



# **DOUGLAS COUNTY SCHOOL DISTRICT**

## **EMPLOYEE GUIDE**

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## **DISCLAIMER**

This Guide contains general guidelines and information. It is not intended to be all-inclusive. If you have any questions regarding the applicability of a policy or practice, please address your specific questions to the Douglas County School District's ("DCSD") Human Resources department.

EXCEPT FOR THE POLICY OF AT-WILL EMPLOYMENT, DCSD RESERVES THE RIGHT TO MODIFY, REVOKE, SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, IN WHOLE OR IN PART, AT ANY TIME, WITH OR WITHOUT NOTICE. ALL PREVIOUS EDITIONS ARE SUPERSEDED BY THIS PUBLICATION.

ABSENT AN EMPLOYMENT CONTRACT OR LAW TO THE CONTRARY, EMPLOYMENT WITH DCSD IS AT-WILL. EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH DCSD, WITH OR WITHOUT ADVANCE NOTICE, AT ANY TIME AND FOR ANY REASON. DCSD HAS THE SAME RIGHT. THIS GUIDE AND ANY VERBAL STATEMENT MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION. NOTHING IN THIS GUIDE SHALL BE CONSTRUED TO IMPLY IN ANY MANNER THE ESTABLISHMENT OF ANY PROPERTY RIGHTS OR EXPECTANCY OR ENTITLEMENT TO CONTINUED EMPLOYMENT NOT EXPLICITLY ESTABLISHED BY STATUTE, DCSD BOARD OF EDUCATION POLICY, OR CONTRACT. NEITHER SHALL THIS GUIDE BE DEEMED OR CONSTRUED TO ESTABLISH ANY CONDITIONS PREREQUISITE RELATIVE TO RENEWAL OF CONTRACTS, TRANSFER, ASSIGNMENT, DISMISSAL OR OTHER EMPLOYMENT DECISIONS.

WHERE THE GUIDE CONFLICTS WITH BENEFIT PLAN DOCUMENTS, POLICY, COLLECTIVE BARGAINING AGREEMENT OR EMPLOYMENT CONTRACT, THE PLAN DOCUMENTS, AGREEMENTS, POLICY OR CONTRACT WILL PREVAIL OVER THE GUIDE.

## **SAFETY**

DCSD's number one priority is the safety of its students, staff, and visitors. DCSD understands that if its students, staff, and visitors are not safe, nothing else matters. When DCSD says safety, it means it in the broadest sense. Safety includes physical, psychological and online safety.

## **EQUAL EMPLOYMENT OPPORTUNITY AND UNLAWFUL HARASSMENT**

DCSD is dedicated to the principles of equal employment opportunity. DCSD opposes and forbids unlawful discrimination against applicants or employees on the basis of age (40 or older), race, sex, color, religion, creed, national origin, ancestry, disability, genetic information, marital status (if an employee is married to or plans to marry another employee), military status, pregnancy, physical recovery from childbirth or a related condition, sexual orientation, gender identity, gender expression, protected activity (e.g., opposition to prohibited discrimination, proper exercise of free speech rights), or any other status protected by federal, state or local law. As used in this policy and as defined by Colorado statute, "sexual orientation" means an individual's orientation toward heterosexuality, homosexuality, bisexuality or transgender status, or another individual's perception thereof. DCSD's prohibition on unlawful discrimination includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct which is unwelcome and has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating hostile or offensive work environment.

This policy applies to all employees, including directors and staff, as well as non-employees such as students, visitors, customers, clients, vendors, consultants, contractors, volunteers, etc.

For more information on equal employment opportunity and unlawful harassment, please refer to [DCSD Board of Education Policy GBA - EEO & Unlawful Harassment](#).

## **Disability Discrimination/Accommodation**

DCSD is committed to the policy of nondiscrimination on the basis of disability under all applicable laws, including but not limited to the Americans with Disabilities Amendments Act of 2008, and Section 504 of the Rehabilitation Act of 1973. No qualified individual with a disability shall, solely by reason of his or her disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any DCSD program or activity. DCSD does not unlawfully discriminate on the basis of disability in access or admission to, or treatment or employment in, its programs or activities.

DCSD shall not discriminate against any qualified individual on the basis of disability with respect to recruiting, application procedures, hiring, and any conditions or privileges of employment.

DCSD shall make reasonable accommodations for qualified individuals with known disabilities who are job applicants or employees unless doing so would result in an undue hardship to DCSD or cause a direct threat to health or safety. Likewise, employees may be eligible for a COVID-19 related accommodation if they cannot obtain access to a COVID-19 vaccine or who for medical or other legal reasons cannot have a COVID-19 vaccine.

Employees who seek a reasonable accommodation must submit a written request for the accommodation to Human Resources. Employees can visit DCSD's Human Resources website and select the [ADA](#) link to make a request for accommodation. Once all required documentation has been received, DCSD's ADA Manager will work with the employee, the employee's direct supervisor and the appropriate Employee Relations Director to determine what, if any, accommodations can be implemented. Determining reasonable accommodations generally involves the following:

- Determining the essential job functions of the position by reviewing available evidence, including, but not limited to, the DCSD's judgment as to which particular functions are essential to the position as well as the job description.
- Identifying and clarifying any disability related restrictions; and
- Identifying potential accommodations and assessing the effectiveness each would have in enabling the individual to perform the essential functions of the position.

Employees who believe they have been harassed in violation of this provision or who believe they have observed such harassment of other employees should immediately report the incident(s) to their school principal or the director of their department. See Complaint Procedure below.



## **Religious Accommodation**

DCSD respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship.

An employee seeking an accommodation because his or her religious beliefs or practices conflict with any aspect of his or her employment must submit a written request for the accommodation to the Human Resources department. An employee's written accommodation request shall include the type of religious conflict that exists and the employee's suggested accommodation. Employees can visit DCSD's Human Resources website and select the [ADA](#) link to make a request for accommodation.

Following an employee's request for accommodation, Human Resources will engage in an interactive process with the employee to determine whether an accommodation is available that is reasonable and that would not create an undue hardship on DCSD.

Employees who believe they have been harassed in violation of this provision or who believe they have observed such harassment of other employees should immediately report the incident(s) to their school principal or the director of their department. See Complaint Procedure below.

## **Pregnancy Accommodation**

DCSD is committed to the policy of nondiscrimination on the basis of pregnancy under all applicable laws, including but not limited to Colorado's Pregnancy Fairness Act. No employee or applicant who is pregnant or physically recovering from childbirth or related conditions will be denied a reasonable accommodation, including a leave of absence, unless doing so would impose an undue hardship.

## **Pay Transparency**

DCSD prohibits employees from being discharged, disciplined, discriminated against, coerced, intimidated, threatened, or interfered with because employees have inquired about, disclosed, compared, or otherwise discussed their wage rate.

## **Sexual Harassment**

DCSD is fully committed to fostering a safe and healthy work environment for all employees. DCSD's goal is to protect all employees from unwanted and inappropriate sexual behavior. DCSD will not tolerate sexual harassment and assault.

### **What is Sexual Harassment?**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when:

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

### **Examples of Sexual Harassment**

Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults, and intentional physical conduct that impedes or restrains movement in a sexual way or that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body;
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience;
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct and making or threatening reprisals after a negative response to sexual advances;
- Intentionally making performance of the employee's job more difficult because of that employee's sex;
- Sexual or discriminatory displays or publications anywhere in DCSD's workplace by DCSD employees; or
- Retaliation for sexual harassment complaints.

Sexual harassment can occur between individuals regardless of their sex or gender. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including a visitor, independent contractor, contract worker, vendor, volunteer, or customer.

## **Title IX Sexual Harassment**

Certain forms of sexual harassment are specifically addressed by Title IX. Sexual harassment prohibited by Title IX means conduct on the basis of sex that satisfies one of the following:

1. An employee of the District conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

The District has implemented specific procedures consistent with the requirements of Title IX, including a Title IX Sexual Harassment Grievance Process. For more information regarding the District's specific procedures with respect to sexual harassment prohibited by Title IX, see Superintendent File AC-R-2.

## **Managers and Supervisors**

Managers and supervisors must deal expeditiously and fairly when they have any knowledge of sexual harassment within their departments, whether or not there has been a written or formal complaint. They must:

- Take all complaints or concerns of alleged or possible harassment seriously no matter how minor or who is involved.
- Immediately report all incidents to their school principal or the director of their department so that a prompt investigation can occur. If the school principal or department director is involved in the alleged harassment, the report should be made to Human Resources.
- Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints.

Managers and supervisors who knowingly allow or tolerate sexual harassment or retaliation, including the failure to immediately report such misconduct, are in violation of this policy and subject to discipline.

## **Complaint Procedure**

Employees who believe there has been a violation of any EEO policy based on the protected classes listed above, or who believe they have been subjected to harassment, including sexual harassment, must make a report immediately. DCSD expects employees to make a timely complaint to enable DCSD to promptly investigate and correct any behavior that may be in violation of its policies, and to ensure the complainant is protected from retaliation. Employees must immediately report the incident(s) to their school principal, director of their department, or DCSD's compliance officer. If the school principal, department director, or compliance officer is involved in the alleged harassment, the report should be made to Human Resources.

To ensure the prompt and thorough investigation of any complaint, the employee should try to provide as much of the following information as is possible, including:

- The name, department and position of the person or persons allegedly committing harassment or violating EEO policy.
- A description of the incident(s), including the date(s), location(s) and the presence of any witnesses.
- The effect of the incident(s) on the complainant's ability to perform his or her job, or on other terms or conditions of his or her employment.
- The names of other individuals who might have been subject to the same or similar harassment.
- What, if any, steps the complainant has taken to try to stop the harassment.
- Any other information the complainant believes to be relevant to the harassment complaint.

## **Investigation**

All reports of a potential EEO policy violation or alleged harassment will be investigated pursuant to DCSD policy. DCSD may gather information from any sources necessary in an effort to fully investigate and resolve a complaint. If necessary, appropriate interim measures will be implemented prior to the resolution of the complaint (e.g., administrative leave of absence or temporary reassignment of the alleged harasser).

## **Discipline**

Any employee who violates the policies above is subject to appropriate discipline, up to and including termination of employment. Persons who violate the policies above may also be subject to civil damages or criminal penalties.

Employees who knowingly file false complaints or give false statements in an investigation shall be subject to discipline, up to and including termination of employment. No employee shall be subject to discipline for any good faith report of harassment under this Guide.

### **Confidentiality**

Harassment reports, investigation results and DCSD actions shall be handled as confidentially as possible to protect the interests of the complainant and the alleged harasser, and to satisfy DCSD's obligation to comply with governing law and to prevent and stop harassment. However, if necessary, the identity of the complainant may be revealed to the parties involved during the investigation. If that occurs, Human Resources will take all steps necessary to ensure that the complainant is protected from retaliation during and after the investigation.

### **Retaliation Prohibited**

DCSD prohibits retaliation against any employee for making a report or filing a complaint under the policies above, or for participating in or providing information in a complaint investigation. If you believe there has been a violation of our EEO or retaliation standards, please immediately follow the complaint procedure outlined above.

DCSD will respond to every complaint of discrimination or harassment reported. If DCSD determines that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

For more information on discrimination and unlawful harassment please refer to [Board of Education Policy GBAA - Sexual Harassment Under Title IX and Other Prohibited Conduct of a Sexual Nature](#) or [Board of Education Policy AC - Nondiscrimination/Equal Opportunity](#).

## **BENEFITS AND WELLNESS**

DCSD offers a number of choices when it comes to health care. These choices include medical, dental and vision plans, health savings accounts, flexible spending accounts, disability benefits, life insurance, employee assistance program, tuition assistance and more.

Employees have thirty (30) days from their date of hire or from a qualifying event to enroll and/or make changes in health benefits. Health benefits become effective the first day of the month following the date of hire. Health benefits become effective September 1st for teachers hired at the start of the school year. Life insurance is available to eligible employees the 1st day of the month following 90 calendar days of continuous employment. Short and long term disability insurance is available to

eligible employees the 1st day of the month following 60 calendar days of continuous employment.

For more information on benefits and benefit eligibility, visit the [Benefits](#) website.

## **Wellness**

DCSD's Wellness Program is key to a culture that supports employees who are present, happy, and productive. This is why DCSD has designed a Wellness Program that focuses on the "Whole Employee." Check out what DCSD is doing socially, emotionally, physically, and financially to keep employees pumped up on wellness by going to the wellness website listed below.

### **Socially**

DCSD offers a variety of opportunities and experiences so all employees can get involved. DCSD's wellness events and challenges promote relationship building within and across teams as well as with students and the community.

### **Emotionally**

DCSD recognizes the importance of mental health and wants its employees to get the help they need with those life situations that can distress them most – depression, anxiety, addiction, family, work life balance and more. DCSD's communication plan involves many different ways to reach employees to ensure they are educated and aware of their options when tough times hit.

### **Physically**

DCSD focuses on programs that ensure its employees can meet the physical requirements of their job as well as have fun! Whether it is going to a biometric screening or enjoying some friendly competition – there are a tremendous number of opportunities for improving physical wellness.

### **Financially**

DCSD wants its employees to start thinking about and saving for retirement as early as possible. By offering attractive retirement options and increasing opportunities to learn about estate planning, debt management, and more – DCSD aims to take care of its employees before it is too late.

For more information, visit the [Staff Wellness](#) website.

## **TIME OFF FROM WORK**

### **Holidays**

DCSD offers paid time off for a number of observed holidays. Actual dates for observed holidays will be aligned with the DCSD calendar. A holiday must fall on an employee's scheduled work day in order for that employee to receive holiday pay. Employees must have worked their regularly scheduled work day immediately before and after the holiday in order to qualify for holiday pay with the exception of any pre-arranged time off (e.g. vacation). Holiday time is not counted as hours worked in the computation of overtime.

See Appendices A, B and C for more information on holidays specific to your position classification.

### **Sick Time**

If you are ill and cannot come to work, then it is best to get appropriate care and rest until you are better.

### **DCSD Sick Time**

DCSD utilizes the consecutive twelve month period from July 1 to June 30 as its designated benefit year.

All DCSD employees are entitled to sick time and begin to accrue it, upon hire, at the minimum rate of one hour of paid sick time for every thirty hours worked, up to forty-eight hours of paid sick time per year, unless employees fall under a position classification that accrues sick time at a higher limit. See the Appendix section for more information on how your specific position classification accrues sick time. In many cases, DCSD employee groups accrue sick time at a higher limit than forty-eight hours per year.

Employees may use accrued sick time for any of the following reasons:

1. An employee:
  - a. Has a mental or physical illness, injury, or health condition that prevents the employee from working;
  - b. Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
  - c. Needs to obtain preventive medical care.
2. An employee needs to care for a family member who:
  - a. Has a mental or physical illness, injury, or health condition;
  - b. Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or

- c. Needs to obtain preventive medical care.
3. An employee or the employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to:
  - a. Seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
  - b. Obtain services from a victim services organization;
  - c. Obtain mental health or other counseling;
  - d. Seek relocation due to the domestic abuse, sexual assault, or harassment; or
  - e. Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment;
4. Due to a public health emergency, a public official has ordered closure of:
  - a. An employee's place of business; or
  - b. The school or place of care of an employee's child and the employee needs to be absent from work to care for the employee's child.

Employees may take paid sick time upon request in as little as one-hour increments. When leave use is foreseeable, employees must make a good faith effort to provide notice of the need for leave in advance, and must make a reasonable effort to schedule leave in a manner that does not unduly disrupt DCSD's operations. For any leave lasting four or more consecutive work days, DCSD may require employees to provide reasonable documentation substantiating that the leave was taken for a covered purpose. With regard to any amount of sick time taken, DCSD may require employees to submit documentation confirming their fitness for duty. At any time, DCSD may require an employee to be examined by a physician designated by DCSD. Whether the physician examination will be at DCSD's expense or the employee's expense will be determined on a case-by-case basis. In addressing this issue, supervisors must consult with Human Resources.

All employees are eligible to carry over accrued but unused sick time to the following year. See the Appendix section for more information regarding carry over rules for specific employee groups. Employees who transfer to a position with a different time off plan, (i.e. a classified position moving to an Admin Pro Tech position or Licensed position moving to an Admin Pro Tech position) will have their sick time moved to a new balance called Sick Transfer Classified or Sick Transfer License balance. This time will be held separately to either use after sick balances from the primary position are depleted or to be paid out (if eligible) at the appropriate classified or licensed pay out rate. Employees who leave DCSD forfeit unused sick time unless eligible for a sick leave pay out.

All regular employees may take sick time in advance of accrual up to three (3) days full-time equivalent (FTE) for the fiscal year. This does not include subs, 110s, temporary employees or seasonal positions. Any sick time taken beyond this limit will



be taken from the employee's next paycheck. Sick time does not accrue for any month in which an employee is on a leave of absence for the entire month. For any mid-or end-of-year separations, sick time taken in advance of being accrued will be deducted from an employee's final pay.

Sick time is not counted as hours worked in the computation of overtime.

### **Public Health Emergency Leave**

DCSD employees may be eligible for paid Public Health Emergency Leave (PHEL), which in qualifying instances, can be used to supplement employees' accrued paid sick leave for reasons related to a public health emergency. Examples of qualifying events include employees' taking leave to self-isolate, quarantine or seek medical care. Employees must notify DCSD of the need for PHEL as soon as practicable when the need for leave is foreseeable and an employee's worksite is not closed. For more details regarding PHEL, including a list of qualifying events and how much supplemental leave employees may be entitled to, please refer to the [Public Health Emergency Leave](#) document. PHEL time is not subject to payout upon termination.

### **Personal Time**

DCSD realizes that from time to time employees must take care of personal or emergency matters that cannot be handled outside of scheduled work. For this reason, DCSD provides employees paid personal time.

To avoid hardship on fellow employees, personal time should be scheduled and approved in advance by your supervisor. On occasion, requests may be denied due to student or organizational needs.

An employee's personal time balance will follow the employee if transferring to a position eligible for personal time based on the provisions of the new plan. Employees who transfer to a position not eligible for personal time or who separate employment from DCSD will forfeit unused personal time unless the employee has ten (10) years of continuous service with the district, in which case, personal time will be paid out.

Personal time is not used in the computation of overtime.

See the Appendix section for more information on personal time specific to your position classification.

## **Vacation (includes off track)**

DCSD offers vacation and off track time to eligible employees in order to provide opportunity for rest, recreation, travel or for pursuing other personal interests away from work. Employees are encouraged to take all of their earned vacation and off track time each year in order to rejuvenate their energies.

Vacation and off track requests should be scheduled in advance with your supervisor's approval. On occasion, requests may be denied due to organizational or student needs.

Vacation and off track time is not used in the computation of overtime.

An employee's accrued vacation and off track balance will follow the employee if transferring to a position eligible for vacation or off track time based on the provisions of the new plan. Vacation and off track time may be taken in advance of accrual within the same fiscal year. Employees who leave their employment with DCSD or move to a position not eligible for vacation or off track time will be docked any negative balances upon the effective date of separation or transfer, or will waive any remaining balances. In addition, employees transferring to a position not eligible for vacation or off track time will have any time taken in advance of accrual deducted from the next paycheck.

Generally, vacation and off track time does not carry forward into the next fiscal year, and employees forfeit any time that is not taken within the fiscal year it accrued. The one exception to this rule is in the situation where a supervisor cannot allow staff to take time off due to essential work demands. In this specific scenario, supervisors are permitted to approve staff to carry over up to 5 days (or equivalent hours for classified staff) into the next fiscal year. Approved carryover balances must be used by December 31 of the next fiscal year or they will be forfeited.

See the Appendix section for more information specific to your position classification.

## **Leaves of Absence**

A leave of absence is time allowed away from work, generally for a defined period of time, to cover medical or other limited circumstances occurring in an employee's life. DCSD offers the following types of leaves of absence to qualified employees:

- Family and Medical Leave (FMLA)
- Medical leave (non-FMLA qualified)
- Military leave
- Legal Leave
- Other leaves of absence

For more information on leaves of absence, see Superintendent Policies GBGF, GBGI and GBGK. DCSD's Human Resources Department is also available to answer any questions you may have regarding DCSD's various leave options.

## **Bereavement**

Employees will be provided up to five (5) days of bereavement pay per school year at their regular straight time rate or base salary following a death in their family. Any employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

Before taking bereavement, employees should discuss their time off with their supervisor. If additional time off is needed or in cases of death of a person who is not a family member, employees may take available vacation, personal time or unpaid time off with supervisor approval.

## **Jury Duty**

When an employee is summoned for jury duty or is required to appear in a work-related legal proceeding, an employee will be granted time off with full pay to perform his or her duty. Employees should provide documentation to their supervisor to validate this time off request. If the employee is excused from jury duty during his or her regular work hours, he or she is expected to report to work promptly.

When an employee is required to appear in a non-work-related legal proceeding (not to include jury duty summons), employees can use available vacation or personal time or otherwise take the time off unpaid.

## **Voting**

DCSD encourages its employees to exercise the privilege of voting in elections. In accordance with this philosophy, DCSD will grant its employees approved time off to

vote if necessary due to work schedules. Employee supervisors may authorize a reasonable period of time, up to two hours, during the work day to vote.

### **Compensatory Time**

Compensatory time is defined as paid time off the job which has been earned and accrued by an employee in lieu of the appropriate wage payments. DCSD permits school principals and department leaders to give compensatory time off to classified staff who work more than their scheduled work week. All time worked over and above an employee's regular work hours must be approved by the employee's supervisor.

Compensatory time for hours worked above the scheduled work week, up to 40-hours, is credited at straight time. Compensatory time for "overtime" hours, that is, hours worked in excess of 40 hours in a work week, is credited at a rate of 1 ½ times the "overtime" hours worked. No more than 120 hours of compensatory time can be granted by a supervisor each fiscal year. Supervisors may require employees to use their compensatory time prior to the employee utilizing vacation or off track time.

An employee must make a request to his/her supervisor to take compensatory time off. All such requests will be granted if the use of the compensatory time does not unduly disrupt the operations of the employee's school or department. Employees will be paid out any unused compensatory time at the end of each fiscal year, or upon separation of employment.

### **Work Breaks**

Classified employees who are scheduled to work between two (2) and up to six (6) hours will be provided one (1) formal or informal paid break at a reasonable time during the work period of up to fifteen (15) minutes to attend to personal needs.

Classified employees who are scheduled to work six (6) or more hours per day will be provided two (2) formal or informal paid breaks at a reasonable time during the work period of up to fifteen (15) minutes to attend to personal needs. Such breaks will not result in a deduction from pay. Breaks are intended to break up and not shorten the work day.

### **Lunch Breaks**

In general, classified employees whose work schedule exceeds five (5) continuous hours in the day will receive an unpaid, uninterrupted thirty (30) minute lunch period during the work day. Employees should refer to their supervisor for expectations as to when lunch breaks should occur.

Employees must notify their supervisor immediately if their lunch period is shorter than thirty (30) minutes or if their lunch period was interrupted by work.

## **STAFFING**

DCSD has posted information to help employees navigate its various staffing processes. Supervisors and employees can also find helpful resources such as career pathways, how to complete I-9s, and registering for new hire orientation. Visit DCSD's HR for Employees intranet site for more information on the [Your Career](#) page and [Hiring](#) tab.

### Opportunities for Promotion and Advancement

All vacant DCSD positions, including any promotional opportunities, will be posted. Employees in search of promotional or different opportunities in DCSD should regularly check Workday for the most up-to-date vacancy information. For any employees who do not have access to the internet in order to search Workday, employees may utilize the District's internet resources available at the Security kiosk at the Wilcox building. DCSD will not seek the wage history of any prospective employee, and shall not rely on wage history to determine an employee's wage rate.

## **PERFORMANCE EVALUATIONS**

DCSD firmly believes that the growth and development of its employees will positively impact its students' and organizational success. To help develop DCSD's employees' knowledge, skills and abilities, DCSD offers performance management tools to prompt rich, ongoing discussions between supervisors and employees, including helpful feedback designed to improve performance and celebrate accomplishments.

In general, DCSD's performance evaluations classify employee performance into performance categories. Final evaluations and performance ratings are typically conducted toward the end of the school year (or fiscal year). The following links will direct you to the evaluation programs based on your position's classification:

- Licensed Employees: Visit the [PK-12 Education google site](#), Evaluation tab, for more information.
- Building Administrators: Visit the [PK-12 Education google site](#), Evaluation tab, for more information.
- Administrative (non-building), Professional, Technical and Classified Employees: The evaluation process is in Workday. Visit the HR for [Employees intranet site](#), [Evaluation tab](#), for more information.

## **PAY**

### **Overtime**

From time to time, employees may be required to work overtime. In these instances, employees are given as much advance notice as practical. Unless compensatory time is utilized, non-exempt employees shall be paid overtime at the rate of one and one-half times the regular rate of pay for any work performed in excess of the following: (i) 40 hours per workweek; (ii) 12 hours per workday; or (iii) 12 consecutive hours without regard to the start and end time of the workday. The established work week begins at 12:01 a.m. on Sunday and ends at 12:00 p.m. midnight on Saturday.

For purposes of calculating overtime payments, only hours actually worked are counted. Consequently, hours paid but not worked (i.e. vacation, jury duty, etc.) are not counted. All overtime worked must be approved by an employee's supervisor.

### **Paydays**

Employees are paid monthly on the 20th of the month. If the regular payday occurs on a holiday or weekend, the payday is the last working day prior to the holiday or weekend.

Twenty-four hours before each payday, employees can access a pay statement in Workday showing gross pay, deductions and net pay. For employees' convenience, DCSD offers the option of direct deposit.

Employee pay schedules for each school year are determined based on compensation plans and number of days worked each year. Refer to the [Days Per Year by Position Type](#) pay schedule document for more details.

### **Pay Discrepancies**

All employee pays and timecards are subject to internal annual audits by the District Finance/Payroll office, external annual audits by an Independent Auditing firm, and the Department of Labor.

In the event a wage or compensation error is discovered, DCSD will reconcile pay for a period of time no greater than 12 months from the date of discovery. DCSD or the employee shall notify the other party of the error immediately and any additional pay adjustment or approved repayment arrangement will be made between both parties as timely as possible.

Overpayments will be revised on the employee's W-2 within the applicable calendar year. Repayments will be extended up to one school year for active employees unless a special agreement for more time is approved by the Director of Payroll and/or Chief Finance Officer.

If employment ends and there is an outstanding overpayment, the remaining balance will be recovered from the employee's final pay. If funds are not available to recover from the employee's final pay, the employee will be notified in writing and repayment of these funds will be due within 30 days of the date of separation, unless a new repayment arrangement is made in writing. Unrecovered overpayments may be sent to a collections agency in order to recover payment in full.

## **Time Reporting**

DCSD has several different systems that are utilized by employees for purposes of either recording work each day or reporting time off. It is important that all employees understand which system and procedures apply to them. Employees should consult with their supervisor regarding any expectations or questions regarding time reporting. Employees must review their time reporting weekly and at the conclusion of each pay period for accuracy. Fraudulent time reporting will not be tolerated and will be subject to disciplinary action, up to and including termination of employment.

Get the Workday mobile app for your phone! Visit our [Workday Training site](#) for more information.

## **EMPLOYEE CONDUCT and WELFARE**

### **Drug-Free Workplace**

DCSD is committed to a safe, healthy and productive work environment for its students, employees, and visitors that is free from the effects of substance abuse. DCSD is also committed to ensuring that its employees set a positive example to the students and community DCSD serves. Being under the influence of alcohol, drugs, and controlled substances impairs employee judgment and results in increased safety risks, injuries and faulty decision making. This includes working after the apparent use of alcohol, drugs, and controlled substances, including marijuana and marijuana-derived products, regardless of marijuana's legal status under Colorado law.

DCSD prohibits any employee while on duty to possess, use or be under the influence of alcohol, drugs, or controlled substances on or off district property, in or on district vehicles, or at any school or district-sponsored activity or event.

Observance of this policy is a condition of employment. A violation shall subject the employee to appropriate disciplinary action which may include suspension, termination and referral for prosecution. In appropriate circumstances and at DCSD's sole discretion, disciplinary sanctions may include the completion of an approved drug or alcohol abuse assistance or rehabilitation program. Any such program shall be at the employee's expense. However, DCSD is not required to offer rehabilitation in lieu of termination or other discipline to any employee who has violated this policy

DCSD offers employees an Employee Assistance Program (EAP), which provides confidential access to services and resources to employees who want to seek out options for substance abuse counseling or rehabilitation. For more information, visit the EAP program online at [EAP Online](#) (Username: douglas county sd, Password: eap) or by phone at 866-486-4334 or visit the Benefit's website for more information on EAP.

For more information, please refer to [Board of Education Policy GBEC - Alcohol and Drug-Free Workplace](#).

### **Smoke-Free, Vape-Free, Tobacco-Free, Workplace**

It is DCSD's objective to provide a smoke-free, vape-free, and tobacco-free environment. The visible possession and use of any tobacco product by employees in or on any DCSD property, DCSD vehicle, or while participating in any DCSD-sponsored activity or program is strictly prohibited.

"Tobacco product" means cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and the following:

- a) any other product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested or inhaled by or applied to the skin of an individual, including but not limited to e-liquid, vape juice, vaping oil and similar products; or
- b) any device that can be used to deliver nicotine to the person inhaling from the device, including but not limited to an electronic cigarette, cigar, cigarillo, pipe, vape pen or other device used to inhale a vaporized liquid.

"Tobacco product" does not mean any product that has been approved by the U.S. Food and Drug Administration as a tobacco use cessation product.

"Use" means the lighting, chewing, inhaling, smoking, ingesting, applying to the skin or public display of any tobacco product.

This restriction applies to all employees, students, and visitors, at all times, including non-business hours.



Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination.

## **Anti-Violence**

DCSD's goal is to strive to maintain a work environment free from intimidation, threats or violent acts. To that end, DCSD does not tolerate violent acts or threats of violence against employees and non-employees, including students, visitors, customers, clients, vendors, consultants, contractors, and volunteers.

Unless otherwise protected by law, conduct prohibited under this guideline includes, but is not limited to:

1. Threats of any kind.
2. Discussions of the unlawful use of weapons, even in a joking manner, and bizarre or offensive comments regarding violent events.
3. Threatening, physically aggressive or violent behavior, such as intimidation of, or attempts to instill fear in others.
4. Other behavior that suggests a propensity toward violence, including threatening speech, bullying, sabotage, threats of sabotage of DCSD property or a demonstrated pattern of refusal to follow DCSD policies and procedures.
5. Defacing DCSD property or causing physical damage to the facilities, including arson.
6. Except for authorized DCSD personnel, bringing, possessing, or using unconcealed weapons and concealed weapons, including firearms of any type, on DCSD property, including parking lots, in DCSD vehicles, or to DCSD sponsored activities and programs, whether or not the employee or non-employee is licensed to carry a concealed weapon. All weapons are banned.
7. Any other act which, in DCSD's opinion, is inappropriate to the workplace.

Employees who feel subjected to any of the behaviors listed above should immediately report the incident to their principal, any supervisor, or Human Resources. Complaints will receive immediate attention and the situation will be promptly investigated. Based upon the results of the inquiry, appropriate disciplinary action may be taken against the offender, up to and including termination.

Employees who observe or have knowledge of any violation of this policy should immediately report it to their principal, supervisor, or Human Resources.

Employees who believe someone or something poses imminent danger to their safety or health, or the safety or health of others, should immediately contact proper law enforcement authorities and then contact their principal or supervisor.

DCSD will take no adverse action against an employee because the employee in good faith reported an incident under this policy.

“DCSD property” covered by this guideline includes the following:

1. The interior of all DCSD-owned, leased, or rented buildings and structures.
2. All DCSD grounds surrounding DCSD buildings or structures, such as sidewalks, walkways, driveways, parking lots, playgrounds, athletic fields, recreations areas, and other outdoor areas under DCSD’s ownership, dominion, or control.
3. All vehicles owned, leased, or used by DCSD for the purpose of transporting students, staff or non-employees, and all vehicles that come onto DCSD property.

“Weapons” include, but are not limited to, handguns, firearms, explosives and knives. If employees have a question regarding whether an item is covered by this guideline, they should call Human Resources. Employees are responsible for ensuring that any item possessed by the employee and not specifically listed above, is not prohibited by this guideline.

An employee who believes that he or she may have a problem that could lead to violent behavior is encouraged to use DCSD’s confidential Employee Assistance Program (EAP). For more information, visit the EAP program online at [EAP Online](#) (Username: douglas county sd, Password: eap) or by phone at 866-486-4334 or visit the Benefit’s website.

### **Confidential and Proprietary Information**

The protection of confidential information is vital to the interests and the success of DCSD. Violations of confidentiality may injure DCSD’s reputation and effectiveness, and can result in serious financial harm. Confidential information includes, but is not limited to:

- Student information, including but not limited to education records, health records, and participation in federally-assisted school nutrition programs.
- Employee information.

- Meetings behind closed doors, i.e., meetings commonly deemed confidential or privileged.
- New materials research.
- Pending projects and proposals.
- Pre-patent or pre-copyright material.
- Nonpublic financial information.
- Technological data, processes or prototypes.

Employees are advised not to discuss confidential information outside DCSD. In an effort to foster a culture of trust and openness, recording of meetings or any other business-related conversation without the consent of management is prohibited. When confidential information is discussed within DCSD, it shall be done strictly on a “need-to-know” basis. These guidelines are not intended to interfere with normal business communication and relationships nor are they intended to diminish an employee’s ability to discuss issues related to an employee’s terms and conditions of employment or DCSD’s requirement to comply with the Colorado Open Records Act. These guidelines are intended to alert employees to their obligation to use discretion in safeguarding DCSD’s internal affairs.

DCSD’s records, including documents, computer files and similar materials, may not be copied or removed from DCSD’s premises without prior management approval. Removal from DCSD’s premises means the actual physical removal of information as well as the transmittal of information verbally or via hand-written or typed correspondence, fax, telephone, text or other instant messaging on any social media, e-mail or any other form of electronic communication, except the transmittal of such information in the ordinary course of employees performing their job duties on behalf of DCSD.

If an employee’s work product is unique to DCSD or if an employee has access to certain types of confidential information, the employee will be asked to sign certain agreements as a condition of employment, or in some cases as a condition of continuing employment or reassignment. These agreements may include a Proprietary Information and Inventions Agreement, Non-Compete Agreement, and/or a Confidentiality Agreement. An employee’s supervisor or other management will determine which of these forms applies.

An employee’s obligation to maintain the confidentiality of DCSD information remains even after he or she is no longer employed by DCSD.

## **No Solicitation**

Absent other laws to the contrary, employees are not permitted to solicit during working time. An employee may not solicit another employee during the latter’s

working time, and an employee may not distribute literature during working time or in working areas.

Working time does not include meal, break or rest periods or other specified times during the work shift when employees are not properly engaged in performing their work tasks. Working areas are defined as areas of the premises where employees perform their work tasks, but do not include break rooms, rest rooms, parking lots or other non-work areas.

Absent other law to the contrary, non-employees are not permitted to solicit or distribute literature of any kind on DCSD's premises.

Off-duty employees are not permitted to be on DCSD premises, including arriving at work early or staying after work late, unless they are actively working, have a reasonable purpose, are preparing for work or are cleaning up after work.

Violations of this policy should be reported to your principal or Human Resources.

## **Searches and Inspections**

DCSD may question employees and other persons entering and leaving its premises.

Entry onto DCSD's premises constitutes consent to searches or inspections. Otherwise lawful searches or inspections may be conducted when DCSD has reasonable suspicion of workplace misconduct. If DCSD has such reasonable suspicion, DCSD may search or inspect the employee's locker, office, desk and files, packages, parcels, purses, handbags, briefcases, lunch boxes or other possessions or articles. Employees should have no expectation of privacy with respect to their use of DCSD information technology and communications systems, including but not limited to DCSD's network, internet, computer, and email. See the Information Technology and Communication Systems policy below.

Cooperation in the conduct of lawful inspections is required as a condition of employment. Employees refusing to cooperate with or submit to a lawful search will be subject to termination.

## **Conflicts of Interest**

Being a public employee means accepting the responsibility to act honestly and objectively to the benefit of the public, and to adhere to the highest ethical standards. Maintaining public confidence is essential to DCSD's mission. For this reason, employees must avoid any action that might create a conflict of interest.

Employees must conduct business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when there is

incompatibility between an employee's private interest and the employee's employment with DCSD.

Some examples of conflicts of interest may include, but are not limited to:

1. Exploiting the employee's status, influence or position with DCSD for private advantage.
2. Engaging in or having a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with the employee's duties and responsibilities to DCSD.
3. Accepting expensive or valuable gifts, money, or favors from students, or others that the employee comes into contact with as part of the employee's employment.
4. Misusing DCSD resources, including facilities, equipment, supplies, employees, students, or volunteers for purposes unrelated to employment.
5. Selling DCSD books, supplies, musical instruments, equipment, or other DCSD-owned items to any student or to the parents/guardian of a student who attends the school served by the employee without prior approval.

If an employee has any question as to whether a situation presents a conflict of interest, the employee should discuss the matter with his or her supervisor. If the matter remains unresolved, the employee should refer the matter to Human Resources for a final determination.

For more information on staff ethics and conflicts of interest, please refer to [Board of Education Policy GBEA - Staff Ethics and Conflicts of Interest](#).

## **Information Technology and Communication Systems / NO EXPECTATION OF PRIVACY**

Use of DCSD information technology is a privilege, not a right. Employees' use of DCSD information technology and communications systems must be in accordance with this policy, applicable law, and other relevant DCSD policies. Authorization to use DCSD information technology and communications systems may be suspended at any time that is in the best interest of DCSD as determined by DCSD in its sole discretion.

DCSD's information technology and communications systems consist of DCSD computers, personal communication devices, network, Internet access, email and voicemail systems. "Computer" means DCSD computers, computer systems, networks, computer hardware and software. "Personal communication devices"

means cell phones, smart phones, tablets, cameras, audio and video recorders, other hand-held devices, and data storage devices.

All employee communications and all related documents, data, software and other information stored on DCSD computers and/or personal communication devices are authorized only for work-related purposes. For this reason, employees should have no expectation of privacy with respect to their use of DCSD information technology and communications systems, including internet access.

The District reserves the right at any time and without notice to monitor such use and to inspect, copy, review, segregate, store and/or remove any or all communications, documents, data, software and other information related to such use.

Employees shall not use DCSD information technology or communication systems to generate, send, receive or store communications, documents, data, software or other information that:

- contains sexually oriented content or pornography, in either written or picture form;
- directs profanity, obscenities or vulgar language toward another person or class of persons;
- promotes violence or advocates unlawful acts;
- concerns the purchase or manufacture of weapons, controlled substances, or unlawful items;
- harasses, bullies, threatens or promotes violence against another person or class of persons;
- constitutes plagiarism;
- defames another person or class of persons;
- violates another person's confidentiality rights, or discloses information regarding which another person has a reasonable expectation of privacy;
- involves impersonation or electronic transmission through an anonymous remailer;
- involves unauthorized access to DCSD computers, computer files, e-mail accounts, e-mail files, or Internet sites;
- involves unauthorized use or downloading of software, files or data;
- violates federal, state or local law, including but not limited to criminal law, and trademark, copyright or patent law;
- violates DCSD policy or regulation;
- interferes with the normal operation or use of DCSD computers, e-mail or Internet access, or otherwise disrupts DCSD operations;
- interferes with a school's ability to provide educational opportunities to students.

Employees found to be in violation of this policy shall be subject to disciplinary action, including revocation of use privileges, and other discipline up to and including termination of employment.

For more information on information technology, please refer to [Superintendent Policy GBEE – Employee Computer, Internet and Electronic Mail Use Rules](#) or [Superintendent Policy GBEE-R - Employee Computer and Internet Use Rules](#).

## **Social Media**

Employees must use good judgment when using social media. DCSD requests that employees be respectful of DCSD, its employees, students, communities, partners, affiliates, and others.

## **Personal Use Outside of Work**

DCSD employees may have personal social networking and social media sites. These sites should remain personal in nature and be used to share personal opinions or non-work related information. Following this principle helps ensure a distinction between sharing personal views and DCSD views.

Personal use of social media is never permitted on working time by means of DCSD's computers, DCSD-issued personal communications devices, networks, and other information technologies and communications systems. Use of personal communications devices during work time should be kept to a minimum. DCSD employees must never use their DCSD email account or password in conjunction with a personal social networking or social media site.

We encourage employees to be thoughtful about their activity online. Social media is a public forum and therefore even posts made on personal time may have professional consequences. The following guidance is for DCSD employees who have a personal social media or social networking site, or who decide to comment on posts about official DCSD business:

- Posts concerning DCSD, employees of DCSD, and any other affiliates of DCSD must not violate any guidelines set forth in this guide, especially as it relates to discrimination, unlawful harassment, and illegal activities. If an employee's posts concern DCSD, DCSD encourages the employee to use a disclaimer such as: "The postings on this site are my own and don't reflect or represent the opinions of the Douglas County School District where I work."
- Avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, unprofessional, obscene, threatening or intimidating, disruptive to the efficient operations of schools, violates an employee's duty of loyalty to DCSD, that disparages DCSD employees, students, communities, customers, partners and affiliates, or that might constitute

harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment.

- Employees may not disclose any sensitive, proprietary, confidential, or financial information about DCSD. Confidential information includes, but is not limited to, trade secrets or anything related to DCSD's innovations, strategy, financials, or initiatives that have not been made public, internal reports, procedures or other internal business-related confidential communications.

### **Professional Use**

All official DCSD-related communication through social media and social networking outlets should remain professional in nature and should always be conducted in accordance with the Social Media Guidance developed by DCSD Community Relations. All postings on a blog, wiki, chat room, or social networking site on behalf of DCSD must be pre-approved and may only be sent by authorized employees.

DCSD employees should be mindful that inappropriate usage of official DCSD social media and social networking sites can be grounds for disciplinary action. Only individuals authorized by DCSD may publish content to a DCSD Web site or other DCSD social media.

Employees representing DCSD through social media outlets or participating in social media features on DCSD websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in DCSD social media sites, blogs, or other social media features.

Information must be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy, and to avoid jargon, obscure terminology, or acronyms.

DCSD employees recognize that the content and messages they post on social media websites are public and may be cited as official DCSD statements. Social media should not be used to circumvent other DCSD communication policies, including news media policy requirements.

DCSD employees may not publish information on DCSD social media sites that include:

- Confidential information
- Copyright violations
- Profanity, racist, sexist, discriminatory or derogatory content or comments
- Sexual content, links to sexual content, or nudity in a profile picture
- Information that compromises the safety or security of the public
- Partisan political views



- Information that constitutes or encourages illegal activity
- Information whose main purpose is to sell a product or solicit commerce
- Commercial endorsements or SPAM

Employees should consult with their supervisor or DCSD Community Relations if you have any questions about the appropriateness of publishing information relating to DCSD, its employees or any of its affiliates.

### **Political Activity**

DCSD respects the diversity of its employees. When determining whether certain political activity is permissible, employees should consider other sections in this guide such as no solicitation, conflict of interest, confidentiality, social media, use of computer, internet and email, and other provisions within this guidebook.

Employees must not take any action, including but not limited to, use of DCSD's computers, e-mail, copiers or other resources, that would constitute a DCSD contribution in any campaign involving the nomination, retention or election of any person to any public office in violation of Colorado's Fair Campaign Practices law. In addition, employees must not take any action, including but not limited to use of DCSD's computers, e-mail, copiers or other resources, that would constitute an expenditure of public monies or a contribution that urges a vote in favor of or against any ballot issue, referred measure or recall measure in violation of Colorado's Fair Campaign Practices law.

During the workday, employees may use DCSD property and resources to respond to unsolicited questions with strictly factual responses regarding campaign issues. Presentations that express a position on a campaign issue or candidate must be made outside of employee work hours and outside of work areas.

Employees should direct any questions on permissible political activity to their supervisor.

### **Adverse Weather**

DCSD may close schools because of bad weather or emergency conditions. When such conditions exist, the Superintendent will make the official decision concerning the closing of DCSD's facilities. When it becomes necessary to open late or to release students early, or to cancel school, DCSD officials will post a notice on DCSD's website and notify local radio and television stations.

DCSD provides three paid adverse weather days per school year for eligible employees. If the school district experiences more than three snow days/or emergency closure days in a year, the Superintendent may elect to increase the number of paid closure days on a case-by-case basis.

If school days are added to the end of the year to make up for snow/emergency days, licensed and classified staff will be paid for their additional time at their per diem or normal hourly rate.

### **DCSD-Declared Snow Days/Emergency Closure**

An emergency closure occurs when DCSD closes a school, work site, or the entire school district due to adverse weather conditions or other conditions requiring an unscheduled closure. Snow and ice are examples of adverse weather. In the event of an emergency closure, employees will be governed by the following provisions, as applicable:

- All regular employee groups who do not follow a union contract will receive up to three paid snow days full-time equivalent (FTE) per school year for days within the scheduled work calendar. If the school district experiences more than three snow days/or emergency district closure days in a year, the Superintendent may elect to increase the number of paid closure days on a case-by-case basis.
- Substitutes, 110 employees, long-term subs, seasonal, temporary, and senior temporary employees are not to report to work on snow or emergency closure days and will not receive compensation for those days, unless they have already reported to work, such as on an early dismissal day. In this case, employees will be paid for their time worked.
- If an employee has pre-arranged time off (i.e. off track time, vacation time, sick or personal time), and that day ends up being a snow closure day, the employee will be reimbursed for this day. Note that leaves of absence do not apply.
- Essential personnel are those employees predetermined by building or department leaders. Responsibilities of essential employees include responding to the type of situation causing the closure or performing a time-sensitive or critical DCSD function that would have an adverse impact on DCSD, if not performed on a specific day. Essential personnel who are notified by their supervisor not to report or who are unable to report to work will be treated as non-essential personnel.
- Essential classified employees will be paid their regular rate of pay plus one and one half (1 ½) times their regular rate for the hours actually worked. Essential personnel reporting to work will be paid a minimum of 2 hours.
- Licensed and other classified staff will be paid for their additional time at their per diem or normal hourly rate.

- Non-essential employees are only paid for their regular work schedule. If non-essential employees work their regular shift, they do not get closure pay. As an example, if a non-essential employee is scheduled to work an 8-hour shift, and the district closes after 4 hours, the employee will receive 4 hours of paid closure time and 4 hours of regular pay. Additionally, if an employee chooses to work a full day on a closure day, they will not receive closure day pay or be granted additional time off.
- Paid closure days will not count towards hours worked for purposes of calculating overtime for classified staff.
- Part-time staff, including those who are less than .50 FTE and who are in a regular position, will receive paid closure based on their FTE or scheduled hours in Workday, if the closure was on their scheduled work day.
- Closure days will not hold a balance in Workday.

### **Delayed School and Early Dismissal**

The Superintendent may delay school starting times or dismiss schools early due to severe weather or other emergencies. When schools are on a delayed start schedule, employees should arrive at their worksite as close to the normal starting time as is safely possible. Employees may use paid closure time for the hours needed to make up the full work shift. If an employee runs out of paid closure hours (3 days x FTE), they may use comp time or personal time to make up the missing hours.

If the district closes early, all non-essential personnel are expected to leave. Non-essential personnel will be paid closure time for the remaining hours due to them that day. For example, if a non-essential employee has an 8-hour shift, and the district closes with 3 hours left in the employee's shift, the employee will receive paid closure for those 3 hours.

When school is dismissed early due to an emergency, building staff can leave the building after students leave the building and building leadership determines staff's presence is no longer needed for the safety and welfare of students.

For more information on school closures and delays, please refer to [Superintendent Policy EBCE - School Closings and Cancellations](#).

### **Safety and Reporting of Injury**

DCSD is committed to a safe work environment for employees. All employees should be familiar with the safety procedures for responding to a medical emergency, emergency drills and evacuations. Each campus is equipped with an automatic

external defibrillator. Fire extinguishers are located throughout all DCSD buildings. Employees should know the location of these devices and procedures for their use.

Employees should report any unsafe practices or conditions to their supervisor and will not suffer retaliation in any form for doing so. If an employee suffers a workplace injury, failure to follow safety rules or use appropriate safety devices may result in denial of workers' compensation benefits.

If employees are injured on the job, no matter how minor, they must immediately report the injury in writing to their direct supervisor. The injury must be reported within four (4) days. If you do not report the injury in writing within four (4) days, you may be penalized and lose up to one day's workers' compensation for each day's delay. If you are physically or mentally unable to file a timely written report, another person may file it on your behalf.

If medical treatment for an on-the-job injury is needed, it must be obtained from one of DCSD's designated physicians. If not, the employee may be responsible for the cost of medical treatment.

For more information on staff security and safety, please refer to [Superintendent Policy GBGB - Staff Security and Safety](#).

### **Workers' Compensation**

The district is committed to providing a safe work environment for all employees. In accordance with applicable laws, the district pays for and maintains workers' compensation insurance for work related injuries and illnesses.

For more information, visit the [Workers' Compensation](#) website.

### **Appearance and Attire**

The general appearance of all DCSD employees, especially those who interact with students or the public, is an important aspect of the professional image. Unless otherwise required by department or building rules, employees may choose their clothing for work that is consistent with the essential functions of their job and reasonable standards of professionalism, safety, cleanliness and hygiene. Department heads and building principals may require employees to change clothing and/or discontinue practices of dress that are not consistent with the above criteria or that have a negative impact on the educational process or DCSD operations.

Some educational activities, including field days, field trips, and science labs, require exceptions to the guidelines above.

For more information on staff dress code, please refer to [Board of Education Policy GBEBA - Staff Dress Code](#).

## **Attendance and Punctuality**

All employees are expected to be on time and punctual to work. Regular attendance is considered an essential function of the job and is necessary for the efficient operation of DCSD. Employees who are going to be absent, late or need to leave work during their usual work time must contact their supervisor as soon as possible prior to the start of the work day. Leaving messages with other employees is not acceptable. Excessive absenteeism, patterns of absenteeism or tardiness may result in discipline, up to and including termination, even if the employee has not yet exhausted available paid time off.

No Call, No Show. Failure to call in when absent will result in disciplinary action up to and including termination.

Employees should discuss any further expectations regarding attendance with their supervisor.

## **Employee Records**

DCSD maintains essential employment records for each employee. It is important that these records be up-to-date and complete. This enables DCSD to reach employees in an emergency, forward mail, properly maintain insurance and other benefits, and keep track of payroll deductions.

To ensure employee records are up-to-date at all times, employees should be proactive about reviewing name, telephone number, home address, marital status, beneficiary designations, scholastic achievements, certifications, licensures and emergency contacts. Most of this information can be updated directly by the employee through Workday, otherwise, employees should contact HR Customer Care at 720-433-0140 for assistance.

The employee's personnel file will contain records and information related to compensation, payroll deductions, evaluations, disciplinary actions, awards, and other related information. Medical information will be maintained separately from the personnel file in accordance with the Americans with Disabilities Act.

Employees requiring a verification of employment must submit a request in writing to [verifications@dcsdk12.org](mailto:verifications@dcsdk12.org).

Derogatory material will not be placed in an employee's personnel record unless either (1) the employee acknowledges having received and/or read the material as indicated by the employee's signature on or referencing the document; or (2) a DCSD official

indicates with a signed acknowledgement that the employee was given the opportunity to sign the document and refused or failed to do so.

Employee personnel records are considered confidential and will not be produced except as requested by the employee, or as required by applicable law.

Each employee shall have the right, upon request, to review the contents of his or her own personnel file, with the exception of references and recommendations provided to DCSD on a confidential basis by universities, colleges, or persons not connected with DCSD. Except where required by applicable law, former employees cannot access their records post-employment

### **Separation of Employment**

Other than licensed staff, employees should notify their supervisor of their anticipated departure at least two weeks in advance. Employees should complete the Employee Notice of Resignation form, found on the HR for Employees intranet site, and provide this to their supervisor. Notice allows sufficient time to calculate final pay and other monies and benefits to which employees may be entitled.

Separating employees are asked to ensure their personal email address, forwarding mail address and phone number are current prior to their last day of work. All property of DCSD, including but not limited to passwords, DCSD-issued identification badges, computers and other electronic devices, gmail accounts, keys, books, uniforms, intellectual property and all other equipment belonging to DCSD must be surrendered upon separation from employment.

In general, an employee may not take personal or vacation days during the last two scheduled work weeks of employment without supervisor approval. Unauthorized time off will not be paid during this period.

Employees' system access will be terminated at the end of the business day on the employee's last day of employment. Systems access will not be reinstated for employees once they have separated from the District.

If it is discovered upon separation that an employee owes the district money due to an overpayment of wages earned, collection of all monies must happen within 30 days of separation, or the account will be sent to a collection agency for recovery.

## APPENDIX A

### TIME OFF PLANS FOR CLASSIFIED EMPLOYEES (ATU employees refer to the ATU agreement)

#### VACATION TIME

Employees are eligible for vacation if they are scheduled to work a .5 full time equivalent (FTE) and 260 annual work days. Hours worked from multiple positions and from the same budget will be combined for eligibility purposes. Annual vacation time is determined by the below table and is accrued on the last day of the month within the fiscal year. Employees must have started working by the last day of the month in order to earn accrual for that month. An employee will move to the next accrual rate on the next payroll following the qualifying anniversary of their employment.

COMPLETED MONTHS OF SERVICE	VACATION HOURS
Upon Hire	"X" divided by 32.5=vacation hours
12-59	"X" divided by 26.00=vacation hours
60-119	"X" divided by 17.33=vacation hours
120+	"X" divided by 13.00=vacation hours

(X=annual hours scheduled to work)

#### PERSONAL TIME

Employees who are scheduled a .5 full time equivalent (FTE) and at least for nine (9) months are eligible for personal time. Three (3) personal days will be granted at the start of the school year based on the employee's FTE. Personal days accumulate up to a limit of four (4) days and any personal days in excess of this limit will be added to an individual's sick leave balance. Pay is based on scheduled work hours per day as listed in Workday.

New employees will be prorated as follows:

Start Date	Days Granted
July 1 – September 30	3 days
October 1 – December 31	2 days
January 1 – March 31	1 and ½ days
April 1 – June 30	.75 day

## **OBSERVED HOLIDAYS**

Employees are eligible for holidays if they are scheduled a .5 full time equivalent (FTE) and 167 annual work days. Employees who work on an actual or observed holiday will be paid at time and a half in addition to holiday pay. This premium is paid on the actual or observed holiday, but not both. Holidays are paid up to an eight (8) hour a day maximum.

Employees will follow the schedule that corresponds to their scheduled work days:

### 12-month employees (>250 work days)

Labor Day  
Thanksgiving (Thursday & Friday)  
Christmas Eve  
Christmas Day  
New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day

### 11-month employees (215-250 work days)

Labor Day  
Thanksgiving (Thursday & Friday)  
Christmas Eve  
Christmas Day  
New Year's Day  
Memorial Day

### 10-month employees (200-214 work days)

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Memorial Day

### 9-month employees (167-199 work days)

Thanksgiving Day  
Christmas Day

\*This holiday schedule is subject to limited exceptions\*



## SICK TIME

An employee will move to the next accrual rate on the month following the qualifying anniversary of their employment. Sick time accumulates without limit. Annual sick time is determined by the below table and is accrued on the last day of the month within the fiscal year. Employees must have started working by the last day of the month in order to earn accrual for that month. Sick time will be prorated for new employees and employees who do not complete a full school year.

MONTHS IN DCSD	ACCRUAL PER SCHEDULED HOUR (FTE)
0-59	0.0334
60-83	0.0381
84-107	0.0477
108+	0.0526

Sick time is accrued based on the following schedule:

# of MONTHS WORKED	COVERED MONTHS
9 Month	August – April
10 Month	August – May
11 Month	July – May
12 Month	July - June

Sick time accrual is calculated as follows:

(Scheduled annual hours = scheduled hours in Workday/5 \* scheduled days per year)  
 (Scheduled annual hours \* multiplier (above)/months of accrual)

## APPENDIX B

### TIME OFF PLANS FOR LICENSED EMPLOYEES

#### PERSONAL TIME

Employees who are scheduled a .5 full time equivalent (FTE) are eligible for personal time. Employees will be granted two (2) personal days at the start of the school year. Personal days accumulate up to a limit of four (4) days x FTE and any personal days in excess of this limit will be added to an individual's sick leave balance. Pay is based on an employee's scheduled FTE as listed in Workday. New employees will be prorated as follows:

Start Date	Days Granted
July 1 – September 30	2 days
October 1 – December 31	1.5 days
January 1 – March 31	1 day
April 1 – June 30	.5 day

#### OBSERVED HOLIDAYS

Employees should refer to the school calendar for their holiday time off schedule.

#### SICK TIME

Sick time accumulates without limit. Sick time will be prorated for new employees and employees who do not complete a full school year. Employees who separate employment before the end of the school year will have their final pay deducted for sick time taken but not earned based on proration.

Default Accrual Sick Leave Plan. Employees will accrue nine (9) sick days throughout the school year. Sick time accrues without limit.

## APPENDIX C

### TIME OFF PLANS FOR ADMINISTRATIVE, PROFESSIONAL AND TECHNICAL EMPLOYEES

\*Employees should check with their supervisor regarding any time off plan information specific to their department.

#### PERSONAL TIME

Employees who are scheduled a .5 full time equivalent (FTE) are eligible for personal time. Employees will be granted two (2) personal days at the start of the school year. Personal time accumulates up to a limit of four (4) days x FTE. Any personal time in excess of this limit will be carried over to an individual's sick time balance if they have not met their 15-day carryover limit. Otherwise personal time above four (4) days will be forfeited. New employees will be prorated as follows:

Start Date	Days Granted
July 1 – September 30	2 days
October 1 – December 31	1.5 days
January 1 – March 31	1 day
April 1 – June 30	.5 day

#### OBSERVED HOLIDAYS

Employees are eligible for the following holidays if they are scheduled as a .5 FTE or greater:

Labor Day  
Thanksgiving (Thursday & Friday)  
Christmas Eve and Christmas Day  
New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day

## **SICK TIME**

Employees will accrue 10 sick days x FTE throughout the fiscal year. From 7/1/2021 forward, sick time will accumulate without limit. Prior to 7/1/2021, a maximum of 15 days x FTE rolled over annually.

## **OFF TRACK TIME**

All Administrative, Professional and Technical employees who work a .5 FTE or greater are eligible for off track time. Some positions have different work days per year. To determine how many off-track days your position qualifies for, take the difference between the total scheduled work days of 260 and your scheduled work days minus holidays, which is the amount of off-track time you have available to you during the school year (i.e., 260 total work days minus 215 scheduled work days in my position minus 10 holidays equals 35 off-track days).

Your total off-track time begins accruing on July 1st of each year and must be used by June 30th of the following year or the time will be lost. Off-track time accrues on a monthly basis. If you separate employment prior to having accrued the off-track time that you have taken, that time will be docked from your final check. If you transfer to a position that is not eligible for off-track time, you will lose the time.

Coordinate with your supervisor on when off track time can be taken. Off track time must be entered and approved by your supervisor in Workday.

## APPENDIX D

### SICK LEAVE/PERSONAL LEAVE PAYOUT

<p>CLASSIFIED</p>	<p>Regular full-time and part-time employees will be paid \$7.00/hour for all of his or her accumulated sick leave up to 1,040 hours upon separation from service with DCSD, provided the employee has at least 10 years continuous service with DCSD. The employee will receive a lump sum payment on or before July 31 of the year of separation.</p>
<p>ADMINISTRATIVE PROFESSIONAL TECHNICAL</p>	<p>Employees who held an administrative, professional, or technical position as of June 30, 2012 are grandfathered under the former sick reserve cash out benefit.</p> <p>To be eligible, an employee must have had 10 years of continuous service with DCSD at the time of retirement or resignation.</p> <p>Employees will be paid \$62.00 for each day of all their accumulated sick leave up to 130 days.</p> <p>Employees will receive a lump sum payment on or before July 31 of the year they retire and/or separate from DCSD.</p> <p>Please note: Sick Leave Pay Out is PERA eligible. To be eligible, an employee must have a sick reserve balance and must have 10 years of continuous service with DCSD at the time of retirement or resignation.</p>

<p>LICENSED</p>	<p>Employees with at least ten (10) years continuous service with DCSD are eligible for a sick leave cash out upon resignation or retirement. The cash out will be determined by the employee's sick leave time off plan.</p> <p>Default Sick Leave Accrual Plan. Employees will be paid \$48.00 for each day of all their accumulated sick leave up to 130 days.</p> <p>Alternative Sick Leave Accrual Plan – Employees will be paid \$48.00 for each day of all of their accumulated sick leave up to 60 days.</p> <p>Employees will receive a lump sum payment minus any previous cash out on or before July 31 of the year they retire and/or separate from DCSD.</p>
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## **APPENDIX E**

### **SICK TIME PLAN FOR SUBSTITUTES, SEASONAL, TEMPORARY AND 110 WORKERS**

Workers in this category will accrue one hour of paid sick time for every thirty hours worked. A maximum of forty-eight hours of paid sick time can be accrued each fiscal year. The accrual amount will be prorated based on the employee's hours worked and date of hire. Workers will carry over a maximum of forty-eight hours each fiscal year. Workers in this category are not considered regular employees and this sick time is not subject to payout upon termination.

## **APPENDIX F**

### **LICENSED WORKING CONDITIONS**

#### **Work Year**

See your DCSD teacher contract.

#### **Work Week**

In general, teachers should be available for assigned duties 37 ½ hours during each full calendar week that schools are in session. A 37 ½ hour work week will reflect as a full 1.0 FTE.

#### **Work Day**

Typically, the regular working day should consist of 7 ½ consecutive hours, including a duty-free lunch period of twenty-five (25) minutes, not including passing time. Teachers are expected to attend meetings scheduled during the regularly scheduled workday. Any absence from such meeting(s), unless excused by the principal, shall be considered absence without leave. Service on committees that meet beyond the 7 ½ hour day is voluntary. A full time teacher's FTE (full time equivalent) will reflect a full 1.0.

#### **Supervisory Duties**

The District recognizes that as professionals, the primary responsibility of teachers is the education of students. However, teachers may be assigned to non-instructional supervisory and student activity assignments during the regular school day.

#### **Other Time Responsibilities**

The District recognizes that there are other responsibilities beyond the regular workday and the duty hours specified above which are incidental to the practice of the teaching profession. These responsibilities cannot be quantified in terms of time, and teachers do not receive additional compensation for them.



## **Instructional Duties**

Determined at the building level.

## **Class Sizes**

Determined at the building level. This includes assistance for teachers with large classes.

## **Planning Time**

Planning time is determined at the building level. However, in general, elementary teachers have two hundred minutes of duty-free planning time during each regular workweek and secondary teachers have a time equivalent to one (1) instructional period.

## **Class Coverage**

In the event the District, after a good faith effort, is unable to hire a substitute for a classroom teacher then the school will enact their class coverage plan.

## **Assignments**

Determined at the building level.

## **Job Share**

Requests will be reviewed on a case by case basis by the principal, director of schools and Human Resources.

## **Educational Materials**

Reimbursement for the purchase of educational materials that are not provided by the school is determined at the building level.

**Professional Days**

Determined at the building level.

**Days Without Students**

Determined at the building level.

**Instructional Support**

Determined at the building level.

**Department Chairpersons**

Determined at the building level.

**Library Media Specialists**

Determined at the building level.

## **APPENDIX G**

### **POSITION CLASSIFICATIONS**

#### **Regular Positions**

All employees who have a regular work schedule, receive wages or salaries through DCSD's payroll, and whose employment is not limited to a specific period of time or purpose.

#### **Full-Time Positions**

Those employees who have a .75 FTE in Workday or who have scheduled weekly hours in Workday of 30 or more. All regular full-time employees are eligible for all employment benefits provided by DCSD to its employees in general.

#### **Part-Time Positions**

Those employees whose FTE is less than .75 FTE in Workday or who have scheduled weekly hours in Workday of less than 30. Regular part-time employees are eligible for limited employment benefits in general.

#### **Temporary Positions**

Those employees whose administrative or professional technical service is intended to be of limited duration. Paid interns, who are employed for a limited duration, fall under this category. This definition excludes individuals supplied under contract by an outside agency. Temporary employees are not eligible for employment benefits, time off or pay increases, and their term of employment does not normally exceed one year.

#### **Seasonal Positions**

Those employees who are hired to work for a particular season or specific time of year on a recurring basis, usually less than nine (9) months annually. Seasonal employees are not eligible for employment benefits, time off, or pay increases.

## **Substitute Positions**

Those employees who work on an as-needed basis for absent classified or licensed employees. Absences can include both daily absences and leaves of absence. Substitute positions are not eligible for employment benefits, or pay increases.

## **Non-Exempt Positions**

Employees (i.e. classified) who are subject to all provisions of the Fair Labor Standards Act (FLSA) as amended and other laws that regulate overtime. These employees receive an overtime pay rate for hours worked beyond 40 hours in any work week.

## **Exempt Positions**

Executive, professional, administrative, licensed and some computer professional employees who are excluded from the overtime provisions of the FLSA as amended. These employees do not receive overtime pay for hours worked beyond 40 hours in any work week.

## **110 Positions**

Those employees who are retired under PERA and can only be hired when a job posting has not produced a viable candidate pool. Employees hired as 110 employees are not eligible for employment benefits, time off, or pay increases.