

Section G contains policies, regulations, and exhibits on all school employees except the superintendent (found in Section C - General School Administration). The category is divided into three main divisions: (1) GB contains policies applying to all school employees or to general personnel matters; (2) GC refers to instructional and administrative staff; and (3) refers to support classified staff.

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Open Hiring/Equal Employment Opportunity

The Board subscribes 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 promotes and provides for equal opportunity in the recruitment, selection, promotion, and dismissal of all personnel. Commitment on the part of the district towards equal employment opportunity applies to all people without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, religion, ancestry, age, genetic information, or conditions related to pregnancy or childbirth. The district will ensure that it does not unlawfully discriminate in any area of employment including job advertising, pre-employment requirements, recruitment, compensation, fringe benefits, job classifications, promotion, and termination.

(Adoption date:04/20/2022)

LEGAL REFS.: 20 U.S.C. §1681 (*Title IX of the Education Amendments of 1972*)
29 U.S.C. §201 *et seq.* (*Fair Labor Standards Act*)
29 U.S.C. §621 *et seq.* (*Age Discrimination in Employment Act of 1967*)
29 U.S.C. §794 (*Section 504 of the Rehabilitation Act of 1973*)
42 U.S.C. §12101*et seq.* (*Title II of the Americans with Disabilities Act*)
42 U.S.C. §2000d (*Title VI of the Civil Rights Act of 1964*)
42 U.S.C. §2000e (*Title VII of the Civil Rights Act of 1964*)
42 U.S.C. §2000ff *et seq.* (*Genetic Information Nondiscrimination Act of 2008*)
C.R.S. 2-4-401 (3.4) (*definition of gender expression*)
C.R.S. 2-4-401 (3.5) (*definition of gender identity*)
C.R.S. 2-4-401 (13.5) (*definition of sexual orientation*)
C.R.S. 22-32-110 (1)(k) (*definition of racial or ethnic background includes hair texture, definition of protective hairstyle*)
C.R.S. 22-61-101 (*discrimination in employment prohibited*)
C.R.S. 24-34-301 *et seq.* (*Colorado Civil Rights Division procedures*)
C.R.S. 24-34-301 (3.3) (*definition of gender expression*)
C.R.S. 24-34-301 (3.5) (*definition of gender identity*)
C.R.S. 24-34-301 (7) (*definition of sexual orientation*)
C.R.S. 24-34-402 *et seq.* (*discriminatory or unfair employment practices*)
C.R.S. 24-34-402.3 (*discrimination based on pregnancy, childbirth or related conditions; notice of right to be free from such*)

File: GBA

discrimination must be posted "in a conspicuous place" accessible to employees)

CROSS REFS.: AC, Nondiscrimination/Equal Opportunity
GBAA, Sexual Harassment

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 students 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 which may include suspension, termination and referral for prosecution. 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 a complaint or otherwise reporting sexual 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.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: 20 U.S.C. 1681 *et seq.* (*Title IX of the Education Amendments of 1972*)
42 U.S.C. 2000e *et seq.* (*Title VII of the Civil Rights Act of 1964*)
C.R.S. 24-34-301 *et seq.* (*Colorado Civil Rights Division procedures*)

C.R.S. 24-34-401 *et seq.* (discrimination or unfair employment practices)

CROSS REFS.: AC, Nondiscrimination/Equal Opportunity
JLF, Reporting Child Abuse/Child Protection

Workplace Health and Safety Protection

The Board is committed to providing a safe work environment for all employees. When district employees know or have reasonable concern about workplace violations of government health or safety rules, or about an otherwise significant workplace threat to health or safety related to a public health emergency, they should report such concerns following the district's concerns, complaints, or grievances procedure.

Public health emergency

For the purposes of this policy, a public health emergency means a public health order issued by a state or local public health agency or a disaster emergency declared by the governor based on a public health concern.

Nondiscrimination

The Board, the superintendent, other administrators, and district employees will not unlawfully discriminate, take adverse action, or retaliate against any employee who, in good faith, raises any reasonable concern about workplace violations of government health or safety rules, or about an otherwise significant workplace threat to health or safety related to a public health emergency if the district controls the workplace conditions giving rise to the threat or violation. Discrimination against an employee who opposes any practice they reasonably believe is unlawful or who participates in an investigation, proceeding, or hearing on such matter is also prohibited.

The Board, the superintendent, other administrators and district employees will also not unlawfully discriminate, take adverse action, or retaliate against any employee who voluntarily wears their own personal protective equipment, such as a mask, faceguard, or gloves, if the personal protective equipment:

1. provides a higher level of protection than the equipment provided by the district;
2. is recommended by a federal, state, or local public health agency with jurisdiction over the district; and
3. does not render the employee incapable of performing their job or fulfilling their job duties.

Notice

To reduce unlawful discrimination and ensure a safe workplace environment, the administration is responsible for providing notice of this policy to all district employees.

This policy will be referenced in employee handbooks and otherwise available to all staff through electronic or hard-copy distribution.

Adopted: September 2, 2020

LEGAL REFS.: C.R.S. 8-14.4-101 (*definition of public health emergency*)
C.R.S. 8-14.4-102 (*prohibition against discrimination based on claims related to a public health emergency*)

CROSS REFS.: GBA, Open Hiring/Equal Employment Opportunities
GBK, Staff Concerns/Complaints/Grievances
GBK-R, Staff Concerns/Complaints/Grievances – Regulation

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/guardians 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.

Conflicts of interest - federally funded transactions

Separate from state law and the Board's policies concerning district employees' standards of conduct and conflict of interest, federal law imposes restrictions on the conduct of district employees whenever the transaction in question is supported by federal funds subject to the Uniform Grant Guidance (UGG).

Under the UGG, a district employee shall not participate in the selection, award or administration of a contract supported by a federal award if the employee has a conflict of interest as defined by the UGG.

A conflict of interest arises under the UGG when the employee, any member of his or her immediate family, his or her business partner, or an organization which employs or is about to employ any of the aforementioned parties has a substantial financial or other interest in or would obtain a substantial tangible personal benefit from a firm considered for a contract.

In addition, the UGG prohibits district employees from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or parties to subcontracts that are federally funded, unless the gift is an unsolicited item of nominal value.

For purposes of this policy section only, “immediate family” means the employee’s spouse, partner in a civil union, children and parents. In determining whether a financial or other interest is “substantial,” or whether anything solicited or accepted for private benefit is of “nominal value,” district employees shall follow the standards of conduct and corresponding definitions applicable to local government employees under state law.

These minimum federal requirements are not waivable in connection with any transaction or contract to which they apply.

An employee who violates the standards of conduct set forth in this policy’s section may be subject to disciplinary action, in accordance with applicable law and Board policy.

Adopted: August 8, 1988

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: 2 C.F.R. 200.318(c) (*Uniform Grant Guidance – written standards of conduct covering conflicts of interest required concerning the selection, award and administration of contracts supported by federal funds*) Constitution of Colorado, Article X, Section 13 (*felony to make a profit on public funds*)
C.R.S. 14-15-101 *et seq.* (*Colorado Civil Union Act*)
C.R.S. 22-63-204 (*teachers receiving money for items sold to students/parents without written consent from Board*)
C.R.S. 24-18-109 (*government rules of conduct*)
C.R.S. 24-18-110 (*voluntary disclosure*)
C.R.S. 24-18-201 (*standards of conduct – interests in contracts*)
C.R.S. 24-18-202 (*standards of conduct – interests in sales*)
C.R.S. 24-34-402 (1) (*discriminatory and unfair employment practices*)
C.R.S. 24-34-402 (1)(h) (*nepotism provisions*)

CROSS REFS.: DKC, Expense Authorization/Reimbursement (Mileage and Travel)
GBEB, Staff Conduct (And Responsibilities)
GCE/GCF, Professional Staff Recruiting/Hiring
GCQF, Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal)
GDE/GDF, Support Staff Recruiting/Hiring
GDQD, Discipline, Suspension and Dismissal of Support Staff

CONTRACT REF.: JMEA Agreement, Code of Ethics

Staff Ethics/Conflict of Interest

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 the employee 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 the employee has substantive authority."
2. An employee "should not, within six months following the termination of employment, obtain employment in which the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's term of employment. These matters include rules, other than rules of general application, which the employee actively helped to formulate and applications, claims or contested cases in the consideration of which the employee 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 the employee has a substantial financial interest in a competing firm or undertaking."
4. An employee is discouraged "from assisting or enabling members of [the employee's] immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift of substantial value from a person whom [the employee] is in a position to reward with official action or has rewarded with official action in the past."

Issued: prior to 2018

Revised: March 6, 2019

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 must demonstrate and uphold high professional, ethical, and moral standards. Staff members must conduct themselves in a manner that is consistent with the educational mission of the district and must maintain professional boundaries with students at all times in accordance with this policy's accompanying regulation. 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 must observe rules of conduct established in law which specify that a school employee must 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 are expected to carry out their assigned responsibilities with conscientious concern.

It is not 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 are 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.

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 Board 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 must remain confidential except that the superintendent must notify the Colorado Department of Education of the child abuse investigation.

Possession of deadly weapons

The Board's policy regarding public possession of deadly weapons on school property or in school buildings applies to district employees. However, the restrictions do 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 has good cause to believe that any staff member has been convicted of, pled *nolo contendere* to, or received a deferred or suspended sentence for any felony or misdemeanor other

than a misdemeanor traffic offense or infraction, the district must make inquiries to the Department of Education for purposes of screening the employee.

In addition, the district must require the employee to submit a complete set of fingerprints taken by a qualified law enforcement agency, an authorized district or BOCES employee, or any third party approved by the Colorado Bureau of Investigation. Fingerprints must be submitted within 20 days after receipt of written notification. The fingerprints must 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. When the results of the fingerprint-based criminal history record check reveal a record of arrest without a disposition, the district must require the employee to submit to a name-based criminal history record check. Criminal history record information must be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities.

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

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

Unlawful behavior involving children

The district 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 or suspended sentence or deferred prosecution for a felony or misdemeanor crime involving unlawful sexual behavior, an allegation of a sexual act involving a student who is eighteen years of age or older, regardless of whether the student consented to the sexual act, 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.

Notification concerning arrests

District employees must notify the district when they are arrested for specific criminal offenses, in accordance with this policy's accompanying regulation.

The district must notify students' parents/guardians when district employees are charged with specific criminal offenses, as required by state law and in accordance with applicable Board policy.

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 Board'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.

(Adoption date: 04/20/2022)

LEGAL REFS.: 28 C.F.R. 50.12 (b) (*notification requirements regarding fingerprints*)
C.R.S. 18-12-105.5 (*unlawful carrying/possession of weapons on school grounds*)
C.R.S. 18-12-214 (3)(b) (*school security officers may carry concealed handgun pursuant to valid permit*)
C.R.S. 19-3-308 (5.7) (*child abuse reporting*)
C.R.S. 22-1-130 (*parent notification of employee criminal charges*)
C.R.S. 22-2-119.3 (6)(d) (*name-based criminal history record check – definition*)
C.R.S. 22-32-109 (1)(ee) (*duty to adopt policy prohibiting personnel from recommending certain drugs for students or ordering behavior tests without parent permission*)
C.R.S. 22-32-109 (1)(pp) (*annual employee notification requirement regarding federal student loan repayment programs and student loan forgiveness programs*)
C.R.S. 22-32-109.1 (8) (*policy requiring inquiries upon good cause to department of education for purpose of ongoing screening of employees*)
C.R.S. 22-32-109.7 (*duty to make inquiries prior to hiring*)
C.R.S. 22-32-109.8 (*non-licensed personnel – submittal of fingerprints and name-based criminal history record check*)
C.R.S. 22-32-109.8 (6)(a) (*requirement to terminate non-licensed employees for certain felony offenses*)

C.R.S. 22-32-109.9 (*licensed personnel – submittal of fingerprints and name-based criminal history record check*)

C.R.S. 22-32-110 (1)(k) (*power to adopt conduct rules*)

C.R.S. 24-18-104 (*government employee rules of conduct*)

C.R.S. 24-18-109 (*local government employee rules of conduct*)

C.R.S. 24-18-110 (*voluntary disclosure*)

CROSS REFS.: JLC, Student Health Services and Records
JLDAC, Screening/Testing of Students (And Treatment of Mental Disorders)
JLF, Reporting Child Abuse/Child Protection
KDBA*, Parent Notification of Employee Criminal Charges
KFA, Public Conduct on District Property

Staff Dress Code

Teachers and other staff members project an image to the community and to students about the professionalism of the district. During the workday and at all work-related activities, employees shall adhere to a professional standard of dress and shall be neat and clean in appearance. Examples of professional attire include, but are not limited to, collared shirts, dress slacks, ties, dresses and coordinated separates. The principal has the final authority to decide what is professional attire.

Unacceptable items

The following items are deemed disruptive to the classroom environment or to the maintenance of a safe and orderly school and are not acceptable in school buildings, on school grounds, or at school activities:

1. Shorts, dresses, skirts or other similar clothing shorter than mid-thigh length
2. Sunglasses and/or hats worn inside the building
3. Inappropriately sheer, tight or low-cut clothing such as midriffs, halter tops, backless clothing, tube tops, muscle tops, garments made of fishnet, mesh or similar material, etc., that bare or expose traditionally private parts of the body including, but not limited to, the stomach, buttocks, back and breasts
4. Tank tops or other similar clothing with straps narrower than 1.5 inches in width
5. Any clothing, paraphernalia, grooming, jewelry, hair coloring, accessories, or body adornments that are or contain any advertisement, symbols, words, slogans, patches, or pictures that:
 - Refer to drugs, tobacco, alcohol, or weapons.
 - Are of a sexual nature.
 - By virtue of color, arrangement, trademark, or other attribute denote membership in gangs which advocate drug use, violence, or disruptive behavior.
 - Are obscene, profane, vulgar, lewd, or legally libelous.
 - Threaten the safety or welfare of any person.
 - Promote any activity prohibited by the student code of conduct.
 - Otherwise disrupt the teaching-learning process.

Exceptions

Appropriate athletic clothing may be worn when teaching or assisting with physical education classes, or when coaching athletic activities.

Uniformed workers such as food preparers, custodians, etc. shall wear the required uniform instead of professional dress.

Building principals, in conjunction with the school accountability committee, may develop and adopt school-specific dress codes that are consistent with this policy.

Adopted: April 9, 2001

Revised: March 6, 2019

LEGAL REF.: C.R.S. 22-32-109 (1)(cc) (*districts required to have staff dress code*)

CROSS REFS.: GBEB, Staff Conduct (And Responsibilities)
JICA, Student Dress Code

Gifts to and Solicitations by Staff

Gifts

Gifts from companies: All district employees 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 or designee. 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.

The district expects such activities to be kept to a minimum.

Adopted: March 6, 2019

LEGAL REF.: C.R.S. 24-18-104 (*rules of conduct for public employees*)

CROSS REFS.: DJG, Vendor Relations

GBEB, Staff Conduct (And Responsibilities)

KHC, Distribution/Posting of Noncurricular Materials

Staff Conduct (And Responsibilities)

Professional boundaries with students

In a professional staff/student relationship, staff members maintain boundaries with students that are consistent with their professional code of conduct and obligations. All district employees are expected to observe and maintain proper professional boundaries, in accordance with this regulation and accompanying policy.

The following list provides examples of staff conduct that, in the absence of evidence of a legitimate educational purpose or other reason deemed valid by the district, may be regarded as evidence that a staff member has violated professional boundaries with a student:

- any type of inappropriate physical contact with a student or any other conduct that might be considered harassment under Board policy
- furnishing alcohol, drugs or tobacco to a student or being present when any student is consuming these substances
- repeating sexual or inappropriate romantic rumors
- accepting massages, or offering or giving massages other than in the course of injury care administered by the appropriate athletic trainer, coach or health care provider
- singling out a particular student or students for personal attention or friendship beyond the ordinary professional staff-student relationship
- being alone with a student behind closed doors as doors may remain open outside of class time
- initiating or extending contact with a student beyond the school day or outside of class times for the staff member's personal purposes
- sending or accompanying a student on personal errands
- inviting a student to a staff member's home without appropriate chaperones
- going to a student's home when the student's parent/guardian or an appropriate chaperone is not present
- giving a student a ride in a vehicle without prior notification to and approval from both the student's parent/guardian and the building principal, except in an emergency under appropriate circumstances
- giving gifts or money to the student
- any other action or activity similar in nature to those listed above

Prohibited communications in any format (email, text messaging, written communications, in person, etc.) by a staff member with a student includes, but is not limited to the following:

- any communications without a legitimate educational reason
- flirting, propositions or sexual remarks
- sexual slurs, leering, sexual or derogatory comments
- inappropriate comments about a student's body
- sexual jokes, notes, stories, drawings, gestures or pictures
- displaying or transmitting sexual pictures, objects or depictions
- disclosing personal, sexual, romantic, marital or employment issues or other private matters
- other communications or activities similar in nature to those listed above

Reporting violations and disciplinary action

Staff members shall promptly notify the principal or superintendent if they become aware of a situation that may constitute a violation of this regulation. Depending on the specific circumstances of the allegations or suspicions, staff members may have a mandatory duty under state law to report the violation(s) as child abuse, in accordance with applicable Board policy.

Students and their parents/guardians should notify the principal or superintendent if they believe a teacher or other staff member may be engaging in conduct that violates this regulation.

In determining whether a violation of professional boundaries has occurred, the district shall consider the totality of the circumstances, including the nature and extent of the conduct involved, the job description and duties of the employee, the employee's intent or purpose in engaging in the conduct, and whether the conduct caused harm to the student or adversely affected the education of students. Persons reporting in good faith regarding alleged violations or suspected violations of this regulation shall not be subjected to retaliation in any form.

Adopted: March 6, 2019

Revised: April 1, 2020

Staff Conduct (And Responsibilities)

Notice upon arrest for specific criminal offenses

An employee's criminal misconduct may constitute a violation of Board policy. Such criminal misconduct may also necessitate disciplinary action against the employee and require the district to notify students' parents/guardians of the employee's criminal charges in accordance with state law.

In an effort to keep the district apprised in a timely manner of potentially concerning behavior by its employees, an employee who is arrested for any of the following criminal offenses shall provide written notice to the superintendent or designee.

Such notice shall be provided prior to reporting to duty in the district and no later than five days after the employee's arrest.

The required notice applies to the following criminal offenses:

1. felony child abuse, as specified in C.R.S. 18-6-401;
2. a crime of violence, as defined in C.R.S. 18-1.3-406(2), except second degree assault, unless the victim is a child;
3. a felony involving unlawful sexual behavior, as defined in C.R.S. 16-22- 102(9);
4. felony domestic violence, as defined in C.R.S. 18-6-800.3;
5. felony indecent exposure, as described in C.R.S. 18-7-302; or
6. a level 1 or level 2 felony drug offense, as described in C.R.S. 18-18-401 *et seq.*;
7. DUI/DWAI, as defined in C.R.S. 42-4-1301.

Disciplinary action and parental notification

Upon receiving notification of an employee's arrest for one or more of the above-listed criminal offenses, the district may conduct further investigation as it deems necessary and/or refer the matter to the Colorado Department of Education. Disciplinary action, including dismissal, may be taken against the employee as deemed appropriate by the district, in accordance with applicable law and Board policy.

The district may also notify students' parents/guardians when an employee is charged with any of the above-listed criminal offenses, in accordance with state law and applicable Board policy.

Adopted: March 6, 2019

Alcohol and Drug-Free Workplace

The Board 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 Board 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 Board'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 Board 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.

Adopted: September 10, 1990

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: 20 U.S.C. 7101 *et seq.* (*Safe and Drug-Free Schools and Communities Act*)
21 U.S.C. 812 (*definition of controlled substance*)
41 U.S.C. 8101 and 8102 (*Drug-Free Workplace Act of 1988*)
34 C.F.R. Part 84 (*regulations implementing the Drug-Free Workplace Act*)
Colo. Const. Art. XVIII, Section 16(6) (*employers may restrict marijuana use, possession, sale, etc. by employees*)
C.R.S. 18-18-407 (2) (*crime to sell, distribute or possess any controlled substance on or near school grounds or school vehicles*)
C.R.S. 25-1.5-106 (12)(b) (*possession or use of medical marijuana in or on school grounds or in a school bus is prohibited*)
C.R.S. 25-14-103.5 (*boards of education must adopt policies prohibiting use of retail marijuana on school property*)

CROSS REFS.: EEAEAA, Drug and Alcohol Testing for Bus Drivers
GBEB, Staff Conduct
GCQF, Discipline, Suspension and Dismissal of Professional Staff (And contract Nonrenewal)
GDQD, Discipline, Suspension and Dismissal of Support Staff
JICH, Drug and Alcohol Involvement by Students

CONTRACT REF.: JMEA Agreement, Code of Ethics

Employee Acknowledgment Form

Alcohol and Drug-Free
Workplace Weld RE-5J School
District

I, THE UNDERSIGNED EMPLOYEE OF WELD COUNTY SCHOOL DISTRICT RE-5J, have received a copy of the Alcohol and Drug-Free Workplace policy and:

1. I agree to abide by 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 (Printed)

Employee signature

Date

Issued: prior to 2018
Revised: March 6, 2019

Staff Use of the Internet and Electronic Communications

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

The Board of Education 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 technology devices to avoid contact with material or information that violates this policy. For purposes of this policy, "district technology device" means any district-owned computer, hardware, software, or other technology that is used for instructional or learning purposes and has access to the Internet.

Blocking or filtering obscene, pornographic and harmful information

To protect students from material and information that is obscene, child pornography or other otherwise harmful to minors, as defined by the Board, technology that blocks or filters such material and information has been installed on all district computers having Internet or electronic communications access. Blocking or filtering technology 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.

Technology protection measures

Staff shall not allow others to have unsupervised access to their district computers, laptops or Internet-ready devices. To ensure that student Internet access on district computers and technology devices is subject to the district's filtering and technology protection measures, student use of Internet-ready district computers or technology devices shall be primarily restricted to district property and the district's network. While on district premises, students may use only district networks when using district computers and technology devices. Students shall not be permitted to remove Internet-ready district computers or technology devices from district property unless the devices in question include one or more technology protection measures.

No expectation of privacy

District computer systems and technology devices 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 district technology devices. The district reserves the right to monitor, inspect, copy, review and store (at any time and without prior notice) all usage of district computer systems and technology devices, including all Internet and electronic communications access and transmission/receipt of materials and information. All material and information accessed/received through district computer systems and technology devices 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 technology devices in a responsible, efficient, ethical and legal manner.

Because technology and ways of using technology are constantly evolving, every unacceptable use of district technology devices 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 or 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 in violation of the district's nondiscrimination policies.
- for personal profit, financial gain, advertising, commercial transaction or political purposes.
- that plagiarizes the work of another.
- 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 or district policy, 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 technology devices is a high priority. Staff members who identify a security problem while using district technology devices must immediately notify a system administrator. Staff members should not demonstrate the problems to other users.

Staff members shall not:

- use another person's password or any other identifier.
- gain or attempt to gain unauthorized access to district technology devices, district network or district administrative programs.
- 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 or problems with technology, may be denied access to the Internet, electronic communications and/or district technology devices.

Confidentiality

Staff members shall not access, receive, transmit or retransmit material regarding students, parents/guardians or district employees that is protected by confidentiality laws.

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 applicable district policies.

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). Therefore, the sharing of student records or other confidential information with persons or agencies outside the school district via email is prohibited without prior written consent of the student's parent/guardian, unless disclosure is under an exception to FERPA (see *Board Policy JRA/JRC – Student Records/Release of Information on Students* for detailed information on student records and FERPA). Student records and other confidential information may be shared with other district staff members via email, as long as the staff member with whom the records are shared has a legitimate educational interest in the student and the records are shared for a legitimate educational purpose.

Any student records maintained on district technology, including on the electronic mail system or in any other electronic format are part of the student's record and, as such, are available for parent/guardian review and must be maintained in accordance with FERPA requirements. It is imperative that staff members who share confidential student information via electronic communications understand the correct use of the technology, so that confidential records are not inadvertently sent or forwarded to the wrong party. Staff members who intentionally use email to disclose student records or other confidential student information in a manner inconsistent with FERPA requirements may be subject to disciplinary action.

Use of social media

Social media is defined as media based on the use of web and mobile technologies that allow for user-generated exchanges of information. With proper administration, social media can foster collaboration and communication as an interactive dialog, enhancing the value of conversations across a global audience.

Applicability

All existing and future policies and behavior guidelines currently applicable to students and staff similarly apply to the online environment. Any employee or associated person engaging in inappropriate conduct involving the use of social media may be subject to discipline up to and including termination.

Professional and personal social media use

Professional social media is a work-related social media activity that can be either school based (e.g., a district principal establishing a social networking page for his/her school, or a teacher establishing a social media site for his/her class), or non-school-based (e.g., a district office establishing a social networking page to communicate with the larger district community).

Personal social media is a non-work-related social media activity (e.g. a district employee establishing a social networking page for his/her personal use).

Employees who engage in strictly personal social media activities must maintain separate professional and personal email addresses, and may not use their professional email address for personal social media activities.

All communications through professional social media tools must remain professional and appropriate, and employees maintain no expectation of privacy with respect to those communications. Employees must obtain their supervisor's approval prior to engaging in a professional social media presence.

Supervisors and their designees are responsible for ensuring access to all professional social media accounts within their school or department, via log-in information and/or administrators' rights when possible.

Professional social media communications will be in compliance with existing district policies and department procedures or directives, including prohibitions on the disclosure of confidential information, and prohibitions on the use of harassing, obscene, discriminatory, defamatory, or threatening language. No confidential or proprietary information about students or staff may be posted by district employees on

social media sites without securing appropriate permission.

In order to maintain a professional and appropriate relationship with students, district employees are strongly encouraged not to communicate with students who are currently enrolled in the district through personal social media activities.

Use of district and school (including all athletic and activities) logos or images on a personal social media website is prohibited; any initial promotion of professional events must be posted on a previously approved professional social media website. Staff are permitted to share the professional postings on their personal social media accounts.

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 technology device. This includes, but is not limited to, the uploading or creation of computer viruses and the use of encryption software.

Unauthorized content

Staff members are prohibited from using or possessing any software applications, mobile apps or other content that has been downloaded or is otherwise in the user's possession without appropriate registration and payment of any applicable fees on district owned technology devices.

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 and district technology devices 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 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 technology devices, 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.

Adopted: December 8, 2003

Revised: May 12, 2010

Revised: January 9, 2013

Revised: June 28, 2017

Revised: March 6, 2019

LEGAL REFS.: 20 U.S.C. 6751 *et seq.* (*Enhancing Education Through Technology Act of 2001*)
47 U.S.C. 254(h) (*Children's Internet Protection Act of 2000*)
47 C.F.R. Part 54, Subpart F (*Universal Support for School's and Libraries*)
C.R.S. 22-87-101 *et seq.* (*Children's Internet Protection Act*)
C.R.S. 24-72-204.5 (*monitoring electronic communications*)

CROSS REFS.: AC, Nondiscrimination/Equal Opportunity
EGAEA, Electronic Communication

Staff Use of the Internet and Electronic Communications
(Annual Acceptable Use Agreement)

Staff member

I have read, understand and will abide by the district's policy on Staff Use of the Internet and Electronic Communications. Should I intentionally commit any violation, or in any way misuse my access to the school district's technology devices, including use of the Internet and electronic communications, I understand and agree that my access privileges may be revoked and disciplinary and/or legal action may be taken.

I hereby release the school district from all costs, claims, damages or losses resulting from my use of district technology devices, including use of the Internet and electronic communications, including but not limited to any user fees or charges incurred through the purchase of goods or services.

Your signature on this Acceptable Use Agreement is binding and indicates you have read the school district's policy on Staff Use of the Internet and Electronic Communications and understand its significance.

Staff member's name (printed)

Staff member's signature

Date

Issued: December 8, 2003
Revised: March 6, 2019

Staff Health

(And Medical Examination Requirements)

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

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

Routine medical 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 the district.

School transportation vehicle operators will be required to have a medical examination once every two years in accordance with applicable state and federal law.

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 must 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 will select the medical professional to conduct such examination and will 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 must 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 is 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.

Confidentiality

In all instances, district personnel must 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 must develop procedures to ensure that all medical information will be held in strict confidence. Any school staff member who violates confidentiality will be subject to appropriate disciplinary measures.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: March 6, 2019

Revised: September 2, 2020

LEGAL REFS.: 29 U.S.C. 794 (1983) (*Section 504 of the Rehabilitation Act*) 42 U.S.C. 12101 *et seq.* (*Americans with Disabilities Act*) 49 C.F.R. 391.43 (*medical examination requirements for commercial driver's license holders*)
C.R.S. 8-2-118 (*employer must bear cost of medical exam*)
C.R.S. 22-32-110 (1)(k) (*board's power to adopt policy related to safety, conduct and welfare of employees*)
C.R.S. 22-63-301 (*grounds for teacher dismissal*)
C.R.S. 24-34-401 *et seq.* (*discriminatory or unfair employment practices*)
C.R.S. 25-4-101 *et seq.* (*disease control and sanitary regulations*)
1 CCR 301-26, Rules 4204-R-5.00 (*regulations regarding operation of school transportation vehicles; medical exam requirements*)

CROSS REFS.: EBBA, Prevention of Disease/Infection Transmission (Handling Body Fluids)
GBA, Open Hiring/Equal Employment Opportunity-
GBGG, Staff Sick Leave
GBJ, Personnel Records and Files
GCQF, Discipline, Suspension and Dismissal of Professional Staff (And Contract Nonrenewal)
GDQD, Discipline, Suspension and Dismissal of Support Staff

First Aid Training

During the school day and during school sponsored events, including those off-site, at least one staff person shall be on duty who has a current certification from a nationally recognized course in standard first aid and CPR. A list of such staff members shall be maintained in each school office.

Athletic coaches, as that term is defined by applicable rules of the Colorado State Board of Education, shall be certified in CPR and the use of automated external defibrillators (AEDs).

Adopted: March 6, 2019

LEGAL REFS.: C.R.S. 22-1-125.5 (*athletic coaches must be certified in CPR and the use of automated external defibrillators*)
1 CCR 301-96 (*State Board of Education rules for the Administration of the Instruction of Cardiopulmonary Resuscitation in Public Schools Grant Program*) 6 CCR 1010-6, Rule 6.13(D) (*first aid and CPR certification requirement*)

CROSS REF.: JLCE, First Aid and Emergency Medical Care

Staff Health

The following procedures shall be followed 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 illness.

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 a 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 as soon as possible. The school officer shall confer individually with the supervisor and the staff member to assess the situation.

Evaluation of employment status

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 Board policies, applicable negotiated agreements and applicable law.

Confidentiality

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

Approved: September 12, 1988

Reviewed: October 12, 1998

Revised: March 6, 2019

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 and the Superintendent's office. The Superintendent will notify the Board of Education.
2. The principal shall, after receipt of the complaint and proof deemed adequate by the principal, 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 be requested, upon receiving the report, to investigate the incident to determine the appropriateness of filing criminal charges or initiating delinquency proceedings.

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.

Adopted: August 14, 1995

Revised: September 9, 1996

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 19-3-304(3.5),(4)
C.R.S. 22-32-109.1 (3) (*policy regarding offenses against school employees required as part of safe schools plan*)
C.R.S. 22-32-109.1 (9)(1)(x) (*immunity provisions in safe schools law*)
C.R.S. 22-32-126 (5)(a) (*communication of disciplinary information*)

CROSS REFS.: ECAC, Vandalism
JK, Student Discipline
JKD/JKE, Suspension/Expulsion of Students

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 primary source of compensation for an employee on workers' compensation leave shall be the indemnity payment from the workers' compensation section of the division of worker's compensation of the Colorado Department of Labor and Employment or insurance carrier, as determined by state law. The employee may use accrued school district sick leave and vacation time to supplement the workers' compensation payment.

Under no circumstances shall an employee be allowed to receive more than an amount equal to the weekly wage or equivalent when combining the indemnity payment from workers' compensation and school district benefits. The employee shall provide any requested documentation to the school district to evidence amounts paid by workers' compensation before benefit payments are allowed by the school district.

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 2 weeks. 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 pay for or continue such coverage under applicable law.

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

Adopted: August 15, 1994
Reviewed: October 12, 1998
Revised: March 6, 2019

LEGAL REFS.: 29 U.S.C. 2601 *et seq.* (*Family and Medical Leave Act of 1993*)
P.L. 111-148 (*Patient Protection and Affordable Care Act*)
C.R.S. 8-40-101 *et seq.* (*Workers' Compensation Act of Colorado*)

CROSS REFS.: GBGG, Staff Sick Leave
GCD, Professional Staff Vacations and Holidays
GDD, Support Staff Vacations and Holidays

Staff Maternity/Paternity/Parental Leave

Maternity leave

Medically necessary sick leave for maternity purposes shall be available to any female employee who becomes pregnant. Such leave shall be in accordance with this policy, unless otherwise provided by contract or a negotiated agreement. The leave will be allowed during such period of the pregnancy and a reasonable time immediately following termination of the pregnancy as is medically necessary to safeguard the health of the mother and/or child.

1. Determination of Necessity

The determination and designation of the period of time during which maternity leave is necessary may be initiated by either the employee or the district. Final determination of such period including the beginning, duration and end of the period shall be made by the district based on information provided by the employee, the employee's physician, the administration and if deemed necessary, by a physician designated by the district.

2. Reinstatement

An employee who has taken leave in accordance with this policy shall be assured reinstatement following the end of the period of time during which leave is necessary.

3. Notice

An employee who becomes pregnant shall be encouraged to notify the district regarding the pregnancy well in advance of the expected leave so that the district may make appropriate staffing decisions. When an employee is no longer pregnant, she shall notify the district of this fact.

4. Benefits

An employee on maternity leave for medical necessity as determined by the employee's or the district's designated physician shall receive pay, insurance and other benefits to the same extent and on the same basis as sick leave used for other purposes. Any additional leave granted by the district for maternity purposes beyond that which is medically necessary shall be without pay or other benefits unless the provisions of the federally-mandated family leave policy apply.

Parental leave

The provisions of this section shall apply only after an eligible employee has used any applicable federally-mandated family leave. Any days taken for family leave will be deducted from the total leave period allowed under this policy.

Parental leave of absence without salary and fringe benefits may be granted to staff members for the purpose of child rearing, child care or adoption in accordance with this policy, unless otherwise provided by contract or a negotiated agreement. Parental leave may be granted for a period of time not to exceed 6 weeks for each employee. The leave need not be taken all at once, but must be taken in increments which coincide with the planning needs of the district.

In determining whether to grant the leave request, the district will consider any special needs of the child, the staffing needs of the district and any other relevant factors. The district will grant parental leave without regard to the sex of the employee.

The request for leave will be made to the district's personnel office. If the parental leave request is refused by the personnel office, the staff member may appeal to the Board of Education.

If the leave period is for an entire school year, notice of intent to return from leave must be given to the personnel office before April 1 preceding the school year the employee wishes to return to work. If the leave is for a period less than an entire school year, notice of intent to return shall be given at least three months prior to the date the employee wishes to return to work. Upon return from parental leave, the employee shall be reinstated on the salary schedule at the column and step he or she was on when granted leave.

As long as 2 weeks' proper notice has been given of the employee's intent to return to work, the district shall reinstate the employee and place him or her on the salary schedule at the appropriate level. A teacher being reinstated shall be placed in a teaching position as nearly identical as possible to the position left at the commencement of the leave. In no event shall a teacher be placed in a position for which he or she is not qualified or licensed.

The employee on parental leave may be permitted to substitute in the school district at the district-approved substitute rate of pay.

Nothing in this policy shall be construed to limit the powers or duties of the Board or administration to make employment decisions for the district including but not limited to nonrenewing a contract of a probationary teacher.

Adopted: March 6, 2019

LEGAL REFS.: 29 U.S.C. 2601 *et seq.* (*Family and Medical Leave Act of 1993*)
42 U.S.C. 2000e-2 (*Title VII of the Civil Rights Act of 1964*)
C.R.S. 19-5-211 (*adoption statute*)
C.R.S. 24-34-402.3 (*discrimination based on pregnancy, childbirth or related conditions*)

CROSS REFS.: AC, Nondiscrimination/Equal Opportunity
GBA, Open Hiring/Equal Employment Opportunity

CONTRACT REF.: JMEA Agreement, Article V, Leave, D, Childcare Leave; L, Maternity Leave; M, Parental Leave

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.

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, 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, child 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 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 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 shall be entitled to take all actions and exercise all options authorized under the FMLA and 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, the mandatory provisions of the FMLA shall control.

Adopted: August 25, 2003

Revised: March 6, 2019

LEGAL REFS.: 29 U.S.C. 2601 *et seq.* (*Family and Medical Leave Act of 1993*)
29 C.F.R. Part 825 (*regulations*)

CROSS REFS.: GBGE, Staff Maternity/Paternity/Parental Leave
GBGG, Staff Sick Leave
GBGK, Staff Legal Leave

Federally-Mandated Family and Medical Leave

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 this 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 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 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 recertification 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 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 next 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.

Approved: August 25, 2003

Revised: March 6, 2019

Staff Military Leave

Annual military leave

An employee who is 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 has been established by the district as the school year. 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 nonprobationary 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.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: March 23, 2009

Revised and recoded: April 3, 2019

LEGAL REFS.: 38 U.S.C. 4301 *et seq.* (*Uniformed Services Employment and Reemployment Rights Act*)
20 C.F.R. Part 1002 (*regulation*)
C.R.S. 28-3-601 *et seq.* (*annual military leave for public employees*)

CONTRACT REF.: JMEA Agreement, Article V, Leave; P, Instructional Staff
Military Leave

Staff Bereavement Leave

Bereavement leave will be provided to all employees in accordance with this policy, unless otherwise provided in accordance with a negotiated agreement.

Five days of paid bereavement leave will be granted to all eligible employees in case of the death of an employee's immediate family member (a person who is related by blood, marriage, civil union, or adoption). Absence necessitated by a death in the employee's family of someone other than a member of the immediate family may be given the same consideration as a death in the immediate family upon recommendation of the employee's immediate supervisor and approval of the superintendent.

Employee absences which extend beyond three days due to a death in the family may be charged to the employee's sick or vacation leave, at the employee's option.

Adopted: April 3, 2019

Revised: December 14, 2020

LEGAL REF.: C.R.S. 2-4-401 (definition of immediate family)

CONTRACT REF.: JMEA Agreement, Article V, Leave; C, Bereavement Leave

Staff Legal Leave

The Board of Education recognizes the important role citizens play in our legal system, including the obligation to serve as jurors under appropriate circumstances and to appear in proceedings pursuant to subpoena or other court order.

All employees of the school district shall be excused for jury duty or when ordered to appear in a proceeding pursuant to subpoena or other court order with no jeopardy to their employment, compensation, annual leave or other leave.

Substitutes, when necessary, for employees shall be obtained in the usual manner and paid by the district.

While state law provides that the district is only responsible for paying employees their regular wages up to \$50 per day for the first three days of jury service, the district believes it should support employees to the full extent of their regular wages while on jury service. Therefore, the district shall pay employees their regular wages for all days of jury service up to twelve days. After that time, an employee may use accrued vacation time for work missed due to jury service.

Pursuant to state law, after the first three days of jury service, the state pays each juror \$50 per day. Because employees will be receiving their regular wages from the district, which in most instances is more than \$50 per day, all employees shall forward such payment from the state to the district as an offset. If an employee's regular wages are less than \$50 per day, the district will supplement the employee's regular wages to bring the daily wage up to \$50. If the employee does not receive a juror payment from the state, then the district will have no obligation to bring the daily wage up to \$50 and the employee may use accrued vacation time for work missed due to jury service.

The district shall not reimburse employees for expenses or mileage related to jury service. The employee may keep any reimbursement for expenses or mileage received from the state and continue to receive the full extent of his or her regular wages while on jury service.

Adopted: March 6, 2019

LEGAL REFS.: C.R.S. 13-71-119
C.R.S. 13-71-126
C.R.S. 13-71-129
C.R.S. 13-71-132 through 13-71-134

CONTRACT REF.: JMEA Agreement, Article V, Leave; F, Jury Duty and
Witness Leave

Staff Victim Leave

Any staff member with accrued paid sick leave may take sick leave for any of the following purposes:

1. to seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by domestic abuse, sexual assault, or harassment;
2. to obtain services from a victim services organization;
3. to obtain mental health or other counseling;
4. to seek relocation due to the domestic abuse, sexual assault, or harassment; or
5. to seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from domestic abuse, sexual assault, or harassment.

For the purpose of using paid sick leave to take victim leave, the term "family member" means a member of the employee's immediate family (a person who is related by blood, marriage, civil union, or adoption), a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor, or a person for whom the employee is responsible for providing or arranging health- or safety-related care. Exceptions may be made by the superintendent.

When applying accrued paid sick leave to take victim leave, the following crimes/actions are as defined in state law:

1. domestic abuse
2. harassment
3. sexual assault

Staff victim leave taken by using accrued paid sick leave will follow the provisions outlined in the Board's staff sick leave policy.

Any staff member who is the victim of certain crimes/actions (listed below) during the course of employment may request and will be granted up to three working days of leave with pay during any 12-month period, with the 12 months beginning the day of the request, for an event that has occurred within the prior 24 months, for any of the following purposes:

1. to seek a civil restraining order to prevent domestic abuse as it is defined in state law
2. to obtain medical care or mental health counseling or both for the employee or the employee's children to address related physical or psychological injuries
3. to make the employee's home secure from the perpetrator or to seek new housing to escape from the perpetrator

4. to seek legal assistance to address related issues and attend and prepare for court-related proceedings

Except in cases of imminent danger to the health or safety of the employee, an employee seeking victim leave must provide as much advance notice to the district as possible, as well as appropriate documentation requested by the Director of Human Resources.

The employee does not need to exhaust other applicable leave prior to being granted this type of leave.

All information related to the employee's leave must be kept confidential and copies of any related documents retained by the district must be marked confidential and stored in a secure location separate from routine personnel documents. This leave applies to the following crimes/actions as defined in state law:

1. domestic abuse
2. stalking
3. sexual assault
4. any other crime where a court finds that the underlying factual basis includes an act of domestic violence

Adopted: March 6, 2019

Revised: December 14, 2020

LEGAL REFS.: C.R.S. 2-4-201 (definition of immediate family)
C.R.S. 8-13.3-401 et seq. (Healthy Families and Workplace Act)
C.R.S. 24-34-402.7 (*unlawful action against employees seeking protection*)

Criminal History Record Information

The Board is committed to ensuring the protection of the Criminal Justice Information (CJI) and its subset of Criminal History Record Information (CHRI) until the information is purged or destroyed in accordance with applicable record retention rules.

Accordingly, this policy applies to any electronic or physical media containing Federal Bureau of Investigation (FBI) or Colorado Bureau of Investigation (CBI) CJI while being stored, accessed, or physically moved from a secure location within the district. This policy also applies to any authorized person who accesses, stores, and/or transports electronic or physical media containing criminal history record information.

Criminal Justice Information (CJI) and Criminal History Record Information (CHRI)

CJI refers to all of the FBI Criminal Justice Information Services (CJIS) provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

CHRI means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, and release. The term does not include identification information such as fingerprint records if such information does not indicate the individual's involvement with the criminal justice system. CHRI is a subset of CJI and for the purposes of this document is considered interchangeable. Due to its comparatively sensitive nature, additional controls are required for the access, use, and dissemination of CHRI.

Proper access, use, and dissemination of CHRI

CHRI must only be used for an authorized purpose consistent with the purpose for which it was accessed or requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities. Dissemination to another agency is authorized if (a) the other agency is an Authorized Recipient of such information and is being serviced by the accessing agency, or (b) the other agency is performing noncriminal justice administrative functions on behalf of the authorized recipient and the outsourcing of said functions has been approved by Colorado Bureau of Investigation (CBI) officials with applicable agreements in place.

Personnel security screening

Access to CJI and/or CHRI is restricted to authorized personnel. Authorized personnel is defined as an individual, or group of individuals, who have completed security awareness training and have been granted access to CJI data.

Security awareness training

Basic security awareness training is required within six months of initial assignment, and biennially thereafter, for all personnel with access to said confidential information.

Physical security

All CJI and CHRI information must be securely stored. The district will maintain a current list of authorized personnel. Authorized personnel will take necessary steps to prevent and protect the district from physical, logical, and electronic breaches.

Media protection

Controls must be in place to protect electronic and physical media containing CJI while at rest, stored, or actively being accessed. Electronic media includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card. Physical media includes printed documents and imagery that contain CJI.

The district must securely store electronic and physical media within physically secure locations. The district restricts access to electronic and physical media to authorized individuals. If physical and personnel restrictions are not feasible then the data must be encrypted. When no longer usable, information and related processing items must be properly disposed of to ensure confidentiality.

Media sanitization and disposal

When no longer usable, hard drives, diskettes, tape cartridges, CDs, ribbons, hard copies, print-outs, and other similar items used to process, store, and/or transmit FBI or CBI CJI must be properly disposed of in accordance with measures established by the district.

Physical media (print-outs and other physical media) must be disposed of by one of the following methods:

1. shredding using district-issued shredders; or
2. placed in locked shredding bins for a private contractor to come on-site and shred, witnessed by district personnel throughout the entire process.

Electronic media (hard-drives, tape cartridge, CDs, printer ribbons, flash drives, printer and copier hard-drives, etc.) must be disposed of by one of the following methods:

1. Overwriting (at least 3 times) - an effective method of clearing data from magnetic media. As the name implies, overwriting uses a program to write (1s, 0s, or a combination of both) onto the location of the media where the file to be sanitized is located.
2. Degaussing - a method to magnetically erase data from magnetic media. Two types of degaussing exist: strong magnets and electric degausses. Note that common magnets (e.g., those used to hang a picture on a wall) are fairly weak and cannot effectively degauss magnetic media.
3. Destruction – a method of destroying magnetic media. As the name implies, destruction of magnetic media is to physically dismantle by methods of crushing, disassembling, etc., ensuring that the platters have been physically destroyed so that no data can be pulled.

IT systems that have been used to process, store, or transmit FBI or CBI CJI and/or sensitive and classified information must not be released from the district's control until the equipment has been sanitized and all stored information has been cleared using one of the above methods.

Account management

The district must manage information system accounts, including establishing, activating, modifying, reviewing, disabling, and removing accounts. The district must validate information systems accounts at least annually and must document the validation process.

All accounts must be reviewed at least annually by the designated CJIS point of contact or their designee to ensure that access and account privileges commensurate with job

functions, need-to-know, and employment status on systems that contain CJ. The CJIS point of contact may also conduct periodic reviews.

Reporting information security events

The district must promptly report incident information to appropriate authorities to include the CBI's Information Security Officer (ISO). Information security events and weaknesses associated with information systems must be communicated in a manner allowing timely corrective action to be taken. Formal event reporting and escalation procedures must be in place. Wherever feasible, the district must employ automated mechanisms to assist in the reporting of security incidents.

All employees, contractors, and third party users must be made aware of the procedures for reporting the different types of event and weakness that might have an impact on the security of district assets and are required to report any information security events and weaknesses as quickly as possible to the designated point of contact.

Policy violation/misuse notification

Violation of this policy or misuse of CHRI by any personnel can result in significant disciplinary action, up to and including loss of access privileges, civil and criminal prosecution, and/or termination.

Likewise, violation of this policy or misuse of CHRI by any visitor can result in similar disciplinary action against the sponsoring employee, and can also result in termination of services with any associated consulting organization or prosecution in the case of criminal activity.

Adopted: November 18, 2020

LEGAL REFS.: P.L. 92-544 (*authorizes the FBI to exchange CHRI with officials of state and local governmental agencies for licensing and employment purposes*)
28 C.F.R. 20.33 (b) (*limited dissemination of criminal history record information*)
28 C.F.R. 50.12 (b) (*notification requirements regarding fingerprints*)
C.R.S. 22-2-119.3 (6)(d) (*name-based criminal history record check – definition*)
C.R.S. 22-32-109.8 (*non-licensed personnel – submittal of fingerprints and name-based criminal history record check*)

C.R.S. 22-32-109.9 (*licensed personnel – submittal of fingerprints and name-based criminal history record check*)

C.R.S. 24-72-302 (*definition of criminal justice information*)

CROSS REFS.: GBEB, Staff Conduct (and Responsibilities)

GCE/GCF, Professional Staff Recruiting/Hiring

GDE/GDF, Support Staff Recruiting/Hiring

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 or electronically. 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 employees' home addresses and telephone numbers shall not be released for general public or commercial use.
7. District employees' medical records shall be kept in separate files and shall be kept confidential in accordance with applicable law and policy.

Adopted: January 26, 1987

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 22-9-109 (*licensed personnel evaluations – exemption from public inspection*)
C.R.S. 22-32-109.1 (9) (*immunity provisions in safe schools law*)
C.R.S. 24-19-108 (1)(c) (*exceptions to public records*)
C.R.S. 24-72-201 *et seq.* (*Colorado Open Records Act*)

CROSS REFS.: CBB, Recruitment of Superintendent
GCE/GCF, Professional Staff Recruiting/Hiring
KDB, Public's Right to Know/Freedom of Information

Disclosure of Information to Prospective Employers

Teachers

Pursuant to state law, the school district may disclose to a requesting school district or school the reason or reasons why a teacher left employment. The school district shall, upon request, disclose to another school district or school, the reasons for a 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.

Adopted: August 27, 2001

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 8-2-114 (2), (3) and (5)
C.R.S. 22-63-202

CROSS REFS.: GCE/GCF, Professional Staff Recruiting/Hiring
GDE/GDF, Support Staff Recruiting/Hiring

Staff Concerns/Complaints/Grievances

It is the Board'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 material violation of Board of Education policies or administrative regulations that apply to all employees. A complaint concerning unlawful discrimination and/or harassment may be filed in accordance with the district's applicable procedures.

The process designated for the resolution of "grievances" in agreements between the Board 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 Board 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 district 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 Colorado law.

Adopted: January 26, 1987
Reviewed: October 12, 1998
Revised: August 11, 2006
Revised: April 3, 2019
Revised: June 2, 2021

CROSS REFS.: AC, Nondiscrimination/Equal Opportunity
AC-R, Nondiscrimination/Equal Opportunity (Complaint and Compliance Process) – Regulation
GBA, Open Hiring/Equal Employment Opportunity
GBAA, Sexual Harassment

CONTRACT REF.: JMEA Agreement, Article VI, I, Grievance

Teacher Concerns/Complaints/Grievances

Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from, time to time, in an atmosphere of courtesy and cooperation.

For civil rights grievances, refer to Board Policy AC-R.

Definitions

A "grievant" shall mean a teacher or group of teachers employed on at least a half-time basis by Weld County School District RE-5J, who or which has filed a grievance.

A "grievance" shall mean a complaint by a teacher or group of teachers employed on at least a half-time basis by Weld County School District RE-5J that there has been a violation or a misinterpretation of provisions of contract, *Master Agreement*, or written policies of the Board of Education which directly affects such teacher/group of teachers, or a condition which jeopardizes a teacher's health or safety, except that the term "grievance" shall not apply to any matter to which (1) the method of review is prescribed by law; or (2) the Board of Education is without authority to act. Without otherwise limiting or expanding the above definition, employment decisions are specifically excluded from those matters that may be the subject of a grievance.

A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve a grievance. In the event a question exists as to any possible party in interest, the person conducting the grievance hearing at a given level shall make the determination.

"Days" when used in the grievance procedure shall mean teacher contract days.

General Provisions

- A. This grievance procedure shall be the sole, initial remedy of any teacher for any matter which is grievable hereunder. This procedure does not in any manner deny the grievant the right to legal recourse at anytime.
- B. No grievance shall be recognized by the principal, Director of Human Resources, superintendent or Board of Education, unless it was filed as per Level 1.0 of this procedure within ten (10) days after knowledge or notice of the violation, misinterpretation or condition on which the grievance is based. If not so filed, the grievance shall be deemed waived.
- C. A grievance shall be deemed filed on the date it is discussed, at the teacher's request, with the grievant's principal, whether or not the grievance is filed in writing.
- D. Failure to communicate the decision in writing where such is required by this procedure, on a grievance within the specified time limits, shall permit the

grievant to proceed to the next step. Failure of the grievant at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step and a waiver of the grievance.

- E. Grievances arising, but not filed, during the last five (5) days of any school year may be filed by the fifteenth (15th) contracted day of the following school year. Grievances not settled by the last day of any school year shall be continued by the fifteenth (15th) contracted day of the following school year.
- F. Time limits specified herein may be waived or reasonably modified by mutual agreement of the grievant or party in interest and the superintendent, if deemed necessary, for reasons of fairness or convenience of school officials.
- G. All hearings shall be conducted informally and shall not be subject to any formal restrictions of evidence or procedure, except those established by the person conducting the hearing for purposes of expediting the hearing and conducting the hearing in an orderly manner.
- H. The district agrees to make available to any aggrieved person all pertinent information when requested, except that which is privileged under state or federal law. The district's usual cost for copying shall apply and shall be paid by the grievant.
- I. Evidence used by the grievant, all parties in interest, or principal shall be duplicated so as to provide all involved parties with a copy of the evidence. Each party shall keep his or her own copies of all evidence presented.
- J. If, in the judgment of the person(s) conducting the hearing, the investigation or processing of the grievance requires that the teacher be absent from his or her regular assignment, such individual shall be released from his or her regular assignment for that required period of time without any reduction of pay or benefits.
- K. A grievant may be represented by a member or officer of the association or by a person of his or her own choosing beginning at Level 1.0, and at any level thereafter.

Operational procedure

Level 1:

- 1.0 A grievant with a grievance shall first discuss it with his or her principal and the Director of Human Resources, with the objective of resolving the matter informally and determining all parties in interest.
- 1.1 If the grievant is not satisfied with the disposition, if any, of his or her grievance as per 1.0, he or she may file a written grievance with his or her principal and the Director of Human Resources within five (5) days after initially filing it as per 1.0. This written grievance shall:

1. specify the date of knowledge or notice of the violation, misinterpretation or condition;
2. specify the date of the Level 1.0 conference;
3. name all parties in interest known to the grievant;
4. describe the nature of the grievance in reasonable detail; and
5. clearly state the relief sought.

The principal shall provide the grievant and parties in interest with a written answer to the grievance within five (5) days after the presentation of the written grievance.

Level 2:

- 2.1 If the grievant is not satisfied by the disposition of the grievance at Level 1, or if no decision has been rendered within five (5) days after hearing the written grievance, then the grievance may be referred to the superintendent. The grievance must be filed with the superintendent in writing within five (5) days of the Level 1.1 disposition. The superintendent shall have five (5) days to arrange for and hold a hearing with the grievant and all parties in interest. The grievant and all parties in interest shall be given seventy-two (72) hours notice of said hearing, and shall have the right to present witnesses and exhibits to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent shall have five (5) days to provide his or her written decision to the grievant and all parties in interest.
- 2.2 The Level 2.1 hearing shall be tape recorded, and such tape recording shall be preserved by the superintendent and the JMEA president until final resolution of the grievance.

Level 3:

- 3.1 If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within five (5) days after the hearing with the superintendent, he or she may appeal to the Board of Education within five (5) days of the Level 2 disposition by notifying the superintendent or may notify the JMEA president that he or she wishes to appeal to a panel of judges within five (5) days of the Level 2 disposition. The association shall notify the superintendent within fifteen (15) working days, after receipt of the grievant's request of its intent to move the grievance to a panel of judges.

The panel of judges shall consist of one JMEA member selected by the association, one district administrator selected by administration (if any JMEA member or district administrator is a party in interest to the grievance, he or she shall not serve as an appointee to the panel of judges), and one arbitrator who is mutually agreed upon by the other two parties. In the event the parties are unable to agree upon an arbitrator, the first option shall be to submit a written request to the American Arbitration Association (AAA) for a list of five (5) arbitrators. If AAA is not available, another mutually agreed upon organization will be selected. Upon receipt of the list from AAA or other mutually agreeable organization, both parties shall meet within ten (10) days to begin the striking process. The arbitrator shall be selected by striking

names alternately from the list until one name remains. The JMEA shall strike first. The arbitrator shall serve as chairperson of the panel of judges. The cost of the arbitrator shall be shared equally between the district and the JMEA.

3.2 Within thirty (30) days or upon mutual agreement to extend this timeline, after such written notice of appeal is presented to the Board of Education or a panel of judges is selected, the Board or the panel of judges shall hear the appeal. Unilateral communication outside of the hearings concerning the issues is prohibited.

3.2.a Appeal before the Board: Each party in interest shall be given seventy-two (72) hours' notice of such a meeting, and shall have the right to be present at such meeting and/or given an oral presentation to the Board and present all evidence as defined in policy/regulation GBK and GBK-R. The proceeding shall be held in executive session. At this hearing, the Board shall also listen to the tape of the Level 2 hearing.

Within five (5) days after the appeal hearing, the Board of Education shall make a written decision regarding the grievance, and shall submit this resolution to the grievant, all parties in interest, the superintendent and the principal of the grievant.

The decision shall be determined by majority vote of a quorum of the Board of Education, and shall be binding on the grievant and all parties in interest, the superintendent and the principal of the grievant. A written majority decision shall be given by the Board and a minority opinion may not be given.

3.2.b. Appeal before a panel of judges: Each party in interest shall be given five (5) days' notice of such a meeting to prepare for the meeting, and shall have the right to be present at such meeting and/or give an oral presentation to the panel of judges and present all evidence. The panel of judges may also listen to the tape of the Level 2 hearing. All hearings held by the panel of judges shall be in closed session.

Within thirty (30) days after the appeal hearing, the panel of judges shall make a written decision regarding the grievance based on its findings and recommendations, and shall submit this resolution to the grievant, all parties in interest, the superintendent, the JMEA president, the principal of the grievance, and the Board of Education.

The decision shall be determined by majority vote of a quorum of the panel of judges. A written majority decision shall be given by the panel of judges to the Board of Education and the JMEA, and a minority opinion may not be given.

Level 4:

4.1.1 If the association acting on behalf of the grievant is not satisfied with the disposition of the grievance at Level 3 by the panel of judges, the

association acting on behalf of the grievant may appeal to the Board of Education within five (5) days following the receipt of the panel of judges Level 3 disposition.

- 4.1.2 Within thirty (30) days after such written notice of appeal is presented to the Board of Education, the Board shall, at a regular or special meeting, hear the appeal. Each party in interest shall be given seventy-two (72) hours notice of such a meeting, and shall have the right to be present at such meeting and/or given an oral presentation to the Board and present all evidence. The proceeding shall be held in executive session. At this hearing, the Board shall also listen to the tape of the Level 2 and Level 3 hearings.
- 4.2 Within five (5) days after the appeal hearing, the Board of Education shall make a written decision regarding the grievance, and shall submit this resolution to the grievant, all parties in interest, the panel of judges, the superintendent and the principal of the grievant.
- 4.3 The decision shall be determined by majority vote of a quorum of the Board of Education, and shall be final and binding on the grievant and all parties in interest, the panel of judges, superintendent and principal of the grievant. A written majority decision shall be given by the Board and a minority opinion may not be given.

Approved: March 25, 1991
Reviewed: October 12, 1998
Revised: August 11, 2006
Revised: April 3, 2019
Revised: August 7, 2019

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 a valid 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 who has not completed three consecutive years of demonstrated effectiveness or a nonprobationary teacher who has had two consecutive years of ineffective or partially effective performance ratings, as defined by applicable rules of the State Board of Education.
4. Substitute teacher. A teacher who normally 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 nonprobationary 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 nonprobationary 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.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: September 13, 1999

Revised: March 6, 2019

LEGAL REFS.: 20 U.S.C. 6312 (c)(6) (*teacher licensure requirements under Every Student Succeeds Act*)
C.R.S. 22-32-109 (1)(f) (*board duty to employ personnel*)
C.R.S. 22-32-109.7 (*specific board duties regarding personnel*)
C.R.S. 22-60.5-111 (*types of authorizations, including military spouse interim authorization*)
C.R.S. 22-60.5-201 (*types of teacher licenses*)
C.R.S. 22-60.5-201 (3)(b) (*licensure reciprocity for out-of- state*)

applicants)

C.R.S. 22-60.5-207 (alternative teacher contracts)

C.R.S. 22-63-103 (definitions in Teacher Employment, Compensation, and Dismissal Act of 1990)

C.R.S. 22-63-201 (2) (hiring of person who holds an alternative teacher license)

1 CCR 301-87 (State Board of Education rules for administration of a system to evaluate the effectiveness of licensed personnel)

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.

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

Adopted: January 26, 1987

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: 20 U.S.C. 6312 (c)(6) (*teacher licensure requirements under Every Student Succeeds Act*)
C.R.S. 22-32-110 (1)(h) (*Board power to terminate employment*)
C.R.S. 22-60.5-101 *et seq.* (*teacher licensure law*)
C.R.S. 22-63-101 *et seq.* (*teacher employment law*)

Instructional Staff Contracts/Compensation/Salary Schedules

The Board annually shall adopt salary schedules for its regular teaching personnel and shall place each teacher in the school district on the salary schedule at least commensurate with, but not limited to, education, prior experience and experience in the district. The schedule adopted by the Board 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 and discussed in policy DBK, salaries may be reduced 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.

Salary increments shall be conditioned upon evidence of the continued professional growth of the teacher. Within the framework of state statutes, employees who do not comply with the requirements of the Board and state may not be granted salary increases or may not be retained on the staff.

Placement on the salary schedule shall be in accordance with requirements developed by the administration and approved by the Board.

The district shall comply with statutory provisions regarding salary schedules.

schedules. Adopted: January 6, 1987

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 22-32-110 (5) (*agreement with employee group cannot exceed one year term, unless subject to reopener on salaries and benefits*)

C.R.S. 22-44-115.5 (2) (*reductions in salary or alteration of work year due to fiscal emergency*)

C.R.S. 22--60.5-110 (*renewal of teacher license*)

C.R.S. 22-63-401 through 403 (*teacher compensation laws*)

C.R.S. 22-69-101 *et seq.* (*grant program for alternative teacher compensation plans*)

CROSS REFS.: DBK, Fiscal Emergencies

GCQA, Instructional Staff Reduction in Force

CONTRACT REF.: JMEA Agreement, Article X, Compensation; Article XI, Certified Salary Schedule

Weld County Re-5J School District

Request for Prior Approval of Coursework

I am requesting that the following course(s) be approved as additional degree/hours toward horizontal movement on the Certified Salary Schedule. Supporting materials, including course descriptions, degree programs, workshop brochures, etc., are attached to support my request for additional degree/hours toward horizontal movement on the certified salary schedule.

Employee Name: _____

Employee Signature: _____ Date: _____

Course Name or Professional Development Activity	Semester Hours		College or University /Other

The following courses are approved:

The following courses(s) are not approved:

Superintendent or Designee Signature

Date

Instructional Staff Contracts/Compensation/Salary Schedules

Placement and vertical movement on the salary schedule

Year for year credit, as limited by education and years on the salary schedule, will be granted for placement on the certified salary schedule, if that prior experience meets the following criteria:

1. To receive experience credit, a teacher must have gained that credit in a public/private school system while holding a valid teaching license.
2. Placement on the certified salary schedule, in accordance with education and years of service, will be at the cell that reflects the actual years of service and education or indicates a minimum raise above the applicant's current contracted salary (whichever is less).

Vertical movement on the certified salary schedule will involve the movement of one vertical step each year of verified teaching experience, provided there is an additional step on the salary schedule. At no time will an individual be allowed to progress more than one vertical step per contract year.

Horizontal advancement on the salary schedule

Each employee shall receive, based upon the appropriate hourly credit (expressed in semester credit hours), one column of horizontal advancement on the certified salary schedule for each 30 credit hours earned above the bachelor's degree up to and including the bachelor's degree plus 30 hours, and for each 30 credit hours earned above the master's degree, up to and including masters plus 60 or EdD/PhD.

All credit hours earned for coursework shall be expressed in semester credit hours which is equivalent to 15 contact hours per semester credit hour.

Horizontal advancement on the certified salary schedule is limited to one column per contract year with the exception of the contract year when an individual earns a master's degree or EdD/PhD. (Master's degree programs require a minimum of 30 semester credit hours beyond the baccalaureate degree.) Credit hours earned prior to the master's degree will not transfer beyond the master's degree column.

Credit hours shall be applied to the certified salary schedule which meet the following criteria:

1. Credit verified via certificate of completion with at least 50% credits granted and verified by a transcript from an accredited institution of higher education
 - a) Coursework must be related to district vision, goals, curriculum, and current or potential staff assignment of the staff member
 - b) Coursework must meet CDE Professional Licensure Quality Standards
 - c) Credit must be obtained outside the regular contract day
 - d) Courses, conferences, or workshops paid for by district funds do not qualify for advancement

- e) Courses must be completed within one year of approval unless they are apart of an approved degree program
- 2. Credit hours from approved Weld RE-5J School District sponsored courses that meet district instructional vision or goals

All courses must be submitted for prior approval unless listed on the Weld RE-5J approved course list. Timelines and forms for submitting credits for horizontal advancement

In order to qualify for horizontal advancement on the salary schedule to the next salary column, the Intention to Change Columns Form must be submitted to the district on or before February 1 of the current contract year for horizontal advancement on the salary schedule of the next contract year. The district will notify staff by email two weeks prior to the February 1 deadline.

Credit for courses taken through the summer semester will be considered for salary changes effective for the August 25th payroll date and courses taken through the fall semester will be considered for salary changes effective for the February 25th payroll date. Horizontal salary advancement will only become effective in the new contract year following the Intent to Change Columns Form submission. All credits to be counted for horizontal advancement on the salary schedule must be listed on the Course Approval Request Form, which includes the course description as well as identified CDE Professional Quality Standard(s) relevant to district goals, curriculum, and current or potential staff assignment of the instructional staff member.

It is the responsibility of the staff member to select coursework relevant to district instructional goals, curriculum, and current or potential staff assignment as well as CDE professional Quality Standards. The Superintendent or designee shall review the request for advancement. If coursework is completed and does not meet the criteria, it will not be approved for horizontal advancement on the salary schedule.

Following the completion of approved coursework, all courses must be listed on the *Course Approval Request Form* and official transcripts or certificates of completion must be submitted by August 12 to be counted for horizontal advancement on the salary schedule as of the August 25 payroll date of the new contract year or February 12 to be counted for horizontal advancement on the salary schedule as of the February 25 payroll date depending on the information completed on the *Intent to Change Columns Form*. Late submissions of the Intent to Change Columns form, *Course Approval Request Form* and official transcripts or certificates of completion will not be accepted.

Contracts will not be adjusted until official transcripts are received by August 12 or February 12 showing completion of credit necessary for horizontal advancement on the salary schedule or until the employee notifies the district in writing that he/she will not be changing columns for that school year. In the event there is a delay by the accredited university, the staff member may present an acceptable document verifying completion until an official transcript is available.

Approved: January 6, 1987
Reviewed: October 12, 1998
Revised: September 22, 2010

Revised: October 13, 2010
Revised: June 6, 2018
Revised: March 6, 2019
Revised: May 5, 2021
Revised: June 2, 2021
Revised: July 19, 2023

CONTRACT REF.: JMEA Agreement, Article XI, Certified Salary Schedule

Professional Staff Supplementary Pay Plans/Overtime

Teachers who are regularly assigned to duties which require extra time or responsibilities over and above their contractual obligations shall receive extra compensation in accordance with a supplementary salary schedule set annually by agreement between the Board 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 to be appointed to extra compensation positions shall be recommended by the superintendent and approved by the Board. Appointees shall be issued a contract for the terms of the extra employment, stating their particular assignment, its duration and the compensation to be paid.

Adopted: January 26, 1987

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REF.: C.R.S. 22-63-206 (3) (*additional compensation*)

CONTRACT REF.: JMEA Agreement, Article XII, Extra Duty Salary Schedule

Professional Staff Fringe Benefits

Benefits in addition to basic salary are recognized by the Board 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.

Full-time licensed employees not covered by a negotiated agreement shall be extended fringe benefits at least equal to that of other professional employees.

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.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: P.L. 111-148 (*Patient Protection and Affordable Care Act*)
C.R.S. 8-40-101 *et seq.* through 8-47-101 *et seq.*
(*Workers' Compensation Act of Colorado*)
C.R.S. 22-32-110 (1)(j) (*board power to procure group life, health or accident insurance*)
C.R.S. 24-51-101 *et seq.* (*Public Employees' Retirement Association*)

CROSS REF.: GBGD, Workers' Compensation

CONTRACT REF.: JMEA Agreement, Article VII, Benefits

Professional Staff Recruiting/Hiring

Recruiting

The Board desires the superintendent to develop and maintain a recruitment program designed to attract and hold the best possible professional personnel 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 will extend to a wide variety of educational institutions and geographical areas. It will take into consideration the diverse characteristics of the school system and the need for staff members of various backgrounds.

Recruitment procedures will 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 they are licensed and/or meet other stated requirements.

Background checks

Prior to hiring any person, in accordance with state law the district must conduct background checks with the Colorado Department of Education and previous employers regarding the applicant's fitness for employment. In all cases where credit information or reports are used in the hiring process, the district must comply with the Fair Credit Reporting Act and applicable state law.

Hiring

Discrimination in the hiring process on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, religion, ancestry, genetic information, age, marital status, or conditions related to pregnancy or childbirth is prohibited

All candidates will be considered on the basis of their merits, qualifications, and the needs of the school district.

All interviewing and selection procedures will 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 will be made only by the superintendent.

Appointment of candidates

Nominations will be made at meetings of the Board of Education. The vote of a majority of the Board is 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 must 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.

(Adoption date: 04/20/2022)

LEGAL REFS.: 15 U.S.C. 1681 *et seq.* (*Fair Credit Reporting Act*)
20 U.S.C. 6312 (c)(6) (*teacher licensure requirements under Every Student Succeeds Act*)
42 U.S.C. 653 (a) (*Personal Responsibility and Work Opportunity Reconciliation Act*)
28 C.F.R. 50.12 (b) (*notification requirements regarding fingerprints*)
C.R.S. 2-4-401 (3.4) (*definition of gender expression*)
C.R.S. 2-4-401 (3.5) (*definition of gender identity*)
C.R.S. 2-4-401 (13.5) (*definition of sexual orientation*)
C.R.S. 8-2-126 (*limits employers' use of consumer credit information*)
C.R.S. 13-80-103.9 (*liability for failure to perform an education employment required background check*)
C.R.S. 14-14-111.5 (*Child Support Enforcement procedures*)
C.R.S. 22-2-119 (*inquiries prior to hiring*)
C.R.S. 22-2-119.3 (6)(d) (*name-based criminal history record check – definition*)
C.R.S. 22-32-109 (1)(f) (*Board duty to employ personnel*)
C.R.S. 22-32-109 (1)(pp) (*annual employee notification requirement regarding federal student loan repayment programs and student loan forgiveness programs*)
C.R.S. 22-32-109.7 (*duty to make inquiries prior to hiring*)
C.R.S. 22-32-109.8 (*non-licensed personnel – submittal of fingerprints and name-based criminal history record check*)
C.R.S. 22-32-126 (*principal's role in hiring and assignment*)
C.R.S. 22-60.5-114 (3) (*State Board can waive some requirements for initial license applicants upon request of school district*)
C.R.S. 22-60.5-201 (*types of teacher licenses issued*)

C.R.S. 22-61-101 (*prohibiting discrimination*)
C.R.S. 22-61-103 (*requirement for teacher's oath or written pledge*)
C.R.S. 22-63-201 (*licensure required*)
C.R.S. 22-63-202 (*employment contracts and mutual consent placement*)
C.R.S. 22-63-206 (*transfers*)
C.R.S. 24-5-101 (*effect of criminal conviction on employment*)
C.R.S. 24-34-301 (3.3) (*definition of gender expression*)
C.R.S. 24-34-301 (3.5) (*definition of gender identity*)
C.R.S. 24-34-301 (7) (*definition of sexual orientation*)
C.R.S. 24-34-402 (1) (*discriminatory and unfair employment practices*)
C.R.S. 24-34-402.3 (*discrimination based on pregnancy, childbirth or related conditions; notice of right to be free from such discrimination must be posted "in a conspicuous place" accessible to employees*)
C.R.S. 24-72-202 (4.5) (*definition of personnel file in open records law*)

CROSS REFS.: GBA, Open Hiring/Equal Employment Opportunity
GCKAA*, Teacher Displacement

Professional Staff Recruiting/Hiring

Applications of all regular professional 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 Human Resources Department.

2. Applications

All applications will be submitted to the Human Resources Department.

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

All applicants will complete an application form.

3. Initial screening and interview

The Human Resources Department or hiring manager 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 an applicant meets applicable licensure requirements under state and federal law.
- b. Determine the suitability of an applicant for a specific position.
- c. Determine those applicants who are most qualified for the position.
- d. Ensure eligible applicants from the district's priority hiring pool, if applicable, receive first opportunity to interview, as required by law.
- e. Discuss with an 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 Human Resources Department must:

- 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 must indicate if the applicant has been convicted of, pled *nolo contendere* to, received a deferred sentence, or had their license or authorization denied, annulled, suspended or revoked for a felony or misdemeanor crimes involving unlawful sexual behavior, unlawful behavior involving children, or domestic violence. The department must

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 must ~~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 must 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. Fingerprinting non-licensed administrators

- a. All non-licensed applicants selected for employment in an administrative position must submit a complete set of fingerprints taken by a qualified law enforcement agency, an authorized district or BOCES employee, or any third party approved by the Colorado Bureau of Investigation.
- b. Non-licensed applicants selected for employment must also submit a completed form, as required by state law, to certify, under penalty of perjury, either that they have never been convicted of a felony or misdemeanor charge, not including any misdemeanor traffic offense, or that they have 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.
- c. 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. When the results of the fingerprint-based criminal history record check reveal a record of arrest without a disposition, the district must require the employee to submit to a name-based criminal history record check. Criminal history record information must be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities.
- d. Although an applicant may be conditionally employed prior to receiving the results, they may be terminated if the results are inconsistent with the information provided on the form. 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:

- (1) felony child abuse, as described in C.R.S. 18-6-401;
- (2) a crime of violence, as defined in C.R.S. 18-1.3-406 (2);
- (3) a felony involving unlawful sexual behavior, as defined in C.R.S. 16-22-102 (9);
- (4) felony domestic violence, as defined in C.R.S. 18-6-800.3;
- (5) a felony drug offense, as described in C.R.S. 18-18-401 *et seq.*, committed on or after August 25, 2012;
- (6) felony indecent exposure, as described in C.R.S. 18-7-302;
- (7) attempt, solicitation, or conspiracy to commit any of the offenses described in items 1-6; or
- (8) an offense committed outside of this state, which if committed in this state would constitute an offense described in items 1-7.

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

- e. The school district will charge the applicant a nonrefundable fee of \$10 to cover the direct and indirect costs of fingerprint processing. The applicant may pay the fee over a period of 60 days after employment. The fee will be credited to the fingerprint processing account.

6. Credit reports

The Human Resources Department 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 Human Resources Department 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 Human Resources Department 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.;
- c. a notice of the individual's right to dispute the information in the report.

7. 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.

8. Selection

In the selection of *secondary teachers*, the principal and department chairperson 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 and Director of Human Resources, 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 Director of Human Resources. 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 Director of Human Resources.

If the chairperson, director of athletics, head coach, Director of Human Resources 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.

9. Contract or job offer

Only the Human Resources Department is authorized to offer new or supplemental pay contracts and/or jobs to current employees or applicants.

10. Information report to state

In accordance with federal and state law, the Human Resources Department will report the name, address and social security number of every new employee to the 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, must 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 must remit the designated payment within seven 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.

Approved: September 25, 2000

Revised: March 6, 2019

Revised: November 18, 2020

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

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

Substitute teachers shall be paid at a rate established by the Board. 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.

The Board directs the administration to 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.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: P.L. 111-148 (*Patient Protection and Affordable Care Act*)
C.R.S. 22-9-106 (1)(b) (*licensed personnel evaluation system*)
C.R.S. 22-32-109.7 (*duty to make inquiries prior to hiring*)
C.R.S. 22-32-109.8 (*fingerprinting requirements for
non- licensed positions*)
C.R.S. 22-60.5-111 (*types of authorizations*)
C.R.S. 22-63-103 (6), (10) (*definition of part-time
teacher, definition of substitute teacher*)
1 CCR 301-37, Rules 2260.5-R-4.05 through 4.09
(*substitute authorizations*)

CROSS REFS.: GCBD, Professional Staff Fringe Benefits
GCE/GCF, Professional Staff
Recruiting/Hiring GCO, Evaluation of
Licensed Personnel GDE/GDF, Support Staff
Recruiting/Hiring

Mentorship/Induction program

The Weld County School District RE-5J will put into effect an induction program that includes a mentorship component. Teachers new to the district with a provisional license will be assigned a mentor. Teachers new to the district with a professional license may ask for a mentor. The assignment of a mentor will be based upon the following criteria, in order:

1. A teacher at the same grade level or teaching in the same subject areas.
2. A teacher within the same building.
3. A teacher within the district.

The program would officially take one year to complete. The mentor must complete the induction book working with the new teacher. A minimum of 20 hours must be completed during the school year. A maximum of five hours could be performed within the regular work day with the remaining hours being performed outside of the time teachers are assigned to students.

At the end of the school year, both the mentor and the new teacher must complete the evaluation and time log, which then will be turned into the building principal for approval. Upon approval, the mentor for a professionally licensed teacher would be compensated \$200.00 with the June payroll. Mentors working with professionally licensed teachers will be paid at the prevailing sub rate at no more than one sub day with the June payroll.

Adopted: April 10, 1995

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 22-60.5-102 (12), (13), (14), (15)
1 CCR 301-37, Rules 2260.5-R-13.00 and 2260.5-R-14.00

CROSS REF.: GCHC, Professional Staff Induction Program

CONTRACT REF.: JMEA Agreement, Article X, F, Mentorship/Induction Program

Professional Staff Induction Program

In accordance with law and in conjunction with the University of Northern Colorado, the district shall provide an induction program for the continuing professional development of teachers, specialized service professionals, principals and administrators with initial 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 Board of Education policies and regulations, local district goals, the district's academic 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 an initial license.

The district delivering the induction program 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 building principal shall make a recommendation to the superintendent 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 an inductee 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.

District personnel shall establish a process to evaluate the district's induction program so that it fits within the comprehensive district-wide professional growth plan for district personnel.

Adopted: April 10, 1995

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 22-60.5-102 (7) (*definition of "approved induction program"*)
C.R.S. 22-60.5-114 (2) (*waiver of induction program requirement*)
C.R.S. 22-60.5-201 (1)(c)(I)(B) (*teacher license through approved induction program*)
C.R.S. 22-60.5-204 (*teachers*)
C.R.S. 22-60.5-210 (1)(b)(I)(B) (*professional special services license*)
C.R.S. 22-60.5-213 (*special services providers*)
C.R.S. 22-60.5-301 (1)(b)(I)(C); (*principal license through approved induction program*)
C.R.S. 22-60.5-304 (*principals*)
C.R.S. 22-60.5-306 (1)(b)(I)(C) (*administrator license through approved induction program*)
C.R.S. 22-60.5-309 (*administrators*)
1 CCR 301-37, Rules 2260.5-R-13.00 and 2260.5-R-14.00

CROSS REF.: GCHA/GCHB, Mentor Teachers/Administrators

CONTRACT REF.: JMEA Agreement, Article X, Compensation, F,
Mentorship/Induction Program

Professional Staff Development

The Board 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 a program of inservice education for teachers, administrators and other employees. The superintendent or designee may nominate consultants and lecturers, work with 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 responsibility and work with students, one another and parents/guardians more effectively.

The superintendent shall coordinate professional development programs and 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 priority goals for the district and standards for student learning, new curricula that has been or will be instituted, the Board's graduation and promotion requirements, and student needs as shown by competency tests. The superintendent 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.

Adopted: August 15, 1994
Revised: October 12, 1998
Revised: March 6, 2019

LEGAL REFS.: C.R.S. 22-32-109 (1)(jj) (*board must identify areas where principals need professional development*)
C.R.S. 22-32-109 (1)(n), (z) (*board required to determine number of hours/days of school; board required to provide inservice program related to abuse and neglect under Child Protection Act*)
C.R.S. 22-32-110 (1)(k) (*board has power to adopt policies related to inservice training and professional growth of employees*)
C.R.S. 22-60.5-110 (3)(b) (*licensed staff required to complete ongoing professional development which may include programs concerning juvenile mental health issues and awareness and prevention of suicide*)

1 CCR 301-1, Rule 2202-R-11.05 (E)(7) (*school performance reports to include number of professional development days*)

CROSS REFS.: ADA, School District Educational Objectives
AE, Accountability/Commitment to
Accomplishment AEA, Standards Based
Education

CONTRACT REF.: JMEA Agreement, Article VI, Duty Year/Day, E,
Professional Development/Inservice Days

Professional Staff Training, Workshops and Conferences

Because the Board desires its professional staff to stay abreast of current trends and developments in education, the annual budget of the district shall provide a specified amount for staff training, workshops and conferences. Within amounts budgeted for such purposes, the superintendent shall determine which professional staff members shall participate.

Employees authorized by the superintendent to represent the school system at training, workshops and conferences will be allowed salary and expenses in conformance with regulations on expense reimbursement.

Insofar as is advantageous to the district, a rotation system shall be used in assigning staff members to attend regularly held conventions and conferences. However, assignment shall take into consideration the role the staff member will play at the meeting and his or her ability to share the benefits derived from it with other staff members.

With the superintendent's permission, professional staff members other than those selected as official representatives shall be allowed to attend training, workshops and conferences, under the following conditions:

1. The staff member shall not be reimbursed for expenses.
2. If it is necessary to hire a substitute in the staff member's absence, the cost of such substitute shall be deducted from the staff member's salary.
3. Except for the cost of a substitute, the staff member shall receive his or her usual salary.

The Superintendent may ask the Board for an exception to any of the above conditions but the Board reserves the right to not grant the exception.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: March 6, 2019

CROSS REF.: DKC, Expense Authorization/Reimbursement (Mileage and Travel)

Instructional Staff Assignments and Transfers

The assignment of licensed staff members excluding principals and other administrative personnel, whose assignments and/or reassignments shall require prior Board approval and their voluntary transfer to positions in the various schools and departments of the district shall be recommended by the superintendent, subject to approval by the Board of Education. The transfer of teachers who have been displaced shall be accomplished in accordance with Board Policy GCKAA on teacher displacement, not this policy.

The following criteria shall serve as guidelines:

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

A teacher's request for transfer will be granted whenever the best interests of the schools will be served. Whenever a request for a transfer is made, it is ethical and desirable in most cases for all parties concerned to discuss the merits of the request in an effort to arrive at a common understanding. The request for transfer will be submitted to the superintendent. The superintendent will forward the request for transfer to the principal of the sending school and the receiving school. Upon approval of both principals, the request will be filed with the superintendent for final recommendation to the Board.

Both the sending and receiving principals must approve the transfer request before it will be recommended to the superintendent. However, requests for transfers which are approved by one principal and denied by the other may be appealed to the superintendent. The superintendent's decision shall be final, unless the Board of Education desires to intercede.

Transfers from one building to another or one grade level to another may be made by the superintendent during a teacher's probationary period in order to fit personnel into their proper level. This may be done upon the advice of the building principal and with the agreement of the principal to whom the transfer will be made or upon the recommendation of the supervisor. All assignments and/or transfers of nonprobationary teachers will be made by the Board of Education.

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

Adopted: January 26, 1987
Reviewed: October 12, 1998
Revised: May 13, 2009
Revised: March 27, 2013
Revised: March 6, 2019

LEGAL REFS.: C.R.S. 22-32-126 (3) (*principal submits recommendations to superintendent*)
C.R.S. 22-63-206 (*transfer of teachers and compensation*)

CROSS REF.: GCKAA, Teacher Displacement

CONTRACT REF.: JMEA Agreement, Article VI, Duty Year/Day, H, Instructional Staff Assignments and Transfers

Teacher Displacement

Consistent with the Board's authority to direct the district's educational programs, the Board may take action pursuant to a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution. Displacement occurs when such Board action results in the removal of a nonprobationary teacher from the teacher's assigned school. This policy and accompanying regulation shall apply to the designation and reassignment of a displaced teacher.

This policy and accompanying regulation shall not apply to teacher dismissals, nonrenewals, reductions in force or other personnel actions that do not result in displacement of teachers.

Definitions

For purposes of this policy and accompanying regulation, the following definitions shall apply:

1. "Teacher" means a person who holds a teacher's license issued pursuant to the Colorado Educator Licensing Act, C.R.S. 22-60.5-101 *et seq.* and who is employed to instruct, direct or supervise the instructional program. "Teacher" does not include those persons holding authorizations or administrative positions within the school district.
2. "Displaced teacher" means any nonprobationary teacher who is removed from the teacher's assigned school as a result of Board action pursuant to a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution.
3. "Mutual consent placement" occurs when a displaced teacher applies for a position under the supervision of another principal and the hiring principal consents. The hiring principal's consent must consider input from at least two teachers employed at the school and chosen by the teaching faculty at the school to represent them in the hiring process.
4. "Priority hiring pool" is a subgroup of displaced teachers who were actively employed and deemed satisfactory or effective in their performance evaluation preceding their displacement and who have not secured a mutual consent placement. Teachers in the priority hiring pool shall receive the first opportunity to interview for available positions for which they are qualified within the district.
5. "Hiring cycle" means the period of time during which the Board reviews the staffing needs of the district and acts to fill vacant positions, if any. The Board engages in two hiring cycles each calendar year: first, when the Board projects and fills staffing needs for the next school year (between approximately March and the day before the opening day of the next school year); and, second, as the Board reviews its current staffing and makes adjustments as necessary during the current school year (from the first day of school through the last day of the current school year).

6. "Transfer" means the reassignment of a teacher from one school, position or grade level to another in the district. Transfers that do not result from displacement will be addressed in accordance with the Board's transfer policy (GCKA).

Board of Education's determination and statement

If the Board determines a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building necessitates action that may require the displacement of one or more teachers, it shall adopt a statement that reasonably identifies the action and the reasons for that action. This statement shall be transmitted to the superintendent and made available to district faculty.

To the extent possible, the Board shall establish the actual number of teacher positions to be displaced consistent with the Board's authority to establish educational programs within the district. If it is not possible at the time the Board issues its initial statement for the Board to address personnel implications, the Board shall issue a revised statement of action after receiving additional input from the superintendent.

Superintendent's action

After receiving the Board's statement, the superintendent shall prepare recommendations for appropriate personnel action, which may include teacher displacement, consistent with Board policy and state and federal law. As necessary and appropriate, the superintendent shall submit to the Board such recommendations and the Board may revise as necessary its statement of action.

The superintendent shall cause written notice of displacement to be provided to all displaced teachers. Notice shall be in writing and delivered via certified mail to a displaced teacher's address of record. The superintendent shall immediately cause a displaced teacher to receive an initial list of all vacant positions for which the teacher is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need.

Mutual consent placement

Displaced teachers shall have the right to pursue a mutual consent placement in the district. Any displaced teacher remains solely responsible for identifying available positions within the district and pursuing any and all vacancies for which the teacher is qualified. Displaced teachers who were deemed satisfactory or effective in their performance evaluation preceding their displacement shall be members of a priority hiring pool.

During the period in which the teacher is attempting to secure a mutual consent placement, the district may place a displaced teacher in a 12-month assignment or other limited-term assignments, including, but not limited to, a teaching assignment, substitute assignment or instructional support role. Such assignment by the district is not a mutual consent placement.

If a displaced teacher is unable to secure a mutual consent placement in a school of the district after 12 months or two hiring cycles, whichever period is longer, the district shall place the displaced teacher on unpaid leave until such time as the displaced

teacher is able to secure an assignment.

Adopted: March 27, 2013

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 22-60.5-101 *et seq.* (*Colorado Educator Licensing Act of 1991*)
C.R.S. 22-63-101 *et seq.* (*Teacher Employment, Compensation, and Dismissal Act of 1990*)
C.R.S. 22-63-202 (2)(c.5) (*displacement and mutual consent provisions*)
C.R.S. 22-63-202 (2)(c.5)(II)(B) (*requirement to develop policies for Board adoption addressing displacement and mutual consent provisions*)
C.R.S. 22-63-206 (*permitting transfer of teachers from one school, position or grade level to another*)

CROSS REFS.: GCE/GCF, Professional Staff
Recruiting/Hiring GCKA, Instructional Staff
Assignments and Transfers GCKB,
Administrative Staff Assignments and
Transfers

Teacher Displacement

The following procedures shall be followed in effecting a Board action pursuant to a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation or reconstitution that causes nonprobationary teachers to be displaced.

1. Notice to individual teacher

Within 10 days after receiving the Board's statement of action that includes personnel implications, the superintendent shall cause written notice of displacement to be provided to all displaced teachers.

The written notice shall include:

- a. a copy of the Board's statement adopted pursuant to the accompanying policy;
- b. a copy of the accompanying policy and this regulation; and
- c. a list of all vacant positions for which the displaced teacher is qualified, as well as a list of vacancies in any area identified by the school district to be an area of critical need.

Notice shall be served upon the teacher personally or by certified or registered mail to the teacher's address as it appears in the school district's records. It shall be the teacher's responsibility to ensure that the district has the teacher's current address on file.

2. Applications and priority hiring pool

Displaced teachers shall be responsible for applying, consistent with the district's hiring procedures and practices, for any vacant position for which the teacher is qualified. At a minimum, the displaced teacher must apply to the principal of the school and provide a copy of the application to the district.

The district shall create a priority hiring pool, which shall consist of displaced teachers who were deemed satisfactory or effective in their performance evaluation preceding their displacement. Upon application, members of the priority hiring pool shall receive the first opportunity to interview for available positions for which they are qualified within the district.

3. Mutual consent placement

A principal shall recommend appointment of a displaced teacher to an assignment in the principal's school if the review of the displaced teacher's performance evaluations and qualifications demonstrates that employment of the displaced teacher will support the instructional practice of the school. The principal's recommendation shall also include input from at least two teachers employed at the school and chosen by the faculty of teachers at the school to

represent them in the hiring process.

If the Board approves the principal's recommendation of a displaced teacher to a vacant position, the Board shall transfer the teacher into the assignment sought and the displacement/mutual consent provisions of law are satisfied. At that time, the Board shall reinstate the teacher's salary and benefits at the level they would have been if the teacher had not been placed on unpaid leave, if applicable.

Consistent with Board policy, nothing in this regulation shall be construed to require a principal to hire a displaced teacher.

4. Exclusive procedure

This procedure is the only procedure that shall apply to the designation and reassignment of a displaced teacher.

Approved: March 27, 2013

Revised: March 6, 2019

Instructional Staff Assignments and Transfers
(Transfer Request Form for Teacher-Initiated Transfer)

Instructor's Name _____ Date of Request _____

Present Position _____

Position for which a transfer is requested _____

Why are you requesting this transfer?

1. _____

2. _____

3. _____

How do you feel your professional status will be enhanced or improved if such a transfer is granted?

What qualifications do you have for this new position?

Instructor's Signature

Submit three (3) copies to your *building principal*. He/she will forward two (2) copies to the principal where the transfer is being requested. The *receiving principal* will submit one (1) copy to the *superintendent*, who will share with the Board.

Disposition of Request

Approve

Disapprove

- 1. Current Principal
- 2. Receiving Principal
- 3. Superintendent
- 4. Board of Education

Issued: March 6, 2019

Instructional Staff Assignments and Transfers

The transfer of teachers who have been displaced shall be accomplished in accordance with Board policy GCKAA and regulation GCKAA-R, Teacher Displacement, not this regulation.

Vacancy notices, including positions open for transfer within the district, shall be available in the Weld County School District RE-5J administration office during the summer months of June, July, and August; and in all five school buildings from September to May. Vacancy notices, including positions open for transfer within the district, will also be posted on the district's website and will be sent to each employee with a district e-mail address via the district's e-mail system as positions become open throughout the school year and during the summer months of June, July, and August.

Positions open for transfer within the district will be posted for five consecutive work days prior to being posted out of district. Requests for transfer within the district will be accepted by the superintendent's office during this time. (Positions open for transfer within the district will not be posted during winter break or spring break unless they are posted for five consecutive work days in combination of before and after the break periods.)

The superintendent will forward requests for transfer within the district to the principal of the sending and receiving school. Upon approval of both principals, the request will be filed with the superintendent for final recommendation to the Board.

Board action will be needed on all requests for transfers which are to be approved.

Both the *sending* and *receiving* principals must approve the transfer request before it will be recommended to the superintendent. However, requests for transfers which are approved by one principal and denied by the other may be appealed to the superintendent. The superintendent's decision shall be final, unless the Board of Education desires to intercede.

Unless deemed an emergency, or in the best interests of the school district, transfer requests will be considered on an annual basis.

The transfer request closing date will coincide with the application closing date.

Transfer requests will be included with the pool of applicants if the initial request for transfer within the district was not approved.

The *Transfer Request Form for Teacher-Initiated Transfer* does not negate or supersede any Board policy or state law which permits the Board to make teacher transfers where it believes such transfers to be in the best interest of the school district.

Adopted: January 26, 1987

Reviewed: October 12, 1998

Revised: May 13, 2009

Revised: March 27, 2013

Revised: March 6, 2019

Administrative Staff Assignments and Transfers

A teacher who holds an administrative position may be assigned to another position for which he or she is qualified with a reduction in salary if a vacancy exists in such position. The teacher shall be placed on the salary schedule at the position to which the teacher would have been entitled had the teacher remained on the schedule during the time the teacher occupied the administrative position. If the transfer is to another school in the district, the transfer is subject to the consent of the receiving principal and is subject to approval of the superintendent and Board of Education.

However, if the teacher is transferred during the school year from an administrative position to another school position or grade level within the district, the teacher's salary shall not be reduced during the remainder of that year.

The three school years of continuous employment required for the probationary period shall not be deemed to be interrupted if a probationary teacher accepts the superintendency, but the period of time service in such capacity shall not be included in computing the probationary period.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: March 27, 2013

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 22-63-203 (2)(b)(IV) (*calculation of probationary period for probationary teacher serving as superintendent*)
C.R.S. 22-63-206 (*transfers*)

CROSS REFS.: GCKA, Instructional Staff Assignments and Transfers
GCKAA, Teacher Displacement

Professional Staff Schedules and Calendars

The following policies shall govern the time schedules of instructional personnel:

1. The work year for regular, full-time instructional employees employed on a school year-basis shall be 185 days, unless otherwise negotiated.

If the Board declares a fiscal emergency during the budget year as allowed by state law, it may alter the work year of all employees.

2. Generally, the working day for these employees shall be determined by the school day established for students and by the instruction and activity schedules set up by the principal.
3. Reasonable efforts shall be made by the administration to provide a uniform work day for employees where this is practical and consistent with the safe and efficient administration of the schools.
4. The work day shall provide for a 25 minute duty-free lunch period, unless otherwise set forth in the negotiated agreement.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: March 6, 2019

Revised: June 3, 2020

LEGAL REF.: C.R.S. 22-44-115.5 (2)

CROSS REFS.: DBK, Fiscal Emergencies
IC/ICA, School Year/School Calendar/Instruction Time

CONTRACT REF.: JMEA Agreement, Article VI, Duty Year/Day

Evaluation of Licensed Personnel

This policy and accompanying regulation shall be considered part of the district's licensed personnel performance evaluation system. The district's licensed personnel evaluation system shall be developed and implemented in accordance with state law. The Board shall consult with district administrators, teachers, parents and the advisory school district licensed personnel performance evaluation council in developing and evaluating the district's evaluation system.

The purposes of the district's licensed personnel evaluation system shall be to serve as a basis for the improvement of instruction, enhance the implementation of curricular programs, and measure the professional growth and development and the level of effectiveness of licensed personnel. The district's licensed personnel performance evaluation system also shall serve as the measurement of satisfactory performance and documentation for dismissal for unsatisfactory performance pursuant to state law, if applicable. For purposes of this policy and the district's licensed personnel performance evaluation system, "unsatisfactory performance" shall be defined as a performance rating of "ineffective."

The school district shall conduct all evaluations so as to observe the legal and constitutional rights of licensed 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, Board 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 Board from modifying an employee's contract status, employment status or assignment under the terms of the employment contract and state law. The content of the evaluation, the rating given and any improvement plan shall not be grievable under the district's formal grievance process.

All employment decisions remain within the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law. Any dismissal or other employment action shall be in accordance with applicable state law, Board policy and negotiated agreement.

Adopted: August 15, 1994
Reviewed: September 27, 1999
Revised: November 7, 2012
Revised: February 13, 2013
Revised and recoded: March 6, 2019

LEGAL REFS.: C.R.S. 22-9-101 *et seq.* (*Licensed Personnel Performance Evaluation Act*)
C.R.S. 22-63-301 (*grounds for dismissal*)
1 CCR 301-87 (*State Board of Education rules for administration of a system to evaluate the effectiveness of licensed personnel*)

CROSS REFS.: BDFA, District Personnel Performance Evaluation Council
GCOE, Evaluation of Evaluators
GCQF, Discipline, Suspension and Dismissal of Professional Staff
IK, Academic Achievement

CONTRACT REF.: JMEA Agreement, Article IV, Teacher Evaluation and Appeals Process

Evaluation of Evaluators

Provision shall be made for periodic evaluation of evaluators of professional staff to ensure that the process is being carried out in a fair, professional and credible manner.

All persons who evaluate licensed personnel shall possess a principal or administrator license issued by the Colorado Department of Education. Issuance or renewal of license requires that the applicant has received education and training in evaluation skills approved by the Colorado Department of Education.

A licensed principal or administrator may designate an individual to perform evaluations of licensed personnel, provided such designee shall have received education and training in evaluation skills approved by the Colorado Department of Education.

To ensure that evaluators comply with state law and the district's evaluation system, evaluation instruments for all licensed personnel evaluators shall include a section dealing with their evaluation skills and responsibilities. The superintendent or other supervisor of the evaluator shall review and sign each evaluation report prepared and when necessary shall discuss procedure and form with the evaluator.

The superintendent's evaluation skills shall be part of the evaluation by the Board of Education.

As part of its ongoing review, the district personnel performance evaluation council shall seek evidence that evaluators are implementing the process in a fair, professional and credible manner, and shall report its findings and recommendations to the Board of Education.

Adopted: January 10, 1994
Reviewed: April 13, 1998
Revised: November 9, 2012
Adopted: February 13, 2013
Revised: March 6, 2019

LEGAL REF.: C.R.S. 22-9-101 *et seq.* (*Licensed Personnel Performance Evaluation Act*)

CROSS REF.: BDFA, District Personnel Performance Evaluation Council

Evaluation of Licensed Personnel

The procedures necessary to administer and implement the policy accompanying this regulation and the district's licensed personnel evaluation system are as follows:

Basic requirements

1. All licensed personnel, including full-time and part-time teachers, shall be evaluated by an administrator/supervisor who has a principal or administrator license issued by the Colorado Department of Education and/or such administrator's/supervisor's designee, who has received education and training in evaluation skills approved by the Colorado Department of Education that will enable the evaluator to make fair, professional and credible evaluations of the licensed personnel whom the evaluator is responsible for evaluating.
2. The standards for effective performance of licensed personnel and the criteria to be used in determining whether performance meets these standards shall be available in writing to all licensed personnel. Such standards and criteria shall be communicated and discussed by the person being evaluated and the evaluator prior to and during the course of the evaluation.
3. The system shall identify the various methods of evaluation, which shall include but not be limited to direct observations and a process of systematic data-gathering.

Information collection

The evaluator shall directly observe the licensed staff member and gather other data in accordance with the district's evaluation system and state law. No evaluation information shall be gathered by electronic devices without the consent of the licensed staff member. Peer, parent or student input may be obtained from standardized surveys as part of a teacher's evaluation. Each principal's evaluation shall include input from teachers employed at the school and may include input from the students enrolled at the school and their parents.

Frequency and duration

Probationary teachers shall receive at least two documented observations and two evaluations that result in written evaluation reports (mid-year and final), per RANDA, each academic year. Nonprobationary teachers shall receive at least one documented observation and evaluation that results in a written report each academic year. Teachers shall receive the written evaluation report at least two weeks before the last class day of the school year.

Principals shall receive at least one evaluation that results in a written report each academic year. Administrators in their first three years of service in the district will be evaluated twice during each year (mid-year and final). All other administrators will be evaluated at least once. Each evaluation will result in a written report.

Specialized service professionals shall receive one evaluation that results in a written report each academic year. For purposes of this regulation, the term "specialized service professionals" (SSPs) shall be as defined by applicable rules of

the State Board of Education.

Variations will be permitted in this evaluation schedule, whether requested by the evaluator or licensed staff member, when the staff member is notified by the evaluator that an additional evaluation report is necessary for reasons consistent with one or more purposes of the evaluation system.

Minor adjustments and variations in the evaluation process will be allowed in order to ensure that the evaluation process is thorough and that sufficient data is collected in accordance with the district's evaluation system.

Informal evaluations and observations may be made whenever deemed appropriate by the district.

Documentation

The evaluator will prepare a written evaluation report at the conclusion of the evaluation process which will include the following:

1. An improvement plan which is specific as to what improvements, if any, are needed in the licensed staff member's performance and which clearly sets forth recommendations for improvements. If the person evaluated is a teacher or a principal, the plan shall include recommendations for additional education and training during the teacher's or principal's license renewal process.
2. Specific information about the strengths and weaknesses in the licensed staff member's performance.
3. Documentation identifying when a direct observation was made.
4. Identification of data sources.

The evaluation report will be discussed with the licensed staff member evaluated. Both the evaluator and the licensed staff member will sign the report, and each will receive a copy. The signature of any person on the report will not be construed to indicate agreement with the information contained therein. If the staff member disagrees with any of the conclusions or recommendations made in the evaluation report, he or she may attach any written explanation or other relevant documentation.

Each report will be reviewed and signed by a supervisor of the evaluator.

Ineffective performance

A licensed staff member whose performance is deemed to be ineffective shall receive:

1. Written notice that his or her performance evaluation shows a rating of ineffective;
2. A copy of the documentation relied upon in measuring the staff member's performance; and

3 Identification of deficiencies.

Appeal

The conclusions of the evaluator will not be subject to further review except as otherwise provided in these procedures.

The licensed staff member evaluated may appeal the application of the evaluation procedures by submitting a request for review to the supervisor of the evaluator to determine if the procedures were followed during the evaluation.

Appeal by a nonprobationary teacher

A nonprobationary teacher may appeal his or her performance rating of ineffective or partially effective pursuant to the appeal process prescribed in the applicable collective bargaining agreement.

Approved: October 25, 1999

Revised: November 7, 2012

Revised: February 13, 2013

Revised and recoded: March 6, 2019

CONTRACT REF.: JMEA Agreement, Article IV, Teacher Evaluation and Appeals Process

Instructional Staff Reduction in Force

Definitions

1. Teacher – any person who is regularly certified or licensed by the teacher certifying authority for the state of Colorado, and who is employed half-time or more as a certified teacher, librarian, and/or counselor to instruct, direct, supervise or administer the instructional program, except those persons holding letters of authorization.
2. Cancellation of employment – the removal from active service of a teacher when there is a justifiable reduction in the number of teaching positions in the school district for reasons of fiscal exigency or program change.
3. Fiscal exigency – any significant decline in the Board of Education’s ability to fund the operation of the district.
4. Program change – any elimination, curtailment or reorganization of curriculum, program or school operation, or a reorganization of curriculum, program or operation, or a reorganization or consolidation of two or more individual schools. A program change need not be caused by fiscal exigency. However, a significant decrease in enrollment may be deemed caused to require a program change.
5. Day – a calendar day.
6. Recall – notification of and return to active teaching service in the district of a teacher whose employment has been cancelled within the last twenty-four (24) month period as a result of a reduction in force.
7. Recall list – a list of teachers whose employment has been cancelled as a result of a reduction in force, with the teacher whose employment was cancelled first on the list and other teachers to follow consecutively by date of employment cancellation.
8. Continuous service – a length of uninterrupted service as a contracted half-time or more teacher of the district, to be computed from the teacher’s first year of employment and to include Board approved leaves of absence.
9. Continuous service list – a ranking of teachers by continuous service within the area(s) of endorsement and secondarily by qualification. When length of uninterrupted service is a factor for any decision under this policy and two or more teachers have the same length of service in the district, the teachers affected will be ranked on the continuous service list according to when they signed their employment contracts with the district. In the event ties still exist, teachers so affected shall participate in a drawing to determine position of the continuous service list. All teachers so affected and the association shall be notified in writing of the date, time, and place for the drawing and shall have an opportunity to attend.

General grounds for cancellation of employment

Cancellation of employment may take place when the Board of Education determines that a fiscal exigency exists or a program change is to be made which requires cancellation of one or more teaching positions. Such a decision may be made and any resulting termination may be effected only in accordance with this policy and the accompanying procedures.

Board of Education's preliminary determination and statement

Prior to the cancellation of employment of any teacher as a result of a fiscal exigency, the Board will consider other areas of the budget for reduction, as well as potential additional revenue sources.

If the Board determines that cancellation of employment of one or more teachers may be required, it shall prepare a statement that identifies the reasons for the decision. This statement shall be transmitted to the superintendent of schools, to the school district faculty and to the association. Within ten (10) days following the association's receipt of the statement, representatives of the district and the association shall meet to discuss the reduction in force. The discussions will include, but not be limited to the following:

1. Possible alternatives to a reduction in force.
2. The needs of the district.
3. Budget information.
4. Number of teachers affected in each program such as level/subject area.
5. Effective date of the reduction in force.
6. Other relevant information.

For purposes of this meeting, the number of association representatives shall not exceed five (5). The Board shall establish the actual number of professional staff to be reduced consistent with the Board's authority to establish educational programs within the district. The Board will strive to effect cancellation of employment at the end of a semester or at the end of a school year contract period.

Superintendent's action

Within twenty (20) days after receiving the statement from the Board, the superintendent shall submit to the Board recommendations for canceling the employment of particular teachers. In making this recommendation, the superintendent shall not be limited to considering only the teachers in the areas or programs designated by the Board in its initial statements. The superintendent shall, insofar as possible, recommend meeting the reduction in force by normal attrition such as resignations, retirements, leaves of absence, transfer of assignments, or non-renewals.

The superintendent shall consider performance evaluations made in accordance with Section 22-9-106, C.R.S. as a significant factor in determining which employment contracts to cancel.

The superintendent shall also consider probationary and nonprobationary status, but only after performance evaluations have been considered. When probationary and

nonprobationary status is used solely to determine cancellation of a teaching position-occurring within any particular endorsement area, the contracts of probationary teachers who are occupying such positions shall be canceled first.

Following consideration of performance evaluations and probationary and nonprobationary status, the superintendent shall consider the following factors in recommending a teacher for cancellation of employment in the following priority order:

1. Affirmative action.
 - As required by court order of Title IX considerations.
2. The needs of the district.
 - Including, but not limited to state and/or federal accreditation requirements or recommendations, the number of staff under contract in each curricular area or grade level, student enrollments, potential alternative staffing patterns.
3. Length of employment in the district.
4. Education
 - Formal postsecondary education, including consideration of multiple teaching/supervisory certifications and/or qualifications, in which they are highly qualified or credentialed.
5. Career educational experience.
 - Including all educational experience and assignments, including extracurricular.
 - By non-current certificate endorsement(s) and qualification(s).
6. Merit.
 - As reflected by consideration of formal and evaluative criteria. This factor will only be considered when there are two teachers whose other factors are equal and who have received at least the last three formal evaluations from the same administrator.

Vacancy recalls

If within twenty-four (24) calendar months after a reduction in force, a vacancy or vacancies occur within the district, those staff members whose contracts were canceled under the reduction in force policy and who qualify for the positions by virtue of certification and qualification, shall have the first opportunity to accept or reject said vacant positions. Recall of employees who have had their contracts canceled under the reduction in force policy shall take place in the inverse order of the procedure utilized for the cancellations. If (1) there is no teacher on the recall list certified for the vacant position, or (2) if the teacher on the list is currently under contract to another district, or (3) if the position is rejected by those who are certified and available for the position, the vacancy shall then be posted and filled according to district policy and procedures. If the recalled employee refuses to accept the

position offered, or fails to respond to such notification as per regulation GCQA-R, the employee forfeits all rights under this provision.

The employee whose contract was canceled under this policy shall remain on the recall list for twenty-four (24) calendar months from the date of cancellation, unless the employee waives such rights in writing to the superintendent.

A full-time employee shall not forfeit recall rights by refusal to accept recall to part-time employment.

Adopted: August 14, 1995

Reviewed: October 12, 1998

Revised: March 23, 2009

Revised: January 25, 2012

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 22-60.5-101 *et seq.* (teacher licensure law)
C.R.S. 22-63-101 *et seq.* (Teacher Employment, Compensation,
and Dismissal Act of 1990)
C.R.S. 22-63-103 (11) (definition of teacher)
C.R.S. 22-63-202 (3) (cancellation of employment contracts-
reduction in force)

CONTRACT REF.: JMEA Agreement, Article III, Negotiation Procedure

Instructional Staff Reduction in Force

The following procedures will be followed in effecting a reduction in the professional staff work force.

1. Notice to individual teacher

Nonprobationary teachers whose contracts are recommended by the superintendent to be canceled will be given notice of said intent in writing, and shall be provided with a continuous service list. Any objection to the placement on the list shall be reported to the superintendent and association in writing within fifteen (15) days after receipt of said list.

- A. Prior to recommending cancellation of an individual teacher's contract, the district shall investigate assignments in other programs for which the teacher(s) is certified and/or qualified to teach. If the length of continuous service in the district and certification and qualification entitle the teacher(s) to be reassigned to other positions, the following shall apply:
 - 1) They shall be assigned to open positions.
 - 2) If open positions are not available, teachers with less continuous service in the district in the area or program deemed by the superintendent to be the area or program to be reduced shall be reduced to achieve sufficient open positions.
- B. Should transfer of retained teachers be necessary as a result of a RIF, the district policy for reassignment/transfer shall apply.
- C. The district shall provide written notification to the teacher(s) affected at least forty-five (45) calendar days prior to the date the Board takes official action. Each teacher involved and the association shall be provided a copy of the notice. The notice will include a statement of the conditions requiring such cancellation, a description of the procedures followed in making the decision and a copy of the accompanying policy and this regulation. Notice will be served upon the teacher(s) personally or by certified mail. The teacher's address, as it appears on the school district's records, shall be deemed to be the correct address. After the Board takes official action, all teachers whose employment has been canceled shall receive written notice from the district.

2. Review of individual cancellations

Within fifteen (15) days after receiving a notice of termination, a nonprobationary teacher may request a review of the action by the Board of Education. The request must be in writing, addressed to the president of the Board. The request for review must specify the grounds on which the teacher relies and a short statement of facts that he/she believes support the contention. When appropriate, more than one (1) case may be heard at the same time.

Review may be had solely to determine the following:

- a) Was there a rational basis to determine that a fiscal exigency or program change was necessary or appropriate?
- b) Was the cancellation procedure arbitrary or capricious?
- c) Was the decision to cancel the employment of the teacher arbitrary or capricious?

This provision will not prohibit the Board or hearing officer, if utilized, from allowing additional grounds to be argued, should new information and/or facts warrant consideration, as long as the new information and/or facts is/are directly relevant to #2 a), b) or c) above.

The Board will consider the request and will schedule a hearing, to be held within fifteen (15) days after the request is received. The teacher will be given at least seven (7) days' notice of the hearing. If the teacher so requests, the Board and association, through their representatives, shall select an impartial hearing officer from available sources to conduct a hearing. In the event that the parties are unable to agree upon a hearing officer, said hearing officer shall be selected through the procedure prescribed by the American Arbitration Association. When appropriate, more than one (1) case may be heard at the same time.

3. Conduct of hearing

The hearing will be conducted informally and, upon request of either party, in private. The Board or hearing officer, if utilized, shall have the authority to make appropriate procedural rules. The teacher(s) may represent himself/herself or be represented by the association. The school district will have no obligation to pay for the service of counsel representing the teacher(s). A recorded transcription of the proceedings will be maintained by the district, and copies of the transcript will be made available at the expense of the party who makes the request.

The Board or hearing officer, if utilized, shall render his/her decision within fifteen (15) days following completion of the hearing. The Board or hearing officer, if utilized, will make written findings and recommendations to the secretary of the Board and to the teacher(s). The teacher(s) shall bear the burden of proving that a RIF was not necessary. The Board shall bear the burden of proving that it followed the adopted policy and accompanying procedures and RIFed the correct person(s). The Board shall present its case first in both instances. After the superintendent or counsel completes the presentation, the Board will consider the matter in executive session or, where there is a hearing officer, the hearing officer may take the matter under advisement. Written findings of fact and conclusions as to the issues raised will be forwarded to the teacher and to the secretary of the Board within thirty (30) days after the close of the hearing.

4. Procedure after hearing

If the hearing was conducted by a hearing officer, the Board will be bound by the findings of fact of the hearing officer as long as there is support in the record for such findings. However, any conclusions drawn from those findings will not be binding upon the Board.

The Board will act on the findings and conclusions at its next regular meeting following receipt of the findings and conclusions. If the Board determines that the teacher's contention has not been established, it will notify the teacher, the superintendent and the association in writing. Such a determination finally confirms the decision to cancel. If the Board determines that the teacher's contention has been established, it shall notify the teacher, the superintendent and the association by written notice that states that corrective action will be taken.

5. Notification of recall

Teachers whose employment has been cancelled and who wish to be considered for reemployment will provide written notification within fifteen (15) days to the superintendent. Recall will occur in the inverse order, as set forth in policy GCQA. When a vacancy within the district occurs for which a teacher on the list has the required certification and qualifications, a letter of intent to re-employ shall be offered. The notification shall be by certified letter to the teacher's last known address. That teacher shall notify the district, in writing, of his/her intent to accept or reject the position within fifteen (15) days of receipt of the recall notice. If the offer of reemployment is rejected or the teacher fails to respond within the stated timelines, the teacher will forfeit his/her right to recall.

Rights and benefits while on the recall list

Teachers shall remain on the recall list for twenty-four (24) months from the date of cancellation of employment, unless the teachers waive such rights in writing. While on the recall list, teachers shall have for the first eighteen (18) months, the option to remain active participants in the district fringe benefit programs by contributing thereto the full cost of the program in accordance with the Consolidated Omnibus Act of 1985 (COBRA). These COBRA rights shall terminate eighteen (18) months after termination of employment with the district, and RIFed employees who choose for the remaining six (6) months while remaining on the recall list shall be responsible for securing all affected benefits on an individual basis, if so desired.

When recalled within twenty-four (24) months, all accrued benefits, including nonprobationary status but excepting those benefits which the teacher(s) was monetarily compensated when leaving the district, shall be restored.

All teachers who are on the recall list for whom no positions are available shall be called to serve as substitutes in their endorsement area(s) or experience in the teaching field at substitute pay, if they wish to be placed on the substitute list.

Exclusive procedure

This procedure is the only procedure that may be used in a reduction in force of teachers. Any existing procedure for reconsidering or examining an employee discharge, non-reappointment or grievance is not available for considering an issue that arises from a reduction in force. Similarly, no other personnel action other than reduction in force may be considered under this procedure.

Adopted: August 14, 1995

Reviewed: October 12, 1998

Revised: March 6, 2019

Resignation of Instructional Staff/Administrative Staff

In accordance with state statutes, a teacher or licensed administrator may cancel a contract 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.

Adopted: April 10, 1995

Revised: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 19-3-301 *et seq.* (*Child Protection Act of 1987*)
C.R.S. 22-32-109.7 (*specific duties regarding hiring inquiries and reporting*)
C.R.S. 22-63-202 (*employment contracts*)
1 CCR 301-37, Rules 2260.5-R-15.00 *et seq.*
(*mandatory reporting requirements*)

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 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;
- q. an offense committed outside of this state, the elements of which are substantially similar to any offense described in items a-m above; or
- r. a misdemeanor committed outside of this state, the elements of which are substantially similar to sexual exploitation of children as described in C.R.S. 18-6-403 (3)(b.5).

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.
- c. the Board reasonably believes that an employee is guilty of unethical behavior or professional incompetence.

Approved: April 10, 1995
Revised: October 12, 1998
Revised and recoded: March 6, 2019

Retirement of Professional Staff

The Board has no mandatory retirement age for district employees.

Employees are encouraged to make their own retirement decisions and to give written notice to the Board once a retirement date has been established, preferably prior to spring break on the school district's calendar.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: 29 U.S.C. 621 *et seq.* (*Age Discrimination in Employment Act*)
C.R.S. 24-51-101 *et seq.* (*Public Employees' Retirement Association*)

CROSS REF.: GCQF, Discipline, Suspension and Dismissal of
Professional Staff (And Contract Nonrenewal)

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.

This provision also shall apply to teachers employed on a part-time continuous basis by the district and by the Centennial Board of Cooperative Educational Services (CBOCES).

The superintendent shall be authorized to suspend with or without pay, or place on administrative leave with or without pay, a professional staff member for purposes of discipline, investigations, and/or other good and just cause. 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 information or 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 and applicable state law.

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.

Adopted: September 25, 2000

Revised: March 6, 2019

LEGAL REFS.: 15 U.S.C. 1681 *et seq.* (Fair Credit Reporting Act)
C.R.S. 8-2-126 (limits employers' use of consumer credit information)
C.R.S. 19-3-301 *et seq.* (Child Protection Act of 1987)
C.R.S. 22-2-119 (duty to make inquiries prior to hiring)
C.R.S. 22-32-109.1 (9) (immunity provisions in safe schools law)
C.R.S. 22-32-109.7 (specific duties regarding hiring inquiries and reporting)
C.R.S. 22-63-202 (3) (temporary suspension during contract period)
C.R.S. 22-63-202 (4) (disclosure of reasons why left employment)
C.R.S. 22-63-203 (renewal and non-renewal of probationary teacher contracts)

C.R.S. 22-63-301 *et seq.* (dismissal of licensed staff) 1 CCR 301-37, Rule 2260.5-R-10.05 (mandatory reporting requirements)

CONTRACT REF.: JMEA Agreement, Article XV, Discipline for Staff Member

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 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;
- q. an offense committed outside of this state, the elements of which are substantially similar to any offense described in items a-m above; or
- r. a misdemeanor committed outside of this state, the elements of which are substantially similar to sexual exploitation of children as described in C.R.S. 18-6-403 (3)(b.5).

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.

Approved: September 25, 2000
Revised and recoded: March 6, 2019

Professional Research and Publishing

The Board recognizes the value of educational research conducted by staff members. However, all research studies carried out within the school system using district or school data of any kind or staff or students as subjects must be approved in advance by the superintendent or designee. Only those studies which have value to the school district shall be approved.

The superintendent or designee shall keep a file on topics needing study that shall be shared with staff members at their request.

When human subjects are involved in research, there shall be adequate protection of their rights and welfare. The individual shall be subjected to no serious risk.

Parents of students who are subjects of research or adults if they are the subjects shall be provided an explanation of procedures and their purposes, a description of any possible risks and any benefits to be reasonably expected, an offer to respond to inquiries on procedures, and instruction on the right to refuse to participate or to discontinue participation at any time without prejudice.

Any survey, assessment, analysis or evaluation of students shall be consistent with district policy and applicable law.

Adopted: March 6, 2019

LEGAL REFS.: 20 U.S.C. §1232h (*rights of students and parents to inspect instructional materials and give prior consent for certain surveys, analysis and evaluation*)
C.R.S. 22-1-123 (*district shall comply with federal law on protection of pupil rights; Colorado provisions regarding surveys, assessment, analysis and evaluation of students*)

CROSS REFS.: JLDAC, Screening/Testing of Students (And Treatment of Mental Disorders)
LC, Relations with Education Research Agencies

Support/Classified Staff

Definitions

1. A *full-time* classified employee is one who works a 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*.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: May 3, 1999

Revised: May 28, 2001

Revised: March 6, 2019

Support Staff Positions

All support staff positions in the school system shall be established initially by the Board.

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 Board 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 Board shall approve a statement of job requirements as presented by the superintendent. This shall be 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.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: July 24, 2000

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 22-32-109 (1)(f) (*Board duty to employ personnel*)
C.R.S. 22-32-110 (1)(h) (*power to terminate employment*)
C.R.S. 22-32-110 (1)(ee) (*power to employ teachers' aides and other nonlicensed personnel to assist licensed personnel*)

CROSS REFS.: GDE/GDF, Support Staff Recruiting/Hiring
GDQD, Discipline, Suspension and Dismissal of Support Staff

Support Staff Salary Schedules

The Board shall establish salary schedules for classifications of the support staff, including the secretarial staff, aides, bus drivers, paraprofessionals, and other categories as established by the Board.

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 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.

Annual increments shall be dependent upon the employee's satisfactory performance in the position. Advancement from one step to another on the schedule shall require the superintendent's recommendation and Board approval.

Adopted: January 26, 1987

Reviewed: October 12, 1998

Revised: March 6, 2019

LEGAL REFS.: C.R.S. 22-32-109 (1)(f) (*board duty to employ personnel*)
C.R.S. 22-32-110 (5) (*agreement with employee group cannot exceed one year term, unless subject to reopener on salaries and benefits*)
C.R.S. 22-44-115.5 (2) (*reductions in salary or alteration of work year due to fiscal emergency*)

CROSS REF.: DBK, Fiscal Emergencies

Support Staff Supplementary Pay/Overtime

Overtime

The administration will determine which school district employees are subject to the state minimum wage and overtime requirements of federal law. These non-exempt employees will 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.

A determination as to whether overtime will be compensated by overtime pay or by compensatory time will be made prior to the performance of the work.

An employee will be permitted to use compensatory time within a reasonable period of time after making a request to the supervisor. Such requests will be granted if the use of the compensatory time does not unduly disrupt the operations of the school district.

A non-exempt employee may accrue no more than 240 hours of compensatory time in accordance with federal law unless the employee's supervisor gives advice that accrual of additional hours is allowed under the law.

All overtime work requires the advance approval of the employee's principal and/or other immediate supervisor. An effort must be made whenever possible notto schedule non-exempt employees for more than 40 hours per week.

All hours worked must be accurately recorded in the manner required by theemployee's supervisor.

Rates for supplementary services

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

Adopted: January 26, 1987

Reviewed: October 12, 1998

Revised: March 17, 2021

Revised: August 18, 2021

LEGAL REFS.: Colo. Const. art. XVIII, § 15 (state minimum wage rate)
29 U.S.C. 201 *et seq.* (*Fair Labor Standards Act*)
29 C.F.R. Parts 510 to 794

CROSS REF.: KF, Community Use of School Facilities

Support Staff Recruiting/Hiring

The Board will 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 is the responsibility of the superintendent or designee who must confer with principals and other supervisory personnel in making a selection.

All vacancies will 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 must conduct background checks with the Colorado Department of Education and previous employers regarding the applicant's fitness for employment. In all cases where credit information or reports are used in the hiring process, the district must comply with the Fair Credit Reporting Act and applicable state law.

All applicants recommended for a position in the district must submit a set of fingerprints and information about felony or misdemeanor convictions as required by law. (This requirement does 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

Discrimination in the hiring process on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, religion, ancestry, age, genetic information, or conditions related to pregnancy or childbirth is prohibited

The Board will 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.

(Adoption date: 04/20/2022)

LEGAL REFS.: 15 U.S.C. 1681 *et seq.* (Fair Credit Reporting Act)
42 U.S.C. 653 (a) (Personal Responsibility and Work Opportunity Reconciliation Act)
42 U.S.C. 2000ff *et seq.* (Genetic Information Nondiscrimination Act of 2008)
28 C.F.R. 50.12 (b) (notification requirements regarding fingerprints)
C.R.S. 2-4-401 (3.4) (definition of gender expression)
C.R.S. 2-4-401 (3.5) (definition of gender identity)
C.R.S. 2-4-401 (13.5) (definition of sexual orientation)
C.R.S. 8-2-126 (limits employers' use of consumer credit information)
C.R.S. 13-80-103.9 (liability for failure to perform an education employment required background check)
C.R.S. 14-14-111.5 (Child Support Enforcement procedures)
C.R.S. 22-2-119 (duty to make inquiries prior to hiring)
C.R.S. 22-2-119.3 (6)(d) (name-based criminal history record check – definition)
C.R.S. 22-32-109 (1)(f) (Board duty to employ personnel)
C.R.S. 22-32-109 (1)(pp) (annual employee notification requirement regarding federal student loan repayment programs and student loan forgiveness programs)
C.R.S. 22-32-109.7 (duty to make inquiries prior to hiring)
C.R.S. 22-32-109.8 (non-licensed personnel – submittal of fingerprints and name-based criminal history record check)
C.R.S. 24-5-101 (effect of criminal conviction on employment)
C.R.S. 24-34-301 (3.3) (definition of gender expression)
C.R.S. 24-34-301 (3.5) (definition of gender identity)
C.R.S. 24-34-301 (7) (definition of sexual orientation)
C.R.S. 24-34-402 (1) (discriminatory and unfair employment practices)
C.R.S. 24-34-402.3 (discrimination based on pregnancy, childbirth or related conditions; notice of right to be free from such discrimination must be posted "in a conspicuous place" accessible to employees)

CROSS REFS.: GBA, Open Hiring/Equal Employment Opportunity
GDA, Support Staff Positions

Support Staff Recruiting/Hiring

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 a felony or misdemeanor crimes involving unlawful sexual behavior, unlawful behavior involving children or domestic violence. 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.

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:

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

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, an authorized district employee or any third party approved by the Colorado Bureau of Investigation.
2. Applicants selected for employment must also submit a completed form, as required by state law, to certify, under penalty of perjury, 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 form. 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;
 - 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.

5. The school district will charge the applicant a nonrefundable fee to be determined by the Board to cover the direct and indirect costs of fingerprint processing. *[NOTE: This fee shall be an amount equal to the direct and indirect costs to the district of fingerprint processing.]*

The applicant may pay the fee over a period of 60 days after employment. The fee will be credited to the fingerprint processing account.

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 seven 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.

Approved: August 27, 2001
Revised: March 6, 2019

Part-Time and Substitute Support Staff Employment

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

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.

Adopted: March 6, 2019

LEGAL REFS.: C.R.S. 22-32-109.7 (*duty to make inquiries prior to hiring*)
C.R.S. 22-32-109.8 (*fingerprinting requirements for non-licensed positions*)

CROSS REF.: GDE/GDF, Support Staff Recruiting/Hiring

Evaluation of Support Staff

The development of a strong, competent classified staff is essential to the smooth functioning of a school system. The Board expects all employees to make continuous efforts to improve their work and expects their supervisors to assist them through supervision and evaluation processes.

The Board delegates to the superintendent or designee the responsibility for developing evaluation procedures for all classified personnel. Such plans shall ensure that classified employees are evaluated at least annually.

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 Board 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.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: March 6, 2019

Evaluation of Support Staff

Each regular classified employee shall be evaluated at least once each year (no later than May 1) by his or her immediate supervisor as indicated on the organization chart. The evaluation shall be discussed by the immediate supervisor with the employee and a signed copy of the evaluation given to the employee at that time.

The original fully signed report will be retained in the employee's file in the personnel office.

Approved: May 15, 1994

Reviewed: October 12, 1998

Revised: March 6, 2019

Resignation of Support Staff

Support staff employees are encouraged to 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.

Adopted: August 15, 1994
Reviewed: October 12, 1998
Revised: September 13, 1999
Revised: July 24, 2000
Revised: March 6, 2019

LEGAL REFS.: C.R.S. 19-3-301 *et seq.* (*Child Protection Act of 1987*)
C.R.S. 22-32-109.7

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 Board 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 Human Resources. 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, with or without pay.

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 information or 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 and applicable state law.

Adopted: August 15, 1994

Reviewed: October 12, 1998

Revised: September 13, 1999

Revised: July 24, 2000

Revised: March 6, 2019

LEGAL REFS.: 15 U.S.C. 1681 *et seq.* (*Fair Credit Reporting Act*)
C.R.S. 8-2-126 (*limits employers' use of consumer credit information*)
C.R.S. 19-3-301 *et seq.* (*Child Protection Act of 1987*)
C.R.S. 22-2-119 (*duty to make inquiries prior to hiring*)

C.R.S. 22-32-109.7 (*specific duties regarding hiring inquiries
and reporting*)
C.R.S. 22-32-110 (1)(h) (*power to discharge/terminate employment*)
C.R.S. 22-32-126 (3) (*principals recommend employment actions*)

CROSS REF.: GD, Support/Classified Staff