

File: T-GDA (also T-GDB, T-GDBA, T-GDBC, T-GDBD, T-GDD, T-GDE/T-GDF-R, T-GDG/T-GDF, T-GDJ, T-GDJ-R, T-GDK, T-GDLA, T-GDO, T-GDO-R, T-GCQF, T-GDQD, T-GDQD-R)

Employee Relations

All positions at TPCA shall be established initially by the Board. All significant changes in the titles and/or responsibilities of instructional, administrative and supervisory positions shall be approved by the TPCA Board.

All employees are under the direction of the Principal and/or designee except for the Principal who shall report to the TPCA Board of Directors.

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

All employment relationships between all regular and full time employees and Twin Peaks Charter Academy shall be governed by a contract between TPCA and the individual employee. The Board may establish the terms of such contracts at the Board's discretion, including setting compensation, establishing the rights and responsibilities of the parties and other appropriate contractual terms. All employee contracts shall be terminable at will, with or without cause, by either party, on no more than two weeks' notice. The TPCA Board of Directors shall have sole and final authority and absolute discretion relating to all matters relating to any employee which are not specifically governed by that employee's contract or applicable Colorado or Federal laws. Such authority and discretion shall extend to but shall not be limited to, employee discipline, suspension, dismissal, contract renewal, hiring, recruiting, and bonus compensation (if any).

Nothing in any policy adopted or promulgated by Twin Peaks Charter Academy (including Saint Vrain Valley School District Policies which have been adopted by TPCA) shall be deemed or construed to assure, create, or imply in any manner any right to employment, renewal of employment contracts, alteration of "at will" employment status, or modification or extension of any of the terms of any contract entered into between any staff member and Twin Peaks Charter Academy. Nothing in this or any other such policy shall be deemed or construed to grant or establish any rights not specifically contained in a written contract between the staff member and Twin Peaks Charter Academy, including, without limitation, any condition, prerequisite, procedure, process, or similar factors relative to non-renewal of contracts, transfer, assignment, dismissal, allocation of responsibilities and duties, or any other matter. All employment decisions shall remain within the sole and continuing discretion of the TPCA Board of Directors, subject only to applicable Colorado and Federal law.

The President of the Board of Directors is authorized to immediately accept the resignation of the Principal. The resignation will be effective upon its receipt.

The Principal is authorized to immediately accept the resignation of an employee. In the absence of the Principal the President of the Board of Directors is authorized to immediately accept the resignation of an employee. All resignations are effective immediately upon receipt.

Mandatory reporting requirements

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 TPCA Board of Directors shall immediately notify the Colorado Department of Education (CDE) and provide any information requested by the department concerning the circumstances of the dismissal. The district also shall notify the employee that information concerning his dismissal is being forwarded to CDE unless such notice would conflict with the confidentiality requirements of the Child Protection Act.

The TPCA Board shall notify CDE whenever a licensed/certificated employee is dismissed 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 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 school employee is the suspected perpetrator and was acting in his official capacity as an employee of TPCA.

CROSS REF: T-GCB
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Approved: November 29, 1999