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SECTION G - PERSONNEL

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

GB General Personnel Policies

GBA	Open Hiring/Equal Employment Opportunity and Affirmative Action
GBAA	Sexual Discrimination and Harassment
GBEA	Staff Ethics/Conflict of Interest
GBEB	Staff Conduct
GBEBC	Gifts to and Solicitations by Staff
GBEC	Drug-Free Workplace
GBED	Tobacco-Free Workplace/Staff No Smoking/Smoking (Also ADC)
GBGA	Staff Health
GBGB	Staff Personal Security and Safety
GBGD	Workers' Compensation
GBJ	Personnel Records and Files
GBK	Staff Concerns/Complaints/Grievances

GC Professional Staff

GCA	Professional Staff Positions
GCAA	Instructional Staff Positions
GCAAA	Teacher Positions
GCB	Professional Staff Contracts and Compensation
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules
GCBC	Professional Staff Supplementary Pay Plans/Overtime
G CBD	Professional Staff Fringe Benefits
GCCA	Instructional Staff Leaves and Absences
GCCAA	Instructional Staff Sick Leave
GCCAB	Instructional Staff Personal/Emergency/Legal/Religious Leave
GCCAC	Instructional Staff Maternity/Paternity/Parental Leave
GCCAD	Instructional Staff Military Leave
GCCAE	Instructional Staff Conferences/Training/Workshops
GCCAF	Instructional Staff Sabbaticals
GCCAG	Instructional Staff Extended Leave of Absence
GCCBD	Administrative Staff Military Leave
GCCBE	Administrative Staff Conferences/Training/Workshops
GCCBF	Administrative Staff Sabbaticals

GCDB	Administrative Staff Vacations and Holidays
GCE	Professional Staff Recruiting
GCF	Professional Staff Hiring
GCG	Part-Time and Substitute Professional Staff Employment
GCGA	Qualifications of Substitute Staff
GCI	Professional Staff Development
GCKA	Instructional Staff Assignments and Transfers
GCL	Professional Staff Schedules and Calendars
GCLA	Length of Instructional Staff Work Day
GCMA	Professional Staff Planning Time
GCNA	Supervision of Instructional Staff
GCOA	Evaluation of Instructional Staff
GCQA	Instructional Staff Reduction in Force
GCQC	Resignation of Instructional Staff
GCQD	Resignation of Administrative Staff
GCQE	Retirement of Professional Staff
GCQF	Discipline, Suspension and Dismissal of Professional Staff
GCS	Professional Research and Publishing

GD Support/Classified Staff

GDA	Support Staff Positions
GDB	Support Staff Contracts and Compensation
GDBA	Support Staff Salary Schedules
GDBC	Support Staff Supplementary Pay/Overtime
GDBD	Support Staff Fringe Benefits
GDD	Support Staff Vacations and Holidays
GDE	Support Staff Recruiting
GDF	Support Staff Hiring
GDG	Part-Time and Substitute Support Staff Employment
GDK	Support Staff Schedules and Calendars
GDO	Evaluation of Support Staff
GDQB	Resignation of Support Staff
GDQC	Retirement of Support Staff
GDQD	Discipline, Suspension and Dismissal of Support Staff

SECTION G: PERSONNEL

Section G of the NEPN/NSBA classification system contains policies, regulations, and exhibits on all school employees except for the superintendent (policies on the school chief are located in Section C, General Administration). The category is divided into three main divisions: GB has policies applying to all school employees or to general personnel matters; GC refers to instructional and administrative staff; and GD refers to support or classified staff.

GA	Personnel Goals/Priority Objectives
GAA	Evaluation of Personnel System
GB	General Personnel Policies
GBA	Open Hiring/Equal Employment Opportunity and Affirmative Action
GBAA	Sexual Discrimination and Harassment
GBAB	Pay Equity
GBB	Staff Involvement in Decision Making
GBC	Staff Compensation
GBCA	Merit/Performance Pay Programs
GBD	Communications with Staff (also BHC)
GBE	Staff Rights and Responsibilities
GBEA	Staff Ethics/Conflict of Interest
GBEB	Staff Conduct
GBEBA	Staff Dress Code
GBEBB	Staff Conduct with Students
GBEBC	Gifts to and Solicitations by Staff
GBEC	Drug-Free Workplace (also ADB)
GBED	Tobacco-Free Workplace (also ADC)/ Staff No Smoking/Smoking
GBF	Staff Working on Federal/State Grants
GBG	Staff Welfare/Protection
GBGA	Staff Health
GBGB	Staff Personal Security and Safety
GBGC	Employee Assistance/Wellness Programs
GBGD	Workers' Compensation
GBH	Staff Participation in Community Activities
GBI	Staff Participation in Political Activities
GBJ	Personnel Records and Files
GBJA	Confidential Information and Disclosure of Information
GBJB	Access to Personnel Files
GBK	Staff Concerns/Complaints/Grievances
GBL	Staff Awards and Recognition
GC	Professional Staff
GCA	Professional Staff Positions
GCAA	Instructional Staff Positions
GCAAA	Teacher Positions
GCAAB	Guidance and Health Staff Positions
GCAAC	Resource Staff Positions
GCAB	Administrative Staff Positions
GCB	Professional Staff Contracts and Compensation
GCBA	Instructional Staff Contracts/ Compensation/Salary Schedules
GCBA A	Merit/Performance Pay for Instructional Staff
GCB B	Administrative Staff Contracts and Compensation/Salary Schedules
GCB B A	Merit/Performance Pay for Administrative Staff
GCBC	Professional Staff Supplementary Pay Plans/Overtime
GCBD	Professional Staff Fringe Benefits

GCC	Professional Staff Leaves and Absences
GCCA	Instructional Staff Leaves and Absences
GCCAA	Instructional Staff Sick Leave
GCCAB	Instructional Staff Personal/Emergency/ Legal/Religious Leave
GCCAC	Instructional Staff Maternity/Paternity/Parental Leave
GCCAD	Instructional Staff Military Leave
GCCAE	Instructional Staff Conferences/ Training/Workshops
GCCAF	Instructional Staff Sabbaticals
GCCB	Administrative Staff Leaves and Absences
GCCBA	Administrative Staff Sick Leave
GCCBB	Administrative Staff Personal/Emergency/ Legal/Religious Leave
GCCBC	Administrative Staff Maternity/Paternity/ Parental Leave
GCCBD	Administrative Staff Military Leave
GCCBE	Administrative Staff Conferences/Training/ Workshops
GCCBF	Administrative Staff Sabbaticals
GCD	Professional Staff Vacations and Holidays
GCD A	Instructional Staff Vacations and Holidays
GCD B	Administrative Staff Vacations and Holidays
GCE	Professional Staff Recruiting
GCEA	Recruiting of Instructional Staff
GCEB	Recruiting of Administrative Staff
GCEC	Posting and Advertising of Professional Vacancies
GCF	Professional Staff Hiring
GCFA	Hiring of Instructional Staff
GCFB	Hiring of Administrative Staff
GCFC	Professional Staff Certification and Credentialing Requirements
GCFD	Shortage of Professional Staff
GCG	Part-Time and Substitute Professional Staff Employment
GCGA	Qualifications of Substitute Staff
GCGB	Arrangements for Substitute Staff
GCGC	Job Sharing in Professional Staff Positions
GCH	Professional Staff Orientation and Training
GCHA	Mentor Teachers
GCHB	Mentor Administrators
GCI	Professional Staff Development
GCIA	Philosophy of Staff Development
GCIB	Inservice Requirements for Instructional Staff
GCIC	Inservice Requirements for Administrative Staff
GCID	Professional Staff Training, Workshops and Conferences
GCIE	Professional Staff Continuing Education
GCJ	Professional Staff Probation, Tenure, and Seniority
GCJA	Instructional Staff Seniority
GCJB	Administrative Staff Seniority
GCK	Professional Staff Assignments and Transfers
GCKA	Instructional Staff Assignments and Transfers
GCKB	Administrative Staff Assignments and Transfers
GCL	Professional Staff Schedules and Calendars
GCLA	Length of Instructional Staff Work Day
GCLB	Length of Administrative Staff Work Day
GCLC	Length of Instructional Staff School Year
GCLD	Length of Administrative Staff School Year
GCM	Professional Staff Work Load
GCMA	Professional Staff Planning Time
GCMB	Professional Staff Office Hours
GCMC	Parent Conferences, Staff Meetings, and School Meetings
GCMD	Instructional Staff Extra Duty
GCME	Administrative Staff Extra Duty

GCN	Supervision of Professional Staff
GCNA	Supervision of Instructional Staff
GCNB	Supervision of Administrative Staff
GCO	Evaluation of Professional Staff
GCOA	Evaluation of Instructional Staff
GCOB	Accountability of Instructional Staff
GCOC	Evaluation of Administrative Staff
GCOD	Accountability of Administrative Staff
GCP	Professional Staff Promotions and Reclassifications
GCPA	Promotion and Reclassification of Instructional Staff
GCPB	Promotion and Reclassification of Administrative Staff
GCQ	Professional Staff Termination of Employment
GCQA	Instructional Staff Reduction in Force
GCQB	Administrative Staff Reduction in Force
GCQC	Resignation of Instructional Staff
GCQD	Resignation of Administrative Staff
GCQE	Retirement of Professional Staff
GCQF	Discipline, Suspension, and Dismissal of Professional Staff
GCR	Nonschool Employment of Professional Staff
GCRA	Nonschool Employment of Instructional Staff
GCRB	Nonschool Employment of Administrative Staff
GCRC	Staff Consulting Activities
GCRD	Tutoring for Pay
GCS	Professional Research and Publishing
GCT	Exchange Teaching
GCU	Professional Staff Membership in Professional and Union Organizations
GCV	Professional Staff Facilities

GD	Support/Classified Staff
GDA	Support Staff Positions
GDAA	Fiscal Management and Office Positions
GDAB	Building and Grounds Management Positions
GDAC	Transportation and Food Management Positions
GDB	Support Staff Contracts and Compensation
GDBA	Support Staff Salary Schedules
GDBB	Merit/Performance Pay for Support Staff
GDBC	Support Staff Supplementary Pay/Overtime
GDBD	Support Staff Fringe Benefits
GDC	Support Staff Leaves and Absences
GDCA	Support Staff Sick Leave
GDCB	Support Staff Personal/Emergency/ Legal/Religious Leave
GDCC	Support Staff Maternity/Paternity/Parental Leave
GD CD	Support Staff Military Leave
GDCE	Support Staff Conferences/ Visitations/Workshops
GDD	Support Staff Vacations and Holidays
GDE	Support Staff Recruiting
GDEA	Posting and Advertising of Support Staff Vacancies
GDF	Support Staff Hiring
GDFA	Support Staff Qualifications and Requirements
GDFB	Support Staff Selection Process
GDFC	Shortage of Support Staff
GDG	Part-Time and Substitute Support Staff Employment
GDGA	Qualifications of Support Staff Substitutes
GDGB	Arrangements for Support Staff Substitutes
GDGC	Job-Sharing in Support Staff Positions
GDH	Support Staff Orientation and Training
GDI	Support Staff Probation, Tenure, and Seniority

GDJ	Support Staff Assignments and Transfers
GDK	Support Staff Schedules and Calendars
GDKA	Length of Support Staff Work Day
DKB	Length of Support Staff School Year
GDL	Support Staff Work Load
GDLA	Support Staff Extra Duty
GDLB	Support Staff Meetings
GDM	Support Staff Career Development
GDMA	Philosophy of Support Staff Career Development
GDMB	Support Staff Training, Conferences, and Workshops
GDMC	Support Staff Inservice Requirements
GDMD	Support Staff Continuing Education
GDN	Supervision of Support Staff
GDO	Evaluation of Support Staff
GDOA	Accountability of Support Staff
GDP	Support Staff Promotions and Reclassification
GDQ	Support Staff Termination of Employment
GDQA	Support Staff Reduction in Force
GDQB	Resignation of Support Staff
GDQC	Retirement of Support Staff
GDQD	Discipline, Suspension, and Dismissal of Support Staff
GDR	Nonschool Employment by Support Staff
GDS	Support Staff Membership in Professional/Union Organizations
GDT	Support Staff Facilities

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

GBA	Open Hiring/Equal Employment Opportunity and Affirmative Action
GBAA	Sexual Discrimination and Harassment
GBAA-R	Sexual Harassment (Grievance Procedure) — Regulation
GBB	Staff Involvement in Decision Making
GBEA	Staff Ethics/Conflict of Interest
GBEA-E	Staff Ethics/Conflict of Interest — Exhibit
GBEB	Staff Conduct (and Responsibilities)
GBEBC	Gifts to and Solicitations by Staff
GBEC	Drug-Free Workplace (Drug and Alcohol Use by Staff Members)
GBEC-E	Employee Acknowledgment Form Drug-Free Workplace Policy Statement — Exhibit
GBEF	Staff Training in Crisis Prevention, Recognition & Management
GBGA	Staff Health (and Physical and Mental Health Examination Requirements)
GBGA-R	Staff Health (Staff Members with HIV/AIDS) — Regulation
GBGB	Staff Personal Security and Safety
GBGD	Workers' Compensation
GBGD (Optional)	Workers' Compensation
GBGE	Staff Maternity/Paternity/Parental Leave
GBGF	Federally-Mandated Family Leave
GEGF-E	Certificate of Physician
GBGF-R	Federally-Mandated Family Leave — Regulation
GBGG	Staff Sick Leave
GBGH	Sick Leave Bank
GBGI	Staff Military Leave
GBGJ	Staff Bereavement Leave
GBGK	Staff Legal Leave
GBJ	Personnel Records and Files
GBK	Staff Concerns/Complaints/Grievances
GBK-R	Staff Concerns/Complaints/Grievances — Regulation
GC	Professional Staff
GCA	Professional Staff Positions
GCBA	Instructional Staff Contracts/Compensation/Salary Schedules
GCBC	Professional Staff Supplementary Pay Plans/Overtime
G CBD	Professional Staff Fringe Benefits
GCD	Professional Staff Vacations and Holidays
GCE/GCF	Professional Staff Recruiting/Hiring
GCE/GCF-R	Professional Staff Recruiting/Hiring — Regulation
GCG/GCGA	Part-Time and Substitute Professional Staff Employment/Qualifications of Substitute Staff

SECTION G – PERSONNEL (continued)

GCHA/GCHB	Mentor Teachers/Administrators
GCHC*	<i>Professional Staff Induction Program</i>
GCI	Professional Staff Development
GCID	Professional Staff Training, Workshops and Conferences
GCKA	Instructional Staff Assignments and Transfers
GCKB	Administrative Staff Assignments and Transfers
GCL	Professional Staff Schedules and Calendars
GCOA	Evaluation of Instructional Staff
GCOA-R	Evaluation of Instructional Staff — Regulation
GCOC	Evaluation of Administrative Staff
GCOC-R	Evaluation of Administrative Staff — Regulation
GCOD*	<i>Evaluation of Evaluators</i>
GCQA	Instructional Staff Reduction in Force
GCQA-R	Instructional Staff Reduction in Force — Regulation
GCQC/GCQD	Resignation of Instructional Staff/Administrative Staff
GCQE	Retirement of Professional Staff
GCQEA*	<i>Voluntary Early Retirement of Professional Staff Members</i>
GCQF	Discipline, Suspension and Dismissal of Professional Staff (and Contract Non-Renewal)
GCS	Professional Research and Publishing
GD	Support/Classified Staff
GDA	Support Staff Positions
GDBA	Support Staff Salary Schedules
GDBC	Support Staff Supplementary Pay/Overtime
GDBD	Support Staff Fringe Benefits
GDD	Support Staff Vacations and Holidays
GDE/GDF	Support Staff Recruiting/Hiring
GDE/GDF-R	Support Staff Recruiting/Hiring — Regulation
GDG	Part-Time and Substitute Support Staff Employment
GDO	Evaluation of Support Staff
GDO-R	Evaluation of Support Staff — Regulation
GDQB	Resignation of Support Staff
GDQD	Discipline, Suspension and Dismissal of Support Staff
GDQD-R	Discipline, Suspension and Dismissal of Support Staff — Regulation

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

The district shall 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.

Current practice codified 1995
Adopted: date of manual adoption
Revised April 26, 2012

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. 22-32-110 (1)(k)
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. 24-34-402 *et seq.* (*discriminatory or unfair employment practices*)

CROSS REFS.: AC, Nondiscrimination/Equal Opportunity

GBAA, Sexual Harassment

NOTE: State law defines "sexual orientation" as "a person's orientation toward heterosexuality, homosexuality, bisexuality, or transgender status or another person's perception thereof." C.R.S 24-34-301(7).

Sexual Harassment

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

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

Sexual harassment prohibited

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

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

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

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

1. Sex-oriented verbal "kidding," abuse or harassment.
2. Pressure for sexual activity.
3. Repeated remarks to a person with sexual implications.
4. Unwelcome touching, such as patting, pinching or constant brushing against another's body.

File: GBAA

5. Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades, employment status or similar personal concerns.
6. Sexual violence.

Reporting, investigation and sanctions

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

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

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

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

Filing of a complaint or otherwise reporting sexual 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.

Current practice codified 1995
Adopted: date of manual adoption
Revised April 26, 2012

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. 24-34-401 *et seq.* (discrimination or unfair employment practices)
C.R.S. 24-34-301 *et seq.* (Colorado Civil Rights Division procedures)

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

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.

Current practice codified 1995
Adopted: date of manual adoption
Modified November 21, 2013

LEGAL REFS.: 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. 24-34-402 (1) (*discriminatory and unfair employment practices*)
C.R.S. 24-34-402 (1)(h) (*nepotism provisions*)

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

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."

Staff Conduct

(And Responsibilities)

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

As representatives of the district and role models for students, all staff shall demonstrate and uphold high professional, ethical and moral standards. Staff members shall conduct themselves in a manner that is consistent with the educational mission of the district and shall maintain professional boundaries with students at all times 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 shall observe rules of conduct established in law which specify that a school employee shall not:

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

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

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

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

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

1. Faithfulness and promptness in attendance at work.

2. Support and enforcement of policies of the Board and regulations of the school administration in regard to students.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of school property.
5. Concern and attention toward the safety and welfare of students.

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 shall remain confidential except that the superintendent shall 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 shall apply to district employees. However, the restrictions shall not apply to employees who are required to carry or use deadly weapons in order to perform their necessary duties and functions.

Felony/misdemeanor convictions

If, subsequent to beginning employment with the district, the district 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 shall make inquiries to the Department of Education for purposes of screening the employee.

In addition, the district shall require the employee to submit a complete set of fingerprints taken by a qualified law enforcement agency 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 shall be forwarded to the Colorado Bureau of Investigation for the purpose of conducting a state and national fingerprint-based criminal history record check utilizing the records of the Colorado Bureau of Investigation and the Federal Bureau of Investigation.

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

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

Unlawful behavior involving children

The 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 or unlawful behavior involving children. Disciplinary action, including termination, may be taken if the inquiry discloses information relevant to the employee's fitness for employment.

Personnel addressing health care treatment for behavior issues

School personnel are prohibited under state law from recommending or requiring the use of psychotropic drugs for students. They are also prohibited from testing or requiring testing for a student's behavior without giving notice to the parent/guardian describing the recommended testing and how any test results will be used and obtaining prior written permission from the student or from the student's parent/guardian. See the 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 school personnel may have.

Current practice codified 1995

Adopted: Date of manual adoption

Revised October 24, 2002

Revised September 25, 2003

Revised December 12, 2003

Revised May 22, 2004

Revised July 28, 2011

Revised July 19, 2012

Revised November 21, 2013

Revised August 24, 2017

LEGAL REFS.: 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. 22-32-109 (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 (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 (6) (*requirement to terminate non-licensed employees for certain felony offenses*)

C.R.S. 22-32-109.9 (*licensed personnel – submittal of fingerprints*)

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

File: GBEB

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
JLF, Reporting Child Abuse/Child Protection
KFA, Public Conduct on School Property

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
- 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.

Approved August 24, 2017

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 that is neat and clean in appearance and appropriate to the activity, setting, and community. The superintendent has the final authority to decide what is appropriate 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 (e.g., midriffs, halter tops, backless clothing, tube tops, garments made of fishnet, mesh or similar material, muscle tops, etc.) that bare or expose traditionally private parts of the body including, but not limited to, the stomach, buttocks, back and breasts
4. 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 that 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

Adopted February 27, 2003

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

CROSS REF.: GBEB, Staff Conduct (and Responsibilities)
JICA, Student Dress Code

Gifts to and Solicitations by Staff

Gifts

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

Solicitations

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

As a matter of policy, the Board expects such activities to be kept to a minimum. The superintendent shall seek direction from the Board in instances where prior action has set no guidance as to a particular fund drive.

Current practice codified 1995
Adopted: date of manual adoption

LEGAL REF.: C.R.S. 24-18-104

CROSS REFS.: DJG, Vendor Relations
GBEB, Staff Conduct

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.

File: GBEC

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 November 6, 1990

Revised to conform with practice: date of manual adoption

Revised April 24, 2008

Revised April 25, 2013

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*)

CROSS REFS.: EEAEAA*, Drug And Alcohol Testing For Bus Drivers
GCQF, Discipline, Suspension and Dismissal of Professional Staff
GDQD, Discipline, Suspension and Dismissal of Support Staff
JICH, Drug and Alcohol Use by Students

Employee Acknowledgement Form
Drug-Free Workplace Policy Statement
Hinsdale County School District RE-1

I, THE UNDERSIGNED EMPLOYEE OF Hinsdale County School District RE-1,
have received a copy of the 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 (typed)

Employee signature

Date

Tobacco-Free Workplace

In order to promote the general health, welfare and well-being of students and staff, smoking, chewing or any other use of any tobacco products by staff shall be banned from all school property.

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

1. "School property" shall mean all property owned, leased, rented or otherwise used by a school including but not limited to the following:
 - a. All interior portions of any building or other structure used for instruction, administration, support services, maintenance or storage. The term shall not apply to buildings used primarily as residences, i.e., teacherages.
 - b. All school grounds over which the school exercises control including areas surrounding any building, playgrounds, athletic fields, recreation areas and parking areas.
 - c. All vehicles used by the district for transporting students, staff, visitors or other persons.
2. "Tobacco" shall include cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and all other kinds and forms of tobacco prepared in such manner as to be suitable for chewing, smoking or both. "Tobacco" shall include cloves or any other product packaged for smoking.
3. "Use" shall mean lighting, chewing, inhaling or smoking any tobacco product.

This policy shall be published in employee handbooks, posted on bulletin boards and announced in staff meetings.

Employees found to be in violation of this policy shall be subject to appropriate disciplinary action.

Current practice codified 1995
Adopted: date of manual adoption

File: GBED

LEGAL REFS.: 20 U.S.C. §6083 (Federal law prohibits smoking in any indoor facility used to provide educational services to children.)
C.R.S. 22-32-109 (1)(bb)
C.R.S. 25-14-103.5
6 CCR 1010-6, Rule 5-306

CROSS REFS.: ADC, Tobacco-Free Schools
GCQF, Discipline, Suspension and Dismissal of Professional Staff
GDQD, Discipline, Suspension and Dismissal of Support Staff

Staff Use of the Internet and Electronic Communications Acceptable Use Policy

The Internet and electronic communications¹ 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.

Blocking or filtering obscene, pornographic and harmful information

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

No expectation of privacy

District technology devices are owned by the district. Staff members shall have no expectation of privacy when using the Internet or electronic communications. The district reserves the right to monitor, inspect, copy, review and store (at any time and without prior notice) all usage of district technology devices, including all Internet and electronic communications access and transmission/receipt of materials and information. All material and information accessed/received through district 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 records 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 of destructive devices or weapons
- that contains pornographic, obscene or other sexually oriented materials, either as pictures or writings, that are intended to stimulate erotic feelings or appeal to prurient interests in nudity, sex or excretion
- that harasses, threatens, demeans, or promotes violence or hatred against another person or group of persons with regard to race, color, sex, religion, national origin, age, marital status, sexual orientation, disability or handicap
- for personal profit, financial gain, advertising, commercial transaction or political purposes
- that plagiarizes the work of another without express consent
- that uses inappropriate or profane language likely to be offensive to others in the school community
- that is knowingly false or could be construed as intending to purposely damage another person's reputation
- in violation of any federal or state law, including but not limited to copyrighted material and material protected by trade secret
- that contains personal information about 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
- that conveys a message in any form (text, image, audio or video) that intimidates, harasses, or is otherwise intended to insult, or humiliate another in a deliberate, repeated, or hostile and unwanted manner

Security

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

Staff members shall not:

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

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

Confidentiality

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

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

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

Vandalism

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

Unauthorized 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 fees.

Staff member use is a privilege

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

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

¹ Communication systems include e-mail, web sites, cell phones, text messaging, instant messaging, blogging, podcasting, and/or other emerging technologies.

Adopted October 24, 2002

Revised April 24, 2008

Revised July 25, 2013

LEGAL REFS.: 47 U.S.C. 254(h) (Children's Internet Protection Act of 2000)
 47 U.S.C. 231 *et seq.* (Child Online Protection Act of 2000)
 20 U.S.C. 6801 *et seq.* (Elementary and Secondary Education Act)
 C.R.S. 22-87-101 *et seq.* (*Children's Internet Protection Act*)
 C.R.S. 24-72-204.5 (*monitoring electronic communications*)

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

I have read, understand and will abide by the district's policy on Staff Use of the Internet and Electronic Communications. Should I 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.

My signature on this Acceptable Use Agreement is binding and indicates that I 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

Liability of School Personnel/Staff Protection

Protection from lawsuits

In order to provide teachers, principals and other school professionals the tools they need to maintain order, discipline and an appropriate environment, state and federal law provide certain liability protections. The federal liability protections preempt state law to the extent state law is inconsistent, but do not preempt state law that is consistent and provides additional protection from liability. Applicability of state and federal liability protections to specific circumstances shall be made on a case-by-case basis. Exceptions stated in state and federal law may reduce or preclude liability protection.

Immunity for enforcement of discipline code

An act of a teacher or other employee shall not be considered child abuse if the act was performed in good faith and in compliance with Board policy and procedures.

A teacher or any other person acting in good faith and in compliance with state and federal law and regulation, the discipline code adopted by the Board and other policies, regulations, rules and procedures of the district shall be immune from civil liability, unless the person acted willfully or wantonly, for:

1. taking action regarding the supervision, grading, suspension, expulsion or discipline of a student
2. making a report consistent with federal law to the appropriate law enforcement authorities or officials of a school or school district if the employee had reasonable grounds to suspect that the student was:
 - under the influence of or in possession of alcohol or a controlled substance not lawfully prescribed to the student
 - in possession of a firearm
 - involved in the illegal solicitation, sale or distribution of alcohol, a controlled substance not lawfully prescribed to the student or a firearm

A teacher or any other person claiming immunity from criminal prosecution may file a motion with the court prior to trial. If immunity is not granted and a criminal action is brought, it is an affirmative defense that a person is acting in good faith and in compliance with the discipline code.

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

Disciplinary information to school personnel

In accordance with state law, the superintendent is required to communicate disciplinary information concerning any student enrolled in the school to any teacher who has direct contact with the student in the classroom and to any counselor who has direct contact with the student. The purpose of this requirement is to keep

File: GBG

school personnel apprised of situations that could pose a risk to the safety and welfare of others.

For purposes of this policy, "disciplinary information" means confidential records maintained by or in possession of the superintendent on an individual student which indicate the student has committed an overt and willful act which constitutes a violation of the district's code of student conduct and/or there is reasonable cause to believe, through information provided to the superintendent from another credible source, that the student could pose a threat to the health and safety of other students and school personnel based on prior misbehavior.

"Disciplinary information" is intended to include only that information of a serious nature that is not otherwise available to teachers and counselors as part of the education records maintained on students or other reports of disciplinary actions. It is appropriate for instructional staff members to request disciplinary information from the superintendent on students in their classrooms if there is concern that the student poses a threat to the safety of other students or school officials.

Any teacher or counselor to whom disciplinary information is reported shall maintain the confidentiality of the information and shall not communicate it to any other person. The superintendent is required to inform the student and the student's parent/guardian when disciplinary information is communicated and to provide a copy of the disciplinary information. The student and/or the student's parent/guardian may challenge the accuracy of disciplinary information through district procedures in place for amending educational records.

False reports against employees

State law provides criminal penalties for certain persons, including students at least ten years of age, who intentionally make false accusations of criminal activity against school district employees.

Adopted July 24, 2003

Revised September 25, 2003

Revised April 16, 2008 to update legal references

LEGAL REFS: C.R.S. 22-12-101 *et seq.* (Teacher and School Administrator Protection Act)
C.R.S. 22-32-109.1 (9) (immunity provisions in safe schools law)
C.R.S. 22-32-126 (5) (disciplinary information to staff)
C.R.S. 24-10-102 *et seq.* (governmental immunity)
20 U.S.C. 6731 through 6738 (Coverdell Teacher Protection Act contained in No Child Left Behind Act of 2001 limits the liability of school personnel)

CROSS REFS.: GCQF, Discipline, Suspension and Dismissal of Professional Staff
JK, Student Discipline and subcodes

Staff Health

(And Physical and Mental Health Examination Requirements)

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

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

Routine physical examinations

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

Special examinations

The Board recognizes that an individual's medical diagnosis is privileged information between the patient and medical professionals. However, whenever a staff member's medical condition is such that it interferes with his ability to perform his duties or there is an unacceptable risk to the health and safety of others, the district has a responsibility to 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 his ability to perform his duties or which may pose an unacceptable risk to the health, safety or welfare of the employee or others. The school district shall select the medical professional to conduct such examination.

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 take action to suspend and/or terminate the employee in accordance with applicable policies and regulations.

Readily-transmitted communicable diseases

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

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

HIV infection

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

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

Confidentiality

In all instances, district personnel shall respect the individual's right to privacy and treat any medical diagnosis as confidential information. The superintendent shall initiate procedures to insure that all medical information will be held in strict confidence. Any school staff member who violates confidentiality shall be subject to appropriate disciplinary measures.

Current practice codified 1995
Adopted: date of manual adoption

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)
C.R.S. 8-2-118
C.R.S. 22-32-110 (1)(k)
C.R.S. 22-63-301
C.R.S. 24-34-401 *et seq.*
C.R.S. 25-4-101 *et seq.*
1 CCR 301-26, Rules 4204-R-201

CROSS REFS.: ACE, Nondiscrimination on the Basis of Handicap/Disability (Compliance with Section 504)
EBBA, Prevention of Disease/Infection Transmission
GBA, Open Hiring/Equal Employment Opportunity and Affirmative Action
GBJ, Personnel Records and Files
GCCAA/GCCBA, Instructional Staff/Administrative Staff Sick Leave
GCQF, Discipline, Suspension and Dismissal of Professional Staff Members
GDQD, Discipline, Suspension and Dismissal of Support Staff Members

Staff Health

(Staff Members with HIV/AIDS)

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

These procedures also will apply whenever a school official has reasonable cause to suspect that a staff member is seriously ill and the illness is affecting his ability to perform his job responsibilities or posing an unacceptable risk to the health and safety of 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 his duties, when the employee displays persistent physical symptoms of illness, or where there is similar reasonable evidence of such disease.

Reporting suspected or confirmed cases

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

It is improper for any employee who has knowledge or reasonable grounds to suspect that he is infected with a communicable disease to willfully expose or infect another with such a 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 is afflicted with an illness which is interfering with job performance or posing an unacceptable health risk to others, the supervisor will notify the school officer immediately. The school officer will confer individually with the supervisor and the staff member to assess the situation.

Evaluation of employment status

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

physician, a qualified public health official who is responsible for such determinations and the infected person.

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

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

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

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

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

Confidentiality

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

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

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

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

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

Current practice codified 1995

Approved: date of manual adoption

Staff Training in Crisis Prevention and Management

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

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

Adopted October 11, 2000

LEGAL REFS.: C.R.S. 22-32-110 (1)(k) (*professional inservice training*)
CROSS REFS.: JIH, Student Interrogations, Searches and Arrests
JIHB, Parking Lot Searches
JIHC, Use of Metal Detectors
KDE, Crisis Prevention and Management
KLG, Relations with Law Enforcement Authorities

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

Communication of disciplinary information to teachers/counselors

The superintendent 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 March 2, 1992

Revised to conform to practice: date of manual adoption

Legal references revised to conform to current law: November 16, 2000

Revised April 24, 2008

File: GBGB

LEGAL REFS.: 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) *(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 who is temporarily disabled and unable to work as the result of an injury arising out of and in the course of his employment shall be placed on workers' compensation leave for the period of time the employee applies and is eligible for workers' compensation benefit payments.

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 in accordance with state law. To the extent that the indemnity payment is less than an employee's weekly wage or equivalent, the employee is entitled to 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 his 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.

Employees shall continue to have school district insurance coverage while the employee is under a temporary total disability for a period of time not to exceed 90 days. At such time, the employee shall be given the option of directly assuming payment of the district's costs for such benefits or discontinuing the coverage until he returns to work and again is eligible for benefits.

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

Current practice codified 1995
Adopted: date of manual adoption

LEGAL REFS.: C.R.S. 8-42-101 *et seq.*
C.R.S. 8-42-105

CROSS REFS.: GCCAA, Instructional Staff Sick Leave
GDD, Support Staff Vacations and Holidays

Parental Leave

Parental leave of absence for up to 48 contracted days at 75% current salary may be granted to staff members for the purpose of pregnancy, childbirth, or adoption. 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 the event that two parents of the same child(ren) are both employed with the district, parental leave can be taken simultaneously for up to 12 contracted days. The remainder of each employee's leave shall be taken separately.

The request for leave will be made to the superintendent as early as possible by the employee, and no less than 3 months prior to the requested start of the leave date. If the parental leave request is refused, the staff member may appeal to the Board of Education.

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 employee on parental leave shall not substitute in the school district during the period of leave.

Adopted May 11, 2017

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

Federally-Mandated Family Leave

The provisions of this policy shall apply to all family and medical leaves of absence except to the extent that paid leaves are covered under other District policies for any part of the 12 weeks of leave to which the employee is entitled. If an employee is entitled to paid leave under another policy, the employee shall take the paid leave first.

To be eligible for 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 be eligible for family leave. An eligible employee shall be entitled to a combined total of 12 weeks' leave per year under particular circumstances that are critical to the life of a family.

Leave may be taken upon the birth and for the first-year care of the employee's child; upon the placement of a child with the employee for adoption or foster care; when the employee is needed to care for a child, spouse or parent who has a serious health condition; or when the employee is unable to perform the functions of the position because of a serious health condition.

Spouses who are both employed by the district shall be entitled to a total of 12 weeks of leave (rather than 12 weeks each) for the birth or adoption of a child or for family illness.

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*.

If medically necessary for a serious health condition of the employee or the employee's spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule subject to certain conditions which pertain to instructional employees. 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.

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 (up to 12 weeks). 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.

Reinstatement shall be determined in accordance with any applicable Board policies. 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

File: GBGF

denies 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.

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

Adopted November 21, 2002

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

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

Note 1: This law provides that the district shall not be in violation of other federal laws such as those governing the district's responsibility to educate handicapped children solely as the result of an eligible employee taking family medical leave.

Note 2: The Family and Medical Leave Act applies to all educational institutions, including school districts. However, an employee is only eligible for family and medical leave if he or she is employed at a worksite where at least 50 employees are employed within 75 miles.

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Personal Leave

The Board desires to provide a system of paid personal leave that best serves the needs of the district and its employees.

District employees shall be entitled to eight (8) days of personal leave per contract year, which shall accrue on the first day of the then-current contract year. Employees who start work with the district after the beginning of the contract year shall receive personal leave on a prorated basis. The district's contract year generally begins around August 15 and generally ends around August 14.

Employees may accumulate and carry over for use in subsequent contract years up to fifty (50) days of accrued but unused personal leave. Accrued but unused personal leave in excess of fifty (50) days may not be carried over for use in subsequent contract years. Such leave shall be used, donated to the personal leave bank, or paid out at the end of the contract year at a flat rate of \$150 for licensed employees and \$75 for non-licensed employees.

Personal leave days may be taken for personal illness, personal business matters, personal family matters, and other personal matters not normally covered by other paid leave. Employees shall notify the superintendent regarding the planned use of personal leave days as far in advance as possible. Personal leave days immediately preceding or following school vacation days are discouraged.

Employees may use up to 16 days of leave per contract year. Employees may petition the Leave Committee (see Policy GBGH) in writing for permission to use greater than 16 days of leave in one contract year. The Leave Committee shall indicate in writing to the employee and the superintendent the decision regarding the petition.

Should an employee take leave days in excess of 16 days in a contract year and without the permission of the Leave Committee, the employee shall forfeit their current daily salary rate for each day of leave taken. Such days in excess of 16 days shall not be deducted from accrued leave.

Personal leave days shall be reflected on each employee's monthly paystub. If the employee believes that the number of personal leave days is inaccurate, the employee shall immediately notify the superintendent. Thereafter, an adjustment may be made as determined by the superintendent. The superintendent's decision shall be final.

Upon an employee's separation or retirement from the district, the employee shall have the following options:

1. Donate accrued but unused personal leave to the personal leave bank;
or

2. Receive compensation for accrued but unused personal leave at a rate equal to his/her most recent four-year average daily salary rate; or
3. Do a combination of 1 and 2.

Grandfathered Leave

Employees who are currently employed with the district, and were employed with the district as of the 2015-2016 contract year shall receive as grandfathered leave four (4) accrued but unused personal days for each year of continuous employment with the district during 2015-2016 and previous years. Such accrued but unused leave shall count toward the fifty (50) day accumulated leave cap. Upon an employee's voluntary separation or retirement from the district, grandfathered leave shall be donated/compensated in the manner set forth above.

Adopted January 3, 1989
Revised May 22, 2004
Revised January 27, 2005
Revised July 30, 2009
Revised May 11, 2017

LEGAL REFS.: C.R.S. 14-15-101 *et seq* (Colorado Civil Union Act)

CROSS REFS.: GBGH, Personal Leave Bank

Personal Leave Bank

The Board hereby establishes a personal leave bank (the "Leave Bank") for district employees. The purpose of the Leave Bank is to provide a source of personal leave for an employee who has a need for personal leave and has used up all accumulated leave or for a new employee who has not accumulated leave to use.

Initial Balance

The Leave Bank shall have a July 1, 2017, initial balance of sixteen (16) leave days.

Enrollment

An employee shall be automatically enrolled in the Leave Bank unless the employee completes and returns the approved opt-out form by October 1 of each year. Initial enrollment in the Leave Bank requires a contribution equal to one day of the employee's annual leave.

Opt-out decisions will remain in effect for the duration of the employee's employment unless the employee elects, in writing, to become a member of the Leave Bank during the open enrollment period (annually July-September) in subsequent contract years.

New employees hired after October 1 shall have ten (10) school days from the date of contract approval to opt out of the Leave Bank. After initial enrollment in the Leave Bank, employees may remain members of the Leave Bank by contributing one day of personal leave per year as determined by the Leave Bank Committee unless they submit the opt-out form to withdraw from the Leave Bank during the open enrollment period.

Any leave days remaining in the Leave Bank at the end of a school year will accumulate and carry over to the subsequent school year.

Administration

The Leave Committee will administer the Leave Bank in accordance with this policy. The Committee shall be comprised of three members of the Leave Bank, including one licensed employee, one non-licensed employee, and the district business manager. One additional member of the Leave Bank, either licensed or non-licensed, shall serve as an alternate member of the Committee. Decisions of the Committee shall be made by majority vote of the Committee. The licensed and non-licensed members of the Committee shall be elected during August professional development days by a vote of the district staff, not to include the superintendent.

The district business manager shall chair the Committee, including publicizing procedures for becoming a member of the Leave Bank to all employees at the beginning of each school year, receiving requests for use of Leave Bank days, writing decisions of the Committee to share with the applicant and superintendent, and sharing an annual report of the Leave Bank with all members of the Leave Bank by October 15 each year.

Leave Bank members are eligible to receive up to sixteen (16) personal leave days per contract year in accordance with this policy. Application for Leave Bank benefits shall be made in writing on a form provided by the Committee. The application shall be accompanied by documentation to support the basis for the request.

The Committee shall review each application and determine whether it will be denied, granted, or granted in part. In making these determinations, the Committee will consider the following factors:

1. Member's past conservation and fair use of leave policies.
2. The seriousness of past and current needs for leave.
3. Any unusual circumstances involved.

In reaching a decision, the Committee also will review information presented by Leave Bank members and may consider information available from any other source while always respecting the confidentiality of the applicant.

The Committee shall notify the applicant and the superintendent's office of its decision in written form.

Adopted May 11, 2017

CROSS REFS.: GBGG, Staff Personal Leave
GBGK, Staff Legal 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 for employees, when necessary, 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.

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.

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.

The superintendent shall request that an employee be excused from jury duty service or the service delayed provided the special nature of the employee's qualifications would make it difficult to secure an adequate substitute or if the timing of the proposed jury service affords a threat to the welfare of the school or the students concerned.

Adopted April 27, 2017

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

Personnel Records and Files

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

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

Adopted December 4, 1984

Revised May 13, 1991

Revised to conform to practice: date of manual adoption

Legal references revised to conform to current law: November 27, 2000

Revised November 21, 2013

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

Other district employees

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

Immunity provisions

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

Copy to employee

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

Adopted July 24, 2001

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 violation of Board of Education policies or administrative regulations that apply to all employees.

Communications, suggestions and complaints that may arise shall follow appropriate channels based on an individual's regular assignment. Communications, suggestions or complaints shall be referred to the Board if satisfactory adjustments cannot be made at the administrative level. Items not resolved at the administrative level shall be referred to the superintendent and his staff for presentation to the Board. If necessary, a hearing will be provided during an open meeting in which all interested parties shall be invited to attend. The Board may hold the hearing in executive session, depending on the nature of the problem.

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 school personnel.

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

Adopted November 6, 1984

Revised to conform with practice: date of manual adoption

Nondiscrimination on the Basis of Sex (Grievance Procedure)

Step 1

1. The grievant will prepare and file the grievance with the superintendent on forms provided by the district.
2. The superintendent will investigate the complaint with the parties concerned in the grievance within 10 working days after the grievance has been filed.
3. The superintendent will issue a written report setting forth his findings and recommendations for the resolution of the grievance within five working days after the conclusion of the investigation.
4. The grievance will be considered resolved if the grievant and the district accept the recommendations of the superintendent or if the grievant fails to file the grievance at step 2 within the time limits set forth in these regulations.
5. If no written report has been issued within the time limits set forth in "c" above or if the grievant or district rejects the recommendations of the superintendent, the grievant will be free to file the grievance at step 2.

Step 2

1. The grievant will file the grievance with the designated agent of the Board within 10 days of the date the report of the superintendent is issued or should have been issued. This designated agent can be an employee of the district but cannot be the superintendent.
2. Within 10 working days of the receipt of the grievance, the Board's agent will conduct a hearing with all parties involved in the grievance.
3. Within five working days of the completion of the hearing, the Board's agent will prepare and issue a report setting forth recommendations for the resolution of the grievance.
4. The grievance will be considered resolved if the grievant accepts the recommendation of the Board's agent or if the grievant fails to file the grievance at step 3 within the time limits set forth by these regulations.
5. If no written report has been issued within the time limits set forth in "c" above or if the grievant or district rejects the recommendations of the Board's agent,

the grievant will be free to file the grievance at step 3 within 10 days of the date the recommendations of the Board's agent is issued or should have been issued.

Step 3

The third step of this procedure will be conducted by a mutually selected compliance panel.

1. The grievant will file the grievance by delivering it to the Board within the time limits set forth by these regulations. Such filing will name the person selected by the grievant to sit upon an ad hoc compliance panel.
2. Within five days of receipt of the grievance, the ranking officer of the Board will appoint one member to the compliance panel.
3. The two members so selected will meet and mutually agree upon a third panel member who will be the chairman of the panel. In the event the two members are unable to agree upon a third panel member within three days, they will request the presiding judge of the Seventh Judicial District to appoint a chairman.
4. Within 10 working days of the filing of the grievance at step 3, the compliance panel will convene, hear the testimony of all involved parties and seek such legal guidance as it deems necessary. The compliance panel will have the authority to call witnesses and to establish the procedures for the hearing.
5. Within 25 working days of the filing of the grievance at step 3, the compliance panel will issue its findings of fact and specific recommendations for the resolution of the grievance to both the grievant and the Board. The grievance will be considered resolved if the recommendations of the panel are accepted by the Board and the grievant.
6. The actual and necessary expenses of the panel will be jointly borne by the Board and the grievant.

Current practice codified 1995

Approved: date of manual adoption

Professional Staff

[NOTE: Policies and regulations in the GC section (Professional Staff) pertain only to instructional and administrative staff members.]

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 ineffectiveness, as defined by applicable rules of the State Board of Education.

[NOTE: This definition reflects the statutory definition of "probationary teacher." C.R.S. 22-63-103 (7). The applicable State Board of Education rules are broader and define "probationary teacher" to include a nonprobationary teacher who has had two consecutive years of ineffective or partially effective performance ratings. 1 CCR 301-87, Rule 3.03 (D)(1), (2). The district should consult with its own legal counsel to determine the district's definition of "probationary teacher."]

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 June 5, 1985

Revised to conform to practice: date of manual adoption

Legal references revised to conform to current law: November 16, 2000

Legal references revised to conform to current law: April 24, 2008

Revised November 21, 2013

LEGAL REFS.: 20 U.S.C. 6319 (*definition of highly qualified teacher contained in No Child Left Behind Act of 2001*)
34 C.F.R. 200.55 (*federal regulations regarding highly qualified teachers*)
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.

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

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

Current practice codified 1995

Adopted: date of manual adoption

Legal references updated April 18, 2008

LEGAL REFS.: 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)*
20 U.S.C. 6310 *(teacher requirements under No Child Left Behind Act of 2001)*
34 C.F.R. 200.55 *(federal regulations regarding highly qualified teachers)*
34 C.F.R. 200.58, 200.59 *(federal regulations regarding paraprofessional qualifications)*

Highly Qualified Teachers

Pursuant to federal law, teachers of core academic subjects (English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography) must be highly qualified as defined by the State of Colorado, as follows:

Elementary School (K-6) Teacher

A highly qualified elementary school teacher is an elementary school teacher who holds at least a Colorado Provisional Teacher License, with an endorsement in "Elementary Education." To qualify for such a license the highly qualified elementary teacher must:

1. possess a Bachelor's degree
2. have completed an approved regular or alternative teacher education preparation program
3. have passed the Colorado state education content area test

Secondary School Teacher (teaching only in his/her academic major field)

A highly qualified secondary school teacher is a teacher who holds at least a Colorado Provisional Teacher License, with an endorsement in a field consistent with his/her academic major. To qualify for such a license the highly qualified secondary teacher must:

1. possess a Bachelor's degree
2. have completed an approved regular or alternative teacher education preparation program in secondary education
3. have passed the Colorado state content area test in his/her major teaching area

Secondary School (7-12) Teacher (teaching in more than one field)

A highly qualified secondary teacher who teaches in more than one field, must in addition to the qualifications listed above, have at least 24 semester hours of specific college preparation in each field or subject area in which he/she teaches or have passed the Colorado state teacher content area test in each of the fields in which he/she teaches.

Alternatively-prepared teachers

A highly qualified alternatively-prepared (alternative or teacher in residence program) elementary or secondary teacher will be considered highly qualified while in the alternative program if the teacher:

File: GCAA

1. receives high quality professional development that is sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction, before and while teaching; and
2. participates in a program of intensive supervision that consists of structured guidance and regular ongoing support for teachers or in a teacher mentoring program; and
3. participates in a program that does not exceed three years in duration; and
4. demonstrates satisfactory progress towards full licensure.

Adopted March 17, 2005

LEGAL REFS.: 20 U.S.C. 1119 (*definition of highly qualified teacher contained in No Child Left Behind Act of 2001*)
34 C.F.R. 200.55 (*federal regulations regarding highly qualified teachers*)

CROSS REFS.: GCE/GCF, Professional Staff Recruiting/Hiring
GCA, Professional Staff Positions

Commitment to Quality Instruction

The Board of Directors of Hinsdale County School District RE-1 believes that every student deserves to be taught by a talented, competent, dedicated and highly qualified teacher. Student learning is linked to teacher clarity, enthusiasm and variability of instructional approaches. To this end, Hinsdale County School District will offer quality teachers and staff a professional environment and communicate and expect high standards of professional behavior.

Expectations of teachers providing high quality instruction include:

- Thorough knowledge of the subject matter, curriculum and content standards
- An understanding of teaching and learning in a multi-aged, small community setting
- Open, respectful and welcoming communication with students, parents, staff and community members
- Establishing classrooms that are respectful, safe, fair and pleasurable
- Flexibility, creativity and adaptability
- Varied instruction that is adapted to meet needs, pace and interests of individual learners
- Analysis of student work and learning and the ability to make adjustments to teaching methods and tools as necessary
- Clear, consistent and fair evaluation that is also used as an informational tool to improve teaching practice
- Learning experiences that are relevant, challenging and motivating
- Ability to assess, plan and problem solve with colleagues
- Experiential, inquiry-oriented, higher order learning practices
- Creative and active student engagement in Hinsdale County's unique mountain environment, local scientific research, history, culture and art through assignments, projects, field trips, field studies

Adopted March 17, 2005

CROSS REFS.: Policy Governance Manual, *Directional Policy 6-A*

Teacher Positions

Duties and responsibilities

1. Teachers will be assigned to positions by the superintendent and will be responsible directly to him.
2. Teachers will be responsible for the care, instruction and discipline of students in their care as assigned by the superintendent.
3. Teachers will be responsible for carrying out policies and regulations regarding student conduct developed by the administration.
4. Teachers will abide by Board policies and regulations.
5. Teachers promptly will report to the superintendent any serious accident or illness affecting any children in their charge. They will recognize the importance of safety and safety education and instruct students regarding safety issues wherever appropriate.
6. During regular school hours, teachers will release students to custodial parents only. Students will not be released to persons other than custodial parents without a written request approved by the superintendent.
7. Teachers will administer the grading system or other measures of student evaluation, achievement and progress that may be developed for the school. Teachers will report student progress to parents as directed by the superintendent.
8. Teachers will work in close cooperation with each other in areas such as research, guidance, health and special programs.
9. Teachers will participate in curriculum and training-in-service programs and in such activities of school service as may need their assistance to be effectively carried out.
10. Teachers will not furnish lists of student or teacher names or addresses to anyone other than school officials.
11. Teachers will not permit any commercial advertising in their classrooms except that which is approved by the office.
12. Teachers will keep all required records including lesson plans. They will report grades and attendance to the office in the manner prescribed by the administration.

13. Teachers will keep inventories of all property under their care and make reports to the superintendent at the close of each school year.
14. Teachers will supervise halls, rooms, bus loading and playgrounds closely as directed by the superintendent.
15. Teachers will read and adhere to the Code of Ethics of the National Education Association and the Colorado Professional Practices Commission.
16. Teachers will not use school time to interview commercial agents or others regarding personal business. They will not use school time to speak to salesmen or representatives regarding school supplies and equipment unless approval is given by the superintendent.
17. Teachers will not leave their classrooms or the school without notifying the superintendent and obtaining the superintendent's approval.
18. Teachers will perform such other duties as the superintendent may direct.

Current practice codified 1995

Approved: date of manual adoption

TEACHER EMPLOYMENT CONTRACT

This Teacher Employment Contract, entered into this day of , 20 , by and between _____["Teacher"] and Hinsdale County School District RE-1 ["SCHOOL DISTRICT"].

WITNESSETH

WHEREAS, the Board of Directors of the DISTRICT at a regular meeting held April 24, 2001 at the Lake Fork Middle School has authorized the President and Secretary of said Board of Directors to execute this Contract for and on behalf of the DISTRICT.

NOW THEREFORE, in consideration of the premises and the promises and conditions contained herein the parties hereto agree as follow.

1. The term of this Contract shall be for a period commencing on August __, 20 and ending on August __, 20 . This contract is for the one year term specified in this paragraph and may be renewed or extended only by written mutual agreement of the parties hereto or as otherwise required by law.
2. The DISTRICT shall pay to TEACHER a salary at a rate based on a gross annual amount of _____ payable in twelve equal installments, plus such additional amounts, if any, as may be due under policies of the DISTRICT for assigned extra duty performed by the TEACHER. If this Contract is terminated or abandoned prior to the performance of all services required hereunder, the TEACHER shall be paid through the last date services were performed at the rate described in this paragraph, and shall have no right or claim to additional compensation.
3. Deductions authorized by law or board policy shall be made by the Board of Directors of the DISTRICT from the monthly installments of the salary due the TEACHER.
4. The TEACHER agrees to perform such reasonable activities and assignments as directed by and in accordance with the requirements of the Board of Directors of the DISTRICT and its administrative officers for the days of the year and at the times designated from time to time by the Board of Directors of the DISTRICT and its administrative officers. These services shall generally be assigned in accordance with the dates and times prescribed in the school district calendar, as it may be amended from time to time. The TEACHER shall be required to provide the services required by this Contract for up to 150 full school days.
5. This Contract shall at all times be conditioned upon and subject to the requirements that at the time the TEACHER enters into this Contract the TEACHER shall hold a valid Colorado teacher's certificate, license or authorization issued in the manner prescribed by law, and that during the entire time the TEACHER performs services pursuant to this Contract the TEACHER shall hold a valid Colorado teacher's certificate, license or authorization issued in the manner prescribed by law.
6. The TEACHER agrees to comply with all laws of the federal and state governments and all duly adopted policies, rules and regulations of the Board of Directors or the administration

of the DISTRICT in performing all activities and assignments. DISTRICT rules, policies and regulations shall be made available for review by the TEACHER at places designated by the administration, and the TEACHER shall take reasonable steps to review all such policies and regulations which may be applicable to the TEACHER's job responsibilities. The TEACHER shall be knowledgeable regarding the contents of all such policies. The DISTRICT specifically reserves the right to change its policies, rules and regulations from time to time as it believes appropriate, and the TEACHER shall review and comply with such policies, rules and regulations as revised.

7. Notwithstanding any of the provisions of this Contract, in the event that the TEACHER fails or refuses to perform the TEACHER's duties under this Contract without the failure having been approved by the Board of Education of the DISTRICT or an administrative supervisor having authority over the TEACHER, the Board of Education of the DISTRICT may, within a reasonable time after that failure, elect in its sole discretion either (a) to treat that failure as an abandonment of this Contract by the TEACHER or (b) to treat that failure as grounds for dismissal as provided in Colorado law.

8. If the TEACHER abandons, breaches or otherwise refuses to perform services pursuant to this contract, the TEACHER agrees to pay damages to the DISTRICT, and authorizes the Board of Education of the DISTRICT to collect or withhold damages from compensation due or payable to the TEACHER in accordance with C.R.S. 22-63-202(2), a copy of which is attached hereto and made a part hereof.

9. Notwithstanding any other provision in this Contract or in DISTRICT policy and procedure, the TEACHER agrees that this Contract and any board policy and procedure shall not confer or grant any rights to continued employment subsequent to the term of this Contract.

10. The TEACHER hereby agrees and understands that the resignation by the TEACHER from any duty to be performed pursuant to this Contract, including any extra-curricular duty assigned pursuant to this Contract by the administration, shall be considered and be effective as a resignation from this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract to be effective as of the date first above written.

ATTEST:

HINSDALE COUNTY SCHOOL DISTRICT RE-1

Secretary, Board of Education

President, Board of Education

Teacher

C.R.S. 22-63-202. Employment contracts – contracts to be in writing – duration – damage provision.

(1) Except for a part-time or substitute teacher, every employment contract entered into by any teacher or chief administrative officer for the performance of services for a school district shall be in writing.

(2) (a) Every employment contract executed pursuant to this section shall contain a damages provision. Pursuant to said provision, a teacher or chief administrative officer shall agree to pay damages to the school district, and the board thereof shall be authorized to collect or withhold damages from compensation due or payable to said teacher or chief administrative officer, in an amount up to and including one-twelfth of the annual salary specified in said employment contract. Said damages shall be paid by the teacher or chief administrative officer or withheld from the teacher's or chief administrative officer's salary if said individual abandons, breaches, or otherwise refuses to perform services for said school district pursuant to the contract, unless the teacher or chief administrative officer has given written notice to the board thereof no later than thirty days prior to the commencement of the succeeding academic year (or, if a school district operates an alternative year program said notice shall be given to the board not less than thirty days before the commencement of services under the employment contract) or after the beginning of the academic year, unless the teacher has given at least thirty days; written notice to the board thereof during the academic year to the effect that the teacher or chief administrative officer wishes to be relieved of said individual's contract for the remainder of the year as of a certain date. Said damages shall not exceed ordinary and necessary expenses of a board to secure the services of a suitable replacement teacher or chief administrative officer.

(b) Any teacher who violates the provisions of this subsection (2) may be subject to suspension of his certificate or letter of authorization as provided in section 22-6-111.

(3) A teacher may be suspended temporarily during the contractual period until the date of dismissal as ordered by the board pursuant to section 22-63-302 or may have his employment contract cancelled during the contractual period when there is a justifiable decrease in the number of teaching positions. The manner in which employment contracts will be cancelled when there is a justifiable decrease in the number of teaching positions may be included in any contract between the board of education of the school district and school district employees. If there is no such contract provision, when a justifiable reduction in the number of teaching position within a particular endorsement area occurs, the employment contracts of first-year probationary teachers who are occupying such positions shall be cancelled first. Further reductions in the number of teaching positions through the cancellation of employment contracts of second-year and third-year probationary teachers and nonprobationary teachers shall be made in accordance with an established policy of the board of education of the school district. The provisions of this subsection (3) concerning the cancellation of employment contracts shall not create any property right or contract right, express or implied, for second-year or third-year probationary teachers.

Instructional Staff Contracts/Compensation/Salary Schedules

The Board annually shall adopt a salary schedule for its regular teaching personnel.

Placement on the salary schedule shall be in accordance with requirements developed by the administration and approved by the Board. The schedule adopted by the Board shall remain in effect until changed or modified by the Board in accordance with law.

Salary increments shall be granted at the beginning of each year. Teachers possessing valid Colorado licenses shall be entitled to advance on the salary schedule. Teachers shall be expected to comply with state licensing requirements by periodically submitting additional college or university credits. 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.

If the Board declares a **fiscal emergency** during a budget year as allowed by state law, **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.

The district shall comply with statutory provisions regarding salary schedules.

Adopted July 2, 1985

Revised May 3, 1988

Revised to conform to practice: date of manual adoption

Revised April 24, 2001

Revised May 22, 2004

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 REF.: DBK*, Fiscal Emergencies
GCQA, Instructional Staff Reduction Force

Hinsdale County School District RE-1 Teacher Salary Schedule 2017-2018

17-18 base \$ 33,867 1% increase over 16-17 base of \$ 33,532: was 1% in 16-17 and 2 % in 15-16
 Increase per Education Column 2.25% was average of 2% in 14-15; was 2.25% in 15-16 and 16-17
 Increase per Experience Row 1.50% was average of 1% in 14-15; was 1.50% in 15-16 and 16-17

Years Exp*	BA	BA +12	BA +24	BA +36	BA+48 / MA	MA +12	MA +24	MA +36	MA +48	MA +60
0	33,867	34,629	35,408	36,205	37,019	37,852	38,704	39,575	40,465	41,376
1	34,375	35,148	35,939	36,748	37,575	38,420	39,285	40,169	41,072	41,996
2	34,891	35,676	36,478	37,299	38,138	38,996	39,874	40,771	41,688	42,626
3	35,414	36,211	37,026	37,859	38,710	39,581	40,472	41,383	42,314	43,266
4	35,945	36,754	37,581	38,427	39,291	40,175	41,079	42,003	42,948	43,915
5	36,484	37,305	38,145	39,003	39,880	40,778	41,695	42,633	43,593	44,574
6	37,032	37,865	38,717	39,588	40,479	41,389	42,321	43,273	44,247	45,242
7	37,587	38,433	39,298	40,182	41,086	42,010	42,956	43,922	44,910	45,921
8	38,151	39,009	39,887	40,784	41,702	42,640	43,600	44,581	45,584	46,610
9		39,594	40,485	41,396	42,328	43,280	44,254	45,250	46,268	47,309
10		40,188	41,093	42,017	42,963	43,929	44,918	45,928	46,962	48,018
11			41,709	42,647	43,607	44,588	45,591	46,617	47,666	48,739
12			42,335	43,287	44,261	45,257	46,275	47,316	48,381	49,470
13				43,936	44,925	45,936	46,969	48,026	49,107	50,212
14				44,596	45,599	46,625	47,674	48,747	49,843	50,965
15				45,264	46,283	47,324	48,389	49,478	50,591	51,729
16				45,943	46,977	48,034	49,115	50,220	51,350	52,505
17					47,682	48,755	49,852	50,973	52,120	53,293
18					48,397	49,486	50,599	51,738	52,902	54,092
19					49,123	50,228	51,358	52,514	53,696	54,904
20					49,860	50,982	52,129	53,302	54,501	55,727
21					50,608	51,746	52,911	54,101	55,318	56,563

•Insurance: Employee medical/dental/life 100% paid for >1/2 time employees

•4 day school week

•150 contract days for teachers

•8 days personal leave per year

*credited for full school year, K-12 public school teaching within the USA

*MA+24, +36, +48, +60 with more than 21 years experience will increase by one row step annually

Proposed 5.11.2017

Approved 5.11.2017

Hinsdale County School District RE-1, Lake City, Colorado

Hinsdale County School District RE-1
Extra Duty Salary Schedule
2017-2018

2017-2018: Implementation Year: Coaching section to be applied at 50% of listed pay

Extra Duties

Elementary Basketball	250
Adventure/DC/College Trip	250
Student Council	500
NHS/NJHS	500
Yearbook	500
MS/HS RTI record keeper	500

Coaching

Years of service*	A	B	C	D	E	F
1-2	1,000	500	3,000	1,500	2,000	1,000
3-4	1,100	550	3,100	1,600	2,100	1,100
5-6	1,200	600	3,200	1,700	2,200	1,200
7-8	1,300	650	3,300	1,800	2,300	1,300
9-10	1,400	700	3,400	1,900	2,400	1,400
11-12	1,500	750	3,500	2,000	2,500	1,500
12-13	1,600	800	3,600	2,100	2,600	1,600
13-14	1,700	850	3,700	2,200	2,700	1,700
15-16	1,800	900	3,800	2,300	2,800	1,800
17-18	1,900	950	3,900	2,400	2,900	1,900
19-20	2,000	1,000	4,000	2,500	3,000	2,000

A Middle School Head Coach:

Cross Country, Boys Basketball, Girls Basketball, Track & Field, Knowledge Bowl

B Middle School Assistant Coach:

Cross Country, Boys Basketball, Girls Basketball, Track & Field, Knowledge Bowl

C High School Head Coach: Boys Basketball, Girls Basketball

D High School Assistant Coach: Boys Basketball, Girls Basketball

E High School Head Coach: Cross Country, Track & Field, Knowledge Bowl

F High School Assistant Coach: Cross Country, Track & Field, Knowledge Bowl

* More than 20 years experience will increase by \$100 every other year for all coaches except Middle School Assistant coaches which will increase by \$50 every other year

Approved 5 11 2017

Hinsdale County School District RE-1, Lake City, Colorado

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.

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

Current practice codified 1995
Adopted: date of manual adoption

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

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 licensed or certificated 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.

All full-time regular licensed or certificated employees are eligible for the district's health insurance plan.

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.

Tuition reimbursement

A tuition reimbursement shall be made to teachers enrolled in graduate programs or who are taking credit hours toward licensure. Teachers must present a program plan to the superintendent prior to registering for courses in order to be eligible for tuition reimbursement.

Adopted May 3, 1988

Revised to conform with practice: date of manual adoption

LEGAL REFS.: 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)
C.R.S. 24-51-101 *et seq.* (Public Employees' Retirement Association)

Instructional Staff Military Leave

An employee who as a member of a reserve or national guard unit or any other branch of the military organized under state or federal law who is required to take annual active duty during the school year 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 calendar days annually. All remaining leave to fulfill the annual military obligation shall be unpaid leave.

An employee taking leave under this policy shall forward a copy of his military orders to the superintendent or his designee.

Military leave of absence without pay shall be granted to any regular, full-time 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.

Upon completion of military service, 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 would have received if he had not taken leave, subject to the following conditions:

1. The position has not been abolished.
2. The employee is not physically or mentally disabled from performing the duties of the position.
3. The employee submits an honorable discharge or other form of release indicating that his military service was satisfactory.
4. The employee notifies the district of intent to return to work within the time period set out in law.

File: GCCAD

Upon reinstatement, the employee shall have the same rights with respect to vacation, sick leave and other benefits as if he actually had been employed during the time of such leave.

Adopted January 3, 1989

Revised to conform with practice: date of manual adoption

LEGAL REFS.: 38 U.S.C. §2021, Veterans Re-employment Rights Act
C.R.S. 28-3-601 *et seq.*

Instructional Staff Meeting Leave

Leave of absence without loss of pay may be granted to those employees for whom attendance is approved by the superintendent at state, regional or national professional meetings.

Instructional Staff Sabbatical Leave

The Board shall grant sabbatical leave to teachers in recognition of their contributions to the district and as a means by which they may prepare themselves for better service to the district.

Sabbatical leave may be granted for college or university courses, independent study or educationally-related travel. Any licensed/certificated person who has rendered six years of consecutive service to the district preceding the beginning of the requested leave shall be eligible to apply.

The superintendent shall recommend personnel to the Board for sabbatical leave. Acceptance or rejection of such leave shall be made by the Board, in writing, within 30 days after receipt of the request.

Whenever more applicants request sabbatical leaves than can be granted in one year, service in the district and/or reason for the request shall be the determining factor, all other factors being equal. The final decision shall be made by the Board.

Sabbatical leaves may not be for longer than one school term beginning in September. Applications shall be filed in the superintendent's office no later than December 1 preceding the year for which the sabbatical is effective.

A teacher on sabbatical leave shall receive regularly scheduled salary increases granted to teachers in service subject to any general salary reduction which may be effected. In determining the teacher's placement on the salary schedule when the teacher returns to regular employment, full experience credit shall be given for the time spent on sabbatical leave and course credit upon completion. Recognition of independent study relative to a salary increment may be negotiated prior to sabbatical leave.

The teacher on sabbatical leave shall retain all employment status rights. Whenever possible, teachers shall be returned to their former positions.

An interruption in the sabbatical leave due to serious illness shall not be considered a failure to fulfill the conditions upon which the leave was granted nor shall such interruption affect the amount of compensation paid to the teacher under the terms of the leave agreement provided that the district has been notified promptly of such accident or illness.

Upon returning from sabbatical leave, teachers shall submit a report. The type of report shall be determined by the superintendent and the Board at the time the leave is granted.

File: GCCAF

Teachers on sabbatical leave of one year shall be paid one-half of their yearly salary. Teachers on sabbatical leave for one semester shall receive one-fourth of their annual salary. Payment shall be made in the same manner as for regularly employed teachers unless otherwise approved by the Board and superintendent.

Upon return from sabbatical leave, a staff member shall be required to work for the school district for a minimum of one full school year. If the teacher should default in returning to the district or in working one full year, the teacher shall be required to pay the district the salary received while on sabbatical or a portion thereof commensurate to the unfulfilled contract period. Upon acceptance of sabbatical leave, the teacher shall agree in writing to this provision.

Adopted May 1, 1990

Revised to conform with practice: date of manual adoption

LEGAL REF.: C.R.S. 22-63-203 (2)(b)(III)

Instructional Staff Extended Leave of Absence

The Board may grant extended leaves of absence to instructional staff members. Applications for such extended leaves shall be made through the superintendent. Extended leaves of absence may be given for such things as temporary disability, professional growth and other leaves which would require that the employee be absent for one school year.

The Board shall make the decision regarding extended leaves of absence. Applications must be filed no later than April 1 of the prior year in which the leave will be taken.

Adopted January 3, 1989

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 personnel, who are highly qualified as defined by the federal No Child Left Behind Act of 2001 (NCLB), in the district's schools.

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

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

Background checks

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

Hiring

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

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

All interviewing and selection procedures shall ensure that staff members who will work with a new staff member have an opportunity to aid in the selection. However, the final selection for nomination shall be made only by the superintendent.

Appointment of candidates

Nominations shall be made at meetings of the Board of Education. Nominations of candidates who are not highly qualified, as defined by the NCLB, will be accompanied with an explanation as to why a highly qualified candidate was not hired for the position. The vote of a majority of the Board shall be necessary to approve the appointment of teachers, administrators or any other employee of the school district. If there is a negative vote by the Board, the superintendent shall submit a new recommendation to the Board for approval.

File: GCE/GCF

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.

Adopted June 4, 1985

Revised to conform to practice: date of manual adoption

Revised February 27, 2003

Revised April 24, 2008

Revised April 26, 2012

LEGAL REFS.: 15 U.S.C. 1681 *et seq.* (Fair Credit Reporting Act)
20 U.S.C. 6319 (teacher requirements under No Child Left Behind Act of 2001)
42 U.S.C. 653 (a) (Personal Responsibility and Work Opportunity Reconciliation Act)
34 C.F.R. 200.55 (federal regulations regarding highly qualified teachers)
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. 22-32-109 (1)(f) (Board duty to employ personnel)
C.R.S. 22-32-109.7 (duty to make inquiries prior to hiring)
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)
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. 24-34-402 (1) (discriminatory and unfair employment practices)
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 licensed personnel to be employed by the district will be processed according to this procedure. Short-term, temporary or interim appointments may be made directly by the superintendent, subject to the approval of the Board of Education, without following the advertising procedure.

1. Vacancies

All regular vacancies will be advertised by the superintendent.

2. Applications

All applications will be submitted to the superintendent.

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

3. Initial screening and interview

The superintendent will screen applications and will schedule interviews with qualified applicants. The objectives of the screening and initial interview process are to:

- a. Determine if the applicant meets the requirements of the No Child Left Behind Act of 2001 (NCLB) for designation as a highly qualified teacher.
- b. Determine the suitability of the applicant for the specific position.
- c. Determine those applicants who are most qualified for the position.
- d. Discuss with the applicant any district policies and procedures pertinent to the job and to the employment process.
- e. Determine whether the applicant can handle the specific assignment.

4. Background checks

Prior to hiring, the superintendent shall:

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

The department's records shall indicate if the applicant has been convicted of, pled *nolo contendere* to, received a deferred sentence, or had his or her license or authorization denied, annulled, suspended or revoked for such crimes. The department shall provide any available information to indicate whether the applicant has been dismissed by or

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

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

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

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

5. 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 or an authorized district employee and a notarized, completed form (described in b below) as required by state law.
- b. On the form the applicant must certify either that he or she has never been convicted of a felony or misdemeanor charge, not including any misdemeanor traffic offense, or that he or she has been convicted of a felony or misdemeanor charge (not including any misdemeanor traffic offense). The form must specify the felony or misdemeanor, the date of conviction and the court entering judgment.
- 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.
- d. 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:
 - (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 may charge the applicant a nonrefundable fee equal to the direct and indirect costs to the district of fingerprint processing to cover the direct and indirect costs of fingerprint processing. The applicant may pay the fee over a period of 60 days after employment.

6. Credit Reports

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

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

7. Contract or job offer

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

8. Information report to state

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

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

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

Approved February 27, 2003

Revised April 24, 2008

Revised October 5, 2011

Revised November 21, 2013

NOTE 1: Regarding the requirement that an applicant submit a notarized, completed form about his or her criminal history, state law defines "convicted" as: "[A] conviction by a jury or by a court and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony or misdemeanor, the payment of a fine, a guilty plea accepted by a court, a plea of nolo contendere, and the imposition of a deferred sentence or suspended sentence by the court." C.R.S. 22-32-109.8(8)(a). Any district form used to certify a nonlicensed applicant's criminal history should reflect this broad definition of "convicted" to ensure that a nonlicensed applicant discloses the legally required information.

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

NOTE 3: A non-licensed employee who is terminated solely due to disqualification from employment for a felony domestic violence and/or a felony drug offense, as required by state law, may reapply for employment after five years have passed since the date the offense was committed. The law does provide exceptions to this provision, stating the district may conduct an assessment to determine if the applicant poses a risk to district students or staff, and also allowing a person who is ineligible for district employment as a result of such a conviction to submit a written request for reconsideration by the district. The law includes the specific factors for reconsideration at the applicant's request.

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

The superintendent shall maintain a list of qualified substitute teachers that outlines their qualifications. The list shall be updated periodically during the school year.

The superintendent shall be responsible for securing the services of appropriate substitute teachers. The superintendent shall select those substitutes that are able to adequately perform the required duties. Whenever possible, licensed/certificated teachers shall be called first. Non-licensed/certificated substitutes shall be used only in cases where properly licensed/certificated personnel are not available.

Regularly-employed licensed/certificated teachers may be used for short-term substitution during times when they are not assigned to regular classroom duties with students. In some instances, the superintendent may choose to combine classes under the direction of a regular teacher. Such arrangements shall be done only in emergency or short-term situations where the regular teacher will be out of the classroom for less than one-half day.

Adopted December 4, 1984

LEGAL REFS.: C.R.S. 22-9-106 (1)(b)
C.R.S. 22-32-109.7
C.R.S. 22-32-109.8
C.R.S. 22-60.5-111
C.R.S. 22-63-103 (6),(10)
1 CCR 301-37, Rules 2202-R-4.09

CROSS REFS.: GCE/GCF, Professional Staff Recruiting/Hiring
GCOA, Evaluation of Instructional Staff
GDE/GDF, Support Staff Recruiting/Hiring

Professional Staff Development

The Board recognizes the importance of developing, improving and extending staff skills. Certification for a position does not mean necessarily that the individual possesses and will develop automatically optimal level job competencies. Situations must be arranged to assist staff personnel in the pragmatic interpretation of theoretical knowledge from related disciplines to the immediate experience. Further, opportunities must be provided systematically to insure that staff personnel remain abreast of emerging information and technical knowledge.

The Board shall provide professional growth through such means as the following:

1. Planned inservice programs and workshops offered within the school system from time to time. The dates of all inservice programs shall be included in the district or individual school calendar.
2. Released time for visits to other classrooms and schools and for attendance at conferences, workshops and other professional meetings.
3. Sabbaticals and other leaves of absence for advanced educational training.
4. Salary credit for additional educational training in accordance with the salary schedule.

The superintendent shall have authority to approve released time for conferences and visitations and reimbursements for expenses, provided such activities are within budget allocations for the purpose.

Current practice codified 1995

Adopted: date of manual adoption

LEGAL REFS.: C.R.S. 22-20-114 (1)(b)(IV)
C.R.S. 22-32-109 (1)(n),(z)
C.R.S. 22-32-110 (1)(k)
C.R.S. 22-60-101 *et seq.*

CROSS REF.: DKC, Expense Authorization/Reimbursement
IC/ICA, School Year/School Calendar

Instructional Staff Assignments and Transfers

The assignment of instructional staff members and their transfer to positions in the various grade levels and departments of the district shall be recommended by the superintendent and approved by the Board.

Assignments may be changed whenever the best interests of the district will be served and may be initiated by the teacher or by the superintendent. A change in assignment may include a transfer from the current position to a similar position or to a different grade level of teaching duties. This may be done upon the advice of professional staff members and with the agreement of the superintendent.

A list of all teacher vacancies shall be posted in the district office as they are prepared and distributed to placement bureaus. Any member of the staff shall be welcome to look at the list at any time. Employees shall not apply for a position unless there is a specific vacancy. When a teacher becomes aware of such a vacancy, the teacher shall make written application to the superintendent.

The superintendent shall consider a teacher's years of satisfactory service in the district when filling vacancies. No teacher shall be accepted automatically for a vacancy upon making an application. Any application for a specific position shall be considered along with other applications from outside the district.

The assignment of a teacher to a specific grade level will not imply permanent assignment.

Adopted May 4, 1985

Revised to conform with practice: date of manual adoption

LEGAL REFS.: C.R.S. 22-32-126 (3)
C.R.S. 22-63-206

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 twelve-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 twelve 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 February 27, 2014

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

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 with a 4-day instructional week shall be one hundred fifty days. One hundred forty-four days shall be planned student-teacher contact and instruction days; six days shall be used for district and building orientation, in-service training or curriculum development.

If the Board declares a fiscal emergency during the budget year as allowed by state law, it may later 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. Every effort 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.

Adopted December 4, 1984

Revised to conform to practice: date of manual adoption

Revised to conform to practice: September 13, 2000

LEGAL REF.: C.R.S. 22-42-115.5 (2)

CROSS REFS.: DBH* Fiscal Emergencies
IC/ICA, School Year/School Calendar

Length of Instructional Staff Work Day

The length of the instructional staff workday may vary according to the school and type of service rendered, transportation requirements and grade level served. Work days may be up to no more than nine hours, including lunch, with a 4-day instructional week, or 8 hours including lunch with a 5-day instructional week.

Instructional staff members shall be on duty in the building while their classes are in session. Instructional staff members also shall be on duty in the building for a period of time prior to the opening of school and after the closing of schools as may be assigned by the superintendent.

Adopted December 4, 1984

Revised to conform to practice: September 13, 2000

Professional Staff Planning Time

All teachers shall be provided daily time to prepare for classroom responsibilities and lessons during the periods when students are in fine arts, physical education, or elective classes.

Adopted June 4, 1985

Revised to conform to practice: date of manual adoption

Revised to conform to practice: September 13, 2000

CROSS REF.: IIB, Class Size

File: GCNA

Supervision of Instructional Staff

Attendance records shall be maintained on all personnel who are away from their regularly assigned responsibilities for any purposes including professional meetings, coaching responsibilities, classroom observation of other teachers, etc.

Adopted December 4, 1984

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 and Board policy.

Adopted November 21, 2013

LEGAL REFS.: C.R.S. 22-9-101 *et seq.* (Licensed Personnel Performance Evaluation Act)
C.R.S. 22-63-301 (grounds for dismissal)

File: GCO

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
GCQF, Discipline, Suspension and Dismissal of Professional Staff
IK, Academic Achievement

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 one evaluation that results in a written evaluation report each academic year. Nonprobationary teachers shall receive at least one documented observation and one 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.

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 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

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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 rating of ineffective in accordance with the following:

1. The nonprobationary teacher shall file a written appeal with the superintendent within fifteen (15) calendar days of the teacher's receipt of the district's written notice informing the teacher of his or her performance rating of ineffective.
2. A nonprobationary teacher's grounds for appealing an ineffective rating shall be limited to the following:
 - a. The evaluator did not follow evaluation procedures that adhere to the requirements of applicable law and that failure had an impact on the teacher's performance rating; or
 - b. The data relied upon was inaccurately attributed to the teacher.
3. The nonprobationary teacher shall have the burden of demonstrating that a rating of effectiveness was appropriate.
4. The superintendent or designee shall review the nonprobationary teacher's appeal and provide the teacher with a written decision regarding the appeal within thirty (30) calendar days of the superintendent's receipt of such appeal. The superintendent's decision shall be final.

Approved November 21, 2013

Evaluation of Instructional Staff

The Board recognizes that sound appraisal of teaching performance is critical in achieving the educational objectives of the school district. The Board expects its supervisory and administrative staffs to exert reasonable efforts to help and encourage staff members to develop their teaching personalities and instructional abilities to an optimum degree.

In keeping with state law and Board policy, the performance evaluation system shall serve as a basis for the improvement of instruction, enhance the implementation of curricular programs, and measure professional growth and development and level of performance of licensed personnel. The evaluation system also shall serve as the measurement of satisfactory performance and documentation for dismissal for unsatisfactory performance.

The Board shall consult with district administrators, teachers, parents and the accountability committee in developing the evaluation system.

The basic requirements of the evaluation system shall be:

1. All licensed personnel, including full-time and part-time teachers, shall be regularly 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 them to make fair, professional and credible evaluations of the personnel whom they are responsible for evaluating.
2. Evaluations shall be conducted in a fair and friendly manner and shall be based on written criteria which pertain to good teaching and the staff member's particular position.
3. Standards for satisfactory performance of licensed personnel and criteria which can be used to determine whether performance meets such standards shall be developed. One of the standards for measuring teacher performance shall be directly related to classroom instruction and shall include multiple measures of student performance. The district personnel performance evaluation council shall be an active participant in the development of standards of performance.
4. All evaluation standards and criteria shall be given in writing to all licensed personnel and shall be communicated and discussed by the person being evaluated and the evaluator prior to and during the course of the evaluation.
5. The system shall identify the various methods which will be used for information collection during the evaluation process such as direct and informal observation and peer, parent or student input obtained from standardized

File: GCOA

surveys. All data on which an evaluation judgment is based will be documented to the extent possible and available for the teacher's review.

6. The evaluation system shall specify the frequency and duration of the evaluation process which shall be on a regular basis to ensure the collection of a sufficient amount of data from which reliable conclusions and findings may be drawn. Teachers shall receive documented observations and written evaluation reports in accordance with state law as set forth in the regulation accompanying this policy. .
7. All written evaluation reports shall be specific as to performance strengths and weaknesses, specifically identify when a direct observation was made, identify data sources, and contain a written improvement plan. The written improvement plan shall be specific as to what improvements if any are needed in performance.

The staff member concerned shall have an opportunity to review the document with the supervisor who makes the evaluation, and both shall sign it and receive a copy. The evaluator's supervisor shall also review and sign the evaluation report.

If the evaluatee 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.

8. The system shall contain a process to be followed when a teacher's performance is deemed unsatisfactory. In accordance with state law, this process shall provide for a notice of deficiencies, a remediation plan and a reasonable opportunity to correct the deficiencies.

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

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

Adopted July 20, 1992

Revised to conform to practice: date of manual adoption

Revised April 24, 2008

Revised April 28, 2011

LEGAL REFS.: C.R.S. 22-9-101 *et seq.* (*Licensed Personnel Performance Evaluation Act*)
C.R.S. 22-63-103 (*definition of probationary teacher*)
C.R.S. 22-63-301 (*grounds for dismissal*)
C.R.S. 22-63-302 (8) (*burden of proof*)

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

Evaluation of Instructional Staff

Evaluations shall be conducted in accordance with state law and Board policy to improve instruction, enhance the implementation of programs in the curriculum, and measure the professional growth and development of personnel and level of performance of each licensed employee. Evaluations also shall serve as the measurement of satisfactory performance for teachers and documentation for dismissal for unsatisfactory performance.

Even though the evaluation process is designed to encourage and assist licensed employees to perform at a level consistent with the district's standards, the evaluator or the superintendent may recommend to the Board of Education that changes be considered in contract status or assignment in accordance with state law and Board policy.

The procedures necessary to administer and implement the district's evaluation policy are as follows:

Initial requirements

All licensed personnel shall be evaluated, including part-time teachers. An organization chart or comparable document will be prepared to identify the evaluator by title or position for each teacher. The chart will indicate which position(s) each evaluator will evaluate and which administrator is responsible for evaluating the evaluator. Evaluations will be made by the principal or administrator who directly supervises the teacher to be evaluated and/or such principal's or administrator's designee, who has received education and training in evaluation skills approved by the Colorado Department of Education.

A job description will be developed for each licensed employee which sets forth expectations from the school district for the position. Similar job descriptions will be used for all employees with similar staff assignments.

Written standards for satisfactory performance will be developed as well as criteria to be used to determine whether a teacher's performance meets district standards. One of the standards for measuring teacher performance shall be directly related to classroom instruction and shall include multiple measures of student performance. The district personnel performance evaluation council will actively participate in the development of the standards.

Other criteria will be developed for evaluation of each position prior to the evaluation. The criteria will relate to the particular position as set forth in the individual's job description and any outcomes which are expected from the position.

Information will be made available to each teacher about the evaluation system, the evaluation policy and procedures and the responsibilities of the evaluator and teacher. In addition, all evaluation standards and criteria shall be given in writing to all licensed personnel and shall be communicated and discussed by the person being evaluated and the evaluator prior to and during the course of the evaluation.

Information collection

The evaluator will directly observe the teacher as well as compile other data in accordance with the district's evaluation system. Peer, parent or student input may be obtained from standardized surveys.

No evaluation information will be gathered by electronic devices without the consent of the teacher.

The evaluator will identify and document to the extent possible all relevant sources of data used as the basis for any evaluation judgments.

Frequency and duration

Probationary teachers shall receive at least two documented observations and one evaluation that results in a written evaluation report every year. Nonprobationary teachers shall receive at least one documented observation each year and at least one evaluation that results in a written report every three years. Effective 2012-2013, nonprobationary teachers shall receive a written evaluation report each academic year.

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

A report shall not be written until the required documented observations and data collection are completed. Minor adjustments and variations in the process will be allowed in order to ensure that the evaluation process is thorough and that sufficient data is collected from which reliable findings and conclusions may be drawn.

Teachers shall receive the written evaluation report at least two weeks before the last class day of the school year.

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 performance of the teacher and which clearly sets forth recommendations for improvements including recommendations for additional education and training during the teacher's license renewal process.
2. Specific information about the strengths and weaknesses in the performance of the teacher.
3. Documentation identifying when a direct observation was made.
4. Identification of all data sources.

The evaluation report will be discussed with the teacher. Both the evaluator and the teacher will sign the report, and each will receive a copy. The signature of any

Hinsdale County School District RE-1, Lake City, Colorado

person on the report will not be construed to indicate agreement with the information contained therein. If the teacher 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.

The evaluator will maintain a cumulative file of all pertinent data relating to each teacher's evaluation, including the evaluation report. This file will be available for the teacher's review and will include any written comments or documents submitted by the teacher.

Unsatisfactory performance

A teacher whose evaluation indicates performance is unsatisfactory will be given:

1. A notice of deficiencies;
2. A remediation plan developed by the evaluator and the teacher;
3. A reasonable period of time to correct the deficiencies; and
4. A statement of resources and assistance, including professional development opportunities, available to help the teacher achieve a satisfactory rating in the next evaluation.

Further evaluations of a teacher on a remediation plan will occur on a different cycle than the annual evaluation, if necessary.

If the teacher's next evaluation shows the teacher is performing satisfactorily, no further action need be taken.

If the teacher's next evaluation indicates the teacher still is not performing satisfactorily, the evaluator either will make additional recommendations for improvement or take any necessary steps to recommend dismissal or other appropriate action.

Appeal

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

The teacher 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.

Informal evaluations or observations may be made whenever appropriate.

Approved April 28, 2011

Hinsdale County School District Teacher Appraisal Process Evaluation/Observation

Teacher _____ Subject/grade _____ Date _____

Active, successful student participation in the learning process

- Learning objective clearly communicated or implied
- Students focused on a learning objective at an appropriate level of difficulty during academic learning time
- Activities aligned with learning objective
- Students demonstrated success with learning objectives
- Students actively engaged in learning

Learner-centered instruction

- Objectives and goals include basic knowledge and skills and central concept

Instructional strategies

- promote critical thinking and problem solving
- include motivational techniques to successfully and actively engage students
- include clear evidence of differentiation to allow for different approaches/pathways according to student need
- are aligned with objectives and prior learning
- reflect unique needs and characteristics of students
- Teacher varies activities appropriately and maintains appropriate pacing and sequencing of instruction

File: GCOA-E

- Teacher uses appropriate questioning and inquiry techniques to challenge students
- Teacher makes effective and appropriate use of available technology as a part of the instructional process

Evaluation and feedback on student progress

Academic progress of students is monitored and assessed

- student work monitored during guided practice
- formative assessment prior to independent practice
- student progress toward learning goals assessed
- Assessment and feedback are aligned with goals/objectives and instructional strategies
- Assessment strategies reflect developmental level of students and address learning needs of students
- Student learning is reinforced
- Students receive specific, immediate constructive feedback
- Students have opportunity for relearning and re-evaluation

*Management of student discipline, instructional strategies,
time, and materials*

Teacher:

- establishes a classroom environment that promotes and encourages self-discipline and self-directed learning
- interacts with students in an equitable manner
- specifies expectations for desired behavior

- reinforces desired behavior when appropriate
- intervenes and re-directs off-task, inappropriate, or disruptive behavior
- effectively and efficiently manages time and materials

Professional communication

- Teacher's verbal and non-verbal communication with students establishes positive learning climate that enhances students' ability to learn
- Teacher encourages and supports student who are reluctant and having difficulty
- Appropriate and accurate written, verbal and non-verbal communication with parents, staff, community members, and other professionals contributes to a climate of trust
- Teacher's interactions are supportive, courteous, and respectful with students, parents, staff, community members, and other professionals
- Teacher models courtesy and respect
- Teacher collaborates with parents, community members and other professionals to increase participation and involvement in learning community
- Teacher uses Lifeskills and Lifelong Guidelines language and concepts and "reflections" process appropriately and consistently

Professional Development

Teacher:

- successfully correlates professional development activities with assigned subject content and varied needs of students
- works collaboratively and constructively with colleagues and other professionals toward the overall improvement of student performance
- sets personal goals prior to beginning school year / reflects on progress at end of year ('05-'06)

Compliance with policies, operating procedures, and requirements

- Teacher complies with all policies, operating procedures, and legal requirements
- Teacher generally complies with all verbal and written directives
- Apart from classroom responsibilities, teacher generally contributes to making whole school safe and orderly, and a stimulating learning environment for all children

Improvement of academic performance for all students (based on accountability and accreditation indicators)

Teacher:

- aligns instruction to include appropriate content standards and grade level expectations
- provides feedback to all students regarding their learning progress on appropriate content standards and expectations
- monitors attendance of all students
- meets with students who are failing or in danger of failing and develops an appropriate plan for intervention
- Students in teacher's class achieved at least one year's growth in one year's time (and greater than one year's growth for students beginning the year below grade level).

+ relative strength

✓ observed

-- need for growth

Comments:

date

Evaluation of Administrative Staff

The Board shall institute and maintain a comprehensive program for the evaluation of all licensed administrative personnel, including principals.

The purpose of administrator evaluations shall be to assist administrators in developing and strengthening their professional abilities, improve the instructional program, enhance the implementation of curricular programs, and measure professional growth and development and level of performance of administrators. The evaluation system also shall serve as the measurement of satisfactory performance and documentation for an unsatisfactory performance dismissal proceeding under state law, if applicable.

The evaluation process shall provide for:

1. Cooperative planning of job performance objectives by administrator and evaluator.
2. Evaluation in relation to job description and objective accomplishments.
3. Means for self-evaluation.

The Board shall consult with district administrators, parents and the accountability committee when developing the process for evaluation of licensed administrators.

All licensed administrators or principals that administer, direct or supervise the instructional program shall be evaluated consistent with state law.

The basic requirements of the evaluation system as it pertains to licensed administrators shall be:

1. All licensed administrators shall be regularly evaluated by a supervisor possessing a principal or administrator license issued by the Colorado Department of Education **or such supervisor's designee, who has received** education and training in evaluation skills approved by the Colorado Department of Education which will enable them to make fair, professional and credible evaluations of the personnel whom they are responsible for evaluating.
2. Evaluations shall be conducted using multiple fair, transparent, timely, rigorous and valid methods and shall be based on predetermined written criteria which pertain to the administrator's position.
3. Standards for satisfactory performance of administrators and criteria which can be used to determine whether performance meets such standards shall be developed. The district personnel performance evaluation council shall be an active participant in the development of standards of performance.
4. Evaluation standards and criteria shall be given in writing to all administrators and shall be communicated and discussed by the person being evaluated and the evaluator prior to and during the course of the evaluation.
5. The system shall identify the various methods which will be used for information collection during the evaluation process such as direct and informal

File: GCOC

observation and peer, parent, or student input obtained from standardized surveys. Each principal's evaluation shall include input from teachers employed at the school. All data on which an evaluation judgment is based will be documented to the extent possible and available for the administrator's review.

6. The evaluation system shall specify the frequency and duration of the evaluation process which shall be on a regular basis to ensure the collection of a sufficient amount of data from which reliable conclusions and findings may be drawn. Principals shall receive one evaluation that results in a written report each academic year.
7. All written evaluation reports shall be specific as to performance strengths and weaknesses, specifically identify when a direct observation was made, identify data sources, and contain a written improvement plan. The written improvement plan shall be specific as to what improvements if any are needed in performance.

The administrator concerned shall have an opportunity to review the document with the supervisor who makes the evaluation, and both shall sign it and receive a copy. The evaluator's supervisor shall review and sign the evaluation report. If the superintendent is the evaluator, the signature shall be that of the president of the Board of Education.

If the administrator 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.

8. The system shall contain a process to be followed when a principal's performance is deemed unsatisfactory. In accordance with state law, this process shall provide for a notice of deficiencies, a remediation plan and an opportunity to correct the deficiencies.

The school district shall conduct all evaluations so as to observe the legal and constitutional rights of 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.

The superintendent shall make regular reports to the Board concerning the outcome of administrator evaluations.

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

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

Adopted April 28, 2011

LEGAL REFS.: C.R.S. 22-9-101 *et seq.* (Licensed Personnel Performance Evaluation Act)
C.R.S. 22-32-109 (1)(jj) (board's duty to identify areas in which principals may need professional development)
C.R.S. 22-32-126 (employment and authority of principals)
C.R.S. 22-63-301 (grounds for dismissal)
C.R.S. 22-63-302 (8) (burden of proof)

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

NOTE: All licensed administrators who administer, direct or supervise the instructional programs are subject to the Licensed Personnel Performance Evaluation Act. As used herein the term administrator includes principals. However, as indicated in the policy, certain requirements of the Act apply only to principals. Prior to SB 191, principals were required to receive at least one documented observation each year and at least one evaluation that results in a written report every three years. CASB interprets the current law to require principals to receive one evaluation that results in a written report each academic year. It is important for local boards to confer with their own legal counsel for specific advice on how to proceed.

The basic requirements of the evaluation system set forth in this policy and the accompanying regulation contain the minimum legal requirements of the Act. However, the Board has discretion to fashion its own evaluation system as long as it meets the statutory requirements. Therefore, to be more consistent with actual practice, we have modified the frequency and reporting requirements from those contained in the Act.

Note: At date of adoption, Hinsdale County School District RE-1 does not have a principal in its school. If at some point in the future, HCSD does include the position of principal, this policy will apply.

Evaluation of Administrative Staff

Evaluations shall be conducted in accordance with state law and Board policy to assist licensed administrators in developing and strengthening their professional abilities, improving instruction, enhancing the implementation of programs in the curriculum, and measuring the professional growth and development and level of performance of administrators. Evaluations also shall serve as the measurement of satisfactory performance for administrators and documentation for an unsatisfactory performance dismissal proceeding under state law, if applicable.

Even though the evaluation process is designed to encourage and assist administrators to perform at a level consistent with the district's standards, the evaluator or the superintendent, if not the evaluator, may recommend to the Board of Education that changes be considered in contract status or assignment.

The procedures necessary to administer and implement the district's evaluation policy for administrators are as follows:

Initial requirements

All licensed administrators shall be evaluated. An organization chart or comparable document will be prepared to identify the evaluator by title or position for each administrator. The chart will indicate which position(s) each evaluator will evaluate and which supervisor is responsible for evaluating the evaluator.

Evaluations will be made by the administrator's supervisor, who shall possess a principal or administrator license issued by the Colorado Department of Education, or the supervisor's designee, who has received education and training in evaluation skills approved by the Colorado Department of Education.

A job description will be developed for each administrative position. The administrator annually will establish job performance objectives in cooperation with the evaluator.

Written standards for satisfactory performance will be developed as well as criteria to be used to determine whether an administrator's performance meets district standards. The district personnel performance evaluation council will participate in the development of the standards.

Other criteria will be developed for evaluation of each position prior to the evaluation. The criteria will relate to the particular position as set forth in the individual's job description and any outcomes which are expected from the position.

Information will be made available to each administrator about the evaluation system, the evaluation policy and procedures and the responsibilities of the evaluator and evaluatee. In addition, all evaluation standards and criteria shall be given in writing to

File: GCOC-R

administrators and shall be communicated and discussed by the person being evaluated and the evaluator prior to and during the course of the evaluation.

Information collection

The evaluator will use the most appropriate means of data collection available to assess the administrator's performance. The data collected primarily will be based on direct observation when appropriate and/or first-hand knowledge of the administrator's performance.

Each principal's evaluation shall include input from the teachers employed in the principal's school and may include input from students and parents. The information from teachers, students and parents shall remain anonymous and confidential.

The evaluation of any other administrator may include peer, parent or student input obtained from standardized surveys.

No evaluation information will be gathered by electronic devices without the consent of the administrator.

The evaluator will identify and document to the extent possible all relevant sources of data used as the basis for any evaluation judgments. The administrator's self evaluation also will be considered as a source of information during the evaluation process.

Frequency and duration

Administrators at least once each year. Each evaluation will result in a written report.

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

Principals shall receive one evaluation that results in a written report each academic year.

A report shall not be written until any required observations and data collection are completed. Minor adjustments and variations in the process will be allowed in order to ensure that the evaluation process is thorough and that sufficient data is collected from which reliable findings and conclusions may be drawn.

All administrator evaluations will be completed before April 15 of each school year.

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 performance of the administrator and which clearly sets forth recommendations for improvements including recommendations for additional education and training during part of the administrator's license renewal process.
2. Specific information about the strengths and weaknesses in the performance of the administrator.
3. Documentation identifying when a direct observation was made.
4. Identification of all data sources.

The evaluation report will be discussed with the administrator. Both the evaluator and the administrator 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 administrator 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.

The evaluator will maintain a cumulative file of all pertinent data relating to each administrator's evaluation, including the evaluation report. This file will be available for the administrator's review and will include any written comments or documents submitted by the administrator.

Unsatisfactory performance - principals

A principal whose evaluation indicates performance is unsatisfactory will be given:

1. A notice of deficiencies;
2. A remediation plan developed by the evaluator and the principal;
3. A reasonable period of time to correct the deficiencies; and
4. A statement of resources and assistance, including professional development opportunities, available to help the principal achieve a satisfactory rating in the next evaluation.

Further evaluations of a principal on a remediation plan will occur on a different cycle than the annual evaluation, if necessary.

File: GCOC-R

If the principal's next evaluation shows the principal is performing satisfactorily, no further action need be taken.

If the principal's next evaluation indicates the principal still is not performing satisfactorily, the evaluator either will make additional recommendations for improvement or take any necessary steps to recommend dismissal or other appropriate action.

Appeal

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

The administrator 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.

Informal evaluations or observations may be made whenever appropriate.

Approved April 28, 2011

Note: At date of adoption, Hinsdale County School District RE-1 does not have a principal in its school. If at some point in the future, HCSD does include the position of principal, this policy will apply.

File: GCOC-R

Instructional Staff Reduction in Force

A justifiable reduction in the number of teaching positions occurs when the Board determines that a fiscal exigency exists and/or program change is to be made that requires cancellation of one or more teacher contracts. In the event of a potential reduction in force, the following policy and accompanying regulation shall apply and any cancellation of a teacher's employment contract shall be in accordance with this policy and accompanying regulation. This policy and accompanying regulation shall not apply to teacher dismissals, nonrenewals or other personnel actions that do not result in a reduction in the number of teaching positions in the district.

Definitions

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

1. "Cancellation of employment" means the cessation of employment of a teacher during the term of the teacher's contract when there is a justifiable reduction in the number of teaching positions in the school district for reason(s) of fiscal exigency and/or program change.
2. "Teacher" means any person who is defined as a teacher under the Teacher Employment, Compensation, and Dismissal Act of 1990, C.R.S. 22-63-101 *et seq.*
3. "Fiscal exigency" means any significant decline in the Board of Education's ability to fund the operations of the district as a result of a decline in student enrollment, restrictions on revenues, increased costs or any other action, event or condition that may cause the district's current or projected budget to be insufficient to adequately meet the district's current or projected needs. A fiscal exigency may exist based solely upon current revenue and expenditure projections.
4. "Program change" means the elimination, curtailment or reorganization of curriculum, programs or operations, or a reorganization or consolidation of two or more individual schools. A program change may or may not be related to a fiscal exigency.
5. "Day" means each calendar day; provided, however, that if the deadline for any action under this policy or accompanying regulation falls on a Saturday, Sunday or official school holiday, the next following day that is not a Saturday, Sunday or official school holiday shall be the deadline for such action.

Board of Education's preliminary determination and statement

File: GCQA

If the Board determines a fiscal exigency exists and/or program change is to be made and such determination may require the cancellation of employment of one or more teachers, it shall adopt a statement that reasonably identifies the fiscal exigency and/or program change and reasons therefor. This statement shall be transmitted to the superintendent and made available to district faculty. The Board shall establish the actual number of teacher contracts to be canceled or the amount of teacher salaries and benefits to be reduced consistent with the Board's authority to establish educational programs within the district.

Superintendent's action

Within 30 days after receiving the Board's statement, the superintendent shall submit to the Board recommendations for the cancellation of employment of particular teachers. In making these recommendations, the superintendent shall not be limited to considering only the teachers in the area(s) or program(s) designated by the Board in its adopted statement.

The superintendent shall consider the following as significant factors in recommending a teacher for cancellation of employment:

1. The needs of the district.
2. Merit, meaning teacher performance as determined by the teacher's performance rating over the previous three year period as assigned pursuant to the school district's performance evaluation system. If the teacher does not have three years of performance ratings from the school district, then the superintendent shall consider only those available performance ratings. Nothing in this policy requires consideration of evaluations conducted in other school districts.

After considering the factors above, the superintendent shall also consider the following factors in recommending a teacher for cancellation of employment:

- 1 Professional experience including experience as an administrator.
2. Education, licensing endorsements and other professional qualifications.
3. Length of service in the school district.
4. Probationary and nonprobationary status.

In the event all factors are equal, cancellation of employment shall be accomplished in a manner that best supports the interests of the school district.

Notice and Board action

Notice to individual teachers and any resulting cancellation of employment by the Board shall be in accordance with this policy's accompanying regulation.

Current practice codified: 1995

Adopted: date of manual adoption

Revised March 18, 2010

Revised April 28, 2011

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)

NOTE: Effective February 15, 2012, SB 191 requires this policy to include consideration of the probationary or nonprobationary status of a teacher and the number of years a teacher has been teaching in the district, as additional factors in determining which employment contracts will be recommended for cancellation as a result of the decrease in teaching positions. Such additional factors may be considered only after the consideration of merit and only if such consideration is in the best interest of the students of the district.

Instructional Staff Reduction in Force

The following procedures shall be followed in effecting a reduction in the instructional staff work force.

1. Notice to individual teacher

If, after receiving the superintendent's recommendations, the Board intends to consider the cancellation of employment of any teacher, it shall cause written notice to be given to each teacher whose contract might be considered by the Board for cancellation. The Board shall not be limited to considering only those teachers listed in the superintendent's recommendations.

The written notice shall include:

- a. A copy of the Board's statement adopted pursuant to the accompanying policy;
- b. A copy of that portion of the superintendent's recommendations for cancellation of teacher contracts that pertains to the teacher receiving the notice (if applicable); and
- c. A copy of the accompanying policy and this regulation.

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. Review of individual cancellations

Within 10 days after receiving such notice, a teacher may request a hearing. The request must be in writing, addressed to the president of the Board. The request for a hearing must specify the grounds on which the teacher relies and a short statement of facts that the teacher believes support the contention. When appropriate, more than one case may be heard at the same time. The hearing may be held by the Board or by a hearing officer selected by the Board.

The hearing shall be limited to the following issues:

- a. was there a rational basis for the Board's determination that a fiscal exigency exists and/or program change was necessary or appropriate?
- b. was the cancellation procedure arbitrary or capricious?

File: GCQA-R

- c. would the decision to cancel the employment of the teacher be arbitrary or capricious?

The Board shall consider the teacher's request for hearing and shall schedule a hearing to be held within 14 days after the request is received. The teacher shall be given at least seven days' notice of the hearing.

The Board shall act on the cancellation of employment of any teachers who are provided proper notice and do not timely request a hearing at the Board's next regular meeting or at a special meeting called for that purpose.

3. Conduct of hearing

The hearing shall be conducted by the Board, or its designated hearing officer, informally and, upon request of either party, in private. The teacher may be represented by counsel. The district will have no obligation to pay for the service of counsel representing the teacher. A recorded transcription of the proceedings shall be made and maintained and copies of the transcript shall be made available at the expense of the party who makes the request.

Unless otherwise mutually agreed, the hearing shall begin with the teacher's presentation, limited to those grounds specified in the request for a hearing and supported by testimonial and documentary evidence. The superintendent, superintendent's designee or the district's counsel may then present testimonial and documentary evidence in rebuttal of the teacher's contentions or in support of the decision to cancel the teacher's employment contract. The Board or hearing officer may establish other procedural rules as appropriate.

After the district completes its presentation, the Board or hearing officer shall consider the matter. When the matter is considered by the Board, it may convene in an executive session to review and discuss the evidence. However, the final decision will be made in public session. When there is a hearing officer, the hearing officer may take the matter under advisement. The hearing officer shall make written findings of fact and conclusions as to the issues raised and shall forward these findings and conclusions to the teacher and to the Board within 15 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 hearing officer's findings of fact 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 shall act on the hearing officer's findings and conclusions at its next regular meeting following receipt of the findings and conclusions or at a special meeting called for that purpose.

If the Board determines that the teacher's contention has not been established, it will notify the teacher and the superintendent in writing and take action with regard to cancellation of the teacher's contract at its next regular meeting or a special meeting called for the purpose.

If the Board determines that the teacher's contention has been established, it shall provide written notice to the teacher and the superintendent that the teacher's contract will not be cancelled.

5. Exclusive procedure

This procedure is the only procedure that may be used in a reduction in force of teachers.

Approved March 18, 2010

Revised April 28, 2011

Resignation of Instructional Staff/Administrative Staff

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

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

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

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

Current practice codified 1995
Adopted; date of manual adoption
Revised November 21, 2013

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)

NOTE: State law prohibits school districts from entering into a settlement agreement that would restrict the district's ability to share any relevant information related to a conviction for child abuse or a sexual offense against a child and that pertains to the incident upon which the employee's dismissal or resignation is based. C.R.S. 22-32-109.7 (3).

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

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

Mandatory reporting requirements – unlawful behavior involving a child

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

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

Mandatory reporting requirements – other offenses

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

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

- k. misdemeanor sexual assault on a client by a psychotherapist, as described in C.R.S. 18-3-405.5;
- l. misdemeanor child abuse, as described in C.R.S. 18-6-401;
- m. misdemeanor involving the illegal sale of controlled substances;
- n. physical assault;
- o. battery;
- p. a drug-related offense; or
- q. an offense committed outside of this state, the elements of which are substantially similar to any offense described in items a-m above.

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

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

The superintendent shall also notify CDE when:

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

Approval November 21, 2013

Retirement of Professional Staff

Employment decisions of the Board of Education are based on many factors. Therefore, 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.

Current practice codified 1995

Adopted: date of manual adoption

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

CROSS REF.: GCQF, Discipline, Suspension and Dismissal of Professional Staff Members (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.

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

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

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

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

Current practice codified 1995
Adopted: date of manual adoption
Revised November 21, 2013

LEGAL REFS.: 15 U.S.C. 1681 *et seq.* (Fair Credit Reporting Act)
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, Rules 2260.5-R-15.00 *et seq.* (mandatory reporting requirements)

CROSS REF.: GBG, Liability of School Personnel/Staff Protection

NOTE 1: State law prohibits school districts from entering into a settlement agreement that would restrict the district's ability to share any relevant information related to a conviction for child abuse or a sexual offense against a child and that pertains to the incident upon which the employee's dismissal or resignation is based. C.R.S. 22-32-109.7 (3).

NOTE 2: An employee who is terminated for a felony domestic violence and/or a felony drug offense may reapply for district employment after five years have passed since the date the offense was committed. C.R.S. 22-32-109.8 (6.5)(b). For a felony domestic violence offense, the applicant must also show successful completion of any court-ordered treatment.

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

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

Mandatory reporting requirements – unlawful behavior involving a child

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

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

Mandatory reporting requirements – other offenses

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

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

- i. misdemeanor sexual assault, as described in C.R.S. 18-3-402;
- j. misdemeanor unlawful sexual conduct, as described in C.R.S. 18-3-404;
- k. misdemeanor sexual assault on a client by a psychotherapist, as described in C.R.S. 18-3-405.5;
- l. misdemeanor child abuse, as described in C.R.S. 18-6-401;
- m. misdemeanor involving the illegal sale of controlled substances;
- n. physical assault;
- o. battery;
- p. a drug-related offense; or
- q. an offense committed outside of this state, the elements of which are substantially similar to any offense described in items a-m above.

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

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

The superintendent shall also notify CDE when:

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

Approved November 21, 2013

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.

Survey, assessment, analysis or evaluation of students

Except as otherwise permitted by law, no student shall be required without prior written consent to submit to a survey, assessment, analysis or evaluation that reveals information concerning:

1. Political affiliations or beliefs of the student or the student's parent/guardian.
2. Mental and psychological problems of the student or the student's family.
3. Sex behavior or attitudes.
4. Illegal, anti-social, self-incriminating or demeaning behavior.
5. Critical appraisals of other individuals with whom the student has a close family relationship.
6. Legally-recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers.
7. Religious practices, affiliations or beliefs of the student or the student's parent/guardian.
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.)
9. Social security number

File: GCS

Participation in such research or experimentation programs shall require the prior written consent of the parent/guardian or emancipated minor.

All instructional and supplementary materials used in connection with any research or experimentation program or project shall be available for review by the parents/guardians of students involved in the project.

Current practice codified 1995
Adopted: date of manual adoption
Revised July 19, 2012

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

Note: Policies and regulations in this GD section (Support Staff) pertain to classified and noncertificated /licensed staff and cover all categories of clerical personnel, food services personnel, maintenance and custodial personnel, bus drivers, etc..

Definitions

1. A full-time classified employee works from 21-40 hours per week.
2. A part-time classified employee works 20 hours or less per week.

Categories

The following shall be considered non-certificated personnel:

1. Secretaries
2. Teacher aides
3. Custodians
4. Maintenance personnel
5. Transportation personnel

Adopted May 13, 1991

Support Staff Positions

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

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

Support staff employees, unless otherwise designated by contract, shall be considered "at will" employees who serve at the pleasure of the 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.

Only the Board may abolish a position that it has created.

Current practice codified 1995

Adopted: date of manual adoption

Legal references updated April 18, 2008

LEGAL REFS.: C.R.S. 22-32-109 (1)(f)
C.R.S. 22-32-110 (1)(h), (ee)
20 U.S.C. 6319 (*paraprofessional requirements under No Child Left Behind Act of 2001*)
34 C.F.R. 200.58, 200.59 (*federal regulations regarding paraprofessional qualifications*)

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

NOTICE OF ASSIGNMENT SUPPORT STAFF EMPLOYEE

DATE: _____

TO: _____

SS# _____

Pursuant to your monthly/hourly employment with _____ School District ____, you are hereby notified that your assignment(s) shall be as follows:

Position: _____

Location: _____

The assignment (or assignment) may be changed and/or modified from time to time as the needs of the school district require in accordance with applicable policies, regulations, procedures and directives of _____ School District ____.

Your salary placement is Pay Grade _____, Step _____ while in this assignment and will be at the rate of \$_____ per hour. You will be paid in _____ monthly installments.

It is recognized that in order to insure continuity and uniformity in payment of salaries, certain portions of your salary may be paid to you prior to the time the salary is earned. In the event you cease to be employed by _____ School District ____ for any reason whatsoever, you shall promptly repay to the district any amounts which have not been earned as of the date of such separation. You shall receive benefits and vacation in accordance with district policies and procedures.

This document is to provide you with written notice of actions taken pursuant to your employment. Employment shall at all times be subject to applicable policies, regulations, procedures and directives of _____ School District ____ through its appropriate supervisory personnel and all applicable state and federal statutes.

Other pay information may be attached and considered to be an integral part of this document if initiated by the director of personnel.

All employment actions are subject to ratification and approval by the Board of Education of _____ School District _____. Support staff employees serve at the pleasure of the Board and have only those employment rights expressly established by Board policy.

School District _____, _____ County, Colorado

By: _____ Director
of Personnel

NOTE: Any questions regarding this Notice of Assignment must be submitted to the director of personnel or his designee within two weeks of the notice issue date.

Hinsdale County School District RE-1, Lake City, Colorado

Support Staff Salary Schedules

The Board may establish salary schedules for classifications of the support staff members.

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.

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

Adopted May 13, 1991

Revised to conform with practice: date of manual adoption

LEGAL REFS.: C.R.S. 22-32-109 (1)(f)
C.R.S. 22-32-110 (5)
C.R.S. 22-44-115.5 (2)

CROSS REF.: DBH*, Fiscal Emergencies

Support Staff Supplementary Pay/Overtime

Overtime

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

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

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

An employee shall be permitted to use compensatory time within a reasonable period of time after making a request to his supervisor. Such requests shall 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 advises him that accrual of additional hours is allowed under the law.

All overtime work shall require the advance approval of the employee's principal and/or other immediate supervisor. An effort shall be made whenever possible not to schedule non-exempt employees for more than 40 hours per week.

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

Rates for supplementary services

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

Adopted December 4, 1984

Revised to conform with practice: date of manual adoption

LEGAL REF.: 29 U.S.C. §201 *et seq.* (Fair Labor Standards Act)

File: GDBC

CROSS REF.: KF, Community Use of School Facilities

Hinsdale County School District RE-1, Lake City, Colorado

Support Staff Fringe Benefits

Full-time support staff members shall receive the same fringe benefits as are provided for professional staff members.

Adopted May 13, 1991

Revised to conform with practice: date of manual adoption

CROSS REF.: GCBD, Professional Staff Fringe Benefits

Support Staff Vacations and Holidays

The following shall be paid holidays:

1. Labor Day
2. Thanksgiving Day and the Friday following
3. Christmas Day
4. New Year's Day
5. President's Day
6. Memorial Day
7. July 4 (if within the work year for a particular employee)

Adopted May 13, 1991

LEGAL REF.: C.R.S. 22-1-112

Support Staff Recruiting/Hiring

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

Recruiting

The recruitment and selection of candidates for these positions shall be the responsibility of the superintendent. Only qualified paraprofessionals, as defined by the No Child Left Behind Act of 2001, shall be hired to provide instructional support for students in Title I Schoolwide and Targeted Assistance Programs.

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

Background checks

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

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

Hiring

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

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

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

Adopted May 13, 1991

Revised to conform with practice: date of manual adoption

Revised July 24, 2001

Legal references updated April 18, 2008

Revised April 26, 2012

File: GDE/GDF

LEGAL REFS.: 15 U.S.C. §1681 *et seq.* (Fair Credit Reporting Act)
20 U.S.C. §6319 (paraprofessional requirements under No Child Left Behind Act of 2001)
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)
34 C.F.R. 200.58, 200.59 (federal regulations regarding paraprofessional qualifications)
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. 22-32-109 (1)(f) (Board duty to employ personnel)
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. 24-5-101 (effect of criminal conviction on employment)
C.R.S. 24-34-402 (1) (discriminatory and unfair employment practices)

CROSS REFS.: GBA, Open Hiring/Equal Employment Opportunity
GDA, Support Staff Positions
GDAA*, Title I Paraprofessionals

Support Staff Recruiting/Hiring

Background checks

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

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

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

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

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

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

Credit reports

The superintendent 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 superintendent 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 or

an authorized district employee and a notarized, completed form (described in 2 below) as required by state law.

2. On the form the applicant must certify either that he or she has never been convicted of a felony or misdemeanor charge, not including any misdemeanor traffic offense, or that he or she has been convicted of a felony or misdemeanor charge (not including any misdemeanor traffic offense). The form must specify the felony or misdemeanor, the date of conviction and the court entering judgment.
3. The school district will release the fingerprints to the Colorado Bureau of Investigation for the purpose of conducting a state and national fingerprint-based criminal history record check utilizing the records of the Colorado Bureau of Investigation and the Federal Bureau of Investigation.
4. Although an applicant may be conditionally employed prior to receiving the results, he or she may be terminated if the results are inconsistent with the information provided on the 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 may 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 superintendent will report the name, address and social security number of every new employee to Colorado State Directory of New Hires, P.O. Box 2920, Denver, Colorado 80201-2920.

2. This report, due within 20 days of the date of the hire or on the first payroll after the 20 days have expired, shall be submitted even if the employee quits or is terminated before the report is due. Upon termination, the employee's last known address, the fact of the termination, and the name and address of the employee's new employer, if known, shall be reported to the applicable court or agency.
3. Upon receiving a Notice of Wage assignment, the district shall remit the designated payment within 7 days of withholding the income according to instructions contained in the Notice. Child support withholding takes priority over other legal actions against the same wages.

Title I paraprofessionals

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

Approved October 1980

Revised to conform to practice; date of manual adoption

Legal references updated April, 2008

Revised July 28, 2011

Revised November 21, 2013

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

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

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

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

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

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

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

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

Current practice codified 1995
Adopted: date of manual adoption
Note updated July, 2011

LEGAL REFS.: C.R.S. 22-32-109.7
C.R.S. 22-32-109.8

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

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

Support Staff Schedules and Calendars

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

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

Current practice codified 1995
Adopted: date of manual adoption

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

CROSS REFS.: DBH*, Fiscal Emergencies
IC/ICA, School Year/School Calendar

Evaluation of Support Staff

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

The Board of Education delegates to the superintendent or his designee the responsibility for developing evaluation procedures for all classified personnel. Such plans shall insure that classified employees are evaluated at least twice during the probationary period and at least annually thereafter.

Support staff personnel shall be on probation for the first 60 days of employment. During this time, the employee shall receive ten cents less per hour than the appropriate salary but not less than the minimum wage as specified by law. At the end of the probationary period, employment may be continued or terminated.

Following the probationary period, an employee's immediate supervisor shall perform an evaluation interview. The interview shall cover information contained in a personal evaluation form familiar to both the employee and his immediate supervisor plus any other information of mutual interest. The evaluation report shall be retained by the immediate supervisor with a copy given to the employee.

Regular employees

Each regular classified employee shall be evaluated at least once each year by his 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 copy of the fully signed report will be retained in the employee's file in the personnel office.

Adopted May 13, 1991

Revised to conform with practice: date of manual adoption

Resignation of Support Staff

In those cases where a classified employee submits a voluntary resignation, he shall be required to give two weeks' written notice. Failure to comply with this requirement may result in forfeiture of any termination benefits. Exceptions may be granted for extenuating circumstances upon application to and approval by the superintendent or his designee.

If an employee resigns for health reasons, a doctor's letter shall be required stating that the reason for quitting is due to a health problem.

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 immediately notifying the Colorado Department of Education (CDE) and for providing any information requested by the department concerning the circumstances of the resignation. The district also shall notify the employee that information concerning his resignation is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.

Current practice codified 1995

Adopted: date of manual adoption

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

Retirement of Support Staff

Employment decisions of the Board of Education are based on many factors. Therefore, 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.

Adopted December 14, 1984

Revised to conform with practice: date of manual adoption

LEGAL REFS.: Age Discrimination in Employment Act, 29 U.S.C. 621 *et seq.*
C.R.S. 24-51-101 *et seq.* (Public Employees' Retirement Association)
C.R.S. 24-34-402

Discipline, Suspension and Dismissal of Support Staff

The dismissal of support staff members as a disciplinary matter is separate and distinct from decisions the Board of Education makes as needed about employment or continued employment of support staff members.

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

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

Classified employees generally shall be given notice of their dismissal two weeks prior to the effective date. At a minimum, the superintendent or designee notifying an employee of dismissal for cause shall have a conference with the employee.

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 is delegated the responsibility for immediately notifying the Colorado Department of Education (CDE) and for providing any information requested by the department concerning the circumstances of the dismissal. The district also shall notify the employee that information concerning his dismissal is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.

Current practice codified 1995
Adopted: date of manual adoption

LEGAL REFS.: C.R.S. 19-3-301 *et seq.* (Child Protection Act of 1987)
C.R.S. 22-32-109.7
C.R.S. 22-32-110 (1)(h)
C.R.S. 22-32-126 (3)

CROSS REF.: GD, Support/Classified Staff

