Administrators
2017 – 2018 SY

Board of Education
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Compensation and Related Benefits

This policy applies to those administrators who are designated as members of the Administrative Council (AdCo) by their individual job descriptions.

The Meet and Confer Committee of the Cherry Creek Administrators Association (CCAA) may enter into discussion with the Superintendent or his designated representative on behalf of the administrative staff utilizing Policy 4191 and the accompanying salary schedules and benefit package. These discussions will be held during the fall/spring with the intent of implementing any changes to policy, if possible, effective July 1 of the succeeding year. The Committee speaks for all administrators eligible for membership in CCAA.

1.0 Administrative Salary Range

1.1 Minimum and Maximum Base Salary Range for Administrators - Effective July 1, 2014

<table>
<thead>
<tr>
<th>Code</th>
<th>Days</th>
<th>Minimum</th>
<th>Maximum</th>
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<tbody>
<tr>
<td>AD-1</td>
<td>215</td>
<td>$70,000</td>
<td>$ 89,000</td>
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<tr>
<td>AD-2</td>
<td>230</td>
<td>$72,000</td>
<td>$ 92,000</td>
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<tr>
<td>AD-3</td>
<td>230</td>
<td>$74,000</td>
<td>$ 99,000</td>
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<tr>
<td>AD-4</td>
<td>230</td>
<td>$78,000</td>
<td>$102,000</td>
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<tr>
<td>AD-5</td>
<td>215</td>
<td>$83,000</td>
<td>$105,000</td>
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* Year-Round Elementary Principals will receive an additional $7,500 stipend and work a 225-day calendar

Assistant Director – Elementary Special Education
Assistant Director – Secondary Special Education
Director of Accounting
Director of Assessment & Evaluation
Director of Athletics & Activities
Director of Budget
Director of Communications
Director of Early Childhood Education
Director of Educator Effectiveness
Director of English Language Acquisition
### Administrative Personnel

<table>
<thead>
<tr>
<th>Code</th>
<th>Position</th>
<th>Minimum</th>
<th>Maximum</th>
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<tbody>
<tr>
<td>AD-6 (cont'd.)</td>
<td>Director of Facility Operations</td>
<td></td>
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<tr>
<td></td>
<td>Director of Gifted &amp; Talented</td>
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<td></td>
<td>Director of Human Resources</td>
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<td></td>
<td>Director of Information Systems</td>
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<td></td>
<td>Director of Health Services</td>
<td></td>
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<td></td>
<td>Director of Mental Health Services</td>
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<td></td>
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<tr>
<td></td>
<td>Director of Planning/Interagency</td>
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<td></td>
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<td></td>
<td>Director of Professional Learning</td>
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<td></td>
<td>Director of Safety &amp; Security</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Director of Science, Technology, Engineering &amp; Mathematics</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Director of Student Achievement Services</td>
<td></td>
<td></td>
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<td></td>
<td>Director of Student Nutrition</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Director of Student Support Services</td>
<td></td>
<td></td>
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<td></td>
<td>Director of Student Transportation</td>
<td></td>
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<tr>
<td>Risk Manager</td>
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<td>$85,000</td>
<td>$109,000</td>
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| AD-7 | Middle School Principals | $86,000 | $110,000 |
| AD-8 | Executive Directors and High School Principals | $96,000 | $130,000 |

#### Administrative Salary and Performance Pay

Individuals subject to the terms and conditions of this policy will receive an initial base salary commensurate with his or her education, background, specific skills, and position responsibilities. The performance evaluation shall form the basis for base salary increases defined as performance pay for administrators.

The evaluator shall recommend to the Superintendent or designee those individuals who are eligible for salary increases based on the evaluation process as outlined herein.

**Administrative Salary Increase**

For SY 2017-2018, administrators will receive a 3.3% salary increase.

**Market Adjustment of Administrator Pay**

The Superintendent or his or her designee is directed by the Board of Education to periodically conduct a market-analysis survey of administrative salaries to ensure the Cherry Creek School District remains a leader in the Denver metropolitan area in market compensation for those individuals subject to the provisions of this policy.
Salary adjustments may be made based upon market survey findings, position accountabilities, and any other applicable factors.

**Performance Pay for Significantly Exceeding Standards**

All administrators may receive a one-time 3% payment of the administrator’s base salary. The performance pay will be based upon an evaluation rating which documents performance significantly exceeding District performance standards.

Administrators who lead their schools to significant achievement gains on the CSAP and ACT tests, or expand the organizational capacity and achievement in schools with highly impacted populations, may receive a one-time exemplary pay of 5% of the administrator’s base pay, based upon recommendation of the supervisor and the approval from the District Leadership Team.

Further definition of the criteria for performance pay will coincide with the establishment of evaluation protocols per Memorandum of Understanding Evaluation: Policies 4195 & 4195.1.

### 1.3 Placement on Range

The Superintendent will place each administrator within the salary range interpreting the following criteria:

- a) Responsibility stated in the job description
- b) Performance
- c) Workload
- d) Length of work year
- e) Experience (Athletic Director, Activity Director, Assistant to Principal, Assistant Principal)
- f) Professional preparation
- g) Contribution to district goals

### 1.4 Change of Status - Administrators Holding Administrative Positions

When a higher level of training is achieved, administrative personnel will receive a change of status to be effective for the remainder of the contract year. The change is implemented the day transcripts are received in the Office of Human Resources.

A professional growth factor will be added to each administrator's base salary. Compensation for the additional university/college credit or Colorado Department of Education recertification credit, or continuing educational units will be determined in the following manner:
Category 1  MA + 15 semester hours or CEU Units  $ 800.00
Category 2  MA + 30 semester hours or CEU Units  $1,100.00
Category 3  MA + 45 semester hours or CEU Units  $1,400.00
Category 4  MA + 60 semester hours or CEU Units  $1,800.00
Category 5  MA + 75 semester hours or CEU Units  $2,300.00
Category 6  Doctorate  $ 2,800.00

Administrators who do not hold a MA will receive the additional compensation upon completion of the approved number of hours. Fifteen college/university CEUs are the equivalent of fifteen semester hours of college/university work for compensation purposes.

1.5 Length of Work Year

a) By mutual agreement between the Superintendent and the administrator, the number of workdays may be adjusted up or down.
b) When it becomes necessary for an administrator to be assigned additional responsibilities that are beyond the job description, options may be provided which will speak to additional days, temporary suspension of certain job description duties, professional and/or clerical assistance.
c) Salary adjustment based on such changes will remain within the salary range for the classification. The adjusted total yearly salary will be computed on the basis of the originally contracted per diem rate.
d) Examples for computing the work year:

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<tbody>
<tr>
<td>365 days</td>
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<td>365 days</td>
</tr>
<tr>
<td>261</td>
<td>261</td>
<td>261</td>
</tr>
<tr>
<td>-35 non contracted</td>
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<td>-20 non contracted</td>
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<tr>
<td>226</td>
<td>236</td>
<td>241</td>
</tr>
<tr>
<td>-11 holidays</td>
<td>-11 holidays</td>
<td>-11 holidays</td>
</tr>
<tr>
<td>215 workdays</td>
<td>225 workdays</td>
<td>230 workdays</td>
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2.0 Administrators' Absences and Leaves

2.1 Leave

Each administrator will be allotted fifteen days of leave for each contract year. Such leave shall be used only for the purposes of sick leave, family leave and personal business.

Days of leave will be accumulated to an unlimited number.

When on leave of absence, leave accrued will neither be lost nor accumulated. Upon return to duty, an administrator will begin with that total accumulated at the
time when the leave commenced. In the case of extended or unbroken absence due to illness or injury causing absence of more than the allotted days recorded each year on the individual's attendance record, a written application may be sent to the Superintendent to request the leave days allotted for the succeeding year be granted during the emergency. If granted and for any reason not earned during the succeeding year, that amount credited would be refunded to the District based on the administrator's per diem rate.

2.2 Leaves of Absence

2.2.1 Health and Personal Leaves

Any administrator may be granted a leave of absence for definite periods of time for health or for certain personal reasons. All leaves of absence for any cause will be recommended by the Superintendent. Except in cases of hardship, all administrators are expected to make applications for leaves one month in advance of beginning leave. All requests for leaves will be made by letter to the Superintendent.

A certificate from a licensed and recognized physician will be required of any administrator making application for a leave on account of health.

2.2.2 Professional Growth Leaves

Administrators may apply for unpaid professional growth leave. The application for professional growth leave will be reviewed by the Superintendent and a recommendation submitted to the Board of Education.

Time spent on professional growth leave will be counted as active years in determining retirement eligibility and retirement benefits.

Upon return from the professional growth leave, administrators will be assigned to positions of the same or higher classifications than they formerly were assigned.

2.3 Insurance Coverage on Leaves of Absence

The administrator on an approved leave will be included in the approved District insurance plans provided for all District administrators unless the administrator requests otherwise.

3.0 Insurance Benefits

3.1 Eligible employees may participate in the benefit plans effective the first of the month following thirty (30) days of employment.
3.2 The flexible benefit plan adopted for employees in 1993 continues in effect. All administrators hired after July 1, 1993, will receive a District benefit contribution of $394.00 monthly. Administrators hired prior to July 1, 1993 and District Leadership Team Members, will receive the benefit contribution of $620.04.

Effective July 1, 2007, all administrative personnel shall be required to participate in the District-approved medical insurance plan unless they can demonstrate coverage through a spouse’s group plan, Tri-Care, or Medicare.

3.3 Administrators will be provided term life insurance in an amount equal to three times their annual base salary at the beginning of each contract year as defined in Section 1.1 to a maximum of $750,000.

3.4 The District will provide, at no cost to the employee, a District-approved long term disability insurance for administrators working a fifty (50%) percent or greater contract.

3.5 The District will provide liability insurance coverage of at least $500,000 for each District administrator.

3.6 Premium Deposit Account

The District agrees to maintain a Premium Deposit Account (PDA) in order to provide a reserve of funds to mitigate future insurance premium increases for all employees.

a) Expenditures

The District’s insurance committee must approve all expenditures from the PDA under the following conditions:

i. Expenditures from the PDA will only be used to increase the District Health Insurance Contribution.

ii. Expenditures from the PDA may not be in excess of actual or reasonably projected funds.

b) PDA Funding Sources

Beginning with the 2001 school year, all money received from the insurance carrier’s performance guarantee payments and any additional money received from the insurance carrier in the form of a rebate or refund will be placed into the PDA.
4.0 Other Benefits

The Superintendent or a designee will recognize requests submitted by each administrator for expenses related to professional growth or tools used to increase efficiency in job performance, and physical examinations. Payments for expenses incurred under 4.1 will not exceed one thousand dollars ($1,000.00) per contract year.

4.1 Professional Growth

Professional growth required as a condition of employment may include, but is not limited to, tuition, workshop fees, textbooks, professional publications, memberships, apps, software, and subscriptions. Administrators may purchase tools including technology tools. Administrators who choose to purchase technology tools, including but not limited to: iPads (or the like) or smartphones may do so every other year. Materials, including technology, are the property of Cherry Creek School District and should be returned to Cherry Creek School District upon leaving the District or upgrading equipment. The total amount may not exceed one thousand dollars ($1,000.00) per contract year.

4.2 Physical Examinations

Physical examinations are encouraged for all administrators within twelve months of their initial employment and no less than every three years thereafter. The medical examination must be performed by a qualified physician. Its cost will be reimbursed by the District for no more than $350 once every three years.

4.3 Professional Growth Scholarship

A scholarship fund in the amount of $65,000 will be available annually, by application, for those professional growth activities which may require large outlays of money for tuition or extended periods of time away from the job on an unpaid voluntary professional growth leave. The Superintendent will appoint a committee of administrators to review professional growth scholarship applications. The committee will develop criteria and timelines. In addition, the committee will make recommendations to the Superintendent for approval or disapproval of specific scholarship requests. Scholarships funds not used during a school year will be carried over to the next year and will be reviewed annually by the committee.

Staff development can be a joint effort between the District and CCAA to develop programs that can be used at the AdCo monthly meetings. Cost would be shared between the District and CCAA to work jointly to build other staff development classes that can be taken during the year for credit.

To the extent travel outside of Colorado is required for professional growth opportunities, such travel must be approved by the administrator’s supervisor.
4.4 Attendance at Professional Meetings

4.4.1 Administrators who hold national office or membership on a board of directors of administrative and educational organizations will have their expenses for participation provided by the District when the sponsoring organization does not meet such expenses.

4.4.2 To annually allow administrators an opportunity for professional improvement in education and to encourage attendance at professional meetings and visitations to exemplary programs, every effort will be made to budget so that each administrator will have the opportunity to attend professional meetings.

4.4.3 Plans for participation will be submitted to the Superintendent or his designee for approval.

4.5 Annuity

The District will purchase an annuity for each District administrator. The annual amount of the annuity will be 2.75 percent of each administrator's annual base salary.

4.6 Colorado Association of School Executives (CASE) Membership

The District will purchase an affiliate level CASE membership, currently $163.00 per annum, for all administrators. Administrators may use their professional growth, scholarship, building or department funds to upgrade their CASE membership to a full membership on an annual basis. The cost of a full membership is dependent upon an administrator’s salary.

5.0 Resignation/Retirement & Post-Retirement Employment

Written notice of intent to resign/retire must be submitted to the Superintendent or designee. Upon retirement/resignation, it is agreed that all administrators who have completed ten consecutive years of service or more to the District will, upon separation from the Cherry Creek Schools, receive compensation according to one of the following options:

Option A: Compensation for up to one-half of the total days of accumulated leave at the per diem rate for that administrator as long as the payment will not exceed twenty (20) full days of pay.

Option B: Compensation for leave days in excess of 30 days will be at the rate of one-half per diem beyond the first 30 days.

The per diem rate will be figured on the same basis as PERA. It will be the right of the administrator, upon separation, to select the option which will be more advantageous.
The administrator may request post-retirement employment by submitting this request in writing to his or her immediate supervisor by the required District deadline. The District maintains full discretion in granting or denying the request. Requests submitted after the deadline may be considered at the discretion of the Superintendent. The Assistant Superintendent of Human Resources will notify the administrator of approval or denial of the request for post-retirement employment in writing. Administrators hired for post-retirement employment will be paid a percentage of their previous salary in accordance with Colorado PERA guidelines and, otherwise, the District’s need for a cost-neutral post-retirement employee program. Post-retirement contracts are “at-will” contracts and can be terminated at the discretion of the District. Additional information can be obtained from the Office of Human Resources.

6.0 Administrative Optional Experience and Longevity Plan (E & L)

This plan provides an optional compensation plan for administrators who have completed at least 20 years of employment in the Cherry Creek School District, the last five of which shall have been as a successful, practicing administrator. The five year eligibility requirement will not affect those who are currently participating in the program.

Beginning with the 2007 - 2008 school year, there are three (3) options for E & L payment:

1. $15,000 per year over four (4) years
2. $30,000 per year for over two (2) years
3. $60,000 in one year

If an administrator chooses $60,000 in one year or $30,000 over two years, he/she must have a minimum of ten (10) years experience as an administrator. If the administrator chooses $15,000 a year over four (4) years, he/she must have a minimum of five (5) years as an administrator. Refer to Administrative Procedure 4191.1.

7.0 Attendance of Children of Cherry Creek School District Administrators in Cherry Creek School District Schools

It is agreed that the children of Cherry Creek School District administrators may attend schools in the Cherry Creek School District. Colorado School Law Reference: 22-32-109 (a) (f): 22-32-127 (1)

Revised: June 1, 2016
Adopted: June 13, 2016
Effective: July 1, 2016
EXPERIENCE AND LONGEVITY COMPENSATION PLAN

1. Eligibility

Eligibility to participate in this experience and longevity plan is restricted to those employees paid per Policy 4191.

Notice of the intent to participate in the optional Experience and Longevity Compensation Plan must be filed in writing with the Office of Human Resources at the beginning of the employee's contract year or January 1 of any year following twenty years of employment in the Cherry Creek School District.

2. Payment Procedure

It is understood that participation in this plan obligates the District for only a one-year contract and that continuing employment will be based on performance.

An employee participating in the experience and longevity plan will receive $15,000 annually for four consecutive contract years. This four year period may be any consecutive four years after the completion of twenty years of service in the Cherry Creek School District. Payments will be made on a monthly basis and will be subject to federal, state and other such deductions as may be requested by the employee and approved by the District. Following the completion of the four years of payments there will be no obligation or expectation for the employee to separate from the District.

Other options for payments to individuals who are otherwise eligible to participate in the experience and longevity plan may be granted by the Superintendent.

Approved by Superintendent Robert D. Tschirki, June 24, 1998
Administrative Optional Experience and Longevity Compensation Plan (E&L)

Administrator’s Name: ____________________________ Title: __________________

Total number of years as an administrator: ____________

If the number of years is between 5 and 9, the E&L payment option is:

☐ $15,000 per year over four (4) years

If the number of years is 10 or more, please choose one of the three (3) E&L payment options:

☐ $15,000 per year over four (4) years

☐ $30,000 per year over two (2) years

☐ $60,000 in one year

Signature of Administrator: ____________________________ Date: __________________

Signature of Assistant Superintendent of Human Resources: ____________________________ Date: __________________
MEMORANDUM OF UNDERSTANDING  
All Classified and Licensed Employee Groups  
2016 – 2017 SY

Expenditure in Recognition of Increased Medical Insurance Costs

Medical insurance premiums have increased annually without any increase to the District contribution for medical insurance. Therefore, the parties agree that all employees will receive a one-time payment of $400.00 (equal to $33.00 per month). This payment will be made to all employees who are enrolled in medical insurance offered by the District in October pay.

Revised: June 1, 2016  
Adopted: June 13, 2016  
Effective: July 1, 2016
Concerns Procedure

Should the Salary and Related Benefits Committee of the CCAA and the Superintendent disagree on a major issue, the Committee may request an opportunity to present its concern to the Board of Education.

1.0 Administrators will have the opportunity to express concerns related to conditions of employment and/or the application of these policies.

2.0 Meetings for Individual and Group Concerns

It is recognized that the maintenance of an administrative team requires and is based upon mutual consideration of concerns and problems. To provide for consideration of these concerns, there will be no fewer than three meetings per school calendar year. Those in attendance will include four administrators and the Superintendent. The responsibility for convening the meetings rests with the Cherry Creek Administrators' Association.

Proposed: May 11, 1987
Adopted: June 8, 1987
Concerns, Complaints and Vacancies

1.0 A Process for the Resolution of Concerns

It is preferable that such concerns be resolved with the immediate supervisor; however, if that discussion does not resolve a concern, the administrator may use the following options:

a) Discuss the concern with the supervisor of their immediate supervisor.

b) Discuss the concern with their supervisor and the Assistant Superintendent of Human Resources.

c) Bring the concern to the CCAA, requesting them to discuss the issue with the Superintendent.

In all cases, the decision of the Superintendent shall be final.

2.0 Complaints Concerning Administrators and School Programs

When school District personnel, students, or community members file a written or oral complaint about an individual administrator or District program and/or service supervised by that administrator, the District shall follow a process similar to Policy KEB (relations between public and school personnel) in order to address the complaint.

3.0 Administrative Vacancies and Reassignments

When administrative vacancies and/or newly created positions occur, the District shall, except in unusual circumstances, notify all administrators in a timely manner of the opportunity to transfer to such positions. This shall be done through posting on the appropriate page of the District website.

With regard to administrative reassignments, it is understood that the Superintendent has the prerogative, yet the needs and preferences of each administrator should be considered as an important factor in making such a decision. In no case should a decision be either finalized or publicly announced before the affected administrator has been notified and given an opportunity to discuss the change.

Revised: June 30, 2013
Adopted: September 9, 2013
Effective: July 1, 2013
GENERAL
EVALUATION PROCESS FOR PRINCIPALS AND ASSISTANT PRINCIPALS

1. Introduction

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 personnel evaluation as an integral part of the learning cycle and a critical element for the attainment of the educational goals of the District.

The Board of Education 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 principals and assistant principals shall rest with the Superintendent of Schools.

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

2. Performance Evaluation Council

A 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.

A. 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.

B. 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)).

C. Recommendations regarding evaluation will be presented to the Cherry Creek Administrators’ Association.

3. The Purpose of Evaluation

The Superintendent of Schools shall delegate the responsibility for the principal and assistant principal performance evaluation process to the individual in charge of the operating unit, hereafter referred to in this policy to the Executive Directors of Elementary School, Middle School and High School. These Executive Directors may delegate the evaluation of assistant principals to the supervising principal.

The principal and assistant principal performance evaluation process shall:
3. Purposes

• Serve as a basis for the improvement of instruction;

• Enhance the implementation of programs or curriculum;

• Serve as the measurement of effective performance for individual principals and assistant principals and serve as documentation for ineffective performance;

• Serve as a measurement of the professional growth and development of principals and assistant principals.

4. Definitions

For purposes of this policy, the following definitions apply:

• “Administrator” shall be defined as any individual holding administrative license in the State of Colorado who is employed in an Administrative Council (AdCo) position.

• “Directed Improvement Plan” means an evaluator’s directed approach, within the evaluation process, to assist a principal or assistant principal whose performance raises concerns whether before or after a rating of partially effective or ineffective.

• “Educator” A person, such as a principal, assistant principal, administrator, teacher, specialized service professional or other school or school system employee who is involved in educating learners.

• “Element” means the detailed description of knowledge and skills that contribute to effective teaching and leading, and which corresponds to a particular Quality Standard.

• “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.

• “Evaluation Process” takes place when a principal/assistant principal’s performance is directly or indirectly observed and feedback is provided to the principal/assistant principal that is designed to improve performance. It is more specifically set forth below (Parts 1-3).

• “Evaluation Rubric” refers to the Colorado State Evaluation Model, which shall be used to evaluate principals and assistant principals in this policy. As the State Evaluation Model is constantly evolving, the District and the Cherry Creek Administrators’ Association shall for the purposes of this policy always refer to the most recent version(s) of quality standards and elements as mandated by the state. These documents can be found on the Colorado Department Of Education’s webpage at: http://www.cde.state.co.us/educatoreffectiveness/
• “Evaluator” refers to those individuals who hold a proper Colorado license and/or have received training in the District’s evaluation process and who are tasked with assessing the performance of the assistant principal or principal.

• “Final Effectiveness Rating” derives from two different cumulative sets of data. The professional practice rating based on the quality standards (I-VI) is fifty percent of the rating and the quality standard (VII) measure of student learning, makes up the other fifty percent of a principal’s/assistant principal’s final effectiveness rating.

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

• “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 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 and progress toward academic and functional goals included in an individualized education program and/or progress made towards Student Academic Growth Objectives.

• “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 22-9-103 (2.5), C.R.S. The four Performance Evaluation ratings for educators shall be: ineffective, partially effective, effective, and highly effective.

• “Professional Practice” means the behaviors, skills, knowledge and dispositions that Educators should exhibit. Principal Quality Standards I-VI address the Professional Practice standards for Educators in Colorado.

• “Performance Rating Levels” describe performance on professional practices with respect to the quality standards. The four Performance Evaluation ratings for principal and assistant principals shall be ineffective, partially effective, effective, and highly effective.

• “Quality Standard” means the Professional Practices or focus on Student Academic Growth needed to achieve effectiveness.

• “Statewide Summative Assessments” relate to Quality Standard (VII) 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.
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.

1. Training/Orientation – All principals/assistant principals and their evaluators must be trained on the Evaluation system. This will facilitate common foundational knowledge across the District.

   A. Principals and Assistant Principals - Training will orient principals/assistant principals to measures used by the assigned evaluator during evaluation. Such training and orientation will also help ensure that new administrators 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.

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

2. Self-Assessment - Each principal/assistant principal will complete a self-assessment. 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.

3. Review of Goals and Performance Plan – Soon after the principal’s or assistant principal’s self-assessment has been completed, the evaluator and principal/assistant principal being evaluated should review the school’s goals to ensure alignment with their professional practice goal.

4. Mid-year Review – At any time prior to January 31, the principal/assistant principal being evaluated and the evaluator should schedule time to review the principal/assistant principal’s performance to date and progress toward achieving school and personal goals. As a result of this review, the principal/assistant principal being evaluated should have an understanding of his or her potential effectiveness rating based on evidence available to date.

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

6. End-of-Year Review – The evaluator and principal/assistant principal being evaluated should discuss the educator’s performance ratings on the evaluation rubric and measures of student learning, self-assessment ratings, artifacts and any evidence needed to support the evaluator ratings. This discussion will take place no later than June 30 of each year.
7. Final Professional Practices Ratings – All evaluators will communicate Final Professional Practices Ratings to all principals and assistant principals by June 30. Should the evaluator and principal/assistant principal being evaluated not agree on the final ratings during the end-of-year review, they should determine what additional evidence is needed in order to arrive at the correct rating.

8. 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 principal/assistant principal should develop a professional growth plan including a professional practice goal. This plan will be shared with the evaluator at the beginning of the next school year.

PART TWO
EVALUATION PROCEDURES

Procedure for Evaluation: All licensed principals and assistant principals are evaluated according to the following procedures:

1. All principals and assistant principals will be evaluated yearly.

2. Once the principal’s/assistant principal’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.

3. Procedures for conducting evaluation will be determined by the evaluator with input from the principal/assistant principal. Data source may include but are not limited to:

   • Direct Observation
   • Discussions/conference with evaluator
   • Participation in meetings and school/District activities
   • Review of written materials such as memos, newsletters, handbooks and reports
   • Survey results
   • Student, parent, staff and/or peer feedback
   • Physical appearance of the building/department
   • Documentation of professional growth experiences
   • Documentation of policy/procedure compliance

4. The evaluation will include the regular collection of data and feedback and improvement opportunities that are reasonably and timely provided. The principal/assistant principal shall be responsible for the following:

   A. reviewing all required evaluation documents including the Evaluation Rubric and evaluation materials;

   B. sending goals to the evaluator for review;

   C. providing additional artifacts/evidence to support rating levels under consideration;
D. preparing/completing self-evaluation, goal setting, and performance plans to be used in discussion and provide them to the evaluator in advance of the discussion;

E. conferring with the evaluator regarding the evaluation process, especially if there are any questions or concerns regarding the evaluation process;

F. providing, at his/her discretion, the evaluator with evidence/artifacts supporting a request for a rating change for any element(s) in dispute;

G. developing and implementing strategies to improve performance in areas identified during observation and/or within the evaluation process.

5. An evaluator shall be responsible for the following:

A. reviewing all required evaluation documents including the Evaluation Rubric and evaluation materials;

B. encouraging a thoughtful, comprehensive and honest approach to self-assessment;

C. as needed, hold periodic conferences with the principal/assistant principal being evaluated to determine what sources of evidence/artifacts will be used to measure performance against professional practices;

D. reviewing the professional growth plan and suggesting revisions as needed;

E. providing on-going feedback;

F. scheduling mid-year and end of year reviews;

G. providing specific and actionable feedback regarding performance;

H. conducting a mid-year review with the principal/assistant principal- any document submitted by the evaluator to the principal/assistant principal during this mid-year review will be deemed a working (not final) document to be re-assessed throughout the school year up until the final summative evaluation;

I. assessing the need for the substance and timing of a Directed Improvement Plan, particularly where there is a concern that the principal/assistant principal may earn an ineffective or partially ineffective rating;

J. ensuring the contents of the summative evaluation are an accurate reflection of the principal’s/assistant principal’s performance to include the review of any evidence/artifacts that may support a rating change and effecting such change if the evaluator deems appropriate to do so;

K. conducting evaluation observations and conferences, including all aspects of the District’s evaluation process, in a manner consistent with the legal and policy rights of the principal/assistant principal.
6. During the Mid-year review, progress toward achieving school and personal goals should be discussed and the principal/assistant principal should have a clear understanding of his/her potential effectiveness rating based on evidence available to date. The Mid-Year Review should provide enough feedback to allow the principal/assistant principal to reasonably assess and improve upon any performance concerns or deficiencies.

7. The evaluator shall complete the Summative Evaluation Report and hold the discussion with the principal/assistant principal regarding its contents not later than June 30 of each school year. For any Quality Standard or element in which the principal/assistant principal and the evaluator are not in agreement the principal/assistant principal 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.

8. The evaluator and principal/assistant principal must acknowledge the principal’s/assistant principal’s Summative Evaluation Report by signing electronically. Such acknowledgment will only indicate that the report was received, and it will not necessarily indicate the principal/assistant principal’s agreement with the contents of the report in whole or in part. The principal or assistant principal may respond to their evaluation before signing electronically.

9. The evaluator will have a final conference with the principal/assistant principal to discuss the final Evaluation Report. This final conference must occur before submitting the Report to the Office of Human Resources.

10. Quality standard (VII), measures of student learning, shall be based on the School Composite Score.

11. To the extent that any timelines discussed in this policy are deemed impracticable for the evaluator, he/she will seek agreement from any affected principal/assistant principal for an extension of time to complete the given task. Such extension should not adversely affect the principal/assistant principal in any substantive way.

12. Appeal Process

   A. A principal/assistant principal may appeal the evaluation to the immediate supervisor of his or her evaluator.

      i. Such an appeal must be made in writing to the evaluator’s supervisor within 30 calendar days following the action being appealed. The document submitted must place the supervisor on reasonable notice of all pertinent facts and issues that are the subject of the appeal. The principal/assistant principal may submit artifacts at this time.

      ii. The supervisor will respond to the appeal in writing and the principal/assistant principal shall receive the appeal within 30 calendar days of receipt of the appeal.
B. If not satisfied with the response, the principal/assistant principal being evaluated may appeal in writing directly to the Superintendent.

PART THREE
DIRECTED IMPROVEMENT PLAN

If the evaluator determines that performance concerns exist, he/she will contact the Office of Human Resources to ascertain what steps will be taken to address the issue. Following collaboration with the Office of Human Resources, the evaluator may develop a Directed Improvement Plan for the principal/assistant principal. This plan will specifically address those areas of concern, and include correlating support resources and a timeline for implementation.

1. Directed Improvement Plan

A. 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 principal/assistant principal is deemed ineffective. A mid-year DIP represents an optional, intermediary step to provide further support prior to an end of the year rating.

B. The evaluator will direct the DIP. The evaluator will place the principal/assistant principal on reasonable notice of the areas to address, steps for improvement, resources available and timelines. To the extent that a principal/assistant principal has questions or concerns regarding the DIP, the principal/assistant principal will timely submit these via e-mail and/or in hard copy form.

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

- an in-person meeting to discuss the DIP;
- objectives for improving identified performance concerns;
- identification of resources and assistance available;
- a timeline for completing the objectives;
- criteria by which the attainment of the objectives will be measured;
- a minimum of monthly conferences to monitor progress;
- sufficient time for the principal/assistant principal to improve in relation to the performance concerns; and
- to the extent that the principal/assistant principal disagrees with any portion of the feedback given, the administrator may submit a timely written response. The principal/assistant principal may also submit artifacts throughout the DIP, including as part of any response.

Adopted: June 2, 2015
Revised: August 10, 2015
Effective: July 1, 2014
Performance Evaluation Report

Administrator's Name_________________________Title_________________________

Evaluator's Name_________________________Title_________________________

Date of Pre Evaluation Conference___________for the period from ______ to ________

Data Sources:

Dates of Direct Observations: __________________________________________________

Data Sources other than Direct Observations:

________________________________________________________________________

ADMINISTRATOR'S COMMENTS: (If more space is needed, please write on another sheet of paper and attach.)

Signature of Administrator_________________________Date______________

(The administrator's signature does not necessarily indicate agreement with the evaluation, but simply indicates the administrator has read the report.)

Evaluator's Signature_________________________Date______________

Evaluator's Supervisor's Signature_________________________Date______________

Distribution of Copies: Original: Office of Human Resources, Copy to Administrator,
Copy to Evaluator
The evaluation report attached to this cover sheet will include:

1. A narrative by the evaluator on the strengths and weaknesses of the evaluatee on each of the five performance areas specified in Policy 4195:

   A. Performance Objectives for Results
   
   B. Leadership Skills
   
   C. Interpersonal and Communication Skills
   
   D. Supervisory Skills
   
   E. Management Skills

2. A jointly developed growth/improvement plan designed to improve administrative performance consistent with evaluation commentary.

This space intentionally left blank.
Administrator Remediation Report

Administrator's Name ________________________________________ Title ________________________

Evaluator's Name __________________________________________ Title ________________________

WRITTEN NOTIFICATION of movement to remediation ____________________________________________

(Date) (By)

PLACEMENT CONFERENCE including a review of unsatisfactory areas __________________________________

(Attach Remediation Plan) (Date)

Data Sources:

Dates of Direct Observations: ________________________________________________________________

__________________________________________________________

Data Sources other than Direct Observations:

__________________________________________________________

__________________________________________________________

__________________________________________________________

RECOMMENDATION of the evaluator to:

(Check one) ___ Return the evaluatee to the evaluation process
___ Extend Remediation Plan
___ Proceed to disciplinary action

ADMINISTRATOR'S COMMENTS: (PLEASE WRITE ON ANOTHER SHEET OF PAPER AND ATTACH.)

Signature of Administrator ________________________ Date ________________________

(The administrator's signature does not necessarily indicate agreement with the evaluation, but simply indicates the administrator has read the report.)

Evaluator's Signature ________________________ Date ________________________

Evaluator's Supervisor's Signature ________________________ Date ________________________
The remediation report attached to this cover sheet will include:

1. A narrative on the performance of the evaluatee in relation to the written Remediation Plan.

2. A recommendation by the evaluator to return the evaluatee to the evaluation process, continue remediation or to proceed to disciplinary action.

Approved by Superintendent, Robert D. Tschirki, August 11, 1997
Discipline, Suspension and Dismissal of Administrative Personnel

The Board of Education recognizes that appropriate action shall be taken whenever an administrative staff member is accused of or resorts to improper or unprofessional conduct in dealing with students, colleagues or patrons or violates applicable state or federal law, Board policies, administrative rules, negotiated agreements, and/or other agreements between the Board and the administrator association employee group.

In an effort to establish a consistent practice for dealing with matters of purported administrative misconduct, it is the intent of this policy and accompanying procedure to provide appropriate guidelines for addressing incidents of misconduct which may occur.

In any disciplinary action involving administrative personnel, the individual administrator has a right to due process, the right to representation, the right to place a rebuttal to any counseling, reprimand, incident report or final determination in his/her personnel file, and the right to appeal any final determination to the Board of Education.

All employment decisions remain within the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law.

LEGAL REFS.:  C.R.S. 22-9-101 et seq. (Certificated Personnel Performance Evaluation Act)
               C.R.S. 22-32-126 (Employment and authority of principals)
               C.R.S. 33-63-301 (Grounds for dismissal)
               C.R.S. 22-63-302(8) (Burden of proof)

Proposed: June 25, 1999
Adopted: June 25, 1999
Effective: July 1, 1999
Investigation and Discipline of Administrative Misconduct

The following procedures are established as guidelines to be followed in matters of disciplinary action involving administrative personnel. While, in most cases, incidents of misconduct shall be addressed through the following procedures, the Superintendent shall be authorized to immediately place on paid administrative leave any administrative staff member pending an investigation when the staff member is accused of serious misconduct.

Reports of misconduct may be referred by the Superintendent to the office of the Assistant Superintendent of Human Resources or other designee for investigation.

All matters involving incidents of misconduct shall remain confidential to the extent possible and to the extent permitted by applicable law or regulation. Disclosure of information to witnesses as necessary in order to investigate allegations shall not be considered a violation of the principle of confidentiality.

Investigation of Reports of Misconduct

Upon receipt of an allegation of misconduct by an administrator, if the report was not initially presented in writing, the Superintendent (or herein after, his/her designee) will attempt to obtain a written statement signed by the complaining party which describes the alleged misconduct. The Superintendent or his/her designee may interview others who might reasonably have knowledge about the allegations prior to meeting with the accused administrator.

Prior to recommending or implementing any discipline, the immediate supervisor and the Superintendent or his/her designee shall meet with the accused administrator to discuss the allegations. Copies of the written complaint and any other documentation relating to the allegations shall be provided to the administrator at the meeting. The administrator shall be notified prior to the meeting that allegations of misconduct will be discussed and that the administrator may bring a representative to the meeting. The administrator shall be given an opportunity to respond to the allegations at the meeting and to identify additional exculpatory witnesses and/or documents.

If the administrator and the Superintendent agree that no further investigation is necessary, a final determination to that effect shall be prepared by the Superintendent.

If either the Superintendent or the administrator believes further investigation is necessary, a thorough, timely process will be conducted to gather additional information. An investigative team shall be assembled with representation from both central administration and the CCAA, and shall have the authority to interview necessary individuals and to review all relevant documentation, including the personnel file of the accused administrator. Written findings of the investigation shall be presented to the Superintendent and the administrator’s immediate supervisor. A copy shall also be provided to the accused administrator. The administrator shall have five working days from receipt of the findings to submit a written response to the investigation team’s findings to the Superintendent and immediate supervisor.
Determination of Discipline

After reviewing the investigative findings, the written response of the administrator, any supplemental report of the investigators, and any additional information needed for clarification, the Superintendent and the administrator’s immediate supervisor shall make a final determination as to whether the alleged conduct occurred, and, if so, the appropriate discipline.

The decision regarding the misconduct and discipline shall be in writing and shall include:

1. A brief statement of the conduct that was found to have occurred or a statement that it could not be determined from the evidence that the conduct occurred;

2. a statement indicating the discipline, if any, that will be imposed;

3. any directives that may need to be followed in the future and the possible consequences for failing to follow such directives;

4. the signature of the Superintendent and/or immediate supervisor, and

5. a place for the signature of the administrator indicating that he or she has received a copy of the letter and that the letter has been reviewed with the supervisor.

The written decision shall be provided to and discussed with the administrator in person. The administrator may bring a representative to this meeting.

Disciplinary Action

If it is determined that an administrator has engaged in misconduct, appropriate action shall be taken which may include reporting the incident to law enforcement authorities, as well as imposing any disciplinary sanctions deemed appropriate, up to and including a recommendation for dismissal to the Board of Education.

Approved by Superintendent Robert D. Tschirki, June 25, 1999
Equal Employment Opportunity and Affirmative Action

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

Revised: March 9, 1981
Adopted: April 6, 1981
Responsibilities for Licensed and Classified Personnel

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

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

Approved by Superintendent Richard P. Koeppe, January 12, 1981.
Employee - Board of Education Relationships

1. The Board of Education of the Cherry Creek School District is always accessible to employees and employee representatives of the District.

2. As a general rule, any topic necessitating official action should first be submitted to the Office of Human Resources before being placed on the agenda.

Revised: June 10, 2002
Adopted: June 10, 2002
Effective: July 1, 2002
Publication of Articles

All staff members are encouraged to submit original articles for publication. Manuscripts dealing with programs of the Cherry Creek School District shall be reviewed and approved by the Superintendent.

Proposed: January 12, 1981
Adopted: February 9, 1981
Political Activities

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

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

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

Proposed:  January 12, 1988
Adopted:  February 9, 1988
Definition of Licensed Personnel

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

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

Definition of Classified Personnel

The term “Classified Employee” is applied to employees who are not required to hold a certificate or a letter of authorization as a prerequisite to obtain or keep their job.

Adopted: January 10, 1983
Effective: January 1, 1983
Travel Reimbursement

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

Adopted: January 10, 1983
Effective: January 1, 1983
Workers’ Compensation

As required by law, Cherry Creek School District carries Workers’ Compensation insurance covering all employees of the District. Should an employee be injured while at work and the accident is within the scope and course of his/her employment, he/she is entitled to the benefits provided by the Workers’ Compensation Law provided that such injury is reported to the employee’s immediate supervisor as soon as practicable.

Information concerning the Colorado Workers’ Compensation Law will be posted in each building.

Proposed: May 12, 1980
Adopted: June 9, 1980
Workers’ Compensation Claims Procedures

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

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

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

**PERFORMED**

**BY:**

**ACTION:**

**Employee**

**Reporting Requirements**

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

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

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

**Medical Treatment**

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

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

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

- Concentra, 10355 E. Iliff Ave, Aurora, CO (303-755-4955)
- Concentra, 11877 E. Arapahoe Rd. Suite 100, Centennial, CO (303-792-7368)
- Care Now, 5620 E. Parker Road, Aurora, CO (720-446-5893)
- Rocky Mountain Medical Group, 13650 E. Mississippi Ave., Suite 120, Aurora, CO (720-748-7072)
- U.S. Health Works Medical Group, 800 E. Belleview, Suite 428C, Greenwood Village, CO (303-741-1166)
- Workwell Occupational Medicine, 2550 S. Parker, Road, Suite 150, Aurora, CO (720-512-4408)
PERFORMED                        ACTION:
BY:                             

- The employee, after treatment, will return the Medical Status Report issued by the designated provider to their supervisor and assist in the completion of the First Report of Injury form.

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

- After Hours Care: In the event medical treatment is required for a work related injury after the office hours of the designated clinics or on a weekend, the employee should go to the Emergency Room at Centennial Healthcare Plaza, 14200 East Arapahoe Road, Centennial, CO (303-699-3000).

- **If an employee wishes to be treated by a physician other than those approved, they do so at their own expense.**

Lost Time

- Any time off from work due to a work related injury must be authorized by a designated physician.

- In accordance with the Colorado Workers’ Compensation Statute, an injured employee must be absent from work for three days before Workers’ Compensation Wage Benefits begin. Employees may use up to three days of their accumulated sick leave for the first three days of absence due to a work related injury, and thereafter, receive Statutory Workers’ Compensation Benefits which is 2/3 of the employee’s average weekly wage, subject to a maximum figure, which is established and adjusted each year by statute.

- The injured employee must return a copy of the doctor’s report to their supervisor after each doctor’s visit. This report will give the prognosis and the date the employee must return for follow-up visits.

- It is the duty and the responsibility of the injured employee to keep his/her supervisor advised of their return to work status.

<table>
<thead>
<tr>
<th>Appropriate Medical Treatment</th>
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<tbody>
<tr>
<td>Building Administrator/</td>
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<tr>
<td>Supervisor or the Nurse</td>
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<tr>
<td>Emergency Care: You should seek medical or emergency care for the injured worker at the nearest medical facility.</td>
</tr>
</tbody>
</table>
Non-Emergency Care

If medical treatment is required beyond first aid rendered by the school nurse, the building administrator, supervisor or nurse should complete the Designated Physician’s Authorization Form for the employee. Direct or take the injured employee to the nearest designated provider facility.

Reporting Requirements

• Give the injured employee the Cherry Creek Schools’ Information Document on the District’s Workers’ Compensation Program.

• Forward the following to the Risk Management Department along with the physician’s report on the injured employee:
  1. Completed Workers’ Compensation Employee Status Report
  2. The Employer’s First Report of Injury Form

This must be forwarded to the Risk Management Department within four calendar days of the occurrence. Note: The injured employee should not complete the Employer’s First Report of Injury, but should assist in completion of the form.

• Advise the injured worker that written notice must be delivered to the Risk Management Department within four working days of the accident.

• Investigate the claim and complete a Supervisor’s Workers’ Compensation Claim Follow-up Report and forward to the Risk Management Department.

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

• Note: All fatalities and any accident involving three (3) or more employees must be reported immediately by telephone to the Risk Management Office at (720) 554-4643.
The supervisor will work closely with the Risk Management Department on the following:

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

Hearings

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

Risk Management Reporting

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

Claims

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

Revised: August 1, 2017
Effective: July 1, 2017
Organizational Membership

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

Proposed: May 12, 1980
Adopted: June 9, 1980
Employment

The Board of Education is obligated to hire the most qualified applicants to fill existing vacancies.

Qualified applicants who have followed the District application process may include in-district transfers, as well as individuals not currently employed by the Cherry Creek School District.

Proposed: May 10, 1982
Adopted: June 14, 1982
Athletic Attendance

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
Insurance

1. **Insurance**

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

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

2. **Insurance Committee**

   a. The Insurance Benefits Committee shall be established by the Superintendent, composed of one representative of each employee group of the Cherry Creek School District. Each representative may be appointed or elected by a majority vote of these employees. The Committee shall be chaired by a representative of the Human Resources department and include a representative of Fiscal Services.

   b. This Committee is charged with the responsibility of making an annual review of the District approved employee insurance plan.

   c. Following this review, the Committee shall make the annual report to the Superintendent. This report shall recommend retention of the existing program or appropriate changes.

   d. The Committee shall have the responsibility to monitor insurance coverage problems and to make procedural recommendations.

Revised: August 11, 1997
Adopted: August 11, 1997
Effective: July 1, 1997
Coordination and Collection of Insurance Premiums
for Employees on Unpaid Leave of Absence

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

A. Eligibility

   All employees who are eligible for the District’s insurance program according to Board policy will be eligible according to the Insurance Master Policies to purchase health coverage while on Leave of Absence.

B. Enrollment

   To continue participation while on leave, an employee must notify the Benefits Office of desired coverage(s).

C. Premiums

   Premiums for employees on leave shall be the current rates in effect.

D. Premium Collection

   1. Premiums shall be paid on a monthly basis and shall be paid to the Benefits Office.

   2. Monthly billing statements will be sent to each employee who is on an approved unpaid leave of absence and who elects to continue their health coverage.

E. Termination of Coverage

   1. An employee on leave whose payment of premium is in arrears will be dropped from coverage and may not re-enroll without successfully completing the Insurance Master Policy requirements for re-enrollment.

   2. The death of the employee on leave will cause termination of all coverages.

   3. A voluntary withdrawal from participation in this plan shall terminate coverage for employees on leave.

Approved by Superintendent Robert D. Tschirki, June 24, 1998
MEMORANDUM OF UNDERSTANDING
July 1, 2009

Effective July 1, 2009, employees, working at 50% or greater contract, enrolled in Kaiser Catastrophic HMO, Kaiser HMO or Kaiser Added Choice Triple Option health care plan will receive an additional District Medical Contribution toward medical premium.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Additional District Contribution</th>
</tr>
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<tbody>
<tr>
<td>“Employee only”</td>
<td>$169.24 per month</td>
</tr>
<tr>
<td>“Employee and spouse only”</td>
<td>$254.50 per month</td>
</tr>
<tr>
<td>“Employee and children”</td>
<td>$264.89 per month</td>
</tr>
<tr>
<td>“Family”</td>
<td>$383.08 per month</td>
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Physical and Mental Examinations and Alcohol and Controlled Substance Testing

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

A. **Physical Examination - All Employees**

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

B. **Required Examination During Employment - All Employee**

   1. The Superintendent or designee may require any employee within the School District to submit to a physical or mental examination, when he/she has reasonable suspicion to believe:

      (a) the welfare of the employee, students or other employees justifies such examination; or

      (b) that the employee’s ability to perform his or her duties is impaired due to physical or mental reasons.

   The School District will pay the cost of the examination which shall be conducted by a physician of the School District’s choice. However, in the event the employee desires to utilize a personal physician, subject to the approval of the Superintendent, to satisfy the employee’s examination requirement, the employee may do so, provided the examination can be conducted within such time as may be reasonably required by the School District. In such event, the private physician will be paid, by the School District, an amount equal to the amount usually and customarily paid by the School District to the physician selected by it.

   Following the examination, a written report shall be issued by the physician.

   2. As a condition of continued employment with the School District, all employees consent to a chemical test of their blood, urine or breathe upon request of the Superintendent or designee. This test shall be ordered in the event the Superintendent or designee has reasonable suspicion to believe that the employee is under the influence of alcohol or drugs, or in the event of a reasonable suspicion that the employee’s ability to perform his or her duties is impaired by the use of alcohol or drugs. The employee will be allowed up to thirty minutes to obtain representation of his/her choice. Any such tests shall be conducted at any hospital, clinic, or facility properly equipped to administer such tests and shall be performed by any
doctor, nurse or technician properly qualified to administer such tests. The employee may not select the physician or technician to administer the tests. All such tests shall be paid for by the District.

The term drugs, as used herein, shall include, but not be limited to, those substances defined in CR5. 12-22-30 1 et. seq., known as the Colorado Controlled Substance Act of 1981.

(a) The failure or refusal of an employee to submit to any test required in paragraph 2 above, or to submit to and obtain the examinations required in paragraph 1 above, shall constitute insubordination, and shall result in:

(1) immediate suspension without pay, except as required by Colorado Statute, and

(2) termination of employment being recommended to the Board of Education.

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

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

(b) All alcohol and controlled substance testing performed under and pursuant to this Section C, will be conducted in accordance with federal regulations, the Act and procedures adopted by the District.

(1) Controlled substance testing will be conducted by means of a urine specimen collected and tested by a laboratory certified by the U.S. Department of Health and Human Services.

(2) Alcohol testing will be conducted using an evidential breath-testing device.

(3) Employees will not be entitled to have testing performed at a location or by an individual or facility other than that designated by the District. However, a split sample of the urine test for controlled substances will be available for the employee pursuant to District policy and federal regulations in the event the sample tested is confirmed positive.

(4) An employee may not refuse to submit to alcohol and/or controlled substance testing under this Section C. Refusal shall result in immediate suspension of employment without pay and recommendation
of termination to the Board.

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

1. Pre-employment testing shall be administered to all applicants offered a position in the District requiring a CDL prior to the first time the employee performs any safety-sensitive functions for the District.

2. Random alcohol testing shall be conducted at any time period surrounding the performance of safety-related functions, which includes just before or just after the employee performs the safety-related function. Random controlled substance testing shall be performed anytime while the employee is at work.

3. Reasonable suspicion testing will be conducted of any employee when a determination and observation is made by a trained supervisor and he has a reasonable suspicion to believe any employee has violated the District’s policies and/or federal regulations relating to alcohol or controlled substance use or possession.

4. Post-accident testing will be conducted on any employee involved in an accident which results in the loss of human life or if the employee receives a citation for a moving traffic violation arising out of an accident.

5. Return to duty testing will be required prior to an employee being reinstated, if at all, after an employee has tested positive for prohibited alcohol concentration levels or the presence of a controlled substance and after the employee has undergone an evaluation by a substance abuse professional except as noted in No. 6 below.

6. Follow-up testing will be required of any employee identified by a substance abuse professional as needing assistance in resolving problems with alcohol misuse or controlled substance use and who has returned to duty.

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

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

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

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

Revised: December 12, 1994
Adopted: January 9, 1995
Communicable or Life-Threatening Diseases

A. **Purpose**

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

B. **Identification of Ill Employees**

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

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

C. **Verification of Illness or Disease**

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

D. **Determination of Fitness for Continued Duty**

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

1. Medical reports regarding the condition of the employee;

2. The type of duties and interaction in the work place required of the employee in performance of his/her assignment;

3. The impact of continued employment on the affected employee, students and others
in the work place;

4. Consideration of “reasonable accommodations” in the employment of the affected employee pursuant to Section 504 of the Rehabilitation Act when applicable, and

5. Input and recommendations from public health officials and others.

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

E. **Return to Duty**

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

F. **Termination of Employment**

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

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

G. **Confidentiality**

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

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

Approved by Superintendent, Jim S. Huge, June 13, 1988
Drug-Free Workplace

The unlawful manufacture, possession, use or distribution of illicit drugs and alcohol on School District premises or as part of any of the School District activities is specifically prohibited. This policy shall apply to all School District employees, although at times, District personnel may certify that a particular federal grant may apply only to specific work sites.

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

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

Each employee will be provided with a copy of this policy which sets forth the expected standards of conduct and the disciplinary sanctions which may be imposed as a result of a violation of this policy.

Pursuant to the provisions of federal law, any employee who is convicted of or pleads guilty or nolo contendere (no contest) to any criminal drug statute for a violation occurring in the workplace, shall notify the Superintendent or his designee within five days after the conviction. The District has the obligation and shall notify the appropriate Federal agency within 10 days after receiving notice of such conviction or plea if there is a relationship between federal funds received by the District and the convicted employee’s work site.

The Board of Education shall conduct a biennial review of its drug and alcohol abuse prevention programs to determine the programs’ effectiveness, to implement required changes if necessary, and to insure that disciplinary sanctions are consistently enforced.

Proposed: August 13, 1990
Adopted: August 13, 1990
Effective: July 1, 1990
Military Leave, Jury Duty Leave, Subpoenaed Witness

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

   a. An employee, who is a member of a reserve component of the United States military services or a member of a National Guard Unit, shall be granted leave for up to fifteen days of active duty for training in any year.

   b. Such military training leave shall be granted with pay if the training takes place during an employee’s regular contracted or assigned work time. Such sums as shall be paid by the military for salary while on training leave shall be reimbursed to the District up to that amount which equals the employee’s normal salary or wage for the day(s) in question.

      Should the amount paid by the military exceed the employee’s normal salary or wage paid by the District, the employee may keep such excess.

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

2. **Military Leave**

   An employee who is involuntarily inducted into active military service shall, upon request, be granted a leave of absence without pay by the Board of Education for the period of involuntary service. A copy of the employee’s orders will accompany the request for leave. The provisions of Colorado Statute shall apply.

3. **Leave of Absence for Jury Duty**

   All regular employees and all regular part-time employees under court orders for jury duty shall be granted leave of absence with pay. Such sums as shall be paid by the court, minus expenses, shall be forwarded to the School District if jury duty occurs on a contracted day.

   The employee shall supply documentation of absences and amount of compensation.

4. **Subpoenaed Witness**

   Any employee subpoenaed as a witness in a court case involving the Cherry Creek School District shall be granted leave with pay unless said employee is the plaintiff in the case.

Adopted: November 14, 1983
Effective: January 1, 1984