

ROCKY MOUNTAIN DEAF SCHOOL

Employee Handbook

Effective: August 1, 2017

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Section 1

DEFINITIONS AND GENERAL STATEMENTS

A. Definitions.

1. **Academic Year.** The period of time commencing on the first day employees are required to report to work each August, and ending on the last day of school each June.
2. **Administrative Leave with Pay.** The temporary removal of an employee from duty, which may be ordered by Director. Administrative leave shall be with pay for employees.
3. **Administrative Staff.** The Administrative Staff is comprised of the Director, Business Manager, and Instructional Coordinator(s).
4. **Applicable Law.** All federal, state and local constitutional, statutory and common laws, rules, regulations, ordinances, codes and protocols that apply directly or indirectly to the School and/or its Director, officers, employees, agents or representatives.
5. **Audio-Video Device(s).** Any handheld camera or camcorder, cell phone camera or video camera, tape or digital recorder, webcam, or any other device capable of recording sounds or images.
6. **Board.** The Board of Directors for the Rocky Mountain Deaf School, which acts as the governing body of the School pursuant to Colorado law.
7. **Cell Phone(s).** Cellular telephones, Blackberries, iPhones, or any other portable electronic device by which telephone calls, emails, text messages, or other forms of data manipulation may be sent and/or received.
8. **Communications Systems.** All communications and messaging systems owned, leased, or otherwise used by School in the conduct of its business, including but not limited to, personal desktop and laptop computers, servers, telephones, video phones, cell phones, handheld electronic devices, pagers, facsimiles, voicemail, email, radios, Dictaphones, electronic storage devices, internet, and intranet.
9. **Controlled Substance.** Any substance defined as a controlled substance in the Colorado Revised Statutes, Section 12-22-303, as amended from time to time.

10. **Designee.** An employee or other person to whom the Director has delegated or assigned a specific duty, responsibility or activity.
11. **Director.** Director refers to the current Director of the School.
12. **Electronic Data and Information.** All data and information that is created, stored, sent, or received on School's communications systems, including but not limited to, electronic transmissions, documents, spreadsheets, presentations, photographs, videos, charts, graphs, photocopies, text, temporary files, audio files, and all other types of electronic data and information.
13. **Electronic Transmissions.** All forms of electronic transmissions, including communications, that are created, stored, received or sent on the School's communications systems (whether imbedded in software or otherwise), including but not limited to, e-mail, text messages, pager messages.
15. **Employee.** Any individual employed by the School on either a paid full-time, part-time or temporary basis. The term "employee" does not include independent contractors or consultants.
16. **FLSA.** The Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and the federal regulations interpreting or implementing the FLSA, 29 C.F. R. Part 500 *et seq.*
17. **Fine.** With respect to non-exempt employees, monetary payment by a non-exempt employee to the School or any deduction from the pay of a non-exempt employee as a result of a disciplinary action. With respect to exempt employees, monetary payment by an exempt employee to the School or any deduction from the salary of an exempt employee as discipline for violation of a major safety rule.
18. **Illegal Drug(s).** Any substance that is illegal in the United States under any Applicable Law, or any substance defined as a controlled substance in C.R.S. §12-22-303, *et seq.* and the Controlled Substances Act, 21 U.S.C. §801, *et seq.*, and the federal regulations interpreting and implementing the Controlled Substances Act, which is being possessed, sold or used illegally.
19. **Instructional Employees.** For purposes of Section 6(C)(11), an instructional employee is an employee whose principal function is to teach and instruct students in class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aids who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers or maintenance/facilities workers.

20. **Job Description.** The written standard of minimum qualifications, duties and responsibilities of each employee position and rank.
21. **Part-time Employee.** An employee of the School who works 30 hours or less per week on a regular basis and who is not eligible to receive any fringe benefits other than workers' compensation.
22. **School.** The employer and legal entity known as Rocky Mountain Deaf School.
23. **School Premises.** All buildings, offices, facilities, grounds, parking lots, places, School vehicles, and equipment that the School owns, leases or controls.
24. **Shall, Must, Should and May.** "Shall" and "Must" mean mandatory; "should" means advisable; and "may" means permissible.
25. **Suspension.** Removal of an employee from duty by the Director or Designee. Suspensions may be with or without pay for employees, at the sole discretion of the Director or Designee. All suspensions without pay of an exempt employee are subject to the limitations set forth in Section 5(B) of this Handbook.
26. **Temporary Employee.** A paid individual who has been hired for a period of time on a full or part-time basis, not to exceed 1,560 hours in a calendar year.
27. **Workweek.** The School's workweek begins 12:01 Sunday and ends midnight the following Sunday.

B. Employee's Responsibility to Know, Understand and Comply With This Handbook, and All Other Rules, Regulations, Policies and Procedures of the School.

All School employees are responsible for knowing, understanding and complying with this Handbook, and any other rules, policies and procedures of the School, and the written and oral directions and instructions of supervisors. If an employee has any questions or concerns about any rule, policy or procedure of the School, the employee should ask the Director for clarification before taking any action that could be deemed a violation of the rule, policy or procedure in question.

C. Employee's Responsibility to Use Good Judgment and Comply with Rules.

Employees are expected to use good judgment at all times.

An effort has been made to have this Handbook cover, either in a specific or general way, as many of the responsibilities, obligations, duties and general conduct of School employees as possible. Whenever a rule, regulation, policy or procedure applies, it shall be followed. However, there will be times when there is no rule, regulation, policy or procedure directly covering a situation encountered by an employee. When there is no rule, regulation, policy or procedure to guide the employee's conduct, the employee should inquire of the Director regarding how to proceed, if time

permits. If time does not permit asking the Director, the employee shall use good judgment (i.e., "do what is right, and do it the right way.").

D. Harmonization of All Rules, Regulations, Policies and Procedures.

No one rule, regulation, policy or procedure contained in this Handbook should be applied to a situation in a manner which causes any other rule, regulation, policy or procedure of the School to be ignored or violated. Every effort should be made to harmonize and reconcile all rules, regulations, policies and procedures relevant to the situation so that the employee's actions and conduct do not violate any portion of this Handbook, or any other rule, regulation, policy or procedure of the School.

E. Emergency Suspension of Rules.

Any School rule, regulation, policy, or procedure may be suspended or modified by the Board, the Director or Designee to meet the demand of an emergency.

F. Effective Date.

This Handbook shall be effective commencing August 1, 2017. All former rules, policies and procedures not contained herein are repealed as of the effective date of this Handbook. This repeal, however, shall not affect any disciplinary, corrective or other action begun or taken prior to the effective date of this Handbook.

G. Amendments and Additional Rules, Regulations, Policies and Procedures.

This Handbook may be amended from time to time by the Board as it deems appropriate. Such amendments may be incorporated from time to time in any printed copies of this Handbook. Regardless of whether any amendments are physically incorporated into this Handbook, they shall take effect immediately upon adoption by the Board unless otherwise indicated by the Board. The Board may from time to time implement and supplement this Handbook through other written rules, policies or procedures, and written or oral directives.

H. No Contractual Rights - At Will Employment.

This Handbook is not intended and shall not be construed to grant contractual rights to any employee or third party. This Handbook applies to all employees and does not constitute a contract of employment or a part thereof, either express or implied. Notwithstanding any statement to the contrary in this Handbook, any representations contained in any employment applications, School forms, other School documents, policies or any statements made by any agent of the School, any employee may be terminated at any time, or his/her contract may be non-renewed upon expiration, without cause, subject only to the applicable requirements of State and/or Federal law.

I. Severability.

If any part of this Handbook is held by judicial review to be invalid, every other part of this Handbook not specifically held to be invalid shall continue in full force and effect.

J. The Board's Reservation of Power and Authority.

Nothing in this Handbook shall be deemed an irrevocable delegation of any express or implied power or authority of the Board. The Board expressly reserves to itself all express and implied powers or authority vested in it by Applicable Law. The Board may at any time take any action required or permitted by this Handbook, including but not limited to hiring/appointing, terminating, and imposing corrective or disciplinary action against the Director or any other employee as the circumstances may dictate necessary.

Section 2

EMPLOYMENT POLICIES

A. Equal Employment Opportunity.

The School is committed to the goal of equal employment opportunity. It is the School's goal to recruit, hire, appoint, train and promote in all positions without regard to race, color, religion, creed, national origin, ancestry, gender, sex, pregnancy, sexual orientation, transgender status, marital status, military status, veteran status, age, genetic information or disability, unless the disability, precludes the employee from performing the essential functions of the job notwithstanding reasonable accommodations, or applicant membership or non-membership in a labor organization status in any other group protected by any Federal, State or local law. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, lay-off, leaves of absence, compensation, and training.

Every effort shall be made to ensure that all employment decisions, programs and personnel actions are administered in conformity with the principle of equal employment opportunity. Each employee is reasonable for supporting these objectives and ensuring this policy is fully implemented. It is the School's policy that each employee shall assist with ensuring the work place environment is free of harassment and discrimination on the basis of race, color, religion, creed, national origin, ancestry, gender, sex pregnancy, sexual orientation, transgender status, marital status, military status, veteran status, age, genetic information, disability, membership or non-membership in a labor organization, or status in any other group protected by Federal, State or local law. Employees shall bring any violation of these policies to the attention of the School through the reporting procedures set forth below. No employee shall be coerced, intimidated, harassed, or retaliated against for reporting a violation of these policies.

B. Harassment and Discrimination Prohibited - Generally.

The School expressly prohibits any form of unlawful employee harassment or discrimination based on race, color, religion, creed, gender, sex, pregnancy, sexual orientation, transgender status, marital status, veteran status, military status, national origin, ancestry, age, genetic information, disability, membership or non-membership in a labor organization, or status in any other group protected by federal, state, or local law. Improper harassment or discrimination which interferes with the ability of an employee to perform his/her duties will not be tolerated. The School also prohibits any employee from illegally harassing or discriminating against any third party while on duty, or while in any manner representing the School in any capacity.

Employees are not required to directly confront any persons who are the source of potential discriminatory, harassing or retaliatory behavior. Instead, employees may utilize any of the other various avenues of filing an internal complaint. Employees are required to bring forward any

allegations of unlawful harassment, discrimination, or retaliation so the School may promptly address such wrongdoing and prevent future occurrences.

All employees having supervisory responsibilities are accountable for the effective administration of this policy. Employees who believe that they have been harassed, or who have observed harassment, shall promptly notify a supervisor or the Director in accordance with the procedures set forth below.

C. Sexual Harassment Prohibited.

The School strictly prohibits sexual harassment. No one at the School, including directors, supervisors, employees, vendors, or any other person, may make unwelcome sexual advances or requests for sexual favors, or engage in any other unwelcome verbal or physical conduct of a sexual or gender-based nature or based upon an individual's sexual orientation or transgender status, where: (1) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment, or (2) it is obvious or implied that tolerating or submitting to such conduct is a condition of employment or service, or will be used for the basis of any employment or service decision, including, but not limited to, hiring, firing, performance appraisals, salary, benefits, position, job transfers, or any other decision affecting any term or condition of employment or service with the School (all such conduct is defined in this policy as "sexual harassment").

The School does not tolerate sexual harassment in any form. No employee or applicant should be subjected to unwelcome sexual requests or insulting behavior or language based on gender or an individual's sexual orientation or transgender status. No employee or applicant should be led to believe that any employment or service opportunity or benefit will in any way depend on his/her cooperation with sexual demands or that he/she must tolerate an offensive sexual environment.

All employees shall refrain from inappropriate sexual conduct that could lead to a claim of sexual harassment, including, but not limited to (1) sexually implicit or explicit communications whether in written form, such as cartoons, posters, calendars, magazines, publications, notes, letters, email, words or designs on clothing, or oral form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, sexual orientation or transgender status or repeated unwanted requests for dates, and (2) physical gestures and other non-verbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massages, brushing up against another's body.

D. Procedure for Reporting Harassment or Discriminatory Treatment.

1. Mandatory Reporting.

Any unwelcome behavior to which an employee is subjected, or observes, and which an employee considers to be unlawful harassment, sexual or otherwise, or which an employee believes constitutes discrimination, must be reported to the

Director immediately. If the report concerns sexual harassment, the employee may request that a person of the same gender be designated to receive the report from the employee. If the illegal harassment or discrimination involves the Director, the employee may report the harassment or discrimination to the President of the Board. If the unlawful harassment or discrimination involves the Board President, the employee may report the harassment or discrimination to another Board member. An employee will not be subject to any retaliatory action as a result of reporting conduct that the employee considers to be illegal harassment or discrimination.

2. **Confidentiality.**

Information reported concerning an employee's claim of illegal harassment or discrimination will be treated confidentially and disclosed only to those with a "need to know."

3. **Investigation.**

Once a complaint of illegal harassment or discrimination has been reported, the complaint will be promptly investigated by the Director, or other person(s) designated by the Director. If the complaint of illegal harassment or discrimination involves the Director, the investigation will be conducted by an outside human resources consultant or in such other manner as the School may deem appropriate, in its sole discretion. The complaining party, the accused, and any witnesses may be interviewed separately to establish the facts of the situation. An employee shall not be subject to retaliatory action as a result of cooperating with, or participating in, any investigation.

4. **Resolution.**

After the facts have been determined, both the employee who brought the complaint and the individual accused of illegal harassment or discrimination will be advised of the results of the investigation. If the investigation substantiates the complaint, appropriate action will be taken.

5. **Retaliation.**

An employee shall not be harassed, intimidated or subjected to retaliation for reporting illegal harassment or discrimination, or for cooperating with or participating in any investigation of illegal harassment or discrimination. You must immediately report retaliation in the same manner as a complaint of illegal harassment or discrimination in accordance with Section 2(D)(1), above.

E. Pregnancy and Related Medical Conditions.

It is the School's policy to treat pregnant employees the same as all other employees of the School. The School will not exclude from employment or service an applicant or employee

because of pregnancy, childbirth or related medical conditions. Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions. The commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement, sick leave, and payment under the School's health and disability insurance shall be applied to disability due to pregnancy, childbirth or related medical conditions on the same terms and conditions as they are applied to other disabilities.

As with any other employee, an employee who is pregnant shall be permitted to work as long as the employee can perform the essential functions of the job. If a pregnant employee is unable to perform the essential functions of the job, the School will treat that employee in the same manner as it treats other temporarily disabled employees. Specifically, if the attending physician determines that the pregnant employee may continue to work on modified duty, the School may, but is not required to, assign the employee to modified duty, or the pregnant employee may be eligible for family and medical leave, sick leave, or personal leave, depending upon the specific circumstances.

F. Non-Discrimination Against and Accommodation of Individuals with Disabilities.

1. Generally.

It is the policy and practice of the School to comply with the Americans With Disabilities Act and all applicable State and local laws providing for non-discrimination in employment against qualified individuals with disabilities. The School also provides reasonable accommodation for such individuals in accordance with these laws. Any employee who believes he/she is being discriminated against based on a disability or request for reasonable accommodation should follow the complaint procedure outlined in Section 2(D)(1), above.

2. Procedure for Employees to Request Accommodation.

Qualified individuals with disabilities may make requests for reasonable accommodation(s) to the School. All such requests should be in writing. Upon receipt of an accommodation request, the Director or Designee will meet with the requesting individual to discuss and identify the precise limitation(s) resulting from the disability and the potential accommodation(s) that the School might make to help overcome those limitation(s). The Director or Designee, and, if necessary, other representatives of the School identified as having a "need to know," will determine the feasibility of the requested accommodation(s), considering various factors, including, but not limited to, the nature and cost of the accommodation(s), the availability of tax credits and deductions, outside funding, the School's overall financial resources and organization, and the accommodation's impact on the operation of the School, including its impact on the ability of other employees to perform their duties and on the School's ability to conduct its business and fulfill its

goal and purpose. The employee will be informed of the decision of the Director or Designee on the accommodation request in a reasonable period of time.

G. Retaliation Prohibited.

No employee shall be retaliated against as a result of reporting, or assisting or cooperating in the investigation of, an alleged violation of any rule, policy or procedures of the School, or any Federal, State or local law or ordinance, including but not limited to the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Americans With Disabilities Act, the Pregnancy Anti-Discrimination Act, the Colorado Anti-Discrimination Act, and the Family Medical Leave Act.

H. Personnel and Confidential Records.

A personnel file and a separate confidential file are maintained for you. Personnel files and confidential files are kept in a locked, secure place to which only the Director and other authorized personnel have access for job-related purposes. Unauthorized personnel are prohibited from reviewing the personnel files and confidential files. You may review your personnel file or confidential file in the presence of the Director or a Designee at a time established by the Director or the Designee. No material may be removed from a personnel file or the confidential file; provided, however, that authorized personnel may organize and transfer records between the personnel file and the confidential file in the performance of their duties. This rule does not prohibit the disclosure of information in your personnel file or confidential file when legally required. You may request a copy of your personnel file or confidential file in writing. Copying costs may apply.

You are responsible for immediately notifying the Director of any change in address, telephone number, work status, marital status, or military status, change of the name or telephone number of the person to be notified in case of emergency, any change in driver's license status, and any change in insurance records. You also are responsible for providing the School with records concerning any licenses or certificates required for the performance of your job, and any documents showing that education or training required for the position has been completed.

I. Voluntary Termination and Resignation.

1. Notice by Retiring Employees.

Employees who meet the requirements for retirement may retire at any time; however, the School requests that employees who intend to retire from the School: (1) notify the Director at least 6 months prior to the anticipated retirement date; (2) arrange for meetings with the Director and, if possible, the employee's replacement to assist with the orderly transfer of duties to the employee's replacement; and (3) return all School Property to the Director.

2. **Notice by Employees Who Resign.**

Employees who intend to quit, resign or voluntarily leave the School are not required to give advance notice. However, in order to avoid a disruption to the School community, the School would appreciate all employees giving appropriate notice of their intent to quit, resign or voluntarily leave the School. The School requests that non-exempt employees give at least two (2) weeks' notice, and exempt employees give at least four (4) weeks' notice. Longer notice would be appreciated when possible.

3. **Return of School Property upon Termination of Employment.**

Employees who separate from their employment with, or cease providing services to, the School must return all property belonging to the School on or before their last day of work. Pursuant to a separate agreement on this issue, which is attached as Appendix B to this Handbook, each employee of the School agrees that in the event any property of the School is not returned by the employee prior to his/her last day of employment with the School, the amount paid to the employee in his/her last check will be reduced by the amount necessary to replace the property.

4. **Final Paycheck.**

- a. Normally, the final check for an employee who is terminated will be given to the employee at the time of termination, or as may otherwise be allowed by state law.
- b. The final check for an employee who resigns or retires from the School will be processed as a direct deposit in the next normal pay period. The earnings statement will be mailed to the employee's last known home address, unless the employee makes other arrangements with the School.
- c. An Exempt employee will only be paid a pro-rated amount of his/her salary for the last week of employment, if the exempt employee does not work the entire week.

5. **Unused PTO.**

Except as expressly provided in Section 6(b)(7)(d), upon the separation or termination of employment with the School, an employee will be paid for all PTO earned in the current Academic Year that remains unused at the time of separation of employment.

J. Reference Inquiries.

The School does not furnish open letters of recommendation or provide letters of reference addressed to "Whom it May Concern." Further, in response to inquiries about former employees from prospective employers, it is the policy of the School to give only information that is fact-based

and verifiable through written documentation that is in the School's possession, custody, or control. The School will give, at a minimum, a former employee's dates of employment, position(s) held, and last salary earned. The School may, at its sole discretion, answer specific questions about a former employee, but will do so only in compliance with this Section 2(J) and Applicable Law.

K. Workplace Anti-Violence Policy.

1. General.

The use of School Property such as the telephones, fax machines, e-mail, and computers in a physically threatening, intimidating or violent manner is prohibited. The School's goal is to maintain a workplace free from intimidation, threats and violence. This includes, but is not limited to physically intimidating or threatening behavior, physical or verbal mistreatment or injury, vandalism, sabotage, use of weapons, carrying weapons onto the School's Premises or during any School duty or activity, or any other act which, in the School's opinion, is inappropriate in the workplace. The School maintains a "zero tolerance" policy against violence in the workplace. This policy applies to all School employees, vendors or guests while on School Premises or while conducting School business. As set forth in other portions of this Handbook, the School has the right at any time to conduct searches of all employee-owned and employer-owned property located on the School's Premises.

2. Weapons Prohibited.

School employees may not bring a weapon onto School Premises at any time. All employees are prohibited from bringing a weapon onto School Premises or possessing a weapon while performing any School duty or activity. For purposes of this policy a "weapon" shall include firearms of any type, whether loaded or unloaded, or any other object which is designed, or which the possessor intends to use, to inflict serious bodily injury or death upon another individual.

3. Reporting Workplace Violence.

Employees, vendors or visitors who feel they have been subjected to workplace violence, or who have knowledge regarding an individual who has engaged in workplace violence, shall immediately report the incident to the Director or Designee. If an employee believes there is an immediate threat to the health or safety of the employee or any other individual, or to School Property, the employee should immediately call 911. The School will investigate all reports of workplace violence, and take such action as the School deems appropriate. Any School employee who engages in workplace violence may be subjected to discipline, up to and including immediate termination. The School may also report any incident of workplace violence to the appropriate law enforcement agency. Retaliation against a School employee for making a complaint or participating in the investigation of a complaint of workplace violence will not be tolerated.

L. Electronic Communications.

1. Communications Systems.

Your use of School's communications systems comes with significant responsibility. Electronic data and information created, stored, sent, or received on School's communications systems are the property of School. You do not have any right or reasonable expectation of privacy in any School property, including School's communications systems and any electronic data or information created, stored, sent, or received thereon. School has the right to, and may, monitor your use of School's communications systems, including your electronic transmissions and access to internet websites, and may review and inspect all electronic data and information created or stored on School's communications systems. Pursuant to C.R.S. § 24-72-203, each employee is advised that all electronic transmissions may be deemed a public record and subject to disclosure under the Colorado Public (Open) Records Act.

YOUR USE OF SCHOOL'S COMMUNICATION SYSTEMS CONSTITUTES YOUR CONSENT FOR SCHOOL TO MONITOR AND INTERCEPT YOUR ELECTRONIC TRANSMISSIONS WHILE IN TRANSIT, AFTER RECEIPT, OR WHILE STORED ON SCHOOL'S COMMUNICATION SYSTEMS UNDER TITLE I AND II OF THE ELECTRONIC COMMUNICATIONS PRIVACY ACT OF 1986.

In general, School's communications systems are to be used only for job-related purposes; however, School recognizes that intranet, internet, voicemail, and email are commonly recognized methods of communication, and that personal use of School's communication systems may be necessary on occasion. All personal communications must be kept to a minimum.

You are prohibited from using School's communications systems to access sexually oriented, pornographic, racial, or similarly inappropriate or illegal materials. Similarly, you are prohibited from using School's communications systems to create, store, send, receive, or otherwise disseminate, harassing or discriminatory materials, including but not limited to, pornographic or sexually oriented materials, racial or religious jokes, or similar inappropriate or illegal materials.

2. Blocking and Filtering Information.

To protect students from material and information that is obscene, including sexually oriented or pornographic material, software that blocks or filters such information has been installed on all School computers with Internet or electronic communications access. Blocking or filtering software may be disabled by an employee, as necessary, for purposes of bona fide research or other educational projects being conducted by employees over the age of 18.

3. Security.

All information regarding access to School's communications systems, such as user identifications, modem phone numbers, modem access codes, and passwords, is confidential and must not be disclosed to non-School personnel. You must not access another employee's email,

voicemail, or other electronic transmissions unless the other employee has granted you specific prior authorization to do so. You must not enter personal information other than your own, including photographs, onto School's communications system unless you have specific prior authorization from the individual whose personal information you are entering.

You should be cautious and use good judgment when downloading internet software, email attachments, and executable files, all of which may contain computer viruses, spyware, and malware that may damage School's communications systems. You should delete email from unknown and suspicious senders, and should never click on "pop-up" advertisements. If you have any doubt regarding specific software, email attachments, or executable files, you should consult with the Director or Designee before downloading.

4. Licenses and Software.

School has numerous licenses to utilize computer software. School does not own this software, and the license agreements contain restrictions concerning the software use, duplication, and federal copyright protection. Each employee who uses School's computer resources assumes the following responsibilities:

- a.** Only software that has been authorized and purchased by School is permitted on any School computer. Personal software may contain computer viruses, spyware, and malware that may damage School's communications systems and databases.
- b.** School or vendor software and software manuals must not be duplicated or reproduced in any manner. Such actions are in violation of license agreements School and its employees are obligated to abide by.
- c.** School software must be used as directed in the license agreement, and is not to be altered in any manner, including but not limited to, decompiling, disassembling, cross-compiling, reverse engineering, or drafting derivative works.
- d.** Computer software or documentation must not be removed from School's premises without approval from a supervisor.
- e.** School may, in its sole discretion, allow some or all employees to have remote access to School's computer system, on the terms and conditions of this policy. School may terminate such access at any time in its sole discretion.
- f.** Upon termination of employment, all School computers, computer software, and manuals must be immediately returned to School or you will be charged for the cost of the equipment or materials not returned.

5. Email and Instant Messaging.

Email and instant messaging are valuable business communication tools, which must be used responsibly and thoughtfully. When drafting and sending School-related email/instant messages and email/instant messages using School's communications systems, you should keep in mind that email communications and instant messages may be misconstrued, accidentally sent to inappropriate parties, forwarded to others by the recipient, intercepted by unknown parties, and recovered even if you believe it was deleted. Accordingly, you must carefully consider the content and tone of your email/instant message, the recipients of an email/instant message, the context in which the email/instant message is being sent, and whether it would be more appropriate to deliver the communication by another method (for example, when communicating particularly sensitive or confidential information).

You are expected to exercise professionalism and good judgment when sending School-related email/instant messages or email/instant messages using School's communications systems. An incomplete, inaccurate, inappropriate, threatening, harassing, or poorly worded email or instant message may be harmful to School or its employees or clients, or may violate other provisions of this Handbook.

6. Blogging and Social Networking.

School understands that employees may maintain or contribute to social media outside of their employment with the School and may periodically engage in posts containing information about their School employment or School activities on social media. Employees engaging in such activities are required to exercise good judgment and comply with this Handbook.

Employees may not disclose the confidential or proprietary information of the School, its students, or any other Confidential Information described in Section 4(J) below or any individual agreement between School and Employee addressing confidential information. Employees bear full responsibility for information contained in their social media posts. Employees must make certain that social media posts in any way related to the School are accurate and must correct any inaccurate statements they make.

Employees must not speak as a representative of the School, unless expressly authorized to do so by the School. To this end, employees engaging in social media must not use the School's name or any School-identifying image in their personal social media identity. An individual's social media identity includes, for example, his/her username, "handle", screen name, email address, profile image, or other image that consistently identifies the social media contributor, except that Employees may identify the School as their employer on their online profile if they choose to do so.

The School understands that some employees may wish to display their affiliation with the School through photographs or other images. Displaying such images in posts places the employee in a position of great responsibility, as such images may be perceived as representative of the School or its employees. The School strongly discourages social media posts containing videos, pictures, or comments regarding or displaying the School's employees, and prohibits

videos, pictures, or comments that would disclose the confidential or proprietary information of the School or its students, as described in Section 4(J) below. Such posts may create conflict of interest or the appearance of a conflict of interest, may constitute a release of confidential information, or may violate other provisions of this Handbook. Employees must be deliberative and thoughtful when disclosing any such information in social media posts.

Mutual respect, teamwork, and public confidence are essential to effective and efficient School administration and operation. Employees must be courteous, respectful, and thoughtful about how the School, other employees, the School's students and families, and the public may be affected by social media posts. Incomplete, inaccurate, inappropriate, threatening, harassing, or poorly worded posts may be harmful to other employees, damage employee relationships, undermine the School's efforts to encourage teamwork, violate this Handbook, or harm the School, which may result in oral or written warnings or disciplinary action up to and including termination.

Most social media sites require that users, when they sign up, agree to abide by a Terms of Service document. Employees are responsible for reading, knowing, and complying with the Terms of Service of the social media sites they use.

The School supports your rights to discuss the terms and conditions of your employment and to otherwise engage in concerted activities for your mutual aid and protection. However, the School prohibits actions that violate this policy and that are not protected pursuant other Applicable Law. Stated simply, your decision to use a different medium does not excuse recklessness in public communication or limit the School's ability to regulate your social media posts as it could any other communication.

You bear full responsibility for information contained in your posts and your Social Media. You must make certain your posts are accurate and must correct any inaccurate statements you make. You must not reference other School employees without obtaining their express permission to do so.

7. Cell Phones.

a. Use of Cell Phones or Other Audio-Video Devices for Personal Purposes.

Except for emergency situations, the use of cell phones to make/receive personal calls, send, receive, or read text messages, or perform other forms of data manipulation, including accessing the internet or other applications, is strictly prohibited while supervising or assisting in the supervision of students. When not supervising or assisting in the supervision of the students, you should limit the use of cell phones and other personal audio-video devices so as not to negatively affect your work performance. You are prohibited from using audio-video devices to record sounds or images for personal purposes during work hours or while engaged in any School activity, or in any inappropriate location, such as a restroom.

b. Use of Cell Phones or Other Audio-Video Devices to Conduct School Business.

While driving employees are prohibited from using a cell phone or other audio-video device to text message, surf the internet, create, respond to, or read email, take pictures/videos, or engage in any other form of data manipulation or activity that may cause distraction.

When using a cell phone or other audio-video device to conduct School business, you should try to avoid using the cell phone in the presence of other people whenever possible. If you must use the cell phone in the presence of other people, you must be considerate of them. This includes keeping the call as short as possible, speaking in a quiet tone of voice, and using appropriate language. You must not discuss confidential and proprietary information over the phone that could be overheard by another person, and you are prohibited from engaging in any action that could violate an employee's, student's, or third party's right of privacy or otherwise violate Applicable Law. Please consult with your the Director or Designee if you have any concerns on this issue.

8. Video Phones.

The School utilizes video phones in the classroom in order to facilitate access to other deaf classes and deaf experts, and to promote advocacy skills, parent/teacher communication, and classroom safety. Employees may use video phones only for educational and curriculum-based purposes, for School-related calls, and in emergency situations.

M. Use of Personal Cell Phones and Personal Email to Conduct School Business

The School recognizes that it is sometimes convenient or necessary to conduct school business on the employee's personal cell phone when the employee is away from the School Premises. However, employees should not provide their personal cell phone number to students or students' family members. The School's main phone number is the primary contact number to be provided to students and students' family members.

The School provides employees with a School email address and a way to access the school's email remotely. As such, there should never be a reason for an employee to provide a student or students' family members with the employee's personal email address. Only School email addresses should be used to communicate with students and students' family members.

N. No Sexual Activity.

No sexual activity is permitted while on the School's Premises or while performing any School duty or activity, regardless whether the sexual activity is consensual.

Section 3

COMPENSATION POLICIES AND WORK SCHEDULES FOR EMPLOYEES

A. Classifications of Employment.

For purposes of salary administration, eligibility for overtime payments and employee benefits, the School classifies its employees as follows:

1. Full-Time Employees.

(a) Non-Administrative Employee.

A full-time employee who: 1) performs duties related to teaching, educational support, or other non-administrative tasks; and 2) who works more than 30 hours per week on a regular basis during the Academic Year. Such employees may be "exempt" or "non-exempt" as defined below. Full-time employees receive School benefits as set forth in detail in Section 6.

(b) Administrative Employee.

A full-time employee who: 1) primarily performs administrative duties, but may include some educational or support functions; and 2) who works 40 hours per week on a regular basis during the Academic Year. The employee may be "exempt" or "non-exempt" as defined below. Full-time administrative employees receive School benefits as set forth in detail in Section 6.

2. Part-Time Employees.

A part-time employee is one who works no more than 30 hours per week on a regular basis during the Academic Year. Part-time employees are not entitled to receive the School benefits outlined in Section 6, except as expressly stated in this Handbook or in other written statements issued by an authorized representative of the School.

3. Temporary Employees.

Temporary employees are employees who work either full or part time. Such employees are engaged by the School for a specific period of time (such as summer) or for a specific project or assignment. Such employees may be "exempt" or "non-

exempt" as defined below. Temporary employees are not entitled to share in School benefits as set forth in detail in Section 6, except as expressly stated in this Handbook or in a written statement issued by an authorized representative of the School.

4. **Exempt and Non-Exempt Employee Classifications.**

Each employee will be informed of his/her initial employment classification and status as an exempt or non-exempt employee when hired. If an employee changes positions during his/her employment as a result of promotion, transfer, or otherwise, the employee will be informed of any change in his/her exemption status. Employees should direct only questions regarding their classification to the Director or Designee.

a. **Exempt Employees.**

Exempt employees are employees who are not required to be paid overtime in accordance with Applicable Laws for work performed beyond 40 hours in a work week. Professional employees such as teachers, and certain employees in administrative positions, are typically exempt.

b. **Non-Exempt Employees.**

Non-exempt employees are those who are required to be paid overtime. Non-exempt employees will receive overtime for all hours actually worked beyond 40 hours in a workweek.

B. Work Schedule.

1. **Administrative Employees.**

Administrative employees and administrative support employees must report no later than 8:00 a.m. and are required to remain on the School Premises until 4:30 p.m., Monday through Friday, Designated Holidays and school closures excepted, throughout the Academic Year.

2. **Teachers**

Teachers will be scheduled for 188 days per Academic Year, including 180 student contact days. Teachers will report in 8 hour blocks Monday – Friday. Scheduled hours will be assigned at the beginning of the academic year and are subject to changed based on student needs. Designated Holidays and school closures excepted, throughout the Academic Year.

3. **Facilities Employees.**

Employees whose duties relate to School facilities are scheduled 240 days during the Academic Year. Scheduled hours will be assigned the beginning of the Academic Year and are subject to change based on School needs. Designated Holidays, vacation requests and school closures excepted, throughout the Academic Year.

4. **Para Educators, Aides, and Other Employees.**

Para educators, aides, and other School employees must report as determined by the Director or Designee.

5. **After School Events and Extracurricular Events.**

Each Academic Year, full-time, FLSA exempt employees are required to attend Back to School Night and two Parent/Teacher Conference nights, as well as serve on one of the family event committees. All employees are encouraged to participate in as many School extracurricular events as each individual employee's personal schedule allows.

6. **Schedules Subject to Change.**

The Director may from time to time modify the work schedules for any or all employees as he/she deems appropriate in his/her sole discretion to best meet the administrative and operational needs of the School. Changes in work schedules will be announced as far in advance as practicable.

7. **Schedule Adjustments.**

The FLSA allows employers to adjust schedules to avoid FLSA overtime. Thus, the School may require employees "not to work" during a work period to avoid the employee reaching the FLSA overtime threshold. For example, if a non-exempt employee is required to attend an eight-hour mandatory meeting during what is normally non-working hours, he/she can be required "not to work" for eight hours of his/her normal shift to equal out the hours worked. In this instance, no overtime would be due the employee, so long as the adjustment occurs within the same work period.

C. Duty to Request Substitute Teacher

Employees holding teaching positions are responsible for requesting a substitute teacher if they will be absent for work for any reason, including the employee's use of any form of leave discussed in Section 6 of this Handbook. Teachers should place a request for a substitute teacher as far in advance of their leave as possible by emailing the sub line at subrmds@gmail.com. In the event of an emergency absence from work, teachers should email the sub line before 7:00 a.m. on the day of an absence in order to allow the School adequate time to arrange a substitute teacher.

Teachers are required to prepare a folder of information to provide to a substitute teacher that contains the daily class schedule, student names, daily lesson plans, and all other information necessary to facilitate a successful day for the teacher's students. The folder may be left on the teacher's desk or emailed to the Director prior to the start of the School day.

D. School Closings and Delays

In the event of inclement weather or other emergency situations, the School may operate on a delayed-start schedule, close early, or remain closed altogether. The School will follow the decision of Jeffco Public Schools regarding whether to operate on a delay or close the School. Employees should watch and listen to local news media, or view Jeffco Public Schools' social media pages for updates about closures, delays, and emergency announcements.

Under certain closure or delay circumstances, you may be required to report to work. The Director or Designee will contact you when needed to determine whether you are required to report to work during a School delay or closure.

E. Nursing Mothers.

Non-exempt female employees are permitted to take reasonable unpaid break time to express breast milk for her nursing child for one year after the child's birth. Breaks for expressing breast milk may be taken as frequently as needed. Employees who choose to use paid break time, if otherwise provided, may use such breaks for expressing breast milk and will be compensated for that time.

Upon request, the School will provide a place, other than a bathroom, that is private and free from intrusion from coworkers and the public, which may be used to express breast milk. An employee may request a private space be provided for this purpose by contacting the School's Human Resources Department.

F. Recording Work Hours - Falsification of Time Records Prohibited.

1. General Policy.

It is the policy of the School to comply with all Applicable Laws that require records to be maintained of the hours worked by employees. To ensure that accurate records are kept of the actual hours an employee works (including overtime hours, when applicable) and the accrued leave time the employee has taken, and to ensure that the employee is paid in a timely manner, non-exempt employees will record their time worked and absences on the School's official employee time cards on a daily basis. Non-exempt employees shall include on their time card the total hours worked, excluding meal periods for every day worked, as well as paid days off, such as PTO leave.

2. **Falsification of Time Records.**

Actual hours worked and leave time taken must be recorded accurately by the employee, and reported to the designated supervisor. Supervisors shall verify all hours reported. An employee may not complete the time card of another employee. Falsification of a time record may result in corrective or disciplinary action, up to and including termination.

G. Regular Pay Procedures.

1. **Automatic Deposit/Monthly Payments.**

Automatic Deposit is required for all employees. The appropriate online authorization form must be completed by each employee identifying the applicable bank information.

If an employee's bank information changes, a minimum of 10 days advance notice is needed to properly verify and adjust the information. If appropriate advance notice is not provided prior to the time of processing, a hard copy check will be issued. If the deadline for changes has passed, payments will be deposited into the prior account of record.

Paychecks for all employees will be electronically deposited to each employee's financial institution on the final day of each month.

If the pay day falls on a Saturday, Sunday, or if a designated holiday is on a Monday, the School will make the deposit on the preceding Friday. If the pay day falls on an observed Designated Holiday (other than a Monday), the School will make the deposit the day prior to the Designated Holiday.

2. **Payroll Deductions.**

As required by law, the School must make certain deductions from employee paychecks, including those for Federal, State and city taxes, as well as Social Security. Other deductions can only be made at the employee's specific request and with the employee's agreement, including for example, loans from a retirement plan. Payroll deductions also may be made from an employee's paycheck pursuant to a separate written agreement with the School for the replacement cost of lost, destroyed or unreturned School Property or as otherwise provided in this Handbook.

3. **Exempt Employee Deductions.**

An exempt employee's pay is subject to deductions for absences from work of one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability, if the deduction is made in accordance with the School's sick leave policy or disability benefit plan; to offset

amounts exempt employees receive as jury or witness fees, or for military pay; or for fines or suspensions without pay of one or more full days for violations of a major safety rule, the School's anti-discrimination or workplace anti-violence policies. An exempt employee will only be paid a pro-rated amount of his/her salary for the initial or last week of employment, if the exempt employee does not work the entire week.

4. **Improper Payroll Deduction.**

It is the School's policy to prohibit improper deductions from the salary of an exempt employee or the wages of a non-exempt employee. If an employee believes that an improper deduction has been made to his/her salary, the employee should immediately report it to the Director. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the exempt employee will be promptly reimbursed for any improper deduction made, and the School will ensure the improper deduction will not occur in the future.

H. Overtime Pay Procedures.

1. **General Overtime Policies for Non-Exempt Employees.**

The School reserves the right to require its employees to work overtime if necessary in the School's sole discretion. For the purpose of overtime compensation, Non-Exempt employees will be paid overtime at the rate of one and one-half (1½) the employee's regular hourly rate of pay for each hour actually worked in excess of 40 hours in a work week. Lunch periods, if provided, Designated Holidays, personal time and any leave of absence are not counted as "time actually worked" for purposes of calculating overtime. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of 15 minutes. Only those hours actually worked are added together to determine whether a Non-Exempt employee qualifies for overtime pay. Overtime will normally be paid in the pay period in which it is earned. All overtime must be pre-approved by the Director or Designee. Employees who work unauthorized overtime may be subject to discipline, up to and including termination.

2. **Exempt Employees.**

Exempt employees are not required to fill out time sheets and do not receive overtime compensation. Exempt employees are responsible for working the days and hours necessary to satisfactorily perform their duties and responsibilities, but are expected, at a minimum, to be on the School Premises pursuant to the applicable Work Schedule set forth in this Section 3, or as required by the Director.

Section 4

EMPLOYEE CONDUCT

A. Drug and Alcohol Policy.

1. General Policy.

The School intends to help provide a safe and drug-free work environment for our employees and students.

The School explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, or prescription medication without a prescription on the School Premises, while attending or participating in any School activity or event, or while performing any duties on behalf of the School.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the School Premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee, a student, or of others, or puts at risk the School's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the School Premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee, a student, or of others, or puts at risk the School's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the School Premises, while attending or participating in any School activity or event, or while performing any duties on behalf of the School. "Prohibited substances" include illegal drugs, or prescription drugs not taken in accordance with a prescription given to the employee.

"Controlled substance" or "illegal drugs" may include prescription drugs. For purposes of this policy, "controlled substance" includes recreational or medicinal marijuana. Employees may use prescription drugs so long as that use is consistent with a prescription and approved under working conditions by the employee's doctor. The term "prescription drugs" does not include medical marijuana. Employees must report promptly to their supervisor their use of any prescription or non-prescription medication that may impair their judgment, alertness, performance, or behavior, or otherwise affect their ability to perform the essential functions of their job. Employees may be assigned modified duties in the event of

use of a prescription medication which impairs judgment, alertness, performance, or behavior, or otherwise affect their ability to perform the essential functions of their job.

The School may also require employees to consent to personal or facility searches when it has reason to suspect the presence of controlled substances, illegal drugs or alcohol.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

2. **Testing.**

Drug and alcohol testing to determine compliance with the School's drug and alcohol policy shall be required as follows:

- a Any employee involved in an accident, or whose performance may have contributed to causing an accident involving a School vehicle, or a personal vehicle being used to conduct School business, must undergo drug and alcohol testing as soon as possible following the accident.
- b An employee must undergo drug and alcohol testing when the School determines reasonable cause exists to suspect that the employee may have violated the School's drug and alcohol policy. Such reasonable cause exists when an employee's appearance, performance behavior, speech, breath odor, or other physical or mental symptoms indicate possible drug or alcohol use. Observations must be personally observed and documented by at least one School employee, or by at least one individual who is not an employee of the School.

3. **Positive Result or Refusal to Submit to Test.**

A positive, confirmed drug or alcohol test may result in immediate termination even for a first offense. Any employee who fails or refuses to submit to a test may be immediately terminated. In addition, any employee who is convicted of a DUI, a DWAI, or a felony for a drug or alcohol related matter may be terminated.

4. **Drug or Alcohol Related Convictions - Duty to Notify School.**

As a condition of continued employment by the School, an employee must notify the School if he/she is convicted of, or pleads guilty or no-contest to, any charge of unlawful manufacture, distribution, dispensation, possession or use of a controlled

substance, or illegal drug, or any alcohol-related conviction, guilty plea or no-contest. Employees must notify the School no later than five (5) days after conviction, or entry of a guilty or no-contest plea. Any employee who fails to notify the School within the required time may be immediately terminated.

5. Confidentiality.

To the extent reasonably possible, and except as necessary in an emergency situation or for management to conduct the business of the School, or unless required to do so incident to a Court or administrative proceeding, the School will not release information with respect to an employee's drug or alcohol test results.

B. School's Right to Conduct Reasonable Searches.

In order to establish and maintain a safe, healthy working environment and to protect its image and reputation, School has the right to conduct reasonable searches. This Handbook serves as notice that you are required, without prior notice, and upon School's request, to submit to a search of any pocket, package, purse, briefcase, lunch box, sack or container of any kind brought or kept by you on the School Premises, and to submit to a search of a desk, file drawer, computer, or other container provided by the School. All spaces on the School Premises or under the School's control remain subject to search even though you use such spaces or consider the space to be private. The School's communications systems, including School computers, telephones, cell phones, handheld electronic devices, pagers, and electronic storage devices, and all information on the School's communications systems remain School property at all times. You do not have any right or reasonable expectation of privacy in any School property, including the School's communications systems and any data or information created, stored, sent, or received thereon.

Your refusal to submit to or cooperate with a search as described above may lead to immediate termination or may be considered by the School as a voluntary resignation.

C. Duty to Read Posted Items and School Communications.

All employees are responsible for keeping apprised of information posted on, or sent through, the School's bulletin boards, Intranet, School e-mail correspondence, School pages, and other means of communication initiated by the School.

D. Child Abuse and Neglect Reporting.

The School complies with the Colorado Child Protection Act of 1987, Section 19-3-301 *et seq.* of the Colorado Revised Statutes ("Child Protection Act"). To that end, any school official or employee who has reasonable cause to know or suspect that a child has been subjected to abuse or neglect or who has observed the child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, as defined by the Child Protection Act, shall

immediately report or cause a report to be made to the Jefferson County Department of Human Services, a local law enforcement agency, or the Colorado child abuse reporting hotline system.

This Section 4(D) does not constitute the School's full policy regarding child abuse and neglect reporting. Employees shall read and comply with the School's comprehensive *Child Abuse and Neglect Reporting Policy* and the Child Protection Act. Any questions related to an employee's obligation under the School's *Child Abuse and Neglect Policy* or the Child Protection Act should be directed to a member of the Administrative Staff.

E. Solicitations.

Except to the extent permitted by Applicable Law, no employee shall solicit or compel another employee to join, support or contribute money to any political party, club, union or association while on duty, or on School Premises, unless approved in advance by the Director or Designee.

F. Vehicles.

The safe and legal operation of the School's vehicles, or personal vehicles used for School business, is critical to the School's administration and operation. All employees who operate School vehicles or use a personal vehicle to conduct School business shall obey the following rules:

1. Valid Driver's License.

A valid Colorado driver's license, unrestricted except for corrected vision or other restriction(s) that can be reasonably accommodated, is a condition of employment and continued employment with the School. On or before January 31st of each year, each employee shall submit a copy of his/her valid Colorado driver's license to the School.

2. Insurance.

All employees must be insurable by the School's insurance carrier. All employees must maintain insurance on any personal vehicle that may be used for School business.

The School requires all employees using personal vehicles for School business to submit current personal auto policy declarations to the School. The minimum acceptable limits of liability insurance are \$100,000 per person, \$300,000 per accident, and \$100,000 for property damage.

3. Accidents.

All accidents involving School vehicle, or a personal vehicle used during School business, no matter how minor, shall be reported immediately to the Director or

Designee. The Director or Designee may investigate the circumstances surrounding the accident.

4. Traffic Violations.

Citations for major moving violations, including DUI, DWAI, Reckless Driving, or Careless Driving and any driver's license revocation, confiscation or suspension shall be reported immediately to the School, regardless of whether the citation occurred while the employee was on the job or engaged in School business, or occurred off the job on personal time. Failure to report a citation for a moving violation, revocation, confiscation or suspension of a driver's license may result in disciplinary action, including termination.

5. Lawful Driving and Parking.

Existing traffic regulations shall be strictly observed at all times.

G. Dress Code.

Employee dress and appearance play a vital part in the projection of a professional image and in contributing to a positive learning environment. Employees shall dress in a professional manner while on the School Premises or when representing the School in any manner.

The following items are considered inappropriate working attire and may not be worn at any time:

- Spaghetti-strapped shirts or dresses
- Tank tops
- Skirts or dresses more than 2 inches above the top of the knee
- Bare midriffs
- Low-cut fronts
- Shorts (except for employees who work outside of the School building, in which case shorts not more than 2 inches above the top of the knee may be worn when the temperature outside exceeds 80 degrees).
- T-shirts (except Rocky Mountain Deaf School t-shirts worn on Fridays for School Spirit Day)
- Jeans (except on Fridays for School Spirit Day)
- Any clothing that contains inappropriate slogans, language or profanity

All clothes must be clean and show no signs of wear (e.g., holes, tears, frayed edges). Hair, including beards and mustaches, must be neatly groomed.

Each Friday, except as otherwise determined by the Director in his/her sole discretion, employees may dress in School Spirit Wear. On Fridays, you may wear jeans without holes, tears, or frayed edges. T-shirts may not be worn unless it is a Rocky Mountain Deaf School branded t-shirt.

Sweatpants, sweat shirts, tennis shoes, and all other prohibited items listed above may not be worn on School Spirit Day.

Contact the Director or Designee if you have any questions about appropriate School attire.

H. Use of Tobacco, Tobacco Products and Electronic Cigarettes.

The School intends to provide a tobacco-free work environment for its employees. The use of tobacco, tobacco products of any form, and electronic cigarettes are prohibited on the School Premises, while attending or participating in any School event or function, and while performing any duties on behalf of the School.

I. Property.

1. Care and Use of School Property – Theft of Employee Property.

Each employee is responsible for the reasonable care of all School property. School property is to be used only for official School business, in an appropriate manner, and in accordance with all applicable School rules, or other directives. No employee shall remove School property or the property of any other employee without proper authorization. Any employee stealing School property or the property of any other employee, or who abuses, misuses, damages, or destroys School property, shall be subject to discipline, up to and including immediate termination.

2. Lost, Stolen or Damaged Property.

Lost, stolen or damaged property shall be reported immediately to a member of the Administrative Staff. A written report shall be made to the Director by the Administrative Staff member prior to the end of the day.

3. Prohibited Use of School Property.

Employees shall use School equipment, facilities or tools only to perform their duties. Employees will be held accountable for the return of any piece of property furnished him/her. School equipment, facilities and tools shall not be used or loaned for any personal purpose except by permission of the Director.

4. Return of School Property.

All property belonging to the School, including but not limited to, School credit cards, computers, keys, access cards, and student information in whatever form, shall immediately be returned upon separation of employment from the School for any reason. School property which has not been reported as lost or stolen prior to an

employee's separation of employment from the School, and which is not returned to the School, will be considered stolen and reported to appropriate law enforcement agencies.

5. School Not Liable for Employee's Personal Property.

Each employee is responsible for his/her personal property while at work. The School is not responsible for any loss or damage to vehicles or any other personal property of its employees.

J. Conflicts of Interest/Confidential Information.

Except as required by Applicable Law, you must not release to anyone outside the School any confidential information including, without limitation, any information about a student, a student's family member, or a School employee (personnel, medical or otherwise), or any information that might be used to the detriment of the School, its students, or the public.

You must not allow other employment, volunteerism or activities to conflict with your job duties or responsibilities. As a result, it is best practice to refrain from entering into a contract, agreement, or other arrangement with a student, or a family member of a student, who attends the School. This includes, but is not limited to, privately tutoring, in exchange for money, services, or other consideration, any student who attends the School. In the event you enter into a contract or agreement of this nature, you must disclose the terms of that contract or agreement with the Director.

You must immediately disclose a conflict of interest in writing to the Director or as otherwise required by Applicable Law. In the event of a conflict of interest, which conflict shall be determined in the Director's sole discretion, you must immediately cease the action causing the conflict or obtain a waiver of the conflict from the Director.

You are not permitted to conduct personal business or perform any activity on School Premises for which you will receive any form of compensation from anyone other than the School, unless approved in advance by the Director and only if such business activities do not interfere with the administration or operation of the School, and does not, directly or indirectly, use any School funds, property or resources.

K. Personal Gain Prohibited.

No employee shall demand from any person(s) pay or other reward for services rendered as an employee of the School. Employees may not accept any gifts, money or favors that are expensive or have real value from students, students' family member or other community members with whom employees interact as part of their employment. Although there may be no wrongful activity involved, accepting gifts, money or favors may appear to impair employees' professional

judgement. Employees may receive a non-monetary award publicly presented by a nonprofit organization in recognition of public service.

Notwithstanding the foregoing, an employee may receive compensation for services provided to a third-party during periods when the employee is not providing services to the School (i.e., during days off, vacation or otherwise); provided, however, that such services to third parties shall in no manner affect the employee's performance of, or ability to perform services for, the School.

L. Family Education Rights and Privacy Act of 1974 (“FERPA”).

Student education records are official and confidential documents protected by the Family Education Rights and Privacy Act of 1974. FERPA applies to schools that receive federal education funds, including the School, and non-compliance can result in the loss of those funds.

Confidential education records include, but are not limited to, student registration forms, graded papers, student information displayed on a computer screen, and social security numbers linked to student names. Employees who work with or around education records are required to keep this information secure and protect the rights of students. FERPA provides that:

- Parents have the right to inspect and review their child’s education records (any records from which the student can be individually identified), to the exclusion of third parties. These rights are transferred to the student when he or she reaches the age of 18 or attends a school beyond the high school level (“Eligible Student”).
- Parents and Eligible Students have the right to request that a school correct records believed to be inaccurate or misleading.
- Institutions may not disclose information about students, nor permit inspection of students’ records, without written permission from the parent or Eligible Student, unless such action is covered by certain exceptions as stipulated in FERPA.

If you have any questions regarding the application or coverage of FERPA, contact the Director.

M. Attendance and Punctuality.

All employees shall report to work at the prescribed hour. Any employee who fails to report to work at the prescribed hour without following the procedures set forth in this Handbook will be subject to disciplinary action. Any employee reporting late to work or reporting absent shall explain the reason for the tardiness or absence to the Director. Consistent tardiness is grounds for disciplinary action including termination. Absence without notification or approval is grounds for disciplinary action including termination.

N. Non-Employee Contacts and Conduct/Testimony

No employee shall give a deposition, affidavit, written statement, interview, or other form of

information, including, without limitation, any papers or documents of the School, or appear as a witness in a civil or criminal matter arising out of or related to his/her duties without prior notice to, and authorization by, the Director.

O. Off-Duty Activities.

The School may take corrective or disciplinary action, up to and including termination, for an employee's off-duty conduct that: relates to a bona fide occupational requirement or is reasonably and rationally related to your employment; or is necessary to avoid a conflict of interest or the appearance of such a conflict with any of your responsibilities to the School. Any questions involving this policy must be directed to the Director.

P. Performance Reviews.

In addition to daily supervision and feedback, the School may provide a written performance evaluation to each employee, and will endeavor to do so on an annual basis.

Q. Safety and Working Conditions.

Safe, pleasant and efficient working conditions are constant goals. The School's policy is to provide and maintain safe and healthful working conditions. The School endeavors to reduce the possibility of accidents and to comply with all safety laws and ordinances. You have the obligation to observe general safety principles and practice safety at all times.

If an injury, no matter how slight, or illness arises out of your employment, you must report it immediately to a member of the Administrative Staff. Workers' Compensation insurance is provided according to the laws of Colorado. The cost of this insurance is borne completely by the School.

You are expected to take all precautions necessary to assure that School equipment and other property is not lost, damaged, or stolen. Any suspicious activity or theft should be reported immediately.

Much of the equipment maintained in in the School is quite expensive, and, in some cases, maintenance contracts have been obtained in order to keep the equipment running properly. Any equipment that needs to be modified, adjusted or repaired should be reported immediately to the a member of the Administrative Staff.

R. Visitors.

To help ensure the safety of the entire School community, the School must know who is in the building at all times, the reason for each person's visit, and where each person is going. Therefore, employees must not unlock or open any external doors for any visitors. Employees should direct all visitors to the main entrance so that they may sign in at the front desk and

receive a visitor name tag. All visitors will be escorted to their intended location by the employee with whom they have an appointment or a member of the front office.

S. Appearance of Classrooms, Offices and Work Areas.

You have the responsibility of maintaining your classroom, office, or work area in a neat and professional manner. It is understandable that there will always be a need to have papers and other materials out while teaching or performing your work. At the end of each school day, you should make every attempt to clean your classroom or work area so that it is clean for the beginning of the next day.

T. First Aid.

First aid supplies are located in the School clinic. If you need first aid beyond what can be supplied in the School clinic, notify a member of the Administrative Staff and go immediately to a physician or a medical facility where your needs can be attended to as soon as possible.

U. In Case of Injury.

Except in an emergency, you are to report all injuries to the Director or Designee (who will complete a First Report of Injury) and proceed to one of the designated medical provider locations provided by the School. Updated medical provider location lists can be obtained at the front office or HR manager's office. This is a requirement of our workers compensation insurance. If you decide to seek help elsewhere, it will be at your own expense.

Section 5

WARNINGS, DISCIPLINE AND TERMINATION

A. Oral and Written Warnings.

1. Warnings Not Considered Discipline.

Oral and written warnings issued pursuant to this Section 5(A) are not considered discipline. Oral and written warnings are intended to notify you of conduct that is not in conformance with this Handbook, the School's rules, or Applicable Law, or otherwise is inappropriate or deficient, so you can take appropriate action promptly to ensure the conduct does not occur again.

2. Oral Warnings.

An oral warning may be imposed at any time by the Director or Designee. The Director or Designee issuing the oral warning will document it with a written note or memo placed in the employee's personnel file. A copy may be given to you.

3. Written Warnings.

A written warning may be imposed at any time by the Director or Designee. You will be given a copy of the written warning. You must meet and discuss the written warning with the Director and acknowledge in writing that you discussed the written warning with the Director. The written warning and your acknowledgement will be placed in your personnel file.

4. Warnings Issued by Board.

The Board has complete discretion to issue an oral or written warning to the Director at any time, using such procedures as it deems appropriate.

B. Discipline.

Discipline is an action taken against you for violating the Director or a Designee's verbal/written order or direction, a School rule, or Applicable Law, which involves one or more of the actions described in Section 5(C) below, or for any other reason in the School's discretion.

1. At-Will Employment; No Progressive Discipline

The School does not have a progressive or step-discipline policy. You are "at-will" and may leave your employment with the School at any time. The School also may terminate you at any time, or choose to not renew your contract upon expiration, with or without cause, subject only to the requirements of Applicable Law.

2. Reporting Violations.

You must promptly report a violation of this Handbook or other School rule, Applicable Law, or other alleged employee misconduct to a member of the Administrative Staff.

3. When Discipline May Be Imposed.

Discipline may be imposed for violating the Director or a Designee's verbal/written order or direction, any School rule, including but not limited to, violating this Handbook, any Applicable Law, for unsatisfactory or deficient performance of duties, or for any other reason in the School's discretion.

C. Forms of Discipline.

The Director or a Designee will determine the discipline to be recommended based upon the specific facts and circumstances of the case, considering your prior work performance, including, but not limited to any prior oral or written warnings or discipline. If, based upon all of the facts and circumstances, the Director or Designee believes discipline is warranted, the Director or Designee may recommend one or more of the following forms of discipline:

- a. Action or Performance Improvement Plan;
- b. Suspension;
- c. Suspension without pay;
- d. Fine;
- e. Leave Reduction;
- f. Non-renewal of Contract; or
- g. Termination.

D. Exempt Employee Limitations

In order to comply with the FLSA "salary basis" requirements, the following limitations apply to disciplinary actions against FLSA exempt employees:

- (i) A fine can be imposed against an FLSA exempt employee **only** for violations of a safety rule of major significance. An exempt employee cannot be fined to reimburse the School for lost or damaged School equipment or property;
- (ii) An FLSA exempt administrative employee can be suspended without pay for more than one workweek (no partial workweeks) for any act or omission forming a basis for discipline under this Handbook, a School policy, or any other School rule or Applicable Law;
- (iii) An FLSA exempt employee can be suspended without pay for one day or more (no partial days) for violations of the School's anti-discrimination/anti-harassment policies or workplace anti-violence policy.

E. Board Discipline of the Director.

Subject to the legal requirements of the Colorado Sunshine Law, the Board has the sole discretion with respect to imposing discipline against Director. The Director is not entitled to receive progressive or step-discipline; nor does any discipline imposed by the Board alter the Director's status as an at-will employee serving at the pleasure of the Board. The Board may place the Director on administrative leave in its sole discretion, while the disciplinary action is pending.

F. Termination Due to Job Elimination.

The Director may request approval from the Board to terminate you as a result of the elimination of your position.

G. Termination for Reasons Other Than Discipline or Job Elimination.

The Director, on his/her own initiative or upon recommendation of a member of the Administrative Staff, may terminate you for reasons other than discipline or job elimination, where the Director finds it is in the best interests of the School, its employees and/or the students and families it serves, including your goals and needs are inconsistent with the School's goals and needs, you are not integrating into the School's work force, operations or administrations, or attitude or behavioral problems that, while perhaps not rising to a level requiring discipline, are not in the best interests of the School, its employees and/or the students and families it serves.

H. Non-Renewal of Contract.

A decision by the School not to renew an employee's contract, if any, which is made outside of the disciplinary process will be governed by the procedures outlined in the Contract. Where no such procedures exist, the School will provide written notice to the employee of the non-renewal. A decision by the School not to renew an employee's Contract may be made for any reason or no reason, in the School's sole discretion, subject to Applicable Law.

Section 6

BENEFITS

NOTICE: Except for benefits required by Applicable Law, the School has the right to modify, add to or eliminate any benefit contained in this Handbook subject to compliance with any requirements of Applicable Law. Unless otherwise set forth below, these benefits are only available to regular full-time employees.

A. Insurance.

1. Life Insurance.

The School has elected to carry a life insurance plan on all regular full-time employees. A copy of the insurance policy is available for review. The School's life insurance benefits are subject to review and adjustment, including termination of the benefit, by the School as it deems appropriate in its sole discretion.

2. AD&D and STD.

The School has elected to carry an AD&D policy for all employees. Employees can elect to purchase Short Term Disability insurance through the Jefferson County School District. A copy of these policies are available for review. These benefits are subject to modification and termination at any time by the School.

3. Workers Compensation Insurance.

To provide for payment of employees' medical expenses and to facilitate partial salary payments in the event of a work-related accident or illness, employees are covered by Worker's Compensation Insurance. The amount of the benefits payable, and the duration of the payments, depends upon the nature of the employee's injury or illness. In general, all reasonable medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments are provided if the employee is absent from work.

Except in an emergency, you are to report all injuries to the Director or Designee (who will complete a First Report of Injury) and proceed to a Designated Medical Providers. The School has prepared the statutorily required list of treating physicians who are the School's designated providers and will provide this list to

any employee who is injured at work, and to any other employee upon request. The School will provide this list within 24 hours of when the School has notice of the injury. If an emergency prevents the School from providing this list to an injured employee within that time, the list will be provided as soon as the emergency ceases.

To assist in selecting a provider, you may submit a written request to the School for disclosure of ownership interest and employment relationships from any of the designated providers. A form is available in the School's administrative office to assist you in obtaining the information. If you are injured on the job, you may submit a one-time notice to change the treating physician by choosing another name from the list, provided that the notice to change is submitted within 90 days after the date of injury, but before you reach Maximum Medical Improvement. A form is available in the School's administrative office. Nothing in this paragraph prohibits you from submitting a written request to change physicians pursuant to C.R.S. 8-43-404(5)(A)(VI).

4. Health Insurance.

The School participates in group health insurance for paid full-time employees (working 30 hours or more per week) and pays the full premium for the employee. Employees scheduled to work no less than 20 and no more than 30 hours per week can participate in the health plan at their own expense. A copy of the plan is on file in the School's administrative office. The School's group health insurance plan is subject to review and adjustment, including termination, by the School at any time in its sole discretion. The effective date for insurance coverage will depend on date of employment and date the insurance company will include the employee in the group plan. There is a 60-day waiting period for employees. Accordingly, employees will be eligible for health insurance benefits on the 1st day of the month following the waiting period.

5. Dental Insurance.

The School currently maintains a group dental plan for full-time employees and their families under which the employee pays the total premium. A copy of this plan is on file in the School's administrative office. The effective date for dental coverage will depend on date of employment and date the insurance company will include the employee in the group plan. The plan is subject to review and adjustment, including termination of the benefit, by the School at any time in the sole discretion of the School. There is a 60-day waiting period for employees.

6. Injury and/or Illness Not Covered by Workers' Compensation Insurance.

An employee of the School whose injury or illness is not covered by Workers' Compensation Insurance shall use his/her accrued PTO leave, up to 10 days per Academic Year. An employee who remains unable to return to full duty (with or without reasonable accommodations) after having used all available leave, may request time off without pay or, if unpaid time off without pay is not approved, may be terminated in the sole discretion of the Director.

B. Leaves.

1. Funeral Leave.

Full-time employees of the School will be granted up to three (3) consecutive days off from work in the event of the death of the employee's spouse, or the child, father, mother, grandparent, aunt, uncle, sister, brother, sister-in-law, or brother-in-law of the employee or his/her spouse. Such leave shall be with pay for full-time employees. Additional funeral leave must be approved, in advance, by the Director or Designee.

The Director or Designee may in his/her sole discretion, grant employees leave for up to four (4) hours to attend the funeral of individuals other than the immediate family employees listed above. For employees, such leave shall be without pay, except in the case of exempt employees who have provided services to the School at any time during the workweek in which the leave is taken. The employee may utilize other accrued leave to cover the unpaid funeral time.

Requests for funeral leave should be made to the Director or Designee.

2. Jury Duty and Witness Leave.

a. Jury Duty.

Any employee called for jury duty will be granted leave. Employees shall be granted such leave with pay, less the amount of jury fees received by the employee for such service, for up to five (5) work days per calendar year.

To qualify for jury duty leave, employees must submit a copy of the summons to serve to their supervisor as soon as it is received. In addition, proof of jury service must be submitted to the employee's supervisor after jury duty is completed.

All employees excused for jury duty shall return to work immediately when dismissed from jury duty or when the jury is not in session during the employee's usual work hours.

The School will make no attempt to have an employee's jury service postponed except when administrative and operational conditions necessitate.

b. Witness Leave.

An employee who is subpoenaed to provide deposition testimony or appear in court on a School-related matter shall immediately notify his/her supervisor. Employees will be granted such leave with pay. An employee who is subpoenaed to appear at deposition or in court as a witness in a non-School matter may take time off to testify. Employees will be granted leave without pay unless the Director approves pay for the time off in advance. The employee shall furnish a copy of the subpoena to his/her supervisor. An employee excused from witness duty shall return to work immediately upon completing his/her testimony.

3. Voting Leave.

The School believes voting is an important responsibility we all assume as citizens. Under most circumstances, it is possible for an employee to vote either before or after work, use absentee ballots, or take advantage of early voting procedures to avoid time off from work. The School will, however, grant time off to vote. The employee must submit a request for time off to vote before the day of the election. During the day of election, an employee shall be granted a period of two hours during the time the polls are open to vote. Non-exempt employees shall be paid their regular hourly wage for the period of their absence, not to exceed two hours. The School will specify the hours during which the employee may be absent; provided, however, that, at the employee's request, the hours will be scheduled at the beginning or end of the employee's regularly scheduled shift on Election Day. Notwithstanding the foregoing, the Director or Designee may, in his/her discretion, deny an employee's request for time off to vote, if the employee's hours of work on the day of the election are such that there are three or more hours between the time of opening and the time of closing of the polls during which the employee is not required to be at work.

4. Administrative Leave.

The Director may, in his/her sole discretion, immediately place an employee on administrative leave for any reason for up to 10 days. The Board, in its sole discretion, may extend administrative leave beyond 10 days. When an employee is

placed on administrative leave, the employee must not participate in any School duties, responsibilities, events, or functions. The administrative leave will be with pay for employees, unless the Director determines the leave will be unpaid.

5. Military Leaves of Absence.

The School supports military service by its employees as an important civic duty. If an employee is called to active military duty or to reserve or National Guard training, or if the employee volunteers for the same, the employee should submit copies of his/her military orders to the Director as soon as practicable. The employee will be granted a military leave of absence for the period of military service and/or training in accordance with Applicable Law. An employee's military leave of absence will be with pay for the first 15 days (8 hours per day) in a calendar year. The employee's eligibility for reinstatement after his/her military duty or training is completed will be determined in accordance with Applicable Law.

6. Fitness for Duty After Illness, Medical Condition or Injury.

Any employee who has been on leave as a result of illness, medical condition or injury may, in the discretion of the Director or Designee, be required to undergo a fitness for duty evaluation to determine the employee's ability to perform the essential functions of the employee's position.

7. Paid Time Off (PTO).

a. Eligibility and Use.

Each full-time employee is allotted ten (10) days of paid time off ("PTO") per Academic Year. Full-time employees who work a contract year longer than the standard Academic Year are allocated one additional day of PTO for every twenty (20) additional contract days. Additional days of PTO allocated to those employees who work a contract year longer than the standard Academic Year are not provided on a pro-rated basis.

It is up to the employee to allocate how the accrued PTO will be used (i.e., for vacation, illness, caring for children, school activities, medical/dental appointments, leave, personal business, emergencies and so forth).

Each employee is responsible for verifying the accuracy of his/her PTO balance throughout the year and promptly notifying the HR Department if he/she believes an error has occurred.

b. Carryover.

An employee may carry over unused PTO from one Academic Year to the next, but may not accrue more than thirty (30) days of PTO. A maximum of ten (10) days of PTO may be used in a single Academic Year unless the leave qualifies under FMLA.

c. Scheduling PTO.

Use of PTO is subject to the School's administrative and operational needs. Except for unanticipated illness or injury, PTO must be scheduled at least two weeks in advance with prior written approval of the employee's supervisor. If two weeks advance notice is not practical under the circumstances, employees must provide as much advance notice as possible.

Employees may not use more than three (3) consecutive PTO days without providing a doctor's note indicating that more than three (3) consecutive days are necessary. Year round and administrative employees contracted for 210 days or more per Academic Year can request up to five (5) days of consecutive PTO without providing a doctor's note.

Except in extraordinary circumstances, and with prior written approval by the Director, PTO may not be used during the last five (5) days of the Academic Year. Employees are strongly encouraged not to use PTO, unless necessary, in connection with the end of a School term, on in-service days, or immediately before or after Designated Holidays.

d. Cashing-in PTO.

After ten (10) consecutive years of employment with the School, employees who have accrued but unused PTO days may, upon separation of employment for any reason, cash them in at the rate of one half day of pay for each PTO day cashed in. After twenty (20) consecutive years of employment with the School, employees who have accrued but unused PTO days may, upon separation of employment for any reason, cash them in at the rate of one day of pay for each PTO day cashed in.

8. Holidays.

Full-time employees are entitled to, and the School is closed on and during, the following unpaid designated holidays and breaks (collectively, "Designated Holidays"):

Labor Day

Fall Break (generally a Monday and Friday in October)
Thanksgiving Break (Monday through Friday the week of Thanksgiving)
Winter Break (one to two weeks in December, continuing until the day following New Year's Day)
Martin Luther King Jr. Day
Presidents Day
Spring Break (a Monday through Friday in March)
Memorial Day

9. Professional Development.

Full-time employees receive professional development leave as part of the professional growth plan. Staff will identify individual needs for professional leave and submit to the Director. Professional development leave must be approved in advance by the Director. Professional development leave may only be used to attend events that directly relate to the employee's job duties and responsibilities, and that is intended to directly benefit the employee in the performance of his/her job. Employees are required to document attendance at the professional leave function.

10. Leave and Disability Provisions Subject to Americans with Disabilities Act.

All of the provisions set out in this Section regarding sick leave, modified duty and disability are subject to the terms of the Americans with Disabilities Act ("ADA") so that to the extent any provision herein is deemed to be inconsistent with the ADA, the ADA, where applicable, shall control.

11. Family and Medical Leave Act of 1993 ("FMLA")

a. Eligibility

As a public entity, the School is a covered employer under the Family Medical Leave Act of 1993 ("FMLA") and must comply with various requirements outlined in the FMLA; however, the School need only provide FMLA leave (*i.e.*, 12 weeks of unpaid leave) to "eligible employees," which the FMLA defines as those employees who have: (a) completed at least 12 months of employment with their current employer, (b) have worked a minimum of 1,250 hours in the 12-month period preceding the start of FMLA leave; and (c) are employed at a worksite with 50 or more employees (not including volunteers) within 75 miles of that worksite. With respect to requirement (c), whether 50 employees are employed within 75 miles to ascertain an employee's eligibility for FMLA leave is determined when the employee gives notice of the need for leave.

Attached as Appendix C is the Employee Notice of Rights and Responsibilities issued by the U.S. Department of Labor, which provides employees with a general description of their FMLA rights and responsibilities. Additional rules governing the FMLA are outlined in the implementing federal regulations. Please refer to Appendix C to determine if you are eligible for FMLA leave. You may also refer any questions or concerns with this policy or your eligibility for FMLA leave to the Director or Designee.

b. Amount of Leave

To the extent you are eligible for FMLA leave, the amount of FMLA leave in a twelve-month period available is governed by the type of FMLA leave being taken. Please refer to Appendix C for further information. A "twelve-month period" shall mean a rolling twelve-month period measured backward from the date an employee uses any FMLA leave pursuant to C.F.R. §825.200(b)(4).

If both spouses/partners work for the School and each is eligible for and wishes to take leave for the birth of a child, adopting or placement of a child in foster care, or to care of a parent with a serious health condition, the spouses/partners may only take a combined total of 12 weeks of leave. If both spouses/partners work for the School and each is eligible for and wishes to take leave to care for a covered service member, the spouses/partners may only take a combined total of 26 weeks of leave.

c. Use of Paid and Unpaid Leave

To the extent an employee is eligible for FMLA leave, the employee must use any accrued PTO leave during his/her FMLA leave as specifically outlined in this policy. An eligible employee who is taking FMLA leave because of his/her own serious health condition or the serious health condition of a family member must use all paid PTO leave, with the balance of the FMLA leave (if any) being unpaid.

Leave for an eligible employee's serious health condition, including workers' compensation leave (to the extent it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an eligible employee is injured on the job and is out of work for six weeks on worker's comp leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week FMLA entitlement. The employee may then be required to substitute accrued paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

An eligible employee's leave for the birth of a child will be designated as FMLA leave and will run concurrently with any disability benefits. An eligible employee who is taking leave for the birth, adoption or foster care of a child also must use all paid PTO leave before being eligible for unpaid leave.

An eligible employee who is using military FMLA leave for a qualifying exigency must use all paid PTO leave before being eligible for unpaid leave. An eligible employee using FMLA military caregiver leave must use all paid PTO leave (as long as the reason for the absence is covered by the School's PTO policy) before being eligible for unpaid leave.

Section 7

DISPUTE RESOLUTION PROCEDURES

A. Scope.

This Section 7 does not apply to any aspect of any corrective action, disciplinary action or termination of employment, or any personnel decision relating to payroll, appointment, hiring, promotion, or performance reviews, or any action an employee perceives as illegal discrimination, harassment, or retaliation. Such matters should be addressed in accordance with the policies and procedures, if available, outlined in the relevant portions of this Handbook.

B. Informal Problem Resolution.

You must first address the supervisor or other employee with whom you have the dispute and attempt to resolve the dispute directly. If the informal means of problem resolution are not successful, you may utilize the dispute resolution procedures set forth in Section 7(C), below.

C. Dispute Resolution Procedures.

After satisfying Section 7(B) above, you may make an appointment to discuss the dispute with the Director.

1. We request you address the issue within 5 business days of the issue or event that is the reason for the dispute.
2. In order to best resolve the issue, we ask that you be prepared to discuss the following details:
 - a. The date of the disputed issue or event,
 - b. A description of the dispute; how, when and where it arose; the parties involved; and its present status, including a description of the steps you took to resolve the dispute on an informal basis;
 - c. All documents or other materials supporting your position; and
 - d. The relief sought or a proposal for resolution of the dispute.

3. The Director may make such investigation as he/she deems appropriate under the circumstances and issue a decision as soon as possible. The Director's decision is the final decision.

Section 8

EMPLOYEE ACKNOWLEDGMENT

In addition to reading and understanding this Handbook, every employee has the responsibility to acknowledge in writing that he/she has read and understands this Handbook by signing the form attached hereto as Appendix A returning it to the Director.

APPENDIX A

EMPLOYEE ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge and state that I have been provided with a copy of, and have read and understand, the August 1, 2017 Employee Handbook of the Rocky Mountain Deaf School (the "School"), and that the Handbook and any subsequent amendments supersede all prior rules, regulations, policies and procedures of the School dealing with similar subject matter.

I understand that the School has the right to change the rules, regulations, policies, procedures and benefits of the School at any time without notice, subject only to Applicable Law.

I further understand that the Employee Handbook of the School, as amended from time to time, applies to all employees of the School. I understand that the Employee Handbook does not constitute a contract of employment or a part thereof, either express or implied. Notwithstanding any statement to the contrary in the Employee Handbook, any representations contained in any employment application, School forms, other School documents, policies or any statements made by any agent of the School, I understand that paid employees of the School are employed on an "at will basis." As a result, I understand that employees may terminate their employment with the School without notice at any time. Similarly, the School may terminate an employee's employment at any time, or choose to not renew an employee's contract upon expiration, with or without cause, subject only to any applicable requirements of State or Federal law.

Printed Name

Signature

Date

APPENDIX B

AGREEMENT FOR AUTHORIZED PAYROLL DEDUCTIONS

_____ ("Employee")
expressly agrees that the ROCKY MOUNTAIN DEAF SCHOOL ("School") may reduce the Employee's wages or compensation for loans, advances, goods or services, and equipment or property the School provides the Employee during the course of his or her employment by the School.

Without relieving the Employee from his or her obligation to return School money or property to the School upon separation from employment, Employee acknowledges that the School may set off against Employee's final paycheck the amount or value of the property he or she failed to return. Nothing in this agreement authorizes a deduction below minimum wage.

This Agreement is not intended to be an employment contract and does not alter the Employee's at-will employment status.

Rocky Mountain Deaf School

Employee

By: _____

Date

Date

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