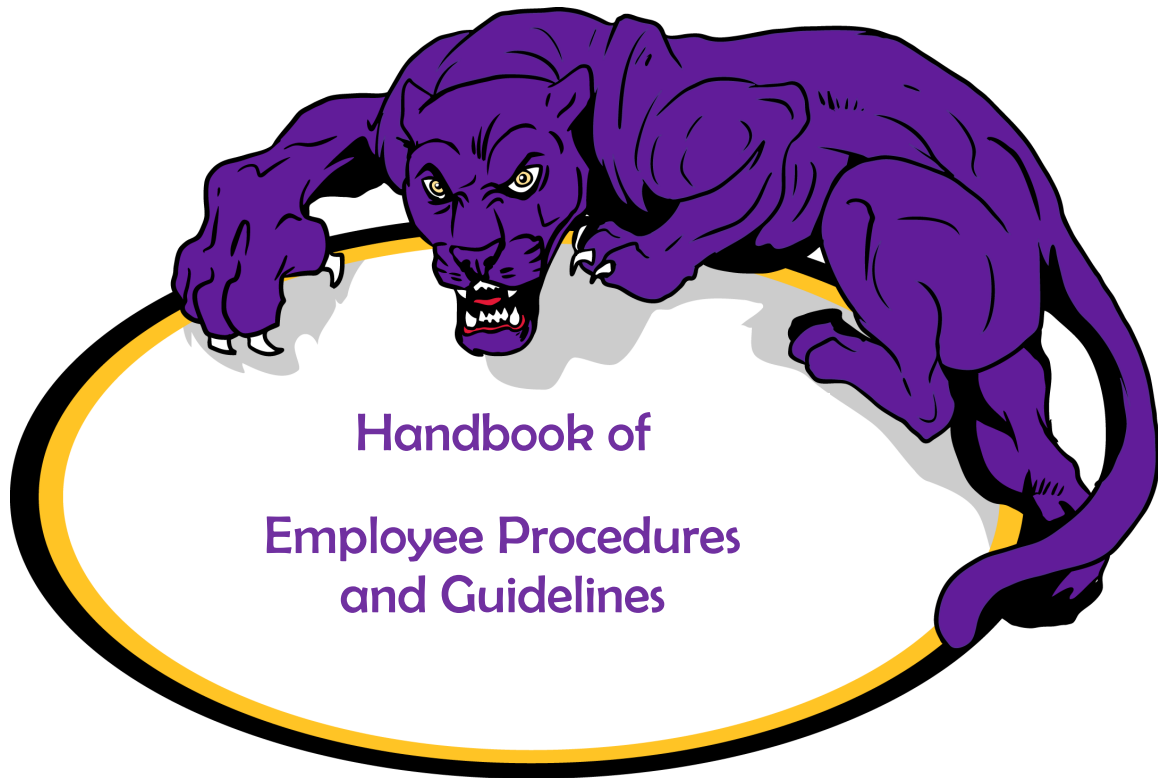


# Lake County School District



August 2015



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# **Hiring**

## **Open Hiring/Equal Employment Opportunity**

The Board subscribes to the fullest extent to the principles of the dignity of all people and of their labors. It also recognizes that it is both culturally and educationally sound to have persons of diverse backgrounds on the school district's staff.

Therefore, the district shall promote and provide for equal opportunity in recruitment, selection, promotion and dismissal of all personnel. Total commitment on the part of the district towards equal employment opportunity shall apply to all people without regard to race, color, creed, sex, sexual orientation, religion, national origin, ancestry, age, genetic information marital status, or disability.

Every available opportunity shall be taken to ensure that the district does not discriminate in any area of employment including job advertising, pre-employment requirements, recruitment, compensation, fringe benefits, job classifications, promotion and termination.

### **Professional Staff Recruiting/Hiring**

#### **Recruiting**

The superintendent shall develop and maintain a recruitment program designed to attract and hold the best possible personnel, who are highly qualified as defined by the federal No Child Left Behind Act of 2001 (NCLB), in the district's schools.

It is the responsibility of the superintendent, with the assistance of other administrators, to determine the personnel needs of the district in general and of each individual school and to locate suitable candidates to recommend to the Board for employment. The search for good teachers and other professional personnel shall extend to a wide variety of educational institutions and geographical areas. It shall take into consideration the diverse characteristics of the school system and the need for staff members of various backgrounds.

Recruitment procedures shall not overlook the talents and potential of individuals already employed in the district's schools. Any present employee of the district may apply for a position for which he or she is licensed, highly qualified, and meets other stated requirements.

#### **Background checks**

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 the applicant's fitness for employment. In all cases where credit reports are used in the hiring process, the district shall comply with the Fair Credit Reporting Act.

#### **Hiring**

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.

All candidates shall be considered on the basis of their merits, qualifications and the needs of the school district. The Board directs that recruitment procedures will give preference to candidates who meet the NCLB definition of highly qualified.

All interviewing and selection procedures shall ensure that the administrator directly responsible for the work of a staff member has an opportunity to aid in the selection and that, where applicable, the school principal has an opportunity to consent. Unless otherwise required by law, the final selection for nomination shall be made only by the superintendent.

#### **Appointment of candidates**

Nominations shall be made at meetings of the Board of Education. Nominations of candidates who are not highly qualified, as defined by the NCLB, will be accompanied with an explanation as to why a highly qualified candidate was not hired for the position. The vote of a majority of the Board shall be necessary to approve the appointment of

teachers, administrators or any other employee of the school district. If there is a negative vote by the Board, the superintendent shall submit a new recommendation to the Board for approval.

Upon the hiring of any employee, information required by federal and state child support laws will be timely forwarded by the district to the appropriate state agency.

## **Professional Staff Recruiting/Hiring (Regulation)**

Applications of all regular licensed personnel to be employed by the district will be processed according to this procedure. Short-term, temporary or interim appointments may be made directly by the superintendent, subject to the approval of the Board of Education, without following the advertising procedure.

1. **Vacancies**

All regular vacancies will be advertised by the department of personnel.

2. **Applications**

All applications will be submitted to the personnel office.

Current employees may apply for supplemental pay positions by submitting a letter outlining their qualifications for the position they are seeking.

All applicants will report to the personnel office and complete an application form.

3. **Initial screening and interview**

The personnel office will screen applications and conduct the initial interview with all applicants. The objectives of the screening and initial interview process are to:

- a. Determine if the applicant meets the requirements of the No Child Left Behind Act of 2001 (NCLB) for designation as a highly qualified teacher.
- b. Determine the suitability of the applicant for the specific position.
- c. Determine those applicants who are most qualified for the position.
- d. Ensure eligible applicants from the district's priority hiring pool receive first opportunity to interview, as required by law.
- e. Discuss with the applicant any district policies and procedures pertinent to the job and to the employment process.

4. **Background checks**

Prior to hiring and in accordance with state law, the personnel office shall:

- a. Conduct a background check through the Colorado Department of Education (the department) to determine the applicant's fitness for employment.

The department's records shall indicate if the applicant has been convicted of, pled *nolo contendere* to, received a deferred sentence, or had his or her license or authorization denied, annulled, suspended or revoked for such crimes. The department shall provide any available information to indicate whether the applicant has been dismissed by or resigned from a school district as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior which was supported by a preponderance of evidence according to information provided to the department by a school district and confirmed by the department in accordance with state law. The department shall also provide information regarding whether the applicant's license or certification has ever been denied, suspended, revoked or annulled in any state, including but not limited to any information gained as a result of an inquiry to a national teacher information clearinghouse.

Information of this type that is learned from a different source shall be reported by the district to the department.

The department will not disclose any information reported by a school district unless and until the department confirms that the allegation resulted in the person's name being placed on the state central registry of child protection.

- b. Contact previous employers of the applicant to obtain information or recommendations relevant to the applicant's fitness for employment.

5. **Credit reports**

The personnel office will not obtain a credit report on an applicant unless the office has first notified the individual in writing, in a document consisting solely of the notice, that the district would like to obtain a credit report and requesting the individual's written authorization to obtain the report. A credit report will only be requested when the applicant submits a written authorization.

The personnel office will not rely on a credit report in denying an application unless the office has first supplied the applicant with a disclosure that includes a copy of the credit report and a summary of the applicant's rights. If an application for employment is denied because of the credit report, the personnel office will give the applicant notice that the action has been taken, as well as:

- a. the name, address and phone number of the credit bureau supplying the report;
- b. a statement that the credit bureau was not involved in the decision to deny the application; and
- b. a notice of the individual's right to dispute the information in the report.

6. **Placement interview**

- a. Determine whether the applicant can handle the specific assignment.
- b. Determine the best applicant for the position.
- c. Discuss with the candidate any building or departmental regulations pertinent to the job.

7. **Selection**

In the selection of *secondary teachers*, the principal and department chairman will interview the qualified applicants. The decision regarding selection will be made by the principal, considering mutual consent placement provisions in law where applicable.

In the selection of *elementary teachers*, the principal will interview the qualified applicants. The decision regarding selection will be made by the principal considering mutual consent placement provisions in law where applicable.

In the selection of *athletic coaches*, the principal and director of athletics will interview the qualified applicants, and the decision regarding selection will be made by the principal, the director of athletics and the personnel director. In the selection of assistant athletic coaches, the head coach of that sport will be involved in the interview process.

In the selection of *department chairpersons*, the principal and director of secondary education will interview the qualified applicants, and the decision regarding selection will be made by the principal, the director of secondary education and the personnel director.

If the department chairman, director of athletics, head coach, personnel director or director of secondary education are not available at a time when a selection must be made, the selection will be made by those applicable persons present under the specific direction of the superintendent.

8. **Contract or job offer**

Only the personnel office is authorized to offer new or supplemental pay contracts and/or jobs to current employees or applicants.

9. **Information report to state**

In accordance with federal and state law, the personnel office will report the name, address and social security number of every new employee to Colorado State Directory of New Hires, P.O. Box 2920, Denver, Colorado 80201-2920.

This report, due within 20 days of the date of the hire or on the first payroll after the 20 days have expired, shall be submitted even if the employee quits or is terminated before the report is due. Upon termination, the employee's last known address, the fact of the termination, and the name and address of the employee's new employer, if known, shall be reported to the applicable court or agency.

Upon receiving a Notice of Wage assignment, the district shall remit the designated payment within 7 days of withholding the income according to instructions contained in the Notice. Child support withholding takes priority over other legal actions against the same wages.

### **Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff**

The district shall maintain an authorized list of personnel to be used for substitute or part-time employment. Prior to adding a person's name to the list, a background check shall be carried out in accordance with state law.

The superintendent shall notify and direct persons on the list to perform such service for the district as may be required on a temporary basis. The superintendent authorizes principals to notify and direct persons on the list to perform as substitute teachers on a temporary basis as needed.

Payment for performing temporary services shall not constitute any assurance or offer of continuing employment without specific Board action.

Every person placed on the authorized list shall be given a copy of this policy prior to performing services pursuant to this policy.

The district annually shall determine the needs for substitute teachers and the availability of substitute teachers who meet the licensure requirements of state law. If it is determined that a shortage of qualified substitute teachers exists, the superintendent shall attest that an emergency exists due to a demonstrated shortage of licensed or authorized substitute teachers in the district. If these conditions exist, qualified applicants shall be encouraged to apply for emergency substitute authorization in accordance with state regulations.

All persons hired as emergency substitute teachers shall be fingerprinted in accordance with the requirements of state law.

The superintendent shall take any necessary steps to increase the available pool of substitute teachers by encouraging qualified persons to seek the appropriate license or authorization as provided by state law and regulation.

### **Instructional Staff Assignments and Transfers**

The assignment of instructional staff members and their transfer to positions in the various schools and departments of the district shall be recommended by the superintendent. The following criteria shall serve as guidelines:

1. Qualifications, skills and abilities that align with and match the job description compared to those of other candidates, both for the position to be vacated and for position to be filled.
2. Recommendation and/or approval of the principal(s) involved.



3. Opportunity for the staff member's professional growth.
4. Wishes of staff member regarding assignment or transfer.
5. Input from colleagues who will work with the employee.
6. When there is more than one applicant for a position and all of the above criteria area essentially equal, priority shall be given to the applicant with the most seniority as a non temporary teacher in the District.

#### **Request for Transfer**

1. An applicant for transfer must submit an official transfer request form to Human Resources. Interest in a transfer may be submitted prior to postings. Transfer requests must be submitted each school year.
2. Endorsement will be the main consideration when a teacher is moved to another assignment
3. All qualified District teachers who apply for a transfer will be granted an interview. Interviews for in-district transfers will occur as soon as possible after the 5-day posting and will be scheduled prior to other interviews for the position. After his or her interview, the transfer candidate will be notified of his or her status in the hiring process by the building administrator. In the event of a hiring within 2 weeks prior to the first contract day of each year, interviews for in-district transfers and outside candidates may occur simultaneously.
4. An employee making a request for transfer whose request is denied has the option to schedule a meeting with the building administrator to discuss the reason(s) for denial.
5. Nothing in this Section shall be construed to limit or impair the right of the District to exercise its own discretion in determining whom to employ.

#### **Involuntary Transfer**

1. Reassignments from one building to another, or within a building, may be made by the District.

The assignment of a staff member to a specific building will not imply permanent assignment to that building.

**LAKE COUNTY SCHOOL DISTRICT R-1  
Leadville, Colorado 80461**

**OFFICIAL CERTIFIED TRANSFER REQUEST FORM**

Directions Complete one form, including all positions desired, and return to the District Office on or before the deadline date (if applicable) along with an updated resume which includes: professional training and experiences, teaching experiences, additional areas of certification and include co-curricular activity qualifications/desires..

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

Present teaching position \_\_\_\_\_

at \_\_\_\_\_ school.

I would like to be considered for the following positions, should they materialize:

1. \_\_\_\_\_ at \_\_\_\_\_

2. \_\_\_\_\_ at \_\_\_\_\_

3. \_\_\_\_\_ at \_\_\_\_\_

List all extracurricular activities you are willing to direct or assist: \_\_\_\_\_

Does your present certificate/license qualify you for these changes: \_\_\_\_\_ Yes \_\_\_\_\_ No

If not, how and when can you qualify: \_\_\_\_\_

Reason for request (optional) \_\_\_\_\_

Additional information: \_\_\_\_\_

If these openings occur during the summer months, where can you be reached?

\_\_\_\_\_

Address

Phone

e-mail

Please read the following statement carefully and sign below:

I understand that if at any time I wish to remove my name from consideration for any position(s) to which I have requested transfer, I am obligated to notify the Building Administrator involved immediately regarding my intentions. I also understand that to be considered for any particular position posted, but not specifically listed above; will require the submission of a new Official Transfer Request Form.

\_\_\_\_\_

Signature

## Support Staff Recruiting/Hiring

The Superintendent shall establish and budget for classified positions in the school district on the basis of need and the financial resources of the district.

### Recruiting

The recruitment and selection of candidates for these positions shall be the responsibility of the superintendent or designee who shall confer with principals and other supervisory personnel in making a selection. Only qualified paraprofessionals, as defined by the No Child Left Behind Act of 2001, shall be hired to provide instructional support for students in Title I Schoolwide and Targeted Assistance Programs.

All vacancies shall be made known to the present staff. Anyone qualified for a position may submit an application.

### Background checks

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 the applicant's fitness for employment. In all cases where credit reports are used in the hiring process the district shall comply with the Fair Credit Reporting Act.

All applicants recommended for a position in the district shall submit a set of fingerprints and a notarized form with information about felony or misdemeanor convictions as required by law. (This requirement shall not apply to any student currently enrolled in the district applying for a job.) Applicants may be conditionally employed prior to receiving the fingerprint results.

### Hiring

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

The Board shall officially appoint all employees upon the superintendent's recommendation; however, temporary appointments may be made pending Board action.

Upon the hiring of any employee, information required by federal and state child support laws will be timely forwarded by the district to the appropriate state agency.

## Support Staff Recruiting/Hiring (Regulation)

### Background checks

Prior to hiring and in accordance with state law, the personnel office shall:

1. Conduct a background check through the Colorado Department of Education (the department) to determine the applicant's fitness for employment.

The department's records shall indicate if the applicant has been convicted of, pled *nolo contendere* to or received a deferred sentence for such crimes. The department shall provide any available information to indicate whether the applicant has been dismissed by or resigned from a school district as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior which was supported by a preponderance of evidence according to information provided to the department by a school district and confirmed by the department in accordance with state law. The department shall also provide information regarding whether the applicant's license or certification has ever been denied, suspended, revoked or annulled in any state, including but not limited to any information gained as a result of an inquiry to a national teacher information clearinghouse.

Information of this type that is learned from a different source shall be reported by the district to the department.

The department will not disclose any information reported by a school district unless and until the department confirms that the allegation resulted in the person's name being placed on the state central registry of child protection.

2. Contact previous employers of the applicant to obtain information or recommendations relevant to the applicant's fitness for employment.

### **Fingerprinting**

1. All applicants selected for employment in a support staff position must submit a complete set of fingerprints taken by a qualified law enforcement agency or an authorized district employee and a notarized, completed form (described in 2 below) as required by state law.
2. On the form the applicant must certify either that he or she has never been convicted of a felony or misdemeanor charge, not including any misdemeanor traffic offense, or that he or she has been convicted of a felony or misdemeanor charge (not including any misdemeanor traffic offense). The form must specify the felony or misdemeanor, the date of conviction and the court entering judgment.
3. The school district will release the fingerprints to the Colorado Bureau of Investigation for the purpose of conducting a state and national fingerprint-based criminal history record check utilizing the records of the Colorado Bureau of Investigation and the Federal Bureau of Investigation.
4. Although an applicant may be conditionally employed prior to receiving the results, he or she may be terminated if the results are inconsistent with the information provided on the application. In accordance with state law, the employee or applicant shall be terminated or disqualified from district employment if the results disclose a conviction for any of the following offenses:
  - a. felony child abuse, as described in C.R.S. 18-6-401;
  - b. a crime of violence, as defined in C.R.S. 18-1.3-406(2);
  - c. a felony involving unlawful sexual behavior, as defined in C.R.S. 16-22-102(9);
  - d. felony domestic violence, as defined in C.R.S. 18-6-800.3;
  - e. a felony drug offense, as described in C.R.S. 18-18-401 *et seq.*, committed on or after August 25, 2012;
  - f. felony indecent exposure, as described in C.R.S. 18-7-302; or
  - g. attempt, solicitation or conspiracy to commit any of the offenses described in items a-f; or
  - h. an offense committed outside of this state, which if committed in this state would constitute an offense described in items a-g.

The district shall notify the district attorney of inconsistent results for action or possible prosecution.

### **Information report to state**

1. In accordance with federal and state law, the personnel office will report the name, address and social security number of every new employee to Colorado State Directory of New Hires, P.O. Box 2920, Denver, Colorado 80201-2920.
2. This report, due within 20 days of the date of the hire or on the first payroll after the 20 days have expired, shall be submitted even if the employee quits or is terminated before the report is due. Upon termination, the employee's last known address, the fact of the termination, and the name and address of the employee's new employer, if known, shall be reported to the applicable court or agency.
3. Upon receiving a Notice of Wage assignment, the district shall remit the designated payment within 7 days of withholding the income according to instructions contained in the Notice. Child support withholding takes priority over other legal actions against the same wages.

## **Title I paraprofessionals**

Prior to hiring paraprofessionals to work in Title I Schoolwide or Targeted Assistance Programs, the personnel office shall determine whether the applicant meets the qualifications required under federal law and regulations.

*NOTE 1: District personnel shall submit the name, date of birth and social security number for each nonlicensed employee to the Colorado Department of Education (CDE) as required by state law. C.R.S. 22-32-109.8(11). The district shall notify CDE at the beginning of each semester about nonlicensed persons who are no longer employed by the district. The purpose of this reporting requirement is to keep a central database at CDE so the Colorado Bureau of Investigation (CBI) can communicate with the district about any criminal activity involving school district employees whose fingerprints are on file with the CBI.*

*NOTE 2: Regarding the requirement that an applicant submit a notarized, completed form about his or her criminal history, state law defines "convicted" as: "[A] conviction by a jury or by a court and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony or misdemeanor, the payment of a fine, a guilty plea accepted by a court, a plea of nolo contendere, and the imposition of a deferred sentence or suspended sentence by the court." C.R.S. 22-32-109.8(8)(a). Any district form used to certify an applicant's criminal history should reflect this broad definition of "convicted" to ensure that applicants disclose the legally required information.*

*NOTE 3: When CBI provides an update to CDE regarding those school employees previously subject to a fingerprint-based background check, CDE must provide that update to school districts. Each school district must then cross-check its employee list with the update and take appropriate action if necessary. C.R.S. 22-2-119(4)(b).*

*NOTE 4: An employee who is terminated solely due to disqualification from employment for a felony domestic violence and/or a felony drug offense, as required by state law, may reapply for employment after five years have passed since the date the offense was committed. The law does provide exceptions to this provision, stating the district may conduct an assessment to determine if the applicant poses a risk to district students or staff, and also allowing a person who is ineligible for district employment as a result of such a conviction to submit a written request for reconsideration by the district. The law includes the specific factors for reconsideration at the applicant's request.*

## **Support Staff Assignments and Transfers**

The assignment of staff members and their transfer to positions in the various schools and departments of the District shall be recommended by the Superintendent.

The following criteria shall serve as guidelines to consider transfer into a vacant position:

1. Contribution which the staff member could make to students in a new position.
2. Qualifications of staff member compared to those of outside candidates, both for position to be vacated and for position to be filled.
3. Recommendation and/or approval of the principal(s) involved.
4. Opportunity for the staff member's professional growth.
5. Wishes of staff member regarding assignment or transfer.

**Request For Transfer**

1. An applicant for transfer must submit an official transfer request form to Human Resources. Interest in a transfer may be submitted prior to postings.
2. All qualified staff members who apply for a transfer will be granted an interview.
3. After the final decision has been made, the recommending building administrator will contact each applicant within a reasonable period of time.
4. Nothing in this Section shall be construed to limit or impair the right of the District to exercise its own discretion in determining whom to employ.

**Involuntary Transfer**

1. Reassignments from one building to another, or within a building, may be made by the District.

The assignment of an employee to a specific building will not imply permanent assignment to that building.

**LAKE COUNTY SCHOOL DISTRICT R-1  
Leadville, Colorado 80461**

**OFFICIAL CLASSIFIED TRANSFER REQUEST FORM**

Directions Complete one form, including all positions desired, and return to the District Office on or before the deadline date (if applicable) along with an updated resume.

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

Present position \_\_\_\_\_

at \_\_\_\_\_ school.

I would like to be considered for the following positions, should they materialize:

1. \_\_\_\_\_ at \_\_\_\_\_

2. \_\_\_\_\_ at \_\_\_\_\_

3. \_\_\_\_\_ at \_\_\_\_\_

List all extracurricular activities you are willing to direct or assist: \_\_\_\_\_

\_\_\_\_\_

List your qualifications for the position(s) you are applying: \_\_\_\_\_

\_\_\_\_\_

Additional information: \_\_\_\_\_

If these openings occur during the summer months, where can you be reached?

\_\_\_\_\_

Address

Phone

e-mail

Please read the following statement carefully and sign below:

I understand that if at any time I wish to remove my name from consideration for any position(s) to which I have requested transfer, I am obligated to notify the Building Administrator involved immediately regarding my intentions. I also understand that to be considered for any particular position posted, but not specifically listed above; will require the submission of a new Official Transfer Request Form.

\_\_\_\_\_

Signature

## **Part-Time and Substitute Support Staff Employment**

The district shall maintain an authorized list of personnel to be used for substitute or part-time employment. The superintendent authorizes the district substitute coordinator to notify and direct persons on the list to perform such service for the district as may be required on a temporary basis. The superintendent authorizes principals to notify and direct persons on the list to perform as substitutes on a temporary basis as needed.

The Board shall approve such action at the next regular meeting. Authorization by the Board of Education to pay personnel performing services on a temporary basis shall constitute employment by the Board for services provided during the period of time covered by such payment.

Such payment shall not constitute any assurance or offer of continuing employment without specific Board action.

Prior to adding a person's name to the list, a background check shall be carried out in accordance with state law. Part-time and substitute personnel also shall submit a set of fingerprints and a notarized form with information about felony or misdemeanor convictions. Persons failing to provide this information shall not be added to the authorized list.

Every person placed on the authorized list shall be given a copy of this policy prior to performing services pursuant to this policy.

*NOTE: Regarding the requirement that an applicant submit a notarized, completed form about his or her criminal history, state law defines "convicted" as: "[A] conviction by a jury or by a court and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony or misdemeanor, the payment of a fine, a guilty plea accepted by a court, a plea of nolo contendere, and the imposition of a deferred sentence or suspended sentence by the court." C.R.S. 22-32-109.8(8)(a). Any district form used to certify an applicant's criminal history should reflect this broad definition of "convicted" to ensure that applicants disclose the legally required information.*



# Records and Files

## Staff Health (And Physical and Mental Health Examination Requirements)

Through its overall safety program and various policies pertaining to school personnel, the Board shall seek to ensure the safety of employees during working hours and assist them in the maintenance of good health. It shall encourage all its employees to maintain good health and practice good health habits.

Under the following circumstances, the Board may require physical examinations of its employees or applicants for employment. The district shall pay for all such physical examinations. Results of such physical examinations shall be maintained in separate medical files and not in the employee's personnel file and may be released only in limited circumstances.

### **Routine physical examinations**

Subsequent to a conditional offer of employment and prior to commencement of work, the district may require an applicant to have a medical examination and to meet any other health requirements that may be imposed by the state. The district may condition an offer of employment on the results of such examination if all entering employees in the applicable job category are subject to such examination. A 30-day grace period may be allowed if approved by personnel services.

All bus drivers, including full-time, part-time or temporary, shall be required to have a physical examination once every two years to obtain or renew an operator's permit.

### **Special examinations**

The Board recognizes that an individual's medical diagnosis is privileged information between the patient and medical professionals. However, whenever a staff member's medical condition is such that it interferes with the ability to perform required duties or there is an unacceptable risk to the health and safety of the employee or others, the district shall take necessary steps to evaluate the employee's condition and make appropriate employment decisions.

The Board may request physical examinations and/or mental health examinations of any employee at any time to determine if the employee has a physical and/or mental condition, disease or illness which may interfere with the employee's ability to perform required duties or which may pose an unacceptable risk to the health, safety or welfare of the employee or others. The school district shall select the medical professional to conduct such examination and shall pay the costs associated with such examination.

When the employee cannot perform the essential functions of the job with reasonable accommodation, or medical evidence establishes that the employee's condition poses a significant risk to the health, safety or welfare of the employee or others, the school district may suspend and/or terminate the employee in accordance with applicable policies and regulations and applicable law.

### **Readily-transmitted communicable diseases**

An employee with an acute, common communicable disease shall not report to work during the period of time when contagious/infectious. The district reserves the right to require a physician's statement prior to the employee's return to work.

An employee diagnosed with a serious, readily-transmissible disease or condition shall be encouraged to report the existence of the condition or illness in case there are precautions that must be taken to protect the health of others.

### **HIV infection**

Any employee who becomes aware of personal infection with the human immunodeficiency virus (HIV), which although life-threatening poses little risk of transmission in a school setting, is encouraged to report to a designated school administrator the diagnosis of HIV. The administrator shall follow the procedures accompanying this policy to evaluate the employment status of the staff member.

To encourage disclosure, the school district shall endeavor to treat these employees in a fair, nondiscriminatory and confidential manner consistent with the district's legal obligations. Federal and state law mandate, pursuant to provisions protecting persons with disabilities that such employees shall not be discriminated against on the basis of their disabilities and that reasonable accommodations shall be made to enable qualified individuals with disabilities to continue working.

### **Confidentiality**

In all instances, district personnel shall respect the individual's right to privacy and treat any information regarding the medical condition or medical history of an employee or applicant as confidential information. The superintendent shall develop procedures to ensure that all medical information will be held in strict confidence. Any school staff member who violates confidentiality shall be subject to appropriate disciplinary measures.

## **Staff Health (Staff Members with HIV/AIDS/Communicable Diseases) Regulation**

The following procedures shall be followed when evaluating the employment status of an employee infected with human immunodeficiency virus (HIV) including those staff members diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) and those suspected of being infected with HIV.

These procedures shall also apply whenever a school official has reasonable cause to suspect that a staff member is seriously ill and the illness is affecting the employee's ability to perform job responsibilities or poses an unacceptable risk to the health and safety of the employee or others. Reasonable cause may exist in but not be limited to situations where the employee's health is observed to be deteriorating to the point of interfering with the performance of duties, when the employee displays persistent physical symptoms of illness, or where there is similar reasonable evidence of such disease.

### **Reporting suspected or confirmed cases**

The superintendent will be the staff member responsible for coordinating the school district's effort to evaluate the employment status of an employee in accordance with these procedures. For purposes of these procedures, the superintendent shall be referred to as the "school officer."

It is improper for any employee, with knowledge or reasonable grounds to suspect that he/she is infected with a communicable disease, to willfully expose or infect another with such disease, or to knowingly perform an act or engage in conduct which exposes or infects another person with such disease.

Any staff member infected with HIV is encouraged to report this fact directly to the school officer.

If a supervisor has been informed or has reasonable cause to believe that an employee has an illness which is interfering with job performance or posing an unacceptable health risk to the employee or others, the supervisor shall notify the school officer immediately. The school officer shall confer individually with the supervisor and the staff member to assess the situation.

### **Evaluation of employment status**

HIV infection is not transmitted casually; therefore, it is not itself a reason to remove a staff member from school. The school officer will determine whether the person who is infected with HIV has a secondary infection such as active tuberculosis that constitutes a recognized risk of transmission in the school setting. This is a medical question which the school officer will answer by consulting with the infected person's physician, a qualified public health official who is responsible for such determinations, and the infected person.

In determining an appropriate response, the district shall consider the most current and reliable medical information available, with particular reference to the dangers of increased risk of transmission to others, and the health risk to the employee as well as the expected type of interaction with others.

If there is no secondary infection that constitutes a medically recognized risk of transmission in the school setting, the infected person's job assignment will not be altered unless a reassignment is requested as a reasonable accommodation.

If there is a secondary infection that constitutes a medically recognized risk of transmission in the school setting, the school officer will consult with the physician, public health official and the infected person. If necessary, they will develop an individually tailored plan for the staff member. Additional persons may be consulted if this is essential for gaining additional information, but the infected staff member must approve of the notification of any additional persons who would know the staff member's identity. Utmost confidentiality will be observed throughout this process.

When an employee is determined to be unfit for continued duty because it has been determined that the employee is incapable of performing the essential functions of the position or poses a direct threat to the health or safety of himself/herself or others, the employee will be entitled to use any accumulated sick leave in accordance with Board policies.

When an employee has exhausted all sick leave and other applicable leave options and is deemed unfit to resume duties, employment may be terminated through the employee's resignation, retirement or dismissal in accordance with applicable Board policies and applicable law.

The school official will review the case periodically with the infected person and the medical advisors described above.

### **Confidentiality**

All information gained by the district through the application of the accompanying policy and these procedures, including the identity of an employee infected with HIV, shall be treated as confidential. Information will be disclosed only as appropriate in connection with these procedures.

Persons who may know the identity of a staff member infected with HIV are those who with the infected person will determine whether the person has a secondary infection that constitutes a medically recognized risk of transmission in the school setting. They are the school officer, the personal physician of the infected person and a public health official who may be able to study the facts of the case sufficiently without needing to know the identity of the staff member to make a decision.

The decision makers listed above and the infected person will determine whether additional persons such as the school nurse or principal need to know that an infected person works at a specific school. The additional persons will not know the name of the infected person without this person's consent.

All persons shall treat all medical information as highly confidential. No information will be divulged directly or indirectly to any other individuals or groups. All medical information and written documentation of discussions, telephone conversations, proceedings and meetings will be kept by the school officer in a locked file. Access to this file will be granted only to those persons who have the written consent of the infected staff member.

To further protect confidentiality, names will not be used in documents except when essential. Any document containing the name or any other information that would reveal the identity of the infected person will not be shared with any person, not even for the purposes of word processing or reproduction.

## **Personnel Records and Files**

The superintendent is authorized and directed to develop and implement a comprehensive and efficient system of personnel records under the following guidelines:

1. A personnel folder for each employee, licensed and classified, shall be accurately maintained in the district administrative office. Personnel records shall include home addresses and telephone numbers, financial information, and other information maintained because of the employer-employee relationship.

2. All personnel records of individual employees shall be considered confidential except for the information listed below. They shall not be open for public inspection. The superintendent and designees shall take the necessary steps to safeguard against unauthorized access or use of all confidential material.
3. Employees shall have the right, upon request, to review the contents of their own personnel files, with the exception of references and recommendations provided to the district on a confidential basis by universities, colleges or persons not connected with the district.
4. The following information in personnel records and files shall be available for public inspection:
  - a. Applications of past or current employees
  - b. Employment agreements
  - c. Any amount paid or benefit provided incident to termination of employment
  - d. Performance ratings except for evaluations of licensed personnel as noted below
  - e. Any compensation including expense allowances and benefits
5. The evaluation report of licensed personnel, and all public records used in preparing the evaluation report shall be confidential and available only to those permitted access under state law. Portions of the superintendent's evaluation shall be open to public inspection, in accordance with state law.
6. District employee's home addresses and telephone numbers shall not be released for general public or commercial use.
7. Personnel records shall be available upon request to members of the Board of Education.

### **Disclosure of Information to Prospective Employers**

Pursuant to state law, the school district shall, upon request, disclose to another school district or school, the reasons for the teacher's separation from employment with the district, any pertinent performance or disciplinary record of the teacher that specifically relates to any negligent action of the teacher that was found to endanger the safety and security of a student, and any disciplinary records that relate to behavior by the teacher that was found to have contributed to a student's violation of the school district's conduct and discipline code. This information shall only be disclosed to personnel authorized to review the personnel file in the requesting district and the person applying for a position as a teacher.

#### **Other district employees**

With regard to all other former or current district employees, the district shall disclose to a prospective employer information relative to the employee's suitability for reemployment, including his or her work-related skills, abilities and habits. In the case of a former employee, the district shall also disclose the reason for the employee's separation.

#### **Immunity provisions**

The school district, and its employees, agents and representatives authorized by the district to make such disclosures, shall be immune from civil liability for disclosing such information unless the district knew or should have reasonably known that the information was false.

#### **Copy to employee**

When the district provides written information about a current or former employee to a prospective employer, it shall send a copy of that information to the employee upon request. The district shall also make such written information available to the current or former employee upon request during normal business hours. A fair and reasonable price shall be charged by the district for any copies of the written information requested by the employee.

# Professional Staff

## Professional Staff

Teachers shall be in one of these classifications for purposes of the Colorado Teacher Employment, Compensation and Dismissal Act according to the terms of their employment:

1. **Teacher.** Teacher means any person who holds an initial or professional teacher's license and who is employed to instruct, direct or supervise an instructional program. "Teacher" does not include persons holding letters of authorization or the superintendent.
2. **Alternative teacher.** A person who is participating in an alternative teacher program provided by a designated agency and who holds an alternative teacher's license.
3. **Probationary teacher.** A teacher on an annual contract who has not completed three full years of continuous and uninterrupted employment in the district and who has not been re-employed for the fourth year. A year of required service for probationary teachers is defined as a full school year if the period of continuous and uninterrupted employment includes the last 120 school days of the academic year.
4. **Substitute teacher.** A teacher who performs services for a district for four hours or more during each regular school day, but works on one continuous assignment for a total of less than 90 regular school days, or for less than one semester or equivalent time as determined by the annual school year calendar of the district. Substitute teacher does not include a non-probationary or probationary teacher who is assigned as a permanent substitute teacher within a school district.
5. **Itinerant teacher.** An itinerant teacher who is employed by a district on a day to day or similar short-term basis as a replacement teacher for a non-probationary teacher, a probationary teacher or a part-time teacher who is absent or otherwise unavailable (no limit on the number of days worked). An itinerant teacher is considered a substitute teacher.
6. **Part-time teacher.** A teacher who normally works less than four hours per day.

The Board shall approve all classifications upon the recommendation of the superintendent.

## Professional Staff Positions

All instructional, administrative and supervisory positions in the school district shall be established initially by the Board. All changes in the titles and/or responsibilities of administrative and supervisory positions shall be approved by the Board.

In each case, the Board shall approve the broad purpose and function of the position in harmony with state and federal laws and regulations and approve a statement of job requirements as recommended by the superintendent.

The Board delegates to the superintendent the task of writing job descriptions which must include any essential functions required for specific positions.

## Professional Staff Contracts and Compensation

The district recognizes that attractive compensation plans—which include an adequate base salary, salary incentives and employee benefits—are necessary to attract and retain well-qualified and able men and women to deliver quality educational services.

Pursuant to Board policy, salary schedules and pay plans for licensed/certificated personnel shall:

- A. Compensate the district's regular teaching personnel commensurate with at least the teacher's education and prior experience. Teachers will be placed on the appropriate step of the salary schedule. High needs areas may be negotiated.
- B. Condition salary increments upon evidence of the continued professional growth of the teacher.
- C. Recognize that, within the framework of the state statutes, employees who do not comply with requirements of the district and state may not be granted salary increases or they may not be retained on the staff.
- D. Comply with all requirements of state law.

Once adopted by the district, these plans of compensation shall be displayed in the administration policy manual in subcategories of code GCB. It is the district's intent to review all compensation plans annually with representatives of the district's instructional staff.

Compensation plans shall not create obligations over a longer term than revenues can safely be projected, in no event longer than one year, and permanent or guaranteed employment shall not be implied or promised.

Administrators' salaries shall be determined by the superintendent with consideration given to the assigned responsibilities and specialized training. Salaries and contracts shall be reviewed annually.

The school district shall adhere strictly to the employment contract procedures established by Colorado statutes.

# Lake County School District R-1

## Teacher Contract

THIS Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Lake County School District R-1 hereinafter called the DISTRICT and \_\_\_\_\_ hereinafter called the TEACHER in the position of \_\_\_\_\_.

WITNESSETH:

THE DISTRICT AGREES to pay the TEACHER, who currently has «yrs» years of service with the DISTRICT, at a rate based on a salary in the gross amount of \$\_\_\_\_\_, for a \_\_\_\_\_ degree based on step \_\_\_\_\_ of the current salary schedule for the \_\_\_\_\_ school year which will include \_\_\_\_\_ days. Said salary to be payable in \_\_\_\_\_ equal installments on the \_\_\_\_\_ day of each month, beginning \_\_\_\_\_, \_\_\_\_\_. If this Contract is terminated or abandoned prior to the performance of all services required hereunder, the TEACHER shall be paid through the last date services were performed at the rate described in this paragraph, and shall have no right or claim to additional compensation.

THE TEACHER AGREES to perform such reasonable activities and assignments as directed by and in accordance with the requirements of the DISTRICT and its appropriate administrative officers for such days of the year and at such times as designated from time to time by the DISTRICT and its appropriate administrative officers. Such services shall generally be assigned in accordance with the dates and times prescribed in the school district calendar, as may be amended from time to time.

THE DISTRICT AND THE TEACHER MUTUALLY AGREE:

That the term of this Contract shall be for a period commencing \_\_\_\_\_, and ending \_\_\_\_\_.

That the deductions authorized by law or DISTRICT policy shall be made by the DISTRICT from the monthly installments of the salary due the TEACHER.

That this Contract shall at all times be conditioned upon and subject to the requirements that at the time the TEACHER enters into this Contract the TEACHER shall hold or be entitled to hold a Colorado teacher's license or letter of authorization issued in the manner prescribed by law, and upon failure of the TEACHER to meet any of these requirements, this Contract, without further action by either the DISTRICT or the TEACHER, is automatically terminated.

That the assignment of the TEACHER and their transfer to positions in various schools and departments of the district shall be recommended by the superintendent.

That notwithstanding any specification or reference herein, this Contract is subject to and includes all applicable laws of the federal, state and local governments and all duly adopted policies, rules and regulations of the governments and all duly adopted policies, rules and regulations of the administration of the DISTRICT as are in effect during the term of this Contract; and the DISTRICT specifically reserves the right to change such policies, rules and regulations at any time without prior notice.

The TEACHER agrees to pay damages to the DISTRICT and the DISTRICT agrees to collect or withhold damages from compensation due or payable to the TEACHER if the TEACHER abandons, breaches or otherwise refuses to perform services pursuant to this Contract, unless the TEACHER has given written notice to the DISTRICT that he or she will not fulfill the obligations of this Contract as follows:

during the academic year, at least 30 days written notice that he or she wishes to be relieved of this Contract for the remainder of the year as of a certain date; or

prior to commencement of the succeeding academic year, at least 30 days written notice that he or she will not fulfill the obligations of this Contract during the succeeding academic year.

Such damages shall not exceed ordinary and necessary expenses of the DISTRICT to secure the services of a suitable replacement for the TEACHER, or 1/12 of the TEACHER'S salary, whichever is less. Such damages shall not be withheld or payable if TEACHER has good cause for failing to provide the 30 days written notice required by this Contract.

Fringe benefits and leave shall accrue to the TEACHER during the term of this Contract according to duly adopted policies, rules and regulations of the administration of the DISTRICT as are in effect during the term of this Contract.

This Contract shall, in accordance with the law, become effective for the year next succeeding the term of this Contract if notification to the contrary is not given by either the DISTRICT or the TEACHER and provided that if this Contract becomes effective in such manner, the salary prescribed herein shall be deemed modified in accordance with the salary schedule adopted for such succeeding year by the DISTRICT.

The TEACHER shall accept the terms of this Contract within thirty (30) days of receipt of this Contract, unless the TEACHER and the DISTRICT mutually agree on an alternative deadline. If the TEACHER fails to sign and return this Contract to the DISTRICT by the deadline, the DISTRICT may open the position and offer a contract to another candidate.

BY:

\_\_\_\_\_

Name

\_\_\_\_\_

Superintendent of Schools

\_\_\_\_\_

Date

ATTEST:

\_\_\_\_\_

Human Resources Director



# Lake County School District

## 2015 – 2016 Salary Schedule

STEP	BA	BA +8	BA + 16	BA + 24	BA + 32	MA (or 40 hours)	MA + 8 (or 48 hours)	MA + 16 (or 56 hours)	MA + 24 (or 64 hours)	MA + 32 (or 72 hours)	MA + 40 (or 80 hours)
A	31,350	31,920	32,490	33,060	33,630	34,200	34,770	35,340	35,910	36,480	37,050
B	31,920	32,490	33,060	33,630	34,200	34,770	35,340	35,910	36,480	37,050	37,620
C	32,490	33,060	33,630	34,200	34,770	35,340	35,910	36,480	37,050	37,620	38,190
D	33,060	33,630	34,200	34,770	35,340	35,910	36,480	37,050	37,620	38,190	38,760
E	33,630	34,200	34,770	35,340	35,910	36,480	37,050	37,620	38,190	38,760	39,330
F	34,200	34,770	35,340	35,910	36,480	37,050	37,620	38,190	38,760	39,330	39,900
G	34,770	35,340	35,910	36,480	37,050	37,620	38,190	38,760	39,330	39,900	40,470
H	35,340	35,910	36,480	37,050	37,620	38,190	38,760	39,330	39,900	40,470	41,040
I	35,910	36,480	37,050	37,620	38,190	38,760	39,330	39,900	40,470	41,040	41,610
J	36,480	37,050	37,620	38,190	38,760	39,330	39,900	40,470	41,040	41,610	42,180
K		37,620	38,190	38,760	39,330	39,900	40,470	41,040	41,610	42,180	42,750
L		38,190	38,760	39,330	39,900	40,470	41,040	41,610	42,180	42,750	43,320
M			39,330	39,900	40,470	41,040	41,610	42,180	42,750	43,320	43,890
N			39,900	40,470	41,040	41,610	42,180	42,750	43,320	43,890	44,460
O				41,040	41,610	42,180	42,750	43,320	43,890	44,460	45,030
P				41,610	42,180	42,750	43,320	43,890	44,460	45,030	45,600
Q					42,750	43,320	43,890	44,460	45,030	45,600	46,170
R					43,320	43,890	44,460	45,030	45,600	46,170	46,740
S					43,890	44,460	45,030	45,600	46,170	46,740	47,310
T					44,460	45,030	45,600	46,170	46,740	47,310	47,880
U					45,030	45,600	46,170	46,740	47,310	47,880	48,450
V					45,600	46,170	46,740	47,310	47,880	48,450	49,020
W					46,170	46,740	47,310	47,880	48,450	49,020	49,590
X					46,740	47,310	47,880	48,450	49,020	49,590	50,160
Y					47,310	47,880	48,450	49,020	49,590	50,160	50,730
Z					47,880	48,450	49,020	49,590	50,160	50,730	51,300
AA					48,450	49,020	49,590	50,160	50,730	51,300	51,870
BB					49,020	49,590	50,160	50,730	51,300	51,870	52,440
CC					49,590	50,160	50,730	51,300	51,870	52,440	53,010
DD					50,160	50,730	51,300	51,870	52,440	53,010	53,580

- In-district professional development credit or approved PD credit starts accumulating June 1<sup>st</sup>, 2013.
- Professional Development hours (not college credits) must be approved by building administrator or supervisor.
- One PD credit hour = 15 contact hours; One college credit hour= 15 contact hours.
- Salary schedule applies to only certified staff members.
- Based on 179 contract days
- A maximum of 15 years will be given for related educational experience upon entering the district

## **Instructional Staff Contracts/Compensation**

In accordance with Board policy, the superintendent has adopted a salary plan for its regular teaching personnel of the district whereby each teacher in the school district shall be compensated at least commensurate with, but not limited to, education, prior experience and experience in the district. The plan shall remain in effect until changed or modified by the Board in accordance with law. If the Board declares a fiscal emergency during a budget year as allowed by state law, it may reduce salaries for all employees on a proportional basis or the work year of employees may be altered. Any such reduction in salaries may be made notwithstanding any adopted salary schedule or policy.

Teacher salary advancements shall be conditioned upon evidence of the continued professional growth of the teacher. Teachers must obtain prior approval for their growth plans in order to receive additional compensation. Within the framework of state statutes, employees who do not comply with the requirements of the district and state may not be granted salary increases or they may not be retained on the staff.

Teacher compensation shall be in accordance with requirements developed by the administration.

The district shall comply with statutory provisions regarding teacher salaries.

## **Professional Staff Supplementary Pay Plans/Overtime**

Teachers who are assigned to duties which require extra responsibilities over and above their contractual obligations shall receive extra compensation in accordance with a supplementary salary schedule set by the superintendent and representatives of the instructional staff. Most stipends shall be paid on an annual or seasonal basis, although certain assignments performed at irregular or infrequent intervals may be paid at an hourly rate.

Faculty members assigned to extra-compensation positions shall be appointed by the superintendent. Appointees shall be issued an agreement for the terms of the extra employment, stating their particular assignment, its duration and the compensation to be paid.

Coaches shall be paid salaries that are commensurate with the demands of their specific coaching assignments.

LAKE COUNTY SCHOOL DISTRICT R-1  
Leadville, Colorado

Coaching Staff Salary Schedule

<b>STEP</b>	<b>HEAD</b>	<b>ASSIST.</b>	<b>C TEAM</b>	<b>7th &amp; 8th</b>	<b>ASSIST.</b>
1	2,265	1,809	1,682	1,552	1,241
2	2,356	1,881	1,749	1,614	1,288
3	2,450	1,957	1,819	1,679	1,342
4	2,548	2,035	1,892	1,746	1,397
5	2,650	2,116	1,968	1,816	1,453
6	2,756	2,201	2,046	1,888	1,510
7	2,866	2,289	2,128	1,964	1,571
8	2,981	2,381	2,213	2,042	1,633
9	3,100	2,476	2,302	2,124	1,699
10	3,224	2,575	2,394	2,209	1,767

\* A 3% per year increase on this schedule beyond 10 years, effective July 1, 2008  
A maximum of 9 years contracted experience will be accepted for employees new to the district.

## Professional Staff Schedules and Calendars

### Number of Working Days

- A. Certified staff will be contracted for 179 days, which shall include 170 student contact days. Teachers newly hired by the District will be required to work one additional day prior to the beginning of the contract year, which will be compensated at a per diem rate.
- B. A calendar committee will be formed that includes administration, Association representatives (appointed by the Association president), and non-certified staff. The calendar proposal may be multi-year and will be presented to the Superintendent for consideration prior to March 1. Within five business days after receiving the proposal, the committee may meet with the Superintendent to review any revisions. The Superintendent will make final calendar decisions.

### Hours

- A. A contract workday will consist of 8 hours. A workweek will be Monday through Friday.
- B. Certified staff will be allowed a minimum of thirty continuous minutes per day for a duty-free lunch.

### Planning Time

- A. Teachers will be given 225 minutes within the week, duty-free, for planning preparation during the student school day, in addition to a minimum of 225 non-instructional minutes per week (an average of forty five minutes per day), which may include duties. Plan times will be at least 45 consecutive minutes.
- B. Planning time is part of the workday. Teachers should remain in the building for responsibilities such as planning, meetings, student concerns and emergencies. If needed, teachers may leave the building as long as they sign out and notify an office staff member.

### Other Teacher Duties

- A. Duties of Employment. Activities conducted beyond the standard workday which are directly related to a teacher's subject area or general school duties involving faculty participation in support of the educational program are considered a part of the standard teaching assignment at no extra compensation. For example: individual conferences, faculty meetings, department or committee meetings, club and class advisors/sponsors, open houses, back-to-school night, and meetings with parents. Faculty meetings will be limited to a total of two hours per month. Under emergency situations determined by the Superintendent, the District or a school may require extended hours of teachers without compensation.
- B. Extra Duties. Extra duties are paid at the posted amount on sign-up sheets. There will be equal opportunity to sign up, but performance of extra duties will not be required. The building principal will make the final decision.

### Staff Development

- A. Required District staff development, beyond the 179 day contract, will be limited to a maximum of two days per school year and paid at a per diem rate.
- B. Other non-required staff development (outside of the 179 days) may be compensated. The rate, if any, will depend upon available resources (such as limitations in funding from grants).

### Other Duties

Other duties performed by a teacher outside of the workday which are not mandatory (including, without limitation, after school detention, *homecoming float building supervision*), will be paid at a rate of \$18/hour or hours may be accumulated and exchanged for additional half days or full days off (*excluding Student Council Advisors*). Interested staff will be given equitable opportunity to sign up. The building principal will make final decision.

## Evaluation of Instructional Staff

The district recognizes that the teaching process is extremely complex and that appraisal of the process is a difficult function. It also recognizes that sound appraisal of teaching performance is critical in achieving the educational goals of the school system.

The district expects its supervisory and administrative staffs to exert every effort to help and encourage staff members to develop their teaching personalities and instructional abilities to an optimum degree.

In keeping with state law and district policy, the performance evaluation system shall be designated to measure performance in terms of achieving the Board's ends policies and serve as a basis for the improvement of instruction, enhance the implementation of curricular programs, and measure professional growth and development and level of performance of certificated personnel. The evaluation system also shall serve as the measurement of satisfactory performance and documentation for dismissal for unsatisfactory performance.

The basic requirements of the evaluation system shall be:

1. All full-time and part-time teachers shall be evaluated by the building principal, program administrator, assistant principal or dean, or superintendent. In cases of split assignments, one administrator will perform the evaluation. In the event of special circumstances, the teacher may appeal to the Superintendent to complete the evaluation.
2. Evaluations shall be conducted in a fair and friendly manner and shall be based on written criteria which pertain to good teaching and the staff member's particular position.
3. Standards for satisfactory performance of certificated personnel and criteria which can be used to determine whether performance meets such standards shall be developed. The district personnel performance evaluation council shall be an active participant in the development of standards of performance.
4. The system shall identify the various methods which will be used for information collection during the evaluation process such as direct and informal observation. All data on which an evaluation judgment is based will be documented to the extent possible and available for the teacher's review.
5. The evaluation system shall specify the frequency and duration of the evaluation process which shall be on a regular basis to ensure the collection of a sufficient amount of data from which reliable conclusions and findings may be drawn.
6. An evaluation document shall be prepared in writing. The evaluation document shall be specific as to performance strengths and weaknesses, specifically identify when a direct observation was made; identify data sources, and contain a written improvement plan. The written improvement plan shall be specific as to what improvements if any are needed in performance.
7. The system shall contain a process which shall be followed when a teacher's performance is deemed unsatisfactory. In accordance with state law, this process shall provide for a notice of deficiencies, a remediation plan and an opportunity to correct the deficiencies.

The school district shall conduct all evaluations so as to observe the legal and constitutional rights of certificated personnel. No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate the evaluation. No minor deviation in the evaluation procedures shall invalidate the process or the evaluation report.

Nothing in this policy shall be construed to imply in any manner the establishment of any property rights or expectancy or entitlement to continued employment not explicitly established by statute, district policy or contract. Neither shall this policy and/or the evaluation system be deemed or construed to establish any conditions prerequisite relative to renewal of contracts, transfer, assignment, dismissal or other employment decisions relating to school personnel.

Unless an evaluator acts in bad faith or maliciously with respect to the application of a procedure associated with the evaluation process, any misapplication of a procedure, failure to apply a procedure or adhere to a prescribed timeline

shall not be an impediment to or prevent the district from modifying an employee's contract status or assignment under the terms of the employment contract and state law. The content of the evaluation, the ratings given and any improvement or remediation plan shall not be grievable under the district's formal grievance process.

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

*NOTE: Please refer to the document, Colorado Teacher Effectiveness Rubric*

## **Evaluation of Instructional Staff (Regulation)**

### **Responsibility for Evaluation**

The administrator will be responsible for the evaluation. In cases of split assignments, one administrator will perform the first semester evaluation and another will perform the second. In the event of special circumstances, the teacher may appeal to the Superintendent to complete the evaluation. The teacher evaluation process for the District will be divided into two types: probationary and non-probationary.

### **Multiple Measures**

Multiple measures of student performance shall be included as part of classroom instruction and the evaluation process. Multiple measures include, but are not limited to, teacher observation, teacher daily records, student performance, tasks on assessments for various content areas, student portfolios, and other indicators utilized by the District or individual teacher for instruction purposes.

### **Completion of Evaluation Summaries**

Evaluation summaries will be completed within one school year.

### **Evaluation of Teachers**

A. All teachers will be evaluated according to the evaluation schedule. Probationary teachers will receive two formal observations each school year. All non-probationary teachers will receive one formal observation each school year. An agreed upon time will be set for observations.

B. Prior to each formal observation a pre-conference between the teacher and the administrator will be held to explain the observation process, to review annual goals, and to discuss the lesson to be observed. (see Appendix "B" for criteria)

C. Each observation will be a minimum of one lesson or classroom period.

D. A post-conference between the administrator and the teacher will be held within ten working days following each formal observation. The purpose of such conference will be to discuss strengths and weaknesses, design strategies for improvement and, if necessary, set a time for additional observations.

E. Written feedback will be shared by the administrator during the post-observation conference. The feedback will:

- 1) Specifically identify when a direct observation was made.
- 2) Be specific as to the strengths and weakness in the performance of the individual being appraised.
- 3) Contain written strategies for improvement, where necessary, which shall be specific as to what improvements are needed in the performance of the teacher.

F. Informal observations will occur throughout the year and data collected through this process will be used to inform the evaluation process.

G. The teacher will have the opportunity to respond in writing to the observation or evaluation document and comments may be attached, within ten working days of receiving the document.

H. Written notice of non-renewal will be given to the probationary teacher by the Board by June 1 in accordance with the requirements of Section 22-63-203, C.R.S.

### **Remediation Plan**

A. If a non-probationary teacher is judged to be deficient in any one of the quality standards from the evaluation document, the teacher may be placed on a remediation plan.

B. The administrator will hold a conference with the teacher within five working days following written notification of movement from the standard evaluation process to a remediation plan. At the conference the teacher and administrator shall:

1. Review the specific performance concerns.
2. Identify, in writing, the objectives for improvement.
3. Identify, in writing, the resources available to implement the objectives.
4. Develop, in writing, a timeline for completing the objectives.
5. Develop, in writing, the criteria by which the attainment of the objectives will be measured.

C. A written summative evaluation document will be prepared by the administrator at the end of the remediation timeline that will:

1. Be specific as to the strengths and weaknesses in the performance of the teacher being evaluated;
2. Specifically identify when a direct observation was made including all informal observations;
3. Identify all data sources;
4. Include a remediation plan, if still needed, that is specific about continued areas of concern; and
5. Include a statement by the evaluator, in writing, specifying whether the teacher has corrected the identified performance problems or not, and a recommendation to either return the teacher to the standard evaluation process or to proceed to appropriate action.

D. At the summative evaluation conference after remediation, the teacher will be allowed to have a representative (not including legal counsel) present at that conference and any other conference until the culmination of the remediation plan. Both the administrator and the teacher shall sign the report, and each shall receive a copy. The signature of any person on the report shall not be construed to indicate agreement with the information contained therein. The teacher shall have the right to consult with legal counsel concerning the results of the summative evaluation conference, or any other conference until the culmination of the remediation plan.

E. The teacher may attach any written comments or pertinent data which will become part of the document to the evaluation report before it is reviewed by the Superintendent.

F. Each report shall be reviewed and signed by the Superintendent. The Superintendent shall approve any final recommendations in the remediation evaluation.

G. If agreement on any or all of the above items in this section cannot be reached, the teacher may appeal to the Superintendent. The Superintendent will act upon the appeal in an expedient manner. Decisions by the Superintendent will be final.

### **Other Provisions of the Teacher Evaluation Process**

A. No audio or video evaluation data shall be gathered by electronic devices without the consent of the teacher.

B. The teacher may appeal the evaluation by submitting a request for review to the Superintendent within twenty working days after the teacher has received the evaluation report. The Superintendent shall review the appeal, and make a final ruling within ten working days after receipt of the teacher's request for review.

C. Non-probationary members of the bargaining unit, having more than three years of fulltime continuous service in the District, shall not be dismissed, except in accordance with Part 3 of Article 63 of Title 22, C.R.S. (pertaining to the statutory procedures for the dismissal of a non-probationary teacher).

D. The administrator shall maintain a cumulative file of all pertinent data relating to each teacher's evaluation report. This file shall be available for the teacher's review and shall include any written comments signed and submitted by the teacher. A copy of any item requested will be available to the teacher.



# Support/Classified Staff

## Support/Classified Staff

### Definitions

1. A *full-time* classified employee is one who works a 30 - 40 hour, five-day week.
2. A *part-time* classified employee is one who works less than eight hours but at least four or more hours per day on a regular basis.
3. A *limited part-time* classified employee is one who works less than four hours per day in a regular position.
4. A *short-term* classified employee is one who is employed to perform a service for the district for not less than one month nor longer than 195 working days, including holidays, sick leave, vacation and other leaves of absence, upon the completion of which the service will not be extended or needed on a continuing basis, or who performs seasonal or emergency work.
5. An *hourly* classified employee is one who is employed for less than one calendar month, a full-time day student employed part-time, a day-to-day substitute or a noon supervisor.
6. A *substitute* classified employee is one who takes the place of an absent employee for less than 30 calendar days. Effective the first day following the first 30 days of a single assignment, a substitute employee shall be classified as a *long-term substitute*.

## Support Staff Positions

All support staff positions in the school system shall be established and when appropriate abolished by the superintendent.

All paraprofessionals who provide instructional support for students in Title I School-wide Programs and Targeted Assistance Programs shall meet the qualifications set forth in federal law and regulations.

Support staff employees, unless otherwise designated by contract, shall be considered "at will" employees who serve at the pleasure of the superintendent and shall have only those employment rights expressly established by district policy. Support staff members shall be employed for such time as the district is in need of or desirous of the services of such employees.

In each case, the superintendent shall approve a statement of job requirements in the form of a job description setting forth the qualifications for the job, a detailed list of performance responsibilities and any required physical capabilities.

## Support Staff Salary Schedules

The superintendent shall establish salary plans consistent with Board policy for classification of support staff, including the secretarial staff, aides, custodians, maintenance workers, bus drivers, cafeteria workers and other categories.

Such schedules shall take into account the qualifications required, the responsibilities of the position and the number of years the employee has been in service with the district.

If the Board declares a fiscal emergency during a budget year as allowed by state law, it may direct the superintendent to reduce salaries for all employees on a proportional basis or alter the work year of employees. Any such reduction in salaries may be made notwithstanding any adopted salary schedule or policy.

Salary advancements shall be dependent upon the employee's satisfactory performance in the position. Advancement shall require the superintendent's approval.

## Support Staff Supplementary Pay/Overtime

### Overtime

The administration shall determine which school district employees are subject to the minimum wage and overtime requirements of federal law. These non-exempt employees shall be paid overtime at the rate of one and one-half times the regular rate of pay for hours worked in excess of 40 in any work week.

Alternatively, in lieu of overtime compensation non-exempt employees may receive compensatory time off at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is required.

All hours worked shall be accurately recorded in the manner required by the employee's supervisor.

### Regulations

1. Overtime shall be defined as those authorized hours worked in excess of an employee's regular forty (40) hour work week or twelve (12) hours in a day.
2. All overtime work shall require the advance written approval of the employee's principal and/or other immediate supervisor. An effort shall be made whenever possible not to schedule non-exempt employees for more than 40 hours per week.
3. A determination as to whether overtime shall be compensated by overtime pay or by compensatory time shall be made prior to the performance of the work.
4. Overtime will not be authorized unless there is a sufficient amount of money in the account to pay for that overtime.
5. Payment will be made to compensate employees for time worked beyond the regular 40 hour work week or the 12 hour work day through either compensation or compensatory time.

Compensation for overtime shall be calculated as follows:

- Overtime payment for time worked that does not exceed a 40-hour work week or the 12-hour day shall be calculated as straight time
- Time worked is defined as actual time worked and does not include holiday time or any type of leave
- Overtime payment for time worked above and beyond the 40 hour week or the 12 hour work day shall be paid at time-and-a-half
- Any time worked beyond an 8 hour day shall not be calculated at time-and-a-half unless the staff member has worked over 12 hours for the day or 40 hours for the work week

Compensation for compensatory time (comp time) shall be calculated as follows:

- Comp time for time worked above and beyond the 40 hour week or the 12 hour work day shall be calculated at time-and-a-half
  - Comp time for time worked that does not exceed a 40-hour work week or the 12-hour day shall be calculated as straight time
  - Time worked is defined as actual time worked and does not include holiday time or any type of leave
6. A maximum of 40 hours of comp time can be accumulated at any given time.
  7. Comp time earned must be taken within 90 days. Supervisors have the flexibility to require the use of earned comp time.
  8. An employee shall be permitted to use compensatory time within a reasonable period of time after making a request to the supervisor. Such requests shall be granted if the use of the compensatory time does not unduly disrupt the operations of the school district.

### **Rates for supplementary services**

District employees who put in extra hours to supervise and/or serve community groups using school facilities shall be paid at the rate established by the Board for such contract services. Any supplementary pay shall be in accordance with federal law.

### **Length of Support Staff Work Day**

The workweek shall be defined as the seven consecutive days commencing at 12:01am Sunday. Support staff employees shall be assigned for regular work from two to eight hours per day, depending upon their job assignment.

Employees assigned to regular work of less than 40 hours per week shall be paid straight time for any additional hours worked up to 40 hours, with time and one-half compensatory time or overtime paid for hours beyond 40 hours.

Those employees working additional hours, but less than 40 hours in a week, may be allowed to accumulate the extra hours over their normal workweek (but less than 40 hours) as flex time to be taken on an hour-for-hour basis on another day within the same week with appropriate authorization.

### **Support Staff Probation, Tenure and Seniority**

A new classified employee or regular classified employee appointed to a new position shall serve a probationary period of six working months, at which time the employee becomes regular if continued in employment.

The performance of each probationary employee shall be evaluated during the probationary period, and a copy of the evaluation shall be signed by the employee and his supervisor and given to the employee. The supervisor shall discuss the standards of performance and behavior required of the new employee in the position to which he is appointed.

### **Support Staff Schedules and Calendars**

Appropriate administrators shall establish work schedules for the classified staff in keeping with the standard work day and work week and in conformance with such reduced time schedules for various classifications of employees.

The work year for the various classifications of employees shall be as set forth in salary schedules and published in staff calendars. If the Board declares a fiscal emergency during a budget year as allowed by state law, it may alter the work year of all employees.

### **Evaluation of Support Staff**

The district has adopted an evaluation system designed to ensure the highest quality of services for the district's students, staff and community. This system shall assist supervisors and classified employees in understanding the evaluation process.

However, support staff employees, unless otherwise designated by contract, shall be considered "at will" employees who serve at the pleasure of the Board and shall have only those employment rights expressly established by district policy. Nothing in this policy shall diminish the district's ability to employ support staff members only for such time as the district is in need of or desirous of the services of such employees. The district reserves the right to discipline or terminate the employment of a support staff employee without regard to the outcome of any past or pending evaluation or whether evaluations have been conducted.

The evaluation system is designed to:

1. improve or support teaching and learning.
2. enhance implementation of curricular programs.
3. measure professional growth, development and performance.

4. promote and improve communications between the employee and supervisor.
5. provide insight and feedback regarding the employee's performance, including areas of strength, opportunities for growth, and need for improvement.
6. provide recognition for outstanding performance.
7. ensure that consistent procedures and uniform performance standards are used for the evaluation of all employees who hold the same position.
8. explain the responsibilities of the employee and employer in the evaluation process.
9. provide additional information that may relate to personnel decisions.

### **Evaluation of Support Staff (Regulation)**

While adherence to the following elements is not required for purposes of making personnel decisions, the following shall be followed to the extent feasible.

#### **Designation of evaluators**

Any classified employees' performance evaluations will be completed by the immediate supervisor. Input may be secured from other administrators/supervisors as needed to complete the evaluation.

#### **Schedule of evaluations**

During an employee's first year in the position he or she will be evaluated after two months and during the last month of the year.

Other employees, beginning with the second year of employment, will be evaluated a minimum of one time annually, according to the schedule developed by the immediate supervisor. Any employee who assumes a different position will be evaluated after six months and one year in the new job.

Employees whose performance has been rated as less than effective will be placed on probation and evaluated more frequently as indicated in the procedures which follow. Additional evaluations may also be completed at the discretion of the supervisor.

#### **Evaluation criteria**

Each classified employee will be evaluated on the performance of the responsibilities listed in his or her position description. The effectiveness of the employee in carrying out duties is assessed on the basis of the performance factors included on the evaluation report. Performance indicators will be established in each of the performance areas to define the district's standard of expected performance.

#### **Observation and ongoing performance feedback**

Over the course of the employment year, the supervisor will make observations of the employee's work. The supervisor will maintain a record and sufficient documentation of these observations in order to accurately rate the employee's work on each performance factor.

The supervisor will share observations of the employee's performance on an ongoing basis. When observations reveal performance concerns, the supervisor will communicate with the employee to identify needed improvements and provide assistance as required.

#### **Evaluation report**

The supervisor will complete the performance evaluation report for each classified staff member according to a specific time schedule. The supervisor will review records, secure additional input as necessary and fill out the appropriate evaluation forms.

**Evaluation conference**

The supervisor will schedule a conference with the employee to review the evaluation report. The conference will focus on a review of the employee's performance ratings, any relevant documentation, and recommendations.

At the conclusion of the conference, the supervisor and the employee will sign the evaluation report. The employee's signature on the form indicates only that the evaluation report has been reviewed and explained. Signing the form does not indicate that the employee agrees with the content of the evaluation.

The original of the signed report will be directed to the building administrator for review and inclusion in the employee's personnel file. The supervisor will retain a copy of the report and provide a copy to the employee.

The employee may respond to the report in writing within seven working days of the conference. Two copies of the written report are required; one copy is provided to the supervisor and the other copy to the building administrator.

**Improvement plan**

When an employee's overall performance has been rated as "unsatisfactory" or "needs improvement," employment may be terminated or the employee may be placed on probation and re-evaluated on a schedule determined by the supervisor.

If a written improvement plan is developed and implemented, the supervisor will prepare the plan to include identification of the skill deficiency and/or behavior(s) needing improvement, steps to be taken in achieving improvements, and a time line for review of progress and re-evaluation(s). Employee input into the plan may be secured at the discretion of the supervisor.

Prior to the implementation of the plan, it will be reviewed with the employee, and signed by the employee and the supervisor. The employee's signature indicates that the plan has been reviewed with and explained by the supervisor. Signing the plan does not indicate agreement with the content of the plan.

A copy of the assigned plan will be forwarded to the building administrator. A copy will be retained by the supervisor and a copy will be provided to the employee. Re-evaluations which document insufficient progress toward improvement will result in a recommendation for termination of employment.

**At will status of support staff**

Support staff employees, unless otherwise designated by contract, shall be considered "at will" employees who serve at the pleasure of the Board and shall have only those employment rights expressly established by district policy. Nothing in this policy shall diminish the district's ability to employ support staff members only for such time as the district is in need of or desirous of the services of such employees. The district reserves the right to discipline or terminate the employment of a support staff employee without regard to the outcome of any past or pending evaluation or whether evaluations have been conducted.

# Ethics/Conduct

## Staff Ethics/Conflict of Interest

No district employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his or her duties and responsibilities in the school system. Employees are expected to perform the duties of the position to which they are assigned and to observe rules of conduct and ethical principles established by state law and district policies and regulations.

It shall be understood that all confidential information an employee is privy to as a result of district employment shall be kept strictly confidential. In addition, employees shall not utilize information solely available to them through school sources to engage in any type of work outside of the school district. This includes information concerning potential customers, clients or employers.

An employee shall not sell any books, instructional supplies, musical instruments, equipment or other school supplies to any student or to the parents/guardian of a student who attends the school served by the employee unless prior approval has been obtained from the Board.

Moreover, to avoid a conflict of interest, the district prohibits an employee from exercising supervisory, appointment, dismissal authority, or disciplinary action over a member of the employee's immediate family. For purposes of this policy, an employee's "immediate family" includes his or her spouse, partner in a civil union, children and parents. In addition, an employee may not audit, verify, receive or be entrusted with moneys received or handled by a member of the employee's immediate family. An employee shall not have access to the employer's confidential information concerning a member of the employee's immediate family, including payroll and personnel records.

## Staff Ethics/Conflict of Interest (Regulation)

According to the Colorado Revised Statutes 24-18-105, the following ethical principles for school district employees "are intended as guides to conduct and do not constitute violations as such of the public trust of office or employment..."

1. An employee "should not acquire or hold an interest in any business or undertaking which he has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by an agency over which he has substantive authority."
2. An employee "should not, within six months following the termination of his ... employment, obtain employment in which he will take direct advantage, unavailable to others, of matters with which he was directly involved during his term of employment. These matters include rules, other than rules of general application, which he actively helped to formulate and applications, claims or contested cases in the consideration of which he was an active participant."
3. An employee "should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he has a substantial financial interest in a competing firm or undertaking."

## Staff Conduct (And Responsibilities)

All staff members have a responsibility to make themselves familiar with and abide by federal and state laws as these affect their work, and the policies and regulations of the district.

As representatives of the district and role models for students, all staff shall demonstrate and uphold high professional, ethical and moral standards. Staff members shall conduct themselves in a manner that is consistent

with the educational mission of the district and shall maintain professional boundaries with students at all times. Interactions between staff members must be based on mutual respect and any disputes will be resolved in a professional manner.

### **Rules of conduct**

Each staff member shall observe rules of conduct established in law which specify that a school employee shall not:

1. Disclose or use confidential information acquired in the course of employment to further substantially the employee's personal financial interests.
2. Accept a gift of substantial value or substantial economic benefit tantamount to a gift of substantial value which would tend to improperly influence a reasonable person in the position to depart from the faithful and impartial discharge of the staff member's duties, or which the staff member knows or should know is primarily for the purpose of a reward for action taken.
3. Engage in a substantial financial transaction for private business purposes with a person whom the staff member supervises.
4. Perform an action which directly and substantially confers an economic benefit tantamount to a gift of substantial value on a business or other undertaking in which the staff member has a substantial financial interest or is engaged as counsel, consultant, representative or agent.

All staff members shall be expected to carry out their assigned responsibilities with conscientious concern.

It shall not be considered a breach of conduct for a staff member to:

1. Use school facilities and equipment to communicate or correspond with constituents, family members or business associates on an occasional basis.
2. Accept or receive a benefit as an indirect consequence of transacting school district business.

Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities which shall be required of all personnel:

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of policies of the Board and regulations of the school administration in regard to students.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of school property.
5. Concern and attention toward the safety and welfare of students, including the need to insure that students are appropriately supervised.

Conduct that is described below will not be tolerated in the Lake County School District and may result in disciplinary action:

1. Failure to carry out instructions or failure to perform a job assignment
2. Insubordination
3. Discourteous, offensive or abusive conduct or language directed toward other employees, students, patrons or any other person which the employee knows or should know may adversely affect the workplace
4. Dishonesty

5. Possessing, using, delivering to another person, dispensing, manufacturing or distributing, or being under the influence of, a narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, chemical or intoxicant of any kind while on duty or while on district property
6. Reporting to work while under the influence of any a narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, chemical or intoxicant of any kind. (Use of a drug authorized by medical prescription to the employee from a medical doctor will not be considered a violation of this rule, if the employee's supervisor is notified of the use of such drug and the prescription is presented upon request before the employee reports to work.)
7. Excessive tardiness or absenteeism
8. Abusing sick leave privileges
9. Failing to notify a supervisor prior to absence
10. Falsifying district records of any kind including, but not limited to, providing false information on an employment application
11. Failing to follow safety regulations or practices
12. Provoking, instigating or participating in a fight or physical altercation of any kind while on duty or while on district property
13. Theft of district property or theft of property of others from district buildings or grounds
14. Carelessness with or intentionally defacing or damaging district property or the property of others while in or on district buildings or grounds
15. Failing to report to appropriate supervisory personnel any condition, circumstance or situation which the employee knows or should know could be injurious to district personnel or property
16. Possessing or delivering to another person while on duty and while on district property any object that can reasonably be considered to be a weapon.
17. Making false or malicious statements about another employee or the District where the employee knows or should know that such statements could adversely affect the workplace.

#### **Child abuse**

All district employees who have reasonable cause to know or suspect that any child is subjected to abuse or to conditions that might result in abuse or neglect must immediately upon receiving such information report such fact in accordance with district policy and state law.

The superintendent is authorized to conduct an internal investigation or to take any other necessary steps if information is received from a county department of social services or a law enforcement agency that a suspected child abuse perpetrator is a school district employee. Such information shall remain confidential except that the superintendent shall notify the Colorado Department of Education of the child abuse investigation.

#### **Possession of deadly weapons**

The provisions of the policy regarding public possession of deadly weapons on school property or in school buildings also shall apply to employees of the district. However, the restrictions shall not apply to employees who are required to carry or use deadly weapons in order to perform their necessary duties and functions.

#### **Felony/misdemeanor convictions**

If, subsequent to beginning employment with the district, the district learns or has good cause to believe that any staff member has been convicted of any felony or misdemeanor other than a misdemeanor traffic offense or infraction the district shall make inquiries to the Department of Education for purposes of screening the employee.



In addition, the district shall require the employee to submit a complete set of fingerprints taken by a qualified law enforcement agency. Fingerprints must be submitted within 20 days after receipt of written notification. The fingerprints shall be forwarded to the Colorado Bureau of Investigation for the purpose of conducting a state and national fingerprint-based criminal history record check utilizing the records of the Colorado Bureau of Investigation and the Federal Bureau of Investigation.

Disciplinary action, which could include dismissal from employment, may be taken against personnel if the results of fingerprint processing provide relevant information. Non-licensed employees shall be terminated if the results of the fingerprint-based criminal history record check disclose a conviction for certain felonies, as provided in law.

Employees shall not be charged fees for processing fingerprints under these circumstances.

### **Unlawful behavior involving children**

The Board may make an inquiry with the Department of Education concerning whether any current employee of the school district has been convicted of, pled nolo contendere to, or received a deferred sentence for a felony or misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children. Disciplinary action, including termination, may be taken if the inquiry discloses information relevant to the employee's fitness for employment.

### **Personnel addressing health care treatment for behavior issues**

School personnel are prohibited under state law from recommending or requiring the use of psychotropic drugs for students. They are also prohibited from testing or requiring testing for a student's behavior without giving notice to the parent/guardian describing the recommended testing and how any test results will be used and obtaining prior written permission from the student or from the student's parent/guardian. See the District's policy concerning survey, assessment, analysis or evaluation of students. School personnel are encouraged to discuss concerns about a student's behavior with the parent/guardian and such discussions may include a suggestion that the parent/guardian speak with an appropriate health care professional regarding any behavior concerns school personnel may have.

## **Staff Dress Code**

In dress and conduct, staff members should recognize that they are representatives of the school district and are continuously being observed by students, parents and community. **Employees are expected to be neat, clean and wear appropriate dress for their position.** This means clothing and appearance should be in good taste and suitable for the job at hand.

**Any prohibited attire in our student dress code is also prohibited in staff dress.** In addition, sweats are not suitable for the classroom or office. Midriffs must be covered. Sweatshirts are not considered appropriate work attire except for special events.

Where it applies, staff uniforms shall be required such as food services and custodians.

Employees shall exercise care in their personal appearance so that the educational profession is not demeaned by either personal grooming or inappropriate dress. The school district shall take appropriate disciplinary action when personal appearance, including but not limited to grooming, adversely impacts school district programs, activities or personnel image.

## **Staff Use of the Internet and Electronic Communications**

The Internet and electronic communications (e-mail, chat rooms and other forms of electronic communication) have vast potential to support curriculum and learning. The district believes they should be used in schools as a learning resource to educate and to inform.

The district supports the use of the Internet and electronic communications by staff to improve teaching and learning through interpersonal communication, access to information, research, training and collaboration and dissemination of successful educational practices, methods and materials.

The Internet and electronic communications are fluid environments in which users may access materials and information from many sources. Staff members shall take responsibility for their own use of district computers and computer systems to avoid contact with material or information that violates this policy.

### **Blocking or filtering obscene, pornographic and harmful information**

To protect students from material and information that is obscene, child pornography or otherwise harmful to minors, as defined by the Board, software that blocks or filters such material and information has been installed on all district computers having Internet or electronic communications access. Blocking or filtering software may be disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by staff members over the age of 18.

### **No expectation of privacy**

District computers and computer systems are owned by the district and are intended for educational purposes and district business at all times. Staff members shall have no expectation of privacy when using the Internet or electronic communications. The district reserves the right to monitor, inspect, copy, review and store (at any time and without prior notice) all usage of district computers and computer systems, including all Internet and electronic communications access and transmission/receipt of materials and information. All material and information accessed/received through district computers and computer systems shall remain the property of the school district.

### **Public records**

Electronic communications sent and received by district employees may be considered a public record subject to public disclosure or inspection under the Colorado Open Records Act. All employee electronic communications shall be monitored to ensure that all public electronic communication records are retained, archived and destroyed in accordance with applicable law.

### **Unauthorized and unacceptable uses**

Staff members shall use district computers and computer systems in a responsible, efficient, ethical and legal manner.

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

No staff member shall access, create, transmit, retransmit or forward material or information:

- that promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacturing or purchasing of destructive devices or weapons
- that is not related to district education objectives
- that contains pornographic, obscene or other sexually oriented materials, either as pictures or writings, that are intended to stimulate erotic feelings or appeal to prurient interests in nudity, sex or excretion
- that harasses, threatens, demeans, or promotes violence or hatred against another person or group of persons with regard to race, color, creed, sex, sexual orientation, religion, national origin, ancestry, age, marital status or disability
- for personal profit, financial gain, advertising, commercial transaction or political purposes
- that plagiarizes the work of another without express consent
- that uses inappropriate or profane language likely to be offensive to others in the school community
- that is knowingly false or could be construed as intending to purposely damage another person's reputation

- in violation of any federal or state law, including but not limited to copyrighted material and material protected by trade secret
- that contains personal information about themselves or others, including information protected by confidentiality laws
- using another individual's Internet or electronic communications account without written permission from that individual
- that impersonates another or transmits through an anonymous remailer
- that accesses fee services without specific permission from the system administrator

### **Security**

Security on district computer systems is a high priority. Staff members who identify a security problem while using the Internet or electronic communications must immediately notify a system administrator. Staff members should not demonstrate the problem to other users. Logging on to the Internet or electronic communications as a system administrator is prohibited.

Staff members shall not:

- use another person's password or any other identifier
- gain or attempt to gain unauthorized access to district computers or computer systems
- read, alter, delete or copy, or attempt to do so, electronic communications of other system users

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

### **Confidentiality**

Staff members shall not access, receive, transmit or retransmit material regarding students, parents/guardians, district employees or district affairs that is protected by confidentiality laws unless such access, receipt or transmittal is in accordance with their assigned job responsibilities, applicable law and district policy. If material is not legally protected but is of a confidential or sensitive nature, great care shall be taken to ensure that only those with a "need to know" are allowed access to the material. Staff members shall handle all employee, student and district records in accordance with policies GBJ (Personnel Records and Files), JRA/JRC (Student Records/Release of Information on Students) and EGAEA (Public Electronic Mail Records).

Disclosure of confidential student records, including disclosure via electronic mail or other telecommunication systems, is governed by state and federal law, including the Family Educational Rights and Privacy Act (FERPA). (See policy JRA/JRC, Student Records/Release of Information on Students for detailed information on student records).

It is imperative that staff members who share confidential student information via electronic communications understand the correct use of the technology, so that confidential records are not inadvertently sent or forwarded to the wrong party. Staff members who use e-mail to disclose student records or other confidential student information in a manner inconsistent with applicable law and district policy may be subject to disciplinary action.

### **Use of social media**

Staff members may use social media within school district guidelines for instructional purposes, including promoting communications with students, parents/guardians and the community concerning school related activities and for purposes of supplementing classroom instruction. As with any other instructional material, the application/platform and content shall be appropriate to the student's age, understanding and range of knowledge.

Staff members are discouraged from communicating with students through personal social media platforms/applications or texting. Staff members are expected to protect the health, safety and emotional well being of students and to preserve the integrity of the learning environment. Online or electronic conduct that distracts or disrupts the learning environment or other conduct in violation of this or related district policies may form the basis for disciplinary action up to and including termination.

## **Vandalism**

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

## **Unauthorized software**

Staff members are prohibited from using or possessing any software that has been downloaded or is otherwise in the user's possession without appropriate registration and payment of any fees owed to the software owner.

## **Staff member use is a privilege**

Use of the Internet and electronic communications demands personal responsibility and an understanding of the acceptable and unacceptable uses of such tools. Staff member use of the Internet and electronic communications is a privilege, not a right. Failure to follow the use procedures contained in this policy shall result in the loss of the privilege to use these tools and restitution for costs associated with damages, and may result in school disciplinary action and/or legal action. The school district may deny, revoke or suspend access to district technology or close accounts at any time.

Staff members shall be required to sign the district's Acceptable Use Agreement annually before Internet or electronic communications accounts shall be issued or access shall be allowed.

## **School district makes no warranties**

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

## **Sexual Harassment**

The district is committed to a learning and working environment that is free from sexual harassment. Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination.

It shall be a violation of policy for any member of the district staff to harass another staff member or student through conduct or communications of a sexual nature. Any conduct of a sexual nature directed toward students by teachers or others to whom this policy applies, shall be presumed to be unwelcome. Sexual harassment committed by an employee of the district in the course of employment shall be deemed a breach of duty, and as such, shall subject the offending employee to disciplinary action. This policy similarly applies to non-employee volunteers or any other persons who work subject to the control of school authorities.

## **Sexual harassment prohibited**

For purposes of this policy, unwelcome sexual advances, requests for sexual favors, or other unwelcome conduct of a sexual nature constitutes sexual harassment if:

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

The prohibition against sexual harassment applies whether the harassment is between people of the same or different gender.

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

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

### **Reporting, investigation and sanctions**

It is the express desire of the Board to encourage victims of, or witnesses to, sexual harassment to report such claims through the district's complaint process (AC-R).

Employees who feel that their superiors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon agreement to unwelcome conduct of a sexual nature, are encouraged to report these conditions to the appropriate administrator or to the district's compliance officer.

All reports of sexual harassment received by any district employee shall be promptly forwarded to the compliance officer (AC-E-1). The compliance officer shall ensure that every complaint is promptly investigated and responded to as set forth in the district's complaint and compliance process (AC-R). No reprisals or retaliation shall be allowed to occur as a result of the good faith reporting of charges of sexual harassment. Requests for confidentiality shall be honored so long as doing so does not preclude the district from responding effectively to the harassment and preventing such conduct in the future.

Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to, warning or reprimand, suspension, or termination, subject to applicable procedural requirements. Conduct of a sexual nature directed toward students shall, in appropriate circumstances, be reported as child abuse for investigation by appropriate authorities in conformity with policy JLF.

Filing of a complaint or otherwise reporting sexual discrimination or harassment shall not reflect upon the individual's status or affect future employment or work assignments. All matters involving sexual harassment complaints shall remain confidential to the extent possible.

### **Notice of policy**

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

## **Sexual Harassment (Grievance Procedure)**

1. Staff members who believe that they have been subject to sexual harassment will report the incident to the building principal, who will be referred to as the grievance officer. If the alleged harasser is the person designated as the grievance officer, an alternate grievance officer will be appointed by the superintendent to investigate the matter.

2. Upon receiving a report, the grievance officer will confer with the staff member who has allegedly been harassed as soon as is reasonably possible, but in no event more than 2 business days from receiving the report, in order to obtain a clear understanding of the basis of the complaint and to discuss what action the staff member is seeking.
3. At the initial meeting with the staff member, the grievance officer will explain the avenues for informal and formal action and provide a description of the grievance procedure. The grievance officer will also explain that whether or not the staff member files a formal grievance or otherwise requests action, the district is required by law to take steps to correct the harassment and to prevent recurring harassment or retaliation against anyone who makes a harassment report or participates in an investigation. The grievance officer will also explain to the staff member that any request for confidentiality will be honored so long as doing so does not preclude the school from responding effectively to the harassment and preventing future harassment.
4. Following the initial meeting with the staff member, the grievance officer will attempt to meet with the alleged harasser in order to obtain a response, to the reported harassment. The grievance officer will conduct a thorough investigation, including additional interviews with the parties and interviews with witnesses, if available. The grievance officer will complete the investigation within 14 business days of the initial meeting with the staff member.
5. Within 7 business days of completing the investigation, the grievance officer will determine whether the matter should proceed formally or informally. On the basis of the grievance officer's investigation and if the staff member requests that the matter be resolved in an informal manner and the grievance officer agrees that the matter is suitable for such resolution, the grievance officer may attempt to resolve the matter informally through conciliation.
6. If the staff member requests a formal grievance process, the grievance officer will transfer the record to the superintendent or designee for formal resolution within 7 business days of completing the investigation, and so notify the parties by certified mail.
7. After reviewing the record made by the grievance officer, the superintendent or designee may gather additional evidence necessary to decide the case. Within 14 business days of receiving the record, the superintendent or designee will announce any sanctions or other action deemed appropriate, including recommendations to the Board for disciplinary or other action.
8. Whether or not a formal grievance was filed, the district will take all reasonable steps necessary to end the harassment, to prevent harassment from recurring and to prevent retaliation against anyone that reports sexual harassment or participates in a harassment investigation.
9. All parties will be notified by the superintendent of the final outcome of the investigation and all steps taken by the district.
10. At any time, the staff member making a report of sexual harassment may request an end to the informal process and begin the formal grievance process.

### **Alcohol and Drug-Free Workplace**

The district recognizes the importance of maintaining a workplace that is free from alcohol and drugs to enhance the safety and welfare of employees and students and ensure compliance with applicable law. Accordingly, it shall be a violation of district policy for any district employee to possess, use or be under the influence of alcohol or illicit drugs on district property, in or on district vehicles, at any school-sponsored or district-sponsored activity or event, or off district property when the employee is on duty.

For purposes of this policy, "illicit drugs" means narcotics, drugs and controlled substances as defined in law. Although some actions involving marijuana are no longer prohibited by state law, federal law still prohibits the manufacture, sale, distribution, possession and use of marijuana. As a recipient of federal funds, the district has an obligation to maintain a drug-free workplace. Thus, marijuana is an illicit drug for purposes of this policy. "Illicit drugs" also includes any prescription or over-the-counter drug that does not meet the following four criteria: (1) the employee has a current and valid prescription for the drug or the drug is sold over-the-counter; (2) the drug is used or possessed

for the purpose for which it was prescribed or sold over-the-counter; (3) the drug is used or possessed at the dosage prescribed or recommended; and (4) the drug is used or possessed consistent with the safe and efficient performance of the employee's job duties.

Observance of this policy is a condition of employment. A violation shall subject the employee to appropriate disciplinary action which may include suspension, termination and referral for prosecution. In appropriate circumstances and at the district's sole discretion, disciplinary sanctions may include the completion of an approved drug or alcohol abuse assistance or rehabilitation program. Any such program shall be at the employee's expense. However, the district is not required to offer rehabilitation in lieu of termination or other discipline to any employee who has violated this policy.

After investigation, the superintendent may reinstate an employee who has been suspended if it appears to be in the best interests of the district. The matter shall be reported to the Board of Education.

### **Drug-Free Workplace Act**

Under the federal Drug-Free Workplace Act (the Act), the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in any district workplace. The Act defines "controlled substance" as a controlled substance in schedules I through IV of 21 U.S.C. section 812, which includes but is not limited to marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines (including methamphetamine).

Pursuant to the Act, any employee who is convicted or pleads *nolo contendere* under any criminal drug statute for a violation occurring in the workplace shall notify the superintendent no later than five days after the conviction. The district has an obligation under the Act to notify the appropriate federal agency within 10 days after receiving notice of such conviction if there is a relationship between federal funds received by the district and the convicted employee's work site.

### **Awareness and prevention program**

The superintendent shall establish an awareness and prevention program to inform employees about:

1. The dangers of drug and alcohol abuse.
2. The District's policy of maintaining an alcohol and drug-free workplace.
3. Available drug and alcohol counseling, rehabilitation and employee assistance programs.
4. Penalties that may be imposed upon employees for violations of this policy.

The District shall conduct a periodic review of its awareness and prevention program to determine its effectiveness and implement appropriate changes.

### **Notification to employees**

Information about the standards of conduct required by this policy shall be communicated to employees. All employees shall acknowledge receipt of this policy and related information.

# Employee Acknowledgement Form

## Drug-Free Workplace Policy Statement

### LAKE COUNTY SCHOOL DISTRICT R-1

I, THE UNDERSIGNED EMPLOYEE OF Lake County School District R-1, have received a copy of the Drug-Free Workplace policy and:

1. I agree to abide the terms of the policy.
2. I agree to notify my supervisor if I am convicted of violating a criminal drug statute in the workplace no later than five days after the date of such conviction.

---

Employee Name (typed)

---

Employee Signature

---

Date



## **Tobacco-Free Schools**

To promote the general health, welfare and well-being of students and staff, smoking, chewing or any other use of any tobacco product by staff, students and members of the public is prohibited on all school property.

Possession of any tobacco product by students is also prohibited on school property.

For purposes of this policy, the following definitions apply:

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

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

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

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

## **Non-School Employment of Professional Staff**

The district considers teaching and/or administrative duties in the district full-time employment. However, if an experienced staff member is in good health, a limited amount of college teaching or educational work with other agencies may be a rewarding experience in professional growth. Staff members who plan for such work may expect cooperation on the part of the district.

Any other type of outside work by staff members shall be the concern of and warrant the attention of the superintendent only as it may directly prevent the member from properly performing his assigned functions during duty hours or be prejudicial to his effectiveness in his professional position.

For example, employees shall not at any time engage in any employment that would interfere with their effectiveness in performing their regular assigned duties, would compromise or embarrass the school system, would adversely affect their employment status or professional standing or would in any way conflict with assigned duties. Employees shall not engage in any other employment or in any private business during the hours necessary to fulfill appropriate assigned duties.

## **Gifts to and Solicitations by Staff**

### **Gifts**

Gifts from students: Teachers and other district employees shall not accept gifts from students except as such gifts represent tokens. Even token gift giving shall be discouraged. The district considers as more welcome and more appropriate the writing of letters by students to staff members to express gratitude and appreciation.

Gifts from staff members to staff members: Individual employees shall refrain from giving gifts to staff members who exercise any administrative or supervisory jurisdiction over them, either directly or indirectly. Generally, the collection of money for group gifts shall be discouraged except in special circumstances such as bereavement, serious illness or mementos at retirement.

Gifts from companies: All employees of the district are prohibited from accepting gifts of other than nominal value from companies or organizations doing business with the school district. Exceptions to this policy are the acceptance of minor items which are generally distributed by the company or organization through its public relations program.

### **Solicitations**

No organization may solicit funds of staff members within the schools nor may anyone distribute flyers or other materials related to fund drives through the schools without the approval of the superintendent. Nor shall staff members be made responsible or assume responsibility for the collection of money or distribution of any fund drive literature within the schools without such activity having the superintendent's approval.

As a matter of policy, the district expects such activities to be kept to a minimum.

No school employee may accept a gift from any vendor, student, class or school activity group with a monetary value that is considered by the superintendent to be excessive.

# Staff Development/Training

## Instructional Staff Training, Workshops and Conferences

A teacher requesting a leave for the purpose of attending a workshop or seminar for professional advancement in excess of two weeks shall make a request for instructional Staff Educational Leave pursuant to policy GCC. Requests for such leaves for less than two weeks shall be made in writing to the superintendent and he or she shall approve or disapprove such request not later than one week after such request is submitted.

## Mentor Teachers/Administrators

The district shall join with other school districts which belong to the Mountain BOCES, a consortium of districts, to offer a professional mentoring program to provisional licensees in the district's induction program.

The superintendent shall develop guidelines for selecting mentors to work with provisional licensees. Educators selected as mentors should be those who model outstanding skills and school leadership as teachers, principals or administrators, as appropriate, and who have demonstrated exemplary skills under the district's performance standards.

Principals and supervisors should encourage effective, experienced educators to take advantage of the mentoring program as a staff development opportunity. Those who are selected as mentors should work well with adults, be sensitive to the viewpoint of others, and demonstrate interpersonal and public relations skills.

To the extent possible, the guidelines for the assignment of mentors shall provide that the mentor is closely matched to the inductee in terms of academic preparation and assignment and be located, when possible, in close proximity to the inductee.

The mentor shall be responsible for long-term orientation of the mentee as the individual prepares for professional licensure. The mentor shall maintain a log of contact time and activities completed by the mentor and mentee as part of the induction plan.

The assistance provided through a mentor shall not be part of the district's formal evaluation system. A staff development program shall be available for mentors.

Mentors shall receive two comp. days to work with mentees and a \$250 stipend. If the mentor is from another district, a rate will be agreed upon between the districts.

### Principals/administrators

Mentors for principals and other administrators may be selected from a variety of sources including school district personnel, personnel from other districts and retired administrators.

Mentors selected for principals and administrators with provisional licenses shall be:

- Experienced administrators or principals
- Perceived by colleagues as effective
- Selected to match the experience of the inductee

Mentors must:

- Have demonstrated effective communication skills including problem solving and written communication
- Have demonstrated skills in questioning and giving feedback

- Be committed to ongoing professional growth

## **Professional Staff Induction Program**

The district shall join with other school districts, other school districts which belong to the Mountain BOCES, a consortium of districts to offer an induction program for the continuing professional development of teachers, special service providers, principals and administrators with provisional licenses just entering the profession and new to the district.

The purpose of the induction program under the educator licensing law shall be to promote purposeful learning by inductees rather than learning about the district and teaching through trial and error. The goal of the district's program is to enhance the job satisfaction of its educators by providing a collegial atmosphere for teaching and learning.

The induction program shall provide for supervision by mentors and ongoing professional development and training, including ethics and performance evaluations in accordance with the district's performance evaluation system.

The district's induction program shall include four major components:

- Orientation of newcomers to new professional roles
- Socialization and transition problems normally faced by newcomers to organizations
- Technical skill refinement and development including ethics
- Performance assessment

Through the induction program, inductees shall be provided information about district policies and regulations, including Board ends policies, content standards, and educator roles and responsibilities.

A mentor shall be selected for each inductee to model the professionalism of the teaching staff employed by this district.

It is recognized that the content and experience needed by an inductee will vary, based on each individual's previous experiences prior to receiving a provisional license.

The district shall establish criteria to evaluate an inductee who has successfully completed the program. Among the important criteria shall be completion of activities listed in the inductee's professional growth plan, evidence in the inductee's portfolio of meeting or exceeding the professional educator standards, satisfactory summative evaluation by the supervisor and recommendations by the mentor and supervisor.

The superintendent shall make a recommendation to CDE regarding the completion of the induction program. The superintendent shall be responsible for recommending the inductee to the state for a professional license.

Nothing in this policy nor in the induction program itself shall be construed to imply in any manner the establishment of any property rights or expectancy or entitlement to continued employment. A favorable recommendation that a provisional teacher receive a professional teaching license at the conclusion of the induction program is a decision separate and distinct from any decision about continued employment in the district. All employment decisions remain within the sole and continuing discretion of the Board of Education.

The superintendent has established a process to evaluate the district's induction program so that it fits within the comprehensive district-wide professional growth plan for district personnel.

## **Professional Staff Development**

The district shall strive to provide school personnel with opportunities for professional growth on an ongoing basis to improve their professional skills and knowledge, which in turn will enhance school quality and student achievement.

The purpose of the staff development program is to enable staff to learn, practice and evaluate new approaches to instruction, curriculum, assessment and the use of technology in the classroom.

The superintendent shall provide for a program of inservice education for teachers, administrators and other employees. The superintendent or designee shall work with consultants, lecturers, colleges and universities in developing staff programs, provide professional libraries, recommend temporary leaves for conferences or study, and design other plans to help employees carry out their responsibilities and work with students, one another and parents more effectively.

The district shall coordinate professional development programs. It shall identify needs, including priority needs, of the school system for staff training, provide training and assist schools in doing so, and evaluate the effectiveness of training. The dates of all inservice programs shall be included in the district or individual school calendar.

Identification of priority needs for training shall take into consideration the Board's ends policies for the district and standards for student learning, new curricula that has been or will be instituted, the district's graduation and promotion requirements, and student needs as shown by competency tests. The district also shall attempt to provide the particular inservice programs identified as needed by administrators, teachers, and citizen advisory groups.

Inservice programs may be required of teachers and administrators. Other programs shall be offered on a voluntary basis.

### **Staff Training in Crisis Prevention and Management**

In order to support the district's efforts to prevent and manage crisis, the superintendent shall provide a comprehensive staff training program that at a minimum trains staff to:

1. Recognize and effectively address student behavior and other indicators that signal possible violence or other impending crisis.
2. Know when to report student behavior and other indicators to parents, other persons within the school community and law enforcement.
3. Function with awareness of applicable district policies and guidelines about student discipline and student civil rights.
4. Involve the help of psychological and other experts when needed to address student behavior.
5. Practice physical security methods for self and others.
6. Teach and model nonviolent conflict resolution techniques.
7. Share safety information with parents in order to spread the responsibility for safety and engage parents as partners in crisis prevention.
8. Foster moral reasoning and self-control in students' behavior.
9. Teach and model tolerance of others.
10. Help design and implement crisis prevention and management plans
11. Effectively manage various types of crisis.
12. Involve psychological specialists as appropriate to manage debriefing and grieving of staff and students after traumatic loss.

# Complaints/Grievances

## Staff Concerns/Complaints/Grievances

It is the district's desire that procedures for settling differences provide for prompt and equitable resolution at the lowest possible administrative level and that each employee be assured an opportunity for orderly presentation and review of complaints without fear of reprisal.

A "grievance" is defined as an alleged violation of district policy or regulations that apply to all employees.

The machinery set up for the resolution of "grievances" in agreements between the district and recognized employee organizations shall apply only to grievances as defined in the particular agreement.

Nothing in this policy shall be construed to imply in any manner the establishment of personal rights not explicitly established by statute or district policy. Neither shall anything in this policy be construed to establish any condition prerequisite relative to nonrenewal of contracts, transfer, assignment, dismissal or any other employment decision relating to school personnel.

All employment decisions remain within the sole and continuing discretion of the administration and/or Board of Education, as appropriate, subject only to the conditions and limitations prescribed by law.

*Note: A grievance procedure has been established through negotiations for custodians, bus drivers and food service employees. Please refer to the negotiated agreements, on file in the superintendent's office.*

## Staff Concerns/Complaints/Grievances (Regulation)

### Purpose

The purpose of this procedure set forth in this Article is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise and which are alleged to constitute a violation, misinterpretation or misapplication of the terms of this Agreement.

### Informal Complaint

A teacher who believes that there has been a violation, misinterpretation or misapplication of the Master Agreement shall first discuss such complaint with the principal or responsible administrator with the objective of attempting to resolve the matter informally. If the complaint is not successfully resolved within five working days after such discussion, the teacher may file a grievance.

### Level One

If the complaint has not been resolved informally, a grievance may be filed with the principal or responsible administrator. The grievance shall contain a concise written statement of the provisions of this Agreement which were allegedly violated, misinterpreted or misapplied, and the relief requested. A grievance must be filed within ten working days from the date of the grievant knew or should have known of the occurrence of the event giving rise to the grievance. A grievance may be filed by an individual teacher, a group of teachers or the Association as a class grievance.

The principal or responsible administrator shall either respond to the grievance in writing within ten working days after receipt of the grievance, or request a meeting with the grievant and the Association to discuss the grievance. If a meeting is requested, the grievant, the Association and principal or responsible administrator shall meet and discuss the grievance within five working days after the meeting has been requested. The principal or responsible administrator shall then have fifteen working days after the meeting in which to respond to the grievance. A copy of such response shall be provided to the grievant and the Association.

### Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the grievant or the Association may file a copy of the grievance with the Superintendent within ten working days of the administrator's written response at Level One. Within ten working days after such written grievance is filed with the Superintendent, the grievant, the Association and the Superintendent shall meet to consider the grievance. The Superintendent shall respond to the grievance in writing within ten working days of such meeting in writing to the grievant. A copy of such response shall be provided to the grievant and the Association.

### **Level Three**

If the grievance is not resolved satisfactorily at Level Two, it may be submitted to mediation at the request of either party. The parties shall then request the Federal Mediation and Conciliation Services, or another mutually acceptable mediator, to provide staff assistance without cost to the parties. Meetings between the parties may be separately or together at the request of the mediator. If mediation fails in whole or in part, the mediator shall report the grievance issues that remain in dispute to the respective parties.

### **Right to Be Present**

A grievant shall have the right to be present at all meetings related to the grievance and, at the option of the grievant(s), may be represented at such meetings by a representative of the Association.

### **No Retaliation**

The Board, the Association, nor any member of the administrative staff of the District shall retaliate against a teacher because the teacher has participated in the grievance process.

### **Failure To Comply With Time Deadlines**

Failure to file a grievance within the required time, or failure to appeal the grievance to the next level within the required time, shall constitute a waiver of the grievance. The failure of the responsible administrator to render a decision on a grievance within the required time shall constitute a denial of the grievance and permit appeal of the grievance to the next level. In such instance, the appeal deadline shall be calculated from the date the administrator missed the deadline to respond.

## Formal Grievance Form

A grievance is defined as a complaint in writing, setting forth the allegation that there has been a violation of district policies or regulations which have adversely affected or aggrieved an employee of the school district.

Status of grievance: Step I \_\_\_\_\_ Step II \_\_\_\_\_ Step III \_\_\_\_\_

I, \_\_\_\_\_ hereby file a grievance with \_\_\_\_\_  
\_\_\_\_\_ (name of person).

Specifically, my grievance is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Steps I have already taken to try to resolve the grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby petition for a hearing on my grievance within 10 working days of the above date. I have been informed of the grievance procedures to be followed along with my rights and responsibilities pertaining thereto.

Received by: \_\_\_\_\_ date \_\_\_\_\_  
Signature Grievant's signature date

***Please note that all employment decisions remain within the sole and continuing discretion of the administration and/or Board of Education, as appropriate under district policy, subject only to the conditions and limitations prescribed by Colorado law.***



ADMINISTRATIVE RECORD

Date received \_\_\_\_\_ Date of hearing \_\_\_\_\_

Place of hearing \_\_\_\_\_ Time of hearing \_\_\_\_\_

Decision on grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I. \_\_\_\_\_  
Principal's signature                      date

II. \_\_\_\_\_  
Superintendent's signature              date

III. \_\_\_\_\_  
Board chairman's signature              date

I \_\_\_\_\_ accept or \_\_\_\_\_ reject the decision.

\_\_\_\_\_  
Grievant's signature                      date

## **Staff Personal Security and Safety**

### **Offenses against school employees**

The following procedures shall be followed in instances of assault, disorderly conduct, harassment, knowingly false allegation of child abuse, or any alleged offense under the "Colorado Criminal Code" by a student directed towards a teacher or school employee.

These same procedures shall be followed in instances of damage by a student to the personal property of a teacher or school employee occurring on school district premises.

1. The teacher or employee shall file a written complaint with the building principal, the superintendent's office and the Board of Education.
2. The principal, after receipt both of the complaint and adequate proof of the charges, shall suspend the student for three days in accordance with established procedures.
3. The superintendent shall initiate procedures for the further suspension or expulsion of the student when injury or property damage has occurred.
4. The superintendent or designee shall report the incident to the district attorney or the appropriate local law enforcement agency or officer who shall then investigate the incident to determine the appropriateness of filing criminal charges or initiating delinquency proceedings.
5. A copy of this policy shall be distributed to each student and posted in each school building.

### **Communication of disciplinary information to teachers/counselors**

The principal or designee shall communicate discipline information concerning any student enrolled in the district to all teachers and counselors who have direct contact with that student. Any teacher or counselor who is assigned a student with known serious behavior problems will be informed of the student's behavior record. Any school employee who is provided this information shall maintain its confidentiality and shall not communicate it to any other person.

# Benefits

## Staff General Leave

A general leave of absence shall mean time off from the District without pay for an employee to revitalize, to travel, to regain health or to undertake special projects.

Requests for general leaves shall be made in writing to the building principal or immediate supervisor. Leave shall be granted upon recommendation of the principal and upon the approval of the Superintendent. Granting of general leaves is at the discretion of the Superintendent.

General leaves of absence shall be provided only to those employees who have been employed by the District for a minimum of four consecutive years.

Employees on general leave shall not lose seniority or status with regard to the applicable salary plan or schedule, but salary advancements shall not apply. Employees on general leave of absence shall not lose their current positions on the longevity list. If an employee elects to continue health or other fringe benefits while on general leave, the employee shall pay the full cost of the benefit.

An employee on general leave of absence shall not accrue sick days during such leave, but unused sick leave held by the employee at the start of the general leave shall be reinstated upon the employee's return to work.

An employee on general leave of absence shall provide the Superintendent with written notice indicating whether the employee will return to work at the District or resign from District employment not later than March 1 of the year the employee is on such leave. If the employee does not notify the Superintendent by March 1, the employee shall be deemed to have resigned effective as of the end of the year in which the leave was taken.

Re-employment of an employee on general leave during the year shall be at the discretion of the Superintendent. Re-employment of such an employee for the beginning of the next year shall be guaranteed, unless the employee is involved in a reduction in force. Re-employment does not guarantee the same position.

When a general leave of absence is taken for mental or physical health reasons, the District may require a physical by a District designated physician, at District expense, upon the return of the employee.

## Staff Personal Leave

For each twelve month district employee, five days per year are allotted for personal leave. All other full time district employees are allotted four days per year for personal leave. Two of the personal leave days may be accumulated and used the following year. At any time a maximum of six personal leave days may be accumulated. A maximum of four personal leave days may be "cashed in" or transferred to accumulated sick leave each year.

If the employee wishes to request payment for unused personal leave, the request must be made in writing by the last day of the year. Days that are cashed in will be paid on the June paycheck of the contract year, and will be paid at the daily substitute rate. Payment for personal days will be restricted to days earned each year; there will be no payment for days accumulated for prior years. Any additional days missed, other than those allowed herein or in other leave policies, will result in a reduction of pay on a per diem basis.

Personal leave days may not be taken to extend a school vacation such as Thanksgiving, Christmas, and spring break, or during the first or last two weeks of student contact days. Personal leave days may be used before students start or after the last student day of the year. Under special or hardship situations, the employee may apply to the Superintendent for approved special personal leave during the first or last two weeks or other times preceding or following break times during the school year. Whenever possible, a written request for personal leave must be submitted to the Superintendent at least one week in advance.

Use of personal leave days shall not be restricted, except by the availability of substitutes and as noted above.

## **Staff Sick Leave**

Each employee of the district shall earn sick leave days annually according to the following schedule:

- 179-184 day employees-8 days
- 199 day employees-9 days
- 210-220 day employees-10 days
- 240-260 day employees-11 days

Such leave shall be accrued by the employee on the first day of the fiscal year. Half time employees will receive 4 days sick leave per year. Part-time employees are not eligible for sick leave.

1. Unused sick leave days shall accrue from year to year during an employee's employment up to a maximum of ninety days.
  - a. Accrued sick days, over 90, may be "cashed in" at the end of each fiscal year and paid at the substitute rate.
2. Sick leave is provided for the employee's use under the following conditions:
  - a. For the employee's illness, including mental or physical illness, or disability, including disability as the result of pregnancy, or for the employee's emotional well being.
  - b. For an appointment with a doctor, dentist or other health care specialist concerning an illness.
  - c. For the illness of the employee's immediate family (employee's spouse, parent, children, brother, sister, grandparent, father-in-law, mother-in law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and partner in a civil union).
3. Verification of illness may be required.
4. Bereavement leave shall be separate from sick leave.
5. If an employee terminating employment before the end of the year has exhausted all accumulated sick leave (which is not covered by the sick leave bank), any excess sick days taken by the employee shall be deducted from the employee's final settlement check at the employee's daily rate.
6. No employee shall receive pay for accumulated but unused sick leave at the time of termination of employment, except for retiring employees who shall be paid \$20 per unused sick day.
7. Employees shall notify the substitute coordinator or supervisor so that arrangements can be made for substitutes or other necessary personnel.

## **Sick Leave Bank**

A sick leave bank shall be established, based upon personal sick leave days contributed by employees to the bank, to provide a source of leave beyond an individual employee's accumulated sick leave for employees whose illness(es) cause them to exhaust their accumulated sick leave.

Sick leave bank may only be used for the employee's illness, including mental or physical illness, or disability, including disability as the result of complications due to pregnancy, or for the employee's emotional well being associated with a traumatic event or an emergency.

To become a member of the sick leave bank, an employee shall donate one personal sick leave day each year for the first three years the employee is a member. If, at any time, the balance of days in the sick leave bank drops below one hundred days, participating employees will be required to donate one additional day per year until the balance in the bank equals or exceeds one thousand days. In the event an employee chooses not to participate in the bank, or wishes to withdraw from the bank, the employee must provide written notice to the Human Resources Director.

A Sick Leave Bank Committee shall consist of the President of the Association or such person's designee, the Superintendent, and the District's Human Resources Director. The Committee shall be governed by guidelines which shall be drafted by the Committee, reviewed by legal counsel for the District and the Association, and approved by the District and the Association. The Committee shall review applications for the use of sick leave bank days, shall apply the guidelines in good faith, and shall approve or deny the application. The Committee's decision may be appealed to the Board of Education, whose decision shall be binding.

A member of the sick leave bank seeking to utilize days from the bank must submit a written application to the Sick Leave Bank Committee (through the Superintendent's office). Before approving the application, the Sick Leave Bank Committee may require the member to submit verification from the member's physician that the member is unable to work and the estimated period of recovery.

A member of the sick leave bank may draw days from the sick leave bank only after exhausting the member's accumulated sick leave.

No member may use more than sixty days from the sick leave bank in any school year.

Note: A separate agreement has been made for employees governed under the AFSCME contract.

## **Hardship Leave**

### **Donation**

In the event of an extraordinary hardship situation of an immediate family member, employees may donate personal days or cashed in sick days to said employee. The employee must use all available leave days in order to use this benefit. All donations will be made anonymously.

Note: For certified staff, as per negotiated agreement, at the discretion of the Superintendent, an employee who has exhausted their sick and/or personal leave days will be docked at the substitute pay rate.

## **Child Care Leave**

### **Short Term Leave**

An employee who desires to spend time with a newborn or newly adopted child may use up to five days of the employee's accumulated sick leave for this purpose.

### **Extended Leave**

Extended leave for newborn child or adoptive child care leave, generally not to exceed one year in length, may be granted without pay to a district employee.

An employee who desires to take extended leave for this purpose shall submit a written request to the Superintendent. Such request shall indicate the length of leave desired.

An employee on leave for one or more semesters under this provision must provide written notice to the Superintendent no later than December 1<sup>st</sup> or March 1<sup>st</sup> before the expiration of the leave indicating whether the employee will return to work at the end of the leave period.

An employee who is granted extended leave under this provision is not guaranteed the ability to return to the employee's former assignment at the expiration of the leave period.

Neither seniority nor sick leave shall accrue while an employee is on extended leave for child care.

## **Federally-Mandated Family and Medical Leave**

This policy shall apply to all family and medical leaves of absence covered under the Family and Medical Leave Act of 1993 ("FMLA"). Terms used in this policy and its accompanying regulation, such as "serious health condition," "qualifying exigency," "covered active duty," "covered servicemember," and "serious injury or illness" shall be as

defined by the FMLA and its implementing regulations. The terms “partner in a civil union” and “domestic partner” shall be as defined by state law.

## **Eligibility**

To be eligible for a family and medical leave of absence (FMLA leave) under this policy, an employee shall have been employed for at least 12 months and shall have worked at least 1,250 hours during the 12-month period preceding the commencement of the leave. A full-time classroom teacher shall be deemed to meet the hourly requirement but must also meet the 12-month requirement to be eligible for FMLA leave.

### **Permitted reasons for FMLA leave**

An eligible employee shall be entitled to a combined total of 12 weeks’ leave per year for the following reasons:

1. The birth and care of the employee’s newborn child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for the employee’s spouse, partner in a civil union, domestic partner, parent or child with a serious health condition;
4. When the employee is unable to perform the essential functions of his or her position because of the employee’s own serious health condition; or
5. Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter or parent is on covered active duty in the Armed Forces or has been notified of an impending call or order to covered active duty in the Armed Forces.

Spouses, partners in a civil union and/or domestic partners who are both employed by the district shall be entitled to a total of 12 weeks of leave (rather than 12 weeks each) per year for reasons (1), (2), (3) and/or (5) specified in the immediately preceding paragraph.

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

An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered servicemember with a serious injury or illness incurred or aggravated in the line of duty on active duty shall be entitled to a total of 26 weeks of leave during a single 12-month period to care for the covered servicemember.

The single 12-month period shall begin on the first day the employee takes leave for this reason and shall end 12 months later. During that 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave under this policy. Only 12 weeks of the 26 week total may be for a FMLA-qualifying reason other than to care for a covered servicemember.

Spouses who are both employed by the district shall be entitled to a total of 26 weeks (rather than 26 weeks each) in a single 12-month period if the leave is to care for a covered servicemember with a serious injury or illness, or a combination of caring for a covered servicemember and reasons (1), (2), (3) and/or (5) above.

### **Intermittent or reduced FMLA leave**

Leave may be taken on an intermittent or reduced leave schedule. The district may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule provided that the position has equivalent pay and benefits. Teachers requesting intermittent or reduced leave involving greater than 20 percent of their working time during such period may, in the alternative, be required to take leave continuously for all or a specified part of the total period involved.

Intermittent leave or leave on a reduced schedule shall not be allowed because of the birth of an employee’s child and to care for a newborn child, or because of the placement of a child with an employee for adoption or foster care.

**Health insurance and benefits**

The district shall maintain coverage under any group health insurance plan for any employee who is granted an approved leave of absence under this policy for the duration of the leave. Such coverage shall be maintained at the same level and under the same conditions as coverage would have been provided if the employee were not on leave. The district reserves the right to seek reimbursement for this benefit in the event that an employee elects not to return to work, as allowed by law.

The use of FMLA leave shall not result in the loss of any employment benefit that accrued prior to the start of the FMLA leave.

**Reinstatement after FMLA leave**

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

**Development of procedures**

The superintendent shall develop procedures to require appropriate medical certifications, notification and reporting which are consistent with law. The procedures shall describe how the district will post notices concerning the FMLA and other steps the district shall take to inform employees of the FMLA's requirements.

**Compliance with governing law**

The district shall fully comply with the FMLA and applicable state law and shall be entitled to take all actions and exercise all options authorized under the FMLA and applicable state law consistent with this policy and its accompanying regulation. In the event that this policy or its accompanying regulation conflict or are otherwise inconsistent with mandatory provisions of the FMLA or applicable state law, the mandatory provisions of the FMLA and applicable state law shall control.

## **Federally-Mandated Family and Medical Leave (Regulation)**

**Notification and reporting**

When the need for a family and medical leave of absence (FMLA leave) is foreseeable, the employee shall provide at least 30 days prior notice to the district unless circumstances dictate otherwise. If the requested FMLA leave is because of a military-related qualifying exigency and the leave is foreseeable, the employee shall provide notice to the district as is reasonable and practicable. With respect to foreseeable medical treatments, the employee shall make a reasonable effort to schedule treatment so as not to disrupt district operations.

If the need for FMLA leave is unforeseeable, the employee shall provide notice to the district as soon as practicable under the circumstances.

If an employee's requested FMLA leave also constitutes paid leave under another Board policy and/or negotiated agreement, the FMLA leave and other applicable leave shall run concurrently.

In the absence of an employee's request for FMLA leave, the district may independently determine whether an employee's leave under another Board policy and/or negotiated agreement constitutes FMLA leave and, if so, shall notify the employee that the leave will be counted against the FMLA leave to which the employee is entitled.

If the FMLA leave is due to illness, the employee shall report periodically on his or her leave status and intention to return to work.

If the requested FMLA leave is because of a military-related qualifying exigency, the district may require the employee to provide supporting documentation of such exigency.

The district may also require the employee to show certification of the familial relationship if the request for FMLA leave is to care for a family member with a serious health condition, to care for a covered servicemember with a serious injury or illness, or in connection with a military-related qualifying exigency.



**Medical certification**

The district shall require medical certification to support a claim for leave for an employee's own serious health condition; to care for the employee's child, spouse, partner in a civil union, domestic partner or parent with a serious health condition; or to care for a covered servicemember's serious injury or illness. The medical certification will be sufficient if it contains the date on which the condition or injury/illness commenced, the probable duration of the condition or injury/illness and any appropriate medical information.

For an employee's own serious health condition, the medical certification also must include a statement that the employee is unable to perform the functions of the position. For leave to care for a child, spouse, partner in a civil union, domestic partner or parent with a serious health condition or to care for a covered servicemember with a serious injury or illness, the medical certification must include an estimate of the amount of time the employee is needed to provide care.

In its discretion and in accordance with the FMLA, the district may require a second or third medical opinion and periodic recertifications as the district deems reasonably necessary.

Medical certification for intermittent leave must indicate the dates on which treatment is expected to be given and the duration of the treatment. For leave to care for a child, spouse, partner in a civil union, domestic partner or parent with a serious health condition or to care for a covered servicemember with a serious injury or illness, the medical certification must include a statement that the employee's intermittent leave is necessary to care for the family member and the expected duration and schedule of treatment.

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

**Return to work**

An employee who has taken leave due to the employee's own serious health condition shall provide a medical certification from the employee's physician that the employee is able to resume work. In addition, the district reserves the right to consult with a public health official if there is any question about possible transmission of a disease in the school setting.

The following return to work provisions apply to teachers:

1. If the teacher begins any category of FMLA leave more than five weeks prior to the end of the semester and the leave is for more than three weeks, the district may require the teacher seeking to return within the last three weeks to continue the leave through the end of the semester.
2. If the teacher begins any category of FMLA leave except for the teacher's own serious health condition less than five weeks before the end of the semester and the period of leave is greater than two weeks, the district may require the teacher seeking to return within the last two weeks to continue the leave through the end of the semester.
3. If the teacher begins any category of FMLA leave except for the teacher's own serious health condition three or fewer weeks before the end of the semester and the period of leave is greater than five working days, the district may require the teacher to continue the leave through the end of the semester.

**Repayment of benefits**

If an employee fails to return to work upon completion of an approved FMLA leave, the district may recover from the employee the cost of any payments made to maintain the employee's group health insurance coverage unless the failure to return to work was due to a continuation, recurrence or onset of a serious health condition as certified by a physician that entitles the employee to leave, or for other reasons beyond the employee's control.

**Posting/notice to employees**

Building principals/administrators shall post notices explaining the rights and responsibilities under the Family and Medical Leave Act (FMLA) in locations where they can be readily seen by employees and applicants for employment.

Notice of the FMLA's rights and responsibilities shall also be incorporated into employee handbooks or provided directly to employees.

**Certification of Physician or Practitioner**  
(Family and Medical Leave Act of 1993)

1. Employee's name \_\_\_\_\_
2. Patient's name \_\_\_\_\_
3. Diagnosis \_\_\_\_\_  
\_\_\_\_\_
4. Date condition commenced \_\_\_\_\_
5. Probable duration of condition \_\_\_\_\_
6. Regimen of treatment to be prescribed. Indicate number of visits, general nature and duration of treatment including referral to other providers of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week.
  - a. By physician or practitioner \_\_\_\_\_  
\_\_\_\_\_
  - b. By another provider of health services if referred by physician or practitioner  
\_\_\_\_\_

**If this certification relates to care for the employee's seriously ill family member, skip items 7, 8 and 9 and proceed to items 10 through 14. Otherwise continue below.**

Check Yes or No in the boxes below as appropriate.

- |    | Yes                      | No                       |  |
|----|--------------------------|--------------------------|--|
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | Is in-patient hospitalization of the employee required?  |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | Is employee able to perform work of any kind? If "no," skip item 9>  |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | Is employee able to perform the functions of employee's position? Answer after reviewing statement from employer of essential functions of employee's position or if none provided after discussing with employee. |

**For certification relating to care for the employee's seriously ill family member, complete items 10 through 14 below as they apply to the family member and proceed to item 17.**

- |     | Yes                      | No                       |  |
|-----|--------------------------|--------------------------|--|
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | Is in-patient hospitalization of the family member (patient) required?   |
| 11. | <input type="checkbox"/> | <input type="checkbox"/> | Does or will the patient require assistance for basic medical needs, hygiene, nutritional needs, safety or transportation? |

12.            After review of the employee's signed statement (item 14 below), is the employee's presence necessary or would it be beneficial for the care of the patient? This may include psychological comfort.

13.    Estimate the period of time care is needed or the employee's presence would be beneficial.

\_\_\_\_\_

14.    Signature of physician or practitioner \_\_\_\_\_

15.    Date \_\_\_\_\_

16.    Type of practice (field of specialization, if any), \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee signature \_\_\_\_\_

Date \_\_\_\_\_

## **Staff Civic Duty Leave**

The district recognizes the importance of the jury system in a democracy and the obligation of all citizens to serve as jurors under appropriate circumstances. Leave with pay will be granted to any employee to fulfill the employee's civic duty including, but not limited to, the following:

1. Being summoned for jury duty and required to be present at the courthouse for such jury duty.
2. Being subpoenaed as a witness to appear at a legal proceeding in connection with the employee's performance of duties as an employee of the District.
3. Being subpoenaed to appear as a witness at a legal proceeding when the employee is not a litigant or party.

Civic duty leave is limited to the time necessary to discharge the employee's legal obligations to attend the trial or other judicial proceeding, and reasonable travel time to and from the place of required attendance. The employee must return to work as soon as possible following the trial or other judicial proceeding.

Any jury or witness fees received by an employee on civic duty leave must be tendered to the District. However, the employee may deduct travel and other out-of-pocket expenses actually incurred for jury duty before reimbursing the District.

## **Staff Bereavement Leave**

A leave of absence will be granted to a district employee by the Superintendent for death in the employee's immediate family (employee's spouse, partner in a civil union, parent, children, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren). Bereavement leave shall be allowed for a maximum of five working days.

Bereavement leave for the death of a person other than an immediate family member may be given upon recommendation by the Superintendent. Such leave shall be on the same terms and conditions as bereavement leave for the death of an immediate family member.

Any absence taken by an employee in excess of the allowed bereavement leave shall be taken from the employee's sick leave. If sick leave is not available, the District will, with the approval of the Superintendent; deduct the employee's pay at the substitute rate.

## **Staff Military Leave**

### **Annual military leave**

An employee who as a member of a reserve or National Guard unit or any other branch of the military organized under state or federal law shall be granted military leave with a right of reinstatement in accordance with state and federal law.

The employee shall receive full salary and benefits during such leave up to a maximum of 15 days annually. The leave year shall be as established by the district. All remaining leave to fulfill the annual military obligation shall be unpaid leave.

An employee who is required by the state or federal government to continue military service beyond the time for which leave with pay is required, shall be granted a leave of absence without pay for all such additional service.

### **Emergency military leave**

Military leave of absence without pay shall be granted to any employee who enlists for military duty with any branch of the United States armed forces or who is called into active military service in time of war or other emergency declared by the proper authority of the state or United States. The employee shall be considered on a leave of absence during military service.

**Notice of military service**

An employee taking leave under this policy shall provide written or oral notice, as far in advance as possible, of pending military service. Employees on military leave resulting in absence of more than 30 days shall forward a copy of their military orders to the superintendent or designee.

**Using paid leave in lieu of unpaid military leave**

An employee taking leave under this policy may at his or her discretion, but is not required to, use accrued vacation or other paid leave during time of military service.

**Hiring substitute**

Where necessary to protect the public interest, a substitute employee may be hired by the district to perform the duties of the employee on military leave until such time as the employee returns to work.

**Reinstatement after service**

Upon completion of military service and in accordance with state and federal law, the employee shall be reinstated in the same or a similar position of like seniority, status and pay if such is available at the same salary and benefits which he or she would have received had leave not been taken and if the employee meets the applicable statutory requirements, including notification to the district of the employee's intent to return to work within the time period set out in law.

Upon reinstatement, the employee shall have the same rights with respect to accrued and future vacation, sick leave, public retirement benefits and other benefits as if he or she had actually been employed during the time of such leave. Because non-probationary status for teachers is not attained merely through continuous employment, a probationary teacher shall be reinstated at the actual year of service as when he or she began military leave.

## **Workers' Compensation**

An employee is eligible for workers' compensation leave from the district during the period of time the employee is temporarily disabled as the result of any injury arising out of and in the course of employment which qualifies for an indemnity payment from the workers' compensation division of the Colorado Department of Labor and Employment.

Workers' compensation leave shall be available only to those persons who sustain a temporary total disability and are unable to perform services for the district while disabled.

The sole source of compensation for an employee on workers' compensation leave shall be the indemnity payment from the workers' compensation division of the Colorado Department of Labor and Employment or insurance carrier as determined by state law. The employee shall not be permitted to use accrued school district sick leave or vacation time to supplement indemnity payments during the employee's workers' compensation leave.

While on workers' compensation leave under a temporary total disability, employees shall continue to have school district health, life and disability insurance coverage, to the same extent the employee had such coverage prior to taking workers' compensation leave, for a period of time not to exceed 60 days. At such time, the employee shall be given the option of directly assuming payment of the district's costs for such benefits or discontinuing the coverage until returning to work and again being eligible for benefits, unless the district is otherwise required to continue such coverage under applicable law.

The administration is directed to establish necessary procedures to implement this policy.

## **Incentive Retirement**

The Board of Education has determined that it may be financially advantageous to the school district and a significant benefit to school employees to offer an incentive retirement program as follows:

### **Eligibility requirements**

The employee must be actively employed by the District on full assignment during the calendar year of electing incentive retirement. Full assignment is defined in each specific job and may be verified through the human resource department.

The employee must have a minimum of twenty years of full assignments in the District, the last ten years of which must be uninterrupted service to the District. Leaves approved by the Board are not an interruption of service.

### **Incentive retirement bonus**

An employee who has a letter of resignation on file by February 1 and meets all the requirements for participation in the incentive retirement plan shall be entitled to a severance bonus equal to one year's annual salary, based on the teacher's final contract with the District.

The severance bonus shall be paid by the District to the employee in sixty equal monthly installments, without interest, commencing in September following the date of retirement.

### **General conditions**

1. Participation in the incentive retirement plan shall become effective only upon approval by the superintendent and the board's acceptance of the employee's resignation.
2. Notice of intent to retire and to participate in the incentive retirement plan must be filed in writing with the superintendent on or before February 1 in order to qualify. Applications will be given priority by date and time received. For good cause, the Superintendent may waive this requirement and permit the filing of a notice of intent to retire and participate in the incentive retirement plan later than February 1.
3. The district will allow up to three certified and three support staff per year for this benefit.
4. If an applicant qualifies and applies for the incentive retirement but is denied because the amount of requests exceeds availability, then that person may rescind their retirement, and may request that their name be placed on a waiting list for the next year. In this case, the person on the waiting list will be given first priority in the following year.
5. Approved requests for incentive retirement shall be irrevocable as of the effective date of the employee's resignation. An employee participating in the incentive retirement program waives all potential continued employment by the district; however, for good cause the Superintendent may waive this requirement and permit continued employment by the district.
6. This policy shall not be applicable to any employee whose employment with the district is terminated for cause.
7. No payment of benefits shall be made by the district in the event of the death of an active employee prior to applying for voluntary incentive retirement.
8. Any changes in the benefits provided by this plan shall not apply retroactively to individuals already receiving incentive retirement benefits from the district, unless otherwise specifically provided for in a subsequent amendment to this plan.
9. In the event of the retired employee's death prior to having received full payment of the incentive retirement severance bonus described in this plan, the retired employee's designated beneficiary, or the retired employee's estate, will receive 100 percent of the remaining benefit. Any remaining payments shall be made in accordance with this plan.
8. Incentive retirement benefits shall be based upon salary listed or computed from the salary schedule or contracted annual rate at the time of the incentive retirement, and shall not include pay for extra performance, overtime, activities, special assignment pay, stipend payment, PERA benefits, etc., or any other employee benefits.
9. Payment of all applicable taxes shall be the employee's responsibility.

10. Years of service shall be calculated as school years during which the employee was employed on a full assignment in a continuous basis.
11. PERA benefits will not apply to incentive retirement.
12. By December 31<sup>st</sup> of each year, the district will determine the number of allowed incentive retirements for that academic year.

### **Transition Retirement Year**

Any staff member who is eligible for the Public Employees Retirement Association (PERA) retirement income will be eligible for the Transition Retirement Year for the Lake County School District R-1

An individual who retires has the option to return to his/her position the following school year on a contracted-services basis for no more than 110 days per calendar year, for no more than two consecutive periods, which is one school year. This option is available under PERA guidelines, however it is understood that PERA may change the legality of this procedure, negating this policy.

A Transition Retirement Year is a financial benefit to the employee and is advantageous to the District in that it provides predictability of retirement and time for recruitment.

Conditions for the Transition Retirement Year are as follows:

1. Satisfactory evaluations in the previous three years.
2. Notice shall be given to the District Office prior to Spring Break for the Transition Retirement Year.
3. The retiree will be paid at the same base salary amount for the position in which he/she is re-employed that he/she would have received had they not retired.
4. All benefits given to the staff member prior to retirement will be recognized during the transition retirement year, with the exceptions of leave. All sick and personal leave will be converted or cashed out according to District Policies GBMB and GBMA respectively, making a beginning balance of eight sick days and four personal days for the staff member's transition year. All other leaves shall apply. Any remaining days at the end of the transition year cannot be cashed out. The employee will not be eligible for the Sick Leave Bank.
5. This benefit will not be available to any employee who chooses the Incentive Retirement benefit GCQEA.
6. The retiree is not a member of the bargaining unit represented by the Lake County Education Association (LCEA) or (LCPE), and is not covered by any of the provisions of the negotiated agreement.

### **Professional Staff Fringe Benefits**

Benefits in addition to basic salary are recognized by the district as an integral part of the total compensation plan for staff members. The benefits extended to the professional staff shall be designed to promote their present and future economic security and provide incentive for professional development that will be of benefit to the district.

In accordance with applicable federal law, full-time licensed employees are eligible for the district's health insurance plan. These employees also may participate in the district's tax-sheltered annuity program and are also covered by the district's group life insurance and long-term disability insurance plans.

School district employees shall participate in the Public Employees' Retirement Association in which both the employee and the school district make monthly contributions.

### **Workers' Compensation**

All district employees are covered under the Workers' Compensation Insurance Plan and shall be entitled to all the prescribed benefits.



## Instructional Staff Educational Leave of Absence

An educational leave of absence shall only be approved for the purpose of improving a teacher's ability to instruct or for further study related to a teacher's duties in the District. Such leave shall not be paid leave, except as provided below, and is granted at the discretion of the Superintendent. All of the conditions established for the general leave of absence shall also apply to the educational leave of absence, except as stated below.

All applications for educational leaves of absence must be filed with the building principals by the February 1 and will be acted on by the Superintendent within two weeks of receipt of the request. An educational plan must accompany the request.

The maximum period of an educational leave shall be twelve months, beginning the first day of the contract year in which the leave is granted and ending the day preceding the first day of the next ensuing contract year.

If a teacher returns to the District following a full year of educational leave of absence and successfully completes the first semester of the following year, the District will pay such teacher a stipend of \$2,000.

## Support Staff Fringe Benefits

Support staff members shall receive the same fringe benefits as are provided for professional staff members.

## Support Staff Vacations and Holidays

Full-time 12-month support personnel who are not covered by a negotiated agreement shall be entitled to annual vacation leave according to the following schedules.

### 240-Day Employees

Full-time 240-day employees shall be eligible for annual vacation as follows:

<u>Service Requirements</u>	<u>Vacation Period</u>
1 to 5 years	10 working days
6 to 10 years	15 working days
11 to 15 years	17 working days
16 to 20 years	20 working days

Vacation must be taken by September 30 of each year and will not accumulate. In addition, these employees will be allowed all holidays indicated on the school district calendar, excluding summer vacation.

### 260-Day Employees

Full-time 260-day employees shall be eligible for annual vacation as follows:

<u>Service Requirements</u>	<u>Vacation Period</u>
1 to 5 years	10 working days
6 to 10 years	15 working days
11 to 15 years	17 working days
16 to 20 years	20 working days

Vacation must be taken by December 31 and will not accumulate. In addition, all full-time 12-month non-management maintenance, mechanics and warehouse worker shall receive twelve paid holidays, including the Fourth of July, per year as indicated on the school district calendar approved by the Board.

# **Resignation/Dismissal**

## **Retirement of District Employees**

The district has no mandatory retirement age for district employees.

Employees are encouraged to make their own retirement decisions and to give written notice to the superintendent, which will be forwarded the Board, once a retirement date has been established.

## **Instructional Staff Reduction in Force**

Consistent with the procedures below, the superintendent may cancel an employment contract with any teacher without penalty to the district when the board determines that there has been a justifiable decrease in the number of teaching positions within a particular assignment, endorsement or qualification area. Justifiable decreases in teaching positions will be determined by enrollment of students, present or projected, the student/teacher ratio, and the ratio needed in each area and level. Funding will be another consideration as presented to the Board by the administration.

The superintendent shall establish the actual number of licensed staff to be reduced consistent with the Board's authority to establish educational programs within the district. The superintendent shall determine the specific positions to be affected.

When a justifiable reduction in the number of teaching positions within a particular assignment, endorsement or qualification area occurs, normal attrition, retirement and resignations shall be considered prior to any teacher reductions.

When cancellation of a teaching position occurs within any particular endorsement area, the contracts of first-year probationary teachers who are occupying such positions shall be canceled first.

If further reductions are necessary cancellation of contracts of second and third year probationary teachers shall be considered as a group. In accordance with state law, this provision shall not create any express or implied property right or contract right for second- and third-year probationary teachers. Non-probationary teachers will have a statement placed in their file stating that the contract was terminated because of a reduction in force, and not failure to perform.

Recommendations for specific reduction in force shall be made by the Superintendent. Factors listed in order of priority shall be:

1. Endorsement, assignment or qualification areas (this shall be District-wide);
2. Recommendation of current immediate supervisor
3. Longevity within the district

If, after considering these factors, two or more teachers are equally qualified for a particular position which is to be retained, each teacher shall be interviewed by the superintendent and the administrator who will supervise the position and a recommendation shall be made to the Board on the basis of the considered professional judgment of the superintendent and immediate supervisor.

Non-probationary teachers whose contracts are to be canceled under this Section, and probationary teachers whose contracts are to be canceled during instead of at the end of a school year, shall be given notice in writing at least thirty days in advance of such action. Such notice shall be served upon the teacher personally or by certified or registered mail.

Every teacher whose contract is to be canceled under this policy shall be granted the opportunity for a hearing before the Board to determine whether there is sufficient reason or reasons for the cancellation of their contract. If such a hearing is desired, the teacher must request it in writing and file the request with the president or secretary of the Board or superintendent within ten days of receiving notice of cancellation of the contract. The failure of a teacher to request the hearing within such period shall be considered a waiver of the teacher's right to the hearing.

At the hearing, teachers may be represented by an attorney or other representative of their choice at their expense.

The last to leave will be the first to be recalled in the endorsement area of the position needed. That means the last teacher who is "rified" from an elementary assignment who has an elementary endorsement will be recalled first when there is an opening in elementary. If a person who has multiple endorsements is "rified" from a subject matter area after the person "rified" in elementary, the subject matter teacher would be the first to be recalled for the elementary position if one of the endorsements is elementary, even though this person had previously taught in another endorsement area. If there are several people on the recall list who have the same longevity and endorsement, each person will go through the interview process for the selection. Two of the main additional considerations will be number of endorsements and the amount of course work in the assigned area. Recall will take place for one year after a reduction in force. If a teacher is recalled to the District, and this teacher is under contract to another school district, the teacher will be able to accept the position effective the beginning of the next school year and a substitute will fill that spot until that time.

A teacher shall be recalled to work in the following manner:

1. The last teacher involved in a reduction in force will be the first to be recalled according to endorsement, assignment or qualification area.
2. Any teacher recalled will have ten days to respond in writing to the Board or Superintendent and indicate whether the teacher accepts the position. The failure of the teacher to timely indicate an acceptance of the position shall be deemed to be a rejection of the position.
3. Recall will take place for up to one year from the final contract date after a reduction in force.
4. Any person recalled to the District shall come back with the status they had prior to leaving, including non-probationary positions on the salary plan, sick leave days accumulated prior to the reduction in force and any other benefits that are available.

The recommendation of immediate supervisor will be used whenever two or more people have the same endorsement and longevity. Two factors of equal weight in making this consideration will be the amount of course work in the assigned areas and the number of additional endorsements.

## **Instructional Staff Reduction in Force (Regulation)**

### **Definitions**

1. Endorsement - A designation of the teaching certificate. A teacher is usually endorsed for secondary, elementary, or subject matter area. Example: English endorsement, secondary; P.E. K-12,; elementary education.
2. Assignment - The position the school district has assigned to the teacher.
3. Qualification - Number of hours that a teacher must have in specific areas to teach a course. All NCLB Federal regulations for "highly qualified" will apply.
4. Longevity - The total amount of time that the teacher has been under contract to the school district taking the following into consideration:
  - a. People who worked under a professional contract, left, and returned on a professional contract at a later time.
  - b. Any paid leave will count as full-time employment.

- c. The date of the first day of work will be the time that is counted and not the day the Board approved the contract.
  - d. People who worked the majority of a semester will be credited for the semester.
  - e. Endorsement will be the main consideration when a teacher is moved to another assignment
  - f. Longevity list will be posted, corrected, updated, and used to make longevity decisions. Every time a longevity list is updated, the updated list will go to each school and the most recent one will be used at the time of a RIF decision. The official longevity list will be posted in the superintendent's office.
  - g. Any professional contracted position in the district will count as total years.
5. Recommendation of immediate supervisor - This consideration will be used when two or more people have the same endorsement and longevity. Two factors of equal weight in making this consideration will be the amount of course work in the assigned areas and the number of additional endorsements.

Recall - The last to leave will be the first to be recalled o the endorsement area of the position needed. That means the last teacher who is "rified" from an elementary assignment who has an elementary endorsement will be recalled first when there is an opening in elementary. Although a person who has multiple endorsements is "rified" from a subject matter area after the person "rified" in elementary, the subject matter teacher would be the fist to be recalled for the elementary position in one of the endorsements is elementary, even though this person had previously taught in another endorsement area. If several people occur on the recall list that have the same longevity and endorsement, they will go through the interview process for the selection. Two of the main additional considerations will be number of endorsements and the amount of course work in the assigned area. Recall will take place for one year after a RIF. If a teacher is recalled to the district, and this teacher is under contract to another district, the teacher will be ale to accept the position effective he beginning of the next school year and a substitute will fill that spot until that time.

### **Reduction in force**

Justifiable decreases in teaching positions will be determined by enrollment of students, present or projected, and the student/teacher ratio and ratio needed in each area and level. Funding will be another consideration as presented to the Board by the administration. The actual number of teachers to be reduced will be determined according to the number of sections needed as per enrollment in grades K-6, ad the number of courses needed per enrollment in grades 7-12. Professional staff needed for required courses and mandated programs will also determine this action. The recommendation will maintain consideration of the quality and number of present programs.

A RIF position will initiate a displacement procedure which allows the person with the higher seniority to displace those in the assignment, endorsement or qualification area.

For example, a RIF that involves an extracurricular assignment and an academic area would work as follows: English position is to be reduced; one teacher in English has 15 years in district, the other six years and is also a coach. The person with the least number of years in the position to be reduced will be the first to go and the district must find another staff member to coach or hire a recognized expert. A teacher with several endorsements may request a transfer to another assignment, displacing a teacher with less seniority or longevity. This may occur district-wide but would occur only if he individual requesting transfer has been identified for RIF in his or her assignment.

Nonprobationary teachers will have a statement placed in their file stating that the contract was terminated because of a RIF and not failure to perform.

### **Resignation of Instructional Staff/Administrative Staff**

In accordance with state statutes, a teacher or licensed administrator may cancel a contract prior to the beginning of an academic year by giving written notice no later than 30 days prior to the start of the academic year, during an academic year by giving at least 30 days' written notice, or at any time by mutual agreement with the Board of Education.

A teacher or licensed administrator who fails to honor a contract, except in accordance with the statutes, shall be held responsible for the ordinary and necessary expenses incurred in securing a replacement, or for 1/12th of his or her annual salary, whichever is less. In addition, the teacher's or administrator's license may be suspended.

A teacher or licensed administrator who resigns during the term of the contract shall be paid the prorated amount of the annual salary for each day the teacher has been on duty.

The district shall comply with the mandatory reporting requirements concerning allegations of unlawful behavior involving a child and other offenses, in accordance with state law and the regulation accompanying this policy.

### **Resignation of Instructional Staff/Administrative Staff (Mandatory Reporting Requirements)**

The following procedures apply to the reporting of allegations against or offenses committed by licensed personnel who resign from the district.

#### **Mandatory reporting requirements – unlawful behavior involving a child**

If an employee resigns as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior, which is supported by a preponderance of evidence, the superintendent shall notify the Colorado Department of Education (CDE) as soon as possible but no later than ten (10) business days after the employee's resignation. The superintendent shall provide any information requested by the department concerning the circumstances of the resignation. The district also shall notify the employee that information concerning the resignation is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.

If the district learns that a current or past employee has been convicted of, pled *nolo contendere* to, or received a deferred sentence or deferred prosecution for a felony or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, the superintendent shall notify CDE.

#### **Mandatory reporting requirements – other offenses**

In addition and in accordance with applicable State Board of Education rules, the superintendent shall immediately notify CDE whenever acceptance of resignation concerning a licensed employee is based upon the employee's conviction, guilty plea, plea of *nolo contendere*, or deferred sentence for any of the following offenses:

- a. felony child abuse, as specified in C.R.S. 18-6-401;
- b. felony unlawful sexual behavior, as defined in C.R.S. 16-22-102 (9);
- c. a felony offense involving unlawful sexual behavior, as defined in C.R.S. 16-22-102 (9);
- d. a crime of violence, as defined in C.R.S. 18-1.3-406;
- e. indecent exposure, as described in C.R.S. 18-7-302;
- f. contributing to the delinquency of a minor, as described in C.R.S. 18-6-701;
- g. felony domestic violence, as defined in C.R.S. 18-6-800.3;
- h. misdemeanor domestic violence, as described in C.R.S. 18-6-800.3 (1) and such conviction is a second or subsequent conviction for the same offense;
- i. misdemeanor sexual assault, as described in C.R.S. 18-3-402;
- j. misdemeanor unlawful sexual conduct, as described in C.R.S. 18-3-404;
- k. misdemeanor sexual assault on a client by a psychotherapist, as described in C.R.S. 18-3-405.5;

- l. misdemeanor child abuse, as described in C.R.S. 18-6-401;
- m. misdemeanor involving the illegal sale of controlled substances;
- n. physical assault;
- o. battery;
- p. a drug-related offense; or
- q. an offense committed outside of this state, the elements of which are substantially similar to any offense described in items a-m above.

The superintendent shall also immediately notify CDE when the district learns:

- a. the resigning employee has forfeited any bail, bond or other security deposited to secure the employee's appearance and the employee is charged with having committed a felony or misdemeanor for any offense described in items a-m above; or
- b. the resigning employee has paid a fine or received a suspended sentence for any offense described in items a-m above.

The superintendent shall also notify CDE when:

- a. The county department of social services or the local law enforcement agency reasonably believes that an incident of child abuse or neglect has occurred and the school employee is the suspected perpetrator and was acting in an official capacity as an employee of the district.

The Board reasonably believes that an employee is guilty of unethical behavior or professional incompetence.

### **Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal)**

The Board of Education shall follow procedures established by law for the suspension and dismissal of teachers.

Full-time probationary teachers, currently employed by the Board, shall be reemployed for the succeeding academic year at the appropriate salary unless the Board does not renew the contract of such teacher pursuant to law.

The superintendent shall be authorized to suspend with pay or place on administrative leave a professional staff member as a disciplinary measure and/or pending an internal investigation when a professional staff member is accused of serious misconduct. The superintendent shall report all such suspensions to the Board at its next meeting and shall make a recommendation if further disciplinary action is warranted.

A teacher shall not be subject to any disciplinary proceeding including dismissal for actions which were in good faith and in compliance with the district's discipline code, nor shall a contract nonrenewal be based on such lawful actions.

The district shall not obtain consumer credit reports on a current employee unless the district is evaluating the employee for promotion, reassignment or retention. In all cases where credit reports are obtained and/or relied upon for purposes of reassigning, terminating or denying the promotion of an employee, the district shall comply with the Fair Credit Reporting Act.

The district shall comply with the mandatory reporting requirements concerning allegations of unlawful behavior involving a child and other offenses, in accordance with state law and the regulation accompanying this policy.

## **Discipline, Suspension and Dismissal of Professional Staff (Mandatory Reporting Requirements)**

The following procedures apply to the reporting of allegations against or offenses committed by licensed personnel who face a dismissal action or are dismissed by the district.

### **Mandatory reporting requirements – unlawful behavior involving a child**

If an employee is dismissed as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior, which is supported by a preponderance of evidence, the superintendent shall notify the Colorado Department of Education (CDE) as soon as possible but no later than ten (10) business days after the employee's dismissal. The superintendent shall provide any information requested by the department concerning the circumstances of the dismissal. The district also shall notify the employee that information concerning the dismissal is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.

If the district learns that a current or past employee has been convicted of, pled *nolo contendere* to, or received a deferred sentence or deferred prosecution for a felony or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, the superintendent shall notify CDE.

### **Mandatory reporting requirements – other offenses**

In addition and in accordance with applicable State Board of Education rules, the superintendent shall immediately notify CDE when a dismissal action concerning a licensed employee is based upon the employee's conviction, guilty plea, plea of *nolo contendere*, or deferred sentence for any of the following offenses:

- a. felony child abuse, as specified in C.R.S. 18-6-401;
- b. felony unlawful sexual behavior, as defined in C.R.S. 16-22-102 (9);
- c. a felony offense involving unlawful sexual behavior, as defined in C.R.S. 16-22-102 (9);
- d. a crime of violence, as defined in C.R.S. 18-1.3-406;
- e. indecent exposure, as described in C.R.S. 18-7-302;
- f. contributing to the delinquency of a minor, as described in C.R.S. 18-6-701;
- g. felony domestic violence, as defined in C.R.S. 18-6-800.3;
- h. misdemeanor domestic violence, as described in C.R.S. 18-6-800.3 (1) and such conviction is a second or subsequent conviction for the same offense;
- i. misdemeanor sexual assault, as described in C.R.S. 18-3-402;
- j. misdemeanor unlawful sexual conduct, as described in C.R.S. 18-3-404;
- k. misdemeanor sexual assault on a client by a psychotherapist, as described in C.R.S. 18-3-405.5;
- l. misdemeanor child abuse, as described in C.R.S. 18-6-401;
- m. misdemeanor involving the illegal sale of controlled substances;
- n. physical assault;
- o. battery;

- p. a drug-related offense; or
- q. an offense committed outside of this state, the elements of which are substantially similar to any offense described in items a-m above.

The superintendent shall also immediately notify CDE when the district learns:

- a. the employee has forfeited any bail, bond or other security deposited to secure the employee's appearance and the employee is charged with having committed a felony or misdemeanor for any offense described in items a-m above; or
- b. the employee has paid a fine or received a suspended sentence for any offense described in items a-m above.

The superintendent shall also notify CDE when:

- a. The county department of social services or the local law enforcement agency reasonably believes that an incident of child abuse or neglect has occurred and the school employee is the suspected perpetrator and was acting in an official capacity as an employee of the district.
- b. The Board reasonably believes that an employee is guilty of unethical behavior or professional incompetence.

### **Resignation of Support Staff**

Support staff employees should give two weeks written notice to the district prior to resigning employment.

If an employee resigns as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior, which is supported by a preponderance of evidence, the superintendent is delegated the responsibility for notifying the Colorado Department of Education (CDE) as soon as possible but no later than ten (10) business days after the employee's resignation. The superintendent shall provide any information requested by the department concerning the circumstances of the resignation. The district also shall notify the employee that information concerning the resignation is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.

### **Discipline, Suspension and Dismissal of Support Staff**

Support staff employees, unless otherwise designated by contract, shall be considered "at will" employees who serve at the pleasure of the Board and shall have only those employment rights expressly established by district policy. Support staff members shall be employed for such time as the district is in need of or desirous of the services of such employees.

The Board delegates to the superintendent the authority to dismiss classified personnel. The superintendent may delegate this authority to other appropriate personnel such as the director of personnel. All dismissals of classified employees shall be reported to the Board at its next regular meeting.

The superintendent also may suspend employees from their assignments as a disciplinary measure.

If an employee is dismissed or resigns as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior, which is supported by a preponderance of evidence, the superintendent is delegated the responsibility for notifying the Colorado Department of Education (CDE) as soon as possible but no later than ten (10) business days after such dismissal or resignation. The superintendent shall provide any information requested by the department concerning the circumstances of the dismissal or resignation. The district also shall notify the employee that information concerning the dismissal or resignation is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.



If the district learns that a current employee has been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for any felony or misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, the superintendent shall immediately report this information to CDE.

The district shall not obtain consumer credit reports on a current employee unless the district is evaluating the employee for promotion, reassignment or retention. In all cases where credit reports are obtained and/or relied upon for purposes of reassigning, terminating or denying the promotion of an employee, the district shall comply with the Fair Credit Reporting Act.

# Other Policies and Guidelines

## Reporting Child Abuse/Child Protection

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

To that end, any school official or employee who has reasonable cause to know or suspect that a child has been subjected to abuse or neglect or who has observed the child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, as defined by statute, shall immediately upon receiving such information report or cause a report to be made to the appropriate county department of social services or local law enforcement agency. Failure to report promptly may result in civil and/or criminal liability. A person who reports child abuse or neglect in good faith is immune from civil or criminal liability.

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

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

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

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

## Reporting Child Abuse/Child Protection (Regulation)

### 1. Definition of abuse or neglect

Child abuse or neglect is defined in law as "an act or omission which seriously threatens the health or welfare of a child." Specifically, this refers to:

1. Evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling or death and such condition or death which is not justifiably explained or where the history given concerning such condition or death is at variance with the condition or the circumstances indicate that the condition may not be the product of an accidental occurrence.
2. Any case in which a child is subject to unlawful sexual behavior as defined in state law.
3. Any case in which a child is in need of services because the child's parents, legal guardians or custodians fail to take the same actions to provide adequate food, clothing, shelter, medical care or supervision that a prudent parent would take.
4. Any case in which a child is subjected to emotional abuse which means an identifiable and substantial impairment of the child's intellectual or psychological functioning or development or a substantial risk or impairment of the child's intellectual or psychological functioning or development.
5. Any act or omission described as neglect in state law as follows:
  - i) A parent, guardian or legal custodian has abandoned the child or has subjected him or her to mistreatment or abuse or allowed another to mistreat or abuse the child without taking lawful means to stop such mistreatment or abuse and prevent it from recurring.

- ii) The child lacks proper parental care through the actions or omissions of the parent, guardian or legal custodian.
- iii) The child's environment is injurious to his or her welfare.
- iv) A parent, guardian or legal custodian fails or refuses to provide the child with proper or necessary subsistence, education, medical care or any other care necessary for his or her health, guidance or well-being.
- v) The child is homeless, without proper care or not domiciled with his or her parent, guardian or legal custodian through no fault of such parent, guardian or legal custodian.
- vi) The child has run away from home or is otherwise beyond the control of his or her parent, guardian or legal custodian.
- vii) A parent, guardian or legal custodian has subjected another child or children to an identifiable pattern of habitual abuse and the parent, guardian or legal custodian has been the respondent in another proceeding in which a court has adjudicated another child to be neglected or dependent based upon allegations of sexual or physical abuse or has determined that such parent's, guardian's or legal custodian's abuse or neglect caused the death of another child; and the pattern of habitual abuse and the type of abuse pose a current threat to the child.

## 2. Reporting requirements

Any school employee who has reasonable cause to know or suspect that any child is subjected to abuse or to conditions that might result in abuse or neglect must immediately upon receiving such information report such fact to the Lake County Department of Social Services or the Leadville Police Department. The employee must follow any oral report with a written report sent to the appropriate agency.

In cases where the suspected or known perpetrator is a school employee, the report should be made to the law enforcement agency. (Reports made to social services will be referred to law enforcement.)

If a child is in immediate danger, the employee should call 911. "Immediate" refers to abuse that occurs in the employee's presence or has just occurred.

The employee reporting suspected abuse/neglect to social services or law enforcement officials must inform the school principal as soon as possible orally or with a written memo. The ultimate responsibility for seeing that the oral and written reports are made to social services or law enforcement agencies lies with the school official or employee who had the original concern.

## 3. Contents of the report

The following information should be included to the extent possible in the initial report:

- a. Name, age, address, sex and race of the child.
- b. Name and address of the child's parents, guardians and/or persons with whom the student lives.
- c. Name and address of the person, if known, believed responsible for the suspected abuse or neglect.
- d. The nature and extent of the child's injury or condition as well as any evidence of previous instances of known or suspected abuse or neglect of the child or the child's siblings—all with dates as appropriate.
- e. The family composition, if known.
- f. Any action taken by the person making the report.
- g. Any other information that might be helpful in establishing the cause of the injuries or the condition observed.

It is helpful if the person reporting suspected abuse/neglect is prepared to give documentation. Thus, noting details of observations is important. It is permissible for the school official or employee to conduct a preliminary non-investigative inquiry of any injury or injuries under the following circumstances:

- a. School personnel may inquire of the child how an injury occurred. Leading and/or suggestive questions should be avoided. School personnel may not contact the child's family or any other person suspected of causing the injury or abuse to determine the cause of the suspected abuse or neglect.
- b. A school employee's reasonable cause to suspect that the child has been subjected to abuse or neglect may arise from a child's vague or inconsistent response to such an inquiry or from an explanation which does not fit the injury.
- c. All efforts must be made to avoid duplicate or numerous interviews of the victim.

#### 4. **After filing reports**

After the report is made to the agency, district and school staff members will cooperate with social services and law enforcement in the investigation of alleged abuse or neglect. The school will report any further incidents of abuse to the agency's representative.

As the case is being investigated, the school will provide supportive aid and counseling services for the child.

Once a report of child abuse is given to the agency, the responsibility for investigation and follow-up lies with the agency. It is not the responsibility of the school staff to investigate the case. Therefore, the school staff will not engage in the following activities:

- a. Make home visits for investigative purposes.
- b. Take the child for medical treatment. (This does not preclude taking action in an emergency situation.)
- c. Convey messages between the agency and the parents/guardian.

Authorized school and district personnel may make available to agency personnel assigned to investigate instances of child abuse the health or other records of a student for such investigative purposes.

#### 5. **Guidelines for consideration**

- a. If any school employee has questions about reasonable cause of child abuse and the need for making a report, the employee may consult with the building principal. If building principal is not available, a direct call to the county department of social services about concerns is advisable.

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

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

LAKE COUNTY SCHOOL DISTRICT R-1

Child Abuse/Neglect Reporting Form

WRITTEN REPORT

Date \_\_\_\_\_

Name of Child: \_\_\_\_\_ Birth Date \_\_\_\_\_ Sex \_\_\_\_\_

Address: \_\_\_\_\_ Grade \_\_\_\_\_

Parent(s)/Guardian \_\_\_\_\_

Parent's Address (if different): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Parent's Place of Employment: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Family Composition: \_\_\_\_\_

1. Check Items that apply:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Dislocation/Sprains  | <input type="checkbox"/> Lack of Supervision | <input type="checkbox"/> Emotional Neglect   |
| <input type="checkbox"/> Twisting/Shaking     | <input type="checkbox"/> Abandonment         | <input type="checkbox"/> Educational Neglect |
| <input type="checkbox"/> Malnutrition         | <input type="checkbox"/> Burns, Scalds       | <input type="checkbox"/> Physical Neglect    |
| <input type="checkbox"/> Exposure to Elements | <input type="checkbox"/> Medical Neglect     | <input type="checkbox"/> Sexual Abuse        |
| <input type="checkbox"/> Cuts, Bruises, Welts |  |  |

Description: \_\_\_\_\_

2. Briefly describe the reporter's concern for the child: \_\_\_\_\_

\_\_\_\_\_

3. Describe the child's account of how the incident occurred and possible witnesses: \_\_\_\_\_

\_\_\_\_\_

4. Describe any previously known or suspected abuse or neglect to child or siblings: \_\_\_\_\_

\_\_\_\_\_

5. Provide name(s), address(es), and relationship to child of person(s) responsible for suspected abuse or neglect (if known): \_\_\_\_\_

\_\_\_\_\_

6. Call to Social Services: \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_ Person taking report \_\_\_\_\_

\_\_\_\_\_  
Name of person reporting to DSS Position School

(Send original report to Lake County Social Services: copy to Superintendent's office)

## **Student Records/Release of Information on Students**

In recognition of the confidential nature of student education records, no person or agency may access student education records without prior written consent from the student's parent/guardian or the eligible student, except as set forth in law and this policy.

The superintendent or designee shall provide for the proper administration of student records in accordance with law, including the implementation of safeguard measures or procedures regarding access to and disclosure of student education records.

### **Content and custody of student education records**

The principal is the official custodian of records in his or her building.

Student education records in all formats and media, including photographic and electronic, are those records that relate directly to a student. Student education records may contain, but will not necessarily be limited to, the following information: identifying data; academic work completed; level of achievement (grades, standardized achievement test scores); attendance data; scores on standardized intelligence, aptitude and psychological tests; interest inventory results; health and medical information; family background information; teacher or counselor ratings and observations; reports of serious or recurrent behavior patterns and any individualized education program (IEP).

Student education records do not include records maintained by a law enforcement unit of the school or school district that are created by that unit for the purpose of law enforcement.

Nothing in this policy shall prevent administrators, teachers or staff from disclosing information derived from personal knowledge or observation and not derived from a student's education records.

In accordance with applicable law, requests for inspection and review of student education records, requests for copies of such records, and disclosure of personally identifiable information therein shall be maintained as a part of each student's education record.

School personnel shall use reasonable methods to authenticate the identity of parents, students, school officials, and any other party to whom they disclose student education records. Authentication of identity prior to disclosure of electronic records through passwords or other security measures shall be required.

### **Access to student education records by parents and eligible students**

A parent/guardian ("parent") has the right to inspect and review their child's education records, if the student is under 18 years of age. If a student is 18 years old or older ("eligible student"), the student may inspect or review his or her own education records and provide written consent for disclosure of such records and personally identifiable information therein. However, the parent is also entitled to access his/her child's education records, despite the lack of written consent from the eligible student, if the eligible student is a dependent for federal income tax purposes or the disclosure is in connection with a health or safety emergency. Access to student education records by parents or eligible students shall be in accordance with the regulation accompanying this policy.

### **Request to amend student education records**

A parent or eligible student may ask the district to amend a student education record they believe is inaccurate, misleading or otherwise violates the privacy rights of the student. Student grades cannot be challenged pursuant to this policy. Requests to amend a student education record shall be in accordance with the regulation accompanying this policy.

### **Disclosure with written consent**

Whenever the district is required by law or policy to seek written consent prior to disclosing personally identifiable information from a student's education record, the notice provided to the parent or eligible student shall contain the following:

- a. The specific records to be disclosed;
- b. The specific reasons for such disclosure;

- c. The specific identity of any person, agency or organization requesting such information and the intended uses of the information;
- d. The method or manner by which the records will be disclosed; and
- e. The right to review or receive a copy of the records to be disclosed.

The parent's or eligible student's consent shall only be valid for the specific instance for which it was given. Consent for a student to participate in any course, school activity, special education program or in any other school program shall not constitute the specific written consent required by this policy.

**All signed consent forms shall be retained by the school district.**

**Disclosure without written consent**

The district may disclose student education records or personally identifiable information contained therein without written consent of the parent or eligible student if the disclosure meets one of the following conditions:

1. The disclosure is to a school official having a legitimate educational interest in the student education record or the personally identifiable information contained therein. In accordance with law, only those school officials who have a legitimate educational interest as described in this policy shall be permitted access to specific student education records.
  - a. For purposes of this policy, a "school official" is a person employed by the district as an administrator, supervisor, teacher or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board of Education; a person or company with whom the district has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, consultant or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student or other volunteer assisting another school official in performing his or her tasks.
  - b. A school official has a "legitimate educational interest" if disclosure to the school official is: (1) necessary for that official to perform appropriate tasks that are specified in his or her position description or by a contract agreement; (2) used within the context of official district business and not for purposes extraneous to the official's areas of responsibility; (3) relevant to the accomplishment of some task or to a determination about the student; and (4) consistent with the purposes for which the data are maintained.
2. The disclosure is to officials of another school, school system or postsecondary institution that has requested the records and in which the student seeks or intends to enroll, or has enrolled. Any records sent during the student's application or transfer period may be supplemented, updated or corrected as necessary.
3. The disclosure is to authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, and state educational authorities.
4. The disclosure is in connection with a student's application for, or receipt of, financial aid.
5. The disclosure is to state and local officials and concerns the juvenile justice system's ability to effectively serve, prior to adjudication, the student whose records are disclosed as provided under the Colorado Open Records Act and Colorado Children's Code. Such records and personally identifiable information shall only be disclosed upon written certification by the officials that the records and information will not be disclosed to any other party, except as specifically authorized or required by law, without the prior written consent of the parent or eligible student.
6. The disclosure is to organizations conducting studies for, or on behalf of, educational agencies or institutions to develop, validate or administer predictive tests; to administer student aid programs; or to improve instruction.
7. The disclosure is to accrediting organizations for accrediting functions.
8. The disclosure is in connection with an emergency, if knowledge of the information is necessary to protect the health or safety of the student or others.

9. The disclosure is to comply with a judicial order or lawful subpoena. Unless specified in the order or subpoena, the district shall make a reasonable effort to notify the parent or eligible student prior to complying with the order or subpoena.
10. The disclosure is of “directory information” as defined by this policy.

#### **Disclosure of directory information**

Directory information may also be disclosed without written consent of the parent or eligible student. “Directory information” means information contained in a student’s education record that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information which may be released includes but is not limited to the student’s name, e-mail address, photograph, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, grade level, enrollment status, degrees, honors and awards received, the most recent previous education agency or institution attended by the student, and other similar information. Directory information also includes a student identification number or other unique personal identifier used by the student to access or communicate in electronic systems, but only if the identifier cannot be used to gain access to student education records except when used in conjunction with one or more factors that authenticate the user’s identity, such as a password known only by the authorized user.

Student telephone numbers and addresses shall not be disclosed pursuant to this section.

The parent or eligible student has the right to refuse to permit the designation of any or all of the categories of directory information if such refusal is received in writing in the office of the principal of the school where the student is in attendance no later than September 7 or the following Monday if September 7 is a Saturday or Sunday.

#### **Disclosure of disciplinary information to school personnel**

In accordance with state law, the principal or designee shall communicate disciplinary information concerning any student enrolled in the school to any teacher who has direct contact with the student in the classroom and to any counselor who has direct contact with the student. Any teacher or counselor to whom disciplinary information is reported shall maintain the confidentiality of the information and shall not communicate it to any other person.

State law requires the principal or designee to inform the student and the student’s parent when disciplinary information is communicated and to provide a copy of the shared disciplinary information. The student and/or the student’s parent may challenge the accuracy of such disciplinary information through the process outlined in this policy and accompanying regulation.

#### **Disclosure to military recruiting officers**

Names, addresses and home telephone numbers, as well as directory information, of secondary school students shall be released to military recruiting officers within 90 days of the request, unless a parent or student submits a written request that such information not be released. Reasonable and customary actual expenses directly incurred by the district in furnishing this information will be paid by the requesting service.

#### **Disclosure to Medicaid**

In all cases in which a student is enrolled in the Colorado Medicaid program, the district shall release directory information consisting of the student’s name, date of birth and gender to Health Care Policy and Financing (Colorado’s Medicaid agency) to verify Medicaid eligibility of students. The district shall obtain written consent annually from a parent before the release of any non-directory information required for billing. To accomplish this, the district shall:

- include a consent form with the “start of school” information each fall.

#### **Disclosure to the Colorado Commission on Higher Education (CCHE)**

On or before December 31 of each school year, the school district shall disclose to the CCHE the names and mailing addresses of those students enrolled in the eighth grade for use in mailing the notice of postsecondary educational opportunities and higher education admission guidelines as required by state law.



### **Annual notification of rights**

The district shall notify parents and eligible students of their rights pursuant to this policy at the beginning of each academic year. For notice to parents or eligible students who are disabled or whose primary or home language is other than English, the format or method of notice will be modified so it is reasonably likely to inform them of their rights.

A copy of the Family Educational Rights and Privacy Act, and this policy and accompanying regulation and exhibit may be obtained from the office of the superintendent during normal business hours.

### **Governing law**

The district shall comply with the Family Educational Rights and Privacy Act (FERPA) and its regulations as well as state law governing the confidentiality of student education records. The district shall be entitled to take all actions and exercise all options authorized under the law.

In the event this policy or accompanying regulation does not address a provision in applicable state or federal law, or is inconsistent with or in conflict with applicable state or federal law, the provisions of applicable state or federal law shall control.

## **Student Records/Release of Information on Students (Regulation)**

In accordance with policy JRA/JRC, this regulation contains the procedures to follow when a parent or eligible student seeks to review or challenge the content of student education records.

### **Request to review student education records**

1. The parent or eligible student shall submit a written request to the principal of the school attended by the student, asking to review the student's education records.
2. Upon receipt of the written request, the principal or designee shall set a date and time for inspection and review of the records (usually within three working days after the request has been made).
3. The parent or eligible student shall examine the student's education records in the presence of the principal and/or other person(s) designated by the principal. The record itself shall not be taken from the school building.
4. During inspection and review of student education records by a parent or eligible student and when requested by them, the principal will provide personnel necessary to give explanations and interpretations of the records.
5. Upon request, one copy of the record shall be provided within a reasonable time to the parent or eligible student.

### **Request to amend student education records**

1. The parent or eligible student shall submit a written request to the principal [or appropriate school official], clearly identifying the part of the record to be amended and specifying why the record is inaccurate, misleading or otherwise violates the student's privacy rights.
2. The written request to amend the student's education records must be made in writing within 10 school days of the date the records were first examined by the parent or eligible student, unless additional time is granted by the district for good cause shown.
3. If the principal or school official denies the request to amend the student education record, the principal/school official shall notify the parent or eligible student of the decision and advise him or her of the right to a hearing to appeal the denial.

### **Request for a formal hearing**

A request for a formal hearing must be made in writing and addressed to the superintendent of schools. The district's response to the request shall be mailed within 10 school days.

The hearing shall be held in accordance with the following:

1. The hearing will be held within 25 school days after receipt of the request. Notice of the date, place and time of the hearing will be forwarded to the parent or eligible student by certified mail.
2. The hearing will be conducted by a principal or higher administrative official as designated in writing by the superintendent. The official conducting the hearing shall not be the principal who made the initial decision nor shall it be anyone with a direct interest in the outcome of the hearing.
3. Parents or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised and may be assisted or represented by individuals of their choice at their own expense, including an attorney.
4. The official designated above shall make a decision in writing within 20 school days following the conclusion of the hearing and shall notify the parent or eligible student of that decision by certified mail.
5. The decision of the official shall be based upon the evidence presented at the hearing and shall include a summary of the evidence and the reason for the decision.
6. The decision shall include a statement informing the parents or eligible student of the right to place in the student education record a statement commenting upon the information in the records and/or setting forth any reason for disagreement. Any explanation placed in the records shall be maintained by the district. If the student education record is disclosed by the district to any other party, the explanation shall also be disclosed to that party.

**Student Records/Release of Information on Students**  
 (Notification to Parents and Students of Rights  
 Concerning Student School Records)

The Family Educational Rights and Privacy Act (FERPA) and Colorado law afford parents/guardians (parents) and students over 18 years of age (eligible students) certain rights with respect to the student's education records, as follows:

1. The right to inspect and review the student's education records within a reasonable time period after the request for access is made (not to exceed 45 days). See JRA/JRC-R.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading or otherwise in violation of the student's privacy rights. See JRA/JRC-R.
3. The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA and state law authorize disclosure without consent. See JRA/JRC.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:  
  
 Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202-8520.
5. The right to refuse to permit the designation of any or all of the categories of directory information. See JRA/JRC.

The right to request that information not be provided to military recruiting officers. See JRA/JRC and JRA/JRC-E-2.

**Opt-Out Form  
for Disclosure of Information to Military Recruiters**

Do not disclose my child's/my name, address, telephone number or directory information to any United States military recruiter.

Signature of parent/guardian  
or student \_\_\_\_\_

Student's name \_\_\_\_\_

Date \_\_\_\_\_

## **Accident Prevention and Safety Procedures**

One of the most effective tools that the school district has available in eliminating workplace accidents is the reduction or elimination of conditions that cause or increase the severity of accidents. Therefore the district shall require all school employees to make a diligent and conscientious effort to promote safety of all students attending district schools.

All building and facilities shall be maintained according to strict rules of sanitation.

Hazards which might make building and grounds unsafe or might cause injury shall be removed.

The principal shall have the responsibility for seeing that the buildings and grounds under his supervision are maintained in a safe and sanitary manner. The Director of Operations and Maintenance shall be responsible to the superintendent for general supervision of employees in charge of these responsibilities.

The district shall provide safe working conditions for its employees and shall observe governmental safety regulations. No one shall be required to knowingly work in an unsafe manner or environment.

Safety shall be every employee's responsibility, and it is imperative that each employee follow district guidelines and safety practices. Each employee shall be requested to do everything reasonable and necessary to keep the district a safe place to work.

Employees shall be aware of their responsibilities to the district, to students, to fellow employees and to themselves to perform their jobs in a safe manner. If the district is made aware that an employee is engaging in unsafe work practices, the district will take reasonable steps to insure that such unsafe work practices are not continued. Violations of personal conduct and safety rules shall result in disciplinary action as well as partial loss of workers' compensation benefits if injured due to safety rule violation.

## **Accident Prevention and Safety Procedures (Regulation)**

Employees will agree in writing to abide by the following safety rules:

1. maintain good housekeeping throughout the plant and work area;
2. do not engage in fighting, horseplay, practical jokes or other disorderly conduct which may endanger any employee, student or district operation;
3. use only machines and equipment for which trained and qualified to use;
4. use proper techniques when lifting and bending - get help with heavy loads;
5. do not work or dismount from elevated positions of two feet or more in height without the use of lifts, steps, ladders or scaffolding;
6. be aware of environmental and seasonal hazards, such as ice or snow;
7. correctly use the proper tool for the job;
8. use prescribed protective equipment and proper procedures when working with any potentially hazardous material;
9. use, adjust and repair equipment only when authorized to do so;
10. immediately report unsafe conditions to the supervisor;

11. report all accidents and get first aid promptly for all injuries;
12. follow instructions and don't take chances. If an employee does not know the rule or proper procedure, he is to ask the supervisor;
13. use proper judgment about oneself, about equipment and about circumstances;
14. remove, repair or avoid potential accidents when seen;
15. be aware of one's own abilities and limitations;
16. recognize a potential accident situation when seen;
17. dress appropriately for the job position and weather conditions;
18. do not use headphones with radios or tape players while on the job;
19. read and be aware of individual department's specialized safety rules.

# LAKE COUNTY SCHOOL DISTRICT R-1

## Director/Supervisor's Report on Violation of District Rules

Employee Name: \_\_\_\_\_

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

Nature of Offense: \_\_\_\_\_

\_\_\_\_\_

Rule Violation: \_\_\_\_\_

\_\_\_\_\_

HAS EMPLOYEE BEEN WARNED  
BEFORE FOR SIMILAR OFFENSE: Yes \_\_\_\_\_ No \_\_\_\_\_

When: \_\_\_\_\_

By Whom: \_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

## Lake County School District Travel Expenses Guidelines

There are times when travel is required in order for District employees to participate in meetings, events, professional development or training. While these trips serve a worthwhile function and are in service to the District's mission, it is critical that employees recognize that travel is a privilege. The following policies are designed to outline expectations for all District employees with regard to travel, and are intended to ensure that tax payer dollars are maximized and respected.

### Approval for Travel

Employees wishing to attend functions, professional development or training opportunities on behalf of the District must secure approval from their immediate supervisor prior to making plans to attend. Employees must also turn in a District Travel Form (see below) to the district office in order to assist with making arrangements.

### Travel Expense Policies

- District employees may reserve and use a District provided vehicle for group travel, if available. Reservation of a district vehicle should be done as soon as you know about the event, as vehicles are limited in number. Reservation is accomplished through the submission of a District Transportation Request Form.
- Employees may also choose to use their own vehicle and be reimbursed for mileage. The District will pay mileage for only one vehicle per four people attending a function. Official route mileage will be based on the shortest route as calculated at [maps.google.com](https://maps.google.com) with the departure address being the street address of the employee's usual work site and the arrival address being the street address of the hotel (for overnight travel) or the conference facility (for non-overnight travel).
- When an overnight stay is required, the District provides a per night, per employee lodging allowance (see below). To save tax payer and grant dollars, the District expects two employees of the same sex attending a meeting or conference to share a hotel room. An employee who does not wish to share with another employee, and who chooses to stay in a single room, will be responsible for booking and paying for his or her own room. She or he may then submit up to the per night, per employee allowance in hotel expenses for each night stayed to the District for reimbursement. If only one employee is going on a trip, or there are an odd number of employees needing rooms, the District will pay the entire cost of the necessary single room. This policy applies whether the travel is funded through a grant or through district general funds.
- Where multiple rates are available for a conference, the employee should remember that taxpayer dollars are being used to fund such expenses, and the room with the lowest rate should be selected.
- Employees will be reimbursed for meals on a per diem basis (see below). This reimbursement is based on the currently approved District Schedule and time of departure from and return to District. Employees leaving home prior to 6:30am are reimbursed for breakfast. Employees returning home after 7:30pm are reimbursed for dinner.
- Alcoholic beverages are never reimbursable. Employees paying for a meal using a district credit card should never include alcohol on the bill. Employees who violate this policy may have their District credit card privileges revoked.
- Employees on district travel may be accompanied by a family member or friend with prior approval and when the presence of the family member or friend will not interfere with the employee's successful completion of the objective of the trip. The District is not responsible for, nor shall it pay for at any time, any expenses incurred by or related to the employee's companion. If the employee is sharing a hotel room with his or her companion, the reimbursement policy for a single room outlined above applies for the employee.
- **Violation of any of these policies may be grounds for disciplinary action, up to and including termination.**

### Guidelines for paying for travel

The employee should maintain and submit copies of receipts for all expenditures. Regardless of the amount paid by the employee, meals are reimbursed based on approved District Schedule (see below). **Meal receipts must be itemized.** If a receipt is lost, employees must complete a lost receipt form. Employees should secure a tax exempt form prior to travel as the District will not reimburse for state hotel taxes. Employees requesting reimbursement for travel should submit receipts in a timely manner, but no later than 30 days after the date of the travel. Receipts submitted after that time will not be reimbursed. In order to receive reimbursement, employees must complete a District Reimbursement Form.

**Advances**

District employees may choose to cover their own mileage and meal allowances and be reimbursed, or to receive an advance. If an advance is desired, the employee should make sure that these requests are made at least two weeks in advance to allow sufficient time to generate the requested check. If such request is not made two weeks prior to travel, the business office will reimburse the employee for his/her expenses in the next check run following the return of appropriate travel receipts. Whether or not an advance is received, all employees must complete a District Reimbursement Form to document any travel-related expenses.

**Lake County District per Diem Meal Allowance, Lodging Allowance & Mileage Schedule**

The per night, per employee lodging allowance is calculated as follows:

50% of the cost of a double room in the hotel where the District is arranging rooms for participating employees

*Example: The conference hotel is charging \$140 per night for double rooms for conference participants. The per night, per employee lodging allowance is \$70.*

Meals are reimbursed up to the following rates on a per diem basis (itemized receipts are required):

Breakfast: up to \$10.00

Lunch: up to \$15.00

Dinner: up to \$25.00

Mileage is reimbursed at \$.45 per mile.



**LAKE COUNTY SCHOOL DISTRICT TRAVEL FORM**

Please turn in this form as early as possible *with your Leave Request form.*

**Employee Name:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

**Name of Event / Conference / Training:** \_\_\_\_\_

**First Day of Event & Start Time:** \_\_\_\_\_

**Last Day of Event & End Time:** \_\_\_\_\_

**Do you need a substitute for the days you are gone?**      YES                      NO

*If yes, please indicate this also on your Leave Request form.*

**Travel to event (circle):**      District Vehicle    Personal Vehicle    Plane    Combination

Please explain any details we might need related to your travel: \_\_\_\_\_

\_\_\_\_\_

*If you are using a district vehicle, please also submit a Transportation Request Form. If you are taking your personal vehicle, note that the district will only reimburse mileage for one vehicle per four employees.*

If you are traveling by plane:

What is your full legal name? \_\_\_\_\_

What is your date of birth? \_\_\_\_\_

**Lodging:** *The district requests that employees of the same sex share a hotel room to save costs. Employees who wish to have their own room are required to book it themselves and to pay for the room. Employees staying in their own room may then submit up to the per night, per employee lodging allowance amount for this trip for reimbursement.*

I am happy to share a room.                      I will book and pay for my own room &  
I will submit reimbursement for the allowance amount.

**Meal expenses:** *Meals may be reimbursed up to the per diem amount. Employees may pay for meals and be reimbursed, or request an advance.*

I request an advance.                      I do not request an advance.