



# **Woodland Park School District Employment Handbook**

Effective July 1, 2023

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## DISTRICT PREAMBLE - PURPOSE AND CORE BELIEFS

### Purpose

Woodland Park School District exists to establish a common foundation of knowledge that cultivates educated citizens who appreciate and contribute to this great American Republic as provided in the Declaration of Independence and The United States Constitution.

Through a rigorous culture of achievement and an ethical code of conduct, students will develop personal discipline, courage, and drive with a willingness to work respectfully with others and equipped to be successful members of a uniquely American society.

### Core Beliefs

- District philosophies that align with parental choice and build systems oriented to parental expectations and values, and acknowledge parents as the primary educators of their children.
- Soliciting and collaborating with parents, staff, teachers, students, and community to inform our actions which value the merit of each unique student.
- Offering a variety of programs that provide content-rich curriculum and extra-curricular activities.
- Developing professional educators that engage and inspire students through positive ethical leadership.
- Continuous improvements of our district programs, processes, and academic results.
- The future success of our Community, State, and Nation depends on an educated citizen who understands the Constitutions of the United States and the State of Colorado.

### EQUAL OPPORTUNITY EMPLOYER - NONDISCRIMINATORY PRACTICES

It will be the policy of the Board of Education to prohibit any discriminatory personnel practices based on race, color, sex, religion, ethnicity, national origin, ancestry, creed, age, marital status, veteran status, gender identity, sexual orientation, genetic information, or disability or any other characteristic protected by law. The District is an equal opportunity employer. In compliance with the Colorado Crown Act, any practices or references in any handbooks or policies of the District related to prohibiting discrimination on the basis of an individual's race shall include a person's hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race. Specifically, without limitation, such hairstyles as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps.

### Equal Pay for Equal Work

The District will not discriminate between employees on the basis of sex, or on the basis of sex in combination with another legally protected class status, by paying an employee of one sex a wage rate less than the rate paid to an employee of a different sex for substantially similar work, regardless of job title, based on a composite of skill; effort, which may include consideration of

shift work; and responsibility, unless the basis for such disparity is one of the following, reasonably applied reasons, which account for the entire wage differential:

1. The District's seniority system;
2. The District's merit system;
3. The District's system that measures earnings by quantity or quality of production;
4. The geographic location where the work is performed;
5. Education, training, or experience to the extent that they are reasonably related to the work in question; or
6. Travel, if the travel is a regular and necessary condition of the work performed.

Current District policies concerning nondiscrimination include:

<b>Policy File Code</b>	<b>Policy Name</b>
AC	Nondiscrimination/Equal Opportunity
AC-E-1	Nondiscrimination/Equal Opportunity (Compliance with Section 504) and Compliance Officer
ACA	Nondiscrimination on the Basis of Sex (Title IX) and Grievance Procedure
GBA	Equal Opportunity Employer
GBAA	Sexual Harassment and Grievance Procedure

#### ARTICLE I: POLICY PHILOSOPHY

Providing a high-quality education for the children of Woodland Park School District Re-2 is the paramount aim of this school district.

In the event any provision or application of this Employee Handbook is found to be contrary to law, then such provision or application will not be deemed valid, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect.

This Employee Handbook supersedes all previous Handbooks and written or implied policies. The District reserves the right to modify, change, update, revoke, replace, or terminate the policies outlined in this Handbook at its discretion. Generally, you will be informed about the change, but changes may also be made without notice. The language in this Handbook is provided for informational purposes only. It contains some of the policies and practices of the District but is not intended to be a statement of all policies and practices. They are not intended to, and do not, create or constitute a contract of employment or promise of any kind between the District and its employees. No agent or other representative of the District, except the Superintendent, has the authority to make any promises, representations, or statements concerning employment for a specified period of time or contrary to the policies outlined in this Handbook.

## ARTICLE II: DISTRICT/EMPLOYEE RELATIONS

### **Section 1: Decision Making**

The District has as its highest priority the best instructional program possible for its students. This priority is expressed in the Mission Statement as developed by a broad base of people represented by the Board, parents, community members, students, teachers, and support staff.

There are various levels of decisions to be made in this school system. As issues come up they will be discussed and resolved at the appropriate level. The various levels at which decisions are made include, but are not limited to:

#### **Board Level Decisions**

The Board has determined to use a Policy Governance model and as such sets the District Purpose policy. The Board charges the Superintendent to carry out this policy.

#### **Building Level Decisions**

Decisions that reflect instructional programs are often best made at the level closest to the students. Each building is responsible for determining building goals, budget development reflecting those goals, curriculum delivery systems, instructional practices, hiring, and day-to-day operations.

#### **Building/District Decisions**

The District will be responsible for staff development programs. The District will coordinate staff development as it sees fit. Staff development programs may additionally be developed by the buildings independently to meet building goals, with district approval of any such staff development programs. Each building is responsible for funding its own staff development programs to meet its goals.

All buildings participate in state and local assessments.

Programs in one building that can potentially affect the programs or instructional delivery systems of curriculum in other buildings need to be referred to the District.

### **Section 2: Staff Responsibilities**

- A. All staff are responsible for maintaining a high level of professionalism and customer service to all District stakeholders, including in all interactions with students, parents, colleagues, staff, and board members to ensure that the District mission is carried out in a professional and respectful manner.
- B. The District might require personnel to update their knowledge or skills in school-related areas.

### **Section 3: Personnel Files**

Access to a staff members personnel file will be subject to the provisions of the Colorado Open Records Law.

- A. Upon request, an employee will have the right to access the contents of his/her permanent personnel file (and to make copies of any document contained therein at the employee's

expense), with the exception of recommendations provided to the District on a confidential basis or information protected by law. The employee will also have the right to request a review of the contents of his/her permanent personnel file with the appropriate District official.

B. All documents will be signed and dated before placement in the file.

#### **Section 4: Work Product**

The ownership of materials, processes, or inventions, including computer software programs, developed by persons in the employ of the District – including faculty and all other staff – produced solely for the District and at District expense will be vested in the District and will be copyrighted or patented, if at all, in its name.

To encourage employees to develop such materials and programs for use within and outside the District, special agreements may be initiated between the creators of the materials and the District, through the Superintendent. In those instances, where materials, processes, inventions, or computer programs are produced by an employee with District support, by use of significant time, facilities, equipment, or other District resources, the ownership of the materials, processes, inventions, or computer programs will be vested in the person designated by written agreement between the parties and entered into prior to the production. In the event there is no such written agreement entered into, the ownership will be vested in the District.

The ownership of materials, processes, inventions, or computer programs developed solely through the individual effort, time, and expense of the employee may be copyrighted or patented, if at all, in his/her name.

#### **Section 5: Recruiting/Hiring**

A. The District will establish and budget for positions on the basis of need and the financial resources of the District.

B. The recruitment and selection of candidates for these positions will be the responsibility of the Superintendent or designee who will confer with supervisory personnel as appropriate in making selections.

C. When a vacancy occurs or a new permanent position is created the District will post a notice of such vacancy/position online for a minimum of three working days.

D. All District employees desiring to transfer or promote to a new position will inform the personnel department. Interviews must take place with notice of intent to hire to the District Office before any offer is tendered, in writing or through oral communication.

E. Only offers from the District's Human Resources office will be considered valid.

F. In recognition of the potential disruption to normal school activities from the extended use of guest teachers, the District will fill vacant teaching positions as soon as possible.

#### **Section 6: Job Descriptions**

The District will regularly review and/or update job descriptions for all employees. Employees will be evaluated on the basis of the work to be performed in their job description.



### **Section 7: Code of Conduct**

All staff acknowledge that they have access to and agree to follow the District Code of Conduct as outlined in policy GBEB-R.

### **Section 8: Discipline**

Disciplinary interviews and reprimands will be conducted in private except that an employee will be entitled to have a representative of the District, or some other representative of their choosing, present at any meeting when disciplinary action is to be taken or is being investigated. The employee has the right to a rebuttal.

### **Section 9: Grievance**

Any employee with a grievance will follow the procedure outlined in Policy GBK found on the District Website.

### **Section 10: Work Calendar**

The base teacher contract year will be 177 days for returning staff members and 179 days for newly hired staff members. The calendar for a part-time staff member is based on full-time equivalency (FTE). Attendance at Parent/Teacher Conferences is mandatory regardless of FTE status. Each building, coordinated through the District, may determine its own conference schedule.

Parent/Teacher conferences scheduled in October and February may be flexed or adjusted to meet the needs of each building. Plans for adjusted time (not to exceed 177 contract days) should be submitted to the Central Office by the last school day in August.

As professionals, staff is expected to attend building and District obligations.

The non-student contact days will be allocated as follows:

- Four days (3 Staff Development and 1 Work) prior to the beginning of the school year (Six days [4 ½ Staff Development and 1 ½ Work] for newly hired staff members);
- Staff development/work days will be allocated throughout the school year as a time for professional dialogue, collaborative planning and/or professional development aimed at improving student learning and growth;
- One day at the end of the first semester will be a Staff Development day with a minimum of one-half day provided for teacher work to include scoring semester exams, and/or completing report cards. The use of the other half of the Staff Development day will be determined at the building level;
- One K-8 data work day or parent-teacher conference;
- One K-12 data work day or parent-teacher conference;
- One work day at the end of the school calendar year.

### **Section 11: Professional Meetings**

Employees may be granted professional leave at full pay to attend a professional meeting or conference during the contracted term. Requests will be granted on the basis of the importance of the meeting and the value to the District as determined by the administration.

Employees must notify the District in writing in advance of requested leave.

### **Section 12: Start and End Times**

School day for school-based staff will begin 15 minutes to 30 minutes before student instruction begins and end 15 minutes to 30 minutes after students are dismissed. In a safety situation, teaching staff will be allowed to leave school following the final student dismissal only when staff presence is not required to meet District obligations.

Start and end times for non-school based support staff will be 8:00 a.m. – 5:00 p.m., unless otherwise specified for your position.

Staff will notify their supervisor or building office when leaving school prior to the end of the day.

### **Section 13: Duty Free Lunch**

Each full-time employee will be entitled to a continuous, duty-free lunch period amounting to thirty (30) minutes.

### **Section 14: Jury Duty/Legal Leave**

All employees will be granted leave for serving on jury duty. The employee will be paid regular salary less the amount of jury duty fees and will not be reimbursed for mileage. An employee who reports for jury duty, but is excused for the day will not have to report back to work.

Employees who are subpoenaed to appear in court as a representative of the District will receive time off with pay upon turning over to the District any fees they receive for appearing with the exception of mileage expenses. The District does not pay for court appearances for personal reasons.

### **Section 15: Use of Personal Furniture or Equipment**

The use of personal furniture or equipment is at the discretion of the building administrator. Any personal furniture or equipment IS NOT covered by District insurance. If personal furniture or equipment is destroyed or damaged, the District IS NOT held responsible.

### **Section 16: Student Teacher Supervision**

The supervisor(s) of a student teacher may receive a stipend paid by the college or university.

### **Section 17: Class Size**

A low pupil-teacher ratio is important in achieving the best possible education for the children in this District. Therefore, a pupil-teacher ratio of 20:1 in grades K-3 and 25:1 in the intermediate and upper grades is preferred.

On a yearly basis, the administration will work to get close to the recommended class sizes. This will involve finding solutions at each building and between buildings. The District may move staff between buildings at its sole discretion to reflect the student population and keep the ratios as low as practical.

## Section 18: Committees

### General District Committees

- A. Staff members will be informed of and given opportunities to volunteer for committees.

### Curriculum Study Committees

- A. Teachers will be asked to serve on Curriculum Study committees with the purpose of curriculum alignment, defining grade-level benchmarks/expectations, K-12 alignment, identifying essential skills, creating common assessments with textbooks and/or materials and results of the work done, but not necessarily the focus of the process.
- B. Curriculum Study Cycle committees will consist of teachers and administrative staff.

### Interview committees

- A. Interview Committees will be made up of appropriate team members/department members, with the final composition of the committee determined by the superintendent and/or the superintendent's designee.

### Mandated committees approved by the Board

- A. **District Accountability Committee (DAC)** is approved by the Board and must meet the requirements as mandated by Colorado Statute C.R.S. 22-7-104.
- B. **Evaluation Council** (see also Article III, Section 12) is approved by the Board and must meet the requirements as mandated by Colorado Statute C.R.S. 22-9-107(1).

## ARTICLE III: EMPLOYEE CONTRACT AND PROCEDURES

### Section 1: Contracts

- A. All personnel, except guest teachers, will be employed upon the basis of a written contract prior to employment.
- B. All employment contracts of certified teachers, except that of the administrators, will extend for a period of one school year or the remainder of the school year.

### Section 2: Work Week

For purpose of definition, each work week begins Sunday at 12:01 a.m. The work week for employees who regularly work eight (8) hours per day will be forty (40) hours. Other work weeks will be calculated on the basis of the number of hours per day and the number of days per week which are regularly worked.

### Section 3: Pay Dates

All employees will be paid once each month. Employees who work less than twelve (12) months will have the option of a 12-month payout. Paychecks will be distributed on the 20th day of each month or the Friday before if the 20th falls on a weekend.

The cutoff day on payroll timecards is the 8th day of each month.

## Section 4: Work Distribution

- A. The Superintendent will work with building administrators to strive for balanced teachers staffing among buildings based on student ratios and other considerations as appropriate.
- B. It will be the goal to provide teachers with a daily average of 45 consecutive minutes of planning time free from any assignments during the hours when students are in the school. Should this practice interfere with program and/or scheduling, it will be up to building administrators to work out an alternative. Building proposals regarding alternatives will be presented to the Superintendent for review. Planning time will be a shared responsibility of the District and the buildings.

Planning time for part-time teachers will be determined at the building level and in proportion to work hours.

Planning time is intended for planning. Any exception is at the discretion of the individual building administrator, for example collaborative planning, parents meetings, etc.

- C. A maximum secondary teaching load of two or three separate courses during a semester is desirable. The Administration will endeavor to limit the teaching load to this maximum, subject to the limitations of scheduling and pupil load. Under normal circumstances, secondary teachers will not be required to have more than three preparations per day.
- D. A teacher may volunteer to cover a class during his/her planning period to avoid scheduling a guest teacher. The teacher will be paid a small stipend consistent with substitute pay in half-hour increments by the District.

## Section 5: Job Sharing

See policy GCGC and GCGC-E on the District website.

## Section 6: Transfer

### In Building Transfers

In-building transfers are rearranging internal faculty, by the principal, due to open positions within the building. In-building transfers are the decision of the building principal based on communication between the staff and the principal. If a teacher is interested in a transfer, they should self-advocate with their principal. The superintendent has final approval authority for all transfers, including in-building transfers. Any unfilled positions become open.

### In District Transfers

Open positions will be posted in all District buildings during the school year and on the District website for a minimum of three working days. Highly qualified employees may apply for such positions by completing a request for transfer form and may attach pertinent information not contained in their personnel file. Those applicants will be screened for a possible interview, but all interviews are subject to District approval.

The posting requirement of this article does not apply when the change in position is only a title or job description change or when a licensed teacher in an administrative position accepts a teaching position offered upon elimination of the administrative position.

### Involuntary Transfers

Teachers are subject to transfer at the discretion of the administration and subject to approval by the Board. The supervisor will conference with staff member of potential involuntary transfer as early as feasible under the circumstances to explain the reasons for the transfer. The teacher will have the opportunity to request a transfer back to the previous position or another position at a future date. Reasons for the transfer will be reviewed by the Superintendent with the teacher who is subject to the transfer.

Written reasons will be given for a transfer or denial of transfer.

### Transfer to a Newly Opened Building or if Closing or Consolidating

Prior to the opening or closing of a building, a form will be distributed to all staff. Each individual will prioritize a list of variables that will be utilized to assist in placement.

District Office Administration, in conjunction with the building administrator(s) affected by the opening of the new building or the closing of a building, will meet to determine placement of staff. This administrative team will attempt to meet each individual employee's number one priority.

### "Last Minute" Transfers

In cases where a "last minute" transfer in grade level or position occurs after registration, if needed, support in the form of extra planning time will be granted to that teacher in order to prepare for the curriculum.

### Section 7: Inability to Perform

The inability to perform the duties of the contracted position as determined by a licensed physician will be the basis for termination of contract in compliance with the American Disabilities Act (ADA).

### Section 8: Suspensions and Dismissals

The procedure for the dismissal of Teachers will be in accordance with existing statute.

The Suspension and Dismissal of Support Staff will be in accordance with the following:

- A. All Support Staff may be suspended or terminated by the Superintendent. Employees who are terminated may request, that the Board review the circumstances of their termination. The Board may, at their sole discretion, choose to review the termination.
- B. Support Staff are considered at-will employees and generally are not given notice of their dismissal.
- C. The inability to perform the duties of the contracted position as determined by a licensed physician (M.D. or D.O.) may be basis for termination of contract in accordance with ADA compliance. The employee is encouraged to apply for other positions within the District for which he/she is qualified.
- D. In the event an employee is suspended during an investigation of allegations and/or charges of improper conduct and/or behavior for which disciplinary action is being considered, the employee will be placed on either paid or unpaid administrative leave. Employees placed on

paid administrative leave will be available for meetings, hearings, etc. at any time during their regular work day.

### **Section 9: Staff Reduction in Force**

See policy GCQA, GCQA-R, or GDQA on the District website.

### **Section 10: Exit Interview**

All staff members resigning from the District have the opportunity to request an exit interview with their supervisor, building principal, Human Resources Manager, or Chief Operations Officer.

### **Section 11: Probationary Teachers**

The Superintendent may refuse to renew the contract of any probationary teacher. In the event a teacher is not to be reemployed, the Superintendent will provide written notice to the teacher on or before June 1, subject to Board approval. Such non-renewal will be in accordance with existing statute.

### **Section 12: Evaluation**

#### **Support Staff**

The development of a strong, competent support staff is essential to the smooth function of a school system. The District expects all employees to make continuous efforts to improve their work and expects the supervisors/building administrators to assist them through supervision and the evaluation process.

The District has developed evaluation instruments and implemented an evaluation policy.

#### **Teachers**

See [Licensed Staff Evaluation Handbook](#) on the District website.

The Evaluation Council must meet the requirements as mandated by [Colorado Statute CRS 22-9-107\(1\)](#).

### **Section 13: Compensatory Time**

Time off will be given to non-exempt Support Staff working beyond their contract hours per week. All time beyond contract must be approved by the supervisor or principal prior to performance of the work. Employees working over forty (40) hours per week will receive compensatory time at time-and-a-half. Compensatory time will be provided according to the following guidelines:

- A. All requests for compensatory time must be approved by the principal and/or supervisor.
- B. When at all possible, compensatory time requests will be in writing. Requests must be made to the principal and/or supervisor as far in advance as possible.
- C. Any employee who has accrued 80 hours of compensatory time off will, for additional overtime hours of work, be paid overtime compensation.
- D. If compensatory time has not been used by the end of the employee's contract term, the District agrees to hold over the compensatory time into the next year, not to exceed 80 hours.

- E. Upon termination of employment, an employee will be paid for unused compensatory time earned.
- F. A substitute will be provided as needed with the approval of the supervisor or principal.

#### **Section 14: Substitute Pay**

In the event a regular, part-time employee substitutes during their contract period and outside their contract hours, they will receive their rate of pay or the substitute rate of pay, whichever is higher.

Support Staff may substitute for teachers only when there are NO substitutes available. This is strictly voluntary and at the principal's discretion. The support staff member will receive their regular pay plus \$20.00 stipend whenever they substitute in a Teaching position for a full day (the employee must be under the supervision of the building principal with assistance from a teacher that is located near the area). One-half day (four periods or less) equals \$10.00. More than one substitute sharing coverage will divide the full or half-day stipend equally.

Support Staff paraeducators will only be utilized in Teacher positions on an emergency basis, only in their assigned building, and only when the guest teacher list has been exhausted and there are no available guest teachers. Support Staff substitutes are not responsible for making lesson plans and are not to be used for long-term coverage. Substitutes for the employee will be provided when possible.

#### **Section 15: Inclement Weather/School Closure**

- A. On days of school closure due to inclement weather, it is necessary that all day custodial staff arrive at work as early as possible in order to complete snow removal and other tasks which require additional effort due to the storm. Second and third shift custodians are expected to report by 10:00 a.m. to help with snow removal, unless they have pre-approved absence.
- B. Custodial staff will not be excused from duty on "no school", "delayed start", and "early release" days. Night custodians will be expected to report by 10:00 a.m. on school/snow days.
- C. Delayed Start Day Example: If a day custodian does not report at the regularly scheduled time, he/she is not paid for the two-hour delay. Day custodians who do report will receive equal additional hours added to their personal leave. Second and third shift custodians must report for their full shift.

Early Release Day Example: Day custodians must remain for their full shift. If a second or third shift custodian does not report to work he/she is not paid for that day. Second and third shift custodians who do report will receive equal additional hours added to their personal leave.

- D. All Support Staff, excluding custodial staff, will receive pay for school closures, but may need to report or remain at the building if required by building principal, supervisor, or Superintendent. If an employee is on a pre-approved leave day, they will not be charged for the full day. If there is a 2-hour delay or early release, the employee on a pre-approved leave will be charged for a half day.

- E. If any employee is on a pre-approved leave (Maternity, Parental, Emergency Medical Leave of Absence, Federally Mandated Family Leave, Sick Leave Bank or Military), the school closure day does not change the prior request or allow additional days to be added to the employee's time.

### **Section 16: Vacations**

Paid vacation time will be earned by employees who are employed twelve (12) months according to the following schedule:

- A. One (1) through five (5) complete years – ten (10) days paid vacation.
- B. Six (6) through ten (10) complete years – one (1) additional day for each year up to fifteen (15) days vacation time. A year is defined as July 1 through June 30. Vacations will be scheduled at the convenience of the District. Vacation accrual will be limited to thirty (30) days.
- C. In the event twelve (12) month employee has accrued over thirty (30) days as of June 30, the employee may request payment of up to a maximum of five (5) vacation days to be paid with the regular June paycheck. The written request must be submitted to the Business Office on or before June 8.
- D. An employee who resigns will be paid for unused vacation time in proportion to the amount of the year worked.

Because of the nature of custodial and maintenance work that needs to be accomplished when students are not present, and if the custodians assure that all needed work can be accomplished, a vacation may be approved. When at all possible, vacation requests will be in writing. Requests should be made as far in advance as possible. When more than one request is received, seniority will determine the request approved.

- E. New employees whose term of service is less than one (1) full year – July 1 through June 30 – will be entitled to paid vacation in the ratio that their length of service bears to a full year; only earned vacation days may be taken.
- F. During the winter break, employees may opt to take one-half (1/2) day of vacation the day before Christmas and one (1) day of vacation after Christmas. When Christmas falls on a Saturday or Sunday, the preceding Friday and following Monday are optional vacation days.

### **Section 17: Holidays**

Twelve (12) month employees will be granted legal holidays established by the Board of Education. Normally, the holidays will include the following:

- Fourth of July
- Labor Day
- Columbus Day (observed on District designated day in October)
- Thanksgiving Day and Friday following Thanksgiving
- One day for Christmas



- One half-day for Christmas Eve (maintenance/custodial only)
- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day

Less than twelve (12) month full time and part time employees (not less than 18.75 hours per week) will be entitled to the following paid holidays:

- Labor Day (if employee is on duty before and after Labor Day)
- Columbus Day (observed on District designated day in October)
- Thanksgiving
- Christmas
- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day (if employee is on duty before and after Memorial Day)

An employee who is on leave of absence will not be paid for a holiday which occurs while the employee is on such leave.

Should one of the listed days fall on Saturday or Sunday, either the Friday preceding or the Monday following will be substituted, depending on the official school calendar. Such determination will be made annually by the Superintendent. Variations of these days may be made by the Superintendent as necessitated by the school calendar.

### **Section 18: Expense Reimbursements**

The same general policy will apply to all personnel and District officials in regard to reimbursement of expenses. This policy will be as follows:

- Personnel who incur expenses in carrying out their authorized duties will be reimbursed by the District upon submission of a properly filled out and approved voucher and such supporting receipts as required by the Superintendent.
- Paraeducators are required to show proof of successful completion of a CPR and First Aid course. They will be required to complete and pay for the mandated class. However, the District will reimburse paraeducators for the cost of the class up to \$35.00 upon successful completion of the CPR and First Aid Class if they are unable to attend the District offered course.

### **Section 19: Teacher Employment, Compensation, and Dismissal Act**

The District complies with all statutes.

### **Section 20: Reporting Child Abuse**

Pursuant to the Child Protection Act, any school official or employee who has reasonable cause to know or suspect that a child has been subjected to abuse or neglect or who has observed the

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

Refer to District Policy JLF and JLF-R for additional information regarding reporting requirements and procedures.

#### ARTICLE IV: POLICY CHANGE RECOMMENDATIONS: “District Voice”

##### **Section 1: Process**

The District will send a survey to all employees annually to solicit feedback on current policy. Once the feedback has been received, District administrators will review the feedback and report to the Superintendent. The Superintendent will determine any appropriate changes to be made in the best interest of the students, staff, and community.

#### ARTICLE V: SALARY SCHEDULES

##### **Section 1: Provisions**

The salary schedule will be approved annually by the Board, including any, annual increments, payment for co-curricular assignments, allowances for prior experience of a degreed teacher in another school, and the academic requirements necessary for the receiving of the salary increment.

##### **Section 2: Experience Schedule**

- A. The District will determine qualifications and placement on the salary schedule. Placement on the salary schedule is based on years and applicable credits listed on an official college transcript; carry-over hours will be noted for future advancement; no salary credit for conferences/workshops, etc. if not listed on an official college transcript; Masters/Ph.D. credit must be in staff member’s specific field or a related educational field.
- B. Salaries for Newly-Hired Teachers: Initial salary determination will be based on outside licensed experience of up to fifteen (15) years of experience, provided the experience occurred within the last twenty (20) years and the employee has worked at least one (1) year in the past five (5) years.
- C. For positions identified by the District as ‘Hard-to-Fill’, the District may consider full-time years of experience in a relevant, professional setting.
- D. One (1) year of experience will be considered to be a school year. Half increments will not be granted. A teacher employed after the first day of the school year will be deemed to have served the first full school year if the period of continuous and uninterrupted employment during that year begins on or before December 31.
- E. Salaries for Returning Teachers: A salary increase may be added each contract year per approval of the Board of Education. Approved increases are applied to a staff member’s

existing salary level as a percentage and/or a fixed dollar amount. Any percentage increase will be applied first, then fixed dollar amounts will be applied if necessary.

- F. A teacher who resigns from the District and is rehired within two (2) years shall receive full credit for prior experience with the District. Placement on the salary schedule will be determined accordingly. Leaves of absences of one (1) school year or more shall count toward the two (2) year limit.

### **Section 3: Co-Curricular Activities**

- A. To meet student participation, coaching and sponsor needs, the activities director(s) (Elementary principals act as Activities Directors in their building) can adjust positions based on these needs within the current budget.
- B. Co-curricular activities will be considered work above the regular teaching load. The increments provided will be in addition to the regular salary as determined by the co-curricular salary schedule.
- C. A three-day in-house notice will be posted seeking teachers who would be eligible for appointment by the Administration or activities director for co-curricular responsibilities for which they are qualified.
- D. The co-curricular duties of each teacher will be mutually agreed upon by the teacher and the activities director. If the teacher wishes to withdraw from a co-curricular duty, he/she must give the principal or activities director written notice and such withdrawal will be subject to the approval of the Board.

### **Section 4: Professional Growth/Classification**

- A. Changes in classification, if granted, will be September 1 each school year when funds are available. The effective date for this change in classification is September 1. Classification change and payroll notification is contingent upon receipt of official transcripts. Should official transcripts be delayed, an official certification of completion will be sufficient for the interim.
- B. College and university credits will be recognized for advancement and placement on the salary schedule subject to the following:
  - a. When funds are available;
  - b. Credit has been granted by a recognized college or university;
  - c. Are senior level or graduate level classes;
  - d. Are in the field in which the teacher is assigned or area of professional responsibility and worked into professional objectives. Coursework outside the area of responsibility and undergraduate work will be accepted for advancement on the salary schedule if the teacher has obtained prior approval from the building principal and the Superintendent or designee attesting to the appropriateness of the course to the employee's professional advancement and/or teaching assignment;

- e. For Teachers Only: Credits taken before a degree is conferred will not be considered for placement above that degree on the schedule;
- f. For Teachers Only: Each horizontal increment is based on ten (10) semester credit hours or one hundred fifty (150) contact hours of credit with the exception of the change from the BA+30 column to the BA+50/MA column. Count begins AFTER hire date and restarts AFTER Masters date.

Salary increases for additional education are reflected in the following table. These amounts may be adjusted annually by the Board of Education approved percentage increase awarded to returning staff members. The increase(s) will be applied to a staff member's existing salary level to create a new recurring salary.

#### C. Out of District Conference/Workshop Credits

- a. Official certificate from conference showing topic, hours, and date;
- b. To be eligible, in-service credit sessions must be in the field in which the employee is assigned or what is learned in staff development is demonstrated in the area of professional responsibility. Coursework outside the area of responsibility will be accepted for remuneration if the employee has obtained prior approval from the building principal and the Superintendent or designee attesting to the appropriateness of the course to the employee's professional advancement;
- c. Preapproval process required for classification change conference/workshop credit.

#### D. Approved District Professional In-service Credits will be allowed for advancement on the salary schedule for staff development with the following conditions:

- a. When funds are available;
- b. To be eligible, in-service credit sessions must be in the field in which the employee is assigned or what is learned in staff development is demonstrated in the area of professional responsibility. Coursework outside the area of responsibility will be accepted for remuneration if the employee has obtained prior approval from the building principal and the Superintendent or designee attesting to the appropriateness of the course to the employee's professional advancement;
- c. Fifteen hours of approved class time are equivalent to one (1) semester credit hour;
- d. Summer/District Professional Development Classes;
- e. Preapproved Building Professional Development Classes run through IRTs;
- f. No classification credit earned if District pays Extra Duty Pay (Stipend).

#### E. Committees/Teams

- a. Teachers: Recertification credit for licensure renewal only.

- b. Support Staff: Choice of remuneration credit or comp time. Must be preapproved by supervisor

## Section 5: Salary Schedule

A copy of the [Salary Schedule](#) is available on the District website.

## ARTICLE VI: ABSENCES

### All Staff Leave

#### Section 1: Leave Days

- A. See policy GBC-R on the District website.
- B. Leave days are to be used for illness, bereavement or personal reasons. Leave days are granted each month at a prorated amount based on total leave days entitlement for a full contract. If a staff member leaves the District prior to the actual granting of days used, adjustment will be made in final pay.
  - a. Leave days will be granted at the rate of twelve (12) days per year for staff members who are employed less than eleven (11) months. Staff members employed eleven (11) months or more per year will be granted fourteen (14) days. A year will be considered to be July 1 to June 30. An employee who begins employment at any time other than the beginning of the contract year will receive a prorated amount of leave for that year. Leave days are not intended to extend vacations or to create vacations. Advance leave requests are subject to the following restrictions:
    - i. All requests for leave, except sick leave, must be approved by the principal and/or supervisor.
    - ii. Except in the case of an emergency, leave requests will be in writing. Requests must be made to the principal and/or supervisor as far in advance as possible.
    - iii. If a staff member requests a leave day and then school is cancelled on that day, the staff member will not be charged for that leave day. If a staff member requests a leave day and then school is subject to a “delayed start” or “early dismissal”, the staff member will be charged for a half-day of leave for that leave day. Non-sick day leave will be adjusted in half-day increments only.
- C. The maximum number of days that can be accumulated in any year, which is twelve (12) days for less than eleven (11) month employees and fourteen (14) days for employees working eleven (11) months or more, will be transferred to sick leave and accumulated indefinitely for use during extended illness or early retirement benefits. When an employee is sick or absent due to bereavement, they may use up to eight (8) days of their accumulated sick leave if available. The staff member must request this in writing and approval will be at the discretion of the building principal or District.
- D. Any staff member requesting a leave day may not be held responsible for reporting to school due to the lack of available substitutes. However, any such staff member will be expected to

give due consideration to any actual school emergency. Employees will call as early as possible in the morning should an emergency leave day be needed.

- E. For absences of 4 or more consecutive days, the District may require any teacher to furnish a health certificate from a doctor duly licensed to practice medicine in the State. For such cases, the District reserves the right to have the teacher's health status reviewed by a doctor of its own choosing with the cost of such examination to be paid by the District.

### **Section 2: Sick Leave Bank**

The sick leave bank is a voluntary sick leave plan and not the responsibility of the District. See Policy GBGH on the District website.

This is an activity independent of District benefits and was established by those who wish to contribute to help members in the case of catastrophic and/or unforeseen emergencies; membership under these guidelines is voluntary. The sick leave bank is administered by a committee appointed by the membership of the bank; the committee maintains sick bank records.

- A. The committee will have a representative from the elementary level, secondary level, and from administration (Finance Department).
- B. Committee decisions will be made on a case-by-case basis with the intent to maintain consistency and compassion (not function as an appeal board).

### **Section 3: Leaves of Absence**

Leaves of absence may be granted for Teachers by the Board for Foreign Service teaching for up to two (2) years. Other leaves of absence may be granted by the Board as specified in the section of this Article. With the exception of sabbatical leave, leaves of absence granted by the Board will be without pay. Eligibility for application for leave of absence requires the employee to have been an employee of the District continuously for a minimum of five (5) years. In addition, an employee must have received an evaluation rating of effective or highly effective during each of the continuous five (5) years of employment leading up to the leave of absence.

To the extent allowed by COBRA, employees granted leave of absence will be offered participation in the District's medical benefit package. If accepted, the cost of the plan will be the responsibility of the employee. Payment for premiums will be paid to the District in advance. An employee who does not continue health benefits during leave is treated as a new employee upon return to the District's medical benefit package.

No payment of salary will be made during the duration of the leave of absence. The employee will not be eligible for any benefits except as required by the [Family Medical Leave Act](#).

In computing the salary for the year following such leave of absence, unless the leave is for less than one (1) semester, any base salary changes granted in that year to other classified employees will be effective.

An employee on leave will be offered a contract the year following his/her leave and be given the opportunity of returning to the same or comparable position which he/she had prior to the leave at the discretion of the administration.

Leave of absence does not affect the employment status of any employee.

- A. Employees in the District may be granted a leave of absence, to be used in travel, study, or for the restoration of health or family care.
- B. Ordinarily, no leave of absence will be granted to permit an employee to take gainful employment in another field of work.
- C. Employees will file a request to be granted a leave of absence on or before May 1 for the following academic year. This deadline will not apply to foreign-service teaching.

#### **Section 4: Maternity Leave of Absence**

See policy GBGE on the District website.

#### **Section 5: Parental Leave of Absence**

See policy GBGE on the District website.

#### **Section 6: Emergency Medical Leave of Absence**

A leave of absence may be granted for the employee who is temporarily unable to perform the duties of his/her position and expects to be able and intends to eventually return to full duties. An Emergency Medical Leave of Absence does not affect other leave of absence limits, sick leave pay, disability pay, etc. An employee on Emergency Medical leave does qualify for District benefits in accordance with the [Family Medical Leave Act](#).

An employee will be required to request an Emergency Medical Leave of Absence when he/she becomes temporarily unable to perform the duties of his/her position due to a medical condition; i.e., under a physician's (M.D. or D.O.) continuing care. The employee will furnish a physician's statement defining the specific temporary disability and the minimum duration of anticipated absence. Employee will not be permitted to return to duties without a statement of full release from the physician of record.

#### **Section 7: Federally Mandated Family Leave**

See policy GBGF-R found on District website.

#### **Section 8: Preapproved Leaves**

If a snow day(s) occurs during a pre-approved leave, the day will not be charged to the employee. The employee will not be allowed additional days to be added to the employee's pre-approved leave time.

#### **Section 9: Contracts after Leave**

- A. A teacher on any leave will be offered a contract the year following the teacher's leave and be given the opportunity of returning to the same position which the teacher had prior to the leave based on availability of the same position. "Same" is defined as grade level or primary/intermediate at the elementary level and the same department at the secondary level.

A teacher returning from leave is subject to routine changes within the level or department on the same basis as continuing teachers.

- B. If a teacher who is on leave of absence plans not to return, the teacher will notify the District at the earliest possible time in accordance with Colorado school law.

### **Section 10: Unused Leave Pay**

Of the annual twelve-day minimum accumulation, a teacher will be paid the current substitute rate for two (2) days for each year of full service during which two (2) or more leave days were unused at the end of the year. A teacher employed after the first day of the school year will be deemed to have served the first full school year if the period of continuous and uninterrupted employment during that year begins on or before December 31. Two (2) days per year up to a maximum of thirty (30) days will be paid when a certified staff member leaves the District for any reason other than early retirement. This benefit will be paid with the last contractual payout.

## ARTICLE VII: BENEFITS AND RETIREMENT

See [Benefits](#) found on District website.

### **Section 1: Definitions**

- A. Full-time: Employees are contracted for at least thirty-five (35) hours per week.
- B. Part-time: Employees are contracted for less than thirty-five (35) hours, but at least .5 FTE and 18.75 or more hours per week on a regular basis.
- C. Limited Part-time: Employees are contracted for less than .5 FTE and less than 18.75 hours per week in a regular position.
- D. Short-Term: Employees are contracted for not less than one (1) month nor longer than one hundred ninety-five (195) working days, including holidays, leave days and vacation, or who performs seasonal emergency work, upon the completion of which the service will not be extended or needed on a continuing basis. As a short-term employee, he/she does qualify for District benefits.
- E. Hourly Employee: An hourly employee is one whose salary is computed monthly on an hourly wage scale.
- F. Substitute: A substitute employee is one who takes the place of an absent employee or vacant position. Vacancy not to exceed one-half of contract year. Substitutes are employed on a temporary or long-term basis. A temporary employee takes the place of an absent Support Staff member from one (1) to thirty (30) days and is paid the current substitute rate. A long-term substitute takes the place of an absent Support Staff member for thirty-one (31) or more continuous days and is paid at the salary scale trial rate beginning with the thirty-first (31) day. Substitutes do not qualify for District benefits.
- G. Trial Period: A trial period Support Staff member is one who is initially employed to fill an authorized regular position and is classified as in trial period during the first ninety (90) calendar days of service.



- H. Regular: A regular Support Staff member is one who has satisfactorily completed the first ninety (90) calendar days of the trial period and is continued in employment. District benefits will be computed on a prorated basis. The term 'regular' shall not be construed to imply any employment rights not explicitly established by District policy.
- I. Guest Teacher: A guest teacher is one who takes the place of an absent Teacher or fills a vacant position without a contract. Guest teachers are employed on a temporary or long-term basis. A temporary guest teacher takes the place of an absent Teacher from one (1) to twenty (20) days and is paid the current guest teacher rate. A long-term guest teacher takes the place of an absent Teacher for twenty-one (21) or more continuous days and is paid at the per diem rate of a BA from the current Teacher Salary Scale beginning with the 21st day. A long-term guest teacher may be absent within the continuous twenty-one (21) days for illness, bereavement, accident, weather related problems, religious holidays or childbirth without it impacting the accumulation of days required to receive per diem pay. Guest teachers do not qualify for District benefits.

## **Section 2: Workmen's Compensation Insurance**

In accordance with Colorado State Statute, the District contracts with a workmen's compensation carrier to cover the cost of injuries to employees incurred while performing the duties of employment. When an employee is injured on the job, the statutes require a report be filed by the District. Employees are required to notify the District within one (1) working day of the accident. All Workmen's Compensation injuries must be treated by a Medical Network affiliated physician or at a Medical Network facility. A Medical Network Handbook is available in each building. Employee will inform the physician of the claim for Workmen's Compensation.

Workmen's compensation time cannot be charged against sick leave unless requested by an employee. To use your annual sick leave to make up the remaining one-third not covered by Worker's Compensation, the employee will need give written permission.

## **Section 3: Health Insurance Coverage**

For the purposes of health insurance coverage, full-time employees are those who work at least thirty (30) hours per week during the school term. Employees who work .5 FTE on a regular basis may receive 50% of the employee rate towards purchase of health insurance. The effective date of coverage for all new full-time employees of the District is the first of the month following thirty (30) days of employment. The first payroll deduction for dependent coverage will take place during the month prior to effective date of coverage. Enrollment must be completed by the eighth (8th) of the month preceding the month in which coverage commences or the employee must file an application for coverage and prove eligibility. Covered employees may add a spouse and/or dependent children within thirty (30) days after the marriage date. Children may be added within thirty (30) days after birth or adoption.

Employee benefit coverage ceases on the last day of the month in which the final contract payout is received.

#### **Section 4: Dental Insurance**

Full time employees are eligible to receive the maximum District contribution toward a dental insurance option.

#### **Section 5: Life Insurance**

Full time employees are eligible to receive the maximum District contribution toward a Life Insurance and Accidental Death and Dismemberment option.

#### **Section 6: Disability Insurance**

PERA provides disability insurance. See [PERA](#) website or contact PERA for details.

#### **Section 7: Tax-Sheltered Annuities**

A variety of tax-sheltered annuity programs are available from private insurance companies. The District does not endorse any one company's plan for tax-sheltered annuities. If you wish to initiate a payroll deduction plan for an annuity, please contact a company representative. A list of these representatives is available from the District Payroll Office.

#### **Section 8: COBRA**

The District complies with current COBRA law. You or your dependent will be required to pay the full monthly cost of health coverage once you leave the District. The right to continue coverage due to death, divorce, or dependent status must be exercised within sixty (60) days of the event.

The District is permitted to charge an additional 2% to cover administrative costs.

#### **Section 9: General Liability – Bodily Injury and Property Damage**

The District provides an insurance policy covering general liability to all employees carrying out their school related duties and responsibilities as long as these duties are carried out within the scope of responsibility or policy of the District. Negligence is not covered under this policy. However, the District also maintains a wrongful acts insurance policy, which covers teacher and other employees in cases of liability not covered in the general liability policy. The insured amount exceeds the [Colorado Governmental Immunity Act](#) where such act is applicable. Examples of acts covered under these policies would include libel, slander, assault, false arrest, etc.

PLEASE NOTE: District staff using their personal car for school business such as transporting children to a co-curricular activity, are not covered under the District's liability policy. District staff in such cases, must maintain their own automobile liability insurance coverage.

#### **Section 10: Public Employees Retirement Association**

State statutes require that all public employees contribute to the Public Employees Retirement Association ([PERA](#)). Contributions to PERA are prescribed by law. The District contributes the percentage designated by law of each enrolled employee's gross salary to PERA and the employee contributes the percentage designated by law.

#### **Section 11: Mileage**

The same general policy will apply to all personnel and District officials in regard to reimbursement of expenses. This policy will be as follows:

- A. Upon District pre-approval, personnel who incur expenses in carrying out their authorized duties will be reimbursed by the District upon submission of properly filled out and approved voucher and supporting receipts as required by the District.
- B. When official travel by personally owned vehicle has been authorized, mileage payment will be made at the current District rate.
- C. No mileage reimbursement will apply to any employee whose contract includes a monthly car allowance.

### **Section 12: School Assignment of Staff Members' Children**

Transfer requests for assignment of students to another school within the District will be considered on space available. Preference will be given to staff who submit the required request on a first to be considered, last to be removed basis.

### **Section 13: Retirement Incentive**

- A. A full-time employee who has been employed by the District for fifteen (15) years of continuous service can qualify for participation in the retirement incentive program of the District. District employees who were previously BOCES employees and provided services to the District on a full-time basis will have these years of service counted toward their eligibility. No employee will receive credit will be given if employed after Dec 31st of any given school year or while on any type of leave of absence, if absent for a period of half a year or more. A staff member that has been on leave for no more than two years will be re-instated at their previous level.
- B. The employee will give notice of retirement a minimum of ninety (90) days prior to the date of retirement. Employees are not eligible for retirement incentive benefits if they qualify for disability benefits under PERA or the long-term disability insurance program carried by the District. When known, the employee should file intent to retire with the Business Office by March 15 of the previous year to facilitate proper budgeting.
- C. Retirement incentive benefits will be computed according to the following formula based upon the number of days of all accumulated leave days multiplied by the pay rate indicated for Teachers:
  - 15-27 years of District service – current substitute pay rate
  - 28-30 years of District service – current substitute pay rate less \$10.00
  - 31-33 years of District service – current substitute pay rate less \$20.00
  - 34+ years of District service – current substitute pay rate less \$30.00
- D. Support Staff retiring will be paid at one-half their daily rate of pay.
- E. One-third of the retirement incentive payment will be made with the last contractual payout. The remainder will be paid in the month of July following the first year of retirement.
- F. Approved leaves of absence will not be considered breaks in service.