

# Staff Handbook



## Monument Academy

*West Campus:* 1150 Village Ridge Point  
Monument, CO 80132  
(719) 481-1950  
(719) 481-1948 Fax

*East Campus:* 4303 Pinehurst Circle  
Colorado Springs, CO 80908  
(719) 431-8001  
(719) 431-8008 Fax

Revision Date: 09/12/2024

**DISCLAIMER:** *“THE MA BY-LAWS AND POLICIES ARE THE FINAL AUTHORITY, NOT THE STAFF HANDBOOK. THIS HANDBOOK CAN BE CHANGED BY MA AT ANY TIME, IS NOT AN EMPLOYMENT AGREEMENT AND DOES NOT CREATE ANY EMPLOYMENT AGREEMENTS RIGHTS.”*

**COLORADO DEPARTMENT OF EDUCATION – REQUIREMENT FOUR:  
NOTICE TO CHILDREN, PARENTS, AND EMPLOYEES**

SECTION 504 of the Rehabilitation Act and Americans with Disabilities Act; TITLE VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities Education Act.

Monument Academy does not discriminate on the basis of race, sex, color, religion, ancestry, national origin, sexual orientation, marital status, physical handicap, medical condition, age, disability, or any other status protected by law, in admission or access to, or treatment or employment in, its programs and activities. Any person having inquiries concerning the school’s compliance with the regulations implementing Title VI, Title IX, Section 504 of the American with Disabilities Act (ADA), the Age Discrimination Act, Individuals with Disabilities Education Act (IDEA), or Gifted and Talented is directed to contact the administration of Monument Academy.

***Privacy and Protection of Confidential Student Information***

The Board is committed to protecting the confidentiality of student information obtained, created, and/or maintained by the district. Student privacy and the district’s use of confidential student information are protected by federal and state law, including the Family Educational Rights and Privacy Act (FERPA) and the Student Data Transparency and Security Act (the Act). The Board directs district staff to manage its student data privacy, protection, and security obligations in accordance with this policy and applicable law.

Monument Academy will provide periodic in-service training to appropriate school employees to inform them of their obligations under applicable laws concerning the confidentiality of student education records.

## **Introduction**

Welcome to Monument Academy. We look forward to working with you as a valued member of our team. We appreciate you and the gifts and talents you bring to this school. We are committed to helping you achieve your highest level of service for the families and students at Monument Academy.

This staff handbook applies to all employees and is intended to provide guidelines and summary information about the school's general policies, procedures, benefits, and rules of conduct. It is important that you read, understand, and become familiar with the handbook and comply with the standards that have been established.

Please talk with the principals if you have any questions or need additional information. It is not possible to anticipate every situation that may arise in the workplace or to provide information that answers every question. As a result, Monument Academy reserves the right to modify, supplement, rescind, or revise any policy, benefit, or provision from time to time, with or without notice, as it deems necessary or appropriate.

This manual merely presents school policies, practices, and benefits and cannot, therefore, be construed as an Employment Agreement or any other type of legal document, nor is it meant to be all inclusive. If there is a conflict between the provisions, benefits, and policies in this employee handbook and those set forth in the terms of a staff member's Employment Agreement, the terms of the Employment Agreement shall prevail.

## ***Our Mission Statement***

*The mission of Monument Academy is to provide a challenging, content-rich academic program offered within an engaging, caring, and positive learning environment. Established on a solid foundation of knowledge, Monument Academy emphasizes academic excellence, respect, responsibility, character, and exemplary citizenship.*

## Table of Contents

<b>Section I: Employee Benefits and Leave</b>	<b>1</b>
I. Insurance Plans	1
II. PERA Retirement Plan	1
III. Worker’s Compensation Insurance	1
IV. Short-Term Disability	1
V. Long-Term Disability	1
VI. Employee Assistance Plan	1
VII. Employee Discounts	1
VIII. Employee Leave	1
IX. Personal Leave	2
X. Sick Leave	2
XI. Provisions for Use of Paid Sick Leave	4
XII. Requirements for FMLA Leave	5
XIII. Procedures for FMLA Leave	6
XIV. Length of FMLA Leave	7
XV. Intermittent FMLA Leave	7
XVI. Benefits During FMLA Leave	7
XVII. Benefit Payment	8
XVIII. Paid Leave Provisions	9
XIX. Group Insurance Plans	10
<b>Section II: Employment Practices</b>	<b>10</b>
I. Employment At-Will	10
II. Staff Ethics/Conflict of Interest	11
III. Employee Classification	11
IV. Employment Agreement Employees	12
V. Job Descriptions	12
VI. Remote Work Policy	12
VII. Staff Review and Performance Evaluations	12
VIII. Termination	13
IX. Conflict Resolution	13

X.	Harassment/Sexual Harassment	13
XI.	Title IX Coordinator	15
XII.	Workplace Accommodations for Pregnant Employees	15
<b>Section III: General Personnel Policies</b>		16
I.	Absence and Late Arrival	16
II.	Access to Monument Academy Property	16
III.	Alcohol, Drugs, and Controlled Substances	17
IV.	Arrests of Employees	17
V.	Board of Directors Teacher Representatives	17
VI.	Information Updates for Employees	18
VII.	Leaving the School Building	18
VIII.	Lunch and Break Periods	18
IX.	Media Communications	18
X.	Parking for Employees	18
XI.	Normal Reporting Hours	18
XII.	Paycheck and Compensation	19
XIII.	Equal Pay for Equal Work	19
XIV.	Wage History and Disclosure of Pay Rate	19
XV.	Job Postings	20
XVI.	Job Opportunities	20
XVII.	Post Hiring Notification	21
XVIII.	Records	21
XIX.	Personal Appearance	21
XX.	Personal Property	22
XXI.	Personnel Records	22
XXII.	School Closures and Delays	22
XXIII.	Staff Lounge	23
XXIV.	Technology User Agreement	23
XXV.	Internet/Network Use – Terms and Conditions	24
XXVI.	Rules of Use	24
XXVII.	Electronic Mail	25

XXVIII.	Student Information System	25
XXIX.	Cancellation of Account	25
XXX.	Disclaimer	26
XXXI.	Phone Usage	26
<b>Section IV: Classroom Expectations and Requirements for Teachers</b>		<b>26</b>
I.	Attendance Reporting	26
II.	Bullying Intervention	26
III.	Cyberbullying	26
IV.	Classroom Environment	27
V.	Safety and Operation Staff Obligations	27
VI.	Classroom Management	27
VII.	Physical Intervention	27
VIII.	Child Abuse Reporting/Mandatory Reporters	28
IX.	Intimate Care Policy	29
X.	Classroom Movies	29
XI.	Classroom Supervision	29
XII.	Curriculum Guidelines	30
XIII.	Emergency Safety Procedures	30
XIV.	Facilities Management Services	30
XV.	Facility, Materials, Equipment Use	30
XVI.	Faculty Meetings and In-service	30
XVII.	Field Trips	30
XVIII.	Handing Out Materials	31
XIX.	Lesson Plans and Weekly Plans	31
XX.	Religious Opinions	31
XXI.	Report Cards and Progress Reports	31
XXII.	Teacher/Parent Communications	31
XXIII.	Teacher/Student Communication	32
XXIV.	Personal Devices	32
XXV.	Volunteers in the Classroom	33
XXVI.	Visitors in the Building	33

## Section I: Employee Benefits and Leave

### I. Insurance Plans

- A. An employee who works at least 30 hours per week (salaried and hourly employees) will be eligible for enrollment in group medical, dental, vision, and life insurance plans. These plans become effective the first day of the month following the employee's start date. Detailed information about the plans will be made available at the time of enrollment.

### II. PERA Retirement Plan

- A. Monument Academy participates in the Public Employee Retirement Association (PERA). All employees receive this benefit. The employee contributes a percentage of their salary and Monument Academy contributes a percent equal to or more than the employee's contribution. Visit the PERA website at [www.copera.org](http://www.copera.org) for more optional voluntary retirement plans are also available to the employees. They are a 401(k), 403(b), and 457 plan. More information on these plans is available through the Director of Human Resources.

### III. Worker's Compensation Insurance

- A. All full and part-time employees are covered by Worker's Compensation Insurance at the time they are hired. An employee who becomes injured while at work should report their injury to the Director of Human Resources or their principal within 48 hours of the injury. Monument Academy pays 100% of the premiums for this important coverage.

### IV. Short-Term Disability

- A. The Public Employee Retirement Association used by MA (Monument Academy) provides short-term disability for employees with five or more years of service. Further information is available from PERA.

### V. Long-Term Disability

- A. An employee who meets the full-time eligibility requirements is eligible to participate in our long-term disability plan. Long-term disability is available for qualifying situations after 90 days of absence and after all accrued staff leave has been used. This request must be in writing and must be approved by the appropriate grade level principal. Further information is available upon request. If an employee is on long-term disability and becomes inactive with our current insurance provider, they will be eligible for COBRA through the insurance company.

### VI. Employee Assistance Plan

- A. Monument Academy provides full-time employees and their family members access to various types of counseling through our insurance plan. Contact the Director of Human Resources for more information.

### VII. Employee Discounts

- A. Paid employees working at Monument Academy are entitled to a 15% discount on Student Academic Fees and Tuition. This discount does not apply to athletic fees, yearbook fees, field trips, or other non-curricular fees.

### VIII. Employee Leave

- A. Paid Leave and Leaves of Absence-Definitions
  - 1. Sick Leave – Paid leave designated under the Healthy Families Workplace Act (HFWA) for illness, which is accrued at a minimum rate of one hour per thirty hours worked. Employers may request medical verification for sick leave taken

more than four consecutive days. All time off requests for part-time employees must match their typical daily hours worked, half day increments will be accepted in this case. All employees are eligible for sick leave.

2. Personal Leave – Paid leave taken for non-medical reasons. All time-off requests for full- time employees may be submitted in half day increments. Employees must round up if time exceeds the half day. All time off requests for part-time employees must match their typical daily hours worked. Half day increments will be accepted in this case.

## **IX. Personal Leave**

A. Employee Paid Leave - all personnel shall be entitled to personal leave without loss of salary in accordance with the following provisions:

1. Employees who have been with Monument Academy since the 2018-2019 school year will be considered grandfathered employees into the following parameters of the personal leave days, compensation upon separation, and accrual plan. Employees who have completed 5 years of service as of the 2023-2024 school year will be given 4 days of personal leave each year with no cap on accrual. The payout upon voluntary separation will be \$50/day for the total number of personal leave days accrued at the time of separation.
2. Employees who have been with Monument Academy as of the 2023-2024 school year will be considered grandfathered employees into the following parameters of the personal leave days, compensation upon separation, and accrual plan. Employees who were hired as of 2023-2024 school year will be given 4 days of personal leave each year with no cap on accrual. The payout upon voluntary separation after 5 years of service will be \$50/day for up to 20 days of accrued personal leave.
3. Employees hired for the 2024-2025 school year and beyond will be eligible for 4 days of personal leave each year with no cap on accrual. The payout upon voluntary separation after 5 years of service will be \$50/day for up to 10 days of personal leave accrued.

*\*This policy can be modified on a yearly basis by the Monument Academy leadership team and governing body. As a government entity, Monument Academy is not legally required to monetarily compensate employees for any accrued personal leave upon voluntary separation.*

## **X. Sick Leave**

A. In accordance with the Colorado Healthy Families and Workplaces Act, all Monument Academy employees are entitled to sick leave accrued at the rate of 1 hour per 30 hours worked up to a minimum of 48 total hours of paid sick leave.

1. Employees who have been with Monument Academy since the 2018-2019 school year will be considered grandfathered employees into the following parameters of the sick leave days, compensation upon separation, and accrual limits. Employees with 5 years of service as of the 2023-2024 school year will be given 8 days of sick leave each year with a sixty-day cap on accrual. The payout upon voluntary separation for employees who have completed 5 years of service and upon voluntary separation will be \$50/day for 10 sick leave days.



2. Employees who have been with Monument Academy as of the 2023-2024 school year will be considered grandfathered employees into the following parameters of the sick leave days, compensation upon separation, and accrual limits. Employees who were hired as of 2023-2024 school year will be given 8 days of sick leave each year with no cap on accrual. The payout upon voluntary separation after 5 years of service will be \$50/day for up to 10 days of accrued sick leave.
3. Employees hired for the 2024-2025 school year and beyond will be eligible for 8 days of sick leave each year with no cap on accrual. The payout upon voluntary separation after 5 years of service will be \$50/day for up to 10 days of sick leave accrued.

*\*This policy can be modified on a yearly basis by the Monument Academy leadership team and governing body.*

- B. Employees may use paid sick leave hours as soon as they are earned. The allowable reasons for use of paid sick leave are limited to the following:
  1. An employee has a mental or physical illness, injury, or health condition that prevents the employee from working.
  2. An employee needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition.
  3. An employee needs to obtain preventative medical care.
  4. An employee needs to care for a family member who has a mental or physical illness, injury, health condition; or who needs to obtain a medical diagnosis, care, or treatment; or who needs to obtain preventative medical care.
  5. An employee or an employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the use of the leave is to seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment, or for the employee or employee's family member to obtain services from a victim services organization, mental health or counseling, or to seek relocation due to the domestic abuse, sexual assault, or harassment; or to seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment.
  6. Due to a public health emergency in which a public official has ordered the closure of the Employer or the school or place of care of an employee's child and the employee needs to be absent from work to care for the employee's child.
  7. An employee needs to grieve, attend funerals or memorial services, or deal with financial and legal matters related to the death of a family member.
  8. An employee needs to care for a family member whose school or place of care has been closed because of inclement weather, loss of power, heating, or water, or another unexpected occurrence of an event.
  9. An employee needs to evacuate their residence because of inclement weather, loss of power, heating, or water, or another unexpected occurrence or event.
- C. Paid sick leave can be used in as little as half day increments. The school will not prohibit use of paid sick leave or retaliate against any employee for their lawful use of paid sick leave, if for a qualifying reason.

1. When the need for leave is foreseeable, employees must make a good faith effort to provide advance notification and make a reasonable effort to schedule leave so as not to be unduly disruptive to their job requirements. If the need for leave is not foreseeable then the employees must provide notice as soon as practicable.
  2. The employee may be required to provide documentation of the reasons for taking paid sick leave for four or more consecutive days, in accordance with the HFWA.
- D. Unexpected paid sick leave will not be counted as an “absence” that may result in firing or another kind of adverse action.
1. An employee will not be required to find a “replacement worker” or job coverage when taking paid sick leave. If an employee separates from employment and is rehired within six months after the separation, the employee will have reinstated any paid sick leave that the employee had accrued but not used during the employee's previous employment.
  2. Employees are not entitled to any financial compensation at any time in exchange for any unused/accrued paid sick leave.
- E. The school will retain records for each employee for a two-year period, documenting hours worked, paid sick leave accrued, and paid sick leave used. The school will provide documentation of the current amount of paid leave employees have:
1. available for use.
  2. already used during the current benefit year. Information may be requested once per month or when the need for paid sick leave arises.
- F. The school will not require disclosure of details relating to domestic violence, sexual assault, or stalking or the details of an employee's or an employee's family member's health information as a condition of providing paid sick leave.
1. Any health or safety information possessed by the school regarding an employee or employee's family member will be maintained on a separate form and in a separate file from other personnel information; be treated as confidential medical records; and not be disclosed except to the affected employee or with the express permission of the affected employee.

**XI. Year-round Vacation Employees**

- A. Employees who work 252 calendar days are awarded 20 vacation days and 6 sick days.
- B. Vacation days will follow the provisions of personal leave.
- C. Sick days will follow the provisions of sick leave.
- D. Upon voluntary separation or amicable termination of employment, employee will be paid out up to 80 hours per diem for unused vacation days.
- E. Sick leave will be paid out according to the Sick Leave Payout Policy above. (X. A. 1. 2. 3.)

*This policy should be read and understood in conjunction with the entirety of the HFWA. Any definitions, requirements, or details of the HFWA shall supersede this policy.*

**XII. Provisions for Use of Paid Sick Leave**

- A. Supplemental Paid Leave During a Public Health Emergency
  1. Upon the date a public health emergency is declared and extending through four weeks after the official termination or suspension of the public health emergency,

a full-time employee will be granted up to 80 hours of paid sick leave, including any existing accrued sick leave hours. Part-time employees will be granted the greater of the amount they are scheduled to work in a two-week period, or the average time the employee works in a two-week period, including any existing accrued paid time off.

2. Employees can use supplemental leave time before using accrued paid sick leave so long as the reason for leave qualifies for supplemental leave under one of the reasons listed below. Employee paid sick leave does not need to be exhausted prior to using supplemental leave.
3. Employees are eligible for leave because of a public health emergency once during the entirety of the public health emergency, even if such a public health emergency is amended, extended, restated, or prolonged.
4. Employees shall notify their employer in writing as soon as possible should they anticipate the need for leave related to the public health emergency. Additional purposes for taking paid sick leave during a public health emergency include an employee who needs paid time off to:
5. Additional Categories of Leave Employees may be eligible for leave, which may coincide with your accrued paid leave, other benefit, or may be unpaid for the following reasons:  
FMLA Leave: MA complies with all federal regulations regarding the Family and Medical Leave Act (FMLA). This policy is intended to outline the general procedure and guidelines for obtaining unpaid leave under FMLA for certain specified family and medical purposes. If you have questions regarding this policy, please contact the Director of Human Resources.
6. Employees may be eligible for FMLA if: (a) the employee has been employed by MA for at least 12 months preceding the commencement of a leave of absence which need not be consecutive, but employment prior to a seven year or more gap in employment is not counted towards eligibility period); and (b) the employee has worked more than 1,250 hours during the 12 months immediately preceding the date the leave is sought.
7. FAMLI Leave: The Colorado Family and Medical Leave Insurance Program will begin providing benefits on January 1, 2024. Eligible employees who have opted into the program may take advantage of this paid leave program so long as the employee's need for leave qualifies under the program requirements.

### **XIII. Requirements for FMLA Leave**

- A. Employees taking FMLA leave must use their accrued paid leave concurrently (paid personal leave and paid sick leave).
- B. An eligible employee may request a leave of up to 12 weeks within a 12-month period for one or more of the following reasons:
  1. Medical Leave: Employee is unable to perform the functions of his or her position due to a serious health condition.
  2. Family Leave: Employee's incapacity due to pregnancy, prenatal medical care or childbirth; to care for the employee's child after birth, or placement in adoption or foster care, if within twelve (12) months following birth, adoption or placement in foster care; or to care for a spouse, child (under 18 years old or disabled), or parent of the employee who has a serious health condition.

3. Service member Leave: to care for a covered service member\*; or for certain qualifying exigencies related to a spouse, child or parent who is on covered active duty or call to covered active duty in the Armed Forces. Qualifying exigencies may include, for example, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
    - a) Eligible employees who take FMLA leave to care for a covered service member are entitled to up to 26 weeks of leave during a single 12-month period.
  4. A serious health condition is any illness, injury, impairment, or physical or mental condition that involves:
  5. Inpatient care in a medical care facility and any resulting period of incapability and continuing treatment; or
  6. Continuing treatment by a healthcare provider either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Examples may include:
    - a) any incapability that requires an absence from daily activities for more
    - b) than three consecutive calendar days for which the individual receives
    - c) treatment from a healthcare provider on at least two occasions on one occasion followed by a regimen of continuing treatment under the supervision of a healthcare provider:
    - d) any period of incapability due to pregnancy or prenatal care.
    - e) any period of incapability due to a chronic serious condition.
    - f) any period of incapability due to a permanent or long-term condition for which treatment may not be effective.
    - g) any period of absence to receive multiple treatments by a healthcare provider.
- C. A covered service member is:
1. a member of the Armed Forces who has a serious injury or illness that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list:
  2. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces at any time during the 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. The Armed Forces include the National Guard and Reserves.
    - a) A serious injury or illness means:
      - (1) in the case of a member of the Armed Forces, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty in the Armed Forces and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the

- duties of the member's office, grade, rank, or rating
- (2) in the case of a veteran who was a member of the Armed Forces at any time during the 5 years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy, a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

#### **XIV. Procedures for FMLA Leave**

- A. Supplemental necessity for leave is foreseeable, an employee must request the leave in writing at least 30 days in advance. In any case, notice is required as soon as practicable. If the leave is foreseeable based on a planned medical need, an employee must make a reasonable effort to schedule treatment so as not to unduly disrupt job performance and must follow the procedures for planned absences.
- B. A form will be given to verify qualifying reasons for the leave, and the anticipated timing and duration of the leave. Any request for leave based on a serious health condition, whether it involves the employee or a family member, must be made in a timely manner and supported by appropriate medical certification. Documentation and verification confirming family relationships, adoption, or foster care may also be required.
- C. If the leave stems from an employee's health condition, the medical certificate must specify that the employee is unable to perform the functions of his or her job and must state the duration of such a work restriction. For a leave stemming from the health condition of a family member, the medical statement must specify that the employee is needed to care for the family member. In all cases of leave for a serious health condition, MA reserves the right to request a second medical opinion at MA's discretion and expense.

#### **XV. Length of FMLA Leave**

- A. Each eligible employee may be granted an unpaid FMLA leave period of up to 12 work weeks during a 12-month period. MA uses a "rolling" 12-month period measured backward from the date an employee commences the FMLA leave.
- B. Employees must use all paid or unpaid leave, other than sick leave, to which they are otherwise entitled, when taking leave for any of the reasons allowed under FMLA as stated above. Unused sick leave, if applicable, must be used as part of FMLA leave for the serious health condition of the employee or the employee's spouse, child, or parent. Use of such paid or unpaid time off reduces the eligibility period for FMLA leave on a day-for-day basis.

#### **XVI. Intermittent FMLA Leave**

- A. Leave may be taken intermittently or on a reduced leave schedule under the following circumstances:
  1. For the birth of a child or for placement of an adopted or foster care child, provided MA agrees.
  2. When medically necessary for treatment of, or recovery from, a serious health condition.

3. To provide care or comfort to an immediate family member with a serious health condition.
  4. For periodic treatment of a serious health condition.
- B. Employees must make reasonable efforts to schedule intermittent leave for planned medical treatment so as not to unduly disrupt student instructional time.
- C. Employees may be required to transfer during the period of intermittent or reduced leave to a position equivalent in pay and benefits, which better accommodates recurring periods of leave. Upon conclusion of the need for intermittent or reduced hour leave, employees will be returned to their original positions or a position equivalent in pay, benefits and other terms and conditions of employment.

**XVII. Benefits During FMLA Leave**

- A. An employee on leave of absence under FMLA or Parental Leave will be retained on MA's medical and dental insurance plan for the duration of the leave. The employee must make arrangements with the administration for payment of spouse/domestic partner/dependent premiums, if applicable.
- B. In the event that an employee fails to return from FMLA leave, the employee will be liable for the premiums paid by the employer to maintain insurance coverage unless:
1. The employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or a family member.
  2. The failure to return stems from circumstances beyond the control of the employee.
- C. Return from FMLA Leave
3. When an employee returns to work, he/she will be restored to his/her position or an equivalent one, subject to the provisions of the Family and Medical Leave Act. An equivalent position is one with the same pay grade, benefits, work schedule, proximate geographic location, and other terms and conditions of employment. This does not apply if the employee's employment would have otherwise been terminated had he/she not taken family/medical leave, such as lay off or disciplinary termination.
- D. Jury Duty – a leave of absence for jury duty.
1. Employees who are called to serve on a jury will be paid in full for the first three days of jury duty. After the three days, Monument Academy will no longer pay the employee's daily rate. However, jury duty compensation may be available from the court office.
  2. Employees who are required to serve for more than five working days may take time off, without pay, or use accrued personal leave time, for the balance of the time. Upon completion of jury duty, a Verification of Attendance Form must be presented to Monument Academy. Employees who are excused from jury duty for the day, or are excused early, should report to work when it is practical to do so.
  3. If an employee is called to serve on jury duty at a time that would unreasonably interfere with normal educational and business operations, the employee may request a one-time postponement of jury duty. Please consult local laws regarding the rules and processes of jury duty postponement.
  4. Employees will be required to use ReadySub to request jury duty leave. Please refer to ReadySub instructions for further information. Employees must also

submit time-off requests for jury duty in SDS.

- E. Military – a leave of absence for required military service. Monument Academy complies with applicable state and federal law concerning leaves for military service.
- F. Worker’s Compensation – a leave of absence for a work-related illness or injury
- G. Use of Short-Term Disability
  - 1. The short-term disability benefit provided by Monument Academy is an employer-funded plan providing income replacement for employees unable to work due to illness, pregnancy, or injury.
    - a) Eligibility
    - b) A regular, full-time employee who is unable to work due to illness, pregnancy or injury is eligible. An employee receiving workers' compensation or disability pay under any state or federal plan is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and return to work.
- H. Medical Certification
  - 1. The employee must provide medical certification of the disability that includes the start and expected end date of the disability. This certification must be submitted to the office manager.

## **XVIII. Paid Leave Provisions**

- A. The following general provisions apply to all leaves of absence and paid time off except paid sick leave.
1. All requests must be submitted electronically to ReadySub.
  2. Ideally, requests are submitted 1 week or more prior to requested leave.
  3. Requests must also be submitted to SDS.
  4. Teachers are required to submit lesson plans for all leaves of absence and/or paid leave.
  5. Teachers shall maintain 2 days of unused emergency lesson plans in the Monument Academy Office. These emergency plans are to be used only in emergency situations where the teacher is unable to prepare a more current lesson plan reflective of units being studied.
  6. Any request for an extension of a medically related leave of absence must be made in writing prior to the expiration date of the original request, and when appropriate, must be accompanied by a physician's written statement that certifies the need for the extension.
  7. Failure to return to work on the first day following the expiration of an approved leave of absence may be considered a voluntary resignation.
  8. Coverage under the school's group insurance plans will be continued on the following basis:
    - a) Employee's insurance will continue during the remainder of the month that leave begins; after this time insurance coverage will be available to non-employees on a COBRA basis.
    - b) Employees must make arrangements with Monument Academy to pre-pay their share of group insurance premiums before going on a leave of absence.
    - c) Employees will not accrue length of continuous service for the portion of a leave of absence in excess of 30 days.
    - d) Employees on leave of absence will be subject to lay off on the same basis as employees who are actively at work.
    - e) Employees on leave of absence must communicate with Monument Academy on a regular basis, at least once each month, regarding their status and anticipated return to work date.
  9. Employees on leave of absence who seek or accept other employment without Monument Academy's prior written approval will be subject to disciplinary action up to and including termination.
  10. Employees who falsify the reason for their leave of absence will be subject to disciplinary action up to and including termination.
  11. All school holidays and breaks are reflected annually on the school calendar.
  12. Employees are strongly discouraged from requesting time-off the day before and after an extended break. Exceptions can be made concerning extenuating circumstances.



## **XIX. Group Insurance Plans**

### **A. Benefits**

1. All Monument Academy employees that work a minimum of 30 hours per week are eligible for health, dental, vision, short/long term disability, and life insurance coverage. Costs for selected coverage are the responsibility of the employee. Monument Academy contributes a stated amount to employee benefits annually to help offset costs. The Governing Board will determine the school contribution each year and it is subject to change year to year. All eligible employees who decline health coverage may be required to provide proof of insurance from another carrier or a signed waiver.

### **B. PERA (Public Employee Retirement Association)**

1. Monument Academy will contribute the required percentage of employee's salary less employee's Section 125 contributions monthly into employee's PERA account. This percentage is subject to change and is dictated by PERA.
2. Monument Academy employees contribute the required percentage of their salary less their Section 125 contributions monthly into their PERA account. This percentage is dictated by PERA and is subject to change.
3. Contributions to PERA in the state of Colorado are in lieu of contributions to Social Security.
4. [Life Insurance](#)
5. You may be eligible for coverage provided through PERA. Please contact PERA for additional information 1-866-277-5125.
6. [Disability and Survivor Benefit](#) You may be eligible for coverage provided through PERA. Please contact PERA for additional information 1-866-277-5125.
7. [401\(k\)](#) You may be eligible to elect to contribute to a 401K through PERA. Please contact PERA for additional information 1-866-277-5125.

### **C. Worker Compensation Insurance**

1. Worker's Compensation Insurance covers all eligible employees who sustain a covered, work-related injury, as required by law. Monument Academy pays 100% of the premiums for this important coverage.
2. If you are injured on the job, you must provide written notice of your injury as soon as possible, usually within 24 hours, or prior to seeking medical services (except in the case of an emergency where medical attention should be sought immediately) to a supervisor, so you can be directed to complete the appropriate paperwork, or the Director of Human Resources via the Employee Injury Form.
3. If you require medical attention, you must be treated by the school's designated provider to be eligible for benefits. If you seek medical treatment other than the designated provider for your work-related injury, the costs of that treatment may not be covered by workers' compensation, and you may be required to pay for those expenses. For specific information about Worker Compensation coverages employees may inquire with Human Resources.

## **Section II: Employment Practices**

### **I. Employment At-Will**

- A. Employment is determined by the mutual consent of the employee and Monument Academy. Consequently, both the employee and Monument Academy have the right to terminate the employment relationship at any time, with or without cause or advance notice. This employment at-will relationship will remain in effect throughout the employee's employment with Monument Academy unless it is specifically modified by an express written agreement signed by the employee and the employee's supervisor. This employment at-will relationship may not be modified by any oral or implied agreement. Monument Academy does not discriminate in the hiring process on the basis of any protected class. All candidates shall be considered on the basis of their merits, qualifications, and the needs of Monument Academy.

### **II. Staff Ethics/Conflict of Interest**

- A. No Monument Academy employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts with or raises a reasonable question of conflict with their duties and responsibilities in the school system. All employees are expected to perform the duties of the position to which they are assigned and to observe rules of conduct and ethical principles established by state law and district policies and regulations.
- B. In general, and for purposes of this policy, a conflict of interest is any involvement in a matter of personal or financial interest that is incompatible with the employee's assigned duties and responsibilities. A potential conflict of interest is a relationship or situation that tends to influence, or appear to influence, an employee to advance interests other than the district's interests in fulfilling the employee's duties and responsibilities.
- C. It shall be understood that all confidential information an employee is privy to as a result of employment shall be kept confidential. In addition, employees shall not utilize information solely available to them through school sources to engage in any type of work outside of the school district. This includes information concerning potential customers, clients, or employers.
- D. More than one member of an employee's immediate family may be employed by the district. However, no employee may be under the direct supervision of, or be evaluated by, or in a position that may create a conflict of interest, a member of the employee's immediate family. For purposes of this policy, an employee's "immediate family" includes his or her spouse, partner in a civil union, children, and parents.
  1. A violation of this policy shall subject the employee to appropriate disciplinary action up to and including termination.

### **III. Employee Classification**

- A. Monument Academy classifies employees as follows:
  1. Full-time employee (both exempt and non-exempt)
    - a) At least 30 hours worked on average, per week,
  2. Part-time employee
    - a) Less than 30 hours worked on average per week,
  3. Nonexempt employee
    - a) Nonexempt employees are eligible to receive overtime pay (for hours worked more than 40 hours per week), if applicable, in accordance with

the provisions of state and federal law. Overtime work is not permitted unless it has been approved in advance by the employee' supervisor.

- b) One hour of overtime is permitted each week.
- c) Substitute teachers, teacher assistants, and hourly employees are nonexempt employees.
- d) Exempt employees are not covered by the overtime provisions of state and federal law and are therefore not eligible for overtime pay.
- e) Administrators, teachers, and other professional staff are classified as salaried, exempt employees.

- B. On occasion, Monument Academy will employ people as contracted work or consultants to perform specific tasks or duties. These people will be held accountable for the guidelines set forth in this handbook as well as MA policies and procedures.

#### **IV. Employment Agreement Employees**

- A. Employment Agreement employees sign an at-will Employment Agreement, which expires each year if not earlier terminated.
- B. This Employment Agreement then becomes a commitment made between Monument Academy and the employee.
- C. This Employment Agreement does not imply or warrant another Employment Agreement in the future.
  - 1. Employment at-will supersedes all agreements, while the Employment Agreement outlines many of the conditions and arrangements of employment.
- A. Hourly Employees
  - 1. Hourly employees receive an hourly wage employment agreement that includes a projected monthly gross income and projected gross salary paid out over a 12-month period.
- B. Hourly Time Records
  - 1. Non-exempt employees are required to accurately record their time each day.

#### **V. Job Descriptions**

- A. Monument Academy reserves the right to revise and update position descriptions from time to time as deemed necessary and appropriate.

#### **VI. Remote Work Policy**

- A. Employees who are not student-facing or supervising staff/students may work remotely occasionally as needed with approval from his/her supervisor. All remote work must be documented. Supervisor may request proof that work was completed while the employee works remotely.

#### **VII. Staff Review and Performance Evaluations**

- A. All staff evaluations will be conducted yearly by administrative staff.
  - 1. The purpose of the performance evaluation is to:
    - a) serve as the basis for improvement of instruction,
    - b) enhance the implementation of curriculum,
    - c) serve as a measurement of the professional growth and development of personnel, and
    - d) serve as the measurement of satisfactory performance for individual personnel or serve as documentation of an unsatisfactory performance.
- B. Evaluations and expectations will be decided upon by the administrative team overseeing

their respective staff. If an employee is unsure of these expectations, please see supervising administrator.

C. Remediation for Unsatisfactory Performance

1. Appropriate action will be taken to remedy an unsatisfactory review. The direct supervising administrator will work with the teacher or staff member to set proper expectations of the level of performance, along with a written plan to reach that performance level in most circumstances. In extreme cases, the principals can relieve a staff person of their duties. In all cases, the well-being and safety of the students will be of utmost importance.
2. All performance evaluations will be documented.

**VIII. Termination**

A. A voluntary termination is a termination that is initiated by the employee.

1. As a courtesy, Monument Academy requests employees give at least 10 working days prior written notice before leaving the job.
2. Written notice should include the reason for leaving and the proposed last date of employment.
3. Monument Academy reserves the right to conduct an exit interview.

B. An involuntary termination is a termination initiated by Monument Academy for reasons other than changing business conditions.

1. If an employee does not call in or report to work for two consecutive workdays, that person may be considered to have abandoned their employment; therefore, will be involuntarily terminated.
2. A layoff is a termination of employment resulting from changing business conditions, necessitating a staff reduction. Whenever Monument Academy determines, at its sole discretion, that a layoff should occur, the following factors will be among those considered:
  - a) versatility
  - b) qualifications
  - c) skill
  - d) ability
  - e) performance
  - f) efficiency
  - g) attitude
  - h) dependability.
3. If an employee resigns or is terminated from Monument Academy, they are not to communicate with the staff, students, or parents using school records, including email or phone unless approved by MA.
4. Upon separation of employment, access to Monument Academy email, IC, EduClimber, ParentSquare, and any other school related accounts will be disabled and any use of these accounts after separation is a violation of policy.

**IX. Conflict Resolution**

- A. Please see [Board Policy 1518](#).

**X. Harassment/Sexual Harassment**

- A. It is the policy of Monument Academy that all employees are responsible for ensuring that the workplace is free of sexual and other unlawful harassment among or between

employees or students. Monument Academy refuses to tolerate offensive or inappropriate sexual behavior at Monument Academy or any school-related functions on or off the property.

- B. Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:
  - 1. A Monument Academy employee conditioning the provision of an aid, benefit, service or term of employment of the Monument Academy on an individual's participation in unwelcome sexual conduct (often described as "quid pro quo" harassment); Unwelcome conduct that is so severe and pervasive that it effectively denies a person equal access to Monument Academy's education program or adversely affects the terms and conditions of employment.
  - 2. Sexual assault, dating violence, domestic violence, or stalking as defined under relevant law.
- C. Sexual harassment between people of the same or different genders as defined above may include but is not limited to:
  - 1. Sex-oriented verbal "kidding" or abuse.
  - 2. Pressure for sexual activity.
  - 3. Repeated remarks to a person with sexual implications.
  - 4. Unwelcome touching, patting, pinching, or repeated brushing against another's body.
  - 5. Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades, employment status, or similar personal concerns.
  - 6. Sexual violence
- D. Any hostile or offensive behavior that has a sexual component might constitute sexual harassment if unwelcomed.
  - 1. The standard for sexually harassing behavior may differ depending on the age and the positions of the people involved.
- E. Other forms of illegal harassment include:
  - 1. conduct which is directed at an individual based on race, color, national origin, religion, age, sex, sexual orientation, gender identity, gender expression, or marital status or disability.
  - 2. has the purpose or effect of unreasonably interfering with the individual's work performance.
  - 3. creates an intimidating, hostile, or offensive working or educational environment.
- F. Any employee who has a complaint of harassment at work by anyone, including supervisors, coworkers, or visitors, shall bring the complaint to the attention of one of the following:
  - 1. Principals
  - 2. Director of Human Resources
  - 3. Executive Director
    - a) Monument Academy Board of Directors may be contacted; however, this contact is best made after the previous three options have been notified.
      - (1) All employees have a duty to immediately report any information they might have of sexually harassing behavior to

one of the aforementioned people.

(2) Complaints shall be promptly investigated, and special privacy safeguards shall be applied in handling harassment complaints.

- G. All employees should be aware that the privacy of the victim and the accused will be kept as confidential as reasonably possible, recognizing that Monument Academy must respond effectively and appropriately to stop any harassment and prevent such conduct from occurring in the future.
- H. Monument Academy shall retain confidential documentation of all allegations and investigations and shall take all appropriate, corrective action, including but not limited to paid/unpaid administrative leave and disciplinary action up to and including termination, when justified, to remedy all violations of this policy. Monument Academy will notify school district officials of harassment allegations as and when appropriate.
- I. *In addition, conduct of a sexual nature directed toward students may be reported as child abuse for investigation by appropriate authorities.*
- J. Non-retaliation
  - 1. Persons who make good faith claims of discrimination or harassment under these policies or who provide evidence related to such claims shall not be subject to reprisal or retaliation.
  - 2. Good faith sexual harassment complaints or reports shall not reflect upon an individual's status or affect future employment or work assignments.

## **XI. Title IX Coordinator**

- A. The Executive Director's designee shall serve as Monument Academy's Title IX Coordinator.
  - 1. The Executive Director can appoint deputy coordinators.
    - a) The deputy coordinators can perform the investigation but cannot make a final decision regarding the outcome of the investigation without the overview and approval of the coordinator and the Executive Director.
    - b) The coordinator and the deputy coordinators have the obligation to adhere to the Academy's efforts to comply with its Title IX responsibilities.
- B. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or harassment), in person, by mail, by email, or by telephone, using this contact information, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
  - 1. Such a report may be made at any time, including during non-business hours, by using the Title IX Coordinator's contact information.

## **XII. Workplace Accommodations for Pregnant Employees**

- A. The School will provide reasonable accommodation to pregnant staff members for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).
- B. Examples of potential reasonable accommodations include:
  - 1. Seating
  - 2. Closer parking
  - 3. Leave or time off to recover from childbirth
  - 4. Limitations on strenuous activities

5. Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy
- C. If you require an accommodation, notify your Supervisor. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:
  1. The reason you need an accommodation
  2. A description of the proposed accommodation
- D. How the accommodation will address limitations caused by pregnancy, or related medical conditions. The School will not require you to accept any accommodations without engaging in the interactive process to accurately understand your limitations and explore potential accommodations.
- E. The School is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the School.
- F. If leave is provided as a reasonable accommodation, it will run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by law.
- G. The School will comply with state or local laws that provide additional protections beyond the PWFA.
  1. The School will not retaliate against an employee who requests or receives an accommodation under this policy.

### **Section III: General Personnel Policies**

#### **I. Absence and Late Arrival**

- A. It is imperative that employees work their assigned schedules as consistently as possible. Regular attendance and punctuality are two especially important considerations in reaching our objectives.
- B. Excessive absenteeism and late arrivals are grounds for disciplinary action up to and including termination.
- C. If an employee is unable to report to work, leave time must be entered in the ReadySub online system and SDS.
  1. If an employee needs a substitute, they **MUST** use the ReadySub substitute system. Please refer to the ReadySub online instructions for further information. This system is available 24/7.
  2. If there is an emergency and a substitute is required for the day, employees must log into the system no later than 6:00 AM in order for a substitute to be located.
- D. **DO NOT** leave a message on the school's voicemail.
- E. Personal leave absences should be approved by a supervisor.
- F. It is the employee's responsibility to keep Monument Academy informed on a daily basis during a short-term absence.
- G. A late arrival or absence is considered "excused" only when the school administration is contacted ahead of time, the late arrival or absence is for compelling reasons, and the employee has obtained supervisor approval (except for paid sick leave).
- H. Monument Academy reserves the right, at its sole discretion, to determine what constitutes a compelling reason. A late arrival or absence for a non-compelling reason,

and failing to call in according to school policy, will be considered “unexcused.”

- I. Monument Academy considers “unexcused” late arrivals and absences to be a serious problem due to the impact on student and staff safety and well-being.
  1. Employees who are late or absent excessively or show a consistent pattern of absence, whether “excused” or “unexcused,” will be subject to disciplinary action up to and including termination.

## **II. Access to Monument Academy Property**

- A. It is important that the administrative office staff and the board president have access at all times to Monument Academy property as well as other records, documents, and files in accordance with Monument Academy Bylaws. Monument Academy reserves the right to access teacher classrooms, workstations, filing cabinets, computer files, desks, and any other school property at its discretion, with or without advance notice or consent.

## **III. Alcohol, Drugs, and Controlled Substances**

- A. The use, sale, transfer, possession, or being "under the influence" of alcohol, drugs, or controlled substances when on duty, on Monument Academy property, at school sponsored activities, or in school vehicles is prohibited. "Under the influence" for this policy, is defined as being unable to perform work in a safe or productive manner, and/or being in a physical or mental condition that creates a risk to the safety and well-being of the affected employee, other staff, students, the public, or school property.
- B. For the avoidance of doubt, marijuana and cannabis/THC related products are considered an illegal drug under federal law and for purposes of this policy.
- C. Violation of this policy will result in disciplinary action up to and including termination.
  1. Employees who report to work and are suspected to be under the influence of alcohol or of an illegal drug, narcotic, or controlled substance will be subject to further testing/investigation and disciplinary action, including immediate discharge.
  2. An employee taking prescription medicines as prescribed for that employee by a licensed medical doctor will not be in violation of this policy, so long as the medication does not render them unable to meet the essential functions of the job.

## **IV. Arrests of Employees**

- A. The arrest of an employee- whether on or off-duty, may result in the employee being placed on non-punitive administrative leave until such time the case has been adjudicated by the courts and/or investigated by the school.
- B. Employees may be required to provide relevant documentation (e.g. case dispositions, police reports, written explanations, etc.) and must provide this information as soon as possible.
  1. Failure to provide requested information in a reasonable timeframe may result in corrective action up to and including termination.
- C. If an employee is convicted of a criminal offense while employed at the school, he or she may be terminated. The ultimate disposition of the issue will depend upon the nature of the offense and the employee’s work duties.
- D. Any employee who is arrested for or convicted of a misdemeanor or felony shall notify his or her supervisor of such arrest as soon as possible thereafter.
  1. Any employee must update/report on any subsequent disposition(s) - including conviction(s), pleas of guilty or nolo contendere, and deferred or suspended sentences - to his/her supervisor as soon as possible.



2. Failure to timely inform the supervisor subjects the staff member to corrective action up to and including termination.

E. Nothing in this section is intended to disrupt the at-will nature of employment and MA reserves the right to terminate the employment relationship at any time for any lawful reason, including an arrest or charge for a crime.

**V. Board of Directors Teacher Representatives**

A. At Monument Academy, we value and honor the opinions of our teachers. We desire to promote and keep open and honest communication between the Board and the teachers without circumventing proper channels of communication between administrators and teachers. Proper communication in the school is critical to our success. To accomplish this objective, our policy is to invite non-voting Teacher Representative(s) to participate in Board of Directors' meetings.

B. The Teacher Representatives should abide by the duties as set forth in the [Teacher Representative to the Board, Policy 1515](#).

**VI. Information Updates for Employees**

A. It is important that Monument Academy has up to date information on each employee. The Director of Human Resources must be informed as soon as possible of any changes in name, address, phone number, marital status, or bank information required for direct deposit, etc. If, for some reason, a change is made in an employee's name and/or Social Security Number, they will be asked to provide original documentation authorizing the change.

**VII. Leaving the School Building**

A. All staff must sign out when they leave the building during school hours and sign in upon their return. If there were an emergency, it is imperative to know who is missing so rescue workers do not perform unnecessary searches.

B. Periodically, administration will consult the sign in/out sheet to make certain the privilege is not abused. Should long breaks away from campus be a repeated occurrence, the issue will be handled by the appropriate principal.

**VIII. Lunch and Break Periods**

A. Nonexempt employees who work at least four hours in a workday will receive a 10-minute paid break period for each four hours worked, or major fraction thereof. Break periods will be scheduled as close to the middle of each four-hour work period as possible. If an employee works 6 hours or more during the day, they are entitled to two (2) 10-minute paid break periods.

B. Nonexempt employees who work more than five hours in a workday will receive an unpaid meal period of at least 30 minutes. However, employees who do not work more than six hours in a workday may voluntarily agree to waive their right to a meal period.

**IX. Media Communications**

A. Any inquiries or communications to or from the media are to be directed to the Executive Director, principal, or designee.

1. Please notify the Executive Director or principal immediately of any media contact. Unappointed staff may not serve as a spokesperson for MA.

B. The Board and school administration have systems in place for media coverage.

**X. Parking for Employees**

A. Monument Academy has designated parking spaces for employees. Employees of Monument Academy will park their vehicles at their own risk. MA will not be

responsible for theft or damage to any vehicles parked on or near school property. MA will not be responsible for personal property left in vehicles that are lost, damaged, stolen, or destroyed.

#### **XI. Normal Reporting Hours**

- A. Reporting hours vary depending on job classification and duties. Hourly employees must coordinate their time and reporting with their direct supervisors. Hourly employees are on their honor to report their time accurately. Breaks and lunch will be given in accordance with labor statutes.
  - 1. Salaried employees are paid to fulfill the functions of their job. Teaching staff should be at school thirty minutes before the start of class and should leave when all of their responsibilities requiring their presence are complete. It is understood that teachers take work home with them; therefore, a time will not be set for the end of the day.
  - 2. If a teacher habitually leaves early and it becomes a problem for students, parents, colleagues, or administration, the absence will be handled on an individual basis.
- B. Mandatory reporting hours for student-facing full-time employees are scheduled for the following reporting times: (These times are subject to change during the year.)
  - 1. West Campus: 7:30 am to 4:00 pm
  - 2. East Campus: 7:20 am to 3:50 pm
- C. Hourly employees have designated report times and should stay within those hours unless otherwise approved by their supervisor.
- D. Administrative salaried employees will also work to fulfill the functions of their job. Administrative reporting hours may vary depending upon the campus and the position. There are times when administration conducts meetings, work, and activities off-site.
  - 1. There may be some additional administration responsibilities for after-hours and evening activities. Schedules should be coordinated with a supervisor.
- E. All salaried exempt employees will coordinate their breaks and lunch, so it does not conflict with their primary responsibilities.

#### **XII. Paycheck and Compensation**

- A. Payday is once a month on the 26<sup>th</sup> of each month. If the 26<sup>th</sup> falls on a weekend or holiday, paychecks will be issued on the Friday preceding the 26<sup>th</sup>.
  - 1. All standard deductions are taken.
  - 2. We honor garnishment orders.
  - 3. Direct deposit is required.
  - 4. Contact the Director of Human Resources for more information.

#### **XIII. Equal Pay for Equal Work**

- A. The School will not discriminate between employees on the basis of sex, or on the basis of sex in combination with another legally protected class status, by paying an employee of one sex a wage rate less than the rate paid to an employee of a different sex for substantially similar work, regardless of job title, based on a composite of skill; effort, which may include consideration of shift work; and responsibility, unless the basis for such disparity is one of the following, reasonably applied reasons, which account for the entire wage differential:
  - 1. The school's seniority system.

2. The school's merit system.
3. The school's system that measures earnings by quantity or quality of production.
4. The geographic location where the work is performed.
5. Education, training, or experience to the extent that they are reasonably related to the work in question; or
6. Travel, if the travel is a regular and necessary condition of the work performed

**XIV. Wage History and Disclosure of Pay Rate**

- A. In determining an employee's pay the school will not inquire about or rely on the wage history of the prospective employee. The school will not discriminate or retaliate against prospective employees for failing to disclose their wage history. The school will not discharge, discipline, discriminate against, coerce, intimidate, threaten, or interfere with an employee or other person because the employee or person inquired about, disclosed, compared, or otherwise discussed the employee's pay rate.

**XV. Job Postings**

- A. The school will disclose in all job postings, including but not limited to promotional opportunities, a good faith description of the hourly rate or salary compensation (or a range thereof, with lower and upper limits) that the school plans to pay for the position.
- B. General descriptions of any bonuses, commissions other forms of compensation that are being offered for the job; a general description of all employment benefits the School is offering for the position, including health care benefits, retirement benefits, any benefits permitting paid days off (including sick leave, parental leave, and paid time off or vacation benefits), and any other benefits that must be reported for federal tax purposes, but not benefits in the form of minor perks.
- C. The school may ultimately pay more or less than the posted range, so long as the posted range was the school's good-faith and reasonable estimate of the range of possible compensation at the time of the posting.

**XVI. Job Opportunities**

- A. The school will make reasonable efforts to announce, post or otherwise make known, in writing, any job opportunities to all current employees (even if they aren't eligible or qualified) on the same calendar day and prior to making a decision. Applications may only be open to employees who meet the minimum qualifications.
- B. A "job opportunity" means a current or anticipated vacancy for which the school is considering a candidate or candidates or interviewing a candidate or candidates or that the school externally posts, except it does not include "career development" or "career progression." A "vacancy" means an open position, whether as a result of a newly created position or a vacated position.
- C. "Career development" means a change to an employee's terms of compensation, benefits, full-time/part-time status, duties, or access to further advancement in order to update the employee's job title or compensate the employee to reflect the work performed or contributions already made by the employee. "Career progression" means a regular or automatic movement from one position to another based on time in a specific role or other objective metrics.
- D. These posts will include the job title, compensation and benefits, means by which employees may apply for the position, and the anticipated closing date for applications. These posts will be made for a minimum period long enough that employees can reasonably access it, and will be made, at a minimum available internally to employees,

in the following manner:

- E. Employees (A) can access within their regular workplace, either online or in hard copy, and (B) are told where to find required postings or announcements. If a particular method reaches some but not all employees, such as an online posting not accessible to those lacking internet access, an alternative method must be used for such employees.
- F. The promotional opportunities posting requirement will be subject to the following exceptions (which are subject to change as new rulemaking from the CDLE takes effect):
- G. A job opportunity need not be posted to all employees if the school has a compelling need to keep a particular opening confidential because the position is still held by an incumbent employee who, for reasons other than avoiding job posting requirements, the School has not yet made aware they will be separated. However, if any employees are told of the opportunity, all other employees must be told who either
  1. meet the minimum qualifications or
  2. have a job “substantially similar” to any employees being told of the opportunity. If the need for confidentiality ends before any deadline to apply for the job, the school will then promptly comply with typical posting requirements.
- H. No immediate job posting is required to fill a position on a temporary basis (i.e. "acting" or "interim" positions) for up to six months where the hiring is not expected to be permanent. If the hire may become permanent, the required posting must be made in time for employees to apply for the permanent position.

**XVII. Post Hiring Notification**

- A. The school shall make reasonable efforts to announce, post, or otherwise make known, within 30 calendar days after a candidate selected begins working the following information to, at a minimum, the employees with whom the employer intends the selected candidate work with regularly:
  1. The name of the candidate selected.
  2. The selected candidate’s former job title if selected while already employed by the School.
  3. The selected candidate’s new job title;
  4. Information on how employees may demonstrate interest in similar job opportunities in the future, including identifying individuals or departments to whom the employees can express interest in similar job opportunities.
- B. For positions with career progression, the school will disclose and make available to all eligible employees the requirements for career progression, in addition to each position’s terms of compensation, benefits, full-time or part-time status, duties, and access to further advancement.
- C. Nothing in this policy will be construed to require a violation of a selected candidate’s privacy rights under applicable local, state, or federal law or in a manner that would place the candidate’s safety at risk.

## **XVIII. Records**

- A. The school will keep records of job descriptions and wage rate history for each employee for the duration of the employment plus two years after the end of employment.

## **XIX. Personal Appearance**

- A. Monument Academy employees must remember that we are role models for our students and their families, and we must dress professionally. Monument Academy expects its employees to take pride in their appearance and strive to achieve a positive educational and business-like image when representing the school.
- B. Professional, neat, and clean business attire appropriate to the employee's position, while keeping modesty and safety in mind is required.
- C. In compliance with the Colorado Crown Act, any practices or references in any handbooks or policies of MA related to prohibiting discrimination on the basis of an individual's race shall include a person's hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race. Specifically, without limitation, such hairstyles as braids, locks, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps.
- D. Monument Academy's current policy is "business casual." The following guidelines illustrate the definition of business casual: General for Men and Women
  1. No hats or bandanas may be worn in the building. Shoes may be open toed but must be safe for all surfaces. Tennis shoes may only be worn on Fridays unless authorized by a physician for medical purposes.
  2. Employee Dress Code
    - a) Blouses and Shirts – Modest blouses and shirts. No blouses that have undergarments or midriff showing are too tight or have low necklines. Shirts must have either a collar or be a business-appropriate shirt. No tank tops, spaghetti straps or T-shirts with advertising, inappropriate writing, or pictures.
    - b) Dresses and Skirts – Dresses and skirts should be no shorter than four inches above the knees. Slits on dresses or skirts must be modest.
    - c) Pants – Dress and casual slacks. No sweatpants, denim jeans, casual shorts, leotards, spandex, hip huggers, or painter's pants. Women may wear a professional Bermuda length loose-fitting short. Leggings may be worn only under appropriate length top, tunic, dress, or sweater, no shorter than 4" above the knee. Men may wear professional knee-length shorts.
    - d) Teachers are allowed to wear denim jeans on Fridays.
    - e) PE teachers may dress in professional looking, clean, and appropriate sports attire. T-shirts must not read any profanity, inappropriate sayings, and/or logos.
- E. Casual Days for Men and Women
  1. On casual days, the following are acceptable: T-shirts, sweatshirts, and denim jeans. Clothing shall not be frayed or have holes.
  2. Occasionally teachers and other Monument Academy staff will find themselves engaged in duties and activities in which business casual attire is inappropriate.
    - a) Examples of such duties and activities include an art class using paint or other such medium, a physical education class, outdoor field trips, or

some form of cleaning project.

- b) In these cases, clothing that is appropriate for the activity and falls under Casual Days guidelines above is permitted.

**XX. Personal Property**

- A. Employees should not bring large sums of money, jewelry, or other valuables to work. Monument Academy will not be responsible for individual property that is lost, damaged, stolen, or destroyed on school property.

**XXI. Personnel Records**

- A. Upon request, any employee will be allowed to review their employee personnel records which have been used to determine their qualifications for employment, promotion, compensation, termination, or other disciplinary action up to and including termination. Please contact the Director of Human Resources for more information.
- B. The personnel records of Monument Academy employees are confidential pursuant to the Colorado Public Records Act. Records may not be removed from the Administration office and must be viewed in the presence of the Director of Human Resources.

**XXII. School Closures and Delays**

- A. MA may be closed unexpectedly or canceled due to severe weather, power failure, heating/cooling issues, or other reasons. MA school closings due to weather will be in conjunction with District 38 as much as possible. Due to the fact that MA families travel from many directions and distances, there may be occasions when the Executive Director would make a different call than the district. If this happens, check the MA website, ParentSquare, or refer to the local broadcast stations.
- B. A delayed start is possible in the event of questionable weather. In the event of a delayed start, there will be no A.M. preschool classes. Full day preschool classes will start at 10:00 am. AM Kindergarten will report at 10:10 am. All other students will report to school two hours later than the normal start time for the day unless a cancellation is subsequently announced. If a delayed start occurs on Fridays, school will be canceled for the day.
- C. Monument Academy administration will make a determination on a case-by-case basis if there will be remote learning on a snow day or canceled school day.
- D. If there is a delayed start, after school activities may remain as scheduled at the discretion of administration.
- E. When schools are closed because of the weather, some school-related activities on that day may also be canceled. Late afternoon athletic events may still be held should travel conditions be deemed safe. The athletic director will make this decision and communicate to parents via the head coach in sufficient time to allow athletes to arrive in time for the event.

**XXIII. Staff Lounge**

- A. Space is provided in the staff lounge for lunch and/or breaks for staff members and appropriate volunteers.
- B. Staff will work cooperatively to ensure this area is neatly maintained. Students are not allowed in the staff lounge unless they are conducting school business as a teacher's assistant.
- C. Staff children are not permitted in the lounge at any time.

**XXIV. Technology User Agreement**

- A. General Information

1. Internet, school local area, and wide area network access are available to students, teachers, and employees of Monument Academy. Our goal in providing these services to students and teachers is to support a vigorous and rich curriculum by facilitating information access, resource sharing, innovation, and communication.
  2. Students, parents, teachers, and school employees may have access to: Electronic mail communication with people worldwide; The Library of Congress, university libraries, and other resource databases;
  3. Unfiltered sources of information (no filtering system is 100% effective).
  4. Students, parents, and teachers with a legitimate educational interest may have access to that student's online grades, attendance, and other student information.
  5. Staff and teacher created web pages.
  6. Other resources as they are developed.
- B. The information accessed through network services, including wireless services, should reflect the educational mission and goals of Monument Academy. The school, in compliance with the Children's Internet Protection Act, has taken precautions to monitor and limit access to materials not in line with Monument Academy's mission and goals. The following guidelines are provided so that you are aware of your responsibilities. They encompass the efficient, ethical, and legal utilization of the school's network service resources.

**XXV. Internet/Network Use – Terms and Conditions**

A. Privileges

1. The use of network services at Monument Academy is a privilege and not a right. Inappropriate use may result in cancellation of network privileges and the disclosure to a supervisor or guardian. The system administrators reserve the right to monitor activity on the school network services. The system administrators may close an account at any time should inappropriate activity be detected. In addition, the administration, faculty, and staff of Monument Academy may request system administrators deny, revoke, or suspend specific user accounts and access when it is determined that a user has inappropriately used school technology.

**XXVI. Rules of Use**

- A. The school network will not be used to “cyber bully” or publish, access, download, store, and/or distribute any material (text, graphic, photo, audio) which contains anything classified as defamatory, abusive, untrue, obscene, profane, threatening, or sexually explicit, or otherwise “offensive” as determined by Monument Academy.
- B. The school network may not be used in any fashion which results in the violation of school rules, school policies, or city, county, state, or federal law. Federal copyright regulations must be followed. All communication and information accessible via the network should be considered copyrighted unless otherwise stated. Plagiarizing the works of others is illegal and violates this agreement.
- C. Sharing or allowing another individual to use your password is not permitted. Staff may not log on and allow students access to staff resources. Staff may not log on to the network and allow other adults/staff to access network resources. Users shall not attempt to use a password, email name, or Internet address which has been assigned to another person. Users found abusing this privilege may be denied continued access to the

network.

- D. Gaming, or any form of gaming, is not permitted on the Monument Academy network, unless approved by a system or school administrator.
- E. The school accepts no liability or other responsibility for costs related to commercial services accessible on the Internet, flat or metered surcharges, or any other costs which might be related to the use of the Internet. Individual users may not incur charges which may be billed to the school.
- F. Using network services for product advertising, personal websites, or political lobbying is prohibited.
- G. MA network security is a priority. If you feel you can identify a security issue/threat on the network or the Internet, you must notify an administrator or Monument Academy Technology Services technician immediately. Do not demonstrate/discuss the problem to others.
- H. Bypassing, or using applications designed to bypass, Internet firewalls or web-filtering is strictly prohibited and will result in immediate account suspension. This action may also result in suspension, expulsion, or other appropriate disciplinary action up to and including termination. Installing any applications on a computer must be done with extreme caution. If there are any questions or concerns about an application, please bring it up to the Technology Department. If your computer gets any kind of malware from downloading and installing software, your computer will be taken off the network and reimaged. Reimaging will wipe all files, documents, pictures, etc. from your computer, so be sure to frequently save data to network or external drives.
- I. Vandalism is a direct violation of this agreement. Vandalism is defined as any attempt to harm or destroy data or equipment of Monument Academy, another system or entity on the Internet, or to disrupt services to others. This includes, but is not limited to, the creation or uploading of computer viruses. Hacking or exploring unauthorized and sensitive areas of the network system will also be considered vandalism and will result in the cancellation of network privileges and/or other appropriate disciplinary action up to and including termination. Such action may also include suspension, expulsion, monetary compensation, and notification to legal authorities. In the case of an employee, further personnel actions may result.
- J. Connecting personal electronic devices to Monument Academy technology is not permitted, unless approved by a system or school administrator. This includes but is not limited to computers, telephones, or network equipment.

## **XXVII. Electronic Mail**

- A. Electronic mail is a communications tool provided to active school employees and current middle school and high school students. Access to other third-party email services is also available.
- B. Do not reveal personal information about yourself or others in any email message. This includes your home address, phone number, Social Security Number, birth date, or any other personally identifiable information.
- C. Employees should only use their Monument Academy email to communicate with students, staff, or parents regarding school related information. Employees are not permitted to use any email distribution list obtained from their position at Monument Academy for personal use.
- D. Employees should not use their Monument Academy email for personal mass mailings



such as chain letters, garage sales, advertising, etc.

- E. Employees should inform the appropriate school staff member or supervisor immediately if they receive any inappropriate/improper email messages.
- F. Students should use the school-provided email for school purposes only.
- G. Employees should be aware that any form of electronic mail may be a public record under the public records law and may be subject to public inspection under section 24-72-203.
- H. School provided email accounts are subject to monitoring and search by the school at any time for any reason.

**XXVIII. Student Information System**

- A. Students, staff, and parents may access student information online. This is a secure, password protected privilege. All Monument Academy network and Internet terms and conditions must be followed.

**XXIX. Cancellation of Account**

- A. Any user who has graduated or is otherwise not associated with the school will have his or her account terminated. This includes but is not limited to the following accounts: Network, electronic mail, student database (Infinite Campus), and the school's website. Termination of the account will occur on the final day of association with Monument Academy. Access to these accounts, after termination by the user, is unauthorized and specifically forbidden by the school.

**XXX. Disclaimer**

- A. Monument Academy makes no warranties of any kind, whether expressed or implied, for the network services it provides. Monument Academy will not be held responsible for any damage suffered through such usage. This includes loss of data or service interruptions caused by hardware or software problems, user errors, or omissions. Monument Academy will not be held responsible for financial obligations arising from the unauthorized use of school network services. Monument Academy respects the law as it applies to any use of computer services on or off campus. Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. System administrators have access to all mail and will monitor messages. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.
- B. Monument Academy reserves the right to change its procedures and rules at any time.

**XXXI. Phone Usage**

- A. Employees should have their personal cell phones charged, turned on, and with them always for access to emergency notifications. However, during direct student supervision times for all staff, employees are prohibited from using their cell phones to talk, text, browse the internet/social media, or post on social media.
- B. Cell phone use of any kind during formal meetings and parent meetings is prohibited.
- C. It is strongly discouraged to use cell phones during professional training sessions.
  - 1. Exemptions can be made on a case-by-case basis.

**Section IV: Classroom Expectations and Requirements for Teachers**

**I. Attendance Reporting**

- A. The classroom teacher will take attendance daily as directed by administration.

## **II. Bullying Intervention**

- A. Monument Academy does not tolerate bullying, harassment, or violence of any kind. Teachers have to be watchful, sensitive, and vigilant at all times. Teachers or staff observing this type of behavior will report any such act to the administration immediately.
- B. Bullying is a form of harassment that involves repeated intimidation of others by real or threatened infliction of physical, verbal, written, electronically transmitted, or emotional abuse, or through attacks on the property of another.
- C. Online programs are held to the same standards and expectations as in-person classes and any harassment that occurs in the context of online instruction will be addressed by Monument Academy.
- D. Online harassment includes, but is not limited to, remarks, gestures, communications, or writings displayed on school IT systems or programs used for instructional purposes. Harassment may also occur in display or circulation of written materials or pictures.

## **III. Cyberbullying**

- A. Cyberbullying is defined as using technology to deliberately and repeatedly harass or intimidate. It may include but is not limited to actions such as verbal taunts, name-calling and put-downs, extortion of money or possessions, and exclusion from peer groups within the school. Such conduct is disruptive to the educational process and, therefore, bullying is not acceptable behavior at Monument Academy and is prohibited.
- B. Any form of verbal, physical or online intimidation of any student can result in suspension. Intimidation of staff members will warrant a suspension and consideration for expulsion. Intimidation includes verbal threats, physical gestures, electronic threats, or written words intended to physically or mentally harm others. Threats of any type of violent activity will be taken seriously and disciplinary action up to and including termination, along with legal consequences, may result.
- C. Many issues that arise involve more than one party. The teacher and/or an administrator will make every effort to notify parents (whether offender, offended, or bystander) on the same day at the earliest possible opportunity by telephone or email as soon as reasonably possible.

## **IV. Classroom Environment**

- A. Teachers are responsible for the entire environment in their classroom. Rooms must be kept clean, safe, and a productive learning environment.
- B. Teachers are required to keep all exits accessible in case of emergencies.
- C. Teachers must also provide a safe space that can accommodate all students in case of a lockdown.
  - 1. If there are any issues, the teacher is responsible for contacting the building facilities manager to ensure adherence to this policy.
- D. Displays: Any substantive classroom displays and decorations, including without limitation any banners, posters, pictures, symbols, iconography, or depictions, must have a connection to the curriculum or content of the coursework being taught in the classroom, unless approved by an administrator. If a teacher plans to display any materials or items that have the potential to be divisive or controversial, for example any displays of a political or religious nature, must not only have a curricular purpose, but must also be balanced and be approved by an administrator

in advance.

**V. Safety and Operation Staff Obligations**

- A. Rules and expectations covered in this section are designed to meet the following goals:
  - 1. Maintain an orderly school operation.
  - 2. Maintain optimal learning opportunities for students. School facilities and classrooms must be free of behaviors that interfere with teaching and learning.
  - 3. Help students develop skills and behaviors necessary for healthy social interactions, both present and future.
  - 4. Help students learn how their decisions affect the quality of theirs and others' lives.
  - 5. Help students develop responsibility and character.

**VI. Classroom Management**

- A. The role of the principals/assistant principals in classroom management is to support teachers in maintaining authority in their students' "school" lives.
- B. Document interactions with students brought about by misbehavior. This documentation may occur in any form that suits the teacher's style. It is appropriate to share this documentation with other teachers who work with the student and the appropriate principal/assistant principal for problem solving, devising possible consequences, and plugging holes in possible consequences. Documentation options include, but are not limited to, using the office referral in the classroom without sending the document to the office, using a paper tracker, spreadsheet, or app.

**VII. Physical Intervention**

- A. In accordance with C.R.S. 26-20-101, et. seq., and other related state and school policies, staff members who have been properly trained may restrain students in an emergency situation after attempting a less restrictive alternative such as de-escalation; or determining such measures would be ineffective and that prompt restraint is necessary to protect other students. A teacher should not restrain a student without proper [CPI](#) training. Any hold that is performed that goes beyond a level one hold, must be thoroughly documented.
- B. The use of chemicals or sedatives will not be used by staff members to restrain a student. Mechanical devices will not be used by staff to restrain students, except by trained and certified school security officers who are holding the student until law enforcement arrives.

**VIII. Child Abuse Reporting/Mandatory Reporters**

- A. Monument Academy complies with the Child Protection Act. As a part of this Act, any Monument Academy employee who has reasonable cause to know or suspect that a child has been submitted 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 Colorado Revised Statutes, shall immediately report or cause a report to be generated to the appropriate county department of social services or local law enforcement agency. Failure to report promptly may result in civil and/or criminal liability. A person who reports child abuse or neglect in good faith is immune from civil or criminal liability.
- B. To report suspected child abuse or neglect, call The Colorado Child Abuse and Neglect Hotline, 1-844-CO-4-Kids or 1-844-264-5437. The hotline serves as a direct, immediate and efficient route to the counties which are responsible for accepting and responding to child abuse and neglect inquiries and reports. All hotline calls will be routed to the county

where a child resides.

C. Employees may inform the Crisis & Behavior Management team when they file a report at: [crt@monumentacademy.net](mailto:crt@monumentacademy.net)

1. Reports should include the following information, some of which may be found in Infinite Campus.

- a) Name of Child
- b) Age
- c) Gender
- d) Ethnicity
- e) Grade
- f) Date of Birth
- g) Father Name
- h) Mother Name
- i) Address
- j) Home Phone
- k) Cell Phone
- l) Other household members
- m) Siblings at home
- n) Narrative of incident

D. Reports of child abuse or neglect, along with the name and address of the child, family, or informant, and any other identifying information in the report, are confidential and will not be made public.

**IX.** School employees may not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. Intimate Care Policy

A. Monument Academy is committed to ensuring staff who are responsible for the intimate care of students will perform their duties in a professional manner. The student's dignity and privacy will always be preserved.

B. Definition: "Intimate Care" is defined as tasks of an intimate nature associated with bodily functions and personal hygiene, such as toileting and/or incontinence care, which require direct or indirect contact with or exposure of the genitals. Partnership with parents, including the knowledge and understanding of any religious or cultural sensitivity is a vital principle when providing intimate care to students. Each student's right to privacy will be respected.

C. Careful consideration will be given to each student's situation to determine how many staff need to be present when a student requires help with intimate care. Where possible, one student will be cared for by two adults, but this is not mandatory.

D. When it is anticipated that a child will require regular intimate care, an individual intimate care plan will be created and signed by the parent. The intimate care plan will provide detailed information for all staff providing care for that student. This plan should be agreed after discussions with the parents, school staff, and any appropriate health personnel. The plan should include phrases used for bathroom functions at home and routine assistive measures that are required by the student. (See attached template for ease of plan creation.)

E. Individual autonomy will be encouraged for students in relation to toileting and/or cleaning up after bowel or bladder accidents. Staff will encourage students to do as much

- for themselves as they can.
- F. Staff who provide intimate care to students will receive annual universal precautions training by the school nurse.
- G. Bowel and/or bladder hygiene care will be provided in the health office bathroom.
- H. Non-latex gloves and appropriate wet wipes will be made available to staff for use when providing intimate care to students. Staff will wear a new pair of disposable gloves each time bowel or bladder hygiene is conducted.
- I. The student's body will be cleaned wherever necessary.
- J. Soiled underwear and clothing will be replaced with clean underwear and clothing. If the student does not have a clean change of clothes, staff will check with the health office supply. If no clean clothing is available from the health office, staff will contact the student's parent(s) and request a change of clothes be brought from home. Students who have an individual intimate care plan are encouraged to keep at least one change of clothes at school.
- K. Once the students have cleaned, their hands will be washed.
- L. Staff will wash their hands.

*Resources: Bilton Community Primary School Intimate Care Policy, United Kingdom, Colorado Department of Public Health and Environment, Division of Environmental Health and Sustainability, Rules and Regulations Governing Schools in the State of Colorado, 6 CCR 1010-6., St. Thomas Primary School Intimate Care Policy, United Kingdom.*

**X. Classroom Movies**

- A. Board Policy will determine this portion of the handbook.

**XI. Classroom Supervision**

- A. All classrooms must be supervised by a school staff member. Individual teachers are responsible for ensuring effective classroom supervision. Students are to be held accountable for their cooperation with teachers and other supervising adults. Only school employees may supervise students in the classroom. At no time will a teacher or school employee be left alone with a student in a room with a closed door. Teachers and staff must assist one another with accountability.

**XII. Curriculum Guidelines**

- A. Please refer to Monument Academy's Vision for general philosophical information regarding the academic program.
- B. Monument Academy will encourage and provide growth in basic skills, subjects, and methodologies, and will use the Core Knowledge Sequence to enable students to become productive citizens and analytical thinkers, as well as lifelong learners. The curriculum will allow teachers to exercise personal giftedness and judgment in applying the curriculum, methods, and materials while teaching students the joy of learning and achieving.
- C. Teachers are expected to follow Monument Academy Frameworks which incorporates Core Knowledge scope and sequence.
- D. Teachers are accountable to their students, parents, and team members to stay on pace with the entire curriculum outline.
- E. Any new curriculum purchases must be approved by the Curriculum Committee. This would include material purchased by a teacher.

**XIII. Emergency Safety Procedures**

- A. Refer to the current version of the Emergency Operations Plan. Employees are

responsible to be prepared for emergencies.

- B. Teachers are responsible for contacting the School Resource Officer and administration if they witness any suspicious behavior or become aware of illegal activity.

**XIV. Facilities Management Services**

- A. For facilities emergencies, please contact the front desk and they will contact the appropriate Facilities team member.
- B. Facilities Request for Other D-38 Schools
- C. Contact the Business Office for information on how to arrange the use of other D-38 facilities. Please do not contact District 38 directly.

**XV. Facility, Materials, Equipment Use**

- A. There will be no use of materials, facilities, or equipment for activities outside of Monument Academy's educational program without specific written approval of the Operations Manager.

**XVI. Faculty Meetings and In-service**

- A. It is imperative for staff and teachers to stay informed of current educational practices.
- B. Professional development training will occur on Friday afternoons during in-service time. This in-service time was designated at the onset of the school.
- C. The principals and/or instructional coach will schedule Friday afternoons in advance for teachers and teams to properly plan.
  - 1. Each designated Friday afternoon, attendees are expected to have lunch prior to and be ready for in-service training at the communicated time/location.

**XVII. Field Trips**

- A. Prior to planning a field trip, contact the administration and business office to seek approval. The teacher is responsible for communicating all details regarding the field trip to parents. Overnight field trips are limited to secondary students unless otherwise approved by the principal/assistant principal. If there is an overnight trip, there will be a minimum student-to-chaperone ratio of 5:1, with a same sex adult chaperone in the room or adjacent room with the door open. There will never be unsupervised students in a room. Overnight field trips are considered optional.
- B. Extra-curricular activities which are school sponsored must follow field trip guidelines.
- C. Teachers are responsible for maintaining student safety. The teacher(s) is/are responsible for every student present on a field trip.
- D. Any misconduct will result in disciplinary action up to termination. All volunteers must be background checked by the Colorado Bureau of Investigation.

**XVIII. Handing Out Materials**

- A. Any flyers, pamphlets, or other written materials that contain information not related to Monument Academy's educational program, including those that are religious in nature, may only be handed out before or after school hours, so as not to cause disruption during the school day. Only students may hand materials on the MA school campus.

**XIX. Lesson Plans and Weekly Plans**

- A. All teachers will be responsible for planning lessons at least one week in advance. All new teachers may be asked to submit plans on a weekly basis and send them to the Principal/Assistant Principal by Sunday evening. The Principal/Assistant Principal will provide details on the format and how to turn them in.
- B. Secondary teachers will update their Canvas homepage Weekly Snapshot table by every

Sunday evening.

- C. Grades must be posted weekly. No assignment should remain ungraded in Infinite Campus or Canvas for longer than one week.

**XX. Religious Opinions**

- A. To ensure Monument Academy remains a safe learning environment and maintains neutrality for all students, staff members are not to represent their personal religious opinions with students on the school campus or during school-sponsored activities (Roberts v. Madigan, 702 F. Supp. 1505 (D. Colo. 1989)).
- B. Teachers faced with unsolicited religious questions by students should redirect students to their parents or others and make it clear that teachers do not speak for Monument Academy. MA does not promote or endorse any type of religion.

**XXI. Report Cards and Progress Reports**

- A. Report cards are issued prior to these conferences. Teachers will post their grades within the parameters given by the administration.
- B. Teachers should call the parents of any student receiving a grade below “C.”

**XXII. Teacher/Parent Communications**

- A. To fully realize and appreciate our parents’ support, it is imperative we make communications a priority. It is important to speak with parents directly regarding issues and positive aspects of their child’s progress. A computer-generated grade report does not constitute parent contact.
- B. Regular communication is critical to the educational process. Frequent communications will take place to keep families well informed of classroom activities, academic progress, and any other information important to the child’s success.
- C. Appropriate methods of communication include, but are not limited to, class webpage, daily planners, phone calls, and academic status reports. Grades must be entered into the school software system weekly. Personal phone calls must be made to parents immediately when a student fails a test and/or any grade becomes a “D” or “F”. Student behavior issues must be communicated to the parents on the day of occurrence.
- D. Monument Academy business phones, not personal cellphones, should be used to call parents. Teachers should not use their personal cell phones to communicate with parents via text.
- E. The appropriate grade level principal/assistant principal may be available to attend any parent conferences.
- F. Parent-generated communication must be answered within 48 working hours during the school week. Friday emails should be addressed the following Monday. If communication may be of a controversial or confrontational nature, please “carbon copy” the principal. Reminder: All school emails are subject to CORA.
- G. Parents and/or guardians are expected to communicate directly with their student's classroom teacher or case manager regarding all academic and/or school-related questions or concerns. Teacher assistants and other staff members have been instructed to forward all such parent communications concerning the student, be it in-person, electronic, or otherwise, to the appropriate teacher or case manager. Any parent and/or guardian who consistently fails to meet this expectation may be asked to meet with a school administrator to discuss proper, orderly communication.
- H. All parent requests for student documentation during custody disputes must go through administration. Monument Academy does not have the authority to provide such data

unless directed by a court order. If a teacher receives a request, they must contact the appropriate grade level principal.

**XXIII. Teacher/Student Communication**

- A. Any communication that is not school related or appropriate classroom conversation between staff and students must be avoided. Personal, one on one communications with students is forbidden. The teacher/student relationship must always remain professional. Teachers may not share any form of social media with students. Teachers and other staff will refrain from posting school-related pictures or other information about students, parents, or staff on their personal social media sites. Exceptions may be made on a case-by-case basis.
- B. Employees and parents should only take pictures of their own students/children when in the building or at school-related functions and not post pictures of other people's children to social media sites. There can be no expectation of privacy at any MA public activity, such as sporting events, class parties, or concerts.
- C. Class videos/presentations can be created for end-of-year parties and award ceremonies. The video creator must check photo waivers in the office to ensure that students who do not have a waiver are NOT included in the presentation. presentations should only be shown at the respective party/ceremony and not shared with others, unless permission slips are obtained from each parent of each child included. Copyright free music must be used if the video is shared.

**XXIV. Personal Devices**

- A. Faculty and staff are permitted to bring personal printers and electronic devices to work; however, Monument Academy is not responsible for any loss or damage to these devices. Monument Academy is not responsible for any loss or destruction of data on a personal device and Monument Academy does not guarantee the privacy of data using the school network. Monument Academy does not provide any supplies for personal printers, other than paper. Paper provided by Monument Academy should be used for work purposes only. Monument Academy does not provide technical support for personal devices and printers.

**XXV. Volunteers in the Classroom**

- A. Please see [Lewis Palmer D-38 Volunteer Guidelines](#)
- B. Volunteers are welcome at Monument Academy. All volunteers must read and sign a Confidentiality Notification and Agreement form prior to volunteering. In order to maintain a safe, secure, and smooth-running school, teachers are asked to follow the guidelines below when using volunteers:
- C. Teachers will provide the front office with their volunteer schedules and include names/dates.
- D. Scheduled volunteers must sign in at the front office to receive a visitor badge, then proceed directly to the classroom.
- E. Do not ask volunteers or room moms/dads to purchase classroom or curriculum supplies.
- F. Never ask a parent to file or in any way handle confidential student information (e.g., assessment scores, report cards, etc.). This is a breach of confidentiality.
- G. Volunteers working with students separate from the supervision or oversight of a Monument Academy employee must have background checks completed before volunteering. Monument Academy staff will notify the front office so that the necessary paperwork/approvals may be processed prior to volunteering. Please contact the Director



of Human Resources for further information.

- H. When volunteers are present, be very judicious of conversations that may contain any confidential information.
- I. Volunteers who want coaching or leadership positions requiring them to oversee students without teachers or other staff members present, must be fingerprinted and have background checks completed prior to leading, supervising, or chaperoning students during these activities. Please see Administration for clarification.

**XXVI. Visitors in the Building**

- A. All school visitors are required to sign in at the front office and wear a "Visitor" name tag.
- B. If at any time, a parent or visitor becomes disruptive to the learning environment, a staff member will notify the front office immediately so that the administration can assist with the situation.
- C. All Monument Academy staff will be vigilant to ensure that adults have a visible badge on their person while in or around the school building. Any adult without a badge should be escorted to the front office to obtain a badge. Volunteers who work directly with children must be background checked through the Colorado Bureau of Investigation.

# **ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK**

I have received my copy of the Handbook which outlines the personnel policies of the School. I will familiarize myself with the information in the Handbook and agree to observe these policies in all aspects. I also agree to familiarize myself with and abide by all policies and resolutions of the MA school board.

I recognize that the Handbook does not constitute a contractual agreement and that either the School or I may terminate my employment at any time for any reason, with or without cause, and I understand that no manager or representative of the School, other than the Executive Director, has any authority to enter into any employment agreement for a specified period of time or to make any promises or commitments contrary to the foregoing. Further, any such agreement, if made, shall not be enforceable unless it is in writing and signed by both the Executive Director and me.

I understand that the information contained in the Handbook represents guidelines only, and that the School may change, rescind or add to any policies, benefits, or practices described in this Handbook at any time at its sole and absolute discretion with or without prior notice.

Employee's Signature

Date

Employee's Printed Name