

# **2011-2012 Classified Employees' Handbook**



**Mapleton Public Schools**

**Adams County School District No.1**

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**(Revised 7-2011)**

# **BOARD OF EDUCATION**

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**CLASSIFIED EMPLOYEE HANDBOOK  
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The Board of Education of Mapleton Public Schools, Adams County School District No. 1, recognizes that providing a quality education for its students is the paramount aim of the school district, and that the work, contribution and morale of high quality classified employees is crucial to achieving that aim.

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This handbook contains some of the policies and procedures that concern the classified employee's working relationship with the District. It is important to read this handbook and be familiar with the policies and procedures as they apply to you.

The Board of Education, by law, has the final responsibility for establishing all policies in the District. The handbook does not constitute a contract between the employer and any employee, and may be changed at any time by the District at its sole discretion after consulting and receiving input or recommendations from representatives of the District Association membership.

The Board of Education recognizes the Colorado Classified School Employees Association (CCSEA) as the representative Association for eligible regular full-time and regular part-time classified employees. The purpose of meeting and conferring is to specifically provide recommendations with respect to wages, hours, and other terms and conditions of employment. In no event, however, shall the Association represent, for any purpose, confidential employees, temporary or substitute employees or any supervisory employees, although provisions of the handbook shall still be extended to these employees.

A Confidential Employee shall mean any individual who has access to confidential labor relations information, or whose functional responsibilities or knowledge of the employer's affairs makes participation in the affairs of an employee organization incompatible or inconsistent with his or her official duties of employment. Confidential employees may retain membership in the Association and will be covered by the terms and provisions of this handbook except that such employees may not, as a condition of continued employment by the district, hold any office in the Association or are a part of the Meet and Confer Team. Specifically excluded from membership are supervisory employees, temporary employees, and substitutes such as listed below. It is understood that others may be added as the need arises.

Administrative Assistant to the Superintendent and BOE  
Human Resource Department Staff  
Payroll Staff  
Finance Staff

The Association recognizes that the Board has certain powers, discretions and duties that under the Constitution and laws of the State of Colorado may not be delegated, limited or abrogated with ANY party. Accordingly, any provision of the handbook found contrary to law shall automatically be deleted from the handbook as of the effective date of the decision determining invalidity of such provision, but such deletion shall not affect any of the other provisions unless they are changed by the Board.

Superintendent Policy concerning recognition, certification, and decertification of the Association, shall govern questions concerning representation of the classified employees as defined above. This policy continues in effect.

### **Meet and Confer Process**

Should the employee Association representatives wish to meet and confer, a written request by the Association must be submitted no later than February 28th of the year prior to the fiscal year in which the requested provisions concerning the employee Association wishes to meet and confer shall be effective. Requests may be submitted on matters concerning wages and benefits, and up to three items concerning hours and applicable terms and conditions of employment. Meet and confer sessions shall occur at times mutually agreed upon.

### **Board/Superintendent Policies and Procedures**

Officially adopted Board/Superintendent Policies and Procedures shall control and supersede where any conflict exists regarding practice, custom, writing, or intentions. Any matters not covered by handbook provisions shall be expressly controlled by official adopted Board/Superintendent Policy and/or Procedures.

The District shall make the handbook available to each eligible classified employee. Any printing expenses shall be equally shared between the District and the Association.

### **Input/Recommendations**

The District shall consult with and receive input and/or recommendations from the Association representatives prior to making any changes in the handbook. Study committees shall be established as necessary to study and develop recommendations for Board consideration. Items to be considered shall be forwarded to the Superintendent's Designee.

## ***Chapter 1 Glossary***

**District** -the Mapleton Public Schools, District No. 1, in the County of Adams, State of Colorado.

**Board** - the Board of Education of the Mapleton Public Schools.

**Superintendent** - the Superintendent of the Mapleton Public Schools or his/her designee.

**Association** - refers to the employee association which is recognized by the District as the representative of employees for purposes of meeting and conferring with the District regarding wages, hours, and other terms of employment.

**Supervisor** - is one who assists in hiring, firing, evaluating, or disciplining other employees, or effectually recommends the same. For the purposes of the handbook, Nutrition Service Kitchen Managers and Lead Custodians are considered supervisory employees. The policies and handbook provisions contained herein shall also apply to them as employees.

**Regular Full Time Classified Employee** - an employee who has successfully completed a probationary period of 180 working days and whose work week is 40 hours.

**Regular Part-Time Classified Employee** - an employee who has successfully completed a six month probationary period and whose work day is less than eight hours, but at least four hours or more per day.

**Probationary Employee** - an employee who shall become eligible as a regular employee upon successfully completing a six month work period.

**Temporary Employee** - an employee who fills a vacancy for a specific period of time, not to exceed one year. Assignments may vary daily.

**Limited Part-Time Employee** - an employee who worked less than four hours per day in a regular position.

**Substitute** – An employee, whose hours are indefinite, employed on an “as-needed” basis, as a replacement in the absence of the temporary, probationary, or full-time classified employee, and is paid an hourly wage and does not receive benefits.

**Days** - calendar days unless otherwise specified.

**Working Days** – the term working days shall mean the days on which work is done, for an agreed or stipulated number of hours in return for a salary or wage

**Anniversary Date** - The first day you report to work for orientation is your official start date and your corresponding anniversary date. This anniversary date is the start of each employee's own “fiscal year” for purposes of calculating eligible non-paid and paid benefits such as vacation, sick and other leave policies in the Classified Employee Handbook.

## ***Chapter 2 Equal Opportunity Employment***

The Board subscribes to the fullest extent to the principles of dignity of all people and of their labors. It also recognizes that it is both culturally and educationally sound to have persons of diverse backgrounds on the District's staff.

Therefore, it shall be the policy of the District to promote and provide for equal opportunity in recruitment, selection, promotion and dismissal of all personnel.

Every available opportunity shall be taken to assure that the District does not discriminate in any area of employment, including job advertising, pre-employment requirements, recruitment, compensation, fringe benefits, job classifications, promotion, and termination.

The Board of Education of Mapleton Public Schools, as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, national origin, disability, sexual orientation, and/or age in employment decisions. The District is required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended, as well as Board/Superintendent's policies not to discriminate in such a manner.

### **Chapter 3 Rights of Parties**

The Association and its representatives shall have the use of school facilities at reasonable times for Association business meetings at no cost. However, no Association business shall be conducted during the work day.

To the extent that bulletin boards are available within a facility for Association use, the Association shall be able to post notices of its activities and matters of Association concern. The Association will also have access to in-district mail, mailboxes, and e-mail. Copies of all notices or bulletins posted on bulletin boards shall be acknowledged by the Association and made available to the school director, his/her designee, or the supervisor. One copy of any notices must be forwarded to the Superintendent's Designee.

The Board of Education operates and manages its affair in all respects in accordance with its authority, discretions, responsibilities, and powers as set forth under the Constitution and laws of the State of Colorado. The management of the District shall determine the direction of the work force, including but not limited to, the right to hire; the right to discipline or discharge; the right to decide job qualifications for hiring; the right to layoff for lack of work or funds or other reasons; the right to establish or eliminate positions; the right to make rules and regulations governing conduct and safety; the right to determine the mission of the District, and the methods or means by which it is achieved; the right to determine schedules of work; right to subcontract work together with the right to determine the methods, processes and manner of performing work; all of which are vested exclusively in the Board.

The Board, in exercising these functions, shall not discriminate against employees because of their membership in the Association.

The Board shall make available to the Association an advance copy of the agenda for each meeting of the Board, and a copy of all minutes of Board meetings. The Board shall also provide two copies of the Board Policy book and new or changed policies as they are adopted.

#### **Duration of Employment**

A classified employee shall be employed for such time as the District considers his/her services to be necessary. Duration of employment is unspecified and rests solely with the discretion of the District.

As an "at-will" employee, either the classified employee or the District may terminate the employment relationship at any time. In case of termination by the District, the employee shall be entitled to a hearing with the Superintendent's Designee, if requested by the employee within five working days of notification of termination.

This handbook does not constitute a contract between the District and an employee, and its terms and conditions may be changed at any time and for any reason by the District

## **Chapter 4 Dues Deduction**

Whenever an employee individually and voluntarily authorizes the Board to deduct from the employee's salary an amount to cover dues for the specified employees' Association, the Board shall honor such request, and shall transmit the amount so authorized to the treasurer of the Association.

Every employee who desires to authorize such deduction shall file with the Payroll Department, through the office of the Association, a signed and dated Classified Association Salary Deduction Authorization Form. The form shall authorize the District to deduct Association membership dues as certified by the Association from the employee's monthly earnings, and to remit to the Treasurer of the Association such monies. Such form shall include a waiver of all rights and claims against the Board, the District, the officers and the agents thereof, for monies deducted and remitted in accordance with said authorization. The agreement shall also state that such deductions and remittances shall continue from year to year as authorized unless the employee notifies the Payroll Department in writing, on the appropriate form one month in advance, that the employee desires to discontinue or to change such authorization.

Prior to honoring any such dues deduction request, the Association shall file with the Board of Education an agreement signed by the appropriate officers of the Association which shall save the Board harmless from any action growing out of these deductions and commenced by an employee against the Board or the District. The agreement shall also state that it assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the treasurer of the Association, and in the event of any litigation against the Board or the District, its agents or employees, in their official capacity or individually, arising out of this dues deduction process, the Association shall co-defend, indemnify, and hold harmless the members of the Board, the District, its agents or employees, individually or in their official capacity, from any monetary award or any costs arising out of such litigation, including but not limited to attorneys' fees.

The Association shall notify the Board, in writing, of the current rate of membership dues. The board and association members shall be notified of any change in the rate of membership dues at least thirty days prior to the effective date of such change.

If a member of the Association is absent due to sickness, leave of absence, or for another reason had no earning due him/her for the month, no deductions shall be made for that employee for that month.

## **Chapter 5 Grievance Procedure**

**Definition** - A grievance is a claim by an employee that an express provision of the handbook has been improperly interpreted or applied. A permanent employee who has completed six months of employment, and who is damaged by an alleged misinterpretation or misapplication of an expressed term of this handbook, may process a grievance in strict conformity with the procedure and provisions set forth herein. However, any employee may seek redress or readjustment of grievances or complaints by discussion with appropriate District officials without the necessity of consulting with the Association or involving Association representatives in such discussion. Wherever the word "days" is used in this section and is not otherwise specified, that word shall mean calendar days.

Any grievance not initiated or advanced to the next step by the aggrieved employee within the specified time limits shall be deemed abandoned by the employee. Failure at any level of this procedure to communicate the decision in writing to the employee within the specified time limits shall permit the employee to proceed to the next level of this procedure as if a written decision had been rendered upon the last day allowed.

No reprisals shall be taken against any participant in any grievance procedure because of such participation.

### **Level I**

The written grievance must be received by the employee's immediate supervisor within 10 calendar days of the alleged violation or misapplication. The supervisor shall meet with the employee and render a decision in writing within 10 calendar days after receipt of the written grievance.

### **Level II**

If the employee is not satisfied with the Level I decision, he or she may file a written appeal with the Superintendent's Designee. This appeal must be received by the Superintendent's Designee within seven calendar days after the employee receives the Level I decision of the supervisor. The Superintendent's Designee shall meet with the employee and render a written decision within 14 calendar days after receipt of a written appeal from Level I.

### **Level III**

If the employee is not satisfied with the Level II decision, he or she may file a written appeal to the Superintendent. This appeal must be received by the Superintendent within 7 calendar days after the employee receives the Level II written decision. The Superintendent, or the Superintendent's designee, shall meet with the employee and render a written decision within 14 calendar days after receipt of a written appeal from Level II. The Superintendent/designee's decision shall be final and binding.

## **Chapter 6 Working Conditions**

### **Work Year**

Work year for 12-month employees shall consist of 260 days.

Work year for 10-month employees is a range of 210-220 days.

Work year for 9-month employees is a range of 170-186 days.

### **Work Week**

The term work week shall mean that period of time beginning at 12:01 a.m. Sunday and continuing through 12 midnight the following Saturday.

### **Work Day**

An employee working an eight-hour day, exclusive of a thirty-minute duty free lunch period, shall have one 15-minute rest break during the first four hours of work, and one 15-minute rest break during the second four hour period. Employees working five or more hours per day are entitled to a thirty-minute duty free lunch period. The lunch period is not considered part of the scheduled work day. An employee will be permitted to leave school property during his/her assigned lunch period provided the immediate supervisor is notified prior to leaving.

An employee who works between four and six hours a day shall be entitled to only one 15-minute rest break during the work shift. Lunch periods or breaks may not be used to reduce the work day by eliminating one or more of these periods.

### **Overtime**

All overtime must be approved in advance by the employee's supervisor. An employee who works in excess of forty hours during a work week shall be paid for such excess hours, computed in half hour increments, in accordance with the regulations of the Fair Labor Standards Act. Overtime pay shall be compensated at the rate of one and one-half times the regular hourly rate. Over-time pay shall be added to the employee's regular paycheck.

The supervisor shall notify the employee of overtime work performed, and shall have the option of awarding compensatory time in the amount of one and one-half times the amount of time worked in lieu of overtime pay. Compensatory time may not be accrued and must be used in the pay period in which it was earned.

An employee who works overtime and submitted advance written overtime requests shall be notified by the supervisor within five days of the status of his/her request.

In order to minimize the need for over-time, supervisors have the authority to adjust work schedules of an employee in order to meet the needs of the District.

Holidays shall be credited as time worked for an eligible employee.

An employee who is called to work during off-duty time, upon commencing work or who reports for scheduled duty and is released, shall receive at least two and one-half hours of pay.

Employees shall be paid time and one-half of the regular rate of pay for any work in excess of: (1) forty hours per workweek; (2) twelve hours per workday, or (3) twelve consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages.

### **Pay Periods**

An employee shall receive pay via direct deposit on the 15th and the last day of each month with 24 pay periods in each year. Direct deposit statements during the school year shall be distributed to an employee by the supervisors or directors. During the summer months when the employee is not working or the supervisor/director is on vacation, direct deposit statements shall be mailed to the employee's home address.

If a payday falls on a Saturday, Sunday or a holiday, distribution of pay shall occur on the last scheduled business day prior to the normal pay date.

### **Emergency School Closings**

When the Superintendent or his/her designee determines that an emergency school closure is necessary, an employee exempted from working shall receive his/her regular daily rate of pay. An employee who reports for emergency duties shall be released as soon as possible after assigned work is completed.

Emergency team members, employees within the maintenance/custodial departments and the lead custodian of each building, shall report to work as early as possible on emergency closure days.

Emergency team members who work on these declared days shall receive compensatory time at the rate of time and one-half. The compensatory time shall be taken in such a manner as to least disrupt the regular work schedules.

### **Pre-Employment Physical Examinations**

At the time of initial employment for all Bus Driver, Custodian, Food Service, Maintenance, and Special Education Paraprofessional candidates will be required to take a medical examination. The examination shall be performed by a physician designated by the District at no cost to the employee. Any medical requirements shall be related to the specific job or jobs for which the employee is being considered, and shall be consistent with business necessity and the safe performance of the job.

### **Physical Examinations for Other Employees**

Bus Drivers – The Colorado Department of Transportation requires that every bus driver furnish an annual physical examination report to the District. The examination shall be performed by a physician designated by the District at no cost to the driver.

Others - after initial employment, an individual employee may be required by the Board to undergo medical and/or psychological examination by doctors designated by the District. The district shall bear the cost of the examination.

### **Personnel Records**

A classified employee may review material made a part of his/her District personnel record in accordance with the provisions of the law. Within one day of a request, the employee shall be permitted to examine his/her personnel files except for letters of reference or of a confidential nature. An employee shall be permitted to reproduce any material in their files. Personnel records may not be removed from the Human Resources department.

**Pre-Employment Background Screening**

At the time of initial employment, all classified employee candidates will be required to pass a criminal background screening. The background screening will include fingerprints submitted to the Colorado Bureau of Investigation. The fingerprint screening is at the candidate's expense. Candidates are temporary employees until a clear background check is received from the Colorado Bureau of Investigation.

Regular classified employment candidates must be a minimum of 18 years of age.

Any material which is derogatory to an employee's conduct, service, character, health or personality shall not be placed in his/her file until the employee is given the opportunity to read the material, and file a written response to such material. An employee shall acknowledge reading such material by affixing his/her signature on the actual copy to be filed. Such signature only signifies that the material was read and does not necessarily indicate agreement with its content.

**Protection of Personal Property**

The District shall provide an employee with a designated safe place in the building where personal belongings may be stored by lock and key. If personal property is stored in the designated safe place and is damaged, destroyed or stolen in the course of the work shift, the Board shall make reimbursement up to \$500.00 for such personal property or effects. Proof of the nature and amount of loss must be satisfactory to the District.

## **Chapter 7 Probation and Evaluation**

### **Probationary Period**

A newly hired employee shall be placed on probation for the first 180 working days of employment. Prior to completion of the probationary period, the employee's work performance shall be reviewed to determine whether his/her work meets the District's need and expectations. In no event shall this be construed to prevent discharge if the District determines discharge is in the best interest of the District.

A probationary employee is entitled to and may accrue sick leave. Probationary employees who receive vacation may take vacation time as accrued. Earned vacation may be taken with written approval of the supervisor.

### **Purposes of Employee Performance Evaluation**

The goal of the Classified Employee Performance Evaluation system is to ensure the highest quality of support services for the District's student's staff and community.

Specifically, this system is designed to:

- Promote and improve communications between the employee and supervisor.
- Provide insight and feedback regarding an employee's performance, including areas of strength, opportunities for growth, and needs for improvement.
- Provide recognition for outstanding performance.
- Ensure that consistent procedures and uniform performance standards are used for the evaluation of all employees who hold the same position.
- Explain the rights and responsibilities of the employee and employer in the evaluation process.
- Provide information to assist in personnel decisions, including promotions, transfers and terminations.

### **Designation of Evaluators**

Evaluations of an employee's performance shall be completed by the immediate supervisor as indicated on classified position descriptions. Input may be secured from other administrators/supervisors as needed to complete the evaluation. At the beginning of the school year, supervisors shall discuss with the employee the evaluation criterion and process.

### **Schedule of Evaluations**

A probationary employee shall be evaluated after 90 working days, or annually during the month of May, which ever occurs first.

All employees, other than probationary, shall be evaluated a minimum of one time annually during the month of May. A regular employee changing positions shall also be evaluated after 90 working days and 180 working days in the new position.

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

Annual evaluations shall be reviewed by the evaluator with the individual employee. The employee may attach written comments to the evaluation form within 10 business days of the annual evaluation meeting. He/She shall also receive a copy of the signed evaluation. The employee's signature on the evaluation forms shall indicate he/she read the evaluation, but does not necessarily indicate agreement with the contents.

If job performance expectations are not being met, the employee may be placed on a growth plan by his or her supervisor to address performance-related issues.

## **Chapter 8 Vacancies and Transfers**

### **Vacancies and Transfers**

When a declared vacancy occurs, or a new position is created which the District intends to fill, the District will post a notice of such vacancy/position for at least five working days stating the qualifications desired/required. Said notice shall note the date of posting, and a copy of same shall be forwarded to each identifiable classified work unit in the District. The date of the posting shall be counted as a posted day for the purpose of this Article. A District employee desiring to transfer or promote to this position shall submit a letter of interest to the Superintendent's Designee. All District applicants that meet the minimum requirements of the position, posted on the vacancy announcement, shall be interviewed by the appropriate administrator(s) and/or supervisor(s).

Appointment will be made by the District on the basis of the best qualified person from all applicants. Consideration will be given to evaluations, education, job experience, length of service and other relevant job qualifications. Placement on the salary schedule is not related to District length of service. Where qualifications are substantially equal, a current District employee shall have preference over outside applicants. A current District employee who applied for transfer will be advised of the disposition of his/her request.

### **Temporary Vacancies**

When an employee is temporarily assigned the duties of a higher position for a period in excess of six working days, the employee shall be compensated at the rate of pay for the higher classification or position from the seventh day of appointment to such position. In determining the appropriate rate of compensation, the temporary placement or advancement shall be treated consistent with the provisions of this handbook. These provisions do not apply to appointments of administrative supervisory positions.

## **Chapter 9 Administrative Transfer and Reclassification**

When an employment situation requires a change in the staffing of a current employee, as identified by the Superintendent's Designee and the appropriate director, a vacancy need not be declared, and an administrative transfer may be completed. Administrative transfers shall be appropriate in the following situations:

- A personality conflict either between an affected employee and another employee, or the affected employee and the supervisor where such conflict has a material and adverse effect on the District's operations or presents an adverse situation for employees.
- Inability on the part of an employee to perform required work.
- A change in District operations and/or programming which modifies and changes job responsibilities of an affected employee.
- A lateral move to a position of the same title and classification where a vacancy exists, and when such move causes a vacancy in a position of the same title and classification.
- All administrative transfers shall be made after consultation with the affected employee. An employee so transferred shall have the opportunity to place explanatory documents in his/her personnel file pertaining to the administrative transfer.

Administrative transfer provisions shall apply in all cases of school closures or mergers.

A Director, with the advance approval of the Superintendent's Designee, may identify a temporary need for the assignment of one or more employees to a position other than one which they normally occupy. When such a circumstance is identified to the satisfaction of the Superintendent's Designee, that temporary vacancy shall not be deemed a vacancy within the meaning of the above. Temporary vacancies are intended to include shortage or absence of staff due to illness, injury, vacation, other scheduled or unscheduled temporary staff shortages or emergency situations.

### **Reclassification/Transfer with Salary Change**

Effective July 1, 2010. When a current employee is selected to fill a posted vacancy or a new position, and the position is in a higher classification than the employee's present position, placement on the new classification schedule shall be determined by evaluating the experience and education that is directly related to the new position. Should an employee be selected to fill a posted vacancy or new position, and the position is to a lower classification, he/she shall retain the same salary as currently earning provided that salary is within the range of the position to which he/she has transferred. In no event shall the employee be paid in excess of the maximum rate of pay for the classification or position to which he/she is demoted via reclassification of position.

Should a current employee's move involve changing from a ten-month to a twelve-month position or from a twelve-month to a ten-month position, location on the new schedule shall be determined in the same manner, but based on the hourly rate.

An employee will be paid a rate of compensation which is within the salary range at the level at which that position is placed on the salary schedule. In no event shall the provisions of this handbook be construed to require an employee to accept a rate of compensation which is below the minimum rate on the compensation schedule, nor shall these provisions be construed to allow an employee a rate of compensation above the maximum rate identified for that classification or position.

When a position is reclassified to a lower salary level, employees affected should be so notified within a reasonable time.

Salary change adjustments prior to June 30, 2010 are not eligible for the reclassification/transfer with salary change provision effective July 1, 2010.

## **Chapter 10 Disciplines, Dismissal, Resignation**

### **Discipline and Discharge**

The District may discipline an employee when appropriate reasons exist, and it shall apply where appropriate the concept of progressive discipline. The steps to be utilized in the procedure include:

**Oral Warnings** - indicating the infraction; if the same infraction is repeated may result in a written warning.

**Written Warnings** - stating specific infraction and indicating timeliness for improvement; warning that if the infraction is repeated the discipline shall be suspension with or without pay.

**Administrative Leave** - The employee is directed to be away from work, with or without pay, to spend the time deciding whether he/she will be willing to return to work with a firm commitment to abide by District policy and expectations, and the supervisor, in conjunction with the Superintendent or Designee, will determine employee's eligibility to continue employment in the District, given final written warning..

**Dismissal, or in some cases demotion.** - When, in the judgment of the supervisor, there are extenuating circumstances; discipline can begin at any level, including dismissal. Additionally, one or more steps of the procedure may be repeated or skipped as circumstances warrant. Discipline shall be subject to the grievance procedure of this handbook. In case of dismissal the employee shall be entitled to a hearing, with the Superintendent's Designee, if requested, within 5 working days of notification of dismissal.

The following are examples of reasons or causes which disrupt harmonious employment working relations, negatively affect individual productiveness, and/or hinder the functional operations of the District, department, or a specific position, and as such are grounds for discipline. Reasons for disciplinary action include but are not limited to the following:

- A. Incompetency or inefficiency in the performance of assigned duties.
- B. Insubordination, refusal to do assigned work or to follow instructions, unless such instruction is injurious to employees or general public's health and welfare.
- C. Theft or intentional destruction of District property.
- D. Carelessness or negligence in the performance of duty.
- E. Taking or using District property without proper authorization or negligence in the care of or use of District property when authorized.
- F. Possession or drinking of alcoholic beverages on the job, or reporting to work while intoxicated.
- G. Possession of, addiction to, or use of narcotics or habit forming drugs without prescriptions.
- H. Personal conduct which reflects unfavorably on the District or tends to injure public service.
- I. Engaging in political or union activity during working hours of employment.

- J. Conviction of a crime involving moral turpitude or a felony.
- K. Arrest for a sex offense.
- L. Repeated and inexcusable absences or tardiness in reporting to assigned position.
- M. Repeated instances of absence for ordinarily excusable reasons after sick leave benefits have been exhausted.
- N. Abuse of employee privileges including, but not limited to, sick leave.
- O. Fraud in securing employment, including but not limited to, falsification of data on application forms, employment records, time sheets, or other information required by the District.
- P. Violation or refusal to obey safety rules or regulations of the Board of Education or any appropriate state or local government agency.
- Q. Offering anything of value or offering any service in exchange for special treatment in connection with the job or employment, or accepting something of value or any service in exchange for granting special treatment to a fellow employee or to the public.
- R. Willful violation of any rule or regulation of the Board of Education.
- S. Abandonment of a position or absence without notification.
- T. Advocacy of overthrow of federal, state, or local government by force, violence or unlawful means.

### **Dismissal**

The District shall provide the employee with two weeks notice of anticipated dismissal unless dismissal is for violation of District policies or handbook procedures, or conviction of a felony. The District may pay an employee the equivalent of two weeks pay in lieu of a two week notice.

As an "at-will" employee, the District may terminate the employment relationship at any time. In case of dismissal by the District, the employee shall be entitled to a hearing with the Superintendent's Designee, if requested by the employee within 5 working days of notification of dismissal.

### **Resignation**

As an "at-will" employee, the employee may terminate the employment relationship at any time. An employee shall give the Department of Human Resources at least two weeks notice exclusive of vacation and sick time of his/her resignation from employment with the District. Exceptions may be granted upon application to and approval by the Superintendent's Designee.

## **Chapter 11 Reduction in Force**

### **Reduction in Force**

In the event of a staff reduction (see Rights of Parties section), seniority, interchangeability of skills, job performance, and ability to do the work within a classification, shall be the factors to be considered for job retention. In the exceptional case where two or more employees are considered equal in all aspects reflected above, years of District service shall then be considered.

An employee who is to be reduced shall be notified in writing at least two weeks prior to the effective date of reduction. A list of those employees being reduced shall be forwarded to the Association on the same date that the notice of reduction is issued to the employees.

Reduced employees will be added to the District's recall list and will remain on said list for twelve months.

### **Re-Employment by Recall**

When a vacancy occurs within a classification, all qualified employees on the recall list shall be notified of the available position. Notification will also be sent to the president of the Association. Upon receiving the notification, the notified employee(s) will then have five business days to notify the District of his/her interest of the position. All interested employees on the recall list that meet the minimum requirements of the position shall be interviewed by the appropriate administrator and/or supervisor. Seniority, interchangeability of skills, past job performance, ability to do the work within a classification, and years of service within the classification shall all be considered by the administrator/supervisor.

If no suitable candidate is found the administrator can then interview all other interested candidates.

If the employee selected for the vacancy is employed elsewhere and desires to return to the District, the employee will have two weeks to return in order to provide notice to other employers.

## **Chapter 12 Time-Off Benefits**

### **Sick Leave Eligibility**

Absence by reason of illness, injury or business of the employee or members of an employee's immediate household or family shall be governed by the following provisions. Sick leave shall be granted by the District to all employees as listed:

All full time employees – 1 day of leave for each month worked.

Hourly employees – 1 hour leave for each 20 hours.

Unused sick leave may be accumulated up to 150 days. Sick leave may not be used for recreational purposes. No more than three days per year (September 1 – August 31) may be utilized for personal leave (business and/or related situations which cannot be conducted outside of the employee's work day). Such leave shall not be granted on the last day before or the first day after a holiday or period of vacation or intermission, except, in the case of unforeseen emergency circumstances, which must be approved by the Superintendent's Designee. Any employee using sick leave for an extended period of illness or under any circumstances where there is a factual basis to support the provisions of this chapter are being abused, the supervisor may require a medical statement to support such illness.

These benefits shall be pro-rated for a part-time employee based on hours worked per day. No compensation shall be made for unused sick leave unless an employee qualifies for compensation under separation from the District.

An employee who has completed at least seven years of service in the District shall be compensated for all unused sick leave at 60% of the employee's daily rate to a maximum of 90 days upon permanent separation by voluntary resignation, retirement, or disability. The payment shall be calculated at the employee's regular daily rate of pay in effect on the day preceding separation.

### **Absences and Reporting**

It is the sole responsibility of the employee who is going to be absent to notify his/her immediate supervisor. An absence must be reported no less than one hour prior to the beginning of the work shift, except in the case of an emergency. Calls after the workday begins should occur only in emergency situations. An employee shall indicate to the supervisor the reason for the absence (illness, personal business, etc.) Absence forms must be completed upon return to duty.

### **Bereavement Leave**

The Board will grant all employees up to three (3) days of bereavement leave for a death that occurs within the State of Colorado and five (5) days when the death occurs outside of the State of Colorado. The bereavement leave is applicable for each death where the employee is directly affected by a significant human loss.

In exceptional cases where extension of bereavement leave is necessary, additional days will be deducted from the employee's established cumulative leave.

Bereavement leave will be non-accumulating.

Within 30 days upon return from bereavement leave, the employee will complete a form documenting the use of the bereavement leave.

The use of bereavement leave is subject to review by the employee's supervisor and the Superintendent's Designee. If the employee's supervisor and the Superintendent's Designee determines that the use of bereavement leave was used inappropriately, days used will be charged to the employee's cumulative leave days.

### **Parental Leave**

Parental leave may be granted for the purpose of prenatal care, childbirth, or childcare. Leave for childcare must commence within 60 calendar days of birth. This leave may be granted to either parent. If both parents are employed by the District, they must elect which one shall take the leave.

Parental leave may be combined with cumulative leave during that period in which an employee is physically disabled and only to the extent of cumulative days accrued. Extended leave shall be without pay.

An application for parental leave must be made in writing to the Superintendent's Designee at least 30 days prior to the beginning date of the requested leave. The application must indicate the possible duration of the leave and if the leave shall be limited to the actual period of disability.

As with any other disability, the District may ask for supporting medical documentation at the time of the request and prior to returning to work.

At least 30 days prior to the conclusion of the parental leave, the employee shall notify the District in writing as to intent to return. Upon return the employee shall be assured of either a former position or a similar position for which he/she is qualified.

An employee on parental leave may continue the District health insurance, life insurance, dental insurance, and disability insurance coverage at his/her own expense unless under provisions of the Family Medical Leave Act. Such leave shall not be considered an interruption of service, but longevity shall not be accrued during the period of leave.

### **Family Medical Leave**

The Family & Medical Leave Act (FMLA) allows "eligible" employees to take off up to 12 work weeks in any 12 month period for the birth or adoption of a child, to care for a family member, or if the employee themselves has serious health condition.

An "eligible" employee is an employee who has been employed by the employer for at least 12 months and worked at least 1,250 hours. The 12 months do not need to be consecutive. You are only an "eligible" employee if your employer employs 50 or more employees within 75 miles of the worksite.

FMLA can be taken on an intermittent basis allowing the employee to work on a less than full-time schedule.

The employee is entitled to have their benefits maintained, but they must continue to pay their portion during the leave. The employee also has the right to return to the same or equivalent position, pay, and benefits at the conclusion of their leave.

The eligible employee must provide 30 day advance notice for foreseeable events. The employer is allowed to ask the employee to obtain a certification from a medical provider testifying to the need for the employee to take the leave for themselves or for the family member. Upon completion of the leave the employer is allowed to require the employee to obtain a certification of fitness to return to work when the leave was due to the employee's own health concerns. The employer can delay the start of FMLA for 30 days if the employee does not provide advance notice, and/or until the employee can provide certification from a medical provider.

If you and your spouse both work for the same employer, you cannot each take 12 weeks off for the birth of a child, when adopting a child, or to care for a parent with a serious health condition.

### **Military Leave**

Military leave shall be granted in accordance with applicable state and federal laws.

### **Jury Duty Leave**

All classified employees are eligible for jury duty leave. An employee called for jury duty during the day shift shall be granted leave. The employee shall receive his/her regular pay based on the hours the employee is normally scheduled to work. An employee must first pay the District any jury duty fees, excluding mileage and parking reimbursement which he/she receives. Mileage compensation as well as jury duty or witness fees earned during holidays or vacation time shall be retained by the employee. An employee who reports to the court for jury duty but is excused for the day or within reasonable time, shall return to District assignment.

An employee who is subpoenaed to appear in court on behalf of the District shall receive time off with pay upon submittal to the District any fees received for court appearance. This provision does not apply in any instance outside of District involvement unless it arises out of his/her performance of regular District duties and responsibilities.

### **Unpaid Leave**

Unpaid leave could be appropriate for all other types of leave not listed previously. A classified employee may request a short term unpaid leave for up to ten working days. Request shall be submitted in writing to the Superintendent's Designee. An employee who requests an unpaid leave for more than ten working days shall submit a written request to the Board of Education for approval.

Other leaves of absence without pay may be considered on their own merits and recommended to the Board.

### **Holidays**

A full-time, 12-month employee shall be entitled to Board approved holidays adopted annually in the calendar. They normally consist of the following however are subject to change. The floating holiday will be determined by the Board at the beginning of each school year.

Labor Day	1 day
Thanksgiving	2 days
Christmas	2 days
New Year's Day	2 days
Martin Luther King Day	1 day
President's Day	1 day

Memorial Day	1 day
Independence Day	1 day
Board Approved Floating Holiday	1 day

If a holiday falls on a Saturday, the previous day shall be considered a holiday. If a holiday falls on a Sunday, the following day shall be considered a holiday.

**Vacation**

A full-time 12-month employee is entitled to paid vacation time according to the following schedule:

**Years Completed**

Service

Vacation Earned

1-3	10 days/year	-	.4167 day/pay period
4-9	15 days/year	-	.6250 day/pay period
10-15	18 days/year	-	.75 day/pay period
16+	20 days/year	-	.8334 day/pay period

A full-time, 12-month employee who is eligible for paid vacations shall schedule them with his/her immediate supervisor. Vacations may be scheduled at any time during the year; however, consideration shall be given to the time that would be most appropriate for the employee to be absent. An employee may be required to split vacation time. If a paid holiday occurs within the vacation period, the holiday shall not be considered part of the vacation time. Any deviation must be approved by the Superintendent's designee.

Supervisors shall be responsible for scheduling vacations for the employee to ensure continuous and efficient operations.

At an employee's request, only earned vacation time may be scheduled for an absence due to illness or accident by making arrangements in writing with the appropriate supervisor.

**General Provisions**

The District shall not pay for unused accrued vacation time except upon termination of employment. An employee who resigns or whose employment is terminated shall receive full compensation for earned unused vacation time for which he/she is entitled at the time of severance to the nearest one-half day.

Vacation pay shall be computed at the employee's base rate and shall not include any differential pay such as overtime, extra work or shift differential.

A new employee begins to earn vacation time as of the hire date, and may take vacation days as accrued.

Employees may roll over up to five vacation days each year based on anniversary date.

## **Chapter 13 Other Benefits**

### **Health Insurance**

For the 2011-2012 school year the Board will contribute a maximum of \$387.29 per month towards the individual premium cost of group health insurance for all regular full-time employees. An employee who works at least 20 hours per week but less than 40 hours a week will be eligible to a pro-rata portion of the premium based on the number of hours worked daily.

All classified employees who qualify are eligible for the District paid premium on a 12 month basis. All classified employees who work at least 4 hours per day are eligible to purchase District family medical insurance coverage at their expense.

### **Dental Insurance**

The District shall pay the employee-only premium for group dental coverage for each full-time classified employee to a maximum of \$23.76 per month. A part-time employee working at least 20 hours per week is eligible for a pro rata premium.

For Transportation (permanent route Bus Drivers only) the District will cover health and dental insurance premiums for employees working 30 hours or more, commensurate with a 40 hour a week employee.

All classified employees are eligible to purchase District family medical and dental insurance coverage at their expense.

Employee Assistance Program (E.A.P.) is confidential individual assistance and support service designed to help employees to cope with personal problems that adversely affect their lives, behavior, and/or performance. The District will provide an Employee Assistance Program for all full time Classified Employees working 4 hours or more.

### **Life Insurance**

Effective from the date of employment, classified employees who work at least 20 hours per week shall be eligible for coverage by group life insurance in an amount equal to \$1,500.00 for each \$1,000.00 of annual base salary to a maximum coverage of \$150,000.00. The amount of coverage is automatically adjusted to reflect changes in base salary.

### **Liability Insurance**

The Mapleton Public Schools District provides liability coverage for an employee who is acting "in the course and scope of his or her employment" with the District.

This liability coverage includes legal representation if a lawsuit is filed against an employee. Coverage is up to \$2,000,000 for each employee for general liability, professional liability, and legally required Worker's Compensation insurance.

### **Long Term Disability Insurance**

A classified employee who works a minimum of 25 hours per week shall be eligible for long-term disability insurance coverage. If the insured employee becomes totally disabled (unable to perform each and every duty of his regular position) for 30 calendar days, upon approval by the insurance provider, this insurance shall pay 60% of his/her monthly income to a maximum of \$2,500.00 per month until age 65 if the employee was disabled before the age of 60. If the employee is 60 years old or older the above maximum periods payable vary based upon the

age of the insured when total disability begins. No benefits are payable beyond the age of 70 years. The District shall pay for this coverage.

### **Unemployment Insurance**

Unemployment coverage is available to an employee in accordance with applicable state laws.

### **Workers Compensation**

Workers Compensation coverage is available to a District employee in accordance with applicable state laws.

### **Accidents**

An employee is required to report all work related accidents to the immediate supervisor and to the Superintendent's Designee within 24 hours on District forms.

The employee is also required to report all work related illnesses immediately upon diagnosis. Failure to do so may jeopardize the employee's eligibility for workers compensation benefits. If the injury or disability is determined non compensable, any payments made by the District to the employee shall be charged against the employee's accumulated sick leave.

### **Public Employees Retirement Association (PERA)**

A District employee shall participate in the Public Employees Retirement Association in which both the employee and the District make monthly contributions.

### **Transitional Retirement Option Eligibility:**

1. Currently employed by the district performing a service each work day or be in pay status using temporary leave.
2. Complete a full contract year for the number of days as specified in the current job classification for a minimum of four (4) hours each day.
3. Any classified employee who is discharged will not receive the retirement incentives.
4. An employee can participate only once in any retirement plan.
5. Any employee who is eligible for the Public Employee's Retirement Association (PERA) retirement income will be eligible for one year of the Transitional Retirement Option from the Mapleton School District.

### **Transitional Retirement Conditions:**

1. The employee will elect to take PERA retirement but will work for Mapleton School District as an employee for the contract year immediately following the date of retirement.
2. During the transitional year the employee will be placed on the salary schedule commensurate with placement had the employee not elected retirement.
3. Every effort will be made to return the employee to his/her current position.
4. Participation in the Transitional Retirement Option is for salary-only payment (excluding benefits).
5. Participants will be eligible for ten (10) sick leave days.
6. The Board of Education retains exclusive and explicit rights to revise or eliminate the Transitional Retirement Option.
7. Retirees who return to work are required to make contributions at the same rate as all members working for that employer. Such contributions are nonrefundable and would not accrue a benefit nor be deposited into the PERA member account.

**Mileage Reimbursement**

A classified employee required to travel in his/her work assignment shall be reimbursed by the District at the current rate as established by the Board of Education. Reimbursement shall be made quarterly.

## **Chapter 14 Professional Growth**

### **Tuition Assistance**

**Eligibility:** Regular classified employees may be eligible for professional growth opportunities through tuition assistance. If Tuition Assistance funds are available, the District will determine the annual allocation and will notify all eligible classified employees. Exclusions shall be temporary and substitute employees as defined within the Classified Employee Handbook.

**Courses:** If the district determines that a particular course of education or training is necessary or required for the performance of duties and/or to increase the professional levels within the classified employee group, the district will pay the tuition expenses of the employee undergoing said training.

**Other Courses/Training Programs:** Other courses or training programs which are not necessarily required for the current job but are substantially related to district positions would receive district support in the form of tuition/fees/books/certification exams assistance based on available funds.

**Fees:** Registration, college, lab/program, distance learning, student, occupational programs, or any fees directly related to the educational course.

**Approval of Professional Plan:** The employee must first request approval from his or her immediate supervisor. Once approved, the employee will submit their professional plan to the Mapleton Human Resources department for approval. The written professional plan will include a timeline of course work, specific course work planned, and institutional accreditation information. Employees must meet all applicable and pertinent requirements of the program. The requested course/training program may not impact the employee's work schedule.

The District will respond in writing to all submissions filed within seven (7) working days.

**Repayment of Tuition Assistance:** Employees who receive reimbursement monies will sign an agreement to repay the District for funds received should they: resign within twelve (12) months of receiving such funds, receive a C or lower (receive a Pass/Fail grade of Fail), or fail to receive certification in any approved course of study.

**Annual Tuition Assistance Allocation:** The District will determine the annual allocation available for tuition assistance and will notify all eligible classified employees as funds become available.