



# **CLASSIFIED EMPLOYEES' HANDBOOK**

**St. Vrain Valley School District RE-1J**

General Personnel Practices  
and  
Procedures

Effective Date  
July 1, 2019

*This handbook is for all classified employees in a FTE position. This does not include substitutes, extra duty or seasonal workers.*

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## **FOREWARD**

### **TO ALL EMPLOYEES**

You have given us the opportunity to deal directly with you and your fellow employees on matters affecting your employment and welfare. We greatly appreciate this and are confident it will result in a closer and better understanding of each other's interests and problems.

We have a sound basis for good employee relations in the practices and policies, which already have been established, at our schools. They have been incorporated into this handbook and form the basis for our future relationship. It is important that each of us has a common understanding of the practices and policies. We want to assure you that it is our objective to administer these practices and policies in a fair and considerate manner.

To keep our practices and procedures up-to-date, it might be necessary or desirable to make changes in the contents of this handbook. However, before any are made, your opinions and interests will be considered and they will play a part making the decision.

It is our firm conviction that one of the major factors that contribute to the success of our schools is good employee relations. By following sound principles, we will have a highly satisfactory relationship which will be to the mutual interest of all concerned. It is in this spirit that this handbook is adopted.

### **St. Vrain Valley School District RE-1J Board of Education**

District A:	Joie Siegrist
District B:	Karen Ragland
District C:	Bob Smith
District D:	John Ahrens
District E:	Richard Martyr
District F:	Paula Peairs
District G:	Amory Siscoe

## **IMPORTANT NOTE**

This handbook is designed to acquaint regularly scheduled (excluding substitute and temporary employees) classified personnel of the St. Vrain Valley Schools with some information about working here. The handbook is not all inclusive, but is intended to provide employees with a summary of some of the St. Vrain Valley Schools' guidelines. The Board of Education also has school district policies, and if this handbook conflicts with Board of Education policies, Board of Education policies shall prevail. If there is a conflict with federal, state, or local laws, the laws prevail.

The policies and procedures contained in this handbook do not represent a contract, are not meant to be enforceable as a contractual obligation of the St. Vrain Valley Schools, and should not be relied upon as binding, inflexible promises made by the school district. Consistent with the procedures for modification stated herein, the school district reserves the right to change or rescind these statements of policy at any time, as well as the right to determine their meaning, purpose, and effect. The school district also reserves the right to determine whether, and to what extent, these policies and procedures should be applied in any given circumstance.

Employment with St. Vrain Valley Schools is at-will. Employees have the right to end their work relationship with the St. Vrain Valley Schools with or without advance notice for any reason. The district has the same right. The language used in this handbook and any verbal statements made by management are not intended to constitute a contract of employment, either express or implied, nor are they a guarantee of employment for a specific duration. No representative of St. Vrain Valley Schools, other than the Superintendent of Schools, has the authority to enter into an agreement of employment for any specified period, and such agreement must be in writing and signed by the Superintendent of Schools and the employee.

No employee handbook can anticipate every circumstance or question. After reading the handbook, employees that have questions should talk with their immediate supervisor or the Department of Human Resources. In addition, the need may arise to change the guidelines described in the handbook. Except for the at-will nature of the employment, the St. Vrain Valley Schools therefore reserves the right to interpret them or to change them without prior notice. However, if any change has been made employees will be informed about the change and the effective date. This edition replaces all previously issued editions.

## **FROM THE SUPERINTENDENT OF SCHOOLS**

Greetings and welcome to the St. Vrain Valley Schools.

This Classified Employees' Handbook was developed to describe relevant guidelines, programs, and benefits. I encourage all employees to familiarize themselves with the contents as soon as possible as it contains important information about employment within our school district.

I believe that each employee is an integral member of our team and contributes significantly to the success of our school district's vision and mission. Thank you for your hard work, dedication, and commitment to our students, staff, and community.

I wish you the best and sincerely hope that your experience in the St. Vrain Valley Schools will be challenging and rewarding.

Sincerely,

Don Haddad  
Superintendent of Schools

# 1 EMPLOYMENT

## 1.1 Equal Employment Opportunity (EEO)/Discrimination Policy

The St. Vrain Valley Schools is dedicated to the principles of equal employment opportunity. The school district prohibits unlawful discrimination against applicants or employees on the basis of race; color; religion; national origin; ancestry; sex; gender identity; pregnancy, physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; age; genetic information; disability; or any other applicable status protected by federal, state, or local law. The school district's commitment to equal employment opportunity and nondiscrimination includes all areas of employment, including but not limited to job advertising, recruitment, selection, hiring, job training, compensation, fringe benefits, job classification, promotion, and termination.

## 1.2 American Disabilities Act (ADA) and Religious Accommodation

The St. Vrain Valley Schools will make reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to the school district or a direct threat. Employees needing such accommodation are instructed to contact their supervisor or Department of Human Resources immediately.

## 1.3 EEO Harassment

St. Vrain Valley Schools strives to maintain a work environment free of unlawful harassment. In doing so, the school district prohibits unlawful harassment because of age (40 and over), race, sex, color, religion, national origin, disability, genetic information, gender preference, or any other applicable status protected by federal, state, or local law.

Unlawful harassment includes verbal or physical conduct that is based upon a person's protected status and that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's age (40 and over), race, gender identity, sexual orientation, color, religion, national origin, disability, or any other applicable status protected by federal, state, or local law, will not be tolerated. Prohibited behavior may include, but is not limited to, the following:

- Written form such as cartoons, e-mail, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault or blocking an individual's movements.

This policy applies to all employees, including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

### 1.3.1 Sexual Harassment

Because sexual harassment raises issues that are to some extent unique in comparison to other harassment, the school district believes it warrants separate emphasis. Board of Education policy GBAA contains more detail.

St. Vrain Valley Schools strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.



- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications, whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mail.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping, or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

### **1.3.2 Complaint Procedure**

If an employee believes there has been a violation of the EEO policy or harassment based on the protected classes outlined above, including sexual harassment, use the complaint procedure described in Board of Education policy AC-R. St. Vrain Valley Schools expects employees to make a timely complaint to enable the school district to investigate and correct any behavior that may be in violation of this policy.

As described in AC-R, report the incident to a person in authority, such as an immediate supervisor, manager, director, or assistant superintendent. Anyone receiving the report is mandated to forward the information to the Assistant Superintendent of Human Resources or designee (refer to board policies ACE, AC-E-1 and AC-E-2), who will investigate the matter and take corrective action. The complaint will be kept as confidential as practicable. If the employee prefers not to go to either of these individuals with the complaint, the employee can report the incident to the [Office for Civil Rights](#), U.S. Department of Education, Region VIII, Federal Office Building, 1244 North Speer Boulevard, Suite 310, Denver, Colorado, 80204.

St. Vrain Valley Schools prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If an employee perceives retaliation for making a complaint or for participating in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.

The following individual has been identified as the compliance officer for the district:

Damon Brown, Assistant Superintendent of Human Resources  
 Educational Services Center, 395 South Pratt Parkway, Longmont, CO 80501  
 Phone: (303) 776-6200  
 Email: brown\_samuel@svvsd.org

If the St. Vrain Valley Schools determines that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

## **1.4 Basic Employment Requirements**

Following are basic employment requirements for most classified positions:

- Minimum age of 18 for non-student employees (21 for school bus drivers).
- Ability to pass a medical examination.

- Ability to work with the public and school-age children.
- Fingerprinting for required background checks at the expense of the employee.
- Information to comply with federal immigration laws.
- Ability to perform the essential job functions for the particular position as set forth in the job description; or, if the applicant is disabled as defined by law, the ability to perform the essential job functions for the particular position as described in the job description with reasonable accommodation.
- School bus drivers must be able to meet state and federal requirements for operating a school bus.

### **1.5 Substitutes for Classified Personnel**

Qualified substitutes will be made available when authorized and available to fill temporary vacancies or absences.

### **1.6 Job Application and Recruitment**

All job applications for classified personnel openings in the school district will be maintained at the Department of Human Resources in the Education Service Center. Recruitment resources might include the local office of the Colorado Department of Employment, newspaper advertisements, and other recruitment sources.

### **1.7 Job Postings**

When vacancies become available or new positions are authorized by the school district, notifications will be prepared by the Department of Human Resources and posted on the district website. The posting shall be for a minimum of five district business workdays. During the summer months, vacancies will be posted at the Educational Service Center and on the district website.

School bus driver/bus assistant route openings will be posted internally within the Transportation Department.

Employees interested in posted positions must apply on the internet website. Employees of the school district will be considered for any position for which they are qualified.

Employees who apply for a job, interview, and are not selected, shall be informed of the decision by the department and/or supervisor with whom they interviewed.

### **1.8 Notice of Assignments**

Each year, each employee will be issued a Notice of Assignment confirming position, location, and salary. Assignment start dates are based on their position.

### **1.9 Transfers and Hours**

Classified employees may be transferred within a department or between departments by the departmental administrator(s) with the concurrence of the Assistant Superintendent of Human Resources. Employees will be notified in writing by their supervisor of any change of hours and/or assignment.

If an employee is promoted or demoted, the employee's pay may be adjusted accordingly.

The assigned work week for all employees will be a maximum of 40 hours per week. The work week is defined as Monday at 12:01 am through the following Sunday, 12:00 midnight.

### **1.10 Workday**

For purposes of this handbook, a district business workday (sometimes referred to as a working day or workday) is defined as a day that the district is officially scheduled for operation.

### **1.11 Evaluation Process for Classified Personnel**

The employee and supervisor shall engage in an evaluation and supervision process that includes discussions of job expectations, professional growth plan, self-evaluation, and a final annual evaluation.

The evaluation will have the following rating:

- Does not meet expectations
- Meets expectations
- Exceeds expectations

The supervisor is responsible for completing a district-approved evaluation of classified personnel. The evaluation will be discussed with the employee during a conference with the evaluator. An electronic signature by the employee would indicate that the evaluation was discussed with the employee, not necessarily that the employee agreed with the evaluation.

The Superintendent of Schools or a designated representative may review evaluations of classified personnel with the Board of Education.

A summary evaluation of work performance for classified personnel will be completed by the last day of the employee's work calendar.

The evaluation form is an aid to the evaluation. Use of other tools or supporting data is designed to enhance the objectivity of the evaluation.

### **1.12 Separations and Dismissals**

The Assistant Superintendent of Human Resources may, on the recommendation of department supervisors and with concurrence of the Superintendent of Schools, terminate the employment of a classified employee. Wages earned, but unpaid, as of the date the employment terminates will be payable at the time of termination.

### **1.13 Staff Reduction**

When a reduction in the number of positions is necessary, the administration will implement the reduction utilizing a specific procedure.

The school district will attempt to make the necessary reduction in positions by first using natural attrition (resignations, retirements, leaves, etc.). When a position is eliminated, the employees who are affected by the reduction will be notified in writing as soon as possible. The affected employee will be considered by including but not limited to seniority, programmatic needs, and whether an employee was rated below expected on performance evaluation. Seniority will be determined based on the number of years in the position and not the number of years in the district. Employees who held positions that were eliminated due to staff reduction shall be given first consideration (within six months) for re-employment to open jobs in the same classification they previously held. They will be interviewed before considering candidates from outside the school district.

### **1.14 Resignations**

Employees who wish to resign their positions are requested to notify in writing St. Vrain Valley Schools with a minimum of 10 district business workdays notice of their anticipated departure date, go through the "check out" procedures (return of property, keys, ID badge, etc.), and complete the resignation form at separation with the individual department supervisor and the Department of Human Resources.

Employees may be considered for re-employment provided they qualify for the position of interest and while they were employed with St. Vrain Valley Schools maintained satisfactory performance and attendance.

### **1.15 Usage of Leave Upon Separation of Employment**

For any classified employee separating from the district, it is strictly prohibited to use any Leave (PTO/Vacation/Accrued Sick) beyond the employees last day worked.

### **1.16 Rehire**

Employees who return to SVVSD within six months of their no-fault, involuntary departure, i.e. staff reduction, discontinued program, or documented medical resignation are eligible to participate in the same level of applicable benefits, leave accruals, professional development, and longevity pay as when they left the District. If returning into a position within the same employee group, the employee will have any forfeited, unpaid/unused vacation and/or PTO hours and Sick Leave Bank enrollment reinstated if such hours/enrollment were lost at the time of separation (if Sick Leave Bank hours were used prior to medical resignation, employee must re-enroll with a one day PTO contribution). Further, if rehired into the same position title within the same salary range, the employee shall be paid at his/her previous salary providing the previous salary was within the salary range. Individuals changing to a different position and those who were previously paid outside the appropriate salary range shall be placed in the appropriate range using the salary schedule placement process in effect at the time of rehire. **Voluntary departures i.e. resignations, do not receive any of the benefits stated above.**

## **2 HEALTH REQUIREMENTS**

### **2.1 Medical Exams for Applicants**

#### **2.1.1 Physical Examinations / Drug and Alcohol Screens for CDL Drivers**

The school district will approve the required physical examinations that may include drug and alcohol screens. The candidate will be required to schedule the appointment. The school district will pay for required physical examinations as necessary in accordance with CDE (Colorado Department of Education) and DOT (Department of Transportation) requirements. The employee will be responsible for any additional tests above and beyond the standard DOT Physical.

#### **2.1.2 Pre-Employment Physicals**

The school district may require pre-employment physicals and/or drug and alcohol screens for employees in certain job classifications.

### **2.2 Medical and Psychological Examination at District Request**

The school district reserves the right to require, at any time, that an employee receive a complete physical/psychological examination by a doctor designated by the school district with the cost of such examination to be paid by the school district.

## 3 EMPLOYEE BENEFITS

### 3.1 Group Insurance

Employees who work a minimum of 17.5 hours per week are eligible to participate in the school district's group health, dental, and vision insurance programs on a prorated basis.

Employees who work a minimum of 10 hours per week are eligible to participate in the school district's basic life insurance program and disability coverage.

Additional information may be obtained from the Department of Human Resources or the [Department of Human Resources website](#).

### 3.2 Workers' Compensation

Under the [Colorado Workers' Compensation Act](#), all employers in Colorado are required to provide certain benefits to employees in the event the employees are injured in the course and scope of their employment. These benefits have been established by the State of Colorado.

Workers' Compensation Insurance is maintained by the school district with the Northern Colorado School Districts Workers' Compensation Self Insurance Pool to pay costs and benefits in connection with accidents or covered occupational diseases that arise out of and in the scope of employment.

Employees are required to report work-related accidents immediately to their supervisor and to the Office of Risk Management Services at (303) 682-7428 no later than the next district business workday. The [Job Related Injury/Illness Report form](#) must be completed and turned in to the Office of Risk Management Services within four district business workdays of the injury. The form is available from a supervisor, the Office of Risk Management Services, or on the district's website.

Employees temporarily absent from work and unable to perform their normal duties as a result of personal injury arising out of and in the course of their employment by the school district, and not as a result of their own negligence or disobedience of reasonable rules and regulations, shall be granted personal injury leave of up to 30 calendar days with full pay on the condition that the amount of any workers' compensation benefits are assigned to the school district. The designated workers' compensation physician and the employee's supervisor must authorize absences.

Employees are also entitled to medical, surgical, and hospital treatment as authorized by a designated Workers' Compensation medical provider.

Employees injured on the job must seek medical attention from a designated Workers' Compensation physician. Contact the Office of Risk Management for a listing of designated physicians. In the event of an extreme emergency, employees should seek medical assistance from the nearest available medical facility, but follow-up care must be obtained from a designated Workers' Compensation physician. Information on the designated physicians is available from the Office of Risk Management Services.

If an employee is receiving treatment from a designated Workers' Compensation physician and wishes to change physicians, the employee must submit a letter requesting approval to see another physician, and the reason for changing physicians.

Additional information may be obtained by contacting the Office of Risk Management Services.

### **3.3 Employee Assistance Program (EAP)**

St. Vrain Valley Schools recognizes that personal concerns can have a significant effect on not only overall health but also job performance and absenteeism. Therefore, the school district supports the use of and funds a special benefit through an Employee Assistance Program. This confidential program is designed to help employees, spouses and their children with virtually any personal issue or life-altering change by offering licensed professionals to help the employee handle concerns constructively. Employees are offered six free visits per year. Information can be obtained through the District website or through the Benefits Office in the Department of Human Resources.

### **3.4 Liability, Transportation, and Crime Insurance**

The Colorado School Districts Self Insurance Pool provides the following insurance coverage, subject to the terms, conditions, and exclusions of the insurance policies: The coverage territory is the USA, including its territories and possessions, Puerto Rico, and Canada.

The school entity liability insurance covers the school district, the members of the Board of Education, and employees while in the course of employment, non-compensated student interns, and volunteers while acting at the school district's direction and within the scope of voluntary duties performed for the school district.

The vehicle liability coverage will pay for damages (bodily injury or property damage) that the school district, or employees using a district vehicle with school district permission, becomes legally obligated to pay, caused by a vehicle accident involving a district vehicle. When an employee is involved in an accident they may be subject to complete a drug and alcohol test.

With regard to damage to, loss of, or theft of personal property and vehicles owned by employees, coverage is not provided by the school district.

Employees who operate personal vehicles on district business should contact their insurance agent about coverage.

### **3.5 Retirement Compensation**

Upon hire all classified personnel participate in the [Public Employees Retirement Association \(PERA\)](#). The district and employee will contribute to the employee's PERA account according to state statutes.

Retirement compensation is determined by the Public Employees Retirement Association and is based on years of membership, salary earned during employment, full time equivalence, and options selected by the retiree.

### **3.6 PERA Survivors Insurance Plans**

PERA has a life insurance plan available for employees. The costs and benefits vary according to the plan selected. Interested employees are encouraged to contact PERA at 303-832-9550 for current rates and benefits.

### **3.7 Travel Allowances**

Classified personnel who are required to use personal automobiles on school district business will be reimbursed for mileage as established by the Board of Education, with prior approval by the immediate supervisor.

## 4 LEAVES, HOLIDAYS, AND ABSENCES

### 4.1 Holidays

The St. Vrain Valley Schools recognizes the following official holidays and other district business non-workdays for all 12-month employees. Employees who are employed on less than 12-month assignments will receive an annual calendar indicating the specific workdays for their assignment.

- Independence Day \*
- Labor Day \*
- Thanksgiving Day \*
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day \*
- New Year's Eve Day
- New Year's Day \*
- Martin Luther King, Jr. Day \*
- President's Day \*
- Spring Break (two days as determined by the Board of Education)
- Memorial Day \*

\* Official Holidays

See the section on Pay for overtime eligibility.

When any of these days fall on Monday through Friday, employees will have the day off as a non-paid day. When any of these days fall on Saturday, the unpaid day off will be the preceding workday, and when the day falls on Sunday, the unpaid day off will be the following workday.

### 4.2 Paid Time Off (PTO)

All classified employees assigned to work 15 hours or more per week shall be granted Paid Time Off leave each fiscal year. The amount of Paid Time Off leave allocated will depend on the employee's scheduled assignment. Employees may use PTO only as it is accrued.

For every month that an employee is assigned to work, the employee will accumulate leave equal to the number of hours that the employee is assigned to work each day. As an example, suppose the employee is assigned to work 11 months and 7 hours each day. The employee will accumulate 7 hours of leave each month for 11 months. That will be a total of 77 hours a year.

The classified employees and the school district recognize the importance of being present each day. The District understands that there are certain times of the work year that require employee presence during critical times as defined by the immediate supervisor and PTO may or may not be approved during those times.

Paid Time Off leave may be used for an illness/disability of a classified employee, or the employee's immediate family as defined by the [Family Medical Leave Act \(FMLA\)](#), religious holidays, employee's business, to attend academic activities for school-aged children, or other personal reasons as approved by the supervisor. Paid Time Off leave may be used the day before or after a break only with prior approval from the employee's supervisor or medical documentation provided. PTO that is requested for any reason other than illness shall be scheduled and formerly approved by supervisors in a manner that minimizes interruptions to school district operations.



When an employee plans to use PTO, the employee will give prior notification equal to the number of planned leave days (for example: three district business workdays of planned leave = three district business workdays prior notification). Approval will not be unreasonably withheld.

After three consecutive district business workdays of absence or intermittent absences due to a **chronic condition or ongoing illness**, the employee must notify the Benefits Office. A determination will be made if the employee's absences is considered FMLA eligible. (see 4.2 FMLA). The employee may be required to furnish satisfactory proof of illness and/or fitness to return or continue to perform essential duties. The employee must complete a Request for Leave of Absence and have a physician complete documentation which shall indicate the employee's ability or inability to perform those functions essential for the employee's job. At any time, the school district may require the employee to be examined by a physician designated by the school district at school district expense. Medical reports should be submitted to the school district Department of Human Resources Benefits Department. The Request for Leave of Absence Form is located on the Infinite Visions portal (<https://iv.svvsd.org>) under Human Resources or by contacting Human Resources.

As of June 30<sup>th</sup>, up to 40 hours of PTO will remain in the employee's PTO account. If the employee has fewer than 40 hours, all of the employee's PTO will remain in the employee's PTO account. Any remaining hours of PTO above 40 hours from the prior year will be converted to Accrued Sick Leave. Accrued Sick Leave is to be used for the purpose of sickness or injury to self or a family member. Accrued Sick Leave may only be accessed after all PTO days have been utilized. If the employee is utilizing Accrued Sick Leave, and is absent for more than five consecutive days, a physician's statement of cause and duration will be required.

NOTE: Bereavement, civic, and military leaves are not part of Paid Time Off leave. These remain as separate categories.

**4.2.1 Unused Paid Time Off at Separation**

Any classified employee (not including substitute or extra duty) voluntarily separating or laid off from the school district with 10 years of continuous service in the school district will have any unused PTO earned during the current year rolled into their accrued sick leave balance. Refer to Section 1.15 for usage of leave upon separation of employment.

**4.2.2 Reimbursement for Unused Accrued Sick Leave**

Any classified employee voluntarily separating or laid off from the school district with 10 years of continuous service in the school district will be eligible for reimbursement for accrued sick leave over 20 workdays and up to a maximum of 150 paid days at 50% of the employee's current daily rate.

**4.3 Vacation Leave Benefit (248-Day Employees Only)**

Classified personnel who are assigned 248 days, based on FTE per day, are entitled to paid vacation. Hours of vacation time will begin accruing monthly on July 1, ending on June 30. Vacation time for new hires and employees switching to 248 days will be prorated based on their hire date into their classified position (not including substitute or extra duty). Using vacation time before it is accrued is not allowed. Accrued vacation time is based on the following schedule.

Months of service	Rates of vacation accrual
1-60 months	6.67 hours per month worked in a benefit year
61-120 months	10 hours per month worked in a benefit year
121 months or more	13.33 hours per month worked in a benefit year

Individuals hired or changing to a 248 day position on or before the 15th of the month shall have that month counted as a month of service. Individuals hired on or after the 16th of the month shall count the next month as their first month of service.

Earned vacation will be accrued up to 240 hours. Additional accruals will resume when the employee's balance falls below 240 hours.

Employees are responsible for scheduling their vacation, in advance through TimeClock Plus, and must receive their supervisor's approval.

Vacations should be scheduled and approved in a manner that minimizes interruptions to school district operations.

Vacation time will not be counted in the computation of overtime.

Upon separation of employment, employees receive pay for unused vacation that was earned, or are required to pay back used vacation that was unearned.

The Assistant Superintendent of Human Resources must approve exceptions to this vacation accrual policy.

#### **4.4 Family Medical Leave Act (FMLA)**

In compliance with the [Family and Medical Leave Act \(FMLA\)](#), St. Vrain Valley Schools provides up to 12 weeks (26 weeks for military caregiver for a covered service member) of unpaid, job-protected leave to eligible employees for reasons covered under the act.

An employee must be employed by the school district for at least 12 months immediately preceding the beginning of the leave, and the employee also must have worked at least 1,250 hours, including hours worked overtime, to qualify for FMLA.

Spouses employed by the school district are jointly entitled to a combined total of 12 weeks of family leave (26 weeks for military caregiver for a service member) for the birth or placement of a child for adoption or foster care, to care for a parent who has a serious health condition, and for any qualifying need related to the active duty of a family member in the military. FMLA does not cover care for a parent-in-law.

At least 30 calendar days before the leave starts, or as soon as practical in emergencies, employees must contact the Human Resources in the Department of Human Resources for paperwork to begin the leave process. Employees can refer to the school district Infinite Visions portal (<https://iv.svvsd.org>) under Human Resources or by contacting the Human Resources.

An employee returning from an approved leave must submit a release to return to work from their physician. An employee may be returned to their former position or may be placed in a similar position for which they are qualified.

#### **4.5 Reporting Absences**

When an employee is absent from work for any reason, the employee must submit an absence in TimeClock Plus and notify their immediate supervisor. The school district requires that reporting an absence in TimeClock Plus must be completed ahead of time or submitted upon return within five calendar days. Delays in submission

of absence reports affect accuracy of leave balances. All absences must be entered into Time Clock Plus or on a paper Absence Form, regardless of leave balances, for record keeping purposes.

Employees for whom a substitute is authorized shall follow established procedures for acquiring a substitute.

#### **4.6 Bereavement Leave**

Any employee will be granted up to five district business workdays for bereavement leave per year. Days will be prorated according to the employees FTE and will not carryover to accrued.

#### **4.7 Civic Duty Leave**

Regularly employed classified personnel who are summoned for jury duty, subpoenaed to be present in court to give testimony, or required to appear in court or at hearings in connection with the performance of their duties as an employee of St. Vrain Valley Schools, will be granted civic duty leave with pay for such time as is required by the summons or subpoena. A copy of the jury duty summons should be given to the direct supervisor. Employees may keep any reimbursement from the state. Civic duty leave will be according to Board of Education policy GBGK.

#### **4.8 Military**

##### **Annual Military Leave**

An employee who is a member of a reserve or National Guard unit or any other branch of the military organized under state or federal law shall be granted military leave with a right of reinstatement in accordance with state and federal law. The employee shall receive full salary and benefits during such leave up to a maximum of 15 calendar days annually. All remaining leave to fulfill the annual military obligation shall be unpaid leave. An employee who is required by the state or federal government to continue military service beyond the time for which leave with pay is allowed, shall be granted a leave of absence without pay for all such additional service.

##### **Emergency Military Leave**

Military leave of absence without pay shall be granted to any regular, full-time employee who enlists for military duty with any branch of the United States armed forces or who is called into active military service in time of war or other emergency declared by the proper authority of the state or United States. The employee shall be considered on a leave of absence during military service. An employee may be returned to their former position or may be placed in a similar position for which they are qualified.

All military leave shall be in compliance with 38 U.S.C. 4301 et seq. Employment and reemployment rights of members of the Uniformed Services Act and Board of Education policy GBGI.

#### **4.9 Leave Without Pay**

Leave without pay is not allowed under normal circumstances. Exceptions may only be granted by the Department of Human Resources with the supervisor's recommendation (such as the 10 days necessary to qualify for Sick Leave Bank (4.9)). Request must be submitted in writing in advance.

If leave is granted, the employee's original position is not guaranteed. Upon return from personal leave, the employee's position in the school district will be determined by the Superintendent of Schools' designee.

#### **4.10 Voting**

Voting is an important responsibility we all assume as citizens. We encourage employees to exercise their voting rights in all municipal, state, and federal elections.

Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for employees to arrive late or leave work early to vote in any election, employees should arrange with their supervisor/manager no later than the day prior to Election Day.

#### **4.11 Sick Leave Bank for Classified/Professional/Technical Employees**

Classified/Professional/Technical employees shall be eligible to participate in the voluntary Sick Leave Bank that allows employees to donate a portion of their Paid Time Off into a Sick Leave Bank that is available to assist employees who are eligible under the program. This program provides salary and benefits continuation for eligible employees who have exhausted all paid leave due to illness/disability (non-work related) which renders the member incapable of working. Hours will not be granted for a member to care for someone else who is ill or disabled.

##### **4.11.1 Enrollment and Eligibility**

All benefits-eligible employees who work at least 17.5 hours per week and contribute to the Sick Leave Bank are eligible to join the Sick Leave Bank.

- Each employee has the option of joining the Sick Leave Bank during the annual benefits open enrollment period or within the benefits enrollment period as a newly hired employee.
- Employees joining the Sick Leave Bank must contribute the same number of hours as they are employed per day (ex. four-hour/day employees contribute four hours, etc.) in order to participate.

The contribution to the Sick Leave Bank will occur on the effective date of all employee benefits at new hire (i.e., 1<sup>st</sup> of the month after 30 days of employment) or effective date of all benefits changes at open enrollment (i.e., 1<sup>st</sup> of January).

##### **4.11.2 Annual Renewal and Contribution**

Membership renewal in the Sick Leave Bank will be automatic on an annual basis during benefits open enrollment and result in a half-day contribution of hours (based on the number of hours they are employed) which are deducted from the member's Paid Time Off.

##### **4.11.3 Bank Balance**

If the bank balance goes over 7,000 hours, employees will not contribute that year except employees who initially enroll into the Sick Leave Bank. Hours contributed or assessed become part of the bank and are no longer included in the employee's current or accumulated leave.

##### **4.11.4 Waive Membership**

A member may waive membership during Benefits Open Enrollment only; however, the hours previously contributed will not be reimbursed. If electing to renew membership after waiving membership during the benefits open enrollment period, an employee will contribute the same number of hours as they are employed per day.

##### **4.11.5 Application**

Employees applying for hours from the Sick Leave Bank must have been enrolled in the Sick Leave Bank for at least one full year (12 months) immediately prior to the start of their Leave of Absence. Application for use of hours will be made only in conjunction with a completed Human Resources Leave of Absence Request form submitted through the Human Resources department, which will be submitted to the Sick Leave Bank Governing Board for the final decision.

#### **4.11.6 Review and Award by the Sick Leave Bank Governing Board**

Based on the member's Notice of Assignment, a member may be granted no more than 50 district business workdays, based on FTE, in any single school year (July 1 – June 30), after exhausting all of his/her available paid leave (paid time off, accrued sick leave and vacation) and 10 workdays of unpaid personal leave; (for a total of 60 days similar to FMLA guidance). The award by the Sick Leave Bank Governing Board will also be limited to the amount of time approved for the Leave of Absence by Human Resources.

#### **4.11.7 Decisions are Final**

Decisions of the Sick Leave Bank Governing Board with respect to eligibility or bank sick leave days shall be final and binding and not subject to complaint procedures.

#### **4.11.8 Repayment**

A member who receives an award from the bank will not be required to repay the awarded hours, but will be required to contribute one paid time off day to the Sick Leave Bank at the next accrual.

## 5 PAY

It is the St Vrain Valley Schools policy to strictly comply with the [Fair Labor Standards Act \(FLSA\)](#). Noncompliance with the FLSA is a violation of federal law. Lack of knowledge of FLSA violations does not excuse noncompliance. Supervisors should encourage staff to notify them, their Department of Human Resources representative, or director if they become aware of a problem.

### 5.1 Salary Ranges

The Department of Human Resources uses area market survey(s) to help determine pay ranges for classified positions. Area market survey(s) will be conducted regularly, every third year. These surveys may change the minimum, midpoint, and maximum salaries for any particular range.

New hires are placed in their respective pay ranges depending on their relevant education and experience. New hires to a position typically start in the lower side of the pay range. Internal transfers to new positions will be placed in the pay range depending on relevant education and experience.

Questions about the details of this system may be answered in the Department of Human Resources.

### 5.2 Overtime Pay

Overtime, when approved by the appropriate supervisor, shall be paid at time and one-half for all hours worked in excess of 40 hours per week. Hours worked for purposes of the 40-hour overtime threshold do not include paid vacation, holidays (non-workdays), paid time off, snow days, workers' compensation or any other paid leave. A workweek is defined as beginning at 12:01 a.m. on Monday and ending at 12:00 midnight the following Sunday

### 5.3 Overtime Eligibility

Employees are classified as "exempt" or "non-exempt" for FLSA purposes. Examples of typical non-exempt employee categories include secretarial / clerical workers, custodians, paraprofessionals, food service workers, school bus drivers, and campus monitors.

Non-exempt positions are eligible for overtime and compensatory time according to FLSA guidelines.

Non-exempt employees are required to be paid at an overtime premium rate (one and one-half the employee's regular rate of pay) for all hours worked in excess of 40 hours per workweek. Such hours generally include time spent, for example, but not limited to:

- Performing any work before or after the scheduled work hours (for example, an employee who says he is "coming in early" just to get organized and take care of paperwork").
- Performing work at home.
- Performing work-related "errands" outside the worksite.
- Being required to remain "on-call" on the employer's premises.
- Performing work-related duties during a lunch break, such as monitoring/answering office telephone lines (note also that uninterrupted and duty-free lunch periods may be required in accordance with various applicable collective bargaining agreements).
- In some circumstances, volunteering to perform any service for the district without compensation (see additional information below on "Volunteering").

Supervisory personnel may require overtime of non-exempt employees (allocated within the budget). Employees are not permitted to work overtime without prior approval of their supervisor or department head

unless beyond their control. Then they must notify their supervisor within one district business workday so that schedules can be adjusted if necessary. Employees who work unauthorized overtime may be subject to disciplinary action.

In order to manage the need for overtime, supervisors shall have the authority to adjust work schedules of the employees to meet the needs of the school district. Supervisors are encouraged to recognize the need for balanced work assignments, completion dates, and ongoing responsibilities that affect an employee's ability to complete assigned work within the designated workday in order to minimize the need for overtime.

Administrators/managers should consult with the Department of Human Resources and utilize appropriate training, coaching, and the evaluation/performance improvement plan process to address situations in which employees are not completing job tasks in an efficient manner or within a reasonable time period.

Employees who work unauthorized overtime may be subject to disciplinary action.

Employees who are required to work on a day(s) not scheduled according to the appropriate calendar will be paid their regular rate times the hours worked. When applicable, these hours shall be counted as hours worked toward overtime and compensatory time calculations.

Work performed on an official holiday as defined below will be compensated at two times the employee's hourly rate of pay:

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day

#### **5.4 Comp Time and Flex Time**

Compensatory (comp) time arrangements generally involve allocation of additional paid time off from work in lieu of payment of overtime. Taking comp time must have prior approval by the immediate supervisor but with the following limitations

- Comp time must be used before the end of the pay period after it was earned, unless a later time period is approved by the immediate supervisor.
- Comp time must be mutually agreed to, and if selected, recorded on the HR Comp Time Form. Without mutual agreement before the fact (to be verified in writing as soon as possible), time worked in excess of 40 hours shall be paid.
- Non-exempt employees may accrue no more than 40 hours of comp time.
- Non-exempt positions are eligible for overtime and compensatory time according to FLSA guidelines
- Flexible schedule (flex time) arrangements are permissible, but it is not to be used to accommodate or enable routine tardiness or failure to show up for scheduled work. Under a flex time arrangement, a non-exempt employee who works, for example, 10 hours on a Tuesday may then work only six hours on a Thursday or Friday during that same workweek (i.e., Monday at 12:01 a.m. through Sunday at midnight). However, accrued flex hours cannot be carried over into the following workweek. Those hours must instead be paid as earned overtime or at the regular pay rate if those hours worked do not exceed 40.

## **5.5 Work Calendars**

Classified employees will have access to a copy of the regular work calendar for their assigned position annually. Changes to this calendar, whether initiated by the employee or supervisor, must be approved in advance by the Assistant Superintendent of Human Resources.

## **5.6 Compressed Workweek**

This allows employees to work a 40-hour workweek in less than a five-day period, such as a workweek of four 10-hour days. This would require approval at the assistant superintendent's level.

## **5.7 Recording Time Worked for Non-Exempt Employees**

Employees must maintain individual time records of hours worked on a day-by-day basis. Employees should record their work for each day through the Time Management System. Time records should be verified and approved by the supervisor each pay period. Refer to Section 4.5 Reporting Absences when recording your absence in the Time Management System.

Filling out another employee's time record(s) or falsifying any time record is prohibited and may be grounds for disciplinary action up to and including termination.

## **5.8 After Hours / Emergency Closures**

Employees who are required to work on days declared as emergency closure for the school district shall be compensated at their regular rate for their regularly scheduled hours. In addition, they will be paid at their regular rate for the number of hours actually worked on that emergency closure day. Emergency closure with pay shall be allowed any employee for up to two days in one year (July 1 through June 30). Additional days may be authorized by the Superintendent. Employees scheduled for any paid leave or vacation will not have that day(s) reinstated.

Employees, who are called to work during off-duty time, upon commencing work or who report for duty and are released, will receive at least two hours of pay.

Employees who are required to be prepared to report, if necessary, for snow/ice control before and/or after their scheduled shift shall be paid an extra \$36. This would be paid once per event or storm. It would not be paid if the employee fails to report to work when required for the event or storm.

## **5.9 On Call**

Employees might be required to be on call to be available for emergency duty. Needs might vary by department. When required to be on call, employees will be compensated to be available for the required time as approved ahead of time by the department supervisor and in coordination with the Department of Human Resources. Actual work time will be compensated as normal.

## **5.10 Dual Job Holders**

Some school district employees perform services in two non-exempt positions (or in a non-exempt and an exempt position in which, viewed as a whole, the "primary duty" is non-exempt work). The hours worked in both jobs will be combined for purposes of calculating the 40-hour overtime threshold.

## **5.11 Volunteering**

Some school district employees may voluntarily perform services for the school district in addition to their regular duties (for example, after-hours work in connection with extracurricular school activities).



Even if the employee wishes to characterize those additional services as volunteer duty, the hours worked may be compensable and subject to FLSA overtime requirements. Because of these requirements, all school district employees who wish to volunteer their time to the district or a school must submit a written request detailing the proposed volunteer work and receive approval from the Department of Human Resources before volunteering their time.

FLSA regulations provide that an employee is not a volunteer unless:

- The person performs service without the promise, expectation, or receipt of compensation, with the exception of paid expenses, reasonable benefits, or a nominal fee.
- The person offers their services freely and without direct or implied coercion from the employer (for example, asking employees to justify why they are not “volunteering”).
- The person is not otherwise employed by that employer to perform the same type of services for which they propose/purport to volunteer (for example, a school secretary cannot be characterized as a volunteer when he/she performs clerical work in connection with school-sponsored athletic events).

### 5.12 Uniform/Tool Allowance

Uniforms will be supplied to employees where required by their departments. Uniforms are property of the district and will be required to be returned upon termination.

There will be a tool allowance stipend given each year that is prorated monthly, for fleet mechanics.

### 5.13 Longevity Pay

Longevity pay will be added to employees’ current salary upon completion of 10, 15, and 20 years of service (or at the beginning of the employee’s 11th year, 16th year, and 21st year). Student workers, temporary employees, and substitutes are not eligible for work credit until they become a regularly scheduled classified employee.

Longevity pay will be paid according to the following schedule:

10 years	\$.50/hr.
15 years	\$.75/hr. (\$.25 increase)
20 years	\$1.00/hr. (\$.25 increase)

Longevity pay will be implemented quarterly. (July 31, October 31, January 31, April 30.)

EXAMPLE:

<u>If hire date is between:</u>	<u>Longevity pay begins:</u>
July 16 - October 15	October 31
October 16 - January 15	January 31
January 16 - April 15	April 30
April 16 - July 15	July 31

Longevity pay is awarded for years of service to the district regardless of position held. Leave of absences are not counted as service time for longevity pay.

## **5.14 Overpayments and Underpayments**

On occasion, the school district may overpay or underpay compensation that does not reflect the Notice of Assignment. If the employee or the district becomes aware of an apparent overpayment or underpayment, either party shall bring this to the attention of the school district or the employee.

If the employee has been underpaid, the school district shall pay the employee the amount that is owed to the employee within 30 calendar days of the initial notification.

If the school district has overpaid the employee, the employee shall make arrangements to pay the amount owed to the district. If the employee fails to repay the school district, the school district will have the right to withhold the amount due until the amount is paid in full.

Claims made by either party will be considered null or void 24 months after the date on which such overpayment or underpayment occurred.

## **5.15 Fiscal Emergency**

If the Board of Education 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 despite any adopted salary schedule or policy.

## **5.16 Salary Check Deductions**

### **5.16.1 Required Deductions**

- Federal income tax.
- State of Colorado income tax.
- Public Employees Retirement Association.
- Medicare deduction for persons employed after April 1, 1986.

### **5.16.2 Deductions Authorized Upon Written Request by Employee**

- District-approved tax-sheltered annuity contracts.
- District-approved Group Insurance.
- Elevations Credit Union
- PERA Survivors Insurance.
- Association Dues: Transportation, Case, Nutrition Services, Para and Custodial Dues.
  - Any employee who is a member of a Board of Education-approved association may sign and deliver, through the representatives of the association, a form authorizing deduction of membership dues in the association.
  - Such authorization shall continue in effect from year to year unless revoked in writing by the member between June 15 and July 15 of each year.
  - Pursuant to such authorization, the Board of Education shall deduct the dues from the employee's regular salary check and all such dues monthly.
  - The school district will deduct fees for one professional association per one job classification. The association shall indemnify and hold the Board of Education and school district harmless from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit resulting from any reasonable action taken by the Board of Education or school district for the purpose of complying with the provisions of this section.
- District-approved Section 125 plans.
- Board of Education-approved educational foundations.

- Changes in deductions or contributions:

Changes in deductions or contributions must be submitted and received in payroll by the 15<sup>th</sup> of the month, to affect the current payroll for that month, according to the guidelines below.

Withholding Taxes	Complete a W-4.
TSA's	Complete a Salary Reduction Agreement form.
PERA 401(k)/457	Board Policies DLB and DLB-R
Health/Dental/Vision	May only be added or changed during annual open enrollment, or within 30 calendar days of a documented qualifying event.  Complete a plan change form in the Department of Human Resources.
Section 125	May only be added or changed during annual open enrollment, or within 30 calendar days of a documented qualifying event. Must be renewed, in writing, annually during Open Enrollment.
Premium Only Plan	Can only opt out when there is a qualifying event or during Open Enrollment. Contact the Department of Human Resources for the Open Enrollment schedule.
Elevations Credit Union	Adding, canceling, or changing deductions for the Credit Union. must be done at the Credit Union by the 10th of the month to affect the current payroll for that month.

### **5.16.3 Other Deductions**

The School District may deduct from an employee's check the cost of lost or destroyed equipment/tools or other district property for which the employee is responsible.

## 6 WORKING CONDITIONS

### 6.1 Maintaining Healthy Work Conditions

Accidents are undesirable, unplanned occurrences, which can result in bodily injury or property damage. The St. Vrain Valley Schools will take reasonable precautions to guard against accidents to ensure the safety of the students, employees, and visitors present on school district property.

Safety shall be integrated into all aspects of work. Accident prevention is accomplished by combining a safe environment with safe behavior. Employees are expected to adhere to all applicable safety guidelines to promote personal well-being as well as acting as a behavioral model for students. Employees are to immediately report any unsafe working conditions or safety problems to the employee's supervisor. Until action is taken, be sure that the area or condition is restricted and that cautionary devices, i.e., cones, temporary fencing, floor signs, etc., are in place so that others are not affected or injured.

Employees are expected to follow all regulations, safety rules, and guidelines for their own safety and for the safety of their coworkers and the students as established.

Specific jobs may have additional safety rules that the supervisor will discuss with the employee. Employees who are uncertain of how to safely perform a task must stop and ask their supervisor before continuing.

### 6.2 Staff Code of Conduct

There are some basic behaviors and responsibilities that are essential to the success of ongoing school operations. Board of Education policy GBEB requires that all employees of the school district must observe a code of conduct established by law. Please review the policy for more details.

#### 6.2.1 Confidential Information

School district employees shall not disclose or use confidential school district information for personal financial benefit.

The school district will disclose personally identifiable information from student records without written consent of the parent/guardian or eligible student only to those persons or entities allowed under federal or state law to receive such information. Refer to board policy JRA/JRC for specific details of how to handle confidential student records.

School district employees are bound by the laws and regulations of the [Family Education Rights and Privacy Act \(FERPA\)](#) and the [Health Insurance Portability and Accountability Act \(HIPAA\)](#).

#### 6.2.2 Gifts

School district employees cannot accept gifts valued \$50 or greater. Some non-monetary awards and payments or reimbursements for travel or participation at a meeting might be allowed. The employee should consult with the employee's supervisor or the Department of Human Resources before accepting such gifts.

#### 6.2.3 Financial Interests

School district employees cannot engage in a substantial financial transaction, for private business purposes, with a person that the employee supervises. Also, an employee cannot participate in any action that benefits a private business in which the employee is involved. Again, the employee must consult with the employee's supervisor or the Department of Human Resources before taking part in that action.

#### **6.2.4 Required Responsibilities**

Other required responsibilities include:

- Faithfulness and promptness in attendance at work. Employees who are going to be absent or late must contact their supervisor/manager or delegate as soon as possible prior to the start of their shift. Leaving messages with other employees is not acceptable. Failure to call in when absent for three consecutive days will be considered job abandonment.
- Support and enforcement of policies of the Board of Education and regulations of the school administration in regard to students.
- Diligence in submitting required reports promptly at the times required.
- Care and protection of students, their personally identifiable information and school property.
- Concern and attention toward their own and the school system's legal responsibility for the safety and welfare of students including the need to ensure that students are appropriately supervised.

### **6.3 Public Conduct on School Property**

Board of Education policy KFA applies to anyone on school property or using school property for any purpose. Employees are expected to report any prohibited conduct to their supervisor or the Department of Human Resources.

#### **6.3.1 Anti-violence**

Prohibited behavior includes any conduct intended to obstruct, disrupt or interfere with teaching, research, service, administrative or disciplinary functions, or any activity sponsored or approved by the Board of Education. Unlawful or unauthorized possession of a deadly weapon, as defined in state law, on school property or in school buildings, is prohibited.

#### **6.3.2 Threats or Damage**

Physical abuse or threats of harm to any person is prohibited. Threats or damage to any school or private property while on school district controlled premises also is prohibited. This includes forceful or unauthorized entry or occupation of school property.

#### **6.3.3 Alcohol and Drugs**

Unlawful use, possession, distribution or sale of drugs and other controlled substances, alcohol, and other illegal contraband is prohibited on school district property, at school-sponsored functions, on any school bus transporting students or any school district vehicle transporting staff or students, or within 1,000 feet of the perimeter of any school district property. Persons known to be under the influence of alcohol or controlled substance shall not be permitted to enter the school building or grounds, in accordance with Board of Education policy GBEC.

Because the possession and use of marijuana, whether for medical use or otherwise, still constitutes a federal offense, and because the use of marijuana is not compatible with the performance of any job with the school district, the school district will not accommodate the use of medical marijuana on the job, or the use of marijuana for medical purposes while the employee is off duty, or off the job, if the employee is under its influence while performing duties or while at the workplace.

## **6.4 Communication Systems**

The communication systems are property of St. Vrain Valley Schools and intended for business use. Therefore, the school district maintains the ability to access any computer files, use of software, Internet usage, e-mail, and voice mail. Although employees may select individual passwords, employees should not assume that such files are confidential. However, other than management employees acting on behalf of St. Vrain Valley Schools, employees should not attempt to gain access to another employee's computer, Internet files, e-mail, or voice mail without the latter's permission.

All information regarding access to St. Vrain Valley Schools' computer resources, such as user identifications, access passwords, and codes are school district confidential information and may not be disclosed to non-school district personnel.

### **6.4.1 Use of the School District Network**

The smooth operation of the school district's network relies upon users adhering to established standards of proper conduct. In order to be granted access to the school district's network, a user must adhere to the district's policies and regulations governing the use of the network. This requires efficient, ethical, and legal utilization of the district's network. If a user violates any of the school district's policies, regulations, procedures, or guidelines, access to the district's network may be denied and other legal or disciplinary action may be taken. The school district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the district's network. The school district's network is the property of the district and its use is a privilege, not a right.

For a detailed description of the use policy, review Board of Education policy EHC-R.

### **6.4.2 Telephones/Cell Phones**

In the interest of good business practice, telephone calls, including those made with cell phones, must not interfere with employees' performance of their jobs. Personal use of St. Vrain Valley Schools (landline) telephones for long-distance is not permitted. Specific requirements are in Board of Education policy EEAEG for bus drivers, and EEBA A for other school district employees driving school district vehicles. Violation of these policies may subject the employee to disciplinary action.

St. Vrain Valley Schools provides cell phones to those employees who need them to perform their jobs. Such phones, although intended primarily for business use, may also serve as personal devices if the employee has a signed agreement with the district and appropriate costs have been paid to the district. Calls during business hours should be limited as outlined above. Personal long distance calls are permitted only when the phone has been designated for personal use.

School district employees shall under no circumstances engage in the reading of and/or sending of text and/or email messages while driving a school district vehicle. School district employees are discouraged from and shall resist using personal and/or school district-owned communication devices while driving school district vehicles. School district employees operating a school district-owned vehicle with students on board are prohibited from making and/or receiving cellular phone calls while the vehicle is in motion.

Bus drivers shall not place or receive communications on any personally owned wireless communication device while passengers are loading or unloading from the bus or while the bus is in motion. Under usual circumstances, use of school district owned wireless communication devices shall be allowed when used to assist a driver and/or dispatcher in the necessary communications periodically needed to safely deliver

children – home to school, school to school, school to home, and on activity trips. Use of such devices while the bus is in motion shall be limited whenever possible. Bus drivers shall under no circumstances place or receive communications unrelated to school district business while on duty.

### **6.5 Conflict of Interest**

St. Vrain Valley Schools (per Board of Education policy GBEA-1) requires that employees avoid any actual or apparent conflict of interest which would reflect adversely on the school district or its mission.

No school district employee or firm owned by a school district employee shall be allowed to sell to the school district or to school districts served by the school district goods or services of any kind without express prior written consent of the Board of Education.

If employees have any question whether a situation is a conflict of interest, they should discuss the matter with their supervisor and the Department of Human Resources.

### **6.6 Discipline/Discharge**

Occasionally, performance or other behavior falls short of our standards and/or expectations. When this occurs, management takes action which, in its opinion, seems appropriate. A follow-up meeting with the Department of Human Resources will be scheduled by the supervisor.

When management finds an employee's performance is unsatisfactory or an employee's conduct is unacceptable, disciplinary action may be taken. The discipline may range from informal discussion with the employee to termination of employment, depending on the school district opinion of the seriousness of the situation. Any action taken by management in an individual case will follow established school district procedure and should not be assumed to establish a precedent in other circumstances.

### **6.7 Dress Code**

At St. Vrain Valley Schools, personal appearance, hygiene, and attire are very important. A professional image must be maintained to instill confidence in the minds of our stakeholders. This helps ensure our school district's success. Employees' appearance should be consistent with good hygiene, safety, and what the school district considers appropriate business attire. Refer to Board of Education policy GBEB. Specific requirements depend on job requirements.

### **6.8 Inspections**

The school district reserves the right to conduct searches and inspections of an employee's property while on school district grounds or St. Vrain Valley Schools-owned property without notice. Any employee who refuses to submit to a search will be subject to disciplinary action up to and including termination.

### **6.9 Organizations**

It is recognized that personnel have the right to join, or refrain from joining, any job-related local, state, or national organization. Membership in an organization is not a condition of employment in the school district.

### **6.10 References**

The St. Vrain Valley Schools does not furnish open letters of recommendation addressed "To Whom It May Concern."

If employees receive a call inquiring about a former employee, please refer the call to the Department of Human Resources.

Upon request, and for classified employees, the school district shall disclose to prospective employers, information relative to the employee's suitability for re-employment, including his/her work-related skills, abilities and habits. In the case of a former employee, the school district shall also disclose the reason for the employee's separation. Refer to Board of Education policy GBJA.

### **6.11 Smoking**

It is our objective to provide a smoke-free environment within our school district. In order to promote the general health, welfare and well-being of students and staff, smoking, chewing or any other use of any tobacco products by staff, students, and members of the public shall be banned from all school property per Board of Education policy ADC. This restriction applies to all employees and visitors, at all times, including non-business hours, vehicles, buildings, and areas or land. Violations of this policy might result in disciplinary action up to and including termination.

### **6.12 Animals**

Employees, volunteers/visitors, facility users, and contractors working in school district facilities are not allowed to bring animals onto school district property, except for:

- Assistive animals for persons with disabilities.
- Animals for educational purposes appropriate to the curriculum at the direction of a supervisor and/or administrator, including the showing of livestock, provided that the livestock showing does not involve the riding of animals.
- Animals approved by the school district for security purposes.

### **6.13 Building Security**

St. Vrain Valley Schools maintains a facility access and security procedure (refer to Board of Education policy ECAB-R). Keys, security codes, and/or access cards may be issued to school district faculty and staff. The Operations and Maintenance Department is the sole authorized source for making keys and creating security codes and access cards.

Employees are prohibited from loaning, giving, or selling any key, code, or access card. Failure to comply may result in disciplinary action and/or monetary penalty.

If an employee loses a key or card, a re-coring or re-keying charge may be assessed up to \$500. This re-coring charge also would apply if an employee fails to return a key or card upon termination or ending of assignment. The charge would be deducted from the terminating employee's final paycheck, unless it's paid before the termination date.

### **6.14 Purchasing Cards**

St. Vrain Valley Schools uses purchasing cards (P-cards) to expedite some purchases in a cost-effective manner. Employees may be issued a purchasing card as a requirement or enhancement to their job. The card is provided to the employee based on their need to purchase materials for the school district. It is not an entitlement nor reflective of title or position. The card may be revoked at any time without notice.

It is the responsibility of each cardholder to read and follow the purchasing card policies and procedures as they now exist or may be amended by the Board of Education Policy DJB-R. All employees are required to sign and comply with the [purchasing card agreement](#). Under no circumstances should the card be used for personal purchases for the employee or for others. This card is issued in the employee's name and should not be used by any other person.



The cardholder is responsible for reviewing and/or reconciling monthly electronic statements and for correcting any discrepancies by either contacting the supplier or school district's financial institution. Itemized receipts attached to a copy of the statement will be forwarded monthly to cardholders' approver. The card will be surrendered immediately upon termination of employment.

Failure to do any of the above could be considered as misappropriation. This may result in either loss of the card or other corrective action. This could include termination and/or criminal prosecution. The school district may be reimbursed by means of payroll deduction for all incurred charges and any fees associated with a collection process.

## 7 COMPLAINT PROCEDURE

### 7.1 Introduction

The purpose of this procedure is to secure, at the lowest possible administrative level, resolutions to disputes, disagreements, or controversy concerning the interpretation or application of the provisions of this handbook. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained in this procedure will be construed as limiting the right of any school district employee having a complaint to discuss the matter informally with any appropriate member of the administration and to have the complaint adjusted.

No complaint shall be recognized unless it has been presented at the appropriate level within 20 district business days after the complainant knew, or should have known, of the act or condition on which the complaint is based, and if not so presented, the complaint shall be deemed waived.

Except at the informal level of this complaint procedure, the complainant may be represented at any level of the complaint procedure by a person, or persons, of his/her choosing.

### 7.2 Procedure

More information about the following complaint process is available from the Department of Human Resources.

All complaints should be attempted to be resolved informally through a discussion with the immediate supervisor. If the complaint is not resolved, the formal process beginning with Level One shall be implemented.

#### 7.2.1 Level One

A complaints shall be submitted in writing to the complainant's immediate supervisor to resolve the matter. Within five district business workdays after receipt of the written complaint, the supervisor shall give a written response to the complainant.

The school district's complaint form shall be signed by the complainant and delivered to the supervisor. The complaint shall be detailed and specific, and shall refer to the provisions of the *Classified Employees' Handbook*.

#### 7.2.2 Level Two

If the complainant is not satisfied with the response of the supervisor, or if no written response has been rendered within five district business workdays after the written complaint is delivered to the supervisor, the complainant may file the complaint with a Director of Human Resources within five district business workdays thereafter.

The Assistant Superintendent of Human Resources and/or designee will meet with the complainant and representative, if any, within 10 district business workdays after Human Resources receipt of the complaint in an effort to resolve the complaint.

Meetings will be scheduled at a mutually convenient time.

Within 10 district business workdays after such meeting, the Assistant Superintendent of Human Resources or designee shall communicate a written response to the complainant.

### **7.2.3 Level Three**

If the complainant is not satisfied with the response of the Assistant Superintendent of Human Resources or designee, or if no decision is reached within 10 district business workdays after the meeting described in Level Two, the complainant may, within five district business workdays thereafter, appeal the decision to the Assistant Superintendent in writing.

The Assistant Superintendent or designee will review the complaint records and will render a decision in writing within 30 district business workdays of its receipt of the complaint. The decision of the Assistant Superintendent shall be final.

**COMPLAINT FORM**

This form should be used to document policy or practice violations and challenges or objections to teaching methods, activities and presentations.

Name of Complainant: \_\_\_\_\_

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

Daytime Phone: \_\_\_\_\_

School/Teacher Involved: \_\_\_\_\_

Date of Alleged Violation or Concern: \_\_\_\_\_

Board policy or administrative practice that was violated: \_\_\_\_\_

Teaching method, activity or presentation of concern: \_\_\_\_\_

Briefly describe the alleged violation or teaching method, activity or presentation of concern:

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

Requested remedy: \_\_\_\_\_

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

I certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Complainant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received By

\_\_\_\_\_  
Date

## **8 PROFESSIONAL GROWTH**

Professional development is an opportunity for employees to enhance, improve, and increase the knowledge and skills required for their specific position that is aligned with school district and department mission and vision. In addition, professional development provides employees with opportunities to prepare themselves to achieve career goals that align with district and department mission and vision.

### **8.1 Professional Development Framework**

The framework for employee engagement, management, and district support for professional development is described in three categories of participation by both the organization and the employee:

**Category I, Mandatory:** This type of professional development is required for an individual to achieve job competence or performance improvement, and can occur at any time during employment. This might include, and is not limited to, school district and department orientation, mentor support, and a variety of classes, seminars, or other types of performance development programs. These would be required to meet individual job descriptions and job expectations, to meet requirements resulting from personal evaluations, or to meet requirements of new initiatives or other school district needs. Following supervisor approval for these activities, fees and time will be paid by the school district. District fees and time does not apply to classes, seminars, or various types of training programs, including certification and degree programs, that are required as a condition of being hired to a position in the school district.

**Category II, Job Specific:** This category is specific to satisfying requirements for or improving the capabilities of a function, department, or group. It includes training and professional development opportunities that might be optional or mandatory and are aimed toward meeting department and/or school district performance needs. These opportunities may or may not occur during scheduled work hours. Following approval by administrative leadership, fees and time may be paid for mutually-agreed-upon activities. District contribution to the costs of optional activities must be pre-approved by administrative leadership and can be influenced by employee professional growth plans, evaluations, and the type of activity. Administrative leadership approval for costs of optional training will be documented on the approval form at the end of this section. One copy should be kept by the employee and one placed in the employee's personnel file.

**Category III, Career / Leadership Development:** This category covers training and professional development opportunities that support district and department succession planning practices and individual career path goals. These opportunities are most likely to occur outside of work hours with fees paid by the employee. School district contribution to the costs requires approval by the supervisor and Assistant Superintendent of Human Resources.

All other types of classes, seminars, or various types of professional development programs, in which employees enroll will be on their own time and at their own expense. Activities not subsidized by the school district do not require school district approval.

If the intent of the employee is to use this training in connection with improving his/her evaluation, a discussion with the immediate supervisor is necessary to clarify the performance improvement expectations.

## 9 ACKNOWLEDGMENT OF RECEIPT

### ACKNOWLEDGMENT OF RECEIPT

I have received a copy of the employee handbook dated July 1, 2019. I understand that I am to become familiar with its contents. Further, I understand:

- Employment with St. Vrain Valley Schools is at-will. I have the right to end my work relationship with the school district, with or without advance notice for any reason. St. Vrain Valley Schools has the same right.
- The language used in this handbook and any verbal statements of management are not intended to constitute a contract of employment, either express or implied, nor are they a guarantee of employment for a specific duration.
- The handbook is not all inclusive, but is intended to provide me with a summary of some of St. Vrain Valley Schools' guidelines.
- This edition replaces all previously issued handbooks. The need might arise to change the guidelines described in the handbook, except for the at-will nature of employment. St Vrain Valley Schools therefore reserves the right to interpret them or to change them without prior notice.
- No representative of St. Vrain Valley Schools, other than the Superintendent of Schools, has the authority to enter into an agreement of employment for any specified period and such agreement must be in writing, signed by the Superintendent and myself. We have not entered into such an agreement.

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Print Employee Name

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Employee Signature

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Date