



Board of Cooperative Educational Services  
[www.cboces.org](http://www.cboces.org)

*"Through collaboration, CBOCES will provide value-added resources that enrich educational opportunities for all students."*

## **BOARD OF DIRECTORS**

### **REGULAR MEETING AGENDA**

#### **Date**

**January 18, 2018**

5:30 PM Dinner

6:30 PM Regular Meeting

#### **Location**

**CBOCES Office**

**Lower Level Boardroom**

2020 Clubhouse Drive

Greeley, CO 80634

#### **Board of Directors**

Riste Capps, RE-1 Valley SD

Laura Case, Estes Park SD R-3

Mary Clawson, Weld RE-9 SD

Alphretta Erdmann, Briggsdale School

Brandy Hansen, Brush SD RE-2J

Jane Johnson, Platte Valley SD RE-7

Sara Kopetzky, Wiggins SD RE-50J

Paula Peairs, St. Vrain Valley Schools

Nancy Sarchet, Weld County SD RE-1

Lynette St. Jean, Eaton SD RE-2

Scott Stump, Prairie SD RE-11J

Various, Pawnee SD RE-12

Connie Weingarten, Morgan County SD RE-3

Greg Wheaton, Weldon Valley SD RE-20J

#### **Administration**

Dr. Randy Zila, Executive Director

Terry Buswell, Assistant Executive Director

Dr. Mary Ellen Good, Federal Programs Director

Mark Rangel, Innovative Education Services Director

Jocelyn Walters, Special Education Director

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#### **1.0 Opening of Meeting – 6:30 PM**

1.1 Call to Order

1.2 Roll Call

1.3 Introductions/District Updates

1.4 Approval of Agenda

1.5 Approval of Minutes – November 16, 2017

1.6 Public Participation

Time parameters – Three minutes per speaker; 20 minutes total for public participation

1.7 Board Reports/Requests

1.8 Old Business



*“Through collaboration, CBOCES will provide value-added resources that enrich educational opportunities for all students.”*

Board of Cooperative Educational Services  
[www.cboces.org](http://www.cboces.org)

## **2.0 Re-Organization of Board of Directors**

### **2.1 Election of Officers**

- President
- Vice-President
- Secretary/Treasurer

### **2.2 Approval of Official Seating of New CBOCES Officers and Resolution Authorizing Use of Facsimile Signatures of Board President and Board Secretary/Treasurer**

## **3.0 Consent Agenda**

### **3.1 Approval of Personnel Items**

### **3.2 Approval of Supplemental Appropriations**

### **3.3 Approval of Proposed Additions/Deletions/Revisions to Board Policies/Regulations/Exhibits in Manual Sections G, K, L**

### **3.4 Approval of Designated Public Notice Location for 2018 Board of Directors Meetings**

## **4.0 Presentations**

New Board Member Notebooks

## **5.0 Reports/Discussion**

### **5.1 Superintendents' Advisory Council Report – Dr. Glenn McClain**

### **5.2 Financial Reports – Terry Buswell**

- a. Board Notes for Financial Reports
- b. Investment Report A
- c. Cash Flow Analysis Report B
- d. Cash Flow Chart C
- e. Financial Summary Report
- f. Detailed Expense Report

### **5.3 Directors' Reports**

- a. Dr. Randy Zila, Administration
- b. Terry Buswell, Business Services/Human Resources/Technology Departments
- c. Dr. Mary Ellen Good, Federal Programs Department
- d. Mark Rangel, Innovative Education Services Department
- e. Jocelyn Walters, Special Education Department

## **6.0 Action Items**

### **6.1 Approval of Alternative Funding Source for Eneritech Lighting Improvements at Greeley Office**

## **7.0 Updates/Announcements**

## **8.0 Adjournment**

### **Future Board Meeting Schedule**

April 19, 2018

May 17, 2018

**M E M O R A N D U M**

**TO:** Centennial BOCES Board of Directors

**FROM:** Dr. Randy Zila, Executive Director

**DATE:** January 18, 2018

**SUBJECT: Opening of Meeting**

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***Background Information***

- 1.1 Call to Order
- 1.2 Roll Call
- 1.3 Introductions/District Updates
- 1.4 Approval of Agenda
- 1.5 Approval of Minutes – November 16, 2017
- 1.6 Public Participation – Time parameters (Three minutes per speaker; 20 minutes total)
- 1.7 Board Reports/Requests
- 1.8 Old Business

***Recommended Action***

Approve or Amend Agenda  
Approve or Amend Minutes  
Other – as determined by Board

## **1.0 OPENING OF MEETING**

The Board of Directors of the Centennial Board of Cooperative Educational Services (CBOCES) met on November 16, 2017 at the CBOCES Office, 2020 Clubhouse Drive, Greeley, Colorado.

### **1.1 Call to Order**

*Secretary/Treasurer Sarchet called the meeting to order at 6:36 PM.*

### **1.2 Roll Call**

#### **Board Members (or alternates) present:**

Mary Clawson, Weld RE-9  
Alphretta Erdmann, Briggsdale RE-10  
Jane Johnson, Platte Valley RE-7  
Nancy Kugler, Alternate, Prairie RE-11 (electronic participation)  
Paula Peairs, St Vrain Valley RE-1J  
Nancy Sarchet, Weld RE-1  
Lynnette St. Jean, Eaton RE-2  
Jeff Wahlert, Pawnee RE-12  
Greg Wheaton, Weldon Valley RE-20J

#### **Board Members absent:**

Mike Dixon, Brush RE-2  
Troy Freauuff, Wiggins RE-50J  
Cindy Horner, Valley RE-1 Sterling  
Todd Schneider, Morgan RE-3  
Cody Walker, Estes Park R-3

#### **Superintendents present:**

Dr. Glenn McClain, Platte Valley RE-7  
Don Rangel, Weld RE-1

#### **CBOCES Staff present:**

Dr. Randy Zila, Executive Director  
Terry Buswell, Assistant Executive Director  
Dr. Mary Ellen Good, Federal Programs Director  
Jocelyn Walters, Special Education Director  
Shana Garcia, Executive Administrative Assistant

### **1.3 Introductions/District Updates**

Board Members shared information for their respective districts' activities

### **1.4 Approval of Agenda**

*Jeff Wahlert moved to approve the agenda as presented. Lynette St. Jean seconded.*

**The motion passed by unanimous roll call vote: [Mary Clawson, yes; Mike Dixon, absent; Alphretta Erdmann, yes; Troy Freauuff, absent; Cindy Horner, absent; Jane Johnson, yes; Nancy Kugler, yes; Paula Peairs, yes; Nancy Sarchet, yes; Todd Schneider, absent; Lynnette St. Jean, yes; Jeff Wahlert, yes; Cody Walker, absent; Greg Wheaton, yes]**

### **1.5 Approval of Minutes**

*Lynette St. Jean moved to approve the minutes from the September 21, 2017 regular meeting. Alphretta Erdmann seconded.*

**The motion passed by unanimous roll call vote: [Mary Clawson, yes; Mike Dixon, absent; Alphretta Erdmann, yes; Troy Freauuff, absent; Cindy Horner, absent; Jane Johnson, yes; Nancy Kugler, yes; Paula Peairs, abstain; Nancy Sarchet, yes; Todd Schneider, absent; Lynnette St. Jean, yes; Jeff Wahlert, yes; Cody Walker, absent; Greg Wheaton, yes]**

### **1.6 Public Participation**

None

### **1.7 Board Reports/Requests**

None

### **1.8 Old Business**

None

## **2.0 CONSENT AGENDA**

### **2.1 Approval of Personnel Items**

### **2.2 Approval of Supplemental Appropriations**

### **2.3 Approval of Proposed Additions/Deletions/Revisions to Board Policies/Regulations/Exhibits in Manual Sections A, B, C, D, E, F**

*Mary Clawson moved to approve Consent Agenda items 2.1 through 2.3 as presented. Jane Johnson seconded.*

**The motion passed by unanimous roll call vote: [Mary Clawson, yes; Mike Dixon, absent; Alphretta Erdmann, yes; Troy Freauuff, absent; Cindy Horner, absent; Jane Johnson, yes; Nancy Kugler, yes; Paula Peairs, yes; Nancy Sarchet, yes; Todd Schneider, absent; Lynnette St. Jean, yes; Jeff Wahlert, yes; Cody Walker, absent; Greg Wheaton, yes]**

## **3.0 PRESENTATIONS**

### **3.1 Revamped Centennial BOCES website**

Bonnie Burcham presented new features on Centennial BOCES' website.

## **4.0 REPORTS / DISCUSSION**

### **4.1 FY 2016-17 Financial Statements and Single Audit Report – Mr. Terry Buswell and Mr. Tim Mayberry**

Mr. Mayberry reported that the audit went very smoothly and that Mr. Buswell and his staff have excellent records and bookkeeping standards. There were no problems found and very few recommendations have been issued as a result of the audit.

### **4.2 Superintendents' Advisory Council (SAC) Report**

Dr. Glenn McClain provided information from the November SAC meeting that included:

- Centennial BOCES School to Work Alliance Program (SWAP) employees recognized for excellence by State Department of Vocational Rehabilitation

#### **4.3 First Reading, Proposed Additions/Deletions/Revisions to Board Policies/Regulations/Exhibits in Manual Sections G, K, L**

Proposed additions/deletions/revisions to Board policies/regulations/exhibits in manual sections G, K and L were the result of a scheduled review to streamline policies/regulations/exhibits, ensure alignment with applicable procedure and/or statute, promote best practice, and to eliminate redundancy. The proposed additions/deletions/revisions reflected sample policies/regulations/exhibits produced by the Colorado Association of School Boards (CASB) and contained all the content/language CASB believed best met the intent of the law. The last complete review of the Centennial BOCES policy manual was completed in 2005, however as required by law all districts and BOCES must follow the most current statutes which always supersede outdated local policies. Although generally not requiring Board approval, regulations and exhibits were included in this discussion item to assist with policy review and clarification. This agenda item will return for approval at the January 18, 2018 Board meeting.

#### **4.4 Financial Reports – Mr. Terry Buswell, Assistant Executive Director**

- a. Board Notes for Financial Reports
- b. Investment Report A
- c. Cash Flow Analysis Report B
- d. Cash Flow Chart C
- e. Financial Summary Report
- f. Detailed Expense Report

#### **4.5 Directors' Reports**

- Written updates were included in the Board packet as noted below
  - a. Dr. Randy Zila, Executive Director – shared information on the following topics:
    - Presented Paula Peairs with BOD retirement plaque
    - Updates on pavement project at Greeley office, lighting project at Greeley office, HVAC project at Ft. Morgan office
    - PERA proposed changes to retirement structure
  - b. Mr. Terry Buswell, Assistant Executive Director – written report
  - c. Dr. Mary Ellen Good, Director of Federal Programs – written report
  - d. Mr. Mark Rangel, Director of Innovative Education Services – written report
  - e. Ms. Jocelyn Walters, Director of Special Education – written report

### **5.0 ACTION ITEMS**

#### **5.1 Approval of FY 2016-17 Financial Statements and Single Audit**

*Jeff Wahlert moved to approve the FY-2016-17 Financial Statements and Single Audit as presented. Paula Peairs seconded.*

**The motion passed by unanimous roll call vote: [Mary Clawson, yes; Mike Dixon, absent; Alphretta Erdmann, yes; Troy Freauff, absent; Cindy Horner, absent; Jane Johnson, yes; Nancy Kugler, yes; Paula Peairs, yes; Nancy Sarchet, yes; Todd Schneider, absent; Lynnette St. Jean, yes; Jeff Wahlert, yes; Cody Walker, absent; Greg Wheaton, yes]**

**5.2 Approval of CBOCES 2016-17 Financial Accreditation Report**

*Lynette St. Jean moved to approve the 2016-17 Financial Accreditation Report as presented. Jeff Wahlert seconded.*

**The motion passed by unanimous roll call vote: [Mary Clawson, yes; Mike Dixon, absent; Alphretta Erdmann, yes; Troy Freauuff, absent; Cindy Horner, absent; Jane Johnson, yes; Nancy Kugler, yes; Paula Peairs, yes; Nancy Sarchet, yes; Todd Schneider, absent; Lynnette St. Jean, yes; Jeff Wahlert, yes; Cody Walker, absent; Greg Wheaton, yes]**

**5.3 Approval of Contract Award for HVAC Improvements at Ft. Morgan Office to Spotts Brothers Furnace Company**

*Mary Clawson moved to approve contract award for HVAC Improvements at Ft. Morgan Office to Spotts Brothers Furnace Company. Lynette St. Jean seconded.*

**The motion passed by unanimous roll call vote: [Mary Clawson, yes; Mike Dixon, absent; Alphretta Erdmann, yes; Troy Freauuff, absent; Cindy Horner, absent; Jane Johnson, yes; Nancy Kugler, yes; Paula Peairs, yes; Nancy Sarchet, yes; Todd Schneider, absent; Lynnette St. Jean, yes; Jeff Wahlert, yes; Cody Walker, absent; Greg Wheaton, yes]**

**5.4 Approval of Lighting Improvements at Greeley Office by Enertech**

*Alphretta Erdmann moved to approve lighting improvement at Greeley Office by Enertech. Jane Johnson seconded.*

**The motion passed by unanimous roll call vote: [Mary Clawson, yes; Mike Dixon, absent; Alphretta Erdmann, yes; Troy Freauuff, absent; Cindy Horner, absent; Jane Johnson, yes; Nancy Kugler, yes; Paula Peairs, yes; Nancy Sarchet, yes; Todd Schneider, absent; Lynnette St. Jean, yes; Jeff Wahlert, yes; Cody Walker, absent; Greg Wheaton, yes]**

**6.0 UPDATES/ANNOUNCEMENTS**

- Elections for board officers will occur at January meeting

**7.0 ADJOURNMENT**

*The meeting was adjourned by acclamation at 7:56 PM.*

Respectfully Submitted,



Shana Garcia – Centennial BOCES  
Executive Administrative Assistant to the CEO, BOD, SAC

**MEMORANDUM**

**TO:** Centennial BOCES Board of Directors  
**FROM:** Scott Stump, Board Vice President  
**DATE:** January 18, 2018  
**SUBJECT: Reorganization of Board of Directors**

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***Background Information***

**Election of Officers**

Colorado Revised Statutes 22-5-105 and Centennial BOCES bylaws require the CBOCES Board to reorganize and elect officers to serve a two-year term following each general election in which local boards of education members are elected and are appointed to the CBOCES Board of Directors.

The bylaws specify that the Board of Directors shall elect the following officers: President, Vice-President, Secretary and Treasurer. The bylaws specify that the secretary and treasurer position may be served by one person.

See enclosure 2.1A for Election Procedures

**Approval of Resolution Authorizing Use of Facsimile Signatures of Board President and Board Secretary/Treasurer**

To comply with state statutory requirements and CBOCES bylaws, it is necessary to pass a resolution to allow the CBOCES administration to use facsimile signatures of the Board President and Board Secretary/Treasurer. Facsimile signatures of the Board President and Board Secretary/treasurer will be used to approve all checks and payments issued by the CBOCES.

See enclosure 2.1B for Resolution Document

***Recommended Action***

To elect a Board President, Vice-President, and Secretary/Treasurer to serve for a two year term, and to approve the attached resolution and obtain the signatures of the Board officers on the attached form.



**GUIDELINES FOR ELECTION OF OFFICERS**

**TO:** Centennial BOCES Board of Directors

**FROM:** Randy Zila, Executive Director

**DATE:** January 18, 2018

**SUBJECT: Process for Election of Officers**

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***Background Information***

- Any member of the Board of Directors is eligible to hold office (President, Vice President, Secretary/Treasurer)
- Verbally nominate another Board Member or self-nominate for a specific office
- A motion must be made to cease nominations – followed by a second – followed by vote
- Voting may be by secret, hand written ballot tallied by Shana Garcia (Executive Administrative Assistant) and Terry Buswell (Chief Financial Officer)

**RESOLUTION**  
**Use of Facsimile Signatures**

WHEREAS, \_\_\_\_\_ has been duly elected as the President of Centennial BOCES Board of Directors at the January 18, 2018 meeting; and,

WHEREAS, \_\_\_\_\_ has been duly elected as the Vice President of the Centennial BOCES Board of Directors at the January 18, 2018 meeting; and,

WHEREAS, \_\_\_\_\_ has been duly elected as the Secretary/Treasurer of the Centennial BOCES Board of Directors at the January 18, 2018 meeting;

NOW, THEREFORE, BE IT RESOLVED, that the Board, acting under the authority of Section 22-32-121 C.R.S., does hereby authorize and approve the use of facsimile signatures for:

\_\_\_\_\_ President

\_\_\_\_\_ Secretary/Treasurer

BE IT FURTHER RESOLVED, that the "Consent to Use Facsimile Signature", approving the designated employees to affix said facsimile signatures, be recorded in the proceedings of the Board.

WHEREAS, it will be necessary to continue to use the previous officers' signatures until a new signature plate is completed,

BE IT THEREFORE RESOLVED, that the Centennial BOCES Board of Directors authorizes the continued use of the facsimile signatures of the previous officers until a new signature plate is completed.

Adopted this 18<sup>th</sup> day of January, 2018

Centennial Board of Cooperative Educational Services

(Seal)

By: \_\_\_\_\_

President

Centennial Board of Cooperative Educational Services

Attest: \_\_\_\_\_

Secretary/Treasurer

Centennial Board of Cooperative Educational Services

**CONSENT TO USE FACSIMILE SIGNATURE**

I, \_\_\_\_\_, duly elected President of the Centennial BOCES Board of Directors at the January 18, 2018 meeting do hereby consent to the use, by designated employees, of my facsimile signature to any approved warrant, order, check, or instrument, by any device capable of affixing a facsimile signature.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONSENT TO USE FACSIMILE SIGNATURE**

I, \_\_\_\_\_, duly elected Secretary/Treasurer of the Centennial BOCES Board of Directors at the January 18, 2018 meeting do hereby consent to the use, by designated employees, of my facsimile signature to any approved warrant, order, check, or instrument, by any device capable of affixing a facsimile signature.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CENTENNIAL BOCES  
EMPLOYEES AUTHORIZED TO USE FACSIMILE SIGNATURE STAMPS**

**Terry Buswell**

**Assistant Executive Director**

**Bela Russell**

**Accounting Specialist**

**Mandy Sage**

**Human Resource Specialist**

**Shana Garcia**

**Executive Administrative Assistant**

**MEMORANDUM**

**TO:** Centennial BOCES Board of Directors  
**FROM:** Dr. Randy Zila, Executive Director  
**DATE:** January 18, 2018  
**SUBJECT: Consent Agenda**

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***Background Information***

**3.1 Approval of Personnel Items**  
See Attached

**3.2 Approval of Supplemental Appropriations**

Title I Part A Grant Project:	\$496,787.00
Title II Part A Grant Project:	\$43,450.00
Title III English Language Grant Project:	\$4,614.00
Title III Immigrant Set-Aside Grant Project:	\$416.00

**3.3 Approval of Proposed Additions/Deletions/Revisions to Board Policies/Regulations/Exhibits in Manual Sections G, K, L**  
See Attached

**3.4 Approval of Designated Public Notice Location for 2018 Board of Directors Meetings**  
See Attached

***Recommended Action***

Approve Consent Agenda Action Items As Presented

## **M E M O R A N D U M**

**TO:** Centennial BOCES Board of Directors  
**FROM:** Dr. Randy Zila, Executive Director  
**DATE:** January 18, 2018  
**SUBJECT:** Approval of Personnel Items - Staff Resignations / Releases

<b>Employee Name</b>	<b>Position</b>	<b>Department</b>	<b>Date</b>	<b>Comments</b>
Garcia, Shana	Executive Administrative Assistant	Administration	1/31/2018	Retiring, returning in March under 110 day assignment
Hill, Debra	Para-Professional	Special Education	12/8/2017	Resigned

## **MEMORANDUM**

**TO:** Centennial BOCES Board of Directors  
**FROM:** Dr. Randy Zila, Executive Director  
**DATE:** January 18, 2018  
**SUBJECT:** Approval of Personnel Items - Staff Appointments

<b>Employee Name</b>	<b>Beginning Date</b>	<b>Assignment</b>	<b>Department</b>	<b>Position FTE</b>	<b>Rate of Pay</b>	<b>Justification / Comments</b>
Burkholder, Shanna	11/27/2017	Para-Professional	Special Ed	N/A	\$12.56/hour	New Hire
Condon, Ethel	11/20/2017	Coach/Mentor	Innovative Ed	N/A	\$650/student	New Hire
Means-Tranthem, Keri	11/13/2017	Para-Professional	Special Ed	N/A	\$12.06/hour	New Hire
Youngren, Beth	11/27/2017	ESCE Teacher	Special Ed	N/A	\$33.57/hour	Re-Hire



BE IT RESOLVED by the Centennial Board of Cooperative Educational Services' Board of Directors, in the County of Weld, that the additional amount of \$496,787 be appropriated into the 2017-2018 Centennial BOCES budget for the Title I Part A Grant project. This budget increase is based on carryover funds from 2016-17 and the inclusion of Valley RE-1 to the grant and will increase this budget from \$704,187 to \$1,200,974.

Adopted and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

CENTENNIAL BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

BE IT RESOLVED by the Centennial Board of Cooperative Educational Services' Board of Directors, in the County of Weld, that the additional amount of \$43,450 be appropriated into the 2017-2018 Centennial BOCES budget for the Title II Part A Grant project. This budget increase is based on carryover funds from 2016-17 and the inclusion of Valley RE-1 to the grant and will increase this budget from \$226,386 to \$269,836.

Adopted and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

CENTENNIAL BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

BE IT RESOLVED by the Centennial Board of Cooperative Educational Services' Board of Directors, in the County of Weld, that the additional amount of \$4,614 be appropriated into the 2017-2018 Centennial BOCES budget for the Title III English Language Grant project. This budget increase is based on carryover funds from 2016-17 and will increase this budget from \$80,581 to \$85,195.

Adopted and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

CENTENNIAL BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

BE IT RESOLVED by the Centennial Board of Cooperative Educational Services' Board of Directors, in the County of Weld, that the amount of \$416 be appropriated into the 2017-2018 Centennial BOCES budget for the Title III, Immigrant Set-Aside Grant project. This budget is based on carryover funds from 2016-17.

Adopted and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

CENTENNIAL BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

## OPEN HIRING/EQUAL EMPLOYMENT OPPORTUNITY

The Centennial BOCES Board subscribes to the principles of the dignity of all people and their labors, provides equal opportunities for employment and advancement of all members of the CBOCES work force. It also recognizes that it is both culturally and educationally sound to have persons of diverse backgrounds on the agency's CBOCES's staff.

Therefore, CBOCES ~~it shall be the policy of the agency to~~ promote and provide for equal opportunity in recruitment, selection, promotion and dismissal of all personnel. Total commitment on the part of ~~the CBOCES~~ towards equal employment opportunity shall apply to all people without regard to race, color, creed, sex, sexual orientation (which includes transgender), religion, national origin, ancestry, age, genetic information, marital status, disability or conditions related to pregnancy or childbirth or handicap.

CBOCES shall ~~Every available opportunity will be taken to ensure that it the agency does not unlawfully discriminate~~ in any area of employment, including job advertising, pre-employment requirements, recruitment, compensation, fringe benefits, job classifications, promotion and terminations.

LEGAL REFS.:      20 U.S.C. §1681 Title IX of the Education Amendments of 1972  
                         29 U.S.C. §201 et seq. Fair Labor Standards Act  
                         29 U.S.C. §621 et seq. Age Discrimination in Employment Act of 1967  
                         29 U.S.C. §79401 et seq. Section 504 of the Rehabilitation Act of 1973  
                         42 U.S.C. §12101 et seq. Title II Americans with Disabilities Act  
                         42 U.S.C. §2000d Title VI of the Civil Rights Act of 1964  
                         42 U.S.C. §2000e Title VII of the Civil Rights Act of 1964  
                         42 U.S.C. §2000ff et seq. Genetic Information Nondiscrimination Act of 2008  
                         C.R.S. 2-4-401 (13.5) definition of sexual orientation, which includes transgender  
                         C.R.S. 22-32-110 (1)(k) discrimination in employment prohibited  
                         C.R.S. 22-61-101 discrimination in teacher employment prohibited  
                         C.R.S. 24-34-301 et seq. Colorado Civil Rights Division procedures  
                         C.R.S. 24-4-301(7) definition of sexual orientation, which included transgender  
                         C.R.S. 24-34-402 et seq. discriminatory or unfair employment practices  
                         C.R.S. 24-34-402.3 discrimination based on pregnancy, childbirth or related conditions

CROSS REFS.:      AC, Nondiscrimination/Equal Opportunity  
                         ~~ACA, Nondiscrimination on the Basis of Sex~~  
                         ~~ACB, Nondiscrimination on the Basis of Ethnicity and Race~~  
                         ~~ACE, Nondiscrimination on the Basis of Handicap/Disability~~  
                         GBAA, Sexual Discrimination and Harassment

### Revised:

Revised: April 17, 2008

Adopted: June 16, 1998

Centennial BOCES

## **STAFF-SEXUAL HARASSMENT**

~~Sexual harassment of or by employees shall be prohibited and shall not be tolerated. The Centennial BOCES is committed to creating and maintaining a a learning and working environment that is free from sexual harassment. Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination. of objectionable and disrespectful conduct and communication of a sexual nature. Any individual who engages in sexual harassment while acting as a member of the CBOCES community shall be in violation of this policy.~~

It shall be a violation of policy for any member of the CBOCES staff to harass another staff member or student through conduct or communications of a sexual nature. 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 committed by a CBOCES employee in the course of employment shall be deemed a breach of duty, and as such, shall subject the offending employee to disciplinary action. This policy applies to non-employee volunteers or any other persons who work subject to the control of the CBOCES. shall include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment shall be regarded as a violation of this policy when:

### **Sexual Harassment Prohibited**

For purposes of this policy, unwelcome sexual advances, requests for sexual favors, or other unwelcome conduct of a sexual nature constitutes sexual harassment if:

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

The prohibition against sexual harassment applies whether the harassment is between people of the same or different gender.

Sexual harassment as defined above may include but is not limited to:

1. Sex-oriented verbal "kidding", abuse or harassment.
  2. Pressure for sexual activity.
  3. Repeated remarks to a person with sexual implications.
  4. Unwelcome touching, such as patting, pinching or constant brushing against another's body.
  5. Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades, employment status or similar personal concerns.
  6. Sexual violence.
- 
- ~~1. Suggestive or obscene letters, notes or invitations; derogatory comments; slurs; jokes; epithets; assault; touching; impeding or blocking movement; leering gestures, or display of sexually suggestive objects, pictures or cartoons.~~
  - ~~2. Continuing to express sexual interest after being informed that the interest is unwelcome.~~

- ~~3. Implying or withholding support for an appointment, promotion or change of assignment; suggesting that a poor performance report shall be prepared, or suggesting that probation shall be failed if sexual favors are rejected.~~
- ~~4. Coercive sexual behavior used to control, influence or affect the career, salary and/or work environment of another employee.~~
- ~~5. Offering or granting favors or employment benefits such as promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassification, etc., in exchange for sexual favors.~~
- ~~6. Retaliating against employees who attempt to or do complain about the behaviors described above.~~

### **Reporting, Investigating and Sanctions**

It is the express desire of the Board to encourage victims of, or witnesses to, sexual harassment to report such claims through the CBOCES's compliant process.

Employees who feel that their superiors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon agreement to unwelcome conduct of a sexual nature, believe they have been victims of sexual harassment are encouraged to report these conditions to the appropriate administrator or to the CBOCES's compliance officer. come forward and express their complaints to their department supervisor, human resources, a member of the CBOCES' Board of Directors, or directly to legal counsel for CBOCES or to an attorney.

All reports of sexual harassment received by any CBOCES employee shall be promptly forwarded to the compliance officer. The compliance officer shall ensure that every complaint is promptly investigated and responded to as set forth in the CBOCES's complaint and compliance process. No reprisals or retaliation shall be allowed to occur as a result of the good faith reporting of charges of sexual harassment. Requests for confidentiality shall be honored so long as doing so does not preclude CBOCES from responding effectively to the harassment and preventing such conduct in the future.

Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to, warning or reprimand, suspension, or termination, in accordance with applicable Board policy. Conduct of a sexual nature directed toward students shall, in appropriate circumstances, be reported as child abuse for investigation by appropriate authorities in conformity with the Board's policy regarding child abuse reporting.

Filing of a complaint or otherwise reporting sexual harassment shall not reflect upon the individual's status or affect future employment or work assignments. All matters involving sexual harassment complaints shall remain confidential to the extent possible.

~~These complaints shall be investigated as confidentially as possible and appropriate action shall be taken.~~

~~Employee conduct, whether intentional or unintentional, that results in the sexual harassment of other employees is illegal and may result in disciplinary action up to and including discharge.~~

~~The Executive Director or designee shall develop regulations for the enforcement of this policy.~~

### **Notice of Policy**

Notice of this policy shall be circulated to all CBOCES schools and departments.

LEGAL REFS.:        20 U.S.C. §1681 et seq. Title IX of the Education Amendments of 1972

42 U.S.C. §2000e et seq. Title VII of the Civil Rights Act of 1964  
C.R.S. 24-34-301 et seq. Colorado Civil Rights Division procedures  
C.R.S. 24-34-401 et seq. discrimination or unfair employment practices

CROSS REFS.: ACF, Nondiscrimination/Equal Opportunity Interpersonal/Human  
Relations (Harassment of Students and Staff)

JLF, Reporting Child Abuse/Child Protection JBB, Sexual Harassment

Revised:

Revised: April 18, 2008

Revised: December 7, 2004

Adopted: April 20, 2000

Centennial BOCES



**This regulation is recommended for deletion as it is included in regulation AC-R**  
**STAFF SEXUAL HARASSMENT GRIEVANCE PROCEDURE**

~~Members of the Centennial BOCES community who believe that they have been subject to sexual harassment may report the incident to their Supervisor, Program Director, or the Executive Director, who will be referred to as the grievance officer. If the alleged harasser is the person designated as the grievance officer, an alternate grievance officer will be appointed by the Executive Director to investigate the matter.~~

~~Upon receiving a report, the grievance officer will confer with the staff member who has allegedly been harassed as soon as is reasonably possible, but in no event more than two business days from receiving the report, in order to obtain a clear understanding of the basis of the complaint and to discuss what action the staff member is seeking.~~

~~At the initial meeting with the staff member, the grievance officer will explain the avenues for informal and formal action and provide a description of the grievance procedure. The grievance officer will also explain that whether or not the staff member files a formal grievance or otherwise requests action, the CBOCES is required by law to take steps to correct the harassment and to prevent recurring harassment or retaliation against anyone who makes a harassment report or participates in an investigation. The grievance officer will also explain to the staff member that any request for confidentiality will be honored so long as doing so does not preclude the CBOCES from responding effectively to the harassment and preventing future harassment.~~

~~Following the initial meeting with the staff member, the grievance officer will attempt to meet with the alleged harasser in order to obtain a response to the reported harassment. The grievance officer will conduct a thorough investigation, including additional interviews with the parties and interviews with witnesses, if available. The grievance officer will complete the investigation within 14 business days of the initial meeting with the staff member.~~

~~Within seven business days of completing the investigation, the grievance officer will determine whether the matter should proceed formally or informally. On the basis of the grievance officer's investigation and if the staff member requests that the matter be resolved in an informal manner and the grievance officer agrees that the matter is suitable for such resolution, the grievance officer may attempt to resolve the matter informally through conciliation.~~

~~If the staff member requests a formal grievance process, the grievance officer will transfer the record to the Executive Director or designee for formal resolution within seven business days of completing the investigation and so notify the parties by certified mail.~~

~~After reviewing the record made by the grievance officer, the Executive Director or designee may gather additional evidence necessary to decide the case. Within 14 business days of receiving the record, the Executive Director or designee will announce any sanctions or other action deemed appropriate including recommendations to the Board of Directors for disciplinary or other action.~~

~~Whether or not a formal grievance was filed, the CBOCES will take all reasonable steps necessary to end the harassment, to prevent harassment from recurring, and to prevent retaliation against anyone who reports sexual harassment or participates in a harassment investigation.~~

~~All parties will be notified by the Executive Director of the final outcome of the investigation and all steps taken by the CBOCES.~~

~~At any time, the staff member making a report of sexual harassment may request an end to the informal process and begin the formal grievance process.~~

~~Revised: October 25, 2005  
Centennial BOCES~~

**This regulation is recommended for deletion as it is included in regulation AC-R**  
**STAFF SEXUAL HARASSMENT GUIDELINES**

**Definitions**

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

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

Sexual harassment may include but is not limited to:

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

Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination.

**Prohibition**

A working and learning environment that is free from sexual harassment shall be maintained. Staff members or students who harass other staff members or students shall be subject to disciplinary action.

**Grievances**

Employees and students may file a grievance of sexual harassment through use of the accompanying grievance procedure. The grievance shall be filed with the designated Title IX Compliance Officer.

All matters involving sexual harassment complaints shall remain confidential to the extent possible.

Filing of a grievance or otherwise reporting sexual harassment shall not reflect upon the individual's status, employment, or affect grades.

**Notice**

Notice of these guidelines shall be circulated to all Centennial BOCES schools and departments and incorporated in student and employee handbooks.

LEGAL REFS.: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*  
Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*  
C.R.S. §24-34-401 *et seq.*

Revised: October 25, 2005

Adopted: April 20, 2000

~~Centennial BOCES~~

## STAFF ETHICS/CONFLICT OF INTEREST

~~All employees of the Centennial BOCES shall maintain personal integrity in their relationships with the CBOCES. They shall refrain from arrangements which might be construed as a conflict of interest with their responsibilities to the CBOCES. In the event that a conflict of interest is present, employees shall either disassociate themselves from the arrangement or from the CBOCES. If the employee elects to disassociate himself/herself from the CBOCES he/she must do so in accordance with applicable statutes and CBOCES policies and/or procedures.~~

No employee of ~~the~~ Centennial BOCES shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his or her duties and responsibilities in ~~the~~ Centennial BOCES system. Employees are expected to perform the duties of the position to which they are assigned and to observe rules of conduct and ethical principles established by state law and Centennial BOCES policies and regulations.

It shall be understood that all confidential information an employee is privy to as a result of Centennial BOCES employment ~~will~~ shall be kept strictly confidential. In addition, employees shall not utilize information ~~or materials~~ solely available to them through Centennial BOCES ~~sources~~ to engage in any type of work outside of ~~the~~ Centennial BOCES. This includes information concerning potential customers, clients, or other employers.

An employee shall not sell any books, instructional supplies, musical instruments, equipment or other school supplies ~~or equipment~~, to any employee ~~or~~ student, or to the parents/guardians of students ~~who attend a school served by the employee unless~~ prior approval has been obtained from the Board ~~or~~ Executive Director.

Moreover, to avoid a conflict of interest, ~~the~~ Centennial BOCES prohibits an employee from exercising supervisory, appointment, evaluation, dismissal authority, or disciplinary action over a member of the spouse or employee's immediate family who is directly related. For purposes of this policy, an employee's "immediate family" includes his or her spouse, partner in a civil union, children and parents. In addition, an employee may not audit, verify, receive, or be entrusted with moneys received or handled by a member of the employee's immediate family, spouse or employee who is directly related. An employee shall not have ~~Nor shall a spouse or employee who is directly related have~~ access to the employer's confidential information concerning a member of the employee's immediate family, including payroll and personnel records.

~~"Directly related" is defined as an employee's spouse, father, mother, son, daughter, brother, grandfather, grandmother, sister, aunt, uncle, or first cousin. If a person is hired who is directly related to another CBOCES employee and working in a department where the employee would be evaluated by a directly related employee, as defined above, the Executive Director, or his/her designee, shall be assigned evaluation authority and disciplinary action authority over the directly related employee.~~

### **Conflicts of Interest - Federally Funded Transactions**

Separate from state law and the Board's policies concerning Centennial BOCES employees' standards of conduct and conflict of interest, federal law imposes restrictions on the conduct of Centennial BOCES employees whenever the transaction in question is supported by federal funds subject to the Uniform Grant Guidance (UGG).

Under the UGG, a Centennial BOCES employee shall not participate in the selection, award or administration of a contract supported by a federal award if the employee has a conflict of interest as defined by the UGG.

A conflict of interest arises under the UGG when the employee, any member of his or her immediate family, his or her business partner, or an organization which employs or is about to employ any of the aforementioned parties has a substantial financial or other interest in or would obtain a substantial tangible personal benefit from a firm considered for a contract.

In addition, the UGG prohibits Centennial BOCES employees from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or parties to subcontracts that are federally funded, unless the gift is an unsolicited item of nominal value.

For purposes of this policy section only, "immediate family" means the employee's spouse, partner in a civil union, children and parents. In determining whether a financial or other interest is "substantial," or whether anything solicited or accepted for private benefit is of "nominal value," Centennial BOCES employees shall follow the standards of conduct and corresponding definitions applicable to local government employees under state law.

These minimum federal requirements are not waivable in connection with any transaction or contract to which they apply.

An employee who violates the standards of conduct set forth in this policy's section may be subject to disciplinary action, in accordance with applicable law and Board policy.

LEGAL REFS.: 2 C.F.R. 200.318(c) Uniform Grant Guidance – written standards of conduct covering conflicts of interest required concerning the selection, award and administration of contracts supported by federal funds  
Constitution of Colorado, Article X, Section 13 {felony to make a profit on public funds}  
C.R.S. 14-15-101 et seq. Colorado Civil Union Act  
C.R.S. 24-18-109 government rules of conduct  
C.R.S. 24-18-110 voluntary disclosure  
C.R.S. 24-18-201 standards of conduct – interests in contracts  
C.R.S. 24-18-202 standards of conduct – interests in sales  
C.R.S. ~~22-63-204~~ (teachers receiving money for items sold to students/parents without written consent from Board)  
C.R.S. 24-34-402 (1) (discriminatory and unfair employment practices)  
C.R.S. 24-34-402 (1) (h) (nepotism provisions)

CROSS REFS.: DKC, Expense Authorization/Reimbursement (Mileage and Travel)  
GBEB, Staff Conduct (And Responsibilities)  
GCQF, Discipline, Suspension and Dismissal of Professional Staff  
GDQD, Discipline, Suspension and Dismissal of Support Staff

Revised:

Reviewed: CASB 2005

Adopted: October 24, 2002

Centennial BOCES

## **STAFF CONDUCT (AND RESPONSIBILITIES)**

All staff members have a responsibility to become familiar with and abide by federal and state the laws of the state as these affect their work, and the policies and regulations of ~~of the Board and the regulations of the Centennial BOCES.~~

As representatives of Centennial BOCES and role models for students, all staff shall demonstrate and uphold high professional, ethical and moral standards. Staff members shall conduct themselves in a manner that is consistent with the mission of Centennial BOCES and shall maintain professional boundaries with students at all times in accordance with this policy's accompanying regulation. Interactions between staff members must be based on mutual respect and any disputes will be resolved in a professional manner.

### **Rules of Conduct**

Each staff member shall observe the following rules of conduct established by state law. Accordingly, ~~which specify that a Centennial BOCES employee shall not:~~

1. Disclose or use confidential information acquired in the course of employment to further substantially the employee's ~~personal~~ financial interests.
2. Accept a gift of substantial value ~~(\$50 or greater)~~ or substantial economic benefit tantamount to a gift of substantial value which would tend to improperly influence a reasonable person in the position to depart from the faithful and impartial discharge of the staff member's duties, or which the staff member knows or should know is primarily for the purpose of a reward for action taken, ~~in which the staff member exercised discretionary authority.~~
3. Engage in substantial financial transaction for private business purposes with a person whom the staff member supervises.
4. Perform any action ~~in which the staff member has discretionary authority~~ which directly and substantially confers an economic benefit tantamount to a gift of substantial value on a business or other undertaking in which the staff member has a substantial financial interest or is engaged as a counsel, consultant, representative, or agent.

~~The phrase "economic benefit tantamount to a gift of substantial value" includes a loan at a rate of interest substantially lower than the prevailing commercial rate and compensation received for private services rendered at a rate substantially exceeding the fair market value.~~

~~It is permissible for an employee to receive:~~

- ~~1. An occasional nonpecuniary gift which is insignificant in value.~~
- ~~2. A nonpecuniary award publicly presented by a nonprofit organization in recognition of public service.~~
- ~~3. Payment or reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which he or she is scheduled to participate.~~
- ~~4. Reimbursement for or acceptance of an opportunity to participate in a social function or meeting which is not extraordinary when viewed in light of the position.~~
- ~~5. Items of perishable or nonpermanent value including but not limited to meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events (donated by a non-profit organization).~~

6. ~~Items of perishable or nonpermanent value including but not limited to meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events or a series of tickets to sporting events of a specific team during a season or to cultural events of a specific company donated by an individual or a for profit business shall be limited to a total value of \$100 per school year.~~
7. ~~Payment for speeches, appearances or publications reported as honorariums.~~

All staff members shall be expected to carry out their assigned responsibilities with conscientious concern.

It shall not be considered a breach of conduct for a staff member to:

1. Use Centennial BOCES facilities and equipment to communicate or correspond with constituents, family members or business associates on an occasional basis.
2. Accept or receive a benefit as indirect consequence of transacting Centennial BOCES business.

Essential to the success of ongoing Centennial BOCES operations and the instructional program are the following specific responsibilities, which shall be required of all personnel:

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of the policies of the Board and regulations of ~~the C~~ Centennial BOCES administration ~~in regard to students.~~
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of Centennial BOCES property.
5. Concern and attention toward ~~their own and the C~~ BOCES' legal responsibility for the safety and welfare of students, ~~including the need to ensure that students are supervised at all times.~~

~~A staff member may request an advisory opinion from the Secretary of State concerning issues relating to conduct that is proscribed by law.~~

### **Child Abuse**

All Centennial BOCES employees who have 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 in accordance with Board policy and state law.

The Executive Director is authorized to conduct an internal investigation or to take any other necessary steps if information is received from a county department of social services or a law enforcement agency that a suspected child abuse perpetrator is a Centennial BOCES employee. Such information shall remain confidential except that the Executive Director shall notify the Colorado Department of Education of the child abuse investigation.

### **Possession of Deadly Weapons**

The ~~Board's provisions of the policy~~ regarding public possession of deadly weapons on Centennial BOCES property or in ~~school~~ Centennial BOCES buildings ~~also~~ shall apply to employees of ~~the C~~ Centennial BOCES. However, the restrictions shall not apply to employees who are required to carry or use deadly weapons in order to perform their necessary duties and functions.



### **Felony/Misdemeanor Convictions**

If, subsequent to beginning employment with ~~the~~ Centennial BOCES, ~~the~~ Centennial BOCES ~~learns or~~ has good cause to believe that any staff member, has been convicted of, pled nolo contendere to, or received a deferred or suspended sentence for any felony or misdemeanor (other than a misdemeanor traffic offenses or infractions),; ~~the~~ Centennial BOCES shall make inquiries to the Department of Education for purposes of screening the employee. In addition, ~~the~~ Centennial BOCES shall require the employee to submit a complete set of fingerprints taken by a qualified law enforcement agency or any third party approved by the Colorado Bureau of Investigation. Fingerprints shall be submitted within 20 days ~~of~~ after receipt of written notification. The fingerprints shall be forwarded to the Colorado Bureau of Investigation (CBI) for the purpose of conducting a state and national fingerprint-based criminal history record check utilizing the records of the Colorado Bureau of Investigation and the Federal Bureau of Investigation.

Disciplinary action, which could include dismissal from employment, may be taken against personnel if the results of fingerprint processing provide relevant information. Non-licensed employees shall have employment terminated if the results of the fingerprint-based criminal history record check disclose a conviction for certain felonies, as provided in law.

Employees shall not be charged fees for processing fingerprints under these circumstances.

### **Unlawful Behavior Involving Children**

~~The Board~~ Centennial BOCES may make an inquiry with the Department of Education concerning whether any current employee of ~~the~~ Centennial BOCES has been convicted of, pled *nolo contendere* to, or received a deferred or suspended sentence or deferred prosecution for a felony or misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children. Disciplinary action, including termination of employment, may be taken if the inquiry discloses information relevant to the employee's fitness for employment.

### **Personnel Addressing Health Care Treatment for Behavior Issues**

~~School~~ Centennial BOCES personnel are prohibited ~~under state law~~ from recommending or requiring the use of psychotropic drugs for students. They are also prohibited from testing or requiring testing for a student's behavior without giving notice to the parent/guardian describing the recommended testing and how any test results will be used and obtaining prior written permission from the student or from the student's parent/guardian. See the Board policy concerning survey, assessment, analysis or evaluation of students. Centennial BOCES ~~School~~ personnel are encouraged to discuss concerns about a student's behavior with the student's parent/guardian, and such discussions may include a suggestion that the parent/guardian speak with an appropriate health care professional regarding any behavior concerns. ~~school personnel may have.~~

LEGAL REFS.: C.R.S. 18-12-105.5 unlawful carrying/possession of weapons on school grounds  
C.R.S. 18-12-214 (3)(b) school security officers may carry concealed handgun pursuant to valid permit  
C.R.S. 19-3-308 (5.7) child abuse reporting  
C.R.S. 22-32-109 (1)(ee) school personnel prohibited from recommending certain drugs for students or ordering behavior tests without parent permission  
C.R.S. 22-32-109.1 (8) inquiries upon good cause to department of education for purpose of ongoing screening of employees

C.R.S. 22-32-109.7 inquiries prior to hiring  
C.R.S. 22-32-109.8 (6) termination of non-licensed employees for certain  
felony offenses  
~~C.R.S. 22-32-109.8 (10)~~  
C.R.S. 22-32-109.9 licensed personnel – submittal of fingerprints  
C.R.S. 22-32-110 (1) (k) power to adopt conduct rules  
~~C.R.S. 22-65-105~~  
C.R.S. 24-18-104 government employee rules of conduct  
C.R.S. 24-18-109 local government employee rules of conduct  
C.R.S. 24-18-110 voluntary disclosure

CROSS REFS.: JLC, Student Health Services and Records  
JLDAC, Screening/Testing of Students  
JLF, Reporting Child Abuse/Child Protection  
KFA, Public Conduct on Centennial BOCES Property

Revised:

Reviewed: CASB 2005

Revised: February 12, 2004

Centennial BOCES

## **STAFF CONDUCT (AND RESPONSIBILITIES)**

### **Professional Boundaries with Students**

In a professional staff/student relationship, staff members maintain boundaries with students that are consistent with their professional code of conduct and obligations. All Centennial BOCES employees having contact with students are expected to observe and maintain proper professional boundaries, in accordance with this regulation and accompanying policy.

The following list provides examples of staff conduct that, in the absence of evidence of a legitimate educational purpose or other reason deemed valid by the Centennial BOCES, may be regarded as evidence that a staff member has violated professional boundaries with a student:

- any type of inappropriate physical contact with a student or any other conduct that might be considered harassment under Board policy
- furnishing alcohol, drugs or tobacco to a student or being present when any student is consuming these substances
- repeating sexual or inappropriate romantic rumors
- accepting massages, or offering or giving massages other than in the course of injury care administered by the appropriate athletic trainer, coach or health care provider
- singling out a particular student or students for personal attention or friendship beyond the ordinary professional staff-student relationship
- being alone with a student behind closed doors
- initiating or extending contact with a student beyond the school day or outside of class times for the staff member's personal purposes
- sending or accompanying a student on personal errands
- inviting a student to a staff member's home without appropriate chaperones
- going to a student's home when the student's parent/guardian or an appropriate chaperone is not present
- giving a student a ride in a vehicle without prior notification to and approval from the student's parent/guardian and the principal or executive director, except in an emergency under appropriate circumstances
- giving gifts or money to the student
- any other action or activity similar in nature to those listed above

Prohibited communications in any format (email, text messaging, written communications, in person, etc.) by a staff member with a student includes, but is not limited to the following:

- any communications without a legitimate educational reason
- flirting, propositions or sexual remarks
- sexual slurs, leering, sexual or derogatory comments
- inappropriate comments about a student's body
- sexual jokes, notes, stories, drawings, gestures or pictures
- displaying or transmitting sexual pictures, objects or depictions
- disclosing personal, sexual, romantic, marital or employment issues or other private matters
- other communications or activities similar in nature to those listed above

### **Reporting Violations and Disciplinary Action**

Staff members shall promptly notify the principal or executive director if they become aware of a situation that may constitute a violation of this regulation. Depending on the specific

circumstances of the allegations or suspicions, staff members may have a mandatory duty under state law to report the violation(s) as child abuse, in accordance with applicable Board policy.

Students and their parents/guardians should notify the principal or executive director if they believe a teacher or other staff member may be engaging in conduct that violates this regulation.

In determining whether a violation of professional boundaries has occurred, the Centennial BOCES shall consider the totality of the circumstances, including the nature and extent of the conduct involved, the job description and duties of the employee, the employee's intent or purpose in engaging in the conduct, and whether the conduct caused harm to the student or adversely affected the education of students.

Persons reporting in good faith regarding alleged violations or suspected violations of this regulation shall not be subjected to retaliation in any form.

Adopted:  
Centennial BOCES

## **ALCOHOL USE/DRUG ABUSE BY EMPLOYEES AND DRUG-FREE WORKPLACE**

The Board recognizes the importance of maintaining a workplace that is free from alcohol and drugs to enhance the safety and welfare of employees and students and ensure compliance with applicable law. Accordingly, it shall be a violation of Board policy for any Centennial BOCES employee to possess, use or be under the influence of alcohol or illicit drugs on Centennial BOCES property, in or on Centennial BOCES vehicles, at any Centennial BOCES-sponsored activity or event, or off Centennial BOCES property when the employee is on duty.

For purposes of this policy, "illicit drugs" means narcotics, drugs and controlled substances as defined in law. Although some actions involving marijuana are no longer prohibited by state law, federal law still prohibits the manufacture, sale, distribution, possession and use of marijuana. As a recipient of federal funds, the Centennial BOCES has an obligation to maintain a drug-free workplace. Thus, marijuana is an illicit drug for purposes of this policy. "Illicit drugs" also includes any prescription or over-the-counter drug that does not meet the following four criteria: (1) the employee has a current and valid prescription for the drug or the drug is sold over-the-counter; (2) the drug is used or possessed for the purpose for which it was prescribed or sold over-the-counter; (3) the drug is used or possessed at the dosage prescribed or recommended; and (4) the drug is used or possessed consistent with the safe and efficient performance of the employee's job duties.

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

After investigation, the executive director may reinstate an employee who has been suspended if it appears to be in the best interests of Centennial BOCES. The matter shall be reported to the Board.

### **Drug-Free Workplace Act**

Under the federal Drug-Free Workplace Act (the Act), the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in any Centennial BOCES workplace. The Act defines "controlled substance" as a controlled substance in schedules I through IV of 21 U.S.C. section 812, which includes but is not limited to marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines (including methamphetamine).

Pursuant to the Act, any employee who is convicted or pleads nolo contendere under any criminal drug statute for a violation occurring in the workplace shall notify the executive director no later than five days after the conviction. Centennial BOCES has an obligation under the Act to notify the appropriate federal agency within 10 days after receiving notice of such conviction if there is a relationship between federal funds received by Centennial BOCES and the convicted employee's work site.

### **Awareness and Prevention Program**

The executive director shall establish an awareness and prevention program to inform employees about:

1. The dangers of drug and alcohol abuse.
2. The Board's policy of maintaining an alcohol and drug-free workplace.

3. Available drug and alcohol counseling, rehabilitation and employee assistance programs.
4. Penalties that may be imposed upon employees for violations of this policy.

The Board shall conduct a periodic review of its awareness and prevention program to determine its effectiveness and implement appropriate changes.

**Notification to Employees**

Information about the standards of conduct required by this policy shall be communicated to employees. All employees shall acknowledge receipt of this policy and related information.

(Adoption date)

LEGAL REFS.: 20 U.S.C. 7101 et seq. (Safe and Drug-Free Schools and Communities Act)  
21 U.S.C. 812 (definition of controlled substance)  
41 U.S.C. 8101 and 8102 (Drug-Free Workplace Act of 1988)  
34 C.F.R. Part 84 (regulations implementing the Drug-Free Workplace Act)  
Colo. Const. Art. XVIII, Section 16(6) (employers may restrict marijuana use, possession, sale, etc. by employees)  
C.R.S. 18-18-407 (2) (crime to sell, distribute or possess any controlled substance on or near school grounds or school vehicles)  
C.R.S. 25-1.5-106 (12)(b) (possession or use of medical marijuana in or on school grounds or in a school bus is prohibited)  
C.R.S. 25-14-103.5 (policy required prohibiting use of retail marijuana on school property)

CROSS REFS.: EEAEAA\*, Drug And Alcohol Testing For Bus Drivers  
GCQF, Discipline, Suspension and Dismissal of Professional Staff  
GDQD, Discipline, Suspension and Dismissal of Support Staff  
JICH, Drug and Alcohol Use by Students

~~The Centennial BOCES shall comply with the requirements of the Safe and Drug Free Schools and Communities Act of 1994 and the Drug Free Workplace Act of 1988 and their implementing regulations, as they may be amended from time to time. The Executive Director shall establish and implement guidelines and programs to carry out the law. Compliance with such statutes, guidelines and programs shall be a mandatory condition of employment for all CBOCES employees.~~

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

**This regulation is recommended for deletion as it is included in revised policy**  
**GBEC GUIDELINES REGARDING A DRUG-FREE AND ALCOHOL-FREE**  
**WORKPLACE**

**Definitions**

~~“Illicit drug use” and “controlled substances” include but are not limited to narcotic drugs, hallucinogenic or mind-altering drugs or substances, amphetamines, barbiturates, stimulants, depressants, marijuana, anabolic steroids, and other controlled substances defined by law, or any prescription or non-prescription drug, medicine, vitamin or other chemical substances not taken in accordance with the Board of Directors’ policy, regulation and guidelines.~~

**Certifications**

~~The Executive Director shall file a certified statement to the Colorado Department of Education that the Centennial BOCES has adopted and implemented, in accordance with law, a program to prevent the use of illicit drugs and alcohol by CBOCES employees.~~

~~The Executive Director shall file a certified statement to federal agencies from which the CBOCES receives federal grants that the CBOCES will provide, in accordance with law, a drug-free workplace for its employees.~~

**Disciplinary Actions**

~~Observance of these standards of conduct is a condition of employment. A violation shall subject the employee to appropriate disciplinary action which may include termination of employment and referral for prosecution. Alternately, the employee may be allowed to participate in an approved drug or alcohol abuse assistance or rehabilitation program in appropriate circumstances in accordance with Board policy.~~

~~An employee knowingly in the possession of or under the influence of alcohol or any controlled substance shall be suspended immediately by his/her supervisor if such use or possession is:~~

- ~~1. On CBOCES property, whether or not any CBOCES activity or program is in session.~~
- ~~2. At any CBOCES sponsored or sanctioned activity or event off CBOCES property or en route thereto.~~
- ~~3. On the way to any CBOCES activity or program.~~

~~An employee shall be suspended immediately after arrest for possession or for being under the influence of a controlled substance.~~

~~After investigation, the Executive Director may reinstate the employee if it appears to be in the best interests of the individual and the CBOCES. The matter must be reported in full to the Board of Directors.~~

~~If the investigation causes the Executive Director to continue the suspension in excess of ten (10) work days, the employee may request a hearing by the Executive Director or designee to be conducted in a manner to ensure that the individual suspended receives a fair, impartial hearing.~~

~~Information about the standards of conduct required by this guidelines and a statement of disciplinary sanctions shall be communicated to employees in an appropriate manner on an annual basis. All employees who specifically work under a contract or grant which is federally funded shall acknowledge receipt of this policy and related information.~~

### **Programs**

The Executive Director shall develop and implement a program or programs as required by law relating to drugs in the workplace to inform employees about:

1. ~~The dangers of drug abuse in the workplace.~~
2. ~~The CBOCES policy of maintaining a drug free workplace.~~
3. ~~Available drug counseling, rehabilitation and employee assistance programs.~~
4. ~~The penalties that may be imposed upon the employees for drug abuse violations.~~

Each employee shall be informed about the standards of conduct outlined in this guideline.

### **Notification**

~~Any employee who is convicted or pleads *nolo contendere* under any criminal drug statute for a violation occurring in the workplace shall notify the Executive Director no later than five (5) days after the conviction. The CBOCES has an obligation under federal law to notify the appropriate federal agency within ten (10) days after receiving notice of such conviction if there is a relationship between federal funds received by the CBOCES and the convicted employee's work site.~~

### **Review**

~~The Board of Directors shall conduct a biennial review of its drug and alcohol abuse prevention program to determine its effectiveness, to implement required changes and to ensure that disciplinary sanctions are consistently enforced.~~

### **Information**

~~The CBOCES shall, upon request, make available full information about the elements of this program including the results of the biennial report to the Education Secretary, the Colorado Department of Education and/or the public.~~

LEGAL REFS.: ~~20 U.S.C. §§ 7101, *et seq.* Safe and Drug Free School and Communities Act of 1994~~  
~~20 U.S.C. § 3221 Drug Education, Definitions~~  
~~21 U.S.C. § 812 Definition of controlled substance~~  
~~41 U.S.C. § 3221 Drug Education, Definitions~~  
~~41 U.S.C. §§ 701, *et seq.* Drug Free Workplace Act of 1988~~  
~~34 C.F.R. Part 86 Drug Free Schools and Campuses~~

Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES



**EMPLOYEE ACKNOWLEDGEMENT FORM**  
**Alcohol and Drug-Free Workplace Policy Statement**

I, THE UNDERSIGNED EMPLOYEE OF Centennial BOCES, have received a copy of the Alcohol and Drug-Free Workplace policy Standards of Conduct and:

1. I agree to abide by the terms of ~~these standards~~ the policy.
2. I agree to notify my supervisor if I am convicted of violating a criminal drug statute in the workplace no later than five (5) days after the date of such conviction.

Employee Name (~~typed~~ printed): \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

## **STAFF USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS**

The Internet, ~~a global computer network referred to as the World Wide Web~~, and electronic communications (e-mail, chat rooms, and other forms of electronic communication) have vast potential to support curriculum and learning. The Board of Directors believes they should be used in the Centennial BOCES schools as a learning resource to educate and to inform.

The Board supports the use of the Internet and electronic communications by Centennial BOCES staff to improve teaching and learning through interpersonal communication, access to information, research, training and collaboration and dissemination of successful educational practices, methods, and materials.

~~The Board believes the educational opportunities inherent in these tools far outweigh the possibility that users may procure material not consistent with the educational goals of the CBOCES. However,~~ The Internet and electronic communications are fluid environments in which users may access materials and information from many sources. Staff members shall take responsibility for their own use of Centennial BOCES computers and computer systems technology devices to avoid contact with material or information that violates this policy. For purposes of this policy, "Centennial BOCES technology device" means any Centennial BOCES-owned computer, hardware, software, or other technology that is used for instructional or learning purposes and has access to the Internet.

### **Blocking or Filtering Obscene, Pornographic and Harmful Information**

To protect students from material and information that is obscene, child pornography or otherwise harmful to minors, as defined by the Board, ~~software technology~~ that blocks or filters such material and information has been installed on all Centennial BOCES computers having Internet or electronic communications access. ~~This must be done in compliance with the Children's Internet Protection Act of 2000 (CIPA) and other state and federal regulations/~~ Blocking or filtering software may technology may be disabled by a supervising teacher or Centennial BOCES administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by staff members over the age of 18.

### **No Expectation of Privacy**

~~Centennial BOCES computers and computer systems technology~~ are owned by ~~the C~~ Centennial BOCES and are intended for educational purposes and Centennial BOCES business at all times. Staff members shall have no expectation of privacy when using Centennial BOCES technology devices ~~the Internet or electronic communications~~. ~~The C~~Centennial BOCES reserves the right to monitor, inspect, copy, review and store (at any time and without prior notice) all usage of Centennial BOCES computers and computer systems technology devices, including all Internet and electronic communications access and transmission/receipt of materials and information. All material and information accessed/received through Centennial BOCES computers and computer systems technology devices shall remain the property of ~~the C~~ Centennial BOCES.

### **Public Records**

Electronic communications sent and received by Centennial BOCES employees may be considered a public record subject to public disclosure or inspection under the Colorado Open Records Act. All employee electronic communications shall be monitored to ensure that all public electronic communication records are retained, archived and destroyed in accordance with applicable law.

### **Unauthorized and Unacceptable Uses**

Staff members shall use Centennial BOCES computers and computer systems technology devices in a responsible, efficient, ethical and legal manner. Because technology and ways of using technology are constantly evolving, every unacceptable use of Centennial BOCES computers and computer systems technology devices can-not be specifically described in policy. Therefore, examples of unacceptable uses include, but are not limited to, the following.

No staff member shall access, create, transmit, retransmit, or forward material or information:

- that promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacturing or purchasing of destructive devices or weapons,
- ~~that is not related to CBOCES educational objectives,~~
- that contains pornographic, obscene, or other sexually oriented materials, either as pictures or writings, that are intended to stimulate erotic feelings, or appeal to prurient interests in nudity, sex, or excretion,
- ~~that harasses, threatens, demeans, or promotes violence or hatred against another person or group of persons in violation of Centennial BOCES's nondiscrimination policies with regard to race, color, sex, religion, national origin, age, marital status, disability, or handicap,~~
- that is not related to Centennial BOCES objectives, such as for personal profit, financial gain, advertising, commercial transaction, or political purposes,
- that plagiarizes the work of another ~~without express consent,~~
- that uses inappropriate or profane language likely to be offensive to others in the Centennial BOCES school community,
- that is knowingly false or could be construed as intending to purposely damage another person's reputation,
- in violation of any federal or state law or Centennial BOCES policy, including but not limited to, copyrighted material and material protected by trade secret,
- that contains personal information about themselves or others, including information protected by confidentiality laws,
- using another individual's Internet or electronic communications account without written permission from that individual,
- ~~that impersonates another or transmits through an anonymous remailer, and/or~~
- that accesses fee services without specific permission from the system administrator.

### **Security**

Security on Centennial BOCES computer systems technology devices is a high priority. Staff members who identify a security problem while using ~~the Internet or electronic communications~~ Centennial BOCES technology devices must immediately notify a system administrator. Staff members should not demonstrate the problem to other users. Logging on to the Internet or electronic communications as a system administrator is prohibited.

Staff members shall not:

- use another person's password or any other identifier,
- gain, or attempt to gain, unauthorized access to ~~district~~ Centennial BOCES technology devices computers or computer systems, and/or
- read, alter, delete, or copy, or attempt to do so, electronic communications of other system users.

Any staff member identified as a security risk, or as having a history of problems with ~~other computer systems, technology~~ may be denied access to the Internet, ~~and~~ electronic

communications and/or Centennial BOCES technology devices.

### **Confidentiality**

Staff members shall not access, receive, transmit or retransmit material regarding students, parents/guardians, or Centennial BOCES employees or Centennial BOCES affairs that is protected by confidentiality laws unless such access, receipt or transmittal is in accordance with their assigned job responsibilities, applicable law and Board policy. It is imperative that staff members who share confidential student information via electronic communications understand the correct use of the technology, so that confidential records are not inadvertently sent or forwarded to the wrong party. Staff members who use email to disclose student records or other confidential student information in a manner inconsistent with applicable law and Board policy may be subject to disciplinary action.

If material is not legally protected, but is of a confidential or sensitive nature, great care shall be taken to ensure that only those with a "need to know" are allowed access to the material. Staff members shall handle all employee, student, and Centennial BOCES records in accordance with applicable Board policies.

Disclosure of confidential student records, including disclosure via electronic mail or other telecommunication systems, is governed by state and federal law, including the Family Educational Rights and Privacy Act (FERPA).

### **Use of Social Media**

Staff members may use social media within Centennial BOCES guidelines for instructional purposes, including promoting communications with students, parents/guardians and the community concerning school related activities and for purposes of supplementing classroom instruction. As with any other instructional material, the application/platform 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 or 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 conduct in violation of this or related Board policies may form the basis for disciplinary action up to and including termination of employment.

### **Vandalism**

Vandalism ~~will~~ shall result in cancellation of privileges and may result in disciplinary action and/or legal action. Vandalism is defined as any malicious or intentional attempt to harm, destroy, modify, abuse, or disrupt operation of any network within the Centennial BOCES or any network connected to the Internet, operation of any form of electronic communications, the data contained on any network or electronic communications, the data of another user, usage by another user, or Centennial BOCES-owned software or hardware technology devices. This includes, but is not limited to, the uploading or creation of computer viruses and the use of encryption software. If an employee has a Centennial BOCES-owned piece of equipment for use off the Centennial BOCES premises, the employee must sign a Custody Receipt Agreement for insurance purposes.

### **Unauthorized Software Content**

Staff members are prohibited from using or possessing any software applications, mobile apps or other content that has been downloaded or is otherwise in the user's possession without

appropriate registration and payment of any fees, ~~owed to the software owner. This is in compliance with SHIA the Federal Software Piracy Act.~~

### **Staff Member Use is a Privilege**

Use of the Internet and electronic communications demands personal responsibility and an understanding of the acceptable and unacceptable uses of such tools. Staff member use of the Internet, ~~and electronic communications and Centennial BOCES technology devices~~ is a privilege, not a right. Failure to follow the use procedures contained in this policy ~~will~~ shall result in the loss of the privilege to use these tools and restitution for costs associated with damages, and may result in CBOCES-disciplinary action and/or legal action. ~~The C Centennial BOCES~~ may deny, revoke, or suspend access to ~~district Centennial BOCES~~ technology or close accounts at any time.

Staff members shall be required to sign the ~~district's Centennial BOCES~~ Acceptable Use Agreement annually before Internet or electronic communications accounts shall be issued, or access shall be allowed.

### **CBOCES Makes No Warranties**

~~The C Centennial BOCES~~ makes no warranties of any kind, whether expressed or implied, related to the use of ~~district computers and computer systems~~ Centennial BOCES technology devices, including access to the Internet and electronic communications services. Providing access to these services does not imply endorsement by ~~the C Centennial BOCES~~ of the content, nor does ~~the C Centennial BOCES~~ make any guarantee as to the accuracy or quality of information received. ~~The C Centennial BOCES~~ shall not be responsible for any damages, losses, or costs a staff member suffers in using the Internet and electronic communications. This includes loss of data and service interruptions. Use of any information obtained via the Internet and electronic communications is at the staff member's own risk.

LEGAL REFS:      ~~20 U.S.C. 1232g, Federal Family Educational Rights and Privacy Act of 1974~~  
                         ~~20 U.S.C. 6801 et seq. (Elementary and Secondary Education Act)~~  
                         47 U.S.C. 254(h) (Children's Internet Protection Act of 2000)  
                         ~~47 U.S.C. 231 (Child Online Protection Act of 2000)~~  
                         ~~47 U.S.C. 201 et seq., Communications Decency Act of 1995~~  
                         C.R.S. 22-87-101 et seq. Children's Internet Protection Act  
                         ~~C.R.S. 24-72-204.51 et seq., Colorado Open Records Act~~  
                         monitoring electronic communications

CROSS REFS:      AC, Nondiscrimination/Equal Opportunity  
                         BGC/BGCA, Staff Ethics  
                         ~~EGAEA, Staff Use of Electronic Mail~~Electronic Communication  
                         GBCB, Staff Conduct and Responsibilities  
                         JO, Student Records  
                         JS, Student Use of District Technology

### Revised:

Revised: February 19, 2009

Adopted: February 13, 2003

Centennial BOCES

**~~STAFF TERMS AND CONDITIONS FOR USE OF CENTENNIAL BOCES TECHNOLOGY  
RESOURCES  
(Annual Acceptable Use Agreement)~~**

**~~Please read the following carefully before signing the attached agreement. This is a legally binding document.~~**

~~Technology, including the Internet and electronic mail, is available to Centennial BOCES staff. One of the goals in providing this service to staff is to promote excellence in the CBOCES services by facilitating resource sharing, innovation, collaboration and communication. To support these goals, all staff must agree to adhere to the terms and conditions stated below. These terms and conditions support the Centennial BOCES policies Staff Use of Electronic Mail (EGAEA) and Staff Use Centennial BOCES Technology (GBEE). Failure to follow the stated terms and conditions may result in the loss of the privilege to use these tools, in disciplinary action and/or appropriate legal action.~~

**~~Terms and Conditions~~**

**~~1. Acceptable Use Procedure~~**

~~Centennial Board of Cooperative Educational Services (CBOCES) technology must be used in a responsible, efficient, ethical and legal manner in accordance with the policies and procedures. Transmission of World Wide Web publications, of any material in violation of any U.S. or state regulation, or beyond the scope of the educational objectives of the CBOCES is prohibited. This includes, but is not limited to:~~

- ~~•Copyrighted material~~
- ~~•Pornographic, obscene or other sexually oriented material (pornographic means pictures or writings that are intended to stimulate erotic feelings by the description or portrayal of sexual activity or the nude human form)~~
- ~~•Material protected by trade secret~~
- ~~•Material which is threatening, promotes violence or advocates destruction or property~~
- ~~•Material which advocates or promotes violence or hatred against particular individuals or groups of individuals or advocates or promotes the superiority of one racial, ethnic or religious group over another~~
- ~~•Material related to political elections (state law prohibits the use of any public funds for political activities)~~

~~In addition, use of CBOCES technology resources by employees may not:~~

- ~~•Use inappropriate or profane language or material likely to be offensive to others in the CBOCES or school communities, including sexually harassing or discriminatory material~~
- ~~•Use software without proof of proper licensing~~
- ~~•Impersonate another user or transmit or publish material anonymously~~
- ~~•Conduct a business or other for-profit activity~~
- ~~•Use CBOCES technology in such a way that the CBOCES will incur an expense unless spending authority has been granted by the appropriate administrator~~
- ~~•Destroy, modify or abuse CBOCES owned technology or disrupt the operation of any network within the CBOCES or any network connected to the internet, including the use, attempted use or possession of computer viruses~~
- ~~•Create, transmit or retransmit chain mail, junk mail, non-business related correspondence~~
- ~~•Fail to report any violation of the provisions contained herein to his or her supervisor.~~

**Employees will:**

- ~~Use up to date virus protection software on any computer on which CBOCES files are created, saved or modified; this includes electronic mail~~
- ~~Check CBOCES electronic mail accounts on a regular basis. Unused e-mail accounts waste resources, are a security risk, and will be deleted if no activity is detected for a period of six months~~
- ~~Password protect each hard drive/workstation/laptop~~

~~Employees who work with students are expected to make every reasonable effort to ensure that students use technology appropriately and responsibly. Administrators, teachers and staff have a professional responsibility to work together to help students develop the intellectual skills needed to discriminate among information sources, to identify information appropriate to their age and developmental levels, and to evaluate and use information to meet their educational goals.~~

**2. Student Information**

~~Privacy of student information and adherence to FERPA (Family Educational Rights and Privacy Act) is critical. CBOCES employees shall not transmit or electronically publish material regarding students, parents/guardians or CBOCES employees that are protected by confidentiality laws. Do not use electronic mail for confidential matters or privileged communications such as student records unless appropriate encryption measures are taken to ensure confidentiality and maintain the appropriate privilege. If material is not legally protected but is of a confidential or sensitive nature, great care shall be taken to ensure that only those with a "need to know" are allowed access to the material. Staff members shall handle all employee and student records in accordance with policies GBJ (Personnel Records and Files), JRA/JRC (Student Records/Release of Information on Students, EGAEA (Staff Use of Electronic Mail) and GBEE (Staff Use of Centennial BOCES Technology).~~

**3. Privacy**

~~Electronic mail and other electronic records are subject to the Public Records law which means that any e-mail or files sent, received, or stored on the school district's technology systems could become public information (i.e. appear in a newspaper) or subpoenaed for court purposes. In addition, the CBOCES reserves the right to inspect electronic mail if there is reasonable cause to expect wrong doing or misuse of the system. Deleted e-mail can often be retrieved if necessary. For these reasons, employees should have no expectation of privacy of electronic files.~~

**4. Security**

~~Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a technology related security problem in CBOCES, you must notify a system administrator immediately. Do not demonstrate the problem to other users. Do not use another employee's account; modify files, passwords or data belonging to another employee without consent from that individual or authorization from the appropriate administrator. Attempts to log on to CBOCES systems as a system administrator will result in cancellation of user privileges. Any user identified as a security risk, or as having a history of problems with other computer systems, may be denied access to CBOCES technology.~~

**5. Vandalism**

~~Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy or alter data of another user, the CBOCES, the Internet, or any agencies or other networks that are connected to the Internet. This includes, but is not limited to, the intentional uploading or creation of computer viruses.~~

## **6. Privilege**

The use of technology is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The department administrator will deem what is inappropriate use and that decision is final. The system administrator(s) may restrict access to technology resources at any time, as required.

## **7. No warranty**

CBOCES makes no warranties of any kind, whether expressed or implied, for the service it is providing. CBOCES will not be responsible for any damages you suffer using the CBOCES technology. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions. Use of any information obtained via the Internet is at your own risk. CBOCES specifically denies any responsibility for the accuracy or quality of information obtained through this service. All employees must indicate their knowledge of and agreement with the above conditions by signing the attached staff contract agreement for use of CBOCES technology resources.

**LEGAL REFS:** — 20 U.S.C. 6801 *et seq* (Elementary and Secondary Education Act)  
20 U.S.C. 1232g, Federal Family Educational Rights and Privacy Act of 1974  
47 U.S.C. 254(h) (Children's Internet Protection Act of 2000)  
47 U.S.C. 231 (Child Online Protection Act of 2000)  
C.R.S. 24-6-401 *et seq* (Colorado Sunshine Act)  
C.R.S. 24-72-201 *et seq* (Colorado Open Records Act)  
C.R.S. 24-80-010 *et seq* (State Archives and Public Records)

**CROSS REFS:** — EGAEA, Staff Use of Electronic Mail  
GBEB, Staff Conduct and Responsibilities  
GBEA, Staff Ethics  
JS, Student Use of District Technology  
JRA/JRC, Student Records/Release of Information

Revised: February 19, 2009

Adopted: June 16, 1998

Centennial BOCES



**STAFF USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AGREEMENT  
AND APPLICATION  
(Acceptable Use Agreement)**

**FOR USE OF CENTENNIAL BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
TECHNOLOGY RESOURCES**

**Directions:** After reading policy GBEE—STAFF TERMS AND CONDITIONS FOR USE OF CBOCES TECHNOLOGY RESOURCES and reviewing policy EGAEA—PUBLIC ELECTRONIC MAIL RECORDS, please read and legibly complete the following agreement. Keep pages 1-3 for your records and return pages 4-5 of **this agreement to the HR Office.**

Employee Name: \_\_\_\_\_

**ACCEPTABLE USE AGREEMENT**

~~I have read, understand and will abide by the Centennial BOCES policy GBEE (Staff Use of the Internet and Electronic Communications) and policy EGAEA (Electronic Communication). the Terms and Conditions for Use of Centennial BOCES Technology Resources, I understand and will abide by the stated Terms and Conditions. I understand that my use of CBOCES technology must comply with CBOCES policy on Staff Conduct (File GBEB) and Staff Ethics (File GBEA). I will not use CBOCES technology resources to conduct a business, to engage in political activity, to create or spread computer viruses or chain mail or any activity that would violate state or federal laws. CBOCES may modify the Terms and Conditions at any time by publishing the modified condition(s) on the CBOCES web site.~~

~~I understand that CBOCES electronic mail is subject to Open Records law and thus is public record unless the specific content is excluded from public record by the Federal Family Educational Rights and Privacy Act or other laws. I have no expectation of privacy when using district electronic mail systems. I alone will use any electronic mail account that I am issued by the CBOCES and I understand it is not meant for use by my family members or students.~~

~~Should I commit any I understand that violation or in any way misuse my access to the Centennial BOCES technology devices, including use of the Internet and electronic communications, of the stated terms and conditions is unethical and may constitute a criminal offense. Failure to comply could result in the loss of the I understand and agree that my access privileges may be revoked and to use district technology and may result in disciplinary action, up to and including dismissal, and/or appropriate legal action may be taken.~~

~~I hereby release the Centennial BOCES from all costs, claims, damages or losses resulting from my use of Centennial BOCES technology devices, including use of the Internet and electronic communications, including but not limited to any user fees or charges incurred through the purchase of goods or services.~~

~~I understand that when I am no longer employed by the Centennial BOCES, the Human Resource Department will inform the Information Technology Department. I further understand that this document and my signature retain their life throughout employment with Centennial BOCES.~~

~~Your signature on the Acceptable Use Agreement is binding and indicates you have read the Centennial BOCES policies referenced above and understand their significance.~~

~~Centennial BOCES technology must be used in a responsible, efficient, ethical and legal manner and in accordance with the policies and educational objectives of the Centennial BOCES. Transmission or World~~

~~Wide Web publication of any material in violation of any U.S. or state regulation or beyond the scope of the educational objectives of the district is prohibited. This includes, but is not limited to: copyrighted material, pornographic, obscene or other sexually oriented material (pornographic means pictures or writings that are intended to stimulate erotic feelings by the description or portrayal of sexual activity or the nude human form), material protected by trade secret, material which is threatening, promotes violence or advocates destruction of property, material which advocates or promotes violence or hatred against particular individuals or groups of individuals or advocates or promotes the superiority of one racial, ethnic or religious group over another, material related to political elections. State law prohibits the use of any public funds for political activities.~~

~~In addition, use of Centennial BOCES technology resources by employees may not:  
Use inappropriate or profane language or material likely to be offensive to others in the community, including sexually harassing or discriminatory material, use software without proof of proper licensing, impersonate another user or transmit or publish material anonymously, conduct a business or other for-profit activity, use CBOCES technology in such a way that the CBOCES will incur an expense unless spending authority has been granted by the appropriate administrator, destroy, modify or abuse CBOCES owned technology or disrupt~~

~~Name (please print):~~\_\_\_\_\_

~~Signature:~~ \_\_\_\_\_ ~~Date:~~ \_\_\_\_\_

### **Application Portion of Document**

~~Directions: All staff members are **required** to complete this section.~~

~~Full Name (please print):~~ \_\_\_\_\_

~~Home Address:~~ \_\_\_\_\_

~~Home Phone:~~ \_\_\_\_\_

~~Work Phone:~~ \_\_\_\_\_

~~Username\*:~~ \_\_\_\_\_

~~\* Convention used is first initial and last name, can use middle initial also, all small letters with no spaces~~

~~Please provide contact information for notice when the **NEW EMPLOYEE** account setup is complete:~~

~~Department:~~ \_\_\_\_\_

~~Email address for confirmation message:~~ \_\_\_\_\_

~~User Signature:~~ \_\_\_\_\_ ~~Date:~~ \_\_\_\_/\_\_\_\_/\_\_\_\_

~~Approval:~~ \_\_\_\_\_ ~~Date:~~ \_\_\_\_/\_\_\_\_/\_\_\_\_

~~Human Resource Department Official~~

~~Revised 2-19-09~~

Internal Use Only:  
☐ Setup complete Initials:

## **STAFF HEALTH** **(And Physical and Mental Health Examination Requirements)**

Through its overall safety program and various policies pertaining to Centennial BOCES personnel, the Board shall seek to ensure the safety of employees during working hours and assist them in the maintenance of good health. It shall encourage all its employees to maintain good health and practice good health habits.

Under the following circumstances, the Board may require physical examinations of its employees or applicants for employment. The Centennial BOCES shall pay for all such physical examinations. Results of such physical examinations shall be maintained in separate medical files and not in the employee's personnel file and may be release only in limited circumstances.

### **Routine Physical Examinations**

Subsequent to a conditional offer of employment and prior to commencement of work by an applicant, the Centennial BOCES may require the applicant to have a medical examination and to meet any other health requirements that may be imposed by the state law. The Centennial BOCES may condition an offer of employment on the results of such examination if all entering employees in the applicable job category are subject to such examination. A thirty (30) day grace period may be allowed if approved by the Executive Director.

### **Special Examinations**

The Board recognizes that an individual's medical diagnosis is privileged information between the patient and medical professionals. However, whenever a staff member's medical condition is such that it interferes with the ability to perform required duties or there is an unacceptable risk to the health and safety of the employee or others, the Centennial BOCES shall take necessary steps to evaluate the employee's condition and make appropriate employment decisions.

The Centennial BOCES may request physical examinations and/or health examinations of any employee at any time to determine if the employee has a physical and/or mental condition, disease or illness which may interfere with the employee's his/her ability to perform his/her required duties or which may pose an unacceptable risk to the health, safety and welfare of the employee or others. The Centennial BOCES shall select the medical professional to conduct such examination.

When the employee cannot perform the essential functions of the job with reasonable accommodation, or medical evidence establishes that the employee's condition poses a significant risk to the health, safety or welfare of the employee or others, the Centennial BOCES may suspend and/or terminate employment of the employee in accordance with applicable policies and regulations and applicable law.

### **Readily-transmitted communicable diseases**

An employee with an acute, common, communicable disease shall not report to work during the period of time when contagious/infectious. The Centennial BOCES reserves the right to require a physician's statement prior to the employee's return to work.

An employee diagnosed with a serious, readily-transmissible disease or condition shall be encourage to report the existence of the condition or illness in case there are precautions that must be taken to protect the health of others.

### **Confidentiality**

In all instances, Centennial BOCES personnel shall respect the individual's right to privacy and treat any information regarding the medical condition or medical history of an employee or applicant as confidential information. Any Centennial BOCES employee who violates confidentiality shall be subject to appropriate disciplinary measures.

~~The CBOCES may require any other examinations required or authorized by law or necessary for the well-being of students and staff.~~

LEGAL REFS.: 29 U.S.C. 794 (1983) Section 504 of the Rehabilitation Act  
42 U.S.C. 12101 et seq. Americans with Disabilities Act  
C.R.S. 8-2-118 employer must bear cost of medical exam  
C.R.S. 22-32-110 (1)(k) board's power to adopt policy related to safety,  
conduct and welfare of employees  
C.R.S. 24-34-401 et seq. discriminatory or unfair employment practices  
C.R.S. 25-4-101 et seq. disease control and sanitary regulations

CROSS REFS.: GBA, Open Hiring/Equal Employment Opportunity  
GBJ, Personnel Records and Files  
GBGG, Staff Sick Leave  
GCQF, Discipline, Suspension and Dismissal of Professional Staff  
GDQD, Discipline, Suspension and Dismissal of Support Staff

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

**This policy is recommended for deletion due to the Claire Davis School Safety Act.**  
**STAFF TRAINING IN CRISIS PREVENTION AND MANAGEMENT**

~~In order to support the Centennial BOCES efforts to prevent and manage crisis, the Board of Directors directs the Executive Director or designee to provide a comprehensive staff training program that at a minimum train staff to:~~

- ~~1. Recognize and effectively address student behavior and other indicators that signal possible violence or other impending crisis.~~
- ~~2. Know when to report student behavior and other indicators to parents, other persons within the school, community and law enforcement.~~
- ~~3. Function with awareness of applicable Board policies and guidelines about student discipline and student civil rights.~~
- ~~4. Involve the help of psychological and other experts when needed to address student behavior.~~
- ~~5. Practice physical security methods for self and others.~~
- ~~6. Teach and model nonviolent conflict resolution techniques.~~
- ~~7. Share safety information with parents in order to spread the responsibility for safety, and engage parents as partners in crisis prevention.~~
- ~~8. Foster moral reasoning and self-control in students' behavior.~~
- ~~9. Teach and model tolerance of others.~~
- ~~10. Help design and implement crisis prevention and management plans.~~
- ~~11. Effectively manage various types of crisis.~~
- ~~12. Involve psychological specialists as appropriate to manage debriefing and grieving of staff and students after traumatic loss.~~

~~LEGAL REFS.: C.R.S. 22-32-110 (1) (k) (professional inservice training)~~

~~Reviewed: CASB 2005  
Adopted: February 15, 2001  
Centennial BOCES~~

## FIRST AID TRAINING

During the school day and during school sponsored events including those off-site, At least one staff person in each building, and every staff member who teaches or supervises students in classes or activities where, as determined by the Centennial BOCES, students are exposed to dangerous equipment or chemicals, or other increased risks of injury, shall shall be on duty who has held a current certification from a nationally recognized course in standard first aid and, including CPR, training. A list of such staff members shall be maintained in each Centennial BOCES's school and office building.

LEGAL REFS.: 1 CCR 301-96 State BOE rules for administration of instruction of CPR in public schools grant program  
6 CCR 1010-6, Rule 6.13 (D) -9-102 (first aid and CPR certification requirement)

CROSS REF.: JLCE, First Aid and Emergency Medical Care

Revised:

Reviewed: CASB 2005

Adopted: February 13, 2003

Centennial BOCES

## **LIABILITY OF CENTENNIAL BOCES PERSONNEL/STAFF PROTECTION** **STAFF PERSONAL SECURITY AND SAFETY**

### **Offenses Against Centennial BOCES Employees**

The following procedures shall be followed in instances of assault, disorderly conduct, harassment, knowingly making a false allegation of child abuse, or any alleged offense under the "Colorado Criminal Code" by a student directed towards a Centennial BOCES employee.

These same procedures shall be followed in instances of damage by a student to the personal property of a Centennial BOCES employee occurring on Centennial BOCES premises.

1. The employee shall file a written complaint with the building principal, the executive director and the Board.
2. The principal or other Centennial BOCES administrator shall, after receipt of the complaint and proof deemed adequate by the principal or administrator, suspend the student for three days in accordance with established procedures.
3. The executive director shall initiate procedures for the further suspension or expulsion of the student when injury or property damage has occurred.
4. The executive director or designee shall report the incident to the district attorney or the appropriate local law enforcement agency or officer who shall be requested, upon receiving the report, to investigate the incident to determine the appropriateness of filing criminal charges or initiating delinquency proceedings.

### **Protection from Lawsuits**

~~In order to provide teachers, principals and other Centennial BOCES professionals the tools they need to maintain order, discipline and an appropriate environment, state and federal law provide certain liability protections. The federal liability protections preempt state law to the extent state law is inconsistent, but do not preempt state law that is consistent and provides additional protection from liability. Applicability of state and federal liability protections to specific circumstances shall be made on a case by case basis. Exceptions stated in state and federal law may reduce or preclude liability protection.~~

### **Immunity for Enforcement of Discipline Code**

~~An act of a teacher or other employee shall not be considered child abuse if the act was performed in good faith and in compliance with Board policy and procedures.~~

~~A teacher or any other person acting in good faith and in compliance with the discipline code adopted by the Board shall be immune from civil liability unless the person is acting willfully or wantonly. It is an affirmative defense in any criminal action that a person is acting in good faith and in compliance with the discipline code.~~

~~A teacher shall not be subject to any disciplinary proceeding including dismissal for actions that were in good faith and in compliance with the district's discipline code, nor shall a contract non-renewal be based on such lawful actions.~~

### **Communication of Disciplinary Information to School Personnel** **Teachers/Counselors**

~~In accordance with state law, tThe principal or other Centennial BOCES administrator shall designee is required to communicate disciplinary information concerning any student enrolled in the a Centennial BOCES school or educational program to any all teachers and whocounselors who has have direct contact with the student, in the classroom and to any counselor who has direct contact with the student. Any teacher or counselor who is assigned a student with known serious behavior problems will be informed of the student's behavior~~

~~record. The purpose of this requirement is to keep school personnel apprised of situations that could pose a risk to the safety and welfare of others.~~

~~For purposes of this policy, "disciplinary information" means confidential records maintained by or in possession of the principal or designee on an individual student which indicate the student has committed an overt and willful act which constitutes a violation of the district's code of student conduct and/or there is reasonable cause to believe, through information provided to the principal from another credible source, that the student could pose a threat to the health and safety of other students and school personnel based on prior misbehavior.~~

~~"Disciplinary information" is intended to include only that information of a serious nature that is not otherwise available to teachers and counselors as part of the education records maintained on students or other reports of disciplinary actions. It is appropriate for instructional staff members to request disciplinary information from the principal or designee on students in their classrooms if there is concern that the student poses a threat to the safety of other students or school officials.~~

~~Any Centennial BOCES employee teacher or counselor to whom disciplinary information is reported provided shall maintain the confidentiality of the information and shall not communicate it to any other person. The principal or designee is required to inform the student and the student's parent/guardian when disciplinary information is communicated and to provide a copy of the disciplinary information. The student and/or the student's parent/guardian may challenge the accuracy of disciplinary information through the process outlined in the notice to parents and students of rights concerning student school records.~~

LEGAL REFS:        C.R.S. 22-32-109.1 (3) offenses against school employees  
                         C.R.S. 22-32-109.1 (9) immunity provisions in safe schools law  
                         C.R.S. 22-32-126 (5) (a) communication of disciplinary information ~~to staff~~  
                         C.R.S. 24-10-102 et seq. (governmental immunity)  
~~20 U.S.C. 2361 through 2368 (Coverdell Teacher Protection Act contained in No Child Left Behind Act of 2001 limits the liability of school personnel)~~

CROSS REFS.:       GCQF, Discipline, Suspension and Dismissal of Professional Staff  
                         JK, Student Discipline and subcodes  
                         JKD/JKE, Suspension/Expulsion of Students

Revised:

Adopted: June 2005

Centennial BOCES



## **WORKERS' COMPENSATION POLICY**

An employee is eligible for workers' compensation leave from Centennial BOCES during the period of time the employee is temporarily disabled as the result of any injury arising out of and in the course of employment which qualifies for an indemnity payment from the workers' compensation division of the Colorado Department of Labor and Employment.

Workers' compensation leave shall be available only to those persons who sustain a temporary total disability and are unable to perform services for Centennial BOCES while disabled.

The primary source of compensation for an employee on workers' compensation leave shall be the indemnity payment from the workers' compensation section of the division of worker's compensation of the Colorado Department of Labor and Employment or insurance carrier as determined by state law. The employee may use accrued Centennial BOCES sick leave and vacation time to supplement the workers' compensation payment.

Under no circumstances shall an employee be allowed to receive more than an amount equal to the weekly wage or equivalent when combining the indemnity payment from workers' compensation and Centennial BOCES benefits. The employee shall provide any requested documentation to Centennial BOCES to evidence amounts paid by workers' compensation before benefit payments are allowed by Centennial BOCES.

While on workers' compensation leave under a temporary total disability, employees shall continue to have Centennial BOCES health, life and disability insurance coverage, to the same extent the employee had such coverage prior to taking workers' compensation leave, for a period of time not to exceed 90 days. At such time, the employee shall be given the option of directly assuming payment of Centennial BOCES's costs for such benefits or discontinuing the coverage until returning to work and again being eligible for benefits, unless Centennial BOCES is otherwise required to pay for or continue such coverage under applicable law.

- ~~I. An employee who suffers a work-related injury and who is eligible to receive workers' compensation disability payments shall continue to receive his/her regular salary and benefits for a period of thirty (30) days following the date of the injury. An employee's regular salary and benefits shall not include any extra duty assignments, whether or not a part of the employee's contract, and shall not include any overtime pay, whether or not such pay is regularly earned by the employee.~~
  - ~~A. Payment of such employee's regular salary and benefits is expressly contingent on the employee paying or causing to be paid to the Centennial BOCES the employee's entire workers' compensation disability payment.~~
  - ~~B. Payment of the employee's regular salary and benefit payments pursuant to paragraph I.A. shall not be deducted from employee's accumulated sick leave or vacation days.~~
- ~~II. Following thirty (30) days after the date of an employee's injury, the employee will no longer be entitled to receive his/her regular salary and benefits. The employee will be placed on unpaid leave of absence, and except as otherwise provided in this subsection, all salary and benefits shall be discontinued.~~
  - ~~A. An employee no longer receiving regular compensation and benefits pursuant to this subsection will be eligible to receive accumulated sick leave days. If an employee elects to be paid accumulated sick leave days, the employee's sick leave pay shall be limited to an amount equal to the difference between the employee's regular salary and the amount received by the employee as workman's compensation disability. The amount of payment shall be calculated for each day the employee elects to receive his/her sick leave days, and for each day the~~

~~employee elects to receive sick leave pay the employee shall be charged a proportionate share of each accumulated sick leave day equal to the portion of daily sick leave paid divided by the total amount of one (1) day of sick leave. The Centennial BOCES shall continue to pay its portion of the employee's benefits for each day the employee elects to receive his/her accumulated sick leave pay.~~

- ~~B. An employee shall not be entitled access to the Sick Leave Bank or to receive any benefits from the Sick Leave Bank during the time the employee is eligible to receive workers' compensation disability payments.~~
- ~~C. An employee no longer receiving regular compensation and benefits pursuant to this subsection will be eligible to receive all accumulated vacation time. Accumulated vacation time shall be paid in full, and all employee benefits shall be continued during the time the employee is eligible to receive vacation pay.~~
- ~~D. Except as otherwise provided by this policy or by law, the leave of an employee who suffers work related injury and who is eligible to receive worker's compensation disability payments shall be treated as leave under the Family Medical Leave Act ("FMLA") in accordance with the FMLA. All paid and unpaid leave provided by this policy shall be included in calculating this twelve (12) week period.~~
- ~~E. If the Centennial BOCES determines that the employee's work related injury does not qualify for FMLA leave, the Centennial BOCES shall notify the employee in writing of this determination.~~

LEGAL REFS.:    29 U.S.C. 2601 et seq. Family and Medical Leave Act of 1993  
                         P.L. 111-148 Patient Protection and Affordable Care Act  
                         C.R.S. 8-40-101 et seq. Workers' Compensation Act of Colorado

CROSS REFS.:    GBGG, Staff Sick Leave  
                         GCD, Professional Staff Vacations and Holidays  
                         GDD, Support Staff Vacations and Holidays

Revised:  
Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES

## **FAMILY STAFF MATERNITY/PATERNITY/PARENTAL LEAVE**

### **Maternity Leave**

Pursuant to the employee's request, medically necessary sick leave for maternity purposes shall be available to any female employee who becomes pregnant. The leave will be allowed during such period of the pregnancy and a reasonable time immediately following termination of the pregnancy as is medically necessary to safeguard the health of the mother and/or child.

#### **1. Determination of Necessity**

The determination and designation of the period of time during which maternity leave is necessary including the beginning, duration and end of the period, shall be made by Centennial BOCES. Such determination shall be based on information provided by the employee, the employee's physician, the executive director and if deemed necessary, by a physician designated by Centennial BOCES.

#### **2. Reinstatement**

An employee who has taken leave in accordance with this policy shall be assured reinstatement following the end of the period of time during which leave is necessary.

#### **3. Notice**

An employee who becomes pregnant shall be encouraged to notify the executive director or designee regarding the pregnancy well in advance of the expected leave so that Centennial BOCES may make appropriate staffing decisions. When an employee is no longer pregnant, she shall notify the executive director or designee of this fact.

#### **4. Benefits**

An employee on maternity leave for medical necessity as determined by the employee's or the Centennial BOCES's physician shall receive pay, insurance and other benefits to the same extent and on the same basis as sick leave used for other purposes. Any additional leave granted by Centennial BOCES for maternity purposes beyond that which is medically necessary shall be without pay or other benefits unless the provisions of the federally-mandated family leave act apply.

### **Parental Leave**

The provisions of this section shall apply only after an eligible employee has used any applicable federally-mandated family leave. Any days taken for family leave will be deducted from the total leave period allowed under this policy.

Parental leave of absence without salary and fringe benefits may be granted to staff members for the purpose of child rearing, child care or adoption. Parental leave may be granted for a period of time not to exceed 90 days for each employee. The leave need not be taken all at once, but must be taken in increments which coincide with the planning needs of Centennial BOCES.

In determining whether to grant the leave request, Centennial BOCES will consider any special needs of the child, the staffing needs of Centennial BOCES and any other relevant factors. Centennial BOCES will grant parental leave without regard to the sex of the employee.

The request for leave will be made to the executive director. If the parental leave request is refused by the executive director, the staff member may appeal to the Board.

If the leave period is for an entire school year, notice of intent to return from leave must be given to Centennial BOCES before April 1 preceding the school year the employee wishes to return to work. If the leave is for a period less than an entire school year, notice of intent to return shall be given at least three months prior to the date the employee wishes to return to work.

As long as proper notice has been given of the employee's intent to return to work, Centennial BOCES shall reinstate the employee. A teacher being reinstated shall be placed in a teaching position as nearly identical as possible to the position left at the commencement of the leave. In no event shall a teacher be placed in a position for which he or she is not qualified or licensed.

The employee on parental leave may be permitted to substitute at the Centennial BOCES approved substitute rate of pay.

Nothing in this policy shall be construed to limit the powers or duties of the Board or administration to make employment decisions for Centennial BOCES.

~~The provisions of this section shall apply to all family and medical leaves of absence except the extent that paid leaves are covered under other Board policies for any part of the 12 weeks of leave to which the employee is entitled. If an employee is entitled to paid leave under another policy, the employee shall take the paid leave first.~~

~~To be eligible for leave under this policy, an employee shall have been employed for at least 12 months and shall have worked at least 1,250 hours during the 12-month period preceding the commencement of leave. A full-time classroom teacher shall be deemed to be eligible for family leave. An eligible employee shall be entitled to a combined total of 12 weeks' leave per year under particular circumstances that are critical to the life of a family.~~

~~Leave may be taken upon the birth and for the first year care of the employee's child, upon the placement of a child with the employee for adoption or foster care, when the employee is needed to care for a child, spouse, or parent who has a serious health condition, or when the employee is unable to perform the functions of his/her position because of a serious health condition.~~

~~Spouses who are both employed by Centennial BOCES shall be entitled to a total of 12 weeks leave (rather than 12 weeks each) for the birth or adoption of a child or for family illness.~~

~~Entitlement for child care leave shall end after the child reaches age one or 12 months after adoption or foster placement. Leave to care for a child shall include leave for a step-parent or person in *loco parentis*.~~

~~If medically necessary for a serious health condition of the employee or the employee's spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule subject to certain conditions which pertain to instructional employees. Centennial BOCES may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule provided that the position has equivalent pay and benefits.~~

~~Centennial BOCES shall maintain coverage under any group health insurance plan for any employee who is granted an approved leave of absence under this policy for the duration of the leave (up to 12 weeks). Such coverage shall be maintained at the same level and under the same conditions as coverage would have been provided if the employee were not on leave. Centennial~~

~~BOCES reserves the right to seek reimbursement for this benefit in the event that an employee elects not to return to work, as allowed by law.~~

~~Reinstatement shall be determined in accordance with any applicable Board policy. If the employee on leave is a salaried employee and is among the highest paid 10 percent of employees, and keeping the job open for the employee would result in substantial economic injury to Centennial BOCES, the employee may be denied reinstatement provided Centennial BOCES notifies the employee of its intent to deny reinstatement at the time economic hardship occurs, and the employee elects not to return to work after receiving the notice.~~

~~Employees shall be required to utilize leave available under applicable Centennial BOCES policies prior to utilizing leave pursuant to FMLA.~~

~~If an employee is eligible for and elects to take leave under the FMLA, the employee shall first take all accrued leave, paid or unpaid, to which the employee is also entitled under these policies, as part of such FMLA leave.~~

LEGAL REFS.:       29 U.S.C. 2601 *et seq.* (Family and Medical Leave Act of 1993)  
                          29 C.F.R. Part 825 (regulations)  
                          42 U.S.C. 2000e-2 Title VII of the Civil Rights Act of 1964  
                          C.R.S. 19-5-211 adoption statute  
                          C.R.S. 24-34-402.3 discrimination based on pregnancy, childbirth or  
                          related conditions

CROSS REFS.:       AC, Nondiscrimination/Equal Opportunity  
                          GBA, Open Hiring/Equal Employment Opportunity

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

## **FEDERALLY-MANDATED FAMILY AND MEDICAL LEAVE**

~~The provisions of this section~~ This policy shall apply to all family and medical leaves of absence covered under the Family and Medical Leave Act of 1993 (FMLA). Terms used in this policy and its accompanying regulation, such as “serious health condition,” “qualifying exigency,” “covered active duty,” “covered service member,” and “serious injury or illness” shall be as defined by the FMLA and its implementing regulations. ~~except the extent that paid leaves are covered under other Board policies for any part of the 12 weeks of leave to which the employee is entitled. If an employee is entitled to paid leave under another policy, the employee shall take the paid leave first.~~

### **Eligibility**

To be eligible for a family and medical leave of absence (FMLA leave) under this policy, an employee shall have been employed for at least 12 months and shall have worked at least 1,250 hours during the 12-month period preceding the commencement of leave. A full-time classroom teacher shall be deemed to meet the hourly requirement but must also meet the 12-month requirement to be eligible for family leave.

### **Permitted Reasons for FMLA Leave**

An eligible employee shall be entitled to a combined total of 12 weeks’ leave per year for the following reasons:  
~~under particular circumstances that are critical to the life of a family.~~

- ~~1. Leave may be taken upon t~~ The birth and ~~for the first year care of the employee’s newborn child;~~
- ~~2. , upon t~~ The placement of a child with the employee for adoption or foster care;
- ~~3. , when the employee is needed t~~ To care for the employee’s a child, spouse, or parent who has with a serious health condition; ~~or~~
- ~~4. W~~ When the employee is unable to perform the essential functions of his/her position because of the employee’s own a serious health condition; ~~or~~
- ~~5. Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter or parent is on covered active duty in the Armed Forces or has been notified of an impending call or order to covered active duty in the Armed Forces.~~

Spouses who are both employed by Centennial BOCES shall be entitled to a total of 12 weeks of leave (rather than 12 weeks each) per year for reasons (1), (2), (3) and/or (5) specified in the immediately preceding paragraph. ~~for the birth or adoption of a child or for family illness.~~

Entitlement for child care leave shall end after the child reaches age one or 12 months after adoption or foster placement. Leave to care for a child shall include leave for a step-parent or person in *loco parentis*.

An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness incurred or aggravated in the line of duty on active duty shall be entitled to a total of 26 weeks of leave during a single 12-month period to care for the covered service member.

The single 12-month period shall begin on the first day the employee takes leave for this reason and shall end 12 months later. During that 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave under this policy. Only 12 weeks of the 26 week total may be for a FMLA-qualifying reason other than to care for a covered service member.

Spouses who are both employed by Centennial BOCES shall be entitled to a total of 26 weeks (rather than 26 weeks each) in a single 12-month period if the leave is to care for a covered service member with a serious injury or illness, or a combination of caring for a covered service member and reasons (1), (2), (3) and/or (5) above.

### **Intermittent or Reduced FMLA Leave**

~~If medically necessary for a serious health condition of the employee or the employee's spouse, child, or parent, Leave may be taken on an intermittent or reduced leave schedule, subject to certain conditions which pertain to instructional employees.~~ Centennial BOCES may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule provided that the position has equivalent pay and benefits. Teachers requesting intermittent or reduced leave involving greater than 20 percent of their working time during such period may, in the alternative, be required to take leave continuously for all or a specified part of the total period involved.

Intermittent leave or leave on a reduced schedule shall not be allowed because of the birth of an employee's child and to care for a newborn child, or because of the placement of a child with an employee for adoption or foster care.

### **Health Insurance and Benefits**

Centennial BOCES shall maintain coverage under any group health insurance plan for any employee who is granted an approved leave of absence under this policy for the duration of the leave ~~(up to 12 weeks)~~. Such coverage shall be maintained at the same level and under the same conditions as coverage would have been provided if the employee were not on leave. Centennial BOCES reserves the right to seek reimbursement for this benefit in the event that an employee elects not to return to work, as allowed by law.

The use of FMLA leave shall not result in the loss of any employment benefit that accrued prior to the start of the FMLA leave.

### **Reinstatement after FMLA Leave**

Reinstatement shall be determined in accordance with any applicable ~~law~~ Board policies. If the employee on leave is a salaried employee and is among the highest paid 10 percent of employees, and keeping the job open for the employee would result in substantial economic injury to Centennial BOCES, the employee may be denied reinstatement provided Centennial BOCES notifies the employee of its intent to deny reinstatement at the time economic hardship occurs, and the employee elects not to return to work after receiving the notice.

Centennial BOCES shall fully comply with the FMLA and shall be entitled to take all actions and exercise all options authorized under the FMLA consistent with this policy and its accompanying regulation. In the event that this policy or its accompanying regulation conflict or are otherwise inconsistent with mandatory provisions of the FMLA, the mandatory provisions of the FMLA shall control.

~~Employees shall be required to utilize leave available under applicable Centennial BOCES policies prior to utilizing leave pursuant to FMLA.~~

~~If an employee is eligible for and elects to take leave under the FMLA, the employee shall first take all accrued leave, paid or unpaid, to which the employee is also entitled under these policies, as part of such FMLA leave.~~

LEGAL REFS.: 29 U.S.C. 2601 *et seq.* (Family and Medical Leave Act)

29 C.F.R. Part 825 (regulations)

CROSS REFS.:      GBGE, Staff Maternity/Paternity/Parental Leave  
                         GBGG, Staff Sick Leave  
                         GBGK, Staff Legal Leave

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES



## **PROCEDURES FOR FEDERALLY-MANDATED FAMILY AND MEDICAL LEAVES AND ABSENCES**

### **Notification and Reporting**

~~When the need for leave for a family and medical leave of absence (FMLA leave) the birth or adoption of a child or for planned medical treatment~~ is foreseeable, the employee ~~must~~ shall provide at least 30 days prior notice to Centennial BOCES, unless circumstances dictate otherwise. IF the requested FMLA leave is because of a military-related qualifying exigency and the leave is foreseeable, the employee shall provide notice to Centennial BOCES as is reasonable and practicable. With respect to foreseeable treatments of an employee's family members, the employee ~~must~~ shall make a reasonable effort to schedule treatment so as not to disrupt agency Centennial BOCES operations.

If the need for FMLA leave is unforeseeable, the employee shall provide notice to Centennial BOCES as soon as practicable under the circumstances.

If an employee's requested FMLA leave also constitutes paid leave under another Board policy, the FMLA leave and other applicable leave shall run concurrently.

In the absence of an employee's request for FMLA leave, Centennial BOCES may independently determine whether an employee's leave under another Board policy constitutes FMLA leave and, if so, shall notify the employee that the leave will be counted against the FMLA leave to which the employee is entitled

If the FMLA is due ~~In cases of~~ to illness, the employee is required to report ~~shall report~~ periodically on his/her leave status and intention to return to work.

If the requested FMLA leave is because of a military-related qualifying exigency, Centennial BOCES may require the employee to provide supporting documentation of such exigency.

Centennial BOCES may also require the employee to show certification of the familial relationship if the request for FMLA leave is to care for a family member with a serious health condition, to care for a covered service member with a serious injury or illness, or in connection with a military-related qualifying exigency.

### **Intermittent or Reduced Leave**

~~When instructional employees seek intermittent leave in connection with a family or personal illness and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the agency may require the employee to take leave in a block (not intermittently) for the entire period, or to transfer to an available alternative position with Centennial BOCES that is equivalent in pay for which the employee is qualified and which better accommodates the intermittent situation.~~

### **Basic Conditions Medical Certification**

Centennial BOCES ~~will~~ shall require medical certification to support a claim for leave for an employee's own serious health condition; ~~or to care for a seriously ill the employee's child, spouse, or parent with a serious health condition; or to care for a covered service member's serious injury or illness.~~ The ~~basic~~ medical certification will be sufficient if it contains the date on which the condition or injury/illness commenced, the probable duration of the condition or injury/illness, and any appropriate medical information.

For an employee's own ~~medical leave~~ serious health condition, the medical certification also must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a ~~seriously ill child~~, spouse, or parent with a serious health condition or to care for a covered service member with a serious injury or illness, the medical certification must include an estimate of the amount of time the employee is needed to provide care.

In its discretion and in accordance with the FMLA, Centennial BOCES may require a second or third medical opinion and periodic re-certifications as Centennial BOCES deems reasonably necessary at its own expense. ~~If the first and second opinions differ, Centennial BOCES, at its own expense, may require the binding opinion of a third health care provider approved jointly by Centennial BOCES and the employee.~~

Medical ~~C~~ertification for intermittent leave must indicate the dates on which treatment is expected to be given and the duration of the treatment. For leave to care for a ~~seriously ill child~~, spouse, or parent, with a serious health condition or to care for a covered service member with a serious injury or illness, the medical certification must include a statement that the employee's intermittent leave is necessary to care for the family member and the expected duration and schedule of treatment.

For the employee's own intermittent leave, the medical certification must contain a statement indicating the medical necessity of the intermittent treatment and its expected duration.

~~A "Request for Family and Medical Leave of Absence Form" must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the immediate supervisor for proper approval and forwarded to the personnel officer. If possible, the form should be submitted 30 days in advance of the effective date of the leave. All medical information provided to Centennial BOCES through this process shall be treated as confidential.~~

### **Reinstatement Return to Work**

~~Because the end of the semester is a critical time for both teachers and students, the following conditions will apply to requests from teachers seeking to return from leave within the last three weeks of the semester:~~

~~An~~ Employees who ~~have~~ has taken leave due to the employee's own serious a personal health condition ~~will~~ shall be required to provide a medical certification ~~by their from the employee's~~ physician that the employee is able to resume work. In addition, Centennial BOCES reserves the right to consult with a public health official if there is any question about possible transmission of a disease in the school setting.

The following return to work provisions applies to teachers:

1. If the ~~employee- teacher~~ begins any category of ~~family and medical~~ FMLA leave ~~five or more than five~~ weeks prior to the end of the semester and the leave is for more than three weeks, Centennial BOCES may require the ~~employee- teacher~~ seeking to return within the last three weeks to ~~wait until the next~~ continue the leave through the end of the semester.
2. If the ~~employee- teacher~~ begins any category of ~~family and medical~~ FMLA leave, except ~~personal sick leave~~ for the teacher's own serious health condition, less than five weeks

before the end of the semester, and the period of leave is greater than two weeks, Centennial BOCES may require the ~~employee- teacher~~ seeking to return within the last two weeks to ~~wait until the next~~ continue the leave through the end of the semester.

3. If the ~~employee- teacher~~ begins any category of ~~family and medical~~ FMLA leave, except ~~personal sick leave for the teacher's own serious health condition~~, three or fewer weeks before the end of the semester, and the period of leave is greater than five working days, Centennial BOCES may require the ~~employee- teacher~~ to continue the leave through the end of the ~~wait until the next~~ semester.

### **Repayment of Benefits**

~~In the event that an~~ If the employee elects ~~fails not~~ to return to work upon completion of an approved ~~unpaid~~ FMLA leave ~~of absence~~, Centennial BOCES may recover from the employee the cost of any payments made to maintain the employee's group health insurance coverage unless the failure to return to work was due to a continuation, recurrence, or onset of a serious health condition as certified by a physician that entitles the employee to leave or for other reasons beyond the employee's control. ~~Benefit entitlement based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.~~

### **Posting/Notice to Employees**

Centennial BOCES shall post notices explaining the rights and responsibilities under the Family and Medical Leave Act (FMLA) in locations where they can be readily seen by employees and applicants for employment.

Notice of the FMLA's rights and responsibilities shall also be incorporated into employee handbooks or provided directly to employees.

Revised:

Centennial BOCES

**This exhibit is recommended for deletion as it is better suited as an HR updated document Certification of Physician or Practitioner (Family and Medical Leave Act of 1993)**

1. Employee's Name: \_\_\_\_\_
2. Patient's Name: \_\_\_\_\_
3. Diagnosis: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Date condition commenced: \_\_\_\_\_
5. Probable duration of condition: \_\_\_\_\_
6. Regimen of treatment to be prescribed: (Indicate number of visits, general nature and duration of treatment, including referral to other providers of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week.)  
  
A. By physician or practitioner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
B. By another provider of health services if referred by physician or practitioner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**~~If this certification relates to care for the employee's seriously ill family member, skip items 7, 8, and 9 and proceed to items 10 through 14. Otherwise continue below.~~**

Check **Yes** or **No** in the boxes below as appropriate.

\_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

7. ☐ ☐ Is in-patient hospitalization of the employee required?
8. ☐ ☐ Is employee able to perform work of any kind? If "no", skip item 9.
9. ☐ ☐ Is employee able to perform the function of employee's position? Answer after reviewing statement from employer of essential functions of employee's position or, if not provided, after discussion with employee.

**~~For certification relating to care for the employee's seriously ill family member, complete items 10 through 14 below as they apply to the family member and proceed to item 17.~~**

**Yes — No**

10. ☐ ☐ Is in-patient hospitalization of the family member (patient) required?
11. ☐ ☐ Does, or will, the patient require assistance for basic medical needs, hygiene, nutritional needs, safety or transportation?
12. ☐ ☐ After review of the employee's signed statement (item 14 below), is the employee's presence necessary or would it be beneficial for the care of the patient? This may include psychological comfort.
13. Estimate the period of time of care needed, or that the employee's presence would be beneficial. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. Signature of physician or practitioner: \_\_\_\_\_
15. Date: \_\_\_\_\_
16. Type of practice (field of specialization, if any): \_\_\_\_\_

**Item 17 is to be completed by the employee needing family leave.**

17. When family leave is needed to care for a seriously ill family member, the employee must state the care he/she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Centennial BOCES \_\_\_\_\_

## **STAFF SICK LEAVE**

~~Absence for the employee's own illness, disability or quarantine shall be charged against sick leave. Essential treatments, examinations for diagnostic purposes and other absences related to an employee's health shall be allowed as sick leave when such treatments or examinations must be made during work time.~~

The Board recognizes that there may be times when an employee is unable to fulfill the duties of his/her position due to illness. Therefore, paid sick leave is provided for employees in accordance with this policy and as outlined in Schedules A, B and C.

Sick leave may be taken for personal illness, personal medical appointments or for the necessary care and attendance of a member of the employee's immediate family.

For sick leave purposes, the term "immediate family" shall be defined as spouse, partner in a civil union, children and parents. Exceptions may be made by the executive director.

An employee may be required to furnish satisfactory medical proof of illness ~~or disability~~.

~~An employee who is absent due to illness in his/her immediate family may also have such absences charged to this standard sick leave allowance. "Immediate family" shall be interpreted to include husband, wife, son, daughter, brother, sister, father or mother of the employee or any relative living in the immediate household of the employee.~~

For a regularly appointed part-time employee or for an employee beginning work at any time later than July 1 (either because of illness or late appointment), the sick leave entitlement shall be directly proportionate to the amount of time served.

- ~~Sick leave is either accrued or granted based on the following Benefit Schedules:~~

Sick leave shall be earned on a monthly basis for employees under Benefit Schedule A, ~~B and C~~.

- ~~The total annual sick leave amount for employees under Benefit Schedule C shall be granted at the beginning of the school calendar year for all full time employees within Schedule C. For employees hired after the beginning date of the school calendar year, said employees shall be granted a total of the pro-rata portion of the annual sick leave amount.~~

Reports regarding employees' sick leave utilization are generated on a monthly basis and submitted to program directors to monitor usage in excess of employees' accrued leave. Prior to the end of the employee's work year, if the employee is in arrears in sick leave, a systematic procedure to dock the employee's pay will be put in place.

For each actual work day an employee loses, after both standard and additional sick leave allowances are exhausted, a deduction shall be made from his/her salary in the amount of his/her annual salary divided by the number of actual days in the employee's work year.

An employee terminating employment before the end of the year who has used more of his/her sick leave than the fraction of the year warrants shall have the proportionate amount deducted from his/her final settlement check.

An employee may accrue the maximums as outlined in Benefit Schedules A, B and C. Sick leave shall not apply during vacation leave, paid holidays or leaves of absence.

LEGAL REF.: C.R.S. 14-15-101 et seq. Colorado Civil Union Act

CROSS REF.: GBGF, Federally-Mandated Family and medical Leave

Revised: September 11, 2006  
Centennial BOCES

## **SICK LEAVE BANK**

In addition to the regular sick leave allotted to each Centennial BOCES employee, a sick leave bank has been established by the Centennial BOCES. The purpose of the sick leave bank is to provide a source of sick leave for a Centennial BOCES employee who sustains a long illness and uses up all accumulated leave or for the new employee who likewise sustains a long illness and does not have accumulated leave to use. The sick leave bank will consider all illnesses, including medical conditions related to pregnancy. ~~for use by any eligible employee whose accumulated sick leave is inadequate for an extended illness or disabling condition.~~

### **Eligibility**

Participation in the bank is voluntary. Upon an employee's hiring, the opportunity to join the Bank will be offered. Each Centennial BOCES staff member employed at .5 FTE, or more, is eligible to join the Bank, and may do so voluntarily by contributing two days from his/her eligible sick leave. These days will be removed from the individual's sick leave eligibility and will be transferred to the Bank total. All other employees may join by September 1 of any year. Employees who choose not to ~~contribute to~~ join the Bank will not have the opportunity to take advantage of the Bank.

### **Use of Sick Leave Bank**

Use of sick leave bank days by a Bank member ~~employee~~ is limited to any extended health problem which: ~~1. has depleted the employee's own sick leave days, and 2. has continued thereafter to prevent the employee's return to work for an additional three(3) days. Only absences which occur after conditions 1 and 2 above have been satisfied will be eligible for consideration for additional sick leave from the Sick Leave Bank.~~ All requests for use of the Sick Leave Bank will be in writing, by completing the Sick Leave Bank form 111 ~~"Request to Access Centennial BOCES Sick Leave Bank"~~, and will be accompanied by appropriate medical information justifying the request. All such information will be treated as confidential by the Sick Leave Bank Committee. ~~Requests will be evaluated by the Sick Leave Bank Committee within five days of receipt of the request.~~ This committee shall be composed of three Centennial BOCES employees, including the Executive Director, or his/her designee. The committee will give consideration to the following factors:

1. Member's past conservation and fair use of leave policies.
2. The seriousness of past and current illnesses and injuries.
3. Any unusual circumstances involved.

Further, in making these determinations, the committee will review information presented by member employees and may consider information available from any other source. The committee may request a letter from the attending physician stating that the individual was not able to perform the normal duties of the job.

Approved requests shall be for no more than 10 working days. Absences beyond the 10 initial days will not require an additional written request, but must be separately approved by formal action of the Sick Leave Bank Committee. The total, maximum number of sick leave bank days that can be approved for an individual employee is limited to 30 total days in each calendar year.

Sick leave days in the Bank will carry over from year to year. Should the number of available sick leave days in the Bank fall below 40, members of the Bank will be uniformly assessed additional sick leave days from their personal sick leave to bring the total back to, or above, the 40 day minimum. A member employee withdrawing from the sick leave bank may not withdraw contributed days.



CROSS REFS.:        GBGF, Federally-Mandated Family and Medical  
                             GBGG, Staff Sick Leave

Revised:

Revised: September 11, 2006

Adopted: May 16, 2002

Centennial BOCES

**This exhibit is recommended for deletion as it is better suited as an HR updated document. Request to Access Centennial BOCES Sick Leave Bank**

**To be completed by employee or representative**

Employee's name: \_\_\_\_\_ SSN \_\_\_\_\_

Home address: \_\_\_\_\_

\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Position: \_\_\_\_\_ FTE: \_\_\_\_\_

Date Sick Leave Bank membership: \_\_\_\_\_

Date illness/injury began: \_\_\_\_\_ Expected duration: \_\_\_\_\_

Date all current sick leave will be / was exhausted: \_\_\_\_\_

Number of days requested from Sick Leave Bank: \_\_\_\_\_

Briefly describe the nature of illness / injury: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

~~Required medical records shall be attached to this request.~~

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Program Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Committee Chair Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Committee Disposition: \_\_\_\_\_

Executive Director: \_\_\_\_\_ Date: \_\_\_\_\_

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

Revised: June 23, 2003  
Centennial BOCES

**This exhibit is recommended for deletion as it is better suited as an HR updated document. Attending Physician's Statement**

Employee's name: \_\_\_\_\_ SSN \_\_\_\_\_

Home address: \_\_\_\_\_

\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

**Physician**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date first consulted for this condition: \_\_\_\_\_

Briefly describe the nature, diagnosis, and treatment of illness / injury: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Anticipated duration employee is unable to work due to condition.**

From: \_\_\_\_\_ Through: \_\_\_\_\_

Signature of Physician: \_\_\_\_\_ Date: \_\_\_\_\_

Revised: June 23, 2003

Centennial BOCES

## **STAFF MILITARY LEAVE**

### **Annual Military Leave**

An employee who is a member of a reserve or National Guard unit or any other branch of the military organized under state or federal law shall be granted military leave with a right of reinstatement in accordance with state and federal law.

The employee shall receive full salary and benefits during sick leave up to a maximum of 15 work days annually. The leave year shall be as established by Centennial BOCES. per calendar year shall be granted without pay to employees who participate in military service duties of short duration. Such leave shall not be cumulative. All remaining leave to fulfill the annual Mmilitary service duties in excess of fifteen (15) work days obligation shall be granted without pay unpaid leave.

An employee who is required by the state or federal government to continue military service beyond the time for which leave with pay is required, shall be granted a leave of absence without pay for all such additional service.

### **Emergency Military Leave**

Military leave of absence without pay shall be granted to any employee who enlists for military duty with any branch of the United States armed forces or who is called into active military service in time of war or other emergency declared by the proper authority of the state or United States. The employee shall be considered on a leave of absence during military service.

### **Notice of Military Service**

An employee taking leave under this policy shall provide written or oral notice, as far in advance as possible, of pending military service. Employees on military leave resulting in absence of more than 30 days shall forward a copy of their military orders to the executive director or designee.

### **Using Paid Leave in Lieu of Unpaid Military Leave**

An employee taking leave under this policy may at his or her discretion, but is not required to, use accrued vacation or other paid leave during time of military service.

### **Hiring Substitute**

Where necessary to protect the public interest, a substitute employee may be hired by Centennial BOCES to perform the duties of the employee on military leave until such time as the employee returns to work.

### **Reinstatement after Service**

Upon completion of the military duty service and in accordance with state and federal law, the employee shall be reinstated in the same or a similar position he\she held at the time of entry into service or a position of like seniority, rank status, and pay if such is available at the same salary and benefits which he or she would have received had leave not been taken and if the employee meets the applicable statutory requirements, including notification to Centennial BOCES of the employee's intent to return to work within the time period set out in law. However, nothing herein shall be construed to limit or modify the authority and discretion of the Board of Directors and the Executive Director, as otherwise conferred by policy or statute, including, but not limited to, the authority to effect transfers, terminations of employment, or other similar matters.

Upon reinstatement, the employee shall have the same rights with respect to accrued and future vacation, sick leave, public retirement benefits and other benefits as if he or she had actually been employed during the time of such leave.

LEGAL REFS.: 38 U.S.C. §4301 et seq. Uniformed Services Employment and Reemployment Rights Act  
20 C.F.R. Part 1002 regulation  
C.R.S. 28-3-601 et seq. annual military leave for public employees

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

### **STAFF BEREAVEMENT LEAVE**

Bereavement leave shall be granted to all eligible employees at the rate of five days per occurrence, non-cumulative, for a death in the employee's immediate family. Immediate family to include: spouse, partner in a civil union, child, mother, father, brother, sister, mother-in-law, father-in-law, aunt, uncle, and grandparents. Bereavement days shall also be granted for other deaths as determined by the employee, supervisor, and executive director.

Employee absences which extend beyond five days due to a death in the immediate family shall be charged to the employee's sick or vacation leave, at the employee's option.

LEGAL REF.: C.R.S. 14-15-101 et seq. Colorado Civil Union Act

**Revised:**

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

## **JURY DUTY AND WITNESS STAFF LEGAL LEAVE**

The Board recognizes the important role citizens play in our legal system, including the obligation to serve as jurors under appropriate circumstances and to appear in proceedings pursuant to subpoena or other court order.

All employees of Centennial BOCES shall be excused for jury duty or when ordered to appear in a proceeding pursuant to subpoena or other court order with no jeopardy to their employment, compensation, annual leave or other leave.

Substitutes for employees, when necessary, shall be obtained in the usual manner and paid by Centennial BOCES.

While state law provides that Centennial BOCES is only responsible for paying employees their regular wages up to \$50 per day for the first three days of jury service, Centennial BOCES believes it should support employees to the full extent of their regular wages while on jury service. Therefore, Centennial BOCES shall pay employees their regular wages for all days of jury service.

Pursuant to state law, after the first three days of jury service, the state pays each juror \$50 per day. Because employees will be receiving their regular wages from Centennial BOCES, which in most instances is more than \$50 per day, all employees shall forward such payment from the state to Centennial BOCES as an offset. If an employee's regular wages are less than \$50 per day, Centennial BOCES will supplement the employee's regular wages to bring the daily wage up to \$50.

Centennial BOCES shall not reimburse employees for expenses or mileage related to jury service. The employee may keep any reimbursement for expenses or mileage received from the state and continue to receive the full extent of his or her regular wages while on jury service.

The executive director shall request that an employee be excused from jury duty service or the service delayed provided the special nature of the employee's qualifications would make it difficult to secure an adequate substitute or if the timing of the proposed jury service affords a threat to the welfare of Centennial BOCES.

~~An employee summoned to jury duty shall receive his/her full pay for up to five (5) days per occurrence during his/her jury duty, but shall assign his/her jury duty pay, except mileage allowances, to the CBOCES while receiving his/her full pay.~~

### Non-party witnesses and party to action witnesses

~~An employee subpoenaed pursuant to Colorado or federal statutes or rules of procedure and who is not a party to the lawsuit or similar litigation shall be excused from his/her duties for the time necessary to comply with the subpoena. An employee excused to comply with a subpoena as a non-party witness shall receive regular pay for that portion of the excused time reasonably necessary to testify pursuant to the subpoena, but such excused time shall be without pay if it exceeds two (2) days, unless the Executive Director determines it is in the best interest of the CBOCES to allow additional time with pay. When regular pay is received, the employee shall remit to the CBOCES any witness or other fees received, except mileage allowances.~~

~~An employee who is a party to a lawsuit or similar litigation, shall be excused from his/her duties for the time reasonably necessary to pursue such lawsuit or litigation. Such excused time shall be without pay, except if the employee became a party involuntarily and as a result of the~~

~~proper performance of his/her official duties, such excused time shall be with pay, but such excused time shall be without pay if it exceeds five (5) days, unless the Executive Director determines it is in the best interest of the CBOCES to allow additional time with pay. This section shall not be applicable where the employee is a party where the CBOCES, its employees or agents are defendants or similar respondents.~~

LEGAL REFS.:    C.R.S. 13-71-119 jury duty deferments and excuses – limitations  
                          C.R.S. 13-71-126 compensation of employed jurors for first three days of  
                          service  
                          C.R.S. 13-71-129 compensation of employed jurors after first three days of  
                          service  
                          C.R.S. 13-71-132 through 13-71-134 juror's and employer's obligations

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES



## **STAFF VICTIM LEAVE**

Any staff member who has been employed with the Centennial BOCES for at least 12 months and is the victim of certain crimes/actions (listed below) may request and shall be granted up to three working days of leave, without pay, during any 12-month period.

1. to seek a civil restraining order to prevent domestic abuse as it is defined in state law
2. to obtain medical care or mental health counseling or both for the employee or his or her children to address related physical or psychological injuries
3. to make his or her home secure from the perpetrator or to seek new housing to escape from the perpetrator
4. to seek legal assistance to address related issues and attend and prepare for court-related proceedings

Except in cases of imminent danger to the health or safety of the employee, an employee seeking victim leave shall provide as much advance notice to Centennial BOCES as possible, as well as appropriate documentation requested by the employee's supervisor. The employee does not need to exhaust other applicable leave prior to being granted this type of leave.

All information related to the employee's leave shall be kept confidential, and copies of any related documents retained by Centennial BOCES shall be marked confidential and stored in a secure location separate from routine personnel documents.

This leave applies to the following crimes/actions as defined in state law:

1. domestic abuse
2. stalking
3. sexual assault
4. any other crime where a court finds that the underlying factual basis includes an act of domestic violence

LEGAL REF.: C.R.S. 24-34-402.7 unlawful action against employees seeking protection

Revised:

Reviewed: CASB 2005

Adopted: February 12, 2004

Centennial BOCES

**This policy is recommended for deletion as it is no longer necessary due to the ballot mailing system. RELEASED TIME FOR VOTING**

~~Released time to vote in all national, state, county, township, school district, or special district elections will be provided to registered voters. Two hours release time, with pay, for each election will normally be provided at the beginning or end of the work day. In the event this schedule is inappropriate as a result of the employee's unique work schedule, an appropriate release time schedule will be negotiated with the employee's supervisor.~~

~~Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES~~

**This policy is recommended for deletion as it is unnecessary. PUBLIC  
APPEARANCES**

~~Employees are encouraged to take an active part in the affairs of the community, and it is anticipated that such participation may require public appearances in a variety of capacities.~~

~~When applicable, all employees are encouraged to make it clear that in such appearances they are acting as individual private citizens and not as representatives of the Centennial BOCES. In instances in which employees appear as representatives of the Centennial BOCES it is required that such appearances be approved by the Executive Director. Employees and administrators shall exercise professional judgment to assure that the public appearance is consistent with the purposes and operation of the Centennial BOCES. Where there is a question about the propriety of such an appearance, approval of the Executive Director or designee shall be sought.~~

~~Reviewed: CASB 2005~~

~~Adopted: June 16, 1998~~

~~Centennial BOCES~~

## **PERSONNEL RECORDS AND FILES**

The executive director is authorized and directed to develop and implement a comprehensive and efficient system of personnel records under the following guidelines:

1. A personnel folder for each employee shall be accurately maintained in the Centennial BOCES administrative office. Personnel records shall include home addresses and telephone numbers, financial information, and other information maintained because of the employer-employee relationship.
2. All personnel records of individual employees shall be considered confidential except for the information listed below. They shall not be open for public inspection. The executive director and designees shall take the necessary steps to safeguard against unauthorized access or use of all confidential material.
3. Employees shall have the right, upon request, to review the contents of their own personnel files, with the exception of references and recommendations provided to Centennial BOCES on a confidential basis by universities, colleges or persons not connected with Centennial BOCES.
4. The following information in personnel records and files shall be available for public inspection:
  - a. Applications of past or current employees
  - b. Employment agreements
  - c. Any amount paid or benefit provided incident to termination of employment
  - d. Performance ratings except for evaluations of licensed personnel as noted below
  - e. Any compensation including expense allowances and benefits
5. The evaluation report of licensed personnel and all public records used in preparing the evaluation report shall be confidential and available only to those permitted access under state law.
6. Employees' home addresses and telephone numbers shall not be released for general public or commercial use.

Employees' medical records shall be kept in separate files and shall be kept confidential in accordance with applicable law and Board policy.

~~A comprehensive and efficient system of personnel records shall be developed and maintained by the Centennial BOCES following the guidelines established by administrative procedures and in accordance with Colorado Statutes.~~

LEGAL REF.:	<u>C.R.S. 24-72-204</u>
	<u>C.R.S. 22-9-109 (licensed personnel evaluations – exemption from public inspection)</u>
	<u>C.R.S. 24-19-108 (1)(c) (exceptions to public records)</u>
	<u>C.R.S. 24-72-201 et seq. (Colorado Open Records Act)</u>

CROSS REFS.:        GCE/GCF, Professional Staff Recruiting/Hiring  
                             KDB, Public's Right to Know/Freedom of Information

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

**This regulation is recommended for deletion as it is included in policy GBJ.**  
**~~PROCEDURES FOR MAINTAINING COMPREHENSIVE AND EFFICIENT~~**  
**~~PERSONNEL RECORDS~~**

~~A personnel folder for each employee, licensed and classified, shall be maintained in the Centennial BOCES personnel office.~~

~~In addition to the application for employment, references and transcripts, such folders shall contain records and information relative to compensation, payroll deductions, evaluations, and other such information as may be considered appropriate.~~

~~Under the Colorado Open Records Law, the employee's application form and official performance ratings, prepared by the employee's supervisor, or designee, are open to the public. Transcripts of the employee's grades are not considered part of the application form and are not open to the public, nor are the remainder of the employee's personnel file.~~

~~Each employee shall have the right, upon request, to review the contents of his/her own personnel file, with the exception of references and recommendations provided to the Centennial BOCES on a confidential basis by universities, colleges, or persons not connected with the Centennial BOCES.~~

~~Necessary steps shall be taken to safeguard against the unauthorized use of all confidential materials.~~

~~Lists of Centennial BOCES employees' names and addresses shall not be released for general public use.~~

~~LEGAL REF.: C.R.S. 24-72-204~~

~~Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES~~

**This policy is recommended for deletion as it is no longer accurate. DISCLOSURE OF INFORMATION TO PROSPECTIVE EMPLOYERS**

**Teachers**

~~Pursuant to state law, the Centennial BOCES shall, upon request, disclose to another school district, BOCES, or school, the reasons for the teacher's separation from employment with the Centennial BOCES, any pertinent performance or disciplinary record of the teacher that specifically relates to any negligent action of the teacher that was found to endanger the safety and security of a student, and any disciplinary records that relate to behavior by the teacher that was found to have contributed to a student's violation of the school district's conduct and discipline code. This information shall only be disclosed to personnel authorized to review the personnel file in the requesting district/BOCES and the person applying for a position as a teacher.~~

**Other BOCES Employees**

~~With regard to all other former or current Centennial BOCES employees, the Centennial BOCES shall disclose to a prospective employer information relative to the employee's suitability for reemployment, including his or her work related skills, abilities and habits. In the case of a former employee, the Centennial BOCES shall also disclose the reason for the employee's separation.~~

**Immunity Provisions**

~~The Centennial BOCES and its employees, agents, and representatives authorized by the Centennial BOCES to make such disclosures, shall be immune from civil liability for disclosing such information unless the Centennial BOCES knew or should have reasonably known that the information was false.~~

**Copy to Employee**

~~When the Centennial BOCES provides written information about a current or former employee to a prospective employer, it shall send a copy of that information to the employee upon request. The Centennial BOCES shall also make such written information available to the current or former employee upon request during normal business hours. A fair and reasonable price shall be charged by the Centennial BOCES for any copies of the written information requested by the employee.~~

LEGAL REFS.: \_\_\_\_\_ C.R.S. 8-20114 (2), (3) and (5)  
\_\_\_\_\_ C.R.S. 22-63-202

Reviewed: CASB 2005  
Adopted: February 15, 2001  
Centennial BOCES

## **STAFF CONCERNS/COMPLAINTS/-AND-GRIEVANCES**

~~The purpose of this policy and regulation is to establish an orderly process for resolving employee grievances, to promote good employer-employee relationships within the Centennial BOCES, and to provide employees with an opportunity to present their grievances before the administration.~~

~~The Centennial BOCES believes that every effort should be made to~~ It is the Board's desire that procedures for settling employee differences provide for grievances as promptly and equitably as possible and resolution at the lowest possible administrative level and that each employee be assured an opportunity for orderly presentation and review of complaints without fear of reprisal. Employees are encouraged to take any complaint to their immediate supervisor, as experience has shown that problems can frequently be best settled through discussion and common understanding between the employee and his/her supervisor.  
A "grievance" is defined as an alleged material violation of Board policies or administrative regulations that apply to all employees.

Nothing in this policy shall be construed to imply in any manner the establishment of personal rights not explicitly established by statute or Board policy. Neither shall anything in this policy be construed to establish any condition prerequisite relative to transfer, assignment, dismissal or any other employment decision relating to Centennial BOCES personnel.

All employment decisions remain within the sole and continuing discretion of the administration and/or Board, as appropriate, subject only to the conditions and limitations prescribed by Colorado law.

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES



## **PROCEDURES FOR STAFF CONCERNS/COMPLAINTS/AND GRIEVANCES**

### **Employee Grievance Procedure**

The employee may choose a person to assist him or her at any step of the grievance procedure. Any costs resulting from such assistance shall be the employee's responsibility.

Individual or group grievances of employees shall be filed within 30 working days of the incident that is the subject of the grievance. Any grievance filed outside of this timeline shall not be considered pursuant to this regulation. A grievance shall be resolved as follows:

- Step 1. The grievance shall first be presented in writing to the persons having direct administrative or supervisory responsibility over the work of the employee involved in the grievance. The written grievance shall: (1) explain the specific incident that is the subject of the grievance in sufficient detail; (2) include a description of prior attempts to resolve the matter and the results of these attempts; and (3) discuss the reasons why the employee(s) is/are not satisfied with the prior results. The supervisor or administrator shall render a written decision within 10 working days.
- Step 2. If the grievance is not solved at Step 1, the employee(s) may present the written grievance to the executive director or designee who shall review the grievance and the report from Step 1 and render a written decision within 10 working days of receipt of the report from Step 1.
- Step 3. If the grievance is not solved at Step 2, the employee(s) may file a written request for review by the Board, which will be held within 20 working days of receipt of the report from Step 2. The Board's review of the grievance may be held in executive session at the request of the employee(s), the executive director or the Board. The decision of the Board shall be final and shall be made in writing within 15 working days of the Board's review.

Notwithstanding the steps of the grievance procedure described above, an employee may discuss any problem at any time with any Centennial BOCES supervisor or administrator.

### **Definition**

"Grievance", as defined for the purposes of this procedure, includes any dispute or disagreement regarding the terms or conditions of employment at the Centennial BOCES or application or interpretation of any Centennial BOCES policy, which substantially and adversely affects the grievant employment status or conditions. This shall include, without limitation, disputes arising under the Equal Opportunity Policy of the Centennial BOCES.

The following review levels shall be established to permit a thorough and complete consideration of all grievances and to further the policy of resolution at the lowest possible administrative level. Review of any grievance shall be commenced at the level at which the action to be reviewed was taken and, in case of uncertainty, at the lowest level. Review shall be held at each level, or order, unless both parties agree in writing that review at any particular level(s) is not necessary or futile.

Level One: The employee shall meet with his/her immediate supervisor to discuss the grievance informally. The supervisor will give his/her response, orally or in writing, to the employee within three (3) working days of the meeting.

~~Level Two:— If settlement is not reached at Level One, the employee may submit a written grievance to the Program Administrator within three (3) working days of receipt of the supervisor's response. Written grievances, on the form provided by the CBOCES, shall set forth the substance of the grievance and the supervisor's response, and shall include all documents upon which the employee relies. The Program Administrator may conduct such further investigation as he/she regards to be appropriate. The Program Administrator shall give a written decision to the employee and supervisor within five (5) working days of the receipt of the written grievance.~~

~~Level Three:— If settlement is not reached at Level Two, the employee may appeal the decision of the Program Administrator by submitting the grievance form and supporting documents together with the response of the Program Administrator to the Executive Director within three (3) working days of receipt of the Program Administrator's decision. The Executive Director shall review all matters presented and may conduct such further investigation as he/she deems appropriate. The Executive Director shall give a written decision to the employee and Program Administrator within five (5) working days of the receipt of the appeal. If the Executive Director determines that the grievance is not a matter grievable within this policy and procedure, such determination shall be final and non-appealable.~~

~~Level Four:— If settlement is not reached at Level Three, the employee may seek appeal of the decision of the Executive Director by written request to the Centennial BOCES governing Board submitted within five (5) working days of receipt of the decision of the Executive Director.~~

~~Such request shall include as attachments all written forms, materials, and decisions submitted or issued during the prior proceedings together with a written statement setting forth the reasons why the Board should review the grievance. The Board shall have the discretion to hear or refuse to hear the appeal, which decision shall be made at the next regularly scheduled Board meeting or, if the appeal is not received at least ten (10) working days prior to such meeting, at the next regularly scheduled board meeting after such meeting.~~

~~If the Board determines to hear the appeal, the hearing shall be at the next regularly scheduled board meeting. At such hearing, the employee shall be entitled to present his/her position and to be represented by legal counsel. At the discretion of the Board, the employee may present other testimony or documentary evidence. The hearing may be held in Executive Session at the request of the employee or by decision of the Board. The Board shall give a written decision to the employee and Executive Director within 20 working days after the hearing. The decision of the Board shall be final.~~

## **Remedies**

~~If resolution of the grievance to the satisfaction of the employee is not obtained through this procedure, the employee may thereafter seek his/her remedies under law, if any. This policy and procedure shall not be construed to create any additional legal rights or remedies, including, without limitation, any contractual right, any right to due process or any substantive right subject to protection under the due process clauses of the United States or Colorado Constitutions, beyond those otherwise provided by law.~~

**General**

~~Waivers of any of the procedures or time limitations provided herein are permitted upon the written consent of the employee and Centennial BOCES. Any waiver shall be specific and limited to its express terms.~~

~~The employee may withdraw his/her grievance at any time, which withdrawal shall constitute acceptance of the decision in effect at that time.~~

~~No employee shall be subject to disciplinary or punitive action by the Centennial BOCES for legitimate utilization of the procedures made available hereunder.~~

~~Absent extraordinary circumstances, it is contemplated that the entire review procedures should not exceed three (3) months in length.~~

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

**This exhibit is recommended for deletion as it is better suited as an HR updated document. CENTENNIAL BOCES FORMAL GRIEVANCE FORM**

A grievance is defined as a formal written complaint that 1: sets forth the allegation that there has been a violation, interpretation, or inequitable application of any policy of the Centennial BOCES or federal or Colorado statutes relative to anti-discrimination legislation; 2: specifically identifies the policy or statute alleged to be violated, misinterpreted, or inequitably applied; and 3: furnishes sufficient background concerning the alleged violation, misinterpretation, or inequitable application to identify persons, actions, and/or omissions that led to the allegation.

**~~GRIEVANCE~~**

I, \_\_\_\_\_, hereby file a Grievance to \_\_\_\_\_

**Policy or Statute Violated:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Background Information:**

**Relief Sought:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~I hereby petition for a hearing on my grievance within \_\_\_\_\_ working days, in compliance with the time limits set forth in the Grievance Procedure. I have been informed of the Grievance procedures to be followed along with my rights and responsibilities pertaining thereto.~~

Received by: \_\_\_\_\_  
 \_\_\_\_\_ Supervisor Signature, Program Administrator Signature or \_\_\_\_\_ Date  
 \_\_\_\_\_ Executive Director Signature

Grievant Signature \_\_\_\_\_ Date \_\_\_\_\_

~~Reviewed: CASB 2005  
Centennial BOCES~~

## STAFF POSITIONS

~~All staff positions, either temporary or permanent, instructional, administrative and supervisory positions in the Centennial BOCES shall be established initially by the Board. All changes in titles and/or responsibilities of administrative and/or supervisory positions shall be approved by the Board.~~

~~Unless otherwise designated by contract, professional staff employees, including teachers, shall be considered "at will" employees who serve at the pleasure of the Board and shall only have those rights established by Board policy.~~

~~In each case, the Board shall approve the purpose and function of the position in harmony with state laws and regulations and approve a statement of job requirements as recommended by the Executive Director.~~

~~As the Special Education Administrative Unit of record for some member districts, the Board shall employ a qualified Director of Special Education who shall be responsible for the development, implementation and administration of Special Education services and programs.~~

~~The Board delegates to the Executive Director the task of writing job descriptions, which must include any physical capabilities required for specific positions.~~

LEGAL REFS:     ~~C.R.S. 22-5-107~~  
                     ~~C.R.S. 22-5-108 (1)(a)~~  
                     C.R.S. 22-32-109 (1)(f) board power to employ all personnel  
                     C.R.S. 22-32-110 (1)(h) board power to terminate employment  
                     C.R.S. 22-60.5-101 et seq. teacher licensure law

CROSS REF.:     GCQF, Discipline, Suspension and Dismissal of Professional Staff

Revised:

Revised: April 17, 2008

Adopted: June 16, 1998

Centennial BOCES

**This policy is recommended for deletion as it is included in policy GCA.**  
**SERVICE**

~~Administrative personnel shall serve at the pleasure of the Board of Directors unless the Board formally approves a written contract explicitly establishing a particular term of employment for an employee or unless other limitations are specifically mandated by statute.~~

~~Reviewed: CASB 2005~~  
~~Adopted: June 16, 1998~~  
~~Centennial BOCES~~

**This policy is recommended for deletion as it is not necessary.**  
**PROFESSIONAL STAFF CONTRACTS AND COMPENSATION**

~~Professional staff contracts at all times shall be conditioned upon and subject to the requirement that the teacher or administrator hold or be entitled to hold a Colorado teaching or administrative license or letter of authorization issued in the manner prescribed by law. Upon failure of a teacher or administrator to meet this requirement, the contract shall be terminated automatically without further action by either the Board of Directors or the staff member. Individuals who are appointed to an administrative position that has been designated by the Centennial BOCES as not requiring a Colorado administrative license shall be exempt from this requirement. Such individuals shall still meet the Centennial BOCES requirements for professional growth.~~

~~Notwithstanding the specification of or specific reference to any law referred to in contracts, contracts shall be subject to and include all laws of the federal, state and local government and all Board policies in existence on the effective date of the contract.~~

~~All teachers and administrators are required to meet the requirements for professional growth. Teachers and administrators failing to meet these requirements shall not receive salary increases provided for in the salary schedule and this failure or shortcoming shall constitute a breach of contract.~~

~~Within the framework of state statutes, employees who do not comply with the requirements of the Board and state may not be granted salary increases or they may not be retained on the staff.~~

~~In accordance with the law, contracts shall become effective for the next year succeeding the term of the contract if notification to the contrary is not given by the Board or the staff member as required by law.~~

~~It is the Board's intent to review all compensation plans annually. Once adopted by the Board, these plans of compensation shall be displayed in the Board's policy manual.~~

LEGAL REFS.: \_\_\_\_\_ C.R.S. 22-32-110 (5)  
\_\_\_\_\_ C.R.S. 22-32-126  
\_\_\_\_\_ C.R.S. 22-61-102  
\_\_\_\_\_ C.R.S. 22-63-202  
\_\_\_\_\_ C.R.S. 22-66-101 et seq.

Reviewed: CASB 2005  
Adopted: April 20, 2000  
Centennial BOCES

**This regulation is recommended for deletion as it is not necessary.**  
**STAFF SALARY SCHEDULES**

**Teachers' Salary Schedule**

~~Salary Schedules for licensed staff shall be a mathematical average of the salary schedules of the surveyed districts.~~

~~**Increments:** To qualify for the annual increment, a teacher must be performing at an acceptable level as determined by the administration.~~

~~**Credit for Experience:** Experienced newly hired teachers may receive up to 15 years of allowable creditable experience.~~

~~**Educational Advancement on Schedule:** Eligibility for lateral movement on the schedule requires earned college credits in a major or related field. Teachers must notify the personnel office of their eligibility for increments on the lateral scale. The notification must be in writing (Request for Educational Advancement Form) and include official transcripts documenting college credit hours earned. Beginning in 1999, notification must be made on or before April 1 to be eligible for the educational advancement pay for the ensuing school year. Failure to serve notification by the deadline will result in the forfeiture of the increment for the school year.~~

**Support Staff Salary Schedule**

~~Salary schedules for support staff shall be a mathematical average of the surveyed districts and other agencies.~~

~~The schedule shall take into account the qualifications required, the responsibilities of the position and the number of years the employee has been in service with the agency.~~

~~Annual increments shall be dependent upon the employee's acceptable performance in the position.~~

**Administrative Staff Salary Schedule**

~~Salary schedules for administrative staff shall be a mathematical average of the surveyed districts and other agencies.~~

~~The schedule shall take into account the qualifications required, the responsibilities of the position and the number of years the employee has been in service with the agency.~~

~~Annual increments shall be dependent upon the employee's acceptable performance in the position, and the position in the salary range.~~

**Centennial BOCES Performance Pay Plan**

**Basic Assumptions:**

- ~~1. Job descriptions adequately represent the key requirements of each position.~~
- ~~2. Measurable goals and objectives are established early in the year which can motivate the employee to improve performance and become more valuable to the organization.~~
- ~~3. Supervisors are capable of evaluating employee performance fairly and consistently.~~
- ~~4. Performance appraisal forms contain a performance rating guide which can assist the supervisor in assessing performance on objectives and job requirements to provide a reasonably objective evaluation.~~



5. ~~Performance pay encourages employee performance by providing a monetary reward based on performance level.~~

#### Procedural Outline

1. ~~Maintain file of job descriptions for all positions covered by the plan. The job description should include the following:~~
  - ~~a. Basic Purpose and Objectives~~
  - ~~b. Qualifications for Position~~
  - ~~c. Job Duties~~
  - ~~d. Skills and Requirements~~
2. ~~Complete performance appraisal procedures according to schedule.~~
  - ~~a. Each employee, with supervisor review, completes performance objectives for the budget year by August 15.~~
  - ~~b. Supervisor completes a mid-year performance appraisal in December-January and reviews with employee.~~
  - ~~c. Supervisor completes year-end evaluation by June 1 and reviews with employee.~~
  - ~~d. Separate performance appraisal forms are used for clerical support staff and for professional and administrative staff.~~

#### Budget Management

1. ~~Establish salary schedule(s) for all positions and update every two years via a salary survey.~~
2. ~~A salary increase matrix is established and updated annually.~~
  - ~~a. The salary range for each position is divided into quartiles, represented by the horizontal axis.~~
  - ~~b. The performance level is a five-point scale represented by the vertical axis.~~
  - ~~c. The employee's position in the current salary range, as of the end of the current budget year, and the employee's performance level, established during the year-end appraisal process, will determine the salary increase for the coming budget year.~~
3. ~~Prepare annual budget to accommodate projected performance pay increments.~~
  - ~~a. For employees who are below the minimum salary for a position, Centennial BOCES will endeavor to bring the salary up to at least the minimum within two years.~~
  - ~~b. Employees who are at or above the maximum salary for a position will receive 50% of the earned increase in subsequent years, or until the salary range is adjusted upward.~~

#### **Performance Management Supplement for Implementation**

The supervisor, with employee input, will define objectives and areas of growth which will result in a better unit/organizational product.

1. ~~An objective may take the form of upgrading present skills, i.e., typing accuracy or acquisition of new skills, e.g. learning to operate new software.~~
  - ~~• The skill objective may involve technical skills such as computers and office equipment.~~
  - ~~• The skill objective may involve personal skills such as public speaking, conflict resolution, supervisory skills, etc.~~

2. ~~An objective may take the form of production goals. When creating production goals, care must be taken to assure that the organizational support base is adequate to meet the goal. Since most educational production involves several sources, these types of goals are difficult to define.~~

~~To the highest practical degree, state the objective in a measurable format.~~

1. ~~This is relatively easy when technical skills or production goals are involved.~~
2. ~~This is relatively difficult for non-technical skills such as public speaking, conflict resolution, supervisory skills, etc.~~
  - ~~Behavioral objectives may assist in assessment of non-technical skills.~~
  - ~~Enrollment in workshops, in services, etc. may assist as an indicator on non-technical skill attainment.~~

~~The supervisor and employee should discuss strategies the employee might use in meeting the objectives.~~

~~The supervisor and employee should discuss how the employee's attainment of objectives will be assessed.~~

1. ~~The assessment should be as objective as is practical.~~
2. ~~The assessment method should possess high inter-rater reliability, i.e. under similar conditions other raters would give a similar rating.~~

~~In order to ensure consistency and equity across units, the Executive Director will review with the Department Director, the objectives for the department's personnel.~~

~~At a specified rating period, the supervisor will review the employee's rating with the employee.~~

1. ~~There shall be communications between the supervisor and employee regarding progress throughout the year.~~

~~Reviewed: CASB 2005~~

~~Adopted: June 16, 1998~~

~~Centennial BOCES~~

**This exhibit is recommended for deletion as it is better suited as an HR updated document.**

**~~REQUEST FOR EDUCATIONAL ADVANCEMENT PAY ON THE SALARY SCHEDULE~~**

**TEACHER NAME:** \_\_\_\_\_

I certify that I have satisfactorily completed the following college/university course work and have attached documentation (grade reports/transcripts or other written evidence from the college or university) and am eligible for advancement on the salary schedule.

<b>Course No. &amp; Brief Description</b>	<b>Semester Hrs. Earned</b>	<b>College or University</b>	<b>Date Course Completed</b>

As a result of completing these courses, I am now eligible for the following lateral educational step on the salary schedule. Please check the appropriate lateral step:

<b>BA + 15</b>	<b>BA + 30</b>	<b>BA + 45</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>MA + 45</b>	<b>EDD</b>

**Please note:** The lateral educational steps are semester credit hours. Also, Board Policy requires that teachers must notify the personnel office of their eligibility for increments on the lateral scale. The notification must be submitted on this form and include official transcripts documenting college credit hours earned. Notification must be made on or before April 1 to be eligible for educational advancement pay for the ensuing school year. Failure to serve notification by the deadline will result in the forfeiture of the increment for the school year.

\_\_\_\_\_  
**Teacher Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

I have reviewed and approved the course work and this educational advancement salary request.

\_\_\_\_\_  
**Program Director Signature** \_\_\_\_\_ **Approval Date** \_\_\_\_\_

\_\_\_\_\_  
**Executive Director Signature** \_\_\_\_\_ **Effective Date of Increase** \_\_\_\_\_

Adopted: June 16, 1998  
 Centennial BOCES

**This policy is recommended for deletion as it included in policy GDBC.**  
**SUPPLEMENTARY PAY PLANS**

~~Under the provisions of the Fair Labor Standards Act, overtime and/or compensatory time at the rate of time and one half shall be earned by Centennial BOCES non-exempt employees required to work over forty (40) hours during the regular workweek.~~

~~All overtime work shall require the advance approval of the employee's immediate supervisor.~~

~~All hours worked shall be accurately recorded in the manner required by the Centennial BOCES.~~

~~LEGAL REFS.: ——— 29 U.S.C.A. Sec. 201 *et seq.* (Fair Labor Standards Act)~~

~~Reviewed: CASB 2005~~

~~Adopted: June 16, 1998~~

~~Centennial BOCES~~

## **PROFESSIONAL STAFF FRINGE BENEFITS**

Benefits in addition to basic salary are recognized by the Board as an integral part of the total compensation plan for staff members. The benefits extended to the professional staff shall be designed to promote their present and future economic security and provide incentive for professional development that will be of benefit to Centennial BOCES.

In accordance with applicable federal law, full-time professional staff members are eligible for the Centennial BOCES's health insurance plan. These employees also may participate in the Centennial BOCES's tax-sheltered annuity program and are also covered by the Centennial BOCES's group life insurance and long-term disability insurance plans.

Centennial BOCES employees shall participate in the Public Employee's Retirement Association in which both the employee and Centennial BOCES make monthly contributions.

### **Workers' Compensation**

All Centennial BOCES employees are covered under the Workers' Compensation Insurance Plan and shall be entitled to all the prescribed benefits.

~~The Centennial BOCES shall make available insurance, retirement, and other benefits to eligible personnel.~~

~~The Board of Directors, with the advice of the Executive Director, shall establish the rates of contributions to these programs. The Executive Director shall establish procedures to provide for the participation of staff members in these programs.~~

### **Definition of Fringe Benefits:**

1. ~~Health Insurance~~
2. ~~Dental Insurance~~
3. ~~Life Insurance~~
4. ~~PERA (Public Employees Retirement Association)~~
5. ~~Long Term Disability Insurance~~
6. ~~Leaves and Vacations~~

LEGAL REFS.: P.L. 111-148 Patient Protection and Affordable Care Act  
C.R.S. 8-40-101 et seq. through 8-47-101 et seq. Workers' Compensation Act  
of Colorado  
C.R.S. 22-32-110 (1)(j) board power to procure group life, health or accident  
insurance for employees  
C.R.S. 24-51-101 et seq. Public Employees' Retirement Association

CROSS REF.: GBGD, Workers' Compensation

### **Revised:**

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

**This policy is recommended for deletion as it is better suited as an HR updated document.**

**~~LONG TERM DISABILITY INSURANCE~~**

~~The Centennial BOCES may provide long term disability insurance for employees, or classifications of employees, who are not eligible for PERA disability insurance. The terms and conditions of such coverage shall be established by the Executive Director, subject to approval by the Board of Directors.~~

Revised: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

**This regulation is recommended for deletion as it is better suited as an HR updated document.**

**~~LONG TERM DISABILITY INSURANCE – REGULATIONS~~**

~~The long term disability plan shall be based upon a 90 day elimination period.~~

~~The long term disability plan shall provide a monthly benefit amount of 60% of gross salary with a maximum of \$6,000 per month.~~

~~Centennial BOCES employees will use their accrued sick leave during the elimination period.~~

~~The plan shall have a benefit duration that complies with the Age Discrimination Employee Act.~~

~~Reviewed: CASB 2005~~

~~Revised: February 12, 2004~~

~~Centennial BOCES \_\_\_\_\_~~

**This policy is recommended for deletion as it is not necessary.**  
**PROFESSIONAL LEAVE**

~~The Board of Directors may, but shall not be required to, grant professional leave with pay and with expenses reimbursed in accordance with the current Centennial BOCES policy/procedure on reimbursement of expenses to employees to permit their participation in meetings, conventions, and workshops designed to advance their professional competency in their Centennial BOCES assignment.~~

~~Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES~~



## **PROFESSIONAL STAFF VACATIONS LEAVE AND HOLIDAYS**

Employees on 12 month contracts shall receive vacation leave time in accordance with ~~the previous Schedule A~~ the applicable benefit Schedule (A,B,C), upon approval of the supervisor and executive director.

Vacation leave will be accrued on a monthly basis. Employees new to Centennial BOCES, or those resigning from Centennial BOCES who do not meet the 1.0 FTE requirement, shall receive a prorated amount of vacation time.

An employee may not accrue more time than can be accrued in an 18 month period. After the maximum accrual is reached, employees will forfeit the accrual each month until vacation is used.

~~Staff shall take at least five (5) consecutive days of vacation annually.~~

Upon termination of employment, other than for cause, an employee shall be paid a lump sum at his/her current daily rate for unused vacation, not to exceed 12 months' accumulation.

### **Holidays**

Paid holidays for professional staff are listed on the Board approved annual calendar.

#### **Revised:**

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

**This policy is recommended for deletion as it is included in policy GCE/GCF.**  
**RECRUITMENT OF ADMINISTRATIVE STAFF**

~~In the event of an administrative vacancy, the Executive Director may consider currently employed staff and all other persons who have properly indicated a desire to be considered.~~

~~The particular procedure to be followed in recruiting and selecting administrative staff shall be determined by the Executive Director to be appropriate for any given situation, subject to review by the Board of Directors.~~

~~Administrative staff shall be selected and employed based on consideration of qualifications, Centennial BOCES resources, and such other factors deemed by the Executive Director and the Board of Directors to be appropriate.~~

~~Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES~~

## **PROFESSIONAL STAFF RECRUITING/HIRING**

### **Recruiting**

The Board desires the executive director to develop and maintain a recruitment program designed to attract and hold the best possible personnel in Centennial BOCES's schools/programs.

It is the responsibility of the executive director, with the assistance of other administrators, to determine the personnel needs of Centennial BOCES in general ~~and of each individual school~~, and to locate suitable candidates to recommend to the Board for employment. The search for good teachers and other professional personnel shall extend to a wide variety of educational institutions and geographical areas. It shall take into consideration the diverse characteristics of Centennial BOCES and the need for staff members of various backgrounds.

Recruitment procedures shall not overlook the talents and potential of individuals already employed in Centennial BOCES. Any present employee of Centennial BOCES may apply for a position for which he or she is licensed, qualified, and meets other stated requirements.

### **Background Checks**

Prior to hiring any person, in accordance with state law, Centennial BOCES shall conduct background checks with the Colorado Department of Education and previous employers regarding the applicant's fitness for employment.

### **Hiring**

There shall be no discrimination in the hiring process on the basis of race, color, creed, sex, sexual orientation, genetic information, religion, national ~~background~~ origin, ancestry, age, marital status, or disability ~~or handicap~~.

In all cases where credit reports are used in the hiring process, Centennial BOCES shall comply with the Fair Credit Reporting Act.

All candidates shall be considered on the basis of their merits, qualifications, and the needs of Centennial BOCES. The Board directs that recruitment procedures will give preference to candidates who meet the NCLB definition of highly qualified, provided the individual is judged to be the best candidate.

All interviewing and selection procedures shall ensure that the administrator directly responsible for the work of a staff member has an opportunity to aid in the selection. However, the final selection for recommendation to the Centennial BOCES Board shall be made only by the executive director.

### **Appointment of Candidates**

Recommendations shall be made at regular meetings of the Board. The vote of a majority of the Board shall be necessary to approve the appointment of teachers or any professional staff member, ~~administrators, or any other employee of the Centennial BOCES~~. If there is a negative vote by the Board, the executive director shall submit a new recommendation to the Board for approval.

Upon the hiring of any employee, information required by federal and state child support laws will be timely forwarded by Centennial BOCES to the appropriate state agency.

LEGAL REFS.: 15 U.S.C. 1681 et seq. Fair Credit Reporting Act  
20 U.S.C. 6319 teacher requirements under No Child Left Behind Act of 2001  
42 U.S.C. 653 (a) Personal Responsibility and Work Opportunity Reconciliation Act  
34 C.F.R. 200.55 federal regulations regarding highly qualified teachers  
C.R.S. 8-2-126 limits employers' use of consumer credit information  
C.R.S. 14-14-111.5 Child Support Enforcement procedures  
C.R.S. 22-2-119 inquiries prior to hiring  
C.R.S. 22-32-109 (1)(f) Board duty to employ personnel  
C.R.S. 22-32-109.7 inquiries prior to hiring  
~~C.R.S. 22-32-126~~  
C.R.S. 22-60.5-114 (3) State Board can waive some requirements for provisional license applicants upon request of BOCES  
C.R.S. 22-60.5-201 type of teacher licenses issued  
C.R.S. 22-61-101 prohibiting discrimination  
~~C.R.S. 22-61-203~~  
~~C.R.S. 22-63-201~~  
~~C.R.S. 22-63-202~~  
C.R.S. 24-34-402 (1) discriminatory and unfair employment practices  
C.R.S. 24-72-202 (4.5) definition of personnel file in open records law

CROSS REF.: GBA, Open Hiring/Equal Employment Opportunity

Revised:

Revised: February 16, 2006  
Centennial BOCES

**This regulation is recommended for deletion as it is better suited as an HR updated document. PROFESSIONAL STAFF RECRUITING/HIRING**

~~Applications of all regular licensed personnel to be employed by the Centennial BOCES will be processed according to this procedure. Short term, temporary, or interim appointments may be made directly by the Executive Director, subject to the approval of the Board of Directors, without following the advertising procedure.~~

**~~1. Vacancies~~**

~~— All regular vacancies will be advertised by each department or personnel office.~~

**~~2. Applications~~**

~~— All applications will be submitted to the program director or the personnel office.~~

~~— Current employees may apply for supplemental pay positions by submitting a letter outlining their qualifications for the position they are seeking.~~

~~— All applicants will obtain and complete an application form.~~

**~~3. Initial Screening and Interview~~**

~~The personnel office and/or program director will screen applications and determine which applicants will be interviewed. The objectives of the screening and interview process are to:~~

- ~~a. Determine if the applicant meets the requirements of the No Child Left Behind Act of 2001 (NCLB) for designation as a highly qualified teacher.~~
- ~~b. Determine the suitability of the applicant for the specific position.~~
- ~~c. Determine those applicants who are most qualified for the position and eligible for an interview.~~
- ~~d. Discuss with the applicants any CBOCES policies and procedures pertinent to the job and to the employment process.~~

**~~4. Background Checks~~**

~~— Prior to hiring, the program director or the personnel office will:~~

- ~~a. Check with the Colorado Department of Education to determine if there is any information on record indicating the applicant has been convicted of a felony or misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children. The department's records will indicate if the applicant has been convicted of, pled *nolo contendere* to, received a deferred sentence, or deferred prosecution, or had his or her license annulled, suspended, or revoked for such crimes. The department also will provide any available information to indicate whether the applicant has been dismissed by or resigned from a school district as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior which was supported by a preponderance of evidence according to information provided to the department by a school district and confirmed by the department in accordance with state law. Information of this type that is learned from a different source shall be reported by the district to the department. The department will not disclose any information reported by a school district unless and until the department confirms that the allegation~~

~~resulted in the person's name being placed on the state central registry of child protection.~~

- ~~b. Contact previous employers of the applicant to obtain information or recommendations relevant to the applicant's fitness for employment.~~

**5. ~~Fingerprinting Non-licensed Administrators~~**

- ~~a. All non-licensed applicants selected for employment in an administrative position must submit a complete set of fingerprints taken by a qualified law enforcement agency and a notarized, completed form (described in b. below) as required by state law.~~
- ~~b. On the form, the applicant must certify either that he or she has never been convicted of a felony or misdemeanor charge, not including any misdemeanor traffic offense, or that he or she has been convicted of a felony or misdemeanor charge (not including any misdemeanor traffic offense). The form must specify the felony or misdemeanor, the date of conviction and the court entering judgment.~~
- ~~c. The Centennial BOCES will release the fingerprints to the Colorado Bureau of Investigation for the purpose of conducting a state and national fingerprint based criminal history record check utilizing the records of the Colorado Bureau of Investigation and the Federal Bureau of Investigation.~~
- ~~d. Although an applicant may be conditionally employed prior to receiving the results, he or she may have employment terminated if the results are inconsistent with the information provided on the form. The Centennial BOCES will notify the Centennial BOCES attorney of such inconsistent results for action or possible prosecution.~~

**6. ~~Placement Interview~~**

- ~~a. Determine whether the applicant can handle the specific assignment.~~
- ~~b. Determine the best applicant for the position, giving due consideration to the district's affirmative action plan.~~
- ~~c. Discuss with the candidate any building or departmental regulations pertinent to the job.~~

**7. ~~Selection~~**

~~In the selection of professional staff and teachers, the department director will interview the qualified applicants, and the decision regarding selection will be made by the department director and recommended to the Executive Director.~~

**8. ~~Contract or Job Offer~~**

~~Only the department director, with the approval of the Executive Director, is authorized to offer new or supplemental pay contracts and/or jobs to current employees or applicants.~~

**9. ~~Information Report to State~~**

~~In accordance with federal and state law, the personnel office will report the name, address, and social security number of every new employee to Child Support Enforcement, 1375 Sherman Street, Denver, Colorado 80203.~~

~~This report, due within 20 days of the date of the hire, or on the first payroll after the 20 days have expired, shall be submitted even if the employee quits or employment is terminated before the report is due. Upon termination, the employee's last known~~

~~address and the fact of the termination shall be reported to the applicable court or agency.~~

~~Upon receiving a Notice of Wage assignment, the Centennial BOCES shall remit the designated payment within seven days of withholding the income according to instructions contained in the Notice. Child support withholding takes priority over other legal actions against the same wages.~~

~~Reviewed: CASB 2005~~

~~Revised: February 12, 2004~~

~~Centennial BOCES~~

**This regulation is recommended for deletion as it is better suited as an HR updated document.**

**GUIDELINES FOR BACKGROUND CHECKS**

**Definitions**

~~“Applicant” shall mean an individual whom the Centennial BOCES has decided it will or may hire, subject to the completion of background checks and other actions required by these guidelines. Submitting an application for employment will not by itself make an individual an “Applicant” within the meaning of the term as it is used in these guidelines.~~

~~“Licensed employee” shall mean all individuals holding a teacher’s certificate or letter of authorization as defined in section 22-60-101 et seq., C.R.S., including without limitation, teachers, administrators, part time teachers, and substitute teachers. It shall not include substitute teachers with emergency certification.~~

~~“Classified employee” shall mean all individuals employed by the Centennial BOCES in any capacity who are not licensed personnel, including part time and substitute employees.~~

~~“Crime” shall mean any felony or misdemeanor for which an individual has been convicted, except a misdemeanor traffic offense or traffic infraction.~~

~~“Law enforcement agency” shall mean the local municipal police department, or the local sheriff’s department, or such other law enforcement agency as shall be approved in writing by the Centennial BOCES.~~

**Background Checks**

~~Prior to employing any classified or licensed employee, the Centennial BOCES shall perform all background checks required by law, including, without limiting the requirements of law, the following:~~

- ~~1. The Centennial BOCES shall contact the Colorado Department of Education to determine what information, if any, the department has on file about the applicant pursuant to the provisions of section 22-2-119, C.R.S.~~
- ~~2. The Centennial BOCES shall contact previous employers of an applicant for the purpose of obtaining information and recommendations which may be relevant to the applicant’s fitness to be employed by the Centennial BOCES.~~
- ~~3. All applicants for a position of classified employee shall complete and submit to the Centennial BOCES Exhibit A, as may be updated from time to time by the Department of Education, to these guidelines prior to being employed by the Centennial BOCES, and shall cause all applicants’ fingerprints to be taken by a law enforcement agency and submitted to the Centennial BOCES prior to the date the successful applicant is employed by the Centennial BOCES. If fingerprints have been submitted by the applicant to any school district or Centennial BOCES in the previous two (2) years, the applicant need not resubmit his or her fingerprints. The Centennial BOCES shall not accept any fingerprints which have not been mailed or delivered to the Centennial BOCES directly from the law enforcement agency. An applicant may not personally deliver the prints. The Centennial BOCES shall arrange for the fingerprints to be analyzed by the CBI. The Centennial BOCES shall notify the district attorney if the~~



~~fingerprint check reveals any crimes which were not listed in the applicant's disclosure statement.~~

- a. ~~If the Centennial BOCES has good cause to believe any classified or licensed employee in the Centennial BOCES, employed on or after January 1, 1991, has been convicted of a crime of which the Centennial BOCES has not previously been notified, as conviction is defined in Exhibit A, the Centennial BOCES shall investigate the matter by inquiring about it from the employee, and may, at the Centennial BOCES sole discretion, require the employee to complete Exhibit A and to submit a set of fingerprints from a law enforcement agency. The employee must cause the fingerprints to be submitted to the Centennial BOCES not later than twenty (20) days following receipt by the employee of written notification from the Centennial BOCES requesting the prints. The Centennial BOCES shall not accept any fingerprints which have not been mailed or delivered to the Centennial BOCES directly from the law enforcement agency. The employee may not personally deliver the prints. The Centennial BOCES shall arrange for the fingerprints to be analyzed by the CBI. The Centennial BOCES may also send prints already on file to the CBI for analysis.~~

### **Personnel Files**

~~If a classified or licensed employee has his/her employment terminated because he/she has been convicted of, pled *nolo contendere* to, or received a deferred sentence for a crime of sexual misconduct or a crime against children, or if a classified or licensed employee resigns because of allegations of these crimes, and the allegations are supported by credible evidence, then the Centennial BOCES shall take the following steps:~~

1. ~~The Centennial BOCES shall report the allegations to the Colorado Department of Education, and shall cooperate with the department's investigation of the matter, including providing any information requested by the department concerning the circumstances of the dismissal or resignation. The Centennial BOCES shall notify the employee that such information is being forwarded unless it is prohibited by law from doing so.~~
2. ~~The Centennial BOCES shall maintain a separate file containing all documents in the Centennial BOCES possession pertaining to the allegations. The file shall be kept absolutely confidential, and only the employee or person authorized by the Executive Director, or by law, shall have access to the file.~~
3. ~~Prior to the time the employee resigns or is dismissed, the Executive Director or his/her designee shall prepare a written statement setting forth the allegations, describing the credible evidence that supports the allegations and, as soon as known, the change in the employee's employment status as a result of the allegations. The written statement shall not include any personal opinions or other speculation about the allegations or evidence.~~

~~Before the employee leaves his/her employment with the Centennial BOCES, the employee shall be given a written copy of the statement described in the preceding paragraph and shall be given an opportunity to verbally respond to the information contained in the statement.~~

~~Before the employee leaves his/her employment with the Centennial BOCES, the employee shall be given a copy of the written statement described in Paragraph 3 above, and shall be notified in writing that this statement will be read in response to any inquiries from other school districts~~

~~or BOCES about his/her employment history pursuant to the provisions of section 22-32-109.7, C.R.S. The employee shall also be notified in writing that he/she has a right to a hearing on the truth or falsity of the information contained in the written statement and shall be notified of the procedure applicable to that hearing.~~

~~Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES~~

**This policy is recommended for deletion as it is not necessary.**  
**EMPLOYMENT OF PERSONNEL**

~~The employment of each licensed employee of the Centennial BOCES shall be approved or ratified by the Board of Directors. When necessary, the Executive Director may make temporary assignments of licensed employees; however, such assignment shall be contingent upon approval by the Board of Directors no later than its next regularly scheduled meeting.~~

Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES

**This policy is recommended for deletion as it is not necessary.**  
**STAFF ORIENTATION**

~~All new support staff shall familiarize themselves with general and specific responsibilities.  
Participation in orientation program(s) will be mandatory.~~

~~All staff shall be required to attend periodic inservice training sessions.~~

~~Reviewed: CASB 2005~~

~~Adopted: June 16, 1998~~

~~Centennial BOCES~~

**This policy is recommended for deletion.**  
**MENTOR TEACHERS/ADMINISTRATORS**

~~The executive director, building principal, special education director and other appropriate program directors shall develop guidelines for selecting mentors to work with initial licensees in the district's induction program. Educators selected as mentors should be those who model outstanding skills and school leadership as teachers, principals or administrators, as appropriate, and who have demonstrated exemplary skills under the Centennial BOCES performance standards.~~

~~Principals and program directors should encourage effective, experienced educators to take advantage of the mentoring program as a staff development opportunity. Those who are selected as mentors should work well with adults, be sensitive to the viewpoint of others and demonstrate interpersonal and public relations skills.~~

~~To the extent possible, the guidelines for the assignment of mentors shall provide that the mentor is closely matched to the inductee in terms of academic preparation and assignment and be located, when possible, in close proximity to the inductee.~~

~~The mentor shall be responsible for long term orientation of the mentee as the individual prepares for professional licensure. The mentor shall maintain a log of contact time and activities completed by the mentor and mentee as part of the induction plan.~~

~~The assistance provided through a mentor shall not be part of the CBOCES formal evaluation system.~~

~~Mentors shall be compensated for their assistance in accordance with CBOCES policy or, if the mentor is from another district or BOCES, at the rate agreed upon between the district and/or BOCES.~~

**Principals/Administrators**

~~Mentors for principals and other administrators may be selected from a variety of sources including CBOCES or member school district personnel, personnel from other districts and retired administrators.~~

~~Mentors selected for principals and administrators with initial licenses shall be:~~

- ~~• Experienced administrators or principals~~
- ~~• Perceived by colleagues as effective~~
- ~~• Selected to match the experience of the inductee~~

**Mentors must:**

- ~~• Have demonstrated effective communication skills including problem solving and written communication~~
- ~~• Have demonstrated skills in questioning and giving feedback~~
- ~~• Be committed to ongoing professional growth~~

~~LEGAL REF.: C.R.S. 22-60.5-102(12-15)~~

~~CROSS REF.: GCHC, Professional Staff Induction Program~~

~~Adopted: February 16, 2006~~

~~Centennial BOCES~~

**This policy is recommended for deletion as it is not necessary.**  
**PROFESSIONAL STAFF INDUCTION PROGRAM**

~~The Centennial BOCES shall join with school districts which belong to the CBOCES to offer an induction program for the continuing professional development of teachers, special service providers, principals and administrators with initial licenses just entering the profession and new to the CBOCES.~~

~~The purpose of the induction program under the educator law shall be to promote purposeful learning by inductees rather than learning about the CBOCES and teaching through trial and error. The goal of the CBOCES program is to enhance the job satisfaction of its educators by providing a collegial atmosphere for teaching and learning.~~

~~The induction program shall provide for supervision by mentors and ongoing professional development and training, including ethics and performance evaluations in accordance with the CBOCES performance evaluation system.~~

~~The CBOCES induction program shall include four major components:~~

- ~~•—Orientation of newcomers to new professional roles~~
- ~~•—Socialization and transition problems normally faced by newcomers to organizations~~
- ~~•—Technical skill refinement and development including ethics~~
- ~~•—Performance assessment~~

~~Through the induction program, inductees shall be provided information about CBOCES Board policies and regulations, content standards, and educator roles and responsibilities.~~

~~A mentor shall be selected for each inductee to model the professionalism of the teaching staff employed by the CBOCES.~~

~~It is recognized that the content and experience needed by an inductee will vary, based on each individual's previous experiences prior to receiving an initial license.~~

~~The CBOCES shall establish criteria to evaluate an inductee who has successfully completed the program. Among the important criteria shall be completion of activities listed in the inductee's professional growth plan, evidence in the inductee's portfolio of meeting or exceeding the professional educator standards, satisfactory summative evaluation by the supervisor and recommendations by the mentor and supervisor.~~

~~The program director/principal shall make a recommendation to the CBOCES executive director regarding the completion of the induction program. The executive director shall be responsible for recommending the inductee to the state for a professional license.~~

~~Nothing in this policy or in the induction program itself shall be construed to imply in any manner the establishment of any property rights or expectancy or entitlement to continued employment. A favorable recommendation that an inductee receive a professional teaching license at the conclusion of the induction program is a decision separate and distinct from any decision about continued employment in the CBOCES. All employment decisions remain within the sole and continuing discretion of the CBOCES Board of Directors.~~

~~CBOCES personnel shall establish a process to evaluate the CBOCES induction program so that it fits within the comprehensive CBOCES wide professional growth plan for CBOCES personnel.~~

LEGAL REFS.: ~~C.R.S. 22 60.5 102(7)~~  
~~C.R.S. 22 60.5 114(2)~~  
~~C.R.S. 22 60.5 201(1)(c)(I)(B)~~  
~~C.R.S. 22 60.5 204(teachers)~~  
~~C.R.S. 22 60.5 210(1)(b)(I)(B)~~  
~~C.R.S. 22 60.5 213(special services providers)~~  
~~C.R.S. 22 60.5 301(1)(b)(I)(C)~~  
~~C.R.S. 22 60.5 304(principals)~~  
~~C.R.S. 22 60.5 306(1)(b)(I)(C)~~  
~~C.R.S. 22 60.5 309(administrators)~~

Adopted: February 12, 2006  
Centennial BOCES



**This policy is recommended for deletion as it is not necessary.**

**ASSIGNMENT OF PERSONNEL**

~~The Executive Director is authorized to assign all employees to their duties in the Centennial BOCES subject to review by the Board of Directors.~~

~~Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES~~

## **EVALUATION OF LICENSED/CERTIFIED STAFF PERSONNEL**

This policy and accompanying regulation shall be considered part of the Centennial BOCES's licensed personnel performance evaluation system. The Centennial BOCES's licensed personnel evaluation system shall be developed and implemented in accordance with state law. The Board shall consult with administrators, teachers, parents and the advisory Centennial BOCES licensed personnel performance evaluation council in developing and evaluating the Centennial BOCES's evaluation system.

~~The Board of Directors recognizes that the teaching process is extremely complex and that appraisal of the process is a difficult function. It also recognizes that sound appraisal of teaching performance is critical in achieving the educational objectives of the Centennial BOCES.~~

~~The Board expects its supervisory and administrative staffs to exert every effort to help and encourage staff members to develop their teaching abilities to an optimum degree.~~

In keeping with state law and Board policy, the performance The purposes of the Centennial BOCES's licensed personnel performance evaluation system shall be to serve as a basis for the improvement of instruction, enhance the implementation of curricular programs, and measure the professional growth and development and of the level of effectiveness of performance of licensed instructional personnel. The Centennial BOCES's licensed personnel performance evaluation system also shall serve as the measurement of satisfactory performance and documentation for dismissal for unsatisfactory performance pursuant to state law, if applicable. For purposes of this policy and the Centennial BOCES's licensed personnel performance evaluation system, "unsatisfactory performance" shall be defined as a performance rating of "ineffective."

~~The Board shall appoint a "Personnel Performance Evaluation Council" to provide input to the executive director and the Board in developing or amending the performance evaluation system. The membership of the Council shall include one teacher, one administrator, and one principal representative selected from among the school districts that are members of the CBOCES, two licensed employees of the CBOCES, one resident who is a parent of a child attending school within a member district, and one member district resident who is not a parent with a child enrolled in a member district.~~

~~The basic requirements of the evaluation system shall be:~~

- ~~1. All licensed instructional personnel, including full time and part time teachers, shall be regularly evaluated by administrators/supervisors who have an administrative certificate or principal or administrator license and education and training in evaluation skills, which will enable them to make fair, professional and credible evaluations of the personnel whom they are responsible for evaluating.~~
- ~~2. Evaluations shall be conducted in a fair and professional manner and shall be based on written criteria which pertain to good teaching and the staff member's particular position.~~
- ~~3. Standards for satisfactory performance of licensed instructional personnel and criteria which can be used to determine whether performance meets such standards shall be developed. One of the standards for measuring teacher performance shall be directly related to classroom instruction and shall include multiple measures of student performance.~~

- ~~4. All evaluation standards and criteria shall be given in writing to all licensed personnel and shall be communicated and discussed by the person being evaluated and the evaluator prior to and during the course of the evaluation.~~
- ~~5. The system shall identify the various methods which will be used for information collection during the evaluation process such as direct and informal observation and peer, parent, or student input obtained from standardized surveys. All data on which an evaluation judgement is based will be documented to the extent possible and available for the teacher's review.~~
- ~~6. The evaluation system shall specify the frequency and duration of the evaluation process which shall be on a regular basis to ensure the collection of a sufficient amount of data from which reliable conclusions and findings may be drawn. Teachers who have not completed three full years of teaching with the CBOCES shall receive at least two documented observations and one evaluation that results in a written report every year for the first three years. Teachers who have completed three or more years of teaching with the CBOCES shall receive at least one documented observation and at least one evaluation that results in a written report every three years.~~
- ~~7. All written evaluation reports shall be specific as to performance strengths and weaknesses, specifically identify when a direct observation was made, identify data sources, and contain a written improvement plan. The written improvement plan shall be specific as to what improvements, if any, are needed in performance.~~

~~The staff member concerned shall have an opportunity to review the document with the supervisor who makes the evaluation, and both shall sign it. The evaluation document shall be reviewed by a supervisor of the evaluator whose signature also shall appear on it.~~

~~If the evaluatee disagrees with any of the conclusions or recommendations made in the evaluation report, he or she may attach any written explanation or other relevant documentation.~~

- ~~8. The system shall contain a process to be followed when a teacher's performance is deemed unsatisfactory. In accordance with state law, this process shall provide for a notice of deficiencies, an improvement plan and an opportunity to correct the deficiencies.~~

Centennial BOCES shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel. No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate the evaluation. No minor deviation in the evaluation procedures shall invalidate the process or the evaluation report.

Licensed personnel, unless otherwise designated by contract, shall be considered "at will" employees who serve at the pleasure of the Board and shall have only those employment rights expressly established by Board policy. Nothing in this policy shall be construed to imply in any manner the establishment of any property rights or expectancy or entitlement to continued employment, as the Teacher Employment, Compensation and Dismissal Act of 1990, C.R.S. 22-63-01, ~~does not apply to Boards of Cooperative Educational Services, not explicitly established by statute Board policy or contract.~~ Neither shall this policy and/or the evaluation system be deemed or construed to establish any conditions prerequisite relative to ~~renewal of contracts,~~ transfer, assignment, dismissal or other employment decisions relating to Centennial BOCES

personnel. Centennial BOCES reserves the right to discipline or terminate a licensed staff member without regard to the outcome of any past or pending evaluation.

Unless an evaluator acts in bad faith or maliciously with respect to the application of a procedure associated with the evaluation process, any misapplication of a procedure, failure to apply a procedure or adhere to a prescribed timeline shall not be an impediment to nor prevent the Board from modifying an employee's contract status, employment status or assignment under the terms of the employment contract and state law. The content of the evaluation, the ratings given and any improvement plan shall not be grievable under the Centennial CBOCES's formal grievance process.

~~The Board specifically delegates to the executive director the authority to terminate the employment of licensed staff members, including teachers and administrators. A licensed employee whose employment has been terminated by the executive director shall have the right to request a hearing before the CBOCES Board or an agent of the CBOCES Board.~~

All employment decisions remain within the sole and continuing discretion of the Board, subject only to the conditions and limitations prescribed by Colorado law.

LEGAL REF.: C.R.S. 22-9-101 et seq. Licensed Personnel Performance Evaluation Act  
1 CCR 301-87 State Board of Education rules for administration of a system to evaluate the effectiveness of licensed personnel

CROSS REFS.: BDFA\*, BOCES Licensed Personnel Performance Evaluation Council  
GCOE\*, Evaluation of Evaluators  
GCQF, Discipline, Suspension and Dismissal of Professional Staff

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

## **EVALUATION OF LICENSED PERSONNEL**

The procedures necessary to administer and implement the policy accompanying this regulation and the Centennial BOCES's licensed personnel evaluation system are as follows:

### **Basic Requirements**

1. All licensed personnel, except those employed for six weeks or less, shall be evaluated by an administrator/supervisor who has a principal or administrator license issued by the Colorado Department of Education and/or such administrator's/supervisor's designee, who has received education and training in evaluation skills approved by the Colorado Department of Education that will enable the evaluator to make fair, professional and credible evaluations of the licensed personnel whom the evaluator is responsible for evaluating.
2. The standards for effective performance of licensed personnel and the criteria to be used in determining whether performance meets these standards shall be available in writing to all licensed personnel. Such standards and criteria shall be communicated and discussed by the person being evaluated and the evaluator prior to and during the course of the evaluation.
3. The system shall identify the various methods of evaluation, which shall include but not be limited to direct observations and a process of systematic data-gathering.

### **Information Collection**

The evaluator shall directly observe the licensed staff member and gather other data in accordance with the Centennial BOCES's evaluation system and state law. No evaluation information shall be gathered by electronic devices without the consent of the licensed staff member. Peer, parent or student input may be obtained from standardized surveys as part of a teacher's evaluation. Each principal's evaluation shall include input from teachers employed at the school and may include input from the students enrolled at the school and their parents.

### **Frequency and Duration**

Teachers shall receive the written evaluation report at least two weeks before the last class day of the school year.

Principals shall receive one evaluation that results in a written report each academic year. Administrators in their first year of service in Centennial BOCES will be evaluated once during the initial year. All other administrators will be evaluated at least once every three years. Each evaluation will result in a written report.

Specialized service professionals shall receive one evaluation that results in a written report each academic year. For purposes of this regulation, the term "specialized service professionals" (SSPs) shall be as defined by applicable rules of the State Board of Education.

Variations will be permitted in this evaluation schedule, whether requested by the evaluator or licensed staff member, when the staff member is notified by the evaluator that an additional evaluation report is necessary for reasons consistent with one or more purposes of the evaluation system.

Minor adjustments and variations in the evaluation process will be allowed in order to ensure that the evaluation process is thorough and that sufficient data is collected in accordance with the Centennial BOCES's evaluation system.

Informal evaluations and observations may be made whenever deemed appropriate by Centennial BOCES.

### **Documentation**

The evaluator will prepare a written evaluation report at the conclusion of the evaluation process which will include the following:

1. An improvement plan which is specific as to what improvements, if any, are needed in the licensed staff member's performance and which clearly sets forth recommendations for improvements. If the person evaluated is a teacher or a principal, the plan shall include recommendations for additional education and training during the teacher's or principal's license renewal process.
2. Specific information about the strengths and weaknesses in the licensed staff member's performance.
3. Documentation identifying when a direct observation was made.
4. Identification of data sources.

The evaluation report will be discussed with the licensed staff member evaluated. Both the evaluator and the licensed staff member will sign the report, and each will receive a copy. The signature of any person on the report will not be construed to indicate agreement with the information contained therein. If the staff member disagrees with any of the conclusions or recommendations made in the evaluation report, he or she may attach any written explanation or other relevant documentation.

Each report will be reviewed and signed by a supervisor of the evaluator.

### **Ineffective Performance**

A licensed staff member whose performance is deemed to be ineffective shall receive:

1. Written notice that his or her performance evaluation shows a rating of ineffective;
2. A copy of the documentation relied upon in measuring the staff member's performance;  
and
3. Identification of deficiencies.

### **Appeal**

The conclusions of the evaluator will not be subject to further review except as otherwise provided in these procedures.

The licensed staff member evaluated may appeal the application of the evaluation procedures by submitting a request for review to the supervisor of the evaluator to determine if the procedures were followed during the evaluation.

Adopted:  
Centennial BOCES

## **EVALUATION OF EVALUATORS**

Provision shall be made for periodic evaluation of evaluators of licensed staff to ensure that the process is being carried out in a fair, professional and credible manner.

All persons who evaluate licensed personnel shall possess a principal or administrator license issued by the Colorado Department of Education. Issuance or renewal of license requires that the applicant has received education and training in evaluation skills approved by the Colorado Department of Education.

A licensed principal or administrator may designate an individual to perform evaluations of licensed personnel, provided such designee shall have received education and training in evaluation skills approved by the Colorado Department of Education.

To ensure that evaluators comply with state law and the Centennial BOCES's evaluation system, evaluation instruments for all licensed personnel evaluators shall include a section dealing with their evaluation skills and responsibilities. The executive director or other supervisor of the evaluator shall review and sign each evaluation report prepared and when necessary shall discuss procedure and form with the evaluator.

As part of its ongoing review, the Centennial BOCES licensed personnel performance evaluation council shall seek evidence that evaluators are implementing the process in a fair, professional and credible manner and shall report its findings and recommendations to the Board.

LEGAL REF.: C.R.S. 22-9-101 et seq. Licensed Personnel Performance Evaluation Act

CROSS REF.: BDFA\*, BOCES Licensed Personnel Performance Evaluation Council

Adopted:  
Centennial BOCES

**This policy is recommended for deletion as it is not necessary.**  
**ASSIGNMENT**

~~Assignment and reassignment of administrative personnel shall remain in the continuing discretion of the executive director subject to Board of Director review and approval.~~

~~Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES~~



**This policy is recommended for deletion as it is not necessary.**  
**REDUCTION IN FORCE**

~~This section shall apply only to the cancellation of an employment contract for a specified term where such contract must be canceled prior to its expiration. This section does not apply to termination of at-will employees, nonrenewal of employment, or any other personnel action.~~

~~Cancellation of an employment contract pursuant to this section may be accomplished when necessitated by a "fiscal exigency" or a "program change."~~

~~No employment contract shall be canceled pursuant to this section without a prior hearing before the executive director, the Board of Directors, or a designee, or either.~~

~~A "fiscal exigency" means any significant decline in the ability of the Centennial BOCES to fund the operations of the CBOCES as a result of decline in enrollment, restrictions on revenues, increased costs or any other action, event, or condition, that may cause the CBOCES current or projected general fund budgets to be insufficient to meet all projected needs of the CBOCES.~~

~~A "program change" means any elimination, curtailment, or reorganization of curriculum, programs, schools, classes, or assignments. A program change may or may not be related to a fiscal exigency.~~

~~Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES~~

## **RESIGNATION OF INSTRUCTIONAL STAFF/ADMINISTRATIVE PROFESSIONAL STAFF**

A professional staff member is encouraged to give at least 30 days written notice to Centennial BOCES prior to resigning employment.

Centennial BOCES shall comply with the reporting requirements concerning allegations of unlawful behavior involving a child and other offenses, in accordance with state law and the regulation accompanying this policy.

~~In accordance with state statutes, a teacher or licensed administrator may cancel a contract prior to the beginning of an academic year by giving written notice 30 days prior to the beginning of the academic year and during an academic year by giving at least 30 days written notice, or at any time upon the Centennial BOCES' acceptance of the staff member's resignation. The executive director is authorized to immediately accept the resignation of a staff member and to initiate the procedures to find a qualified replacement. Such resignation will be reported to the Board of Directors at its next regularly scheduled meeting; however the resignation will be effective upon its written acceptance of the offer by the executive director.~~

~~A teacher or licensed administrator who fails to honor a contract, except in accordance with state statutes, shall be held responsible for the ordinary and necessary expenses incurred in securing a replacement, not to exceed 1/12 of his/her annual salary. In addition, the teacher's or administrator's license may be suspended.~~

~~A teacher or licensed administrator who resigns during the term of his/her contract shall be paid the prorated amount of his/her annual salary for each day he has been on duty.~~

### **Mandatory reporting requirements**

~~If an employee resigns as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior, which is supported by a preponderance of evidence, the executive director is delegated the responsibility for immediately notifying the Colorado Department of Education (CDE) and for providing any information requested by CDE concerning the circumstances of the resignation. CBOCES also shall notify the employee that information concerning his/her resignation is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.~~

~~The executive director shall notify CDE whenever a licensed employee resigns for any of the following reasons:~~

- ~~1. — The employee has been determined by a court to be mentally incompetent.~~
- ~~2. — The individual is convicted, pleads *nolo contendere* or receives a deferred sentence or a deferred prosecution for sexual offenses against a child as specifically set forth in the state board rules.~~
- ~~3. — The individual pleads guilty or *nolo contendere* or is found guilty of a felony which renders the person unfit to be a licensed professional including but not limited to drug possession, felonies involving the use of firearms or deadly weapons, theft or fraud, child exploitation or pornography.~~

4. ~~When the county department of social services of the local law enforcement agency reasonably believes that an incident of child abuse or neglect has occurred and the CBOCES employee is the suspected perpetrator and was acting in his official capacity as an employee of the district.~~
5. ~~When the Board reasonably believes that an employee is guilty of unethical behavior or professional incompetence.~~

LEGAL REFS.:       C.R.S. 19-3-301 et seq. (Child Protection Act of 1987)  
                          ~~C.R.S. 22-32-109.7~~  
                          ~~C.R.S. 22-63-202~~  
                          1 CCR 301-37, Rules ~~2202~~ 2260.5-R-15.005 et seq. mandatory reporting  
                          requirements

Revised:

Reviewed: CASB 2005

Adopted: April 20, 2000

Centennial BOCES

**RESIGNATION OF INSTRUCTIONAL STAFF/ADMINISTRATIVE PROFESSIONAL STAFF**  
**(Mandatory Reporting Requirement)**

The following procedures apply to the reporting of allegations against or offenses committed by licensed personnel who resign from Centennial BOCES.

~~In accordance with state statutes, a teacher or licensed administrator may cancel a contract prior to the beginning of an academic year by giving written notice 30 days prior to the beginning of the academic year and during an academic year by giving at least 30 days written notice, or at any time upon the Centennial BOCES' acceptance of the staff member's resignation. The executive director is authorized to immediately accept the resignation of a staff member and to initiate the procedures to find a qualified replacement. Such resignation will be reported to the Board of Directors at its next regularly scheduled meeting; however the resignation will be effective upon its written acceptance of the offer by the executive director.~~

~~A teacher or licensed administrator who fails to honor a contract, except in accordance with state statutes, shall be held responsible for the ordinary and necessary expenses incurred in securing a replacement, not to exceed 1/12 of his/her annual salary. In addition, the teacher's or administrator's license may be suspended.~~

~~A teacher or licensed administrator who resigns during the term of his/her contract shall be paid the prorated amount of his/her annual salary for each day he has been on duty.~~

**Mandatory reporting requirements – unlawful behavior involving a child**

~~If an employee resigns as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior, which is supported by a preponderance of evidence, the executive director is delegated the responsibility for immediately notifying shall notify the Colorado Department of Education (CDE) as soon as possible but no later than 10 business days after the employee's resignation. The executive director shall provide and for providing any information requested by CDE concerning the circumstances of the resignation. Centennial BOCES also shall notify the employee that information concerning his/her resignation is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.~~

If Centennial BOCES learns that a current or past employee has been convicted of, pled *nolo contendere* to, or received a deferred sentence or deferred prosecution for a felony or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, the executive director shall notify CDE.

**Mandatory reporting requirements – other offenses**

In addition and in accordance with applicable State Board of Education rules, Tthe executive director shall immediately notify CDE whenever acceptance of resignation concerning a licensed employee is based upon the employee's conviction, guilty plea, plea of *nolo contendere*, or deferred sentence resigns for any of the following reasons offenses:

- a. felony child abuse, as specified in C.R.S. 18-6-401;
- b. felony unlawful sexual behavior, as defined in C.R.S. 16-22-102 (9);
- c. a felony offense involving unlawful sexual behavior, as defined in C.R.S. 16-22-102 (9);
- d. a crime of violence, as defined in C.R.S. 18-1.3-406;
- e. indecent exposure, as described in C.R.S. 18-7-302;
- f. contributing to the delinquency of a minor, as described in C.R.S. 18-6-701;

- g. felony domestic violence, as defined in C.R.S. 18-6-800.3;
- h. misdemeanor domestic violence, as described in C.R.S. 18-6-800.3 (1) and such conviction is a second or subsequent conviction for the same offense;
- i. misdemeanor sexual assault, as described in C.R.S. 18-3-402;
- j. misdemeanor unlawful sexual conduct, as described in C.R.S. 18-3-404;
- k. misdemeanor sexual assault on a client by a psychotherapist, as described in C.R.S. 18-3-405.5;
- l. misdemeanor child abuse, as described in C.R.S. 18-6-401;
- m. misdemeanor involving the illegal sale of controlled substances;
- n. physical assault;
- o. battery;
- p. a drug-related offense; or
- q. an offense committed outside of this state, the elements of which are substantially similar to any offense described in items a-m above.

The executive director shall also immediately notify CDE when Centennial BOCES learns:

- a. the resigning employee has forfeited any bail, bond or other security deposited to secure the employee's appearance and the employee is charged with having committed a felony or misdemeanor for any offense described in items a-m above; or
- b. the resigning employee has paid a fine or received a suspended sentence for any offense described in items a-m above.

The executive director shall also notify CDE when:

- a. The county department of social services or the local law enforcement agency reasonably believes that an incident of child abuse or neglect has occurred and the Centennial BOCES employee is the suspected perpetrator and was acting in an official capacity as an employee of the Centennial BOCES.
- b. Centennial BOCES reasonably believes that an employee is guilty of unethical behavior or professional incompetence.

- ~~1. The employee has been determined by a court to be mentally incompetent.~~
- ~~2. The individual is convicted, pleads *nolo contendere* or receives a deferred sentence or a deferred prosecution for sexual offenses against a child as specifically set forth in the state board rules.~~
- ~~3. The individual pleads guilty or *nolo contendere* or is found guilty of a felony which renders the person unfit to be a licensed professional including but not limited to drug possession, felonies involving the use of firearms or deadly weapons, theft or fraud, child exploitation or pornography.~~
- ~~4. When the county department of social services or the local law enforcement agency reasonably believes that an incident of child abuse or neglect has occurred and the CBOCES employee is the suspected perpetrator and was acting in his official capacity as an employee of the district.~~
- ~~5. When the Board reasonably believes that an employee is guilty of unethical behavior or professional incompetence.~~

LEGAL REFS.: ~~C.R.S. 19-3-301 et seq. (Child Protection Act of 1987)~~  
~~C.R.S. 22-32-109.7~~

~~C.R.S. 22-63-202~~  
~~1 CCR 301-37, Rules 2202-R-15.05~~

Revised:

Reviewed: CASB 2005

Adopted: April 20, 2000

Centennial BOCES

**DISCIPLINE, SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF**

All Centennial BOCES professional staff members, unless otherwise designated by contract, shall be considered "at will" employees who serve at the pleasure of the Board and shall have only those employment rights expressly established by Board policy. Professional staff members shall be employed for such time as Centennial BOCES is in need of or desirous of the services of such employees.

The executive director shall be authorized to suspend with pay or place a professional staff member on unpaid administrative leave as a disciplinary measure and/or pending an internal investigation when a professional staff member is accused of serious misconduct. The executive director shall report all such suspensions to the Board at its next meeting and shall make a recommendation if further disciplinary action is warranted, including but not limited to termination of employment. The Board shall make the final decision regarding the dismissal of any professional staff member.

Centennial BOCES shall comply with the reporting requirements concerning allegations of unlawful behavior involving a child and other offenses, in accordance with state law.

LEGAL REFS.: C.R.S. 19-3-301 et seq. Child Protection Act of 1987  
C.R.S. 22-32-110 (1)(h) power to discharge/terminate employment  
1 CCR 301-37, Rules 2260.5-R-15.00 et seq. reporting requirements

CROSS REF.: GCA, Professional Staff Positions

Adopted:  
Centennial BOCES

**DISCIPLINE, SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF**  
**(Mandatory Reporting Requirements)**

The following procedures apply to the reporting of allegations against or offenses committed by licensed personnel who are dismissed by Centennial BOCES.

**Mandatory reporting requirements – unlawful behavior involving a child**

If an employee is dismissed as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior, which is supported by a preponderance of evidence, the executive director shall notify the Colorado Department of Education (CDE) as soon as possible but no later than 10 business days after the employee's dismissal. The executive director shall provide any information requested by CDE concerning the circumstances of the dismissal. Centennial BOCES also shall notify the employee that information concerning the dismissal is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.

If Centennial BOCES learns that a current or past employee has been convicted of, pled *nolo contendere* to, or received a deferred sentence or deferred prosecution for a felony or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, the executive director shall notify CDE.

**Mandatory reporting requirements – other offenses**

In addition and in accordance with applicable State Board of Education rules, the executive director shall immediately notify CDE when a dismissal action concerning a licensed employee is based upon the employee's conviction, guilty plea, plea of *nolo contendere*, or deferred sentence for any of the following offenses:

- a. felony child abuse, as specified in C.R.S. 18-6-401;
- b. felony unlawful sexual behavior, as defined in C.R.S. 16-22-102 (9);
- c. a felony offense involving unlawful sexual behavior, as defined in C.R.S. 16-22-102 (9);
- d. a crime of violence, as defined in C.R.S. 18-1.3-406;
- e. indecent exposure, as described in C.R.S. 18-7-302;
- f. contributing to the delinquency of a minor, as described in C.R.S. 18-6-701;
- g. felony domestic violence, as defined in C.R.S. 18-6-800.3;
- h. misdemeanor domestic violence, as described in C.R.S. 18-6-800.3 (1) and such conviction is a second or subsequent conviction for the same offense;
- i. misdemeanor sexual assault, as described in C.R.S. 18-3-402;
- j. misdemeanor unlawful sexual conduct, as described in C.R.S. 18-3-404;
- k. misdemeanor sexual assault on a client by a psychotherapist, as described in C.R.S. 18-3-405.5;
- l. misdemeanor child abuse, as described in C.R.S. 18-6-401;
- m. misdemeanor involving the illegal sale of controlled substances;
- n. physical assault;
- o. battery;
- p. a drug-related offense; or
- q. an offense committed outside of this state, the elements of which are substantially similar to any offense described in items a-m above.

The executive director shall also immediately notify CDE when Centennial BOCES learns:

- a. the employee has forfeited any bail, bond or other security deposited to secure the employee's appearance and the employee is charged with having committed a felony or misdemeanor for any offense described in items a-m above; or



- b. the employee has paid a fine or received a suspended sentence for any offense described in items a-m above.

The executive director shall also notify CDE when:

- a. The county department of social services or the local law enforcement agency reasonably believes that an incident of child abuse or neglect has occurred and Centennial BOCES employee is the suspected perpetrator and was acting in an official capacity as an employee of Centennial BOCES.
- b. Centennial BOCES reasonably believes that an employee is guilty of unethical behavior or professional incompetence.

Approved:  
Centennial BOCES

**This policy is recommended for deletion as it is not necessary.CONSULTING**

~~The Executive Director may authorize justifiable absences by staff members to provide consulting services.~~

~~When such services are requested or directed by the Board of Directors or the Executive Director, there shall not be any cost to the employee and the employee shall not have salary deducted.~~

~~When such absence is at the request of the employee, the Centennial BOCES shall incur no cost and the employee's salary shall be subject to a proportional deduction based on the employee's daily rate of pay. Such a request must have prior approval of the Executive Director.~~

~~Reviewed: CASB 2005~~

~~Adopted: June 16, 1998~~

~~Centennial BOCES~~

**This policy is recommended for deletion as it is not necessary.**  
**TUTORING FOR PAY**

~~No teacher, administrator, or other licensed personnel employed by the Centennial BOCES shall accept reimbursement or pay for tutoring or other private instruction or service to any student enrolled in his/her classes unless all of the following exist:~~

- ~~1. — Such service is requested by a parent/guardian,~~
- ~~2. — No other qualified teacher is available,~~
- ~~3. — The instruction is given outside of normal working hours,~~
- ~~4. — The approval of the Executive Director is obtained, and~~
- ~~5. — When no other qualified person is available, a written report to this effect shall be made to the Executive Director by the employee who wishes to accept a pupil for such private instruction.~~

~~CBOCES buildings, facilities or equipment shall not be used by CBOCES employees for tutoring or other private instruction for which the individual receives reimbursement from other than the CBOCES except under such circumstances as approved specifically in writing by the Executive Director.~~

~~No private tutoring shall be allowed during the employee's duty time.~~

~~Reviewed: CASB 2005  
Adopted: June 16, 1998  
Centennial BOCES~~

**SUPPORT STAFF POSITIONS**

Support staff employees, unless otherwise designated by contract, shall be considered “at will” employees who serve at the pleasure of the Board and shall have only those employment rights expressly established by Board policy. Support staff members shall be employed for such time as Centennial BOCES is in need of or desirous of the services of such employees.

LEGAL REFS.: C.R.S. 22-32-109 (1)(f) board duty to employ all personnel  
C.R.S. 22-32-110 (1)(h) board power to terminate personnel

CROSS REFS.: GDE/GDF, Support Staff Hiring/Recruiting  
GDQD, Discipline, Suspension and Dismissal of Support Staff

Adopted:  
Centennial BOCES

## **SUPPORT STAFF SUPPLEMENTARY PAY/OVERTIME**

### **Overtime**

The administration shall determine which Centennial BOCES employees are subject to the minimum wage and overtime requirements of federal law. These non-exempt employees shall be paid overtime at the rate of one and one-half times the regular rate of pay for hours worked in excess of 40 in any work week.

Alternatively, in lieu of overtime compensation non-exempt employees may receive compensatory time off at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is required.

A determination as to whether overtime shall be compensated by overtime pay or by compensatory time shall be made prior to the performance of the work.

An employee shall be permitted to use compensatory time within a reasonable period of time after making a request to his or her supervisor. Such requests shall be granted if the use of the compensatory time does not unduly disrupt the operations of Centennial BOCES.

A non-exempt employee may accrue no more than 240 hours of compensatory time in accordance with federal law unless the employee's supervisor gives advice that accrual of additional hours is allowed under the law.

All overtime work shall require the advance approval of the employee's immediate supervisor. An effort shall be made whenever possible not to schedule non-exempt employees for more than 40 hours per week.

All hours worked shall be accurately recorded in the manner required by the employee's supervisor.

### **Rates for supplementary services**

Centennial BOCES employees who put in extra hours to supervise and/or serve community groups using Centennial BOCES facilities shall be paid at the rate established by the Board for such contract services. Any supplementary pay shall be in accordance with federal law.

LEGAL REFS.: 29 U.S.C. §201 et seq. Fair Labor Standards Act  
29 C.F.R. Parts 510 to 794

Adopted:  
Centennial BOCES

**SUPPORT STAFF FRINGE BENEFITS**

Support staff members shall receive the same fringe benefits as are provided for professional staff members.

CROSS REF.: GCBD, Professional Staff Fringe Benefits

Adopted:  
Centennial BOCES

## **SUPPORT STAFF VACATIONS AND HOLIDAYS**

### **Vacations**

Employees on 12 month contracts shall receive vacation leave time in accordance with the applicable benefit Schedule (A,B,C), upon approval of the supervisor and executive director.

Vacation leave will be accrued on a monthly basis. Employees new to Centennial BOCES, or those resigning from Centennial BOCES who do not meet the 1.0 FTE requirement, shall receive a prorated amount of vacation time.

An employee may not accrue more time than can be accrued in an 18 month period. After the maximum accrual is reached, employees will forfeit the accrual each month until vacation is used.

Upon termination of employment, other than for cause, an employee shall be paid a lump sum at his/her current daily rate for unused vacation, not to exceed 12 months' accumulation.

### **Holidays**

Holidays for support staff are listed on the Board approved annual calendar.

Adopted:  
Centennial BOCES

## **SUPPORT STAFF RECRUITING/HIRING**

The Board shall establish and budget for ~~classified support staff~~ positions in Centennial BOCES on the basis of need and the financial resources of Centennial BOCES.

### **Recruiting**

The recruitment and selection of candidates for these positions shall be the responsibility of the ~~program~~ executive director, or designee, who shall confer with principal(s) and other supervisory personnel in making a selection.

All vacancies shall be made known to the present staff. Anyone qualified for a position may submit an application.

### **Background Checks**

Prior to hiring any person, ~~in accordance with state law~~, Centennial BOCES shall conduct background checks with the Colorado Department of Education and previous employers regarding the applicant's fitness for employment.

All applicants recommended for a position in Centennial BOCES shall submit a set of fingerprints and a notarized form with information about felony or misdemeanor convictions as required by law. ~~(This requirement shall not apply to any student currently enrolled in Centennial BOCES applying for a job.)~~ Applicants may be conditionally employed prior to receiving the fingerprint results.

### **Hiring**

There shall be no discrimination in the hiring process on the basis of race, color, creed, sex, sexual orientation, religion, national origin, ancestry, age, genetic information, marital status or disability.

In all cases where credit information or reports are used in the hiring process, Centennial BOCES shall comply with the Fair Credit Reporting Act and applicable state law.

The Board shall officially appoint all employees upon the executive director's recommendation; however, temporary appointments may be made pending Board action.

Upon the hiring of any employee, information required by federal and state child support laws will be timely forwarded by Centennial BOCES to the appropriate state agency.

LEGAL REFS.:      15 U.S.C. 1681 *et seq.* Fair Credit Reporting Act  
                         42 U.S.C. 653 (a) *Personal Responsibility and Work Opportunity Reconciliation Act*  
                         42 U.S.C. 2000ff et seq. Genetic Information Nondiscrimination Act of 2008  
                         C.R.S. 8-2-126 limits employers' use of consumer credit information  
                         C.R.S. 14-14-111.5 Child Support Enforcement procedures  
                         ~~C.R.S. 22-2-119 duty to make inquiries prior to hiring~~  
                         C.R.S. 22-32-109 (1) (f) Board duty of employ personnel  
                         C.R.S. 22-32-109.7 duty to make inquiries prior to hiring  
                         C.R.S. 22-32-109.8 fingerprinting requirements for non-~~certified~~ licensed positions  
                         C.R.S. 24-5-101 effect of criminal conviction on employment



C.R.S. 24-~~342~~-402 (1) *discriminatory and unfair employment practices*

CROSS REFS.:        GBA, Open Hiring/Equal Employment Opportunity  
                             GDA, Support Staff Positions

Revised:

Reviewed: CASB 2005

Revised: February 12, 2004

Centennial BOCES

**This regulation is recommended for deletion as it is included in GDE/GDF.**  
**SUPPORT STAFF RECRUITING/HIRING**

**Background Checks**

Prior to hiring, the program director or personnel office will:

1. ~~Check with the Colorado Department of Education to determine if there is any information on record indicating the applicant has been convicted of a felony or misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children.~~

~~The department's records will indicate if the applicant has been convicted or pled *nolo contendere* to, or received a deferred sentence or deferred prosecution for such crimes. The department also will provide any available information to indicate whether the applicant has been dismissed by or resigned from a school district as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior which was supported by a preponderance of evidence according to information provided to the department by a school district/BOCES and confirmed by the department in accordance with state law. Information of this type that is learned from a different source shall be reported by the CBOCES to the department.~~

~~The department will not disclose any information reported by a school district/BOCES unless and until the department confirms that the allegation resulted in the person's name being placed on the state central registry of child protection.~~

2. ~~Contact previous employers of the applicant to obtain information or recommendations relevant to the applicant's fitness for employment.~~

**Fingerprinting**

1. ~~All applicants selected for employment in a support staff position, except as noted in #6 below, must submit a complete set of fingerprints taken by a qualified law enforcement agency or an authorized CBOCES employee and a notarized, completed form as required by state law.~~
2. ~~On the form, the applicant must certify either that he or she has never been convicted of a felony or misdemeanor charge, not including any misdemeanor traffic offenses, or that he or she has been convicted of a felony or misdemeanor charge (not including any misdemeanor traffic offenses). The certificate must specify the felony or misdemeanor, the date of conviction, and the court entering judgment.~~
3. ~~The CBOCES will release the fingerprints to the Colorado Bureau of Investigation for the purpose of conducting a state and national fingerprint-based criminal history record check utilizing the records of the Colorado Bureau of Investigation and the Federal Bureau of Investigation.~~
4. ~~Although an applicant may be conditionally employed prior to receiving the results, he or she may be terminated if the results are inconsistent with the information provided on the form. The CBOCES will notify the CBOCES' attorney of such inconsistent results for action or possible prosecution.~~

**Information Report to State**

1. ~~In accordance with federal and state law, the personnel office will report the name, address, and social security number of every new employee to Child Support Enforcement, 1375 Sherman Street, Denver, Colorado 80203.~~
2. ~~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 the termination shall be reported to the applicable court or agency.~~
3. ~~Upon receiving a Notice of Wage assignment, the CBOCES shall remit the designated payment within seven days of withholding the income according to instructions contained in the Notice. Child support withholding takes priority over other legal actions against the same wages.~~

Reviewed: CASB 2005  
Centennial BOCES

**This exhibit is recommended for deletion as it is better suited as an HR updated document. CONSENT FORM**

~~Under Colorado law no applicant for employment with the Centennial BOCES may be hired unless the applicant has supplied the information on this form. Your employment with the CBOCES cannot be finalized until you have accurately completed this form. If any information on this form is incorrect, it may be a basis for termination of your employment with the CBOCES in the future if you are given a position with the CBOCES.~~

1. ~~Have you ever been convicted of committing a felony or misdemeanor? (Do not include misdemeanor traffic offenses or traffic infractions.) For purposes of this Consent Form, a conviction includes a conviction by a jury or a court, forfeiture of any bail, bond, or other security deposited to secure appearance by a person on a felony or misdemeanor charge, the payment of a fine, a plea of *nolo contendere*, or imposition of a deferred or suspended sentence by the court. Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~If you have answered "Yes" to this question, please complete question #2 on this form. If you have answered "No" to this question, please sign the form before a witness, as provided below.~~

2. ~~For each felony or misdemeanor for which you were convicted (as defined in this form), describe specifically the felony or misdemeanor, the date of the conviction, the name and location of the court entering judgment of conviction, the action constituting a conviction, and any subsequent disposition of the matter. You may attach copies of relevant documents. (Attach pages as necessary.) Sign the form before a witness, as provided below.~~

~~I hereby attest that all information I am submitting is true and complete to the best of my knowledge. I understand that any intentional misrepresentation of facts may result in my dismissal from the CBOCES.~~

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witnessed by:

\_\_\_\_\_  
Date

Reviewed: CASB 2005  
Centennial BOCES

## **EVALUATION OF SUPPORT STAFF**

Centennial BOCES has adopted an evaluation system designed to ensure the highest quality of services for Centennial BOCES's students, staff and community. This system shall assist supervisors and support staff in understanding the evaluation process.

Support staff employees, unless otherwise designated by contract, shall be considered "at will" employees who serve at the pleasure of Centennial BOCES and shall have only those employment rights expressly established by Board policy. Nothing in this policy shall diminish Centennial BOCES's ability to employ support staff members only for such time as Centennial BOCES is in need of or desirous of the services of such employees. Centennial BOCES reserves the right to discipline or terminate the employment of a support staff employee without regard to the outcome of any past or pending evaluation or whether evaluations have been conducted.

The evaluation system is designed to:

1. Improve or support teaching and learning
2. Enhance implementation of curricular programs
3. Measure professional growth, development and performance
4. Promote and improve communications between the employee and supervisor
5. Provide insight and feedback regarding the employee's performance, including areas of strength, opportunities for growth, and need for improvement
6. Provide recognition for outstanding performance
7. Ensure that consistent procedures and uniform performance standards are used for the evaluation of all employees who hold the same position
8. Explain the responsibilities of the employee and employer in the evaluation process
9. Provide additional information that may relate to personnel decisions

Adopted:  
Centennial BOCES

## **EVALUATION OF SUPPORT STAFF**

While adherence to the following elements is not required for purposes of making personnel decisions, the following shall be followed to the extent feasible.

### **Designation of evaluators**

Any performance evaluation will be completed by the support staff member's immediate supervisor. Input may be secured from other administrators/supervisors as needed to complete the evaluation.

### **Schedule of evaluations**

Employees will be evaluated a minimum of one time annually, according to the schedule developed by the immediate supervisor.

Employees whose performance has been rated as less than effective will be placed on probation and evaluated more frequently as indicated in the procedures which follow. Additional evaluations may also be completed at the discretion of the supervisor.

### **Evaluation criteria**

Each support staff member will be evaluated on the performance of the responsibilities listed in his or her position description. The effectiveness of the employee in carrying out duties is assessed on the basis of the performance factors included on the evaluation report. Performance indicators will be established in each of the performance areas to define Centennial BOCES's standard of expected performance.

### **Observation and ongoing performance feedback**

Over the course of the employment year, the supervisor will make observations of the employee's work. The supervisor will maintain a record and sufficient documentation of these observations in order to accurately rate the employee's work on each performance factor.

The supervisor will share observations of the employee's performance on an ongoing basis. When observations reveal performance concerns, the supervisor will communicate with the employee to identify needed improvements and provide assistance as required.

### **Evaluation report**

The supervisor will complete the performance evaluation report for each support staff member according to a specific time schedule. The supervisor will review records, secure additional input as necessary and fill out the appropriate evaluation forms.

### **Evaluation conference**

The supervisor will schedule a conference with the employee to review the evaluation report. The conference will focus on a review of the employee's performance ratings, any relevant documentation, and recommendations.

At the conclusion of the conference, the supervisor and the employee will sign the evaluation report. The employee's signature on the form indicates only that the evaluation report has been reviewed and explained. Signing the form does not indicate that the employee agrees with the content of the evaluation.

The original of the signed report will be directed to the appropriate administrator for review and inclusion in the employee's personnel file. The supervisor will retain a copy of the report and provide a copy to the employee.

The employee may respond to the report in writing within seven working days of the conference. Two copies of the written report are required; one copy is provided to the supervisor and the other copy to the administrator.

### **Improvement plan**

When an employee's overall performance has been rated as "unsatisfactory" or "needs improvement," employment may be terminated or the employee may be placed on probation and re-evaluated on a schedule determined by the supervisor.

If a written improvement plan is developed and implemented, the supervisor will prepare the plan to include identification of the skill deficiency and/or behavior(s) needing improvement, steps to be taken in achieving improvements, and a timeline for review of progress and re-evaluation(s). Employee input into the plan may be secured at the discretion of the supervisor.

Prior to the implementation of the plan, it will be reviewed with the employee, and signed by the employee and the supervisor. The employee's signature indicates that the plan has been reviewed with and explained by the supervisor. Signing the plan does not indicate agreement with the content of the plan.

A copy of the assigned plan will be forwarded to the appropriate administrator. A copy will be retained by the supervisor and a copy will be provided to the employee. Re-evaluations which document insufficient progress toward improvement will result in a recommendation for termination of employment.

### **"At will" status of support staff**

Support staff employees, unless otherwise designated by contract, shall be considered "at will" employees who serve at the pleasure of Centennial BOCES and shall have only those employment rights expressly established by Board policy. Nothing in this regulation shall diminish Centennial BOCES's ability to employ support staff members only for such time as Centennial BOCES is in need of or desirous of the services of such employees. Centennial BOCES reserves the right to discipline or terminate the employment of a support staff employee without regard to the outcome of any past or pending evaluation or whether evaluations have been conducted.

Approved:  
Centennial BOCES

**RESIGNATION OF SUPPORT STAFF**

Support staff employees are encouraged to give two weeks written notice to Centennial BOCES prior to resigning employment.

Centennial BOCES shall comply with the reporting requirements concerning allegations of unlawful behavior involving a child and other offenses, in accordance with state law.

LEGAL REF.: C.R.S. 19-3-301 et seq. Child Protection Act of 1987

Adopted:  
Centennial BOCES



## **DISCIPLINE, SUSPENSION AND DISMISSAL OF ~~CLASSIFIED AND~~ SUPPORT STAFF**

Support staff employees, unless otherwise designated by contract, shall be considered "at will" employees who serve at the pleasure of the Board and shall have only those employment rights expressly established by Board policy. Support staff members shall be employed for such time as the BOCES is in need of or desirous of the services of such employees.

The Board delegates to the executive director the authority to dismiss support staff members. The executive director may delegate this authority to other appropriate personnel such as the director of personnel. All dismissals of support staff members shall be reported to the Board at its next regular meeting.

The executive director also may suspend employees from their assignments as a disciplinary measure, with or without pay.

The BOCES shall comply with the reporting requirements concerning allegations of unlawful behavior involving a child and other offenses, in accordance with state law.

~~The Executive Director after consulting with a program director may terminate the employment of classified or support staff employees for good cause.~~

~~Except in cases when the administration judges that the safety and welfare of the Centennial BOCES is jeopardized, classified personnel shall be given a written two week notice prior to termination of employment.~~

~~The Executive Director also may suspend employees from their assignments for good cause as a disciplinary measure.~~

~~If an employee is dismissed as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior, which is supported by a preponderance of evidence, the Executive Director is delegated the responsibility for immediately notifying the Colorado Department of Education (CDE) and for providing any information requested by the department concerning the circumstances of the dismissal. The CBOCES also shall notify the employee that information concerning his/her dismissal is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.~~

~~If the CBOCES learns that a current employee has been convicted of, pled *nolo contendere* to, or received a deferred sentence or deferred prosecution for any felony or misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, the Executive Director shall immediately report this information to the Colorado Department of Education.~~

LEGAL REFS.: C.R.S. 19-3-301 et seq. (Child Protection Act of 1987)  
~~C.R.S. 22-32-109.7~~  
C.R.S. 22-32-110 (1) (h) power to discharge/terminate employment  
~~C.R.S. 22-32-126 (3)~~

CROSS REF.: GDA, Support Staff Positions

### Revised:

Reviewed: CASB 2005

Adopted: April 20, 2000

Centennial BOCES

## **CUSTODIAL AND NONCUSTODIAL PARENT RIGHTS AND RESPONSIBILITIES**

Centennial BOCES officials shall presume that the parent who enrolls a student in a Centennial BOCES school/program is the student's custodial parent. Unless a currently effective Colorado court order specifies otherwise, the custodial parent shall be the one whom Centennial BOCES holds responsible for the education and welfare of the student. Where the court order specifies that the parents shall share custody and jointly make decisions relative to the care and education of their child, Centennial BOCES officials shall consult with both parents regarding educational matters affecting the child. Where the parents disagree in such matters and the court order does not provide a mechanism for resolving their differences, Centennial BOCES officials shall follow the instructions of the parent with whom the child primarily resides during a normal school week.

If the rights of a noncustodial parent are restricted by a Colorado court order, the custodial parent shall provide Centennial BOCES with a certified copy of the currently effective court order curtailing these rights. Unless informed through the submission of such a court order, Centennial BOCES assumes there are no restrictions regarding a noncustodial parent's rights, including the right to access the student's educational records.

The student shall not be permitted to visit with or be released to anyone, including the noncustodial parent, without the approval of the custodial parent. Unless otherwise provided by applicable law or court order, education conferences with a noncustodial parent shall be permitted only upon the consent of the custodial parent.

LEGAL REFS.:	<u>20 U.S.C. 1232g Family Educational Rights and Privacy Act of 1974</u>
	<u>FERPA</u>
	<u>20 U.S.C. 1401 et seq. Individuals with Disabilities Education</u>
	<u>Improvement Act of 2004 IDEIA</u>
	<u>34 C.F.R. 99.1 et seq. FERPA regulations</u>
	<u>34 C.F.R. 300.30 (b)(2) IDEIA regulations</u>
	<u>C.R.S. 14-10-123.8 access to school records</u>

CROSS REFS.:	<u>JRA/JRC, Students Records /Release of Information on Students</u>
	<u>KFA, Public Conduct on Centennial BOCES Property</u>

Adopted:  
Centennial BOCES

## **CUSTODIAL AND NONCUSTODIAL PARENT RIGHTS AND RESPONSIBILITIES**

The following procedures have been developed for situations involving child custody, visitation and release of records:

1. The records of Centennial BOCES will include information regarding the marital status of a student's parents. Such status will be reviewed each year.
2. The school/program shall flag the files of students whose parents are divorced or legally separated or have other special custody arrangements. The school/program shall maintain a card file of these students that is easily accessible to the principal or other Centennial BOCES administrator or designee.
3. If a person whom the administrator or designee does not recognize appears at school/or other Centennial BOCES facility requesting the dismissal of a student, the administrator or designee shall ask for identification such as a driver's license.

### **Children of divorced/separated parents**

1. Both parents have the right to access the student's educational records.
2. If a student's parents are divorced, legally separated, or have other special custody arrangements, Centennial BOCES personnel shall request a copy of any and all legal documents pertaining to child custody, including restraining orders.
3. Centennial BOCES will presume that both parents have equal access to a child when that student is enrolled in a Centennial BOCES school/program unless one parent provides the Centennial BOCES with a currently effective Colorado court order indicating otherwise.
4. A copy of the court order governing a divorce, separation or delineation of parental rights will be provided by the custodial parent and kept in the student's cumulative record as a temporary record.
5. If the school/program is aware that the student's parents are divorced or separated and a parent refuses to provide a copy of the court order to Centennial BOCES, the Centennial BOCES administrator will be advised and a statement of the refusal will be noted, including the date and situation. This statement will be filed in the student's cumulative record. Centennial BOCES will provide access to the student's educational records to both parents in this case.
6. A student will not be denied admission on the basis of refusing the request for documentation of a divorce, separation or delineation of parental rights.
7. A student will not be released to or visited by a noncustodial parent during the school day unless the custodial parent has approved the release or permission for visitation.
8. If a Centennial BOCES official is in doubt about the validity of a request or documentation presented, the official will contact the executive director or Centennial BOCES administrator. The official shall request positive identification of any individual making a request for release or visitation of a student.
9. If a person making a request for release or visitation refuses to leave Centennial BOCES premises at the Centennial BOCES official's request, the official may contact the appropriate law enforcement agency.

(Approval date)  
Centennial BOCES

## **PUBLIC'S RIGHT TO KNOW/FREEDOM OF INFORMATION**

The Board is a public servant, and its meetings and records shall be matters of public information, subject to such restrictions as are set by federal law or regulation, by state statute or by pertinent court rulings.

The official minutes of the Board, its written policies and its financial records shall be open for inspection at the office of the executive director by any citizen desiring to examine them during hours when the office of the executive director is open. However, no records shall be released for inspection by the public or any unauthorized persons—either by the executive director or any other person designated as custodian for Centennial BOCES records—if such disclosure would be contrary to the public interest as described in state law or otherwise prohibited by law. The Centennial BOCES's financial information shall be posted online in accordance with the Public School Financial Transparency Act.

In responding to a request for Centennial BOCES's public records, Centennial BOCES may charge a fee for staff time spent in excess of one hour for the following: researching and retrieving the requested records; conducting searches for requested records; reviewing records to determine whether they are responsive to the request; and identifying and separating those records that are not public and/or are privileged or confidential. Such fee shall be \$30 per hour, which may be increased from time to time as permitted by applicable state law. Centennial BOCES may also charge other reasonable fees in responding to a request for Centennial BOCES's public records, in accordance with the accompanying regulation.

LEGAL REFS.: C.R.S. 22-9-109 exemption from public inspection  
C.R.S. 22-32-109 (1)(c) documents available for public inspection  
C.R.S. 22-44-301 et seq. Public School Financial Transparency Act  
C.R.S. 24-72-201 et seq. access to public records  
C.R.S. 24-72-205 (6)(a) must adopt policy regarding the fee for research and retrieval of public records, if the BOCES imposes such a fee

CROSS REFS.: BEDA, Notification of Board Meetings  
BEDG, Minutes  
DAB\*, Financial Administration  
EGAEA, Electronic Communication  
GBJ, Personnel Records and Files  
JRA/JRC, Student Records/Release of Information on Students

Adopted:  
Centennial BOCES

## **PUBLIC'S RIGHT TO KNOW/FREEDOM OF INFORMATION**

The following procedure applies to requests by members of the public, including parents, community members, media organizations and other third parties, for inspection of public records maintained by Centennial BOCES. A person who has the right to inspect a public record also has the right to request to be furnished a copy of the record.

### **Process for requesting records**

1. All requests for public record(s) maintained by Centennial BOCES shall be specific enough to allow Centennial BOCES to efficiently identify the requested record and respond to the request. To clarify and facilitate the processing of a request to inspect and/or obtain copies of records, Centennial BOCES may require that the request be made in writing.
2. Centennial BOCES has no duty to create a public record that does not already exist.
3. If the requested public record is in active use, in storage, or otherwise not readily available at the time of the person's request, the person requesting the record shall be informed of that fact. The custodian of records will then make the record available within a reasonable time of the person's request.  
A reasonable time shall not exceed three working days, but may be extended by an additional seven working days if certain extenuating circumstances exist, in accordance with state law.
4. If the person seeking the record requests transmission of the record, the custodian of records shall notify the person once the record is available that it will only be transmitted when the custodian receives payment or makes arrangements for receiving payment for all costs associated with the record transmission and for all other fees lawfully allowed, unless the custodian waives all or any portion of such costs or fees.  
Upon receipt of payment of any applicable copy costs and/or other fees or upon making payment arrangements with the person requesting the record, the custodian of records will transmit a copy of the record by United States mail, other delivery service, facsimile or electronic mail. Transmission will occur as soon as practicable but no more than three business days after Centennial BOCES's receipt of payment, or making arrangements to receive such payment.
5. Inspection of any public record shall take place in an area designated by the Centennial BOCES's custodian of records and shall occur in a manner that will not be disruptive to Centennial BOCES operations. Centennial BOCES employees may be assigned to monitor any inspection of public records.
6. If Centennial BOCES does not have facilities for making a copy of a record that a person has the right to inspect, the person shall be granted access to the record for the purpose of making a copy. The copy shall be made under the supervision of the custodian of records or designee. When practical, the copy shall be made in the place where the record is kept but if it is impractical to do so, the custodian may allow arrangements for the copy to be made at another facility.

### **Fees**

1. The fee for copying public records will be \$.25 per page unless actual costs exceed that amount.
2. No transmission fee will be charged for transmission via electronic mail.
3. If Centennial BOCES in response to a specific request manipulates data to generate a record in a form not used by Centennial BOCES, it may charge a reasonable fee not to exceed the actual cost of manipulating the data and generating the record. Fulfilling such a request will be at the option of Centennial BOCES.

4. If a requested record is a result of computer output other than word processing, the fee for a copy will be based on recovery of the actual costs of providing the electronic service and product together with a reasonable portion of the costs associated with building and maintaining the information system. This fee may be reduced or waived by the executive director or designee if the electronic service or product is used for a public purpose.
5. If another facility is necessary, the costs of providing them shall be paid by the person requesting the copy. The custodian may establish a reasonable schedule of times for making a copy and may charge the same fee for services rendered in supervising the copy as the custodian may charge for furnishing a copy.

In addition to the procedures contained in this regulation, Centennial BOCES may develop further procedures governing the inspection, copying and transmission of its records as it deems necessary to protect its records and prevent unnecessary interference with Centennial BOCES staff responsibilities and Centennial BOCES operations.

Adopted:  
Centennial BOCES

## **PUBLIC CONCERNS AND COMPLAINTS AGAINST STAFF MEMBERS**

Constructive criticism motivated by a sincere desire to improve the quality of the educational program or to equip Centennial BOCES to do their tasks more effectively is welcomed by Centennial BOCES.

Centennial BOCES believes that complaints and grievances are best handled and resolved as close to their origin as possible. Therefore, the proper channeling of complaints involving instruction, discipline or learning materials will be as follows:

1. Teacher
2. Principal or other appropriate Centennial BOCES administrator
3. Executive director
4. Board of directors

Any complaint about Centennial BOCES personnel shall be referred back through proper administrative channels before it is presented to the Board for consideration and action.

When a complaint is made directly to an individual Board member, the procedure outlined below shall be followed:

1. The Board member shall refer the person making the complaint to the executive director.
2. If the person will not personally present the complaint to the executive director, the Board member shall then ask that the complaint be written and signed. The Board member may then refer the complaint to the executive director for investigation.
3. If at any time the person making a complaint feels that a satisfactory reply has not been received from a Centennial BOCES administrator, that person should be advised to consult with the executive director and, if still not satisfied, to request that the complaint be heard by the Board.

~~The Executive Director shall implement procedures for dealing with complaints against Centennial BOCES employees.~~

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

## **PUBLIC CONCERNS/COMPLAINTS ABOUT INSTRUCTIONAL RESOURCES**

Instructional resources that are subject to challenge usually belong to one of three basic categories: religion, ideology or profanity/obscenity. The Board's policy regarding these areas shall be as follows:

1. Religion–Factual, unbiased material on all major religions has a place in Centennial BOCES libraries.
2. Ideologies–Libraries should, with no thought toward swaying reader judgment, make available a balanced collection of primary and factual material on the level of their students on various ideologies or philosophies which exert or have exerted a strong force, either favorably or unfavorably, in government, current events, politics, education and other phases of life.
3. Profanity/obscenity–Materials shall be subjected to a test of literary merit by media specialists and teachers who will take into consideration the maturity of students and the standards of the community.

Criticism of a book or other materials used in Centennial BOCES schools or programs may be expected from time to time. In such instances:

1. Centennial BOCES recognizes the right of an individual parent/guardian to request that his/her child not read a given book. When such a request is presented, the teacher and/or Centennial BOCES administrator should resolve the situation, perhaps by arranging for use of alternative materials meeting essentially the same instructional purpose. This does not apply, however, to basic program texts and materials.
2. Centennial BOCES shall not permit any individual or group to exercise censorship over instructional materials and library collections but recognizes that at times a re-evaluation of certain materials may be desirable. Should an individual or group ask to have any book or other material withdrawn from use:
  - a. The person who objects to the book or other material shall be asked to sign a complaint on a standard form on which that person will document the criticism.
  - b. Following receipt of the formal complaint, the executive director or designee shall provide for a re-evaluation of the material in question.
  - c. The re-evaluation shall be based on the points offered above as well as the principles governing the selection of all instructional materials. Additionally, the Board wishes to emphasize that:
    - (1) A book shall not be excluded because of the writer's race or nationality or political or religious views.
    - (2) The value of any book or other material shall be judged as a whole, taking into account the purpose of the material rather than individual, isolated expressions or incidents in the work.
  - d. The executive director or designee shall review the complaint and re-evaluation and shall render a decision in the matter. Should the solution be unsatisfactory, the complainant may appeal the decision to the Board.

In summary, the Board assumes final responsibility for all books and instructional materials it makes available to students. It holds its professional staff accountable for their proper selection. It recognizes rights of individual parents/guardians with respect to controversial materials used by their own children. It will provide for the re-evaluation of materials in library collections upon formal request.

CROSS REFS.: IJ, Instructional Resources and Materials  
IMB, Teaching about Controversial Issues and Use of Controversial Materials



Adopted:  
Centennial BOCES

## **FACILITY USE**

Use of Centennial BOCES facilities by community groups and organizations shall be allowed in accordance with the following criteria:

1. No such use shall materially interfere with Centennial BOCES programs and activities.
2. No such use shall be detrimental to Centennial BOCES programs and activities, to Centennial BOCES facilities, or to the interest of the taxpayers in the safe and sound use of Centennial BOCES facilities.

Use which is Centennial BOCES related and where the use will enhance, complement or further Centennial BOCES programs, activities, and objectives shall be without cost to users.

Use not covered by the above paragraph shall be subject to fees sufficient to cover all direct and indirect costs of the use as determined in the facility use agreement.

Damage deposits and assessments may be required when necessary.

The executive director may establish conditions governing any particular use as may be necessary for the welfare of Centennial BOCES.

Any use shall continue only at the discretion of Centennial BOCES and may be terminated whenever it is determined by the executive director or the Board of Directors to be in the best interest of Centennial BOCES.

Revised:

Revised: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

## **PUBLIC CONDUCT ON CENTENNIAL BOCES PROPERTY**

Persons using or upon Centennial BOCES ~~school~~ property, including all Centennial BOCES buildings, parking lots, and any Centennial BOCES vehicle used to transport students, ~~for any purpose~~ shall not engage in the conduct described below.

Any person considered by the executive director or designee to be in violation of this policy shall be instructed to leave Centennial BOCES property and law enforcement may be contacted. Any person who has engaged or Centennial BOCES officials reasonably believe will engage in conduct prohibited by this policy may be excluded from Centennial BOCES property.

The following conduct by any person is prohibited:

1. Any conduct ~~intended to that obstruct, obstructs, disrupts or interferes with or threatens to obstruct, disrupt or interfere with Centennial BOCES operations with teaching, research, service, administrative or disciplinary functions, or any activity sponsored or approved by Centennial BOCES, the Board.~~
2. Physical abuse or threat of harm to any person or Centennial BOCES ~~school owned or controlled property at Centennial BOCES sponsored or supervised functions.~~
3. Threat of damage or damage to property of Centennial BOCES regardless of the location, or property of a member of the community ~~or a visitor to the school~~ when such property is located on Centennial BOCES ~~controlled premises property.~~
4. Forceful or unauthorized entry to or occupation of Centennial BOCES facilities, including both buildings and grounds.
5. ~~Unlawful use~~ Use, possession, distribution or sale of drugs and other controlled substances, alcohol and other illegal contraband on Centennial BOCES property, at Centennial BOCES ~~or school-sponsored functions, on in any Centennial BOCES bus/vehicle transporting students or within 1,000 feet of the perimeter of the school grounds.~~ For purposes of this policy, "controlled substances" means drugs identified and regulated under federal law, including but not limited to marijuana, cocaine, opiates phencyclidine (PCP) and amphetamines (including methamphetamine). If, however, the administration of medical marijuana is in accordance with state law regarding the administration of medical marijuana to qualified students, such possession shall not be considered a violation of this policy. Persons known to be under the influence of liquor shall not be permitted to enter the Centennial BOCES building or grounds.
6. Distribution, manufacture or sale of controlled substances or the possession of controlled substances with intent to distribute them within 1,000 feet of the perimeter of school grounds.
7. Entry onto Centennial BOCES buildings or grounds by a person known to be under the influence of alcohol or a controlled substance.
8. Unlawful use of any tobacco product.
9. Unlawful possession of a deadly weapon, as defined in state law, on ~~Centennial BOCES school~~ property or in school buildings, ~~unless the person falls within one of the exceptions in state law for possession of a deadly weapon including that the person:~~
  - ~~a. has legal authority to carry or possess a deadly weapon.~~
  - ~~b. is presenting an authorized public demonstration for Centennial BOCES or an organized class.~~

~~e. is carrying out duties for Centennial BOCES which require the use of a deadly weapon.~~

~~d. is a peace officer on duty.~~

10. Profanity or verbally abusive language.

11. ~~Any conduct constituting a breach~~ Violation of any federal, state or ~~city~~ municipal law or ~~duly adopted policy and/or regulation of the Board~~ Centennial BOCES policy.

~~Any member of the general public considered by the executive director or designee to be in violation of this policy shall be instructed to leave Centennial BOCES property.~~

LEGAL REFS.: 21 U.S.C. 860 crime to distribute or manufacture controlled substances within 1,000 feet of a school

C.R.S. 18-1-901 (3)(e) definition of deadly weapon

C.R.S. 18-9-106 disorderly conduct

C.R.S. 18-9-108 through 110 disrupting lawful assembly

C.R.S. 18-9-109 interference with staff, faculty or students of educational institutions

C.R.S. 18-9-110 public buildings – trespass, interference

C.R.S. 18-9-117 unlawful conduct on public property

C.R.S. 18-12-105.5 unlawful carrying/possession of weapons on school grounds

C.R.S. 18-12-214 (3)(a) person with valid concealed handgun permit may have a handgun on school property as long as hand gun remains in his or her vehicle and if, while the person is not in vehicle, the gun is kept in a compartment and the vehicle is locked

C.R.S. 18-18-407 (2) crime to sell, distribute or possess with intent to distribute any controlled substance on or near school grounds or school vehicles

C.R.S. 22-1-119.3 (3)(c), (d) no student possession or self-administration of medical marijuana, but schools must permit the student's primary caregiver to administer medical marijuana to the student on school grounds, on a school bus or at a school-sponsored event

C.R.S. 25-1.5-106 (12)(b) possession or use of medical marijuana in or on school grounds or in a school bus is prohibited

C.R.S. 25-14-103.5 must adopt policies prohibiting tobacco and retail marijuana use on school property

C.R.S. 25-14-301 Teen Tobacco Use Prevention Act

CROSS REFS.: ADC, Tobacco-Free Schools

GBEB, Staff Conduct (And Responsibilities)

KI, Visitors to Schools

Revised:

Revised: May 21, 2009

Adopted: February 12, 2004

Centennial BOCES

**SOLICITATION AND ADVERTISING DISTRIBUTION/POSTING OF  
NONCURRICULAR MATERIALS**

The purpose of this policy is to define the parameters applicable to the distribution or posting of noncurricular printed materials on Centennial BOCES property in a manner that does not disrupt Centennial BOCES's educational programs nor interfere with Centennial BOCES's mission. Requests from the public to distribute or post printed noncurricular materials in Centennial BOCES's schools or buildings or on Centennial BOCES property may be permitted in accordance with this policy and accompanying regulation.

Noncurricular materials deemed "unacceptable" by Centennial BOCES shall not be approved for posting or distribution. The following shall be considered "unacceptable" material:

- Material that promotes or favorably portrays unlawful conduct or conduct that violates Centennial BOCES policy, including but not limited to Centennial BOCES policies prohibiting unlawful discrimination and harassment.
- Material that is injurious to, or encourages conduct that threatens disruption of Centennial BOCES operations or endangers the health or safety of staff and/or students.
- Materials 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.
- Material that is libelous, invades the rights of others or inhibits the functioning of Centennial BOCES, or advocates inference with the rights of any individual or with the normal operation of Centennial BOCES.
- Material which in any way promotes, favors or opposes the candidacy of any candidate for election, or the adoption of any bond issue proposal, or any public question submitted at any election. The prohibition shall not apply on any election day or special election when a Centennial BOCES facility is being used as a polling place.
- Material that is obscene, vulgar or patently offensive as defined by the standards of the Centennial BOCES community.

This policy governs noncurricular material and is not intended and shall not be interpreted to prevent or limit distribution of materials by Centennial BOCES staff that is intended to supplement and enrich the curriculum in Centennial BOCES schools/programs, in accordance with Centennial BOCES policy. Centennial BOCES staff who wish to distribute noncurricular materials shall comply with this policy and accompanying regulation.

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

~~While on duty, Centennial BOCES personnel shall not sell tickets or solicit contributions for any external agency or charity unless they have the prior approval of the Executive Director or designee.~~

~~The distribution of commercial handbills, cards, or other handouts on CBOCES property is prohibited.~~

~~The CBOCES name shall not be used in any testimonial or advertisement in support of a commercial for profit product or enterprise without approval of the Board of Directors.~~

~~The CBOCES shall not allow solicitation of students or employees in any manner which is disruptive to the educational program or the operation of Centennial BOCES activities and functions, or in any manner which presents a health or safety hazard.~~

~~No solicitation on CBOCES property shall be allowed except in compliance with this policy and with prior approval of the Executive Director or designee.~~

LEGAL REF.: C.R.S. 22-5-108 (1)(f) board power to exclude immoral or pernicious materials and books

Revised:

Reviewed: CASB 2005

Adopted: June 16, 1998

Centennial BOCES

## **DISTRIBUTION/POSTING OF NONCURRICULAR MATERIALS**

### **Approval**

Any group, organization, corporation, individual, club, society or association (hereafter referred to as "person" or "persons") that wishes to distribute any printed noncurricular material in any Centennial BOCES school or building or on Centennial BOCES property must submit the material to the executive director for approval a minimum of 48 hours prior to the proposed distribution. The executive director or designee may approve distribution or posting in accordance with this regulation and the accompanying policy, unless the executive director or designee determines the material is "unacceptable" as defined in the accompanying policy.

### **Appeal**

Any person or persons who are denied approval for distribution or posting of printed noncurricular materials may appeal the decision to the Board. The appeal process will be as follows:

1. Within 10 days after the executive director's or designee's action, written notice must be served by the aggrieved party or parties on the executive director, requesting a hearing before the Board.
2. The executive director will schedule the hearing, which generally will be held within 30 days of the filing of a request for a hearing.
3. After providing the aggrieved party or parties an opportunity to be heard, the Board shall render a decision which shall be final.

### **Regulations**

1. Place  
Approved distribution/posting of printed noncurricular materials must be made at places within Centennial BOCES or on Centennial BOCES grounds as designated by the executive director except that in no event may such materials be distributed in any classroom of any building then being occupied by a regularly-scheduled class.
2. Time  
Distribution may be made one-half hour before the school day and/or during regularly scheduled lunch periods and/or 15 minutes after the end of the school day. Any other times during the school day are considered to be disruptive of Centennial BOCES's educational activities and programs.
3. Littering  
All distributed/posted items discarded in any Centennial BOCES building or on Centennial BOCES grounds must be removed by the persons distributing or posting such materials.
4. Distributors  
Students may not be used as the agents for distribution of materials without the written consent of the student's parent or guardian.
5. Manner  
No student may in any way be compelled or coerced to accept any materials being distributed by any person distributing such materials or by any Centennial BOCES official. In the alternative, no Centennial BOCES official or student may interfere with the distribution of approved materials.

Violation of any of these regulations or accompanying policy will be sufficient cause for denial of the privilege to distribute or post materials at future dates, subject to the right of appeal as stated above.

Approved:  
Centennial BOCES



## **VISITORS TO CENTENNIAL BOCES OFFICES AND SCHOOLS AND PROGRAMS**

Centennial BOCES will make reasonable efforts to accommodate requests to visit Centennial BOCES schools and educational programs, yet also recognizes concerns for the welfare of students. Therefore, Centennial BOCES limits visitors to:

1. Parents/guardians of current students;
2. Other family members of current students who are approved by the student's parent/guardian; and
3. Other persons invited by Centennial BOCES for official business purposes.

To ensure visitors do not disrupt the educational process or other Centennial BOCES operations and that no unauthorized persons enter Centennial BOCES buildings, all visitors shall report to the administrative office immediately when entering a Centennial BOCES school or building. Authorized visitors may: (1) be required to sign in and out; (2) be given name-tags to wear identifying themselves as visitors; and (3) be accompanied by a Centennial BOCES employee for some or all of the visit. Centennial BOCES administrators may approve additional building procedures pertaining to visitors to preserve a proper and safe learning environment.

Unauthorized persons shall not loiter on Centennial BOCES property at any time. Law enforcement authorities may be called to enforce this policy provision.

Visiting Centennial BOCES is a privilege, not a right, which may be limited, denied or revoked by a Centennial BOCES administrator or designee based on considerations of student and/or staff safety, efficient Centennial BOCES operations, maintenance of a proper educational environment, or failure to comply with this policy.

~~The Board of Directors encourages parents/guardians and other citizens of the Centennial BOCES to visit classrooms, activities and functions at any time to observe the work of the CBOCES/offices/schools. The Board believes that there is no better way for the public to learn what the CBOCES/schools actually are doing.~~

~~In order to ensure that no unauthorized persons enter buildings with wrongful intent, all visitors to the CBOCES offices/schools shall report to the school or office when entering, show proper identification, and reason for being at the school/office.~~

~~To promote the general health, welfare, and well being of all who enter CBOCES property, and pursuant to state law, smoking, chewing, or any use of tobacco products by staff, students, or visitors is prohibited on all CBOCES property.~~

~~The CBOCES shall notify the public in an appropriate manner that persons violating the criminal law by using, selling, or distributing any controlled substance on CBOCES school grounds, on school buses transporting students, or within 1,000 feet of the perimeter of the school grounds shall be subject to enhanced criminal penalties.~~

LEGAL REFS.:      C.R.S. 18-9-109 interference with school staff or students  
                         C.R.S. 18-9-110 trespass, interference at or in public buildings  
                         C.R.S. 18-9-112 definition of loitering  
                         C.R.S. 18-9-117 unlawful conduct on public property  
                         C.R.S. 18-12-105.5 unlawful possession of weapons on school property  
                         C.R.S. 18-18-407 (2)

~~C.R.S. 22-32-109.1(7) (open school policy is a required part of school safety plan)~~

CROSS REFS.:      ADC, Tobacco-Free Schools  
                         ECA/ECAB, Security/Access to Buildings  
                         KFA, Public Conduct on Centennial BOCES Property

Revised:

Revised: CASB 2005

Adopted: December 14, 2000

Centennial BOCES

**This policy is recommended for deletion as unnecessary. RELATIONS WITH  
STATE AGENCIES**

~~To enhance the safety and security of students, staff, and community, a cooperative and proactive effort shall be maintained between the officials of the Centennial BOCES and state agencies.~~

~~The Board of Directors shall cooperate, and to the extent possible, develop written agreements with law enforcement officials, the juvenile justice system, and social services, as allowed under state and federal law, to keep each office/school environment safe.~~

~~This cooperative and proactive effort shall pursue the following primary objectives:~~

- ~~1. Development and periodic review of crisis prevention and management plans and safe school plans.~~
- ~~2. Assessment of CBOCES and building security, safety, and violence prevention policies and procedures.~~
- ~~3. Development of guidelines for how and when to contact state agencies and what support the CBOCES shall provide to aid in the effectiveness of the state agency.~~
- ~~4. Protection of the civil rights of all individuals.~~

~~LEGAL REFS.: C.R.S. 22-32-109.1 (2)(b)(3) (agreements with state agencies)~~

~~Reviewed: CASB 2005~~

~~Adopted: December 14, 2000~~

~~Centennial BOCES~~

**This policy is recommended for deletion as it is not applicable. RELATIONS WITH CHARTER SCHOOLS**

~~The Board of Directors supports efforts by parents/guardians, teachers or other persons or organizations interested in establishing charter schools within the Centennial BOCES. In accordance with state law, charter schools are intended to:~~

- ~~• Expand learning opportunities for all students~~
- ~~• Encourage diverse approaches to learning through the use of different, proven, or innovative teaching methods~~
- ~~• Provide parents/guardians and students with expanded choices in the types of educational opportunities that are available within the public school system~~
- ~~• Encourage parental and community involvement with public schools~~

~~A charter school shall be a public, nonsectarian, nonreligious, non-home based school which operates within the CBOCES and is accountable to the Board of Directors. It is subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services. A charter school has standing to sue and be sued in its own name for the enforcement of any contract it is authorized by law to enter into.~~

~~The majority of the charter school's students must reside in the school district or in contiguous school districts. Enrollment shall be open to any child who resides within the CBOCES participating school districts or in contiguous school districts and who meets the criteria in the charter application. Students participating in any on-line program offered by the charter school are not required to reside in the CBOCES participating school districts or contiguous districts. There shall be no restriction on the number of on-line students who may enroll in any on-line program offered by the charter school. No charter school shall be required to make alterations in the structure of its facility or the arrangement or function of rooms within the facility except as may be required by state or federal law. A charter school shall not charge tuition except as otherwise provided by law.~~

~~Each charter school shall be governed by its own governing body in a manner agreed to by the charter school applicant and the Board. An approved charter application shall serve as the basis for a contract between the charter school and the CBOCES. The contract shall reflect all agreements between the CBOCES and the charter school including the waiver of local district policies and the waiver of statutory requirements or rules by the State Board of Education.~~

~~A charter school shall be responsible for its own operation including but not limited to preparation of a budget, contracting for services, and personnel matters. Services for which a charter school contracts with the CBOCES shall be negotiated and provided at CBOCES cost. No rent shall be charged for use of CBOCES facilities which may be available for the charter school. Any moneys received by a charter school from any source that remain at the end of any budget year shall remain in the charter school account for use by the charter school in subsequent years.~~

~~A charter school may offer any educational program that may be offered by a school district, including an on-line program, unless expressly prohibited by its charter or by state law. Each~~

~~charter school shall have an educational program designed to enable students to meet or exceed state and district content standards.~~

~~A charter school shall begin in the fall following the date the application is approved, unless another starting time is agreed upon by the Board and the applicant.~~

~~The period for which a new charter may be approved is a minimum of three academic years and a maximum of five academic years except that a charter school and the Board may agree to extend the charter beyond five years for the purpose of enhancing the terms of any lease or financial obligations. Renewal of a charter shall be for a period of not more than five years.~~

LEGAL REFS.: ——— ~~C.R.S. 22 30.5 101 et seq. (Charter Schools Act)~~  
~~C.R.S. 22 32 124 (Pursuant to section 104 of the Charter School Act, all decisions regarding the planning, selecting, and inspection of charter schools shall be made in accordance with the same statute that applies to school districts)~~

Reviewed: CASB 2005  
Centennial BOCES

**This regulation is recommended for deletion as it is not applicable. RELATIONS  
WITH CHARTER SCHOOLS**

**A. Establishment of a Charter School**

**Review by district accountability committee**

~~Prior to submission of an application to the Board, the charter school applicant must submit the application to the CBOCES accountability committee for review and comment. The committee shall include one person, who need not reside in the CBOCES participating districts, with knowledge of charter schools, and one parent of a student in the CBOCES participating districts. The parent must be a charter school parent if the CBOCES has a charter school(s). The accountability committee will have \_\_\_\_\_ days to review the proposal.~~

**Prerequisite for filing application**

~~A charter school applicant must demonstrate that a majority of the charter school's pupils will reside in the chartering CBOCES' school districts or in contiguous school districts in order to apply for or be granted a charter.~~

**Date for submission of application**

~~To allow sufficient time for an approved charter school to begin operations at the beginning of the next academic school year, the application must be officially submitted to the Board or its designee by October 1; however, the Board and the applicant may mutually waive this deadline. (Note: If the date for submitting applications is changed, the Board must notify each charter applicant of the change by certified letter.)~~

~~Prior to submission of a formal application, persons preparing applications may submit a preliminary draft of the application to the Board or its designee for review and comment prior to formal submission~~

~~An administrative team will be designated to provide information to an applicant about matters subject to negotiation between the applicant and the CBOCES and to begin the negotiation process.~~

**Contents of the application**

~~In accordance with law, the approved charter school application will be the basis for a contract between the CBOCES and the charter school and will include:~~

**1. Cover page**

~~Provide the name of the applicant(s) and the name, address, and phone number of a contact person.~~

**2. Purpose**

~~State the purpose for this charter school including a geographic description of the area of intended service. Provide evidence that an adequate number of parents/guardians, teachers and students support the formation of the proposed charter school. This evidence shall be shown in aggregate (by grade level and school), without personal identifying information.~~

3. Mission and goals

~~Provide a copy of the mission statement of the charter school including the process used to develop this statement. The mission statement of the proposed charter school must be consistent with the declared purposes set forth in the law.~~

~~State the proposed three year goals for the school including timelines. The applicant also should describe the process used to identify the goals.~~

4. Student achievement and curriculum

~~Describe the charter school's educational program and the student performance standards to be achieved by the proposed school. Standards must meet or exceed any content standards adopted by the CBOCES.~~

~~Detail the plan for academic accountability.~~

~~Provide a description of the curriculum to be used in the school. It should list the objectives and means of measuring student performance for each subject and each grade level.~~

~~Present a description of the charter school's plan for evaluating student performance including types of assessment that will be used to measure student progress toward achievement of such standards and procedures for taking corrective action in the event that student performance at the charter school falls below such standards.~~

~~Describe any objectives and means for increasing the educational opportunities for "at risk" students, meaning those students who because of physical, emotional, socioeconomic or cultural factors are less likely to succeed in school.~~

5. Criteria for enrollment decisions

~~Describe the enrollment policy and the criteria for enrollment decisions including a description of the proposed school's plan to include academically low achieving students and to promote diversity and the plans for educational programs for exceptional students as well as students with special needs.~~

6. Governance and decision making

~~Describe the governing body. This should include a detailed description of the relationship between the proposed school and the CBOCES.~~

~~Describe the types and extent of parental and community involvement in the operation of the proposed school. Provide information on how the charter school will be accountable to the public. Specifically include how the following areas will be addressed:~~

~~a. Provisions for a representative school accountability committee.~~

~~b. Development of an annual school improvement plan with supporting profile information.~~

~~c. Representation on the district accountability committee.~~

~~d. Reporting procedures to the Board and school community.~~

~~7. Employment plan and practices~~

~~Describe the employment policies of the school including a description of the qualifications for licensed and classified employees, employee compensation schedule, recruitment and selection procedures, plan for resolving employee relation problems, and a description of the relationship that will exist between the charter school and its employees including evidence that the terms and conditions of employment have been addressed with affected employees and their recognized representatives.~~

~~If applicable, i.e., taking over a current school, include a plan for the displacement of students, teachers, and other employees who will not attend or be employed in the charter school.~~

~~8. Financial data, facilities and transportation~~

~~Provide necessary evidence that the plan for the charter school is economically sound for both the charter school and the CBOCES.~~

~~Include a proposed budget for the term of the charter and a description of the manner in which an annual audit of the financial and administrative operations of the charter school, including any services purchased from the CBOCES, is to be conducted. A student fee schedule should be included in addition to a proposed schedule of cash flow.~~

~~Detail the plan for fiscal accountability.~~

~~Describe the services the charter school plans to purchase from the CBOCES.~~

~~Provide a detailed summary of all insurance coverage. The legal liability issues must be fully addressed in the contract.~~

~~Describe the facilities to be used and the way they will be obtained and maintained. Include any contracted services and the proposed contractor.~~

~~Describe the proposed student transportation system including the contract if services will be provided by a second party. If transportation is to be provided by the charter school, include a plan for addressing the transportation needs of low income and academically low achieving students.~~

~~9. Requested waivers~~

~~List the local district policies for which waivers are requested. Include the reasons for each request.~~

~~List the state laws and regulations for which waivers are requested. Include the reasons for each request.~~

~~10. Additional information~~

~~Provide any additional information that might be helpful in supporting this request to establish a charter school.~~

**Submission procedures**

~~No application fee will be charged by the Board.~~



~~The applicant must provide two original copies of the completed application printed single-sided on white paper, not stapled.~~

~~Applications will be accepted prior to October 1 for schools beginning in August. Applications are to be submitted to \_\_\_\_\_.~~

### **Incomplete application**

~~If the application is incomplete, the Board will request additional information from the applicant. The parties may mutually agree to waive any deadlines during the application process, including extending the deadline for Board consideration of the application.~~

### **Public meetings**

~~After giving reasonable notice, the Board will schedule and hold community meetings in the affected areas or the entire district to obtain information to assist the Board to make a decision about the charter school application.~~

~~All persons or groups who have an interest in the approval or denial of the charter school application must present their comments or concerns to the Board in writing in a timely manner or in testimony during a public meeting on the charter application to preserve a right to appeal the Board's decision on the charter application.~~

### **Decision on the charter application**

~~The Board will make a decision by resolution on the charter school application either in a regular or special meeting within 60 days after receipt of the official application unless the parties have mutually agreed in writing to extend this deadline. A new charter may be approved for a period of at least three academic years but no more than five academic years. A charter may not be approved unless a majority of the charter school's pupils will reside in the chartering school district or in contiguous school districts.~~

~~If the application is denied, the Board will set forth in writing the grounds for denial. If the application is granted, the Board will send a copy of the approved charter to the Colorado department of Education within 15 days.~~

### **Appeal process**

~~The applicant may appeal the denial of its application or the imposition of conditions it finds unacceptable by filing a notice of appeal to the State Board of Education and the Board within 30 days of the Board's initial decision. Within 60 days, the State Board of Education will issue written instructions and recommendations to the Board. The Board will reconsider its initial decision and make a final decision within 30 days. If the final decision is still to deny the application, the applicant may file a second notice of appeal with the State Board of Education.~~

### **Facilitation**

~~In lieu of filing an appeal to the State Board of Education, the parties may agree to facilitation by filing a notice of facilitation with the State Board of Education within 30 days of the Board's initial decision. The parties may continue in facilitation as long as they agree to do so. After a seven-day cooling-off period, if one party rejects facilitation, the Board will reconsider its initial action and make a final decision. The applicant has 30 days from the final decision to appeal to the State Board of Education.~~

## **~~B. Renewal of a charter~~**

~~The governing body of a charter school shall submit a renewal application to the Board of Directors no later than December 1 of the year prior to the year in which the charter expires. The Board of Education shall rule by resolution on the renewal application no later than February 1 of the year in which the charter expires or by a mutually agreed upon date.~~

~~Renewal of a charter shall not be for a period of more than five years. The renewal application must contain a complete report on the progress of the school in achieving the goals, objectives, student performance standards, content standards and other terms of the initial application.~~

~~The renewal application also must include a financial statement that discloses the costs of administration, instruction, and other spending categories for the school.~~

~~A charter may not be renewed upon a determination by the Board that it is not in the best interests of students residing within the CBOCES participating districts to continue the operation of the charter school.~~

## **~~C. Revocation of a charter~~**

~~A charter may be revoked or not renewed by the Board if the Board determines following a hearing that the charter school did any of the following:~~

- ~~1. Committed a material violation of any of the conditions, standards or procedures in the application~~
- ~~2. Failed to meet or make reasonable progress towards achievement of student performance standards~~
- ~~3. Failed to meet generally accepted standards of fiscal management~~
- ~~4. Violated any provision of law from which the charter school is not specifically exempt.~~

~~If the Board revokes or does not renew a charter, the Board will state its reasons for doing so.~~

## **~~D. Waivers~~**

~~A waiver of state or local district regulations is for the term of the charter.~~

### **~~Waiver of receipt of funds~~**

~~The Board shall not grant any waiver to forego receipt of any amount of operational or capital construction funds provided to the charter school under state or federal law.~~

### **~~Request for waiver of state statute or regulation~~**

~~Within ten days after the contract between the charter school and the Board of Directors is approved by the Board, any request for release from state statutes or regulations shall be delivered by the Board to the State Board of Education. If the State Board of Education grants the request, it will notify the local Board and the charter school of its decision. If the State Board of Education denies the request, it will notify the local Board and the charter~~

~~school in writing that the request is denied and specify the reasons for denial. If notification is not received within 45 days (or 90 days if the State Board of Education has extended the time for review of the request), the request shall be deemed by state law to be granted.~~

**~~Review of waiver~~**

~~A waiver of state statutes or regulations by the State Board of Education is subject to review every two years and may be revoked if it is deemed no longer necessary.~~

Reviewed: CASB 2005  
Centennial BOCES

**This policy is recommended for deletion as it is not applicable. FACILITIES  
PLANNING AND FUNDING FOR CHARTER SCHOOLS**

**Planning**

~~CBOCES charter schools shall be invited to participate in the CBOCES facilities planning process on the same basis as any other school in the CBOCES. To be considered during the facilities planning process, the charter school shall submit a capital construction plan to the Board as provided in state law. The Board will prioritize the charter school's request in relation to the capital construction needs of the entire CBOCES and inform the charter school of its status. The Board has discretion when reviewing the request, as provided in state law.~~

**New charter school needs**

~~Any assistance provided by the CBOCES to enable a new charter school to meet its short and long term facilities needs shall be addressed in the charter contract.~~

**Waiver of receipt of funds**

~~The Board shall not grant any waiver to forego receipt of any amount of capital construction funds provided to the charter school under state or federal law.~~

~~LEGAL REF.: C.R.S. 22-30.5-401 et seq. (Charter School Capital Facilities Financing Act)~~

~~Reviewed: CASB 2005  
Centennial BOCES~~

## **RELATIONS WITH EDUCATION RESEARCH AGENCIES**

Centennial BOCES recognizes that requests will be made on occasion by non-BOCES personnel and/or agencies to conduct research projects in Centennial BOCES school(s) or educational programs that have educational and social benefit.

However, because such projects invariably involve Centennial BOCES personnel and interrupt 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 a research testing review committee in accordance with this policy and accompanying regulation to determine if permission shall be granted.

If research by non-BOCES 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 parents/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-BOCES personnel shall be kept private and respected in all cases.

Any survey, analysis or evaluation of students shall be consistent with Centennial BOCES policy and applicable law.

Adopted:  
Centennial BOCES

**RELATIONS WITH EDUCATION RESEARCH AGENCIES**  
**(RESEARCH TESTING GUIDELINES)**

1. The executive director will appoint a research testing review committee to review research requests initiated from graduate students, professional groups or individual professionals (including Centennial BOCES employees working on a non-BOCES project) who wish to conduct research testing involving students enrolled in Centennial BOCES schools or programs. The committee will have a membership which will include one or more Centennial BOCES employees, a licensed psychologist (who may be a Centennial BOCES employee) who is a member of the American Psychological Association, and a parent/guardian of a student attending a Centennial BOCES school or program. A committee member may not participate in reviewing a request for which the member is a sponsor or researcher.
2. A written proposal for permission to do research testing will first be submitted to the executive director for a review of the proposal's feasibility and appropriateness. If the executive director believes the proposal may be feasible and appropriate, the request shall be submitted to the committee.
3. Depending upon the volume of requests, the committee may find it advisable to decline to review proposals from certain categories of researchers (i.e., graduate students, undergraduate students). The committee will be provided with such information as it deems necessary, including information on current research standards applicable to the project.
4. The committee will judge the merit of written requests for testing with attention being given to the following areas:
  - a. Scientific soundness of the project; that is, how likely it is to produce valuable information relative to student class time.
  - b. Procedures to ensure anonymity.
  - c. Soundness of stated purpose and methods.
  - d. Benefits of the resulting information.
  - e. Evaluation of possible risk to students.
  - f. Examination of parent/guardian consent forms and student consent forms when applicable. Consent of the parent/guardian will be obtained for all research with students not conducted or contracted for by Centennial BOCES employees unless the research consists merely of observing unidentified students engaged in their normal activity. Student consent will be sought when appropriate and/or legally required.
  - g. A clearly written statement appropriate for parents/guardians which explains:
    - (1) The project's purpose.
    - (2) How the student was selected.
    - (3) General procedures to be followed.
    - (4) Anticipated benefits for general knowledge, the student and Centennial BOCES.
    - (5) Whether students will be personally identifiable and to whom.
    - (6) To whom results will be available.
    - (7) The right of parents/guardians to inspect testing materials before consenting.
    - (8) Researcher's name, address and telephone number and professional affiliations.
    - (9) Any identifiable risks to participating students.
    - (10) How the student may opt out of the research.
    - (11) Post-research follow-up procedures.
    - (12) That Centennial BOCES is neither conducting nor sponsoring the project.
5. The committee will make a recommendation to the executive director who will make the final decision about the research project.

Adopted:  
Centennial BOCES

**MEMORANDUM**

**TO:** Centennial BOCES Board of Directors

**FROM:** Dr. Randy Zila, Executive Director

**DATE:** January 18, 2018

**SUBJECT: Designated Public Notice Location for 2018 Board of Director Meetings**

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***Background Information***

C.R.S. 24-6-402 (2)(c) requires that the public place or places for posting notices of the meeting of the Centennial BOCES Board of Directors be designated annually at the Board's first regular meeting of each calendar year.

In compliance with statute, the designated location for posting notice of Centennial BOCES Board meetings shall be in the reception area of the office building at 2020 Clubhouse Drive, Greeley, Colorado and on the CBOCES website at [www.cboces.org](http://www.cboces.org)

**MEMORANDUM**

**TO:** Centennial BOCES Board of Directors

**FROM:** Dr. Randy Zila, Executive Director

**DATE:** January 18, 2018

**SUBJECT: Reports/Discussion**

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***Background Information***

- 5.1 Superintendents' Advisory Council Report – Dr. Glenn McClain
- 5.2 Financial Reports - Mr. Terry Buswell
  - a. Board Notes for Financial Reports
  - b. Investment Report A
  - c. Cash Flow Analysis Report B
  - d. Cash Flow Chart C
  - e. Financial Summary Report
  - f. Detailed Expense Report
- 5.3 Directors' Reports
  - a. Dr. Randy Zila, Administration
  - b. Mr. Terry Buswell, Business Services/Human Resources/Technology Departments
  - c. Dr. Mary Ellen Good, Federal Programs Department
  - d. Mr. Mark Rangel, Innovative Education Services Department
  - e. Ms. Jocelyn Walters, Special Education Department

***Recommended Action***

Reports only – no action required



## **January 18, 2018 Board Notes for the Investment and Financial Reports**

The one page investment report (Page A) reflects the interest earned for the first six months of the 2017-18 fiscal year at \$12,623.45. This represents a positive budget variance for the year of \$9,623.45. The December 31, 2017 balances for Centennial BOCES bank and investment accounts are also listed on the report.

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The next two reports reflect the Cash Flow Analysis (Page B) and Cash Flow Chart (Page C) for the 18 month period of July 1, 2016 – December 31, 2017. The cash flow chart continues to show a similar pattern between 2016-17 and 2017-18.

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The two financial reports represent July 2017 – December 2017 year to date. This represents 50.0% of the fiscal year. Page one of the two page summary shows the non-grant totals for 2017-18 at 40.2% spent compared to 41.2% spent for 2016-17. Page two of the summary shows the grant totals and the combined totals. Grant totals for 2017-18 are at 41.4% spent compared to 32.2% spent for 2016-17. The year-to-date combined totals for the six months of 2017-18 are at 40.7% spent compared to 37.4% spent for 2016-17. The projected fund balance is noted at the bottom of page two, including the audited Ending Fund Balance for 2016-17.

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The second report contains the expenses by project and is detailed by the major object groups. The information presented in the 11 page report is the same per project expense amounts as those on the two page summary report.

Beginning with Administration on page two, expenses for 2017-18 are slightly lower as a percentage compared to 2016-17 (42.6% versus 43.1%). The primary difference is in Project 101 Administration/Operations which is at 56.4% compared to 58.0% for the previous year.

Technology, pages 3-4, as a total is higher as a percentage compared to last year (55.7% versus 53.9%). One factor is Project 205 Student Information Services which is running 4.2% higher through the first six months due to the costs associated with the Infinite Campus software. The renewal payments for the software are made during July of each year.

Special Education department, pages 5-7, show spending as a percentage of the budget is running slightly lower in 2017-18 at 44.9% compared to 50.8% for 2016-17. Project 508 Out of District Placement is lower as a percentage than the previous year (44.8% versus 61.9%). The difference is based on a significantly larger budget in the current year. Another difference is in Project 509 SWAP, which is lower due to not encumbering the state matching payments this year as compared to last year. Many projects are trending close to last year's amounts.

Innovative Education Services, pages 8-9, show spending percentages for 2017-18 are slightly lower than 2016-17 at 38.2% compared to 37.4%. One factor is Project 616 Alternative Licensure Program. The overall costs year-to date for Project 616 are at 38.2% compared to 33.2%.

The final section of the report contains Federal Programs, pages 10-11. Expenses as a percentage for 2017-18 are 40.3% compared with 26.0% for 2016-17. The biggest difference is in Project Title I, which is running 40% higher than last year - district reimbursement requests have been received sooner this year. As previously noted, Federal Program Title projects generally run lower during the first part of the year as the final allocations are confirmed from CDE.

At the bottom of page 11 are the grand total amounts – 42.7% committed for 2017-18 compared to 41.0% committed for 2016-17. These percentages are higher than the two page summary report due to the inclusion of the encumbrances in the percentage totals. The budget year is 50.0% completed as of December 31.

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**CENTENNIAL BOCES**

Investment Report as of December 31, 2017

<u>Investment Name</u>	<u>Description</u>	<u>Bank Balance</u>	<u>Book Balance</u>
Colotrust - Equity Savings	Investment Pool Keenesburg RE-3 Equity, including interest	51,566.24	51,566.24
Colotrust - CBOCES	Investment Pool G/F	1,745,212.72	1,745,212.72
Colotrust - CBOCES	Security Deposit	1,025.70	1,025.70
Colotrust - CBOCES	Health / Dental Insurance	113,194.37	113,194.37
Bank of Colorado Savings	Savings Account	16,082.73	16,082.73
Bank of Colorado Checking	CBOCES Checking Account	371,675.86	274,045.57
Bank of Colorado Checking	eNet Colorado Checking	6,041.78	6,041.78
Total Investment Balance:		<u>\$ 2,304,799.40</u>	<u>\$ 2,207,169.11</u>

<u>Interest Earnings</u>	<u>Description</u>	<u>Bank Balance</u>	<u>Book Balance</u>
Colotrust Interest	Investment Pool - Regular Account	11,577.27	11,577.27
Colotrust Equity Interest	Investment Pool - Equity Account	324.26	324.26
Colotrust Interest	Investment Pool - Security	6.43	6.43
Colotrust Health/Dental Interest	Investment Pool - Health/Dental	711.87	711.87
Bank of Colorado	Savings Account	3.62	3.62
Total Interest Earned:		<u>\$ 12,623.45</u>	<u>\$ 12,623.45</u>
Budgeted:		\$ 6,000.00	Y-T-D: \$ 3,000.00
Year To Date Variance:			\$ 9,623.45

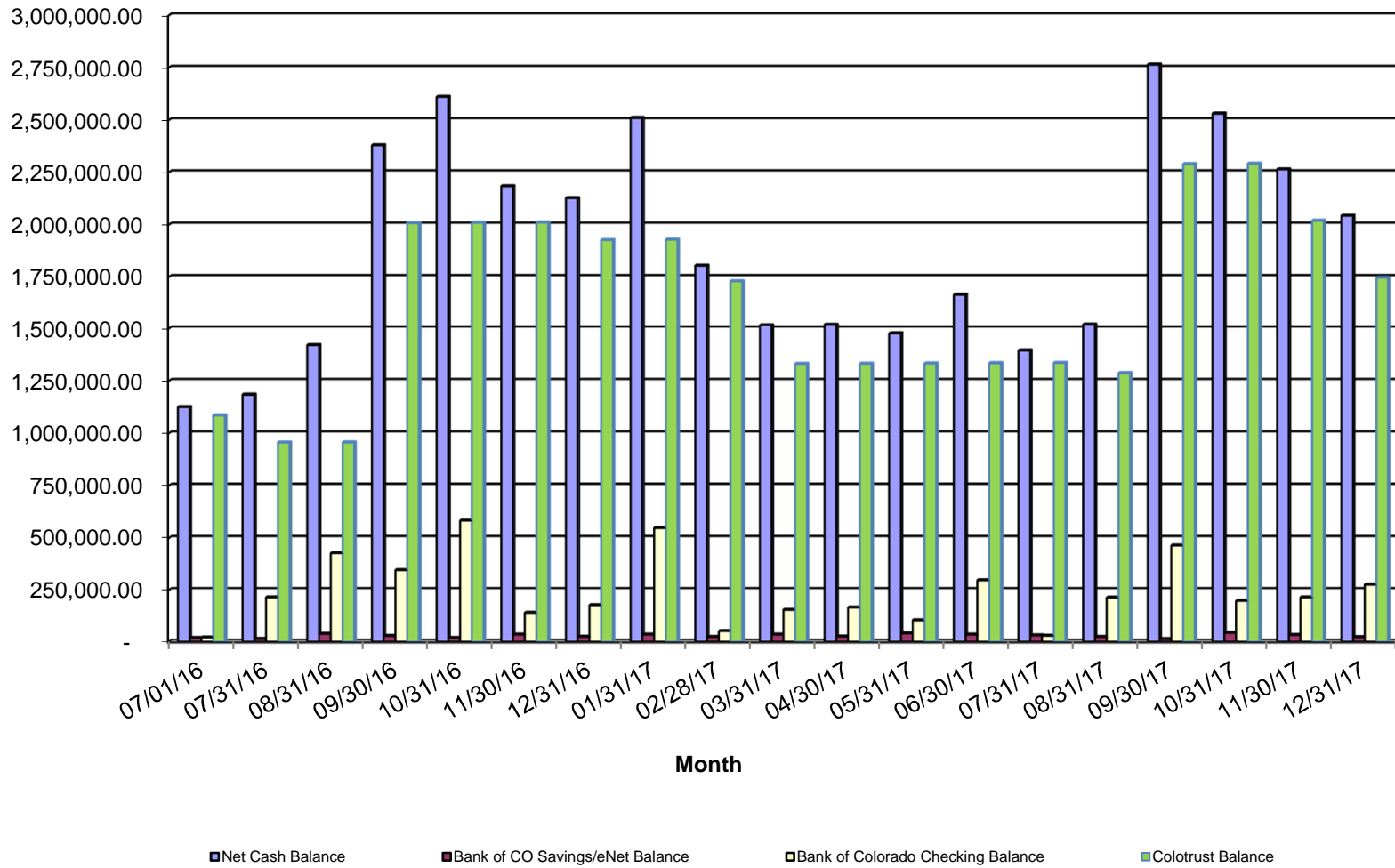
**CENTENNIAL BOCES**  
**Cash Flow Analysis for 2016-17 & 2017-18**  
**As of December 31, 2017**

**Bank Balance and Book Balance are the same ending periods reported to the board. The difference in ending balances from bank balance and book balance are the outstanding checks each month. The difference in Interest Earned/Deposits balances from bank balance and book balance are voided checks each month.**

	<b>Balance</b> Colotrust G/F	<b>Balance</b> Bank of Colorado Savings / eNet Acct.	<b>Bank Balance</b> Bank of CO Checking Bank Statement	<b>Book Balance</b> Bank of CO Checking Checks Written	<b>Net Balance</b> Colotrust / Bank of CO and Book Balance
<b>July 1, 2016 End Balance</b>	1,084,691.13	18,809.56	209,274.58	20,700.98	<b>1,124,201.67</b>
Interest Earned/Deposits	524.58	5,741.28	896,950.17	869,950.17	
Transfers out or Expenses	(130,000.00)	(10,397.05)	(702,559.30)	(676,771.81)	
<b>July 31, 2016 End Balance</b>	955,215.71	14,153.79	403,665.45	213,879.34	<b>1,183,248.84</b>
Interest Earned/Deposits	562.52	44,835.99	1,086,693.03	1,086,693.03	
Transfers out or Expenses	-	(20,897.05)	(934,529.13)	(874,577.20)	
<b>August 31, 2016 End Balance</b>	955,778.23	38,092.73	555,829.35	425,995.17	<b>1,419,866.13</b>
Interest Earned/Deposits	1,050,976.44	1.57	1,703,301.41	1,703,301.41	
Transfers out or Expenses	-	(10,551.16)	(1,781,068.46)	(1,784,930.74)	
<b>Sept 30, 2016 End Balance</b>	2,006,754.67	27,543.14	478,062.30	344,365.84	<b>2,378,663.65</b>
Interest Earned/Deposits	1,386.42	1,675.00	965,576.35	965,576.35	
Transfers out or Expenses	-	(10,778.79)	(783,158.11)	(726,923.61)	
<b>Oct 31, 2016 End Balance</b>	2,008,141.09	18,439.35	660,480.54	583,018.58	<b>2,609,599.02</b>
Interest Earned/Deposits	1,373.93	26,577.50	536,096.56	536,096.56	
Transfers out or Expenses	-	(10,529.97)	(874,383.04)	(980,150.67)	
<b>Nov 30, 2016 End Balance</b>	2,009,515.02	34,486.88	322,194.06	138,964.47	<b>2,182,966.37</b>
Interest Earned/Deposits	1,462.21	227.25	831,596.62	831,596.56	
Transfers out or Expenses	(85,000.00)	(10,485.40)	(930,505.12)	(794,803.99)	
<b>Dec 31, 2016 End Balance</b>	1,925,977.23	24,228.73	223,285.56	175,757.04	<b>2,125,963.00</b>
Interest Earned/Deposits	1,496.41	20,225.00	1,374,701.35	1,374,701.35	
Transfers out or Expenses	-	(10,475.66)	(975,093.19)	(1,002,751.74)	
<b>Jan 31, 2017 End Balance</b>	1,927,473.64	33,978.07	622,893.72	547,706.65	<b>2,509,158.36</b>
Interest Earned/Deposits	1,342.41	-	439,481.50	439,481.50	
Transfers out or Expenses	(200,000.00)	(10,472.64)	(919,904.21)	(936,359.42)	
<b>Feb 28, 2017 End Balance</b>	1,728,816.05	23,505.43	142,471.01	50,828.73	<b>1,803,150.21</b>
Interest Earned/Deposits	1,353.22	20,962.21	1,006,070.62	1,006,070.62	
Transfers out or Expenses	(400,000.00)	(10,521.30)	(837,691.18)	(903,167.55)	
<b>March 31, 2017 End Balance</b>	1,330,169.27	33,946.34	310,850.45	153,731.80	<b>1,517,847.41</b>
Interest Earned/Deposits	1,099.70	1,641.25	1,004,549.27	1,004,549.27	
Transfers out or Expenses	-	(10,467.00)	(806,446.71)	(993,687.66)	
<b>April 30, 2017 End Balance</b>	1,331,268.97	25,120.59	508,953.01	164,593.41	<b>1,520,982.97</b>
Interest Earned/Deposits	1,175.22	25,825.00	890,712.04	890,712.04	
Transfers out or Expenses	-	(10,499.11)	(1,069,762.60)	(952,382.74)	
<b>May 31, 2017 End Balance</b>	1,332,444.19	40,446.48	329,902.45	102,922.71	<b>1,475,813.38</b>
Interest Earned/Deposits	1,191.26	4,442.56	1,157,697.02	1,157,697.02	
Transfers out or Expenses	-	(10,573.53)	(958,940.20)	(964,969.15)	
<b>June 30, 2017 End Balance</b>	1,333,635.45	34,315.51	528,659.27	295,650.58	<b>1,663,601.54</b>
Interest Earned/Deposits	1,303.04	21,637.87	431,496.82	431,496.82	
Transfers out or Expenses	-	(25,397.05)	(788,581.14)	(698,603.85)	
<b>July 31, 2017 End Balance</b>	1,334,938.49	30,556.33	171,574.95	28,543.55	<b>1,394,038.37</b>
Interest Earned/Deposits	1,359.38	2,732.37	1,087,808.61	1,087,808.61	
Transfers out or Expenses	(50,000.00)	(10,397.05)	(796,090.63)	(904,148.80)	
<b>August 31, 2017 End Balance</b>	1,286,297.87	22,891.65	463,292.93	212,203.36	<b>1,521,392.88</b>
Interest Earned/Deposits	1,001,850.56	154.89	2,008,571.39	2,008,571.39	
Transfers out or Expenses	-	(10,397.05)	(1,897,753.33)	(1,755,459.23)	
<b>Sept 30, 2017 End Balance</b>	2,288,148.43	12,649.49	574,110.99	465,315.52	<b>2,766,113.44</b>
Interest Earned/Deposits	2,453.15	40,000.00	566,257.20	566,257.20	
Transfers out or Expenses	-	(10,022.91)	(852,669.91)	(835,157.55)	
<b>Oct 31, 2017 End Balance</b>	2,290,601.58	42,626.58	287,698.28	196,415.17	<b>2,529,643.33</b>
Interest Earned/Deposits	2,399.35	-	1,123,716.19	1,123,716.19	
Transfers out or Expenses	(275,000.00)	(10,242.30)	(1,026,758.34)	(1,106,869.07)	
<b>Nov 30, 2017 End Balance</b>	2,018,000.93	32,384.28	384,656.13	213,262.29	<b>2,263,647.50</b>
Interest Earned/Deposits	2,211.79	5,227.25	1,033,687.58	1,033,687.58	
Transfers out or Expenses	(275,000.00)	(15,487.02)	(1,046,667.85)	(972,904.30)	
<b>Dec 31, 2017 End Balance</b>	1,745,212.72	22,124.51	371,675.86	274,045.57	<b>2,041,382.80</b>

**Centennial BOCES**  
**Cash Flow Chart 07/01/2016 - 12/31/2017**  
**Fiscal Years 2016-17 & 2017-18**

Dollar Amount



**CENTENNIAL BOARD OF COOPERATIVE EDUCATIONAL SERVICES**  
**JULY 1, 2017 - DECEMBER 31, 2017**  
**With Comparative Amounts for the Month Ended December 31, 2016**

50% of Budget Year Completed		JULY 1, 2017 - JUNE 30, 2018 FISCAL							JULY 1, 2016 - JUNE 30, 2017 FISCAL						
Project Accounts:		2017-2018 Budget	Actual Revenues	Actual Expenditures	Cash Position	Encumbrance	Budget Balance	% Spent	2016-2017 Budget	Actual Revenues	Actual Expenditures	Cash Position	Encumbrance	Budget Balance	% Spent
1	101 Administration/Operations	\$ 971,525	\$ 332,501	\$ 489,207	\$ (156,706)	\$ 58,527	\$ 423,791	50%	\$ 936,138	\$ 372,718	\$ 467,497	\$ (94,779)	\$ 75,200	\$ 393,441	50%
2	103 Administration Greeley Building	140,465	12,606	78,869	(66,264)	-	61,596	56%	124,765	24,011	65,724	(41,713)	-	59,041	53%
3	107 Administration South Platte Building	33,365	1,800	19,347	(17,547)	-	14,018	58%	3,600	1,800	3,511	(1,711)	-	89	98%
4	152 Capital - Savings Plans	38,000	-	-	-	-	38,000	0%	38,000	-	-	-	-	38,000	0%
5	154 Capital - Courier Van Savings	17,500	-	-	-	-	17,500	0%	17,500	-	-	-	-	17,500	0%
6	166 Budgeted Reserves	250,000	-	-	-	-	250,000	0%	250,000	-	-	-	-	250,000	0%
7	172 Media/Coop Purchasing	9,270	2,318	3,051	(734)	-	6,219	33%	10,906	5,453	3,416	2,037	-	7,490	31%
8	174 Other Legal	4,305	1,076	1,750	(674)	-	2,555	41%	4,305	2,153	2,100	53	-	2,205	49%
9	205 Student Information Services	173,942	39,579	134,743	(95,164)	-	39,199	77%	170,505	91,684	125,696	(34,012)	-	44,809	74%
10	206 Financial Data Services	71,154	22,446	15,669	6,777	-	55,485	22%	307,557	160,035	141,526	18,509	-	166,031	46%
11	209 Computer Tech Support	2,325	581	1,063	(482)	-	1,262	46%	2,325	1,163	1,060	103	-	1,265	46%
12	218 CBOCES Technology Support	179,940	89,971	89,978	(7)	4,028	85,934	50%	170,324	85,162	86,773	(1,611)	5,730	77,821	51%
13	230 Distance Education	23,205	8,798	7,992	805	300	14,913	34%	23,205	11,603	10,490	1,113	360	12,355	45%
14	238 eNet Learning	26,450	11,425	11,893	(468)	-	14,557	45%	26,450	17,520	5,725	11,794	-	20,725	22%
15	502 ESY	19,203	12,893	5,975	6,918	-	13,228	31%	16,854	12,751	8,688	4,063	-	8,166	52%
16	505 Special Education Local	124,740	41,838	44,157	(2,320)	4,436	76,147	35%	123,624	25,675	41,077	(15,402)	4,204	78,343	33%
17	506 Dollar General Literacy Foundation						2,000		2,000	2,000		-	-	-	100%
18	508 Out of District	894,294	450,862	400,265	50,597	568	493,461	45%	631,767	375,247	331,438	43,809	59,435	240,894	52%
19	510 RN Services	41,206	9,445	21,076	(11,631)	-	20,130	51%	27,661	11,862	11,995	(133)	-	15,666	43%
20	516 Local Preschool	391,605	247,391	168,866	78,526	8,029	214,710	43%	370,861	257,751	162,350	95,401	6,757	201,754	44%
21	518 STEPS Program - Tennyson Center	219,849	129,846	109,508	20,339	1,342	108,999	50%	213,981	125,786	106,327	19,459	1,544	106,110	50%
22	520 Speech	630,184	167,404	211,943	(44,538)	12,984	405,257	34%	610,674	226,187	189,800	36,387	10,267	410,607	31%
23	521 Social Work	227,893	27,838	74,563	(46,726)	6,983	146,346	33%	236,632	47,789	85,310	(37,522)	5,049	146,272	36%
24	522 School Psychology	532,346	294,577	194,240	100,337	10,343	327,763	36%	482,569	247,821	189,501	58,319	8,178	284,890	39%
25	523 Motor Team	476,058	232,485	173,575	58,910	107,249	195,234	36%	416,089	196,806	161,124	35,682	95,935	159,030	39%
26	524 Audiology	103,277	14,515	34,303	(19,788)	1,422	67,551	33%	100,382	14,600	33,938	(19,338)	1,261	65,183	34%
27	525 Transition	94,339	58,140	30,872	27,268	2,446	61,021	33%	91,295	68,614	29,614	38,999	2,660	59,020	32%
28	535 Sp Ed Contracted Services	101,790	43,176	42,930	247	-	58,860	42%	130,194	80,824	47,527	33,297	-	82,667	37%
29	607 Learning Services	78,330	23,145	41,241	(18,096)	-	37,089	53%	76,090	31,285	42,640	(11,355)	-	33,450	56%
30	616 Alternate Licensure Program	352,400	249,370	134,540	114,830	107	217,752	38%	261,800	193,310	86,050	107,260	892	174,858	33%
31	685 Centennial BOCES High School	748,600	440,081	246,409	193,672	322	501,870	33%	748,600	316,100	255,653	60,447	298	492,649	34%
32	687 I-Connection High School	239,200	59,820	118,781	(58,961)	473	119,947	50%	230,000	115,000	128,637	(13,637)	1,884	99,479	56%
33	731 Basic Center Program	10,000	7,475	7,475	-	-	2,525	75%	3,252	3,252	3,252	(0)	-	(0)	100%
34	767 Migrant Family Literacy Project								-	-	2,817	(2,817)	-	(2,817)	0%
35	770 Federal Programs Entrepreneurial	24,500	1,536	391	1,146	-	24,109	2%	24,500	4,480	2,750	1,730	-	21,750	11%
36	<b>Non-Grant Totals</b>	<b>7,251,260</b>	<b>3,034,936</b>	<b>2,914,673</b>	<b>120,263</b>	<b>219,560</b>	<b>4,117,027</b>	<b>40.2%</b>	<b>6,884,405</b>	<b>3,130,435</b>	<b>2,836,004</b>	<b>294,431</b>	<b>279,656</b>	<b>3,768,745</b>	<b>41.2%</b>

**CENTENNIAL BOARD OF COOPERATIVE EDUCATIONAL SERVICES**  
**JULY 1, 2017 - DECEMBER 31, 2017**  
**With Comparative Amounts for the Month Ended December 31, 2016**

50% of Budget Year Completed		JULY 1, 2017 - JUNE 30, 2018 FISCAL							JULY 1, 2016 - JUNE 30, 2017 FISCAL						
Project Accounts:	2017-2018 Budget	Actual Revenues	Actual Expenditures	Cash Position	Encumbrance	Budget Balance	% Spent		2016-2017 Budget	Actual Revenues	Actual Expenditures	Cash Position	Encumbrance	Budget Balance	% Spent
1 145 Perkins	\$ 118,254	\$ -	\$ 24,034	\$ (24,034)	\$ -	\$ 94,220	20%		\$ 119,398	\$ -	\$ 33,455	\$ (33,455)	\$ -	\$ 85,943	28%
2 148 Grant Writing	20,190	-	8,059	(8,059)	-	12,131	40%		20,190	-	6,402	(6,402)	-	13,788	32%
3 504 Administration	475,850	296,321	243,384	52,937	7,297	225,170	51%		475,402	310,391	247,680	62,711	12,360	215,362	52%
4 509 SWAP	550,000	162,621	265,758	(103,137)	9,186	275,056	48%		520,000	156,329	266,918	(110,589)	137,754	115,329	51%
5 615 Gifted/Talented - Consultant	69,992	69,992	29,165	40,827	-	40,827	42%		70,900	70,900	27,692	43,208	-	43,208	39%
6 625 Gifted/Talented - Regional	142,399	85,440	60,413	25,027	-	81,986	42%		135,137	81,082	59,865	21,217	-	75,272	44%
7 626 Gifted Ed Universal Screening	38,073	31,536	24,003	7,533	-	14,070	63%		38,073	38,073	23,021	15,052	-	15,052	60%
8 649 School Emergency Management Grant	-	-	-	-	-	-	0%		105,727	33,023	35,349	(2,326)	-	70,378	33%
9 652 CBOCES State Educational Priorities	325,060	281,493	106,954	174,539	-	218,106	33%		366,423	280,015	99,036	180,978	-	267,387	27%
10 705 Migrant Ed Combined Region Program	2,089,786	685,140	843,207	(158,067)	13,681	1,232,897	40%		2,178,090	622,655	793,764	(171,109)	1,073	1,383,253	36%
11 708 MSIX State Data Quality Grant	12,000	11,726	11,726	-	-	274	98%								
12 715 Title I	704,187	302,556	302,559	(3)	-	401,628	43%		704,187	19,771	19,771	0	-	684,416	3%
13 722 Title II - Teacher Quality	226,386	25,784	87,637	(61,853)	-	138,749	39%		226,386	1,072	1,072	0	-	225,314	0%
14 725 Title III - English Language	80,581	18,576	18,558	18	-	62,023	23%		80,581	4,122	4,122	(0)	-	76,459	5%
15 726 Title IV - Part A Grant	91,085	16,696	16,680	16	-	-	18%								
16 730 McKinney Homeless	42,000	13,916	20,485	(6,569)	-	21,515	49%		40,000	12,340	19,563	(7,223)	-	20,437	49%
17 <b>Grant Totals</b>	<b>4,985,843</b>	<b>2,001,797</b>	<b>2,062,621</b>	<b>(60,824)</b>	<b>30,164</b>	<b>2,818,653</b>	<b>41.4%</b>		<b>5,080,494</b>	<b>1,629,773</b>	<b>1,637,710</b>	<b>(7,938)</b>	<b>151,187</b>	<b>3,291,597</b>	<b>32.2%</b>
18 <b>Y-T-D Combined Totals</b>	<b>\$ 12,237,103</b>	<b>\$ 5,036,734</b>	<b>\$ 4,977,294</b>	<b>\$ 59,439</b>	<b>\$ 249,724</b>	<b>\$ 6,935,680</b>	<b>40.7%</b>		<b>\$ 11,964,899</b>	<b>\$ 4,760,208</b>	<b>\$ 4,473,715</b>	<b>\$ 286,493</b>	<b>\$ 430,843</b>	<b>\$ 7,060,342</b>	<b>37.4%</b>
19															
20			<b>2017-2018</b>	<b>%</b>		<b>2016-2017</b>	<b>%</b>								
21 <b>Year To Date Revenue</b>			\$ 5,036,734	41.2%		\$ 4,760,208	39.8%								
22 <b>Year to Date Expenditures</b>			4,977,294	40.7%		4,473,715	37.4%								
23 <b>Excess of Revenue Over (Under) Expenditures</b>			<u>\$ 59,439</u>			<u>\$ 286,493</u>									
24															
25 <b>Fund Balance, Beginning</b>			\$ 2,106,264			\$ 1,949,227									
26 <b>Estimated Change of Revenue Over (Under) Expenditures</b>			(100,953)			157,037									
27 <b>Estimated Fund Balance, Ending</b>			<u>\$ 2,005,311</u>	16.4%		<u>\$ 2,106,264 *</u>	18.4%								
28															
29															

\* 2016-2017 Fund Balance is actual amount based on the completed audit.

50% of Budget Year Completed



**CENTENNIAL  
BOCES**

*"Joining forces to enrich educational  
opportunities for students."*

Current Year Information

July 1, 2017 - December 31, 2017

**Detailed Expense Report**

Prior Year Information

July 1, 2016 - December 31, 2016

	<u>Current Budget</u>	<u>YTD Expenses</u>	<u>Outstanding Encumbrance</u>	<u>Uncommitted Funds</u>	<u>% of Budget committed</u>	<u>Prev. Yr. Budget</u>	<u>Prev. Yr. Expenses</u>	<u>Prev. Yr. Encumbrance</u>	<u>Prev. Yr. Uncommitted</u>	<u>% of Prev Yr. Budget</u>
<b>Administration</b>										
1 <b>Project: 101 ADMINISTRATION/OPERATIONS</b>										
2 Object class 01: Salaries	511,696.00	257,950.98		253,745.02	50.4%	493,299.00	234,679.29		258,619.71	47.6%
3 Object class 02: Benefits	168,658.00	80,580.85		88,077.15	47.8%	160,162.00	77,934.08		82,227.92	48.7%
4 Object class 03: PS- Professional	23,200.00	14,868.00		8,332.00	64.1%	22,500.00	15,097.50		7,402.50	67.1%
5 Object class 04: PS- Property	45,300.00	22,893.15	13,764.81	8,642.04	80.9%	43,000.00	23,913.63	16,111.79	2,974.58	93.1%
6 Object class 05: Other Purchased Svc	83,550.00	49,409.54	27,587.16	6,553.30	92.2%	81,400.00	48,527.05	43,818.31	(10,945.36)	113.4%
7 Object class 06: Supplies	55,600.00	30,495.71	17,174.75	7,929.54	85.7%	55,600.00	32,443.77	15,269.74	7,886.49	85.8%
8 Object class 07: Property	3,000.00	-		3,000.00	0.0%	3,000.00	2,278.97		721.03	76.0%
9 Object class 08: Other Expenses	80,521.00	33,008.74		47,512.26	41.0%	77,177.00	32,622.85		44,554.15	42.3%
10	<b>971,525.00</b>	<b>489,206.97</b>	<b>58,526.72</b>	<b>423,791.31</b>	<b>56.4%</b>	<b>936,138.00</b>	<b>467,497.14</b>	<b>75,199.84</b>	<b>393,441.02</b>	<b>58.0%</b>
11 <b>Project: 103 GREELEY BLDG CAP IMPVMT</b>										
12 Object class 03: PS- Professional	-	-		-	0.0%	-	-		-	0.0%
13 Object class 04: PS- Property	140,465.00	78,082.30		62,382.70	55.6%	124,765.00	65,723.85		59,041.15	52.7%
14 Object class 07: Property	-	787.00		(787.00)	0.0%	-	-		-	0.0%
15	<b>140,465.00</b>	<b>78,869.30</b>	<b>-</b>	<b>61,595.70</b>	<b>56.1%</b>	<b>124,765.00</b>	<b>65,723.85</b>	<b>-</b>	<b>59,041.15</b>	<b>52.7%</b>
16 <b>Project: 107 FT.MORGAN CAPITAL IMPROVEMENT</b>										
17 Object class 04: PS- Property	33,365.00	19,347.25	-	14,017.75	58.0%	3,600.00	3,511.37	-	88.63	97.5%
18	<b>33,365.00</b>	<b>19,347.25</b>	<b>-</b>	<b>14,017.75</b>	<b>58.0%</b>	<b>3,600.00</b>	<b>3,511.37</b>	<b>-</b>	<b>88.63</b>	<b>97.5%</b>
19 <b>Project: 145 CARL PERKINS GRANT</b>										
20 Object class 01: Salaries	10,595.00	5,499.72		5,095.28	51.9%	10,185.00	5,092.31		5,092.69	50.0%
21 Object class 02: Benefits	2,966.00	1,537.74		1,428.26	51.8%	2,839.00	1,406.88		1,432.12	49.6%
22 Object class 05: Other Purchased Svc	34,721.00	-		34,721.00	0.0%	23,028.00	2,195.66		20,832.34	9.5%
23 Object class 06: Supplies	60,703.00	15,465.87		45,237.13	25.5%	73,738.00	22,497.82		51,240.18	30.5%
24 Object class 07: Property	-	-		-	0.0%	-	-		-	0.0%
25 Object class 08: Other Expenses	9,269.00	1,530.27		7,738.73	16.5%	9,608.00	2,262.33		7,345.67	23.5%
26	<b>118,254.00</b>	<b>24,033.60</b>	<b>-</b>	<b>94,220.40</b>	<b>20.3%</b>	<b>119,398.00</b>	<b>33,455.00</b>	<b>-</b>	<b>85,943.00</b>	<b>28.0%</b>
27 <b>Project: 148 GRANT WRITING</b>										
28 Object class 01: Salaries	12,000.00	5,944.40		6,055.60	49.5%	11,990.00	5,282.00		6,708.00	44.1%
29 Object class 02: Benefits	2,634.00	2,114.13		519.87	80.3%	2,572.00	1,120.00		1,452.00	43.5%
30 Object class 03: PS- Professional	5,556.00	-		5,556.00	0.0%	5,628.00	-		5,628.00	0.0%
31	<b>20,190.00</b>	<b>8,058.53</b>	<b>-</b>	<b>12,131.47</b>	<b>39.9%</b>	<b>20,190.00</b>	<b>6,402.00</b>	<b>-</b>	<b>13,788.00</b>	<b>31.7%</b>
32 <b>Project: 152 CAPITAL SAVINGS PLANS</b>										
33 Object class 07: Property	38,000.00	-		38,000.00	0.0%	38,000.00	-		38,000.00	0.0%
34	<b>38,000.00</b>	<b>-</b>	<b>-</b>	<b>38,000.00</b>	<b>0.0%</b>	<b>38,000.00</b>	<b>-</b>	<b>-</b>	<b>38,000.00</b>	<b>0.0%</b>
35 <b>Project: 154 CAPITAL IMPROVEMENT</b>										
36 Object class 07: Property	17,500.00	-		17,500.00	0.0%	17,500.00	-		17,500.00	0.0%
37	<b>17,500.00</b>	<b>-</b>	<b>-</b>	<b>17,500.00</b>	<b>0.0%</b>	<b>17,500.00</b>	<b>-</b>	<b>-</b>	<b>17,500.00</b>	<b>0.0%</b>
38 <b>Project: 166 BUDGETED RESERVES</b>										
39 Object class 08: Other Expenses	250,000.00	-		250,000.00	0.0%	250,000.00	-		250,000.00	0.0%
40	<b>250,000.00</b>	<b>-</b>	<b>-</b>	<b>250,000.00</b>	<b>0.0%</b>	<b>250,000.00</b>	<b>-</b>	<b>-</b>	<b>250,000.00</b>	<b>0.0%</b>

50% of Budget Year Completed



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1 <b>Project: 172 MEDIA/COOP</b>											
2 Object class 01: Salaries	5,706.00	1,593.20		4,112.80	27.9%		6,546.00	2,215.82		4,330.18	33.8%
3 Object class 02: Benefits	1,408.00	335.28		1,072.72	23.8%		2,116.00	459.70		1,656.30	21.7%
4 Object class 03: PS- Professional	-			-	0.0%		-			-	0.0%
5 Object class 04: PS- Property	400.00	96.12		303.88	24.0%		200.00	98.66		101.34	49.3%
6 Object class 05: Other Purchased Svc	-	266.95		(266.95)	0.0%		-	9.75		(9.75)	0.0%
7 Object class 06: Supplies	1,315.00	539.31		775.69	41.0%		1,525.00	372.74		1,152.26	24.4%
8 Object class 08: Other Expenses	441.00	220.50		220.50	50.0%		519.00	259.50		259.50	50.0%
9	<b>9,270.00</b>	<b>3,051.36</b>	<b>-</b>	<b>6,218.64</b>	<b>32.9%</b>		<b>10,906.00</b>	<b>3,416.17</b>	<b>-</b>	<b>7,489.83</b>	<b>31.3%</b>
10 <b>Project: 174 LEGAL</b>											
11 Object class 03: PS- Professional	4,305.00	1,750.00		2,555.00	40.7%		4,305.00	2,100.00		2,205.00	48.8%
12	<b>4,305.00</b>	<b>1,750.00</b>	<b>-</b>	<b>2,555.00</b>	<b>40.7%</b>		<b>4,305.00</b>	<b>2,100.00</b>	<b>-</b>	<b>2,205.00</b>	<b>48.8%</b>
13 <b>ADMINISTRATION TOTALS:</b>	<b>1,602,874.00</b>	<b>624,317.01</b>	<b>58,526.72</b>	<b>920,030.27</b>	<b>42.6%</b>		<b>1,524,802.00</b>	<b>582,105.53</b>	<b>75,199.84</b>	<b>867,496.63</b>	<b>43.1%</b>



50% of Budget Year Completed



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<b>TECHNOLOGY</b>										
<b>1 Project: 205 STUDENT INFORMATION SERVICES</b>										
2 Object class 01: Salaries	49,210.00	24,257.73		24,952.27	49.3%	47,940.00	24,482.23		23,457.77	51.1%
3 Object class 02: Benefits	18,314.00	8,825.49		9,488.51	48.2%	17,378.00	8,327.57		9,050.43	47.9%
4 Object class 03: PS- Professional	92,311.00	94,486.00		(2,175.00)	102.4%	91,397.00	85,960.00		5,437.00	94.1%
5 Object class 04: PS- Property	-	-		-	0.0%	-	-		-	0.0%
6 Object class 05: Other Purchased Svc	855.00	625.25		229.75	73.1%	840.00	551.39		288.61	65.6%
7 Object class 06: Supplies	200.00	21.86		178.14	10.9%	200.00			200.00	0.0%
8 Object class 07: Property	-	-		-	0.0%	-	-		-	0.0%
9 Object class 08: Other Expenses	13,052.00	6,526.50		6,525.50	50.0%	12,750.00	6,375.00		6,375.00	50.0%
10	<b>173,942.00</b>	<b>134,742.83</b>	<b>-</b>	<b>39,199.17</b>	<b>77.5%</b>	<b>170,505.00</b>	<b>125,696.19</b>	<b>-</b>	<b>44,808.81</b>	<b>73.7%</b>
<b>11 Project: 206 FINANCIAL DATA SERVICES</b>										
12 Object class 01: Salaries	16,838.00	9,009.42		7,828.58	53.5%	14,642.00	8,136.08		6,505.92	55.6%
13 Object class 02: Benefits	5,168.00	2,643.12		2,524.88	51.1%	4,560.00	2,383.54		2,176.46	52.3%
14 Object class 03: PS- Professional	10,000.00			10,000.00	0.0%	10,995.00			10,995.00	0.0%
15 Object class 04: PS- Property	1,000.00			1,000.00	0.0%	227,377.00	113,189.71		114,187.29	49.8%
16 Object class 05: Other Purchased Svc	-	-		-	0.0%	-	-		-	0.0%
17 Object class 06: Supplies	25,500.00	505.00		24,995.00	2.0%	22,352.00	4,751.00		17,601.00	21.3%
18 Object class 07: Property	5,625.00			5,625.00	0.0%	1,500.00			1,500.00	0.0%
19 Object class 08: Other Expenses	7,023.00	3,511.50		3,511.50	50.0%	26,131.00	13,065.50		13,065.50	50.0%
20	<b>71,154.00</b>	<b>15,669.04</b>	<b>-</b>	<b>55,484.96</b>	<b>22.0%</b>	<b>307,557.00</b>	<b>141,525.83</b>	<b>-</b>	<b>166,031.17</b>	<b>46.0%</b>
<b>21 Project: 209 COMPUTER TECH SUPPORT</b>										
22 Object class 01: Salaries	1,400.00	700.00		700.00	50.0%	1,400.00	700.00		700.00	50.0%
23 Object class 02: Benefits	309.00	151.90		157.10	49.2%	301.00	148.40		152.60	49.3%
24 Object class 03: PS- Professional	150.00			150.00	0.0%	150.00			150.00	0.0%
25 Object class 05: Other Purchased Svc	43.00			43.00	0.0%	51.00			51.00	0.0%
26 Object class 06: Supplies	-	-		-	0.0%	-	-		-	0.0%
27 Object class 08: Other Expenses	423.00	211.50		211.50	50.0%	423.00	211.50		211.50	50.0%
28	<b>2,325.00</b>	<b>1,063.40</b>	<b>-</b>	<b>1,261.60</b>	<b>45.7%</b>	<b>2,325.00</b>	<b>1,059.90</b>	<b>-</b>	<b>1,265.10</b>	<b>45.6%</b>
<b>29 Project: 218 CBOCES TECHNOLOGY SUPPORT</b>										
30 Object class 01: Salaries	118,899.00	62,511.58		56,387.42	52.6%	115,278.00	59,703.44		55,574.56	51.8%
31 Object class 02: Benefits	38,610.00	19,241.55		19,368.45	49.8%	36,789.00	18,076.60		18,712.40	49.1%
32 Object class 03: PS- Professional	500.00			500.00	0.0%	500.00			500.00	0.0%
33 Object class 04: PS- Property	-	-		-	0.0%	-	-		-	0.0%
34 Object class 05: Other Purchased Svc	10,237.00	4,859.07	4,028.00	1,349.93	86.8%	10,657.00	5,603.35	5,314.00	(260.35)	102.4%
35 Object class 06: Supplies	4,595.00	3,365.74		1,229.26	73.2%	4,200.00	3,389.11	416.45	394.44	90.6%
36 Object class 07: Property	7,000.00			7,000.00	0.0%	2,900.00			2,900.00	0.0%
37 Object class 08: Other Expenses	99.00			99.00	0.0%					
38	<b>179,940.00</b>	<b>89,977.94</b>	<b>4,028.00</b>	<b>85,934.06</b>	<b>52.2%</b>	<b>170,324.00</b>	<b>86,772.50</b>	<b>5,730.45</b>	<b>77,821.05</b>	<b>54.3%</b>

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1 <b>Project: 230 DISTANCE ED COORDINATION</b>											
2 Object class 01: Salaries	15,004.00	4,686.06		10,317.94	31.2%		15,154.00	6,719.56		8,434.44	44.3%
3 Object class 02: Benefits	4,045.00	1,336.07		2,708.93	33.0%		3,967.00	1,724.84		2,242.16	43.5%
4 Object class 04: PS- Property	-			-	0.0%		-			-	0.0%
5 Object class 05: Other Purchased Svc	1,773.00	778.75	299.95	694.30	60.8%		1,737.00	871.71	359.97	505.32	70.9%
6 Object class 06: Supplies	-			-	0.0%		-			-	0.0%
7 Object class 08: Other Expenses	2,383.00	1,191.50		1,191.50	50.0%		2,347.00	1,173.50		1,173.50	50.0%
8	<b>23,205.00</b>	<b>7,992.38</b>	<b>299.95</b>	<b>14,912.67</b>	<b>35.7%</b>		<b>23,205.00</b>	<b>10,489.61</b>	<b>359.97</b>	<b>12,355.42</b>	<b>46.8%</b>
9 <b>Project: 238 eNET LEARNING</b>											
10 Object class 03: PS- Professional	12,500.00	3,152.32		9,347.68	0.0%		12,500.00	4,571.50		7,928.50	36.6%
11 Object class 05: Other Purchased Svc	7,000.00	78.60		6,921.40	0.0%		7,000.00	405.02		6,594.98	5.8%
12 Object class 06: Supplies	5,453.00	7,914.00		(2,461.00)	145.1%		5,453.00			5,453.00	0.0%
13 Object class 08: Other Expenses	1,497.00	748.50		748.50	50.0%		1,497.00	748.50		748.50	50.0%
14	<b>26,450.00</b>	<b>11,893.42</b>	<b>-</b>	<b>14,556.58</b>	<b>45.0%</b>		<b>26,450.00</b>	<b>5,725.02</b>	<b>-</b>	<b>20,724.98</b>	<b>21.6%</b>
15 <b>TECHNOLOGY TOTALS:</b>	<b>477,016.00</b>	<b>261,339.01</b>	<b>4,327.95</b>	<b>211,349.04</b>	<b>55.7%</b>		<b>700,366.00</b>	<b>371,269.05</b>	<b>6,090.42</b>	<b>323,006.53</b>	<b>53.9%</b>

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<b>SPECIAL EDUCATION</b>										
1 <b>Project: 502 ESY</b>										
2 Object class 01: Salaries	12,500.00	4,085.25		8,414.75	32.7%	10,800.00	6,183.75		4,616.25	57.3%
3 Object class 02: Benefits	2,966.00	867.01		2,098.99	29.2%	2,545.00	1,284.39		1,260.61	50.5%
4 Object class 03: PS- Professional	-			-	0.0%	-			-	0.0%
5 Object class 05: Other Purchased Svc	2,000.00	479.42		1,520.58	24.0%	2,000.00	707.90		1,292.10	35.4%
6 Object class 06: Supplies	650.00			650.00	0.0%	555.00	34.93		520.07	6.3%
7 Object class 08: Other Expenses	1,087.00	543.50		543.50	50.0%	954.00	477.00		477.00	50.0%
8	<b>19,203.00</b>	<b>5,975.18</b>	<b>-</b>	<b>13,227.82</b>	<b>31.1%</b>	<b>16,854.00</b>	<b>8,687.97</b>	<b>-</b>	<b>8,166.03</b>	<b>51.5%</b>
9 <b>Project: 504 ADMINISTRATION/OVERHEAD</b>										
10 Object class 01: Salaries	257,408.00	133,602.79		123,805.21	51.9%	244,856.00	129,151.47		115,704.53	52.7%
11 Object class 02: Benefits	82,793.00	40,722.10		42,070.90	49.2%	76,645.00	38,742.48		37,902.52	50.5%
12 Object class 03: PS- Professional	200.00	434.50		(234.50)	217.3%	200.00	276.50		(76.50)	138.3%
13 Object class 04: PS- Property	2,100.00	731.00		1,369.00	34.8%	31,560.00	15,233.60		16,326.40	48.3%
14 Object class 05: Other Purchased Svc	27,100.00	14,230.35	7,296.51	5,573.14	79.4%	27,100.00	9,500.08	12,296.39	5,303.53	80.4%
15 Object class 06: Supplies	11,500.00	3,497.49		8,002.51	30.4%	11,500.00	3,813.04	63.98	7,622.98	33.7%
16 Object class 07: Property	7,500.00	6,613.00		887.00	88.2%	7,500.00			7,500.00	0.0%
17 Object class 08: Other Expenses	87,249.00	43,552.57		43,696.43	49.9%	76,041.00	50,962.90		25,078.10	67.0%
18	<b>475,850.00</b>	<b>243,383.80</b>	<b>7,296.51</b>	<b>225,169.69</b>	<b>52.7%</b>	<b>475,402.00</b>	<b>247,680.07</b>	<b>12,360.37</b>	<b>215,361.56</b>	<b>54.7%</b>
19 <b>Project: 505 SPECIAL ED LOCAL</b>										
20 Object class 01: Salaries	75,656.00	28,829.77		46,826.23	38.1%	75,204.00	24,351.90		50,852.10	32.4%
21 Object class 02: Benefits	25,522.00	8,689.73		16,832.27	34.0%	24,922.00	7,505.26		17,416.74	30.1%
22 Object class 03: PS- Professional	2,500.00	120.00		2,380.00	4.8%	2,500.00	3,622.50		(1,122.50)	144.9%
23 Object class 05: Other Purchased Svc	13,700.00	3,530.17	4,436.17	5,733.66	58.1%	13,700.00	2,886.82	4,204.22	6,608.96	51.8%
24 Object class 06: Supplies	300.00	27.00		273.00	9.0%	300.00			300.00	0.0%
25 Object class 08: Other Expenses	7,062.00	2,960.52		4,101.48	41.9%	6,998.00	2,710.42		4,287.58	38.7%
26	<b>124,740.00</b>	<b>44,157.19</b>	<b>4,436.17</b>	<b>76,146.64</b>	<b>39.0%</b>	<b>123,624.00</b>	<b>41,076.90</b>	<b>4,204.22</b>	<b>78,342.88</b>	<b>36.6%</b>
27 <b>Project: 506 DOLLAR GENERAL LITERACY FOUNDATION</b>										
28 Object class 07: Property						1,950.00	1,949.64		0.36	100.0%
29 Object class 08: Other Expenses						50.00	50.36		(0.36)	100.7%
30						<b>2,000.00</b>	<b>2,000.00</b>	<b>-</b>	<b>(0.00)</b>	<b>100.0%</b>
31 <b>Project: 508 OUT OF DISTRICT PLACEMENT</b>										
32 Object class 01: Salaries	24,172.00	8,062.00		16,110.00	33.4%	21,128.00	7,098.33		14,029.67	33.6%
33 Object class 02: Benefits	12,818.00	4,249.44		8,568.56	33.2%	11,627.00	3,881.05		7,745.95	33.4%
34 Object class 03: PS- Professional	-			-	0.0%	-	8,659.40		(8,659.40)	0.0%
35 Object class 04: PS- Property	35,689.00	8,034.39		27,654.61	22.5%	25,569.00	2,817.05		22,751.95	11.0%
36 Object class 05: Other Purchased Svc	771,830.00	354,410.00		417,420.00	45.9%	535,829.00	287,100.24	56,904.53	191,824.23	64.2%
37 Object class 06: Supplies	7,200.00	4,216.70	568.13	2,415.17	0.0%	-	3,074.94	2,530.84	(5,605.78)	0.0%
38 Object class 07: Property	-			-	0.0%				-	0.0%
39 Object class 08: Other Expenses	42,585.00	21,292.50		21,292.50	50.0%	37,614.00	18,807.00		18,807.00	50.0%
40	<b>894,294.00</b>	<b>400,265.03</b>	<b>568.13</b>	<b>493,460.84</b>	<b>44.8%</b>	<b>631,767.00</b>	<b>331,438.01</b>	<b>59,435.37</b>	<b>240,893.62</b>	<b>61.9%</b>
41 <b>Project: 509 SWAP-GREELEY</b>										
42 Object class 01: Salaries	176,483.00	88,766.98		87,716.02	50.3%	173,041.00	87,035.44		86,005.56	50.3%
43 Object class 02: Benefits	68,691.00	32,718.41		35,972.59	47.6%	66,324.00	31,369.62		34,954.38	47.3%
44 Object class 04: PS- Property	-			-	0.0%	-	370.00		(370.00)	0.0%
45 Object class 05: Other Purchased Svc	22,555.00	9,591.89	9,009.33	3,953.78	82.5%	10,500.00	9,821.75	7,753.61	(7,075.36)	167.4%
46 Object class 06: Supplies	7,271.00	267.30	51.99	6,951.71	4.4%	2,000.00	683.34		1,316.66	34.2%
47 Object class 08: Other Expenses	-		125.00	(125.00)	0.0%	8,135.00	7,637.60		497.40	0.0%
48 Object class 09: Up Front Matching Funds	275,000.00	134,413.33		140,586.67	48.9%	260,000.00	130,000.00	130,000.00	-	100.0%
49	<b>550,000.00</b>	<b>265,757.91</b>	<b>9,186.32</b>	<b>275,055.77</b>	<b>50.0%</b>	<b>520,000.00</b>	<b>266,917.75</b>	<b>137,753.61</b>	<b>115,328.64</b>	<b>77.8%</b>

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1 <b>Project: 510 RN SERVICES</b>										
2 Object class 01: Salaries	29,264.00	15,652.76		13,611.24	53.5%	18,911.00	8,148.00		10,763.00	43.1%
3 Object class 02: Benefits	6,475.00	3,349.67		3,125.33	51.7%	3,934.00	1,702.93		2,231.07	43.3%
4 Object class 03: PS- Professional	-	250.00		(250.00)	0.0%	-	225.00		(225.00)	0.0%
5 Object class 05: Other Purchased Svc	2,500.00	855.73		1,644.27	34.2%	2,500.00	755.04		1,744.96	30.2%
6 Object class 06: Supplies		165.00		585.00	22.0%	750.00	381.31		368.69	50.8%
7 Object class 08: Other Expenses	2,217.00	803.00		1,414.00	36.2%	1,566.00	783.00		783.00	50.0%
8	<b>41,206.00</b>	<b>21,076.16</b>	<b>-</b>	<b>20,129.84</b>	<b>51.1%</b>	<b>27,661.00</b>	<b>11,995.28</b>	<b>-</b>	<b>15,665.72</b>	<b>43.4%</b>
9 <b>Project: 516 LOCAL PRESCHOOL</b>										
10 Object class 01: Salaries	189,348.00	59,723.70		129,624.30	31.5%	177,284.00	59,661.34		117,622.66	33.7%
11 Object class 02: Benefits	73,443.00	19,488.90		53,954.10	26.5%	65,643.00	18,518.05		47,124.95	28.2%
12 Object class 03: PS- Professional	-			-	0.0%	-			-	0.0%
13 Object class 05: Other Purchased Svc	107,400.00	79,549.77	8,029.01	19,821.22	81.5%	107,400.00	74,651.73	6,757.15	25,991.12	75.8%
14 Object class 06: Supplies	1,000.00			1,000.00	0.0%	1,200.00	177.38		1,022.62	14.8%
15 Object class 08: Other Expenses	20,414.00	10,103.35		10,310.65	49.5%	19,334.00	9,341.32		9,992.68	48.3%
16	<b>391,605.00</b>	<b>168,865.72</b>	<b>8,029.01</b>	<b>214,710.27</b>	<b>45.2%</b>	<b>370,861.00</b>	<b>162,349.82</b>	<b>6,757.15</b>	<b>201,754.03</b>	<b>45.6%</b>
17 <b>Project: 518 STEPS CENTER</b>										
18 Object class 01: Salaries	151,348.00	75,674.04		75,673.96	50.0%	148,399.00	74,189.68		74,209.32	50.0%
19 Object class 02: Benefits	55,757.00	26,967.42		28,789.58	48.4%	53,117.00	25,756.89		27,360.11	48.5%
20 Object class 03: PS- Professional	-			-	0.0%	-			-	0.0%
21 Object class 04: PS- Property	-			-	0.0%	-			-	0.0%
22 Object class 05: Other Purchased Svc	1,680.00	1,058.53	942.19	(320.72)	119.1%	1,680.00	835.42	1,244.37	(399.79)	123.8%
23 Object class 06: Supplies	500.00	617.87	400.00	(517.87)	203.6%	500.00	452.55	300.00	(252.55)	150.5%
24 Object class 07: Property	-			-	0.0%	-			-	0.0%
25 Object class 08: Other Expenses	10,564.00	5,189.87		5,374.13	49.1%	10,285.00	5,092.50		5,192.50	49.5%
26	<b>219,849.00</b>	<b>109,507.73</b>	<b>1,342.19</b>	<b>108,999.08</b>	<b>50.4%</b>	<b>213,981.00</b>	<b>106,327.04</b>	<b>1,544.37</b>	<b>106,109.59</b>	<b>50.4%</b>
27 <b>Project: 520 SPEECH</b>										
28 Object class 01: Salaries	389,114.00	142,778.94		246,335.06	36.7%	379,945.00	129,507.41		250,437.59	34.1%
29 Object class 02: Benefits	141,185.00	48,949.53		92,235.47	34.7%	135,466.00	41,722.06		93,743.94	30.8%
30 Object class 03: PS- Professional		500.00		(500.00)	0.0%					
31 Object class 05: Other Purchased Svc	61,035.00	7,953.81	12,984.04	40,097.15	34.3%	58,696.00	6,526.03	8,321.57	43,848.40	25.3%
32 Object class 06: Supplies	3,180.00	743.39		2,436.61	23.4%	2,000.00	1,385.83	1,945.65	(1,331.48)	166.6%
33 Object class 08: Other Expenses	35,670.00	11,017.02		24,652.98	30.9%	34,567.00	10,658.26		23,908.74	30.8%
34	<b>630,184.00</b>	<b>211,942.69</b>	<b>12,984.04</b>	<b>405,257.27</b>	<b>35.7%</b>	<b>610,674.00</b>	<b>189,799.59</b>	<b>10,267.22</b>	<b>410,607.19</b>	<b>32.8%</b>
35 <b>Project: 521 SOCIAL WORK</b>										
36 Object class 01: Salaries	150,235.00	48,691.48		101,543.52	32.4%	158,635.00	57,419.22		101,215.78	36.2%
37 Object class 02: Benefits	53,759.00	17,303.27		36,455.73	32.2%	53,602.00	18,788.57		34,813.43	35.1%
38 Object class 05: Other Purchased Svc	10,750.00	3,691.52	6,983.48	75.00	99.3%	10,750.00	4,257.31	5,049.44	1,443.25	86.6%
39 Object class 06: Supplies	250.00	165.00		85.00	66.0%	250.00			250.00	0.0%
40 Object class 08: Other Expenses	12,899.00	4,711.76		8,187.24	36.5%	13,395.00	4,844.97		8,550.03	36.2%
41	<b>227,893.00</b>	<b>74,563.03</b>	<b>6,983.48</b>	<b>146,346.49</b>	<b>35.8%</b>	<b>236,632.00</b>	<b>85,310.07</b>	<b>5,049.44</b>	<b>146,272.49</b>	<b>38.2%</b>

50% of Budget Year Completed



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	<u>Current Budget</u>	<u>YTD Expenses</u>	<u>Outstanding Encumbrance</u>	<u>Uncommitted Funds</u>	<u>% of Budget committed</u>	<u>Prev. Yr. Budget</u>	<u>Prev. Yr. Expenses</u>	<u>Prev. Yr. Encumbrance</u>	<u>Prev. Yr. Uncommitted</u>	<u>% of Prev Yr. Budget</u>
1 <b>Project: 522 SCHOOL PSYCHOLOGY</b>										
2 Object class 01: Salaries	357,036.00	127,503.49		229,532.51	35.7%	324,003.00	129,332.69		194,670.31	39.9%
3 Object class 02: Benefits	127,177.00	44,440.27		82,736.73	34.9%	111,232.00	39,759.11		71,472.89	35.7%
4 Object class 05: Other Purchased Svc	16,000.00	6,044.57	10,343.00	(387.57)	102.4%	16,000.00	3,917.12	8,178.05	3,904.83	75.6%
5 Object class 06: Supplies	2,000.00	3,161.90		(1,161.90)	158.1%	2,000.00	4,929.82		(2,929.82)	246.5%
6 Object class 08: Other Expenses	30,133.00	13,089.94		17,043.06	43.4%	29,334.00	11,562.28		17,771.72	39.4%
7	<b>532,346.00</b>	<b>194,240.17</b>	<b>10,343.00</b>	<b>327,762.83</b>	<b>38.4%</b>	<b>482,569.00</b>	<b>189,501.02</b>	<b>8,178.05</b>	<b>284,889.93</b>	<b>41.0%</b>
8 <b>Project: 523 MOTOR TEAM</b>										
9 Object class 01: Salaries	208,005.00	70,997.43		137,007.57	34.1%	225,926.00	67,673.34		158,252.66	30.0%
10 Object class 02: Benefits	71,457.00	25,180.50		46,276.50	35.2%	78,421.00	23,603.85		54,817.15	30.1%
11 Object class 03: PS- Professional	154,450.00	58,252.98	100,747.02	(4,550.00)	102.9%	72,990.00	54,611.95	85,570.56	(67,192.51)	192.1%
12 Object class 05: Other Purchased Svc	13,400.00	3,547.73	6,502.27	3,350.00	75.0%	13,400.00	3,735.40	10,364.60	(700.00)	105.2%
13 Object class 06: Supplies	1,800.00	2,417.40		(617.40)	134.3%	1,800.00	2,554.45		(754.45)	141.9%
14 Object class 08: Other Expenses	26,946.00	13,178.68		13,767.32	48.9%	23,552.00	8,944.62		14,607.38	38.0%
15	<b>476,058.00</b>	<b>173,574.72</b>	<b>107,249.29</b>	<b>195,233.99</b>	<b>59.0%</b>	<b>416,089.00</b>	<b>161,123.61</b>	<b>95,935.16</b>	<b>159,030.23</b>	<b>61.8%</b>
16 <b>Project: 524 AUDIOLOGY</b>										
17 Object class 01: Salaries	67,506.00	24,839.30		42,666.70	36.8%	65,881.00	24,266.25		41,614.75	36.8%
18 Object class 02: Benefits	21,988.00	6,741.63		15,246.37	30.7%	20,882.00	6,422.03		14,459.97	30.8%
19 Object class 03: PS- Professional	-	-		-	0.0%	-	-		-	0.0%
20 Object class 04: PS- Property	3,000.00			3,000.00	0.0%	3,000.00			3,000.00	0.0%
21 Object class 05: Other Purchased Svc	2,550.00	577.69	1,422.31	550.00	78.4%	2,550.00	639.17	1,260.83	650.00	74.5%
22 Object class 06: Supplies	500.00			500.00	0.0%	500.00			500.00	0.0%
23 Object class 07: Property	2,000.00			2,000.00	0.0%	2,000.00	504.50		1,495.50	25.2%
24 Object class 08: Other Expenses	5,733.00	2,144.86		3,588.14	37.4%	5,569.00	2,105.80		3,463.20	37.8%
25	<b>103,277.00</b>	<b>34,303.48</b>	<b>1,422.31</b>	<b>67,551.21</b>	<b>34.6%</b>	<b>100,382.00</b>	<b>33,937.75</b>	<b>1,260.83</b>	<b>65,183.42</b>	<b>35.1%</b>
26 <b>Project: 525 TRANSITION</b>										
27 Object class 01: Salaries	64,109.00	21,969.86		42,139.14	34.3%	62,342.00	21,360.10		40,981.90	34.3%
28 Object class 02: Benefits	21,115.00	4,532.23		16,582.77	21.5%	20,010.00	4,303.79		15,706.21	21.5%
29 Object class 05: Other Purchased Svc	3,400.00	1,154.00	2,446.00	(200.00)	105.9%	2,400.00	1,509.47	2,660.03	(1,769.50)	173.7%
30 Object class 06: Supplies	375.00	318.22		56.78	84.9%	375.00	787.79		(412.79)	210.1%
31 Object class 08: Other Expenses	5,340.00	2,897.72		2,442.28	54.3%	6,168.00	1,653.33		4,514.67	26.8%
32	<b>94,339.00</b>	<b>30,872.03</b>	<b>2,446.00</b>	<b>61,020.97</b>	<b>35.3%</b>	<b>91,295.00</b>	<b>29,614.48</b>	<b>2,660.03</b>	<b>59,020.49</b>	<b>35.4%</b>
33 <b>Project: 535 CONTRACTED RE-5J SERVICES</b>										
34 Object class 01: Salaries	67,392.00	28,830.63		38,561.37	42.8%	88,399.00	31,762.09		56,636.91	35.9%
35 Object class 02: Benefits	24,008.00	8,904.12		15,103.88	37.1%	29,757.00	9,745.74		20,011.26	32.8%
36 Object class 08: Other Expenses	10,390.00	5,195.00		5,195.00	50.0%	12,038.00	6,019.00		6,019.00	50.0%
37	<b>101,790.00</b>	<b>42,929.75</b>	<b>-</b>	<b>58,860.25</b>	<b>42.2%</b>	<b>130,194.00</b>	<b>47,526.83</b>	<b>-</b>	<b>82,667.17</b>	<b>36.5%</b>
38 <b>SPECIAL EDUCATION TOTALS:</b>	<b>4,882,634.00</b>	<b>2,021,414.59</b>	<b>172,286.45</b>	<b>2,688,932.96</b>	<b>44.9%</b>	<b>4,449,985.00</b>	<b>1,915,286.19</b>	<b>345,405.82</b>	<b>2,189,292.99</b>	<b>50.8%</b>

50% of Budget Year Completed



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	<u>Current Budget</u>	<u>YTD Expenses</u>	<u>Outstanding Encumbrance</u>	<u>Uncommitted Funds</u>	<u>% of Budget committed</u>	<u>Prev. Yr. Budget</u>	<u>Prev. Yr. Expenses</u>	<u>Prev. Yr. Encumbrance</u>	<u>Prev. Yr. Uncommitted</u>	<u>% of Prev Yr. Budget</u>
<b>INNOVATIVE EDUCATION SERVICES</b>										
<b>Project: 607 LEARNING SERVICES</b>										
1										
2	Object class 01: Salaries	42,567.00	17,869.68	24,697.32	42.0%	41,732.00	20,735.98		20,996.02	49.7%
3	Object class 02: Benefits	14,377.00	5,970.19	8,406.81	41.5%	13,705.00	7,471.91		6,233.09	54.5%
4	Object class 03: PS- Professional	3,000.00		3,000.00	0.0%	3,000.00	(45.00)		3,045.00	-1.5%
5	Object class 04: PS- Property	-	60.24	(60.24)	0.0%	-			-	0.0%
6	Object class 05: Other Purchased Svc	3,250.00	2,802.83	447.17	86.2%	3,250.00	7,111.53		(3,861.53)	218.8%
7	Object class 06: Supplies	2,000.00	1,029.05	970.95	51.5%	2,000.00	1,738.86		261.14	86.9%
8	Object class 07: Property	800.00		800.00	0.0%	800.00			800.00	0.0%
9	Object class 08: Other Expenses	12,336.00	13,509.50	(1,173.50)	109.5%	11,603.00	5,626.50		5,976.50	48.5%
10		<b>78,330.00</b>	<b>41,241.49</b>	<b>-</b>	<b>52.7%</b>	<b>76,090.00</b>	<b>42,639.78</b>	<b>-</b>	<b>33,450.22</b>	<b>56.0%</b>
<b>Project: 615 GIFTED ED REGION CONSULTANT</b>										
11										
12	Object class 01: Salaries	41,378.00	20,689.01	20,688.99	50.0%	39,106.00	17,775.45		21,330.55	45.5%
13	Object class 02: Benefits	8,027.00	3,482.93	4,544.07	43.4%	7,587.00	5,435.00		2,152.00	71.6%
14	Object class 03: PS- Professional	10,000.00	2,340.44	7,659.56	23.4%	10,000.00	2,000.00		8,000.00	20.0%
15	Object class 05: Other Purchased Svc	5,250.00	2,235.09	3,014.91	42.6%	6,797.00	1,316.90		5,480.10	19.4%
16	Object class 06: Supplies	5,337.00	417.57	4,919.43	7.8%	7,410.00	1,164.98		6,245.02	15.7%
17	Object class 07: Property	-		-	0.0%	-			-	0.0%
18		<b>69,992.00</b>	<b>29,165.04</b>	<b>-</b>	<b>41.7%</b>	<b>70,900.00</b>	<b>27,692.33</b>	<b>-</b>	<b>43,207.67</b>	<b>39.1%</b>
<b>Project: 616 ALTERNATIVE LICENSURE PROGRAM</b>										
19										
20	Object class 01: Salaries	157,028.00	63,771.97	93,256.03	40.6%	124,612.00	47,638.85		76,973.15	38.2%
21	Object class 02: Benefits	41,923.00	17,450.74	24,472.26	41.6%	35,704.00	12,428.98		23,275.02	34.8%
22	Object class 03: PS- Professional	86,500.00	27,033.05	59,466.95	31.3%	53,340.00	12,587.47	850.00	39,902.53	25.2%
23	Object class 05: Other Purchased Svc	45,428.00	5,942.44	39,378.28	13.3%	30,750.00	5,128.10	42.16	25,579.74	16.8%
24	Object class 06: Supplies	1,074.00	1,768.53	(694.53)	164.7%	2,074.00	856.33		1,217.67	41.3%
25	Object class 07: Property	500.00		500.00	0.0%	500.00			500.00	0.0%
26	Object class 08: Other Expenses	19,947.00	18,573.50	1,373.50	93.1%	14,820.00	7,410.00		7,410.00	50.0%
27		<b>352,400.00</b>	<b>134,540.23</b>	<b>107.28</b>	<b>38.2%</b>	<b>261,800.00</b>	<b>86,049.73</b>	<b>892.16</b>	<b>174,858.11</b>	<b>33.2%</b>
<b>Project: 625 REGIONAL GIFTED/TALENTED</b>										
28										
29	Object class 01: Salaries	9,146.00	4,561.08	4,584.92	49.9%	8,446.00	4,223.22		4,222.78	50.0%
30	Object class 02: Benefits	2,555.00	1,275.30	1,279.70	49.9%	2,380.00	1,166.78		1,213.22	49.0%
31	Object class 03: PS- Professional	124,248.00	54,286.50	69,961.50	43.7%	118,411.00	54,286.50		64,124.50	45.8%
32	Object class 05: Other Purchased Svc	850.00	290.00	560.00	34.1%	300.00	188.51		111.49	62.8%
33	Object class 06: Supplies	5,600.00		5,600.00	0.0%	5,600.00			5,600.00	0.0%
34		<b>142,399.00</b>	<b>60,412.88</b>	<b>-</b>	<b>42.4%</b>	<b>135,137.00</b>	<b>59,865.01</b>	<b>-</b>	<b>75,271.99</b>	<b>44.3%</b>
<b>Project: 626 GIFTED ED UNIVERSAL SCREENING</b>										
35										
36	Object class 01: Salaries	28,700.00	17,967.50	10,732.50	62.6%	28,972.00	17,419.02		11,552.98	60.1%
37	Object class 02: Benefits	9,373.00	5,731.77	3,641.23	61.2%	9,101.00	5,472.06		3,628.94	60.1%
38	Object class 05: Other Purchased Svc	-	219.85	(219.85)	0.0%	-	69.36		(69.36)	0.0%
39	Object class 06: Supplies	-	84.00	(84.00)	0.0%	-	60.24		(60.24)	0.0%
40		<b>38,073.00</b>	<b>24,003.12</b>	<b>-</b>	<b>63.0%</b>	<b>38,073.00</b>	<b>23,020.68</b>	<b>-</b>	<b>15,052.32</b>	<b>60.5%</b>
<b>Project: 649 SCHOOL EMERGENCY MANAGEMENT GRANT</b>										
41										
42	Object class 01: Salaries	-		-	0.0%	15,000.00	7,500.00		7,500.00	50.0%
43	Object class 02: Benefits	-		-	0.0%	4,450.00	2,206.32		2,243.68	49.6%
44	Object class 03: PS- Professional	-		-	0.0%	35,777.00	20,650.00		15,127.00	57.7%
45	Object class 05: Other Purchased Svc	-		-	0.0%	48,500.00	4,992.83		43,507.17	10.3%
46	Object class 06: Supplies	-		-	0.0%	2,000.00			2,000.00	0.0%
47		<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>105,727.00</b>	<b>35,349.15</b>	<b>-</b>	<b>70,377.85</b>	<b>33.4%</b>

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1 <b>Project: 652 CBOCES STATE ED PRIORITIES</b>										
2 Object class 01: Salaries	42,557.00	22,335.12		20,221.88	52.5%	35,623.00	19,468.00		16,155.00	54.7%
3 Object class 02: Benefits	13,725.00	7,290.84		6,434.16	53.1%	11,269.00	6,170.00		5,099.00	54.8%
4 Object class 03: PS- Professional	157,453.00	49,334.28		108,118.72	31.3%	212,773.00	46,181.43		166,591.57	21.7%
5 Object class 05: Other Purchased Svc	26,750.00	11,481.00		15,269.00	42.9%	26,750.00	4,975.28		21,774.72	18.6%
6 Object class 06: Supplies	58,085.00	3,267.57		54,817.43	5.6%	51,037.00	7,756.09		43,280.91	15.2%
7 Object class 08: Other Expenses	26,490.00	13,245.00		13,245.00	50.0%	28,971.00	14,485.50		14,485.50	50.0%
8	<b>325,060.00</b>	<b>106,953.81</b>	-	<b>218,106.19</b>	<b>32.9%</b>	<b>366,423.00</b>	<b>99,036.30</b>	-	<b>267,386.70</b>	<b>27.0%</b>
9 <b>Project: 685 CENTENNIAL BOCES HIGH SCHOOL</b>										
10 Object class 01: Salaries	369,578.00	127,359.96		242,218.04	34.5%	369,578.00	126,927.24		242,650.76	34.3%
11 Object class 02: Benefits	123,609.00	30,233.33		93,375.67	24.5%	123,609.00	29,058.24		94,550.76	23.5%
12 Object class 03: PS- Professional	32,139.00	12,675.00		19,464.00	39.4%	32,139.00	11,563.50	297.50	20,278.00	36.9%
13 Object class 04: PS- Property	93,300.00	46,650.00		46,650.00	50.0%	93,300.00	38,875.00		54,425.00	41.7%
14 Object class 05: Other Purchased Svc	65,500.00	4,269.56	321.78	60,908.66	7.0%	65,500.00	13,292.04		52,207.96	20.3%
15 Object class 06: Supplies	12,100.00	4,033.79		8,066.21	33.3%	12,100.00	9,308.73		2,791.27	76.9%
16 Object class 07: Property	10,000.00			10,000.00	0.0%	10,000.00	5,441.32		4,558.68	54.4%
17 Object class 08: Other Expenses	42,374.00	21,187.00		21,187.00	50.0%	42,374.00	21,187.00		21,187.00	50.0%
18	<b>748,600.00</b>	<b>246,408.64</b>	<b>321.78</b>	<b>501,869.58</b>	<b>33.0%</b>	<b>748,600.00</b>	<b>255,653.07</b>	<b>297.50</b>	<b>492,649.43</b>	<b>34.2%</b>
19 <b>Project: 687 I-CONNECTION HIGH SCHOOL</b>										
20 Object class 01: Salaries	155,644.00	81,542.90		74,101.10	52.4%	144,883.00	79,296.79		65,586.21	54.7%
21 Object class 02: Benefits	58,827.00	28,352.28		30,474.72	48.2%	53,203.00	26,849.29		26,353.71	50.5%
22 Object class 03: PS- Professional	1,675.00			1,675.00	0.0%	7,800.00	2,610.75		5,189.25	33.5%
23 Object class 04: PS- Property	1,500.00	348.12		1,151.88	23.2%	3,000.00	4,697.85		(1,697.85)	156.6%
24 Object class 05: Other Purchased Svc	6,910.00	2,063.96	472.59	4,373.45	36.7%	4,910.00	1,750.56	1,883.97	1,275.47	74.0%
25 Object class 06: Supplies	1,254.00	778.36		475.64	62.1%	1,752.00	5,579.62		(3,827.62)	318.5%
26 Object class 07: Property	2,000.00			2,000.00	0.0%	3,500.00	2,375.98		1,124.02	67.9%
27 Object class 08: Other Expenses	11,390.00	5,695.00		5,695.00	50.0%	10,952.00	5,476.00		5,476.00	50.0%
28	<b>239,200.00</b>	<b>118,780.62</b>	<b>472.59</b>	<b>119,946.79</b>	<b>49.9%</b>	<b>230,000.00</b>	<b>128,636.84</b>	<b>1,883.97</b>	<b>99,479.19</b>	<b>56.7%</b>
29 <b>INNOVATIVE EDUCATION SERVICES TOTALS:</b>	<b>1,994,054.00</b>	<b>761,505.83</b>	<b>901.65</b>	<b>1,231,646.52</b>	<b>38.2%</b>	<b>2,032,750.00</b>	<b>757,942.89</b>	<b>3,073.63</b>	<b>1,271,733.48</b>	<b>37.4%</b>

50% of Budget Year Completed



**CENTENNIAL  
BOCES**

*"Joining forces to enrich educational  
opportunities for students."*

Current Year Information

July 1, 2017 - December 31, 2017

Detailed Expense Report

Prior Year Information

July 1, 2016 - December 31, 2016

		<u>Current Budget</u>	<u>YTD Expenses</u>	<u>Outstanding Encumbrance</u>	<u>Uncommitted Funds</u>	<u>% of Budget committed</u>	<u>Prev. Yr. Budget</u>	<u>Prev. Yr. Expenses</u>	<u>Prev. Yr. Encumbrance</u>	<u>Prev. Yr. Uncommitted</u>	<u>% of Prev Yr. Budget</u>
FEDERAL PROGRAMS											
Project: 705 NC REGION MIGRANT ED PRGM											
1											
2	Object class 01: Salaries	754,155.00	373,201.80		380,953.20	49.5%	710,193.00	347,740.70		362,452.30	49.0%
3	Object class 02: Benefits	268,525.00	130,949.89		137,575.11	48.8%	236,849.00	116,422.35		120,426.65	49.2%
4	Object class 03: PS- Professional	6,000.00	3,706.20		2,293.80	61.8%	8,000.00	10,026.50		(2,026.50)	125.3%
5	Object class 04: PS- Property	7,050.00	3,925.40		3,124.60	55.7%	9,400.00	3,763.60		5,636.40	40.0%
6	Object class 05: Other Purchased Svc	717,750.00	158,800.65	13,681.19	545,268.16	24.0%	765,555.00	154,373.42	1,008.93	610,172.65	20.3%
7	Object class 06: Supplies	117,369.00	78,225.18		39,143.82	66.6%	175,607.00	57,398.70	63.98	118,144.32	32.7%
8	Object class 07: Property	-	-		-	0.0%	-	-	-	-	0.0%
9	Object class 08: Other Expenses	218,937.00	94,398.36		124,538.64	43.1%	272,486.00	104,038.84		168,447.16	38.2%
10		2,089,786.00	843,207.48	13,681.19	1,232,897.33	41.0%	2,178,090.00	793,764.11	1,072.91	1,383,252.98	36.5%
Project: 708 MSIX STATE DATA QUALITY GRANT											
11											
12	Object class 06: Supplies	2,000.00	5,536.54		(3,536.54)	276.8%					
13	Object class 07: Property	10,000.00	6,189.46		3,810.54	61.9%					
14		12,000.00	11,726.00	-	274.00	97.7%					
Project: 715 TITLE I											
15											
16	Object class 01: Salaries	29,111.00	15,189.10		13,921.90	52.2%	28,540.00	14,270.16		14,269.84	50.0%
17	Object class 02: Benefits	8,942.00	4,559.63		4,382.37	51.0%	8,602.00	4,233.40		4,368.60	49.2%
18	Object class 05: Other Purchased Svc	626,274.00	265,684.51		360,589.49	42.4%	627,185.00	148.24		627,036.76	0.0%
19	Object class 06: Supplies	-	-		-	0.0%	-	-	-	-	0.0%
20	Object class 08: Other Expenses	39,860.00	17,125.99		22,734.01	43.0%	39,860.00	1,119.11		38,740.89	2.8%
21		704,187.00	302,559.23	-	401,627.77	43.0%	704,187.00	19,770.91	-	684,416.09	2.8%
Project: 722 TTL-II(PRT A)TCHR QUALITY											
22											
23	Object class 01: Salaries	1,616.00	855.60		760.40	52.9%	1,584.00	792.24		791.76	50.0%
24	Object class 02: Benefits	463.00	239.22		223.78	51.7%	446.00	218.87		227.13	49.1%
25	Object class 05: Other Purchased Svc	211,493.00	81,581.32		129,911.68	38.6%	211,542.00			211,542.00	0.0%
26	Object class 06: Supplies	-	-		-	0.0%	-	-	-	-	0.0%
27	Object class 08: Other Expenses	12,814.00	4,960.57		7,853.43	38.7%	12,814.00	60.67		12,753.33	0.5%
28		226,386.00	87,636.71	-	138,749.29	38.7%	226,386.00	1,071.78	-	225,314.22	0.5%
Project: 725 TTL III-ENG/LANG ACQUISIT											
29											
30	Object class 01: Salaries	6,460.00	3,420.06		3,039.94	52.9%	6,334.00	3,166.74		3,167.26	50.0%
31	Object class 02: Benefits	1,849.00	956.28		892.72	51.7%	1,784.00	874.87		909.13	49.0%
32	Object class 05: Other Purchased Svc	70,692.00	13,817.54		56,874.46	19.5%	70,883.00			70,883.00	0.0%
33	Object class 06: Supplies	-	-		-	0.0%	-	-	-	-	0.0%
34	Object class 08: Other Expenses	1,580.00	363.88		1,216.12	23.0%	1,580.00	80.83		1,499.17	5.1%
35		80,581.00	18,557.76	-	62,023.24	23.0%	80,581.00	4,122.44	-	76,458.56	5.1%
Project: 726 TTL IV (PART A)											
36											
37	Object class 05: Other Purchased Svc	85,929.00	16,270.00		69,659.00	18.9%					
38	Object class 08: Other Expenses	5,156.00	410.16		4,745.84	8.0%					
39		91,085.00	16,680.16	-	74,404.84	18.3%					
Project: 730 MCKINNEY HOMELESS GRANT											
40											
41	Object class 01: Salaries	25,740.00	12,326.28		13,413.72	47.9%	25,235.00	13,150.37		12,084.63	52.1%
42	Object class 02: Benefits	9,666.00	4,415.34		5,250.66	45.7%	9,487.00	4,588.12		4,898.88	48.4%
43	Object class 04: PS- Property	-	-		-	0.0%	-	-	-	-	0.0%
44	Object class 05: Other Purchased Svc	3,750.00	2,462.85		1,287.15	65.7%	2,250.00	441.32		1,808.68	19.6%
45	Object class 06: Supplies	580.00	128.95		451.05	22.2%	500.00	294.78		205.22	59.0%
46	Object class 08: Other Expenses	2,264.00	1,151.24		1,112.76	50.8%	2,528.00	1,088.34		1,439.66	43.1%
47		42,000.00	20,484.66	-	21,515.34	48.8%	40,000.00	19,562.93	-	20,437.07	48.9%



50% of Budget Year Completed



**CENTENNIAL  
BOCES**

*"Joining forces to enrich educational  
opportunities for students."*

Current Year Information

July 1, 2017 - December 31, 2017

Detailed Expense Report

Prior Year Information

July 1, 2016 - December 31, 2016

	<u>Current Budget</u>	<u>YTD Expenses</u>	<u>Outstanding Encumbrance</u>	<u>Uncommitted Funds</u>	<u>% of Budget committed</u>	<u>Prev. Yr. Budget</u>	<u>Prev. Yr. Expenses</u>	<u>Prev. Yr. Encumbrance</u>	<u>Prev. Yr. Uncommitted</u>	<u>% of Prev Yr. Budget</u>
1 <b>Project: 731 BASIC CENTER PROGRAM</b>										
2 Object class 01: Salaries	-			-	0.0%	933.00	932.49		0.51	99.9%
3 Object class 02: Benefits	-			-	0.0%	325.00	325.44		(0.44)	100.1%
4 Object class 05: Other Purchased Svc	1,500.00	33.39		1,466.61	2.2%	100.00	99.87		0.13	99.9%
5 Object class 06: Supplies	8,500.00	7,441.68		1,058.32	87.5%	1,894.00	1,894.22		(0.22)	100.0%
6 Object class 08: Other Expenses	-			-	0.0%	-			-	0.0%
7	<b>10,000.00</b>	<b>7,475.07</b>	<b>-</b>	<b>2,524.93</b>	<b>74.8%</b>	<b>3,252.00</b>	<b>3,252.02</b>	<b>-</b>	<b>(0.02)</b>	<b>100.0%</b>
8 <b>Project: 767 MIGRANT FAMILY LITERACY PROJECT</b>										
9 Object class 06: Supplies						-	2,817.00		(2,817.00)	0.0%
10						<b>-</b>	<b>2,817.00</b>	<b>-</b>	<b>(2,817.00)</b>	<b>0.0%</b>
11 <b>Project: 770 IND RESOURCES - FED PRGM</b>										
12 Object class 03: PS- Professional	12,000.00			12,000.00	0.0%	12,000.00			12,000.00	0.0%
13 Object class 05: Other Purchased Svc	4,700.00			4,700.00	0.0%	4,700.00			4,700.00	0.0%
14 Object class 06: Supplies	1,300.00	390.61		909.39	30.0%	1,300.00	2,749.84		(1,449.84)	211.5%
15 Object class 08: Other Expenses	6,500.00			6,500.00	0.0%	6,500.00			6,500.00	0.0%
16	<b>24,500.00</b>	<b>390.61</b>	<b>-</b>	<b>24,109.39</b>	<b>1.6%</b>	<b>24,500.00</b>	<b>2,749.84</b>	<b>-</b>	<b>21,750.16</b>	<b>11.2%</b>
17 <b>FEDERAL PROGRAMS TOTALS:</b>	<b>3,280,525.00</b>	<b>1,308,717.68</b>	<b>13,681.19</b>	<b>1,958,126.13</b>	<b>40.3%</b>	<b>3,256,996.00</b>	<b>847,111.03</b>	<b>1,072.91</b>	<b>2,408,812.06</b>	<b>26.0%</b>
18 <b>GRAND TOTALS:</b>	<b>12,237,103.00</b>	<b>4,977,294.12</b>	<b>249,723.96</b>	<b>7,010,084.92</b>	<b>42.7%</b>	<b>11,964,899.00</b>	<b>4,473,714.69</b>	<b>430,842.62</b>	<b>7,060,341.69</b>	<b>41.0%</b>



**January 18, 2018**  
**Board Report**  
**Business Services/HR and Technology Departments**  
**Mr. Terry Buswell**

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**Annual Audit Update**

Centennial BOCES had the annual onsite financial audit conducted during the week of October 2-6. The audit was conducted by Holscher, Mayberry & Company, led by Mr. Tim Mayberry. This process included the Financial Statements as well as the Single Audit Report. The final 2016-17 Financial Statements and Single Audit were presented to the Board at the November 16 meeting. The completed audit was submitted to CDE and to the State Auditor on November 21.

**Facility Project**

As previously noted, the Morgan County office requires HVAC repairs/roof top unit replacements during the 2017-18 fiscal year. We received two official estimates between \$29,246 and \$29,765 depending upon the approach taken (one large unit vs three smaller units). We received a third estimate for the project; however, the cost was approximately \$50,000 and the vendor would not have time to complete the project. After receiving approval at our November 16 Board meeting, we awarded the HVAC replacement project to Spotts Brothers Furnace Company of Fort Morgan. During December, Spotts Brothers completed the project at the agreed upon cost of \$29,765.

**Carl Perkins**

As we continue through the school year, please keep the Carl Perkins program reimbursements coming in to Centennial BOCES as soon as the expenses have occurred and throughout the year. We will reimburse your district as quickly as possible. Please be sure the requested reimbursements are part of the approved local Perkins plan. It remains our goal to ensure that all of the Perkins allocation is spent each fiscal year – we do not want to have the Consortium allocation reduced because we are not spending the full allocation.

**Lighting Program Update**

Centennial BOCES conducted a multiple building wide energy review through Enertech – Energy Management Solutions of Fort Collins. The purpose of this project was to obtain significant electricity cost savings through updating the buildings lighting in the 2020 and 2040 Clubhouse buildings. Essentially the program is based on a net zero cost funded by the monthly energy savings received through new more energy efficient lighting and equipment motors. The LED Lighting Program would be based on a 60 month term with built in guarantees to not exceed current electricity bills. At the November 16 Board meeting, the new lighting program was approved. After working through their lengthy contact with legal counsel, I recommended we look at alternative funding methods. I contacted Government Capital Corporation and was given a significantly better cost for the project – saving approximately \$14,000 over the length of the term. The paperwork was also much simpler. We are bringing back an updated request to the Board at the January 18 meeting to approve Government Capital Corporation (the organization we used to lease/purchase our two Centennial BOCES vehicles) to fund the project. Upon receiving approval from the Board, we will schedule the lighting project to be completed in both buildings.

**Annual Budget**

At the January SAC meeting, I asked superintendents if we could utilize the same budget format for 2018-19 as we have in previous years. My team has begun working on the budget, and are tentatively planning on starting budget discussions at the February 8 SAC meeting where I will be asking for preliminary ideas on salary and benefits changes for the 2018-19 fiscal year. The first formal budget meeting will be scheduled in conjunction with the March 8 SAC meeting. An April budget meeting will be scheduled as needed. At the April 19 Board meeting, Centennial BOCES will provide a draft of the 2018-19 budget. The May 3 SAC meeting will include a final review of the 2018-19 budget, including all confirmed updates. After final revisions have been completed, the proposed 2018-19 budget will be submitted for approval to the Board as part of the May 17 Board meeting.



**January 18, 2018**  
**Board Report**  
**Federal Programs Department**  
**Dr. Mary Ellen Good**

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**Title I Part C ~ Migrant Education Program (MEP)**

**Migrant Parent Institutes** will take place across the region on Saturdays from 10:00 – 1:00:

- October 21                      Ft. Lupton
- November 11                  Greeley
- February 17                  Ft. Morgan
- March 3                         Yuma
- March 8                         Burlington

**Migrant Family Christmas Fiestas** took place in six communities. Approximately 1,000 children were served at the Fiestas.

- December 2                  Gift wrapping day - Greeley
- December 8                  Yuma
- December 9                  Ft Morgan
- December 11                 Burlington
- December 14                 Ft. Lupton
- December 14                 Arickaree (on the dairy)
- December 16                 Greeley

**Titles I, II, III and IV (Consolidated Federal Grants Application)**

We received final Title allocations from CDE in mid-December. There were minor changes compared to the preliminary allocations. Title I and II funding decreased slightly and Title III funds increased slightly, resulting in less than a 2% decrease overall. Erich Dorn is working with districts on budget revisions. There will be another opportunity to make final revisions in March.

**McKinney Vento Act (Homeless Education)**

We are in year two of this three-year grant which provides funding for regional support to 53 school districts through professional development and collaboration with district Homeless Liaisons and community agencies. The focus is on providing information and technical assistance to Homeless Liaisons to support students to enroll and succeed in school. Four annual regional summits were held in November and December:

- November 30                 Greeley
- December 12                 Limon
- December 13                 Sterling
- December 14                 Ft. Morgan



**January 18, 2018**  
**Board Report**  
**Innovative Education Services Department**  
**Mr. Mark Rangel**

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**Program Update**

- Working on contracts for June Educator Trainings (JET). We will have final schedule complete and registration open by mid-February as we have in past years. Please provide any suggestions to myself or your NCLC Representative.
- Completed MOU with CDE to continue to offer credit to migrant students who participate in Summer Youth Leadership Institute.
- 2017-2018 ATLP (Alternative Teacher License Program) continues to grow as we are starting six mid-year candidates. Please remind administration to notify us immediately if there is a change in employment for any ATLP candidate.
- Performing self-evaluation of Induction programs for CDE re-authorization.
- Scheduled site visit for ATLP/APLP re-authorization with CDE.

**Upcoming Trainings and Grants**

- CDE Data Security Training – CBOCES hosted on December 8
- READ Act trainings – second semester training dates will be finalized soon
- Eaton NASP PrePaRE Training – January 17&18
- Continuing work with Judy Perez regarding ILearn Collaborative to explore and possibly develop training schedule for CBOCES districts
- Continued work with Heather Hiebsch regarding TabLab Math Grant opportunity - meeting on January 18 to discuss next steps

*Innovative Education Services is dedicated to supporting districts and opening opportunities for collaboration leading to educational change.*

**INNOVATIVE EDUCATION SERVICES HOMEPAGE:** <http://www.cbocesinnovative.org>



**January 18, 2018**  
**Board Report**  
**Special Education Department**  
**Mrs. Jocelyn Walters**

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**December Count—Special Education Reports**

December 1 special education counts for each district will be provided to superintendents. We continue to see growth across the AU in students identified with special education needs. We have an increase of approximately 80 students across the AU.

**Area Wide**

We will be hosting our second and final area wide for the 2017-2018 school year on February 12, 2018. This training will emphasize Family and Community Engagement in the morning and Facilitated IEP training. Principals are encouraged to attend. Centennial BOCES will provide substitute reimbursement for special educators and general educators who attend.

**Principal Seminar**

Our next principal seminar will be held February 21, 2018 from 9:00-11:30 at CBOCES. We encourage principals to bring a special education teacher and school counselor as we consider flexible scheduling practices for the 2018-2019 school year. This practice supports collaboration between all providers in schools and allows for increased inclusion practices and co-teaching model.

**Staffing**

We currently have one open position for a school psychologist. Staffing agencies have been contacted and positions have been posted.

MEMORANDUM

**TO:** Centennial BOCES Board of Directors

**FROM:** Dr. Randy Zila, Executive Director

**DATE:** January 18, 2018

**SUBJECT: Approval of Alternative Funding Source for Enertech Lighting Improvements at Greeley Office**

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***Background Information***

At the November 16, 2017 Board meeting, approval was given for the following:

*Centennial BOCES conducted a multiple building wide energy review through Enertech – Energy Management Solutions of Fort Collins. The purpose of this project was to obtain significant electricity cost savings through updating the building lighting and where possible system motors in the 2020 and 2040 Clubhouse Drive buildings. The energy savings proposal was received October 5. Essentially the program is based on a net zero cost funded by the monthly energy savings received through more energy efficient lighting. The LED Lighting Program would be based on a 60 month term totaling \$84,600 with built in guarantees that Centennial BOCES monthly electric bills will not increase. All work will be performed as per contract documents.*

After working through their lengthy contact with legal counsel, it was recommended we research alternative funding methods. Government Capital Corporation was contacted and provided a significantly better cost for the project – saving approximately \$14,000 over the length of the term. The paperwork was also much simpler – see attached.

At this time, approval is being requested for Government Capital Corporation (the organization used to lease/purchase two BOCES vehicles) to fund the lighting project utilizing the 60 month term via Resolution #01-18 – see attached. Upon receiving approval from the Board, the lighting project will be scheduled for both buildings.

***Recommended Action***

To approve this item as presented.



January 9, 2018

Mr. Terry Buswell  
Centennial Board Of Cooperative Educational Services  
(970) 352-7404  
tbuswell@cbooces.org

Dear Mr. Buswell,

Thank you for the opportunity to present proposed financing for Centennial BOCES. I am submitting for your review the following proposed structure:

ISSUER:	Centennial BOCES, CO		
FINANCING STRUCTURE:	Tax Exempt Structure		
EQUIPMENT COST:	\$ 62,500.00 <i>(1 month deferred)</i>		
MONTHLY TERM:	36 Pmts	48 Pmts	60 Pmts
INTEREST RATE:	4.492%	4.515%	4.55%
PAYMENT AMOUNT:	\$ 1,859.66	\$ 1,426.18	\$ 1,167.05
PAYMENTS BEGINNING:	One month from signing & monthly thereafter		
EQUIPMENT COST:	\$ 62,500.00 <i>(5 months deferred)</i>		
MONTHLY TERM:	36 Pmts	48 Pmts	60 Pmts
INTEREST RATE:	4.492%	4.515%	4.55%
PAYMENT AMOUNT:	\$ 1,886.01	\$ 1,446.49	\$ 1,183.81
PAYMENTS BEGINNING:	Five months from signing & monthly thereafter		
EQUIPMENT COST:	\$ 62,500.00 <i>(at signing)</i>		
MONTHLY TERM:	36 Pmts	48 Pmts	60 Pmts
INTEREST RATE:	4.492%	4.515%	4.55%
PAYMENT AMOUNT:	\$ 1,852.03	\$ 1,420.30	\$ 1,162.20
PAYMENTS BEGINNING:	At signing & monthly thereafter		

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Michelle Sanders*

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Public Finance  
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*The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.*

## RESOLUTION 01-18

A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE  
PURPOSE OF PROCURING "LED LIGHTING AND MISCELLANEOUS EQUIPMENT".

WHEREAS, the Centennial Board of Cooperative Education Services desires to enter into certain Financing Agreement, by and between Government Capital Corporation and the Centennial Board of Cooperative Education Services, for the purpose of financing "LED LIGHTING AND MISCELLANEOUS EQUIPMENT." The Centennial Board of Cooperative Education Services desires to designate this Agreement as a "qualified tax exempt obligation" of the Centennial Board of Cooperative Education Services for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The Centennial Board of Cooperative Education Services desires to designate the Executive Director, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CENTENNIAL BOARD OF COOPERATIVE EDUCATION SERVICES:

Section 1. That the Centennial Board of Cooperative Education Services enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring "LED LIGHTING AND MISCELLANEOUS EQUIPMENT".

Section 2. That the Financing Agreement, by and between the Centennial Board of Cooperative Education Services and Government Capital Corporation is designated by the Centennial Board of Cooperative Education Services as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

**Section 3.** That the Centennial Board of Cooperative Education Services designates the Executive Director, as an authorized signer of the Financing Agreement, by and between the Centennial Board of Cooperative Education Services and Government Capital Corporation.

Section 4. That should the need arise, if applicable, Centennial Board of Cooperative Education Services will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED and APPROVED by the Board of the Centennial Board of Cooperative Education Services in a meeting held on the 18th day of January, 2018.

Centennial Board of Cooperative Education Services	Witness Signature
   _____	   _____
Name: Randy Zila  Title: Executive Director	Name: _____  Title: _____