A) (3) above.

Forty (40) Hour Work Week

1. The length of the workday for teachers will be eight (8) hours including the duty-free lunch period and planning time.
2. The work week will be forty (40) hours each week.
3. Building administrators will use discretion for individualization of the eight (8) hour workday for teachers.

Duty-Free Lunch

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

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

Adverse weather conditions: Delayed Starts

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

Teacher Planning Time

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

1. Planning time blocks must be at least forty (40) minutes in length.
   a. If a block of time forty (40) minutes in length occurs outside the student day and within the teacher workday, that period may qualify as teacher planning time even though students may be in transition (entering and/or exiting the classroom) during that time.
2. Each full-time teacher shall be scheduled for a minimum of two hundred (200) minutes per week of teacher directed planning time averaged over a nine (9) week period that will be made available during the student day.
3. Each full-time teacher shall be scheduled for a minimum of three hundred seventy-five (375) minutes of planning time per week during the teacher workday. The three hundred seventy-five (375) minutes in this section includes the planning time during the student day described in the previous section.
4. The times shown in F (2- 4) above should be extended, when possible, to allow teachers to meet professional responsibilities.
5. Planning time for teachers with less than full time contracts will reflect the percentage of their contract.
6. Adjustments in Teacher Planning Time
   The District and the Association recognize the importance of providing time in the teacher work schedule for teacher planning time. The parties also recognize that changes in the total planning time available to groups of teachers may be necessary or advisable from time to time. Since the amount of planning time impacts student instruction, the District and the Association establish the following criteria and process for making adjustments in the total amount of teacher planning time available to teachers or groups of teachers. The process is intended to allow the Administration to make necessary adjustments and to assure employees that due consideration will be given to the balancing of interests of all involved including teachers.
   a. Teacher planning time is not to be reduced below the minimums stated in this policy.
   b. Whenever the District or the Administration of a building (or buildings) considers a schedule change that results in a reduction of total teacher planning time from one school year to the next, the following must occur:
      i. The Office of Human Resources must be notified of the preliminary consideration by a building or buildings to reduce total planning time as referenced in section (b) above by May 1.
      ii. In writing, the Office of Human Resources shall communicate to the Association (CCEA) the name of any school(s) giving preliminary consideration to such reduction as well as the details of the plan being considered (e.g., amount of reduction in planning time under consideration, staff members who might be affected) and the rationale for the reduction. This communication shall be transmitted to the Association not later than five (5) calendar days after the deadline identified in the first sentence of this section.
      iii. Building administrators must provide written notification, including the rationale for the change and the details of the plan being considered, to teachers who may be affected by the change(s) under consideration covered in this section by May 15.
      iv. If the administration of any building(s) following the process above decides to implement a reduction in total teacher planning time (as referenced in section (b) above), they must notify the Office of Human Resources of that final decision no later than the last contracted day for teachers. Following that notification, the Office of Human Resources must notify the Cherry Creek Education Association in writing of any such decision no later than five (5) working days after the date above.
      v. If the Cherry Creek Education has not received written notice from the Office of Human Resources within the time frame as stated above in (b.ii) of the District's or an individual

DEFENDING EDUCATION

building Administration's proposal to reduce total teacher planning time as referenced in section (b) above, no such reduction will occur for the next school year.

c. If the Cherry Creek Education Association does not have any concerns regarding the reduction in planning time after receiving communication of the preliminary consideration, CCEA will notify the Office of Human Resources, in writing, within seven (7) workdays of the District's notification stated above, of its desire not to negotiate the change. Absent of such written notice, both the District and CCEA will negotiate this issue in accordance with Policy 4135 at the earliest possible date but, in any case, prior to implementation of any change in the following school year.
d. Beginning with the school year 2008-2009 and annually thereafter, building Administrators will notify the Office of Human Resources of the actual amount of scheduled planning time for teachers in each of the District's buildings using a standardized reporting method by October 1. A copy of this report will be sent to the Cherry Creek Education Association.
e. Changes in planning time, as well as Policy 4116, are not subject to the limitation on the number of issues or the deadlines for initiating a topic for negotiations that may be stated in Policy 4135.
f. The parties understand that some teachers who accept additional responsibilities receive release time during the workday and such time is not considered planning time for this provision.
g. The parties also agree that in the event of calamities (e.g. flu epidemics or budgetary shortfalls) involving a major interruption of regular District programming; the District may reasonably modify operations to address the situation. In such cases, the District will communicate such modifications to the Association in a timely manner.

7. The District and Association will evaluate the effectiveness of these provisions regarding non-contact and planning time to determine what changes, if any, should be made.
8. 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.
   e. 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.

Compensation for Substitution
See Policy 4141 (R) for payment information.

Revised: May 8, 2025
Adopted: June 9, 2025
Effective: August 1, 2025

DEFENDING EDUCATION

Additional School Functions

1. Professional educators have responsibilities outside the workday that include, but are not limited to, participation at staff meetings, back-to-school nights and parent conferences.
   b. On the occasion that teachers are unable to participate in such activities, they will notify their supervisor in advance.
   c. Teachers are encouraged to participate in parent-teacher organizations and attend functions that are jointly sponsored by school and community.
2. Each building administrator will be reasonable in the scheduling of expected activities, not including back-to-school nights and parent conferences, which exceed the normal teaching day. Principals will make every effort to communicate expected activities at the beginning of the school year.
3. Compensation, in the form of time or money, may be granted if a teacher is required to participate in evening or weekend school functions.

Scheduling of After-School Meetings, *Policy 4116.1*

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

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

Approved by Superintendent, Jim Huge, December 12, 1988

School Closure, *Policy 4116.2*

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

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

Elementary Planning Time, *Policy 4116.3*

A. Non-Contact Days
   1. At the elementary level, teacher-directed time allocated on non-contact days, not including parent conferences, shall be increased by four (4) hours after determining the 50% split.
   2. For elementary teachers, the District shall schedule one (1) non-contact day between January 1st and the end of February that will be designated for structured planning purposes by the individual teacher. The intent is for the time to be used for individual teacher directed planning rather than other activities. Nothing in this language shall be construed to preclude teachers from making decisions based upon their professional judgment as to the best use of their time. Teachers could make the decision to design group trainings or collaborative work on this day. Individual teachers would not be required to join any group-directed work.
   3. Additionally, each elementary teacher will be provided one-half day (1/2 day) of release from teaching for the purpose of engaging in individual, team, or grade level planning annually. The scheduling of such time shall be determined by the staff and the principal in coordination with the District so that it will not adversely affect building or district operations.
B. Early Release Wednesdays
   1. On Early Release Wednesdays, Elementary Schools will release students one hour early.

2. The Administrator(s) and AR(s) will work collaboratively, with input from the school's leadership team/guiding coalition, to determine a meeting schedule for this additional time.
3. The District and the Association will collaboratively determine if and/or when the district-directed professional development trainings will occur on early-release Wednesdays. Plans for district-directed PD trainings for the upcoming school year will be communicated to elementary schools prior to the end of the current school year.
4. Due to the shortened student day on Early Release days, planning blocks during the student day may be reduced to 30 minutes on those days.

Every effort will be made to continue to provide 200 minutes of teacher-directed planning during a student day when averaged over 9 weeks, as outlined in policy 4116.

C. Collaborative School Plans
   1. CCEA and CCSD will provide joint communication to ARs and administrators regarding the requirements of the collaborative school plans each school year;
   2. Collaborative school plans will be jointly created by the Administrator(s) and AR(s) to include a meeting schedule for their individual sites; a schedule to indicate how sites account for the 50/50 split plus four hours of teacher-directed planning time during non-contact days; and a preliminary meeting schedule for the additional time on Early Release days.
   3. The initial collaborative school plans for the upcoming school year will be created and signed by both parties by the end of workweek, and both parties must receive a copy; and
   4. The administrator(s) and AR(s) will meet at least once per trimester to determine the effectiveness of these plans and collaboratively make changes as needed.

D. Provisions for Elementary Planning Time
   1. School committees are to be consolidated and refined, making clear that participation on these committees should be voluntary (i.e. safety team, social committee, etc.)

E. Additional Provisions:
   1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
   2. If any provision of this policy is found contrary to law, then such provision will be deemed null and void but all other provisions or applications thereof will continue in full force and effect.
   3. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
   4. Any additions, deletions, or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.
   5. Neither the recognized Association nor the Board can refuse to renegotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teacher's annual contract year.
   6. In the event of reduction of District 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 matter related to teachers' salaries and fringe benefits, and any policy concerning economic items that have been adopted will have to be modified commensurate with the funds available.

Revised: May 8, 2025
Adopted: June 9, 2025
Effective: August 1, 2025

DEFENDING EDUCATION

Cherry Creek Elevation Online, *Policy 4116.4*

Due to the individual characteristics and needs of educators assigned to, and students enrolled at, Cherry Creek Elevation Middle and High School, Cherry Creek School District (CCSD) and the Cherry Creek Education Association (CCEA) jointly recognize all provisions of 4116 apply with the exception of the following:

A. Elevation teachers will work a total of forty (40) hours each week. The length of the workday may vary.
B. Building administrators will create a master schedule that includes the following: Synchronous online instruction, in-person instruction, asynchronous time, duty-free lunch, and planning.
   1. Synchronous learning is defined as the time teachers utilize a digital platform for the purpose of online, direct instruction of students.
   2. In-person instruction is defined as the time when teachers are required to report to the Elevation facility for in-person, direct instruction of students.
   3. Asynchronous time is defined as the time when teachers are working directly to support synchronous instruction, i.e., creating digital content, working one-on-one with students, etc. During asynchronous time, teachers are working to enhance the student learning experience. Asynchronous time does not constitute planning time.
   4. If a student's schedule requires a teacher to work outside of their scheduled workday, a teacher may adjust their asynchronous time beyond the scheduled workday, as long as they maintain a forty (40) hour workweek. Adjustments must have the approval of the Principal or Principal's designee.
   5. Each full-time teacher shall be scheduled for a minimum of 375 minutes of planning time per week.

Proposed: February 11, 2021
Adopted: June 23, 2021
Effective: July 1, 2021

Professional Learning Communities, *Memorandum of Understanding*

Both the District and the Association are committed to developing and maintaining a collaborative culture across every entity in the district, including classrooms, schools, teams, departments, and their own labor-management relationships.

The District and the Association recognize that strong labor-management collaboration (LMC) at the building level can be a condition for effective PLC work, and that the Collaborative School Plan process is one vehicle for developing and sustaining that collaboration.

In an effort to inspire this collaborative culture, the District's efforts to support Professional Learning Communities (PLCs) will serve as the foundation for all forms of collaboration. The intention has been to align districtwide understanding of the PLC model by refocusing on the following:

Three Big Ideas of a PLC

1. Focus on learning
2. Collaborative Culture
3. Focus on results

Four Critical Questions of a PLC

1. What do we want all students to know and be able to do?
2. How will we know if they learn it?
3. How will we respond when some students do not learn it?
4. How will we extend the learning for students who have demonstrated proficiency?

Every employee of the district is considered a member of a Professional Learning Community, and some employees are members of multiple Professional Learning Communities.

The Collaborative School Plan is not a plan for structuring collaborative teams, but a plan for how the building will develop and sustain a more collaborative school climate and culture. Discussion of the plan

should reflect shared goals, commitments, and conditions that administrator(s), Association Representative(s), and IERCs have identified together as priorities for their building.

Every school will develop a Collaborative School Plan, which will include the following requirements in addition to those already outlined in Policy 4116.3 for elementary schools' plans:

1. Collaborative School Plans will be developed in collaboration by the building Administrator(s), at least one Association Representative (or CCEA designee as needed), and the Instructional Excellence RAiSE Coach(es).
2. To prepare the plan, the parties involved shall review any data related to the culture and climate of the school, which could include the school's S.U.C.C.E.S.S survey results, feedback collected by building administration, TLCC surveys, results from a validated LMC measure, or other relevant data sources. This review will be used to explore success and opportunities for growth in their school's collaborative culture and to inform shared goal(s) identified for the year.
3. The parties will also determine the structure, membership, and schedule of all relevant collaborative teams which could be organized by grade level, subject area, job category, or other determination.
4. Each plan will outline a weekly schedule for dedicated collaborative team time (as defined below) that is separate from already scheduled teacher-directed planning time or SSP-directed time. Each plan will also account for any regularly scheduled meetings that occur throughout the week after reviewing each meeting's purpose, employees involved, and time requirement. All parties should consider how SSPs and/or non-teaching licensed educators are included in collaborative team time.
5. Buildings are encouraged to identify opportunities for collaborative team time beyond the scheduled minimum, with participation determined by the collaborative team itself.
6. Teacher-directed planning time and/or SSP-directed time are exclusive of collaborative team time unless the teacher or SSP employee decides to collaborate during their own directed time.

The initial plans will be created and signed by all parties by the end of workweek. All parties will have access to a copy.

1. In the creation of Collaborative School Plans, teacher-directed planning time and SSP-directed time may include, but is not limited to, these activities: lesson preparation; assessing and/or documenting student work; communication with parents, educators, and/or other departments/agencies; individual professional learning; record keeping and general paperwork; planning/preparing for individual student needs; elective collaboration with colleagues; and, organizing materials. Collaborative team time activities may include: exploring and unpacking standards, analysis of student data/work, planning for instruction, developing common lessons and/or assessments, participating in job-embedded professional development, planning and tracking interventions, coordinating and/or co-planning with specialists, and developing processes for student support.
2. The Educator Wellbeing Task Force will support buildings in the implementation of this MOU. The role of the task force is outlined in the Educator Wellbeing Task Force.

Revised: May 7, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

DEFENDING EDUCATION

Special Education Workload, Memorandum of Understanding

The Cherry Creek School District and the Cherry Creek Education Association have a mutual interest in ensuring special education teachers and SSP employees who provide services to students on Individualized Education Plans (IEPs), whenever feasible, have manageable workloads to meet the needs of all students. Nothing in this MOU implies caseload limits or caps.

To fulfill the mission of the district's Special Education program, the District and the Association agree to implement the following in the 2026-2027 school year:

1. Advisory Council for SpEd
   a. A representative council has been created and comprised of one (1) licensed Special Education teacher and/or SSP employee (i.e. Special Education educator) from each of the district's six (6) feeder areas. These members should reflect all grade levels and/or specializations when feasible. In addition, a comparable number of members from the district's departments within Special Education will be appointed by the District not to exceed six (6).
   b. The council will meet no more than seven (7) times within the school year unless mutually agreed upon to discuss questions, issues, and/or requests as outlined below and to advise when appropriate. The council will determine the dates for meetings at the beginning of the school year.
   c. The District and the Association will mutually agree upon a facilitator for the council's meetings. The structure and length of meetings will be determined by the members of the council.
2. Scope of Advisory Council for SpEd
   a. The council will serve in an advisory capacity. The council will make recommendations, but decisions about the implementation of the district's Special Education programming resides exclusively with the district-level departments that supervise Special Education.
   b. The negotiations teams have identified the following topics for discussion by the council in the 2026-2027 school year:
      i. Communication of programming parameters, including but not limited to: staffing ratios, how they were determined, and fulfillment or lack thereof of those staffing needs in the 2026-2027 school year.
      ii. Guidance for induction, mentorship, and onboarding of Special Education educators
      iii. Feedback on effectiveness of hardship consideration process and resolution
      iv. Consideration of requests for hardship
      v. The creation of a tool/form to capture remedies sought and provided through the hardship consideration process
      vi. Review of the workload and/or training needs for Severe Needs teachers (ILC, AN, SED)
   c. The council will determine other topics of discussion for meetings in the 2026-2027 school year.
   d. The council will provide updates, at least once a semester, to the negotiations teams about the effectiveness and progress of the council.
   e. The council will regularly develop and disseminate information about its work to all Special Education educators and administrators.
3. Hardship Consideration(s)
   a. Regardless of caseload at any level or site, nothing precludes a special education teacher from requesting a review of the impact and/or equity of higher needs students in a given group, class, or the composition of a group or class.
   b. To facilitate this review, the impacted special education teacher and/or SSP employee shall bring their concern(s) to their appropriate administrator. The special educator and the administrator shall utilize the Solutions-Based Leadership process to seek solutions within ten (10) working days. The special education teacher shall provide a written explanation of the concern, pertinent information about the hardship for the teacher and/or the students, and suggested outcomes for the review. Possible relief may

DEFENDING EDUCATION

include: para-educator time, additional materials, clerical assistance, release time, consultation, professional development, and additional support for higher needs students, reallocation of caseload, or other suggestions.

c. If the administrator is able to grant relief for the special educator, the educator and/or administrator will communicate the solution(s) to the appropriate representative on the Advisory Council for SpEd and the Special Education department liaison. If the administrator is unable to grant relief for the special educator, the educator and administrator can collaborate to contact the appropriate representative on the Advisory Council for SpEd and Special Education department liaison with further requests for assistance.
d. Representatives from the Advisory Council for SpEd will have the responsibility to communicate hardship considerations to their respective District and Association leadership.
e. The Advisory Council for SpEd will track hardship consideration requests and remedies throughout the 2026-2027 school year.

Revised: April 30, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

Teacher's Role, *Policy 4117*

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

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

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

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

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

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

<u>Additional Provisions</u>

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

DEFENDING EDUCATION

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

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

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

Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teacher's annual contract year.
Revised: November 14, 1988
Adopted: December 12, 1988

Resignation/Retirement, *Policy 4119*

Resignation
Written notice of intent to resign (i.e., to separate or to retire from the District) must be received by February 15 of the school year prior to the proposed effective date of employment termination. This requirement may be waived by the Chief Human Resources Officer 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 and Accumulated Leave Payout

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.
B. Eligibility Criteria
   1. A teacher becomes eligible for the Retirement/Service Bonus when the following criteria have been met, or when otherwise approved by the Chief Human Resources Officer:
      a. Has been employed by the District as a full-time teacher or SSP employee in a position requiring certification/licensure for no less than nineteen (19) consecutive years immediately prior to application for benefits under provisions in this policy. Such time must be without a break in service to the District (Board-approved leaves of absence are not considered a break in service). Additionally, the applicant must have been employed (or on a Board-approved leave) for at least ninety (90) working days in the current school year to be eligible (Policy 4141).
      b. "Full-time," for purposes of this policy, is defined as meeting the criteria for vertical movement on the salary schedule per Policy 4141(D.2) for teacher experience and per policy 4841(E.2) for SSP employees.
      c. Has submitted a written resignation from employment in the District to the Office of Human Resources. This resignation shall be effective prior to receiving cash and/or benefits under this policy.

d. Has completed and submitted all applicable forms to the Office of Human Resources (forms available on the HR page of the backyard).

e. Choosing to apply for the Retirement/Service Bonus does not require the teacher to retire under PERA unless they are requesting Post-Retirement Employment (i.e., 110 contract).

2. A teacher becomes eligible for the Accumulated Leave Payout when the following criteria have been met, or when otherwise approved by the Chief Human Resources Officer:

a. Has been employed by the District as a benefit-eligible employee for no less than ten (10) consecutive years immediately prior to application for benefits under provisions in this policy. Such time must be without a break in service to the District (Board-approved leaves of absence are not considered a break in service).

b. "Full-time," for purposes of this policy, is defined as meeting the criteria for vertical movement on the salary schedule per policy 4141(D.2) for teacher experience and per policy 4841(E.2) for SSP employees.

c. Has submitted a written resignation from employment in the District to the Office of Human Resources. This resignation shall be effective prior to receiving cash and/or benefits under this policy.

d. Has completed and submitted all applicable forms to the Office of Human Resources (forms available on the HR page of the backyard).

C. Granting of Benefit to Eligible Applicants

1. The District will budget each year for teachers and SSP employees to receive this benefit and could negotiate to impose a spending cap in the following year if the benefits listed below exceed the budgeted amount:

a. This retirement/service bonus;

b. The payments for accumulated paid leave to participants who receive payments under this retirement/service bonus plan, and

c. The longevity schedule payments under Policy 4841 (Compensation for SSP employees at Maximum) and under policy 4141 (Compensation for Teachers at Maximum).

d. Compensation for accumulated paid leave for any employee other than one receiving this retirement/service bonus.

2. Retirement/Service Bonus and Accumulated Leave Payments excluded from the budgeted amount:

a. Compensation for accumulated paid leave for any employee who has resigned from the District but has not completed the Retirement Application and Agreement by February 15.

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

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

a. Longevity schedule payments for recipients during that school year, per policy 4141 (teachers) and policy 4841 (SSPs).

b. The payments for accumulated paid leave to participants in the retirement/service bonus plan, per policy 4151(A.2) and 4851(A.2).

c. The retirement/service bonus.

d. The payments for accumulated paid leave to those who have not completed nineteen (19) consecutive years of service.

4. Applicants who apply by the February 15 deadline will be paid according to the payment schedule (D.1) below. Payment for the retirement/service bonus will be based on total years of full time service with the District (i.e. the number of most recent consecutive years of service plus any additional years of teaching and/or providing special services in the District not otherwise included) with those applicants with the highest years of service being paid first or, in the case that funds are not sufficient to pay all applicants

DEFENDING EDUCATION

who meet this deadline, the following provisions (5-7) could apply only if and/or when a spending cap is imposed.

5. If sufficient funds exist to pay this retirement/service bonus to one or more but not all eligible applicants with a particular number of years of service (e.g., nineteen), the bonus shall be paid to all applicants with that number of years of service on a pro rata basis (i.e., the total dollar amount remaining will be divided equally among all such applicants).
6. Eligible applicants who do not receive the full bonus may rescind their resignation or retirement within 21 calendar days after formal notification of the amount for the retirement bonus. Following that deadline, a final calculation of the pay-out will be made according to the process outlined in section (C.5) above.
7. Employees submitting the Retirement Application and Agreement after the February 15 deadline will be eligible for payment under this provision only if the funds have not been depleted using the process outlined in sections (1-5) above. Such employees will receive this payment based on the date of application, with the first applicant receiving the bonus first. If sufficient funds exist to pay the bonus to one or more but not all eligible applicants who turn in their completed applications on the same day after February 15, the bonus shall be paid to all such applicants on a pro-rata basis, i.e., the total dollar amount remaining will be divided among all such applicants, with each individual receiving an equal percentage of the dollar bonus that individual would have received if sufficient funds had existed to pay all such applicants.
8. In the event that there are insufficient funds to pay all eligible employees the full amount they would have otherwise been entitled to receive, the payment method for the following year may be revised through negotiations.

D. Compensation

1. Payment Schedule

The retirement/service bonus compensation shall be based on the total number of consecutive years of full-time service in the District as reflected in the schedule below:

Retirement/Service Bonus Payment Schedule

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

* The final retirement/service bonus payment is calculated by subtracting the total of the longevity schedule payments the teacher or SSP employee has received under Policy 4141 (teachers) or 4841(SSPs) from the retirement/service bonus payment amount. “Years of CCSD Service” should correspond with the teacher or SSP employee’s placement on the longevity schedule and payments received.

2. Payment for Work Agreed to by the Retiree and the District
   If it is mutually agreed to by the retiree and the District, the retiree may work as a consultant in the District. Payment for the days worked will be based on the retiree's current per diem pay. Payment for these days worked will be made the month following the days worked. It is understood that any days worked as a consultant will be deducted from the retiree's accumulated sick leave.

3. Post Retirement Employment
   a. The teacher should request post retirement employment from the building principal or designee by February 1 of that school year.
   b. To the extent possible, the District will notify the teacher of their acceptance for post-retirement employment by February 7 or as soon after as possible.
   c. In order to maintain the cost-neutral character of this program, employees hired for post-retirement employment will be paid a percentage of their previous salary. Previous salary will be determined by their previous placement on the salary schedule, not including MaxSal, SAIP, Special Professional Growth or Professional Growth Pathways, National Board Certification, and Supplemental Benefit payments. Additionally, teachers assigned a supplemental or RF position will be paid according to Policy 4141 and/or 4142. All teachers hired for post-retirement employment would have the rights and privileges provided to them under the negotiated agreement for teachers, Policies 4116, 4134, 4136, 4143 and 4147 during the year for which they are employed. Annually, not later than December 1, a CCEA representative and a representative of District Fiscal Services will meet to determine the percentage of salary for such employees so that the program remains cost neutral.
   d. All parties understand that the District is under no obligation to rehire teachers in this program.

4. Payment Schedule
   If the Leave Payout is $25,000 or under, the employee will choose to receive a one-time, lump sum payment in August of the current year or January of the following year.

   If the Leave Payout is over $25,000, it must be paid in two (2) equal payments in August of the current year and January of the following year.
5. Death Provisions
   Upon the death of the retiree receiving retirement compensation, the unpaid portion of the allotment shall be due and payable to the retiree's designated beneficiary using the same schedule as above.

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

DEFENDING EDUCATION

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

Revised: April 30, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

Evaluation Process, *Policy 4170*

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

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

   The Board of Education has adopted the Colorado state evaluation model that includes the personnel evaluation system and supporting resources. This model provides the basis for continued employment with the school district. The responsibility for the development of procedures for evaluation of teachers shall rest with the Superintendent of Schools.

   While committed to establishing and implementing a process for purposes of evaluating teacher performance, the Board of Education and the administration reserve the right to take immediate and appropriate disciplinary action against any teacher found to be in violation of state or federal law and/or school board policy. The Board of Education and the Association shall jointly agree upon the forms which implement the criteria and standards set forth.

B. Certificated Performance Evaluation Council
   A Certificated Performance Evaluation Council (commonly known as "1338 Committee"), has been established pursuant to state law to serve in an advisory capacity to the Board of Education.
   1. Under state law, the Council must consist of, at minimum: one teacher, one administrator, one principal in the district, one parent with a child in the district, and one resident of the district who does not have a child in the district.
   2. The Council is charged with advising the local Board of Education as to the fairness, effectiveness, credibility and professional quality of the certificated personnel performance evaluation system and its processes and procedures and shall conduct a continuous evaluation of said systems (C.R.S. § 22-9-107(2)).
   3. Recommendations regarding evaluation will be presented to the negotiation teams by the appropriate working committees (e.g., 1338 committee or the SLO committee).
C. The Purpose of Evaluation
   The Superintendent of Schools shall delegate the responsibility for the teacher performance evaluation process to the administrator in charge of the operating unit, hereafter referred to in this policy as the principal and/or building administrator.
   The teacher performance evaluation process shall:

1. Serve as a basis for the improvement of instruction;
2. Enhance the implementation of programs of curriculum;
3. Serve as the measurement of effective performance for individual teachers and serve as documentation for ineffective performance;
4. Serve as a measurement of the professional growth and development of teachers.

D. Definitions

For purposes of this policy, the following definitions apply:

1. "Teacher" is defined as any person who holds an interim, alternative, initial, or professional Teacher license issued pursuant to the provisions of article 60.5 of title 22 and/or Career and Technical Education authorization (Policy 4141.4) and who is employed by the District to instruct, direct, or supervise an education program.
2. "Probationary Teacher" is defined as either 1) a District teacher who has not yet received a rating of effective for three consecutive years per the District's evaluation process and who has not been hired for the following year; or 2) a non-probationary teacher whose performance is deemed partially effective or ineffective for two consecutive years under the terms of this policy and Policy 4170.1 (Appeal);
3. "Non-probationary Teacher" is defined as a teacher who has completed three (3) consecutive years of eff~~ective~~ teaching within the District per the District's evaluation process as set out in this policy, or who maintained non-probationary status on July 1, 2013, or who has successfully completed the District portability process to port their non-probationary status from another district in Colorado according to state law. As of July 1, 2014, any non-probationary teacher rated "ineffective" or "partially effective" for two consecutive school years will lose non- probationary status and revert to probationary status.
4. "Evaluator" refers to those individuals who hold a proper Colorado license and have received training in the District's evaluation process.
5. "Specialized Service Professionals/Providers" or "SSPs" means licensed personnel who provide support to teachers and students defined by Colorado Department of Education. SSPs include audiologists, occupational therapists, physical therapists, school counselors, school nurses, school orientation and mobility specialists, school psychologists, school social workers and speech and language pathologists.
6. "Performance Rating Levels" describe performance on professional practices with respect to the quality standards. The four Performance Evaluation ratings for teachers shall be ineffective, partially effective, effective, and highly effective.
7. "Evaluation Process" takes place when a teacher's performance is directly or indirectly observed, and feedback is provided to the teacher that is designed to improve teaching performance.
8. "Element" means the detailed description of knowledge and skills that contribute to effective teaching and leading, and which corresponds to a particular Teacher Quality Standard.
9. "Equity Pedagogy" refers to a commitment to a diverse population of students, demonstrated by the creation of an inclusive and positive school culture and strategies that meet the needs of diverse student talents, experiences and challenges. Equity pedagogy values students' individual backgrounds as a resource and utilizes approaches to instruction and behavioral supports that build on student strengths.
10. "Performance Evaluation Rating" means the summative evaluation rating assigned to licensed personnel and reported to the State Department of Education on an annual basis. It is the equivalent of a "performance standard," as defined in section C.R.S. § 22-9-103 (2.5). The four Performance Evaluation ratings for teachers shall be: ineffective, partially effective, effective, and highly effective.
11. "Professional Practice" means the behaviors, skills, knowledge and dispositions that Educators should exhibit.
    Teacher Quality Standards I-IV address the Professional Practice standards for Educators in Colorado.
12. "Statewide Summative Assessments" relate to Quality Standard (VI) and mean the assessments administered pursuant to the Colorado student assessment program created in section C.R.S. § 22-7-409

or as part of the system of assessments adopted by the State Board pursuant to section C.R.S. § 22-7-1006.

13. "Measures of Student Learning" means the change in student achievement in relation to Colorado Academic Standards for an individual student between two or more points in time, which shall be determined using multiple measures, one of which shall be the results of Statewide Summative Assessments, and which may include other standards- based measures that are rigorous and comparable across classrooms of similar content areas and levels. Student Academic Growth also may include gains in progress towards postsecondary and workforce readiness. Student Academic Growth may include progress toward academic and functional goals included in an individualized education program and/or progress made towards Student Academic Growth Objectives.
14. "Student Learning Objectives" mean a participatory method of setting measurable goals, or objectives for a specific assignment or class, in a manner aligned with the subject matter taught, and in a manner that allows for the evaluation of the baseline performance of students and measurable gains in student performance during the course of instruction.
15. "Teacher Quality Standard" means the Professional Practices or focus on Student Academic Growth needed to achieve effectiveness as a Teacher.
16. "Final Effectiveness Rating" derives from two different cumulative sets of data. The professional practice rating based on the quality standards (I-IV) will make up fifty percent of the rating with the quality standard (VI) measure of student learning, making up the other fifty percent of a teacher's final effectiveness rating. A teacher whose final rating is "ineffective" or "partially ineffective" is deemed ineffectively performing. A teacher whose final rating is "effective" and "highly effective" is deemed effectively performing.
17. Remediation Process" means the method used to address the teaching performance of a teacher who has been identified as partially effective or ineffective and whose performance has not sufficiently improved. Such method may include a Directed Improvement Plan (discussed below).

PART ONE
EVALUATION PROCESS

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

A. Training/Orientation

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

1. Teachers

   Training and follow-up will orient teachers to measures used by the assigned evaluator during evaluation. Such training and orientation will also help ensure that new educators to District evaluation will have sufficient knowledge to actively participate in their own evaluation. In addition, the training/orientation sessions will provide a forum to review the evaluation system and to learn of any changes.

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

2. Evaluators

   The success of a program of evaluation depends upon a high level of skill and training of all participants in the process. The District shall provide annual training on the Colorado State Educator Evaluation

System and ongoing training on inter-rater reliability using approved materials from the Colorado Department of Education. As required by Colorado law, all performance evaluations must be conducted by an individual who has completed a training in evaluation skills that has been approved by the Department of Education.

B. Self-Assessment
Each teacher will complete a self-assessment by the end of the first 30 calendar days of the school year. The goal of this step in the process is to provide the person being evaluated with an opportunity to reflect on personal performance and goals moving forward.

C. Review of Goals and Performance Plan
Soon after the teacher's self-assessment has been completed, the evaluator and teacher being evaluated should meet in a Goal-Setting Conference to review the school's goal(s), the teacher's Professional Practices goal, and the Student Learning Objective goal, if possible, in addition to any other goals the teacher has for the year. The evaluator and teacher being evaluated shall also mutually agree to a method of communication for the year (i.e. face-to-face meetings, email feedback, and/or via Halogen only). At any time the evaluator or teacher can request face-to-face meeting(s).

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

E. Evaluator Assessment
Evaluators should review the performance of teachers being evaluated throughout the year. This is not an end-of-the-year activity, but rather one that is conducted in a continuous manner. The evaluator should complete the rubric prior to the end-of-year review.

F. End-of-Year Review of Summative Evaluation
The evaluator and teacher being evaluated should review the educator's Professional Practice ratings on the evaluation rubric and measures of student learning, self- assessment ratings, artifacts and any evidence needed to support the evaluator ratings. This discussion should take place no later than three weeks prior to the end of the evaluation cycle.

G. Receipt and Acknowledgement of Overall Summative Rating
All evaluators will communicate an overall summative rating to all teachers no later than two weeks prior to the end of the evaluation cycle. Should the evaluator and teacher being evaluated not agree on the final ratings during the end-of- year review, they should determine what additional evidence is needed in order to arrive at the rating. The teacher will acknowledge receipt of the rating within six (6) working days of receiving it. (See Part 2, H.)

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

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

DEFENDING EDUCATION

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

K. "Evaluator" refers to those individuals who hold a proper Colorado administrative license or who have received the required training in the District's evaluation process to include the Evaluation Rubric.
   i. "Primary Evaluator" refers to the individual who is responsible for completing the evaluation of the assigned SSP employee.
   ii. "Secondary Evaluator" refers to an individual who is responsible for contributing relevant information or data to the Primary Evaluator for inclusion in the evaluation of the assigned SSP employee.

PART TWO
EVALUATION PROCEDURES

All licensed teachers are evaluated according to the following procedures:

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

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

C. Once the teacher's yearly evaluation cycle has begun, there shall not be any substantive changes to the forms, documents or materials used in the evaluation process unless mandated by statute or the Colorado Department of Education or unless mutually agreed upon by the District and the Cherry Creek Education Association.

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

E. An evaluator shall be responsible for the following:
   1. Reviewing all required evaluation documents including the Evaluation Rubric and evaluation materials;
   2. Encouraging a thoughtful, comprehensive and honest approach to self-assessment;
   3. As needed, hold periodic conferences with the teacher being evaluated to determine what sources of evidence/artifacts will be used to measure performance against professional practices;
   4. Reviewing professional growth plan/goals and suggesting revisions;
   5. Providing on-going feedback;
   6. Scheduling mid-year and end-of-year reviews;
   7. Providing enough feedback regarding each observation to allow the teacher to reasonably assess performance and areas for growth;

DEFENDING EDUCATION

8. Conducting a mid-year review with the teacher. Any document submitted by the evaluator to the teacher during this mid-year review will be deemed a working (not final) document to be re- assessed throughout the school year and up until the final summative evaluation;
9. Assessing the need for the substance and timing of a Directed Improvement Plan, particularly where there is a concern that the teacher may earn an ineffective or partially ineffective rating;
10. Ensuring the contents of the summative evaluation are an accurate reflection of the teacher's performance to include the review of any evidence/artifacts that may support a rating change and adopting such change if the evaluator deems appropriate to do so;
11. Conducting evaluation observations and conferences, including all aspects of the District's evaluation process, in a manner consistent with the legal and constitutional rights of the teacher;
12. To the extent that any timelines discussed in this policy are deemed impracticable for the evaluator, to seek agreement from any affected teacher for an extension of time to complete the given task. Such extension should not adversely affect the teacher in any substantive way and should not exceed five (5) working days;
13. In those cases, where a teacher is assigned to more than one facility, an evaluator from each facility where the teacher is assigned will provide input for the Mid-Year conference and the final draft of the final professional practice rating.

F. Determining the overall professional practice rating must include direct observation and may include, but not be limited to, the following additional data sources/artifacts:
1. Discussions/conferences with teacher;
2. Participation in committee and meetings;
3. Review of materials and resources;
4. Review of student assignments and student work;
5. Parent, student, and/or peer feedback;
6. Physical appearance of the classroom;
7. Disciplinary referrals;
8. Review of lesson plans and curricular scope/sequence;
9. Review of assessment tools/measures;
10. Documentation of professional growth experiences;
11. Documentation of policy/procedure compliance.

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

H. The teacher's Summative Evaluation Report must be acknowledged by the evaluator and teacher by signing electronically. Within six (6) working days of receiving the document, the teacher will acknowledge the document. Such acknowledgment will only indicate that the report was received, it will not necessarily indicate the teacher's agreement with the contents of the report in whole or in part. If the teacher wishes to respond to the evaluation report, they will do so electronically within the same six (6) working days provided for acknowledging the document. The teacher will provide the response to both the evaluator and the Office of Human Resources. Failure to acknowledge receipt of the Summative Evaluation by signing waives the teacher's right to grieve and/or appeal the evaluation.

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

J. Quality standard (V), measures of student learning, shall be determined by combining both collective and individual attribution. The collective and individual attributions will be established according to current state law and recommendations from CDE. Any future changes to the percentages used for calculating the collective and individual attributions will be negotiated between the Association and the District. The

DEFENDING EDUCATION

attribution percentages will be communicated to all teachers at the beginning of the evaluation cycle via the annual evaluation training.

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

I. Evaluation Process for Non-teaching Licensed Personnel

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

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

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

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

II. Procedure for Probationary Teachers

A. All probationary teachers will be evaluated annually by a member of the Administrative Council (i.e. AdCo).

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

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

<u>The Formal observation process</u> will involve a pre-observation conference, a formal observation, and post-observation conference between the evaluator and teacher.

1. Pre-Observation Conference: The "Pre-Observation Conference" shall be defined as a meeting between the evaluator and the teacher to be held prior to a formal observation. The intent of this conference is to discuss the lesson to be observed and other related topics as appropriate.
2. Formal Observation: The term "Formal Observation: shall be defined as an evaluator observing a teacher's performance and creating a record of matters observed, and an analysis of the activity(s) observed and memorialized. The length of the formal observation will be determined by the evaluator and span enough time to reasonably assess the teacher's performance. The formal observation will include a pre- and post-observation conference.
3. Formal observations are generally planned in advance by the evaluator and the teacher. The number of formal observations shall comply with the requirements set forth in this policy. It is recognized that additional formal observations (along with informal observations) may occur as appropriate in the view of the evaluator.
4. Post-Observation Conference: The "Post-Observation Conference" shall be defined as a meeting between the evaluator and the teacher after a formal observation. The purpose of this conference is to review the evaluator's judgements of the teacher's performance based on the formal observation.
5. Post-observation conferences in the formal observation process must be held within a reasonable time frame, but no later than six (6) working days after the formal observation. An extension of time may be mutually agreed upon.

D. <u>The Mid-Year Review</u> for all probationary teachers will take place on or before December 15th. During this review, progress toward achieving school and personal goals should be discussed and the teacher should have a clear understanding of their potential effectiveness rating based on evidence available to

DEFENDING EDUCATION

date. The Mid-Year Review should provide enough feedback to allow the teacher to reasonably assess and improve upon any performance deficiencies.

E. Probationary teachers will be subject to one (1) formal observation and a final professional practice rating during the second half of the school year. The evaluator shall complete this Summative Evaluation Report and hold the discussion with the teacher regarding its contents not later than May 1 of each school year.

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

III. Procedure for Non-Probationary Teachers

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

B. Non-probationary teachers who are in their first year in a building may be asked to follow the formal observation process outlined above for probationary teachers.

C. All other non-probationary teachers will follow one of these processes to meet the state-required minimum of one observation and to provide adequate evidence for the evaluator to determine the professional practice of the teacher (It is recognized that additional formal and/or informal observations may occur as appropriate in the view of the evaluator):

1. Observation Options Process: If a non-probationary teacher scores a 3 or higher on all Quality Standards I-IV, the teacher is eligible the following year for the Observation Options Process. During the Goal-Setting Conference, the evaluator and teacher shall mutually agree upon one (or more) of the options for observation:

   a. Informal Observation(s): At any time, an evaluator may conduct informal observations. Informal observations are defined as unscheduled observations of a teacher that may take place as an evaluator visits a classroom, helps a student, or otherwise observes the teacher in an interaction which reflects the teacher's performance of professional duties. The informal observation will not include a pre-observation conference but may include a post-observation conference. If the evaluator has concerns from the informal observation, a meeting between the evaluator and teacher shall be scheduled within six (6) working days to discuss the observation.

   b. Walkthrough Observation(s): A walkthrough means a brief, structured observation by the evaluator which lasts a minimum of ten (10) minutes. It is followed by written feedback that includes the date and time of the walkthrough. It may also include any professional practice standards, practices, and elements that are observed and should include any other timely, targeted, and actionable information. If the evaluator has concerns from the walkthrough, a meeting between the evaluator and teacher shall be scheduled within six (6) working days to discuss the observation.

   c. Peer Observation(s): A teacher will select, under the guidance of the evaluator, a peer to conduct a formal or informal observation of the teacher. The teacher being observed will write a reflection based on the feedback provided by the peer observer. This written reflection will be made available to the evaluator by a mutually-agreed upon date.

   d. Formal Observation(s): The evaluator and teacher will follow the formal observation process as outlined above for probationary teachers and/or with modifications to the pre- and post-observations based on the mutually-agreed upon communication method.

2. Growth-Focused Observation Process: If a non-probationary teacher scores below a 3 on any of the Quality Standards I-IV, the teacher will adhere to the Growth-Focused Observation Process in the following school year. During the Goal-Setting Conference, the evaluator and teacher shall mutually develop a plan that includes:

DEFENDING EDUCATION

a. A focus on growth in the Quality Standard(s) where the teacher scored below a 3 in the previous year.
b. Prior to the Mid-Year Review, at least one (1) formal observation as outlined above for probationary teachers and/or with modifications to the pre- and post-observations based on the mutually-agreed upon communication method.
c. A Mid-Year Review of the teacher's performance to determine whether a second formal observation is necessary.

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

E. The Mid-Year Review for non-probationary teachers will take place no later than January 15 of every school year unless otherwise mutually agreed. For non-probationary teachers where there are performance concerns, the Mid-Year Review shall be a mandatory meeting, and the documented concerns shall include observed practice as related to the quality standards.

During the Mid-Year Review, the evaluator and teacher may alter the observation options or growth-focused plan for the rest of the evaluation cycle. The absence of an evaluator-requested meeting implies there are no performance concerns, and the teacher shall still receive a Mid-Year Review via the preferred mode of communication regarding the teacher's expected professional practice rating. The Mid-Year Review for any non-probationary teacher who may be deemed ineffective on the summative evaluation will have taken place on or before December 15. Additionally, at the discretion of the building principal, a mid-year Directed Improvement Plan will be created and monitored throughout the remainder of the evaluation cycle.

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

G. Beginning with evaluations conducted during the 2014-15 school year, for a non- probationary teacher, a rating of partially effective or ineffective shall be considered the first of two consecutive years of ineffective performance that results in loss of non-probationary status.

Non-probationary status in instance shall only be lost if the teacher is subsequently rated partially effective or ineffective during the following year in which they are employed as a teacher in the District. A non-probationary teacher must maintain an effective or higher rating to retain non- probationary status.

IV. Process for Addressing Evaluation Concerns

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

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

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

DEFENDING EDUCATION

PART THREE

REMEDIATION PROCESS

If the evaluator determines that performance concerns exist, the principal or site administrator will contact the Office of Human Resources to ascertain what steps will be taken to address the issue.

With the agreement of the Office of Human Resources, the principal or site administrator may develop a Directed Improvement Plan for the teacher. This plan will specifically address those areas of concern, and include correlating support resources and a timeline for implementation.

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

A. Directed Improvement Plan
   1. The Directed Improvement Plan ("DIP") may be implemented at any time, including at mid- year, but no later than the end of the school year in which the teacher may be deemed ineffective. A mid-year DIP represents an optional, intermediary step to provide further support prior to an end of the year DIP, if one becomes necessary.
   2. The evaluator will direct the DIP. The evaluator will place the teacher on reasonable notice of the areas to address, steps for improvement, and timelines for additional observations and conferences. The evaluator will do so either via e-mail and/or in hard copy form. To the extent that a teacher has questions or concerns regarding the DIP, the teacher will timely submit the same via e-mail and/or in hard copy form.
   3. At minimum, the DIP will include the following:
      a. An in-person meeting to discuss the DIP; and
      b. Sufficient time for the teacher to improve in relation to the performance concerns; and
      c. Three additional formal observations and feedback regarding the same submitted to the teacher within six (6) working days after each observation; and
      d. To the extent that the teacher disagrees with any portion of the feedback given, the teacher may submit a written response within six (6) working days. The teacher may also submit artifacts throughout the DIP, including as part of any response.

B. Remediation Plan
   1. If a teacher's performance is judged by the site/program administrator to be ineffective, and the performance of the teacher has not sufficiently improved as a result of the evaluation process, and or the DIP, the site/program administrator can move the teacher to the remediation process following two (2) DIP processes lasting a minimum of sixty (60) calendar days each within the teacher's work year. The principal will notify the teacher of the decision to move to the remediation process. The site/program administrator will also notify the teacher of their right to representation during the remediation process.
   2. The principal will timely hold a conference with the teacher. This conference should take place within six (6) working days after delivery of the notification of movement from DIP to the remediation process.
   3. At the conference, the site/program administrator, the teacher and any other appropriate personnel, will a) Review specific performance concerns; and b) Formulate a written remediation plan including the following:
      a. Objectives for improving the identified performance concerns;
      b. Identification of resources and assistance available to implement the objectives;
      c. A timeline for completing the objectives;

DEFENDING EDUCATION

d. Criteria by which the attainment of the objectives will be measured;
e. How they will monitor progress on the remediation plan objectives to include the timing of conferences.

4. If agreement on any or all of the above items contained in this Part Three cannot be reached, the principal is responsible for the final decision.
5. Following completion of the timeline established in the remediation plan, the principal and teacher will meet to review the remediation process. The principal will share either electronically or in writing whether the teacher has corrected the identified performance problems. The principal will then make a recommendation to the Superintendent. This recommendation will include next steps for action.

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

A. General

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

B. Grounds for Year-One Evaluation Grievance

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

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

C. Process for Year-One Evaluation Grievance

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

1. The Year-One Evaluation Grievance must be filed in writing within eleven (11) working days after the summative evaluation is finalized and signed by both the teacher and evaluator. The teacher filing the appeal shall notify her/his evaluator as well as the Chief Human Resources Officer and the CCEA President in writing of the intent to appeal not later than six (6) working days after the summative evaluation is provided by the evaluator. Failure to acknowledge receipt of the summative evaluation signing waives a teacher's right to grieve the evaluation. Such communication will only state that an appeal will be filed.
2. The Teacher will provide the alleged procedural violation(s) and/or misattributed data along with any artifacts and / or body of evidence intended to support a change of rating. This information will be submitted in a sealed envelope to the facilitator(s) for the appeals panel. It will not be opened until both the teacher's and the evaluator's documents are received.
3. Within five (5) working days after receiving notification that a grievance appeal has been filed by a teacher, the evaluator shall provide the appeals panel with copies of any and all information previously provided to the teacher regarding the determination of professional practice ratings (Standards I-IV) in any and all elements that were rated less than proficient and the growth data that was used in determining the rating in Standard VI. This information will be submitted in a sealed envelope to the

facilitator(s) for the appeals panel. It will not be opened until both the teacher's and the evaluator's documents are received.

4. A hearing will be held before the appeals panel no later than ten 10) working days following submission of the appeal documents from the teacher and evaluator unless the parties mutually agree to extend the timeline.
5. The panel is expected to meet and review the evidence submitted.
6. The teacher shall be given the opportunity to address the review panel in person or in writing. The review panel shall review any written information provided by the appealing Teacher prior to meeting to render a decision.
7. The review panel shall be comprised of members (both teachers and administrators) that are not directly involved in the evaluation process for the appealing teacher or from the teacher's building. The panel shall be selected and comprised as follows:
   a. Panel members shall be selected and trained in a manner designed to ensure the credibility and expertise of the panel members. The panel shall be comprised of equal numbers of teachers and administrators, with no more than six (6) panel members total.
      A process shall be developed to ensure continuity of the review panel members.
   b. Teachers on the review panel (and pool) shall be non-probationary and shall have been rated as effective on their most recent evaluation and shall be selected from a list provided by the Association.
   c. Administrators serving on the review panel (and pool) shall be rated as "effective" on their most recent evaluation, shall be experienced in evaluating instructional practices, shall be familiar with evaluation procedures and processes as outlined in statute as well as the Negotiated Agreement.
   d. The Association President and Chief Human Resources Officer or their designees will jointly assemble the panel from their respective pools.
   e. There shall be a pool of individuals (teachers and administrators) who are trained to serve on a panel. The training shall be mutually designed and/or agreed upon between the District and the Association.
   f. Review panel members shall receive annual training consisting, at a minimum, of:
      i. Review of CDE documents regarding the state model evaluation system
      ii. Review of the purposes of evaluation and philosophy of evaluation
      iii. Review of the district Master Agreement regarding evaluation
      iv. Review of the district Appeal process
      v. Purpose of the panel and expectations for them as panel members
   g. Review panel members shall be expected to adhere to the following expectations:
      i. Maintain confidentiality regarding all matters related to appeals made to the review panel;
      ii. Commit to the full-length of their term for participating as a member of the appeals panel pool;
      iii. Attend all annual trainings;
      iv. Review all submitted materials prior to the scheduled hearing date;
      v. Be in attendance at all required hearing dates;
      vi. Participate actively and contribute to the hearing process;
      vii. Participate in the writing of all recommendations/reports.
8. The panel is the final decision making body for year-one evaluation grievances. The decision of the panel will be made by a simple majority vote. If the vote of the panel results in a tie, the original evaluation rating will stand. Decisions of the panel are final and may only be brought into a subsequent appeal after a second consecutive year-of less than effective rating if the teacher chooses to present it at an appeal.
9. The appeal process shall conclude no more than forty-five (45) working days after the grievance has been filed unless the timelines noted above have been extended by mutual agreement. If the timelines

have been extended, the forty- five (45) working day deadline for completion shall be extended by the total number of working days mutually agreed to.

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

Revised: May 11, 2020
Adopted: July 20, 2020
Effective: July 1, 2020

Professional Practice Rating Appeal, *Policy 4170.2*

A. General

1. The appeal process established herein is intended to be consistent with state law and/or existing regulations established by the Colorado Department of Education, including "Process for Non-Probationary Teacher to Appeal Second Consecutive Performance Evaluation Rating of Ineffective or Partially Effective" (CDE Reg. 5.04, et seq.).
2. A non-probationary teacher with an Overall Professional Practice or Final Effectiveness rating of partially effective or ineffective for the second (2nd) consecutive year may choose to appeal to the District Professional Practice Review Team (DPPRT) for a rating change to any quality standard(s) or element(s) rated less than proficient. This appeal request will not be denied.
3. The appeal process will take place only if voluntarily initiated by the non-probationary teacher whose Final Evaluation Rating was ineffective or partially effective for two consecutive years. The teacher's appeal will be in writing and provided to the principal, the DPPRT, and, if the teacher wishes, to the president of CCEA.
4. The DPPRT will act as an advisory committee to the Superintendent. The Superintendent, or his or her designee, will be the final decision-making authority in determining the teacher's final Performance Evaluation Rating and whether a non- probationary teacher will lose his or her non-probationary status. The Superintendent, or designee, will provide a written rationale for his or her final determination.
5. The process for the appeal of a second consecutive Overall Professional Practice or Final Effectiveness Rating of partially effective or ineffective shall conclude no more than forty-five (45) calendar days after the final evaluation conference and receipt of the final Evaluation documents.
6. A teacher will initiate an appeal within fifteen (15) calendar days after the final conference and receipt of the final written evaluation documents. Failure to acknowledge receipt of the summative evaluation by signing waives a teacher's right to appeal the evaluation.
7. The timeline identified in section (A)(5) and (A)(6) above shall run concurrently, and may be waived, by mutual agreement between the Teacher and the DPPRT.
8. The District will identify the chairperson on the DPPRT who will, among other tasks, receive all official documents related to the appeal process.
9. Within one calendar day, the DPPRT will provide written notice to the teacher of the receipt of the teacher's appeal.
   a. This notice will also contain a list of possible hearing dates. These dates will not be sooner that ten (10) calendar days from the receipt of the appeal request.
   b. The teacher and the DPPRT will mutually agree to a hearing date that complies with the timeline established for the appeal process herein.
10. The teacher and principal will have the right to representation throughout the appeal process.
11. The outcome of this appeal process shall not serve the purpose of determining employment and/or termination. The appeal process shall be the final determination in regard to the Final Effectiveness Rating and loss or retention of non-probationary status.

12. The teacher and principal may present testimony and evidence to the DPPRT related to the teacher's professional practices. The principal and teacher may decline to present evidence and may do so without prejudice.

B. Grounds for The Appeal

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

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

C. Operation of the DPPRT

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

   * These individuals shall not be directly involved in the evaluation process for the appealing Teacher. All appointees shall be representative of the level that the appealing teacher is assigned (e.g., elementary, middle school, high school, or multi-level).
3. As soon as practicable, the members of the DPPRT will be appointed by the teacher and the District. In his or her sole discretion, the teacher may allow the President of the Cherry Creek Education Association to appoint teacher members.

D. Process

1. The following materials will be submitted to and reviewed by the DPPRT before the scheduled hearing:
   a. The teachers written appeal document; and
   b. The professional practice rating on the teacher evaluation reports, including the teacher observation rubrics; and
   c. The evidence/artifacts that was previously provided to the evaluator for review for both ratings, and the evaluator's rationale for the final ratings in light of such evidence/artifacts.
2. Information provided during the hearing may include:
   a. Testimony by the teacher on their behalf; and
   b. Testimony by the evaluator; and
   c. Testimony by other professionals who have observed the teacher's professional practices related solely to the teacher's grounds for appeal and any evidence already submitted.
3. The teacher will be notified in writing within seven (7) calendar days of the DPPRT recommendation on the appeal with a copy also sent to the Superintendent, President of CCEA if desired by the teacher, and to the Chief Human Resources Officer. The report will contain the following items:
   a. Quality standard elements that were revised from basic/partially effective to proficient or higher, if any; and
   b. An updated Teacher Evaluation report and Overall Professional Practice rating reflecting the revision, if any; or
   c. An indication that no revision is warranted after the DPPRT's review of the presented evidence with an explanation of the DPPRT's decision.
4. The Superintendent will issue his or her final decision any time after the deadline for the teacher's response to the appeal report (see below) but no later than 15 calendar days after issuance of the appeal report.
5. The above timeline requirements may be waived by mutual agreement between the Teacher and the DPPRT.

DEFENDING EDUCATION

E. Teacher Responsibilities

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

F. Final Appeal Report & Superintendent's Final Ruling

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

In order to recommend the overturning of a rating, the DPPRT must unanimously find that the rating of ineffective or partially effective was inaccurate. The DPPRT may submit a majority/minority opinion to the Superintendent if unanimity is not reached. Based on the information contained in the Final Appeal Report, the Superintendent may decide one of the following:

1. The teacher has provided evidence/artifacts such that revising the performance standard(s) and/or elements(s) in dispute to proficient or better is appropriate. The Superintendent will revise the teacher's Final Effectiveness Rating to effective; or
2. If the Superintendent finds that a rating of ineffective or partially effective was not accurate but there is not sufficient information to assign a rating of effective, the Teacher shall receive a "no score" and shall not lose his or her non-probationary status. However, if in the following academic school year that teacher receives a final Performance Evaluation Rating of ineffective or partially effective, this rating shall have the consequence of a second consecutive ineffective rating and the Teacher shall be subject to loss of non-probationary status; or
3. The Superintendent determines the evaluator did not follow established procedure per policy 4170 and that failure to adhere to those requirements had a material impact on the Final Effectiveness Rating that was assigned to the teacher therefore a change in the Final Effectiveness rating to Effective is warranted; or
4. The Superintendent determines the data relied upon was inaccurately attributed to the teacher therefore a change in the Final Effectiveness Rating to effective is warranted; or
5. The Superintendent determines that a rating of ineffective or partially effective was accurate so that the rating of ineffective or partially effective will remain and the teacher will lose non-probationary status. The Final appeal report will contain:
   a. The DPPRT's recommendation from section (F)(1) above; and
   b. The rationale for why the evidence presented did not support a revision from ineffective to effective; and
   c. A statement that the outcome of this appeal process shall not serve the purpose of determining employment and/or termination.
6. The teacher must sign and return the final written appeal report within five (5) calendar days to the DPPRT chairperson after receiving the document. The teacher's signature will indicate that a copy was received but will not necessarily indicate the teacher's agreement with the contents of the report in whole or in part.
7. If the teacher wishes to respond to the final appeal report the teacher will do so in writing within 10 calendar days of receipt of the report. The teacher will provide a copy of the response to the chairperson

PEERNING EDUCATION

of the DPPRT, the president of the Cherry Creek Education Association if desired, and to Office of Human Resources where it will be attached to the Final Appeal Report and placed in the teacher's personnel file.

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

Revised: May 11, 2020
Adopted: July 20, 2020
Effective: July 1, 2020

Artificial Intelligence in Evaluation, *Memorandum of Understanding*

The District and the Association have identified a need to examine the role of Artificial Intelligence in educators' evaluation to ensure ethical, equitable, and transparent AI use.

1. All use of AI in evaluation will come from District approved AI tools and align with the following District AI beliefs:
    a. Continuous learning and adaptation keep students and staff future-ready.
    b. AI must promote equity and expand opportunity for all students and staff.
    c. Protecting privacy supports the whole wellbeing of every learner.
    d. AI should support learning and creativity, not replace human thinking.
    e. Transparency strengthens relationships and trust in our community.
    f. Individuals are 100% responsible for their final product.

2. Use of approved tools will only occur upon mutual, prior consent between the evaluator and the educator in the Goal-Setting Conference. Approved AI tools will be used as a support to the evaluation process, not as a replacement for professional judgement. For the purpose of this MOU, consent will include:
    a. Clear understanding and transparency of what tools, including AI, will be used by the evaluator
    b. Clear articulation from the evaluator about how they are using AI in observations and/or the evaluation process

3. If the educator has provided consent, AI may be used in the evaluation process following these guidelines:
    a. The evaluator may use an approved AI tool to record the educator's observation.
    b. The evaluator may upload observation notes into an approved AI tool to summarize evidence and/or write feedback.
    c. The evaluator may use an approved AI tool to determine actionable feedback for the educator.
    d. The educator will receive a copy of or access to the evaluator's observation notes, uploads, or attachments input into an approved AI tool.

4. If an educator has not provided consent, AI may be used in the evaluation process following these guidelines only:
    a. The evaluator may have a chat conversation with an approved AI tool *about* the evaluation process.
    b. The evaluator may use an approved AI tool to organize their notes
    c. The evaluator may use an approved AI tool to draft questions to ask the educator

5. Regardless of consent, AI may never be used in the evaluation process under the following guidelines:
    a. To determine an educator's effectiveness rating
    b. To upload or record student Personal Identifiable Information (PII)
    c. To record for evaluative purposes (including audio and video) without the consent of the educator
    d. To record any confidential student information or meeting that involves students, including, but not limited to, 504, IEP, or similar settings.

6. The District and the Association mutually agree to convene a Joint Task Force to examine appropriate and inappropriate uses of AI on an annual basis. This task force will also reopen and examine Policy 4170/4870 to ensure language is consistent and updated. The task force shall be comprised of an equal number of District and Association participants. At a minimum, this task force will meet quarterly during the 26-27 school year and provide reports to the Negotiations teams as appropriate.

Created: April 30, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

R.A.i.S.E Mentoring and Coaching, *Policy 4180*

Since 1995, the District and the Association have joined efforts to improve the quality of instruction through mentoring and coaching of all educators. The Colorado Department of Education requires that all teachers transitioning from an Initial License to a Professional License must complete an approved induction program that includes mentorship. To continue to develop educators and to support their professional growth, the District and the Association have created a teacher assistance program to provide **R**esponsive, **A**ffirming, **I**nnovative, **S**tudent-centered support for **E**ducators, also referred to by its acronym R.A.i.S.E.

A. Purpose of R.A.i.S.E
    1. To support teachers requiring Induction
    2. To provide onboarding and mentoring of teachers new to a building and/or the District
    3. To facilitate job-embedded professional learning for all teachers
    4. To guide structured support for individual teachers in areas of growth

B. Structure of R.A.i.S.E
    1. The R.A.i.S.E Leadership Team (RLT), comprised of five (5) appointees from the District and five (5) appointees from the Association, shall collaborate to develop and supervise the implementation of the program. To accomplish this, the RLT shall meet monthly, unless mutually agreed upon.
    2. In support of R.A.i.S.E, each school in the District will have an Instructional Excellence R.A.i.S.E Coach (IERC) who will support and fulfill the purpose of the program.
    3. For teachers requiring Induction, they will be mentored by their building's IERC and a job-alike R.A.i.S.E Mentor. The RLT will determine the training and requirements for a R.A.i.S.E Mentor.

Created: February 16, 2023
Adopted: June 12, 2023
Effective: August 1, 2023

DEFENDING EDUCATION

Compensation and Benefit Information

2026-2027 Teachers and SSPs Salary, Benefits, and Other Compensation, Memorandum of Understanding

The District and the Association have reached these agreements regarding changes to base salary, benefits, and Additional Compensation for the 2026-2027 school year, including but not limited to the following:

1. Effective August 1, 2026, all Teachers and SSP employees shall advance one (1) step on the Salary Schedule (see below) from their previous step in the 2025-2026 school year. Any teacher or SSP employee whose step does not include an increase in salary (i.e. employees at the maximum step and beyond for their lane) shall receive an additional 1.0% of the base salary as reflected in the schedule below as a one-time, non-recurring salary adjustment to be paid out monthly in equal installments from August 2026 to July 2027.

2. Horizontal Advancement requests will not be granted for the 2026-2027 school year, except in the case of attaining a degree (i.e. master's or doctorate degree). Once these horizontal advancement requests reach a cost of $400,000, including PERA and Medicare, no more horizontal advancement requests will be granted.

3. Student Achievement Incentive Plans (SAIP) shall continue to be implemented as written in Policy 4141 for any teacher or SSP employee who completed a SAIP in the 2025-2026 school year. The SAIP program shall sunset at the end of the 2026-2027 school year. The SSIP committee will suspend implementation of the Student Success Initiatives Plan program until further review can determine its effectiveness and impact. In consideration of the costs associated with the compensation plan outlined in #1 above, it is agreed that the budget for SAIP shall be reduced by $1M. Upon the sunset of the SAIP program, $2.7M previously budgeted for this program shall be reallocated during 2026-2027 negotiations.

4. Special Consideration Pay shall be paid at the rate of $20/hour, which will also be reflected in a reduction of Curriculum Day pay to $160/day (i.e. $20/hour).

5. Eligibility to participate in the Professional Growth Pathways program in the 2026-2027 school year will be limited to only those teachers and SSP employees who were eligible to participate in the PGP program in the 2025-2026 school year.

6. The District and the Association agree to convene, as soon as possible, an Insurance Benefits Committee to conduct a comprehensive review of the district's insurance benefits offerings to understand the district's benefits philosophy and to explore options to reduce the cost of health insurance benefits in the future.

7. The District and the Association agree to reconvene, as early as August, the Compensation Committee, comprised of equal representation from both parties, to conduct a market study of Policy 4142 Supplementary Pay, specifically Schedule A; to examine actual enrollment and actual costs of additional compensation like PGP and SAIP; to analyze the effect of attrition on compensation estimates; and, to study options to contain the growing costs of horizontal advancement.

8. If anticipated state or federal funds are significantly reduced in the 2026-2027 school year, the Board of Education could trigger a "fiscal exigency" as defined in Policy 4160 which would render this MOU null and void pending further negotiations between the District and the Association.

DEFENDING EDUCATION

2026-2027 Teacher Salary Schedule

STEP	BA	BA+30	MA	MA+30	MA+60	MA+90	PHD
1	$62,000	$64,267	$69,677	$74,600	$79,522	$84,446	$90,396
2	$62,753	$65,349	$70,758	$75,682	$80,604	$85,528	$91,478
3	$63,835	$66,431	$71,841	$76,764	$81,687	$86,610	$92,561
4	$64,916	$67,513	$72,923	$77,846	$82,769	$87,691	$93,642
5	$65,998	$68,595	$74,005	$78,928	$83,850	$88,773	$94,724
6	$67,080	$69,677	$75,086	$80,010	$84,932	$89,856	$95,806
7	$69,437	$72,021	$77,404	$82,303	$87,201	$92,100	$98,021
8	$72,129	$74,713	$80,095	$84,995	$89,892	$94,792	$100,712
9	$74,820	$77,404	$82,787	$87,686	$92,584	$97,483	$103,403
10	$77,512	$80,095	$85,478	$90,378	$95,275	$100,174	$106,095
11	$80,203	$82,787	$88,170	$93,069	$97,966	$102,866	$108,786
12	$83,723	$85,478	$90,861	$95,760	$100,658	$105,557	$111,478
13	$83,723	$89,051	$93,552	$98,452	$103,349	$108,249	$114,169
14	$83,723	$89,051	$96,244	$101,143	$106,041	$110,940	$116,860
15	$83,723	$89,051	$99,925	$103,835	$108,732	$113,631	$119,552
16	$83,723	$89,051	$99,925	$107,591	$112,538	$117,486	$122,243
17+	$83,723	$89,051	$99,925	$107,591	$112,538	$117,486	$126,184

Created: May 7, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

DEFENDING EDUCATION

Salary, Policy 4141

A. 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.

B. 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.

1. 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.
2. The compensation program should recognize the training a staff member received before employment and subsequent thereto.
3. The compensation program should recognize the experience a staff member received before employment and subsequent thereto. Teachers will be paid according to the Teachers Salary Schedule.

C. Initial Salary Placement - Experience Credit

1. The Human Resources Department will recognize verified previous teaching experience and the teacher will advance one (1) vertical step on the Salary Schedule for each year of recognized service, up to a maximum of six (6) steps as specified below, provided the teaching experience meets at least one of the following conditions (a or b):
   a. If the experience is in a public school the following applies:
      i. The teaching experience must have occurred while the teacher held a valid teaching certificate/license issued by that state,
      ii. and the teaching experience must have been while under contract and the teacher was paid on the official Salary Schedule for certificated/licensed personnel of the District,
      iii. and the teacher must have:
         a.) Worked at least a fifty percent (50%) contract, and
         b.) worked four (4) or more hours per day for ninety (90) days or more, or
         c.) worked an equivalent amount of time (360 hours) on a block or alternative schedule.

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

   b. If the experience is in non-public schools, the following applies:
      i. The qualifying professional work experience (private, public, educational) must have occurred after the date that the employee was conferred with the minimum degree required by the Cherry Creek School District for employment as a teacher, and;

DEFENDING EDUCATION

ii. the experience was in a school setting for a period of six (6) months or more of full-time teaching experience during a twelve (12) month period.

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

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

i. Experience as a substitute teacher, student teacher, internship, teaching at the college or university level, teaching at a daycare/early childhood education center, and/or any continuing training program will not count as recognized previous teaching experience for initial placement or vertical step movement on the Salary Schedule.

2. For teachers in their first year of employment with the District (either initial employment or after severance of at least ninety (90) days in the previous contract year), initial Salary Schedule placement will recognize verified prior teaching experience up to six (6) years, i.e., placement up to step seven (7) on the Salary Schedule in the appropriate educational column.

In identified "hard-to-fill" positions in the District, teachers with experience beyond the six years allowed in this section may be hired and given credit for up to eleven (11) years of experience (as outlined in 4141) [i.e., initial placement up to step twelve (12) on the Schedule]. In addition, in identified "extremely hard-to-fill" positions in the District, teachers with experience beyond the six years allowed in this section may be hired and given credit for up to thirteen (13) years of experience (as outlined in 4141) [i.e., initial placement up to step 14 (fourteen) on the Schedule]. All teachers hired in any given school year for such "hard-to-fill" (or "extremely hard-to-fill") positions shall be given full credit for their prior experience up to eleven (11) years (or thirteen (13) years, respectively) if any other new hire in such position in that school year is given credit beyond the normal six (6) years of experience credit provided in this policy.

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

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

Additionally, not later than September 1 of each school year and the first of each month thereafter if such hiring is applicable, the District shall provide to the Association, in writing, a list of the names, position/assignment, building/facility, and cell placement for each person hired under this provision.

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

a. Undergraduate courses qualify for horizontal advancement, but only if they are taken and approved after the individual has been contracted by the District. An EdS degree will be considered a master's degree for the purposes of placement unless the EdS was earned subsequent to earning a master's degree.

b. Any credits submitted from Idaho State University's Albion Center for Professional Development must be completed no later than the Summer 2025 semester to be eligible for placement in the appropriate educational column. Such courses *completed* after the Summer 2025 semester will not be accepted.

c. Returning Former Teachers:
   i. If a teacher resigns from the District and is re-employed at any time within four (4) school years, the teacher will be given full credit for previous in-District experience and full credit for out-of-district experience up to the limits of this policy and commensurate with the teacher's educational attainment.
   ii. Once a teacher assumes a new position within the District that is no longer paid on the licensed Salary Schedule, the teacher will not be given credit for those years of service if they return to a licensed position. However, if they return to a position paid on the licensed Salary Schedule at any time with no break in service with the District, the teacher will return to their original step and lane on the Salary Schedule.

D. Vertical Movement on the Salary Schedule
1. Upon the teacher's completion of each successful year of teaching experience in the District, the District will grant one (1) step of vertical movement on the Salary Schedule. Vertical increases are not automatic, but are awarded on the basis of successful experience only for each school year as interpreted, evaluated, and administered by the Office of the Superintendent.
2. A teacher who was employed as defined in Policy 4135 will advance on the Salary Schedule one (1) vertical step provided the teacher meets the following conditions:
   a. Worked at least a fifty percent (50%) contract, and
   b. worked four (4) or more hours per day for ninety (90) days or more, or;
   c. worked an equivalent amount of time (360 hours) on a block or alternative schedule.
3. Paid leave, sick leave or general leave will be considered as time worked for the provisions of this policy. Unpaid leave will not count towards meeting the time requirements outlined above.

E. Horizontal Movement on Schedule
For the 2026-2027 School Year Refer to the Compensation MOU for limitations to Horizontal Movement
1. Credit for contact hours or college credits, upon approval by the appropriate department supervisor, will be submitted to Human Resources for horizontal advancement on the salary schedule. Changes in salary will be effective on the first day of the month after the forms and documentation, complete and in good order, were received in the Office of Human Resources. (Note: requests made on/after May 1 when the school year ends prior to June 1, the "following month" would not occur until the first contracted day of the subsequent school year.) Contact hours or college credit must be accumulated in an amount that equates to advancement on the salary schedule before being submitted to Human Resources.
2. Undergraduate courses qualify for horizontal advancement but only if they are taken and approved after the individual has been contracted by the District. An EdS degree will be considered a master's degree for the purposes of Horizontal Advancement unless the EdS was earned subsequent to earning a master's degree.
3. Effective August 1, 2023, all teachers shall be limited to move no more than one (1) lane (or two lanes if one of them is attainment of a degree) in a school year.

DEFENDING EDUCATION

4. Any credits submitted for horizontal advancement must be earned after the date of the most advanced degree. Conversion to semester hours, as recognized on the schedule, is in accordance with the table below:
    a. One (1) semester hour = fifteen (15) contact hours
    b. One (1) CDE equivalent to a semester hour = fifteen (15) contact hours

4. Refer to Policy 4130, Professional Growth, for additional parameters and information regarding horizontal movement on the salary schedule.

F. 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. Salary changed by horizontal advancement is calculated based on contract days worked. Horizontal advancement requests effective after the last contracted work day of the school year will be approved for a salary change on the first day of the following contract year.

G. Pay Cycles: all teachers will be paid from August through July in twelve (12) monthly installments.

H. 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, they will receive an extended contract as outlined in this policy.

I. Extended Days

1. When a licensed employee assumes an extended 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 upon prior to the commencement of the extended days.

   Payment will be computed utilizing the individual per diem for those days. However, it is understood that the agreement applies to the completion of the extended responsibilities, and is not limited to the specified days.
2. Reimbursement for extension of contract may be made in reduced time requirements, as well as, or in addition to, other forms of financial consideration.
3. Budget questions will be important in determining the number of extended days that can be offered; however, the needs of the program and the professional skill a person can bring to the situation should be the determining factor - not per diem rate.
4. The services of the recognized employee negotiation agent must be solicited at times when agreement concerning compensation does not exist.

J. Compensation for Differentiated Roles

The Cherry Creek Board of Education believes:

1. That differentiated staff is a necessary and beneficial way of bringing about desired program improvement.
2. That differentiated staffing plans should continue to be developed and approved by the staff of each individual building unit.
3. That these plans should not:
    a. Adversely affect the employment status of staff members.
    b. Adversely affect the single salary schedule concept for those performing like tasks and responsibilities currently on such schedules.

DEFENDING EDUCATION

c. 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.

K. Curriculum Development
Compensation for curriculum development during the 2025-2026 school year will be $200.00 per day.

L. Special Consideration Pay
Additional pay will be approved for additional responsibilities which exceed the normal job requirement(s) and work hours with pre-approval from the Office of Human Resources.

M. Environmental Education Overnight Supervision
Teachers will be paid $200 per night to supervise students on environmental education overnight trips, which are part of the core curriculum.

N. Mentor Teachers
A teacher appointed to serve as an in-building mentor to an experienced teacher who may be new to the building and/or District will be paid $500.00 provided the teacher has completed the District course on mentoring. Teachers who have not completed the District course on mentoring will be paid $350.00. These payments will be made in June in a lump sum and will cover all additional responsibilities connected with the activity of an in-building mentor.

O. Travel Pay
Any classroom teachers who travel on a daily basis between two buildings that are not part of the same campus, and do not have a reduced teaching load, shall be compensated in the amount of an additional 6.25% of their per diem rate for all days on which they are assigned to teaching responsibilities at both sites. This section shall not apply to itinerant teachers and other teachers (i.e., deans) who have greater flexibility in scheduling the times they meet students than do classroom teachers. It also does not apply to teachers who are assigned to two or more buildings but who work in those buildings on different days rather than on each day. Such payment shall be in addition to the normal mileage rate paid by the District under Policy 4010.

P. Payment for National Board for Professional Teaching Standards (NBPTS) Certification
Effective July 1, 2001, any teacher who has achieved National Board for Professional Teaching Standards certification will receive an additional five percent (5%) of their salary (salary cell plus, if applicable, experience credit) upon submitting appropriate documentation (certificate or letter from the NBPTS Board) to the principal and the Chief Human Resources Officer. This payment shall continue so long as the teacher holds National Board for Professional Teaching Standards certification.

Teachers gaining this certification after July 1, 2016 will be paid a one-time stipend of $1,000 during the semester of the school year in which proof of certification is submitted to the Office of Human Resources. The stipend will not apply to any subsequent certification renewal(s). For a complete set of procedural requirements refer to Administrative Procedure 4141.2.

1. The teacher is responsible for providing appropriate documentation of initial certification in addition to any and all subsequent renewals. Change of status and/or continuation of status will be effective on the first day of the month after the forms and documentation were received complete and in good order

DEFENDING EDUCATION

in the Office of Human Resources. The payment shall continue so long as the teacher holds the certification.

2. The District and the Association shall jointly agree upon the forms which implement the payment for the National Board for Professional Teaching Standards certification.

Q. Compensation for Additional Responsibilities and Maximum Salary

Effective as of the 2023-2024 school year, "Maximum Salary Increase" as outlined in Policy 4141.T.4 has been added into the base salary for all Teachers on the Salary Schedule. As of August 1, 2023, Teachers at the maximum will no longer see an additional line item in their paychecks for the additional 2% or $1197 because those amounts were added to the base salary.

R. Compensation for Substitution

Partial Days

1. A teacher who is directed to substitute for another class after a substitute request has gone unfilled will be compensated at the rate of $48 per hour based on the actual time covering the class (e.g. a 51-minute class period would be paid $40.80). All "Teachers of Record" must request a substitute through in-house coverage or via the online substitute system for any type of absence in order for the covering teacher/SSP employee to be compensated.
2. If two (2) or more teachers/SSP employees cover the class(es) of a colleague for whom there is no substitute, then each teacher/SSP employee shall be paid in accordance with (1) above, divided by the number of teachers/SSP employees who covered that class period or periods even if such coverage is concurrent with a regularly scheduled class of the substituting teacher.
3. All teachers at the secondary level or any teacher who is released from equivalent teaching duties and paid on the Salary Schedule regardless of assignment will be compensated up to the equivalent of two class periods (based on the school's schedule) for substituting according to the provisions of this section. All teachers at the elementary level paid on the Salary Schedule regardless of assignment will be compensated up to 6 hours for substituting according to the provisions of this section if they are reassigned from or in addition to the responsibilities of their regular assignment. Any teacher released from a classroom assignment who covers the class(es) of a colleague will not be compensated for more minutes than equivalent planning time minutes given to a classroom teacher in that building. This payment will be in addition to the teacher's per diem.

Full Day Substitution on Non-contracted Days

Full-time teachers/SSP employees who substitute on a day for which they are not contracted, will be paid at the curriculum rate for the first ten (10) days of substituting. If substituting in a position for more than ten (10) days, teachers/SSP employees will be paid at the short-term substituting rate from the first day of the assignment.

Revised: February 13, 2025
Adopted: June 9, 2025
Effective: August 1, 2025

S. Overloads

1. Extended assignments which produce an overload for a teacher should be drawn only in emergency cases and will be compensated on the basis of FTE. The instructional program may be impaired by this practice. Thus, efforts will be made to employ other licensed personnel to meet an overload situation.
2. When a teacher is directed to substitute for another teacher for more than ten (10) days, a temporary overload would be produced and will be compensated on the basis of FTE.

Compensation for Teachers at Maximum

T. Compensation for Teachers at Maximum
Since teaching as a career is recognized as a priority in the delivery of an outstanding educational program, and career teachers have much to offer in terms of expertise and experience, the following methods of compensation will be paid to teachers who have reached the maximum step in their column, on the teacher's Salary Schedule:

1. Student Achievement Incentive Plan (SAIP)
   a. The intended goal of the SAIP program is to increase student achievement within the District. The implementation of the SAIP plan will directly impact student achievement and will be beyond the scope of a regular assignment. SAIP activities may occur anytime during the teacher's workday when the teacher is not involved in regular contract compensated instruction.
   b. The SAIP plan should include one or more of the following:
      i. Involve students directly, or
      ii. provide training of staff members, or
      iii. focus programs on annual District and/or building or individual student achievement goals
   c. A teacher or group of teachers may apply for the Student Achievement Incentive Program and receive compensation the contractual year after the teacher(s) attainment of the maximum step in column BA+30 or greater.
   d. Plans may be designed at the building level in conjunction with the principal, and be made available for teachers to utilize as their plan in supporting District and/or building student achievement goals. This section in no way should limit the type of plan a teacher and a principal (or designee) may reach agreement upon. Teachers are encouraged to develop and implement creative and innovative plans to meet these goals in (1)(B) above.
   e. Compensation will be based on the educational level of the teacher as listed in the SAIP Payment Schedule below. Payment for completion of SAIP plans in the 2026-2027 school year will be based on a teacher's placement at the end of the 2022-2023 school year. Any teacher who completed a SAIP in the 2025-2026 school year will be eligible to submit a Plan A for SAIP in September 2026. Payments will be made according to the SAIP schedule below, based on the teacher's lane in July 2023.
   f. For a complete set of procedural guidelines refer to Administrative Procedure 4141.1
   g. The District and the Association shall jointly agree upon the forms which implement Student Achievement Incentive Plan (SAIP).

	BA+30	**MA**	**MA+15**	**MA+30**	**MA+45**	**MA+60**	**MA+75 OR DOCTORATE**
SY 2025-2026	$1,916	$2,473	$2,632	$2,792	$2,868	$2,943	$2,961

Student Achievement Incentive Plan (SAIP), Administrative Procedure 4141.1/4870.1

for Teachers and SSP Employees at Maximum

Employee's Name (Please Print)	Location/Work Site
Employee's Signature	Current Salary Code / Date

Statement of Intent:

The intended goal of the SAIP program is to increase student achievement within the District. An employee's SAIP plans may include one or more of the following to meet the goal of the SAIP program:

- involve students directly,
- provide training of staff members, or
- focus programs on annual District and/ or Building or individual student achievement goals.

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

1) Eligibility for the SAIP Program

1. An employee or group of employees paid on the teacher salary schedule may apply for the student achievement incentive program and receive compensation if they completed a SAIP in the 2025-2026 school year. Any eligible teacher or SSP employee must submit their SAIP Plan A by the September 15 deadline.
2. No teacher actively involved in the remediation process (as outlined in Policy 4170) while completing a Directed Improvement Plan or a Remediation Plan will be allowed to work on the required hours for their SAIP. If/when the teacher has been released from the remediation process, they can resume working on the SAIP and attempt to fulfill the requirements for completion in that school year.
3. A teacher must reapply each year for this student achievement incentive compensation.

2) Procedural Guidelines For SAIP Program

i. Each student achievement plan will be developed through mutual discussions between the principal (or designee) and the teacher and finalized by mutual agreement.

ii. Teachers are encouraged to develop and implement creative and innovative plans to meet goals of the SAIP program to improve student achievement.

iii. The plan will include criteria for assessment of its completion. Based on those criteria, a final assessment will be completed by the teacher and presented to the principal (or designee).

DEFENDING EDUCATION

iv. The deadline for submitting the SAIP application to the principal, or designee, will be August 30 for teachers in schools on a year-round calendar or September 15 for teachers on a single-track (i.e. traditional and transitional) calendar.

3) <u>SAIP Plan approval/appeals process</u>

A) Within thirty (30) calendar days of the teacher submitting their SAIP application, the teacher and principal (or designee) will meet, discuss and seek to mutually agree on the teacher's plan.

i. The above timeline maybe extended by mutual agreement.

ii. If mutual agreement about the plan cannot be reached after additional attempts at resolution, either party may appeal in writing to the principal's supervisor.

iii. Within five (5) days after the parties were unable to reach mutual agreement, the teacher and the principal (or designee) will state in writing the reasons for their disagreement and submit the documentation to the principal's supervisor.

iv. The principal's supervisor shall render a written decision within fifteen (15) days. A copy of the written decision will to be given to both parties.

a. For any plan proceeding through the appeals process the deadline for the submission will be extended.

b. When the principal and teacher have agreed to a student achievement incentive plan, a copy of the plan will be submitted to the Office of Human Resources and to the Association by the principal and teacher respectively.

B) The plan may be revised during the school year by mutual agreement. A teacher will be ensured the right to withdraw the student achievement incentive application during the year if desired.

4) <u>SAIP Plan Compensation</u>

i. The teacher will be compensated at the educational level at the time of application in accordance with Policy 4141 (P) (1).

ii. The teacher will receive a one-time lump sum payment for completing the SAIP plan in their June paycheck.

5) <u>Submitting the completed plan</u>

i. On or before June 1, the teacher will complete and submit to the principal (or designee) a final evaluation of their SAIP plan.

ii. The principal (or designee) will review the submitted summary and plan documentation. After completing the review, the principal (or designee) will recommend to the Office of Human Resources that the teacher receive payment as outlined above if the plan was completed.

Revised: April 30, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

DEFENDING EDUCATION

2. Special Professional Growth Plan or the "105% plan"

The Special Professional Growth Plan has been discontinued and replaced by the Professional Growth Pathways program, as outlined below. Any teacher who successfully completed a Special Professional Growth Plan from 2020 through 2023 and was unable to initiate a subsequent plan at that time shall continue to receive their additional 5% for the remainder of the agreed-upon three (3) years.

3. Professional Growth Pathways

a. Eligibility

i. Teachers shall become eligible to participate in the Professional Growth Pathways (PGP) program once they have reached Step 16 in the MA+30 column or greater.

ii. Teachers who previously completed a Special Professional Growth Plan (i.e. the 105% plan) and are receiving payments for completion shall become eligible to initiate a Professional Growth Pathways plan at the beginning of the school year prior to the subsequent school year in which their payments will end. (e.g. If a teacher is scheduled to receive an additional 5% through January 2025, they would begin participating in a PGP in the 2023-2024 school year to ensure continuous payment.)

iii. No teacher actively involved in the remediation process (as outlined in Policy 4170) while completing a Directed Improvement Plan or a Remediation Plan will be allowed to work on the required hours for their PGP. If/when the teacher has been released from the remediation process, they can resume working on the PGP and attempt to fulfill the requirements for completion in that school year.

b. Pathway Components

i. To initiate the plan, each teacher will select a pathway for professional growth in one of the following areas: District Leadership, School/Department Leadership, Classroom Leadership, or Student-Focused Leadership. Each teacher will create a goal and plan for pursuing their own growth in their chosen pathway.

ii. The Professional Growth Pathway is organized into three (3) phases, which will typically be completed in three (3) corresponding years. In the first phase, teachers will pursue meaningful professional growth by participating in chosen learning activities. In the second and third phases, teachers will apply their learning through implementation, reflection and potential further learning within the realm of their position and pathway.

c. Plan Approval Process

i. Each teacher participating in any phase of the PGP may submit their intent to participate in August of the school year in which they become eligible.

ii. Requirements for successful participation and completion of the PGP will be developed and communicated by the PGP Design Team, comprised of teachers and SSP employees appointed by the Association and administrators appointed by the District. The PGP Design Team will be supervised by one (1) designee from Human Resources and one (1) designee from the Association. The number and composition of members on the PGP Design Team shall be agreed upon mutually by the District and Association based on the number of PGP participants in any given year.

DEFENDING EDUCATION

iii. Teachers will create an initial goal and plan for the year, provide a progress update in the middle of the year, and reflect in an end-of-year report as evidence of successful completion of the plan. Throughout the year, teacher-participants will communicate and document their progress with an assigned liaison from the PGP Design Team.

iv. Final approval of completion shall be determined by the PGP Design Team and communicated to teacher-participants in May of the same school year when that phase of the pathway was initiated.

d. Compensation

i. Upon successful completion and final approval of one (1) year of the PGP, the teacher shall be compensated $5,000 to be paid out as a lump sum in August of the same year in which the plan was completed. Teachers separating at the end of the 2025-2026 school year will be paid out as a lump sum in July.

Revised: May 9, 2025
Adopted: June 9, 2025
Effective: August 1, 2025

4. Maximum Salary Increase

Additionally, effective January 1, 2005, teachers who are on the twentieth step (or more) on the Cherry Creek Teachers Salary Schedule will receive an additional experience recognition payment of $174.00 per month ($2,088 annual total). Teachers who were on steps 20 and above who received the $174 per month as Supplemental Benefit Pay in June 2020 will continue to receive that pay until their separation from the District.

5. Longevity Schedule

A teacher becomes eligible after being employed by the District in a full-time benefit-eligible position for eighteen (18) consecutive years. Beginning in the nineteenth (19th) consecutive year of service, the teacher shall receive longevity pay according to the schedule shown below to be paid in a lump sum the month of their anniversary date.

Longevity Schedule

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

U. Additional Provisions

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

DEFENDING EDUCATION

3. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
4. Any additions, deletions, or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.
5. Neither the recognized Association nor the Board can refuse to renegotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teacher's annual contract year.
6. In the event of a reduction of school funds, the Board must, by law, adopt a Salary Schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations must be reactivated on economic matters related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: April 30, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

Career & Technical Education Teachers, *Policy 4141.4*

1. New Hires
   Effective August 1, 2021, teachers hired to teach Career & Technical Education courses, or to teach in a department which teaches Career & Technical Education courses, must have a Career & Technical Education Endorsement and a general teacher license or CTE Authorization.

   The Career & Technical Education Endorsement must be kept current and valid for the teacher to maintain their teaching position in the District. In addition, all teachers hired with a CTE Authorization will be required to move from an initial CTE Authorization to a CTE Professional Authorization within three (3) years of hire.

2. Initial Salary Placement - Work Experience Credit
   A. For the purposes of this policy, work experience is defined as the paid occupational experience in the area that the CTE Authorization is being applied. Specific requirement for hours are dependent on the CTE Pathway selected.

      CTE Authorization applicants with less than a Bachelor's degree are required to document four thousand (4,000) hours of work experience in the dependent CTE pathway and the work experience must align with the dependent CTE pathway.

      Career & Technical Education Authorization with less than a Bachelor's Degree:
      1. Beginning with the 2012 – 2013 SY, teachers hired with a CTE Authorization who do not have a Bachelor's Degree will be placed on the teacher salary schedule.
      2. No experience credit will be allowed for the first four thousand (4,000) hours of work experience that is required for the Career & Technical Education Endorsement.
      3. Effective July 1, 2009, the Human Resources Department will recognize verified previous work experience and the CTE teacher will advance one vertical step on the salary schedule for each year of recognized work experience, up to a maximum of five (5) steps, and/or for each year of teaching experience, up to a maximum of four (4) steps, provided the following conditions are met:

i. The CTE teacher must have worked as a full-time employee in a paid position aligned with their dependent CTE pathway, and
ii. The CTE teacher must have worked at least one thousand two hundred fifty (1,250) hours per year.

4. A CTE teacher without a Bachelor's Degree will not be able to move horizontally on the salary schedule beyond the BA+30 column. Paid leave will be considered as time worked for the provisions of this policy. Unpaid leave will not count towards meeting the time requirements outlined above.

B. Career & Technical Education Authorization with at least a Bachelor's Degree:
CTE Authorization applicants with at least a Bachelor's degree are required to document two thousand (2,000) hours of work experience in the dependent CTE pathway.

1. The Human Resources Department will recognize verified previous work experience and the CTE teacher will advance one (1) vertical step on the salary schedule for each year of recognized work experience, up to a maximum of five (5) steps and/or for each year of teaching experience, up to a maximum of five (5) steps, provided the following conditions are met:
   i. The CTE teacher's work experience is beyond the initial two thousand (2,000) hours of work experience that is required for the Career & Technical Education Endorsement, and
   ii. The CTE teacher must have worked as a full-time employee in a paid position aligned with their dependent CTE pathway, and
   iii. The CTE teacher must have worked at least one thousand two hundred fifty (1,250) hours per year.

C. Initial or Professional Career & Technical Education Endorsement with a general teacher license:
The Human Resources Department will recognize verified previous work experience and the CTE teacher will advance one (1) vertical step on the salary schedule for each year of recognized work experience and/or teaching experience, up to a maximum of ten (10) steps in a "hard-to-fill" CTE pathway or twelve (12) steps in an "extremely hard-to-fill" CTE pathway, provided the conditions as outlined in section (2)(B) above are met.

3. <u>Extra Compensation for Teaching Career & Technical Education Courses</u>
   A. Special Consideration Pay up to $500.00 each year shall be considered remuneration for maintaining Career & Technical Education programming in compliance with District and Colorado Community College System (CCCS) requirements.
   B. An additional responsibility stipend of $200.00 per class section/period of a semester-long Concurrent Enrollment or Dual Enrollment course shall be paid to any teacher of such course each year.
4. <u>Maintenance of Standards</u>
   Any CTE teacher hired before July 1, 2012 will not be reduced in compensation as a result of the changes to Policy 4141.4 starting July 1, 2012.

Revised: April 25, 2024
Adopted: June 10, 2024
Effective: August, 1, 2024

DEFENDING EDUCATION

Professional Growth, *Policy 4130*

Teachers are encouraged to seek opportunities that support professional growth and teacher efficacy while meeting 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.

Pre-approved activities for professional growth 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. Procedures for Seeking Approval of Professional Growth Credits
   A. All professional growth activities must be consistent with section three (3) of this policy, Activities for Horizontal Advancement Credit, below.
      1. A college or university notification of course completion will serve as verification; however, no change of status will be approved by the Board of Education until a copy of the transcripts for college/university course work consistent with the teacher's professional growth, or appropriate documentation for other activities from the Office of Professional Learning, are received by the Office of Human Resources. Original copies of the documentation listed above may be requested by the District; therefore, the teacher should keep the original documents.
      2. A certificate of hours completed that includes an official Colorado Department of Education (CDE) seal or is issued by a recognized BOCES shall also serve as verification for horizontal advancement once received by the Office of Human Resources.
      3. Changes in salary due to Horizontal Advancement will be effective on the first day of the following month in which the forms and documentation complete and in good order were received in the Office of Human Resources. (Note: requests made on/after May 1 when the school year ends prior to June 1, the "following month" would not occur until the first contracted day of the subsequent school year.)
      4. Completed activities will be promptly approved or disapproved by the supervisor and will be forwarded to the Office of Human Resources.

   B. A teacher will submit the Request for Horizontal Advancement to the Office of Human Resources. An overview of the process, including appropriate contacts, is located at: https://backyard.cherrycreekschools.org/Departments/HumanResources/Pages/Horizontal-Advancement.aspx

Horizontal Advancement

2. Horizontal Advancement
   A. All contact hours used for horizontal advancement credit must be earned outside a teacher's contracted time, unless approved by the Office of Professional Learning.
   B. Conversion to semester hours, as recognized on the schedule, is in accordance with the table below:
      a) One (1) semester hour = fifteen (15) contact hours
      b) One (1) CDE equivalent to a semester hour = fifteen (15) contact hours
   C. Effective August 1, 2023, all teachers shall be limited to move no more than one (1) lane (or two lanes if one of them is attainment of a degree) in a school year.
3. Activities for Horizontal Advancement Credit
   A. College/University Course Work: Both graduate and undergraduate courses should be consistent with the teacher's approved professional growth.

Activity	Rules	Horizontal Advancement Credit
College/ University Course Work	The college or university credit must be from a Colorado Department of Education accepted institution of higher education recognized by a regional accreditation association. The list of accepted accreditation associations can be found on the CDE website. Prior approval by the Office of Professional Learning is required before college or university credit will be accepted from an international institution of higher education. The teacher will be notified within ten (10) working days as to the outcome of the request for approval. **As of August 1, 2025, credits submitted from Idaho State University's Albion Center for Professional Development must be completed no later than the Summer 2025 semester to be eligible for horizontal advancement. Such courses *completed* after the Summer 2025 semester will no longer be accepted.	As awarded by the institution.

B. District-Sponsored Activities

Activity	Rules	Horizontal Advancement Credit
Workshops and courses	Workshops and/or courses designated by the District that align with the Core Values and Strategic Plan Workshops and/or courses developed by and/or delivered by educators in the District that have been approved by the Collaborative Council for Professional Learning	As determined by the Office of Professional Learning, one (1) semester hour credit for each fifteen (15) hours of instruction and/or participation and approximately an equal time in outside work.

C. External Professional Development

1. For Professional Development activities offered outside the District that are NOT verified by a CDE-approved seal or offered through a recognized BOCES, teachers must complete a Proposal for Professional Development Experience Form to be approved by the Office of Professional Learning in advance.
2. A follow-up report must be submitted to the Office of Professional Learning within the required number of days after completion of the activity as established by the Office of Professional Learning.

Activity	Rules	Horizontal Advancement Credit
Professional Development	These professional development activities could provide for visitation of educational programs or other learning outside the state and/or the country which encourage or stimulate ideas for improvement of our educational program. Professional development activities must satisfy all of the following criteria: Provides for an individual experience or activity that has as its goal the improvement of instruction. • Demonstrates direct teaching assignment or grade level application. Professional Development opportunities offered through the Colorado Department of Education (CDE) that are verified with a certificate that includes an official CDE seal or courses sponsored by a recognized BOCES will be approved.	One (1) semester hour credit for each fifteen (15) hours of instruction and/or participation and approximately an equal time in outside work.

DEFENDING EDUCATION

D. Association-Sponsored Activities

Activity	Rules	Horizontal Advancement Credit
Professional Development offered by or in conjunction with the Association	The District and the Association through the Collaborative Council for Professional Learning will determine the criteria for professional development activities and/or courses offered through the Association to be approved. The District and the Association will communicate the approved activities and courses (e.g., specific CoPilot courses or in-district workshops and classes offered by Association member-teachers).	One (1) semester hour credit for each fifteen (15) hours of instruction and/or participation and approximately an equal time in outside work.

E. Supervision of a Student Teacher, Intern, or Resident Teacher

Activity	Rules	Horizontal Advancement Credit
Supervision of a Student Teacher, Intern, Resident Teacher	Supervision of a Student Teacher, Intern, or Resident Teacher must satisfy all of the following criteria: The supervision experience must involve a minimum of eight (8) weeks of full-time supervision or an equivalent amount of time for one (1) semester hour of credit. Up to two (2) credits per semester of supervision may be earned based on the time involved with supervision.	The designated official or the sponsoring institution and the principal or supervisor will verify the amount of time and that supervision was successfully completed on the appropriate verification form provided by the District.

4. Additional Provisions

A. The terms of this Policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
B. If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
C. Upon mutual agreement, this Policy may be renegotiated in whole or in part at any time during the life of this Policy.
D. Any additions, deletions, or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board of Education.
E. Neither the recognized Association nor the Board of Education can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.
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: January 16, 2025
Adopted: June 9, 2025
Effective August 1, 2025

DEFENDING EDUCATION

Peer-to-Peer Professional Support and Learning, *Memorandum of Understanding*

The District and the Association agree that professionals in education are committed to continuous improvement through professional learning and other opportunities for growth. Continuous improvement occurs when educators are supported, feel efficacious in their work, and are encouraged to pursue opportunities that align with the District's Core Values and the educator's professional goals. Both parties believe a professional learning model developed collaboratively should result in better instruction, increased support for students, and more effective leadership which will ensure improved learning for all students. As a result, both parties agree to the following:

1. Educator Support Liaison Position
   A. A new full-time, benefit-eligible position was established for the 2023-2024 school year and will continue to be funded 50% by the District and 50% by the Association.
   B. This position will be hired by a joint committee made up of equal representation from the District and the Association. Because the Association is supporting the position financially, priority will be given to current Association members.
   C. The employee hired for this position will be released from their original assignment for the purpose of fulfilling the duties including, but not limited to, the following:
      i. Serve as a liaison among all district departments and the Association
      ii. Serve on the Collaborative Council of Professional Learning, the RAiSE Leadership Team as a representative of the Association, and the Comprehensive Professional Learning Plan for certified employees committee in order to:
         a. Assess the needs of educators across the system to tailor programs that will meet their professional goals
         b. Provide support to educators across the system for the purpose of their own professional growth
         c. Ensure every educator has access to meaningful, relevant, and aligned professional learning opportunities
         d. Maintain the development and facilitation of low-cost and no-cost professional learning opportunities eligible for Horizontal Advancement credit under Policy 4130.
      iii. Mentor and support any educators placed on a Directed Improvement Plan
   D. This position will be evaluated jointly by a representative of the District and the Association using the Non-Teaching Licensed rubric.
2. Collaborative Council of Professional Learning
   A. The District and the Association shall convene a Collaborative Council of Professional Learning (CCPL) made up of equal representation from both parties. The Educator Support Liaison will also serve as an at-large member of the council.
   B. The CCPL will determine and develop criteria used to approve professional learning opportunities that align with the District's Core Values and the programming needs of varying grade levels, diverse student populations, and individual schools.
   C. The CCPL will support and monitor the development and implementation of comprehensive professional learning opportunities throughout the District.
   D. The CCPL will meet as needed based on mutual agreement between the District and the Association to assess progress and to make updates to the negotiations teams.

Revised: April 30, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

DEFENDING EDUCATION

Supplementary Pay, *Policy 4142*

1. **Supplementary Pay**
   On certification by the appropriate administrator of the employee's qualifications and assignments, and with the approval of the Superintendent or designee in Human Resources, supplementary pay for extra duties and responsibilities may be allowed in accordance with the Supplementary Pay Schedules approved by the Board given the following:

   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/or responsibility outside the regular teaching assignment.

   B. Individuals requesting the creation of any supplemental pay assignment on Schedule A shall be provided with the appropriate application form by the Athletics and Activities office. At the secondary schools, this form is submitted to the building level Activity or Athletic Director for action. At the elementary school, the form is submitted directly to the school administrator 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 Athletics and Activities office for final action. All assignments on Schedule B, known as Category XI activities, shall be approved at the building level. Any assignments created for Schedule C shall be negotiated by the District and Association.

   C. That if any portion of a teacher's supplemental duties coincides with the teaching assignment, a performance agreement between that teacher and the school administrator(s)involved will be developed to clearly specify duties, time commitments, evaluation standards and obligations to the regular teaching assignment.

   D. Coaches and/or sponsors paid on Schedule A are recognized for no more than five (5) years of previous experience, as verified by the school administrator or designee, in order to determine initial placement on the Supplementary Pay Schedule A. Each year of verifiable and comparable experience performing the extra duties and responsibilities of the supplemental pay assignment will equal one (1) year of experience.

   E. Experience under one supplemental pay position does not automatically transfer to another reassignment, but such experience may be evaluated for recognizing reasonable and appropriate years of experience.

   F. Those activities sanctioned or not sanctioned by the Colorado High School Activities Association (CHSAA) may be assumed and directed by qualified personnel who do not have a full teaching assignment. Efforts to hire certified and qualified personnel within the District must prevail. The District, after exhausting all attempts to secure a qualified district staff member, may seek an exemption from this guideline for a period not to exceed one year at a time. This provision is consistent with CHSAA Bylaws and the Colorado Department of Education.

   G. Due to the time requirements involved in both the teaching assignments and supervision of supplemental activity, a person may hold a maximum of four (4) assignments on Schedule A and/or Schedule B during one school year of which not more than three (3) may be from categories #1 through #6.
      1. Exceptions to the limitation above, regarding the maximum number of assignments an individual may hold, may be appealed directly to the Athletics and Activities office provided the building Principal or designee feels that it is necessary to meet the building's individual needs.

DEFENDING EDUCATION

2. The building Principal or designee must submit the request for the waiver at least one (1) month before the start of the activity.
3. Applications for such exceptions must be approved by the Director of Athletics and Activities.

2. 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) supplemental pay assignments on Schedule A and their job descriptions. Those job descriptions receiving the Committee's recommended approval will be forwarded to the Board of Education for action.
2. To consider for acceptance proposed new job descriptions for existing job titles after the proposed activity has been in operation a minimum of one semester (supplemental pay will not be retroactive).
3. To submit to the Board of Education for appropriate action any job title the committee approves with a category assignment and to review any requests made and/or to recommend to change the classification of existing job titles with their category assignments.
4. To examine the supplemental pay categories, pay factors and wording, and make appropriate recommendations. Every effort will be made to ensure that negotiated increases in Supplementary Pay are commensurate with the allocation of funds to cover those increases.
5. To 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 of Athletics and Activities or designee will be a nonvoting advisory member of the Committee.
6. To direct any decisions or determinations necessary for the implementation of supplementary pay to the Director of Athletics and Activities or designee and the President of the Association or designee, in the event the AAA Committee is unable to convene, who will work jointly to communicate changes to the AAA Committee and/or the negotiations committee.

B. The Director of Athletics and Activities or designee will convene the AAA Committee as needed each school year and/or when a request to change the category classification of a supplemental pay assignment on Schedule A is made.

C. For any new assignment on Schedule A, 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.

D. Payments for athletics and seasonal activities will be made at the conclusion of the regular season. Payments for year-long activities will be made in three installments throughout the year, typically in November, February, and April. Payments will be paid in full in the final month pending fulfillment of the entire activity as required by the performance contract.

E. If an individual agrees to a reduced percentage of a supplemental pay assignment, then a reduction in requirements of their duties will be proportionate to the reduction in pay.

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 or above 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.

DEFENDING EDUCATION

3. **Teachers' Supplementary Pay Schedule and Categories for Assigned Extra Duties and Responsibilities**
   The supplementary nominal stipend allowance for approved extra duties and responsibilities is established by multiplying the approved factor for a particular category by the established supplemental pay base.
4. **Assigned Factor and Base**
   The assigned factor up to the maximum listed in the appropriate schedule will be multiplied by either Base A ($40,000) or Base B ($36,000) for the 2025-2026 school year. Increases to the assigned bases should be commensurate with any negotiated increases to the Teachers Salary Schedule base pay (i.e. BA column, Step 1) when financially feasible.
5. **Guidelines for Category XI Activities**
   A Category XI activity is defined as a school-specific and/or site-based club or event that supports the interests of the students and community. Category XI activities may exist at multiple schools but are not required opportunities given the particular needs or desires of any one school community.

   Following are guidelines for making an initial application for a Category XI activity supplemental pay position(s):

   A. To receive supplemental pay, all the criteria of Policy 4142 must be followed.
      i. Each building principal or designee will be responsible for reviewing and approving a supplemental pay job description application.
      ii. The application must be submitted to the school administrator or designee by October 15 to receive consideration for payment for the first semester.
      iii. The application must be submitted to the school administrator or designee by February 15 to receive consideration for payment for the second semester.

   B. This initial application process needs to be completed only once during the existence of a job position. If a comparable job position already exists within the district, a new application will not be necessary. A list of approved Category XI activities and their requisite hours for extra duties performed by the adviser or sponsor will be made available to all employees at the beginning of each school year.

   C. Name(s) of staff member(s) filling this position, once approved, must be submitted annually to the Athletics and Activities office.

   D. The following criteria must be used by the principal or designee for evaluating new Category XI activities:
      i. Such duties and responsibilities for a full-time teacher are in addition to the teaching assignment for which normal preparation and performance are expected.
      ii. The activity must have functioned at least one (1) semester prior to submission. If accepted, pay is retroactive only to the beginning of the current school year.
      iii. There must be a minimum of <u>ten (10) students</u> engaged in the activity or the building principal or designee must submit a written justification for a smaller number to the Director of Athletics and Activities
      iv. The activity advisor must have a minimum meeting time with students in that school to ensure that the activity is appropriate.
      v. Category XI activities must be open and available to all students in that school for whom the activity is appropriate and which aligns with the strategic plan and goals of the Board of Education and the District.
      vi. The availability of this same/similar type of program in the school community will be a factor in consideration of a new job description.

DEFENDING EDUCATION

E. It is the responsibility of the school administrator in charge of submitting supplemental pay assignments in each building to ensure that the clubs are active and fulfilling the responsibilities as outlined in the Category XI activity (formerly known as interest club) job description. Once the school administrator or designee has approved a new Category XI activity, they shall forward the job description, club activities, and alignment with District guidelines to the Director of Athletics and Activities for the purpose of review and final approval for payment. New Category XI activities will be reviewed by the following: the appropriate district-level supervisor, the Office of Risk Management, and a designee of the Association. If the club has not functioned for three (3) consecutive years or it is determined the club does not meet District guidelines, the Category XI supplemental pay will not be approved, and the employee must re-apply for approval.

F. Schools will be allocated the following supplementary pay full-time equivalent (SP- FTE) to support Category XI supplemental pay assignments. A 1.0 SP-FTE for a Category XI activity will equate to twenty (20) hours of extra duties and responsibilities beyond the regular contract day. A principal and/or designee may prorate the SP-FTE based on the number of hours involved as long as the total SP-FTE for any school does not exceed the amount listed below. Working beyond the minimum hours listed for a particular Category XI activity will not result in additional compensation.

Type of School	Maximum Category XI SP-FTE
High Schools	27
Middle Schools	18
Elementary Schools	9

G. It is the responsibility of the school administrator in charge of approving and submitting supplemental pay assignments in each building to ensure that the amount of allocated SP-FTE does not exceed the maximums listed above in section F.

6. Guidelines for Other Additional Responsibilities Districtwide

A. Some additional responsibilities exist across the district but are not a part of Athletics and/or Activities and often include coordinating the needs of educators in addition to supporting the needs of students. These responsibilities are critical to the functioning of the district and must be performed by current district teachers and/or SSP employees. To ensure similar responsibilities are compensated equitably, these positions shall be paid according to the same schedule.

B. The principal or designee will determine what additional responsibilities must be fulfilled within their building and identify who is qualified for each position. Once approved by the Office of Human Resources, these additional positions shall be paid according to Schedule C.

DEFENDING EDUCATION

7. Schedule A for Athletics and Activities

CATEGORY	JOB TITLE	FACTOR	Base A (11+) ($40,000)	Base B (0-10) ($36,000)
1	High School Head Coach:			
	Football, Basketball, B/G Wrestling	0.15	6000	5400
2	High School Marching Band Director	0.14	5600	5040
3	A. High School Head Coach:			
	Track, Baseball, Swimming, Gymnastics, B/G Volleyball, Soccer, Field Hockey, Ice Hockey, Lacrosse, Softball, Cross Country, Tennis, Pom Pom (Max 2 seasons), Cheerleader (Max 2 seasons)			
	B. High School Newspaper Advisor	0.12	4800	4320
	C. High School Yearbook Advisor			
	D. High School Advisors: Drill Team			
	E. High School Student Government Advisor			
	F. Outdoor Adventure Director			
4	A. High School Head Coach: Golf, Flag Football			
	B. Each High School Assistant Coach:			
	Football, Basketball, Wrestling			
	C. High School Choral Director:			
	(Maximum of three factors)			
	D. High School Debate/Forensics Advisor:			
	(Maximum of two seasons)			
	E. High School Drama Director:	0.1	4000	3600
	(Minimum- one major production each semester- Maximum two seasons)			
	F. High School Musical Director			
	G. High School Theater Manager			
	H. Assistant High School Marching Band Director			
	I. High School Peer Leadership Coordinator			
	J. High School Band Director			
	K. High School Orchestra Director			
5	A. Each High School Assistant Coach:			
	Track, Baseball, Swimming, Gymnastics, Soccer, Lacrosse, B/G Volleyball, Field Hockey, Ice Hockey, Softball, Assistant Cheerleading (Max 2 seasons), Pom Pom (Max 2 seasons), Drill Team, Tennis, Cross Country	0.09	3600	3240
	B. High School Dance Show Director (Two Performances)			
	C. Assistant High School Band Director			
	D. eSports Head Coach (Max 2 seasons)			

DEFENDING EDUCATION

6	A. Each High School Assistant Coach: Golf, Flag Football			
	B. Middle School Band Director			
	Middle School Orchestra Director			
	C. High School Coach: Weight Training			
	D. High School Color Guard Advisor			
	E. High School Percussion Instructor	0.08	3200	2880
	F. Middle School Drama Director			
	(maximum of two seasons - major production each semester)			
	G. Middle School Choral Director (maximum of two positions)			
	H. Middle School Yearbook/Photography and/or assistant			
	(if one person does by him/herself .08; if two people share .05 and .03)			
7	A. High School Drama Technical Director (Maximum three productions)			
	B. Middle School Head Coach: Track, Basketball, Wrestling, Volleyball			
	C. High School Outdoor Adventure Sponsor	0.065	2600	2340
	(Max three seasons-Limit of six sponsors per season)			
	D. High School Sports Broadcasting/Streaming			
8	A. High School and Middle School Service Club Advisor			
	(Limit to two positions per season HS/MS; one position for elementary)			
	B. High School Pep Band Director (Max 2 seasons)			
	C. High School Jazz Band Director	0.05	2000	1800
	D. High School Peer Leadership Sponsor (Maximum of Six Positions)			
	E. High School/Middle School Assistant Drama Director			
	(Minimum- one major production each semester- Maximum two seasons)			
	F. High School Assistant Debate/Forensics			
	(Maximum two seasons)			
	G. Elementary Music Director (Maximum of Two Factors)			
	H. High School Unified Coordinator			
	I. High School, Middle School, and Elementary: Intramurals (Refer to Guidelines)			
	J. eSports Assistant Coach (Max 2 seasons)			
9	A. High School Class Advisor:			
	(Senior Class, Junior Class -Limit of two advisors for each class)			
	B. Winter High School Concession			
	C. High School/Middle School National Honor Society			
	D. Each Middle School Assistant Coach: All Sports			
	E.			
	F. High School/Middle School/Elementary School Literary Publication Advisor	0.035	1400	1260
	G. Middle School Student Government Advisor			
	H. Middle School Newspaper Advisor			
	I. High School Assistant Musical Director (max three positions)			

DEFENDING EDUCATION

	J. High School/Middle School Destination Imagination Coach (Maximum of three positions)			
	K. Elementary Destination Imagination Coach			
	(Maximum of four positions)			
10	A. Fall High School Concession			
	B. High School/Middle School/Elementary School Academic Activity Advisor	.030	1200	1080
	C. High School/Middle School/Elementary Destination Imagination Building Coordinator			
	(After building has a need for 3 DI Coaches)			
	D. High School Class Advisor: (Sophomore Class, Freshman Class)			
	(Limit of Two Advisors for Each Class)			
	E. Unified Coach			
	F. Elementary Student Government Advisor			

8. Schedule B for Category XI Activities

SCHEDULE B				
11	A. Category XI Activities (Interest Club) Sponsors	.025		900

9. Schedule C for Additional Responsibilities Districtwide

SCHEDULE C				
Department Chairs (incl. elementary SpEd)	0-6 FTE	.0375	1500	
	7-12 FTE	.075	3000	
	13-18 FTE	.1125	4500	
	*For each FTE above 18	.004375	175/FTE	
Middle School Tutorials	Each MS has 8 positions (1 AM and 1 PM x 4 days/week)	.0375	1500	
MS Athletics/ Activities Directors	Each MS 2 positions (1 Athletics, 1 Activities)	.065	2600	

DEFENDING EDUCATION

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.

E. 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.

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 must be reactivated on economic matters related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: April 30, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

Travel Reimbursement, *Policy 4010*

On the recommendation of the Superintendent, the Board of Education shall authorize the payment of travelling expenses. Payment at the official District rate per mile shall be made for any employee or member of the Board of Education while conducting official District business. Claims for payment shall be made in the manner prescribed by the Superintendent acting in accordance with established State funding requirements.
Adopted: January 10, 1983
Effective: January 1, 1983

Insurance, *Policy 4044*

1. Insurance

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

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

DEFENDING EDUCATION

2. **Insurance/Benefits Committee**
   The Cherry Creek School District and the Association as well as other employee groups maintain a District Insurance Committee to provide a mechanism to manage the District's Insurance plans for the benefit of all employees and the District. The Insurance Benefits Committee will be comprised of one representative from each employee group in the District. The committee shall meet annually to receive information from the District's Human Resources department on proposed changes to insurance and other benefits for the purpose of informing the bargaining teams. This committee will study and provide feedback to Human Resources on current and proposed benefit changes.

Revised: May 1, 2025
Adopted: June 9, 2025
Effective: August 1, 2025

Coordination and Collection of Insurance Premiums, *Administrative Procedure 4044.1*
for Employees on Unpaid Leave of Absence

To make certain that no lapse in insurance coverage occurs when any eligible District employee is on approved unpaid Leave of Absence, the following procedure should be followed:

A. Eligibility
   All employees who are eligible for the District's insurance program according to Board policy will be eligible according to the Insurance Master Policies to purchase health coverage while on Leave of Absence.
B. Enrollment
   To continue participation while on leave, an employee must notify the Benefits Office of desired coverage(s).
C. Premiums
   Premiums for employees on leave shall be the current rates in effect.
D. Premium Collection
   1. Premiums shall be paid on a monthly basis and shall be paid to the Benefits Office.
   2. Monthly billing statements will be sent to each employee who is on an approved unpaid leave of absence and who elects to continue their health coverage.

E. Termination of Coverage
   1. An employee on leave whose payment of premium is in arrears will be dropped from coverage and may not re-enroll without successfully completing the Insurance Master Policy requirements for re-enrollment.
   2. The death of the employee on leave will cause termination of all coverages.
   3. A voluntary withdrawal from participation in this plan shall terminate coverage for employees on leave.

Approved by Superintendent Robert D. Tschirki, June 24, 1998

DEFENDING EDUCATION

Insurance Benefits, Policy 4144

A. Insurance Equity for All
Cherry Creek Schools is committed to providing affordable and comprehensive health benefits to employees. Effective July 1, 2020, the District and negotiating groups have agreed to one shared cost rate system for full time employees (.6 FTE and above) regardless of step or employee classification.

This rate structure will also have part time (.5 FTE - .59 FTE) and dual employee options. The dual employee option is for full time employees whose spouse also works full time for the District. The shared cost rate structure will make the cost of coverage more equitable across employee groups.

B. District Healthcare Insurance Contributions
1. The District will continue to contribute to the insurance premiums for all eligible employees for the medical plans, dental, and vision. The District may offer other additional plans for employees such as healthcare reimbursement, dependent care reimbursement, supplemental life insurance, critical illness, accident, etc. The total funding provided by the District will not decrease from the amount provided in the 2020-2021 school year. The District will provide the Association with an annual accounting of the District contributions, employee contributions, and total cost of benefits for the bargaining unit.

2. Eligible employees will have the option of enrolling in a High-Deductible Health Plan (HDHP) and receiving dollars in the form of Health Savings Account contributions from the District. The District will fund the Health Savings Account contributions at the current level of $2000 for individuals per year/$4000 for family plans per year.

C. Supplemental Benefit Plan
Effective with the 2020-2021 school year, the Supplemental Benefit Plan will cease.

Some Supplemental Benefit Plan dollars had been re-directed to salary prior to the 2020-2021 school year. The $174 per month ($2,088/year) that was re-directed to salary for teachers on steps 1 - 3 remain included in the negotiated Salary Schedule. Teachers on steps 20 and above who received the $174 per month as Supplemental Benefit Pay will continue to receive that pay until their separation from the District.
Employees who were eligible for benefits during the 2005 – 2006 school year and continuously thereafter who received Benefit Cafeteria Cashback dollars as additional compensation during June 2020 shall receive this same amount of monthly cash back in additional monthly pay until their separation from the District.

D. Life Insurance
The District will provide at no cost, a District-approved group term life insurance plan of $75,000 for Teachers working a fifty percent (50%) or greater contract and who have been covered under the life insurance plan for thirty-seven consecutive months or more.

E. Long-Term Disability Insurance
The District will provide at no cost, District-approved long-term disability insurance for teachers working a 50% or greater contract.

DEFENDING EDUCATION

F. Additional Provisions
   1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
   2. If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
   3. Upon mutual agreement, this Policy may be renegotiated in whole or in part at any time during the life of this Policy.
   4. Any additions, deletions, or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adopted by the Board.
   5. Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teachers' annual contract year.
   6. In the event of a reduction of school funds, the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations will be reactivated on economic matters related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

Revised: April 30, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

Workers' Compensation, *Policy 4012*

As required by law, Cherry Creek School District carries Workers' Compensation insurance covering all employees of the District. Should an employee be injured while at work and the accident is within the scope and course of their employment, they are 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.

The Cherry Creek School District is self-insured through the Joint School Districts' Workers' Compensation Self Insurance Pool. An employee who sustains a work related injury or disease which is directly attributable to the employee's job, trade, occupation, or position may qualify for medical and/or wage loss benefits under the Colorado Workers' Compensation Act. Workers' Compensation claims are administered and adjusted by a third party administrator. The purpose of the procedures is to establish the required reporting, time lines, and forms to be used for the reporting and handling of Workers' Compensation accidents.
Proposed: May 12, 1980
Revised: April 25, 2024
Adopted: June 9, 1980

Leaves of Absence, *Policy 4151*

A. Paid Leave
   1. Provisions
      Cherry Creek School District will follow all rules and regulations as determined by the Colorado Healthy Families and Workplace Act.
      a. At the beginning of each school year, each teacher will be granted thirteen (13) days, or the prorated amount based on FTE, of paid leave. Each teacher shall accrue unused leave from year

to year of employment. Any teacher hired on or after July 1, 2012 shall have their accrued leave capped at one hundred (100) days. At the end of each school year, any days in excess of one hundred (100) shall be paid to the employee at the rate of $120 for every eight (8) hours of leave.

b. Leave is not intended for recreational use or to extend holidays or any breaks/vacations. Violations could result in docked day/s at the employee's per diem.
c. Every effort will be made by the teacher to notify the building principal at least 24 hours in advance of planned leave. Planned leave that extends more than 2 days will require prior notification to the principal which will include nature and duration of the leave. Every effort will be made by the teacher to secure a qualified substitute for the duration of the leave. Each teacher will be paid the normal rate of pay for the approved leaves.
d. When on leave of absence, 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.
e. 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.
f. The Sick Leave Bank procedures may allow a teacher to request and be granted days of leave for extended illness or disability in excess of the approved number of days allowed.
g. Teachers will be able to take leave in hourly increments when absent from work to care for themselves or a family member. Healthy Families and Workplace Act requires employers allow leave for the following reasons:
    1. A mental or physical illness, injury, or health condition that prevents the employee from working;
    2. Obtain a medical diagnosis, care, preventative care or treatment of a mental or physical illness, injury, or health condition;
    3. Care for a family member who has a mental or physical illness, injury, or health condition who needs to obtain a medical diagnosis, care, or treatment of that condition, or needs to obtain preventive care;
    4. Medical attention for the employee or employee's family member to recover from a mental or physical illness, injury, or health condition caused by domestic abuse, sexual assault, or criminal harassment;
    5. Obtain services from a victim services organization as a result of domestic abuse, sexual assault, or criminal harassment;
    6. Obtain mental health or other counseling as a result of domestic abuse, sexual assault, or criminal harassment;
    7. Seek relocation due to domestic abuse, sexual assault, or criminal harassment;
    8. Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or criminal harassment;
    9. To care for a child whose school or place of care has closed due to a public health emergency

2. Payment for Accumulated Paid Leave

a. <u>Eligibility Criteria</u>
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, benefit-eligible teacher (see Policy 4119.B.1.b and 4119.B.2.b) in a position requiring certification for no less than ten (10) 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 paid leave compensation application and has submitted it to the Board of Education.

b. Payment Options for Accumulated Paid Leave

1. For teachers who choose to resign by completing the Retirement Application and Agreement by the February 15 deadline, this payment will be based on the teacher's choice of one of the following options:
   ii. Option A: this payment will be equal to $105 multiplied by the retiree's number of accumulated days of paid leave.

   Or

   iii. Option B: compensation for paid leave days in excess of thirty-five (35) days shall be at the rate of one-half the employee's highest per diem rate during the last five (5) years of employment. Per-Diem rate includes the employee's rate of pay on the salary schedule plus compensation for Special Professional Growth or Professional Growth Pathways plan, if the employee is participating.
2. For teachers who resign but do not retire by completing the Retirement Application and Agreement by the February 15 deadline, this payment will be based on only Option A as outlined above.
3. Upon the death of a teacher on active status or on Board-approved leave, the district will pay the teacher's designated beneficiary for the teacher's accumulated paid leave according to Option A or B above whichever is greater in a lump sum at the time of their death.

c. Payment Schedule

Each teacher shall have the option to choose either a single lump sum payment or two equal payments. In no case shall payments for accumulated paid leave in excess of $25,000 be made in less than two years. Teachers that the District placed on unpaid leave as the result of displacement and who are accessing payments for their unused paid leave may choose to have payments made in less than two years for any amount not in excess of $50,000. In either case, the teacher may choose to have the maximum amount paid in the first year and the remaining amount paid in the second year.

The Accumulated Paid Leave Compensation Form will be completed by the Office of Human Resources and sent to the employee.

d. Death Provisions

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

DEFENDING EDUCATION

Types of Approved Leave

3. Types of Approved Leave

a. Jury Duty and Court Subpoena Leave
   1. Leave will be granted to teachers for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the teacher.
   2. Teachers should notify their immediate supervisor or principal and the Office of Human Resources of this leave as soon as possible prior to the date service must be rendered.
   3. Such leaves of absence will be granted with pay provided the teacher surrenders to the District any payment received for jury or witness fees, not including reimbursement for transportation expenses or meals.

b. Adoption, Childbirth, Fostering and Guardianship Leave
   1. An employee may use up to twelve (12) consecutive weeks of leave anytime within the first year of the birth or adoption of his/her/their child.
   2. An employee may use up to twelve (12) consecutive weeks of leave per school year for fostering or guardianship. This leave must be taken at the time the child(ren) is placed in the employee's care. Appropriate documentation must be provided to the Office of Human Resources.

c. Personal Leave

   Leave can be taken for personal use 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.**

d. Bereavement, Graduation, and Wedding Leave

   Leave will be granted to an employee to attend a funeral, graduation or wedding.

e. Religious Holidays

   A teacher may be absent, with pay, on a day identified by a religious body as a religious holiday, provided the religious body has established that in order to properly observe such religious holiday no work should be performed on such day and provided the employee is an active member of such religious body.

f. 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.

g. Military Leave
   1. 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.
   2. 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.
   3. 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.

DEFENDING EDUCATION

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

h. Attendance at Professional Conferences/Meetings
   1. All licensed personnel including the Superintendent, principals, and teachers will be encouraged to attend professionally recognized workshops and conferences, and to visit other schools of the district, State, and nation at district expense for the purpose of keeping abreast of current education practices.
   2. Building staffs and principals will be encouraged to provide funding from the decentralized budget for that purpose.

i. 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.

j. 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 their 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 their (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 their assigned building.

k. Assault and/or Battery Leave
   A teacher who is unable to perform his or her duties resulting from an assault and/or battery arising out of and incurred within the scope and course of, and in connection with, the performance of his or her assigned duties, and not as a result of his or her own negligence or disobedience of board policies or reasonable rules and regulations, shall be eligible to receive his or her full salary for the time he or she is temporarily absent from work as a result of the injury.

   For purposes of this policy, the following definitions shall apply:
   1. "Assault" means any willful attempt or threat to inflict injury upon another person when coupled with an apparent present ability to do so, and any intentional display of force which would give a person reason to fear or expect immediate bodily harm.
   2. "Battery" means the intentional and wrongful physical contact with a person, which may include an object, without his or her consent, which entails some bodily injury or offensive touching.

   The following conditions must be met before a teacher's full salary will be paid for assault and/or battery leave:
   1. The teacher's conduct was within the bounds of general standards of professional behavior, the teacher was acting within the scope and course of their employment, and the teacher was not negligent.
   2. The teacher must notify the building administrator or other appropriate administrator/supervisor as soon as possible of the occurrence and must complete a Workers' Compensation first report of injury.

OFFERDING EDUCATION

The district's obligation to pay a teacher's full salary under this policy for assault and/or battery leave shall terminate once the teacher has either been released to return to work or reaches maximum medical improvement as determined by the designated treating physician.

However, if the teacher has been released to return to work or reaches maximum medical improvement but still requires medical treatment for injuries caused by the assault and/or battery, the teacher will continue to receive normal salary for hours and/or days missed for such treatment until the treating physician has concluded that the injury caused by the assault and/or battery has terminated or up to six (6) calendar months from the date of the teacher's return to work or reaches maximum medical improvement, whichever is less. The Superintendent, or designee, may extend this time for receiving normal salary for treatment based on the teacher's written request for such extension. If the superintendent, or designee, does not offer such an extension, the written denial will include an explanation of the basis for the decision.

The termination of the district's obligation does not limit the right of the teacher to full payment of any permanent disability award granted to the teacher under the Workers' Compensation Act.

Extended Leaves

4. Extended Leaves

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 or designee.

a. A teacher whose leave does not exceed twelve (12) weeks, not including breaks, holidays, and off-track time (for 4-track teachers) will return to the same school and position provided:
   1. The exact days of leave are included in the leave application and approval;
   2. the return date is prior to the last four weeks of the school year;
   3. the returning teacher does not interfere with ongoing athletic season or other performance schedules in which the teacher is directly involved.

b. A teacher whose leave exceeds the above time will return only at the beginning of a semester, quarter, or other natural break in the school year. Every effort will be made to return the teacher to the same school.

   Except in cases of hardship, all teachers are expected to make application for leaves 30 calendar days prior to the commencement of the leave. All requests for approval will be made on the prescribed form. Teachers returning from such leave will be placed on the salary schedule at the step to which they would have been entitled prior to taking such leave based on service and paid leave completed prior to taking the unpaid leave. (See Policy 4141).

DEFENDING EDUCATION

1. **Extended Health (Medical) Leave**
   - A teacher who is disabled due to illness or injury may apply for an Extended Medical Leave by submitting a request for such leave together with a certificate from a licensed and recognized physician confirming the nature and extent of the disability due to illness or injury.
   - Requests for medical leave will be granted for up to one (1) year when the disability is established. Extension of leave beyond that time is at the discretion of the District.
   - A teacher on an Extended Medical Health Leave seeking an extension must submit a certificate from a licensed and recognized physician establishing the teacher's continuing disability.
   - A teacher seeking to return from a medical leave, including a leave for disability reasons, must submit a certificate from a licensed and recognized physician establishing the teacher's fitness to perform the duties of their position.
   - A teacher who is pregnant will be granted medical leave, due to pregnancy related disability, for any period of time when she is unable to perform the duties of her position. See Policy 4151 (Sick Leave Bank) for eligibility for paid sick leave. A teacher, who has recently delivered, may qualify for a Parenting Leave.
   - See District Policy GBGF regarding Family Medical Leave eligibility.
2. **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.
3. **Family Care Leave**
   Leave of absence, of up to one year, will be granted for the purpose of caring for a sick member of a teacher's immediate family or household, as defined in Leave Policy. The illness is subject to verification.
4. **Extended Leave under the provisions of the Family Medical Leave Act (FMLA)**
   Teachers covered by this policy may also be entitled to leaves by virtue of the federally enacted Family Medical Leave Act. While federal law allows the district to deny leave under certain circumstances to employees who are among the highest ten percent (10%) In compensation of district employees, the District shall not invoke the highest ten percent (10%) rule to deny leave under these provisions. Upon return from leave that is solely an FMLA Leave, the teacher shall be returned to the school and position or positions previously held. Teachers are encouraged to discuss the expected return from leave in advance and to make reasonable plans to return in a manner which least disrupts teaching and other activities. If the FMLA leave is extended by any other leave, the teacher shall be placed in accordance with the return from leave provisions in this policy.

DEFENDING EDUCATION

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 based on the period of service. The teacher will not receive more total experience credit than allowed under Policy 4141.
9. **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:
   - Leave will be granted for one and may be extended for one additional year.
10. 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.

Revised: April 30, 2026
Adopted: June 8, 2026
Effective: August 1, 2026

DEFENDING EDUCATION

Sick Leave Bank, *Policy 4151.2*

A. <u>Introduction</u>

The purpose of the Sick Leave Bank ("SLB") is to provide for limited income continuation in conjunction with other benefit plans in case of extended absences due to disability resulting from illness or injury, that renders the member incapable of working.

B. <u>Membership</u>

1. Initial Enrollment
   a. All employees whose pay is determined by the teachers' salary schedule (Teachers and SSPs) will be eligible to join the Sick Leave Bank.
   b. All new employees whose pay is determined by the teachers' salary schedule will be members of the Sick Leave Bank and will be assessed one (1) day of sick leave upon being hired.
2. Re-Enrollment
   Any eligible employees who wish to join the Sick Leave Bank after their first year of eligibility must contribute three (3) days upon joining. Such election may only be made once each year within thirty (30) contracted calendar days of the commencement of that employee's school year, using the appropriate forms. The three (3) required days of sick leave shall be contributed from their sick leave upon enrollment in the Sick Leave Bank.
3. Contributed Days
   Days contributed or assessed become part of the Sick Leave Bank and are deducted from the individual member's sick leave. The District will provide the Sick leave Bank Board ("SLBB") through its contact person with an updated list of members of the SLB once after the September payroll (but not later than the first Friday in October) and once after the January payroll (but not later than the first Friday in February). These lists will note the names and worksite of members dropped and/or added. If necessary, the SLB through its contact person may contact the District representative from the Office of Human Resources to the SLB to verify the membership of a SLB applicant.
4. Dropping Membership
   A member may terminate membership in the Sick Leave Bank by completing the required form, available online. However, the days contributed by the member may not be withdrawn.

C. <u>Sick Leave Bank Procedural Guidelines</u>

1. Governance
   Operation and administration of this Sick Leave Bank will be by the Sick Leave Bank Board. This board will consist of five (5) voting members appointed by the Association and one (1) nonvoting member from the Office of Human Resources. A minimum of three (3) voting members must be present in order to conduct business.

2. Operation & Administration
   a. Annually, CCEA and the SLBB will notify the Office of Human Resources of the name and contact information for a contact person for the SLBB.
   b. The SLBB will collect and manage data provided by CCSD related to sick leave bank requests and the granting of days.
   c. After receiving a request for days from the SLB, the SLBB will verify the employee's SLB membership and determine the appropriate number of days of leave the member will be eligible to receive. The District member from the Office of Human Resources will provide appropriate information to the Benefits Office.

DEFENDING EDUCATION

d. Questions and/or concerns related to the operation and administration of the SLB will be dealt with by the SLBB.
e. The minimum number of days in the bank will be five hundred (500).
f. Should the number of days available drop below the minimum, the Sick Leave Bank Board will take necessary action to raise the balance above the minimum. The Sick Leave Bank Board will have the authority to assess an additional day(s) from each member. Days will be assessed in increments of one (1) additional day of current or accumulated sick leave from each member.
    1. Inability to contribute, within a school year, will not prohibit an individual from being a member for the remainder of that school year unless the member affirmatively drops membership in the bank.
    2. Any members who were unable to contribute the assessed day(s) and who did not affirmatively drop membership in the bank will have the assessed day(s) deducted from their current or accumulated sick leave during the following school year.
    3. No new member of the sick leave bank shall have more than one (1) day deducted from their current / accumulated sick leave during the year they joined the sick leave bank.
g. If an assessment is deemed necessary, all members will be provided an opportunity to terminate their membership prior to the assessed day(s) being deducted from their sick leave.
h. The Board will publicize once each year a summary sick leave bank usage.
i. Any release time necessary for the Sick Leave Bank Board to complete their responsibilities will be deducted from the Association's leave as per Policy 4135.
j. If the Sick Leave Bank Board feels that the bank cannot be funded adequately with the present membership or a more suitable plan is found, the Sick Leave Bank Board can vote to terminate the bank.
    1. For twelve (12) months after termination of the sick leave bank without the establishment of an alternate plan, members will be allowed to utilize up to thirty (30) contract days of leave at a rate of pay equal to their per diem, less the cost of the substitute if all of their leave days are exhausted and they are on an extended absence due to disability resulting from illness or injury, that renders them incapable of working. This option ceases to be available whenever an alternate plan is adopted during the 12-month period.
    2. If the Sick Leave Bank is terminated, days remaining on the bank's records will be cancelled. Days will not be returned to members of the Sick Leave Bank.
k. The above listed procedures will be reviewed at least once each year.
l. The Sick Leave Bank will establish its own operating procedures within the above listed guidelines.

D. <u>Granting of Days</u>

The term "day" is defined as a full contractual workday. Days may be granted from the bank only after the member requesting leave bank days has used all their current and accumulated sick leave.

1. The first two (2) days of leave after the member has exhausted their own sick leave will not be covered by the bank.
2. At the member's request, the two (2) deduct days at <u>per diem</u> may be spread over two (2) pay periods.
3. Upon acceptance by the LTD carrier, the two (2) deduct days will be reimbursed to the member.
4. When a member becomes eligible to receive benefits from the district approved LTD program; the member will no longer be eligible to receive sick leave days from the bank. (Eligibility for LTD

begins sixty (60) calendar days from date of disability resulting from illness or injury that renders the member incapable of working.)

5. Days from the Sick Leave Bank will not be granted for the following:
   a. Non-contracted days for the member requesting days.
   b. Days beyond the school year in which the request for days is received (this provision may be waived by action of the Sick Leave Bank Board.)
   c. Days in which any compensation is available to the member from any other benefit plan.
6. Coincident with approval of days by the Sick Leave Bank Board, the approved number of days will be deducted from the bank.
7. All days granted from the bank, but not used by the member, will be restored to the bank.
8. The Board will consider requests for less than full days of disability when the following three (3) conditions are met:
   a. The partial days follow a period of full days of total disability verified by a physician's statement; and
   b. The member is engaged in a rehabilitation/recovery program directed by a licensed physician; and
   c. The member's supervisor and/or building principal approves a partial return to work.
9. Any and all information furnished to the SLBB will be kept confidential. To ensure confidentiality, each year the members of the Sick Leave Bank Board will sign confidentiality agreements. Any information provided will be used by the SLBB to determine eligibility for sick leave bank benefits and will be aggregated for distribution in an annual summary of sick leave bank usage to members of the SLB, and reasonable efforts will be made to ensure that the report does not include information that may identify individual applicants.
10. To ensure confidentiality, the SLBB will determine whether non-SLBB members may attend their meetings. Normally, meetings will be closed to ensure confidentiality of SLB members when the Board is discussing specific applications.

E. Maximums/Minimums

1. No more than forty-five (45) contractual days per diem may be granted to any member in any single contract year.
2. No more than two (2) deduct days per diem will be assessed any member in any single contract year.
3. If the balance of days in the Sick Leave Bank drops to five hundred (500) or below, members being granted days will continue to receive days.
4. All new applications to the Sick Leave Bank will be put on hold until the Board takes action to alleviate the situation. (E-3 above)
5. If the bank's balance should reach zero (0), all days will cease to be granted, as the bank cannot operate in a deficit.

F. Application Process

The term "day" is defined as a full contractual workday, days will be approved for extended illness and/or disability of a member only. Days will not be granted for a member to care for someone else who is ill or disabled.

The member must make application for use of days to the Sick Leave Bank Board any time prior to but within sixty (60) calendar days after the member returns to work. The Board will not consider applications submitted at a time outside these limits.

DEFENDING EDUCATION

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: April 25, 2024
Adopted: June 10, 2024
Effective: August 1, 2024

DEFENDING EDUCATION

General Information

Employee - Board of Education Relationships, *Policy 4002*

1. The Board of Education of the Cherry Creek School District is always accessible to employees and employee representatives of the District.
2. As a general rule, any topic necessitating official action should first be submitted to the Office of Human Resources before being placed on the agenda.

Revised: June 10, 2002
Adopted: June 10, 2002
Effective: July 1, 2002

Publication of Articles, *Policy 4003*

All staff members are encouraged to submit original articles for publication. Manuscripts dealing with programs of the Cherry Creek School District shall be reviewed and approved by the Superintendent.
Proposed: January 12, 1981
Adopted: February 9, 1981

Political Activities, *Policy 4006*

Except as provided in Colorado statute, no employee of the Cherry Creek School District shall use their position or the facilities of the District to promote political objectives. As a protection to the District from persons who may desire to use the schools for the purpose of disseminating political propaganda, no written materials shall be circulated or posted on school property without the approval of the building principal.

Copies of all materials referred to in the foregoing paragraph, receiving the approval of the building principal, shall be filed with the Superintendent of Schools.
Proposed: January 12, 1988
Adopted: February 9, 1988

Organizational Membership, *Policy 4013*

No contract or other employment arrangement executed or made by and between the School District and employee shall require, by inference or otherwise, that said, employee pay dues or belong to any group or organization.
Proposed: May 12, 1980
Adopted: June 9, 1980

Athletic Attendance, *Policy 4043*

All District personnel will present their District/School issued photo ID at home games of athletic contests for the employee and one guest to enter for free. This does not include any post- season games.
Revised: April 22, 2014
Adopted: June 15, 2015
Effective: July 1, 2014

Attendance of Children of Employees, *Policy 4143*

1. 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.

DEFENDING EDUCATION

2. 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 pro-vision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

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

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

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

   In the event of a reduction of school funds, the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of any reduction, negotiations will be reactivated on economic matters related to teachers' salaries and fringe benefits, and any policy concerning economic items that has been adopted will have to be modified commensurate with the funds available.

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

Substitute and Short-Term Teachers, *Policy 4121*

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

B. Short-Term Teachers
   1. A short-term teacher is hired to teach in the Cherry Creek School District for more than ten days and for fewer than ninety consecutive work days in the same position. This person is hired for specific days on the school calendar.
   2. The rate of pay will be the per diem equivalent of the B.A. step one salary amount from the teacher salary schedule found in Policy 4141.
   3. Short-term teachers should have one or both of the following responsibilities:

DEFENDING EDUCATION

a. Full teaching responsibility, including short-term planning (less than 90 days) and evaluation.
b. Other professional duties defined between the teacher and principal(s) and specified in writing.

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

Substitute Teaching Day, Administrative Procedure 4121.1

Substitute teachers should arrive at the school 30 minutes prior to the beginning of school. Substitute teachers will be required to stay 15 minutes following student departure. All substitute teachers must check out through the office before leaving the building.
Approved by Superintendent Jim Huge, December 12, 1988

Student Teachers, Policy 4123

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

A. Building Principals concerned will make final decisions regarding:
   1. Those teachers or teams willing and competent to direct the work of student teachers.
   3. 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 their 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 their 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.
F. Supervision of a student teacher will be credited toward professional growth under the provisions of Policy 4130.

Adopted: December 12, 1988
Revised: April 25, 2024
Effective: August 1, 2024

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

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

1. The Chief Human Resources Officer, 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 Chief Human Resources Officer a complete list showing the assignments of student teachers as arranged by them after conference with principals, coordinators and the Chief Human Resources Officer.
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

DEFENDING EDUCATION

(SUSPENDED) ~~Resident Teachers, *Policy 4124*~~

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

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

~~Revised: November 14, 1988~~
~~Adopted: December 12, 1988~~
Revised: April 25, 2024
Effective: August 1, 2024

Summer School Teachers, *Policy 4125*

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

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

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

DEFENDING EDUCATION

Physical and Mental Examinations and Alcohol and Controlled Substance Testing, *Policy 4047*

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

A. Physical Examination - All Employees

After recommendation for employment but before employment commences, candidates for employment may be required to take and pass such physical and mental examinations as may be prescribed by the District. Results of such examinations shall be reported on forms provided by the school district, or forms acceptable to the school district, and shall be filed in the Office of Human Resources. All examinations shall be at the sole cost and expense of the candidate.

B. Required Examination During Employment - All Employee

1. The Superintendent or designee may require any employee within the School District to submit to a physical or mental examination, when they have 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 or designee, 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 their choice. Any such tests shall be conducted at any hospital, clinic, facility, or mobile testing operation that is properly equipped to administer such tests and shall be performed by any doctor, nurse or technician properly qualified to administer such tests. The employee may not select the physician or technician to administer the tests. All such tests shall be paid for by the District.

   The term drugs, as used herein, shall include, but not be limited to, those substances defined in CR5. 12-22-30 1 et. seq., known as the Colorado Controlled Substance Act of 1981.
   a. The failure or refusal of an employee to submit to any test required in paragraph 2 above, or to submit to and obtain the examinations required in paragraph 1 above, shall constitute insubordination, and shall result in:
      1. immediate suspension without pay, except as required by Colorado Statute, and
      2. termination of employment being recommended to the Board of Education.

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

   a. The Omnibus Transportation Employee Testing Act of 1991 (the "ACT") and Department of Transportation rules, procedures and regulations (the "Regulations") require that the District conduct pre-employment/pre-duty, random, reasonable suspicion, post-accident, return to duty and follow-up testing of all District employees required to obtain a Commercial Driver's License ("CDL").

   b. All alcohol and controlled substance testing performed under and pursuant to this Section C, will be conducted in accordance with federal regulations, the Act and procedures adopted by the District.
      1. Controlled substance testing will be conducted by means of a urine specimen collected and tested by a laboratory certified by the U.S. Department of Health and Human Services.
      2. Alcohol testing will be conducted using an evidential breath-testing device.
      3. Employees will not be entitled to have testing performed at a location or by an individual or facility other than that designated by the District. However, a split sample of the urine test for controlled substances will be available for the employee pursuant to District policy and federal regulations in the event the sample tested is confirmed positive.
      4. An employee may not refuse to submit to alcohol and/or controlled substance testing under this Section C. Refusal shall result in immediate suspension of employment without pay and recommendation of termination to the Board.

C. The required testing under this Section C will be conducted at the District's expense and as follows:
   1. Pre-employment testing shall be administered to all applicants offered a position in the District requiring a CDL prior to the first time the employee performs any safety- sensitive functions for the District.
   2. Random alcohol testing shall be conducted at any time period surrounding the performance of safety-related functions, which includes just before or just after the employee performs the safety-related function. Random controlled substance testing shall be performed anytime while the employee is at work.
   3. Reasonable suspicion testing will be conducted of any employee when a determination and observation is made by a trained supervisor and he has a reasonable suspicion to believe any employee has violated the District's policies and/or federal regulations relating to alcohol or controlled substance use or possession.
   4. Post-accident testing will be conducted on any employee involved in an accident which results in the loss of human life or if the employee receives a citation for a moving traffic violation arising out of an accident.
   5. Return to duty testing will be required prior to an employee being reinstated, if at all, after an employee has tested positive for prohibited alcohol concentration levels or the presence of a controlled substance and after the employee has undergone an evaluation by a substance abuse professional except as noted in No. 6 below.
   6. Follow-up testing will be required of any employee identified by a substance abuse professional as needing assistance in resolving problems with alcohol misuse or controlled substance use and who has returned to duty.

D. Records of all tests will be maintained and kept confidential in accordance with District procedures and federal regulations.

DEFINING EDUCATION

E. All affected employees and employee organizations will be provided with educational materials which explain the requirements of this Section C, the District procedures and federal regulations related thereto.

F. The District encourages all employees with any alcohol abuse or controlled substance use to seek assistance through a Substance Abuse Professional (SAP) and will provide employees lists of individuals and organizations providing this service. Unless otherwise provided by law or District policy, the District is not required to provide rehabilitation, pay for substance abuse treatment or to reinstate an employee terminated for violations of District policy rebating to the use or possession of alcohol or controlled substances.

G. Any employee who is determined, as the result of any of the required alcohol or controlled substance testing, to have violated any District policy relating to the use of possession of alcohol or controlled substances shall, consistent with state and federal law and District policies, be subject to disciplinary action, including termination of employment.

Adopted: January 9, 1995
Revised: April 25, 2024
Effective: August 1, 2024

Communicable or Life-Threatening Diseases, *Policy 4047.2*

A. Purpose

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

B. Identification of Ill Employees

Employees affected by a communicable or life-threatening disease or illness may be identified through self-report, or on the basis of the District having a reasonable belief that a staff member is ill. Reasonable belief would exist in, but is not limited to, situations where the employee's health is observed to be deteriorating to the point of interfering with the performance of their 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 Chief Human Resources Officer. The Chief Human Resources Officer or their 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 Chief Human Resources Officer 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 Chief Human Resources Officer. 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 their 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, they 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

DEFENDING EDUCATION

Drug-Free Workplace, *Policy 4048*

The unlawful manufacture, possession, use or distribution of illicit drugs, as defined by law, marijuana, and alcohol on school district premises or as part of any of the school district activities is specifically prohibited.

Observance of this policy is mandatory and a condition of employment. A violation shall subject the employee to appropriate disciplinary sanctions (consistent with local, state and federal law), including suspension and up to and including termination of employment and referral to the appropriate law enforcement agency for prosecution. A disciplinary sanction may include completion of an appropriate rehabilitation program.

Drug and alcohol counseling and rehabilitation and re-entry programs may be available through the District. The District encourages affected employees to seek assistance.

Each employee will be provided with a copy of this policy which sets forth the expected standards of conduct and the disciplinary sanctions which may be imposed as a result of a violation of this policy. Pursuant to the provisions of federal law, any employee who is convicted of or pleads guilty or nolo contendere (no contest) to any criminal drug statute for a violation occurring in the workplace, shall notify the Superintendent or his designee within five days after the conviction. The District has the obligation and shall notify the appropriate Federal agency within 10 days after receiving notice of such conviction or plea if there is a relationship between federal funds received by the District and the convicted employee's work site.

The Board of Education shall conduct a biennial review of its drug and alcohol abuse prevention programs to determine the programs' effectiveness, to implement required changes if necessary, and to insure that disciplinary sanctions are consistently enforced.
Proposed: June 28, 2013
Adopted: August 12, 2013
Effective: July 1, 2013

DEFENDING EDUCATION

Physical/Mental Examination, *Policy 4147*

a. <u>Pre-Employment Examination</u>

As a condition precedent to the recommendation for employment, or under the appropriate circumstances after recommendation for employment, but before employment commences, the candidate for employment will take and pass such physical and mental examinations as may be prescribed by the District. Results of the examinations will be reported on forms provided by the District, or forms acceptable to the District, and will be filed in the Office of Human Resources. All pre employment examinations will be at the sole cost and expense of the candidate.

b. <u>Required Examination During Employment</u>

The Superintendent or designee may require any employee within the District to submit to a physical or mental examination when they have 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 their duties is impaired due to physical or mental reasons.

Prior to required examinations, the District will in writing notify the employee by:

1. providing a copy of this policy;
2. informing them of their right to representation at any meeting in which possible physical or mental examination requirements are going to be discussed;
3. informing the employee that the results of any such required examinations (whether confirming or failing to confirm the basis for the required examination) shall remain in the employee's health file with the District (except as noted in administrative procedure 4147.1) subject to the following provision. If the written report fails to confirm the basis for the required examination, the District will remove from its files the evaluation report except those parts deemed by the district to document the physician's conclusions and recommendation. Such information will be filed in a health file maintained by the Office of Human Resources and will not be subject to review except as permitted by law.

Any such physical/mental examinations so required by the District will be paid for by the District, and any leave required for such examination will be with full pay with no deduction from the teacher's sick leave or general leave.

The examination will be conducted by a physician of the District's choice. In the event the employee desires to utilize a personal physician, subject to the approval of the Superintendent or designee, 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 or designee 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. <u>Additional Provisions</u>

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

DEFENDING EDUCATION

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.

Adopted: September 24, 1999
Revised: April 25, 2025
Effective: August 1, 2024

Physical/Mental Examinations - Drug/Alcohol Screening, *Policy 4147.1*

If a teacher is required to submit to an examination for a blood or urine test according to Policy 4147, the following steps should be taken:

1. Immediate notification, by the supervisor, of the concern to the teacher.
2. Immediate notification, by the supervisor, of the concern to the Office of Human Resources.
3. Because time is a critical factor, the teacher will be allowed up to thirty minutes to obtain representation. If extenuating conditions can be shown to exist, a reasonable amount of time beyond the thirty minutes will be allowed for the teacher to obtain representation.
4. The District has made special arrangements with certain healthcare providers 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. 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.
6. 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.
7. 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

DEFENDING EDUCATION