

## **BOARD GOVERNANCE**

1. Responsibilities and Duties of the Board of Directors (Adopted: March 2013)
2. Bylaws for Salida del Sol Academy Board of Directors (Charter Application, p. 129-138, July 2013)
3. Conflict of Interest (Adopted:March2013)
4. Dispute Resolution (Charter Application, p. 128, July 2013)
5. Board of Directors Handbook (Charter Application, p. 167-174, July 2013)

## Responsibilities and Duties of the Board of Directors

The Board is responsible for:

1. Implementing the vision and mission statements as well as the school's values, philosophy and objectives. These should be read on a regular basis and taken into consideration whenever possible changes of policy are under discussion.
2. Establishing policies for the Academy Director's operation of SDSA as well as ensuring that the provisions of the corporation's Articles of Incorporation, Bylaws, the charter contract, and other contracts or agreements with Weld Greeley S06 are being followed.
3. Establishing fiscal policy and boundaries, including but not limited to, budgets and financial controls for the schools.
4. Selecting a new Academy Director, when necessary.
5. Establishing necessary working committees and ensuring that all directors are actively involved in appropriate committee assignments. All directors are expected to actively serve on at least one such committee.
6. Periodic evaluations of the Academy, taking into consideration the school's philosophy and goals as stated in the vision and mission statements.
7. Conducting a written annual evaluation of the performance of the Academy Director and establishing his/her performance goals for the following year.
8. Conducting a written annual self-evaluation, including consideration of whether the Board and its committees are independently knowledgeable concerning school matters or are relying too heavily upon the Academy Director and other school personnel for guidance in establishing and maintaining policies.
9. Keeping full and accurate minutes of Board meetings.
10. Maintaining a policy repository so that governing decisions made over a period of years may be readily available to subsequent directors and administrators.
11. Developing and maintaining a communication link to the community.

It is important to remember that each director has no individual authority; it is only as a collective Board that there is authority.

Adopted March 2013

# **APPENDIX A:**

## **Bylaws for Salida del Sol Academy**

### **ARTICLE I**

#### ***General***

1.1 Name: The name of the corporation shall be Salida del Sol Academy (herein sometimes referred to as SDSA or the "school").

1.2 Purpose: The purpose of these bylaws is to make provision for the functioning of the corporation in accordance with, and subject to, all provisions of its Articles of Incorporation.

1.3 Location: The principal office of the corporation shall be located anywhere in Weld County, state of Colorado or such other site as may be designated by the Board of Directors (hereinafter referred to as the "Board"). The Board may change the principal place of business at any time.

1.4 Members and Stock: The corporation shall have no members and no stock.

1.5 General Powers: The corporation shall have all the powers granted non-profit corporations under the Colorado Revised Nonprofit Corporations Act, and all powers granted to Schools under the Colorado Schools Act, and all powers appropriate to a nonprofit corporation or Academy provided for in other laws of the State of Colorado now in effect or hereinafter enacted.

### **ARTICLE II**

#### ***Board of Directors***

2.1 Powers and Duties of the Board: The Board shall have control and general management of the affairs, property and business of the corporation and, subject to these Bylaws, may adopt such rules and regulations for that purpose and for the conduct of its meetings as the Board may deem proper, consistent with Colorado Law. Further, the Board may enact any and all policies and procedures necessary for the proper operation of the corporation as long as said policies and procedures are not in conflict with these Bylaws or with Colorado law. The powers of the Board shall only be limited by the Articles of Incorporation, these Bylaws and the Colorado Revised Statutes applicable, or deemed applicable by courts of competent jurisdiction in Colorado to Schools such as Salida del School Academy. In addition, the Board shall have the duties and rights described by the Salida del School Academy Charter Agreement with the SD 6 School District, as such document may be modified or amended from time to time.

## **Section 1: OBJECTIVES**

The objectives of the Board are as follows:

A. To ensure that the Mission Statement and Contract between SDSA and SD6 School District are adhered to in all activities and decisions of the board, staff; students, parents and SDSA advisory committees.

B. To serve as final authority in matters affecting staffing, budget, curriculum, calendar decisions and other Salida del School Academy concerns, and to ensure that these are consistent with and promote the educational goals of the Mission Statement, Operating Contract and official SDSA policy.

C. To encourage faculty, parents and students to be aware and responsive to the needs and concerns of SDSA as a whole, and to the unique learning styles, challenges and talents of individual students.

D. To act as the official voice of SDSA with regard to public information, media contacts, and public relations.

E. To adopt policy and procedures that will govern the Salida del Sol Academy.

F. To ensure SDSA's long-term viability and fiduciary responsibility.

2.2 Policies and Procedures: The Board is hereby authorized to adopt such policies and procedures as it may deem necessary or appropriate concerning the election of Directors of the Board as the Board may determine necessary or appropriate from time to time, as long as the policies and procedures are not in conflict with any provision of Colorado Law and/or any provision of these Bylaws. As of the date of adoption of these Bylaws, such Board election policies and procedures shall include the following provisions:

1. Each parent/guardian of a student or students shall be accorded one vote each for each position open on the Board. This policy shall be effective even in circumstances where a student or students have more than one custodial parent or set of parents living in separate domiciles. In such event, the custodial parents shall mutually determine which parent shall be entitled to vote on behalf of that student family and shall so notify the Vice-President of the Board (or the Vice-President's designee) of the identity of the parent entitled to vote at the time of any such election, as part of the election process.

2. Those candidates receiving the most votes shall fill the available seats on the Board. In the event of a tie, a second ballot shall be cast for that position only, with only the tied candidates participating. Should a second tie vote occur, a majority of the Board shall appoint one of the two candidates who tied for the position to fill that vacant seat.

3. Terms of office for the Board shall begin on the first scheduled meeting following the election, and shall expire at the last scheduled meeting following

the election.

4. There shall never be more than three Directors elected in a single election.

5. The SDSA Board-designated representative shall conduct board elections in accordance with the Bylaws, Operating Contract, Charter, and applicable Colorado law.

2.3 Board Responsibilities: The following sets forth the general duties and responsibilities of the Board as a whole, and its individual Directors.

A. The Board shall set and enforce policy and assure that SDSA is run in a manner consistent with the Mission Statement and in compliance with all applicable laws, the Charter, and Operating Contract.

B. The Board shall develop and approve an annual budget, and operate within that budget.

C. The Board shall appoint Directors to standing and ad hoc committees. Those elected to the Board will be expected to serve on a minimum of one standing committee.

D. The Board shall establish and publish the school calendar, including any changes made during the school year.

E. The Board shall be responsible for the maintenance of any records required by law or provided for in the Contract.

F. The Board shall negotiate and approve any changes to or renewals of the facilities lease, its use and maintenance, and shall establish policy for facilities use.

G. The Board shall convene at least eight times per year, subject to Open Meetings Law, and will provide an opportunity for public input. In addition, the Board may convene work sessions as it deems appropriate.

H. The Board shall adopt and administer a grievance policy any procedure.

I. The Board shall approve an enrollment policy, and assure compliance with all aspects of such policy with Federal and State requirements.

J. The Board shall approve or disapprove all hiring and termination recommendations, and approve all staff employment contracts.

K. The Board shall enforce all contract issues, including employment, leases, and contractual agreements with the District or State of Colorado.

L. The Board shall be responsible for the implementation and monitoring of a code

of conduct and discipline policy, consistent with the applicable law and the Operating Contract

M. The Board shall approve the use of recommended curriculums in the classroom that have been thoroughly researched according to policy.

N. The Board shall perform other such duties as appropriate and necessary to the safe and effective operation of SDSA, and which promote SDSA's commitment to educational excellence.

O. The Board shall not participate or intervene in any political campaign on behalf of any candidate for public office. The board may carry on activities or use SDSA assets to educate its community on SDSA-related issues.

Responsibility for day-to-day operations of the school and for implementation of the policies established by the Board shall generally be the responsibility of the Executive Director and Staff. All books and records of the corporation shall be open by request of a Board Director, to inspection by all Board Directors at any regular meeting of the Board, or by any individual Board Director at any reasonable time. The Board will have the authority to make its own rules and regulations (subject to the provisions set forth in SD 6 policies and state law, the charter application and contract); to organize and maintain a system of K-8 education and to exercise sole control over the school and the property of SDSA.

2.4 Number and Composition: The SDSA Board shall consist of no fewer than seven members. At least three directors will be community members who do not have children enrolled at the school. The community members will be appointed by the board to ensure diversity within the Board, and uphold the partnership between SDSA, students, parents, staff and community, iterated in the Mission Statement. The appointed positions will have a term of three years. If the only enrolled child of a Board Director graduates from or otherwise leaves SDSA during the parent's term., the parent may complete his or her term. The Instructional Leader and Assistant Instructional Leader and business manager of SDSA will attend all board meetings, acting in an advisory or consultative capacity.

2.5 Terms for Board: The term of a Board Director will begin in May and end two to three years later, depending on the term. The Board Directors will select its officers from its own number, by majority vote of a quorum, to serve as President, Vice-president, Secretary and Treasurer, with no Director holding more than one office. Officers will serve for one year and may be re-elected for one additional term. New officers will be elected by the Board after new Directors are seated following the annual election. Officers shall be elected or appointed by the Board at the annual retreat, which shall be the first regular monthly meeting of the Board after the annual election each year. All officers must perform the duties described for them in these Bylaws, and such other duties as may from time to time be assigned to them by the President or the Board.

2.6 Election of Board: The regular election will be held in March of each year for the seats whose term ends at the close of the school year. The voting method will be secure to

ensure anonymity and will be approved by the Board prior to the election. The outcome of the election will be delivered first to the candidates and then to the public within twenty-four hours of the close of the election. Newly elected Board members shall assume office at the May Board meeting following their election. Elections to appoint Directors to the Board, fill vacancies, elect officers or remove Directors shall only take place at meetings where advance notice has been given both to the public as required by law, and individually delivered to all Board Directors no less than forty-eight hours before said meeting.

2.7 Removal of Board Directors: A Board Director may be removed for cause by the affirmative vote of five Board Directors, at any properly called and noticed posted meeting. A parent may submit to the Board at a regularly scheduled meeting a recall petition containing a minimum of fifty signatures, each representing a different student family, or a number equal to one-third of all families of students currently enrolled at Salida del School Academy, whichever number is greater. Such a petition must state the reason(s) for the removal of the member(s) and the name of the person(s) responsible for submission of the petition to the SDSA Board. So as to prevent interference with students, petitions shall not be solicited on school grounds. A petition to remove one or more Board members must be provided to either the Board President or Secretary no less than fifteen days prior to the Board meeting date, and no less than four months prior to the expiration of the term of office for any Board member who is the subject of such a petition. The Board must then determine the validity of the signatures on the petition, and after such determination of validity, thereafter schedule and conduct a recall election within thirty days of the board meeting at which the ballots were confirmed to be valid. The recall election shall only ask whether the Board Director shall be recalled or not. If the majority of votes cast support removal, the Board Director shall be removed by such vote. In the event that any Board seat is vacated for whatever cause, the Board will conduct a special election to fill the remaining portion of the vacated Director's term. However, if the vacancy occurs within six months of a regularly scheduled election, the Board will request that volunteers submit their names to serve until the next regularly scheduled election. The replacement will be chosen from among the volunteers by a majority vote of the Board. If the vacated seat is an officer of the Board, the Board will elect a Director to fill that position until the next regularly scheduled election. The removed Board Director may seek re-election at any future Board election.

2.8 Vacancies: In the event that any Board seat is vacated for whatever cause, the Board may appoint a replacement throughout the year, other than in the election month. The replacement will be chosen from among the volunteers by a majority vote of the Board. If more than the minimum seven members remain on the Board, the Board may vote to hold the position open if the opening occurs sixty days prior to the election. If the vacated seat is an officer of the Board, the Board will elect a Director to fill that position until the next regularly-scheduled election.

2.9 Attendance: Attendance at regular meetings is mandatory. Any Director with two consecutive unexcused absences, or four unexcused absences in a twelve-month



period, shall be treated as a resignation from the Board. The Directors shall be removed from office effective as of the date notice of such absenteeism is taken by the Board, unless a majority of the voting Directors of the Board determine that circumstances warrant retaining the offending Director. The President of the Board shall determine if an absence is to be excused or unexcused.

2.10 Officer Powers Not Exclusive - Delegation of Officer Duties: Powers of officers listed herein are not exclusive and the Board may assign officers additional responsibilities by resolution. All responsibilities calling for an officer to "make provision" for certain actions may be fulfilled by delegating said responsibility to any agent of the corporation and assuring that the agent has carried out the responsibility assigned.

2.11 President: The President of the Board shall preside at all meetings of the Board, shall have general charge of the business of the Board and shall carry out its policies under the direction of the Board. The President shall make provision for and set an agenda to be distributed to all interested persons at the beginning of each meeting. The President may have any other powers and duties as may be conferred by the Board. The President shall have the authority to delegate duties and responsibilities to other Board Directors. The President shall call and preside over Board meetings; she or he may designate another officer or individual as a Director *ex officio* of any committees as are provided for from time to time.

2.12 Vice-President: The Vice-President shall have all the powers and shall perform the duties of the President in the absence or disability of the President. The Vice-President shall perform such other duties as the President may assign from time to time. The Vice- President shall have the authority to sign official documents requiring approval of the Board, such as contracts.

2.13 Secretary: The Secretary shall make provision for a record to be kept of all meetings of the Board; make provision for all Board Directors to have a current copy of the charter, articles of incorporation, by laws, management agreement and tax exempt status of the corporation; make provision for the maintenance and secure preservation of the *history* of this corporation and its predecessor or successor organizations; make provision for communication to the constituencies of the corporation on a regular basis; make provision for all notices required by the bylaws or by vote of the Board; report any communications received to the Board as a whole; and make provision for publication of such reports, articles or communications as the Board may direct from time to time.

2.14 Treasurer: The Treasurer shall have general supervision over the care and custody of the funds and securities of the corporation and shall deposit the same or cause the same to be deposited in the name of the corporation in the bank or banks, trust company or trust companies that the Board may designate. The Treasurer shall keep or cause to be kept full and accurate records and accounts of all receipts and disbursements of the corporation and whenever required by the Board shall render or cause to be rendered financial statements of the corporation. The Treasurer shall make provision for the

accounts to be subject to an annual audit by a Certified Professional Accountant or other appropriately qualified individual. The Treasurer shall also make recommendations to the Board, along with the Director and/or Business Manager, for the coming year's budget.

2.15 Absence or Inability: In the absence or inability of any officer, the Board may delegate the powers and duties of such officer except as otherwise provided herein, to any Director of the Board.

2.16 Resignation and Removal of Officers: An officer may resign at any time upon written notice to either the President or Secretary. Any officer may be removed at any time, by a majority vote of the Board, whenever, in their judgment, the best interests of SDSA are served by the removal.

## **ARTICLE ID**

### *Meetings & Committees*

3.1 Regular & Special Meetings: The Board meets at least once a month, but will meet more often if deemed necessary. If circumstances so warrant, the Board may hold special meetings at other times. Special meetings may be called by the President of the Board or by two other Directors at such time and place, within Colorado, as the person or persons designate. Notice of special meetings shall be given personally or by mail at least three days before the day on which the meeting is to be held, or within twenty-four hours of the meeting if done by e-mail notice. Notice of special meetings shall be published at least twenty-four hours in advance, stating the time, place and purpose of the meeting in accordance with Colorado's Open Meetings Law. A simple majority vote of those present at a meeting will constitute action by the Board. The Board may meet in Executive Session in any meeting posted as either a Regular or a Special Meeting and according to law. The Board may not act in any meeting unless a quorum of Directors is present. All Board meetings will comply with the Colorado Open Meetings Law. Robert's Rules of Order shall govern the SDSA Board whenever they are applicable and not inconsistent with Bylaws, District policy, or State law.

3.2 Board Retreat: A Board retreat will be organized each year following Board elections. The purpose of this retreat will be to train and orient new Board Directors, assess the previous year's Board performance, review key documents and develop strategic planning for the coming school year.

3.3 Committees: The Board, by resolution, may appoint advisory committees to the Board. There shall also be such additional committees as may be required by state or federal statute, which committees shall have the functions, rights and responsibilities provided in such statutes. There shall be at a minimum of one Director of the Board appointed as liaison to, or as a Director of, each and every committee. An advisory committee shall consider, review, advise upon and make recommendations to the Board. Members of any advisory committee shall hold office at the pleasure of the Board. These committees may include but are not limited to the following:

Accountability Committee

Hiring Committee

Safety Committee

Curriculum Committee

Finance Committee

Facility Committee

Fundraising Committee

Library Committee

Technology Committee

Compensation Committee

Public Accountability Committee

## **ARTICLE IV**

### *Financial Activities*

4.1 Contracts & Checks -Faith and Credit: Any and all contracts entered by the corporation shall be signed by the President and attested by the Secretary, provided that checks of the corporation may be signed as otherwise provided in these bylaws or by Board resolution. No officer or agent of the corporation has authority to pledge the credit of the corporation in any matter which is not (a) provided for in a formal budget of the corporation or (b) approved by proper advance vote of the Board.

4.2 Conflicting Interest Transactions: Directors of the Board hold a position of trust, created in the interest of the common good and for the benefit of the school. Board Directors shall disclose any known present or potential conflicts of interest, which disclosure shall be reduced to writing, to the Board prior to or at the time set for voting on any conflicting interest transaction. Conflicting interest transactions shall include those involving any "party related to a Director" as that term is defined in Colo. Rev. Stat§ 7-128-501(5). Written disclosures shall be attached to the minutes of the meeting at which, or the first meeting after, such disclosure has been made. Board Directors with conflicting interests may be counted as present for purposes of determining a quorum to act and may discuss such transactions in public session. Board Directors with conflicting interests shall not vote on such transactions. Failure to abide by this provision may constitute grounds for removal of a Board Director. No loans may be made by the corporation to Directors or officers. Any Director or officer who assents to or participates in making any such loan shall be liable to the corporation for the amount of such loan unit it is repaid.

4.3 Board Director Compensation: Board Directors are volunteers and shall receive no compensation for service on the Board, provided that the Board may make provision for the corporation to reimburse Board Directors for reasonable and appropriate out-of- pocket expenses incurred for the benefit of the corporation and school and properly documented for the records of the corporation. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the corporation in any other capacity, subject to Section 2 of this article.

## **ARTICLE V**

### *Legal Compliance*

5.1 Primary Board Duty: It is the primary duty of the Board to further the purposes of the corporation, as set forth in the Articles of Incorporation.

5.2 Consistency with Internal Revenue Code: Notwithstanding any other provision of these bylaws, the corporation shall neither compensate any person, nor reimburse expenses, nor indemnify losses, or purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of the corporation as an organization described in section 501(c) (3) of the Internal Revenue Code, or that would result in the imposition of any liability under the Code.

5.3 Nondiscrimination: SDSA shall comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, the constitutional provisions prohibiting discrimination on the basis of disability, age, race, sexual orientation, creed, color, gender, national origin, religion or ancestry.

5.4 Nonreligious, Nonsectarian Status: SDSA agrees that it shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school. SDSA shall not be affiliated with any nonpublic or sectarian school or religious organization.

5.5 Severability: If any section, article or other provision of the bylaws or the articles of incorporation is invalidated by any court on any ground, the balance of these articles and bylaws shall be unaffected thereby and shall be construed as if such provision had been repealed by amendment.

5.6 Disposition of Assets: In the event of dissolution, assets will go to a nonprofit, tax exempt entity, such as the Greeley School District 6, and shall be disposed of as required by the charter contract with the Greeley School District 6.

## **ARTICLE VI**

### *Indemnification*

6.1 The corporation shall indemnify any person who was, is or is threatened to be made party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that this person is or was an officer or Board Director of the corporation and acting in that capacity, unless such indemnification is prohibited by law. In the event a request for indemnification is made, the Board will consider such requests as provided in the Colorado Revised Nonprofit Corporations Act. Indemnification shall be decided by majority vote of a quorum of Board Directors, with only Board Directors not parties to the proceeding counted in satisfying the quorum, or, if a quorum cannot be so obtained, by independent legal counsel selected by majority vote of the full Board. The determination made before indemnification is provided shall conform to the requirements of Colo. Rev. Stat. §7-129-102 (1998). An advance of expenses in aid of indemnification shall only be made as allowed by Colo. Rev. Stat§ 7-129-104, and as otherwise required by this Article for indemnification generally. The corporation may seek to purchase, maintain or otherwise participate in an insurance plan to enable it to carry out any indemnification called for in

this article.

## **ARTICLE VII**

### *Seal- Fiscal Year*

7.1 No Seal - Signatures Sufficient: The corporation will not use a seal. The signatures of duly authorized persons shall be legal and binding.

7.2 Fiscal Year: The fiscal year of the corporation shall be the fiscal year of the SD 6 Greeley School District.

## **ARTICLE VIII**

### *Amendments*

8.1 Amendments by Majority Vote & At Regular Meeting: Amendments to the bylaws, excepting Sections 8.2 and 8.3, may be made by a majority vote of all Directors of the Board, at a regular meeting, and not otherwise.

8.2 Notice of Proposal - Advance Reading - Waiver: Advance notice of proposed amendments shall be given to Board Directors not less than forty-eight hours before a meeting at which the amendment will be proposed. Proposed amendments shall be read at a public meeting not less than thirty days before taking a vote to amend, unless such reading is waived by unanimous consent of those present.

8.3 Amendments Consistent with Charter Contract: No amendment to these bylaws may in any way alter, amend or controvert any provision of a Academy contract with SD 6 Greeley School District, unless such proposed amendment first is submitted to and approved by the Board of Education of said District. The Board shall have power to make, amend and repeal the Bylaws of the corporation at any regular or special meeting of the Board. The Bylaws shall be reviewed by the Board for any useful or necessary amendments at least biennially at a regular meeting of the Board.

## **Policy**

### **Conflict of Interest**

The conflict of interest policy outlines the procedures if a potential conflict due to outside interests arises. If any person who is a director, officer, executive, or administrator of the Academy is aware that the Academy is about to make a grant to or otherwise enter into any transaction directly or indirectly with such person, any member of that person's family, or any entity in which that person has any legal, equitable or fiduciary interest or position, including, without limitation, as a director, officer, shareholder, partner, beneficiary or trustee, such person shall: (a) promptly inform those charged with approving the transaction on behalf of the Academy of such person's interest or position; (b) disclose any material facts within such person's knowledge that bear on the advisability of such transaction from the standpoint of the Academy; (c) thereafter recuse him or herself from further deliberations; and (d) not be entitled to vote on the decision to enter into such transaction

Adopted March 2013

## **Dispute Resolution**

Except as otherwise provided in C.R.S. 22-30.5-108, Appeal Standard of Review Procedures, any disputes that arise between Salida del Sol Academy and Weld County School District 6 concerning governing policy provisions of Salida del Sol Academy's charter contract shall be resolved pursuant to C.R.S. 22-30-107.5, Dispute Resolution Governing Policy Provisions Appeal.

These two sections of Colorado law outline in detail how disputes between charter schools and the authorizer, concerning governing policy provisions of the charter contract shall be remedied. The plan for dispute resolution includes the following:

1. Salida del Sol Academy may initiate a resolution by providing reasonable written notice to the other party of intent to invoke a dispute resolution. Such notice shall include:
  - a. A brief description of the dispute matter; and
  - b. The scope of disagreement between Salida del Sol Academy and Weld County School District 6;
2. Within thirty (30) days of receipt of written notice, both Salida de! Sol Academy and Weld County School District 6 shall either reach an agreement by mutual consent, or mutually agree to use any form of alternative dispute resolution as allowed by Colorado state law;
3. Alternative dispute resolution shall result in final written: findings by a neutral third party within one hundred twenty (120) days from the receipt of written notice;
4. The neutral third party shall appropriate costs reasonably related to the mutually agreed upon dispute resolution process;
5. Salida de! Sol Academy and Weld County School District 6 may mutually agree to be bound by the findings of the neutral third party or may appeal such finding to the Colorado State Board within thirty (30) days after release of such findings; and
6. Any decision issued by the state board, pursuant to state law, shall be final and is not subject to appeal.

APPENDIX E:  
Board Handbook

# SALIDA DEL SOL ACADEMY



**BOARD OF DIRECTORS  
HANDBOOK**



## **Vision Statement**

SALIDA del SOL ACADEMY will be a school that ensures all students will have a safe, caring, and challenging academic environment. Our kindergarten through eighth grade students will obtain positive academic achievement.

## **Mission Statement**

SALIDA del SOL ACADEMY will provide a supportive and challenging, personalized bilingual, multicultural education for students from kindergarten through eighth grade. Our students will demonstrate pride, self-confidence, mutual respect and acquire academic foundation necessary to become successful leaders.

## **Policy Statement on Decision Making**

Salida del Sol Academy (SDSA or Academy) seeks to be chartered by SD6 Greeley Evans as a K-8 school. The Board of Directors of the school oversees this charter. All decisions by the Board of Directors and the Academy Director shall be made within the parameters and uphold the principles of the vision and mission statements. Decisions shall be made first considering the vision and mission statements and then consulting the stakeholders (parents and their students), always keeping in mind that parents should have a meaningful voice in their child's education.

## **Board Member Agreement**

A member of the Academy Board of Directors ["Board"] shall have a firm belief in the established vision, mission, values and philosophy of the school and be committed to the best practices for education and the curriculum as approved by the Board.

Members of the Board ("Directors") additionally shall be fully committed to the charter school concept.

The purpose of the Board is to set the general direction and policy of the school, not manage the school on a daily basis. Directors shall be able to govern in a manner to ensure the adherence to the Academy vision and mission statements. Furthermore, directors of the Board shall foster positive relationships with school personnel, the school community, and community at large, oversee the financial stability of the Academy and deal with school related issues as prescribed in the Academy bylaws. BY SIGNATURE BELOW, EACH DIRECTOR AGREES TO UPHOLD THE TERMS OF THIS AGREEMENT.

## **Qualifications**

- **Be** familiar with the Academy Charter School Application (Application] and Charter School Contract (Contract).
- Be familiar with Robert's New Rules of Order and agree to follow the outlined rules and procedures in Board related meetings and agree to follow the outlined rules and procedures in Board related meetings.
- Complete the Online Board Training Modules at

<http://www.boardtrainingmodules.org/withinthree> months of joining the Board.

- Understand the curriculum that has been approved by the Board
- Be in agreement with the educational philosophy, discipline policy and administrative structure of the Academy.
- Be willing to model ongoing professional development for staff and students.

All directors should attend at least two Parents of Salida del Sol Academy (parent organization meetings per year to show support and encouragement for that vital aspect of our school.

Prior board experience is helpful but not required to serve on the Board. Placing a high value on professionalism and the success of the school is mandatory. Motivation for serving on the Board shall be to facilitate the educational success of students and financial stability of the school.

All directors are required to attend a yearly Board retreat where the goals of the Board are defined. Further, a Board self-evaluation meeting shall be conducted each year where the performance of the Board during the past year will be critiqued.

Additional meetings may be held during the year where outside speaker's present information on effective board leadership and/or other pertinent topics are discussed.

The Board shall at least annually conduct a Board Visit Day at the school. During this time, directors will visit classrooms, talk with the faculty and staff, and become familiar with the current successes and concerns of the school.

Directors shall fulfill their board and committee responsibilities to their fullest capability.

All directors should remember that being a public relations representative for the school is one of their key roles.

### **Behavioral Expectations**

Directors shall abide by the open meetings law [C.R.S. § 24-6-401]. The open meetings law states that anyone discussing Board business, policy, actions, resolutions, etc. amongst three or more directors, except at meetings for which notice has been properly posted at least 24 hours prior to the meeting, is illegal. "Meeting" with another director is defined as communication in person, by telephone, by electronic mail, or through any other means. Executive sessions [C.R.S.

§ 24-6-402(4) (a) through (h)] and confidentiality laws are also outlined in the statute. Personnel matters, individual students, and negotiations are confidential by law and may be conducted in executive session.

Expectations include a professional demeanor at all Board and school functions. Issues being discussed shall not be personalized and directed toward a fellow director, Academy personnel, parent or anyone else. Discernment should be used in interpersonal relationships and communications.

A diversity of opinions and solutions are necessary for the effective governance of the Academy; however, directors shall respect and listen to ideas being presented by another director. Directors shall encourage each other to fulfill their responsibilities to the fullest of their potential

## Grievances

When parents or other parties approach a director with a grievance about school personnel or other directors, the director shall redirect the aggrieved party to the Academy Grievance Process provided in the Employee and Family Handbooks, as well as at the end of this Handbook. Directors shall never speak negatively about school personnel or other directors to the school community, or parties outside the school community.

Grievances shall be resolved by those between whom it exists. Directors will commit to resolving grievances directly with each other or with the appropriate school personnel and not share the grievance with anyone outside of the grievance except as necessary to follow the approved Grievance Process of the Academy, including, but not limited to, other parents, other school personnel, or the media.

Directors shall exemplify integrity, honesty, and respect. A dedication and commitment to the vision and mission of the Academy shall be top priority for any directors. Any director finding him or herself involved in an irresolvable grievance shall put the vision, mission and interest of the school first.

## Conflict of Interest

The conflict of interest policy outlines the procedures if a potential conflict due to outside interests arises. If any person who is a director, officer, executive, or administrator of the Academy is aware that the Academy is about to make a grant to or otherwise enter into any transaction directly or indirectly with such person, any member of that person's family, or any entity in which that person has any legal, equitable or fiduciary interest or position, including, without limitation, as a director, officer, shareholder, partner, beneficiary or trustee, such person shall: (a) promptly inform those charged with approving the transaction on behalf of the Academy of such person's interest or position; (b) disclose any material facts within such person's knowledge that bear on the advisability of such transaction from the standpoint of the Academy; (c) thereafter recuse him or herself from further deliberations; and (d) not be entitled to vote on the decision to enter into such transaction.

## Attendance at Meetings

Directors are expected to attend all Board meetings unless excused. A director missing more than two consecutive Board meetings without prior approval for their absence from the President or at least two other directors shall receive a notice of probation. Missing a third meeting without prior approval is considered a resignation by that director. Directors may be present by telephone and shall be deemed present in person for all purposes, provided such director(s) can simultaneously hear and

speak to all other persons present

All board meetings shall be governed according to Robert's Rules of Order. The Board shall be composed as described in the Academy Bylaws. The Board shall establish and maintain fundamental school policies to ensure adherence to the vision and mission statements. The Academy Director (hired by the Board) shall make day• to-day management decisions and is responsible for all administration duties for the school. The Academy Director shall report directly to the board and serve at the pleasure of the board.

As with all charter schools, SDSA is an entity separate from the authorizing school district in the area of governance. Each director shall guard this unique characteristic of the Academy. Directors should remember that derogatory statements concerning matters regarding the Academy in a public forum tend to bring disrepute on the school as a whole and could be counter productive to not only the Academy, but also the Colorado charter school movement. If a director questions a school related decision, he or she shall immediately take that concern or disagreement to the Academy Director in a confidential and diplomatic manner. Likewise, the Academy Director shall agree to the same commitment regarding Board decisions.

While at the school, directors shall be mindful of the different roles they play: parent, volunteer, director, etc. Directors shall not use their position of authority while acting in their parent or volunteer roles. With humility, each director shall serve the best interests of the school.

Directors shall remember that stepping out of their advisory or director capacity and attempting to manage or unduly influence the operations of the school will always cause problems. As noted previously, the purpose of the Board is to set the general direction and policy of the school, not to manage the school on a daily basis, or unduly influence the school operations.

The vision and mission statements of SDSA will serve to guide and direct the function and decisions of the Board. The goal to continually improve, maintain integrity, serve the Academy families and ensure academic success for the Academy's' students shall take precedence in all situations.

## **Materials and Equipment**

SDSA shall provide each Board director with at least the following:

1. A bound copy of the SDSA Charter Application
2. A copy of the Charter Contract with District 6 Greeley Evans
3. A copy of Roberts Rules of Order in Brief
4. Access to the minutes of past meetings and the policy repository

# Governance chart



School Executive Director

Board of Appointed Committees

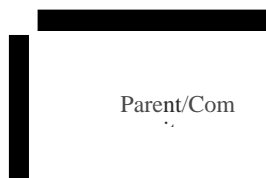
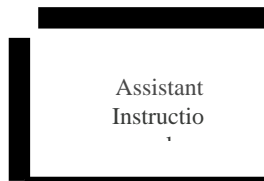
Legal Counsel

Instructional Leader

Business Manager

Security

Director of Instruction



## Responsibilities and Duties of the Board of Directors

The Board is responsible for:

1. Implementing the vision and mission statements as well as the school's values, philosophy and objectives. These should be read on a regular basis and taken into consideration whenever possible changes of policy are under discussion.
2. Establishing policies for the Academy Director's operation of SDSA as well as ensuring that the provisions of the corporation's Articles of Incorporation, Bylaws, the charter contract, and other contracts or agreements with Weld Greeley S06 are being followed
3. Establishing fiscal policy and boundaries, including but not limited to, budgets and financial controls for the schools.
4. Selecting a new Academy Director, when necessary.
5. Establishing necessary working committees and ensuring that all directors are actively involved in appropriate committee assignments. All directors are expected to actively serve on at least one such committee.
6. Periodic evaluations of the Academy, taking into consideration the school's philosophy and goals as stated in the vision and mission statements.
7. Conducting a written annual evaluation of the performance of the Academy Director and establishing his/her performance goals for the following year.
8. Conducting a written annual self-evaluation, including consideration of whether the Board and its committees are independently knowledgeable concerning school matters or are relying too heavily upon the Academy Director and other school personnel for guidance in establishing and maintaining policies.
9. Keeping full and accurate minutes of Board meetings.
10. Maintaining a policy repository so that governing decisions made over a period of years maybe readily available to subsequent directors and administrators.
11. Developing and maintaining a communication link to the community.
12. It is important to remember that each director has no individual authority; it is only as a collective Board that there is authority.

Agreed to and signed, this, \_\_\_\_\_.day of \_\_\_\_\_ 20

Director, Salida de! Sol Academy

Agreed to and signed, this, \_\_\_\_\_,day of \_\_\_\_\_ 20\_.

Director, Salida de! Sol Academy

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Director, Salida de! Sol Academy

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Director, Salida del *Sol* Academy

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Director, Salida del Sol Academy

## Appendix

The following documents may be reviewed in the SDSA office/official repository located at [www.salidadelsolacademy.com](http://www.salidadelsolacademy.com)

1. Articles of Incorporation
2. Bylaws
3. Previous Board meeting minutes with Board packet supplements



## **SCHOOL ADMINISTRATION**

- I. Student Enrollment Policy (Charter Application, Amended: November 2014)
2. Grant Coordination (Adopted: January 2015)
3. Grievance Policy and Procedure (Adopted: March 2013)
4. Open Communication Philosophy (Adopted: January 31, 2017)
5. Public Information (Adopted: January 31, 2017)
6. Student and Classroom Performance and Evaluation (Adopted: January 31, 2017)
7. Technology: Use by Faculty & Staff (Adopted: January 31, 2017)
8. Crisis Management (Adopted: January 31, 2017)
9. Distribution of Non-Curricular Material (Adopted: January 31, 2017)
10. School Wellness (Adopted: January 31, 2017)
- II. Private Vehicle Usage (Adopted: January 31, 2017)
- 12. Transporting Students in Private Vehicles Permission Form (Adopted: January 31, 2017)**
13. Infectious Disease in School Setting (Adopted: January 31, 2017)
14. Inclement Weather Policy (Adopted, March 2015)
15. School Closings and Cancellations (Adopted, March 2015)
16. Crossing Guards (Adopted, January 2014)
17. Policy Concerning Files and Reporting to District (Adopted, March 2015)



# Salida del Sol Academy

## Dual Language Education

### Enrollment

Salida del Sol Academy will accept Application Forms through January 15. If any grade is oversubscribed, SDSA will hold a lottery on January 20.

### Founding Family

A Founding Family includes children in the household of any member of the Salida del Sol Academy Board Member and children in the household of any family or person that provided at least 60 hours of approved volunteer service toward the establishment of Salida del Sol Academy by November 30 and before 15% of projected enrollment is guaranteed to founding families. Founding Family priority is based on the completion date of the 60 approved volunteer hours.

### Administrator, Teacher, and Staff Children Enrollment

All administrator, teachers, and staff employed a minimum of 20 hours a week will have guaranteed enrollment for children of which they have legal guardianship. The combined enrollment of children of "Founding Families" and Administrators, Teachers, and Staff shall not exceed 20% of total school population. Administrator, Teacher, and Staff Children enrollment will be prioritized based on 1.) Hire Date; 2.) Number of Paid Hours Weekly (with fulltime employees receiving highest priority and 20 hour a week employees receiving lowest priority).

### Community Notice

Salida del Sol Academy has and will continue to use the following mechanisms to notify the community about SDSA's opening and attract a diverse student body:

- SDSA's website: [www.salidadelsolacademy.org](http://www.salidadelsolacademy.org)
- Greeley Tribune articles
- Neighborhood canvassing
- Community Information tables
- Community information meetings
- Boys and Girls Club tables

- Rodarte Center tables
- Posters with Information and cards at local businesses

current Student Intent to Enroll

Parents of currently enrolled students will be required to submit an Intent to Attend form each Spring to secure a place at Salida del Sol Academy the following academic year. Intent to Attend I Forms are due by April 15 each year.

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# Salida del Sol

## Academy

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### Application and Lottery Process

Salida del Sol Academy is a public charter school open to any student regardless of race, color, national or ethnic origin, religion, gender, or socio-economic status. Salida del Sol accepts students from kindergarten through 8th grade. At the point Salida del Sol receives more applications for admission than its capacity, a random lottery will be held as outlined to meet enrollment priorities. Salida del Sol encourages parents to familiarize themselves with the school's Mission, Vision, Core Beliefs, and education curriculum. Information is available on the school's website and from the school's administrative office. Parents are encouraged to attend informational meetings and tour the school.

### Application Process

All prospective students wishing to enroll must complete an enrollment application form, which can be obtained from Salida del Sol's administrative office and/or website ([www.salidadelsolacademy.com](http://www.salidadelsolacademy.com)). Parents have an obligation to provide accurate and complete information on the enrollment application form. The application must be returned to the school's office by January 15th for the prospective student to be eligible for the annual lottery, which will be held January 20. For purposes of the lottery draw, a number will be assigned to the application and provided to the parent.

Salida de/ Sol reserves the right to decline enrollment to students if false, misleading, or incomplete information is provided on enrollment documents.

Only one application form may be submitted for each child. Parents wishing to enroll kindergarten students may not submit an enrollment form for their child one (1) year prior to eligibility. Enrollment forms submitted after the due date will be placed at the bottom of the waiting list in the order of submission.

**Lottery Process**

To ensure the privacy of student information as required by state and federal law, Salida del Sol will conduct enrollment lotteries in public with a disinterested party drawing numbers which have been specifically assigned to each application received, rather than drawing individual student names. The parent or guardian of each student is entitled to know the student's lottery number in advance of the drawing to ensure the transparency and fairness of the process.

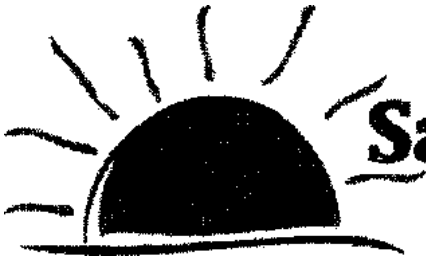
**Current Student Intent to Enroll**

Parents of currently enrolled students will be required to submit an Intent to Enroll form each Spring to secure a place at Salida de/ Sol Academy the following academic year. Intent to Enroll Forms are due by April 15 each year.

**Sibling Enrollment**

When a student is enrolled, his/her younger siblings will be automatically enrolled in their respective grades prior to the lottery for that grade and assuming there are available openings. Multiple birth children will be enrolled together regardless of class size.

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# Salida del Sol Academy

## Dual Language Education

### Priority Enrollment

Priority enrollment will be granted to the following groups of students prior to the lottery

1. Currently enrolled students
2. Siblings of currently enrolled students (Stepchildren and foster children qualify as siblings)
3. Children in the household of or under the legal guardianship of Founding Families
4. Children of Administrators, Teachers, and Staff employed a minimum of 20 hours a week at WCA. Administrator, Teacher, and Staff Children enrollment will be prioritized based on 1.) Hire Date; 2.) Number of Paid Hours Weekly (with fulltime employees receiving highest priority and 20 hour a week employees receiving lowest priority)

(The sum of #2 and #3 will comprise no more than 20% of total student enrollment with children of founding families having priority over children of administrators, teachers, and staff.

Priority enrollment will be granted to the following groups as part of the lottery:

1. Residents of Greeley-Evans School District 6.
2. All other students outside School District 6.

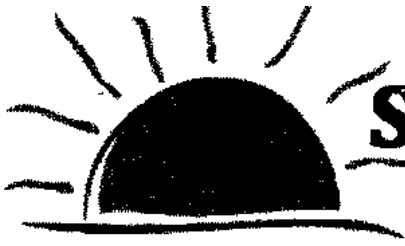
The lottery will be held by grade level to determine enrollment for the fall semester of the following school year. A waiting list will be established when enrollment has met its capacity. The applications will be listed in the order drawn. If new openings occur during the school year, children will be enrolled by order on the waiting list. Lottery and waiting lists will be redrawn annually.

It is the responsibility of the parent(s) on the waiting list to notify the school of any changes of the information listed in the enrollment application form.

Offers of enrollment will be made by telephone or in person. If the listed phone number is not answered, an offer will be emailed and/or mailed to the listed address. In order to be fair to all families and to fill class rosters in a timely manner, families who have been notified of admission shall respond within three (3) school days to accept enrollment. If acceptance is not given within three (3) school days or is declined, the student will be dropped from the current enrollment list and the child will be placed at the bottom of the waiting list.

Parents accepting enrollment of their child must sign the parent/student agreement that shall serve to:

1. Acknowledge they understand and value the school's Vision and Core Beliefs.
2. Affirm their commitment to participate actively in their child's education both at school and at home.
3. Affirm their intent to adhere to the school's policies and procedures.
4. Affirm their intent to attend regularly scheduled parent-teacher meetings and conferences.
5. Acknowledge they have read and discussed the school's expectations as a family and agreed to work together to achieve those expectations.



# Salida del Sol Academy

## Dual Language Education

Unless the school is notified in advance, students who are not in attendance by 12:00 p.m. on the first day of school or admittance will forfeit their enrollment. The next student on the waiting list will be notified.

Given that enrollment in Salida del Sol by "parents' choice," transportation to and from school is the sole responsibility of the parent.

Salida del Sol Academy will not be utilizing a weighted lottery since our school has Title I designation. Withdrawals and Transfers

Parents of students withdrawing or entering SDSA will be asked to fill out a form requesting information about their previous or future school. This form will allow SDSA staff to send or request student record information.

### Definitions

Terms in this document shall have the following meanings:

- **Admitted:** To accept an offer of admission to a school.
- **Application:** As defined in the school's enrollment policy, the primary document/form used to make a request for admission to a school.
- **Applicant:** Someone who formally asks (applies) for admission to a school.
- **Attending:** A student is considered to be attending a charter school if he goes to school.
- **Enrollment:** A student is considered to be enrolled if an offer of admission is made and an acceptance is received in accordance with the school's enrollment policy. After the student is enrolled, the school may determine, through placement testing provided to all students, whether the student needs to be placed in a grade other than the one for which he/she applied. If this is the case, the charter school must provide a space in the appropriate grade.
- **currently attending:** A student who is currently participating in classes at the school.
- **Enrollment Policy:** The document that clearly communicates the charter school's adherence to applicable laws and regulations with the objective of creating a transparent and fair enrollment process.
- **Intent to Attend:** The primary document/form used to make a request for continued admission to the school.
- **Non-residents:** Are any students who reside outside the boundaries of Greeley-EVans School District 6.
- **Residents:** Students who live in the attendance boundaries of Greeley-Evans School District 6. Residency is determined by where the child actually lives, irrespective of guardianship, custody, and domicile. A student who lives for part of the time in the charter school's attendance area is given preference. Salida del Sol Academy will require proof of residency.
- **Salida del Sol Employee:** All professional employees of the school, including teachers and administrators who have full-time status.
- **Siblings:** Children who share a common biological or legal guardian, as opposed to children who live in the same household but do not share a common parent. Charter schools may require proof of sibling status.

SALIDA del SOL will provide support and development, per \$0 billion in budget, 100% of the total education for students from kindergarten through high school.

Our students will demonstrate pride, self-confidence, mutual respect, and leadership in academic achievement. We will see 50% of students graduate from high school.

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## Dual Language Education

### Receive Sibling Preference

- Children who: live in different households but share a common biological or legal parent
- Siblings of students who are due to graduate at the end of the school year in which the lottery is held
- If a student moves out of the local city or town but remains enrolled, that student's siblings have preference in admission even though they are nonresidents at the time of application

### Do Not Receive Sibling Preference

- Siblings and children of alumni/ae
- Siblings of applicants who have been accepted for admission but are not yet attending (including twins)

Adopted May, 2013 Amended Nov, 2014

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## Grant Coordination

Salida del Sol Academy Foundation (Foundation) and Salida del Sol Academy (School) policies and procedures for the preparation, submission, and administration of grant requests originating from the Foundation and/or the School.

It is critical that grants originating for the benefit of the School be coordinated. This policy is designed solely to ensure that grant requests submitted from all entities are properly coordinated and that reporting requirements from granting agencies are met as well as consider the financial impact of the grant on the School. Grants to SDSA are to support all areas of K-12 education which includes, but is not limited to, academics, enrichment, intervention, student support services, teacher training, and operational functions.

The preapproval process will ensure: 1) the project is consistent with School goals, objectives and program efforts; 2) the School has the capacity to accomplish proposed activities; and 3) the grant conditions and stipulations can be met without conflicting with policies of the Board or with State and Federal law. Additionally, in some cases, the School is allowed only one application under a particular grant competition and the review process **will** assist to prevent eligibility conflicts.

The Grant Coordination Committee will consist of one member of the SDSA board appointed by that board, one member of the Foundation board appointed by that board, the Executive Director of the School, and two other persons appointed by the above members with grant experience. A staff member and/or parent would be eligible to serve. Appointments will be for a renewable term of two (2) years. The grant coordination committee will meet at least once per month and more often as needs may dictate. Any grant approved by the Grant Coordination Committee that requires budget and/or staff commitment by the Foundation or the School will require approval by the Board of the respective entity before final acceptance.

All grant proposals must be submitted to the Grant Coordination committee for preapproval prior to submission to the grant funder. This requirement applies to all school-based grants as well as grant partnerships with external organizations - regardless of whether or not SDSA or the Foundation is named as a formal recipient of funds. The Grant Coordination Committee is to be the initial point of contact for all outside entities who wish to collaborate with the SDSA on grant proposals or grantfunded initiatives that support its mission and goals as outlined in the Strategic Plan. This requirement applies to partnerships regardless of whether or not SDSA is named as a formal recipient of funds.

The Grant Coordination Committee will provide assistance and revision as necessary and will assist and oversee the organization of information supporting the technical description portion of each grant request. All final grant requests will be reviewed for completeness and accuracy by the Grant Coordination Committee prior to submission to the Executive Director or Board for signature. Adequate time must be anticipated for this process.

The Grant Coordination Committee will keep a log containing basic information pertaining to each grant request and the current status of the request will be maintained by the Grant Coordination Committee

In the office of the business manager. The originator of the grant request will send the Grant Agreement to the Grant Coordination Committee c/o the business manager for record compliance upon receipt/execution. The Grant Coordination Committee will coordinate with the Business Office regarding grant receipts/disbursements and future accounting and reporting required by the grant provider. Regardless of funding decisions, the Grant Coordination committee must be contacted immediately upon receipt of notification. If approved, the award letter is to be forwarded to the Executive Director to initiate acceptance of award. All grants must be accepted by the SDSA Board and/or the SDSA Foundation Board as may be appropriate based on administration requirements prior to implementation and expenditure of funds. The Grant Coordination Committee will prepare the request for the Board's agenda and notify the Business manager of incoming funds.

The Grant Coordination Committee will oversee and coordinate the review of the appropriate thank you letter (original draft to be written by the original grant requestor) so it can be later signed by the SDSA Board or Foundation board once the money is received. The office or person requesting the grant will complete any reporting or other grant requirements directed by the granting authority. The business manager will keep a record of all grant report requirements and deadlines to ensure that grant reports are submitted in a timely manner. All grant funds are to be deposited and administered by SDSA business manager to ensure funder compliance and fiscal accountability. Grant recipients will set up any accounts through the business manager. All such reports will be forwarded from the receiving agency to the grantor when requested. A copy of these reports must also be sent to the Grant Coordination Committee for record keeping compliance.

Adopted: January 2015

## Policy & Procedure

### Grievances

When parents or other parties approach a director with a grievance about school personnel or other directors, the director shall redirect the aggrieved party to the Academy Grievance Process provided in the Employee and Family Handbooks, as well as at the end of this Handbook. Directors shall never speak negatively about school personnel or other directors to the school community, or parties outside the school community.

Grievances shall be resolved by those between whom it exists. Directors will commit to resolving grievances directly with each other or with the appropriate school personnel and not share the grievance with anyone outside of the grievance except as necessary to follow the approved Grievance Process of the Academy, including, but not limited to, other parents, other school personnel, or the media.

Directors shall exemplify integrity, honesty, and respect. A dedication and commitment to the vision and mission of the Academy shall be top priority for any directors. Any director finding him or herself involved in an irresolvable grievance shall put the vision, mission and interest of the school first.

### Grievance Procedures

SDSA strives to be proactive in promoting positive working relationships between all members of the school's community including staff members, administration, the Board, students, family members and visitors.

The following policies apply to grievances of any type that may include, but are not limited to: Equal Employment Opportunity (EEO) violations; harassment claims; conflict with staff members, students, family members, and/or visitors, etc. The grievance procedures detail how adult members of the school community (all faculty, family members, administrators, Board members) are expected to express grievances about other members of the community.

The administration and Board are committed to addressing and resolving conflict in a timely manner while following the fewest steps of the procedures below. However, if the conflict is not resolved at the lowest faculty or administrative level, guidelines below provide a process for resolving the conflict.

The steps below must be followed in order to ensure that grievances are properly addressed and resolved:

1. Address issue with those directly involved: The grievant brings the situation or concern to the attention of those directly involved. Should the grievant fail to begin the process at the lowest possible level, and instead (for example) go directly to a Board member with a concern about the Academy Director; the Board member will re-direct the grievant to the Academy Director.
2. Facilitate resolution with the assistance of the Academy Director or designee: If satisfactory resolution is not realized after direct conversation between the conflicted parties, the situation must be

brought to the attention of the Academy Director or designee within seven (7) days of the initial conversation between the conflicted parties.

The Academy Director or designee and the conflicted parties will address the situation, facilitate communication, and develop goals for conflict resolution. The Academy Executive Director or designee will monitor the process until resolution is realized or until an impasse is reached.

If the concern is regarding the Academy Executive Director, then the Chair of the Board or a designee will facilitate the complaint at this level.

3. Prepare a written grievance for the Academy Executive Director or designee: If the grievant is not satisfied with the response received via the first two steps, the grievant shall prepare a formal written grievance to the Academy Director or designee within fourteen (14) days of the written notice of the resolution of the grievance.

The grievance must

- A. describe the incident, decision or practice that gave rise to the complaint;
- B. if possible, cite the contract, policy or procedure that has been violated and/or rationale for concern;
- C. describe what conflict resolution strategies were attempted via steps one and two; and
- D. explain what corrective action is being requested.

Upon receipt of the written grievance, the Academy Executive Director or designee will address the situation as appropriate. It is the responsibility of the Academy Executive Director or designee to manage the ultimate resolution of conflicts among faculty, staff, students and family members except in situations that pertain to the Academy Director himself/herself or to the Academy Director's execution of a school-wide policy or procedure.

4. Provide written grievance to the Board of Directors: The grievant may request that the matter be brought to the attention of the Board only if the matter has not been satisfactorily resolved upon completion of the first three steps of the grievance process. Upon request by the grievant, the Academy Executive Director will forward the written grievance to the Chair of the Board at least one week prior to the next scheduled Board meeting. The Chair or designee will review the above process and ensure that the proper steps were taken before adding the issue to a Board meeting agenda. While the Board will hear complaints during the public comment period of a Board meeting, formal grievances shall not be brought to the Board as a matter of public comments, as this does not give the Board sufficient time to consider the issue and address it through the grievance process. The Board will not hear grievances that do not follow the grievance process. The final forum for conflict resolution, after a grievant has followed the steps outlined above, will be at the level of the Board of Directors.

Adopted March, 2013

## Open Communications Philosophy

We want to hear from you. Salida del Sol Academy strongly encourages employee participation in decisions affecting them and their daily professional responsibilities. We truly believe that our greatest strength lies in our employees and our ability to work together. To this end, we encourage you to engage in open communications about all aspects of our organization.

Employees are encouraged to openly discuss with their supervisor any problems or suggestions so appropriate action may be taken. If the supervisor cannot be of assistance, the Executive Director is available for consultation and guidance. Salida del Sol Academy is interested in all of our employees' success and happiness. We, therefore, welcome the opportunity to help employees whenever feasible.

As a member of the educational team, it is important to contact parents on a regular basis. Parent contact should include both positive achievement/behavior information and areas for improvement. Having consistent contact with parents encourages them to be part of their child's education.

Adopted: January 31, 2017

## Public Information

Because Salida del Sol Academy is an important aspect of this community and because the residents of the community are interested in the programs and activities of the school, Salida del Sol shall make every attempt to:

- Keep the public informed about the policies, administrative operations, objectives and educational programs of the schools.
- Provide the means for furnishing full and accurate information.

In meeting these goals, the school shall place great importance upon the role of the executive director as communicator and interpreter of the school program to parents/guardians and the general public.

The executive director or designee shall develop procedures and techniques for ensuring a continuous and free-flowing line of communication between the staff, the school's families and Greeley community.

Adopted: January 31, 2017



## Student and Classroom Performance Evaluation

Student classroom performance will be monitored on a daily basis by the child's classroom teacher. Teachers will report a child's progress in the terms of mastery of skills. Salida del Sol Academy will develop its own report card format and report cards will be issued four times each year. Parent conferences will be scheduled for three of these reporting times.

The Student Oral Language Observation Matrix (SOLOM) will be administered in the classroom environment to ensure students are achieving the social language proficiency necessary for collaborative efforts in gaining academic language.

Teachers will be expected to keep comprehensive records on students' progress through the curriculum and mastery of identified skills and standards. The records will assist with the planning and updating of a student's IAP. We believe that effective record keeping is necessary to ensure that students meet adequate yearly progress (AYP) toward the meeting of all content and language proficiency standards. Extensive and detailed records assist the teacher when reporting a student's academic progress to a parent. A portfolio of student **work** will be available to parents to share student progress in a tangible format.

A teacher's classroom records will include mastery of skills, math assessments, language development (both English and Spanish), writing samples, anecdotal information from observations regarding the students' work habits, social interactions, etc. Records must be kept in a format usable to the teacher. Records must be completed for every child in the class and in all areas of the curriculum in order to track and assist the child's progress towards meeting the standards of performance. Records keeping must be in a format that can be read and understood when the information is passed on to another teacher or another school.

The school will maintain all permanent records. Included in these records will be TCAP scores, report cards, standardized assessments and all state mandated assessments. The school will purchase the services of the record keeping system used by District 6 and the other charter schools in the district.

Adopted: January 31, 2017

# Technology

The Internet and the Salida del Sol Academy local and wide-area networks are available to staff and students. Information accessed using Salida del Sol Academy equipment or networks shall reflect the educational mission and goals of the school. SDSA will support the use of Internet and electronic communications to improve teaching and learning. The Internet environment is constantly changing. The school will make every reasonable effort to ensure that this educational resource is used appropriately and responsibly. Staff and students should work together so that students learn the necessary skills to be successful in the 21st century. Employees shall be responsible for their own use of all aspects of the SDSA technology infrastructure, and for adhering to any administrative rules in utilizing the infrastructure\_

Exercise good judgment.

- Do not reply to or follow Jinks in e-mail solicitations from unknown sources.
- .. Only communicate via e-mail in a professional manner that would be appropriate in a face-to-face conversation.
- Do not e-mail sensitive or personally-identifiable information (e.g. social security numbers, bank account information, credit card numbers, student information covered under FERPA, staff information of a sensitive nature, etc.).

Accounts and Passwords:

- Create and use a secure password.
- Do not divulge or allow another person to use your login and/or password.
- Do not leave a computer unattended while you are logged in, or allow another user to use your computer while you are logged in.

Technology Use and Privileges:

The use of Salida del Sol property and technology services is a privilege and not a right.

- Inappropriate use may result in suspension and/or cancellation of technology privileges, as well as other punitive action, up to and including termination of employment for staff and disciplinary action for students.
- An account may be closed at any time should inappropriate activity occur, or if directed by the school administration.
- Each employee and student shall comply with federal and state law and school policy.
- No Expectation of Privacy:
- Salida del SOI shall be considered "the owner" of the technology infrastructure, including, but not limited to hardware, software, removable media, etc.
- The school reserves the right to monitor any and activity on the school network.
- E-mail and other electronic messages sent or received over the school network may be considered public records, and therefore subject to disclosure under the Colorado Open Records Act.

Prohibited Uses Indude, butare not limited, to:

- Publishing, accessing, downloading, storing, reviewing, and/or distributing any content (text, graphic, photo, audio) that contains material that is defamatory, abusive, obscene, profane,

# Use of Technology for Staff

## **Introduction:**

The Internet and the Salida del Sol Academy local area and wide area networks are available to staff. Information accessed using Salida del Sol Academy equipment or networks should reflect the educational mission and goals of the school. The school supports the use of Internet and electronic communications to improve teaching and learning. The Internet environment is constantly changing. The school will make every reasonable effort to ensure that this educational resource is used appropriately and responsibly. Staff and students should work together so that students learn the necessary skills to be successful in the 21st century.

## **Staff Responsibilities:**

Employees are responsible for their own use of school computers and computer networks.

- Exercise good judgment.
- Do not reply to or follow links in e-mail solicitations from unknown sources.
- Only communicate via e-mail in a manner that would be appropriate in a face-to-face conversation. Do not e-mail sensitive information (social security numbers, bank account information, credit card numbers, student information covered under FERPA, staff information of a sensitive nature, etc.).

## **Accounts and Passwords:**

- Create and use a secure password.
- Do not divulge or allow another person to use your password.
- Do not leave a computer unattended while you are logged in, or allow another user to use your computer while you are logged in.

## **Employee Use and Privileges:**

The use of Salida del Sol property and technology services is a privilege and not a right.

- Inappropriate use may result in cancellation of technology privileges or other action, up to and including termination of employment.
- An account may be closed at any time should inappropriate activity occur, or if directed by the school administration.
- Each employee shall comply with federal and state law and school policy.
- No Expectation of Privacy:
- The school reserves the right to monitor activity on the school network.
- E-mail and other electronic messages sent or received over the school network may be considered public records and may be subject to disclosure under the Colorado Open Records Act.

## **Prohibited Uses Include:**

- Publishing, accessing, downloading, storing, reviewing and/or distributing any content (text, graphic, photo, audio) that contains material that is defamatory, abusive, obscene, profane, threatening, or sexually explicit;
- Using school technology in any fashion that violates federal law (e.g. copyright violations), state law, or school policy;
- Using school technology to send unsolicited bulk e-mail;

- Using school technology to link to personal business advertisements and/or personal fundraising sites;
- Using school technology to conduct political campaign activities in violation of the Fair Campaign Practices Act (C.R.S. 1-45-101, et seq.);
- Using software without appropriate registration and payment of fees to the software owner; and
- Possessing or using malicious software, hacking software, proxy software, or devices used for those purposes on school property.

#### Collaborative Technologies:

The school supports the use of collaborative technologies such as blogs, wikis and podcasts for educational or official purposes. Employees are responsible for content shared with and by students.

Collaborative technologies are considered an extension of the classroom and should be used to:

1. Communicate with students, parents and community members;
2. Convey information about educational programs;
3. Encourage collaborative educational opportunities for students; and
4. Maintain appropriate professional avenues of communication with students.

Any communications posted to these types of collaborative technologies are school communications, and may be subject to disclosure under the Colorado Open Records Act.

#### Faculty & Staff Memo of Understanding

Staff members who use school network services understand that their failure to abide by the standards outlined in this policy could make them subject to disciplinary action up to and including dismissal.

I, \_\_\_\_\_ agree to abide by these terms and conditions and give my consent for Salida del Sol Academy to monitor and view my network traffic.

Approved /Adopted: May 14, 2013

## Crisis Management Communication

Salida del Sol acknowledges the necessity of preparing a school response framework to adequately prepare school personnel, parents and the community to respond appropriately to a crisis that involves the school community. Crisis situations that could impact the school community may or may not occur on school property and include, but are not limited to, suicide, death, acts of violence, trauma, natural disaster and accident.

As an important component of school safety planning, the school shall take the necessary steps to remain in compliance with the National Incident Management System (NIMS), as that system applies to school districts. The district achieved NIMS compliance on July 1, 2012.

The Board directs the executive director or a designee to develop, implement and maintain a School Safety, Readiness and Incident Management Plan (safety plan) including, to the extent possible, emergency communications, that coordinates with any statewide or local emergency operation plans already in place. The safety plan shall incorporate the requirements of state law. In developing the safety plan, the school may collaborate with the district's community partners such as local fire departments, state and local law enforcement agencies, local 911 agencies, interoperable communications providers, the Safe2Tell Program, local emergency medical service personnel, local mental health organizations, local public health agencies, local emergency management personnel and local or regional homeland security personnel.

The safety plan shall provide guidance about how to prevent, prepare for and respond to various crisis situations; a process for coordinating and communicating with law enforcement and other outside service agencies; and protocols for communicating with the media, parents/guardians and the public.

The executive director shall appoint a plan coordinator who shall work with the executive director to develop the safety plan, recruit and supervise building-level teams, coordinate inservice programs for teams and all staff members, serve as a liaison between the district and state and local emergency response agencies. The coordinator shall be responsible for providing copies of the district's current safety plan developed pursuant to this policy to state and local emergency agencies on a regular basis.

Adopted: January 31, 2017

## Distribution of Noncurricular Materials

Requests from the general public to distribute printed noncurricular materials at Salida def Sol Academy shall be allowed subject to the following policy and accompanying regulations unless the material is "unacceptable" as described below.

The following shall be considered "unacceptable" material:

1. So called "hate" literature that scurrilously attacks ethnic, religious or any racial groups.
2. Material that promotes hostility, disorder or violence.
3. Material designed for commercial purposes-advertising a product or service for sale or rent- unless the material itself has educational value that makes the commercial message a secondary consideration.
4. Material that is libelous, invades the rights of others or inhibits the functioning of the school, or advocates interference with the rights of any individual or with the normal operation of the school.
5. Material which in any way promotes, favors or opposes the candidacy of any candidate for election, or the adoption of any bond issues proposal, or any public question submitted at any general, municipal or school election. The prohibition shall not apply on any election day or special election when the school is being used as a polling place.
6. Material that is obscene or pornographic as defined by prevailing community standards throughout the district.

This policy governs noncurricular material and is not intended and shall not be interpreted to interfere with the prerogative of teachers to supplement and enrich text and reference book materials used in their courses with materials which are timely and up to date. However, no teacher shall distribute noncurricular materials in his or her class without complying with this policy and school procedures.

The executive director shall present to any person or persons wishing to distribute printed noncurricular materials a copy of this policy.

## Private Vehicle Usage

Salida def Sol Academy's insurance policies do not cover accidents involving private vehicles. Students transported for school-connected or school-sponsored purposes shall use school or District #6 owned vehicles whenever possible. Private vehicles may be used for student transportation when, in the opinion of the principal and executive director, the use of private vehicles for student transportation constitutes the most practical or only possible method of transportation.

For purposes of this policy and its enacting regulations, the term "private vehicle" means any vehicle not owned by SDSA or the School District. Owners and drivers of private vehicles used for student transportation must obtain the principal's and executive director's written approval prior to such transport. Approval forms shall be obtained from the executive director. Vehicles, drivers, and insurance coverage shall meet or exceed all requirements of the law. SDSA does not anticipate transporting students on a regular basis at this time but if it does it will develop policies regarding the transportation of students in a safe manner.

### **Specifically:**

1. Vehicles shall be defined as private vehicles designed to carry nine passengers or less, and used to transport one or more student(s) for school purposes as authorized by the principal and executive director.
2. Drivers shall be defined as persons who transport children for school purposes through intermittent arrangements, and who may or may not receive mileage reimbursement. Drivers shall sign appropriate forms and agreements as required by the SDSA administration. Drivers must be at least 21 years of age; of good moral character, and not addicted to the use of alcohol, narcotics, or other habit forming drugs; and must possess a valid Colorado driver's license.
3. Insurance requirements of the State of Colorado shall be observed by drivers and owners of private vehicles used for student transportation. In addition, the SDSA Board requires liability insurance coverage in the amount of \$100,000/\$300,000. Evidence of such coverage must be received by the principal and executive director prior to vehicle use.
4. In cases of emergency, students may be transported in private vehicles without complying with the above provisions, but only if there is real and imminent danger to persons or property.
5. Consent forms must be signed by the parent/guardian of any transported student prior to such transport.

**SALIDA DEL SOL ACADEMY**

**Student Transportation in Private Vehicles Form**

**ATTACH COPY OF • DRIVER'S LICENSE • INSURANCE CARD • DECIARATION PAGE**

Sponsor/Sport/Activity
Date of Trip
Name of Driver

Salida del Sol Academy does NOT insure school related trips in private vehicles. SDSA does not carry insurance on private vehicles driven by parents or volunteers. It is Board Policy and therefore required that the owner carry a minimum of the following: \$100,000/\$300,000 liability, \$50,000 property damage and Uninsured Motorist \$25,000/\$50,000

Model/Year of Car: \_\_\_\_\_

Insured by: Liability Coverage (\$): \_\_\_\_\_

Property Damage Coverage(\$): \_\_\_\_\_

Seat Belts: \_\_\_\_ Yes for# \_\_\_\_\_Passengers \_\_\_\_\_No (unable to drive}

Maximum number of passengers: \_\_\_\_\_AIPIASSENGERS MUST WEAR

SEATBELTS Valid Driver's license Number: \_\_\_\_\_

Current proof of insurance coverage must be submitted with this form. Driver unable to drive without proof of coverage. As a driver for field trips during the school year 2014 - 2015, I understand that the district carries no insurance for private vehicles or students or drivers. I am personally responsible. I also certify that I am at least 21 years of age. I have completed and signed the attached volunteer form and completed the background check for volunteers.

Driver Signature: \_\_\_\_\_

Sponsor Signature: \_\_\_\_\_

Principal Approval/Signature: \_\_\_\_\_Date: \_\_\_\_\_

\*New law as of 8/1/03: Four and five year-olds must have booster seats or seat belt "adaptors" to ride in a private vehicle if they are less than 55" tall.



# Infectious Disease in School Settings

## **Informing Parents of Illness in the Facility:**

When a school has a child or staff member ill with an infectious disease, the question often comes up as to whether the facility needs to send a letter home to parents/ guardians of other children, or post a notice at the facility informing parents/guardians of the illness. This is often dependent on the disease, the potential risk of spread to others, if other children/staff are displaying symptoms, and policies in place at the facility. Public health can assist a facility in determining if a letter or notice is necessary.

## **Excluding Children:**

Excluding (defined as keeping a child from attending the child care or school setting) a child who has an infectious disease from attending child care or school may decrease the spread of illness to others. The decision to exclude is typically based on the disease, and should be made in conjunction with the school nurse or the child care health consultant, the state or local public health agency, health care professionals, and/or parents/guardians. Exclusion recommendations are included for each disease or condition addressed in these guidelines.

In situations where a child does not have a diagnosed disease/condition but has signs or symptoms indicative of a potentially infectious disease, exclusion may also be warranted. Generally, if any of the following conditions apply, exclusion from child care or school should be considered:

- If the child does not feel well enough to participate comfortably in usual activities.
- If the child requires more care than the child care or school personnel are able to provide.
- If the child is ill with a potentially contagious illness and exclusion is recommended by a health care provider, the state or local public health agency, or these guidelines.
- If the child has signs or symptoms of a possible severe illness, such as trouble breathing.
- In cases where unvaccinated children are exposed to a vaccine preventable disease (such as measles, mumps, rubella, and pertussis), the state or local public health agency should be consulted in order to determine if exclusion of unvaccinated children is necessary.

## **Excluding staff:**

Occasionally school personnel become ill with an infectious disease. When this occurs, the child care facility or school should consult with the state or local public health agency to determine if the ill staff member can work. If ill with diarrhea or vomiting, child care and school personnel should not work until at least 48 hours after the last episode of vomiting or diarrhea. This is especially important for staff that work in food service or handle food in any manner, and for staff that work with infants and toddlers (including staff that prepare and serve bottles to infants/toddlers).

## **What to do when a child has symptoms while at the school:**

- Inform the school nurse, child care health consultant, or designated staff of the symptoms.
- Separate the ill child from the other children.

- Inform the ill child's parents/guardians of the symptoms. If it is determined that the child needs to be excluded, keep the ill child separated from other children until the parent/guardian can pick up the child.
- Take the child's temperature.
- If a child is coughing or sneezing, remind her/him to cover her/his mouth and to wash her/his hands afterwards.
- After you touch an ill child, avoid touching other children until you have washed your hands.

#### Handwashing:

Handwashing is one of the best tools for controlling the spread of infections. All children and staff should perform effective handwashing, which will reduce the amount of illness in child care and school settings.

#### Handwashing technique:

- Use SOAP and warm RUNNING WATER.
- Rub hands vigorously as you wash them.
- Wash ALL surfaces including the backs of hands, wrists, between fingers and under fingernails.
- Wash for about 20 seconds if possible.
- Rinse hands well.
- Dry hands with a paper towel or air dryer.
- If using paper towels, turn off the water using a paper towel instead of bare hands.

State health regulations for schools require that soap and paper towels or air dryers be available for all bathroom facilities. Schools often have a problem keeping the restrooms stocked with soap and paper towels due to children playing with the items and clogging toilets or making messes. It is suggested that schools try to find solutions to these problems rather than removing soap and paper towels from the restrooms.

#### When to wash hands:

- After using the toilet.
- After changing diapers (wash both the staff persons and child's hands).
- After coughing, sneezing, and wiping your nose or someone else's nose.
- Before eating or drinking.
- Before serving food to children.
- After cleaning.
- After petting/handling animals.
- After handling or cleaning an animal's cage or enclosure.
- Whenever hands are dirty.

- Food handlers should wash hands before preparing and handling food and when hands are soiled.
- Children who are unable to wash their own hands should have assistance from staff.

Sanitizing hand gels have increased in popularity. It is recommended that these products be used in addition to regular handwashing and not in place of handwashing unless facilities are not readily available. Sanitizing hand gels are not effective when hands are visibly dirty. Children should be supervised when using these products and should only be used on children of the appropriate age.

Covering coughs:

Influenza and other respiratory illnesses can be spread by coughing, sneezing, or unclean hands. To help prevent the spread of these illnesses, children and staff should try to use proper cough etiquette, including:

- Cover your mouth and nose with a tissue when you cough or sneeze;
- Put used tissues into the trash;
- If a tissue is not available, cough or sneeze into your upper sleeve or elbow, instead of the hands;
- Wash your hands often using proper technique.

Educational materials on cough etiquette for school and child care settings can be found on the CDC website:  
<http://www.cdc.gov/flu/protect/covercough.htm>

<b>SYMPTOM</b>	<b>EXCLUSION</b>
Cough	Exclusion is recommended if the child is experiencing severe, uncontrolled coughing or wheezing, having difficulty breathing, becomes red or blue in the face, makes high-pitched whooping sounds after coughing, or vomits after coughing.
Diarrhea (defined as stools that are more frequent and looser than usual)	Exclusion is recommended if any of the following conditions apply: the child has other symptoms along with the diarrhea (such as vomiting, fever, abdominal pain, jaundice, etc.), the diarrhea cannot be contained in a toilet, there is blood or mucous in the stool, or the child is in diapers.
Earache	No exclusion is necessary.
Fever (defined as a temperature over 101aF orally)	No exclusion is necessary, unless the child has symptoms in addition <i>to</i> the fever, such as a rash, sore throat, vomiting, diarrhea, behavior changes, stiff neck, difficulty breathing, etc.

Headache	No exclusion is necessary, unless the headache is severe and accompanied by additional symptoms like vision problems, stiff neck, or behavior change.
Jaundice or unusual color of the skin, eyes, stool, or urine	Exclusion is recommended until a medical exam indicates the child does not have hepatitis A.
Mouth sores	Exclusion is recommended if the child is drooling uncontrollably.
Rash	Exclusion is recommended if the child has symptoms in addition to the rash such as behavior change, fever, joint pain, or bruising not associated with injury, or if the rash is oozing or causes open wounds. See page 61 for additional information on rashes.

Stomachache/ Abdominal pain	Exclusion is recommended if the pain is severe, if the pain appears after an injury, or if the child had symptoms in addition to the stomach ache {such as vomiting, fever, diarrhea, jaundice, etc.}
Swollen glands	Exclusion is recommended if the child has symptoms in addition to the swollen glands such as difficulty breathing or swallowing, fever, etc.
Vomiting	Exclusion is recommended if the child has vomited more than two times in 24 hours, if the vomit appears bloody, if the child has a recent head injury, or if the child has symptoms in addition to the vomiting (such as fever, diarrhea, etc.).

Summary:

<b>INFECTIOUS DISEASE IN SCHOOL SETTINGS</b>	<b>INCUBATION PERIOD</b>	<b>TRANSMISSION</b>	<b>CONTAGIOUS PERIOD</b>	<b>REPORT TO PUBLIC HEALTH</b>	<b>EXCLUSION</b>
Animal Bites/Rabies  Rabies virus	Rabies: 8 days-6 years  (usually 3-8 weeks)	Saliva of an infected animal	As long as symptoms are present	YES (24 hours for animal bites)	None for animal bites

<p>campylobacter</p> <p><i>Campylobacter</i> bacteria</p>	<p>1-10 days (usually 2-5 days)</p>	<p>Fecal-oral spread, contaminated food/water animals</p>	<p>While diarrhea is present; can spread for a few days after symptoms</p>	<p>YES (7 days)</p>	<p>Yes-until 24 hours after diarrhea resolves</p>
<p>Chickenpox (Varicella)</p> <p>Varicella-zoster virus</p>	<p>10-21 days (usually 14-16 days)</p>	<p>Droplet/infectious discharges, skin contact</p>	<p>1-2 days before the rash appears until all the blisters have crusted</p>	<p>YES (7 days)</p>	<p>Yes-until all blisters have crusted over</p>

<p>Chlamydia</p> <p><i>Chlamydia trachomatis</i> bacteria</p>	<p>1-3 weeks</p>	<p>Sexual transmission</p>	<p>Until treated</p>	<p>YES (7 days)</p>	<p>None</p>
<p>CMV</p> <p>Cytomegalovirus</p>	<p>3-12 weeks</p>	<p>Body secretions (primarily saliva and urine)</p>	<p>As long as the virus is present in body secretions (months or years)</p>	<p>None</p>	<p>None</p>
<p>Common Cold</p> <p>A variety of viruses</p>	<p>1-3 days (usually 48 hours)</p>	<p>Droplet/infectious discharges</p>	<p>1 <b>day</b> before symptom onset until 5 days after</p>	<p>None</p>	<p>None-unless symptoms are severe</p>
<p>Croup</p>	<p>2-7 days</p>	<p>Droplet/infectious discharges</p>	<p>1 <b>week</b> before symptom onset to 1-3 weeks after symptoms</p>	<p>None</p>	<p>None-unless symptoms severe</p>
<p>Cryptosporidium</p> <p><i>Cryptosporidium parvum</i> parasite</p>	<p>1-12 days (usually 7 days)</p>	<p>Fecal-oral spread, contaminated food/water animals</p>	<p>While diarrhea is present; can spread for several weeks after symptoms <b>are</b> gone</p>	<p>Yes (7 days)</p>	<p>Yes-until 24 hours after diarrhea resolves</p>

<b>E. coli 0157:Hi and other Shiga Toxin Producing E. coli (STEC)</b> <i>Escherichia coli</i> , bacteria	1-10days (usually 3-4 days)	Fecal-oral spread, contaminated food/water, animal	While diarrhea is present; can spread for 1-3 weeks after symptoms are gone	Yes (7 days)	Yes-until diarrhea resolves (diapered children need 2 negative stool tests)
Fifth Disease Human parvovirus B19	4-21days	Droplet/infectious discharges	1 week before rash appears	None	None
Genital Herpes Herpes simple: virus	2-12 days	Sexual transmission	Potentially lifelong	None	None

Genital Warts Human papillomavirus	Variable	Sexual transmission	Potentially li-felon	None	None
Giardia <i>Giardia lamblia</i> parasite	1-3 weeks {usually 7-10 days)	Fecal-oral spread, contaminated food/water	While diarrhea is present; can spread for months after symptom are gone	Yes (7 days)	Yes--until 24 hours after diarrhea resolves
Gonorrhea <i>Neisseria gonorrhea</i> bacteria	1-14days	Sexual transmission	Until treated	Y<>S (7 days)	None
INFECTIOUS DISEASE IN SCHOOL SETTINGS	INCUBATION PERIOD	TRANSMISSION	CONTAGIOUS PERIOD	REPORT TO PUBLIC HEALTH	EXCLUSION

Shigella	1-7 days	Fecal-oral spread While diarrhea is present;	Yes		Yes-until
Shigella bacteria	(usually 1-3days)	contaminated food/water	ca (7 days)		diarrhea resolves (diapered children require 2 negative stool tests)
Shingles (Herpes Zoster)	10-21 days (usually 14-16 days)	Skin contact	None	Until all the blisters have crusted over	No- as long as the blisters are covered
Varicella --<OSte, virus	Variable	Skin contact or contaminated items	None	As long as the bacteria are present	are covered
Staph Infection					
StrepThroat	2-Days	Droplet/infectious discharges	None	Until treated with antibiotics for 24 hours, or 10-21 days for untreated cases	See CDPHE guidelines (link located in chapter)
Streptococcus pyogenes bacteria	10 days-3 months (usually 3weeks)	Sexual transmission	Yes (24 hours)	Until treated	Yes-until 24 hours after treatment
Syphilis					
Treponema pallidum Bacteria	2 days-several months (usually 8-14 days)	Through breaks in the skin	Yes (7 days)	Not contagious	None
Tetanus					
Clostridium tetani bacteria					None
Tuberculosis	2-12 weeks	Airborne	Yes (24hours)	As long as symptoms are present or until on treatment	Yes- (active cases) until on treatment and cleared by a
Mycobacterium tuberculosis mycobacterium					

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<b>Whooping Cough</b> (Pertussis) <b>Bordetella</b> pertussis bacteria	5-21days (usually 7-10 days)	Droplet/infectious discharges	Until after the third week of coughing, or until after 5 days of treatment	Yes (24hours)	Yes-until 5 days after treatment or until 3 weeks after cough onset.
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Adopted: January 31, 2017

## Inclement Weather Policy

Occasionally, winter weather in northern Colorado can cause severe enough conditions that we have to consider closing our school or delaying the start of Salida del Sol Academy (SDSA). This decision could be made because of significant snowfall, dangerous road conditions, or extreme cold.

The Executive Director of SDSA shall decide whether or not school will be held on extreme inclement weather days. If school is to be closed due to inclement weather, the Executive Director will make that decision the night before if at all possible. If not, that decision is to be made in the morning by 6:00am.

The Executive Director will make a decision based on his/her findings and follow the decision made by the authorizing school district. If schools are to be closed or put on a two-hour delayed start because of poor weather and road conditions, then that decision will be announced via **School Messenger** to notify that students, their parents, and employees can make plans accordingly in case of closure or delay.

If schools are closed for the day because of weather, students will remain home. Generally, this also means that all other school activities, such as after-school clubs, sports, practices, etc. are also canceled for that day. The lost instructional time may need to be made up later in the year in order to meet the State of Colorado's requirements instructional time for students.

Deciding whether to close or delay the start of schools is always done with the safety of students, parents and staff in mind. School leaders from SDSA will do everything they can to make a decision as early as possible to allow parents to make alternative plans.

### **Statement to parents**

This is Salida del Sol Academy; due to inclement weather, Salida del Sol Academy will close for the day. Classes will resume tomorrow unless otherwise notified. Salida del Sol Academy will adhere and follow Greeley/Evans School District Six inclement weather notices for all closures and delays. Please check local news stations for updates on weather changes and additional closure updates or delays.

Adopted March, 2015

## School Closings and Cancellations

The executive director is empowered to close the school, delay the start of schools or to dismiss them early in event of hazardous weather or other emergencies which threaten the safety, health or welfare of students or staff members. It is understood that the executive director will take such action only after consultation with appropriate authorities. The Board shall ratify the closing at its next regular meeting.

Parents, students and staff members shall be informed early in each school year as to how they shall be notified in event of emergency closings or early dismissals.

In the event of a closure of the school, 12-month employees are expected to report to their school or site unless otherwise notified. If the school time lost due to the closure needs to be made up, as determined by the executive director, the makeup day(s) will be designated on the annual school calendar. In such an event, all employees will be expected to work on the rescheduled day. Any employees required to work on a day when the district is closed will be paid for the extra day(s) in accordance with their regular compensation.

**Adopted: March 2015**

# Crossing Guard

The primary responsibility of an adult school crossing guard at Salida del Sol Academy Charter School is to help children safely cross the street as they walk or bicycle to and from school. A well-trained adult school crossing guard can help to accomplish the following goals:

- Discourage children from behaving unsafely near traffic, such as darting into the street without looking or crossing against a traffic signal. A guard can encourage safe behavior by all pedestrians at the school crossing.
- Use existing gaps in traffic to help students cross safely. When the natural traffic flow does not allow enough time for children to safely cross a street, a guard may need to create gaps by stopping traffic temporarily. The guard stops traffic with hand signals or a STOP paddle, then verbally directs children to cross the street. A guard is always the first person in the street and the last person out of the street.
- Alert motorists that pedestrians are in the process of using the school crossing.
- Observe and report any incidents or conditions that present a potential safety hazard to the school children or the guard.

An adult school crossing guard should not direct traffic unless specifically trained as a traffic control officer.

## Hiring and Training Of Crossing Guards:

The hiring, training, supervising and funding of adult school crossing guards is typically the responsibility of local law enforcement agencies, traffic engineering departments, individual schools or school districts.

An adult school crossing guard can be a paid employee or a volunteer member of the community. Paid employees may be preferred because an employer has the ability to train, evaluate and discipline an employee. Every prospective guard should undergo a basic physical examination and criminal background check. A guard should have good vision, hearing and mobility, be able to stand for long periods of time outdoors and to communicate well with others.

## Definition of Crossing Guard:

"School crossing guard" means any person eighteen years of age and older acting with or without compensation who supervises, directs, monitors, or otherwise assists school children at a street or intersection.

"School crossing guard sponsor" means any governmental agency or subdivision, including but not limited to any county, city, city and county, town, or school district, and any individual, volunteer group, club, or nonprofit corporation that sponsors, organizes, or provides for school crossing guards.

Any school crossing guard and any school crossing guard sponsor shall be immune from civil liability for any act or omission that results in damage or injury if the school crossing guard was acting within the scope of such person's official functions and duties as a school crossing guard unless the damage or injury was caused by a willful and wanton act or omission of the school crossing guard.

Nothing in this section shall be construed to abrogate or limit the sovereign immunity granted to public entities pursuant to the "Colorado Governmental Immunity Act", article 10 of title 24,

Adopted: January 2014

## Policy concerning files and reporting to district concerning applicants

The school shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, Board policies and regulations. All records established and maintained in accordance with the provisions of this Contract, Board policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (FERPA). Records include, but are not limited to, the following:

- i. School records including but not limited to student cumulative files, policies, special education and related services;
- ii. Financial records;
- iii. Educational program, including test administration procedures and students protocol;
- iv. Personnel records, including evidence criminal background checks have been conducted;
- v. School's operations, including health, safety and occupancy requirements; and
- iv. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent of Schools, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

Notwithstanding anything herein to the contrary, this contract shall not operate as a waiver of confidentiality with respect to those School records to which such confidentiality attaches as a matter of law.

Further, the School shall keep a record of:

vii. All parents and students who inquire about attending the School and shall keep a record and all documents related to these inquiries and provide these documents to the District within 14 days of the District's request to inspect and review these documents or all these records shall be provided to the District by the end of September each school year for the period up to the previous August 31. A parent shall be deemed to have inquired by submitting his or her name to the School in connection with a meeting or conference with a School official related to admission or enrollment.

vm. All application materials for parents and students who apply to attend the School, whether admitted or not, and provide these materials to the District within 14 days of the District's request to inspect and review these documents or all these records will be provided to the District by the end of September of each school year for the period up the previous August 31.

ix. All students placed on a waiting list as of the preceding August 31 and provide that list to the District by the end of September of each school year and notify the District every

time the waiting list is used to either fill a vacancy or through a parent declining an opportunity to enroll.

- x. All notes or records made by the School regarding potential student applicants including: the notes or documents from any counseling sessions where the student's enrollment at the School is discussed, the results of any test, evaluation, procedure or process used to evaluate students who have applied for admission whether or not they were actually admitted and be able to provide all these materials to the District within 14 days of the District's request to inspect and review these documents or if the District does not specifically request these records then all these records will be provided to the District by the end of September of each school year for the period through the previous August 31.

Further at the end of September of each school year, the School shall provide a copy of any material changes to the form of application materials that will be used for the following school year.

**Complaints.** The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within fourteen (14) days of its receipt by the District and shall include information about the substance of complaint taking into consideration any complainant's request for anonymity.

**School health or safety Issues.** The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.

**Access to data and information.** The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Elementary and Secondary Education Act (ESEA) school improvement status, Adequate Yearly Progress, accreditation, special education, and funding information except as stated below.

**Accreditation data and process:**

- a. District accreditation. The school shall be accredited or accredited with distinction in accordance with written District guidelines and state law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.
- b. District finance, governance, and operations standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance, and operations standards. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.
- c. Opportunity for comment. The School will be given an opportunity for input and comment on the official annual report on the School and its student achievement on the objectives listed above.
- d. No later than five days following the receipt of the information, the District shall provide to the School the data used by the Department to conduct its analysis of the School's

performance and the Department's Initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District.

e. The District shall represent any appeal it deems valid to the Department in accordance with CCR 301-1-10.03. No later than five (5) days following the receipt of the information from the Department after any appeal, the District shall provide to the School the final plan assignment determination that the School shall implement and the final accreditation status assigned to the School by the Department.

f. As soon as is practical the District shall submit the District's assessment of the progress made by the School toward the goals and objective set forth in section 7.3 of this Contract and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.

Access to student records. The District and the School shall timely make available to each other cumulative files and/or student information in their possession, including but not limited to information regarding special education and related services for students of the School. Both parties shall use such information exclusively for fulfillment of their educational responsibilities or for compliance with the law and shall not use student information acquired from the each other for any other purpose.

Indemnification. To the extent pennitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and the School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligie,nt or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.

School rights and responsibilities.

Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance and finance. This includes maintaining U[>-to-date information about enrolled students in the District's student information system. In addition, the School shall ensure that records for students enrolling in other Schools are transferred in a timely manner. The School shall not withhold any student information for failure to pay student fees. Financial records shall be posted in accordance with the Financial Transparency Act and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address it compliance requirements.

Notification provided to the District.

- a. Timely notice. The School shall timely, i.e., within 3 days, notify the District {and other appropriate authorities) in the following situations:
1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
  2. Any complaints filed against the School by any governmental agency.
- b. Immediate notice. The School shall immediately notify the District of any the following:
1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
  2. Any circumstances requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
  3. The arrest of any members of the Charter Board or Charter School employees *for* a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
  4. Misappropriation of funds;
  5. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
  6. Any change in its corporate status with the Colorado Secretary of State's Office or status as a S01 © (3) entity, if **applicable**.

Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5. A list of some but not all of the federal and state laws with which the School must comply are listed in Attachment 3.

Reports. The School shall timely provide to the District any reports necessary and reasonably required for the District to .meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. The District will update the list of required reports and due dates and provide this information to the School on or before August 1 of the upcoming school year if there are changes. Failure to provide reports within fourteen (14) days after the date due is a material violation of the Contract, and the District may take actions outlined in Section 3.5.

- a. Unique School Objectives. After the first school year of operations, the School shall annually provide the District with a report no later than September 30 identifying the progress that the School has made on each of its unique objectives included in Section 7.3 during the prior school year.
- b. Accreditation/SchoolImprovement. If the school participates in the cssr (Charter School Support Initiative), or similar program, the school will provide a copy of the report to the District within 30 days of its receipt. The School will conduct an annual review of the administrative operations of the School and will report to the District, in writing, and to parents its findings no later than the first day of July following each school year that the School is in operation. This



report will include, but not be limited to, a School improvement Plan, parent surveys evaluating the School in its delivery of education services, and student testing results or assessments required by state law or by District policy. This shall include assessments of the students' performance with regard to the learning of the dual language as set forth in the Educational Program and Standards Section of the Application {Attachment 9). The report will comply with any statutory requirements of the District for review of the School operations.

c. Required financial reports in addition to posting financial data on-line in accordance with C.R.S. 22--44 301 et seq., (including budget).

## **FISCAL RESPONSIBILITY**

- I. Fiscal Management Policy (Charter Application, p. 139-148, July 2013; Amended: July 2016)
  - A. Overview**
  - B. Budget Process
  - C. Audits
  - D. Financial Reporting**
  - E. Financial Oversight
  - F. Security
  - G. Purchasing and Purchasing Authority
  - H. Petty Cash
  - I. Contractual Services**
  - J. Inventories**
2. Salary Matrix (Approved with Annual Budget, April 2016)
3. Student Fundraising Activities (Adopted: January 31, 2017)

## **APPENDIXB: Fiscal Management**

The annual budget is the financial plan for the operation of the school system. It provides the framework for both expenditures and revenues for the year and future years and translates into financial terms the educational programs and objectives of the SDSA.

The SDSA Board takes its responsibility seriously to manage community) state and federal funds that may become allocated to it in a wise and prudent manner. To that end, the fiscal management policy is adopted to require ongoing supervision by the Board through its Treasurer and School Director.

The budget shall be prepared and adopted in accordance with state law. SDSA financial records shall be kept in accordance with state law and with generally accepted principles of governmental accounting. The Executive Director or designee shall continually be aware of the financial and political landscape both internally and externally and shall develop contingency plans against possible events.

All funds received and/or disbursed by any agency of the school system including any and all SDSA transactions shall be accounted for carefully and accurately; shall conform with generally accepted principles of governmental accounting providing for the appropriate separation of accounts, funds and special moneys, and shall be done in a manner that is easily reviewed and lends itself to auditing.

All checks drawn on SDSA checking accounts shall require the written signature of the Treasurer of the SDSA Board and, if required by the Board, the written countersignature of any other person designated by the Board.

The Treasurer of the Board or the Executive Director shall be responsible for receiving and properly accounting for all funds of the SDSA.

When accounting for any enterprise funds the SDSA shall use the full accrual basis of accounting.

### **BUDGET PROCESS**

The budget shall be presented in a summary format that is understandable by any layperson. The budget format shall itemize expenditures of the SDSA by fund and by student. It shall describe the expenditure and show the amount budgeted for the current fiscal year and the amount budgeted for the ensuing fiscal year. When budgeting for any enterprise funds, the SDSA shall use the full accrual basis of accounting. The budget shall summarize revenues by revenue source and expenditures by function, fund and object.

The budget shall include a uniform summary sheet for each fund administered by the SDSA that details the beginning fund balance and anticipated ending fund balance for the budget year; the anticipated fund revenues for the budget year; the anticipated transfers and allocations that will occur to and from the fund during the budget year; the anticipated expenditures that will be made from the fund during the budget year; and the amount of reserves in the fund.

The budget also shall disclose planned compliance with spending limitations outlined in Article X, Section 20, of the Colorado constitution, including holding TABOR reserve funds in an unrestricted general fund or in cash funds.

The Board assigns to the Executive Director overall responsibility for annual budget preparation, budget presentation and budget administration that shall comply with federal and state law. The Executive Director shall have authority to delegate portions of his or her budget responsibility to a designee. As part of the Executive Director's budget responsibility, the Executive Director shall cause to be prepared a budget preparation calendar that shall ensure that all deadlines established by law for budget presentation, hearings and adoption. The Board shall determine its budget priorities based on a strategic plan.

Following the consideration of the budget proposal by the Executive Director, the Board shall approve a proposed budget on or before May 1 of each fiscal year and after notice in accordance with the Open Meetings requirements. Notice of the budget proposal shall be provided to the public, including parents, on or before March 1 of each fiscal year. The proposed budget will be available for inspection by the public at the central administrative office during business hours.

At the budget hearing specified in the notice, the Board will present and explain the proposed budget, inviting questions and discussion from the audience. If the budget is to be adopted at a future meeting, the date, time and place of such meeting shall be entered in the minutes of the hearing.

The Board shall officially adopt the budget and an accompanying appropriations resolution prior to the end of the fiscal year. The adopted budget shall be posted online in accordance with the Public School Financial Transparency Act.

After adoption of the budget, the Board may review and change the budget with respect to both revenues and expenditures at any time after 30-day notice is provided. If money for a specific purpose becomes available to meet a contingency, the Board may adopt a supplemental budget for expenditures not to exceed that amount.

Unencumbered moneys shall not be transferred from one fund to another unless authorized in advance by the Board. When a contingency occurs, the Board, by adoption of a resolution, may transfer any unencumbered moneys from the contingency reserve account, which is within the general fund, to another fund or function.

## AUDITS

All SDSA funds and accounts shall be audited by an independent auditor annually in accordance with state law and Board policy. Timely and appropriate corrective actions shall be taken in accordance with any internal or external audit findings.

As needed, the Board may issue a request for proposal (RFP) or use some other similar process for selection of an independent auditor licensed to practice in Colorado and knowledgeable in government accounting to conduct the audit. The independent auditor also shall audit any other accounts held by SDSA for report to the SDSA board.

The audit report shall contain among other information:

1. Financial statements prepared insofar as possible in conformity with generally accepted governmental accounting principles. (The financial statements are the representation of the SDSA whether prepared by the SDSA or by the auditor.)
2. Disclosures in accordance with the Financial Policies and Procedures Handbook. The supplemental schedules of receipts and expenditures for each fund shall be in the format prescribed by the State Board of Education and shall be in agreement with the audited financial statements of the SDSA.
3. All funds and activities of the SDSA.
4. A budget to actual comparison for each fund and activity.
5. The auditor's opinion on the financial statements. If the opinion is anything other than unqualified, the reason must be explained. The opinion shall include general fixed assets.
6. Disclosure of all instances of noncompliance with state law, including the Public School Finance Act of 1994, irrespective of materiality.
7. A supplemental listing of all investments held by the SDSA at the date of the financial statement.
8. A calculation of the SDSA's fiscal year spending in accordance with the state constitution.

The auditor shall meet with the Board to discuss the audit report, make recommendations to the Board concerning its accounting records, procedures and related activities as may appear necessary or desirable and shall perform such other related services as may be requested by the Board.

The audit report shall be completed and submitted by the auditor to the school SDSA within five months after the close of the fiscal year unless a request for an extension of

time is granted. Within 30 days after the Board receives the audit, it shall be submitted to SD6 as the chartering authority. The Board reserves the right to request an audit at more frequent intervals if desired. The Board shall receive all audit reports and be informed of all corrective actions taken.

## FINANCIAL REPORTS

The Executive Director or Board Treasurer, until such time as an Executive Director is hired, or designee shall prepare and submit to the Board a quarterly fiscal actions report of all SDSA funds. The format and basis for reporting shall be consistent with the adopted budget and generally accepted accounting procedures. This report, at a minimum, shall be quarterly and shall include:

- the actual amounts spent and received as of the date of the report from each of the funds budgeted by the SDSA for the fiscal year, expressed as dollar amounts and as percentages of the annual budget
- the actual amounts spent and received for each fund for the same period in the preceding fiscal year, expressed as dollar amounts and as percentages of the annual budget
- the expected year-end fund balances, expressed as dollar amounts and as percentages of the annual budget
- a comparison of the expected year-end fund balances with the amount budgeted for that fiscal year
- details on the SDSA's major revenue sources, with variance analysis that shows the factors that are affecting revenue inflow.

Complete and accurate financial records shall be kept for all SDSA funds and accounts. The Board shall receive all financial reports in a timely manner and be informed of all corrective actions taken. The Executive Director, as well as all persons responsible for any SDSA monies shall take all reasonable steps to identify funds, programs, or departments that may end the fiscal year with an operating loss or deficit. A corrective action plan shall be developed and implemented within 30 days of such identification.

The Executive Director or designee as well as all persons responsible for any SDSA monies shall develop and implement processes whereby variations or deviations in cash flow, revenues or other important financial indicators can be identified and dealt with in a timely manner.

Immediate verbal notification shall be given to the Board regarding any potential financial problem or any matter that may affect the SDSA's financial condition or ability to achieve its mission. The Board may request other financial reports as needed.

All financial and audit reports shall be made available to the public and shall be posted online in accordance with the Public School Financial Transparency Act.

Reports and filings required by state and federal law and agencies shall be accurately and timely filed.

The Executive Director or designee shall develop and implement procedures to encourage all SDSA staff to report suspected financial problems or wrongdoing. No adverse employment decisions shall be taken in response to a good faith report by an employee.

### FINANCIAL OVERSIGHT

In order to provide a high level of accountability and communication on behalf of the SDSA Board, the Board shall appoint the School Accountability Committee to independently monitor and report to the Board and the community concerning the SDSA's expenditure of funds. To fulfill its responsibilities, the Accountability Committee shall review the Board's annual budget for the additional revenue prior to final adoption to determine if the revenues have been allocated in accordance with the authorized educational purposes. The Board directs the Executive Director or the Executive Director's designee to provide an annual report to the Accountability Committee about the SDSA's expenditures as well as any other financial information requested by the Accountability Committee related to their duties as specified by the Board and this policy. The Accountability Committee shall issue an annual report to the community about how the revenues were expended.

### INVESTMENT OF FUNDS; PROCEDURE FOR DEPOSIT OF FUNDS

The SDSA shall invest public funds in a manner which shall provide the highest investment return with the maximum security while meeting the daily cash flow demands of the SDSA and conforming to all federal, state and local statutes governing the investment of public funds.

This policy and the accompanying regulations shall apply to the investment of all financial assets and all funds of the SDSA over which it exercises financial control. These funds are to be accounted for in the SDSA's budget and available for inspection. All SDSA funds allocated to a specific use but temporarily not needed shall be invested by individuals authorized by the SDSA Board in accordance with state law and in a manner designed to accomplish the following objectives:

1. Ensure that all funds are deposited and invested in accordance with state statutes and resolutions enacted by the local school board.
2. Ensure the safety of the SDSA's financial assets.
3. Ensure that adequate funds are available at all times to meet the financial obligations of the SDSA when due.
4. Earn a market rate of return on the funds available for investment throughout the budget cycle while taking into account the SDSA's investment risk constraints and cash flow needs.

The SDSA shall recognize that no investment is totally without risk and that the investment activities of the SDSA are a matter of public record.

In order to effectively use the SDSA's cash resources, all moneys, unless otherwise restricted by law, may be pooled into one investment account and accounted for separately. The investment income derived from such a pooled account shall be distributed to various SDSA funds and accounts on a pro rata basis.

The SDSA Board shall be provided periodic reports regarding the investment portfolio, activity and return on investments. Investments and electronic transfers of funds shall occur only on approval of the executive committee of the SDSA.

The SDSA Board of Directors shall be responsible for all SDSA investment decisions and investment activities. The chief financial officer may appoint an investment officer to carry out the SDSA's investment decisions and activities. No person may engage in an investment transaction except as authorized under the terms of this policy and the accompanying regulations. All participants in the investment process shall seek to act responsibly as custodians of the public funds.

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the SDSA Board and the Executive Director, and the Board any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the SDSA's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the SDSA, particularly with regard to the time of purchases and sales.

The Board shall be kept informed of investments and yields.

All revenue received by the school SDSA shall be deposited in an official bank or banks or savings and loan institutions as designated by the Board. Such financial institution must qualify as an eligible public depository in accordance with state law.

The treasurer or official custodian shall comply with all requirements of state law regarding the deposit of SDSA funds.

All funds received by the SDSA shall be deposited in an official bank or banks or savings and loan institutions as designated by the Board. The Public Deposit Protection Act (PDPA) requires schools to deposit public funds only in approved institutions (eligible public depositories).

The SDSA shall comply with all requirements of state law regarding the deposit of SDSA funds.

The SDSA shall investigate the condition of financial institutions before committing SDSA funds. Banks and savings institutions are evaluated by comparing them to other similar institutions in a number of areas. These areas include size and growth, loan



exposure, capital adequacy, asset quality, earnings, and liquidity. Certain rating agencies and publications are available which may enhance the evaluation process.

When depositing public funds in banks and savings and loan associations, the POPA requires the institution be designated as an eligible public depository institution, pursuant to sections 11-10.5-101 and 11-47-101. The PDPA Act of 1989 requires banks to apply or reapply for designation as an eligible public depository, C.R.S. 11-10.5-106. In addition, every public entity must apply to the State of Colorado Bank Board for a public depository account number. This number must be given to any bank in which the SDSA does business, C.R.S. 22-40-105 and C.R.S. 22-32-107. The SDSA shall seek legal advice for any investment or deposit outside of the state.

When SD6 has elected to have all moneys belonging to the SDSA paid over to the treasurer of said Board, the treasurer, or such other custodian appointed by the Board, shall deposit or cause to be deposited, all such moneys in such depositories as shall be designated by such Board. C.R.S. 22-40-105, 22-32-107 and 24-75-601 (Fund-Legal Investments) et. seq.

Eligible public depository means the depository has met the required criteria, including the deposits are insured by federal deposit insurance; that the bank meets capitalization standards set by the banking board; and that the bank agrees to abide by all PDPA requirements (See the State Auditor's Handbook, C.R.S. citations 11-10.5-101 and 11-47-103(6)). Note, eligible public depositories are limited to depositories operating within the state.

## SECURITY

When SDSA deposits funds in a state approved bank or savings and loan institution, the FDIC shall insure these deposits up to a maximum amount. The FDIC may extend federal insurance to funds segregated in a separate bond redemption fund. Amounts deposited in excess of the maximum amount are not insured by FDIC but are covered by the collateral provisions of the PDPA.

The amount of the total deposit is defined as the total of all school SDSA deposits even if different funds and accounts are involved. Separation of deposits by funds, account or designated custodian usually shall not extend the total amount insured by the FDIC.

As an ongoing requirement of designation as an eligible public depository, any such depository shall pledge such collateral having a market value in excess of one hundred two percent of the aggregate insured public deposits. C.R.S. 11-10.5-107(5).

The PDPA requires that the uninsured portion of a school SDSA's deposits be protected through collateralization by the bank or savings and loan institution. The bank or savings and loan is required to certify sufficient collateral to cover uninsured public funds to state agencies on a regular basis. This certification of collateral is made to the state banking commissioner or savings and loan commissioner.

The SDSA shall follow a general rule regarding diversification or allocations of investments among various banks and savings institutions because of possible delays in the recovery of money in the event of institutional failure.

#### Maturity

All investments must mature in five years or less, unless SDSA Board allows investment in excess of five years.

### PURCHASING AND PURCHASING AUTHORITY

The Board's authority for the purchase of materials, equipment, supplies and services is extended to the Executive Director through the detailed listing of such items compiled as part of the budget-making process and approved by the Board through its adoption of the annual operating budget.

Except in emergencies or for reasons of economy, the annual purchase of major pieces of equipment shall be scheduled so that annual budgetary appropriations for capital purposes will be of similar size or will show a continuous trend without severe fluctuations.

The Executive Director shall direct the purchase of such books, supplies, equipment and other materials as is required and permitted within the limits of the budget. The purchase of these items shall require no further Board approval except in those instances where Board policy requires certain purchases to be put to bid. An expenditure of \$50,000 or more, regardless of fund or purpose, shall require prior Board approval even though the item is covered in an appropriation or project control estimate. Upon the Executive Director's recommendation, expenditures of lesser amounts may also require Board approval.

In order to receive the greatest value for each dollar expended, it shall be the policy of the school SDSA to obtain comparative prices based on similar quality, to consider a balance between long-term quality and cost, and to purchase in quantity whenever possible and practical.

### PETTY CASH

The Executive Director or designee may authorize petty cash funds for SDSA departments and sites as deemed necessary or appropriate. The purpose of such funds is to provide a source of ready cash for immediate settlement of small transactions. Notwithstanding the authorization of petty cash funds, the preferred method of making a SDSA purchases is use of a purchasing card or reimbursement. A custodian of such funds may be appointed who shall ensure that all expenditures from the fund are properly approved, accounted for and documented. Each purchase made from the petty cash fund shall be supported at minimum by a dated receipt or bill of sale.

The amounts authorized for petty cash funds may vary between and among departments and sites, but shall in no event exceed \$100.00. Purchases shall not be divided for the purpose of circumventing this limitation.

All contractual services and purchases of supplies, materials and equipment in the amount of ~~\$a,900.90~~ \$25,000.00 \*\*or more shall be put to bid. This shall not apply, however, to professional services or instructional materials. Other purchases may be made in the open market but shall, when possible, be based on competitive quotations or prices.

All contracts and all open market orders shall be awarded to the lowest responsible qualified supplier taking into consideration the quality of materials (services) desired and their contribution to program goals.

With regard to materials or services for which bids are required, the Executive Director or designee shall develop a procedure to pre-qualify bidders. Suppliers shall be invited to have their names placed on mailing lists to receive information about pre-qualifying. When specifications are prepared, they shall be mailed to all merchants and firms who have pre-qualified. Only pre-qualified bidders may submit bids.

All bids shall be submitted in sealed envelopes, addressed to the Board and plainly marked with the bid number and the time of the bid opening. Bids shall be opened in public by appropriate SDSA officials or employees at the time specified, and all bidders shall be invited to be present.

The Board reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the SDSA.

The bidder to whom an award is made shall be required to submit to the SDSA proof of liability insurance and when appropriate, proof of workers' compensation insurance, and may be required to enter into a written contract with the SDSA. Any written contract shall include a provision requiring a criminal background check for any person providing direct services to students under the contract, including but not limited to transportation, instruction or food services as required by law. The contracting entity shall be responsible for any costs associated with the background check.

## INVENTORIES

The SDSA shall maintain a system for an annual inventory of all real and personal property costing \$5000 or more and having a life expectancy of two years or more, with the exception of equipment, such as lockers, permanently fixed in a building. The Instructional Leader shall be accountable to the Executive Director or designee for the maintenance of proper inventories at his or her site.

\*\*Amended July 19, 2016

Salida del Sol Academy

**Salary Matrix**

2016-17

Step	BA	BA12	BA24	BA48	MA	MA24	MA48	MA60	PhD
1	3700 0	<b>37800</b>	38600	39400	4040 0	<b>41200</b>	42000	42800	43800
2	3800 0	38800	39600	40400	4140 0	42200	43000	43800	44800
3	3900 0	39800	40600	41400	4240 0	43200	44000	<b>44800</b>	45800
4	4000 0	40800	41600	42400	4340 0	44200	45000	45800	<b>46800</b>
5	4100 0	41800	42600	43400	<b>44400</b>	<b>45200</b>	46000	46800	47800
6	4200 0	42800	43600	<b>44400</b>	4540 0	46200	47000	47800	48800
7	4300 0	43800	44600	45400	4640 0	47200	48000	48800	<b>49800</b>
8	4400 0	44800	45600	46400	4740 0	48200	49000	49800	50800
9	4500 0	<b>45800</b>	46600	47400	4840 0	<b>49200</b>	50000	50800	51800
10	4600 0	46800	47600	48400	4940 0	50200	51000	51800	<b>52800</b>
11	4700 0	47800	48600	49400	5040 0	51200	52000	52800	53800
12	4800 0	48800	49600	5D400	5140 0	<b>52200</b>	53000	53800	54800
13	4900 0	49800	50600	51400	5240 0	53200	54000	54800	55800
14	<b>50000</b>	50800	51600	52400	5340 0	54200	55000	55800	<b>56800</b>
15	5100 0	51800	52600	53400	5440 0	<b>55200</b>	56000	56800	57800
16	5100 0	51800	52600	53400	5540 0	56200	57000	57800	58800
17	5100 0	51800	52600	53400	5640 0	57200	58000	58800	59800
18	5100 0	51800	52600	53400	5740 0	58200	59000	59800	60800
19	5100 0	51800	52600	<b>53400</b>	5840 0	<b>59200</b>	60000	60800	61800
20	5100 0	<b>51800</b>	52600	53400	5940 0	60200	61000	61800	62800

**Year 1 returning teachers**

## Student Fund Raising Activities

The purpose of this policy is to provide guidelines and rules for financial augmentation of curricular and extra-curricular programs at Salida del Sol Academy (SDSA). Fundraising must not detract from instructional purposes of SDSA. Fundraising must not be used for entertainment or commercial purposes.

SDSA also recognizes the value of limited promotional material distribution and fundraising that benefits students. Many businesses and organizations provide financial resources that assist schools, the Foundation, parent organizations, and other programs in exchange for the distribution or display of promotional materials. Without this support, schools would not offer some programs or be able to support others. Such handouts that promote the goals and interests of SDSA might include announcements about upcoming concerts, school plays, out-of-school youth activities, athletic camps, or local civic group activities. Businesses donate much needed funds in exchange for promotional banners on athletic fields and contribute proceeds from the sale of coupon booklets.

SDSA has an affirmative responsibility to protect the educational environment, to maintain order and discipline on school premises, and to protect the well-being of students and employees. This policy is intended to balance the interests of SDSA, the need for fundraising and the compatible interests of those who desire to distribute or display promotional materials.

- Fundraising Limitations and Conditions:
- Time, effort, and emphasis going into fundraising for the schools should be minimized.
- Students must not be released from school for fundraising purposes. Students are not allowed to sell items to other students during class time.
- Door-to-door fundraising is not authorized or approved by SDSA. Given this policy, if the parent or the legal guardian of a student desires and approves of their son or daughter using a door-to-door approach, SDSA recommends that the parent, legal guardian, or responsible adult accompany the student and that the student limit the activity to individuals they know and trust.
- Pressure will not be brought upon students to fundraise. They must not be made to feel they "must" bring money or other items to school.
- Funds must be receipted and expended through SDSA accounts in accordance with standard accounting procedures. School parent organization (i.e. PTA, PTO) fundraising activities are subject to accounting procedures established by that organization.
- Fundraising projects should be limited to the school's attendance area unless prior approval from the executive director is obtained.

- Failure to comply with this policy or procedure *may* result in disciplinary action up to and including dismissal.

#### Distribution of Promotional Materials:

Except as specifically provided for in this policy; companies, organizations, and individuals (to include employees) with outside of the school/district interests may not use the schools or other district facilities for the posting or distribution of "promotional materials" to include fliers, advertisements, bulletins, newspapers, posters, signs, banners, coupons, or any other materials.

Advertising and sponsorship permitted pursuant to this policy shall not be considered as an endorsement or approval by the Board of any particular group, organization or company, not of any purposes, programs, activities, products or services or any such group.

#### Fundraising and Authorized Promotional Materials MUST be age appropriate and MUST NOT:

- Distract from, interfere with, or disrupt the educational environment of the school.
- Promote any substance or activity that is illegal for minors, such as alcohol, tobacco, and drugs, or gambling.
- Promote any religious or political purpose or interests.
- Promote any competing educational organizations, company, or individual that may be in conflict or competition with SDSA, its educational mission, or its goals.
- Require the school, teacher, or student to partner with the promoter or otherwise exert excessive pressure on students, parents, or employees to purchase or investigate a product, service, or idea.
- Promote hostility, disorder or violence.
- Contain vulgar, abusive, obscene, or sexually explicit language.
- Demean any person or group on the basis of race, gender, ethnicity, age, disability or religion.
- Advocate for the violation of law or board policy.
- Promote, favor, or oppose a candidate for elected office or a ballot measure•

Any contract or agreement entered into for the purpose of fundraising or distribution of promotional material must contain this termination of contract provision: "The Board reserves the right to cancel or amend, at any time, any agreement or contract whether oral or in writing, between any school,

organization, booster club, governmental entity, parent organization, or any other individual.

Acceptable Fundraising Activities:

Non-Product Sales Activities: School administration may approve the following fundraising activities that do not include the sale of products, goods, or services.

- Banners on school property for presentation at school or athletic events that meet local sign ordinances. Banners must not be displayed in classroom locations.
- Paid advertisement in school student publications, yearbooks, approved parent organization publications, or other district publications. Any other advertisements must be distributed using the procedures outlined in subparagraph 3.2 below.
- School sponsorship advertising, such as printing the name of a business on t-shirts sold by a school or approved parent support organization. This shall not include fliers or material described in subparagraph 3.2 below.
- Schools may have reasonable contact with local businesses for the purpose of fundraising donations to the extent that such activity does not create an annoying, irritating, or bothersome interaction with the local business.
- Students or employees may participate in recycling for non-hazardous recyclable materials.
- Individual parents, businesses, or citizens wishing to donate cash, materials, equipment, or other property to a specific school or program may submit the donation through the SDSA Foundation (Foundation). The Foundation is a non-profit 501(c)(3) organization established to improve community support and increase resources to SDSA. Upon receiving a donation, the Foundation will issue a receipt and acknowledgment which complies with Internal Revenue Service (IRS) regulations.
- Schools or school officially recognized clubs may participate in car washes, sport clinics/camps, shoot-a-thons, PTA/PTO activities and community events.

Sales of Products:

Sales of products, discount cards, cookie dough, chocolates, books, discount coupons, services, or any other product or advertising intended to be sold as a fundraiser activity, through or using any business, organization, individual, to include fundraising sales organized by employees (hereafter referred to as vendor) must be pre-approved by the Executive Director and Foundation and must comply with the following requirements:

- Approval Process: All fundraiser vendors must complete and submit a Fundraising Application along with all relevant supporting documents and marketing materials that

explain programs and services offered to the executive director and the Foundation. The application must include:

- SDSA Foundation Fundraiser Application
- At least three references
- Proposed commission, products and program marketing literature- Photocopy of a valid business license

#### Distribution of Promotional Materials:

All Non-governmental fliers, for profit advertisements, and business promotional materials, to include employee businesses or financial interests, must be approved by and distributed through the executive director and Foundation. Alternative promotional material distribution methods using school or district resources must not be established by school employees, administrators, parent-teacher organizations or associations.

All requests to distribute advertising fliers or promotional materials for non-governmental entities must be reviewed and approved by the executive director and Foundation.

The Director will approve no more than two requests per month.

- Unless approved under this policy, Schools must not distribute non-governmental fliers, promotional material, or advertisements.
- Fliers must be pre-approved before printing. Interested individuals must email a sample to the director.

The following disclaimer must be printed in at least a 10 point font size, and displayed clearly at the bottom of the flier.

"These materials are neither sponsored nor endorsed by Salida delSol Academy. SDSA Foundation has received direct financial benefit for distribution of this flier."

Flier distribution fee of \$100 payable to the SDSA Foundation:

- Fliers will be distributed to elementary students and middle school students.
- After approval, interested businesses or vendors must deliver fliers and payment to Salida del Sol Academy 111 East. 26<sup>th</sup> St. Greeley, CO 80631

The provisions of this policy do not apply to businesses donating coupons or gift certificates that are use as incentives awards to motivate students or employees, provided the incentive does not require the recipient(s) to pay a portion of the coupon or gift. For example, a 50% off coupon is regarded as



"promotional material" while a coupon for a free item, sufficiently significant to be regarded as an award, is not subject to the limitations of this policy. Incentive awards are often donated by business to encourage and support reading programs or other educational objectives. Incentive awards are only given if clear objectives or requirements have been satisfied; otherwise the coupon or certificate is "promotional material."

### Sales Representatives and Agents

Because sales activities have the potential to disrupt the educational program, representatives, agents, and other individuals, are prohibited from promoting or selling individual products such as taxMsheltered annuities, insurance programs, investment opportunities, life insurance programs, accident insurance, etc, in classrooms, schools, break rooms, or at work site locations during school or business hours (to include 30 minutes before and 30 minutes after school time). This limitation includes the use of lunch breaks and prep time. Sales agents and representatives promoting products specific to the operation of the school or District are not subject to this limitation and may visit with administration or authorized personnel during work hours.

- Except as approved for by the SDSA for group benefits, sales representatives and agents must not be given time in faculty meetings or othergroup meetings.

With the exception of authorized group insurance benefits, sales agents are not to be provided with lists of employee names, addresses or phone numbers.

Adopted: January 31, 2017

## PERSONNEL

1. Equal Employment Opportunity (Adopted, March 2013)
2. Staff Conduct and Responsibilities (Adopted, May 2013)
3. At *Will* Employment (Charter Application, p. 66, July 2013)
4. Faculty Leave Policy (Revised & Adopted, February 17, 2017)
5. Faculty and Staff Discretionary Leave (Adopted, May 2013)
6. Teaching and Staff Vacancies (Adopted, January 31, 2017)
7. Faculty and Staff Assignments (Adopted, April 2015)
8. Sexual Harassment of Staff (Adopted, May 2013)
9. Sexual Harassment Procedure for Resolving Complaint (Adopted, May 2013) IO.  
Staff Protection Policy (Adopted, May 2013)
- II. Use of SDSA Technology by Staff (Adopted, May 2013)
12. Social Media Policy (Adopted, January 31, 2017)
13. Staff Dress Code (Adopted, April 2013)
14. Substance Abuse Policy (Adopted, March 2015)
15. Alcohol and Drug Free Workplace (Adopted, August 2016)
16. Violence in the Workplace (Adopted, March 2015)
17. Employment Non-Renewal Policy (Adopted, March 7, 2017, Effective, July 1, 2017)
18. Separation of Employment (Adopted, January 31, 2017)
19. Workers' Compensation (Adopted, January 31, 2017)
20. Criminal History and Background Checks (Adopted, January 31, 2017)
21. Educational History and Transcripts (Adopted, January 31, 2017)
22. Immigration Law Compliance (Adopted, January 31, 2017)
23. Conflict of Interest and Outside Employment Statement (Adopted, January 31, 2017)
24. Workplace Product Ownership (Adopted, January 31, 2017)
25. Whistleblower Policy (Adopted, January 31, 2017)
26. Cobra Benefits (Adopted, January 31, 2017)
27. Social Security/Medicare (Adopted, January 31, 2017)
28. Disability Accommodation (Adopted, March 2015)
29. Teacher Evaluation Process (Revised and Adopted, February 17, 2017)
30. Qualifications of Substitute Staff and Screening Process (Adopted, January 31, 2017)
31. Nepotism (Adopted, March 2015)
32. Contracts and Placement on Salary Model (Adopted, July 2013)
33. Professional Development (Adopted: February 17, 2017)
34. Attendance, Punctuality Policy

## **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of Salida de!Sol Academy to promote equal employment opportunity. **The school shall provide equal employment opportunity to qualified individuals without regard to race, color, creed, sex, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.**

**The school does not illegally discriminate in any area of employment, including job advertising, pre-employment requirements, recruitment, hiring, opportunities for advancement, compensation, fringe benefits, job classification, transfer, promotion, and termination.**

**Adopted:** March 5, 2013

### **Legal Refs:**

- 20 U.S.C. 1400 et seq. (Individuals with Disabilities Act)
- 20 U.S.C. 1681-1686 (Title IX of the Educational Amendments of 1972)
- 20 U.S.C. 1701 and 1703 (Title II of the Equal Educational Opportunities Act of 1974)
- 29 U.S.C. 794 (Section 504, Rehabilitation of 1973)
- 42 U.S.C. 2000d (Title VI of the Civil Rights Act of 1964)
- 42 U.S.C. 2000e et seq. (Title VII of the Civil Rights Act of 1964)
- 42 U.S.C. 12101 et seq. (Americans with Disabilities Act)
- 28 C.F.R. Part 3534 C.F.R. 104 and 106
- C.R.S. 18-9-121
- C.R.S. 22-32-109(1)(w) and (x)
- C.R.S. 22-32-110(1)(k)
- C.R.S. 22-61-101
- C.R.S. 24-34-402

## Staff Conduct and Responsibilities

All employees of Salida del Sol Academy are expected to carry out their assigned responsibilities with due diligence.

In conduct and interpersonal relationships, all staff members must recognize that they are in a position of trust and are being continuously observed by students and the community. Their manner, dress, courtesy, actions, and attitudes serve as models that influence the development of young people. The Board of Directors expects all employees to be exemplary models. Staff is responsible for the education of and safety of all the students. Additional responsibilities that shall be required of all personnel include but are not limited to:

- Consistent and prompt attendance at work.
- Enforcement of and adherence to the policies of the Board of Directors of Salida del Sol **Academy**.
- Attention to the safety and welfare of students, including the need to ensure that students are under supervision at all times.
- Diligence in submitting required reports in accordance with guidelines and at the times specified.
- Care and protection of school property.
- Disclosure or use of confidential information acquired in the course of an employee's employment only to staff who are authorized to know such information, and only for lawful purposes.

Any employee of Salida del Sol Academy who is arrested or charged with one of the following offenses must notify the Director within three business days:

- a. **Any felony** offense;
- b. A misdemeanor or municipal violation involving unlawful sexual behavior;
- c. A misdemeanor or municipal violation involving children;
- d. A misdemeanor or municipal violation involving indecent exposure, as defined in C.R.S. 18-7-302(2);
- e. Driving under the influence or driving while ability impaired, as defined in C.R.S. 42-4-1301, but only if the staff member's employment with the school includes transporting students via motor vehicles.
- f. Misdemeanor domestic violence, as defined in C.R.S. 18-6-800.3 (1);
- g. Misdemeanor sexual assault, as defined in C.R.S. 18-3-402;
- h. Misdemeanor unlawful sexual contact, as defined in C.R.S. 18-3-404;
- i. Misdemeanor child abuse, as defined in C.R.S. 18-6-401;
- j. Misdemeanor sexual exploitation of children, as defined in C.R.S. 18-6-403; 165
- k. Misdemeanor or municipal violation involving the illegal sale or possession of controlled substances, as defined by C.R.S. 12-22-303(7), excluding an arrest or charge for simple marijuana possession;
- l. A crime of violence, as defined in C.R.S. 18-1.3-406; and m. Any felony offense in another state, the elements of which are substantially similar to the elements of the offenses described above.

Each staff member shall observe rules of conduct established in the law and policy, which specify that an employee of Salida del Sol Academy shall not:

- Report for duty under the influence of any narcotic, alcoholic beverage, illegal drug, or intoxicant.
- Participate in the unlawful manufacture, distribution, dispensing, possession, or use of narcotics, alcoholic beverages, illegal drugs, intoxicants, controlled substances, or drug-related paraphernalia on school property or at any official school function.
- Report for duty under the influence of any substance, including legally prescribed drugs and medicines, that will adversely affect his/her working ability, alertness, coordination, or jeopardize the safety of others.
- Accept a gift or reward of substantial value or economic benefit which would tend to improperly influence a reasonable person.
- Perform any action on behalf of the school that would create an economic benefit for the staff member and/or associates
- Sell to the school goods or services of any kind for personal gain without the express prior written consent of the Board of Directors.
- Supervise or evaluate a member of his or her immediate family.
- Conduct his or her personal commercial business on school property without prior specific written approval of the Board of Directors. Further, an employee shall not pressure or obligate any other staff member, student or parent to purchase goods or services.
- Recommend or require the use of a psychotropic drug for any student, except that staff members may suggest that the parent or guardian speak with an appropriate health care professional about concerns regarding their child's performance or behavior at school.
- Test or require a test for a child's behavior without prior written permission from the parents or the guardians of the child and prior written disclosure as to the disposition of the results of the testing.

It is permissible for a staff member to:

- Receive an occasional gift or benefit which is insignificant in value.
- Receive an award presented by an organization in recognition of public service.
- Receive payment for speeches, appearances, or publications reported as honoraria as long as such activities were not conducted on work time.
- Use school facilities and equipment (for example, school phones for local calls or school rooms for meetings), to communicate or correspond or meet with parents, patrons, family members, or business associates on an occasional basis, so long as such use is reasonable and does not violate any other school policy or state statute, e.g. the Fair Campaign Practices Act.

Legal References:

C.R.S. § 22-32-109(ee)

C.R.S. § 22-32-110(1)(k)

C.R.S. § 22-63-204

C.R.S. §§ 24-18-101 et seq. C.R.S.

§§ 22-2-106(1) (a) and (c) C.R.S.

§§ 22-2-101(1) (c)

Article IX, Section 1, Colorado Constitution

Adopted: May 1, 2013

## At Will Employment

All employment at Salida del Sol Academy is "at will." This means that Salida del Sol Academy has the right to terminate employment at any time, with or without advance notice and with or without cause subject to certain statutory requirements. Employees may also terminate employment subject to contract provisions as established by contract with the Board of Directors.

In addition, Salida del Sol Academy maintains a highly flexible culture. Given the entrepreneurial nature of Salida del Sol Academy, an employee's position and/or position description may be changed at any given time by his or her supervisor. However, Salida del Sol Academy will not discharge an employee who has legitimately invoked the Whistleblower Protection policy; for exercising their right to vote or to their political affiliation; answering the call for military duty; for filing a workers' compensation claim; or for receiving an order for wage garnishment.

Charter School Application

## Faculty and Staff Leave Policy

Salida del Sol Academy teachers and staff are given identified holidays plus breaks as set out in the school calendar. In addition, SDSA provides Paid Time Off (PTO) to full- and part-time salaried employees in form of discretionary days (the number of days is reviewed annually by the Board of Directors) that can be used for any non-school related absences, e.g. illness, personal business, and emergencies. Jury duty, military duty or any school-related absences are not considered discretionary leave.

This policy identifies the type of leave available to employees and provides the guidelines by which leave may be taken.

- Paid Time Off (PTO)
- Holiday
- Bereavement
- Professional Development
- Jury Duty
- Military Duty
- FMLA
- Worker's Compensation

### Paid Time Off (PTO)

PTO taken by salaried staff during the first or last week of the school year will be subject to administrator's discretion. PTO taken on scheduled in-service and/or training days, or immediately before or after holidays will be limited to 10% of staff for any given day unless otherwise approved by the administrator. Approvals will be granted on a first-come-first-served basis for these days. Approval for PTO taken immediately before or after holidays will be limited to once per employee per year, unless approved at the administrator's discretion.

Temporary employees, hourly employees, workers being paid short- or long-term disability insurance, and workers being paid workers' compensation are not eligible to receive or accrue PTO. Faculty that require a substitute for their position may only use PTO in one-half (½) or full day increments. Other full-time staff not requiring a substitute may utilize PTO in hourly increments.

There are procedures establishing guidelines for submittal, approval, and record-keeping of PTO, bereavement, professional development, jury duty, and military duty.

Staff and faculty who are absent because of an illness for three or more consecutive days may be asked by the supervisor to submit written documentation from their health care provider stating that they are able to resume normal work duties before they are allowed to return to work. A consistent pattern of questionable absences may be considered excessive, and may be cause for concern.

**PTO Calculation:** Salaried full-time teachers and staff who are contracted for the school year are entitled to 10 (10) days PTO plus an additional day for each consecutive year working at Salida del Sol Academy. PTO may be used in full-day or half-day increments. All 12-month employees are entitled to PTO as agreed upon in their employment contract.

Part-time salaried faculty and staff are given the number of discretionary days in the ratio that their service compares to full-time service. PTO will be calculated hourly. (e.g. for a 80% part-time employee (10 discretionary days + SDSA Loyalty days) x 0.80 FTE = discretionary PTO days x B hours/day).

**Accrual or Reimbursement for Unused PTO:** In June, at the end of the contract year, employees with new contracts will have the option to either: be reimbursed any unused days at the daily rate of pay for a substitute; or accrue any unused days to the following contract year.

Leave that is accrued from contract year to contract year will be capped at 20 days total. PTO accrued above 20 days in any given contract year will be reimbursed at the daily rate of pay for a substitute in the June laycheck.

**Personal Donation of PTO:** Salida del Sol Academy recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them, resulting in a need for additional time off in excess of their available PTO. To address this need, eligible staff members may request that other staff be allowed to donate any amount of days from their unused balance to their co-workers in need. There is a procedure to request and donate PTO, as approved by administrators. Any personal donation is strictly voluntary. Employees may use PTO donated to him/her after their personal PTO has been used. Eligibility is subject to administrator's approval.

**PTO Community Bank:** Employees may donate a minimum of one (1) PTO day to a PTO Community Bank per year that will serve as an emergency fund for participating employees. If, due to extenuating circumstances, an employee has used all of their personal PTO and individually donated PTO days, and before an employee qualifies for any days under FMLA, that employee is permitted to use up to five (5) days from the PTO Community Bank.

**Absence without Notice:** Three (3) consecutive days of no call/no show is considered a voluntary termination. Supervisors will make a note of any employee's absence or lateness, and the reason(s). This documentation will be placed in the employee's personnel file. Employees should be aware that excessive absences, lateness or leaving early may lead to disciplinary action, up to and including termination.

## Bereavement

Full-time employees shall be allowed up to five (5) days leave for each loss with full pay for a death of an employee's immediate family. Part-time employees shall be entitled to bereavement in the ratio that their service bears to full-time service. For purposes of this policy, the term "immediate family" includes parents, grandparents, spouse or domestic partner, children, siblings, and grandchildren. Included in this definition are 1st cousins, stepsiblings, and dependents. Exceptions are subject to administrator's discretion. Bereavement leave may also be requested for death outside of the immediate family, including death of students or staff members, as subject to administrator's approval. Bereavement leave shall not be cumulative.

An employee may request additional bereavement leave days subject to administrator's approval. If approved, the additional days used shall be charged to the employee's discretionary PTO leave.

## Holiday

Unless otherwise provided in this policy, all Salida del Sol Academy employees will receive time off with pay at their normal base rate for each observed holiday. Employees on a leave of absence are ineligible for holiday pay benefits that accrue while on leave. Temporary and hourly employees are not eligible to receive holiday pay.



## Professional Development

Salida del Sol Academy provides full-time salaried employees up to three (3) days paid professional development leave for school- and professional-related business, including conferences, trainings, and professional development opportunities. Requests are required to receive prior administrator's approval. Any additional paid professional development leave is subject to administrator's discretion.

## Jury Duty

Salida del Sol Academy encourages and expects all employees to fulfill their civic responsibilities by serving jury duty when required. Salida del Sol Academy employees summoned for jury duty will be granted a leave of absence for the period of time required for such jury duty. The leave of absence will be granted without loss of PTO or any other benefit. If employee is present at court and has not been picked to serve at trial he or she must return in hours served from the court clerk to their supervisor daily. Any employee summoned for jury duty must provide his or her supervisor with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work immediately if they are excused for jury duty during regular working hours.

## Military Duty

Regular employees requiring a leave of absence for military service are provided leave and will be reemployed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Leave and Reemployment Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly-scheduled annual training or military summer camp training.

## Family Medical Leave Act (FMLA)

Eligible employees may take up to 12 workweeks of unpaid job-protected leave under the Family and Medical Leave Act in a 12-month period for specified family and medical reasons. Additional information regarding this policy may be obtained from the business manager. 12-month period is defined as July 1st to June 30th. Additional information regarding this policy may be obtained from the Chief Financial Officer. Approved: 15.26.16

To be eligible for FMLA leave you must have:

- Worked for Salida Del Sol Academy for at least 12 months; and
- Worked at least 1,250 hours for Salida Del Sol Academy during those 12 months.

FMLA leave may be taken for any of the following reasons:

- The birth of an employee's child and to care for the newborn child;
- The placement and care for a newly adopted or recently placed foster child;
- To care for a spouse, child or parent (but not parent-in-law) who has a serious health condition;
- An employee's serious health condition that renders the employee unable to perform one or more of the essential functions of his or her job.

## **Worker's Compensation**

Under Colorado statutes, SDSA carries workers' compensation insurance. Should any employee be injured as a result of an injury arising out of and in the course of his or her employment as a SDSA employee, benefits will be provided as specified in the workers' compensation law.

Revised and Adopted: February 21, 2017

## Personnel Policy

### Staff Bereavement Leave

Full-time employees shall be allowed up to five days leave for each loss with full pay for a death in the employee's immediate family. For purposes of this policy, the term "immediate family" includes: spouse or domestic partner, the employee's children, step children, daughters-in-law, sons-in-law, parents, step-parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law. Exceptions may be approved by the Director.

Bereavement leave shall not be cumulative.

An employee may request additional bereavement leave days subject to approval by the Director. If approved, the additional days used shall be charged to the employee's discretionary leave.

Part-time employees shall be entitled to bereavement in the ratio that their service bears to full-time service.

Bereavement leave may also be requested for death outside of the immediate family. Such leave shall require the approval of the Director and may not exceed one day.

Approved / Adopted: May 1, 2013

## Faculty Leave

Teachers and staff are given identified holidays plus breaks at Thanksgiving, winter and spring as vacation days. In addition, full time teachers and staff are awarded discretionary days (the number of days is established annually by the Board of Directors) that can be used for any non-school related absence, e.g. illness, funerals, personal business and emergencies. Part-time faculty and staff are given that percentage of days (e.g., .60 FTE = .6 x discretionary days = discretionary leave). Jury duty or any school-related court appearance is not considered discretionary leave. Any unused leave time will be paid out in the June paycheck at the rate of daily substitute teacher pay for a full day. No leave can be accrued.

In extenuating circumstances, staff may request that other staff be allowed to donate one day (maximum) of their leave to help cover any absences they might have beyond their allotted leave days. If approved, staff must complete a form to designate their donation. Any staff qualifying for short term or long-term disability must use that avenue rather than donated leave.

Short-term disability is provided by the school and begins on the eighth consecutive day of absence. Pay is at a rate of 2/3 of the normal rate of pay. All payments are determined and paid by the insurance carrier.

Approved/ Adopted: May 1, 2013

## Faculty & Staff Discretionary Leave

The Board of Directors shall establish a discretionary leave amount annually and publish the same prior to the first day of school.

### Procedures:

1. All full time teachers and full time support staff will receive a like amount of leave. leave for employees on extended eleven or twelve month contracts is established in the contract.
2. Any employee at least 50% but less than 100% time will be awarded discretionary leave based on a pro-rated basis.

Approved /Adopted: May 1, 2013

# **SALIDA DEL SOL ACADEMY TEACHING AND STAFF VACANCIES**

## **POLICY**

### Vacancies:

- Short-term, temporary or interim appointments will be made directly by the Executive Director and Principal subject to approval of the Board of Directors without following an advertising procedure.
- All regular vacancies will be advertised.
- Vacancies will be advertised to current employees for a period of three working days.
  1. In-house applicants need only submit a letter of interest to the Executive Director. In-house applicants must meet the requirements of the No Child Left Behind Act regarding "highly qualified."
  2. In-house candidates will be interviewed for the open position.
  3. If no in-house candidates apply for the open position, or if the interview team believes no candidate is qualified to fill the position. it shall be publically advertised.

### Applications:

1. Persons applying for positions at SDSA must submit the following information:
  - a. A letter of interest outlining skills and abilities
  - b. Current resume
  - c. Copies of college transcripts - originals will be required upon hire
  - d. Copy of Colorado License
  - e. Three professional letters of reference with current contract information, and
  - f. Two additional professional references with current contact information.
2. The administration and/or search committee of SDSA will screen applications to determine the strengths and qualifications of the applicant for teaching positions.
3. Background checks:
  - a. Prior to hiring, the administrative staff will check with the Colorado Department of Education to determine if there is any information or record indicating the applicant has been convicted of a crime involving unlawful sexual behavior or unlawful behavior involving children.
4. The administrative team of SDSA will complete at least three (3) telephone reference checks.
5. In accordance with federal and state law, SDSA will report the name, address, and social security number of every new employee to Child Support Enforcement, 1375 Sherman Street, Denver, CO 80203.

This report, due within 20 days of the date of hire or on the first payroll after **the 20 days have expired, shall be submitted even if the employee quits or is terminated before the report is due. Upon termination, the employee's last** known address and the fact of termination shall be reported to the applicable **court or agency.**

Adopted: **J--..u.,\_C...**, 3(, ;l-o/7

# **SALIDA DEL SOL ACADEMY POLICY**

## **STAFF ASSIGNMENTS**

Staff assignments will be made by the Executive Director or designee. Assignments will be based upon school needs. Although staff members are assigned to specific positions, assignments may be changed at any time by the Executive Director or designee when in the best interest of the educational program. Continuity of a teaching assignment is not guaranteed.

A staff member may be assigned or transferred only to a position for which he or she is qualified by virtue of academic preparation or license.

A staff member who requests a transfer into another grade level or content area must meet the Colorado Department of Education definition of "highly qualified" for the content area of the transfer position.

(As long as SDSA is designated as a Title I school, teachers must meet the "highly qualified" standard.)

There shall be no discrimination shown toward any staff member in the assignment or transfer of that staff member because of race, color, gender, religion, national origin, age, marital status, sexual orientation, or disability.

Adopted: April 29, 2015



# APPENDIXD:

## Personnel Policies

### Sexual Harassment of Staff

The Board of Directors and administration of Salida del Sol Academy are committed to a working and learning environment that is free from sexual harassment. All staff, without exception, shall be treated with respect and shall be protected from intimidation, discrimination, physical harm, and harassment.

It shall be a violation of this policy for anyone to sexually harass any staff member or to retaliate against anyone who reports sexual harassment or participates in a harassment investigation. Appropriate corrective action, including disciplinary measures when justified, will be taken to remedy all violations of this policy. This policy similarly applies to non-staff volunteers or any persons who work subject to the control of the school authorities.

Any conduct of a sexual nature directed toward students by teachers or others to whom this policy applies shall be presumed to be unwelcome.

### Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature may constitute sexual harassment when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment, advancement, or educational development.
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment, advancement, demotion, or educational decisions affecting an individual.
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or of creating a severe and pervasive intimidating, hostile, or offensive working or educational environment.

The prohibition against sexual harassment applies whether the harassment is between people of the same or different gender. Sexual harassment may result from words or conduct of a sexual nature communicated in a manner that would, under the circumstances, be reasonably considered to offend, stigmatize, or demean a person against whom the harassment is directed. An intimidating, hostile, or offensive environment created by acts of a sexual nature can arise in various locations, including offices, classrooms, school hallways, playgrounds, and vehicles.

Sexual harassment, as defined above, may include without limitation:

- a. Sexual-oriented "kidding/" abuse, or harassment
- b. Pressure for sexual activity
- c. Repeated remarks to a person with sexual, threatening, or demanding implications
- d. Unwelcome touching, patting, pinching, hitting or repeated, intentional brushing against another person's body
- e. Unwelcome written material, posters, drawings, letters, notes, or other graphic writing
- f. Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades, employment status, or similar personal concerns

### Complaint Procedure

Staff members may report complaints of alleged sexual harassment through procedures established by the Board of Directors. No staff member shall be subject to adverse action in retaliation for any good faith report of sexual harassment. Filing a formal complaint or otherwise reporting sexual harassment shall not reflect upon the individual's current or future employment or educational standing or status. To the extent possible, all matters involving sexual harassment complaints shall remain confidential. Where social services or law enforcement have authority to act, such agency will be involved at the onset of the complaint procedure.

### Legal References:

20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendment Act of 1972)

20 U.S.C. §§ 1701 and 1703 (Title II of the Equal Educational Opportunities Act of 1974) 42

U.S.C. §§ 2000d et seq. (Title VI of the Civil Rights Act of 1964)

34 C.F.R. Part 106 C.R.S.

§ 22-32-109(1)(w)

C.R.S. § 22-32-110(1)(k)

C.R.S. § 24-34-402

### Cross References:

Salida del Sol Academy Board Policy #1 -Nondiscrimination/Equal Opportunity Approved

/Adopted: May 14, 2013

## Sexual Harassment Procedure

The procedure for resolving complaints of sexual harassment requires a staff member to first report alleged harassment to his or her immediate supervisor. If the staff member believes that the immediate supervisor is the source of the harassment, he or she may report instead to the Director of Salida del Sol Academy. A staff member may request the right to make his or her report of sexual harassment to an administrator of the same sex as the staff member by making such request through the Director.

### Procedure for Conducting an Investigation into a Complaint

1. The administrator responding to the complaint of alleged sexual harassment shall conduct an investigation through the following process:
  - a. Confer with the complainant regarding the basis of the complaint. Identify any witnesses to the event(s). The complainant should complete a written documentation of the event(s).
  - b. Meet with the person(s) charged to obtain a response to the complaint. Where a person charged is a student, the person investigating shall attempt to notify the student's parent, guardian, or legal custodian before this meeting.
  - c. Meet with any witnesses to obtain their perceptions of the incident(s).
  - d. If deemed necessary by the person investigating, hold additional meetings with the persons involved or with witnesses to the incident(s).
  - e. The investigating administrator shall establish and maintain written records of all complaints, meetings, and investigations. If a staff member is found to have violated the sexual harassment policy, a copy of resulting action shall be kept in the staff member's file.
2. Where possible, the person investigating shall make a finding as to whether sexual harassment has occurred based upon the information obtained and shall submit a written summary to the Director detailing such findings. The Director shall determine if the action taken was appropriate or if additional sanctions are warranted.
3. Upon determining that incidents of sexual harassment are occurring in particular school settings or activities, the Board of Directors shall implement measures designed to remedy the problem in those areas or activities.
4. The complainant may seek other redress, including the filing of a complaint with the Office for Civil Rights, U.S. Department of Education, 1961 Stout Street, Denver, CO 80294.

### Ongoing Training and Evaluation

1. The school shall train staff members to recognize and effectively deal with incidents of sexual harassment
2. There shall be disciplinary action taken against any staff member who fails to respond promptly and appropriately to complaints received or activities observed regarding incidents of sexual harassment.
3. The Board of Directors shall annually review its compliance with this policy and regulation and take necessary action where deficiencies are noted. Factors to review include the frequency and nature of reported complaints, the number of staff members charged with repeat offenses, and whether staff members are in compliance with the sexual harassment policy and regulation.

### Confidentiality

All Information obtained through this procedure shall be kept confidential to the extent possible and consistent with law. No information shall be discussed unless the person so requesting has a legitimate need or legal right for such information.

Adopted /Approved: May 14, 2013 Cross

### References:

Salida del Sol Academy Sexual Harassment Policy

Salida del Sol Academy Nondiscrimination/ Equal Opportunity

## Policy Staff Protection

Salida del Sol Academy is committed to providing a safe working environment for all staff. We do not tolerate any form of violence or abuse including but not limited to actions, words or insults toward our staff. The following procedures may be initiated to protect school staff in alleged instances of:

1. assault
2. disorderly conduct
3. harassment or intimidation
4. knowingly making a false allegation of child abuse
5. knowingly making a false allegation of an offense
6. any alleged offense under the Colorado Criminal Code
7. the use of profane language
8. the use of threatening language
9. verbal or written insults by a student, another staff member, parent or a community member towards any staff member.

The procedures are applicable on school premises and at all school events on or off school property and in electronic, oral or written communication.

A staff member who believes he/she has been a victim of any of the above may immediately contact his/her supervisor to report the incident. When notified of an alleged incident, the supervisor shall immediately communicate with the Director and the supervisor or designee shall conduct an investigation.

If the alleged perpetrator is a student, the instructional leader (principal), shall initiate disciplinary action as appropriate.

If the staff member believes the supervisor is the source of the alleged behavior, the staff member may report instead to the Director.

If the alleged perpetrator is a staff member, he/she may be subject to discipline including a written reprimand, suspension, dismissal, filing of criminal charges or other appropriate consequences, after receipt of the complaint and adequate proof of the charges.

If the allegation involves a parent or community member, the Director or designee may report the incident to the district attorney or the appropriate local law enforcement agency or officer who will determine the appropriateness of filing criminal charges. Any parent or community member considered by the Director or designee to be in violation of this policy may be instructed to leave the school property and/or be denied access to the school's electronic communication systems.

### Legal References:

C.R.S. § 22-32-109(1)(w) and (x)

C.R.S. §22-32-126(5)(a)

Approved /Adopted: May 1, 2013

## Use of Technology for Staff

### **Introduction:**

The Internet and the Salida del Sol Academy local area and wide area networks are available to staff. Information accessed using Salida del Sol Academy equipment or networks should reflect the educational mission and goals of the school. The school supports the use of Internet and electronic communications to improve teaching and learning. The Internet environment is constantly changing. The school will make every reasonable effort to ensure that this educational resource is used appropriately and responsibly. Staff and students should work together so that students learn the necessary skills to be successful in the 21st century.

### **Staff Responsibilities:**

Employees are responsible for their own use of school computers and computer networks.

- Exercise good judgment.
- Do not reply to or follow links in e-mail solicitations from unknown sources.
- Only communicate via e-mail in a manner that would be appropriate in a face-to-face conversation. Do not e-mail sensitive information (social security numbers, bank account information, credit card numbers, student information covered under FERPA, staff information of a sensitive nature, etc.).

### **Accounts and Passwords:**

- Create and use a secure password.
- Do not divulge or allow another person to use your password.
- Do not leave a computer unattended while you are logged in, or allow another user to use your computer while you are logged in.

### **Employee Use and Privileges:**

The use of Salida del Sol property and technology services is a privilege and not a right.

- Inappropriate use may result in cancellation of technology privileges or other action, up to and including termination of employment.
- An account may be closed at any time should inappropriate activity occur, or if directed by the school administration.
- Each employee shall comply with federal and state law and school policy.
- No Expectation of Privacy:
- The school reserves the right to monitor activity on the school network.
- E-mail and other electronic messages sent or received over the school network may be considered public records and may be subject to disclosure under the Colorado Open Records Act.

### **Prohibited Uses Include:**

- Publishing, accessing, downloading, storing, reviewing and/or distributing any content (text, graphic, photo, audio) that contains material that is defamatory, abusive, obscene, profane, threatening, or sexually explicit;
- Using school technology in any fashion that violates federal law (e.g. copyright violations), state law, or school policy;
- Using school technology to send unsolicited bulk e-mail;

- Using school technology to link to personal business advertisements and/or personal fundraising sites;
- Using school technology to conduct political campaign activities in violation of the Fair Campaign Practices Act {C.R.S. 1-45-101, et seq.};
- Using software without appropriate registration and payment of fees to the software owner; and
- Possessing or using malicious software, hacking software, proxy software, or devices used for those purposes on school property.

#### Collaborative Technologies:

The school supports the use of collaborative technologies such as blogs, wikis and podcasts for educational or official purposes. Employees are responsible for content shared with and by students. Collaborative technologies are considered an extension of the classroom and should be used to:

1. Communicate with students, parents and community members;
2. Convey information about educational programs;
3. Encourage collaborative educational opportunities for students; and
4. Maintain appropriate professional avenues of communication with students.

Any communications posted to these types of collaborative technologies are school communications, and may be subject to disclosure under the Colorado Open Records Act.

Staff members who use school network services understand that their failure to abide by the standards outlined in this policy could make them subject to disciplinary action up to and including dismissal.

I, \_\_\_\_\_ agree to abide by these terms and conditions and give my consent for Salida del Sol Academy to monitor and view my network traffic.

Approved /Adopted: May 14, 2013

## **Social Media Policy**

Staff members may use social media for instructional purposes, including promoting communication with students, parents/guardians and the community concerning school related activities and for purposes of supplementing classroom activities. The application and content shall be appropriate to the student's age, understanding and range of knowledge. Staff members are discouraged from communicating with students through personal social media platforms, applications, and texting. Staff members are expected to protect the health, safety, and emotional well-being of students and to preserve the integrity of the learning environment. Online or electronic conduct that distracts or disrupts the learning environment or other inappropriate conduct may be subject to disciplinary action up to and including termination.

Approved/Adopted: January 31, 2017



## Staff Dress Code

Staff members project an image to the community and to students about the professionalism of Salida del Sol Academy. The example set by staff is a significant teaching opportunity. During the workday and at all work-related activities, staff shall adhere to a professional standard of dress and shall be neat and clean in appearance. Staff is not permitted to wear apparel that is disruptive or potentially disruptive to the classroom environment or to the maintenance of a safe and orderly school. The following items are deemed disruptive to the classroom environment and therefore staff shall not wear the following in the school building, on school grounds, or at school activities:

- o Any clothing, paraphernalia, grooming, jewelry, accessories, or body adornments that are disruptive or potentially disruptive to the educational environment as determined by the school Administration, including but not limited to items that:

- Refer to drugs, tobacco, or alcohol

- Are obscene, profane, vulgar or defamatory in design or message Advocate

- drug use, violence, or disruptive behavior

- Threaten the safety or welfare of any person

- o Clothing that:
  - inappropriately reveals all or part of the stomach, buttocks, or chest, or is backless, or
  - is inappropriately sheer, short, tight, or low-cut, or
  - is torn, tattered, or soiled.

Staff in specialized roles, such as art teachers, physical education teachers, coaches, field trip chaperones, custodians, occupational therapists, et al., may wear attire appropriate and reasonable to performing their functions. Clothing worn on "school spirit days" or their equivalent must conform to items one and two above.

Legal Refs:

C.R.S. § 22-32-109 (1) (cc)

Adopted/Approved: April 24, 2013

## Substance Abuse Policy

Salida del Sol Academy is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of substance abuse have been established for all staff members, regardless of position, including both regular and temporary employees. The rules apply during working hours to all employees of Salida del Sol Academy while they are on school premises or elsewhere on Salida del Sol Academy business. The use of tobacco products is not permitted anywhere on the Salida del Sol **Academy** premises.

- The manufacture, distribution, possession, sale, or purchase of controlled substances and/or including alcohol and marijuana, on Salida del Sol Academy property is prohibited.
- Being under the influence of drugs, alcohol substance, or substances of abuse including marijuana and prescription drugs that impair work performance on Salida del Sol Academy property is prohibited.

So that there is no question about what these rules signify, please note the following definitions:

- Company property/ Salida del Sol Academy
  - a. Property: All Company owned or leased property used by employees.
- Controlled substance: Any substance listed in Schedules 1-V of Section 202 of the Controlled Substance Act, as amended.
- Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user including alcohol and marijuana
- Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.
- Illegal drug:
  - a. Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
  - b. Any drug, including - but not limited to - a prescription drug, used for any reason other than that prescribed by a physician.
  - c. Inhalants used illegally.

Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse. Consistent with the rules listed above, any of the following actions constitutes a violation of the SDSA policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

Using, selling, purchasing, transferring, manufacturing, or storing alcohol, marijuana, an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment. Working or reporting to work, conducting business or being on Salida del Sol Academy property while under the influence of an illegal drug, marijuana or alcohol substance, or in an impaired condition.

Adopted March, 2015

## Alcohol and Drug-Free Workplace

Salida del Sol Academy recognizes that the maintenance of a drug- and alcohol-free workplace is essential to staff and student safety and helps to ensure a safe and productive work and learning environment. Therefore, it is the policy of Salida del Sol Academy to maintain a workplace that is free of illegal drugs and alcohol.

### Definitions

"Be under the influence of illegal drugs or alcohol" means having a measurable amount of illegal drugs, alcohol, or illegal drug metabolites in your system.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug/alcohol statutes.

"Drugs" means all substances defined under the Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., as "drugs" or "controlled substances," as well as counterfeit drugs and substances falsely represented as being drugs. "Drugs" shall include, but not be limited to, opiates, narcotics, cocaine, anabolic steroids, amphetamine and other stimulants, depressants, hallucinogenic substances, marijuana and other natural and synthetic tetrahydrocannabinols, and inhalants.

"Illegal drugs" means all drugs not defined herein as "legal drugs."

"Legal drugs" means over-the-counter and prescription drugs, including vitamins and other dietary supplements that are properly possessed and used by the person for whom they are intended in accordance with applicable law and District policy.

"On duty" means when an employee is acting pursuant to his/her official duties or as a school volunteer, during both instructional and non-instructional time, and includes, but is not limited to, times when employees are in route to or on school property, in attendance at a school-sponsored events or activities, and transporting or otherwise supervising students.

### Prohibited Conduct and Employee Responsibilities

Employees shall not manufacture, possess, distribute, dispense, use, possess, or be under the influence of illegal drugs (marijuana) or alcohol while on duty.

An employee shall notify the executive director within five days of his/her conviction for an on-duty violation of any criminal drug statute. The executive director or designee shall notify any federal or state agencies entitled to such notification within 10 days after receiving notice of such conviction.

### Reasonable Suspicion Determination and Workplace Testing

An employee must submit to alcohol and/or drug testing when the school has reasonable suspicion to believe that the employee has engaged in prohibited conduct. A reasonable suspicion may be found where an employee detects indicators of illegal drug (including marijuana) and/or alcohol use and has

made observations regarding an employee that are specific, contemporaneous, and articulable, and relate to the employee's appearance, behavior, speech, and/or odor. Indicators of illegal or legal drug and/or alcohol use may include the results of a portable breath test ("PBr) or other physical testing, such as nystagmus testing.

The school will provide transportation to and from the testing site to employees required to undergo reasonable suspicion testing. The school may direct an employee to submit to reasonable suspicion testing only while the employee is on duty.

Circumstances which may indicate reasonable suspicion include, but are not limited to, the following:

1. Involvement in a work-related accident, injury, motor vehicle accident or incident which may have endangered the employee or others which results in damage to property accompanied by observable behaviors or symptoms which might reasonably be suspected to relate to illegal drug and/or alcohol use;
2. Poor work performance or attendance problems accompanied by observable behaviors or symptoms which might reasonably be suspected to relate to illegal drug and/or alcohol use;
3. An act which causes harm to a student or an employee or other individual or is likely to cause harm, which might reasonably be suspected to be related to illegal drug, and/or alcohol use.

To help determine reasonable suspicion, contact immediately:

Security Director at 970-347-8223 Refusal

If an employee refuses to submit to reasonable suspicion testing, the supervisor who is requesting the testing shall reiterate the testing directive to the employee in the presence of at least one witness. If the employee again refuses to submit to reasonable suspicion testing, the supervisor shall document the time and date of the refusal, which document shall be signed by the supervisor, the witness, and, if possible, the employee.

An employee's refusal to submit to reasonable suspicion testing shall constitute insubordination and shall be grounds for disciplinary action up to and including termination.

#### Violations

An employee who violates this policy shall be subject to disciplinary action, up to and including termination and referral for prosecution. In appropriate circumstances, and at the school's sole discretion, an employee who violates this policy may be asked to satisfactorily complete an approved drug or alcohol abuse assistance or rehabilitation program. Participation in such program shall be at the employee's expense. Notwithstanding the foregoing, the school is not required to offer rehabilitation in lieu of termination or other discipline to any employee who has violated this policy.

## Violence in the Workplace

Salida del Sol Academy has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect Salida del Sol Academy or which occur on Salida del Sol Academy property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at Salida del Sol Academy or to create a hostile, abusive, or intimidating work environment for one or several employees.

Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Salida del Sol Academy premises, regardless of the relationship between Salida del Sol Academy and the parties involved.
- All threats or acts of violence occurring off Salida del Sol Academy premises involving someone who is acting in the capacity of a representative of Salida del Sol Academy.
- Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:
  - a. Hitting or shoving an individual.
  - b. Threatening an individual or his/her family, friends, associates, or property with harm.
  - c. Intentional destruction or threatening to destroy Salida del Sol Academy property.
  - d. Making harassing or threatening phone calls.
  - e. Harassing surveillance or stalking (following or watching someone).
  - f. Unauthorized possession or inappropriate use of firearms or weapons.

Salida del Sol Academy's prohibition against threats and acts of violence applies to all persons involved in Salida del Sol Academy operation, including but not limited to personnel, contract, and temporary workers and anyone else on Salida del Sol Academy property. Violations of this policy by any individual on Salida del Sol Academy property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors.

Adopted March, 2015

## EMPLOYMENT NON-RENEWAL POLICY and PROCEDURE

### *Non-Renewal of Employment*

At the time designated by the Board of Directors, and as set out in the employment contract, an administrator may recommend Non-Renewal of an employment contract, effective at the end of the current contract year. The reasons for non-renewal cannot be based upon an employee's exercise of Constitutional rights, or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for a recommendation of Non-Renewal may be based on one or more of the following:

- Deficiencies in the performance of duties as pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communication.
- Failure to fulfill duties or responsibilities.
- Incompetency or inefficiency in the performance of required or assigned duties.
- Inability to maintain discipline in the classroom or at assigned school-related functions.
- Insubordination or failure to comply with official directives.
- A significant lack of student progress.
- Failure to comply with policies or administrative regulations.
- Conducting personal business during school hours when it results in neglect of duties.
- The possession, use, or being under the influence of alcohol, drugs or narcotics while on school property, working in the scope of the employee's duties, or attending any school or school sponsored activity such that the ability to perform said duties is in any way impaired.
- Conviction of any felony or of any crime involving moral turpitude, including the abuse of a child.
- Failure by an employee to report to a supervisor his/her indictment, conviction, or deferred adjudication for any felony or any crime involving moral turpitude, including the abuse of a child within 48 hours of such event.
- Failure to comply with reasonable requirements regarding advanced coursework or professional improvement and growth including failure to obtain any requirements for continued employment.
- Disability, not otherwise protected by law, which impairs performance of required duties and not subject to reasonable accommodations.
- Immorality which is conduct inconsistent with rectitude, or indicative of corruption, indecency or depravity. This includes, but is not limited to, an assault on an employee or student.

- Reasons specified in individual employment offer letters or contracts reflecting special conditions of employment such as but not limited to failure to fulfill requirements for certification.
- Falsification of records or other documents related to school activities.
- Failure to maintain an effective working relationship or maintain good rapport, with parents, the community, or colleagues.
- Falsification of required information on an employment application, including but not limited to, misrepresentation of facts to a supervisor.
- Budgetary reasons as determined by the Board of Directors. This includes a Reduction in Force (RIF) because of financial exigency or program change.

Adopted: March 7, 2017 / Effective, July 1, 2017

## Separation of Employment

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

- Resignation-voluntary employment termination initiated by an employee.
  - Termination - involuntary employment termination initiated by Salida del Sol Academy.
  - Layoff/Non-Retention- involuntary employment termination initiated by Salida del Sol Academy for non-disciplinary reasons.
- Surplus-involuntary employment termination initiated by Salida del Sol Academy for budgetary reasons.
- When a non-exempt employee intends to terminate his/her employment, he/she shall give Salida del Sol Academy at least two (2) weeks written notice.

Any employee who terminates employment with Salida del Sol Academy shall return all files, records, keys, and any other materials that are property of Salida del Sol Academy. No final settlement of an employee's pay will be made until all items are returned in appropriate condition. The cost of replacing non-returned items will be deducted from the employee's final paycheck. Furthermore, any outstanding financial obligations owed to Salida del Sol Academy will also be deducted from the employee's final check.

Employee's benefits will be affected by employment termination in the following manner. Some benefits may be continued at the employee's expense if the employee elects to do so. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

Adopted: January 31, 2017



## WORKERS' COMPENSATION

Under Colorado statutes, Salida del Sol Academy carries workers' compensation insurance. Should any employee be injured as a result of an injury arising out of and in the course of his or her employment as a SDSA employee, benefits will be provided as specified in the workers' compensation law.

Adopted: January 31, 2017

## Criminal History and Background Checks

As a condition of their employment, all employees are required to submit to a criminal history review. The criminal history review shall include a fingerprint check and simultaneous FBI check. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals that they have been convicted of a crime or have violated the law may not be offered employment and/or may be subject to termination.

Individuals whose criminal history review reveals that they have been convicted of a felony, a domestic violence offense, or a crime against a child or any other offense identified by the legislature of Colorado as grounds to revoke licensure will not be offered employment and/or will be terminated. No person employed or otherwise associated with a charter school, including members of the Board of Directors, who has been convicted of or has pleaded nolo-contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

Adopted: January 31, 2017

## Educational History and Transcripts

Employees are required to provide official transcripts or submit to an educational verification search to verify units earned/degree received or in-service hours. These requirements must be completed prior to beginning employment, and the information must be submitted to the Chief Financial Officer. To the extent permitted by law, Salida def Sol Academy may require that these costs be borne by the employee. Individuals whose educational background differs from that of the job description may not be considered for employment.

Adopted: January 31, 2017

## Immigration Law Compliance

Salida del Sol Academy employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 19 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Salida del Sol Academy within the past three years or if their previous I-9 is no longer retained or valid.

Adopted: January 31, 2017

## Conflict of Interest and Outside Employment Statement

Salida del Sol Academy expects all employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of Salida de[ Sol Academy. Business dealings that appear to create a conflict between the interests of Salida del Sol Academy and an employee are unacceptable. Salida de/ Sol Academy recognizes an individual's right to engage in activities outside of school employment which are of a private nature and unrelated to our business. However, an employee must disclose any possible conflicts so that Salida del Sol Academy may assess and prevent potential conflicts of interest from arising. A disclosure of actual or potential conflicts of interest should be submitted in writing to the employee's immediate supervisor. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (*i.e.*, spouse or significant other, children, parents, siblings) as a result of the Salida de! Sol Academy business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems.. If you have any question whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact your supervisor to obtain advice on the issue. The purpose of this policy is to protect you from any conflict of interest that might arise. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Adopted: January 31, 2017

## Work Product Ownership

Salida del Sol Academy retains legal ownership of any product produced on school work time. No work product created while employed by Salida del Sol Academy can be claimed, construed, or presented as property of the individual, even after employment by Salida de!Sol Academy has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for Salida del Sol Academy, regardless of whether the intellectual property is actually used by Salida del Sol Academy. Although it is acceptable for you to display and/or discuss a portion or the whole of certain work product as an example in certain situations (*e.g.*, on a resume), please bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property Of Salida del Sol Academy.

Adopted: January 31,2017

## Whistleblower Policy

Salida del Sol Academy is committed to maintaining a workplace where employees are free to raise good faith concerns regarding the business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of Salida del Sol Academy policy. An employee who wishes to report a suspected violation of law or Salida del Sol Academy policy may do so confidentially by contacting the School Executive Director or Instructional Leader.

Salida del Sol Academy expressly prohibits a form of retaliation including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of Salida del Sol Academy. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: the employee's immediate supervisor, or Executive Director. Supervisors, managers and staff who receive complaints of retaliation must immediately inform the Executive Director.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Executive Director and a member of Salida del Sol Academy management will conduct or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

Adopted: January 31, 2017

## **COBRA Benefits**

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the UnitedCare health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Salida del Sol Academy group rates plus an administration fee. Salida del Sol Academy or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Salida del Sol Academy health insurance plan. The notice contains important information about the employee's rights and obligations.

Adopted: January 31, 2017



## Social Security/Medicare

If you are a full time regular employee contributing to Teachers Retirement System of Colorado, your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected. Under the Social Security Law, there are hvo ways your Social Security benefit may be affected.

1. Windfall Elimination Provision
2. Government Pension Offset

For further information, please contact the Social Security office.

Salida del Sol Academy withholds income tax from all employees' earnings and participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

Adopted: January 31, 2017

## **Disability Accommodation**

Salida del Sol Academy is committed to complying with all applicable provisions of federal, state and local laws prohibiting discrimination on the basis of disability. It is Salida del Sol Academy policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, Salida del Sol Academy will provide reasonable accommodations to a qualified individual with a disability who has made Salida del Sol Academy aware of his or her disability, provided that such accommodation does not constitute an undue hardship on Salida del Sol Academy. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Executive Director.

Salida del Sol Academy encourages individuals with disabilities to come forward and request reasonable accommodation. Consistent with the non-discrimination in employment policy, all students of Salida del Sol Academy are admitted, are accorded rights and privileges, and have access to programs and activities made available to them at Salida del Sol Academy in a non-discriminatory manner. Salida del Sol Academy does not discriminate in the administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered programs. All testing and evaluation materials and procedures used for the purpose of evaluation, testing, assessments and/or for placement of children with disabilities are selected and administered so as not to be discriminating.

Adopted March, 2015

## FACULTY EVALUATION PROCESS

Salida del Sol Academy will develop its own teacher evaluation process. The process will be equal to or more rigorous than the state teacher evaluation instrument. The process will include internal performance standards such as ongoing coaching, mentoring, and feedback throughout the year. The SDSA evaluation instrument will consist of the following components:

- 1) A concise and clear rubric of key teacher evaluation indicators that demonstrate areas of mastery,
- 2) Annual goal setting with input from the teacher and administrative supervisor,
- 3) Professional development that is individualized and aligned to annual goals, key evaluation indicators, and a school-wide initiative to increase the quality of instruction and student achievement,
- 4) Informal observations and prompt feedback,
- 5) Teacher self-evaluation,
- 6) Two formal evaluation conferences to review performance and offer feedback with the administrative supervisor,
- 7) Informal Mentor teacher observations, conferences and feedback, and
- 8) Student academic progress.

Revised and Adopted: February 17, 2017

## **Qualifications of Substitute Staff and Screening**

Salida del Sol Academy accepts substitute applications on an on-going basis for teachers. In order to be qualified, substitutes must have either a one (1), three (3) or five (5) year substitute license from the Colorado Department of Education or a four-year college degree combined with a satisfactory background check. Credentials must be submitted to the administrative assistant responsible for substitutes prior to the first day of work.

Adopted: January 31, 2017

## Nepotism

Salida del Sol Academy permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of Salida del Sol Academy, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. Salida del Sol Academy will use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor to subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. That is, if in the opinion of Salida del Sol Academy, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

Adopted March, 2015

## Contracts and Salary Model

- A. Salaries are based on teacher services necessary for the operation of the school for the regular school term, including all scheduled days on the officially adopted school calendar. Make up of days when school is closed due to snow or other natural causes are part of the regular school term. Such services include days scheduled for teacher activities when pupils are not in attendance, as well as generally recognized and accepted services incidental to the operation of the school.
8. Employees are hired based on the current salary model. Steps are awarded for up to nine years of teaching experience (Step 10) on a one-to-one ratio. Credit for columns past the bachelor's degree is given for graduate level coursework only upon hire.
- C. Teachers must present evidence of college work completed for salary schedule placement in the form of official transcripts from the institution(s) where the work was completed. These transcripts become a part of the permanent personnel file of the teacher in the administrative office.
- D. Step and column placement adjustments will be made once each year effective with the August 31 payroll. Please see the sections pertaining to the horizontal and vertical advancement on the salary schedule.
- E. Vertical (step) advancement on the Salary Schedule - in order to be eligible for vertical step advancement in August, a teacher must have been under contract a minimum of one semester of the previous year and received an acceptable evaluation.
- F. Column Moves/Advancement. Column moves are based on the following:
1. Graduate level courses. The model is based on semester hours; quarter hours are converted to semester at the rate of 2/3 credit for each hour earned.
  2. Classes/workshops for CDE credit that are approved by the Director before the class begins. Employees must submit a pre-approved Request for Consideration of Non-Graduate Level Coursework for Column Movement and a copy of the CDE certificate for the column movement to occur. (It is important to note that many districts will not accept the transfer of COE workshop credits for their salary schedules. So, it may be to the employee's advantage to pay for graduate credits rather than COE recertification credits.)
  3. Column movements for the school year are based on any classes taken through the spring semester of the previous school year.
  4. Each year, employees are asked to submit information regarding their column movement for the upcoming year. This information must be submitted by the deadline to be included in the budget and for the contract amount to be adjusted. Adjustments will take place with the first payroll in August, provided all documentation (official transcripts/ CDE certificates) has been submitted by August 15.
  5. Teachers are responsible for verifying their own placement on the salary schedule. On occasion a teacher may be improperly placed resulting in an overpayment or underpayment of compensation. The school or the teacher will immediately notify the other if either becomes aware of the misplacement. An adjustment or repayment may be made, as determined by the Director, but only for amounts accrued or overpaid during the current school year. In no event shall any claim by the teacher or the school for overpayment or underpayment be recognized for prior school or contract years.

## SALIDA DEL SOL ACADEMY POLICY FOR PROFESSIONAL DEVELOPMENT

Salida del Sol Academy expects all employees to maintain necessary certifications and skills for optimum job performance. The Board of Directors encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development and operation of the school.

The Board recognizes that the key to a quality professional development program is one that facilitates, promotes and nurtures continuous learning and continuous improvement in student academic goals. We encourage job-embedded learning opportunities, study groups, seminars, workshops, in-classroom coaching, conference attendance, participation in committees, and additional coursework.

Employees will be allowed with administrative approval to attend professional development programs during the school year work schedule. A participant in a school work day professional development program must provide evidence that the program is a job-embedded learning opportunity.

Adopted: February 17, 2017

## **STUDENT POLICIES**

1. Age Requirement and Admission to Kindergarten (Adopted, May 2013)
2. Equal Educational Opportunities for Students (Adopted, April 2013)
3. Student Academic Advisor and Required Individual Academic Program (Charter Application, pgs. 13, 46-47, 127, July 2013)
4. Reporting Child Abuse/ Child Protection (Adopted, May 2013)
5. Procedures for Reporting Child Abuse/Neglect (Adopted, May 2013)
6. Student Transportation Policy (Adopted, June 2016)
7. Student Dress Code (Adopted, May 2013)
8. Truancy (Adopted, May 2013)
9. Student Suspension, Expulsion and Denial of Admission (Adopted, May 2013)
10. Student Suspension, Expulsion and Denial of Admission Procedures (Adopted, May 2013)
11. Students with Exceptional Needs (Charter Application, p. 120--124, July 2013)



## **Student Policies**

### **Age Requirements and Admission to Kindergarten**

A child must be five (5) years of age on or before June 1 for admission into kindergarten at Salida del Sol Academy.

A child must be six (6) years of age on or before June 1 for admission into the 1<sup>st</sup> Grade at Salida del Sol Academy.

Parents/guardians must provide a birth certificate or legal statement of proof of birth/age for a child.

**Approved / Adopted: May 1, 2013**

## **STUDENT POLICIES**

### **Equal Educational Opportunities for Students**

It is the policy of Salida del Sol Academy that every student be afforded equal educational opportunities regardless of race, color, ancestry, creed, sex, sexual orientation, religion, national origin, marital status, disability or need for special education services. As prescribed by law, the School shall not illegally discriminate regarding access to or participation in any educational program or activity conducted by the School.

Adopted/Approved: April 24, 2013

## **STUDENT ACADEMIC ADVISOR**

Each student at Salida del Sol Academy will be assigned an academic advisor. Most often the advisor will be the classroom teacher. But every teacher in Salida del Sol Academy will be assigned a group of students whom they will assist with their Individual Academic Program (!AP). Every student in the school will develop and !AP. The !AP will follow the student throughout their years at Salida del Sol Academy. The IAP will assist the classroom teacher with the evaluation of a student's academic progress, establishment of learning goals, and development of areas of passion. The IAP will be developed with the student and parental input at an annually scheduled conference.

Charter Application, pgs. 13, 46-47, July 2013

## **Student Policies**

### **Reporting Child Abuse I Child Protection**

It is the policy of the Directors of Salida del Sol Academy that the school complies with the Child Protection Act.

To that end, any school official or employee who has reasonable cause to know or suspect that a child has been subjected to abuse or neglect or who has observed a child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, as defined by statute, shall immediately upon receiving such information report or cause a report to be made 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.

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

The Board of Directors shall provide periodic inservice programs for all employees in order to provide them with information about the Child Protection Act, to assist them in recognizing and reporting instances of child abuse and to instruct them on how to assist victims and their families.

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

#### Legal References:

- C.R.S. §19-1-103 (l) (definition of child abuse or neglect)
- C.R.S. §19-3-102 & 103 (definition of neglected or dependent child)
- C.R.S. §19-3-304 (persons required to report)
- C.R.S. §10-3-309 (immunity from liability for persons reporting)
- C.R.S. §22-32-109 (l)(z) (providing inservice for employees)

**Approved/ Adopted: May 14, 2013**

## Student Policies

### Procedures and Definitions: Reporting Child Abuse/Neglect

1. Definition of abuse or neglect:

Child abuse or neglect is defined in state statute as "an act or omission which seriously threatens the health or welfare of a child." Specifically, this refers to:

- a. Evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling or death and such condition or death which is not justifiably explained or where the history given concerning such condition or death is at variance with the condition or the circumstances indicate that the condition may not be the product of an accidental occurrence.
- b. Any case in which a child is subject to unlawful sexual behavior as defined in state statute.
- c. Any case in which a child is in need of services because the child's parents, legal guardians or custodians fail to take the same actions to provide adequate food, clothing, shelter, medical care or supervision that a prudent parent would take.
- d. Any case in which a child is subjected to emotional abuse which means an identifiable and substantial impairment of the child's intellectual or psychological functioning or development or a substantial risk or impairment of the child's intellectual or psychological functioning or development.
- e. Any act or omission described as neglect in state statute as follows:
  - i) A parent, guardian or legal custodian has abandoned the child or has subjected him/her to mistreatment or abuse or allowed another to mistreat or abuse the child without taking lawful means to stop such mistreatment or abuse and prevent it from recurring.
  - ii) The child lacks proper parental care through the actions or omissions of the parent, guardian or legal custodian.
  - iii) The child's environment is injurious to his/her welfare.
  - iv) A parent, guardian or legal custodian fails or refuses to provide the child with proper or necessary subsistence, education, medical care or any other care necessary for his /her health, guidance or well-being.

- v) The child is homeless, without proper care or not domiciled with his/her parent, guardian or legal custodian through no fault of such parent, guardian or legal custodian.
- vi) The child has run away from home or is otherwise beyond the control of his/her parent, guardian or legal custodian.
- vii) A parent, guardian or legal custodian has subjected another child or children to an identifiable pattern of habitual abuse and the parent, guardian or legal custodian has been the respondent in another proceeding in which a court has adjudicated another child to be neglected or dependent based upon allegation of sexual or physical abuse or has determined that such parent's, guardian's or legal custodian's abuse or neglect caused the death of another child; and the pattern of habitual abuse and the type of abuse pose a current threat to the child.

## 2. Reporting Requirements

Any school employee who has reasonable cause to know or suspect that any child is subjected to abuse or to conditions that might result in abuse or neglect must immediately upon receiving such information report such fact to the Weld County Department of Social Services. The employee must follow any oral report with a written report sent to the appropriate agency.

In cases where the suspected or known perpetrator is a school employee, the report should be made to the law enforcement agency.

If a child is in immediate danger, the employee should call 911. "Immediate,, refers to abuse that occurs in the employee's presence or has just occurred.

The employee reporting suspected abuse/neglect to social services or law enforcement officials must inform a school administrator as soon as possible orally or with a written memo. The ultimate responsibility for seeing that the oral and written reports are made to social services or law enforcement agencies lies with the school official or employee who had the original concern.

## 3. Contents of the Report

The following information should be included to the extent possible in the initial report:

- a. Name, age, address, sex and race of the child.
- b. Name and address of the child's parents, guardian and/or persons with whom the student lives.

- c. Name and address of the person, if known, believed responsible for the suspected abuse or neglect.
- d. The nature and extent of the child's injury or condition as well as any evidence of previous instances of known or suspected abuse or neglect of the child or the child's sibling - all with dates as appropriate.
- e. The family composition, if known.
- f. Any action taken by the person making the report.
- g. Any information that might be helpful in establishing the cause of the injuries or the condition observed.

It is helpful if the person reporting suspected abuse/neglect is prepared to give documentation. Thus, noting details of observations is important. It is permissible for the school official or employee to conduct a preliminary non- investigation inquiry of any injury or injuries under the following conditions:

- a. School personnel may inquire of the child how an injury occurred. Leading and/or suggestive questions should be avoided. School personnel may not contact the child's family or any other person suspected of causing the injury or abuse to determine the cause of the suspected abuse or neglect.
- b. A school employee's reasonable cause to suspect that the child has been subjected to abuse or neglect may arise from a child's vague or inconsistent response to such an injury or from an explanation which does not fit the injury.
- c. All efforts must be made to avoid duplicate or numerous interviews of the victim.

#### 4. After filing reports

After the report is made to the agency, school staff members will cooperate with social services and law enforcement in the investigation of alleged abuse or neglect. The school will report any further incidents of abuse to the agency's representative.

As the case is being investigated, the school will provide supportive aid and counseling services for the child.

Once a report of child abuse is given to the agency, the responsibility for investigation and follow-up lies with the agency. It is not the responsibility of the school staff to investigate the case. Therefore, the school staff will not engage in the following activities:

- a. Make home visits for investigative purposes.

- b. Take the child for medical treatment. (This does not preclude taking action in an emergency situation.)
- c. Convey messages between the agency and the parents/guardians.

Authorized school personnel may make available to agency personnel assigned to investigate instances of child abuse the health or other records of a student for such investigative purposes.

5. Guidelines for consideration

- a. If any school employee has questions about reasonable cause of child abuse and the need for making a report, the employee may consult with a school administrator or designee (often a school counselor is the designee). If the administrator or designee is not available, a direct call to the county department of social services about concerns is advisable.

NOTE: Consultation with another school employee will not absolve the school employee of the responsibility for reporting child abuse.

- b. In an emergency situation requiring retention of the child at the school building due to fear that if released the child's health or welfare might be in danger, it should be observed that only law enforcement officials have the legal authority to hold a child at school.
- c. When a school official or employee has a question about the thorough investigation of suspected abuse/neglect following the filing of a report, the employee or official should contact the Director of Salida del Sol Academy or his/her designee.
- d. While all school officials and employees are reminded of their legal responsibility to report suspected cases of abuse or neglect, they may be assured that reports will be investigated by trained professionals and that there are more supportive and therapeutic treatment alternatives available for parents/guardians, and/or other persons with whom the student lives than there have been in the past.
- e. The confidential nature of information pertinent to child abuse or neglect cases is a matter to be emphasized both legally and humanely.

Legal Reference:

C.R.S. §18-3-412.5 (1)(b) (definition of unlawful sexual behavior)

**Approved/ Adopted: May 14, 2013**



SALIDA de! SOL ACADEMY

TRANSPORTATIONPOUCY

Policy Regarding Student Transportation

Salida del Sol Academy's transportation policy is designed to transport students to school and back to designated pick-up points and to extracurricular events in a safe efficient and economical manner using safety index guidelines.

The school shall operate its own buses and other types of vehicles as needed and may also contract with qualified and licensed carriers for transportation services. The school at times may pennit licensed adults to transport students to and from school--sponsored events.

In order to assure the most appropriate and safe travel for students SDSA employees will adhere to the following:

- The school shall not rent/use vans with a capacity greater than 10 occupants (including the vehicle operator) for the transport of personnel or students.
- Employees or other adults who transport students to activities must file proof of insurance and a copy of their driver license with the school Director.
- Appropriate pennission slips must be on file for field trips that require transportation. (Typically, trips involving athletics do not require a permission slip if the students are being transported in a school owned vehicle.)

Adopted/Approved: June 2016

## Student Policies

### Student Dress Code

A safe and disciplined learning environment is essential to a quality educational program. Standards on student attire are intended to encourage school pride and unity, and thereby help students concentrate on schoolwork, reduce discipline problems, and improve school order and safety.

Salida del Sol Academy will require students to dress in a uniform manner. It is our desire to solicit input from the school Accountability Committee and from parents before making a decision on the type of uniform to be worn by our students. This decision will be made several months prior to the opening of the school thus allowing parents advanced notice regarding school wear.

*Adopted: May 2013*

Step	BA	BA 12	BA24	BA48	MA	MA24	MA48	MAGO	PhD
1	3700 0	37800	38600 0	3940	40400	41200	42000	42800	43800
2	3850 0	39300	4010 0	4D90 0	41900	42700	43500	44300	45300
3	3950 0	40300	41100	<b>41900</b>	<b>42900</b>	43700	44500	45300	46300
4	4050 0	<b>41300</b>	<b>42100</b>	<b>42900</b>	<b>43900</b>	44700	45500	46300	47300
5	<b>41500</b>	<b>42300</b>	43100 0	4390	44900	45700	46500	47300	<b>48300</b>
6	4250 0	43300	44100 0	4490	45900	46700	47500	<b>48300</b>	49300
7	4350 0	44300	45100	<b>45900</b>	<b>46900</b>	47700	48500	49300	50300
8	4450 0	<b>45300</b>	46100 0	4690	47900	48700	49500	50300	51300
9	<b>45500</b>	<b>46300</b>	47100 0	4790	48900	49700	50500	<b>51300</b>	52300
10	4650 0	47300	48100 0	4890	<b>49900</b>	50700	51500	52300	53300
11	4750 0	48300	49100	<b>49900</b>	50900	51700	52500	53300	54300
12	4850 0	49300	50100 0	5D90	51900	52700	53500	54300	55300
13	4950 0	50300	51100 0	5190	52900	53700	54500	55300	56300
14	5050 0	51300	52100	<b>52900</b>	53900	54700	55500	56300	57300

15	5150 0	<b>52300</b>	53100 0	5390	54900	55700	56500	57300	58300
16	<b>51500</b>	<b>52300</b>	53100 0	5390	55900	56700	57500	58300	59300
17	5150 0	52300	53100 0	<b>53900</b>	<b>56900</b>	<b>57700</b>	58500	<b>59300</b>	60300
18	5150 0	52300	53100 0	5390	57900	58700	59500	60300	61300
19	<b>51500</b>	<b>52300</b>	53100 0	5390	58900	59700	60500	61300	62300
20	5150 0	52300	53100 0	5390	59900	60700	61500	62300	63300

## Student Policies

### Truancy

If a student is absent without an excused signed by the parent/guardian or if the student leaves school or a class without permission of the teacher or administrator, the student shall be considered truant. In accordance with law, a student is deemed "habitually truant" when he/she is of compulsory attendance age and has four or unexcused absences from school in any month or 10 unexcused absences during any school year. Absences due to suspension or expulsion shall not be counted in the total of unexcused absences.

When the school is aware that criteria exist to designate a student as habitually truant, the school shall refer the student and his/her parent/guardian to the Weld County Judicial System, the Weld County Juvenile Assessment Center and/or the Weld County District Attorney's Juvenile Diversion Unit.

In order to reduce the incidents of truancy, parents/guardians of all students shall be notified in writing at the beginning of the school year of their obligation to ensure that all children of compulsory attendance age attend school. Parents/guardians shall be required to acknowledge in writing awareness of their obligations and to furnish the school with a telephone number or other means of contacting them during the school day.

The school shall establish a system of monitoring individual unexcused absences. When a student fails to report on a regularly scheduled school day and school personnel have received no indication that the parent/guardian is aware of the absence, school personnel or volunteers under the direction of school personnel shall make a reasonable effort to notify the parent/guardian by telephone.

A plan shall be developed for a student who is at risk of being declared habitually truant with the goal of assisting the child to remain in school. When practicable, the student's parent, guardian, or legal custodian shall participate with school personnel during the development of the plan. Appropriate school personnel shall make reasonable efforts to meet with the parent, guardian, or legal custodian to review and evaluate the reasons for the student's truancy.

#### Legal References:

C.R.S. §22-33-104 (compulsory school attendance)

C.R.S. §22-33-105 (suspension/ expulsion)

C.R.S. §22-33-107 (enforcement of compulsory school attendance) I CCR 302-67, Rule 2.01 (7) (definition of a dropout student)

I CCR 301-78 Rules 1.00 et seq. (standardized calculation for student attendance)

**Approved/ Adopted: Mkf 2013**

## **Student Policies**

### **Student Suspension / Expulsion / Denial of Admission**

The Board of Directors of Salida del Sol Academy shall provide due process of law to students, parents/guardians and school personnel through written procedures consistent with law for the suspension or expulsion of students and the denial of admission. Except as otherwise provided by law or policy, expulsion should be the last step taken after several attempts to deal with a student with discipline problems.

#### Definitions:

"Suspension" means the exclusion of a student from attending school and participating in school activities, on or off school grounds, for a specified and limited period of time not to extend beyond 25 school days.

"Expulsion" means the exclusion of a student from attending school (except for a district provided expelled student programs), and participating in school activities, on or off school grounds, for a specified period of time not to extend beyond one calendar year.

"Student with a Disability" means a student for whom a determination of disability has been made by a properly constituted multidisciplinary team.

"Parent" means a student's parent, guardian, or legal custodian.

"Administrator" means Director, Instruction Leader, Assistant Instructional Leader, or designee.

"School" means Salida del Sol Academy.

#### Suspension Authority

The Board of Directors delegates to the school administrators the power to suspend a student for not more than five (5) school days on the grounds stated in Section 22-33-106(1)(a), (1)(b), (1)(c), or (1)(e) C.R.S. or not more than ten (10) school days on the grounds stated in Section 22-33-106(1)(d) C.R.S., unless expulsion is mandatory. Any student suspended for more than ten school days shall be given the opportunity to request a review of the suspension by the Director or his or her designee.

The Board of Directors delegates to the Director of Salida del Sol Academy the authority to suspend a student for an additional ten (10) school days, plus no more than an additional five (5) days if necessary in order to present the matter to the Board of Directors. In no case shall a student be suspended for more than twenty-five (25) school days per disciplinary incident.

## Grounds for Suspension or Expulsion

A student enrolled in Salida de] Sol Academy may be suspended or expelled for the following reasons:

1. Continued willful disobedience or open and persistent defiance of proper authority.
2. Willful destruction or defacing of school property.
3. Behavior on or off school property, including bus stops, which is detrimental to the welfare or safety of other students or school personnel, including behavior which creates a threat of physical harm to the student or other students. However, if the student who creates such a threat has been determined by a properly constituted multidisciplinary team to have a disability (has an individual education plan or a 504 plan); he or she may not be expelled if the actions creating such a threat are a manifestation of such student's disability. Nothing in this paragraph shall be construed to limit the school's authority to suspend a student with a disability for a length of time consistent with federal law.
4. Declaration of the student as a habitually disruptive student, pursuant to Section 22-33-106(I)(c.5)(1) and (II) C.R.S., meaning a child has been suspended three times during the school year for causing a material and substantial disruption in the classroom, on school grounds, on a school vehicle, or at school activities.
5. Repeated interference with the school's ability to provide educational opportunities to other students.
6. The commission of any act that if committed by an adult would be robbery or assault as defined by state law. Expulsion shall be mandatory for such acts, except that expulsion is not mandatory for an elementary school student if that student's conduct would constitute third degree assault as defined by Colorado law.
7. Carrying, bringing, using, or possessing a dangerous or deadly weapon, or weapon facsimile, without the authorization of the school. Dangerous or deadly weapons include, but are not limited to:
  - a. Firearms, loaded or unloaded, including pistols, revolvers, rifles, or shotguns.
  - b. Knives. A fixed-blade knife with a blade that measures longer than three inches in length or a spring-loaded knife or one that can be opened by applying pressure to the handle or a pocket knife with a blade longer than three and one-half inches; or any knife or object used for cutting, regardless of length, which the student uses or is used in a manner that creates a threatening situation;
  - c. Air guns, any pellet or BB gun or other device, whether operational or not, designed to propel projections by spring action or compressed air/

- d. Brass knuckles or artificial knuckles of any kind;
  - e. Bludgeons;
  - f. Any other weapon, device, instrument, or substance, whether animate or inanimate, which in the manner it is used or intended to be used, is capable of producing death or serious bodily injury, unless the student, in good faith, notifies a teacher, administrator, or other authorized personnel in the school as soon as possible and delivers the dangerous weapon to school personnel;
  - g. In accordance with federal and state law, expulsion shall be for one calendar year for any student who is determined to have brought a firearm to school without authorization of the school. The Director may reduce the length of this required expulsion period on a case-by-case basis. Any student bringing a firearm to school shall be referred to appropriate law enforcement officials. For purposes of this paragraph, a firearm means:
    - (1) any weapon, including a starter gun, which will or is designed to or may be converted to expel a projectile by the action of an explosive; or
    - (2) the frame or receiver of any such weapon; or
    - (3) any firearm muffler or firearm silencer; or
    - (4) any destructive device, which includes any explosive, incendiary, or poison gas, bomb, or grenade; or
    - (5) any facsimile which could reasonably be mistaken for one or more of the items described in paragraphs g.(1-4) above.
8. Violation of the school's substance abuse policy.
9. Other serious violations as determined by the school administration, occurring in the school building, on school property, or at a school event.
10. Failure to comply with the immunization requirements as specified in Colorado law and school policy unless a bona fide medical or religious exception applies. Any suspension or expulsion for such failure to comply shall not be recorded as a disciplinary action but may be noted in the student's permanent record with an appropriate explanation.

### Grounds for Denial of Admission

Admission to Salida del Sol Academy may be denied a student for the following reasons:

- 1. Failure to meet the requirements of age. A child must be 5 on or before June 1 for admission into kindergarten. A child must be 6 on or before June 1 to be admitted to the 1<sup>st</sup> grade.
- 2. Having been expelled from any school during the preceding 12 months.
- 3. Behavior in another school during the preceding 12 months that is detrimental to the welfare or safety of the other students or of school personnel.

4. Failure to comply with the immunization requirements of Colorado law and school policy. Unless a bona fide medical or religious exception applies.

Denial of Admission to an expelled student who is adjudicated a juvenile delinquent:

Salida del Sol Academy shall deny admission to an expelled student who:

1. is adjudicated a juvenile delinquent;
2. is given a deferred judgment, or
3. is placed in a diversion program

for a crime which IS also the grounds for his or her expulsion if admission would be made to Salida de! Sol Academy.

Salida del Sol Academy shall deny admission to a student who has been charged with a crime or violence and

1. the student's victim attends the school, or
2. the victim's relative attends, or
3. the victim's relative is an employee.

### **Expulsion Authority / Denial of Admission Authority**

Unless otherwise determined by the Board of Directors, the board delegates to the Director, or a designated hearing officer, the authority to deny admission to, or expel, a student. The expulsion will be for any period not extending beyond one calendar year. The Director must act in accordance with the limitations imposed by Title 22, Article 33, of the Colorado Revised Statutes, when determining that a student does not qualify for admission to, or continued attendance in, Salida del Sol Academy. If the Board of Directors designates a person as a hearing officer, such hearing officer shall prepare findings of fact and recommendations for the Director at the conclusion of the hearing.

The Director shall render a written opinion in the expulsion matter within five school days after the hearing.

### **Expulsion for Crimes of Violence**

Whenever school officials are notified by appropriate authorities that a student at least twelve years of age but under eighteen years of age is alleged to have committed an offense that would constitute unlawful sexual behavior as defined in C.R.S. 16-22-102(9) or a crime of violence if committed by an adult, a determination, pursuant to C.R.S. 22-33-105(5), shall be made as to whether proceedings shall be initiated for immediate expulsion.

The board, Director, or a school administrator, at his or her discretion, may wait until the conclusion of the court proceedings to consider expulsion, in which case it shall be the



responsibility of the school to provide an alternative educational program for the student during the interim period.

### Support Services for Students At Risk of Suspension or Expulsion

Salida del Sol Academy will implement a program to identify students who are at risk of suspension or expulsion from school. This may include those students who have been or are likely to be declared habitually truant or are likely to be declared habitually disruptive. The school shall provide students who are identified as at risk of suspension or expulsion with necessary support services to help them avoid expulsion. This may include working with the student's parents or local and state government agencies and community-based organizations to provide the identified services. The failure of the school to identify a student for participation in an expulsion-prevention program or the failure of such a program to remedy a student's behavior shall not be grounds to prevent school personnel from proceeding with appropriate disciplinary measures or used in any way as a defense in an expulsion proceeding.

### Alternative to Suspension

As an alternative to suspension, the administrator at his or her personal discretion may permit the student to remain in school with the consent of the student's teachers if the parent attends class with the student for a period of time specified by the administrator or designee. If the parent does not agree or fails to attend class with the student, the student shall be suspended in accordance with the accompanying regulations.

This alternative suspension shall not be used if expulsion proceedings have been or are about to be initiated or if the administrator or designee determines that the student's presence in school, even if accompanied by a parent, would be disruptive to the operations of the school or be detrimental to the learning environment.

### Annual Report

Salida del Sol Academy will compile a summary of suspensions and expulsions to be submitted as a part of the annual report to the state board of education in a manner and by a date specified by rule of the state board.

### Legal References:

C.R.S. § 22-32-109(1)(w)

C.R.S. § 22-33-105, 106, and 108

C.R.S. § 22-33-202

C.R.S. § 25-907

**Approved/ Adopted: May 1, 2013**

## Student Policies

### Student Suspension/ Expulsion/ Denial of Admission Procedure

#### Definitions:

1. Suspension means the exclusion of a student from attending school and participating in school activities, on or off school grounds, for a specified and limited period of time not to extend beyond 25 school days.
2. Expulsion means the exclusion of a student from attending school (except for a district-provided expelled student program) and participating in school activities, on or off school grounds, for a specified period of time not to exceed beyond one calendar year.
3. Students with Disabilities means students for whom a determination of disability has been made by a properly constituted multidisciplinary team.
4. Parent means a student's parent, guardian, or legal custodian.
5. Administrator means the principal/instructional leader, assistant principal/Vassistant instructional leader or designee.

#### Suspension Procedures

1. The student shall be given oral or written notice of the charges against the student., which must be one of those set forth as grounds for suspension and expulsion.
2. The student will be given an explanation of the evidence which the school authorities have and will be provided an opportunity to make a statement on his or her behalf. This shall not include the right to secure counsel, to confront and cross-examine witnesses, or to call witnesses to verify the student's version of the incident
3. If the circumstances preclude the opportunity for the informal hearing described above, the Administrator may suspend a student prior to the hearing, but must provide such opportunity as soon as practicable.
4. If, after the hearing, the Administrator determines that the student is not guilty of the charges under the guidelines for suspension, all records of the incident are to be destroyed.
5. If a decision is made to suspend a student, the student and parent will be notified verbally by the Administrator, and within one school day of the suspension, the Administrator shall send a letter to the parent and the student explaining the action taken and the grounds for the suspension, stating the days during which the suspension will be in effect.
6. A suspended student shall be required to leave the school grounds immediately after the parent and the Administrator have determined the best way to transfer custody of the student to the parent or designated representative.
7. Law enforcement authorities may be involved in removal of students in accordance with state law when there are reasonable grounds to believe that the

- student has committed a delinquent act by violation of any statute, county or municipal ordinance, or lawful order of the juvenile court.
8. The Administrator shall determine whether the student is or has been receiving special education services or is on a 504 Plan. If the student is receiving special education services or is on a 504 Plan, then Special Education Services must be notified of the name of the student, length of suspension and cumulative days of suspension for the school year.
  9. Nothing contained in this administrative procedure shall prevent the Administrator from arranging for a parent, if necessary, to attend the meeting with the student at which the notice of charge given and a hearing is held, provided that in the judgment of the Administrator it is in the best interests of the school and the student to do so and that the meeting can be conveniently arranged.
  10. By statute, a school official shall not use a student's written statement regarding an act that the student is alleged to have committed that could result in mandatory expulsion unless the statement or admission is signed by the student and a parent, or a parent is present with the student when a student signs the statement or admission.
    - a. Exceptions: 1) If the student and parent, after full advisement of the student's rights, expressly waive, in writing, the above requirement, or 2) If the student makes deliberate misrepresentations that affect the applicability of this requirement and the school official relies in good faith on the student's misrepresentation in obtaining the signed statement from the student
    - b. Parent Unavailable: 1) If, after a reasonable attempt (defined as calling all telephone numbers supplied to the school by the parent), the parent cannot be reached, or fails/refuses to be present when the student signs the statement of admission, the student cannot be forced to write or sign any statement of admission. However, the statute expressly states that "Nothing in this section shall be construed to prevent or interfere with a fact-finding or information-gathering investigation by a school or school employee." Therefore, the building administrator may obtain the statement orally, take extensive notes, and testify on such oral statements at the expulsion hearing.

### **Readmittance Procedures**

1. No pupil shall be readmitted until the parent and the suspending authority have met or until the parties mutually agree to review the suspension in order to assess the need to develop a remedial discipline plan. By mutual agreement, the parties may complete this process in a phone conference. If the Administrator cannot contact the parent of such student or if such parent repeatedly fails to appear for scheduled meetings, the Administrator may readmit the student.
2. The student must be provided an opportunity to make up schoolwork missed during the period of suspension. The amount of credit to be granted for the make-up work will be determined by the Administrator consistent with the guidelines published in the student handbook.

## Report to the Board of Directors Regarding Property Rights

The Administrator is to report immediately, in full and in writing, to the Director any serious infringement of property rights arising out of the incident leading to the suspension that may come to *his* or her attention.

## Expulsion and Denial of Admission Procedures

In the event that Salida del Sol Academy contemplates action denying admission to, or expelling, any student or prospective student, the following procedure will be followed.

1. Notice. No fewer than five calendar days prior to the date of the contemplated action, the Director or his/her designee will cause written notice of such proposed action to be delivered to the student and his or her parent. Such delivery may be made by United States mail addressed to the last known address of the student or his/her parent.
2. Emergency Notice. In the event it is determined that an emergency exists necessitating a shorter period of notice, the period of notice may be shortened provided that the student or his/her parent have actual notice of the hearing prior to the time it is held.
3. Contents of Notice. The notice will contain the following basic information:
  - a. A statement of the basic reasons alleged for the contemplated denial of admission or expulsion.
  - b. A statement that a hearing on the question of expulsion or denial of admission will be held if requested by the student or his/her parent within five school days after the date of the request for the hearing.
  - c. A statement of the date, time and place of the hearing in the event that one is requested.
  - d. A statement that the student may be present at the hearing and hear all information against him/her, that he/she will have an opportunity to present such information as is relevant and that he/she may be accompanied and represented by his/her parent and an attorney. If the student is to be represented by an attorney, the Director must be notified at least 48 hours prior to the scheduled hearing. If the School's attorney cannot attend the scheduled hearing, the hearing may be rescheduled at the option of Salida del Sol Academy.
  - e. A statement that failure to participate in such hearing constitutes a waiver of further rights in the matter.
4. Conduct of Hearing. The parent may request a hearing. Such hearing will be conducted in closed session and limited to those individuals deemed advisable by the hearing officer but including in all events the student, his/her parent and, if requested, an attorney. If so requested and deemed appropriate by the hearing officer, the hearing may be conducted in open session.

Testimony and information may be presented under oath. However, technical rules of evidence will not apply. The student or his/her representative may

question individuals presenting information; however, this shall not be construed as an opportunity for formal cross-examination. The hearing officer may consider and give appropriate weight to such information or evidence he or she deems appropriate.

A good faith effort by the School will be made to make a record of the proceedings. Audio recordings will be kept for two years. Parties may request copies of the audio recordings at their own expense, but preparation of written transcripts will be the requesting party's responsibility.

The hearing officer shall forward written factual findings and submit those findings and a recommendation regarding expulsion or denial of admission to the Director of Salida del Sol Academy. The Director will review the hearing officer's factual findings and recommendation and issue a written decision within five school days of the hearing.

#### Appeals of Expulsion Decision

Within five school days after the decision of the Director, the student may appeal the decision to the Board. Failure to request an appeal within five school days shall result in a waiver of the right to appeal and the Director's decision shall become final.

If an appeal is properly requested, the Board will review the findings of fact from the hearing and arguments relating to the decision. The student may be represented by counsel at the appeal. Representatives of the School and the parent or guardian may make a brief statement to the Board, but no new evidence may be presented unless such evidence was not reasonably discoverable at the time of the hearing. Members of the Board may ask questions for purposes of clarification of the record.

The Board will make a final determination regarding the expulsion or denial of admission of the student.

#### Crimes of Violence

The following procedures shall apply when the School receives notification that a student at least twelve years of age but under nineteen years of age has been charged in juvenile or district court with a crime of violence, as defined by state law. C.R.S. § 18-1.3-406 defines a crime of violence as:

- Use, possession or threat to use a deadly weapon
- Causing serious bodily injury or death to any other person except another participant in the crime
- Any crime against an at-risk adult or at-risk juvenile (a physically or mentally impaired adult or juvenile)

- Murder
- First or second degree assault
- Kidnapping
- Sexual assault
- Aggravated robbery
- First degree burglary
- Escape
- Criminal extortion
- Any unlawful sexual offense *in* which the defendant caused bodily injury to the victim or used threat, intimidation or force against the victim
- First degree arson
- Conspiracy to commit any of the above.

1. The student may be subject to suspension proceedings in accordance with the procedures of this policy.
2. As soon as practicable, the Board of Directors, School Director, or a designee shall conduct a hearing *in* executive session to determine the following:
  - a. whether the student's behavior was detrimental to the safety or welfare of other students, teachers, or school personnel; and
  - b. whether educating the student in school would disrupt the learning environment, provide a negative example for other students, or create a dangerous and unsafe environment for students, teachers, or other school personnel.
3. If the Board of Directors or the School Director or designee, in accordance with the above determinations, concludes that the student should not be educated *in* the school, the Board of Directors or the School Director shall determine whether sufficient grounds for expulsion exist to expel the student at that time. If sufficient grounds for expulsion exist, expulsion procedures may be initiated.
4. Alternatively, the Board or the School Director or designee may wait until the conclusion of the juvenile or criminal proceedings to consider the expulsion matter, in which case an appropriate alternative education program or a home- based education program shall be established for the student during the interim period. The student shall not be permitted to return to the school until there has been a disposition of the charges.
5. The student and parent shall be given prior notice of the hearing. Such notice shall include the following information:
  - a. The date, time and location of the hearing.
  - b. The student and his or her parent may be present at the hearing, and may be represented by legal counsel;
  - c. The hearing will be held before the Board of Directors, School Director, or a designee, however, the student has the right to have the hearing before the Board of Directors, and can invoke that right by making a timely objection; and
  - d. Testimony and information may be presented under oath and the student or his or her representative may question individuals presenting information, but the technical rules of evidence do not apply.

6. If a crime of violence is committed by a student with disabilities, the student shall not be expelled from school unless a properly constituted multidisciplinary team has determined that the student's conduct was not a manifestation of the student's disability. The multidisciplinary team shall follow the procedures set forth in paragraph 6 of the section "Students with Disabilities" of this administrative procedure.
7. Any information made available to the School regarding the details of the alleged crime of violence shall be used by the Board or School Director or designee for the purpose set forth in this administrative procedure, but all such information shall remain confidential unless the information is otherwise available to the general public by law.

### Students with Disabilities

The following procedures shall apply to all students with disabilities who are subject to suspension or expulsion.

1. Students with disabilities may not be suspended, expelled, or removed to an alternative setting in excess of ten school days during the same academic year (subject to the provisions of paragraph 8 of this section concerning students who bring a firearm to school) if: (a) the misconduct constituting grounds for suspension was determined not to be a manifestation of the disability, or (b) ten days of suspension have not accumulated following a properly constituted multidisciplinary team's reevaluation of the student's educational placement. For the purpose of this paragraph, «academic year" includes summer school only if it is part of a student's Individualized Education Plan (hereinafter IBP).

Following each such suspension, the Director or School Instructional Leader shall forward a copy of the letter of suspension to the Director of Special Education who shall monitor the frequency and nature of behavior causing the suspension. The Special Education Department shall monitor the total number of suspensions in order to determine the need to convene a manifestation hearing.

2. For purposes of this policy, when calculating the aggregate of prior suspensions, the special education teacher or administrator shall determine whether prior removals to alternative settings should be included in the calculation.
3. Regardless of the aggregate of prior suspensions of a student with disabilities, the Administrator may immediately remove the student from the situation if the student poses an immediate danger to the student or others. The Administrator may not, however, suspend or otherwise temporarily change the student's placement without a reevaluation meeting unless he or she obtains the written consent of the student's parent, or initiates a procedure through the special education administrator to obtain a court order restraining the child from attending school.

4. If a student with disabilities exhibits behavior which poses a threat of physical harm to the student or other students, the special education administrator shall, within ten days of the incident, arrange for a meeting of a properly constituted multidisciplinary team to reexamine the student's individual education plan and amend the program if necessary to ensure that the needs of the student are addressed in a manner or setting which is appropriate to the student's educational needs, is less disruptive to other students, and complies with the state and federal law.
5. A student with disabilities who exhibits behavior which poses a threat of physical harm to himself or herself or to other students, may be suspended in accordance with this policy and administrative procedure. If during the time the student is suspended a properly constituted multidisciplinary team has convened, the student shall be returned to the services determined by the team. If the team has not convened when the student returns to school, or if the student is not suspended for the incident, the student shall not be returned to the student's previous placement but shall be placed in an alternative setting within the school until the team has convened and determined the appropriate placement for the student. No student shall be placed in an alternative setting as described in the paragraph for longer than ten days unless the parent consents to a longer placement. The ten days shall include the days the student was suspended for the CUITent incident as well as the number of days of prior suspensions, which have occurred since the student's individual education program was last evaluated and substantially changed during that academic year.
6. If a crime of violence is committed by a student with disabilities, the student shall not be expelled from school unless a properly constituted multidisciplinary team has determined that the student's conduct was not a manifestation of the student's disability. The multidisciplinary team shall follow the procedures set forth in paragraph 6 of the section "Students with Disabilities" of this administrative procedure.
7. If suspension or expulsion is recommended for a student with disabilities and the aggregate of prior suspensions will exceed ten days due to the proposed suspension or expulsion, the special education administrator shall convene a properly constituted multidisciplinary team to determine whether the student was receiving an appropriate education in his or her current placement and whether the alleged misconduct is a manifestation of the student's disability. If verbal notice of the meeting of this team is the only notice received by the student's parent, the student's special education teacher and the Director of Salida del Sol Academy shall give such notice. Notice will include an explanation of the purpose and significance of the meeting and notice of the opportunities to have a representative present at the meeting and to request an impartial due process hearing to contest the determination of the team. If the team determines that the student's alleged misconduct was not a manifestation of his or her disability and



that the student was receiving an appropriate education, the suspension procedures may continue, unless the parent has requested an impartial due process hearing. If the team determines that the student was not receiving an appropriate education in his or her current placement or that the student's conduct was a manifestation of the student's disability, the suspension or expulsion proceedings shall be discontinued and the matter shall be referred to the properly constituted multidisciplinary team for a review of the student's present placement and consideration of a change in placement.

8. A student with disabilities who is expelled pursuant to this policy may be excluded from any public school. However, if the expelled student has been identified as disabled under the Individuals With Disabilities Act, as amended, and not solely pursuant to Section 504 of the Rehabilitation Act of 1973; a properly constituted multidisciplinary team will convene to determine how the appropriate services will be provided to the student during the expulsion period.
9. Disabled students carrying weapons to school or possessing, selling, or soliciting drugs may be removed to an alternative setting for the same amount of time as would be applied to a nondisabled student, but not for more than 45 days.

A hearing officer may order removal to an alternative setting for 45 days where the district/school demonstrates by substantial evidence that maintaining the student's current placement is substantially likely to result in injury to the student or others.

Either before, or when, ten days after any change in placement related to a disciplinary problem, the IBP team must meet to determine an appropriate alternative setting and to develop a behavioral assessment plan; or to review and modify an existing intervention plan, and review and modify the IEP where necessary.

Nothing in this procedure shall prohibit the IEP team from establishing consequences for disruptive or unacceptable behavior as part of the student's IEP. The plan shall be subject to all procedural safeguards established by the IEP process.

#### Students Not Identified as Disabled:

Students who have not been identified as disabled may be subject to the same disciplinary measures applied to children without disabilities if the School or District did not have "knowledge" of the disability.

The School and/or District has knowledge of the disability when:

- a. The parent/guardian has expressed concern in writing that the student needs special education.

- b. The student's behavior or performance has demonstrated such a need in accordance with applicable regulations.
- c. The parent/guardian has requested an evaluation in accordance with applicable regulations.
- d. The student's teacher or other School personnel have expressed concern about the student's behavior or performance to the school Administrator or a school counselor in accordance with the School's special education referral system.

If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation will be expedited.

10. Notwithstanding the various required procedures outlined in this section, a student who has been determined to be disabled solely due to his or her addiction to drugs or alcoholism, pursuant to Section 504 of the Rehabilitation Act of 1973, and who has not also been determined to possess one of the categorical disabilities listed in the individuals with Disabilities Education Act, may be suspended or expelled as would any student without a disability for the current illegal use of drugs or alcohol.

**Approved/ Adopted: May 1, 2013**

## **STUDENTS WITH EXCEPTIONAL NEEDS:**

### **Salida del Sol Academy**

It is our belief that all students can learn and can be successful in a dual language environment. Interventions will be available in both languages and provided in the language that is most appropriate to meet the individual student needs. Early intervention is essential to mitigating student academic difficulties.

Salida del Sol Academy will comply with federal and state statutes regarding the education of students who are in need of additional services. These include Title II of the Americans with Disabilities Act 1990 (ADA), Individuals with Disabilities Education Act (IDEA) 2004, and Section 504 of the Rehabilitation Act of 1974. As such we will provide a Free and Appropriate Public Education (FAPE) in the least restrictive environment (LRE) with their classmates without documented disabilities as deemed appropriate and allowed by each student's Individualized Educational Program (IEP).

Like all students at Salida del Sol Academy, students with IEPs will benefit from the rigorous instruction, individualized support, small-group literary instruction, and bilingual teachers. In order to provide the least restrictive environment, the Salida del Sol Academy model of serving special education students will be an inclusion model. That is, most students will receive in-class support from a special education teacher and differentiated instruction from their classroom teacher, in accordance with their IEP. This ensures instruction in a heterogeneous environment allowing for students to develop foundational knowledge, skills and social skills necessary for future success. If a student has a plan for Response to Intervention (RTI), they may be pulled out of the regular classroom at times as necessary for additional educational assistance or to accommodate an identified educational need.

Salida del Sol Academy will purchase special education services from Greeley-Evans School District 6. Because of our strong belief in the importance of having a fully bilingual staff, Salida del Sol Academy will place preference on hiring bilingual special educators. Professional staff development will be required of all personnel of Salida del Sol Academy. We will provide the same staff development in curriculum, bilingual-multicultural philosophy, and best practices for teaching dual languages for all teachers and educational assistants.

Salida del Sol will employ its own ELL teachers, a teacher for gifted and talented education, reading specialists, and an intervention coordinator.

Due to the diverse make up of our targeted student population we anticipate that students will arrive at school with a variety of school readiness skills. We plan to do home visits and pre-screening of students prior to the beginning of school. This should help us identify areas of concern that should be monitored during the first few months of a child's transition to Salida del Sol Academy.

There will be a transition team meeting for any student who enters the school with a pre-existing 504 Plan or IBP. The intervention coordinator will conduct grade level meetings on Monday afternoon staff meeting time to discuss any student concerns. Using teacher observations, a body of evidence, discussing a child's strength and weaknesses the team will assess whether or not interventions would be appropriate to meet the needs of a child. If the team deems it appropriate, a meeting will be scheduled with the parents of the child to discuss further interventions and specific educational needs.

### Response to Intervention (Rtl) Model

When we think of Rtl we usually have a vision of a student who is struggling with academic challenges. Those challenges may take the form of difficulties with the curriculum, but they may also come in the form of behavioral issues, speech and language concerns and students who need academic acceleration (gifted and talented) services.

Salida del Sol Academy believes that all students can be successful and achieve at levels of proficiency. And we believe that students should be grouped for instruction by skills and abilities, not necessarily by age or grade level. We understand that the students entering our school will come to us with a wide variance of academic and social skills. Teachers will receive professional development to assist them in identifying student needs and instructional delivery to meet those needs. The expectation is that 75% to 80% of the students will be successful and reach the identified levels of proficiency through daily classroom instruction.

When students need special assistance Salida del Sol will utilize a three-tiered Rtl **Model.**

#### Rtl: Tier I:

Rtl is designed as a problem-solving tool for the teacher to use when a student isn't performing up to expectations or when the student needs to be academically challenged. The teacher and a grade level team, which might at any time include the parent, will meet and identify specific, measurable outcomes and design interventions to address the concerns. The Rtl process fits perfectly into the Individual Academic Program that is developed for every student at Salida del Sol Academy. Teachers at Salida del Sol Academy will be expected to modify their instructional strategies to meet the needs of individual students. Teachers will utilize an array of data to analyze student progress and achievement. When a teacher becomes aware that a student is struggling with the curriculum (or is advanced beyond the curriculum) the teacher will bring that evidence to a grade level team meeting. The team will discuss instructional strategies that can be implemented by the classroom teacher to assist the student. The teacher will implement the agreed upon strategies, collect data and report back to the team at

their agreed upon time. For some students the time might be two weeks, while for others it could be a month to six weeks.

### **Rtl: Tier II:**

Technically, all students receive Tier I instruction, but students in need of supplemental intervention will receive Tier II. Tier II will be designed for students who fall below the established benchmarks/expectations and are at risk of falling further behind in their academic progress.

As in Tier I, the classroom teacher will document student data to be shared with the grade level team. The Rtl Coordinator will also be in attendance at Tier II meetings. The Tier II meeting will follow the described sequence. The classroom teacher will:

1. Present observations, assessment data and samples of student work.
2. Describe what strategies were implemented after the Tier I meeting and their effectiveness.
3. Identify the student's strengths and areas of concern.
4. Establish SMART goals (specific, measurable, attainable, relevant and time-bound) for the student. During the established time frame, the teacher will continue to record the strategies being implemented, student progress and outcomes.

The Rtl Coordinator will determine whether or not there is an established intervention group which would be appropriate for meeting the student's needs. If such a group is in place, the team may choose to place the student in that group for intervention.

At the end of the agreed upon time frame the classroom teacher will report back to the grade level team. The teacher will share the results of the applied instructional strategies and interventions. Was the SMART goal(s) met? If so, what worked? Did the student make progress? Is he/she continuing to demonstrate improvement? Will the student be meeting grade level expectations by the end of the school year?

If the teacher and the team agree that the student has made significant progress the intervention will be considered a success and the teacher will return to Tier I: observation and assessment of the student's progress.

If the teacher and the team agree that the student has not made progress, then it becomes necessary to discuss if it is appropriate to move the student into Tier III. If the team agrees that the student should be moved into Tier III, a meeting with the Rtl Coordinator, the teacher, the parent, the student (if appropriate) and support staff as needed should be scheduled.

### **Rtl: Tier III**

Tier III interventions are designed to address specific problems for which the student is in need of intensive intervention. A meeting with the teacher, Rtl

Coordinator, parent, student and appropriate support staff is held and the following action is taken:

1. What will be included in future interventions (procedures, strategies, expectations)
2. What materials and/or resources (including human resources) are needed and are they available
3. Who will be responsible for overseeing the interventions, preparing materials
4. What will be the intervention schedule (long term what days, when, where, personnel needed)
5. How will the interventions be monitored and measured; what is the timeline
6. How can the parent support and assist with this effort?

If the team determines that Tier III interventions are not helping the student be successful, the team will make a determination as to whether the school should proceed with a process to determine if the student qualifies for an IEP, ILP, or a 504 Plan.

### Students with Hearing/Speech/Language Concerns

Given that many academic delays in the early grades can stem from hearing loss or speech and language delays, we feel it is critical to provide screening services for these developmental issues early in the educational process. Teachers who have concerns regarding any of these issues with a student will immediately report that concern to the school nurse. If necessary the school nurse will schedule a screening for that student and not wait for the scheduled school district screening process.

Audiology, speech and language services will be purchased from Greeley-Evans School District 6.

### Gifted and Talented Education

Salida de Sol Academy supports comprehensive programming for the identification and education of the gifted and talented student. The Colorado Exceptional Children's Act defines gifted and talented students as those persons whose abilities, talents, and potential for accomplishment are so outstanding that they require special provisions to meet their educational needs. Programming for the educational and affective needs of these students is most effective when students are provided with challenging opportunities, intellectual stimulation, and differentiated curriculum as part of their school experience. The special affective needs of these students need to be addressed in a supportive school environment with teachers who understand the needs of gifted and talented students.

To this end, Salida del Sol Academy is committed to:

1. Hiring a part-time gifted and talented coordinator.
2. Developing and using an identification process that provides equitable access to screening for all students,
3. Providing identification guidelines based on a body of evidence that includes measures of intellectual ability, achievement, demonstrated performance, and behavioral characteristics.
4. Communicating identification procedures \With gifted and talented students and their parents.
5. Encouraging acceleration and enrichment beyond the basic curriculum.
6. Implementing a plan for to be met for an individual student needs through the student's Individual Academic Plan.
7. Identifying gifted and talented students from traditionallyunderserved populations of students. including minority students, economically disadvantaged students, culturally different students, students with Limited English Proficiency, and students with disabilities,

## **INSTRUCTIONAL POLICIES**

- I. Mission, Vision and Instructional Philosophy (Charter Application, p. 6-8, July 2013)
2. Use of Films / Supplemental Materials / Copyright Rules (Adopted, January 31, 2017)
3. Administrative Approval Form for Use of Films (Adopted, January 31, 2017)
4. Instructional Technology (Adopted, January 31, 2017)
5. Serving Second Language Learners (Charter Application, p. 125-127, July 2013)
6. Field Trips (Adopted, January 31, 2017)
7. Field Trip Permission Forms (Adopted, January 31, 2017)



# EXECUTIVE SUMMARY:

## Salida del Sol Academy

Salida del Sol Academy will serve students in kindergarten through eighth grade and will open in September of 2014. Salida del Sol Academy will use a dual language, multicultural teaching philosophy and curriculum in combination with the Gomez and Gomez Dual Language Enrichment model to serve a diverse student population in Weld County School District Six.

### *Our Mission*

Salida del Sol Academy will provide a supportive and challenging, personalized bilingual, multicultural education for students from kindergarten through eighth grade. Our students will demonstrate pride, self-confidence, and mutual respect and acquire an academic foundation necessary to become successful leaders.

### *Our Vision*

Salida del Sol Academy will be a small community with no intention of enlarging, where its smallness is considered a virtue, with the mantra, "each child is special." Each child will be assured of a safe, caring and challenging academic environment and where a kindergarten may encounter her\* 8<sup>th</sup> grade sibling in the hall or on the playground. She will be comfortable with her home language and increasingly comfortable with a second one as she hears and uses it in the classroom and in the halls. She will also learn to read and write in both languages, giving her tools both for enriching her life and as a competitive edge in further education and the world of work.

Each student will be identified, not with the year she enters, but the year she will graduate from high school, for high school beyond will be assumptions, and that any profession or livelihood, be it mechanic or research scientist, beautician or governor, is possible because of her education and depends upon her ambition, application and ownership. She will have mastered the Common Core Curriculum with both interesting and demanding classes and experiences. The purpose of her teachers as well as her parents is to be enablers.

It is our vision that she will learn to speak, read and write in more than one language. The earlier a child is exposed to a language not spoken in the home the easier it is for the child to fully grasp the second language and to speak without an accent. We believe that children are naturally inquisitive and playful. We want to take advantage of these childhood characteristics by instructing students in an engaging, active, challenging and interesting dual language setting. We also believe that children learn in a variety of ways. Our instructional methodology must address and stimulate different learning styles and modalities that are found within visual, auditory and kinesthetic learners.

It is our vision that the location of the school will provide the same opportunity of choice for parents in the area of Greeley as is provided in the more affluent parts of the city, for parents are integral to the success of the students and the school. Having chosen to enroll their children, they become part of the learning environment, encouraged-often required- to participate, thus making the school not only a part of but central to the surrounding community. We anticipate and welcome students from elsewhere in District 6 whose

parents choose the dual language opportunity and thus add to the cultural mix. The heterogeneity of the students offers a rich resource for meaningful multicultural activities relating to them personally, whether from European, Latin American, African or Asian family backgrounds, while learning also of those values which bind them as Americans, particularly American jurisprudence stemming from English law.

\*Generic; applies to both sexes.

### *Core Values*

In order to accomplish our mission and realize our vision to prepare students for success in high school, post-secondary education, and the bilingual workforce, and to build a strong bilingual community, we are committed to:

- establishing a school that will primarily serve the east side of the Greeley-Evans communities
- the belief that every child is special
- providing a learning environment where students become literate in two languages
- the belief that students and parents will make our school a success
- the belief that parents will be a vital part of our school community
- ensuring that all students become fluent in English and Spanish
- a trusting family environment where faculty, students, and parents will learn from and support each other
- treating all people with respect, dignity, and courtesy
- Salida del Sol Academy becoming a caring and supportive partner in the local community

### *Salida de/ Sol Academy Instructional Philosophy*

Salida del Sol Academy will emphasize individual instruction for all children, choice and responsibilities within limits, multi-age classrooms, peer-to-peer learning, and developmentally appropriate instruction.

Salida del Sol Academy will adopt and utilize the Gomez & Gomez Dual Language Enrichment (DLE) Model. This model is currently being implemented in over 600 schools across the states of Texas, Washington, Alaska, New Mexico, California, Kansas and Nevada.

The Gomez & Gomez DLE Model is both comprehensive and detailed, with many activities that take into account the academic and linguistic developmental growth of children developing their first language and adding a second language. For English-dominant learners, language arts and mathematics support their native language development in kindergarten through fifth grades, while science and social studies are learned in Spanish. Similarly, for the Spanish-dominant learners, science and social studies support their native language development, while mathematics is learned in English. Unlike most 50/50 and 90/10 DLE models, this model does not call for instruction in all subject areas in both languages. Instead, it requires that all learners regardless of language backgrounds learn certain subjects only in the minority language, while others are learned only in the majority language. The model's philosophy is that children can indeed learn subject matter effectively in either their first or second language,

given the use of appropriate instructional strategies and other activities that support, in particular, the second language in the respective subject area. Language arts are taught in both languages beginning in the second grade.<sup>1</sup>

The goal of our program is that its graduates will perform at or above grade level in both languages, regardless of each student's home language when he or she entered the program.

It is recognized that from time to time there will be students entering Salida de! Sol Academy who haven't been exposed to the Gomez and Gomez instructional model and that during the first few years this problem will be massive, just as District 6 is faced with the same problem as it distances itself from its so-far apparently successful adoption of a new curriculum. Salida de! Sol will address the problem in the same way as District 6: working with children individually with counselors, teachers and specialists, but with two additional arrows in our quiver: first, all of our teachers will be bilingual, so they can meet the students on their own grounds and, second, having been trained in Gomez and Gomez, they will have sharp eyes on the educational goals and process as well as the desired outcomes in both English and the primary language.

Because the initial problem will be acute, a special cadre of teachers will be identified to deal with these students individually. As time progresses and the younger students move through the system, this problem will be less severe, though. As in District 6, it will never disappear, and the problem will be dealt with by an appropriate number of previously trained staff.

The school day at Salida del Sol Academy will run from 8:00-4:00 Tuesday-Friday and from 8:00-2:00 on Mondays. The school will follow a modified school calendar which will eventually include 185 instructional days, giving students approximately 150 additional hours of instruction at Salida del Sol Academy per year compared to traditional district elementary and middle schools. We believe this additional class time, which adds up to more than a one year's worth of instruction over each child's career from kindergarten through 8<sup>th</sup> grade, will increase students' achievement significantly.

All teachers will undergo extensive training in the Gomez & Gomez Model. This training will take place prior to the opening of the school in the fall of 2014. Teachers will have regular professional development every Monday from 2:00-4:00.

<sup>1</sup> Gomez, L & Gomez, R. (2012). Dual Language Training Institute.

## SALIDA del SOL ACADEMY

Instructional Policy: Use of Films and Supplementary Materials/Copyright Rules

### **PROCEDURE FOR SELECTING AGE-APPROPRIATE SUPPLEMENTARY MATERIALS/COPYRIGHT RULES**

When supplemental instructional materials are selected, they shall support curriculum standards. From time to time, some materials that contribute to the curricular goals may contain content subject matter that is objectionable to some parents or students. In balancing academic freedom with the individual's freedom of choice, use these guidelines:

1. All rated movies and videos must be previewed by the teacher and must comply with applicable copyright laws\*. Administrator approval need not be provided for films specifically produced for educational purposes, such as for example, resources included in *Discovery Streaming* or programming such as *NOVA*, *Reading Rainbow*, and *Bill Nye the Science Guy*, among others. Administrative approval of rated movies may be required as specified below in paragraphs 4 and 5 .
2. All materials must be **clearly** related to and supportive of the standards/goals of the course curriculum. They must also be of equal educational value as other alternatives. The use of film resources solely for entertainment purposes during instructional time is not appropriate.
3. When using film resources, teachers shall be prepared to respond to the following:
  - a. What is the rating of the film?
  - b. Will this film resource enrich and support the educational objectives of the curriculum, taking into consideration the varied interests, abilities, intellectual development and maturity levels of the pupils, and the standards of the community?
  - c. Does the film resource contain any violence, nudity, or language which may be offensive or profane? If so, can those parts be edited out?
  - d. What are the connections between the film, content standards and the curriculum?
  - e. What are the instructional goals?
  - f. What alternative activities will be assigned for those students who do not have permission to view the film?
  - g. How will classroom discussion of the material include students who participated in the alternative activity?
4. At the elementary level, only G and PG movies may be shown. PG movies may only be shown with prior administrative approval and parent permission slips

which include the rationale for showing the movie or video and the reason for rating. PG-13, NC-17. R and X rated movies may not be shown.

5. At the middle school level, G, PG, and PG-13 movies may be shown. PG and PG-13 movies may only be shown with prior administrative approval and parent permission slips which include the rationale for showing the movie or video and the reason for the rating. NC-17. and X rated movies may not be shown.
6. When seeking approval to show a movie or video, teachers should submit a Request for Administrative Approval to Show A Film. (Appendix to this policy.)
7. The administrator shall retain a copy of the request.
8. The Director and Principal should be informed in advance when a teacher plans to use any materials or resources that contain potentially problematic topics.

\* According to copyright law, any gathering of people outside of a normal circle of family or social acquaintances to view a program (videos or DVDs included) would constitute a public performance of that program. Public performance rights are protected by copyright law, and royalties must be paid or permission must be obtained from the copyright holder to conduct a public performance. (NOTE: It is possible to purchase public performance rights for individual videos or a set of videos. Check **with** the school librarian to find out if this has been done.)

Exceptions to the law are when an educator invokes the "fair use" exemption for performance or display of works in schools. To do this, all four of the following requirements must be met:

1. The performance must be presented by instructors or pupils.
2. The performance must occur in the course of face-to-face teaching activities.
3. The performance must take place in a classroom or similar place of instruction (including the library) in a nonprofit education institution.
4. The performance must be lawfully acquired or legally copied.

Reference: Simpson, Carol. (2001). (3 ed.) *Copyright for Schools*. Worthington, OH: Linworth Publishing

The following are examples of what would be inappropriate use of videos and DVDs and do not constitute a complete listing of inappropriate uses:

1. The program is an off air recording the teacher had made over a year ago to show students in last year's class. (Off-air recordings have their own set of rules about when they must be erased - usually one year. (illegal copy)
2. Rent a movie from Red Box and make a copy to use in class. (illegal copy)
3. A film is shown as a "Movie Night." (royalties must be paid and permission must be obtained from the copyright owner in advance)
4. Disney videos are shown as a part of the curriculum in a SPED classroom because the teacher says it is in a student's IBP. (An IEP cannot stipulate that federal law be violated.)

5. A class wins the contest to collect the most canned goods for a food drive. They watch **Finding Nemo** as a reward. (Violation - not in the course of face-to-face teaching activities)

Adopted: J,..\_u.....\_' :!1, 2-017

*Appendix for Use of Films/Videos*

**Request for Administrator Approval to Show Film/Video**

*Administrator approval is not required for films specifically produced for educational purposes; unless the movie falls into the categories of paragraphs 4 or 5 of the policy.*

Name of the film/video: \_\_\_\_\_

Teacher making the request: \_\_\_\_\_

Date of Request: \_\_\_\_\_ Date of Proposed Use: \_\_\_\_\_

1. What is the rating of the film? \_\_\_\_\_
2. Reason for the rating: \_\_\_\_\_
3. Does the film contain any violence, nudity, or language which may be offensive or profane? \_\_\_\_\_ If yes, will those parts be edited out? \_\_\_\_\_
4. What are the connections between the film, content standards and lesson objectives:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. What are the instructional goals?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. What alternative activities will be assigned for those students who do not have permission to view the film?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. How will classroom discussion of the material include students who participated in the alternative activity?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The teacher has:**

Previewed the film	Yes	No
Prepared a parent permission form stating the rationale for showing the movie and states reasons for the rating. Parent permission is required for PG movies in elementary. PG and PG-13 movies in middle school.	Yes	No
Attached a copy of the parent permission slip	Yes	No

**ADMINISTRATIVE APPROVAL:**

I have reviewed the teacher's request and the permission slip and I approve the use of this film during instruction time.

Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Instructional Policies

### Technology

Technology has had, and will continue to have, a profound impact upon society and education. Electronic information research, utilization of this information, and communication skills are fundamental for preparation of future citizens and employees. Planned use of technology and its support in the delivery of a rigorous and rich curriculum are of key importance to Salida del Sol Academy. In addition, technology can provide better solutions for the administrative support needs of the school as well as better home-to-school communications.

Telecommunications, electronic information sources, and networked services significantly alter the learning environment in schools by opening classrooms to a broader array of resources. It is imperative that students of Salida del Sol Academy learn to effectively use these tools and apply them to all appropriate tasks. Staff will provide guidance and instruction to students for appropriate use of technology and internet safety, including interacting with others on social networking sites and in chat rooms, as well as cyberbullying awareness and response.

Students are responsible for appropriate behavior when using school computer networks just as they would be in all other facets of school life. The school network is provided for students to support their learning and to communicate with others. The school monitors online activities of minors on the school network. General school rules for behavior and communication will apply to the use of school computer networks. Cyberbullying will not be tolerated and will be addressed with appropriate disciplinary actions.

Access to telecommunications will enable students to explore thousands of libraries and databases as well as exchange messages with people throughout the world. While the benefits of student access in the form of information resources and opportunities for collaboration far exceed the disadvantages, ultimately parents, guardians, or legal custodians are responsible for setting and conveying the standards their children should follow when using media and information sources. Salida del Sol Academy supports and respects each family's right to decide whether a student may access the school's network services. Parents may choose to deny access at any time by giving written notice to a school administrator.

### Legal References:

C.R.S. 22-32-109.1 (2)(c)

C.R.S. 22-87-101 et seq. (Children's Internet Protection Act)

**Approved/ Adopted:     : f....., u .....\_ "C .3/ 1 1--07,**

# SERVING SECOND LANGUAGE LEARNERS:

## Salida del Sol Academy

Salida del Sol Academy will utilize a 50/50 Dual Language Model Program. This means that *all of our students will be Second Language Learners* for at least a portion of their day and will be bilingual and bi-literate by the time they leave our school at the end of the 8<sup>th</sup> grade year. This also means that all of our students will need the same supports in place that English Language Learners (ELL) need in traditional school models.

Salida del Sol Academy will be located in an area of the Greeley-Evans School District where Spanish is predominately spoken in the home. But there are an increasing number of ELL students moving into this area that have other native languages. We will intentionally market our school to recruit a diverse population. We aim to ultimately have a student body in which more than 80% of all students come from non-English speaking homes.

### Identification

It is important that we identify a student's home language, and their level of proficiency in their home language, as early in our relationship with the student as possible in order to fully implement the dual language program and serve each child's needs. To this end, we propose a development screening for each student upon enrollment at Salida del Sol Academy. The screening will be given in the home language if that language is Spanish or English. For students who speak a language that is neither English nor Spanish, the school will conduct a survey with the child's parents to gain as much information as possible about the child's language development.

Upon entering school, all students will be assessed in both English and Spanish. By assessing both languages, teachers can more accurately gauge the student's level of proficiency in both languages and target instruction appropriately. Each family will receive a home language survey to complete for their student(s). We believe the results of these surveys, while not formal, should support the results of the more formal assessments and provide the teachers with information about the language of the student from those who have had the most experience with the student: their parents.

Students wishing to enroll at Salida del Sol Academy will participate in an enrollment lottery. When a student's name is drawn from the lottery pool, the parents will be given several forms to complete prior to the school entering school. One of the forms will be a "Home Language Survey." The survey will have four questions:

1. What is the language most frequently spoken in the home?
2. Which language did your child learn when he/she first began to talk?
3. Which language does your child most frequently speak at home?
4. What language do you most frequently speak to your child?

If any answers from the home language survey are answered something "other than English" Salida del Sol Academy will give the W-APT ACCESS Placement Test (World Class Instructional Design and Assessment- WIDA. W-APT is an acronym for the WIDA-ACCESS Placement Test.)

W-A PT is an English language proficiency "screener" test given to incoming students whomay be designated as English language learners.

In 2010, Colorado Department of Education established an assessment group whose task it was to make a recommendation for English language proficiency assessments. This committee concluded thatthe WIDA ACCESS best aligned with the Colorado English Language Proficiency standards and would best serve the needs of Colorado students.

W-A PT test forms are divided into five grade level clusters:

- Kindergarten
- Grades 1-2
- Grades 3-5
- Grades 6-8
- Grades 9-12

Each form of the test (with the exception of Kindergarten) assesses the four language domains of Listening, Spealdng, Reading and Writing.

Since Salida del Sol will enroll students in grades K-8, all levels of the W-APTwould be utilized to determine the proficiency level of students. The Kindergarten W-APT Option #1 (Listening and speaking only) would not be given to incoming students earlier than May prior toentering Kindergarten. This time frame would provide the most accurate and useful information to the Kindergarten teacher.

The W-APT information will be used:

- To assist in the development of each students' Individual Academic Program (!AP)
- As one of several criteria to determine eligibility for language support service, and
- As an indication of a student's language proficiency level.

Teachers will continually collect a Body of Evidence (BOE) on each student. One component of the BOE will include anecdotal notes concerning the student's linguistic development in their first and second years of school.

Students who enter the school in the upper grades will be given the W-APT as a tool to assess their language proficiency level. Students in the upper grades may be grouped, at times, for instruction based upon their language proficiency level and not their age or grade level. The groupings might vary according to a student's proficiency level in each of the four language domains.

## Field Trips

When possible, field trips should be planned to provide experiences in more than one subject matter area. Proposed field trips should be spaced throughout the school year in accordance with units of study. Teachers must get approval from the principal and executive director for all proposed field trips.

Each field trip request will be reviewed and permission will be granted or denied on the merit of the individual request. After approval by the principal and executive director, written information pertaining to each specific field trip must be disseminated to the parents of participating students. Information must include the date, time, place, and purpose of the field trip. Written parent authorization for all fieldtrips is required using the SDSA field trip permission form.

There are times when a student may be excused from participation in a field trip. When this is necessary, appropriate alternative activities will be provided by the teacher or supervisor. The alternative activity will address the same general purpose as the field trip. In addition, the student will be excused in a manner that avoids embarrassment to the student.

Some field trips occur outside the school day. Attendance is not required when a trip is scheduled outside of the school day, and non-participating students will not be penalized.

Field trips pennitted are those which:

- (1) take place during one school day; and
- (2) are limited to the local community or to distances which can be covered between ttle morning and afternoon bus schedules.

*OVernight orout of state travel ls not permitted at this time.*

Field tripsmust meet the following criteria:

At least one certificated teacher must be on each van or bus transporting students on the field trip. Any exceptions to this requirement must **be** approved by the executive director. A student/adult ratio not greater than 25:1must be maintained at all times during the field trip. Additional supervisory personnel must have prior approval of the principal and executive director. Persons planning field trips will make every effort to enlist the aid of parents or volunteers to help supervise groups on field trips.

2. The teacher supervising the field trip must consult with school health personnel regarding those participating students who have medical conditions that may require routine medicine or emergency administration of authorized medicine or emergency care. The supervising teacher must make sure that all necessary supplies, authorized medicines, etc., are taken in a safe manner.

3. School-approved transportation must be used, i.e., school bus, private vehicles, commercial vehicles. When private vehicles are used, the driver must be at least 21 years of age, properly licensed, and adequately insured. The "Field Trips in Private Vehicles" form must be completed and approved.

4. Parents will be notified in writing of the field trip at least five school days prior to the date of the trip. The Salida de! Sol Academy field trip permission form must accompany the written notification to parents.
5. All participating students must begin and end the field trip at the school building. Before departing any location, the supervising teacher must make sure, using adequate attendance and monitoring procedures, that all participating students are present or otherwise accounted for.
6. It may be prudent for the supervising teacher to ask that one adult drive a private car in the event that common, yet unpredictable circumstances arise (i.e., a child becomes ill and must be taken home). Other considerations include adequate preparation and planning. The number of regular field trips that a specific group takes may vary with the grade levels and subject matter areas involved.

#### Walking Field Trips

1. Teachers are responsible for obtaining the approval of the principal and executive director for a walking field trip and must inform the both parties in writing of the destination of the trip, and the amount of time the group will be out of the building.
2. When walking field trips are planned, a student/adult ratio not greater than 15:1 must be maintained and may necessarily be smaller depending on such factors as distance covered, duration of trip, site to be visited, and size of group. Teachers are to consult with the principal and executive director about the appropriate student/adult ratio. Walking field trips shall meet all the requirements of a regular field trip to the extent such requirements apply.

#### Special Field Trips

Special field trips may be made by small groups that are less than a classroom unit (i.e., student council, LUIAC, etc.) for specific interests or needs. Special field trips shall meet all the requirements of regular field trips.

Adopted: January 31, 2017

SALIDA DEL SOL ACADEMY

Field Trip Permission Form

Destination. \_\_\_\_\_ Date(s) of trip activity, \_\_\_\_\_

Teacher \_\_\_\_\_

I hereby permit \_\_\_\_\_ to participate

(student)

in \_\_\_\_\_

(describe trip/activity)

on \_\_\_\_\_

(date(s))

He/She will be transported by: School Bus **Other**

Private Car Walking

(specify) \_\_\_\_\_ Fee

Transportation is the responsibility of the parent

required \_\_\_\_\_

Other needs \_\_\_\_

1. I understand th,at the Field Trip/Activity may take place away from school property; may Involve transportation boy school bus, private vehicle, common carrier or other mode of transportation; and may involve activities beyond the scope of traditional school functions conducted on School district property.
2. I understand that the Fielc:l Trip/Activity may involve activities beyond the scope of traditional school functions. I acknowledge that my student's participation in the activities potentially involves risks and obligations that are impossible to predict, but *may* indude the risk of Joss or damage to personal property and the risk of sickness, personal injury or death.
3. I understand that Salida del Sol Academy does not purchase, or have, any medical, dental or hospitalization insurance to cover injuries to or loss of Ufe of students or to indemnify parents and guardians for expenses in connection therewith, and that such insurance, if desired, must be purchased by me.

Signature of Parent or Guardian

Date

PLEASE  
RETURN THIS  
SUP  
PROMPTLY

## **SCHOOL AND COMMUNITY RELATIONS**

- I. Volunteer Policy (Adopted, January 2016)
2. Community Engagement (Charter Application, p. 81-84, July 2013)
3. Accountability Committee (Adopted, April 2013)
4. School Visitor Policy (Adopted, January 31, 2017)
5. Public Information (Adopted, January 31, 2017)
6. No Solicitation/ Distribution Policy (Adopted, March 2015)



## *Where Students Thrive!*

### **Volunteer Policy**

Volunteers at Salida del Sol Academy bring with them a range of skills and experience that can enhance the learning opportunities of children at the school. We welcome and encourage volunteers from the local community to participate and enhance our school's learning environment. A volunteer takes on a number of duties and responsibilities and we appreciate the value volunteers bring to our school. All volunteers shall be required to have current background clearance. Prior to volunteering, the Executive Director or his/her designee is responsible for assuring that all volunteers are screened by completing an application process and background check. The background check conducted will be contingent on the level of volunteerism in which the volunteer participates.

#### **Our Volunteers include:**

- Members of the Board of Directors and Foundation Board
- Parents of students
- Former students
- Students on work experience
- University students referred to us by Student Volunteer Services
- Local residents
- Friends of the school

#### **Becoming a Volunteer**

Anyone wishing to become a volunteer, either for a one off event such as a school visit, or on a more regular basis, e.g. hearing children read, should complete the attached form for the purpose of screening. Persons are encouraged to speak to the Executive Director directly to discuss their availability and their skills and begin screening for Salida del Sol Academy.

Levels of screening **will** occur as follows:

#### **Full Background Check Requirement**

- Application
- Interview
- Reference check
- Criminal records check
- Fingerprint check

#### **Description of Activity:**

- Volunteers at the school who will be allowed to supervise children without faculty present
  - Classroom duties
  - Playground duties
  - Cafeteria duties



- o Coaching sports



## *Where Students Itise!*

### **Full Background Check Requirement plus Driving**

- Application
- Interview
- Reference check
- Criminal records check
- Driving record check
- Fingerprint check

### **Description of Activity:**

- Volunteers providing transportation for students in private vehicles
  - Field trips
  - Sporting events
  - School sponsored events

### **Limited Background Check:**

- Application
- Interview
- Criminal records check
- Fingerprint check not required

### **Description of Activity:**

- Volunteer activities
  - Duties that occur under the supervision of staff/teachers
  - Main office duties that do not require student contact
  - At-home duties that do not require student contact
  - Volunteer workdays when school is not in session

### **Screening Process**

Volunteer applicants will be required to complete an application as appropriate for the level of contact with students. SDSA will submit the personal identification information to a background investigations agency, along with fingerprints if required. The agency will provide a report to the executive director for review. If the report has no criminal history, the applicant will proceed forward in the approval process. Should the report outline any criminal history, the executive director will review the report for factors which could demonstrate a risk to the safety and well-being of students and staff. Based on this

information, the executive director has sole discretion and may deny an applicant's application. Any denial may be reviewed by the Board of Directors under the dispute resolution (grievance) process.

***Salida de/ Sol Academy reserves the right to decline the services of a volunteer at any time for any reason.***

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## *1-vliere Stwfents Itise!*

### **Guidelines for Disqualification:**

- Registered sex offenders
- Cases of child abuse or neglect
- Currently on probation
- Conviction of or plea of no contest to any felony
- Conviction of or plea of no contest to any misdemeanor offense which may indicate a volunteer may pose a threat to the integrity or safety of the school environment

### **Guidelines for Disqualification for driving privileges as a volunteer:**

- Any conviction of a DUI within the last 5 years
- A history of traffic violation(s) that reflect the disregard for the safety of self and others

### **Nametags**

Volunteers must register in the school office at the beginning of each school visit. Schools must require that volunteers wear nametags while in the building. The Executive Director and/or his designee will develop a system to identify the task level for which the volunteer has been approved.

### **Confidentiality**

Volunteers in school are bound by a code of confidentiality. Any concerns that volunteers have about the children they work with/come into contact with should be voiced with the class teacher and NOT with the parents of the child/persons outside school. Comments regarding children's behavior or learning can be highly sensitive, and if taken out of context, can cause distress to the parents of a child if they hear about such issues through a third party rather than directly from the school. Volunteers who are concerned about anything another adult in the school does or says should raise the matter with the school's administrators. Volunteers should review the employee handbook and any other school's policies as part of their orientation.





*Where Students Thrive!*

## **VOLUNTEER AGREEMENT**

The purpose of this volunteer agreement is to establish expectations for volunteers. It is Salida del Sol Academy's goal to provide a safe and secure learning environment for our students. As a volunteer you will work either be on a regular or occasional basis during school sponsored events or at times off- premises. The service you provide will assist and support our school staff in a variety of ways. This service is very much appreciated. Thank you for volunteering and abiding by this agreement.

**I understand and agree to the following:**

1. I understand that prior to serving as a volunteer or at any time during my service as a volunteer, the school may conduct a background check on me for any reason.
2. I **will** receive authorization from the Executive Director and/or his designee prior to providing service as a volunteer.
3. At all times, I **will** serve under the direct supervision of a school staff member.
4. I understand that the school reserves the right to decline my volunteer service at any time.
5. I understand that I must follow all Salida del Sol Academy building policies, goals, priorities and guidelines.
6. I understand that I am expected to be familiar with the school building's evacuation and lockdown procedures.
7. I will not receive any compensation or remuneration from the school, the school district, a parent or any fundraising organization for performing volunteer service.
8. I will conduct myself in a friendly, courteous manner and not show partiality toward any student nor share my personal religious or political beliefs.
9. I will refer any potential student disciplinary issue to a supervising staff member or the

Principal/Executive Director.



## ***1Vliere Students 'Rise!***

10. While serving as a volunteer, I will wear my volunteer badge at all times.
11. I understand that I am expected to make every reasonable effort to ensure that the school technology policies are followed and that those resources are used appropriately and responsibly.
12. I understand that it is my responsibility to inform in writing the Principal/Executive Director of any health or medical issues that may impact my services as a volunteer as well as any allegations of criminal conduct that may arise after my background screening;
13. I understand that as a volunteer I am covered by the school's liability insurance as long as I follow volunteer protocol and I immediately notify the Principal/Executive Director of any occurrence that may result in a claim.
14. I understand that I am not authorized to drive school vehicles or to transport children, staff or school guests in my own vehicle (unless I have complied with the requirements approving transportation in private vehicles.)
15. I understand and agree that any injury I may sustain while performing service as a volunteer will not be covered by the school's worker's compensation insurance and will bemysole responsibility.
16. I understand that I am a volunteer, and am not considered an employee while providing volunteer services.

### **Confidential Information**

I may, under limited circumstances, have access to student education records or confidential staff information in connection with myservice as a Volunteer. Student education records include all names, addresses, records, files, documents and other materials that contain personally identifiable information on any student, as well as the personally identifiable information itself (including student grades and test scores). Confidential staff information includes any information, whether written or spoken, that is specific and private to Peak to Peak staff as individuals or as a collective staff group. I agree to maintain the confidentiality of all student education records and confidential staff information that I may generate or to which I may be given access as a Volunteer. This means that I agree not to disclose student education records, personally identifiable student information in such records, or confidential staff information to any person other than the Executive director(s) with whom I am working. Should I inadvertently acquire any confidential information concerning students or staff through the use of





*Salida de Sof Academy* \1



***Where Students Itise!***

district technology, I understand the access of such information must be reported immediately to a Executive director. I will never take any confidential student records off campus unless specifically authorized by the Executive director with whom I am working. I understand and agree that my failure to maintain the confidentiality of all student education records or confidential staff information to which I may be given access may disqualify me from further service as a volunteer at the school.

Volunteer's Signature

Date

Executive Director or Designee's Signature

Date



## Community Engagement

Salida def Sol Academy is committed to a continuous, strategic community engagement process that will help us meet our mission to provide a quality education for every learner within a system of high expectations and rigorous, focused instruction.

### **Purpose**

The purpose of community engagement at Salida def Sol Academy is to provide our community the opportunity to discuss public education in a way that will:

- Reflect the community's values in decision-making by the board

- Increase understanding of the trade-offs, costs and consequences of the board's policy decisions Build relationships and trust

- Focus on policy level issues not day-to-day issues

Salida del Sol Academy and the board of directors will use a variety of methods to reach the full community. The board's policy and decisions shall reflect community values, good educational practice and available financial resources.

### Community Involvement in Decision **Making**

Salida def Sol Academy endorses the concept that community participation in the affairs of the schools is essential if the school system and the community are to maintain mutual confidence and respect and work together to improve the academic achievement of students in the district.

The advice and concerns expressed by the school community will be given careful consideration. In the evaluation of such input, the first concern will be for the educational program as it affects students. The Board's final decision may depart from the views expressed by some members of the school community when in the judgment of the Board such views are not consistent with the good educational practice or within reach of available financial resources.

# **ACCOUNTABILITY COMMITTEE:**

## **Salida del Sol Academy**

Salida del Sol Academy will have a school accountability committee. Several community members have volunteered to serve on this committee. A chairperson for the initial accountability committee has been appointed.

Colorado Revised Statute: 22-11-401

Each district public school and each charter school shall establish a school accountability committee. Each school accountability committee shall have at least seven (7) members.

### **DUTIES:**

- 1) Assist the principal/building administrator with prioritizing spending of school monies.
- 2) Advise the principal/building administrator with the development and implementation of a school improvement plan.
- 3) Provide input and recommendations on an advisory basis to the school/district administration, and in the case of Salida del Sol Academy to the governing board.

### **Rules of Operation for Salida del Sol Academy Accountability Committee**

#### **NAME**

- The name of this organization shall be the Salida del Sol Academy Accountability Committee.

#### **PURPOSE**

- The purpose of the Accountability Committee is to gather and analyze data to assess the school's progress toward its mission and to provide results of that analysis to the Salida del Sol Board of Directors, the administration and the rest of the Salida del Sol community.

#### **RESPONSIBILITIES**

- 1) To provide input to the administration and/or the Salida del Sol Board of Directors to assist in establishing goals and improvement plans based on the needs of the school and consistent with the mission and goals of the school and the strategic plan.
- 2) To provide input to the administration and/or the Salida del Sol Board of Directors for the assessment of the educational program, student achievement, and staff, parent and student satisfaction.
- 3) To monitor the progress made toward meeting improvement goals and strategic plan objectives.
- 4) To solicit input from parents, staff and students as appropriate for assessment and evaluation.

- 5) To submit an annual report to the Board of Directors, and make it available to the Salida del Sol community.
- 6) To select from its members a chairperson, a vice-chairperson, and a secretary.
- 7) To recommend to the Executive Director, representatives from the school Accountability Committee, other than the principal, to serve on the District Accountability Committee (DAC), the District Parent Council (DPC) and the District Special Education Advisory Council (SEAC). \*
- 8) To send an Accountability Committee member to each regularly scheduled Board of Directors meeting.
- 9) To provide representatives from the committee to assist each school level principal with development and review of the school improvement plans.
- 10) To operate the committee in a manner consistent with applicable Colorado state statutes, Colorado Department of Education regulations, and policies of the Board of Directors.
- 11) To review the annual school budget in terms of alignment with the strategic plan.
- 12) To determine a meeting schedule and publish time, date, and location of meetings with all meetings open to the Salida del Sol community.

## MEMBERSHIP

- 1) The Salida del Sol Charter School Accountability Committee shall have at least two administrators, at least one of whom is a principal.
- 2) At least one Board of Directors member who has been elected by the Salida de! Sol community.
- 3) School community members with the objective of having a cross section of gender ethnic and special populations represented.
- 4) Encourage at least one high school student to serve as a liaison between the committee and the student body.
- 5) Representatives and officers shall serve from August 1 to August 1 of the following school year.
- 6) Voting member status shall be attained by attending meetings, volunteering for a task and remaining in good standing.
- 7) Voting members shall consist of Salida del Sol Charter School Accountability Committee members in good standing.
- 8) A record of attendance will be kept for each meeting by the secretary.

## POUCIES

- 1) The Salida del Sol Charter School Accountability Committee will communicate with other Salida del Sol organizations as appropriate. All subcommittees and representatives submit reports back to the entire Accountability Committee for appropriate action.
- 2) The Salida de! Sol Charter School Accountability Committee will follow all policies and procedures established by the Salida del Sol Board of Directors concerning the accountability process.

## OFFICERS

- 1) The officers of the Salida de! Sol Charter School Accountability Committee shall **consist of: Chairperson, Vice-Chairperson,. and Secretary.**
- 2) The term of office shall be from August 1 to August 1 of the following school year.
- 3) The officers are parents/guardians that are not regular employees of the school.

## DUTIES OF OFFICERS

- **Chairperson: The Chairperson's duties shall include, but are not limited to:**
  1. Presiding at all meetings.
  2. Preparing and distributing an agenda for all meetings.
  3. Scheduling meetings.
- **Vice-Chairperson: The Vice-Chairperson shall assist the Chairperson and perform the above duties in absence of the Chairperson.**
- **Secretary: The duties of the Secretary shall include, but are not limited to:**
  1. **Keeping minutes of all meetings.**
  2. **Maintaining attendance records, included in the minutes.**
  3. **Submitting attendance and minutes to the membership for approval, which can be done by email, and posting approved minutes on the Salida de! Sol website.**

## MEETINGS SCHEDULE

- 1) The community shall be notified of scheduled meetings. All meetings of the Salida de! Sol Accountability Committee shall be open to the Salida del Sol **community members.**
- 2) **Members shall be notified of any special meetings or schedule changes.**
- 3) Regular meetings of the Salida de! Sol Accountability Committee shall be held **August through May for a minimum of eight meetings. The meeting dates and times shall be consistent and established by the committee and added to the school calendar for the coming school year.**
- 4) **A quorum shall consist of the voting members present or a minimum of five.**

## ATTENDANCE

- Attendance at all regularly scheduled meetings of the Salida del Sol Charter **School Accountability Committee is expected in order to facilitate continuing conversations about ways to enhance the quality of education in the school, and avoid repetition in meetings.**

## COMMITTEES

- **Ad hoc committees shall be formed as necessary.**

## VOTING

- 1) The Salida del Sol Charter School Accountability Committee will operate by **consensus with respect to most issues.**

- 2) **For issues requiring a vote, a two-thirds vote of the quorum shall govern the acceptance by the Salida del Sol Charter School Accountability Committee of its recommendations and actions.**



## CHANGES TO THE RULES OF OPERATION

- Proposed changes in the rules of operation shall be submitted to the Chairperson at least two weeks prior to a regularly scheduled meeting. Proposed changes shall be presented at a regularly scheduled meeting and be voted upon at the next monthly meeting.

Adopted: April 17, 2013

## Visitor Policy

All visitors entering Salida del Sol Academy shall report to the main office, sign in on the visitors log and show positive identification, e.g. drivers' license. At that time, the front office staff shall issue the visitor *ua* visitor's badge». The visitor is required to display the identification in a prominent fashion on their person at all times while on campus. At the conclusion of the visitors business they shall return to the main office to sign out on the visitors log, return their badge and receive their collateral property. It is the duty of the main office staff to inventory visitor badges at the end of each school day and note any discrepancies to the administrator. Visitors who do not comply with the school's requirement for identification shall be asked to leave school grounds.

Parents are welcome to visit their child's classroom anytime. To ensure visitations are productive for both school and visitor, please follow these guidelines:

1. Provide prior notice to teachers and staff to arrange appropriate times and days.
2. Set up a time before or after school to discuss issues or concerns with the teacher, not during class time.

We ask that you do not interrupt the classroom schedule by going directly to the classroom. All contacts with students should be made through the main office.

Adopted: January 31, 2017

## Public Information

Because Salida del Sol Academy is an important aspect of this community and because the residents of the community are interested in the programs and activities of the school, Salida del Sol shall make every attempt to:

- Keep the public informed about the policies, administrative operations, objectives and educational programs of the schools.
- Provide the means for furnishing full and accurate information.

In meeting these goals, the school shall place great importance upon the role of the executive director as communicator and interpreter of the school program to parents/guardians and the general public.

The executive director or designee shall develop procedures and techniques for ensuring a continuous and free-flowing line of communication between the staff, the school's families and Greeley community.

Adopted: January 31, 2017

## No Solicitation/Distribution Policy

Non-employee visitors have a limited right of access to Salida del Sol Academy facilities and should only be on Salida del Sol Academy property for purposes directly related to their children's education. Visitors who are not visiting for the purpose of directly dealing with their child should report to the Instructional Leader or Business Office and will only be allowed visitation for purposes of proper sales or maintenance and repair. Exceptions to this policy can be obtained only through administrative approval to non-employee representatives of a limited number of charitable non-profit organizations. Employees may not engage in solicitation or in the distribution of literature during working time in working areas. Working time means the period scheduled for the performance of job duties, not including meal times, break times, or other periods when employees are properly not engaged in performing work-related duties. Employees on their meal times break times, or other non-working times may not solicit or distribute literature to other employees during the working time of such employees. Bulletin boards on employer property are to be used for official purposes only to notify employees about information approved in advance by management. Only those management employees designated by Salida del Sol Academy, may post material on, or remove material from, official bulletin boards.

Adopted March, 2015

## Code of Conduct on School Grounds

Due to the nature of educational services and the identification of safety and security on school grounds, the complications of these needs, as well as the responsibility of the educators and administrators the code of conduct may not cover all areas sufficiently but establishes ground rules to be adhered to by students, staff, administrators, and visitors to our school.

There are certain non-negotiable rules that must be adhered to; these rules are as follows:

- No firearms allowed on school grounds by students, staff, or visitors unless they are currently serving in the role of law enforcement.
- NO knives allowed on school grounds.
- No smoking or use of tobacco products on school grounds
- No alcohol or drugs on school grounds.
- Anyone suspected of being under the influence will be asked to leave, if they do not leave LEA may be contacted to assist.
- No incendiary devices on school grounds.
- All vehicles entering school grounds must have state required coverages and current registration.

No gang activity will be tolerated. No

PDA (Public Displays of Affection)

Uniforms will be worn in the manner that they were designed.

No hoods, hats, or caps will be worn inside the building.

- Vandalism will not be tolerated. If a person is caught vandalizing school property, they will be held accountable for repair or replacement of damaged property.

Threats or assaults towards staff will not be tolerated. If charges can be filed, they will be pursued.

- Profanity will not be tolerated.
- Dispensing medication will only be done with a doctor's order.

## **FACILITIES: USE AND DEVELOPMENT**

- I. Community Use of School Facilities (Mopted, November 2014)
2. Rental Fee Structure (Adopted, November 2014)
3. Building Use Application (November 2014)
- 4. Security and Access to Building (Adopted, January 31, 2017)**
5. Code of Conduct on School Grounds (Adopted, January 31, 2017)

# SALIDA del SOL ACADEMY

## Administrative Policy

### COMMUNITY USE OF SCHOOL FACILITIES

#### RESPONSIBILITY

The Executive Director of Salida del Sol Academy (SDSA) will be responsible for the administration of this policy and procedures as it relates to the building/facilities and for implementation of and compliance with administrative policy, Community Use of School Facilities.

#### SCHEDULING

Following the scheduling of school activities, space will be available with attention to fair and equitable use of the facilities. All use is subject to applicable State and Federal law, school policies and the facilities use agreement

#### APPLICATION FOR USE

Application for the use of SDSA should be made through the Executive Director or designee.

The user, by signing the Facility Usage Agreement, agrees to indemnify SDSA and any person whose property may be within the facility for loss or damage to such property caused by any person or persons attending the meeting or any damage or injury arising by reason of the holding of the meeting. SDSA requires proof of satisfactory liability insurance protection and may require a deposit for protection of the building facility and equipment, and to guarantee the rental or expenses. Any user who brings or leaves personally owned items or equipment into the school or onto the school property does so at his/her own risk. Such equipment is not covered by insurance and SDSA cannot pay for repairs, damage, or loss.

SDSA reserves the right to refuse approval or to cancel any and all Agreements entered for the use of the school building or its facilities when it is deemed that such action is necessary for the best interest of SDSA

Permission for use of SDSA does not constitute a school endorsement of any organization, the beliefs of an organization or group, nor the expression of any opinion regarding the nomination, retention, election, or defeat of any candidate, or the expression of any opinion as to the passage or defeat of any issue.

## **FEE SCHEDULE**

The Board of Directors of SDSA shall adopt a fee schedule that shall specify rental fees. The fee schedule shall provide the uniform rental fees that are equally applicable to all renters. In the establishing the fee schedules, the Board shall consider the variety of facility spaces available; the cost of supervision; setup, cleaning, and energy expenses; the use of school equipment; and comparative fees imposed by other schools in the district.

Imposition for higher fees for weekend and holiday uses is necessary due to, among other things, the increased administration burdens related to the community use of school facilities on those days. The increased burdens include, but are not limited to, making arrangements for heating, ventilating and air conditioning; assuring the availability of adequate custodial staff; handling security concerns; rescheduling planned maintenance and repair; and responding to any concerns regarding increased traffic and parking.

## **FEES**

### **1. Custodial/Monitor**

Any organization or individual will be required to pay the cost of custodial/monitoring services if its use of the facility results in a cost to SDSA.

For facility use when a custodian is regularly on duty during the use, there will be no additional charge unless substantial additional work is required related to the use. In such situations, an additional fee will be charged or additional custodial staff may be assigned at the discretion of the Executive Director or designee, and the user will be charged appropriately. Additional fees will be applied for custodial or SDSA staff during holiday closures, weekends, or off duty hours.

### **2. Kitchen**

The District 6 cafeteria manager or designee must be present for general supervision of the kitchen, and all persons working in the kitchen (preparing food and/or handling kitchen equipment) must meet the requirements of Weld County and the State for school food handlers. SDSA presently contracts with Weld County School District 6 for food preparation. Therefore, all use of the kitchen must be in accordance with the requirements of SD6 while this contract is in force. The user will be charged in accordance with the fee schedule for all cafeteria personnel per SD6.

### **3. Payment of Fees**

All users will be expected to pay rental fees at least five working days in advance of the use unless prior arrangements have been made **with** the Executive Director or designee. Failure to pay the agreed upon fee may result in denial of access to the facility and denial of future requests. Adequate proof of any required insurance must be provided on or before the deadline or payment of any fees regardless of whether fees are charged.



Checks should be made out to Salida del Sol Academy and submitted with the signed Facility Use Agreement and the insurance certification to the Executive Director or designee.

All payments for building rentals will be deposited and designated as rental revenue. The funds credited to this account will be used to improve, repair, replace, offset, or in some manner enhance the building or equipment.

All fees collected for custodial services or supervision will be used specifically for that purpose.

#### 4. Fee Structure

Fees are listed in Appendix I to this policy. These fees are subject to review and revision by the Board of Directors upon a recommendation from the Executive Director and the Business Manager.

### **CANCELLATION AND REVOCATION**

The user must notify the Executive Director or designee if the intended use is to be canceled or adjusted. Notification of cancellation of use must be given at least 24 hours prior to the scheduled use. If timely notification of cancellation is not given, the user may be assessed a penalty of \$20 plus 10 percent of the agreed fee for the use that was canceled. Repeated or short notification of cancellation may result in denial of further building use.

SDSA reserves the right to cancel building Facility Use Agreements should the space be needed for school or school-related activities. This privilege will be exercised only when necessary due to unavoidable circumstances. Reasonable effort will be made for timely notification when a cancellation is necessary.

SDSA may revoke an Agreement at any time. When this occurs, appropriate financial adjustments will be made.

### **AUTHORIZED USE OF SCHOOL-OWNED EQUIPMENT**

School equipment is usually not loaned or leased to community groups. Areas are rented as furnished. If the Executive Director or designee approves a request for use of school equipment, additional fees may be charged. Such fees are to be specifically noted on the Facility Use Agreement.

The Executive Director or designee may determine if specific equipment requested requires operation by school personnel. School operators shall be charged to the renter, but paid through SDSA payroll at a rate established by the Board.

## AUTHORIZED USE OF SCHOOL NETWORK INFRASTRUCTURE

Access to the school network infrastructure (i.e. internet) is not usually a part of the facility use agreement. With approval of the Executive Director, access can be arranged but cannot be guaranteed. Additional fees may be applied. The Agreement will require that users comply with the technology policy concerning the use of the network.

## FIELD USE

The athletic field may be available for limited and approved community use. This use is subject to cancellation or adjustment due to weather conditions, field conditions, or maintenance operations.

## SCHOOL-AFFILIATED EVENTS

When school-affiliated users such as parent-teacher organizations, school-related parent and community groups, or when the users are participants in a school-sponsored student activities, such as athletic or music groups, student clubs and plays, student council activities, or social events requisition the use of the building for non-school hours a school employee must be present and designated as the supervising adult. The supervisor is responsible for making sure the building is secure, all people are out of the building, students are not left unattended and the lights are turned off at the end of the scheduled event. The number of supervising adults should vary according to the number of persons expected for the event. The number of supervisors for an event shall be left to the judgment of the school administration.

A building requisition for after hour school-affiliated events should be completed and copies given to the Executive Director or designee and a copy should be given to the Facilities Manager of SDSA. The building requisition should include the date and time for usage, name of the event supervisor, and area of the building that will be used. The Athletic Director should complete and file building requisitions for events that occur after 6:00 PM or weekends. Athletic events that begin immediately after school are considered as part of the normal school day. These events should be posted on the building use calendar and cleared with the administrative team.

## GENERAL PROCEDURES

1. A Facility Use Agreement shall be required for use of the school or grounds by any group which is not a part of the regular school program. Such agreements may be granted for a single use or a limited, recurring use not to exceed one year.
2. An employee of SDSA not directly involved in the activity must be on the premises during the use of any school property by groups which have entered into a Facility Use Agreement. The school employee must have knowledge of emergency procedures and access to emergency telephone numbers.

3. Agreements shall be entered into only upon satisfactory assurance that the use of the school will be under the direct supervision of an adult who, in the judgment of the Executive Director or designee, is responsible and competent to supervise the proposed program or activity. A competent, supervising adult should be identified by name on the Facility Use Agreement. The supervision provided by each group must be adequate to ensure that the members of the group remain in the assigned portion of the building. If required by school officials, uniformed guards or police must also be provided at the expense of the user.
4. Should it be difficult to determine how to respond to a request for the use of school facilities within the scope of this procedure, the Executive Director or designee will consult with the Board of Directors before issuing or refusing to issue a Facility Use Agreement
5. No Facility Use Agreement shall be transferred to any person or group other than the one with whom entered (subleasing is not permitted).
6. All applicable fire and safety laws/regulations governing use of school facilities must be observed at all times, including:
  - a. All exit lights must be left on and used.
  - b. Open flames are prohibited.
  - c. Adherence to room capacity requirements.
  - d. Smoking or the use of any tobacco products is prohibited in all areas of the building and school grounds.
  - e. Use or possession of alcoholic beverages and illegal drugs is prohibited. Failure to comply will be reported to and dealt with by local law enforcement agencies and would void any/all future rentals.
  - f. Gambling is prohibited on any school property.
  - g. Temporary electrical or mechanical modifications are prohibited.
  - h. Flammable holiday or other decorations are prohibited.
  1. Stairways, corridors, and entrances/exits must be kept free of obstruction at all times.
  - j. No equipment, scenery, or decorations of any type shall be used within the building or on the premises except as specifically provided in the Agreement. Such equipment, scenery, or decorations shall be of a slow-burn nature and shall conform to all the local and state regulations governing such equipment and shall not be attached to the walls, floors, or ceilings.
7. All disruptive or illegal activity, including obscene language, quarreling, fighting or noncompliance with SDSA procedures is prohibited and may result in revocation of the Facility Use Agreement.
8. The individual or entity that has entered into a Facility Use Agreement with SDSA shall be responsible to SDSA for any and all damages and losses whatsoever to the building and/or contents and shall indemnify and hold harmless

SDSA from any claim whatsoever resulting from or arising out of the use of the school facilities named in the Agreement or any part of the facilities covered in the Agreement.

9. The building or athletic field of SDSA shall not be used for any purpose which could result in picketing, rioting, disturbing the peace or damage to property or for any purpose prohibited by law.
10. The Board of Directors of SDSA shall not be held responsible for any damage or loss which may occur to non-school property brought on the premises. Such property (as well as rubbish) must be removed from the facility immediately after the use or before such time *as* the materials will interfere with school activities. Failure to do so may result in the assessment of fees in order to return the facility to its previous state.
11. SDSA insurance coverage does not extend to the conduct of community or other groups utilizing the school facilities. SDSA requires a certificate of insurance from the user naming the school as "additional insured." Minimum coverage required is \$1 million per occurrence and \$2 million aggregate with a general **liability** policy.
12. All Facility Use Agreements shall specify the area to be rented. The user is responsible for restricting the activities of the group to that specific area except for necessary hallways and restrooms. Expenses incurred resulting from non-compliance shall be paid by the user (i.e., fire/police response due to a false alarm).
13. Facility use times will be specified in the Agreement. All groups are expected to vacate the premises by the hour specified in the Agreement. An additional hour rental may be charged for early arrival or late exit. All facility uses will terminate by 11:00 PM. Exceptions to this may be approved by the Executive Director.
14. Facilities may be rented Monday through Friday as space is available and as such rental does not interrupt, impact or disturb regular school activities. Saturday, Sunday, holiday or after hours use of SDSA facilities may be permitted and is subject to supervision availability.
15. Facilities will be rented as normally furnished for school use. The Executive Director or designee may apply additional fees for special set-ups or requests.
16. Advertising and promotional materials of building users are subject to review by the Administrative Team. Advertising and signs may not be up more than 24 hours before the rental time and must be removed immediately after the end time.

17. Snow removal from parking areas cannot be guaranteed for facility rental agreements. Time permitting, snow removal can be arranged with the SDSA sub-contractor. All snow removal will be at the user's expense.

## **GUIDELINES FOR RELIGIOUS USE**

Facilities may be used for religious activities under the following conditions:

1. Church services and religious activities must be conducted at times when school is not in session.
2. Religious objects and symbols must be removed after each use.

## **NONDISCRIMINATION**

All users are subject to laws and regulations applicable to school districts which prohibit discrimination based upon age, gender, sexual orientation, national origin, race, color, religion, or disability.

## **GUIDELINES FOR DENIAL OF USE**

SDSA reserves the right to deny use. Users will be denied if, in the judgment of the Executive Director or designee, no appropriate school employees are available to be on the premises during the intended use or insufficient time is available between the request and the intended use, or the proposed activities would:

- jeopardize the equipment and/or facilities of the building or grounds;
- conflict with school activities;
- be incompatible with the school neighborhood;
- violate any school policies or local, state, or federal laws.

Should school facilities be closed due to an emergency, inclement weather, or any other event which is beyond the control of SDSA, facilities will not be available for use. A full refund will be issued upon written request.

## **GUIDELINES FOR APPEAL**

The applicant may file a written appeal to the Board of Directors of SDSA if a use has been denied by the Executive Director.

## **USE CATEGORIES**

### **Category 1: School Sponsored Usage**

No usage fee is charged to the following:

- a. Users who are considered to be a part or extension of the regular school curriculum.
- b. Users who are participants in school-sponsored activities, such as athletic and music groups, student clubs and plays, student council activities, or social events as decided by the Executive Director and Administrative Team.
- c. School-affiliated users such as parent-teacher organizations, school related parent and community groups, or employee groups of an educational, recreational, social or professional nature as approved by the Executive Director or designee.
- d. SDSA summer school activities.
- e. Governmental elections.
- f. Precinct caucuses.
- g. Parent education classes.

Fees for custodial and kitchen personnel may apply if such support services are required.

### **Category 2: Rentals**

A reasonable fee to cover costs will be assessed for Non School Sponsored activities such as the following:

- a. Club sport organizations
- b. Churches
- c. Homeowner's associations
- d. Non school/district sponsored enrichment programs
- e. Any program that charges the students a fee to attend or participate
- f. Any group that serves youth under the age of 21 listed in Title 36 of U.S. Code may use the school upon payment of suitable fees and costs that cover the expenses incurred by the school

Fees for building supervision, custodial and kitchen personnel will apply if such are required.

### **Category 3: Facility Use Governed by other Contracts**

SDSA may contract with entities such as day care providers, food service providers, driver's education programs, or other for profit groups. Those uses are subject to the terms of the contract and do not require a facility use agreement.

Fees for custodial and kitchen personnel will apply if such are spelled out in the contract.

Policy Adopted: **NOV;2..c/ 4**

**Appendix!**

Community Use of School Facilities

**SALIDA del SOL ACADEMY  
Facility Rental Fee Structure**

Cat---orv	I	2	3
Classroom/Conference Room	NC	\$15 per hour+ Personnel Fee	Per Contract
Cafetorium or Auxiliary Gym	NC	\$25 per hour + Personnel Fee	Per Contract
Gymnasium	NC	\$35 per hour+ Personnel Fee	Per Contract
Athletic Field	NC	\$25 per hour+ Personnel Fee	Per Contract
Kitchen	TBD	\$40 per hour+ District 6 Personnel Fee	Per Contract
Music Room	NC	\$15perhour+ Personnel Fee	Per Contract

Personnel Fees

Custodial Support Fee.	Determined per the SDSA contract with Porter Industries
Snow Removal Fee	Determined per the SDSA contract with Snow Removal Co
SDSA Staff Supervisor	\$30 per hour

Other Provisions

All facilities will be ready 15 minutes before contracted time  
 Lessees are expected to vacate premises within 15 minutes after contracted time  
 Additional personnel fees may be charged if facility is not vacated by specified allowance time  
 District 6 food service personnel must be on duty when kitchen equipment is used The athletic field may be closed due to adverse weather, overuse, maintenance, or dry conditions  
 Custodial support fee is applicable if rental is not within normally scheduled custodial hours  
 All facilities are rented "as is" and do not include special equipment. The athletic field does not have restrooms.



**SALIDA del SOL ACADEMY**  
**Application for Use of School Property**

Date Application Filed \_\_\_\_\_

NAME OF ORGANIZATION: \_\_\_\_\_

Contact Person

Contact Home Phone. \_\_\_\_\_ Contact Cell \_\_\_\_\_

Address. \_\_\_\_\_ City \_\_\_\_\_

Zip \_\_\_\_\_

Email • 1 \_\_\_\_\_

Alternate Contact.: \_\_\_\_\_ Phone. \_\_\_\_\_

Email, \_\_\_\_\_

Explain Intended Use:

Facility/Area Requested, \_\_\_\_\_

Date(s) Requested \_\_\_\_\_

Event start time/ end time. \_\_\_\_\_ am/pm till \_\_\_\_\_ am/pm

Will Participation or Admission Fees be Charged? YES NO

Approximately Number of Persons Expected to Attend \_\_\_\_\_

All Requirements must be listed on this form to assure availability and set-up prior to your event.

Tables# \_\_\_\_\_ Chairs# \_\_\_\_\_ Podium, \_\_\_\_\_

Other Needs. \_\_\_\_\_

Lessee agrees to indemnify Salida del Sol Academy, its agents and employees from and against all loss or expense imposed by law upon SDSA for any damages of any nature, sustained by any person or from any damage to property connected with the activities conducted or sponsored by the tenant, provided such injury to persons or damage to property is due to the negligence of the lessee, its employees, or agents, I understand that this application is subject to approval by Salida del Sol Academy Board of Directors or designee, I agree to pay for any damages to the property except for ordinary wear and tear.

APPLICANT

SIGNED, \_\_\_\_\_ Position, \_\_\_\_\_

*ALRENTALS MUST BE ACCOMPANIED BY AN INSURANCE CERTIFICATE*

For School Use Only:

Executive Director or Designee Signature'----- Date, \_\_

Rental Fee Amount, \_\_\_\_\_

Date Received \_\_\_\_\_

Insurance Certificate Received \_\_\_\_\_

Copies to:

- Bu.siness Manager
- Facilities Manager
- Security Director
- Principal

## Security and Access to Buildings

Security for Salida del Sol and grounds (during regular school hours as **well** as non-school hours) contributes to the well-being and safety of students and staff as well as to that of the sites themselves.

The executive director and/or designee shall assist other designated individuals in the development, implementation and evaluation of all safety and security programs relating to the school building and grounds. Safety and security plans shall be reviewed with appropriate local law enforcement, fire authority and other emergency personnel on an annual basis. Plans for the facility shall be on file with appropriate agencies.

The school building shall be inspected annually to address removal of hazards and vandalism and any other barriers to safety and supervision.

During regular school hours, flow of traffic into and out of buildings shall be closely monitored and limited to certain doors. Visitors shall be required to check in to show proper identification and reason for being at the school and shall wear name tags identifying them as visitors. This also shall apply when parents/guardians have been invited to a classroom or assembly program.

Access to the school building and grounds outside of regular school hours shall be limited to personnel whose work requires it and to sponsors of approved student activities. An adequate key control system shall be established which will limit access to the building to authorized school personnel and will safeguard against entrance to the building by persons unauthorized to have keys.

"Security" means not only keeping the building locked and secure but also providing protection against physical hazards and acts of violence. It also includes having available floor plans of the building and site plans showing campus boundaries and access points. The Board requires and encourages close cooperation with local police, fire and sheriff's departments and insurance company inspectors.

Funds and valuable records shall be kept in a secure place.

Alarm systems and other devices that protect the building against illegal entry and vandalism shall be installed where appropriate. Employment of security personnel may be approved by the Board in situations where special risks are involved.

**Adopted: January 31, 2017**

## Code of Conduct on School Grounds

Due to the nature of educational services and the identification of safety and security on school grounds, the complications of these needs, as well as the responsibility of the educators and administrators the code of conduct may not cover all areas sufficiently but establishes ground rules to be adhered to by students, staff, administrators, and visitors to our school.

There are certain non-negotiable rules that must be adhered to; these rules are as follows:

- No firearms allowed on school grounds by students, staff, or visitors unless they are currently serving in the role of law enforcement.
- NO knives allowed on school grounds.
- No smoking or use of tobacco products on school grounds
- No alcohol or drugs on school grounds.
- Anyone suspected of being under the influence will be asked to leave, if they do not leave LEA maybe contacted to assist.
- No incendiary devices on school grounds.
- All vehicles entering school grounds must have state required coverages and current registration.
- No gang activity will be tolerated.
- No PDA (Public Displays of Affection)
- Uniforms will be worn in the manner that they were designed.
- No hoods, hats, or caps will be worn inside the building.
- Vandalism will not be tolerated. If a person is caught vandalizing school property, they will be held accountable for repair or replacement of damaged property.
- Threats or assaults towards staff will not be tolerated. If charges can be filed, they will be pursued.
- Profanity will not be tolerated.
- Dispensing medication will only be done with a doctor's order.

Adopted: January 31, 2017

## **EDUCATIONAL AGENCIES**

- I. Parental Involvement and Title I Program (Adopted, May 2015)
2. Relations with Educational Agencies (Adopted, January 31, 2017)
3. Student Teaching and Internships (Adopted, January 31, 2017)
4. READ Act (HB 12-1238)
5. CAP 4K (SB 08-212)

## SALIDA DEL SOL ACADEMY

### Policy on Parental Involvement and Title I Involvement policy

In support of strengthening student academic achievement, each local educational agency that receives Title I, Part A funds must develop jointly with, agree on with, and distribute to, parents of participating children a written parental involvement policy that contains information required by section 1118(a)(2) of the Elementary and Secondary Education Act (ESEA) (district wide parental involvement policy). The policy establishes the LEA's expectations for parental involvement and describes how the LEA will implement a number of specific parental involvement activities, and is incorporated into the LEA's plan submitted to the State Educational Agency (SEA).

#### PART I. GENERAL EXPECTATIONS

Salida del Sol Academy agrees to implement the following statutory requirements:

- Salida del Sol Academy will put into operation programs, activities and procedures for the involvement of parents consistent with section 1118 of the Elementary and Secondary Education Act (ESEA). Those programs, activities and procedures will be planned and operated with meaningful consultation with parents of participating children.
- Consistent with section 1118, Salida del Sol Academy will work to ensure that the required school-level parental involvement policies meet the requirements of section 1118(b) of the ESEA, and each include, as a component, a school-parent compact consistent with section 1118(d) of the ESEA.
- Salida del Sol Academy will incorporate this parental involvement policy into its LEA plan developed under section 1112 of the ESEA.
- In carrying out the Title I, Part A parental involvement requirements, to the extent practicable, Salida del Sol Academy will provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under section 1111 of the ESEA in an understandable and uniform format and, including alternative formats upon request, although all school related information at SDSA is in English and Spanish.
- If the Salida del Sol Academy plan for Title I, Part A, developed under section 1112 of the ESEA, is not satisfactory to the parents of participating children, SDSA will submit any parent comments to the State Department of Education.

- SDSA will involve the parents of children served in Title I, Part A schools in decisions about how the 1 percent of Title I, Part A funds reserved for parental involvement is spent.
- SDSA will be governed by the following statutory definition of parental involvement, and will carry out programs, activities and procedures in accordance with this definition: Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring-
  - (A) parents play an integral role in assisting their child's learning;
  - (B) parents are encouraged to be actively involved in their child's education at school;
  - (C) all students at SDSA have an Individual Academic Plan. The plan is developed at a parent, student, and teacher conference early in the school year. The plan establishes academic goals for the student. Parent and student input are vital to the plan;
  - (D) parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in their child's education; and
  - (E) the carrying out of other activities, such as those described in section 1118 of the ESEA.

## PART II. DESCRIPTION OF HOW SDSA WILL IMPLEMENT REQUIRED PARENTAL INVOLVEMENT POLICY COMPONENTS

1. The Salida del Sol Academy will take the following actions to involve parents in the joint development of its parental involvement plan under section 1112 of the ESEA:
  - Annual meeting at the beginning of the year to inform parents about participation in this program
  - Follow up Parent Meetings
  - Parent Conferences
2. Salida del Sol Academy will take the following actions to involve parents in the process of school review and improvement under section 1116 of the ESEA:
  - Parent Surveys
  - Parent Meetings at different times of the day to accommodate all parents
3. Salida del Sol Academy will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance:
  - Parent Conferences and meetings will be offered at different times of the day to accommodate parents.

- Curriculum review with parents during conferences
- Administrators and Teachers are bilingual which will facilitate easy communication with parents.

4. Salida del Sol Academy will coordinate and integrate parental involvement strategies in Part A with parental involvement strategies under the following other programs:

- Head Start
- Even Start
- Early Reading First

5. Salida del Sol Academy will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). SDSA will use the findings of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement, and to revise, if necessary (and with the involvement of parents) its parental involvement policies.

- Parent volunteers and staff will develop a survey to distribute to parents in order to get feedback about the parental involvement policy and activities. All correspondence from our school is in English and Spanish.

1. SDSA will build the schools' and parent's capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among SDSA, parents, and the community to improve student academic achievement, through the following activities specifically described below:

A. SDSA will provide assistance to parents of children served by SDSA, as appropriate, in understanding topics such as the following, by undertaking the actions described in this paragraph --

- the State's academic content standards,
- the State's student academic achievement standards,
- the State and local academic assessments including alternate assessments,
- the requirements of Part A,
- how to monitor their child's progress, and
- how to work with educators:

- Parent Conferences
- Parent Classes
- Parent Newsletters



B. SDSA will provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and using technology, as appropriate, to foster parental involvement, by:

- Parent meetings
- Parent Conferences

C.SDSA will, with the assistance of parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools, by:

- Parent meetings
- Family nights at school

O. SDSA will, to the extent feasible and appropriate, coordinate and integrate parental involvement programs and activities with Head Start, Even Start, Early Reading First and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children, by:

- Participate in meetings with other programs
- Participate in activities with other programs

E. SDSA will take the following actions to ensure that information related to the school and parent- programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand:

- All correspondence is in English and Spanish and all staff are bilingual

PART 111. Salida del Sol Academy will also:

- Only hire highly qualified teachers who are bilingual in English and Spanish;
- Provide professional development opportunities for all staff and involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of that training;
- Maximize parental involvement and participation in their children's education by arranging school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend those conferences at school;
- adopt and implement model approaches to improve parental involvement;
- establish an SDSA parent advisory council to provide advice on all matters related to parental involvement in Title I, Part A programs; and
- develop appropriate roles for community-based organizations and businesses, including faith-based organizations, in parental involvement activities.

## Relations with Education Research Agencies

All research proposals must demonstrate that the projected findings will have value to the school. However, because such projects invariably involve school personnel and interrupt class instructional time, it is necessary to evaluate carefully the merits of each project before permission is granted.

All requests to conduct research shall be reviewed by the executive director in accordance with this policy and accompanying procedures to determine if permission shall be granted. If research by non-school personnel is to involve students, complete information about the project shall be provided to parents/guardians and students in advance. No student shall be the subject of any research project without the prior written consent of the student's parent/guardians and the student himself if the student is old enough to understand the process and purpose of the project. Consent shall not be necessary when the researcher merely will observe students engaged in normal activities.

All researchers shall be prepared to explain the purpose, risks, benefits, procedures, results and intended uses of the project in understandable terms. A student or parent/guardian decision not to participate in a research project conducted by non-school personnel shall be kept private and respected in all cases.

### **Survey, analysis, assessment or evaluation of students**

Except as otherwise permitted by law, no student shall be required without prior written consent to submit to a survey, analysis, assessment or evaluation that reveals information concerning:

1. Political affiliations or beliefs of the student or the student's parent/guardian.
2. Mental and psychological problems of the student or the student's family.
3. Sex behavior or attitudes.
4. Illegal, anti-social, self-incriminating or demeaning behavior.
5. Critical appraisals of other individuals with whom the student has a close family relationship.
6. Legally-recognized privileged or analogous relationships such as those of lawyers, physicians and ministers.
7. Religious practices, affiliations or beliefs of the student or the student's parent/guardian.
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Participation in such research or experimentation programs shall require the prior **written** consent of the parent/guardian or emancipated minor.

"Research or experimentation program or project" means a program or project designed to explore or develop new or unproven teaching methods or techniques.

All instructional and supplementary materials used in connection with any research or experimentation program or project shall be available for review by the parents/guardians of students involved in the project.

Agencies or individuals authorized to conduct research in the district shall hold the district harmless from any and all claims occurring out of the authorized project.

## Student Teaching and Internships

The executive director and principal authorize field experiences in teacher education to student teachers participating in teacher education programs.

Student teachers shall be placed based on criteria and processes defined by the executive director or designee. Any compensation received by the institution shall be paid to the supervising teacher, and, if set forth in an agreement, to the student teacher.

The duties and responsibilities of the student teacher shall be determined by mutual agreement between the district and an authorized representative of the college.

For the duration of the field experience, the student teacher shall be deemed an employee of the school for the purpose of workers' compensation and liability insurance as provided for other employees.

Adopted: January 31, 2017

## **CAP4K (SB 08-212) Compliance**

Salida del Sol Academy will comply with all state requirements regarding assessing kindergarten students' school readiness. The State Board of Education has defined school readiness as "both the preparedness of a child to engage in and benefit from learning experiences, and the ability of a school to meet the needs of all students enrolled in publicly funded preschool or kindergarten. School readiness is enhanced when schools, families and community service providers work collaboratively to ensure that every child is ready for higher levels of learning in academic content." Individual learning plans will be written for students to ensure they meet school readiness standards.

If students are not on track for school success Salida del Sol will take the following steps:

- a) Assess and identify the areas of academic needs for the student, establish clear and measurable goals to assist the student and a timeline for reassessment.
- , b) At the end of the timeline re-assess for progress. If progress has not been made a meeting will be scheduled with the parent, teacher and the school RtI coordinator. At this meeting the students' areas of need will be discussed and the group will decide on which school intervention resources would best serve the student.
- c) New goals are set and the student will begin receiving intervention services. The group will meet again in 4 to 8 weeks to determine whether the interventions have been effective in closing the student's achievement gap or whether services that are more intensive are required.