

Bromley East Charter School Employee Handbook



2011-2012

Revised August 2011

Welcome to Bromley East Charter School

It is not possible to anticipate or address every situation that may arise in the workplace. This handbook is intended to provide guidance and information to all Bromley East Charter School staff members in the performance of their duties, however, this does not supersede the employee contract. All Bromley East Charter School employees are at-will employees. Bromley East Charter School or employees of may terminate the relationship at any time, with or without prior notice, warning, procedure or formality, for any reason or no reason, with Bromley East's only obligation being the payment of wages earned and benefits vested through the last day worked. The nature, the terms or conditions of Bromley East Charter School employees' employment cannot be changed by any oral representation, custom, habit, or practice. Bromley East Charter School reserves the right to change, replace, withdraw, or deviate from any or all of the guidelines or practices without prior notice.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy (either a hard copy or electronic copy) of Bromley East Charter School employment guidelines, practices, and requirements. I understand Bromley East Charter School guidelines, practices, and requirements are not a contract and impose no legal obligation on Bromley East Charter School. No Employee Handbook provision or collection of provisions creates an express or implied contract or other legal rights as to duration or any other condition of employment. Bromley East Charter School reserves the right to change the Employee Handbook provisions at any time without prior notice.

Employee Signature _____ Date _____

Employee's Printed Name _____

Each employee will be asked to sign a copy of the above acknowledgement. Signed copies will be maintained in the employee's personnel file.

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1.1 EQUAL EMPLOYMENT OPPORTUNITY

1.1.1 Purpose

Bromley East Charter School is committed to the principle and practice of equal employment opportunity for all persons without regard to race, color, religion, age, sex, sexual orientation, ancestry, national origin, genetic information, pregnancy, disability, disabled or Vietnam era veteran status, marital status or participation in lawful activities away from work, consistent with job qualifications and safe performance of work requirement.

1.1.2 Authority

The principal is responsible for implementing the equal employment policy, and may designate such personnel as he/she deems appropriate to implement the policy.

1.1.3 Responsibility

All administrators or supervisors shall be made aware of this policy, and shall fulfill their responsibilities in a manner which reflects and fosters the School's equal employment policy. All other employees are expected to conduct themselves at work in a way consistent with this policy and are expected to deal fairly and courteously with one another to ensure a work environment free of intimidation and harassment. Ethnic, racist, or sexist slurs or other personal derogation are offensive and unacceptable employee behavior. Sexual harassment can include unlawful and unacceptable sex discrimination and may include unwelcome requests for sexual favors in exchange for job benefits and/or other verbal or physical conduct of a sexual nature that creates a hostile working environment.

1.1.4 Implementation

Any employee who violates this policy commits misconduct for which appropriate discipline may be imposed, up to and including termination. Any employee who believes s/he has been subjected to unlawful discrimination or harassment should make a complaint to his/her immediate supervisor, if appropriate, or principal. Employees are encouraged to contact the principal's office for information on making complaints or filing complaints. If the person to whom an employee would report is involved in alleged discriminatory harassment, the employee is NOT required to report to that person and may instead go directly to the principal or to the President of the Board of Directors.

1.2 ORGANIZATIONAL STRUCTURE

1.2.1 Board of Directors

Bromley East Charter School exists to provide the community with a high quality, responsive educational alternative to conventional district schools. As such, the parents, through an elected board of volunteer directors, govern the school. The board is charged with establishing policy consistent with the school's mission and vision statements in accordance with the Bylaws and all applicable Federal and state laws governing public educational institutions.

1.2.2 Administration

The Board of Directors in turn selects, hires, and supervises the school's principal. The principal is responsible for the day-to-day operations of the school, as well as implementing the policies established by the Board, consistent with all applicable Federal laws, Colorado state laws, Colorado Department of Education regulations, and all applicable requirements under the charter agreement between Bromley East Charter School and School District 27J.

1.2.3 Faculty and Staff

The principal and assistant principals are responsible for selection and hiring of faculty members and support staff. The administration is obligated to conduct their interactions with all faculty and staff members in accordance with all applicable Federal and state laws as well as the policies set forth in this Employee Handbook. Faculty and staff members are likewise obligated to conduct themselves in accordance with the provisions of this Employee Handbook.

2.1 GRIEVANCE PROCEDURE

Employees are encouraged to resolve disputes in a professional manner, at the lowest possible level. When an employment-related dispute cannot be resolved informally, the employee will submit a written request for assistance to their immediate supervisor, who will proceed as he/she deems appropriate to resolve the dispute in a manner consistent with the best interests of the school and the employee. If the dispute is with the employee's immediate supervisor, then the employee should submit the written request for assistance to the next higher level of supervision who shall proceed as above. The principal (or assistant principal) shall provide the aggrieved employee with a written copy of the proposed resolution in as expeditious a manner as practical. If the aggrieved employee is not satisfied with the proposed resolution he/she may choose to appeal to the BECS board of directors. Employees should understand that the Board relies upon school administration to make operational decisions and will decline to hear such matters until and unless resolution has been attempted in accordance with the process specified above. Any decision by the board is final and not subject to further appeal.

The aggrieved employee may file an appeal to the Board through the principal, who will submit the substance of the grievance and any response, in writing, to each of the school board members as soon as practicable, and shall place the item on the agenda for the next regularly scheduled board meeting. The board may choose to hear the employee's grievance in open session, or executive session, as prescribed by applicable law.

In preparation for a hearing by the Board, the grieving employee should submit a full account of the grievance, including any documents that may help the Board consider the matter objectively and completely. The principal may also offer a written response to the employee's grievance, if such would be appropriate.

The Board will make every attempt to resolve the dispute in an expeditious manner, but reserves the right to request further information, as well as continue the hearing and/or discussion phases at subsequent meetings in order to render as fair and appropriate a decision as possible. The Board shall communicate its decision in writing directly to the aggrieved employee as soon as practicable after the decision is rendered. The principal shall be provided with a written copy of the board's decision.

2.2 BOARD COMMUNICATION WITH STAFF

All official communications, policies, and directives of staff interest and concern will be communicated to staff members through the principal, who is responsible to keep staff fully informed of the Board's policies, concerns, and actions.

Board Member Visits to Schools:

Board members recognize that their presence in the school could be subject to a variety of interpretations by school employees. Therefore, individual board members interested in visiting the school or classrooms will inform the principal of such visits, when visiting in a board member capacity.

3.1 STAFF EMPLOYMENT

As permitted by Colorado law, the School hires its employees "at will." This means that either the employer or the employee may terminate the working relationship at any time, with or without cause, with or without explanation, and with or without any particular period or form of advance notice. This also means that employees have no "property right" in their employment.

All employees are hired "at will".

Listed in section 4.1 are examples of some forms of conduct that will lead to serious consequences for employees. Listing these examples does not in any way limit the right of the employer to terminate employment at any time, with or without advance notice or any particular form of procedure, for any reason permitted by law.

All staff members have a responsibility to make themselves familiar with, and abide by, the laws of the state and federal laws and the policies of the Board, and the regulations designed to implement them.

The following specific required responsibilities are essential to the success of the ongoing operations and instructional program in Bromley East Charter School:

- Faithfulness and promptness in attendance at work.
- Support and enforcement of policies of the Board and regulations of the school administration, in regard to students.
- Diligence in submitting required reports promptly at the times specified.
- Care and protection of school property.
- Concern and attention for their own and others' legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times. In their association with students, all school employees will set examples that are an important part of the educational process. Their manner, courteousness, industry, and attitudes establish models that affect the development of young people. The Board expects its staff members to be exemplary models, as well as to provide exemplary instruction.

A complete background check will be done at the time the employee is hired, and are updated periodically.

3.2 Suspension/Termination Hearing

As stated in Section 3.1, BECS is an "at will" employer. The Board of Directors is the employer of record, and as such delegates the responsibility and authority to interview and hire staff members to BECS' principal.

3.2.1 Termination for Cause

In the event BECS administration should determine the need for an emergency termination “for cause” of any faculty member/s, the faculty member/s in question shall immediately be placed on administrative leave with pay. Administration shall notify the board president, or in the event the president is unavailable, the board vice-president, by telephone or in person within twenty-four hours, of the decision to terminate the faculty member, and the reasons for termination. The president, or in the event the president is unavailable, the vice-president, within seven days of receipt of administration’s intention to terminate, will convene a quorum of the board in executive session for the purpose of reviewing the circumstances, and confirming the decision to terminate.

3.1.2. Non-renewal of Contract:

Under Colorado Law, BECS is an “at will” employer. This gives BECS administration an additional tool to insure that all faculty members consistently meet BECS high standards of instructional performance. No employee of an at-will employer possesses the right of continued employment if, in the view of the employer, the employee is not performing according to the established standard. Likewise, employees are free to leave employment at any time without being encumbered by a fixed term of employment.

4.1 STAFF ETHICS

4.1.1 Staff Ethics/Conflict of Interest

Employees of the school will not engage in any activity that conflicts, or raises a reasonable question of conflict, with their responsibilities in the school. They are prohibited from engaging in activities that may be considered unethical. Although the following does not serve to be all-inclusive, it provides a framework for staff professional behavior. Employees may be disciplined, including possible termination, for unethical conduct.

Some examples of misconduct are as follows:

- Insubordination;
- Abuse, misuse, theft, or the unauthorized possession or removal of school property or the personal property of others;
- Falsifying or making a material omission on school records, reports, or other documents, including payroll, personnel, and employment records;
- Divulging confidential school information to unauthorized persons;
- Disorderly conduct on school property or in the presence of students or their parents, including fighting or attempted bodily injury, or the use of profane, abusive, or threatening language toward others, or the possession of a weapon;
- Behavior that violates any law, whether or not the employee is prosecuted, which adversely affects the school's interests;
- Conviction in court or a guilty or nolo contendere plea to any crime which may cause the employee to be regarded as unsuitable for continued employment;
- Violation of the alcohol, drugs, and controlled substances policy;
- Marking or signing the time record of another employee or knowingly allowing another employee to mark or sign your time record;
- Neglect of assigned or defined duties;

- Entering into or attempting to enter into any contract representing Bromley East Charter School.
- Soliciting or receiving compensation, other than what is allowed by law.
- Failing to take immediate action to supervise an errant student, despite the fact that said student may be assigned to another faculty member.

5.1 STAFF CONDUCT

In addition to the high moral and ethical behavior expected of the members of Bromley East Charter School staff, the Board reaffirms one of the oldest beliefs in education: One of the best methods of instruction is that of setting a good example.

Students emulate teachers and administrators in behavior and dress, and all staff members should conduct themselves with this in mind. All employees are required to dress appropriately so as to present a professional image to students, parents, and the community. Employees need to be aware that their dress reflects the school.

Employees may follow the student dress code. This includes the appropriate colors and styles listed in the Parent/Student Handbook. However, employees should not wear shorts, nor jeans of any color. Spirit days are the only exception to this rule on which days jeans are permissible. Employees are encouraged to wear professional casual dress attire. However, no tight or suggestive styles of clothing such as short skirts, low-cut tops or blouses, shirts that expose the midriff or tight pants will be allowed. Although students are prohibited from wearing open-toed shoes, staff members may wear professional open-toed footwear. Flips flops or shower shoes are not permitted. Because we are role models to our students, and safety is of utmost concern, staff.

5.1.2 INTERNET AGREEMENT

All staff members will be required to sign an Internet Use Agreement prior to using the school's computers. The agreement is as follows:

Introduction:

Electronic information resources are available to qualifying students and staff of the Bromley East Charter School. These resources include access to the Internet and other network files or accounts. Our goal in providing electronic services to students and staff is to promote educational excellence by facilitating resource sharing, innovation, and communication.

Scope:

Worldwide access to computers and people may involve the availability of materials considered to be inappropriate, illegal, or of no educational value. On a global network it is virtually impossible to control all materials. However, through a filtering and monitoring system, Bromley East Charter School has taken precautions to restrict access to inappropriate materials. Users who access, publish or attempt to access or publish inappropriate material or illegal Internet sites, will be subject to discipline and/or legal action; which may include the possibility of termination.

The smooth operation of the network is dependent upon the proper conduct of the users who must adhere to strict guidelines, rules and regulations. Such are provided so that student/staff

users are aware of the responsibilities they are about to accept. In general, their responsibilities necessitate acceptable, ethical, and appropriate utilization of the electronic network resources.

Terms and Conditions of this Acceptable Use Agreement:

1. **Acceptable Use:** Acceptable use means that a staff member uses the Internet and other electronic information resources in an appropriate manner, abiding by the rules and regulations as described in this agreement. If staff members “publish” on the Internet, he/she must abide by the approved publishing procedures and Bromley East Charter School guidelines

2. **Privileges:** The use of electronic information resources is a privilege, not a right. Inappropriate use of these resources may result in disciplinary action (including the possibility of termination and/or referral to legal authorities. The principal, teacher/supervisor or systems administrator may limit, suspend or revoke access to electronic resources at any time.

3. **Network Etiquette:** Each staff member is expected to abide by the generally accepted rules of user etiquette. These rules include, but are not limited to the following: Be polite. Never send or encourage others to send abusive messages. Use appropriate language. (Whatever is written, sent, or received on an isolated terminal has the potential to be viewed globally.) Use of electronic mail appropriately, no sales, advertisements or solicitations, etc. E-mail is not guaranteed to be private. Everyone on the system has potential access to mail. Messages relating to or in support of illegal activities or inappropriate activities, as pertaining to this Acceptable Use Policy, must be reported to the principal, teacher/supervisor or systems administrator.

4. **Unacceptable Network Use:**

Transmission or intentional receipt of any inappropriate material or material in violation of law or Bromley East Charter School policy is prohibited. This includes, but is not limited to: copyrighted material; threatening or obscene material; material protected by trade secrets; commercial activities by for-profit institutions; use of product advertisement or political lobbying the design or detailed information pertaining to explosive devices, criminal activities or terrorist acts; sexism or sexual harassment; pornography; gambling; illegal solicitation; racism; and inappropriate language. Illegal or inappropriate activities, , use of the network in any way that would disrupt network use by others, or activities of any kind that do not conform to the rules, regulations and policies of Bromley East Charter School, are forbidden.

5. **Vandalism:** Vandalism is defined as any malicious attempt to harm or destroy property 6. **Security:** Security on any computer system is a high priority because of multiple users. Any security concern must be reported to the principal, teacher/supervisor or systems administrator.

7. **Privacy:** It is advised that staff members not reveal personal information, such as: home address, phone numbers, password, credit card numbers or social security number, etc.; this also applies to others’ personal information or that of organizations.

9. **Service Disclaimer:** Bromley East Charter School makes no warranties of any kind, whether expressed or implied, for the service it is providing. Bromley East Charter School will not be

responsible for any damages the staff member may suffer while on this system.

5.1.3 GIFTS AND GRATUITIES

An employee shall not accept from an outside party any gift, service or other thing of substantial value, which would tend to improperly influence a reasonable person in the employee's position to depart from the faithful and impartial discharge of the employee's duties. The following are permissible, so long as there is no connection, express or implied, between the gift and any official action of any employee:

- a) Unsolicited nonpecuniary gifts valued at \$25 or less, such as pens, calendars, flowers, or other similar items.
- b) Nonpecuniary awards publicly presented in recognition of public service.
- c) Gifts on special and infrequent occasions, such as weddings, funerals or illnesses, if the
- d) gift is appropriate to the occasion.
- e) Payment or reimbursement for actual and necessary expenses for attendance at a convention or meeting at which the employee is scheduled to participate in a formal role.
- f) Admission to a social function or meeting if the employee is invited in an official, representative capacity as a charter school employee.
- g) Unsolicited items of perishable or nonpermanent value, including tickets to events and
- h) meals, so long as the gift is reasonable under the circumstances.
- i) Goods or services similarly available to all charter school employees.

6.1 EMPLOYEE RESPONSIBILITIES

- Teachers will be assigned to classes by the principal and may be assigned to extracurricular or co-curricular activities at the discretion of the administration.
- On student contact days, employees should park at the outer edge of the parking lot. Two parking spots near the building will be designated as "Employee of the month" parking. Exceptions will be made for employees with a handicap parking permit.
- Employees will be responsible for the care, instruction, and discipline of pupils in their charge, as assigned by the principal.
- Employees will be responsible for implementing policies and regulations pertaining to pupil conduct.
- Teachers will obtain permission from the principal before scheduling school parties or activities. All activities will be carefully supervised by faculty. Where the use of transportation equipment is involved, timely and proper arrangements should be made with the facility manager.
- Employees will report promptly to the principal any serious accident or illness affecting any children in their charge.
- Employees will not deviate from established policies when releasing students during regular school hours, to parents, guardians, non-custodial parents, relatives, or friends.
- Teachers will follow the grading and record-keeping systems as developed by the school and follow the reporting system to parents and others, as required.
- Teachers will participate in curriculum and in-service programs. They are expected to grow professionally as employees. Attendance at workshops and professional meetings

- is required. The principal is authorized to require attendance at teachers' meetings, and to assign a reasonable amount of professional reading and committee work.
- Employees will not violate the legal or professional standards of confidentiality regarding their students, parents, or co-workers.
 - Employees will not permit any commercial advertising in their classrooms, except that which is approved by the principal.
 - Employees will participate in close supervision of the halls, rooms, bus loading, cafeteria, and playgrounds as directed by the administration.
 - No employee will use school time to interview commercial agents or others involving matters of personal business. They will not use school time to speak to salesmen or representatives regarding school supplies and equipment unless approval is given by the principal.
 - Employees will recognize the importance of safety and safety education, through instruction
 - in such phases of safety as deemed appropriate by the principal.
 - Employees will not absent themselves from school or from the classroom without the approval of the principal. Teachers who have planning periods will remain in the building during this time, unless explicitly excused by the principal. In case a teacher needs to leave the building during his or her planning period, he or she must request this permission each time from the building principal.
 - Employees will compile an inventory of books and other equipment in their care at the beginning of the year to be reconciled at academic year's end.
 - When it is necessary for an employee to be absent from school due to illness or other personal reasons, the teacher will call the Director of Student Services to report the impending absence as far in advance as Possible.
 - Any school official or employee who has reasonable cause to know or suspect that a child has been subject to abuse or neglect or who has observed the child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, as defined by statute, shall immediately report through the principal, or cause a report to be made, to the county department of social services or local law enforcement agency in accordance with Section 22.1 of this handbook .
 - Staff will attend all staff meetings, team meetings, grade-level meetings, staffings, and other important meetings as required by the principal.
 - The teacher will design, and implement a successful instructional lesson for each class period which contains:
 - An easily identifiable learning objective which is congruent with state and district standards;
 - Challenging, age-appropriate learning activities which directly support the learning objective;
 - A means of assessing student learning or achievements; and
 - A high rate of on-task behavior exhibited by all students.
 - Staff must demonstrate the ability to maintain a clean, attractive, well-organized learning environment and assist in maintaining a similar environment throughout the school.
 - All staff must maintain and protect school equipment, supplies, and instructional materials.
 - Teachers are expected to demonstrate initiative in improving school climate by
 - sponsoring
 - or supervising at least one activity that extends beyond their classroom as mutually agreed upon with the principal.

- Maintain effective communication with parents/guardians regarding student progress and achievement. Effective communication is defined as:
- Formal progress reports and report cards sent home in a timely manner, as determined by the principal;
- Informal contacts with each family through conferences, phone calls, letters, home visits, or e-mail at least one documented time each quarter;
- Immediate notification of parents whenever a student falls more than two assignments behind in any single class or subject;
- Employees will work collaboratively with others in a team-teaching environment.
- Employees must demonstrate the ability to solve problems in a collaborative and positive manner.
- Employees are expected to relate effectively to students, colleagues, supervisors, and parents

6.2 STUDENT HOLD/RESTRAINT POLICY

Reasonable, moderate and appropriate physical force is considered proper when it is used for redirecting a child's attention when verbal messages are ignored. It is also considered proper for physical force to be exerted by an employee, without advance notice, when the welfare or safety of the student, other students, the employee or other persons is in clear and present danger. In all cases of restraint, the principal or supervisor shall be informed as soon as possible after each incident.

Introduction and Purpose

Bromley East Charter School ensures that every student attending our school is free from the unreasonable use of physical restraint. Physical restraint shall be used only in emergency situations, after other less intrusive alternatives have failed or been deemed inappropriate, and with extreme caution.

School personnel shall use physical restraint with two goals in mind:

- to administer a physical restraint only when needed to protect a student and/or a member of the school community from imminent, serious, physical harm; and
- to prevent or minimize any harm to the student as a result of the use of physical restraint.

Use of restraint - Physical restraint may be used only in the following circumstances:

- when non-physical interventions would not be effective; and
- when the student's behavior poses a threat of imminent, serious, physical harm to self and/or others.

Limitations on use of restraint –

- Physical restraint in a public education program shall be limited to the use of such reasonable force as is necessary to protect a student or another member of the school community from assault or imminent, serious, physical harm.

- Restraint should be used only for the period of time necessary to accomplish its purpose and using no more force than is necessary.

Prohibitions - Physical restraint is prohibited in the following circumstances:

- as a means of punishment; or
- as a response to property destruction, disruption of school order, a student's refusal to comply with a school rule or staff directive, or verbal threats that do not constitute a threat of imminent, serious, physical harm.

Definitions

1. **Restraint** is a physical restraint, the duration of which is not more than five minutes.
2. **Extended restraint** is a physical restraint longer than 5 minutes, but not exceeding 15 minutes. Extended restraints increase the risk of injury and, therefore, must be clearly documented on the restraint report.
3. **Physical escort** is the touching or holding of a student without the use of force for the purpose of directing the student.
4. **Holding** is characterized by a student being hindered or delayed in a supportive manner by another individual. Holding, appropriate to the student's age, may only be used if the purpose and intent is to provide safety, and/or comfort and support to the student.
 - Holding for the protection of the individual or other persons may occur for periods of less than five minutes. If a hold extends beyond five minutes it is a restraint. An adult who is not trained in a school approved restraint technique is limited in an emergency situation, to physically intervening by holding a student until trained staff is available. Untrained staff may hold the student for up to five minutes to protect the student or ensure the safety of other.
 - Holding for comfort and support of the student may occur for longer than five minutes and not be considered a restraint.
 - **Training --** The use of a hold or an escort does not require specialized training or certification. Restraint or extended restraint may be used by trained/certified staff only, in emergency situations. Serious, probable and imminent threat of bodily harm to self or others constitutes an emergency.

Reporting Requirements -- Staff shall report the use of physical restraint/or the use of a hold for the purpose of safety.

The staff member who administered the restraint/hold shall verbally inform the administration of the restraint as soon as possible and by written report no later than the next school working day. The written report shall be provided to the principal, except that the principal shall prepare the report if the principal has administered the restraint. The principal shall maintain an on-going record of all reported instances of physical restraint.

The principal, or his/her designee, shall verbally inform the student's parents or guardians of the restraint as soon as possible, and by written report postmarked no later than three school working days following the use of restraint.

The Use of Restraint/Hold Report can be accessed on the school server under "Forms".

7.1 DRUG-FREE WORK PLACE

Bromley East Charter School is a drug-free workplace. The use, manufacture, distribution, dispensing, possession, or being "under the influence" of alcohol, drugs or any other substance, as deemed by either State or federal law when on duty, on or off school property, on Bromley East Charter School property, or in school vehicles is prohibited. "Under the influence" for purposes of this policy, is defined as being unable to perform work in a safe or productive manner, and/or being in a physical or mental condition that creates risk to the safety and well being of the affected, other co-worker, students, the public, or school property.

Violation of this policy will result in disciplinary action, up to and including possible termination.

8.1 TOBACCO-FREE SCHOOLS

In an effort to provide a healthful environment for students and staff in which teaching and learning may take place, smoking and the use of tobacco products is prohibited in school buildings, on school grounds, on or in all school property, in all school vehicles, and at all school functions.

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

1. "School property" shall mean all property owned, leased, rented or otherwise used by a school.
2. "Tobacco" shall include cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and all other kinds and forms of tobacco prepared in such manner as to be suitable for chewing, smoking or both.
3. "Use" shall mean lighting, chewing, inhaling or smoking any tobacco product.

9.1 STAFF EVALUATIONS

9.1.1 Purpose

The board recognizes the need of employees to be formally and informally evaluated by their supervisors with regards to their job performance.

9.1.2 Authority

The school administration shall have the authority to establish a uniform evaluation policy that establishes at least one formal evaluation annually of each school employee. Each evaluation shall result in a written evaluation, which is placed in the employee's personnel file.

9.1.3 Responsibility

The principal shall be responsible for the evaluation of all employees working within his/her building, with the exception of the bookkeeping and human resources personnel who will be evaluated by the Chief Financial Officer. The principal may select other administrative personnel

or experienced, qualified individuals to assist in the evaluation. However, the principal must personally review any employee who is given an unsatisfactory rating.

9.1.4 Implementation

All employee evaluations will be completed by the end of the school year.

10.1 INSURANCE BENEFITS

The Board will provide an officially designated health insurance plan for each full-time employee. Family members may enroll at their expense. In order to qualify for the school's share of the monthly premium, the employee must enroll in the school plan. There will be an annual enrollment period for health insurance benefits. Employees that work a minimum of 32 hours/week, but less than 40 hours/week will be eligible to participate in the health insurance program, but will need to contribute a portion of the premium, based on a pro-rated basis. For example: If an employee is scheduled to work 36 hours per week that employee is a .9 Full Time Employee ($36/40 = .9$). Their contribution toward the medical premium would be 10% and the school would contribute 90% of the premium.

The Board will also provide an officially designated life insurance, short-term and long-term disability plan for each full-time employee. Employees who work at least a minimum of 32 hours/week and their family members may enroll in dental and vision insurance at their expense. The Board will review the insurance plans to provide the employees the best insurance coverage at the most economical cost. Full-time employees needing to utilize Short-Term-Disability must wait 7 days before qualifying for these benefits. Employees may choose to use their Paid Time Off during this waiting period.

Any changes from the point of enrollment may only be made during open enrollment periods, or if an employee as experienced a qualifying event, as defined by the insurance carrier.

11.1 LEAVES AND ABSENCES

Definitions:

Approved leave: Any absence from the workplace during a normally scheduled work period that has been approved in advance, in writing, by the employee's immediate supervisor. In the event the employee is a faculty member, the authorizing supervisor shall be a member of the administrative team. In the event the employee is an administrator, the supervisor shall be the president of the Board of Directors, or his/her designated representative, in the absence of the president.

Non-approved absence: Any failure to report for, or remain at work as scheduled, excluding sudden illness or family emergency, when the absence or leave has not been approved in advance as described in "Approved Leaves" above.

Sick Leave: Any absence resulting from debilitating or contagious illness or injury for which the employee has accrued hours under the provisions of this policy. The employee is responsible

to notify administration at the earliest possible time in the event an absence due to illness is anticipated. In the event of sudden illness or injury, the employee shall be responsible for notifying administration as soon as possible after the fact unless incapacitated. In such an event, a verbal approval may be issued by administration if appropriate.

Compensated Leave: Any approved leave of absence which the employee has accrued in accordance with the provisions of this policy.

Uncompensated Leave: Any approved leave for which the employee has not accrued hours in accordance with the provisions of this policy. An example would include, but not be limited to military leave. Uncompensated leave is further discussed in section 11.3 of this handbook.

Academic Year: The period of time during which school is normally in session, i.e., from one week prior to the beginning of the scheduled school year until the end of that same school year.

Delegation of Authority

The board reserves the right to specify the policy and conditions under which uncompensated leave may be taken. The principal shall be responsible for implementing the policy.

Guidelines

The school reserves the right to require the employee to present a physician's signed certification of illness or disability to the principal prior to a leave being granted. Any employee on paid leave shall not engage in any remunerative activity, unless specifically approved in writing by the principal in consultation with the BOD. Non-compliance with this provision will be a basis for employee dismissal from service.

Procedure

Employees must notify their direct supervisor as soon as possible when it is known that they will be absent. Faculty members should contact the office manager in order for substitute arrangements to be made. Personal contact must be made; it is not adequate to leave a voice mail or email message. Failure to make personal contact about an absence may lead to disciplinary action.

Vacation, Sick, and Holidays for year-round employees (this includes Custodians and Finance/HR Department)

- 0-5 year full-time employees will accrue 6.67 hours of vacation each month. Employees may not use vacation time during the first 90 days of employment.
- Beginning with the fifth anniversary through the 10th year of employment, employees will accrue 10 hours of vacation each month.
- Beginning on the 10th anniversary of employment, employees will accrue 12 hours of vacation each month.

Vacation time may not be rolled over to the next year. Accumulated vacation time will be paid upon termination or resignation at the employee's hourly rate.

Year-round employees will earn one hour of sick leave for each 30 hours of employment. Accumulated sick leave will not be paid upon termination or resignation.

Unused sick time may be carried over from one year to the next, with a maximum of 60 hours being carried over. An employee may choose to cash out unused sick leave on their hire date anniversary at a rate of \$10/hour. If the employee's hourly rate is less than \$10 per hour, the normal hourly rate will be used.

Part-time employees working more than 30 hours/week will receive one hour of sick leave for each 30 hours of employment.

Paid holidays for year-round employees will include:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving
Friday after Thanksgiving
Christmas

8 hours of holiday pay will be given for full-time employees.

Snow days

In the event that the school is closed due to inclement weather, and the employee does not work, the hourly employee will receive their normal compensation.

Personal Leave for Employees not working year round, (this includes teachers, paraprofessionals, kitchen staff, secretaries, technology director and administrators)

- Full-time employees who work 185-210 days each year will receive 56 hours of personal leave.
- For part-time employees working 5 days/week personal time will be at the following rate:
6 hours/day = 42 hours
7 hours/day = 49 hours

For part-time employees working less than 5 days/week the amount of personal time will be pro-rated.

- If an employee works less than 185 days, personal leave will be pro-rated for the amount of days worked. If an employee has exceeded the amount of pro-rated personal leave upon resignation or termination, a payroll deduction will be made for excess leave taken.

All requests for personal leave, compensated or uncompensated, shall be applied for in writing to the principal or designee, stating the reason for the request. Any unused days will accumulate at a rate of \$10/hour up to a maximum of 60 hours or \$600. Any employee may choose to cash out unused personal leave at the conclusion of the school year or may roll over a maximum of 60 hours. At no time will an employee be able to accumulate or roll over more than 60 hours.

Records of attendance shall be maintained for each employee. Absences and reasons for the absences shall be noted. These records shall be part of the evaluation of the employee's service. The employee's direct supervisor shall have the responsibility for maintaining a record of absence and reporting those absences to the accounting office in a timely manner.

11.2 LEAVE DONATION PROGRAM

Purpose:

1. To establish a Leave Donation program to assist employees who experience an off-the-job illness or injury, or must care for a seriously ill immediate family member.
2. To provide an opportunity for employees to voluntarily donate a portion of their own paid leave balances to benefit a co-worker who is in need.

Policy:

1. Participation in this program will be voluntary.
2. To be eligible to receive leave under this policy, the employee must have exhausted all accumulated sick leave in excess of 16 hours (or the equivalent of two days unpaid, actual hours may vary if the employee is part time), and if applicable, all accumulated vacation hours in excess of 40 hours (or the equivalent of 5 days unpaid, actual hours may vary if the employee is part time).
3. Donated hours may be used in conjunction with the School's Short Term Disability (STD) program.
4. Donated leave hours can be comprised of personal leave, sick leave, or in the case of a year-round hourly employees donor, vacation time. Donations must be in one-hour increments and may not exceed 20% of paid leave balance.
5. Donated leave hours must be used in accordance with the provisions for the use of sick leave. For example, donated leave hours may not be used for well-baby care.
6. Donated leave hours may not be used during the 7-day STD waiting period, but may be used to augment STD to provide for up to 100% of an employee's base salary.
7. Donated time will be paid at the pay rate of the person donating, regardless of the receiving employee's pay rate.

Procedure:

1. Human Resources will administer the program. Human Resources will review all requests and track donations and hours used by the affected employee. If needed, the affected employee may request that HR solicit donations by disseminating an e-mail to employees.
2. An affected employee who is eligible must complete a Request for Additional Paid Leave Form that will be subject to the approval of Human Resources.

3. An affected employee must provide a health care provider's statement indicating the nature of the illness or injury, the date of disability and the probable length of disability.
4. Employees wishing to donate a portion of their own paid leave balances must complete a Contribution Request Form which indicated the number and type of hours donated and the name of the employee to whom the donation applies.

11.3 UNCOMPENSATED LEAVE

The Board recognizes that in certain instances an employee may request leave for personal reasons, and Bromley East Charter School would benefit from the return to service of the employee. Uncompensated leave also includes the application of federal law under the Family Medical Leave Act. Approval may be given for the following purposes: study, travel, special work assignment, restoration OF health, adoption, child rearing, election or appointment to civic or legislative position, or other unique circumstance.

11.4 SABBATICAL LEAVE OF ABSENCE

Any request for sabbatical leave will follow the current Colorado statutes and be approved by the board upon reviewing the recommendation of the principal.

11.5 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Bromley East Charter School complies with all applicable State and federal laws concerning employee leave for military service. Please contact the Human Resource Coordinator for more information on eligibility, benefits, and reemployment rights.

11.6 FAMILY AND MEDICAL LEAVE

Basic Leave Entitlement:

FMLA requires covered employers to provide up to 12 weeks unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that make the employee unable to perform the employee's job.

Military Family Leave Entitlements:

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the Armed Forces, including the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections:

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work, including the condition that the employee continues to make all premium payments necessary to maintain the level of health care insurance coverage existing before FMLA leave. The employee's failure to make such premium payments will result in a corresponding lapse in coverage. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave

Eligibility Requirements:

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition:

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave:

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly

disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

A "rolling" 12-month period measured backward from the date an employee commences on FMLA leave will be used by Bromley East Charter School. Where both spouses work for Bromley East Charter School, the spouses are limited to 12 weeks of leave in total during this 12-month period unless the leave is necessitated by the serious health condition of the employee or that of the employee's spouse or child.

Teachers who would otherwise return from FMLA leave near the end of the semester may be required to continue their leave through the end of the semester. In such cases, all time on leave after the teacher would otherwise return shall not be counted as FMLA leave.

Substitution of Paid Leave for Unpaid Leave:

Employees must use all paid or unpaid leaves to which they are otherwise entitled, when taking leaves for any of the reasons allowed under FMLA. Unused personal leave, vacation, sick, or Workers' Compensation leave, if applicable, must be used as a part of FMLA leave. Use of such paid or unpaid time off reduces the eligibility period for FMLA leave on a day-for-day basis. Vacation, holidays, and sick leave will not accrue during unpaid FMLA leave.

Employee Responsibilities:

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notices as soon as practicable and generally must comply with Belle Creek Charter School's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees are required to fill out a FMLA Request form and submit this form to the Executive Director. Employee requesting FMLA will also need to fill out additional forms. Please contact the Human Resource Coordinator for these specific forms and for more information about this process.

Employer Responsibilities:

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

11.7 BEREAVEMENT LEAVE

Definitions:

Compensated bereavement leave of up to three (3) days for in-state funerals and up to five (5) days for out-of-state funerals may be granted when the death of an immediate family member necessitates absence from work. Immediate family is defined as: spouse, partner, child, parent, brother, sister, grandchild, grandparent and in-laws, defined as brother, sister, parent or grandparent of the employee's spouse or partner. Uncompensated bereavement leave may be granted for the death of a non-immediate family member under provisions of this section, at the discretion of the principal. In the event the employee desires compensated bereavement leave to attend the funeral of a non-immediate family member as defined in this policy, use of accrued vacation, sick leave, or personal leave is authorized. In the event the employee has not accrued sufficient leave for these purposes, or has exhausted accrued leave, the employee may issue a request for leave donations under the provisions of Section 19 of this handbook.

11.8 JURY DUTY

When summoned for jury duty, Bromley East Charter School will grant employees leave to perform as a juror. Employees should notify Bromley East Charter School of a jury summons as soon as practicable, but no later than 14 days in advance of such duty. If an employee is called to serve on jury duty at a time that would unreasonably interfere with normal education and business operations, the employee may request that the required service be rescheduled for a later date.

If an employee is excused from jury duty during regular work hours, the employee shall report to work promptly after dismissal. Upon completion of jury duty, a juror service certification issued by the appropriate court must be presented to Bromley East Charter School. Bromley East Charter School shall pay an employee regular pay for the first three days of jury duty, if the employee was originally scheduled to work during those days, and upon submission of a juror service certification. After the third day, the employee will no longer be paid by Bromley East Charter School, but instead will receive compensation directly from the county or jurisdiction in which the jury duty is served at a rate of pay determined by the county or jurisdiction.

11.9 PARENTAL INVOLVEMENT IN K-12 EDUCATION ACT

An employee is allowed to take unpaid leave for the purpose of attending parent-teacher conferences or other academic activities related to the educational advancement of the employee's child. Full-time employees will be allowed up to 18 hours each school year, part-time workers would be eligible for a prorated amount of unpaid leave.

Leave may not exceed 6 hours in any one month and employers may require that leave be taken in no longer than 3-hour increments. BECS may require written verification from the school of the academic activity. Except in cases of emergency or similar situations, employees must provide at least a week's notice of their intention to take leave. Employees are to make reasonable attempts to schedule conferences or other activities outside of regular work hours.

The employee or employer may elect to substitute accrued paid vacation or other paid leave for the unpaid leave

12.1 EMPLOYEE RECORDS

For effective operation of the School, a file must be established for the retention of all papers bearing upon an employee's responsibilities.

The Board requires that sufficient records be maintained to ensure an employee's qualifications for the job held, compliance with federal and state statutes, local benefit programs, conformance with school rules, and evidence of completed evaluations.

The Board designates the establishment and the maintenance of official personnel records to the Chief Financial Officer (CFO) and the designated personnel manager. A central file shall be maintained; supplemental records may be maintained for ease in data gathering. Only that information which pertains to the professional and legal role of the employee and is submitted by duly authorized staff and the Board may be entered in the official record file.

- Employee records shall not be available to the board except as may be required in the performance of its functions as a board.
- Each employee shall have access to his/her file.
- Employees wishing to review their own records shall do so in the presence of the CFO or designee to maintain such records, shall make no alterations or additions to the records nor remove any material from the file, and shall sign a log attached to the file indicating the date and name of the reviewer.
- An employee wishing to appeal material in his/her record shall make a request in writing to the CFO or designee to maintain the records and specify therein name and date, material to be appealed, and reason for appeal.
- The CFO or designee, shall hear the appeal and make a determination for review, and permit the addition of employee comments.
- Upon initial employment the file shall contain:
 - a completed Employment Application Form
 - a copy of Teaching Certificate, and/or copy of PLACE, PRAXIS II, or ParaPro results
 - where applicable, transcripts
 - recommendations
 - annuity forms, if they are being used by the employee
 - Insurance Beneficiary forms
- During the period of employment the following data shall be maintained in addition to the data required upon initial employment in personnel files:
 - rate of compensation
 - completed copy of employment contract, where applicable
 - attendance record

- completed evaluations
- disciplinary incidents
- special awards or distinctions
- A separate file may include health records:
 - physical examination record
 - hospitalization forms, when appropriate

13.1 CLASSIFICATIONS OF EMPLOYMENT

13.1.1 Purpose

To maintain effective schools, the Board shall continually evaluate its staff, establish positions essential to the fulfillment of educational goals, establish pay, and procedures etc. that are in compliance with the Wage and Hour Act and the Fair Labor Standards Act.

13.1.2 Delegation of Responsibility

The principal shall be responsible for recommending new or additional positions whether these are permanent, temporary assignments, exempt, or non-exempt positions. Any such recommendation must include a written evaluation from the Chief Financial Officer regarding fiscal impact of the recommendation.

13.1.3 Guidelines

Recommendations for new or additional positions will include position descriptions of the duties for which the positions were established, a title that conforms with the appropriate state certification if such certification is required, and supporting data and other rationale essential to the recommendation for such a position.

The initial salary or salary range for new positions shall be determined by the administration at the time of establishing such positions based upon the recommendation of the Chief Finance Officer, with final approval from the board.

- Exempt and non-exempt employees shall be defined by the present laws of the Fair Labor Standards Act. Instructional staff is defined by law as “exempt” and thus are not entitled to overtime.
- Exempt employees shall be paid on a salaried basis and be paid in 12 equal payments that are spelled out in a non-binding at-will agreement.
- Non-exempt employees will be paid based on an hourly basis, must use a time clock to record hours worked, and are at-will employees. The employee must clock in/out themselves, and cannot have anyone else do this for them. Hourly employees may clock in/or out up to 30 minutes prior to the start and end of the shift, however, time counted as worked will only include the hours scheduled. If an employee is required by their supervisor to be on duty beyond the normal shift, the supervisor will notify the administrator of the circumstance, so the additional time can be allowed. Non-exempt employees that are scheduled for 40 hours/week or less and do not work year-round, may choose to have their base rate of pay divided into 12 equal payments. These arrangements must be made through the accounting office by August 15. Employees

that begin after August 15 must wait until the following year to have their checks divided over 12 months. Employees will estimate the number of hours that will be worked during each month, based upon their schedule. The employee will have the primary responsibility to track the actual hours worked each month. Personal leave time will count toward the total number of hours accrued each month. If the employee exceeds the hours of personal leave allowed, or works fewer hours than estimated, then payroll adjustments will be made.

- Non-exempt employees shall not be allowed to log any overtime without the advance expressed permission of the principal, nor shall they work more hours than scheduled without advance express permission of their immediate supervisor.
- Exempt employees are not eligible for overtime.
- The payroll period ends the 3rd Friday of each month.
- Pay shall be on the last business day of the month.

Any employee who resigns shall be paid on the regular payday. A terminated employee shall be paid on the final day worked if possible, or within 24 hours of termination or the next business day at the latest. Failure to return school property may result in payroll deductions.

Advances of pay will not be made under any circumstances. Any earned pay will not be processed prior to the normal payroll schedule unless a change of employment has occurred.

14.1 SALARY DETERMINATION

The administration shall provide for the preparation, maintenance and revision of a position classification plan and of a pay plan for all employee with input from the Chief Financial Officer and approval from the board.

15.1 SUBSTITUTE PAY PROCEDURES

Substitute teachers will be paid as follows:

\$70.00/day – Substitutes with no college degree

\$80.00/day – Substitutes with a college degree

\$90.00/day – Substitutes with a college degree in the field of education

Half day – Substitutes working 4 hours or less will receive have of their daily rate

A long-term substitute position shall be defined as any position that results in a substitute teaching in the same classroom 15 or more consecutive days. The daily substitute pay rate shall be \$100.00/day

16.1 EMERGENCY PROCEDURES

All employees are required to familiarize themselves with the Emergency Management Team's Procedures for all emergency situations. This information will be distributed at the beginning of each school year.

17.1 NEPOTISM

It shall be the policy of the Bromley East Charter School Board of Directors to disallow nepotism within the school. No employee will be evaluated by a member of his/her family.

18.1 FIELD TRIP PROCEDURE

All field trips must be directly tied to the curriculum. Field trips must be approved by administration at least 2 weeks prior to the date of the trip. Listed below are the steps to planning a successful field trip.

1. Complete the required paperwork and submit to administration for approval.
2. The signed approval form will be submitted to the field trip coordinator who will order transportation, alert lunchroom, prepare permission slips, and other duties associated with each trip.
3. Collect all money for the trip. Turn it into the field trip coordinator. Be sure to fill out a form that tells who has paid and if it was cash or a check. Include the check number. Turn this in with your money. The field trip coordinator will order a check if necessary.
4. The day of the field trip, check with the nurse to get first aid packs. Make sure every student has turned in a permission slip. No one will be allowed to attend the trip without a written permission slip on file. Phone permission is not sufficient and will not be accepted.

19.1 SCHOOL DAY

19.1.1 Purpose

The normal school day for the instruction of the pupils of Bromley East Charter School shall be in accordance with law and with the following guidelines.

19.1.2 Guidelines

The regular school day begins at 8:05 A.M. and concludes at 3:30 P.M. All employees are expected to be at work from 8:00 A.M. to 4:00 P.M. or as determined by the principal in accordance with the specific job description and board policy.

The principal may close the schools or dismiss school early for emergency reasons and to protect the health and safety of students and staff members, and shall prepare rules for the proper and timely notification of concerned persons in the event of such emergency closing. Every attempt shall be made to have information regarding the closing of schools on the air by 6:30 A.M.

19.2 SCHOOL CLOSURES

The school will follow the school closures announcements communicated by the Brighton School District 27J. This information will be communicated on local TV stations, KOA Radio station, and our website at www.bromleyeastcs.org

19.3 EVENING SCHOOL PROGRAMS

In the event that Bromley East Charter School must be closed due to weather or other unforeseen situations, the evening programs will be cancelled unless the principal states otherwise.

20.1 POLICY FOR PREVENTING SEXUAL HARASSMENT OF EMPLOYEES

Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination. The School shall follow, to the extent feasible, the guidelines set forth in Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972.

A learning and working environment that is free from sexual harassment shall be maintained.

Staff members who sexually harass other staff members or students, or who retaliate against anyone who reports sexual harassment or who participates in a harassment investigation, shall be subject to disciplinary action. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature may constitute sexual harassment when:

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

Sexual harassment may include but is not limited to:

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

Any employee who feels that he or she has been or is being subjected to sexual harassment may use the existing grievance procedure stated above.

20.1.2 PROCEDURES FOR MAKING COMPLAINS OF SEXUAL HARASSMENT

1. Members of the school community who believe that they have been subject to sexual harassment will report the incident(s) to their supervisor, the principal or the board president.
2. The administrator to whom the report is made will notify the BOD of the complaint.
3. The principal and/or board president will investigate the complaint through the following process:
 - a. The principal and/or the board president, in association with another administrator of appropriate gender, will confer with the charging party in order to obtain a clear understanding of the basis of the complaint.
 - b. The principal and/or the board president will meet with the charged party in order to obtain a response to the complaint.
 - c. The principal and/or the board president may hold as many meetings with the parties as is necessary to gather facts and obtain statements from witnesses if available.
4. Within seven days of completion of the investigation, the board president and/or the principal will give a full report to the board including a recommendation for disciplinary action including termination or suspension, if appropriate.
5. After reviewing the record the principal or designee may gather more evidence, if necessary, to decide the case and thereafter impose any disciplinary actions deemed appropriate, including a recommendation to the board for termination or suspension.
6. The investigating administrator(s) will meet with the complaining party to discuss any findings and/or conclusions reached during the investigation, and to inform the complainant regarding any action the school intends to take.

20.1.3 TRAINING

It is the responsibility of the principal to insure that supervisors receive the appropriate training to enforce this Policy.

If any section of this procedure is declared **invalid**, the remaining sections shall remain valid and unaffected.

21.1 WORKERS' COMPENSATION REPORTING PROCEDURES

Workers' Compensation Insurance protects all employees in the event of an injury arising out of and in the course of employment. The following procedures shall be followed throughout the course of a workers compensation injury.

21.2 HOW TO REPORT AN INJURY

1. **EMERGENCY:** Employees with an on-the-job injury needing **immediate** emergency treatment will be sent to the nearest emergency facility. Upon stabilization, follow-up treatment is transferred to Platte Valley Medical Center in Brighton. Employees must report the accident to their immediate supervisor and complete the School accident report form. The supervisor must sign and submit the completed form to the Office for Human Resources within four days of the occurrence. The accident report form must give full detailed information relating to the accident.

2. NON-EMERGENCY: Employees injured on the job, but not needing emergency care must immediately report the accident to their supervisor. A decision on the need for a doctor's care will be made and an appointment scheduled if necessary. An accident report form must be filed in the Office for Human Resources within four days of the occurrence. Failure to complete the accident form within this time period, or to notify the supervisor immediately of the injury may result in the forfeiture of part or all of the benefits to which an employee would otherwise be entitled.

MEDICAL SERVICES The school has designated the following medical provider:

Injury Care of Colorado – Brighton

36. S. 18th Ave, STE B., Brighton, Co 80601

Exempla – Larkridge

16570 Washington Street

Thornton, CO 80023

303.689.6600

EMERGENCY MEDICAL CARE ONLY:

Platte Valley Medical Center

1606 Prairie Center Parkway

Brighton, CO 80601

303.498.1600

NOTE: The employee must use **DESIGNATED SERVICES**, Medical costs for services received outside these designees or their direct referrals will not be covered under Workers' Compensation and are the responsibility of the employee.

In the event an employee receives medical attention from the aforementioned medical provider, the employee must bring a written doctor's statement to the principal before reporting to work. The principal will keep a copy and send the original note to the accounting office. The employee will be permitted to return to work if the doctor unconditionally releases the employee. In the event the employee is released with restrictions, a decision will be made by the principal/supervisor as to whether or not the employee may safely and productively return to work.

22.1 REPORTING CHILD ABUSE

It is the policy of the Board that the schools comply with the Child Protection Act. To that end, any school official or employee who has reasonable cause to know or suspect that a child has been subject to abuse or neglect, or who has observed the child being subjected to circumstances or conditions which would reasonably result in abuse or neglect as defined by statute, shall immediately report, or cause a report to be made, to the county department of social services or local law enforcement agency.

Reports of child abuse or neglect, the name and address of the child, family or informant, or any other identifying information in the report, shall be confidential and shall not be public information.

The School shall provide information for all staff about the Child Protection Act and appropriate legislation, to assist them in recognizing and reporting instances of child abuse and neglect.

School employees and officials shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school official or employee to prove that the child has been abused or neglected.

Staff participating in an investigation or the filing of a report pursuant to this policy or participating in a judicial proceeding resulting from such a report shall be immune from any liability, civil or criminal, that might otherwise be incurred or imposed, except for maliciously false statements.

The principal shall submit such procedures as are necessary to the board for approval to accomplish the intent of this policy.

LEGAL REFS.

C.R.S. 19-1-120(1)(a)

C.R.S. 19-3-304

C.R.S. 19-3-307

C.R.S. 19-3-309

C.R.S. 22-32-109(1) (z)

Note: The fourth section of the law cited above grants school employees and other persons who report or facilitate investigation of instances of child abuse immunity from any liability that might otherwise be incurred, except for making maliciously false statements.