



NEGOTIATED POLICIES

**AS RECOMMENDED BY
THE COLLABORATIVE BARGAINING TEAM**

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OVERVIEW

Collaborative Bargaining is the process employed by the Salida School District to develop recommendations for staff and the Board of Education on issues within the scope of bargaining according to R-32-J's Collective Bargaining Team Handbook. The Collaborative Bargaining Team (CBT) consists of representatives from all groups within the District that have an interest in these issues and believes that parity must exist among the parties represented for Collaborative Bargaining to be successful. The Team comes to a shared agreement (consensus) on all issues. The Team will spend the time necessary for the process to work within its self-imposed time frame.

It is the role of the Collaborative Bargaining Team to strive to provide economically competitive salaries, other compensation, and a satisfying work environment for all employees in the Salida School District. To achieve this goal, the Collaborative Bargaining Team will address all of the following:

- Honor and respect for all employees
- Fiscal responsibility
- Board legal responsibilities
- Transparency
- Input from constituents
- Prior collaborative bargaining decisions
- Responsibility to the students and community

SCOPE

Salary, benefits and other issues for certified and support staff, and for administrators where appropriate, are within the scope of Collaborative Bargaining. Policies to be understood as subject to the Interest Based Bargaining Process (IBB) managed by the CBT are denoted in the policies with an 'N', meaning negotiated.

BELIEFS

We believe that:

- All of us are trustworthy and capable of trusting each other.
- A facilitator will benefit the collaborative bargaining process. The Collaborative Bargaining Team will have the final approval on who that facilitator (internal or external) will be.
- We need to be diligent at keeping our constituents informed. We believe in respectfully communicating our progress with all district employees.
- Parity must exist among the parties represented for Collaborative Bargaining to be successful.
- The Collaborative Bargaining Team will come to a shared agreement on all issues. The Collaborative Bargaining Team will spend the time necessary for this process to work within the CBT self-imposed time frame.

PROCEDURES

Gathering Issues

1. It will be up to each interest group to determine how they will gather and prioritize issues.
2. CBT will meet by October 1 to examine the need to research background information on the issues to prepare for the fall session, prioritize the issues and form subcommittees to work on these issues.
3. Questions, concerns and input for consideration by the subcommittees should be submitted to the appropriate subcommittee by the November CBT meeting.
4. Subcommittees of the CBT are working on issues already brought to CBT and report their recommendations directly to CBT.

Time Frame for Bargaining

The Collaborative Bargaining Team's time frame for bargaining has a goal of up to four sessions per year. If additional meetings greater than the four sessions are necessary, additional meetings may be scheduled. Meetings for the year will be scheduled at the start of each school year.

Rationale for Time Frame

The bargaining timeline should:

- Allow time to gather and prioritize issues.
- Allow time to form subcommittees.
- Allow time for subcommittees to research issues and make recommendations.
- Allow time for CBT to meet, decide, communicate, and collect feedback.
- Allow time for CBT to agree on final package and communicate.
- Allow time for cote and revote if needed.
- Provide for timely response to concerns and implementations.

Communication

The Collaborative Bargaining Team needs to be diligent in keeping its constituents informed. Team members believe in respectfully communicating their progress with all district employees. The Collaborative Bargaining Team uses the following procedures to improve communication during collaborative bargaining:

1. For each meeting, CBT will use email to send the summary to all staff. CBT representatives will also post hard copies at each work site. Individuals are encouraged to give input to their representatives.
2. Once CBT has a **tentative** agreement, hard copies will be distributed at each work site, and the agreement will be e-mailed to all staff. It will be clearly marked **TENTATIVE** and it will include a list of ways individuals can give input (email, voice mail, CBT box at each site, meetings).
 - a. No CBT member should present official information alone. There should be at least one representative, from a different interest group or building, presenting information and gathering input. Information presented to the board will be presented by the superintendent.

- b. Presenters will not answer questions at this time unless they are sure of the answers. Complex questions will be written down and responded to by appropriate communication methods in a timely manner.
3. It is understood that each interest group (e.g. SEA, certified staff, classified staff, Board, administration) may also meet separately to discuss tentative agreements, and provide direction for the representatives.
4. After CBT reviews input and reaches a final agreement:
 - a. Hard copies of the final agreement will be distributed to all CBT members, Board, and to each work site.
 - b. The final agreement will include the voting procedure and information items.
 - c. The final agreement will be presented to all staff and the Board. A CBT representative or representatives will make presentations and be available to answer questions.
5. After the final agreement is presented to all parties, the agreement will be voted on by all staff, utilizing the approved voting procedures. Then the Board will vote on the package at its next regularly scheduled meeting.
6. Results of the vote will be communicated to all staff and Board via email and posted at each work site.

REPRESENTATION

Group

Representatives

Representation shall not exceed the following:

Board of Education

Superintendent and two Board members

Administration

One Principal chosen by the Administrative Team
(The Business Manager for purposes of providing
Information – nonvoting member)

Support Staff

One from each of the following groups, membership
determined within each department:

- Transportation
- Food Service
- Secretaries
- Aides

- Maintenance and Custodians

Teachers

Two teachers selected by S.E.A. from each of the Elementary, Middle School, and High School levels for a total of 6.

SEA President.

FACILITATION

A facilitator or co-facilitators will benefit the collaborative bargaining process. The Collaborative Bargaining Team will have the final approval on who the facilitator(s) (internal or external) will be.

NORMS of the COLLABORATIVE BARGAINING TEAM MECHANICS

- Time: Start and end on time ***always***.
- Talk: Remain seated when talking and only one speaker at a time.
- Absence: Bring yourself up to date as to issues covered.
 - Equals agreement unless primary stakeholders are not present (primary stakeholder groups: board of education, administration, support staff, teachers)
 - If fewer than 75% of members can be present, meeting will be postponed.
- Signals: Use to signify agreement (i.e. thumbs up or fist/five).
- Efficiency: "I concur" or "ditto" or "I pass".
- Issues: If brought in after the deadline, only elaborate
 - If it's new, defer to next year.
- Confidentiality: Respect the process... "No names, no blame".
- Commitment:
 - Notify facilitator and other member(s) of you absence, tardiness, or schedule restrictions.
 - Participate.
 - Be reliable as a representative of others.
 - Have best interest of all, starting with students.
 - Don't report unless you were present the entire time (present a united voice).
 - Clean up after yourself.
 - Leave each meeting equally well informed.
- Cell Phones: On "stun" (vibrate)
- Term Members will have a maximum four year term unless an exception is agreed to by the existing CBT. This applies to board member, principal, certified and classified staff.

PHILOSOPHY

- Express interests not positions:
 - Interest – a goal, need, desire, or fear underlying a position.
 - Position – a stance either a person or a group takes.
- Honor these principles by "Doing it Right":
 - Compromise – does consensus always mean 100% agreement?
 - Share – always share up front, not after the fact.
 - Empathize – each group will have interests
 - Communicate – you need to truly understand before attempting to explain to your group.
 - Listen – to understand and not to respond... It might change your response.
 - Humor – try to be comfortable with the process.
 - Celebrate – acknowledge group decision positively.

RELATIONSHIPS

- Respect: Listen without interrupting:
 - Seek first to understand.
 - Be trustworthy and capable of trusting.
 - Parity must exist between the participants.
- Debate: Agree to disagree with no personal attacks.
 - Leave personal conflict outside.
- Safety: Acknowledge discomfort with verbal and non-verbal challenges.
- Neutrality: Discuss “vested interest” of member before discussion of issue.

ROLES and EXPECTATIONS of CBT MEMBERS

Team members will abide by the norms adopted by the group. Members may propose new norms and recommend changes to or request elimination of existing norms.

Members are expected to be on time for meetings and to attend the entire meeting. Members who must arrive late, leave early, or who cannot attend a meeting must notify the facilitator. If meetings run over time, members may leave at any time after the designated ending time.

All members represent a constituency. Members are responsible for representing the interests of that constituency to the Collaborative Bargaining Team and communicating the tentative agreements of the team to that constituency. In addition, members are to be available to staff members who have questions about issues or who want to present information or concerns to the team.

GUIDELINES for ACCEPTING CBT SUBCOMMITTEE REPORTS

- The subcommittee is representative of stakeholders.
- The subcommittee addresses the changes from the Collaborative Bargaining Team.
- The subcommittee made informed recommendations.
- Is there any information Collaborative Bargaining Team members are aware of that the subcommittee did not take into account?
- Is there a compelling reason to change the recommendation of the subcommittee?

CRITERIA for CATEGORIZING ISSUES

Category

Criteria

Accept Issue

- Issue addresses a Board of Education goal.
- Issue affects many people.
- Issue clarifies a negotiated policy.
- Issue corrects an injustice or error.

Reject Issue

- Issue is in conflict with Board of Education legal responsibilities.
- Issue affects only one or very few people now and in the future.
- Issue already addressed in policy.
- CBT has already rejected or addressed the issue previously and no new information, circumstances or solutions have been presented.
- Addressing the issue would result in an injustice to a group or individual.
- Issue is outside the scope of the Collaborative Bargaining process.

Refer Issue

- Issue is outside the scope of the Collaborative Bargaining process.
- Issue is already being addressed by another group or individual.

Clarify Issue

- Issue is incomplete or unclear.

HOW DECISIONS ARE MADE

All decisions of the Collaborative Bargaining Team, to include its operating handbook, are made by a consensus of the members present at the meeting. Absence equals agreement.

VOTING PROCEDURES

Ballots for ratification of CBT recommendations will be distributed to workplaces at least one (1) day in advance of the vote. Proxy ballots can be obtained from CBT representatives.

Time between the final package and voting will be determined by CBT, taking into consideration the school calendar.

Ballots will be color-coded by employee classification.

A ballot box will be available at each workplace.

Ballots must be in the ballot box by 5:00 p.m. on the day of the vote. These voting procedures will be redistributed before each vote.

A simple majority of the support staff determines the outcome of the support staff package. A simple majority of the certified staff determines the outcome of the certified staff package. A simple majority of the Board of Education ratifies the entire package.

If support staff, certified staff or the Board of Education vote down a package, then the Collaborative Bargaining Team will renegotiate for all.

A comment section will be included on each ballot.

Voting results will be reported for certified and support staff, but not by work place. The CBT will receive a breakdown of the voting results by work site and staff classification.

NORMS for PUBLIC OBSERVATION of the CBT PROCESS

Public observation of the Collaborative Bargaining Process during work sessions is welcome by the CBT. The CBT uses the “Interest Based Bargaining” process with the intention of contributing to student success and improving staff working conditions, creating staff guidelines and policies, and negotiating salary and benefits for all employees in the district. In addition to improving working conditions and compensation, ideas are generated through collaborative bargaining that address issues and challenges to student achievement, innovation and reform.

The team will work collaboratively over time to create recommendations to the staff and Board of Education. Discussions evolve over a series of meetings and issues are described and solutions articulated. Visiting public may hear only part of the conversation and may not have all of the information. Visitors will be asked to wait for final recommendations before sharing any content to the collaborative bargaining. The CBT requests that visitors:

- Are observers and listeners and not participants.
- Listen to learn and understand.
- Respect the work of the individuals and the team.
- Do not use audio or visual recording devices during the process.
- Remain in the designated area.
- Do not lobby CBT members or disrupt the process
- Individuals who fail to comply with CBT norms will be asked to leave.

PURPOSE

It is our belief that the primary function of the school district is to assure each child attending school the highest level of educational opportunity obtainable. We believe that the objectives of the educational program are realized to the highest degree when mutual respect, understanding, cooperative effort, and effective communication exist among all district employees.

To facilitate the accomplishment of these objectives, it is necessary that a process be used that gives all employees an opportunity to influence decisions and still provide the Board of Education the latitude to exercise its rights and responsibilities. In order for the process to be viable, it requires that participants in the process act in good faith when developing, recommending, and approving resolutions that are generated through this process.

This process was developed on the premise that candid discussion on issues, in the format established, can lead to solutions that take into consideration the impact on students, staff, the Board of Education, and the community.

DEFINITIONS are specific to clarifying roles and representation in the procedures for amending policies (Refer to Policy GC and GD for other definitions outside of policy amendments)

1. "DISTRICT" shall mean the Salida School District, Number R-32-J, of the State of Colorado.
2. "BOARD" shall mean the "Board of Education" or "Board of Directors" for the Salida School District.
3. "DIRECTOR(S)" shall mean members of the Board.
4. "SUPERINTENDENT" shall mean the Superintendent of the District.
5. "SEA" shall mean the Salida Education Association, which is the negotiating unit for Teachers.
6. "SESPA" shall mean the Salida Educational Support Professionals Association
7. "CBT" shall mean Collaborative Bargaining Team as defined by GBB-E, which exhibits the CBT Handbook
8. "TEACHERS" shall include all instructional full-time and part-time contracted, licensed, professional employees (including Special Service Providers), and other instructional and pupil services personnel.
9. "ADMINISTRATORS" shall include contracted central office staff and certified personnel, including the building Principals, Assistant Principals, Director of Academic Affairs, and the Special Education Director.
10. "CLASSIFIED STAFF" shall include all employees of the District whose position does not require certification or licensure by CDE, and who are assigned to duties for the District at least four (4) hours per day. The term "Classified Staff" includes paraprofessionals, aides, building and grounds, secretarial, transportation, technology, data-management and food service employees.
11. "MANAGERS" shall include the Dean of Students, Food Service, Facilities, Facilities Use, Transportation, Technology, Athletic and Activities
12. "DAY," shall mean working day, as defined in an employee's contract or work agreement.
13. "ASSOCIATION" shall refer generically to either SEA or SESPA as the context may indicate. The plural form "Associations" shall refer to both.
14. "RECOGNIZED EMPLOYEE GROUPS" consist of only those employees of the District who are on a .5 FTE or more (combined total of all assignments) and are represented in negotiations by an Association. Administrators and Managers are the only employees of the District not able to be represented by one of the Associations.

RECOGNITION

The Board recognizes the SEA as the sole and exclusive representative of their constituents, the majority of whom have indicated their desire to have the SEA act in that capacity.

Prior to the regular meeting of the Board of Education in October, an association, previously unrecognized wishing to represent its constituency must submit a letter requesting recognition and provide documentation which verifies current membership to the Board of Education.

Associations will represent equally all members of the Recognized Employee Groups in their respective categories without regard to membership in, participation in, or association with the activities of SEA and/or other employee organizations. The parties recognize that membership in the SEA and/or other employee organizations are not a requirement for employment by the District.

In order to change representation the following steps shall be followed.

- a. The exclusive recognition of SEA as the representative of Teachers and SSPs granted herein shall continue throughout the term of this policy provided, however, that any person represented by SEA or other recognized group may during the months of March and October of any year submit a petition to the Board signed by thirty percent (30%) of the persons represented by such person's Association stating that they desire to be represented by another organization or by no organization. Said petition shall request that an election be held to determine what representation, if any, the petitioning employee group will have. The petition shall have stated thereon, exactly, the question to be presented to the voters of the Association being challenged.
- b. Within thirty days of receipt of the petition by the Secretary of the Board, the Secretary shall hold a fair and impartial election to answer the question stated on the petition. To oversee the election and to assure the election is run in a fair and impartial manner the Secretary shall appoint a six (6) member election commission consisting of two persons representing the Association being challenged, two persons representing the Board, and two persons representing the petitioners. The Association shall have the right to designate its two commission representatives. It will be the responsibility of the election commission to conduct and to certify the results of the election. The Board shall pay the cost of the election. No more than one such election shall be held in any one school year.
- c. A majority for the purpose of the election shall be a majority of the persons represented by the Association that is being challenged.
- d. If recognition is lost pursuant to the process described herein, this recognition of negotiating power shall expire as of the date of the election, as to the Recognized Employee Groups represented by the Association that lost the election.

GENERAL PROVISIONS

- a. No party will discriminate against any person for reasons of employment, assignment, promotion, or account of race, creed, color, national origin, sex, marital status, age, sexual orientation, or because of Association activities or activities protected by the Constitution and Statutes of the United States and of the State of Colorado.
- b. The Board, and the Recognized Employee Groups shall carry out the commitments contained herein and give them full force and effect. Each member of a Recognized Employee Group, each Director of the District, and each Administrator shall be responsible for being familiar with the terms and conditions of all policies.
- c. For convenient access by employees and others, the ratified Negotiated Policies shall be posted and maintained on the District website until terminated, amended or superseded. Any employee having questions about any provision of the negotiated policies may contact his/her association president or designee.
- d. The provisions of these negotiated policies shall prevail as to any matter addressed herein where any conflict exists between the Board and any employee who is a member of one of the Recognized Employee Groups, or any other policy.
- e. Any individual contract between the District and any individual employee shall be subject to, and dependent upon, the terms of the negotiated policies.
- f. Policies relating to salaries or outlays of money may require additional revenue for the School District. The Board may include in budgets such additional revenue. If the Board cannot legally allocate such additional revenue from the resources available in the general fund any policy made that requires additional revenue shall be void. Nothing in these negotiated policies shall require the Board to submit to the voters of the District any ballot question relating to obtaining additional revenues, whether by increase in taxes, bonded indebtedness, or any other source whatsoever.
- g. It is understood and agreed that all rights, powers, and authority of the Board which are not specifically waived, compromised, or otherwise mentioned or limited in this agreement, shall be retained by the Board.

SCOPE OF NEGOTIATIONS

Subjects for annual negotiation are limited to salaries, fringe benefits, existing negotiated policies, and items mutually agreed upon by the CBT to be necessary.

Policies to be understood as subject to this policy's unique amendment process are recorded in policy GB-E-N "Negotiated Policy Table of Contents"

CHANGES TO NEGOTIATED POLICIES

There shall be no changes to the identified negotiated policies unless such changes result from the utilization of the collaborative bargaining process. This vote shall be conducted in accordance with the CBT voting procedures.

No change, rescission, alteration, or modification of the listed policies, in whole or in part, shall be valid unless the same is ratified by all recognized employee groups and endorsed in writing. The process of CBT must be followed fully prior to any changes. Reference Policy GBB-E - CBT Handbook for details.

The Board and the recognized employee groups recognize that the Board has certain powers, discretions and duties that, under the Constitution and Laws of the State of Colorado, may not be delegated, limited or abrogated by Policy with any party. Accordingly, if any provision of the listed policies, or any application to any employee covered hereby, shall be found contrary to law, such provision or application shall have effect in the law only to the extent permitted by law. All other provisions or applications of the listed policies shall nevertheless continue in full force and effect. Established Board Policies will be changed only at any duly posted Board meetings.

If changes to Federal or State laws require a legal change, then the Superintendent shall redline the necessary changes, sending copies of each full policy to all CBT members prior to beginning the process of change as per Policy BG. If any member of CBT believes the change is substantive in nature, then the Superintendent shall schedule a meeting of the CBT to discuss the changes and potential need for an MOU as noted in the case of an emergency and prior to the third reading public board reading.

Changes in cases of emergencies- If and when the CBT agrees that Negotiated Policies require immediate revision, a Memorandum of Understanding (MOU) shall be established. The agreed upon language of the MOU shall be contained in an addendum to the NP until such time that staff and the Board of Education vote on the current ratified NP. Certain MOU's may require Board approval prior to implementation if there is a statutory requirement to do so. Policy BG will be used as a guiding reference during this process.

NEGOTIATIONS PROCEDURES

A. Composition of CBT

GROUP	REPRESENTATIVES
Board of Education	<ul style="list-style-type: none">• Two Board members
Administration	<ul style="list-style-type: none">• Superintendent and one Principal chosen by the Administrative Team (The Business Manager for purposes of providing information - nonvoting member)
Support Staff	<ul style="list-style-type: none">• One from each of the following employee groups, membership determined within each department:<ul style="list-style-type: none">o Transportationo Food serviceo Secretarieso Paraprofessionalso Maintenance and custodians
Teachers	<ul style="list-style-type: none">• Two teachers selected by S.E.A. from each of the PreK/Elementary, Middle School, and High School levels for a total of 6 teachers.• S.E.A. president

A-1. The names of the members of the respective representatives of the groups included in the CBT will be exchanged no later than September 15th at which time a training session will be scheduled prior to October 1. Each group will be limited to the members listed in the above table. Unless otherwise agreed, the composition of the CBT shall not be changed during the period of negotiations, except for extenuating circumstances such as illness or leaving the employment of the District.

A-2. All parties shall make available to each other information pertinent to negotiations including: annual audit, annual budget, staffing and salary information, etc. upon request.

A-3. The District Business Manager, though not a member of the CBT, will be invited to attend the first session and will make a presentation to the full CBT providing information about the District's financial status and capabilities, and to answer questions from the CBT members. The Finance Director will be consulted about his/her independent financial opinion concerning the District's ability to meet increased and/or additional financial obligations throughout the negotiation process.

B. Time Frame for Bargaining

The CBT's time frame for bargaining has a goal of up to four sessions per year. If additional meetings greater than the four sessions are necessary, additional meetings may be scheduled. Meetings for the year will be scheduled at the start of each school year.

C. Communication

The CBT will be diligent in keeping its constituents informed. Team members believe in respectfully communicating their progress with all district employees. The CBT uses the following procedures to improve communication during collaborative bargaining:

C-1. For each meeting, CBT will use email to send the summary to all staff. CBT representatives will also post hard copies at each work site. Individuals are encouraged to give input to their representatives.

C-2. Once CBT has a tentative Policy, hard copies will be distributed at each work site, and the Policy will be e-mailed to all staff. It will be clearly marked TENTATIVE and it will include a list of ways individuals can give input (email, voice mail, CBT box at each site, meetings). The Policy will be taken to staff for input using the following format:

- No CBT member should present official information alone. There should be at least one representative, from a different interest group or building, presenting information and gathering input. Information presented to the board will be presented by the superintendent.
- Presenters will not answer questions at this time unless they are sure of the answers. Complex questions will be written down and responded to by appropriate communication methods in a timely manner.

C-3. It is understood that each interest group (e.g. SEA, certified staff, classified staff, Board, administration) may also meet separately to discuss tentative Policies, and provide direction for their representatives.

C-4. After CBT reviews input and reaches a final Policy recommendation:

- Hard copies of the final Policy including a summary of changes will be distributed to all CBT members, the Board, and to each work site.
- The final NP will include the voting procedure and information items.
- The final NP will be presented to all staff and the Board. CBT representatives will make presentations and be available to answer questions.

C-7. After the final NP is presented to all parties, the NP will be voted on by all staff, utilizing the approved voting procedures. Then the Board will vote on the package at its next regularly scheduled board meeting.

C-8. Results of the vote will be communicated to all staff and Board via email and posted at each work site.

D. Conduct of Negotiations:

D-1. Any CBT party may recess to private caucus with a limited time frame agreed to by all parties at any time during a session.

D-2. All parties will negotiate in good faith. Good faith is defined as an honest attempt to resolve issues that arise during the negotiations process. The obligation of good faith negotiations does not compel either party to agree to a proposal or require the making of a concession.

D-3 The parties will commit to utilizing the interest-based problem solving procedure.

D-4. During negotiations, the Board and the Association(s), through their respective members of the CBT, will make available relevant data, exchange points of view, present options, and develop standards to judge options. Upon request of either team, the other team will make available for inspection its records and data pertinent to the subject of negotiations.

D-5. Any party may, if it so desires, utilize the services of a consultant to assist it in negotiations.

D-6. Negotiation sessions of the CBT shall be conducted at mutually agreeable times and locations. All negotiation sessions shall be open unless mutually agreed otherwise. The parties will agree on any communications to be released.

D-7. When the members of the CBT desire that negotiations be scheduled during the school day and the Superintendent authorizes it, the employee members shall be released from their regular duties without loss of time and pay, and a substitute will be provided.

IMPASSE

The collaborative bargaining process shall be deemed at impasse if no agreement on a policy pertaining to the issues presented has been reached by the end of the school year and/or is deemed time sensitive.

If negotiations within CBT have reached an impasse, then the facilitator and/or the Superintendent will contact the Federal Mediation and Conciliation Services (FMCS) within 5 business days and FMCS will develop a process for bringing the issue to conclusion within 60 days. CBT will approve the suggested process. Once approved, all parties will honor and abide by the process.

DISSEMINATION OF POLICY

All policy, including those managed through the input process outlined in this policy and including the final changes shall be distributed to all parties and posted on the district website. Changes to policy shall be updated in a timely manner.

Adopted: May 14, 2002

Reviewed and Approved: March 04, 2008

Revised and Adopted: June 6, 2017

Dues Deductions:

The Board agrees to deduct from the employee's salary an amount certified by SEA and SESPA to cover dues for the SEA and SESPA, the Colorado Education Association, and the National Education Association upon receipt of a continuing salary deduction form signed by the individual employee. The dues shall be deducted in twelve (12) equal amounts. SEA and SESPA must notify the District Administration Office prior to the 15th of any month that action will take place.

Said form shall include a waiver of all rights and claims against this Board and school district for monies so deducted.

These dues deductions shall be transmitted monthly to the Treasurer of the SEA and SESPA.

Said deductions and remittances shall continue automatically from year to year with the employee not being required to renew said authorization unless the individual employee notifies the school District payroll office in writing, submitted through the SEA and SESPA of his/her intent to withdraw membership, on or before the deadline as established and published by the SEA and SESPA.

Use of School Facilities:

Except during work stoppages, the associations shall have the right to use school facilities as long as it does not interfere with regular school functions.

The building administrator where an association meeting is scheduled shall be consulted in advance of the time and place of the meeting.

The associations shall have the right to communicate and distribute association business via electronic or written modes district wide.

Leave for SEA and SESPA Activity:

A total of eight (8) work days with pay will be allowed to each association for allocation among members of the executive board or other designated members of the Association to attend national or state professional meetings.

No deduction will be made from the sick days or personal days of individual employees for days used for authorized SEA/SESPA activity.

Notification of requests for leave for SEA/SESPA activity will be made by the President of the Association one week in advance of the anticipated meeting.

If any member of SEA/SESPA shall be elected to a State or National Association office, that member may be allowed one (1) day per month of leave without loss of pay, or benefits, or deduction from sick leave days in order to fulfill the obligations of the Association office. The costs for substitutes will be paid by the Associations. State or National Association officers are not subject to the limited paid workdays outlined above.

Approved: June 6, 2017

STAFF CONCERNS / COMPLAINTS / GRIEVANCES

It is the Board's desire that procedures for settling differences provide for prompt and equitable resolution to any employee of the Salida School District who is adversely affected or aggrieved by any policy, practice, or the effects thereof, at the lowest possible administrative level. So that each employee be assured an opportunity for orderly presentation and review of complaints without fear of reprisal.

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

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

Definition

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

The process designated for the resolution of "grievances" in agreements between the Board and recognized employee organizations shall apply only to grievances as defined in the particular agreement.

Representation

- All parties may include a grievance representative to be present at any step of the procedure.
- Any district-recognized employee association may represent a non-member in a grievance case on levels 4 and 5 if both the aggrieved party and the association so agree.
- All written correspondence shall go to the involved parties and to the Superintendent.

Class Grievances

- A class grievance is a grievance involving two or more employees with similar complaints regarding the same circumstances.
- Class grievances affecting a single building will be initiated with the building principal and/or relevant supervisor(s). Grievances affecting more than one building are to be initiated directly with the Superintendent.

Adopted: March 04, 2008

Approved: June 6, 2017

Revised: June, 2018

Adopted: October 9, 2018

Approved: February 2019

CONTRACT REF.: GBK-R-N, GBK-E Grievance Procedure

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

GRIEVANCE PROCEDURE - Regulation

EMPLOYEE GRIEVANCE PROCEDURE

Individual or class grievances of employees shall be filed within 30 working days of the incident that is the subject of the grievance. Any grievance filed outside of this timeline shall not be considered pursuant to this regulation. A grievance shall be resolved as follows:

Level One -

An employee with a grievance will first identify the issue as a grievance, discuss it with his/her (building) principal (or immediate superior), either individually or through the association's representative, or accompanied by the representative, with the objective of resolving the matter informally. If the employee is unable to resolve the grievance informally with the building principal (or immediate supervisor) the employee may proceed to Level II of the Grievance Procedure by filing a written statement on the form designated for this purpose.

Level Two -

If the grievance is not resolved informally to the grievant's satisfaction in Level One, the employee shall reduce the grievance to writing within five (5) days of discussion with the building principal (or immediate supervisor) providing a copy of the written grievance to the building principal (or immediate supervisor) and the employee's representative(s). The written grievance shall: (1) explain the specific incident that is the subject of the grievance in detail; (2) include a description of prior attempts to resolve the matter and the results of these attempts; (3) state the reasons why the employee(s) is/are not satisfied with the prior results; and (4) state the employee(s)' proposed resolution of the grievance. The building principal (or immediate supervisor) shall within five (5) days of receipt of the written grievance determine that the grievance is or is not a recognizable grievance as defined in Policy GBK. After determination whether the grievance is a recognizable grievance, the building principal (or immediate supervisor) will have ten (10) additional days in which to render a written decision on the grievance, after making such inquiries and holding such meetings as he/she deems appropriate in the circumstances.

Level Three -

If the employee is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fifteen (15) days after presentation of filing the grievance at Level Two, then the grievance may be referred to the Superintendent or their his/her official designee in writing within five (5) days from either the date the written Level Two decision was issued, or from the date that is 15 days after the filing the grievance at Level Two without a decision. The Superintendent shall arrange for a

hearing with the employee and/or the association, to take place within ten (10) working days of his receipt of the appeal. The parties of interest shall have the right to include in the representation such witnesses and advisors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent shall have ten (10) working days to provide a written decision, together with the reasons for the decision, to the employee and the employee's representative.

Level Four -

If the grievant is not satisfied with the disposition of his/her grievance at Level Three and/or if no decision has been rendered within fifteen (15) working days after he/she has first met with the Superintendent, the written grievance may be filed within ten (10) working days with the President of the Board.

Selection of the Due Process Panel:

Within ten (10) working days of receiving the grievance, the Board shall designate one member of the Due Process Panel. This designee may be any person the Board might choose. The Board shall report the name of their member of the Due Process Panel to the Superintendent.

Within ten (10) working days of submitting the grievance to the Board, the aggrieved person shall designate one member of the Due Process Panel. This designee shall be any person that the aggrieved person might choose. The grievant shall report the name of his/her member of the Due Process Panel to the employee's representative.

Thereafter the two panel members shall within five (5) days select a third member of the panel. They may select any person mutually agreed upon. Within five (5) working days the Superintendent, the employee's representative and the Due Process Panel members shall select the dates and times for the due process being set forth below.

Hearing by the Due Process Panel:

Within fifteen (15) working days of the selection of the third panel member, the panel shall conduct a grievance hearing. The third panel member shall be chairperson of the panel. All parties to the grievance and their representatives may attend the hearing and give testimony. The panel hearing shall be conducted in closed session.

Written notice of the decision of the majority of the panel shall be sent to all parties of the grievance within five (5) working days of the hearing.

All costs of the panel (if any) shall be borne equally by the involved parties.

Level Five

The decision of the majority of the Due Process Panel shall be advisory to the Board. The Board, at its next meeting after the decision is received, shall decide to accept or reject the decision on behalf of the District. Written rationale for a rejection must be submitted to all parties.

Notwithstanding the Levels of the grievance procedure described above, an employee may at any time withdraw the grievance by submitting a written letter requesting that such grievance be withdrawn and terminated. Unless there is a specific reason not to grant such request, upon notification of such withdrawal request, the person in charge of the process at whatever Level has been reached as of the time of withdrawal shall immediately terminate and close the proceedings.

Adopted: May 14, 2002

Revised: March 04, 2008/ October 8, 2013

Approved: June 6, 2017

All vacancies (including positions funded by stipends) will be posted for a minimum of five (5) days both internally by email and posted in a prominent place in each campus, and externally in the local newspaper, at the Job Service Center and on the district's webpage. No vacancy shall be filled before five (5) working days after the position has been posted.

All applicants will submit a full application packet as posted in the vacancy posting.

All application materials submitted to central office to be distributed to hiring administrator, supervisor or director after the closing date listed on the vacancies.

All applications will be screened using a rubric process to determine which applicants will be given interviews. The hiring committee will develop the rubric prior to reviewing applications, internal candidates will be given additional credit for their internal status, screening rubrics will be vetted, prior to use, by team.

Internal applicants are defined as under contract/work agreement, or long-term substitutes (as defined in Policy GC and GD).

Administrators have the final say as to which candidate is the best fit to fill the position, but they are encouraged to seek input from a hiring committee.

Expedited process requires the approval of the appropriate Association President.

The appointment and employment of all employees shall be approved by the superintendent and the School Board

Approved: June 6, 2017

Policy GCL-N

TEACHING HOURS and TEACHING LOAD

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

- The contracted year will be 156 days to include student contact days, work days, in-service and comp days
- If the Board declares a fiscal emergency during the budget year as allowed by state law, it may alter the work year of all employees.
- Work by a teacher beyond the contracted days of employment shall be paid \$25/hour, unless other duties are specifically outlined by existing policies (ie GBC-E-N, GBCB). The teacher has the right to accept or decline the additional work. Payment will ordinarily be made within thirty (30) days of the additional work.
- The actual number of contractual days shall be negotiated annually.
- In general, The teacher work day shall begin at 7:50 AM and end at 4:10 PM, including lunch period and preparation period. Permission to deviate from these hours must be obtained from the building principal. The Early Childhood Center hours shall be 7:30 AM and end at 4:00 PM.
- Teachers shall have the right to leave the school during the lunch period. Teachers will be asked to furnish the building with an emergency contact phone number.
- Teachers may only be required to serve as substitutes in cases of emergency or in case of staff absences because of field trips or other school activities during non-student contact times. In situations of extreme emergency requiring immediate attention, teachers may cooperatively arrange for the conduct of their classes. Building administration must be notified at the time of the emergency.
- If substitutes cannot be obtained and teachers are required, and approved by the Principal, to cover classes of teachers who are absent, teachers who are substituting will be paid \$10.00 or said teacher may choose to have one hour of personal leave per personal planning period used. (Negotiating this in 2019)
- All teachers will have a minimum of a 30 minute duty-free lunch break. Any teacher required by the principal or designee to have lunch duty or otherwise forego a 30 minute duty free lunch period shall be \$10.00 or said teacher may choose to have one hour of personal leave.
- Part-time teachers in the district shall receive payment, fringe benefit, leave and preparation time proportional to a full-time teacher load in each building. Seniority credit and vertical increments will be prorated on the basis of their work day in comparison to the teacher's work day as indicated in above.

Adopted: May 14, 2002

Revised: March 04, 2008/ September 13, 2011/ June 6, 2017

LEGAL REF: CRS 22-44-115.5 (2)

CROSS REF: DBK, Fiscal Emergencies

IC/ICA, School Year/School Calendar/Instruction Time

Policy GCMD-N

NON-TEACHING DUTIES

The District and the principals shall make efforts to keep non-teaching duties to a minimum. When non-teaching duties are assigned, they will be assigned in an equitable manner.

The building principals shall make efforts to assign non-teaching duties in a manner mutually acceptable to the teachers and the District.

Teachers working after-school duties at games or other athletic events shall be paid according to policy exhibit GBC-E-N.

Attendance at regular meetings of parent-teacher organizations is a matter for determination by the teacher.

Within an individual school, a building principal or supervisor may assign classified employees to tasks appropriate to their positions and qualifications.

Approved: June 6, 2017

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

The following criteria shall serve as guidelines for assignments and transfers (in no particular order):

- Contribution which staff member could make to student achievement in a new position.
- Qualifications of staff member, including teacher's level of endorsement, compared to those of outside candidates, both for position to be vacated and for position to be filled.
- Recommendation and/or approval of the principal(s) involved.
- Opportunity for the staff member's professional growth.
- Wishes of staff member regarding assignment or transfer.

Teachers, other than newly-appointed and substitute teachers, shall be notified in writing of tentative assignments including the school to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have, not later than June 1.

Teachers shall be assigned within the scope of their teaching license or their major or minor fields of study, except where emergency dictates.

Teachers shall be directly responsible to the principal under whom they teach.

When a principal, or the Superintendent, requests the transfer of a teacher effective the following school year, that teacher shall be notified in writing not later than May 1 with reasons given.

In case of emergencies when a position becomes vacant less than 30 days prior to the opening of the school year, the following procedure will be invoked.

- The position will be posted for at least five (5) days.
- If there are no qualified applicants, the Superintendent will notify the Association President as a courtesy and a qualified teacher within the district shall, for sufficient educational reasons be involuntarily transferred to the vacated position. Serious effort will be made by administration to personally contact the teacher prior to written notification by certified mail being sent from the superintendent. The position will be for one school year and will be re-evaluated after that year. The principal and the superintendent shall involve the teacher in considerations of involuntary transfers concerning that teacher and the May 1 notification deadline shall be waived.

When a transfer of a teacher is necessary because of enrollment conditions, a volunteer qualified for the new assignment will be offered transfer.

A teacher being involuntarily transferred shall, when possible, be placed in a comparable position to that from which he/she is being transferred.

A teacher being involuntarily transferred or reassigned shall have preference over a teacher of equal or lesser qualifications seeking voluntary transfer or reassignment in obtaining a position comparable to the teacher's previous assignment.

The principals involved shall have the authority to make the final recommendation to the Board in all transfers, assignments, and reassignments.

This policy GCKA does not address the transfer of teachers who have been displaced, which shall be accomplished in accordance with the Board's policy GCKAA* - Teacher Displacement.

Adopted: May 14, 2002

Revised and Adopted: March 04, 2008/ June 12, 2012/ June 6, 2017

LEGAL REFS.: C.R.S. 22-32-126 (3) (*principal submits recommendations to superintendent*)

C.R.S. 22-63-206 (*transfer of teachers and compensation*)

CROSS REF.: GCKAA*, Teacher Displacement

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 non-probationary 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, nonrenewal, 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 non-probationary 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).

Adopted: June 12, 2012

Revised and Adopted: June 6, 2017

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

Regulation

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 and Notice to Teacher

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 by May 1. 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.

The written notice shall include:

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

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

Applications and priority hiring pool

Displaced teachers shall be responsible for applying, consistent with the district's hiring procedures and practices, for any vacant position for which the teacher is qualified. At a minimum, the displaced teacher must apply to the principal of the school and provide a copy of the application to the district. The district shall create a priority hiring pool, which shall consist of displaced teachers who were deemed satisfactory or effective in their performance evaluation preceding their displacement. Upon application, members of the priority hiring pool shall receive the first opportunity to interview for available positions for which they are qualified within the district.

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.

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

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

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

Exclusive procedure

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

Approved: June 12, 2012

Revised and Approved: June 6, 2017

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

The District and the Association acknowledge that proper class size is a function of many factors, including course objectives, subject matter, teaching process, scheduling patterns and style of educational activity. Further, every effort will be made to adjust class size to allow individual attention to each student when that is the required mode of instruction.

Class Size Philosophy:

K-4 20-25 students

5-8 25-30 students

High School:

Unless a class is required for college admission, no class with an enrollment of ten or fewer will be scheduled.

Except in special cases (Choir, Band, etc.), the maximum class size will be held to 35 students.

Effort will be made to hold the class ratio on the high school level to 25 to 1.

Adopted: June 6, 2017

Purpose and Philosophy: For the improvement of teaching quality in order to provide the best learning experiences for students. To meet this purpose, it is necessary to recognize that evaluations have several functions.

- To serve as a basis for the improvement of instruction.
- To enhance implementation of programs of curriculum.
- To serve as a measurement of professional growth and development.
- To evaluate the level of performance and effectiveness of certified staff.
- To help the teacher to discover his/her strengths and weaknesses and, therefore, serve as a guide for continued improvement.
- To help teacher acquire appropriate placement in positions for which they are best suited.
- To assist teachers with self-improvement.
- To be used as the basis for administrative recommendation for promotion, renewal, non-renewal and dismissal.
- To provide the necessary documentation of unsatisfactory performance or other basis for dismissal of a non-probationary teacher. For purposes of this policy and the district's licensed personnel performance evaluation system, "unsatisfactory performance" shall be defined as an overall performance rating of "ineffective."

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 committee in developing and evaluating the district's evaluation system.

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

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, the content of the evaluation, the rating given and any improvement plan shall not be grievable under the district's formal grievance process. No informality or minor deviation in the evaluation procedures shall invalidate the process or the evaluation report.

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: October 8, 2013

Reviewed and Adopted: February 9, 2016/ June 6, 2017

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

C.R.S. 22-63-301 (*grounds for dismissal*)

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

CROSS REFS.: BDFA*, District Personnel Performance Evaluation Council

GCOE*, Evaluation of Evaluators

GCQF, Discipline, Suspension and Dismissal of Professional Staff

IK, Academic Achievement

Regulations

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.

The evaluation of a principal 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.
- Non-probationary 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.
- Specialized service professionals shall receive one evaluation that results in a written report each academic year. For purposes of this regulation, the term "specialized service professionals" (SSPs) shall be as defined by applicable rules of the State Board of Education.
- Principals shall receive one evaluation that results in a written report each academic year. Administrators in their first year of service in the district will be evaluated twice that year, with one written evaluation report for each evaluation. All other administrators will be evaluated at least once.
- Each evaluation will result in a written report.

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.

Observations: All observations of a teacher's performance shall be conducted openly. Videotape or other recording devices shall be used only with the teacher's consent. Observations shall be conducted by the building principal, superintendent, or any designee who is authorized to perform evaluations of licensed personnel. Each formal observation shall be approximately thirty (30) minutes duration, or the completion of one teaching lesson. The evaluator and the teacher shall hold a conference within fifteen (15) days of each formal observation in order to discuss the teacher's performance as noted during such observation. The evaluator may perform any number of informal observations of shorter duration at the evaluator's sole discretion. Evaluations will be conducted in a manner so as to observe the legal and constitutional rights of the evaluatee.

Evaluations: The evaluator and the teacher shall hold a summative evaluation conference during the spring semester in order to discuss the teacher's performance and the written evaluation. The Principal's ratings of the teacher's "Teacher Quality Standards" for the evaluation cycle shall be reviewed at this time. In accordance with SB-191, the teacher shall have the opportunity to provide evidence to support areas where they feel the evaluation was inaccurate. No person shall be responsible for the evaluation of licensed personnel unless the person has a principal or administrator license or is a designee of a person with a principal or administrator license and has received education and training in evaluation skills approved by the department of education that will enable him or her to make fair, professional, and credible evaluations of the personnel whom he or she is responsible for evaluating.

Documentation

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

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

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

A copy of the written evaluation shall be signed and dated by both parties and given to the teacher. The teacher's signature does not necessarily indicate agreement with the evaluation, but

rather awareness of the content. The evaluation shall include deficiencies as well as strengths of the teacher.

Teacher Quality Standards one through five shall be weighted at 10% each when determining the overall rating of an Educator's effectiveness. Standard six shall be weighted at 50% when determining an Educator's overall effectiveness rating.

The Building Administrator and a Building Teacher Representative shall collaboratively develop a verification procedure to ensure that all teacher of record determinations have been made accurately prior to using student growth and/or achievement data for an evaluation rating. Students enrolled after Thanksgiving Break will be assigned a teacher, but his/her scores will not be reflected for the purpose of an evaluation rating.

In the event that the teacher feels the formal written evaluation was incomplete or inaccurate, the teacher may, within five (5) days after receiving a copy of the evaluation, put any objections in writing and have them attached to the evaluation report to be placed in the teacher's personnel file. The file copy of such a response shall be signed by both parties to indicate awareness of the content.

If a recommendation for dismissal or non-reemployment of a teacher is made, the Board shall review the complete contents of the evaluation, teacher's building and personnel files before making a decision on the recommendation.

The primary evaluator shall be the building principal(s) to which the teacher is assigned; provided, however that the principal may authorize a designee who meets the requirements of CRS 22-9-106(4)(a) to perform any part of the teacher's evaluation. Teachers will also be conducting a yearly "climate survey" which includes questions pertaining to the teachers' perceptions of the building principal's performance, and such survey results will be included in the principal's evaluation. The purpose of this is to help understand the overall relationships and climate of a building.

The measures of student achievement used to generate 50% of a teacher's overall rating will be in accordance with SB 191, and developed by the teacher with guidance by building principals. This shall be done in as timely a manner as possible and no later than October 1.

After a second overall rating of "ineffective" or "partially effective" a teacher may appeal to a District Evaluation Appeals Committee ("Appeals Committee") composed of two (2) SEA members appointed by the SEA President and two (2) Board members appointed by the President of the Board. The four (4) member Appeals Committee shall select a fifth member who is acceptable to all four members, and shall serve as chairperson. This Appeals Committee shall be a standing committee for a period of one (1) year. The Appeals Committee shall recommend whether the rating of "ineffective" or "partially effective" was with merit and whether the evaluation rating and the teacher's probationary/non-probationary status shall be changed. During the presentation to the committee, the teacher shall have the right to representation. The final recommendations to the Superintendent shall be made by a majority vote. (All processes of the committee shall conform to CCR 301-87 Section 5.04 (A))

The Salida School District agrees not to publish any performance rating or related evaluation information which may be identified with or attributed to a specific teacher.

Upon receiving a rating of "partially effective" or "ineffective", a nonprobationary teacher shall be provided with a Teacher Improvement Plan (TIP). The TIP, which is the same as a "remediation plan" referred to in CRS 22-9-106(4.5)(b), shall be provided as soon as practicable, but in no case later than 10 school days after the opening of classes for the school year. The Parties understand and

agree that the sole and exclusive purpose of a TIP is the improvement of teaching practice and that the issuance of a TIP is not a disciplinary action. The TIP shall be developed in consultation with the teacher, and Association representation shall be afforded at the teacher's request. The teacher shall be advised of his/her right to such representation.

A TIP shall clearly specify:

- The area(s) in need of improvement;
- The performance goals, expectations, benchmarks, standards and timelines the teacher must meet in order to achieve an effective rating;
- How improvement will be measured and monitored, and provide for periodic reviews of progress;
- The appropriate differentiated professional development opportunities, materials, resources and supports the District will make available to assist the teacher including, where appropriate, the assignment of a mentor teacher.

After the TIP is in place, the teacher, administrator, mentor (if one has been assigned), and an Association representative (if requested by the teacher) shall meet, according to the schedule, identified in the TIP, to assess the effectiveness and appropriateness of the TIP, for the purpose of assisting the teacher to achieve the goals set forth in the TIP. Based on the outcome of such assessment(s), the TIP shall be modified accordingly.

A teacher who believes that the terms of a TIP are arbitrary, unreasonable, inappropriate or defective, or that the District has failed to meet its obligation to properly implement the terms of a TIP, may seek relief through the Appeals Committee.

Approved: April 14, 2015

Reviewed and Approved: June 6, 2017

Regulation

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

Designation of evaluators

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

Schedule of evaluations

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

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

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

Evaluation criteria

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

Observation and ongoing performance feedback

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

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

Evaluation report

The supervisor will complete the performance evaluation report for each classified staff member within 15 work days of their evaluation. The supervisor will review records, secure additional input as necessary and fill out the appropriate evaluation forms.

Evaluation conference

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

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

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

The employee may respond to the report in writing within 5 working days of the conference. Two copies of the written report are required; one copy is provided to the supervisor and the other copy to the building administrator.

Improvement Plan

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

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

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

A copy of the assigned plan will be forwarded to the building administrator. A copy will be retained by the supervisor and a copy will be provided to the employee.

Re-evaluations which document insufficient progress toward improvement will result in a recommendation for termination of employment.

At-will Employee Status of Support Staff

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

Adopted: March 04, 2008

Revised and Approved: June 6, 2017

Policy GBJ-N

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.
 - District employees' home addresses and telephone numbers shall not be released for general public or commercial use.
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. Early Childhood Employees must have record of CBI background check and TB test available for licensure review.
3. Consistent with the terms of the Open Records Law, each employee may review, during business hours at a time mutually convenient to the employee and the custodian of the file, the contents of his/her personnel file, whether in the Central Office or the school building. The exception being references and recommendations provided to the district on a confidential basis by universities, colleges or persons not connected with the district. At the employee request, a second party of the employee's choice may accompany the employee. The review will be made in the presence of the custodian of the file.
 - Consistent with the Open Records Law, employee may be provided with copies of any, and or all material in their personnel files, whether in the Central Office or school building, upon payment of duplication charges as authorized by the Colorado Open Records Act (CORA) as the same may be changed from time to time.
4. The following information in personnel records and files shall be available for public inspection:
 - Applications of past or current employees
 - Employment agreements
 - Any amount paid or benefit provided incident to termination of employment
 - Performance ratings except for evaluations of licensed personnel as noted below
 - 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' medical records shall be kept in separate files and shall be kept confidential in accordance with applicable law and Board policy.
7. Any complaints or statements directed toward a employee and deemed serious enough to become a matter of formal record shall be called to the employee attention.
 - In case of parental complaints about a teacher, every effort shall be made to resolve the complaint with the involvement of the administrator and/or the parent and/or the teacher. The specifics of any complaint, and when deemed necessary by the administrator, the name of the complainant shall be given to the employee.

8. Derogatory material which becomes the basis for the initiation of disciplinary action against an employee shall be destroyed in the presence of both parties should the charges be proved baseless.
9. Material originating in the School District concerning an employee's conduct, service, character, personality, or other abilities shall be placed in an employee's file only after the employee has had opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature shall not necessarily indicate Policy with the content of such material.

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

Adopted: May 14, 2002

Revised: March 04, 2008

Revised and Updated: October 8, 2013

Approved: June 6, 2017

Superintendent's Action

The Superintendent shall notify the Association at least ten (10) calendar days prior to any official action by the Board as to the number of teaching positions the Superintendent intends to recommend to the Board for staff reduction. Said notification shall identify the number of teaching positions that will be recommended to be reduced within each level (i.e., elementary or secondary). Such advance notice is for general awareness only, and shall not in any way bind the Board as to the number of teaching positions that the Board ultimately determines should be reduced.

Within 30 days after receiving the Board's statement that it is contemplating a reduction in force 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 selecting which teachers' contracts to recommend for cancellation of employment:

1. The best interests of the students enrolled in 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 non-probationary 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.

Prior to the Superintendent's recommendation being finalized, each teacher under consideration shall be interviewed by the Superintendent and the administrator who will supervise the position, and a recommendation shall be made to the Board on the basis of the considered professional judgment of the Superintendent and immediate supervisor.

Teacher performance ratings are pursuant to the criteria set forth in CRS 22-9-106, and based upon District evaluations. If a choice must be made from among teachers with equal performance ratings and whose retention would be equally in the best interests of students, the following three criteria shall also be considered in the order listed to determine the teacher or teachers to be dismissed.

1. The ability and performance of the teachers, as evaluated by the appropriate administrators and the Superintendent. If judged to be of approximately equal ability and performance, then probationary status will be followed.
2. Whether the teacher is probationary or non-probationary; and
3. Seniority, defined for the purpose of reduction in force as the year(s) accrued in the District as of the first day of work.
 - A teacher shall lose seniority if he/she retires, resigns, or is discharged for cause.
 - Teachers on various forms of leave shall retain seniority in effect at the time such leave commences.
 - Each school shall be provided a copy of the Longevity List by October 1 and March 1 of each school year. Any challenge to placement on the Longevity List shall be made within fifteen (15) days of receipt of the list or the list shall stand approved a published. The challenge shall be made pursuant to Policy GBK and GBK-R

The order of reduction in force will be as follows:

As among teachers with equal performance ratings and whose retention would be equally in the best interests of students enrolled in the District, the order of reduction in force will be as follows:

- Teachers with Letters of Authorization or Provisional Certificates.
- Probationary teachers shall be laid off in order of seniority in their area(s) of endorsement.
- Non-probationary teachers shall be laid off in order of seniority in their area(s) of endorsement.
- All teachers who have been assigned outside of their area of endorsement shall receive seniority credit in their area(s) of teaching experience.

Notification of Individuals

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. If such notice is given by certified mail, the notification period begins as soon as the teacher or his/her agent signs for this letter. It shall be the teacher's responsibility to ensure that the district has the teacher's current address on file.

Review of Individual Cancellations

Every teacher whose contract is to be canceled under this policy shall be granted an opportunity for a hearing, which shall be limited to the issues set forth as indicated below. If such a hearing is desired,

the teacher must request it in writing and file such request with the President or Secretary of the Board, or Superintendent within ten (10) calendar days of receiving such notice.

- Failure to request the hearing within such ten (10) calendar day period shall be deemed to be a waiver of the teacher's right to a hearing.
- If a hearing is requested by the teacher whose contract is to be canceled under this policy, the hearing shall be conducted as set forth by a panel comprised of three (3) members. The Board shall designate one (1) panel member from the Board, the teacher shall designate one (1) panel member, and the two designees shall meet and select a mutually agreeable third panel member to chair the hearing panel. At the hearing, the teacher may be represented by an attorney or other representative of his/her choice at his/her expense, and shall have the right to present evidence as to why the cancellation is unfair, unreasonable, or improper.
- The findings and/or recommendations of the hearing panel will be forwarded to the entire Board of Education and the teacher, to be reviewed prior to official board action on the teacher's contract.

A teacher whose contract is canceled because of a "reduction in force" will be reimbursed for unused sick leave at the rate according to Policy GBGG.

A teacher who is laid off shall be appointed to the first vacancy in the school district for which he/she is certified or has had previous teaching experiences as stated in this policy. Recall will be in the reverse order from the order of layoff.

Written notice of vacancy will be sent to said teacher at his/her last known address by certified letter using restricted delivery service with delivery receipt requested. It will be the responsibility of each teacher to notify the Superintendent's office of any change in address. The teacher receiving such notice shall reply within ten (10) calendar days of receipt of said notice.

A teacher's name shall be removed from the recall list for the following reasons:

No reply to the recall notice within ten (10) calendar days of receipt of notice.

No longer at the last known address.

Refusal to accept recall to a teaching position.

All benefits (including, but not limited to insurance, accumulated sick days, placement on the salary schedule) accrued by the teacher before layoff shall be restored in full.

No new teacher shall be employed to fill any teaching vacancy in the District until all qualified teachers on the recall list have had the opportunity to fill such vacancy and have refused such assignment.

Adopted: May 14, 2002

Revised: March 04, 2008/ April 13, 2010/ August 16, 2011/ June 6, 2017

STAFF MATERNITY / PATERNITY / PARENTAL LEAVE

Maternity leave

Medically necessary sick leave for maternity purposes shall be available to any female employee who becomes pregnant. The leave will be allowed during such period of the pregnancy and a reasonable time immediately following termination of the pregnancy as is medically necessary to safeguard the health of the mother and/or child.

1. **Determination of Necessity**

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

2. **Reinstatement**

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

3. **Notice**

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

4. **Benefits**

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

Parental leave

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

Parental leave of absence without salary and fringe benefits may be granted to staff members for the purpose of child rearing, child care or adoption. Parental leave may be granted for a period of time not to exceed a total of two school years for each employee. The leave need not be taken all at once, but must be taken in increments which coincide with the planning needs of the district.

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

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

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

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

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

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

Adopted: March 04, 2008

Approved: June 6, 2017

Revised: June 2018 / February 2019

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

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

STAFF SICK LEAVE

Purpose: The Board recognizes that there may be times when an employee is unable to fulfill the duties of his/her position due to illness. Therefore, paid sick leave is provided for-employees in accordance with this policy. (See policy GDBD-N to clarify classified staff eligibility.)

Benefit Defined:

Paid sick leave may be accumulated at the rate of:

- All full-time Teachers and SSPs receive 68.32 hours; maximum accumulation of 630 hours
- Less than full time, but more than a .5 fte Teachers and SSPs will receive 34.16 hours, or proportional hours; maximum accumulation of 630 hours
- Paraprofessionals, instructional aides, building secretaries, and food service staff receive 70 hours; maximum accumulation of 630 hours.
- Custodial, maintenance, administration, central office administrative assistants, directors, and the Technology Facilitator receive 80 hours; maximum accumulation of 720 hours.
- Non-Accrual sick leave will be at a rate of 30 hours per year for bus drivers

Hours of absence from work with pay shall be granted to staff annually who are unable to render service due to injury, illness, quarantine, or disability to themselves or their family, or who need medical or dental attention from doctors for themselves or members of their immediate family

" Family" is defined as spouse, child, in-law, parents, relative or any other person dependent upon the staff member for care.

The Superintendent will cause a record to be kept of the absence of each employee. Unused sick days will be allowed to accumulate. Unused personal leave hours will be included in the combined total. Totals may vary by employee classification.

Each employee, at the request of the Superintendent, may be asked to supply a physician's certificate validating the reason for absence due to illness or disability. Such certification shall be required in all instances where the employee is absent for four (4) consecutive school days and such certification shall include the physician's approval of the teacher's return to work.

A teacher whose work has been terminated because of illness or disability shall be assured the first vacancy for which he/she is qualified.

An employee who knows of an impending absence should give reasonable advance notice to their supervisor.

Sick leave shall not apply during vacation leave, paid holidays or leaves of absence.

If all accumulated sick leave days (or hours) are depleted, staff may request additional paid days of leave from the sick leave bank manager. (see Policy GBGH)

Pay-Out:

A staff member who **resigns and leaves** the District and has unused accumulated sick leave will be reimbursed at the following rates. Teachers and SSPs will be paid out as a 7 hour day, all other employees will be paid at the number of hours worked per day.

- 0-5 years service: \$0
 - 6-7 years service: \$10.00 per day
 - 8-9 years service: \$15.00 per day
 - 10-11 years: \$20.00 per day
 - 12-15 years: \$55.00 per day
 - 16-19 years: \$80.00 per day
- 20 plus years - Teachers and SSP with the District: payment at the individual's current column base salary in effect at the time of leaving, divided by 1218 hours. All other staff: Payment will be at the hourly rate of the individual's current salary schedule column, year 1.

Sell Back:

Employees who have accumulated 70 working days or more of sick leave (490 hours for Teachers and SSPs) may sell back to the district at the rate reflected above and not to exceed \$80 per day a maximum of 8 working days (56 hours for Teachers and SSPs). Employees may not deplete his or her sick leave accumulation at the time of request below a minimum of 70 working days (or 490 hours for Teachers and SSPs). This reimbursement process may be used only one time in the twelve month period from July 1 to June 30 of any year. -

Retirement Pay-Out:

Employees retiring, at least 55 years of age, and 6 years vested in PERA will have their unused sick leave submitted on their behalf to either the Medical Trust or 403 (b) with AXA if the amount exceeds \$2,500. Any amount less than \$2,500 will be paid to the employee if years of service qualify for reimbursement.

If an employee is less than 55 years of age at the time of retirement, that employee will receive a cash disbursement for any unused sick leave or have the option of participating in the Medical Trust. (Refer to Adoption Agreement with Precision Retirement Group, Inc.)

In the event of the employee's death, the District shall make reasonable efforts to pay the employee's estate the amount of any unused funds remaining in the Medical Trust in accordance with this policy.

LEGAL REF.: C.R.S. 14-15-101 et seq. (Colorado Civil Union Act)
 CROSS REFS.: GBGF, Federally-Mandated Family and Medical Leave
GBGH, Sick Leave Bank

Adopted: March 4, 2008; Revised: December 8, 2009, September 13, 2011, January 10, 2012, July 10, 2012, October 13, 2013, Approved: June 6, 2017

Policy GBGH-N

Sick Leave Bank

The purpose of the sick leave bank is to provide a source of sick leave for a district employees when an employee has an injury, medical condition, medical emergency, or catastrophic illness either themselves or in their immediate family and has exhausted all accumulated sick leave or for the new employee who likewise sustains a long illness and does not have accumulated leave to use. The sick leave bank will consider all illnesses.

Sick Leave Bank for Teachers and SSPs:

Definitions:

“Donating Member” – any employee who is eligible for district benefits in Salida R32J who has already donated time equivalent to hours worked during 1 day

“Sick Leave Bank” (SLB) – an accumulation of donated sick leave hours

“Family” - is defined as spouse, child, in-law, parents, relative or any other person dependent upon the staff member for care.

“Sick Leave Bank Review Committee” – members of the SEA who occupy the roles of President(s) and Vice-President, Treasurer, Secretary, SEA building representatives from Longfellow Elementary School, Salida, Middle School and Salida High School and one non-associate licensed teacher. The sick-leave bank manager will be contacted by SEA Executive Board but will not be a voting member on the status of the bank.

“School Year” – single contract academic school year where sick leave usage would be available.

Any employee who is entitled to sick leave may donate 1 working day of sick leave to this bank thereby becoming a member. Donated hours are non refundable. Participation in the SLB is voluntary. If the sick leave bank is full, new members’ donated “days”, will go into a reserve bank and will be rolled over to the SLB as necessary.

Membership is required prior to requesting any use of the sick bank. Membership is to be updated and finalized annually by October 1st. Sick leave bank manager(s) are required to submit the membership directly to the central administration office. Failure to update the membership by October 1st any given year will mean that the previous membership list is still the active list for the remainder of that academic year.

If the SLB drops below 68 working days, the committee will solicit donations from current SLB members equivalent to 1 working day in order to replenish the Sick Leave Bank. SLB donations are non-refundable.

Members who are regarded, as ½ time or less, will be asked to contribute based on their employment status. If that status changes to full-time, he/she will be asked to make up the difference in their donation.

People who are terminating their employment with the district or who are retiring from the district may contribute their accumulated sick leave.

Membership documents will be available through HR and on the District website and submitted to the SLB manager and copies will be given to the SLB committee and employee.

Donation of extra days to specific individuals is not allowed.

The bank will be administered by SEA. The committee shall determine the validity of member employee's request and determine whether the request will be denied, granted or granted in part.

An employee may not borrow more than 24 working days per school year. This sick leave will only be granted after the teacher has exhausted all of his/her sick leave

A teacher who has borrowed sick leave from the sick leave bank must use the days concurrently and may not accrue the borrowed days for subsequent school years.

Should the same teacher need more sick leave days in a concurrent year, they may be granted an additional 8 working days.

SLB may not be used to extend maternity leave under normal circumstances. Complications with mother and/or child will be considered by the committee as requested.

A teacher may only borrow days from the SLB in two concurrent years

Employees who are on ½ time status or less may borrow at that rate.

Medical documentation may be required on an as needed basis determined by the SLB Review Committee.

Days not used which have been borrowed by the employee shall not be held by the employee and will revert back to the SLB. Unused days shall not be counted in the total amount owed by the employee.

An employee who has borrowed sick leave will pay the sick leave back at the minimum of the equivalent to 4 work day per school year for the duration of their employment or until the borrowed days have been paid in full.

If the employee leaves the employment of the district (either through termination or retirement) the borrowed days shall be paid back in full by the effective date of resignation or termination of employment. The employee must relinquish any of his/her accumulated sick leave and personal leave to repay the borrowed days.

Procedure for Borrowing SLB Days- Requests for use of days from the SLB must be submitted to a review committee composed of the sick leave bank committee as outlined below:

- A member desiring to draw from the bank must submit a letter of request to the SLB review committee in advance except in an emergency. The letter will be submitted to the head of personnel for the district and the Sick Leave Bank Manager. The Sick Leave Bank manager will then remove the requestor's name and any family members' names and submit it to the Sick Leave Bank committee for anonymous review.
- If illness or injury is unexpected, the member should submit his or her letter as soon as it becomes apparent that one's own resources will be exhausted.
- The employee's request will be reviewed by SLB review committee and written notification will be sent to the requesting party, Superintendent and sick leave bank manager. In the case where leave is not granted, the notification will include the grounds for denial.

The sick leave bank manager will meet with Human Resources once a year to reconcile and clarify sick leave bank records.

Failure to submit annual records of the balance and use of the sick bank can be grounds for the Superintendent's office to assume management of the sick bank.

Sick Leave Bank for all other full time employees:

The Superintendent's office will manage the employee sick bank, excepting the teacher's sick bank. Membership is required prior to requesting any use of the sick bank. Membership is to be updated and finalized annually by October 1st. Requests to participate are due to the Superintendent's office prior to October 1st. Failure to update the membership by September 15th of any given year will mean that the previous membership list is still the active list for the remainder of that academic year.

Any employee who is entitled to sick leave may donate 1 working day of sick leave to this bank thereby becoming a member.

The bank will be administered by the Superintendent's office. The Superintendent shall determine the validity of member employee's request and determine whether the request will be denied, granted or granted in part. The Superintendent may request additional information in making the decision directly through the employee.

Members will make written application to the Superintendent's office for use of the sick leave bank.

The superintendent's office will notify the employee of its decision in written form.

A member employee withdrawing from the sick leave bank may not withdraw contributed hours.

All days used will be required to be paid back

CROSS REF: GBGF, Federally-Mandated Family Leave
GBGG, Staff Sick Leave

Adopted: March 04, 2008/ September 13, 2011

Approved: June 6, 2017

Policy GBGJ-N

Staff Bereavement Leave

Hours equal to 5 regular working days of paid bereavement leave shall be granted to all eligible employees in case of the death of an employee's immediate family member (father, mother, sister, brother, spouse, partner in a civil union or child). Absence necessitated by a death in the employee's family of someone other than a member of the immediate family may be given the same consideration as a death in the immediate family upon recommendation of the employee's immediate supervisor and approval of the superintendent.

Employee absences which extend beyond hours equal to five working days due to a death in the family shall be charged to the employee's sick, personal or vacation leave, at the employee's option.

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

Adopted: March 04, 2008

Revised and Adopted: October 8, 2013

April 8, 2014

Approved: June 6, 2017

Policy GBGK-N

Staff Legal Leave

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

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

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

While state law provides that the district is only responsible for paying employees their regular wages up to \$50 **per day** for the first three days of jury service, the district believes it should support employees to the full extent of their regular wages while on jury service. Therefore, the district shall pay employees their regular wages for all days of jury service.

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.

LEGAL REF: CRS [13-71-119](#)
CRS [13-71-126](#)
CRS [13-71-129](#)
CRS [13-71-132](#) through [13-71-134](#)

Adopted: March 04, 2008

Approved: June 6, 2017

Policy GBGM-N

Short-Term Leave

Leave equal to or less than one work week.

Short-term leave of absence, with or without pay, will be granted at the discretion of the Board. In cases of an emergent nature, the Superintendent may act for the Board.

Persons will make application in writing prior to a regularly-scheduled meeting of the Board.

All applications for short-term leave will explain the reasons for such requests.

A leave requested immediately preceding or following Thanksgiving, Winter, or Spring break, a day of vacation, or any day scheduled on the school calendar as a holiday will be granted only in cases of extreme personal hardship.

Approved: June 6, 2017

Personal leave is an additional leave benefit in support of District employees.

Benefit Defined:

- Full-time Teachers and SSPs receive 15.68 hours annually.
 - Less than full time but more than a .5 fte receive 7.84 hours or proportional hours.
- Full time paraprofessionals, instructional aides, building secretaries, and food service staff receive 14 hours.
 - Half time, as defined in Policy GDBD-N, receive 7 hours.
- Full time custodial, maintenance, administration, central office administrative assistants, directors, and the Technology Facilitator receive 16 hours
 - Half time, as defined in Policy GDBD-N, receive 8 hours

An employee who expects to be absent for personal reasons will submit an absence from duty form (available on the staff webpage) to their supervisor for prior approval. In an emergency situation the form may be signed upon the return.

Personal days requested in conjunction with short-term leave of absence will be approved only in cases of extreme personal hardship. Combination of short-term leave of absence and personal days will not be used to extend vacation or holiday periods.

Each employee will be allowed to use personal leave days for personal reasons during the year without deduction in pay, providing that no days of absence for personal reasons occur during a day immediately preceding and/or following a vacation period, a day of vacation, or any day scheduled on the school calendar as a holiday unless approved by the Superintendent of Schools, This shall include the first and last student attendance days for the school year. If the request for leave does occur during one of the aforementioned times, the requestor will be docked at the daily rate of pay for each day immediately preceding and/or following the holiday. The leave exceptions for the dock in pay will be considered for a significant family event approved by the building administrator and superintendent. The requestor may use any of their personal leave for the remainder of the request.

No teacher may take more than 3 days of personal leave in any one month.

For Certified staff: Personal leave may be cashed in at the end of the school year, carried over as personal leave or converted to sick leave. A personal leave distribution form must be filled out prior to the end of the current school year and every May from here on. The form will specify the number of hours to be disposed of.

For Classified staff: At the end of each school year any unused personal leave will be rolled into the employee's accumulated sick leave.

Approved: June 6, 2017

Policy GBID-N

Staff Training, Workshops And Conferences

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

For the purpose of professional leave, an employee wishing to participate in professional activities outside of Salida must obtain approval from their supervisor in order to be absent without deduction in pay.

Requests for absence for professional reasons will be submitted to the supervisor at least one (1) week in advance of the date of anticipated absence.

Approval of absence for professional reasons will not be given automatically upon request by an employee, but will be at the discretion of the supervisor.

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

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

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

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

CROSS REF: DKC, Expense Authorization/Reimbursement

Replaced Policy GCID upon Approval: June 6, 2017

Policy GCCAF-N

Sabbatical Leave

Benefit Defined:

Full-time certified personnel in the Salida School System may be granted sabbatical leave for a year or half year of university or college study. No more than three (3) persons will be granted sabbatical leave in any one school year.

Requirements:

Each candidate must meet the following requirements:

- A. The teacher must hold at least a Bachelor's Degree.
- B. He/she must be a full-time certified person who has been employed by the Salida School System at least seven (7) years preceding the proposed sabbatical leave.
- C. He/she must not be within five (5) years of retirement on September 1 of the proposed sabbatical year.
- D. He/she must submit a plan of study which he/she proposes to carry out at a university or college in the United States or abroad during the sabbatical year. In special circumstances teachers may carry out research projects instead of attending a regular course of university or college study. Candidates will not be limited to work in the area of their teaching specialization. The plan submitted to the Board should indicate why the teacher wants to study outside his/her present specialization.
- E. He/she will agree to return to his/her position in the Salida School System for three (3) years immediately following his/her sabbatical leave. If a teacher does not return for a full three (3) year period following a sabbatical leave, the teacher will reimburse the School District on a prorated basis for any payments made during the period of sabbatical leave. The teacher will receive one-half (1/2) his/her full expected annual salary and one-half (1/2) fringe benefits during the sabbatical period.
- F. During one-half year sabbatical leave, the teacher will receive a stipend equal to one-half (1/2) his/her expected semi-annual salary and one-half (1/2) fringe benefits during the sabbatical period. A greater stipend may be granted for either full-year or half-year sabbatical leaves at the discretion of the Board. The teacher may supplement his/her income during their sabbatical.

Additional Factors:

- Teachers on sabbatical leave will advance on the salary schedule as if they were continuing to teach in the Salida School System and will not forfeit accumulated sick leave.
- Qualified teachers will apply for sabbatical leave no later than April 1 of the year preceding the year for which leave is requested.
- The Superintendent will present all applications to the Board, along with his recommendations, at the next regularly-scheduled meeting following the application.
- The final approval, or disapproval, rests solely with the Board; and the Board will render its decision on or before May 1 of the applicable year.

Approved June 6, 2017

Policy GCCAFA-N

Long-Term Leaves Of Absence

Shall mean leave of more than one work week and up to one academic year. After one academic year it shall be considered complete resignation.

Leaves of absence without pay may be granted on an individual basis at the discretion of the Board of Education. Long term leaves of absence will be coordinated with the grading periods when at all possible. Request for such leave will be submitted in writing to the office of the superintendent.

A teacher on leave of absence who wishes to return to teaching will receive the first vacancy for which he/she is eligible and is qualified, provided that written application for return to service has been made to the Superintendent's office prior to the January Board meeting of the year in which they wish to return.

A leave of absence for study will be credited as teaching experience on the salary schedule upon submission of proof to the Superintendent of the following: The teacher will have completed to the satisfaction of the Superintendent at least twenty-four (24) semester hours or thirty-six (36) quarter hours of graduate credit, or will have completed during the year of the leave of absence a plan of study previously approved by the Superintendent.

Approved: June 6, 2017

Policy GCD-N

Professional Staff Vacations And Holidays

All full-time personnel (those working at least 1960 hours per contract year) shall be entitled to annual vacation leave of 40 hours after completion of first year; 80 hours after two years; 120 hours after 10 years.

Generally, vacation days accumulated during a contract year must be used before August 31 of that year. With approval of the employee's supervisor and the superintendent, vacation days may be held over to the following year, up to a maximum of two years' vacation leave.

LEGAL REF.: C.R.S. 22-1-112 (*school year-national holidays*)

Adopted: May 14, 2002

Reviewed and Approved: March 04, 2008/ January 12, 2010/ September 13, 2011/ February 9, 2016/ June 6, 2017

Policy GDD-N

Classified Vacation Leave

Regular classified personnel working on a 12-month basis are entitled to paid vacation on the following basis:

1. After one year: 1 week vacation
2. After two years: 2 weeks vacation
3. After 10 years: 3 weeks vacation

The administration may prorate vacation time for first year custodians.

All vacation time earned by all employees in the previous fiscal year shall be taken before August 31st of the following fiscal year unless a deferred vacation is approved by the superintendent. No more than current plus one (1) year of vacation may be accrued.

Vacations shall be scheduled at the convenience of both the employee and the district.

All classified employees who resign or whose employment is terminated, after one (1) full year, shall receive the paid vacation to which they are entitled as soon as possible.

Holidays

Secretaries, cooks, paraprofessionals, and bus drivers shall have the same holidays as enjoyed by teachers and students.

The following days are considered paid holidays for full-time regular support staff:
Should any of these holidays fall on a weekend, an assigned Friday will be observed.

▪ Friday before Easter	1-day
▪ Memorial Day	1-day
▪ Independence Day	1-day
▪ Labor Day	1-day
▪ Thanksgiving	2-days
▪ Christmas	2-days
▪ New Years	1-day
▪ President's Day	1-day
▪ Columbus Day	1-day
▪ MLK Day	1-day

Adopted: March 10, 1981

Revised: December 11, 1984/ April 12, 1988/ March 04, 2008/ January 12, 2010/ September 9, 2014

Reviewed and Adopted: February 9, 2016/ June 6, 2017

LEGAL REF: C.R.S. 22-1-112 (*school year-national*)

Policy GC-R-N

Professional Rights and Ethics

It is recognized that democratic values can best be transmitted in an environment which is free from censorship and artificial restraints upon free inquiry and learning. The academic freedom of teachers shall be encouraged and protected.

The employee's right to open and honest expression at faculty meetings and Board meetings shall be protected.

The employee's right to affiliate with professional, political and religious organizations shall not be abridged.

Employees shall have the right to adequate facilities and materials.

- Procedures for shared decision making by teachers shall be established for the selection and purchases of instructional materials and supplies.
- Storage and work space shall be available.
- A faculty lounge shall be provided in each building which has 10 or more employees.

Employees have a right to expect administrative and District assistance and support when dealing with student discipline problems.

It shall be the duty of all teachers to practice professional ethics as prescribed by the National Education Association.

Approved: June 6, 2017

Policy GBEB-N

Professional Responsibilities

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

As representatives of the district and role models for students, all staff shall demonstrate and uphold high professional, ethical and moral standards. Staff members shall conduct themselves in a manner that is consistent with the educational mission of the district and shall maintain professional boundaries with students at all times. Interactions between staff members must be based on mutual respect and any disputes will be resolved in a professional manner.

Teachers shall be responsible for the care, discipline and instruction of pupils in their charge and for any or all pupils of the school outside class hours as assigned by the principal and within the limit of board policy. Teachers shall be responsible for carrying out policies for the conduct of pupils as developed by the faculty or by faculty and students or as prescribed by the administration. Teachers shall train pupils in the maintenance of proper conditions and practices in the classroom as may affect the physical or mental health of children. Teachers shall report promptly to the principal any serious illness or accident affecting any children in their charge.

Teachers shall not grant permission to any pupil to leave school during the school hours without first consulting the principal. Pupils shall not be granted permission to leave school with an adult or other out-of-school person except at the expressed permission of the parent or guardian.

Teachers shall furnish to no one, other than school officials, any list of names and/or addresses of pupils or of teachers, and shall refer all requests of this nature to the principal. This section shall not prohibit any teacher from furnishing lists of teachers' names and addresses to the Association.

Teachers shall not promote or demote any pupil from their classroom during the school year without permission from the principal and/or Superintendent.

All teachers shall exercise their authority in maintaining order in the halls and about the buildings and grounds at any time. It shall be the duty of all teachers to see that any and all pupils conduct themselves in a proper and decorous manner at school-sponsored functions. The District and administration shall support teachers when disciplinary action concerning students is necessary.

In the event of an emergency all employees will take responsibility for the care and well being of students in the location where they are. Employees may not leave the designated site until relieved of their duty by their supervisor or emergency personnel, per Emergency Operations Plan.

Teachers shall participate in the in-service training program, attend all faculty meetings and shall cooperate with such divisions of school service in the system as may need the assistance of teachers in carrying out the program effectively. Duties under this section shall remain within the limits of board policies.

Employees are encouraged to attend student activities during the year. Faculty members and their spouses shall be admitted, without charge, to any school event when possible.

Teachers shall cooperate with Specials teachers. Teachers shall carry out directions of building principals regarding the course of study and methods of instruction.

Employees shall use appropriate language and conduct.

Employees shall report name, address, and telephone number changes to supervisor and payroll department, PERA and medical insurance on forms available at the administration office.

Employees shall conduct themselves as positive role models for students.

A classified employee who fails to report for work and fails to call supervisor or designee for three (3) consecutive days will be considered to have resigned through job abandonment.

Classified employees are responsible for completing accurate records of time worked using the system required by the school district.

Falsifying records shall be grounds for immediate dismissal with loss of all benefits except those required by statute.

Rules of Conduct

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

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

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

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

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

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

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of policies of the Board and regulations of the school administration in regard to students.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of school property.

5. Concern and attention toward the safety and welfare of students, including the need to ensure that students are appropriately supervised.

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

Felony/misdemeanor convictions

If, subsequent to beginning employment with the district, the district 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. Fingerprints must be submitted within 20 days after receipt of written notification. The fingerprints shall be forwarded to the Colorado Bureau of Investigation for the purpose of conducting a state and national fingerprint-based criminal history record check utilizing the records of the Colorado Bureau of Investigation and the Federal Bureau of Investigation.

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

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

Unlawful Behavior Involving Children

The Board may make an inquiry with the Department of Education concerning whether any current employee of the school district has been convicted of, pled *nolo contendere* to, or received a deferred 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.

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*)
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 District Property

Adopted: May 14, 2002

Revised: March 04, 2008

December 13, 2011

September 11, 2012

October 8, 2013

February 9, 2016

Approved: June 6, 2017

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

Dress professionally. Dress for safety.

Proper shoes should be worn to meet the requirements of the position, considering appearance, safety, and task appropriateness.

For safety reasons, Maintenance/Grounds, custodians, and vocational educators; long pants and toe-enclosed shoes shall be worn when using the following equipment:

- Saws
- Welders
- string trimmers

Food service and transportation personnel shall wear toe-enclosed shoes while working.

All employees' dressing inappropriately may be asked to change to more acceptable 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. Tank tops or other similar clothing with straps narrower than 1.5 inches in width
5. Any clothing, paraphernalia, grooming, jewelry, hair coloring, accessories, or body adornments that are or contain any advertisement, symbols, words, slogans, patches or pictures that:
 - Refer to drugs, tobacco, alcohol, or weapons
 - Are of a sexual nature
 - By virtue of color, arrangement, trademark, or other attribute denote membership in gangs which advocate drug use, violence, or disruptive behavior
 - Are obscene, profane, vulgar, lewd, or legally libelous
 - Threaten the safety or welfare of any person
 - Promote any activity prohibited by the student code of conduct
 - Otherwise disrupt the teaching-learning process

Exceptions

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

Uniformed workers (e.g. food preparers, custodians, etc.) shall wear the required uniform instead of professional dress.

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

LEGAL REF: CRS 22-32-109 (1)(cc) (districts required to have staff dress code)

CROSS REF: GBEB, Staff Conduct (and Responsibilities)

JICA, Student Dress code

Adopted: October 09, 2001

Reviewed and Approved: March 04, 2008

Approved: June 6, 2017

Policy GBABA-R2-N

Salary and Economic Benefits

(Reference Board Policies GBABA-N, GCBA-N, GCBC-N, GDBA-N, GDBC-N and Exhibits)

Salary and economic benefits for employees shall be negotiated annually within CBT.

CERTIFIED STAFF

- The certified salary schedules shall be policy GCBA-E-N
- The certified Extra Duty Salary Schedule shall be policy GBCB-E-N
- Explanation of Insurance package for certified employees shall be GCBD-E-N
- Contractual Days shall be found in policy GCL
- Other Paid Duties shall be GBC-E

CLASSIFIED STAFF

- The classified Salary Schedules shall be policy GDBA-E-N
- The classified Extra Duty Salary Schedule shall be policy GBCB-E-N
- The explanation of classified Insurance package shall be GDBD-E-N and GDBD-E2-N
- Other Paid Duties shall be policy GBC-E-N

The District will provide the following tuition credits plan to all certified staff members.

Certified staff members can be reimbursed for pre-approved college-credit courses completed during the current fiscal year. The fiscal year begins July 1 and ends June 30. Up to fifteen (15) semester hours will be reimbursed at a rate not to exceed \$45.00 per credit hour, for a maximum reimbursement of \$675.00 per fiscal year. Requests received after the end of the current fiscal year will not be eligible for reimbursement.

In order to receive reimbursement for course work teachers must request pre-approval prior to enrollment and then submit a tuition credit reimbursement form after course completion to the Director of Academic Affairs. Proof of payment in the form of a receipt or canceled check in addition to proof of completion (course certificate or transcripts) must be attached to the Request for Tuition Credit Reimbursement form and must be turned into the Central Office before tuition credit will be granted.

A teacher whose request for reimbursement is denied by either the Director of Academic Affairs, and/or the Superintendent may make an appeal to the Board of Education in writing and/or in person within thirty (30) calendar days of the denial. The Board of Education will consider the appeal at the earliest scheduled monthly board meeting and issue a final decision. Otherwise, reimbursement must be made within 45 days after the submission for approval or letter requesting horizontal movement.

A letter requesting horizontal movement must be turned into the Central Office by September 1 or January 1 in order to ensure implementation by the 27th of the month. Copies of transcripts documenting credits, written notices from CDE, or other equivalent hours that show merit of movement will be submitted when they become available in accordance with Negotiated Policy 21-5-2. NOTE: The definition of equivalent hour will be the same as a college credit or CDE credit which is 15 hours for 1 credit hour.

Paychecks

Paychecks will be issued on the 27th day of each month. Should the 27th fall on a weekend or holiday, paychecks shall be issued the last banking day prior to that weekend or holiday, except for the month of December. Paychecks for the month of December shall be issued on the last working day as long as reserves remain above twice the amount of monthly payroll. Direct deposit is an optional payment method. Physical paycheck is the other.

Professional Organization Dues.

The district will provide a maximum of \$50.00 per year to help defray the cost of membership to one and only one professional organization, related to the teacher's employment with R-32-J. If the cost of the membership is less than \$50.00 per year, then the district will pay a maximum equal to the cost of membership. Employees that are required to have a membership in order to complete job duties would be reimbursed in full. Group memberships related to organizations will not be covered unless the membership to each group is known, and the district would pay towards one membership. Proof of payment by the employee must be provided within ninety (90) days of payment. Reimbursement will occur during the next pay period, following the employee's request. Unions and associations such as NEA, CEA,SEA and SESPAs are excluded from this benefit.

Positioning on scale:

Teachers with prior teaching experience who move to the district are placed on the salary scale according to the prior experience. Teachers may claim up to 7 years of prior experience. Teachers with more than 7 years of teaching experience will be placed on step 7 unless a step increase has already been approved (in which case they would be placed on step 8).

Newly employed and re-appointed classified personnel may receive placement of up to three (3) steps on the salary schedule for past and like experience.

Approved: June 6, 2017

Policy GCBA-N

INSTRUCTIONAL STAFF CONTRACTS / COMPENSATION / SALARY SCHEDULES

The Board annually shall adopt a salary schedule for its regular certified personnel and shall place each certified employee in the school district on the salary schedule at least commensurate with, but not limited to, education, prior experience and experience in the district. The schedule adopted by the Board shall remain in effect until changed or modified by the Board in accordance with law. If the Board declares a fiscal emergency during a budget year as allowed by state law and discussed in policy DBK, salaries may be reduced for all employees on a proportional basis or the work year of employees may be altered. Any such reduction in salaries may be made notwithstanding any adopted salary schedule or policy.

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

Placement on the salary schedule shall be in accordance with legal requirements and requirements developed by the administration and approved by the Board. New employees will have education credits applied to their placement on the salary schedule if and to the extent that the credits are in excess of those required for the Approved Program of Preparation as defined in C.R.S. 22-60.5-102(7), and were earned as part of a course of study undertaken in preparation to earn the same endorsement for which the candidate is being hired by the District, up to a maximum of eight (8) credits for the first year of employment.

It is the policy of the Board that no teacher shall receive an increment of advancement on the salary schedule in excess of eight (8) credits per academic year. Once a teacher is hired and has obtained his/her teacher license and has been placed on the salary schedule based upon credits earned in accordance with this policy, including any credits earned for a necessary endorsement for his/her position in the District, the teacher will receive no further salary adjustment for past credits earned. All earned credits thereafter will apply towards advancement on the salary schedule.

The district shall comply with statutory provisions regarding salary schedules.

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

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

CRS 22-60.5-110 (*renewal of teacher license*)

CRS 22-63-401 through 403 (*teacher compensation laws*)

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

Policy GCBA-E2-N

INSTRUCTIONAL STAFF CONTRACTS / COMPENATION / SALARY SCHEDULES

	[BA]	(BA+8)	(BA+16)	(BA+24)	[BA+32]	(BA+40)	(BA+48)	(BA+56)	[MA]	[MA+8]	(MA+16)	(MA+24)	(MA+32)	(MA+40)	(MA+48)	(PHD)
(Step 1)	\$33,683.00	\$34,183.00	\$34,683.00	\$35,183.00	\$35,683.00	\$36,183.00	\$36,683.00	\$37,183.00	\$37,683.00	\$38,183.00	\$38,683.00	\$39,183.00	\$39,683.00	\$40,183.00	\$40,683.00	\$41,183.00
(Step 2)	\$34,233.00	\$34,733.00	\$35,233.00	\$35,733.00	\$36,233.00	\$36,733.00	\$37,233.00	\$37,733.00	\$38,233.00	\$38,733.00	\$39,233.00	\$39,733.00	\$40,233.00	\$40,733.00	\$41,233.00	\$41,733.00
(Step 3)	\$34,783.00	\$35,283.00	\$35,783.00	\$36,283.00	\$36,783.00	\$37,283.00	\$37,783.00	\$38,283.00	\$38,783.00	\$39,283.00	\$39,783.00	\$40,283.00	\$40,783.00	\$41,283.00	\$41,783.00	\$42,283.00
(Step 4)	\$35,333.00	\$35,833.00	\$36,333.00	\$36,833.00	\$37,333.00	\$37,833.00	\$38,333.00	\$38,833.00	\$39,333.00	\$39,833.00	\$40,333.00	\$40,833.00	\$41,333.00	\$41,833.00	\$42,333.00	\$42,833.00
(Step 5)	\$35,333.00	\$36,383.00	\$36,883.00	\$37,383.00	\$37,883.00	\$38,383.00	\$38,883.00	\$39,383.00	\$39,883.00	\$40,383.00	\$40,883.00	\$41,383.00	\$41,883.00	\$42,383.00	\$42,883.00	\$43,383.00
(Step 6)	\$35,333.00	\$36,933.00	\$37,433.00	\$37,933.00	\$38,433.00	\$38,933.00	\$39,433.00	\$39,933.00	\$40,433.00	\$40,933.00	\$41,433.00	\$41,933.00	\$42,433.00	\$42,933.00	\$43,433.00	\$43,933.00
(Step 7)	\$35,333.00	\$37,483.00	\$37,983.00	\$38,483.00	\$38,983.00	\$39,483.00	\$39,983.00	\$40,483.00	\$40,983.00	\$41,483.00	\$41,983.00	\$42,483.00	\$42,983.00	\$43,483.00	\$43,983.00	\$44,483.00
(Step 8)	\$35,333.00	\$37,483.00	\$38,533.00	\$39,033.00	\$39,533.00	\$40,033.00	\$40,533.00	\$41,033.00	\$41,533.00	\$42,033.00	\$42,533.00	\$43,033.00	\$43,533.00	\$44,033.00	\$44,533.00	\$45,033.00
(Step 9)	\$35,333.00	\$37,483.00	\$39,083.00	\$39,583.00	\$40,083.00	\$40,583.00	\$41,083.00	\$41,583.00	\$42,083.00	\$42,583.00	\$43,083.00	\$43,583.00	\$44,083.00	\$44,583.00	\$45,083.00	\$45,583.00
(Step 10)	\$35,333.00	\$37,483.00	\$39,633.00	\$40,133.00	\$40,633.00	\$41,133.00	\$41,633.00	\$42,133.00	\$42,633.00	\$43,133.00	\$43,633.00	\$44,133.00	\$44,633.00	\$45,133.00	\$45,633.00	\$46,133.00
(Step 11)	\$35,333.00	\$37,483.00	\$39,633.00	\$40,683.00	\$41,183.00	\$41,683.00	\$42,183.00	\$42,683.00	\$43,183.00	\$43,683.00	\$44,183.00	\$44,683.00	\$45,183.00	\$45,683.00	\$46,183.00	\$46,683.00
(Step 12)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,233.00	\$41,733.00	\$42,233.00	\$42,733.00	\$43,233.00	\$43,733.00	\$44,233.00	\$44,733.00	\$45,233.00	\$45,733.00	\$46,233.00	\$46,733.00	\$47,233.00
(Step 13)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$42,283.00	\$42,783.00	\$43,283.00	\$43,783.00	\$44,283.00	\$44,783.00	\$45,283.00	\$45,783.00	\$46,283.00	\$46,783.00	\$47,283.00	\$47,783.00
(Step 14)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$42,833.00	\$43,333.00	\$43,833.00	\$44,333.00	\$44,833.00	\$45,333.00	\$45,833.00	\$46,333.00	\$46,833.00	\$47,333.00	\$47,833.00	\$48,333.00
(Step 15)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,383.00	\$43,883.00	\$44,383.00	\$44,883.00	\$45,383.00	\$45,883.00	\$46,383.00	\$46,883.00	\$47,383.00	\$47,883.00	\$48,383.00	\$48,883.00
(Step 16)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$44,433.00	\$44,933.00	\$45,433.00	\$45,933.00	\$46,433.00	\$46,933.00	\$47,433.00	\$47,933.00	\$48,433.00	\$48,933.00	\$49,433.00
(Step 17)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$44,983.00	\$45,483.00	\$45,983.00	\$46,483.00	\$46,983.00	\$47,483.00	\$47,983.00	\$48,483.00	\$48,983.00	\$49,483.00	\$49,983.00
(Step 18)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$45,533.00	\$46,033.00	\$46,533.00	\$47,033.00	\$47,533.00	\$48,033.00	\$48,533.00	\$49,033.00	\$49,533.00	\$50,033.00	\$50,533.00
(Step 19)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$46,583.00	\$47,083.00	\$47,583.00	\$48,083.00	\$48,583.00	\$49,083.00	\$49,583.00	\$50,083.00	\$50,583.00	\$51,083.00
(Step 20)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$47,133.00	\$47,633.00	\$48,133.00	\$48,633.00	\$49,133.00	\$49,633.00	\$50,133.00	\$50,633.00	\$51,133.00	\$51,633.00
(Step 21)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$47,683.00	\$48,183.00	\$48,683.00	\$49,183.00	\$49,683.00	\$50,183.00	\$50,683.00	\$51,183.00	\$51,683.00	\$52,183.00
(Step 22)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$48,733.00	\$49,233.00	\$49,733.00	\$50,233.00	\$50,733.00	\$51,233.00	\$51,733.00	\$52,233.00	\$52,733.00
(Step 23)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$49,283.00	\$49,783.00	\$50,283.00	\$50,783.00	\$51,283.00	\$51,783.00	\$52,283.00	\$52,783.00	\$53,283.00
(Step 24)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$49,833.00	\$50,333.00	\$50,833.00	\$51,333.00	\$51,833.00	\$52,333.00	\$52,833.00	\$53,333.00	\$53,833.00
(Step 25)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$50,883.00	\$51,383.00	\$51,883.00	\$52,383.00	\$52,883.00	\$53,383.00	\$53,883.00	\$54,383.00
(Step 26)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$51,433.00	\$51,933.00	\$52,433.00	\$52,933.00	\$53,433.00	\$53,933.00	\$54,433.00	\$54,933.00
(Step 27)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$51,983.00	\$52,483.00	\$52,983.00	\$53,483.00	\$53,983.00	\$54,483.00	\$54,983.00	\$55,483.00
(Step 28)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$52,533.00	\$53,033.00	\$53,533.00	\$54,033.00	\$54,533.00	\$55,033.00	\$55,533.00	\$56,033.00
(Step 29)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$53,083.00	\$53,583.00	\$54,083.00	\$54,583.00	\$55,083.00	\$55,583.00	\$56,083.00	\$56,583.00
(Step 30)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$53,633.00	\$54,133.00	\$54,633.00	\$55,133.00	\$55,633.00	\$56,133.00	\$56,633.00	\$57,133.00
(Step 31)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$53,633.00	\$54,133.00	\$54,633.00	\$55,133.00	\$55,633.00	\$56,133.00	\$56,633.00	\$57,133.00
(Step 32)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$53,633.00	\$54,133.00	\$54,633.00	\$55,133.00	\$55,633.00	\$56,133.00	\$56,633.00	\$57,133.00
(Step 33)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$53,633.00	\$54,133.00	\$54,633.00	\$55,133.00	\$55,633.00	\$56,133.00	\$56,633.00	\$57,133.00
(Step 34)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$53,633.00	\$54,133.00	\$54,633.00	\$55,133.00	\$55,633.00	\$56,133.00	\$56,633.00	\$57,133.00
(Step 35)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$53,633.00	\$54,133.00	\$54,633.00	\$55,133.00	\$55,633.00	\$56,133.00	\$56,633.00	\$57,133.00
(Step 36)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$53,633.00	\$54,133.00	\$54,633.00	\$55,133.00	\$55,633.00	\$56,133.00	\$56,633.00	\$57,133.00
(Step 37)	\$35,333.00	\$37,483.00	\$39,633.00	\$41,783.00	\$43,933.00	\$46,083.00	\$48,233.00	\$50,383.00	\$53,633.00	\$54,133.00	\$54,633.00	\$55,133.00	\$55,633.00	\$56,133.00	\$56,633.00	\$57,133.00

Special Service Provider Salary Schedule

	[BA]	(BA+8)	(BA+16)	(BA+24)	[BA+32]	(BA+40)	(BA+48)	(BA+56)	[MA]	(MA+8)	(MA+16)	(MA+24)	(MA+32)	(MA+40)	(MA+48)	(PHD)
(Step 1)	\$39,683.00	\$40,183.00	\$40,683.00	\$41,183.00	\$41,683.00	\$42,183.00	\$42,683.00	\$43,183.00	\$43,683.00	\$44,183.00	\$44,683.00	\$45,183.00	\$45,683.00	\$46,183.00	\$46,683.00	\$47,183.00
(Step 2)	\$40,233.00	\$40,733.00	\$41,233.00	\$41,733.00	\$42,233.00	\$42,733.00	\$43,233.00	\$43,733.00	\$44,233.00	\$44,733.00	\$45,233.00	\$45,733.00	\$46,233.00	\$46,733.00	\$47,233.00	\$47,733.00
(Step 3)	\$40,783.00	\$41,283.00	\$41,783.00	\$42,283.00	\$42,783.00	\$43,283.00	\$43,783.00	\$44,283.00	\$44,783.00	\$45,283.00	\$45,783.00	\$46,283.00	\$46,783.00	\$47,283.00	\$47,783.00	\$48,283.00
(Step 4)	\$41,333.00	\$41,833.00	\$42,333.00	\$42,833.00	\$43,333.00	\$43,833.00	\$44,333.00	\$44,833.00	\$45,333.00	\$45,833.00	\$46,333.00	\$46,833.00	\$47,333.00	\$47,833.00	\$48,333.00	\$48,833.00
(Step 5)	\$41,333.00	\$42,383.00	\$42,883.00	\$43,383.00	\$43,883.00	\$44,383.00	\$44,883.00	\$45,383.00	\$45,883.00	\$46,383.00	\$46,883.00	\$47,383.00	\$47,883.00	\$48,383.00	\$48,883.00	\$49,383.00
(Step 6)	\$41,333.00	\$42,933.00	\$43,433.00	\$43,933.00	\$44,433.00	\$44,933.00	\$45,433.00	\$45,933.00	\$46,433.00	\$46,933.00	\$47,433.00	\$47,933.00	\$48,433.00	\$48,933.00	\$49,433.00	\$49,933.00
(Step 7)	\$41,333.00	\$43,483.00	\$43,983.00	\$44,483.00	\$44,983.00	\$45,483.00	\$45,983.00	\$46,483.00	\$46,983.00	\$47,483.00	\$47,983.00	\$48,483.00	\$48,983.00	\$49,483.00	\$49,983.00	\$50,483.00
(Step 8)	\$41,333.00	\$43,483.00	\$44,533.00	\$45,033.00	\$45,533.00	\$46,033.00	\$46,533.00	\$47,033.00	\$47,533.00	\$48,033.00	\$48,533.00	\$49,033.00	\$49,533.00	\$50,033.00	\$50,533.00	\$51,033.00
(Step 9)	\$41,333.00	\$43,483.00	\$45,083.00	\$45,583.00	\$46,083.00	\$46,583.00	\$47,083.00	\$47,583.00	\$48,083.00	\$48,583.00	\$49,083.00	\$49,583.00	\$50,083.00	\$50,583.00	\$51,083.00	\$51,583.00
(Step 10)	\$41,333.00	\$43,483.00	\$45,633.00	\$46,133.00	\$46,633.00	\$47,133.00	\$47,633.00	\$48,133.00	\$48,633.00	\$49,133.00	\$49,633.00	\$50,133.00	\$50,633.00	\$51,133.00	\$51,633.00	\$52,133.00
(Step 11)	\$41,333.00	\$43,483.00	\$45,633.00	\$46,683.00	\$47,183.00	\$47,683.00	\$48,183.00	\$48,683.00	\$49,183.00	\$49,683.00	\$50,183.00	\$50,683.00	\$51,183.00	\$51,683.00	\$52,183.00	\$52,683.00
(Step 12)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,233.00	\$47,733.00	\$48,233.00	\$48,733.00	\$49,233.00	\$49,733.00	\$50,233.00	\$50,733.00	\$51,233.00	\$51,733.00	\$52,233.00	\$52,733.00	\$53,233.00
(Step 13)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$48,283.00	\$48,783.00	\$49,283.00	\$49,783.00	\$50,283.00	\$50,783.00	\$51,283.00	\$51,783.00	\$52,283.00	\$52,783.00	\$53,283.00	\$53,783.00
(Step 14)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$48,833.00	\$49,333.00	\$49,833.00	\$50,333.00	\$50,833.00	\$51,333.00	\$51,833.00	\$52,333.00	\$52,833.00	\$53,333.00	\$53,833.00	\$54,333.00
(Step 15)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,383.00	\$49,883.00	\$50,383.00	\$50,883.00	\$51,383.00	\$51,883.00	\$52,383.00	\$52,883.00	\$53,383.00	\$53,883.00	\$54,383.00	\$54,883.00
(Step 16)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$50,433.00	\$50,933.00	\$51,433.00	\$51,933.00	\$52,433.00	\$52,933.00	\$53,433.00	\$53,933.00	\$54,433.00	\$54,933.00	\$55,433.00
(Step 17)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$50,983.00	\$51,483.00	\$51,983.00	\$52,483.00	\$52,983.00	\$53,483.00	\$53,983.00	\$54,483.00	\$54,983.00	\$55,483.00	\$55,983.00
(Step 18)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$51,533.00	\$52,033.00	\$52,533.00	\$53,033.00	\$53,533.00	\$54,033.00	\$54,533.00	\$55,033.00	\$55,533.00	\$56,033.00	\$56,533.00
(Step 19)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$52,583.00	\$53,083.00	\$53,583.00	\$54,083.00	\$54,583.00	\$55,083.00	\$55,583.00	\$56,083.00	\$56,583.00	\$57,083.00
(Step 20)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$53,133.00	\$53,633.00	\$54,133.00	\$54,633.00	\$55,133.00	\$55,633.00	\$56,133.00	\$56,633.00	\$57,133.00	\$57,633.00
(Step 21)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$53,683.00	\$54,183.00	\$54,683.00	\$55,183.00	\$55,683.00	\$56,183.00	\$56,683.00	\$57,183.00	\$57,683.00	\$58,183.00
(Step 22)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$54,733.00	\$55,233.00	\$55,733.00	\$56,233.00	\$56,733.00	\$57,233.00	\$57,733.00	\$58,233.00	\$58,733.00
(Step 23)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$55,283.00	\$55,783.00	\$56,283.00	\$56,783.00	\$57,283.00	\$57,783.00	\$58,283.00	\$58,783.00	\$59,283.00
(Step 24)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$55,833.00	\$56,333.00	\$56,833.00	\$57,333.00	\$57,833.00	\$58,333.00	\$58,833.00	\$59,333.00	\$59,833.00
(Step 25)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$56,883.00	\$57,383.00	\$57,883.00	\$58,383.00	\$58,883.00	\$59,383.00	\$59,883.00	\$60,383.00
(Step 26)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$57,433.00	\$57,933.00	\$58,433.00	\$58,933.00	\$59,433.00	\$59,933.00	\$60,433.00	\$60,933.00
(Step 27)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$57,983.00	\$58,483.00	\$58,983.00	\$59,483.00	\$59,983.00	\$60,483.00	\$60,983.00	\$61,483.00
(Step 28)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$58,533.00	\$59,033.00	\$59,533.00	\$60,033.00	\$60,533.00	\$61,033.00	\$61,533.00	\$62,033.00
(Step 29)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$59,083.00	\$59,583.00	\$60,083.00	\$60,583.00	\$61,083.00	\$61,583.00	\$62,083.00	\$62,583.00
(Step 30)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$59,633.00	\$60,133.00	\$60,633.00	\$61,133.00	\$61,633.00	\$62,133.00	\$62,633.00	\$63,133.00
(Step 31)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$59,633.00	\$60,133.00	\$60,633.00	\$61,133.00	\$61,633.00	\$62,133.00	\$62,633.00	\$63,133.00
(Step 32)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$59,633.00	\$60,133.00	\$60,633.00	\$61,133.00	\$61,633.00	\$62,133.00	\$62,633.00	\$63,133.00
(Step 33)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$59,633.00	\$60,133.00	\$60,633.00	\$61,133.00	\$61,633.00	\$62,133.00	\$62,633.00	\$63,133.00
(Step 34)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$59,633.00	\$60,133.00	\$60,633.00	\$61,133.00	\$61,633.00	\$62,133.00	\$62,633.00	\$63,133.00
(Step 35)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$59,633.00	\$60,133.00	\$60,633.00	\$61,133.00	\$61,633.00	\$62,133.00	\$62,633.00	\$63,133.00
(Step 36)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$59,633.00	\$60,133.00	\$60,633.00	\$61,133.00	\$61,633.00	\$62,133.00	\$62,633.00	\$63,133.00
(Step 37)	\$41,333.00	\$43,483.00	\$45,633.00	\$47,783.00	\$49,933.00	\$52,083.00	\$54,233.00	\$56,383.00	\$59,633.00	\$60,133.00	\$60,633.00	\$61,133.00	\$61,633.00	\$62,133.00	\$62,633.00	\$63,133.00

Approved June, 2019

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 staff shall be designed to promote their present and future economic security and provide incentive for professional development that will be of benefit to the district.

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

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.

Medical Benefits Plan

All eligible employees are offered medical coverage that is both affordable and valuable in accordance with the Patient Protection and Affordable Care Act (ACA). The District provides affordable coverage as required by ACA including at least one plan option that is free of charge to eligible employees (i.e. no employee co-premiums). The benefits provide minimum essential coverage and minimum value, in accordance with ACA.

- 1. To support staff in purchasing health coverage from the district's chosen carrier, the board will offer the board will offer \$480.00/month (beginning July 1, 2019)

- 1. To support staff in life insurance, the board will purchase
 - a. Classified Support Staff \$6.50/month
 - b. Certified Staff & Administrators \$13.00/month

The following criteria define how that benefit will be given:

- A. An employee with a signed contract or work agreement that denotes him or her as a full time employee or 1.0fte will receive 100% of the benefit dollars (ref policy GDBD-N)
- B. A classified support employee with a signed work agreement that denotes him or her as a part time employee that is .5fte or greater (but less than 1.0fte) will receive 50% of the benefit dollars (ref policy GDBD-N)
- C. A certified employee with a signed contract that denotes him or her as a part time employee that is .5fte or greater (but less than 1.0fte) will receive an equivalent portion of the benefit dollars.
- D. A bus driver who has signed the commitment form of 20 hours or more (ref policy GDBD-E-2-N) will be eligible for 50% of the benefit dollars.

Insurance Committee:

Due to the complexity of insurance, the employees of Salida School District shall form an open insurance committee to analyze comparisons between insurance providers. The purpose of the insurance committee is to provide an advisory role to the Salida School District in the area of insurance benefits and providers. The final recommendation of the committee will be made by a simple majority vote. The School Board will discuss the

final recommendation and either ratify it or request specific questions to be answered by the committee. Any changes in benefit dollars need to be in the form of a request to CBT to be enacted the following year.

The committee will contain members of the following employee groups. They will select one member to serve as Chairperson.

1. 2 from: Superintendent/Business Manager/Administrator/Manager
2. 2 from: Support
3. 3 from: Certified

*If there are not enough members of any sub-category interested in serving on the insurance committee, the committee will continue its work with a smaller overall committee. In the case of a tie of the recommendation, the CBT will decide the overall recommendation.

LEGAL REFERENCES:

Patient Protection and Affordable Care Act, Pub. L. No. 111-148 (2010) (PPACA), as amended by the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152 (2010) (HCERA)
26 USC § 4980H(a)
26 USC § 4980H(b)
C.R.S. 8-40-101 et seq. through 8-47-101 et seq. (Workers' Compensation Act of Colorado)
C.R.S. 22-32-110 (1)(j) (board power to procure group life, health or accident insurance)
C.R.S. 24-51-101 et seq. (Public Employees' Retirement Association)

CROSS REF.: GBGD, Workers' Compensation

Adopted: May 14, 2002

Revised: March 04, 2008/ August 18, 2015/ December 8, 2015/ June 6, 2017/ May 8, 2018/ June 2018, August 2018

ATHLETIC EVENTS

SMS BASKETBALL

- CLOCK --\$25.00 per game
- BOOK --\$25.00 per game
- GATE --\$35.00 per night unless split gyms - then \$30

SMS VOLLEYBALL

- CLOCK --\$25.00 per match
- SCOREKEEPER --\$25.00 per match
- LINE JUDGE --\$20.00 per match

GATE --\$35.00 per night

SMS FOOTBALL CLOCK --\$35.00 per game

SHS FOOTBALL:

- TICKET SELLERS -- \$ 35.00 for each location (4) per night
- CLOCK -- \$ 35.00 per night
- ANNOUNCER -- \$ 40.00 per night

SHS VOLLEYBALL:

- TICKET SELLERS -- \$ 35.00 per night
- CLOCK -- \$ 30.00 per match
- SCORE KEEPER --\$30.00 per match
- LINE JUDGE --\$25.00 per match
- LINE JUDGE --\$25.00 per match

SHS BASKETBALL:

- TICKET SELLERS -- \$ 30.00 per night 40 * denotes a ratified change Updated: 05.15.2014
- CLOCK -- \$ 30.00 per game
- SCORER -- \$ 30.00 per game

SHS WRESTLING:

- TICKET SELLERS -- \$ 25 (Per Session)
- TIMER -- \$ 35.00 (Per Session)
- SCORER -- 35 (Per Session)

SHS SOCCER:

TICKET SELLER -- \$ 35.00

CLOCK- \$35.00

SHS BASEBALL:

- TICKET SELLER -- \$35.00
- CLOCK AND BOOK-- \$35/ GAME

• TOURNAMENTS: *Will be paid per game per CHSSA guidelines*

Student Support Activities Bus Sponsors will be paid at the same hourly rate as single hour substitute pay.

*NOTE: THIS PAY SCHEDULE DOES NOT REFLECT STATE GAMES

**Any staff member, including classified workers, will be compensated for supporting athletic events (as outlined above) at the same rate as certified staff.

Approved: June 6, 2017

Revised and Approved: August 14, 2018

Policy GCBC-N

PROFESSIONAL STAFF SUPPLEMENTARY PAY PLAN/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 stipend as outlined in policy GBCB-E.

LEGAL REF: CRS 22-63-206 (3)

CONTRACT REF: GCL - Teaching Hours and Teaching Load

Adopted: May 14, 2002

Revised: March 04, 2008

Revised and Adopted: June 6, 2017

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

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

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

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

Adopted: February 12, 1980

Revised: March 10, 1981/ March 04, 2008/ June 6, 2017

LEGAL REF: CRS 22-32-109 (1)(f)
 CRS 22-32-110 (5)
 CRS 22-44-115.5 (2)

CROSS REF: DBK, Fiscal Emergencies

2019-20 Salary Schedule:

	Grnds/		Custodial	Secretary	Aid7.75hrs	Kitchen		AdminAsst/ DirAcad	Technician	BusDriver	AdminAsst	DataMgr	Para	Mechanic	HRAsst	LibraryAid	SECC	
	Maint	Cook				Mgr	Manager										Toddler	Kitchen
(Step 1)	15.00	13.00	14.00	16.00	12.00	15.00	17.00	20.00	15.00	17.00	22.40	14.00	21.09	20.10	15.00	16.00	17.00	
(Step 2)	15.10	13.10	14.10	16.10	12.10	15.10	17.10	20.10	15.10	17.10	22.50	14.10	21.19	20.20	15.10	16.10	17.10	
(Step 3)	15.20	13.20	14.20	16.20	12.20	15.20	17.20	20.20	15.20	17.20	22.60	14.20	21.29	20.30	15.20	16.20	17.20	
(Step 4)	15.30	13.30	14.30	16.30	12.30	15.30	17.30	20.30	15.30	17.30	22.70	14.30	21.39	20.40	15.30	16.30	17.30	
(Step 5)	15.40	13.40	14.40	16.40	12.40	15.40	17.40	20.40	15.40	17.40	22.80	14.40	21.49	20.50	15.40	16.40	17.40	
(Step 6)	15.50	13.50	14.50	16.50	12.50	15.50	17.50	20.50	15.50	17.50	22.90	14.50	21.59	20.60	15.50	16.50	17.50	
(Step 7)	15.60	13.60	14.60	16.60	12.60	15.60	17.60	20.60	15.60	17.60	23.00	14.60	21.69	20.70	15.60	16.60	17.60	
(Step 8)	15.70	13.70	14.70	16.70	12.70	15.70	17.70	20.70	15.70	17.70	23.10	14.70	21.79	20.80	15.70	16.70	17.70	
(Step 9)	15.80	13.80	14.80	16.80	12.80	15.80	17.80	20.80	15.80	17.80	23.20	14.80	21.89	20.90	15.80	16.80	17.80	
(Step 10)	15.90	13.90	14.90	16.90	12.90	15.90	17.90	20.90	15.90	17.90	23.30	14.90	21.99	21.00	15.90	16.90	17.90	
(Step 11)	16.00	14.00	15.00	17.00	13.00	16.00	18.00	21.00	16.00	18.00	23.40	15.00	22.09	21.10	16.00	17.00	18.00	
(Step 12)	16.10	14.10	15.10	17.10	13.10	16.10	18.10	21.10	16.10	18.10	23.50	15.10	22.19	21.20	16.10	17.10	18.10	
(Step 13)	16.20	14.20	15.20	17.20	13.20	16.20	18.20	21.20	16.20	18.20	23.60	15.20	22.29	21.30	16.20	17.20	18.20	
(Step 14)	16.30	14.30	15.30	17.30	13.30	16.30	18.30	21.30	16.30	18.30	23.70	15.30	22.39	21.40	16.30	17.30	18.30	
(Step 15)	16.40	14.40	15.40	17.40	13.40	16.40	18.40	21.40	16.40	18.40	23.80	15.40	22.49	21.50	16.40	17.40	18.40	
(Step 16)	16.50	14.50	15.50	17.50	13.50	16.50	18.50	21.50	16.50	18.50	23.90	15.50	22.59	21.60	16.50	17.50	18.50	
(Step 17)	16.60	14.60	15.60	17.60	13.60	16.60	18.60	21.60	16.60	18.60	24.00	15.60	22.69	21.70	16.60	17.60	18.60	
(Step 18)	16.70	14.70	15.70	17.70	13.70	16.70	18.70	21.70	16.70	18.70	24.10	15.70	22.79	21.80	16.70	17.70	18.70	
(Step 19)	16.80	14.80	15.80	17.80	13.80	16.80	18.80	21.80	16.80	18.80	24.20	15.80	22.89	21.90	16.80	17.80	18.80	
(Step 20)	16.90	14.90	15.90	17.90	13.90	16.90	18.90	21.90	16.90	18.90	24.30	15.90	22.99	22.00	16.90	17.90	18.90	
(Step 21)	17.00	15.00	16.00	18.00	14.00	17.00	19.00	22.00	17.00	19.00	24.40	16.00	23.09	22.10	17.00	18.00	19.00	
(Step 22)	17.10	15.10	16.10	18.10	14.10	17.10	19.10	22.10	17.10	19.10	24.50	16.10	23.19	22.20	17.10	18.10	19.10	
(Step 23)	17.20	15.20	16.20	18.20	14.20	17.20	19.20	22.20	17.20	19.20	24.60	16.20	23.29	22.30	17.20	18.20	19.20	
(Step 24)	17.30	15.30	16.30	18.30	14.30	17.30	19.30	22.30	17.30	19.30	24.70	16.30	23.39	22.40	17.30	18.30	19.30	
(Step 25)	17.40	15.40	16.40	18.40	14.40	17.40	19.40	22.40	17.40	19.40	24.80	16.40	23.49	22.50	17.40	18.40	19.40	
(Step 26)	17.50	15.50	16.50	18.50	14.50	17.50	19.50	22.50	17.50	19.50	24.90	16.50	23.59	22.60	17.50	18.50	19.50	
(Step 27)	17.60	15.60	16.60	18.60	14.60	17.60	19.60	22.60	17.60	19.60	25.00	16.60	23.69	22.70	17.60	18.60	19.60	
(Step 28)	17.70	15.70	16.70	18.70	14.70	17.70	19.70	22.70	17.70	19.70	25.10	16.70	23.79	22.80	17.70	18.70	19.70	
(Step 29)	17.80	15.80	16.80	18.80	14.80	17.80	19.80	22.80	17.80	19.80	25.20	16.80	23.89	22.90	17.80	18.80	19.80	
(Step 30)	17.90	15.90	16.90	18.90	14.90	17.90	19.90	22.90	17.90	19.90	25.30	16.90	23.99	23.00	17.90	18.90	19.90	

Approved: June, 2019

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 workweek.

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 the 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 gives advice 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. Any supplementary pay shall be in accordance with federal law.

Adopted: March 11, 1986

Revised: October 16, 1986/ March 04, 2008/ June 6, 2017

LEGAL REF: 29 USC §201 et seq. (*Fair Labor Standards Act*) 29 CFR Parts 510 to 794

CROSS REF: KF, Community Use of School Facilities

Policy GDBD-N

Support Staff Fringe Benefits

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

Support staff members shall receive fringe benefits from the following schedule:

- (a) Zero to 19 hours per week - no benefits
 - Exceptions at this level may be made for bus drivers under certain contractual conditions, allowing half-time benefits. (GDBD-E-2)
- (b) 20 to 29 hours per week - half-time benefits
- (c) 30 plus hours per week - full benefits

Adopted: prior to 1976

Revised: February 12, 1980/ March 10, 1981/ December 11, 1984/ March 04, 2008/ June 6, 2017

CROSS REF: G CBD, Professional Staff Fringe Benefits

HEALTH INSURANCE PREMIUMS EFFECTIVE JULY 1, 2019

CEBT MEDICAL PPO 4					CEBT MEDICAL PPO 7				
Co-Pay \$40/\$1500 Deductible/Max \$4000					Co-Pay \$55/\$4000 Deductible/Max \$4000				
	EE ONLY	EE+SPSE	EE + CHILD	EE + FAMILY		EE ONLY	EE+SPSE	EE + CHILD	EE + FAMILY
Health	\$512.00	\$1,024.00	\$948.00	\$1,486.00	Health	\$417.00	\$833.00	\$770.00	\$1,207.00
					Accident	\$9.06	\$20.19	\$24.88	\$32.33
Life	\$2.80	\$2.80	\$2.80	\$2.80	Life	\$2.80	\$2.80	\$2.80	\$2.80
Dental	\$33.00	\$71.00	\$63.00	\$108.00	Dental	\$33.00	\$71.00	\$63.00	\$108.00
Vision	\$10.00	\$14.00	\$13.00	\$24.00	Vision	\$10.00	\$14.00	\$13.00	\$24.00
	\$557.80	\$1,111.80	\$1,026.80	\$1,620.80		\$471.86	\$940.99	\$873.68	\$1,374.13
					CEBT MEDICAL (HRP)				
					Hospital ONLY - Must have Alt. Insurance				
PARAMETERS: HEALTH REIMBURSEMENT ACCOUNT									
					EE ONLY				
PARTICIPATE IN PPO 7 HEALTH PLAN					Health	\$275.00			
PARTICIPATE IN DISTRICT WELLNESS PLAN					Life	\$2.80			
PARTICIPATE IN DISTRICT ANNUAL CHECKUP					Dental	\$33.00			
TELEDOC IF APPROPRIATE					Vision	\$10.00			
						\$320.80			
Life Insurance = \$20,000					\$480.00 per month - eligible full time				
.14 per \$1,000					\$240.00 per month - eligible half time				
Over 65 less 40% of \$20,000 = \$12,000/1000 = 12 x .14 = \$1.68/month									
Over 70 less 65% of \$20,000 = \$7,000/1000 = 7 x .14 = \$0.98/month									
Over 75 less 75% of \$20,000 = \$5000/1000 = 5 x .14 = \$0.70/month									

INDEX of RELATED POLICIES

Policy BG

School Board Policy Process

The Board considers policy development its chief responsibility. The Board strives to reflect the community's values in its policies and commits itself to an ongoing effort to engage the community regarding policy-level concerns. The Board develops policies and puts them in writing to provide for the successful, consistent and efficient operation of the district's schools and the high achievement of district students. Policy development shall be aimed primarily toward the continual formation and evaluation of goals and desired end results for students, rather than toward daily district operations.

The Board uses the policy development and codification system of the National Education Policy Network/National School Boards Association (NEPN/NSBA), as recommended by the Colorado Association of School Boards.

This system, while it may be modified to meet needs, is to serve as a general guideline for such tasks as policy research, drafting of preliminary policy proposals, reviewing policy drafts with concerned groups, presenting new and revised policies to the Board for consideration and action, policy dissemination, policy evaluation and the continuous maintenance of the Board policy manual.

The policies of the Board are framed and meant to be interpreted in terms of state and federal laws and regulations.

Within policies there are two types - Board Policy and Negotiated Policy. These are to be adopted, revised or amended in different manners as outlined below.

Board Policy Adoption

Adoption of new policies or the revision or repeal of existing policies is solely the responsibility of the Board of Education. However, proposals regarding policies may originate with a member of the Board, the superintendent, staff members, parents, students, consultants, civic groups or other residents of the district. A careful and orderly process shall be used in examining such proposals prior to action upon them by the Board.

The Board shall adhere to the following procedure in formally considering and adopting policy proposals to ensure thoughtful examination of the issues prior to final adoption.

1. First meeting—the proposal shall be presented as an information item.
2. Second meeting—the proposal shall be presented for a first reading, discussion and first vote.
3. Third meeting—the proposal shall be presented for a second reading, discussion and final vote.

During discussion of a policy proposal, the Board shall seek out the views of the community and staff. The Board shall take action only after hearing recommendations of the superintendent and viewpoints of persons and groups affected by the policy.

Amendments may be proposed by Board members. An amendment shall not require that the policy go through an additional reading except when the Board determines that further study is needed or that an additional reading would be helpful.

Under unusual circumstances, the Board may temporarily approve a policy to meet emergency conditions. However, the above procedure is required before the policy shall be considered permanent.

The Board shall establish procedures to waive policies to facilitate attainment of school-level goals.

Policy revision and review

In an effort to keep its written policies up-to-date, the Board shall review its policies on a continuing basis.

The superintendent is given the continuing responsibility of calling to the Board's attention all policies that are out of date or for other reasons appear to need revision. Policy revision shall be accomplished in the same manner as policy adoption, except that revisions mandated by changes in law shall not require a second reading and may be adopted upon final vote at the second meeting.

The Board directs the superintendent to recall all policy and regulation manuals periodically for administrative updating and Board review.

Additionally, from time to time the Board may undertake a process to review and revise all of the policies in its manual. At the Board's discretion it may utilize an outside facilitator to conduct this review and revision process. Such process shall be in accordance with a schedule developed by the Board and the outside facilitator, if applicable. The process will include opportunities for staff, parent and community involvement. In addition, any changes to policy that affect the benefits, rights, responsibilities or expectations of students or staff will be provided in writing to the affected group and in sufficient time to make any necessary arrangements prior to the effective date of the change. Once the review and revision process is complete, the Board may choose to accept the revised policy manual in its entirety by approval of a resolution. In this event, the above policy adoption process, including any readings, shall not apply.

Board review of regulations

The Board reserves the right to review regulations issued by the administration at its discretion, but it shall revise or veto such regulations only when, in the Board's judgment, they are inconsistent with policies and regulations adopted by the Board. The Board shall be provided with copies of all district-wide regulations issued by the administration.

Regulations shall be officially approved by the Board when required by state or federal law or when strong community, staff or student attitudes make it advisable.

Before issuance, regulations shall be properly titled and coded.

Negotiated Policy

Policies that have been agreed upon as negotiable by the Board, Collective Bargaining Team (CBT) and all employees shall be addressed and ratified through the CBT process as outlined in the CBT Handbook (GBB-E). These policies are those that cover personnel issues and were previously negotiated by Salida Education Association (SEA) and the Board in the Master Agreement. All applicable policies are labelled, and can be found in the G section (Personnel Policies) of School District Policies. Only in clear emergencies will the Board act to change these policies without the CBT or employee representative groups' input.

Policy communication

The superintendent is directed to establish and maintain an orderly plan for preserving and disseminating district policies and regulations. Staff will be informed of policy changes on a regular basis.

All policy manuals shall remain the property of the district and shall be considered as "on loan" to anyone or any organization in whose possession they might be at any time. They are subject to recall at any time for updating.

The Board's policy manual is a public record and shall be open for inspection at the central administration office of the district.

Monitoring policy implementation

The Board of Education shall continuously monitor the implementation of its policies to ensure that reasonable progress is being made toward achieving the Board's goals and that operation of the school district is consistent with district policies.

Suspension/repeal of policy

In the event of special circumstances, the operation of any Board policy, including those governing its own operating procedures, may be temporarily suspended by a majority vote of Board members present at any regular or special meeting. This, however, does not apply to any Board policy established by law or by contract.

Policy repeal shall be accomplished in the same manner as policy adoption.

Adopted: August 07, 2000

Reviewed and Approved: March 04, 2008

LEGAL REF: CRS 22-32-109 (1),(a-c),(w),(y)(l) (specific duties of board)
CRS 22-32-109.1 (specific duties of boards in relation to safe schools plan)
CRS 22-33-104 (4) (compulsory school attendance)

Adopted: August 07, 2000

Reviewed and Approved: March 04, 2008; Revised and Approved: June 6, 2017

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.
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: September 13, 2005
Reviewed and Approved: March 04, 2008
Revised and Approved: January 12, 2010
October 8, 2013
Revised: January, 2018
Revised: August, 2018

LEGAL REFS.: 20 U.S.C. 6312(c)(6) (*teacher licensure requirements under Every Student Succeeds Act*)
C.R.S. 22-32-109 (1)(f) (*board duty to employ personnel*)
C.R.S. 22-32-109.7 (*specific board duties regarding personnel*)
C.R.S. 22-60.5-111 (*types of authorizations, including military spouse interim authorization*)
C.R.S. 22-60.5-201 (*types of teacher licenses*)
C.R.S. 22-60.5-201 (3)(b) (*licensure reciprocity for out-of-state applicants*)
C.R.S. 22-60.5-207 (*alternative teacher contracts*)
C.R.S. 22-63-103 (*definitions in Teacher Employment, Compensation, and Dismissal Act of 1990*)
C.R.S. 22-63-201 (2) (*hiring of person who holds an alternative teacher license*)
1 CCR 301-87 (*State Board of Education rules for administration of a system to evaluate the effectiveness of licensed personnel*)

Policy GCA

Professional Staff Positions

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

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

Adopted: May 14, 2002

Reviewed and Approved: March 04, 2008

Revised: January, 2018

Revised: August, 2018

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

LEGAL REF: CRS 22-32-110 (1)(h) (*Board power to terminate employment*)
CRS 22-60.5-101 *et seq.* (*teacher licensure law*)
CRS 22-63-101 *et seq.* (*teacher employment law*)
20 USC 6319 (*teacher requirements under No Child Left Behind Act of 2001*)
34 CFR 200.55 (*federal regulations regarding highly qualified teachers*)
34 CFR 200.58, 200.59 (*federal regulations regarding paraprofessional qualifications*)

Policy GDA

Support Staff Positions

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

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

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

Adopted: March 10, 1981

Revised: March 04, 2008

April 10, 2018

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

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

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

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.

Salary Schedule for Additional Classified (Support) Staff

Current Colorado State Minimum Wage or current Federal Minimum Wage, whichever is greater.

The Board of Education shall review and set the compensation for these levels on a yearly basis.

Adopted: March 04, 2008

Revised and Adopted: December 13, 2011/ June 27, 2017

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

C.R.S. 22-32-109.8

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

Policy GCQF

Discipline, Suspension and Dismissal of Professional Staff

(And Contract Nonrenewal)

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

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

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

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 information or reports are obtained and/or relied upon for purposes of reassigning, terminating or denying the promotion of an employee, the district shall comply with the Fair Credit Reporting Act and applicable state law.

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

Adopted: March 04, 2008

Revised: January 13, 2009

October 8, 2013

January 14, 2014

LEGAL REFS.: 15 U.S.C. 1681 *et seq.* (*Fair Credit Reporting Act*)
C.R.S. 8-2-126 (*limits employers' use of consumer credit information*)
C.R.S. 19-3-301 *et seq.* (*Child Protection Act of 1987*)
C.R.S. 22-2-119 (*duty to make inquiries prior to hiring*)
C.R.S. 22-32-109.1 (9) (*immunity provisions in safe schools law*)
C.R.S. 22-32-109.7 (*specific duties regarding hiring inquiries and reporting*)
C.R.S. 22-63-202 (3) (*temporary suspension during contract period*)
C.R.S. 22-63-202 (4) (*disclosure of reasons why left employment*)
C.R.S. 22-63-203 (*renewal and non-renewal of probationary teacher contracts*)
C.R.S. 22-63-301 *et seq.* (*dismissal of licensed staff*)
1 CCR 301-37, Rules 2260.5-R-15.00 *et seq.* (*mandatory reporting requirements*)

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

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

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

The superintendent also may suspend employees from their assignments as a disciplinary measure, with or without pay.

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

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

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

Adopted: March 04, 2008
Revised: January 13, 2009
February 11, 2014

LEGAL REFS.: 15 U.S.C. 1681 *et seq.* (*Fair Credit Reporting Act*)
C.R.S. 8-2-126 (*limits employers' use of consumer credit information*)
C.R.S. 19-3-301 *et seq.* (*Child Protection Act of 1987*)
C.R.S. 22-2-119 (*duty to make inquiries prior to hiring*)
C.R.S. 22-32-109.7 (*specific duties regarding hiring inquiries and reporting*)
C.R.S. 22-32-110 (1)(h) (*power to discharge/terminate employment*)
C.R.S. 22-32-126 (3) (*principals recommend employment actions*)

CROSS REF.: GD, Support/Classified Staff
LEGAL REF: CRS 19-3-301 *et seq.* (*Child Protection Act of 1987*)
CRS 22-2-119 (*duty to make inquiries prior to hiring*)
CRS 22-32-109.7 (*specific duties regarding hiring inquiries and reporting*)
CRS 22-32-110 (1)(h) (*power to discharge/terminate employment*)
CRS 22-32-126 (3) (*principals recommend employment actions*)
15 USC 1681 *et seq.* (*Fair Credit Reporting Act*)

CROSS REF: GD, Support/Classified Staff

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 (which includes transgender), religion, national origin, ancestry, age, genetic information, marital status, disability or conditions related to pregnancy or childbirth.

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.

Adopted: May 14, 2002

Reviewed and Approved: March 04, 2008

Revised and approved: January 13, 2009/ June 12, 2012/ December 13, 2016

- LEGAL REFS.: 20 U.S.C. §1681 (*Title IX of the Education Amendments of 1972*)
 29 U.S.C. §201 *et seq.* (*Fair Labor Standards Act*)
 29 U.S.C. §621 *et seq.* (*Age Discrimination in Employment Act of 1967*)
 29 U.S.C. §794 (*Section 504 of the Rehabilitation Act of 1973*)
 42 U.S.C. §12101*et seq.* (*Title II of the Americans with Disabilities Act*)
 42 U.S.C. §2000d (*Title VI of the Civil Rights Act of 1964*)
 42 U.S.C. §2000e (*Title VII of the Civil Rights Act of 1964*)
 42 U.S.C. §2000ff *et seq.* (*Genetic Information Nondiscrimination Act of 2008*)
 C.R.S. 2-4-401 (13.5) (*definition of sexual orientation, which includes transgender*)
 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. 24-34-301 (7) (*definition of sexual orientation, which includes transgender*)
 C.R.S. 24-34-402 *et seq.* (*discriminatory or unfair employment practices*)
 C.R.S. 24-34-402.3 (*discrimination based on pregnancy, childbirth or related conditions; notice of right to be free from such discrimination must be posted "in a conspicuous place" accessible to employees*)
- CROSS REFS.: AC, Nondiscrimination/Equal Opportunity
 GBAA, Sexual Harassment

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

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

Sexual harassment prohibited

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

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

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

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

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

Reporting, investigation and sanctions

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

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

All reports of sexual harassment received by any district employee shall be promptly forwarded to the compliance officer

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

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

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

Notice of policy

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

Adopted: May 14, 2002

Reviewed and Approved: March 04, 2008

Revised: June 12, 2012/ April 11, 2017

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

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:

7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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: September 13, 2005

Reviewed and Approved: March 04, 2008

Revised and Approved: January 12, 2010

October 8, 2013

Revised: January, 2018

Revised: August, 2018

LEGAL REFS.: 20 U.S.C. 6312(c)(6) (*teacher licensure requirements under Every Student Succeeds Act*)
C.R.S. 22-32-109 (1)(f) (*board duty to employ personnel*)
C.R.S. 22-32-109.7 (*specific board duties regarding personnel*)
C.R.S. 22-60.5-111 (*types of authorizations, including military spouse interim authorization*)
C.R.S. 22-60.5-201 (*types of teacher licenses*)
C.R.S. 22-60.5-201 (3)(b) (*licensure reciprocity for out-of-state applicants*)
C.R.S. 22-60.5-207 (*alternative teacher contracts*)
C.R.S. 22-63-103 (*definitions in Teacher Employment, Compensation, and Dismissal Act of 1990*)
C.R.S. 22-63-201 (2) (*hiring of person who holds an alternative teacher license*)
1 CCR 301-87 (*State Board of Education rules for administration of a system to evaluate the effectiveness of licensed personnel*)

Definitions

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

Adopted: March 10, 1981

Revised: March 04, 2008

September 13, 2011

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

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

Background checks

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

Hiring

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

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

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

Appointment of candidates

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

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

Adopted: September 13, 2005
Reviewed and Approved: March 04, 2008
Revised: January 13, 2009, June 12, 2012, January 14, 2014

- 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. 8-2-126 (limits employers' use of consumer credit information)
 - C.R.S. 13-80-103.9 (liability for failure to perform an education employment required background check)

C.R.S. 14-14-111.5 (*Child Support Enforcement procedures*)
C.R.S. 22-2-119 (*inquiries prior to hiring*)
C.R.S. 22-32-109 (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

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

1. Vacancies

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

2. Applications

All applications will be submitted to the personnel office.

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

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

3. Initial screening and interview

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

- a. Determine if a teacher applicant meets applicable licensure requirements under state and federal law.
- b. Determine the suitability of an applicant for a specific position.
- c. Determine those applicants who are most qualified for the position.
- d. Ensure eligible applicants from the district's priority hiring pool, if applicable, receive first opportunity to interview, as required by law.
- e. Discuss with an applicant any district policies and procedures pertinent to the job and to the employment process.

4. Background checks

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

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

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

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

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

- 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

All non-licensed applicants selected for employment in an administrative position must submit a complete set of fingerprints taken by a qualified law enforcement agency, an authorized district employee or any third party approved by the Colorado Bureau of Investigation.

- a. Non-licensed applicants selected for employment must also submit a notarized, completed form as required by state law. 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.
- b. 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.
- c. 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.

- d. The school district will charge the applicant a nonrefundable fee 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.

6. Credit reports

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

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

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

7. **Placement interview**

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

8. **Selection**

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

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

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

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

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

9. **Contract or job offer**

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

10. **Information report to state**

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

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

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

Adopted: May 14, 2002
Revised: March 04, 2008
January 13, 2009
December 13, 2011
June 12, 2012
October 8, 2013
Approved: February 2019

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 or designee who shall confer with principals and other supervisory personnel in making a selection.

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 information or reports are used in the hiring process the district shall comply with the Fair Credit Reporting Act and applicable state law.

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 (which includes transgender), religion, national origin, ancestry, age, genetic information, marital status, disability or conditions related to pregnancy or childbirth.

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: March 04, 2008
Revised: January 13, 2009
 June 12, 2012
 February 11, 2014
Approved: February 2019

- LEGAL REFS.: 15 U.S.C. §1681 *et seq.* (Fair Credit Reporting Act)
 42 U.S.C. §653(a) (Personal Responsibility and Work Opportunity Reconciliation Act)
 42 U.S.C. §2000ff *et seq.* (Genetic Information Nondiscrimination Act of 2008)
 28 C.F.R. 50.12(b) (notification requirements regarding fingerprints)
 C.R.S. 2-4-401 (13.5) (definition of sexual orientation, which includes transgender)
 C.R.S. 8-2-126 (limits employers' use of consumer credit information)
 C.R.S. 13-80-103.9 (liability for failure to perform an education employment required background check)
 C.R.S. 14-14-111.5 (Child Support Enforcement procedures)
 C.R.S. 22-2-119 (duty to make inquiries prior to hiring)
 C.R.S. 22-32-109 (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. 24-34-301 (7) (definition of sexual orientation, which includes transgender)

C.R.S. 24-34-402 (1) (*discriminatory and unfair employment practices*)

C.R.S. 24-34-402.3 (*discrimination based on pregnancy, childbirth or related conditions; notice of right to be free from such discrimination must be posted "in a conspicuous place" accessible to employees*)

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

Background checks

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

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

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

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

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

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

Credit reports

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

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

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

Fingerprinting

1. All applicants selected for employment in a support staff position must submit a complete set of fingerprints taken by a qualified law enforcement agency, an authorized district employee or any third party approved by the Colorado Bureau of Investigation.
2. Applicants selected for employment must also submit a notarized, completed form as required by state law. 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 will charge the applicant a nonrefundable fee to be determined by the Board to cover the direct and indirect costs of fingerprint processing. *[NOTE: This fee shall be an amount equal to the direct and indirect costs to the district of fingerprint processing.]*

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

Information report to state

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

Adopted: March 04, 2008

Revised: January 13, 2009

December 13, 2011

October 8, 2013

Approved: February 2019

Policy GDG

Part-Time and Substitute Support Staff Employment

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

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.

Salary Schedule for Additional Classified (Support) Staff

Current Colorado State Minimum Wage or current Federal Minimum Wage, whichever is greater.

The Board of Education shall review and set the compensation for these levels on a yearly basis.

Adopted: March 04, 2008

Revised and Adopted: December 13, 2011 / June 27, 2017

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

C.R.S. 22-32-109.8

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

A teacher who holds an administrative position may be assigned to another position for which he or she is qualified if a vacancy exists in such a position and, if so assigned, with a salary corresponding to the position. If the transfer is to another school in the district the transfer is subject to the consent of the receiving principal and is subject to approval of the superintendent and Board of Education.

The Board may consider the years of service accumulated while the teacher was occupying the administrative position when the Board determines where to place the teacher on the salary schedule.

The three consecutive school years of demonstrated effectiveness and continuous employment required for the probationary period is not deemed interrupted if a probationary teacher accepts the position of superintendent. However, the period of time during which a probationary teacher serves in such capacity will not be included in computing the probationary period.

Adopted: March 04, 2008

Revised: June 12, 2012

October 8, 2013

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

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

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: May 14, 2002

Reviewed and Approved: March 04, 2008

LEGAL REF: CRS 8-2-114 (2), (3) and (5)
CRS 22-63-202

CROSS REF: GCE/GCF, Professional Staff Recruiting/hiring
GDE/GDF, Support Staff Recruiting/Hiring

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

Eligibility

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

Permitted reasons for FMLA leave

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

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

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

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

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

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

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

Intermittent or reduced FMLA leave

Leave may be taken on an intermittent or reduced leave schedule. The district may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule provided that the position has equivalent pay and benefits. Teachers requesting intermittent or reduced leave involving

greater than 20 percent of their working time during such period may, in the alternative, be required to take leave continuously for all or a specified part of the total period involved.

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

Health insurance and benefits

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

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

Reinstatement after FMLA leave

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

Development of procedures

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

Compliance with governing law

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

Adopted: March 04, 2008

Revised: June 12, 2012

October 8, 2013

April 8, 2014

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

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

(Family and Medical Leave Act of 1993) (Exhibit)

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

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

Check Yes or No in the boxes below as appropriate.

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

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

- Yes No
- 10. Is in-patient hospitalization of the family member (patient) required?
- 11. Does or will the patient required assistance for basic medical needs, hygiene, nutritional needs, safety or transportation.
- 12. After review of the employee's signed statement (item 14 below), is the employee's presence necessary or would it be beneficial for the care of the patient? This may include psychological comfort.

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

14. Signature of physician or practitioner _____

15. Date _____

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

Item 17 is to be completed by the employee needing family leave.

17. When family leave is needed to care for a seriously ill family member, the employee must state the care he will provide and an estimate of the time period during which this care will be provided including a schedule if leave is to be taken intermittently or on a reduced leave schedule.

Employee signature _____ Date _____

Adopted: March 04, 2008

Notification and reporting

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

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

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

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

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

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

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

Medical certification

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

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

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

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

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

Return to work

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

The following return to work provisions apply to teachers:

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

Repayment of benefits

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

Posting/notice to employees

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

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

Adopted: March 04, 2008
Revised: December 8, 2009
June 12, 2012
October 8, 2013
April 8, 2014

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.

Adopted: May 14, 2002

Reviewed and Approved: March 04, 2008

October 8, 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

Gifts

Gifts from students: Teachers and other employees of the Board shall not accept gifts from students except as such gifts represent tokens. The district considers letters from students expressing gratitude and appreciation to be appropriate.

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

Gifts from companies: All employees of the 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 district expects such activities to be kept to a minimum.

Adopted: May 14, 2002

Reviewed and Approved: May 14, 2002

LEGAL REF: CRS 24-18-104 (*rules of conduct for public employees*)

CROSS REF: DJG, Vendor Relations
GBEB, Staff Conduct

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

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

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

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 information or reports are obtained and/or relied upon for purposes of reassigning, terminating or denying the promotion of an employee, the district shall comply with the Fair Credit Reporting Act and applicable state law.

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

Adopted: March 04, 2008

Revised: January 13, 2009

October 8, 2013

January 14, 2014

- LEGAL REFS.: 15 U.S.C. 1681 *et seq.* (Fair Credit Reporting Act)
C.R.S. 8-2-126 (limits employers' use of consumer credit information)
C.R.S. 19-3-301 *et seq.* (Child Protection Act of 1987)
C.R.S. 22-2-119 (duty to make inquiries prior to hiring)
C.R.S. 22-32-109.1 (9) (immunity provisions in safe schools law)
C.R.S. 22-32-109.7 (specific duties regarding hiring inquiries and reporting)
C.R.S. 22-63-202 (3) (temporary suspension during contract period)
C.R.S. 22-63-202 (4) (disclosure of reasons why left employment)
C.R.S. 22-63-203 (renewal and non-renewal of probationary teacher contracts)
C.R.S. 22-63-301 *et seq.* (dismissal of licensed staff)
1 CCR 301-37, Rules 2260.5-R-15.00 *et seq.* (mandatory reporting requirements)
- CROSS REF.: GBG, Liability of School Personnel/Staff Protection

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.

Adopted: March 04, 2008

Revised: January 13, 2009

October 8, 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*)

The building principal shall develop guidelines for selecting mentors to work with initial licensees, **and/or for new teachers, upon the principal's recommendation and the superintendent's approval**, in the district's induction program. Educators selected as mentors should be those who model outstanding skills and school leadership as teachers, principals or administrators, as appropriate, and who have demonstrated exemplary skills under the district's performance standards.

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

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

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

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

Mentors shall be compensated for their assistance in accordance with district policy or, if the mentor is from another district, at the rate agreed upon between the districts.

Principals and administrators

Mentors for principals and other administrators may be selected from a variety of sources including school district personnel, personnel from other districts and retired administrators. Mentors selected for principals and administrators with initial licenses, **or for new administrators, as approved by the superintendent**, shall be:

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

Mentors must:

- Have demonstrated effective communication skills including problem solving and written communication.
- Have demonstrated skills in questioning and giving feedback.
- Be committed to ongoing professional growth.

Adopted: September 13, 2005

Reviewed and Approved: March 04, 2008/ November 17, 2015

LEGAL REF: CRS 22-60.5-102(12),(13),(14),(15)

CROSS REF: GCHC, Professional Staff Induction Program

In accordance with law, the district shall provide an induction program for the continuing professional development of teachers, special service providers, principals and administrators with initial licenses just entering the profession and new to the district.

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

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

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

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

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

Through the induction program, inductees shall be provided information about Board of Education policies and regulations, local district goals, content standards, and educator roles and responsibilities.

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

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

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

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

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

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

Adopted: May 14, 2002
Revised: March 04, 2008

LEGAL REF: CRS 22-60.5-102 (7)
CRS 22-60.5-114 (2)
CRS 22-60.5-201 (1)(c)(l)(B)

CRS 22-60.5-204 (*teachers*)
CRS 22-60.5-210 (1)(b)(l)(B)
CRS 22-60.5-213 (*special services providers*)
CRS 22-60.5-301 (1)(b)(l)(C)
CRS 22-60.5-304 (*principals*)
CRS 22-60.5-306 (1)(b)(l)(C)
CRS 22-60.5-309 (*administrators*)

CROSS REF: GCHA/GCHB, Mentor Teachers/Administrators

The Board of Education believes that student achievement must drive all professional staff development efforts and that professional development is an indispensable part of overall school improvement. To support these beliefs, the Board is committed to allocating adequate resources, including people, time and facilities, to professional development that is effective.

The superintendent shall develop a professional development program that:

- is rigorous, results-based, data-driven and tied to student achievement.
- is ongoing and an integral part of each professional staff member's workday.
- uses a variety of approaches and professional development models.
- is collaborative, school-centered and involves teachers and administrators in its design.
- focuses on teachers as central to student learning, yet includes all other members of the school community.
- focuses on student learning.
- is rich in academic content, learning processes, current research, materials and technologies.
- uses the systematic study of student work to improve teaching and learning.
- occurs in environments of safety, trust and shared problem solving.
- promotes equity.

The professional development program shall be designed to support achievement of the district's educational objectives.

The superintendent shall evaluate the effectiveness of the professional development program on an on-going basis and modify the program accordingly.

Participation in the professional development program is required of teachers and administrators.

Adopted: May 14, 2002
Revised: March 04, 2008
February 9, 2016

LEGAL REFS.: C.R.S. 22-32-109 (1)(jj) (*board must identify areas where principals need professional development*)
C.R.S. 22-32-109 (1)(n), (z) (*board required to determine number of hours/days of school; board required to provide inservice program related to abuse and neglect under Child Protection Act*)
C.R.S. 22-32-110 (1)(k) (*board has power to adopt policies related to inservice training and professional growth of employees*)
C.R.S. 22-60.5-110 (3)(b) (*licensed staff required to complete ongoing professional development which may include programs concerning juvenile mental health issues and awareness and prevention of suicide*)
1 CCR 301-1, Rule 2202-R-11.05 (E)(7) (*school performance reports to include number of professional development days*)

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

CONTRACT REF: SEA Agreement, Article 18
CRS 22-32-109 (1)(n),(z) (*board required to determine number of hours/days of school; board required to provide in-service program related to abuse and neglect under Child Protection Act*)
CRS 22-32-110 (1)(k) (*board has power to adopt policies related to inservice training and professional growth of employees*)
CRS 22-60.5-110 (3)(b) (*licensed staff required to complete on-going professional development which may include programs concerning juvenile mental health issues and awareness and prevention of suicide*)

1 CCR 301-1, Rule 2202-R-2.05 (2)

CROSS REF: ADA, School District Educational Objectives
AE, Accountability/Commitment to Accomplishment
AEA, Standards Based Education
IA, Instructional Goals and Learning Objectives

Policy GBCB

Stipend Policy

District staff members who are regularly assigned to duties which require extra time or responsibilities over and above their job descriptions or contractual obligations may receive extra compensation in the form of a stipend. The amount of such stipend shall be determined in accordance with the extra duty salary schedule approved by the Board. This policy describes the types of stipends that the Board may approve.

Supervisory Stipends

The first category of stipends is in regards to supervision. Those stipends require a staff member to supervise a district program or event. In order to qualify for a supervisory stipend, it must meet the following criteria:

- The program legally requires a district staff member to supervise it or the job description of the extra duty supervisory assignment identifies work that is not accounted for on the staff member's job description or contract; and
- The staff member's supervisory role in the program or event requires the staff member to work in addition to his or her regular district job description or employment contract.

Supervisory stipends can only be added through the district budget conversation and approval of such budget by the Board. Requests for additional supervisory stipends must be submitted to the superintendent by February 1st for the Board's consideration in the upcoming school year's budget.

The job performance of staff members receiving supervisory stipends shall be reviewed annually. A supervisory stipend shall be eliminated if the district determines the staff member is not meeting the expectations of the extra duty assignment or the stipend no longer meets the requirements of this policy.

Colorado High School Activities Association (CHSAA) Stipends

The second category of stipends is in regards to CHSAA approved activities. CHSAA has bylaws covering many high school activities (both academic and athletic) offered by the district, which the district shall follow.

In order to qualify for a CHSAA stipend, the CHSAA activity shall have a minimum of 10 student participants. That participation must be met for two consecutive years, and only students that participate the entire "season" will be counted as participants during the district's review.

CHSAA stipends can only be added through the district budget conversation and approval of such budget by the Board. Requests for additional CHSAA stipends must be submitted to the superintendent by February 1st for the Board's consideration in the upcoming school year's budget.

The job performance of staff members receiving athletic stipends shall be reviewed annually by the district's activities director. The job performance of staff members receiving academic stipends shall be reviewed annually by the building level principal. A CHSAA stipend shall be eliminated if the district determines the staff member is no longer meeting the expectations of the extra duty assignment or the stipend no longer meets the requirements of this policy.

The CHSAA stipends approved by the Board are listed in the Extra Duty Stipend Schedule.

Positioning on scale:

Coaches with prior coaching experience who accept a position in the district are placed on the salary scale according to prior verified equivalent experience. Coaches may be awarded up to 5 years for the equivalent experience.

Locally Controlled Activity Stipends

A third category of stipends is in regards to locally controlled activities. In order for a program to qualify for a Locally Controlled Activity stipend, it must meet the following criteria:

- The program requires a staff member to work outside of academic school hours, and is not governed by CHSAA.
- The activity must directly benefit a significant amount of Salida School District students, which shall be understood as 10 students that participate for the entire "season."

- A "season" must include a minimum of 20 practices or 60 hours, and must include a minimum of 5 performances/competitions.
- No grade or class credit will be realized through student participation.
- These participation criteria must be met for three consecutive years before a Locally Controlled Activity stipend may be approved.

Locally Controlled Activity stipends can only be added through the district budget conversation and approval of such budget by the Board. Requests for additional locally controlled activity stipends must be submitted to the superintendent by February 1st for the Board's consideration in the upcoming school year's budget.

The job performance of staff members receiving stipends shall be reviewed annually by the district's Activities Director and paid out of the district's general fund. The Locally Controlled Activity stipend shall be eliminated if the district determines the staff member is no longer meeting the expectations of the extra duty assignment. The Locally Controlled Activity stipend may also be eliminated if the stipend no longer meets the requirements of this policy. However, the activity will be given a one-year warning to attempt to address student participation rates. The participation review is at the sole discretion of the district's activities director.

If there is a request to add a new locally controlled activity stipend, the requester/organization will have a 3-year trial period to show sustainability within the scope of the school district. During this 3-year trial period, said organization is required to self-fund their program. At the end of the trial period, the activities director, principal, and superintendent will meet to decide if the new program should be recommended for addition to the district's locally controlled activity stipends. Recommendations to add a program will then go through the proper district committees and require Board approval. All recommendations to discontinue the new program will stop and cease with the decision of the activities director, principal and superintendent.

Approved August 9, 2016

Revised and Approved: August 2018

EXTRA DUTY PAY SCALE WIT CHSAA ACTIVITIES STIPEND SCALE 2019-2020

	SALIDA HIGH SCHOOL HEAD COACH		SALIDA HIGH SCHOOL ASSISTANT COACH		SALIDA MIDDLE SCHOOL HEAD COACH		ASST. COACH
	A	B	C	D	E	F	G
	BOYS GOLF GIRLS GOLF CHEER	CROSS COUNTRY SOCCER VOLLEYBALL SWIMMING WRESTLING BASEBALL TENNIS TRACK	FOOTBALL BASKETBALL	CROSS COUNTRY SOCCER VOLLEYBALL SWIMMING WRESTLING BASEBALL TENNIS TRACK	FOOTBALL BASKETBALL	FOOTBALL CROSS COUNTRY VOLLEYBALL BASKETBALL WRESTLING TRACK	FOOTBALL CROSS COUNTRY WRESTLING TRACK
[Step1]	\$4,000.00	\$4,500.00	\$5,000.00	\$2,500.00	\$3,000.00	\$2,500.00	\$1,500.00
[Step 2]	\$4,150.00	\$4,650.00	\$5,150.00	\$2,650.00	\$3,150.00	\$2,600.00	\$1,600.00
[Step 3]	\$4,300.00	\$4,800.00	\$5,300.00	\$2,800.00	\$3,300.00	\$2,700.00	\$1,700.00
[Step 4]	\$4,450.00	\$4,950.00	\$5,450.00	\$2,950.00	\$3,450.00	\$2,800.00	\$1,800.00
[Step 5]	\$4,600.00	\$5,100.00	\$5,600.00	\$3,100.00	\$3,600.00	\$2,900.00	\$1,900.00
[Step 6]	\$4,750.00	\$5,250.00	\$5,750.00	\$3,250.00	\$3,750.00	\$3,000.00	\$2,000.00
[Step 7]	\$4,900.00	\$5,400.00	\$5,900.00	\$3,400.00	\$3,900.00	\$3,100.00	\$2,100.00
[Step 8]	\$5,050.00	\$5,550.00	\$6,050.00	\$3,550.00	\$4,050.00	\$3,200.00	\$2,200.00
[Step 9]	\$5,200.00	\$5,700.00	\$6,200.00	\$3,700.00	\$4,200.00	\$3,300.00	\$2,300.00
[Step 10]	\$5,350.00	\$5,850.00	\$6,350.00	\$3,850.00	\$4,350.00	\$3,400.00	\$2,400.00
(Step 11)	\$5,500.00	\$6,000.00	\$6,500.00	\$4,000.00	\$4,500.00	\$3,500.00	\$2,500.00
(Step 12)	\$5,650.00	\$6,150.00	\$6,650.00	\$4,150.00	\$4,650.00	\$3,600.00	\$2,600.00
(Step 13)	\$5,800.00	\$6,300.00	\$6,800.00	\$4,300.00	\$4,800.00	\$3,700.00	\$2,700.00
(Step 14)	\$5,950.00	\$6,450.00	\$6,950.00	\$4,450.00	\$4,950.00	\$3,800.00	\$2,800.00
(Step 15)	\$6,100.00	\$6,600.00	\$7,100.00	\$4,600.00	\$5,100.00	\$3,900.00	\$2,900.00
	\$75,750.00	\$83,250.00	\$90,750.00	\$53,250.00	\$60,750.00	\$48,000.00	\$33,000.00

Adopted June, 2019