

## **PERSONNEL POLICIES AND GOALS**

**THE POLICIES RELATING TO PERSONNEL IN THIS MANUAL ARE INTENDED AS A GUIDE FOR THE EFFICIENT AND PROFESSIONAL PERFORMANCE OF THIS SCHOOL DISTRICT AND THE EMPLOYEES EMPLOYED BY THIS SCHOOL DISTRICT. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED TO BE A CONTRACT BETWEEN THE EMPLOYER AND THE EMPLOYEE. ADDITIONALLY, THE POLICIES CONTAINED IN THIS MANUAL ARE NOT TO BE CONSTRUED BY ANY EMPLOYEE AS CONTAINING BINDING TERMS AND CONDITIONS OF EMPLOYMENT. THE BOARD OF TRUSTEES OF THE SCHOOL DISTRICT RETAINS THE SOLE AND EXCLUSIVE RIGHT TO ADD, DELETE OR AMEND THE POLICIES AND PROCEDURES CONTAINED IN THIS POLICY MANUAL AT SUCH TIMES AS THEY DEEM IT NECESSARY AND IN THE MANNER THEY DEEM BEST FOR THE SCHOOL DISTRICT, WITH OR WITHOUT NOTICE.**

The Board recognizes that a well-qualified staff dedicated to education is necessary to provide a good educational program. The Board is interested in its employees as individuals and recognizes its responsibility in promoting their general welfare.

Through the proper administrative process the Board's specific personnel goals are:

1. To recruit, select, and employ the best qualified teachers and other staff members possible within its financial means.
2. To provide compensation and benefits sufficient to attract and retain qualified employees.
3. To provide an in-service training program through which employees may improve their performance.
4. To conduct an employee evaluation program that will contribute to the continuous improvement of performance.
5. To assign employees so as to assure their services are utilized as effectively as possible.
6. To develop the quality of human relationships necessary to obtain maximum staff performance and satisfaction.

**EQUAL EMPLOYMENT OPPORTUNITY/TITLE IX/IMMIGRATION ACT  
AND SECTION 504 OF THE REHABILITATION ACT**

The School District is dedicated to nondiscrimination in employment and program offerings. Persons who feel discrimination has taken place should contact the District's Civil Rights Coordinator for a statement of rights and grievance procedures. The District is dedicated to providing equal employment opportunities to all individuals based on job-related qualifications and ability to perform a job, without regard to age, sex, race, color, religion, national origin, or disability. It is the District's policy to maintain a nondiscriminatory environment free from intimidation, harassment, or bias based on these grounds.

Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of sex by any educational institution receiving Federal financial assistance. Officers and employees of the District are prohibited from discrimination on the basis of sex in relation to admission, treatment of students, and terms and conditions of employment.

In accordance with the Immigration and Control Act of 1987, the District will employ only United States citizens or aliens lawfully authorized to be in the United States.

In accordance with Section 504 of the Rehabilitation Act of 1973, no otherwise qualified person will, solely by reasons of his/her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity sponsored by the District.

Complaints or grievances pertaining to Title IX, discrimination and Section 504 of the Americans with Disabilities Act shall be pursued in accordance with the procedures set forth in Policy AC-R.

Legal Ref.: Civil rights Act of 1964, as amended in 1972, Title VI (42 USC 2000d) and Title VII, as amended by Equal Employment Opportunity Act of 1972 (42 USC 2000e); Education Amendments of 1972, Title IX (P.L. 92-318) (20 USC 1681); 34 CFR Part 106; 45 CFR Part 80, Part 86, Part 115, Part 122, and Part 1400; 12 CFR Part 28; 24 CFR Part 7; 41 CFR Parts 10-12; Section 504 of the Rehabilitation Act of 1973 (29 USC 701, et. seq.); Immigration Reform and Control Act of 1987; W.S. §21-7-302, §27-4-302.

Code: GBA-R/AC-R

**TITLE IX AND OTHER DISCRIMINATION COMPLAINT PROCEDURES**

For Title IX and other discrimination complaint procedures, see Policy AC-R.

Code: GBAA

**SEXUAL DISCRIMINATION AND HARASSMENT**

See Board Policy ACA.

## **STAFF INVOLVEMENT IN DECISION-MAKING**

The Board wishes to encourage employee participation in the process leading to decision making for the school district. From time to time this participation may include work on committees, as appropriate to areas, programs, and schools, in such areas as:

- Policy and regulations development;
- Development of Programs goals and objectives;
- Budget planning;
- Facilities planning.

In the development of regulations and arrangements for the operation of the school district, the superintendent should generally include at the planning stage those employees or their representative who will be affected by such provisions.

The certificated staff shall be given full opportunity and encouragement to contribute to curriculum development, with particular arrangements made for determining curricular goals and objectives, and the development of policies and regulations pertaining to the instructional program.

Each principal shall maintain channels for conferring with both the certificated and support staffs in establishing building policies and regulations.

The superintendent shall evolve with employees channels for the communication of ideas regarding the operation of the schools. He shall weigh with care the counsel given, especially by groups designated to represent large segments of the staff, and shall inform the Board of such counsel in presenting recommendations for Board action.

### **STAFF COMPENSATION**

The Business Manger will establish regular pay days and pay periods for all employees. Pay days and pay periods for employees in positions of like classification will be the same. All wages due for the pay period will be paid on the pay day following the pay period except that pay for days of work may be withheld for inclusion in a future pay period in order to assure payment of wages only for work performed and for bookkeeping purposes or otherwise in accordance with other policies pertaining to contract payments and/or extra-duty compensation.

## **BOARD-STAFF COMMUNICATION**

The board desires to maintain open channels of communication between itself and the staff. In the interest of efficiency and good administration, however, the basic line of communication between the board and its employees, including principals, teachers and support staff, will be through the superintendent.

Official communications or reports to the board or any board committee from staff should be through the superintendent. Communications from the board to the staff will be through the superintendent and it will be the superintendent's responsibility to keep district personnel informed of board actions.

## **STAFF RIGHTS AND RESPONSIBILITIES**

All staff members have a responsibility to make themselves familiar with, and abide by, the applicable laws of the state, the policies of the Board, and the regulations designed to implement them. All staff members will be expected to carry out their assigned responsibilities with conscientious concern. The first responsibility of the instructional staff is the education of the student. Also essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which will be required of all personnel:

- \* Faithfulness and promptness in attendance at work.
- \* Support and enforcement of policies of the Board and regulations of the school administration in regard to students.
- \* Diligence in submitting required reports promptly at the times specified.
- \* Care and protection of school property.
- \* Concern and attention toward their own and the Board's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

In their association with students, all school employees will set examples that are an important part of the educational process. Their manner, dress, courteousness, industry, and attitudes establish models that affect the development of young people. The Board expects its staff members to set exemplary models, as well as provide exemplary instruction.

All employees of the school district are from time to time exposed to confidential material about fellow employees, school business or student information. Staff are expected to maintain the confidentiality of information received by them and to properly secure printed materials and refrain from discussing sensitive information outside the school or with persons other than those who have a professional interest in the information.



## **STAFF ETHICS/CONFLICT OF INTEREST**

The board expects members of its staff to be familiar with the Code of Ethics that applies to their profession and to adhere to it in their relationships with students, parents, co-workers and officials.

Employees of the District will not engage in or have a financial interest in any activity that raises a reasonable question of conflict of interest with their duties and responsibilities in the school district.

School staff who might profit directly from any transaction that the school district may have with a business, service, contractor or realtor will disclose that information to the district and will remove themselves from any discussion or voting that takes place concerning the transaction.

Employees will not engage in any type of work where the source of information concerning customer, client, or employer originates from information available to them through school sources.

Employees shall not sell books, instructional supplies, musical instruments, equipment, or other school supplies for personal gain when their position on the staff is used to influence the sale of goods or services to students or parents.

No staff member shall engage in any type of private business during school time or on school property.

There should be no conflict of interest in the supervision or evaluation of employees. At no time may any administrator be responsible for the supervision or evaluation of an employee directly related to him (parent, spouse, child, brother or sister of employee), with the exception of temporary employment, for example, substitute teachers.

## **STAFF ETHICS**

### **I. GENERAL OBLIGATIONS**

High standards of professional, moral, and ethical practices commonly recognized in human relationships are essential to the teaching profession and are an integral part of this code.

Therefore:

1. A teacher's conduct shall embrace the dignity and prestige of the teaching profession.
2. A teacher shall resist pressure made by an individual, agency, or organization which tends to control or exploit the teacher's professional duties or responsibilities.
3. A teacher shall accept non-professional type extra employment only when such employment is compatible with the high ideals of teaching.
4. A teacher shall recognize his/her obligation as a member of a professional team working toward the fulfillment of the total educational needs of each individual pupil. This depends upon the close cooperation of all members of the staff.

### **II. STAFF RELATIONSHIPS**

The members of the teaching profession have obligations with respect to professional practice. These obligations are shared employer-employee responsibilities based upon mutual respect and good faith.

Therefore a teacher shall:

1. Accept the responsibility of understanding the total educational program and the relationship of one segment of the program to the other.
2. Cooperate with other staff members in the development and implementation of the total program.
3. Understand and cooperate with proper channels of authority and procedure.
4. Apply for or accept employment only on the basis of competence.
5. Cooperate in the development of school policies and assume professional obligation in this respect.
6. Abide by all terms of his/her contract.

7. Accept the professional responsibility of maintaining a high level of service.
8. Respect the professional reputation of other teachers.
9. Participate in the teacher-pupil or teacher-parent relationships of another teacher only upon the request of the teacher concerned, or through established channels of administration.
10. Encourage and assist other teachers to uphold the standards of professional practice herein enumerated.
11. Recognize the professional aspects of democratic procedure in relationships with other members of the profession.

### III. TEACHER-PUPIL RELATIONSHIPS

The primary obligation of the teaching profession is to guide children, youth, and adults in the pursuit of knowledge and skills, to prepare them in the ways of democracy, and to help them to become happy, useful, self-supporting citizens. The ultimate strength of the nation lies in the social responsibility, economic competence, and moral strength of the individual American.

Therefore, the teacher shall:

1. Deal justly and impartially with students regardless of their physical, mental, emotional, political, economic, social, racial, or religious characteristics.
2. Recognize the difference among students and seek to meet their individual needs.
3. Encourage students to formulate and work for high individual goals in the development of their physical, intellectual, creative, and spiritual endowments.
4. Aid students to develop an understanding and appreciation, not only of the opportunities and benefits of American democracy, but also of their obligations to it.
5. Respect the right of students to have confidential information about themselves withheld except when such release is made to authorized individuals or agencies or as required by law.
6. Keep teacher-pupil relationship on a professional basis.

### IV. TEACHER-COMMUNITY RELATIONSHIPS

The teaching profession occupies a position of public trust involving not only the individual teacher's personal conduct, but also the interaction of the school and the community. Education is most effective when these many relationships operate in a friendly, cooperative, and constructive manner.

Therefore, a teacher shall:

1. Adhere to a reasonable pattern of behavior accepted by the community for professional persons.
2. Perform the duties of citizenship, and participate in community activities with due consideration for obligations to students, family and self.
3. Discuss controversial issues from an objective point of view, thereby keeping classes free from partisan opinions.
4. Recognize that the public schools belong to the people of the community, encourage lay participation in shaping the purposes of the school, and strive to keep the public informed of the education program which is being provided.
5. Work to improve education in the community and to strengthen the community's moral, spiritual, and intellectual life.
6. Work to foster and maintain a public opinion that will discriminate between the ill-trained, poorly prepared teacher and the properly trained, fully qualified practitioner who is a professional teacher in every respect.
7. Respect the community in which employed and be loyal to the school system, community, state and nation.

## **STAFF CONDUCT**

The board reaffirms one of the oldest beliefs in education: One of the best methods of instruction is that of setting a good example. The board expects that the staff of the district will strive to set the kind of example for students that will serve them well in their own conduct and behavior which will contribute toward an appropriate school atmosphere. To that end, in dress, conduct, and interpersonal relationships, all staff should recognize that they are being continuously observed by students and that their actions and demeanor will be reflected in the conduct of the students.

The relationship between the teacher and the students should be one of cooperation, understanding, and mutual respect. The teacher has a responsibility to provide an atmosphere conducive to learning, and to motivating each student to perform to his/her capacity. The teacher will strive to secure individual and group discipline, and should be treated with respect by the students. Teachers should extend to students the same respect and courtesy which they, as staff members, have a right to demand. Although it is desired that teachers have a sincere interest in students as individuals, partiality must be avoided and teacher-pupil friendship must be on a teacher-pupil basis.

### **GIFTS TO AND SOLICITATIONS BY STAFF**

The acceptance of gifts or favors can, to some persons under some circumstances, place the person accepting such gift or favor in a situation where a return obligation might be indicated or where they may be a perception of favoritism which results from the gift. Gifts from students to staff shall be discouraged. Likewise, employees are discouraged from giving gifts to staff members who exercise administrative or supervisory authority over them either directly or indirectly.

However, in accordance with the intent of this policy, gifts of an especially sentimental nature, or little or no monetary value, such as valentines made by pupils, cookies, and other tokens of this nature, should not be encouraged but may be accepted if they have not been solicited by an employee of the district.

All employees of the district are prohibited from accepting things of material value from companies or organizations doing business with the school district. Any complementary gift or article received by a staff member as a result of purchasing supplies, equipment, or other items for the school, shall become the property of the school district. Exceptions to this policy may be made for acceptance of minor items which are generally distributed by the companies through public relations programs.

Solicitation by staff of money, gifts, or donations from any student or school-related group such as classes, athletic groups, musical groups, etc., is prohibited.

## **DRUG-FREE WORK PLACE**

It shall be the policy of the school district to have a drug-free work place and comply with the provisions of the Drug-Free Work Place Act of 1988.

Employees shall be notified of this policy of the school district as follows:

- a. The District shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited by the school district and that any violation of this policy may result in suspension or termination of employment.
- b. The District shall establish a drug-free awareness program, which program shall inform employees about:
  - (1) the dangers of drug abuse in the work place;
  - (2) the District's policy of maintaining a drug-free work place;
  - (3) any available drug counseling, rehabilitation and employee assistance programs; and
  - (4) that failure to comply with this policy may result in suspension or termination of employment.

All current employees of the school district shall be notified of this policy and the District shall endeavor to give any future employees a copy of the policy. All employees are responsible for being aware of the policies of the school district which are available in the policy manuals distributed throughout the district.

Every employee shall notify his supervisor of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after the conviction.

The District shall endeavor to notify the federal agency involved in any grant to the District involving the employee within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

The District shall within thirty (30) days after receiving notice of a conviction occurring in the work place of any criminal drug statute, take appropriate personal action against the employee up to and including termination of employment.

Unless the employee is terminated, the employee shall also be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health, law enforcement or other appropriate agency.

The school district shall further make a good faith effort to continue to maintain a drug-free work place throughout the implementation of this policy.

Code: GBEC-A

**ALCOHOL AND CONTROLLED SUBSTANCE TESTING POLICY  
FOR TRANSPORTATION PERSONNEL**

See Policy EEAEA-R.



## **NOTICE TO EMPLOYEES OF THE DRUG-FREE WORK PLACE**

You are hereby notified that it is a violation of the policy of this District for any employee to possess or use alcohol in the work place or to unlawfully manufacture, distribute, dispense, possess, or use on or in the work place any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance.

Workplace is defined as the site for the performance of work done, including a school building or other school premises, any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities, or off school property during any school-sponsored or school-approved activity, event, or function such as a field trip or athletic event where students are under the jurisdiction of the School District.

You are further notified that it is a condition of your continued employment that you will comply with the above policy of the School District and will notify your supervisor of your conviction of any criminal drug statute for a violation that occurred in the workplace or a determination that you as an employee used or were in possession of alcohol in the workplace, no later than five (5) days after the conviction. Any employee who violates the terms of the District's Drug-Free Workplace Policy may be non-renewed or his/her employment may be suspended or terminated at the discretion of the Board of Trustees.

Any employee who violates the terms of the school district's drug-free work place policy shall, unless terminated, satisfactorily participate in a drug and alcohol-abuse assistance or rehabilitation program approved by the Board. If the employee fails to satisfactorily participate in such a program, the employee shall be non-renewed or his/her employment may be suspended or terminated at the discretion of the Board.

LEGAL REF: Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 CFR 1300.11 through 1300.15.

## **TOBACCO-FREE WORK PLACE**

The school board recognizes that smoking represents a health and safety hazard which can have serious consequences for the smoker and non-smoker and the safety of the district. Because of the board's grave concern for the safety of the district and in order to protect the students, staff, employees, visitors and guests of the district from an environment that may be harmful to them, and because of its possible harm to personal well-being, the board hereby prohibits the smoking and/or use of tobacco products by all staff visitors or guests while on the school premises.

For the purposes of this policy, the school premises shall be defined to include:

- 1) all school buildings and structures including, but not limited to, school/administration building, gymnasiums, auditoriums, bus maintenance garage, warehouse, and any other district structure;
- 2) all district vehicles and buses;
- 3) the football/track stadium and associated facilities;
- 4) all grounds and parking lots.

## **STAFF WELFARE/PROTECTION**

The board of trustees is committed to providing a healthful environment for all students and employees. To prevent disease transmission and promote a healthy educational/social environment in the district, the board has adopted policies pertaining to communicable disease and a bloodborne pathogen exposure control plan (EBBA-R).

## **STAFF HEALTH**

### **Physical and Mental Examination Requirements**

The board believes that most human problems can be dealt with successfully provided they are identified during the early stages and referral is made to a helping resource. The board therefore promotes an attitude of assistance and support towards solving human personal problems encountered by employees, e.g., alcohol or other drug misuse, physical or mental problems, communicable disease, or other concerns which may affect job performance. The board intends that this policy will encourage staff to take early advantage of the resources available on a voluntary basis.

Through its overall safety program and various policies pertaining to school personnel, the Board shall seek to insure 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. The district 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 released only in limited circumstances.

#### Routine Physical Examinations

All new employees as a condition of employment shall present a completed physical examination form from a physician prior to assuming their duties and/or receiving pay. A 30-day grace period may be allowed if approved by the Superintendent. All bus drivers, including full-time, regular part-time or temporary part-time drivers shall be required to have an annual physical examination to obtain an operator's permit.

#### Special Examinations

The Board recognizes that an individual's medical diagnosis is privileged information between the patient and medical professions. However, whenever a staff member's medical condition is such that it interferes with his ability to perform her/his duties or there is a risk to the health and safety of others, the district has a responsibility to take necessary steps to evaluate the employee's condition and make appropriate employment decisions. The Board may request physical examinations and/or mental 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 her/his ability to perform his duties or which may pose a significant risk to the health, safety or welfare of the employee or others. The school district shall select the medical professional to conduct such examination.

#### Communicable Diseases

An employee with an acute, common communicable disease, infection or condition of which there is a significant risk of being transmitted while performing services in the school setting and which, if transmitted, poses a risk of serious health problem, shall not report to work during the period of time in which s/he is contagious/infectious. The district reserves the right to require a physician's

statement prior to the employee's return to work.

Any employee who becomes aware that s/he has a long-term, communicable disease, which poses little risk of transmission in a school setting, may want to report to a designated school administrator that s/he is afflicted with the disease. If the employee elects to make the report, the administrator shall work with the employee to provide a safe environment for the employee and other personnel with whom the employee has contact. The school district will treat these employees in a fair, nondiscriminatory and confidential manner consistent with the district's legal obligations. Federal and state law mandate that handicapped individuals not be discriminated against on the basis of their handicaps and that, if it becomes necessary, some reasonable accommodations be made to enable qualified individuals to continue work.

#### Confidentiality

In all instances, district personnel shall respect the individual's right to privacy and treat any medical diagnosis as confidential information. Special precautions should be taken to protect information regarding an employee's health condition in order to prevent instances of disclosure that may invade the personal privacy of the employee. Records pertaining to confidential medical information of employees should be kept separate from employment records (personnel file). The records should be maintained in a secure location with a designated person responsible for the records.

## **STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

The Board of Trustees recognizes that successful functioning of our democratic society depends upon each individual's acceptance of his or her responsibility for participation in politics and government. This shall not be construed to mean that the district will provide financial support by paying salaries during absences related to elective political offices. It is also recognized that school district employees have a primary obligation for providing quality instruction to the children with whom they work.

The Board of Trustees does not restrict the political involvement of district employees provided:

- 1) That an absence for political activities will be treated the same as any other absence for personal reasons and must have prior approval by the administration;
- 2) That no school facilities, equipment, or supplies be used for campaigning or other political activities nor shall the employee discuss the campaign with school personnel or students during the work day, nor shall the employee use any time during the work day for campaigning purposes;
- 3) That approval of candidacy for public office or other political activity that necessitates absence from work in excess of that provided by board policies or contract must be approved by the board of trustees at least five (5) days before any public announcement of such candidacy; except in exceptional cases the board will not allow employees to miss any significant amount of work in order to hold office and carry out the duties of their elected office. In those instances in which the board, however, approves the candidacy for public office and the absence from work, the board will determine the terms and conditions under which the employee may continue employment as he seeks and holds public office. No salary will be paid by the school district for any absence from school duties because of political activities or duties of political office.

## **PERSONNEL RECORDS AND FILES**

Information about staff members is required for the daily administration of the school district, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting the Board's educational reporting requirements. To meet these needs, the superintendent shall implement a comprehensive and efficient system of personnel records maintenance control, under the following guidelines:

1. A personnel folder for each present and former employee shall be accurately maintained in the central administrative office. In addition to the application for employment and references, the folders shall contain records and information relative to compensation, payroll deductions, evaluations, and other pertinent information.
2. The superintendent shall be the official custodian for personnel files and shall have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the Wyoming Public Records Act.
3. All personnel records are considered confidential under the law and shall not be open to public inspection. Access to personnel files shall be limited to persons authorized by the superintendent to use the files for the reasons cited above. Access shall also be permitted to the information described in paragraph (4) of this policy and shall not be considered confidential for that purpose.
4. Pursuant to the No Child Left Behind Act of 2001, a parent of a child attending school within Big Horn County School District Number Two may request the following information regarding any teacher(s) that are teaching the parent's child:
  - whether the teacher is qualified or licensed to teach in the areas that he/she is teaching
  - whether the teacher is teaching under emergency or provisional status
  - the teacher's college major and degree and any other graduate degrees; and
  - whether the student received any services from a paraprofessional and the qualifications of that paraprofessional.

To the extent that the disclosure of the above information is inconsistent with the Wyoming Public Records Act, employees of Big Horn County School District Number Two shall be considered to have consented to and waived the disclosure of this information in order to comply with the No Child Left Behind Act of 2001.

5. Each employee shall have the right, upon request, to review the contents of his own personnel file, with the exception of references and recommendations provided to the district on a confidential basis by universities, colleges, or persons not connected with the district.
6. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and shall become part of the employee's personnel file.
7. Lists of district employees' names and home addresses shall be released only to governmental agencies as required for official reports, unless approval to do so is granted by the employees.
8. **CRIMINAL BACKGROUND CHECK.** Information received from criminal background checks shall not be placed in the District personnel file retained for each District employee. This information shall be placed in a separate locked file cabinet maintained at the central administration office. The access to this information shall be limited to the Superintendent or responsible party designated by the Superintendent to receive criminal history record information. The Superintendent and any other responsible party designated by the Superintendent shall be the persons responsible for the security of the criminal history record information. Criminal history record information may be maintained in electronic format so long as the file is secure and access is limited only to the Superintendent or responsible party designated by the Superintendent. The data base must be password-protected in order to limit access to only those individuals designated. If IT individuals or contractors have access to the data base, then additional precautions should be taken to train IT individuals and to specifically limit their ability to review the information. The criminal history record information shall be retained only so long as necessary to verify the suitability of a selected applicant or, in the case of applicants that are denied, for so long as is necessary to ensure that all challenges/appeals have been concluded, which shall generally be at least one year. Criminal history record information will be retained for at least one (1) year, after which it will be destroyed for all unsuccessful candidates by shredding or other permanent electronic deletion, but may be retained and considered for successful applicants, which information may be reviewed in the event of the applicant's transfer to a new position. Criminal history record information will be destroyed after termination of employment. When criminal history record information is destroyed, the District may retain a record indicating that the information was received and the date the information was destroyed, in order to verify compliance with the mandatory criminal history record information review process. The record verifying acquisition and destruction of the CHRI will be retained by the District so long as any successful applicant is employed. Misuse of criminal history record information may result in disciplinary action, up to and including termination, as per District disciplinary policies. For hiring procedures pertaining to criminal background check, see Board policy GCF-R.
9. **MEDICAL RECORDS.** The District from time to time may find it necessary to require a medical examination (and/or inquiry) of an employee that is job-related and consistent with business necessity. Medical examinations and/or inquiries may be necessary to help assess an employee's ability to perform job-related functions. Medical information may be acquired



for determining FMLA eligibility, as well as to assess necessary leave and/or fitness to return to duty. Information acquired by the District regarding the medical condition or history of any employee shall be collected and maintained on separate forms and in separate medical files and be treated as a confidential medical record except that:

- (i) Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
- (ii) First aid and safety personnel may be informed when appropriate if the medical condition/disability might require emergency treatment.

In the event the School District should make available to staff an employee health program, information acquired from medical examinations, including voluntary medical histories, shall also be collected and maintained on separate forms and in separate medical files.

LEGAL REF.: Wyoming Statutes 16-4-201, et seq. (Wyoming Public Records Act)  
Family Educational Rights and Privacy Act of 1974.

## **STAFF COMPLAINTS/GRIEVANCES**

Grievance: A grievance is a written allegation by an employee that there has been a violation, a misinterpretation, or inequitable application of any provision of board policy, rule, regulation or procedure. The term "grievance" shall not apply to matters of employment, continued employment (termination, dismissal or suspension), content of evaluations, or any matter defined as a contested case under the Wyoming Administrative Procedure Act. Channels will be established for personnel to present grievances which shall permit their resolution at the lowest possible level. Any employee who desires to present a claim of discrimination in the form of a grievance may utilize this policy rather than alternative policies if so desired. For Grievance Procedure, see (GBK-R).

## STAFF COMPLAINTS AND GRIEVANCES

### Section 1. Definitions

- a. **Grievance:** A grievance is an assertion by an aggrieved party that there has been a violation, a misinterpretation, or inequitable application of any provision of board policy, rule, regulation or procedure. The term "grievance" shall not apply to matters of employment, continued employment (termination, dismissal or suspension), content of evaluations, or any matter defined as a contested case under the Wyoming Administrative Procedure Act.
- b. **Aggrieved Party:** An aggrieved party is any employee of the school district who asserts a grievance.
- c. **Supervisor:** A supervisor is any employee with immediate supervisory and rating responsibility over other employees.

Section 2. Purpose. As problems may arise, good morale will be maintained by the expeditious and sincere efforts of all individually concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to any problem which may, from time to time, arise. As appropriate at all levels, the proceedings will be kept informal, expeditious and confidential.

Section 3: Non-limiting. Nothing herein contained shall be construed as limiting the presently existent right of any school employee having a grievance to discuss the matter informally with the appropriate member of the administration.

### Section 4. Stages of Grievance Procedure

#### a. Level I

(1) **Problem Identification:** The aggrieved party will notify, in writing, his supervisor of his/her grievance in sufficient detail so that the problem can be understood. This document will constitute the complaint of grievance for subsequent stages subject to written amendment or supplement.

(2) **Meeting:** The supervisor will schedule a meeting within 10 days for discussion of the grievance. If the grievance involves other district employees who may be parties in interest, notice will be given such person or persons and an opportunity afforded to be present at all sessions concerning the grievance. All participants shall have the right to freely express their

opinions in an effort to resolve the matter informally to the satisfaction of everyone. The supervisor may also meet separately with the concerned parties.

(3) Written Decision: A written decision will be made and filed within five (5) days by the supervisor.

(4) Directly Involving Supervisor: In the event the problem of the aggrieved party directly involved the immediate supervisor of the aggrieved party, the superintendent shall act as the supervisor for purpose of the Level I grievance procedure, and in the event an appeal is necessary, the Level III procedure will be followed.

(5) Directly Involving Superintendent: In the event the problem of the aggrieved party directly relates to the superintendent, the Board of Trustees shall act as the supervisor for the purpose of the Level I grievance procedure. In this situation, the decision of the Board will be made and filed within ten (10) days after the date of conclusion of the hearing and shall be final.

#### b. Level II

(1) Appeal: An appeal from the supervisor's decision may be taken by any party in interest within 10 days after the date of filing of the decision, by filing an appropriate notice.

(2) Meeting: A meeting will be held within ten (10) days after receipt of the written notice of appeal by the superintendent. Unless waived by the party filing the appeal, the superintendent shall give forty-eight (48) hours notice of the time, date and place of the meeting.

(3) Decision: A written decision will be made and filed within 10 days after conclusion of the meeting.

#### c. Level III

(1) Appeal: An appeal by any party in interest for a hearing before the Board of Trustees may be taken by filing a written notice within 30 days after the entry of the superintendent's decision.

(2) Board Hearing: Within ten (10) days after receipt of written notice of appeal, the Board shall schedule an informal hearing which may be held in executive session. Notice shall be given to all parties in interest.

(3) Decision: The decision of the Board will be made and filed within ten (10) days after the date of conclusion of the hearing and shall be final. The decision of the Board shall be the final step of the grievance procedure.

In order to institute the procedures afforded herein, notice of a grievance must be filed with the supervisor within 30 days after the aggrieved person knew or should have known, of the act or condition on which the grievance is based.

**Section 5. Optional Discrimination Complaint Procedure.**

Anyone who believes that he/she has been discriminated against, also has the option to utilize Board policy AC-R or file complaints with the Office for Civil Rights, Region VIII, United States Department of Education, Federal Building, Suite 310, 1244 Spear Blvd., Denver, Colorado 80204-3582.

Section 6. For purposes of this policy, “day” shall not include weekends or holidays

Revised: 4/14/2014

Adoption Date: March 10, 2008

**BIG HORN COUNTY SCHOOL DISTRICT #2**  
**STAFF COMPLAINTS AND GRIEVANCES**

Answer all questions. If a question is not applicable, state such. Use reverse side, if necessary.

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Complainant represents:     Himself/Herself

Has an informal meeting with your superior to administrator been held? If so when?

What specific actions, statements, or negligence do you object to?

When and how often do you believe these have occurred?

When and on what evidence did you learn of the situation?

What action do you believe should be taken to correct the situation?

Comments:

---

Signed/Date

## **PROFESSIONAL STAFF POSITIONS**

All certificated positions in the school district shall be established initially by the Board. Certified personnel shall be those individuals certified and employed as teachers, administrators, supervisors, and specialists by the Wyoming Department of Education. Certificate and permit holders with endorsement areas that do not include teaching will be considered as classified staff.

Job descriptions will be developed for each position as established by the Board. Job descriptions will be maintained in a job description manual. In each case, the Board will approve the broad purpose and function of the position, approve a statement of job requirements as recommended by the superintendent, and delegate to the superintendent the task of writing, or causing to be written, a job description for the position.

The Board requires the superintendent to maintain a comprehensive coordinated set of job descriptions which set forth clear-cut responsibilities for all positions that will promote harmony and efficiency in school operations.

Since the Board is responsible for establishing positions, only the Board may abolish a position it has created.

## **PROFESSIONAL STAFF CONTRACTS AND COMPENSATION**

The board recognizes that competitive compensation plans which include adequate base salary, salary incentives, and employee benefits, are necessary to attract and retain highly qualified and able individuals to provide an effective educational program.

It is the board's intent to review all compensation plans annually with representatives of the district's professional staff.

Administrators' salaries will be determined by board action with consideration given to the assigned responsibilities and specialized training.

Every teacher in the district shall be issued an individual contract or notice of continuing employment for each school year. All teachers shall be offered a new contract by April 15 or notified of non-renewal or recommendation of termination by that date.



## **PROFESSIONAL STAFF CONTRACTS AND COMPENSATION**

It is the desire of the Board of Trustees to attract and retain competent, qualified personnel for the public schools of this District through the District's working conditions, salary schedule, and compensation plans. All compensation shall be at rates established by the Board. Members of the teaching staff and other certified employees shall be paid uniformly with all like employees, based on the established salary schedule. The Board shall review the salary schedule annually. The Board's practice is to meet or have representatives meet with staff representatives to discuss matters of salary and benefits.

The Superintendent shall meet with administrators and make recommendations to the Board in regard to salaries and benefits for building-level and District-level administrators.

### **INDIVIDUAL CONTRACTS**

The Wyoming Teacher Employment Law defines the status of teacher contracts, the procedures for renewing or terminating teacher contracts, the rights and responsibilities of teachers and the Board in the area of contracts, and the procedure for suspension, dismissal, or termination of a teacher. All terms and conditions of contracts with certified staff members shall conform to these requirements.

Nothing in this policy or any policy of the district shall be construed to alter the employment status or expectations of any initial contract teacher. The board may elect to nonrenew the contract of any initial contract teacher for any reason deemed appropriate by the board and without any obligation to give a hearing as to the reasons.

### **RENEWAL**

#### **Employment of Initial Contract Teachers on Annual Basis; Notice of Termination to Such Teachers**

An initial contract teacher who has taught in the system continuously for a period of at least ninety (90) days shall be hired on an annual basis and shall be notified in writing of termination, if such is the case, together with written reasons therefore, no later than April 15 of each year.

#### **Notice of Recommendation of Termination to Continuing Contract Teacher; When Termination Effective**

A continuing contract teacher shall be notified of a recommendation of termination by the Superintendent or any member of the Board by giving such teacher written notice thereof, together with written reasons therefore, on or before April 15 of any year.

### **RESIGNATION OF TEACHERS**

Any teacher may resign his/her position, effective at the end of the school year, by giving written

notice, on or before May 15 of any year, to the Superintendent of Schools or any other designated official of his/her desire not to be employed by the School District for the following year.

#### WHEN CONTRACT OFFERED AND ACCEPTED BY INITIAL CONTRACT TEACHER

The Board must offer a contract for the ensuing year to each initial contract teacher, if such is to be offered, by April 15, and it must be accepted by May 15 of each year or the position will be declared open.

#### PART-YEAR CONTRACTS

When teachers are employed as regular class teachers, not as substitutes, to commence work after the beginning of the school year for a period less than a full year, their total compensation, including salary for summer months, shall be prorated using the total number of days taught divided by the total number of teaching days multiplied by the total annual compensation amount. The superintendent with advice and input from other administrators and staff, will develop regulations governing course credit towards salary advancement for certificated employees.

**PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS**

**ADMINISTRATIVE GUIDELINES FOR COURSE CREDIT TOWARD ADVANCEMENT ON THE DISTRICT SALARY SCHEDULE**

1. Courses taken must be in the area of instructional field, must relate directly to teaching responsibility, or must be in the area(s) of endorsement.
2. Course credit fees and tuition costs must be borne by the individual.
3. Courses taken must be graduate level.
4. Graduate degrees pursued in areas outside the instructional field, area of responsibility, or area(s) of endorsement require a bona fide, filed graduate program submitted to the Superintendent prior to the beginning of course work..
5. Wyoming Department of Education /PTSB credit counts only toward re-certification.
6. Repeated courses will not count.
7. Requests must be submitted and approved by the Superintendent or his/her designee prior to enrolling in class to receive credit toward advancement on the salary schedule.
8. Evidence of courses completed for advancement on the salary schedule must be submitted to the Business Manager's office no later than October 1 of that school year, with transcripts or other official document showing credits earned.

## **PROFESSIONAL STAFF COMPENSATION PLANS AND SUPPLEMENTAL (EXTRA-DUTY) PAY**

It is the intent of the Board of Trustees of the District to establish a salary schedule for teachers and certified employees that will successfully attract new teachers and appropriately compensate those teachers and certified employees that have provided extended service to the District. All teachers' and certified employees' salaries will be determined in accordance with the salary schedule adopted by the Board of Trustees.

The adopted salary schedule expresses the policies the Board expects to follow in establishing teachers' and certified employees' salaries. The Board will make every reasonable effort to maintain the approved salary schedule, but it reserves the right to amend, at any time, any or all parts of any current schedule and provisions relating thereto. Under this provision, any part or all of the annual increments or horizontal columns may be withheld and such other adjustments of salary may be made as financial conditions warrant.

### Placement

All teachers hired by the District shall receive credit in accordance with the District's salary schedule for all prior years of service obtained as a teacher in any Wyoming school district, or as a teacher in the regional development preschool system as defined by W.S. §21-2-701(a)(iii).

### Certification

Wyoming Statute stipulates that no persons shall teach or supervise in a public school in this state and receive compensation therefore out of any public fund who at the time of rendering such services is not a holder of or a candidate and qualified for a certificate issued, or to be issued, under the laws of this state and the rules and regulations of the State Board of Education. Therefore, it is the responsibility of each teacher and certified employee to maintain appropriate certification to fulfill their assigned responsibilities in the State of Wyoming. Re-certification should be applied for through the Professional Teaching Standards Board sufficiently in advance of the expiration date of the current certificate to allow re-certification to be completed prior to the expiration of the current certificate. Securing and maintaining appropriate Wyoming certification is the responsibility of the individual teacher or certified employee, not the responsibility of the District.

### Additional Credit (Horizontal Advancement)

Only those credits which are pre-approved by the Superintendent in accordance with Board Policy GCB-R shall apply toward horizontal advancement on the teacher salary schedule. The Board limits horizontal advancement to not more than one (1) step each year at its discretion.

Teachers and certified employees intending to move horizontally on the salary schedule must notify the Business Manager in writing of their intent to move horizontally on or before May 1 of the year

prior to the anticipated movement. Documentation for the credits earned (official transcripts) should be presented to the Business Manager's office at the earliest date possible following the completion of the work to accumulate the extra credits but must be provided on or before October 1 of the contract year in which horizontal movement is anticipated. It is the teacher's or certified employee's responsibility to ensure that all official documentation (official transcripts) has arrived in the Business Manager's office on or before October 1 and that the transcripts appropriately reflect successfully completion of the advanced degree and/or all credits which are to be applied toward horizontal movement on the salary schedule.

Compliance with the above, while meeting the requirements of the local Board, shall not be understood or construed thereby to modify or fulfill any requirements of the Wyoming State Board of Education or the Professional Teaching Standards Board.

### Service Increments

Service increments, as set out in the salary schedule, shall become effective on September 1 or at the beginning of the new contract year. Service or experience increments will be allotted for a full year of service only.

### Extra Pay for Extra Duty

Annual salaries shall always be interpreted to include compensation for other school-related duties not connected with the regular classroom assignments which may be made. Certain extra duties involve such additional time for preparation and supervision as to make it inequitable to be considered within a regular assignment under the salary schedule. The Board of Trustees, upon the recommendation of the Superintendent, will determine which desired school activities' sponsors shall receive extra pay. Extra-duty assignments shall be compensated at the rate established by the Board of Trustees. No employee shall acquire tenure in any extra-duty assignment.

### Pay Schedule

Teachers and certified employees shall be employed at the annual salary rate provided in the most recent salary schedule approved by the Board. Salaries shall be computed and paid in twelve (12) substantially equal installments. The payroll date shall be established by the Business Manager. In the event that pay day falls on a weekend or holiday, the Business Manager may choose to pay on the closest working day to the payroll date. The Business manager may elect to pay one or more of the last three (3) months' salary in a lump sum. Teachers and certified employees leaving the District will, with proper notification, be able to collect any remaining portion of their salary at the time of separation.

### Substitute Pay

Substitute teachers shall be paid at the daily rate for substitutes as established by the Board. However, when a substitute has been continuously employed for ten (10) consecutive days in the same teaching assignment, his/her daily rate of compensation will be calculated at the daily rate of

pay for the position of BA, Step One, on the current salary schedule. The substitute teacher would then continue to be compensated at this increased daily rate as long as he/she continues to be employed at that same assignment. State certification regulations limit a substitute teacher to teach a maximum of forty-five (45) days in any one teaching assignment (any part of one day taught is counted as one full day) per semester during the absence of a regularly certified and employed teacher because of that teacher's temporary inability to perform normal teaching duties. A substitute teacher who holds full Wyoming certification as a teacher with the appropriate endorsements for the subjects being taught may be assigned as a substitute for more than forty-five (45) days in a given semester.

### Administrators' Salaries

It is the intent of the school district to establish a salary schedule for district-level administrators other than the superintendent that will successfully attract new building-level and selected district-level administrators and appropriately compensate those that have provided extended service to the district. All administrators' salaries covered under the provisions of this salary schedule will be determined in accordance with the salary schedule accepted by the board of trustees.

The adopted Administrative Salary Schedule expresses the policies the Board expects to follow in establishing salaries for principals, assistant principals, and selected District-level administrators. The Board will make every reasonable effort to maintain the approved salary schedule, but it reserves the right to amend, at any time, any and all parts of any current schedule and provisions relating thereto. Under this provision, any part or all of the incremental adjustment used to establish salaries may be modified, changed, or withheld, and such other adjustments of salary may be made as financial conditions warrant.

District-level administrators not included on the District's Administrative Salary Schedule shall have their salaries established by the Board of Trustees after consideration of the recommendation from the Superintendent.

### Professional Staff Leaves and Benefits

All paid professional staff leaves and benefits as identified in Board policies GCBD and GCC which are provided to teachers and certified employees by the Board of Trustees are considered as a part of compensation to the employee.

## **PROFESSIONAL STAFF FRINGE BENEFITS**

The Board of Trustees of the District recognizes that, in addition to the basic salary, other benefits are considered an integral part of the total employee compensation package. It is the policy of the Board that provision for appropriate fringe benefits, including leaves, retirement benefits, group insurance, and Workmen's Compensation, be made in accordance with law.

The Superintendent or his/her designee will administer those employee benefit programs which are approved by the Board of Trustees and offered to District employees. It is the practice of the Board of Trustees, through the District administration, to voluntarily meet with staff representatives to discuss fringe benefit offerings prior to approving them. The board retains the sole and exclusive right to alter, amend, or revoke benefits offered pursuant to this policy.

### Workmen's Compensation

In accordance with Wyoming Statute, the District employees required to be covered are covered under Wyoming Workmen's Compensation and are entitled to the prescribed benefits of the plan should they become injured while at work or sustain a work-related injury. All work or work-related injuries must be reported and filed in compliance with guidelines established under Wyoming Workmen's Compensation laws. The District, at its option, may cover other employees under Wyoming Workers Compensation also.

### Liability Insurance

As a part of the district's umbrella insurance coverage, the board of trustees carries liability insurance acquired to protect employees against damage suits arising out of the employee's performance of his/her duties within the scope of his/her employment and assigned responsibilities with the school district.

### Leave of Absence

All full-time and eligible permanent part-time District employees will be eligible for a variety of different leaves of absence. All leaves of absence shall be categorically approved by the Board of Trustees and shall be administered by the Superintendent.

### Insurance

The school district will make available medical coverage for full-time certified employees and their dependents in a board-approved health/dental plan and life insurance plan for the employee. The board of trustees may elect to contribute to the costs of these plans. The amount to be contributed by the board shall be set by the board. Part-time personnel may be included in the above programs on a pro rata basis.

## COBRA

Title IX of the Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that certain employers' group health plans permit employees, spouses, and dependents to continue coverage after divorce, separation, death, termination, or reduction in work hours, or failure of the dependent to meet the correct definition of dependent. In compliance with this legislation, the District will extend health coverage to those named by the legislation under the criteria established by the Federal government.

## Annuities

Employees may request a salary deduction for annuities. It shall be the employee's responsibility to select a carrier for his/her annuity plan and make arrangements with the Business Office for monthly salary deductions. All plans selected must be approved for operation in the State of Wyoming and will be administered in accordance with applicable State and Federal statutes.

## Early Retirement

The district may offer an early retirement program in accordance with board policy GCQE, Early Retirement Plan, to those employees who qualify.

## Wyoming State Retirement Program

By Wyoming statute, all district employees must be enrolled in the Wyoming State Retirement Program. By board authorization, the district may pay the district's portion and the employee's portion of all required Wyoming state retirement contributions for each certified employee.

## Severance Pay

A severance pay for unused accumulated sick leave days in excess of 90 days which are credited to the individual employee's account may be set up for all full-time and permanent part-time employees as may be approved on an annual basis by the Board. Any termination for cause shall nullify this annual benefit if this benefit is approved and in effect for the current year. The board of trustees reserves the right to provide such other benefits to employees as in the discretion of the board are appropriate and in accordance with state and federal law.



**ALL STAFF LEAVES AND ABSENCES  
ANNUAL LEAVE**

Under this policy Annual Leave will be considered short term leave. Generally speaking, annual leave is intended to be used for sick leave for illness/medical needs of the staff member, immediate household or member's immediate family (including routine and planned medical/dental appointments), bereavement, weddings, children's activities, community service, political activity, personal business, etc. Annual Leave must be exhausted prior to drawing upon Accumulated Sick Leave. Unused Annual Leave will accumulate as Sick Leave and be used subject to the rules of using Accumulated Sick Leave as specified in this policy. Annual leave must be taken in increments of "whole" or "half" days. Employees may take up to three consecutive annual leave days. Leave requests beyond 3 consecutive days must constitute an emergency or medical necessity beyond the control of the employee and be approved by the superintendent. The superintendent may require and the employee must provide any supporting documentation for this request. The request will be disallowed, if in the superintendent's judgment, criteria in the above sentence is not met and/or the interest of the district so dictates.

Annual leave is not vacation leave. Annual leave will generally not be allowed during the first week of school, the day prior to or after holidays, during the last week of the school year, or on professional development days. Any exceptions must constitute extenuating circumstances beyond the control of the employee and be approved by the superintendent. The request will be disallowed, if in the superintendent's judgment, criteria in the above sentence is not met and/or the interest of the district so dictates.

Amended: July 15, 2013

Adoption Date: March 10, 2008

## ALL STAFF LEAVES AND ABSENCES

As a part of the fringe benefit package, the Board of Trustees offers full-time and permanent part-time certified employees of the District various types of leaves for illness, personal purposes, legal and civil obligations, and professional improvement. All leaves of absence must be requested and approved in advance. Following are definitions of the various types of leave provided by the district:

- **Annual Leave** is short-term leave intended to be used for purposes such as illness/medical needs of the staff member, immediate household or member's immediate family (including routine and planned medical/dental appointments), weddings, children's activities, community service, political activity, and personal business.
- **Sick Leave** is for illness of the staff member, immediate household or member's immediate family. Sick leave can only be accessed by employees who have exhausted their annual leave and have carried over annual leave from previous school years and banked sufficient leave days to support the leave request.
- **Vacation Leave** is for year-round (12 month) employees of the district. This leave does not apply to teachers, professional support staff, or classified staff who work less than 12 months.
- **School Business Leave** is to support employee attendance of required meetings and workshops as assigned by the Superintendent or immediate supervisor.
- **Professional Leave** is available to certificated staff members to be used to enrich their professional career, i.e. attend workshops, seminars, or initiating a graduate program with a university. It is limited to one day per employee each school year.
- **Family and Medical Leave including Maternity Leave** is available to employees for purposes according to the FMLA.
- **Bereavement Leave** is for employees who lose an immediate family member to death.
- **Military Leave** is for annual Reserve duty, drill training, and initial training of reservists. All military leaves will be processed in accordance with Board Policy GCCAD and Federal statutes.
- **Jury Duty/Subpoena Leave** is for employees who have been called to jury duty or have been served a subpoena to testify in an official proceeding as outlined in this policy.

In general, the Board grants three (3) basic types of leaves: (1) short-term leaves, usually with pay, such as sick leave, personal leave, professional days, and jury duty leaves, etc.; (2) family and medical leave which may be short- or long-term depending upon the circumstances and may or may not be paid leave; and (3) long-term or extended health leaves and leaves for study and travel, usually without pay, such as extended health leave and other types of approved long-term leaves of absence.

The Superintendent shall administer the granting of all leaves of absence and shall have the authority to approve leaves of absence in accordance with established Board policy. The Board of Trustees reserves the right to extend leave privileges to any employee beyond those enumerated in these policies, if, in the opinion of the Board, special circumstances exist which warrant such extension. In

considering any such request for extended leave, however, the Board will place, as the first priority, consideration of the effect such leave will have on the educational program of the district.

Through these policies and administrative rules and regulations, the Board provides a plan for leaves and absences designed to help staff maintain physical health, take care of family and other personal emergencies, grow professionally, and discharge important and necessary obligations. The basic premise of these policies is to grant leave days within the context of providing the best possible education for students, while maintaining a high standard of professionalism for all staff. Generally, annual leave for certified staff will not be granted on district professional days unless otherwise approved by the superintendent for a verifiable emergency or sick leave. Leave for classified staff on district professional development days may be granted at the discretion of the immediate supervisor taking into account district needs.

All leaves of absence, except sick leave, must be approved by the immediate supervisor prior to the occurrence of the absence except in verified cases of emergencies. Unauthorized absences or "leave without pay" for any employee will result in a reduction of a day's pay from his/her salary for each day missed and such other action as the administration and/or board deems appropriate.

For the purposes of all leave outlined in this policy, immediate household shall be defined as those family members which reside within the physical structure of the employee's home and/or a bona fide dependent for IRS purposes. Immediate family is defined as wife, husband, children, grandchildren, grandparents, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, parents, and foster parents, of the employee.

## ANNUAL LEAVE

Under this policy Annual Leave will be considered short term leave. Generally speaking, annual leave is intended to be used for sick leave for illness/medical needs of the staff member, immediate household or member's immediate family (including routine and planned medical/dental appointments), weddings, children's activities, community service, political activity, personal business, etc. Annual Leave must be exhausted prior to drawing upon Accumulated Sick Leave. Unused Annual Leave will accumulate as Sick Leave and be used subject to the rules of using Accumulated Sick Leave as specified in this policy. Annual leave must be taken in increments of "whole" or "half" days. Employees may take up to three consecutive annual leave days. Leave requests beyond 3 consecutive days must constitute an emergency or medical necessity beyond the control of the employee and be approved by the superintendent. The superintendent may require and the employee must provide any supporting documentation for this request. The request will be disallowed, if in the superintendent's judgment, criteria in the above sentence is not met and/or the interest of the district so dictates.

Annual leave is discouraged during the first week of school, the day prior to or after holidays, during the last week of the school year, or on professional development days. Any exceptions must be approved by the superintendent. The request will be disallowed, if in the superintendent's judgment,

the employee has developed a pattern of requesting such leave or when the requested leave will limit the school's ability to adequately manage, supervise, and instruct students.

The number of leave days approved on any single day is contingent on the availability of and the district's ability to secure a substitute for the day(s) requested.

Unused Annual Leave will be allowed to accumulate as Accumulated Sick Leave up to a total of 90 days. Annual leave will be provided to staff as follows beginning on their first day of work according to their employee classification;

Nine (9) month employees will receive ten (10) days of leave per year.

Ten (10) month employees will receive eleven (11) days of leave per year.

Eleven (11) month employees will receive twelve (12) days of leave per year.

Twelve (12) month employees will receive thirteen (13) days of leave per year.

Part-time staff will receive a pro-rated amount of leave based upon the time they are employed.

### ACCUMULATED SICK LEAVE

Accumulated sick leave is paid leave to be used once annual leave has been exhausted. An employee accumulates sick leave days from unused annual leave. Staff members may request sick leave due to medical necessities, personal illness, quarantine, injury and/or the same circumstances in the immediate household. Requests for paid sick leave may not exceed the number of accumulated annual leave days that are banked from previous years. Accumulated sick leave is not intended for the non-emergency, routine, or planned appointments, both medical and dental for the employee, immediate household, or immediate family through the normal course of the school year. When considering the use of accumulated sick leave, all non-emergency appointments, elective surgeries, and medical/dental appointments shall be scheduled outside school hours/days whenever possible.

Any leave requests in excess of accumulated sick leave will be unpaid leave. For approved sick leave benefits more than five (5) consecutive working days or to use for immediate family (as defined in this policy), the district may require a physician's statement and/or other supporting documentation as deemed appropriate by the immediate supervisor or superintendent. If an employee's leave exceeds ten (10) consecutive working days, prior to assuming his/her duties, a written release from the physician to return to work may be required by the superintendent. Maternity and paternity leave requests are subject to the rules of annual leave, accumulated sick leave, or Family Medical Leave.

In the event the employees' absence is due to a work-related illness or injury for which the employee is receiving Workers Compensation benefits, the employee will be entitled to receive sick leave only in the amount equivalent to the difference between the Workers Compensation Benefit received and the regular salary the employee would have received had he/she elected to take sick leave. For purposes of calculating the amount of sick leave used, any payment used to supplement the Workers Compensation benefit which is less than one-half day's salary shall count as one half day's sick leave, and any sick leave paid in excess of one-half day's salary shall count as a full day's sick leave for each day the benefit is received. In the event of payment of sick leave prior to a determination by Workers Compensation that an individual is entitled to an award of Workers Compensation to the

employee for wages, which determination is made retroactive, the employee will be given the option of repaying to the District any overpayment received by the employee for sick leave or, alternatively, having the District withhold future sick leave payments until the overpayment is made up.

Sick leave shall be allowed to accumulate up to a total of 90 days. The Board may compensate employees for any accumulated sick leave beyond 90 days. This Board decision will be made on an annual basis and subject to the rules established by the Board on an annual basis as well. This section does not diminish any rights available to employees under the Family Medical Leave Act.

### Sick Leave Bank

Certified and classified employees may choose to voluntarily participate in the Sick Leave Bank for employees (one bank for certified, one for classified). Only employees choosing to participate in the Sick Leave Bank program will be eligible to draw days from the Bank.

Eligibility to draw sick leave days from the Bank will be based on the following stipulations:

- Received in the Business Manager's office by October 1 or within sixty (60) days following the first day of employment, the employee must contribute two (2) days from their annual or accumulated sick leave into the Sick Leave Bank to be drawn on by employees experiencing a severe need.
- Bank days may not be drawn until the employee has utilized all days available to the employee, i.e., annual leave, sick leave, etc.
- Bank days are reserved for chronic illness and health conditions, in the immediate household (not immediate family) that necessitate long-term (at least 10 consecutive days) leave. The district sick bank shall not be used for short-term illness or routine doctor appointments.
- Bank days may not be used for maternity purposes unless the absence is due to necessary medical treatment for complications of the mother or child.
- Employees participating in the Sick Leave Bank may be eligible to draw up to a maximum of forty (40) sick days from the Bank based upon the severity of need and availability of days in the Sick Leave Bank. At the end of each school year, unused days in the Sick Leave Bank will be given back to donating participants on a pro-rated basis to their sick leave if there are enough days to return at least one day to each contributor. In the event the sick leave bank does not have sufficient days for this return, all contributed days will remain in the sick leave bank for the following year.
- Employees requesting days from the sick leave bank and who meet the stipulations stated above must submit their request in writing to the Business Manager with the reason for their request.
- Each request will be considered on a case by case basis as to its merits. Only those requests with chronic medical circumstances deemed by the Business Manager to be beyond the control of the employee will be considered.

- The request is made in writing to the Business Manager prior to the requested leave dates. Exceptions may be considered in the event the employee is unable to make this request due to circumstances deemed by the Business Manager to be beyond the control of the employee. Documentation to verify the medical emergency must be submitted as required by the Business Manager.
- The dates absent from work are approved by the immediate supervisor.

### MEDICAL CERTIFICATE

The superintendent may require the employee to furnish a certificate from a physician certifying that said employee was unable to perform his or her duties during a period of absence for which compensation is requested to be paid.

### SCHOOL BUSINESS LEAVE

Leave may be requested, granted, and/or required by the superintendent or immediate supervisor to conduct school or district business. School business leave may be used to support employee attendance of required meetings and workshops as assigned by the Superintendent or immediate supervisor. Approved school business leave will not be subtracted from the employee's annual, vacation or sick leave bank and will be paid for by the district.

### ASSOCIATION LEAVE

Ten (10) days of Association Leave will be granted annually to Lovell Education Association for the purpose of attending NEA and WEA functions. The leadership of the Lovell Education Association will determine eligibility. Final approval is required by the superintendent based on the needs of the district through the leave request process.

### Leave for Study or Travel

After five (5) years of successful teaching or other professional assignment of the district, a certified employee may be granted one (1) year's leave of absence without pay for study or other purposes related to the professional growth of the employee as the board of trustees deems appropriate. The board shall have full discretion as to whether it grants or denies such a request. Requests for leaves of absence for study and travel outlining the purpose of the leave must be made in writing to the Superintendent prior to April 15. Under special circumstances, a later request may be made and considered as deemed appropriate by the Board.

The employee on a one-year approved leave for study or travel will be granted a position upon returning to the District. Every reasonable effort will be made to return the employee to the original or a comparable position. Notification of placement will be made by May 15. The employee on an approved leave must notify the District, in writing, by February 15 of his/her desire to return to the District. No advancement on the salary schedule will be allowed during the period of leave.

Employees on approved leaves may continue to maintain their insurance or other programs by paying all costs involved.

### Family and Medical Leave

Pursuant to the provisions of the Family and Medical Leave Act, the school district provides family and medical leave to employees in accordance with board policy GCCAB.

### Bereavement Leave

The BGH2 Board of Trustees understands the difficult life circumstances surrounding the loss of an immediate family member. Therefore, the Board grants up to 5 days paid bereavement leave to any employee of the district who loses an immediate family member or an immediate household member to death. The intent of this leave is to provide the employee time to be with family, grieve the loss of their loved one, and to make arrangements for funeral services or other related activities. This leave is gifted by the Board and is not deducted from the employees annual or accumulated sick leave.

### Jury Duty/Subpoena Leave

Jury Duty -- Leaves of absence, with full pay, are allowed for jury duty. District employees may not receive compensation from the District and for jury duty at the same time. Should an employee wish to accept District pay while serving on jury duty, compensation received by the employee for jury duty performed on contract days must be endorsed and signed over to the District through the Business Office. An employee who is dismissed from jury duty prior to 12:00 noon must report back to his/her assignment.

The Superintendent may request that an employee be excused from jury service or that the service be delayed if the special nature of the employee's qualifications or assignment would make it difficult to secure an adequate substitute or if the timing of the proposed jury service seriously disrupts the educational program of the District.

Subpoena -- Leaves of absence, with pay, shall be granted for an employee who is subpoenaed to testify in an official proceeding except as provided below:

If the proceeding involves the employee as a person being grieved against or being the griever for a non-District issue, leave shall be considered as being either annual leave or leave without pay (divorce, criminal, IRS, etc.)

Any compensation received by the employee for subpoena purposes will be endorsed and signed over to the District through the Business Office if the employee is paid by the District.

### Military Leave

Requests for leave for annual Reserve duty, drill training, or initial training of reservists must be

submitted on an individual basis through the immediate supervisor. All military leaves will be processed in accordance with Board Policy GCCAD and Federal statutes.

#### Child Adoption and Child-Rearing Leave

The district permits child adoption and child-rearing leave pursuant to the school board policy GCCAB, Family and Medical Leave.

#### Vacation Leave

Vacation leave may be earned by full-time salaried and hourly personnel who are twelve months employees prorated based on the number of hours worked per day.

Employees will earn vacation leave at the rate of:

- Five (5) working days after one-half year.
- Ten (10) working days after one year.
- Fifteen (15) working days after ten years.

Vacation day's requests must be submitted for approval in writing on the District's leave request Form to the employee's supervisor prior to the requested time off. Employees may carry one-half (1/2) of their annual vacation leave accumulated to the next fiscal year. The days carried to the next fiscal year must be used by December 31 of that year. No reimbursement will be given for vacation not used by December 31 of the following year.

If an employee is no longer employed by the district he/she will be paid for unused earned vacation leave.

#### Professional Leave

Professional leave shall be available to certificated staff members to be used to enrich their professional career, i.e. attend workshops, seminars, or initiating a graduate program with a university. One day of professional leave will be granted to certificated employees per year subject to the following guidelines:

1. The employee must have the prior approval of their principal.
2. Approval of professional leave is dependent upon the availability of a qualified substitute.
3. Leave will not be granted on a district professional development day.
4. The days of professional leave are not accumulative from year to year.

Adoption Date: March 10, 2008

Amended: October 12, 2015

Adoption Date: March 10, 2008



## **FAMILY AND MEDICAL LEAVE**

Pursuant to the provisions of the Family and Medical Leave Act (P.L. 103-3), the District hereby adopts the following policy relating to family and medical leave for eligible employees.

### **BENEFITS**

Eligible employees are entitled to a total of twelve (12) weeks of unpaid leave per year (beginning July 1 of each year) for the following four leave situations:

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child;
3. The "serious health condition" of an employee's spouse, parent, or child; and
4. The employee's own "serious health condition;”
5. A “qualifying exigency” as defined by the United States Secretary of Labor, in which the employee’s spouse, son, daughter or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. “Active Duty” and “contingency operation” have the same meaning referred to in 10 U.S.C. 101(a)(13).

For purposes of the benefits referred to above, a serious health condition means "an illness, injury, impairment, or physical or mental condition that involves:

1. in-patient care in a hospital, hospice, or residential medical care facility; or
2. continuing treatment by a health care provider that results in a period of incapacity of more than three (3) consecutive, full calendar days and involves either:
  - a. two (2) or more treatments in person by a health care provider within 30 days of the first day of incapacity, unless extenuating circumstances exist. The first treatment must take place within 7 days of the first day of incapacity, and health care provider, not the employee / patient, shall determine if the second visit is needed; or
  - b. treatment by a health care provider on at least one occasion followed by a regimen of continuing treatment under the supervision of the health care provider. Over-the-counter medications, bed rest, taking of fluids, exercise, and other activities that can be initiated without a visit to a health care provider do not constitute continuing treatment. Serious health condition

does cover conditions such as asthma and diabetes even if the episode of incapacity does not last more than three (3) days."

For purposes of the benefits referred to above which pertain to leave for the care of a child, the term "child" shall mean a son or daughter which is either a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis, who is:

1. under eighteen (18) years of age; or
2. eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

### SERVICEMEMBER FAMILY LEAVE

1. Subject to the requirements of this policy and Federal law, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. During the 12-month period described in this paragraph, an eligible employee shall be entitled to a combined total of 26 workweeks of leave for leave under this paragraph, and leave under the section entitled "Benefits."
2. "Covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
3. The term "outpatient status," with respect to a covered service member, means the status of a member of the Armed Forces assigned to:
  - A. a military medical treatment facility as an outpatient; or
  - B. a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
4. The term "Next of Kin" means the nearest blood relative of that individual.
5. The term "serious injury or illness" in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade rank or rating.

### ELIGIBLE EMPLOYEE

To be eligible for leave under this policy and to be considered an eligible employee, an employee must have been employed:

1. for at least twelve (12) months (nonconsecutive); and
2. for at least 1,250 hours of service within the previous twelve (12) month period. Time paid (i.e., sick leave, vacation leave, etc.) will not be counted in calculating hours of service.

In the case of employees only employed for nine (9) months or one hundred eighty (180) working days out of each twelve (12) month period, this will require that they be employed for at least 1,250 hours of service during those one hundred eighty (180) working days, or whatever number of working days are actually worked during the twelve (12) month period.

Any eligible employee who is entitled to the leave referred to above shall be entitled to continuation of health benefits and all other insurance benefits, as well as accrual of sick leave and/or other leave benefits during the period of leave, under the same terms and conditions as are provided to the employee prior to taking the leave. Any increase in premiums or deductibles that apply to active employees shall also apply to employees on FMLA leave. Any employee who fails to pay his required share of premium may be dropped from coverage under the group health plan. The District shall provide the employee a notice that coverage will be dropped at least fifteen (15) days before coverage will cease.

Any employee who is eligible for this leave and takes the leave is entitled to an equivalent position with equivalent pay, benefits, and conditions of employment upon return to employment so long as the employee can continue to perform all the essential functions of the position.

This leave is not to be considered as leave in addition to other leave granted to the employee by School District policy for which the employee is otherwise eligible, but is intended only to supplement that leave to the extent it does not otherwise provide for twelve (12) weeks of leave. In other words, to the extent that any eligible employee would be entitled to receive sick leave, maternity leave, or personal leave pursuant to other applicable School District policies, then the eligible employee must use the sick/personal leave benefits granted under other applicable District policies and only in the event that it does not provide the eligible employee with twelve (12) weeks of leave would the employee be able to use the leave granted under this policy. The leave for which the eligible employee may qualify under the provisions of this policy will not exceed twelve (12) weeks inclusive of the leave utilized under other District policies for any of the above described leave situations. (For example, if due to the illness of an employee, an employee desires to take leave for a period up to twelve (12) weeks and the employee has available six (6) weeks of sick leave which could be utilized for this leave, then the employee would be required to use the six (6) weeks of available sick leave and thereafter would qualify for six (6) weeks of unpaid leave pursuant to this policy. If the employee had available up to twelve (12) weeks of personal/sick leave which could be utilized, then this policy would not apply).

#### LIMIT ON CHILD CARE BENEFIT

The family leave benefit applicable to the birth, adoption, and foster placement for child care ends after (1) the child reaches age one (1); or (2) twelve (12) months after adoption or placement.

When both spouses are employed by the School District, the combined amount of leave for birth, adoption, and illness of a parent may be limited to a total of twelve (12) weeks. This limitation is not applicable to leave for personal illness and illness of a spouse or child.

#### PLANNED MEDICAL LEAVE.

In the event an eligible employee employed principally in an instructional capacity (teacher or teacher's aide) requests leave due to a serious health condition or to care for someone with a serious health condition, and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require that such employee elect either:

1. to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
2. to transfer temporarily to an available alternative position offered by the School District for which the employee is qualified and that (1) has equivalent pay and benefits; and (2) better accommodates recurring periods of leave than the regular employment position of the employee.

#### REQUEST FOR LEAVE NEAR THE CONCLUSION OF THE SEMESTER

1. In the case of an employee principally employed in an instructional capacity (teacher or teacher's aide), if the eligible employee begins leave more than five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of such term if:
  - A. the leave is of at least three (3) weeks duration; and
  - B. the return to employment would occur during the three (3) week period before the end of such term.
2. If the eligible employee begins leave, which leave is granted for any of the permissible reasons other than the employee's own serious health condition, and the leave period would commence within the last five (5) weeks prior to the end of a semester, the District may require the employee to continue taking leave until the end of such term if:
  - A. the leave is of greater than two (2) weeks duration; and
  - B. the return to employment would occur during the two (2) week period before the end of such term.
3. If the eligible employee requests leave for any reason other than the employee's own serious health condition, which period would commence during the three (3) weeks

prior to the end of a semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of such term.

4. Whenever a teacher is required to extend his/her leave as provided for in Sections 1, 2 or 3 above, the "extra" leave required by the District does not count against the employee's twelve (12) work week entitlement.

#### DUTIES OF EMPLOYEE

In any case in which the reason for leave is due to the necessity of the employee to care for the spouse, son, daughter, or parent of the employee or because of the serious health condition that makes the employee unable to perform the functions of his/her position, the employee:

1. shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the District, subject to the approval of the health care provider; and
2. shall provide the School District with timely oral or written notice, such notice to be not less than thirty (30) days before the date the leave is to begin, of the employee's intention to take leave under such provision, except that, if the date of the treatment requires the leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable. "As soon as practicable" means the day the employee learns of the need for the leave or the next business day. If the employee does not give at least thirty (30) days' notice, the District may ask for an explanation, and the employee must respond. If an employee fails to give proper notice, the District may delay or deny leave.

#### SCHOOL DISTRICT RESPONSE: ELIGIBILITY NOTICE AND RIGHTS AND RESPONSIBILITY NOTICE

The District shall notify the employee of eligibility within five (5) business days of the employee's request or of the District learning that leave may be covered by FMLA, unless there are extenuating circumstances. The notice may be oral or written, and must inform the employee if he or she is eligible. If the employee is not eligible for FMLA leave, the eligibility notice must specify at least one reason why the employee is not eligible.

The District must also give notice to the employees of their rights and responsibilities. The District may use a single form (including U.S. Department of Labor forms) for both the eligibility notice and the rights and responsibility notice.

#### CERTIFICATION

The District may require that a request for leave to care for a relative with a serious health condition or because of the employee's own serious health condition, or a request for service member family leave, be supported by a certification issued by the health care provider of the eligible employee or of

the son, daughter, spouse, or parent of the employee, or in the case of service member family leave, of the next of kin of an individual, as appropriate. The District must request the certification within five (5) business days after the employee requests leave. The District must give the employee at least fifteen (15) calendar days to provide the certification. This may be done through the rights and responsibilities notice. It is the employee's responsibility to provide the District with a complete and sufficient certification. The employee shall provide a copy of such certification to the Superintendent, or his or her designee. The employee shall be responsible for the cost of such certification or re-certification.

If the certification is incomplete or insufficient, the District must notify the employee in writing of what additional information is needed, and must give the employee at least seven (7) calendar days to cure any deficiency in the certification. A certification is incomplete if an entry is blank, and is insufficient if information is vague, ambiguous or non-responsive. The District may deny FMLA leave if the deficiencies in the certification are not corrected, or there is no resubmitted certification.

The District may contact the health care provider for authentication (i.e., verifying that the health care provider completed and signed the certification) or clarification (i.e., understanding the handwriting or understanding the meaning of a response) but only after giving the employee a chance to clarify. The District superintendent, business manager, human resources manager or leave administrator (but not the employee's direct supervisor) may contact the employee's health care provider.

Certification provided under this section shall be sufficient if it states:

1. the date on which the serious health condition commenced; and
2. the probable duration of the condition; and
3. the appropriate medical facts within the knowledge of the health care provider regarding the condition; and
4. if applicable, a statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent; and
5. in the case of the employee's own serious health condition, a statement that the employee is unable to perform the functions of the position of the employee; and
6. in the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment, and a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule.

**Second Opinion:** In any case in which the District has reason to doubt the validity of the certification provided by the employee for leave for medical care or for medical reasons, the District may require,

at the expense of the District, that the eligible employee obtain the opinion of a second health care provider designated or approved by the District concerning any information certified under this section for such medical leave.

In any case in which the second opinion described above differs from the opinion in the original certification provided under this section, the District may require, at the expense of the District, that the employee obtain the opinion of a third health care provider designated or approved jointly by the District and the employee. The opinion of the third health care provider shall be considered to be final and shall be binding on the District and the employee.

The District can ask for recertification once every thirty (30) days in connection with the employee's absence. If the original certification indicated that the condition will last more than thirty (30) days, and the leave involves the absence of the employee, the District will not ask for recertification during the period specified in that original certification. The District may ask for recertification every six months, regardless of the period specified in the certification.

#### DESIGNATION OF LEAVE AS FAMILY MEDICAL LEAVE

Within five business days of when the District has enough information to know whether leave is for an FMLA qualifying reason (e.g. after getting a sufficient medical certification) the District will give written notification to the employee that the leave is designated as family medical leave. The notice must state whether the employee has FMLA time available and whether leave does or does not qualify as FMLA leave. If the employee is out for a FMLA qualifying reason and the District does not learn of the reason until the employee returns, the employee must give notice within two (2) days of his return and the District will give notice of any FMLA designation within two (2) days thereafter. The District may also provisionally designate leave as FMLA qualifying leave while awaiting receipt of medical certification or a second or third medical opinion.

#### PENALTY FOR FAILURE TO RETURN

The District may recover the premium that the District paid for maintaining coverage for the employee under the District's group health insurance plan during any period of leave under this policy if:

1. the employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
2. the employee fails to return to work for a reason other than (1) the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave either to care for an individual or on account of the employee's own serious health condition, or (2) other circumstances beyond the control of the employee.

Amended: December 14, 2009

Adoption Date: March 10, 2008

## MILITARY LEAVE

Military leave entitlement shall be as follows:

1. Any member of the Wyoming National Guard or United States military forces reserve who is an officer or employee of this School District shall be given a military leave of absence with pay, at the regular salary or wage which the employee receives, for not to exceed fifteen (15) calendar days in any one (1) calendar year to perform service in the uniformed services, in addition to any other leave or vacation time to which the person is otherwise entitled. The employee is requested, to the extent possible, to participate in training during the summer when school is not in session. In the event an employee requests military leave during school session, the Superintendent may request a letter from the commanding officer stating that this special training is necessary and required for the applicant and that such training cannot be obtained at any other time.
2. Subject to subparagraph (a) below, any employee of the School District who has been employed for one (1) year and who is a member of the National Guard or any other component of the military forces of the State, a member of the reserve forces of the United States, or who is inducted into military service of the United States, is entitled to leave of absence from his employment, without pay, but without loss of seniority, status, efficiency rating, vacation, sick leave or other benefits, while he/she is engaged in active military training or service ordered or authorized by proper authority pursuant to law exceeding fifteen (15) days in any calendar year. Such leave is in addition to any other military leave or vacation time to which the officer or employee may be entitled by law if the required military service is satisfactorily performed, which is presumed unless the contrary is established.
  - a. Upon completion of the service described in this paragraph 2, the employee shall be reinstated to the employment position held at the time of entry into service or a position of like status and pay if available, subject to the following conditions:
    - (i) The position has not been abolished or the term thereof, if limited, has not expired;
    - (ii) He/she is not physically or mentally disabled from performing the duties of the position;
    - (iii) He/she makes written application for reinstatement to the appointing authority within thirty (30) days following release from the military service or within ninety (90) days after discharge from hospitalization or medical treatment which immediately follows the termination and results from, the service, but not to exceed one (1) year and ninety (90) days after termination of service notwithstanding hospitalization or medical treatment;



- (iv) He/she submits an honorable discharge or other release by proper authority indicating his/her military service was satisfactory; and
  - (v) Military service does not exceed four (4) years plus any period of additional service imposed by law.
- 3. Upon reinstatement, the employee shall have the same rights with respect to accrued and future seniority, status, vacation, sick leave and other benefits, as if he/she had been employed during the time of the leave. During the absence the School District may discontinue its shares of payments for Social Security, insurance of any type, and State retirement, unless the employee elects to contribute to the State retirement plan during his/her absence, in which case the School District will likewise contribute its share.
- 4. Any employee shall have the right to maintain any group life, health or accident insurance which other employees are participating in by furnishing to the School District such sum as would equal that which would have been deducted from his/her compensation for such coverage had he/she not been placed on military leave. The employee must notify the School District of his/her election to continue insurance or plan coverage at the time he/she enters service in the uniformed services.
- 5. The above-described military leave shall be requested through the immediate supervisor and shall be granted by the Superintendent or his/her designee. The request shall be accompanied by a copy of the official orders to active duty. The vacancy created by this leave may be filled by a substitute provided by the District.

Amended: 2/10/2014

Adoption Date: March 10, 2008

Code: GCD

## **STAFF VACATIONS AND HOLIDAYS**

### School Year Personnel

The school calendar as adopted by the school district will establish the school recess periods and holidays for staff members employed on a school year basis.

### Administrators and Year-Round Personnel

Refer to Board Policy Code: GCC

## **PROFESSIONAL STAFF RECRUITING**

It will be the policy of the District that the procedure for employing the best qualified teacher and administrators will include:

- \* an effective recruitment program;
- \* an initiative that results in prompt action when vacancies occur or new positions are created; and
- \* a set of consistent hiring practices in dealing with applicants for teaching or administrative positions.

A recommendation to hire a teacher or administrator will not be made to the Board of Trustees until a personal interview with the candidate has been conducted and one or more references have been personally contacted by the principal, the superintendent or his/her designee. Determination of the personnel needs of the District is the responsibility of the Superintendent of Schools and of the administrators delegated by him/her to review and make recommendations about such needs.

Discrimination against any applicant for reasons of race, color, religion, disability, national origin, sex, age, or socioeconomic status will be prohibited in the District. Special efforts will be taken in the recruitment and in all phases of the employment process to guarantee that there is no such discrimination.

The Superintendent of Schools or his/her designee will verify that persons nominated for employment meet all qualifications established by applicable state law, rules of the Wyoming Department of Education and Board policies for the type of position for which the nomination is made.

## **POSTING AND ADVERTISING OF PROFESSIONAL STAFF VACANCIES**

The school board believes that it has the obligation to provide the best administrative and teaching personnel available for the system regardless of race, color, creed, sex, national origin, age, handicap, or religion. All of its policies and procedures with respect to employing and assigning personnel will be based upon this principle. Therefore it will be the policy of the school district to advertise openings in professional positions. The following will apply:

When the board or superintendent declares a position open, the school district through its administration will immediately advertise for the position;

Advertisement may be made in the local newspaper, posting in conspicuous places around the district, and when appropriate, university and/or other college placement offices as decided by the superintendent.

In the case of multiple openings, an applicant interested in more than one (1) position must indicate on his/her application which position or positions he/she is applying for.

Vacancy announcements shall generally contain:

- (1) name of position;
- (2) closing date for the acceptance of applications;
- (3) directions for making proper applications; and
- (4) the school district's statement of nondiscrimination.

This policy does not apply to openings filled by transfer of an existing employee.

## **PROFESSIONAL STAFF HIRING**

Because the quality of the staff hired by the Board is the major component of an effective, productive educational program, the board and the administration of the District will make every effort possible to attract and retain the best qualified personnel. The best qualified applicant will be selected for each position without regard to race, color, creed, national origin; nor will any person be denied employment because of age, sex, marital status, or place of residence. Recommendations from all sources, when used properly, may have a positive influence on consideration given to an application.

The superintendent will be responsible for developing selection procedures and recommending candidates to the Board. All employment inquiries will be directed to the superintendent of schools or his designee for processing and documentation, and application forms, letters of instruction, form letter responses, and information bulletin distributions will be made from that office. The superintendent of schools will be responsible for documentation of the processing of employment inquiries.

Prior to making a final decision as to the hiring of any employee, the employee must consent to and provide the necessary documentation (fingerprinting, etc.) to allow for a criminal background check. The criminal background check shall be carried out by the School District or, if a certified employee, this requirement may be met by the Professional Teaching Standards Board conducting a criminal background check of the applicant prior to being employed with the School District. In the event that the criminal background check has been conducted by the Professional Teaching Standards Board, the Superintendent may elect to waive the requirement for an additional criminal background check. The Superintendent shall retain authority to request a criminal background check in any situation when he deems it appropriate for the School District to have the specific information prior to making a hiring decision or when there has been no recent criminal background check of the applicant.

## **PROFESSIONAL STAFF HIRING**

### **EMPLOYMENT CONFIRMATION**

Based upon the recommendations of the superintendent and in keeping with district personnel policies, the Board of Trustees shall employ all permanent school district personnel. Before applicants can be considered eligible for employment in the School District, requirements of the State Superintendent of Public Instruction and the laws of the State of Wyoming must be met.

### **APPLICATION RECORDS**

To accommodate compliance with equal opportunity legislation and to provide adequate basis for screening and selection procedures, credential files of all applicants will be maintained in the Central Administration Building. To help insure that all qualified applicants are considered for those positions declared vacant during the time that credentials are on active file, it is imperative that all applicant files be stored in the designated locations.

### **EMPLOYMENT INQUIRY PROCEDURES**

All employment inquiries will be directed to the superintendent of school for processing and documentation; and application forms, letters of instruction, form letter responses, and information bulletin distributions will be made from that office. The superintendent of schools will be responsible for the documentation of the processing of employment inquiries. As credential folder materials (completed application forms, letter or recommendation, transcripts, resumes, etc.) are returned to the School District, they are recorded by the superintendent of schools or his/her designee and filed in the appropriate folder.

### **RECOMMENDED INTERVIEW GUIDELINES**

(Used by district administrative staff in alerting members of screening committees to the equal employment opportunity provisions).

The superintendent will form a screening committee consisting of the administrator who will supervise the successful applicant and other staff members either who will work with the successful applicant or have knowledge in the area or field that the applicant will be working in. The committee may also consist of the superintendent and one or more board members. In order to reasonably assure equal employment opportunity to all applicants, the following guidelines are offered as an attempt to offer generally consistence interview opportunity to those applicants who are invited to participate in the interview process.

1. Each candidate should be scheduled for an interview for approximately the same length of time.

2. Whenever possible, applicants should be interviewed by the supervisor of the position which is being filled.
3. All pertinent matters of salary, employment conditions and employment requirements should be discussed during the interview.
4. Questions or comments related to family or other personal matter are inappropriate and should not be included in the interview.
5. Candidates should be given ample opportunity to ask questions and to volunteer additional qualification information during the interviewing process.
6. Candidates should be advised of district efforts to ensure the placement of the best-qualified candidates available and that:
  - a. The intent is to interview all highly-qualified applicants for each available position.
  - b. Follow-up interviews may be scheduled if they are needed.
  - c. All candidates who are interviewed will be informed of the employment decision of the District.
7. The interview should generate information which relates the responsibilities of the position to the applicant's abilities, experiences, education and general knowledge (job-related qualifications). Similar questions should be asked of all candidates.
8. So far as is possible, interviewers should become familiar with the specific requirements of the position being filled: the expectations of the position, the behaviors expected and required to successfully fulfill the responsibilities of the position and the specifically required and designed individual characteristics (aptitudes, skills, personal qualifications) of the type of candidate being sought.
9. Prior to the interview, an examination of the applicant's folder should be made (to become familiar with recommendations, depth and appropriateness of formal preparation, amount and value of previous experience, etc.).
10. As soon after the interview as is practical, written reviews of the interview should be written. Objective ratings and supplementary remarks should be directed only to job-related qualifications.

#### CRIMINAL BACKGROUND CHECKS

In accordance with Wyoming and federal law, a criminal background check shall be conducted prior to the final decision on hiring any employee. Criminal background checks shall be requested either by the School District or, if a certified employee, this requirement may be met by the Professional

Teaching Standards Board. This information, when received by the School District, shall be utilized solely for the purpose of providing additional information relevant to the hiring decision of the applicant. The criminal background information shall not be permitted to be used for any other purpose, and in order to ensure confidentiality of this information the following policy and procedure shall be implemented:

1. Access to the criminal background information shall be restricted to the Superintendent or his/her designee except that he may designate the administrator having primary responsibility for hiring the individual to receive the criminal history information. The Superintendent or his/her designee shall have authority to reject any applicant who has been recommended for employment based upon the information contained in the criminal background check. This information will not be shared with all members of the interview or hiring committee.
2. The criminal history information shall be retained in a separate filing cabinet at the central administration office, which cabinet shall be secure (locked) with access to the filing cabinet given only to the Superintendent and/or his designee.
3. In the event the Superintendent elects to designate another person to receive the criminal history information, the Superintendent shall ensure that the person understands the confidential nature of this information, that he/she has not previously violated any of these procedures or rules, and that the person is familiar with the substance and intent of this policy.

The criminal background information may be retained and reviewed by the Superintendent or his designee in the event that any employee requests a transfer or applies for a different position. Criminal background information shall be retained in the records of the School District for at least one year. Thereafter, the Superintendent may elect to destroy the criminal background information, in which event the District shall retain a record that the criminal background information was acquired as provided by federal law and Wyoming law, which record shall also indicate the date the information was destroyed. The record indicating that the criminal background check was acquired and the date it was destroyed shall be retained until the employee is no longer employed with the School District.



## **PART-TIME SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT**

The Board of Trustees believes that the role of the substitute teacher is highly important for maintaining continuity in teaching and learning. An effective program for selecting and assigning all substitute teachers and for evaluating their performance will be established by the professional staff under the direction of the superintendent.

Whenever possible, a substitute teacher will be a person who is employed in the absence of the regular teacher and who possesses knowledge in the area of assignment and demonstrated successes in teaching. A substitute employed twenty (10) or more consecutive days in the same position will be considered to be a long-term substitute. The designation will be in effect on the 11th consecutive day and thereafter in the same position. "11 or more days" is defined as days in which school actually was in session. Long-term substitutes beginning with the 11th day shall receive pay based upon a daily rate of  $1/185^{\text{th}}$  of the teacher salary schedule base salary. The superintendent shall provide a complete list of all qualified substitutes to those administrators given responsibility of selecting substitutes. Substitute teachers will not participate in the health and retirement plans or other fringe benefits of the school system.

Permanent part-time professional staff employed more than one-half time shall be entitled to receive full benefits.

**PROFESSIONAL STAFF ORIENTATION**

The superintendent shall provide for the orientation of certificated personnel in the district, prior to the opening day of school. In addition to the district-wide orientation program, each principal shall conduct a building orientation program for all teachers assigned to the building.

## **PROFESSIONAL STAFF DEVELOPMENT**

The Board recognizes the importance of developing, improving, and extending staff skills. Certification for a position does not necessarily mean that the individual possesses and will automatically develop optimal levels of job competency. Opportunities must be provided by systematically ensuring that staff personnel will remain abreast of emerging information and educational practices.

The Board will provide for professional growth and updating of professional skills through:

1. Planned in-service programs and workshops offered in the school system from time to time;
2. Released time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings;
3. Teacher access to a wide variety of educational publications, reports, and materials that will contribute to professional growth;
4. Salary credit for additional educational training in accordance with the salary schedule.

The principals will have the authority to approve released time for conferences and visitations, and reimbursement for expenses, if the activities are within the provisions of leave policy and budget allocations for that purpose.

## **PROFESSIONAL STAFF PROBATION AND TENURE**

Only certified teaching staff shall be eligible for tenure. Certified teaching staff acquire tenure or continuing contract status in the manner and at the time provided by the Wyoming Teacher Employment Law, §21-7-102(a) (ii).

All professional staff other than continuing contract teachers are employed pursuant to the terms of their contract of employment. The contract may be nonrenewed at the expiration of the contract term for any reason deemed proper by the board of trustees. In such case, there shall be no obligation or expectation that the board will provide a hearing as to the reasons for the nonrenewal.

Both the school district and the professional staff shall comply with all notice requirements set forth in the Wyoming Teacher Employment Law.

## **PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS**

### **ASSIGNMENTS**

The superintendent is authorized to assign all employees to their duties. The superintendent may assign any employee to any position in which he is qualified and certified to fill. At all times during the term of their employment, certified staff shall furnish to the Clerk of the Board of Trustees of the District a valid and appropriate certificate issued pursuant to the rules and regulations of the State Board of Education, and the laws of the State of Wyoming, certifying that they are certified to hold the position for which they are employed and assigned. It is the certified staff's sole responsibility to remain at all times properly certified. Certified staff are required to reimburse the district for any compensation received by them at any time in which they are not properly certified as determined by the Professional Teaching Standards Board and/or Wyoming Department of Education. If at any time during the term of their employment said certificate shall lapse, or be revoked or suspended, the certified staff's employment may be terminated or, at the option of District, may be suspended and the salary payment shall be discontinued until the certified staff member again presents a valid and appropriate certificate to the Clerk of the Board of Trustees of the District. Certified staff does further agree to remain certified and/or endorsed in all areas of certification and endorsement, including endorsements for extra duty positions as is currently reflected on their teaching certificate. Failure of the certified staff member to remain properly certified shall constitute legal grounds for dismissal or termination.

### **TRANSFERS**

The superintendent shall effect all transfers with the cooperation of all parties concerned whenever possible. Reasons for transfer shall be made available to those affected and should be in the best interests of the educational program. The superintendent shall have final discretion as to all transfers.

### **VOLUNTARY TRANSFERS**

All certified employees may have the opportunity to indicate their interest in reassignment to the superintendent at such time as a vacancy appears at the discretion of the superintendent. The building principal must be made aware of the request. This policy does not require that preference be given to employees requesting a transfer.

## **PROFESSIONAL STAFF VOLUNTARY TRANSFERS**

### VOLUNTARY TRANSFERS

The following guidelines will be utilized by the superintendent in establishing the procedure:

A request in writing using the district staff transfer form may be made at any time during the year not later than February 15 to the superintendent for voluntary transfer for the upcoming school year or positions as they open;

The principal of the school where the teacher is assigned must be made aware of the request for transfer;

The district will post a notice of openings within the district at such time as the district becomes aware of the openings;

To the extent that the district becomes aware of an opening and it is posted after February 15, any staff member desiring to transfer into the newly advertised opening shall make a request for transfer as prescribed by the superintendent after the vacancy is posted;

The principal of the receiving school must approve the request, unless the superintendent directs that the transfer be made;

The filing of a request for transfer shall be without prejudice to the teacher, and shall not jeopardize his/her present assignment. The request may be withdrawn at any time prior to official confirmation that the transfer has been effected;

Voluntary transfers shall be permitted only when they are determined to be in best interests of the district as approved by the superintendent.

## **PROFESSIONAL STAFF SCHEDULES AND CALENDARS**

### Work Year

The working year for the teaching staff will be set forth on the school calendar adopted by the Board. The number of teaching days will conform with state requirements for the number of instructional days. Additional staff days are a matter of instructional program needs as well as a condition of employment.

Although staff members are expected to be on official duty only for the teacher-employment year, the Board anticipates that they will work such additional days as are necessary before or after school or during school recess periods to carry out the responsibilities of their positions.

The yearly schedule of all personnel employed on a 12-month basis includes all week-days of the year with the exception of individual vacation leave, school year vacation days, and legal holidays as approved by their immediate supervisor.

### Working Hours

In general, the Board expects its certified staff, including both teachers and administrators, to observe an eight-hour working day with specific hours as assigned by the superintendent. Teachers will arrive at their posts sufficiently in advance of students and will remain after the school day to meet with individual students, parents, and faculty committees, and to carry out other professional responsibilities. Administrators and supervisory personnel are expected to observe a daily schedule consistent with the hours that the central office is open, extending this by the time required to discharge the responsibilities of their positions and as assigned by the superintendent. Schedules during the summer may be shortened as deemed appropriate by the superintendent of schools.

## **PROFESSIONAL STAFF WORK LOAD**

### CONDITIONS RELATED TO WORK LOAD

#### Teaching Load:

Assignment of personnel to school plants shall be made by the Superintendent. Assignments for personnel shall be such that work loads are equalized within practical limits. The limits shall be based upon consideration for the teacher and upon the maintenance of as high a quality of instruction in each class as finances will permit.

The teaching load includes the contractual and professional obligations, including but not limited to: planning, teaching, grading papers, keeping pupil records, counseling and disciplining of students; as well as after-school meetings, parent-teacher conferences, occasional evening supervision of school-sponsored activities, and other assignments which are necessary for the proper operation and maintenance of the educational program, curricular and extra-curricular.

#### Extra-Curricular Activities:

Teachers are required to sponsor and supervise extra-curricular activities. The principal shall assign the sponsorship and supervision responsibilities among the total staff on as equitable basis as is feasible.

#### Supervision of Lunchroom and Playgrounds:

Staff shall be required to supervise those areas as designated by the principal. The principal has the responsibility for assigning the supervision among the total staff on as equitable a basis as is feasible.



## **SUPERVISION OF PROFESSIONAL STAFF**

### **SUPERVISION**

The principal is responsible for the supervision and administration of his assigned school. The purpose of supervision shall be to:

- a. Aid the teacher to attain and maintain maximum effectiveness in the skills, attitudes and characteristics which affect classroom learning.
- b. Promote closer, better understanding among personnel in their respective professional roles.
- c. Evaluate performance according to planned program.
- d. Recommend continued employment or termination of all personnel under his supervision.

The supervision shall be frequent and long enough in accordance with district requirements to implement these purposes.

## **EVALUATION OF INSTRUCTIONAL STAFF**

The board believes that quality teaching is of critical importance to a sound educational program and that thorough and regular appraisal of teaching, supervisory, and administrative performance is crucial to improving the total educational process.

A continuous program of performance appraisal of all professional personnel will be established and maintained. The purpose of performance appraisal is to ensure a high quality of teaching, supervisory, and administrative performance, primarily to advance the instructional programs for students. Another purpose of the evaluation system is to provide information to management and leadership personnel to assist them in making personnel decisions. Evaluations may be utilized in disciplinary, dismissal, or termination hearings, but are not conducted primarily for that purpose.

The board empowers the superintendent with the right to evaluate any principal or staff member at any time and as often as necessary. The same right is extended to principals or designees in evaluating their faculty members.

It shall be the responsibility of the superintendent and the administrative staff to develop procedures for complete evaluation of personnel.

The school district requires the performance of each initial contract teacher to be evaluated in writing at least twice annually. The teacher shall receive a copy of each evaluation of his/her performance. The district requires that the performance of each continuing contract teacher be evaluated in writing at least once each year. The teacher shall receive a copy of each formal evaluation of his performance.

The superintendent and administrative staff shall develop the teacher performance evaluation system which shall be reviewed with the board. The performance evaluation system shall serve as a basis for improvement of instruction, enhancement of curriculum program implementation, measurement of both individual teacher performance and professional growth and development and the performance level of all teachers within the school district and may be used as documentation for unsatisfactory performance for dismissal and termination proceedings.

Neither the preparation and use of evaluations, nor anything contained therein or in any related reports and evaluation documents, nor the absence or lack of evaluation, reports or evaluation documents, or anything contained therein, shall preclude the use or consideration of other applicable information by either the superintendent or the board of trustees in making any recommendation or decision concerning the suspension, dismissal, assignment, transfer, or termination of a teacher or other certificated employee. It is not the intent of this policy to impose in any manner any expectation of re-employment or otherwise convey in any manner a property interest of any kind in the employment of the staff being evaluated.

The teacher performance evaluation system developed by the administration shall be filed with the Department of Education, and each time the plan is amended the amended plan shall be resubmitted to the Department of Education.

The system shall conform to state law and WDE regulation.

Adoption Date: 03/10/2008

Revised: 12/11/17

Adoption Date: March 10, 2008

## **ADMINISTRATIVE PROCEDURES**

Our purpose in evaluation is to increase the opportunities for learning through the improvement of instruction/professional performance. Evaluation must be an impartial, developmental, and continual process. We expect in evaluation that people desire to change and grow in effectiveness as professionals. It is the supervisor's responsibility to ensure fairness and honesty.

### **SUPERVISION AND EVALUATIONS**

It is our intent to make the evaluation process as workable and effective as possible. To allow administrators and certificated employees more time to plan, cooperate, and interact in this process, the process will consist of informal observations, formal observations and evaluations as per the district Certified Supervision and Evaluation Handbook.

All certificated staff will be evaluated annually by their supervisors. Certificated employees will be evaluated by supervisory personnel which may include: Superintendent, Assistant Superintendent, Curriculum Coordinator, Special Services Coordinator, Building Principals, and Assistant Principals.

### **SUPPLEMENTARY EVALUATION REPORT**

1. A Supplementary Evaluation Report may be completed and a conference held by each evaluator for any employee supervised for whom the evaluator does not have primary evaluation responsibility. These reports will be sent to the employee's primary evaluator prior to February 1, and commendations/recommendations will be considered in the final report.
2. These forms will be retained in the building as a resource for evaluation and as evidence of proper procedure. If a certificated employee must be disciplined, dismissed, or terminated, or is not offered a contract for the following year, this form then becomes an official record and will be transferred to the official personnel file of the employee at the central office.

### **SUMMATIVE EVALUATION**

1. The Summative Evaluation Form is prepared by the immediate supervisor as per the district's Certified Teacher Supervision and Evaluation Handbook. Evaluation conferences for all certificated employees will be conducted by the primary evaluator. At the request of the evaluator, other supervisors may observe or participate in the evaluation process.

### **REPORT OF ACCOMPLISHMENTS**

This is an optional report certificated employees may submit to their supervisor. In this report, a certificated employee can detail for the evaluator his/her activities and achievements in each area of evaluation, prior to February 1. Prior to receiving the final evaluation, certificated employees shall be encouraged to submit a Report of Accomplishments. This report is not required and, if completed,

shall remain in the principal's file unless return is requested by the certificated employee.

### EVALUATION CALENDAR

The timeline for all certificated employees is outlined in the district's Certified Teacher Supervision and Evaluation Handbook.

### PROFESSIONAL PERFORMANCE IMPROVEMENT PLAN

During the course of an evaluation year, the evaluator may identify a recurring concern regarding the performance of a certificated employee. As such, this behavior/concern may, in the evaluator's judgment, require more intensive time and assistance to correct the behavior. The evaluator shall, after identifying a recurring concern, notify the certificated employee of his/her intent to place the certificated employee on a Professional Performance Improvement Plan. This notification shall be in written form and delivered to the certificated employee. During the course of the Professional Performance Improvement Plan, the primary evaluator retains control of the identified certificated employee's evaluation and all related conference and assistance data. The primary evaluator will determine when the improvement targets have been met and the identified certificated employee subsequently can be returned to standard evaluation cycle. Failure to meet improvement targets within a reasonable time frame may result in recommendation for termination. A Professional Performance Improvement Plan is not required prior to recommending dismissal or nonrenewal.

**EVALUATION OF ADMINISTRATIVE STAFF**

The evaluation of administrative and supervisory staff will be the responsibility of the superintendent as per procedures established by him.

## **PROFESSIONAL STAFF TERMINATION OF EMPLOYMENT**

Professional employees who for any reason intend to resign or intend to retire are encouraged to indicate their plans in writing to the board at as early a date in the school year as plans may become firm and the decision to leave the district is made. Resignations become effective at the end of the school year in which they are submitted. Resignations to become effective earlier than at the end of the school year require a release by the board and must be considered on an individual basis. Letters of resignation will be submitted to the superintendent of schools.

Procedures for the dismissal or termination of certificated employees are governed by state law and all actions of the school district and the board as well as the rights and privileges of employees are clearly set forth in state law and will be followed.

## **INSTRUCTIONAL STAFF REDUCTION IN FORCE**

The Board of Trustees may, in its sole discretion, terminate the contract of a teacher at the end of any school year because of a decrease in the size of faculty due to decreased enrollment, combining of school districts, financial need, change in programs, or other event beyond the control of the Board. In the event of a need to reduce the number of instructional staff, notice shall be given to the teachers whose contracts will not be renewed pursuant to W.S. §21-7-105 and §21-7-106 (a) except the request for a hearing shall not apply.

If the Board for any reason elects to grant a teacher being terminated a hearing, such hearing shall be before the Board of Trustees unless the Board elects to appoint a hearing officer to act on its behalf.

The determination as to which continuing contract teacher shall be terminated shall be based upon the recommendation of the Superintendent after consultation with other District administrators involved in the programs where the reduction will occur. The Superintendent shall make a recommendation based upon what he believes will result in providing the best educational program for the students of the School District. The Superintendent may consider any and all factors or criteria the Superintendent believes are appropriate to base his recommendation upon.

This policy shall not be applicable to initial contract teachers whose contracts may be nonrenewed without applying this policy.



## RESIGNATION OF PROFESSIONAL STAFF

The Board of Trustees feels that all contracts with teachers and administrators are equally binding upon the District and the teacher or administrator and the obligation of the contract should be respected and performed by both parties. Requests to be released from such contracts are discouraged, except for good and sufficient cause. Each request by a teacher or administrator to be released from a contract will be considered on its merits by the Board of Trustees.

In each instance in which such a request is granted by the Board of Trustees, the teacher or administrator shall be required to pay to the District, as liquidated damages to cover costs of securing a replacement, the following:

If the request is received:

<u>After and</u>	<u>Before</u>	<u>Amount</u>
May 15	June 15	\$250.00
June 14	July 15	\$500.00
July 14		\$1,000.00

In the event the request is made for bona fide health reasons or for other reasons which the Board of Trustees may determine to be in the best interest of both the teacher or administrator and the District, the Board of Trustees may waive payment of liquidated damages.

The amount of such damages, if not paid by the employee who elected to resign or terminate his/her employment without fulfilling the terms of his/her contract, may be pursued by the District, in which event the District will request reimbursement for costs, expenses and attorney fees to enforce the terms of this policy and collect the liquidated damages. The Board also reserves the right to pursue any other available legal remedies it may have as a result of the breach of contract.

The District, reserving its rights as specified herein, acknowledges that pursuant to W.S. §21-7-107 a teacher may resign his or her position, effective at the end of the school year, by giving written notice on or before May 15 of any year to the Superintendent of Schools of his or her desire not to be employed by the District for the following year. Therefore, to assist the district in planning for proper teaching assignments and needs, the district **may** offer an early notification of resignation incentive to those teachers who plan on resigning at the end of the current school year. Teachers will be notified of the district's intent to offer the incentive, including the amount of the incentive and corresponding timelines, by October 1<sup>st</sup> of each school year. The amounts, payable at the conclusion of the school year, can be determined by the district on a year-to-year basis. Following is an example of how the incentive can be implemented:

Before December 15- \$1,000.00; Before January 15- \$500.00; Before February 15- \$250.00.

If the Board of Trustees decides to accept a staff resignation, when an incentive has been offered, then the teacher agrees that said resignation is binding and non-reversible and the teacher agrees to execute the following documents:

1. A written document acknowledging the employee's election to terminate his or her contract at the end of the school year (letter of resignation).
2. A Contract Termination Agreement wherein the teacher agrees to resign and terminate his or her employment at the specified date and further, will at that time execute any and all necessary releases that the District requires, including a Release of Any and All Claims that the employee may have against the District, including those related to:
  1. Discrimination on the basis of sex, race, color, national origin, religion, disability or veteran status;
  2. Wrongful discharge (including retaliatory discharge) or any other possible restriction on the District's ability to terminate its employees including but not limited to:
    - i. Violation of Public Policy;
    - ii. Breach of any express or implied covenant of the employment contract; and
    - iii. Breach of any covenant of good faith and fair dealing.
  3. Discrimination on the basis of age, including claims under the Age Discrimination in Employment Act (the ADEA), which is located at 29 U.S.C. Section 621 through 634, and any claims under the Americans with Disabilities Act;
  4. Claims of negligence, defamation, invasion of privacy, personal injury, fraud, misrepresentation, or infliction of emotional or mental distress;
  5. Any other claim of any other nature existing against the District as of the date of the release, which date will be as of the last date of employment.

Amended: March 14, 2016

Adoption Date: March 10, 2008

Code: GCQF

**DISCIPLINE, SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF**

The board and administration shall follow state law in the dismissal and suspension of professional staff members.

Adoption Date: March 10, 2008

**NON-SCHOOL EMPLOYMENT OF PROFESSIONAL STAFF**

Professional staff members of the school district shall not engage in any non-school employment which interferes with their time or ability to perform their assigned duties or which affects adversely on the public school system.

**PROFESSIONAL STAFF RESEARCH AND PUBLISHING**

Curriculum materials and publications that are developed during a school-sponsored program, workshop, or seminar or on school time will become the property of the school district unless a written agreement to the contrary exists between the school district and the employee involving in the research and publishing project. The school district will be entitled to the copyright or patent on these materials except as may otherwise be agreed.

## **SUPPORT/CLASSIFIED STAFF POLICIES**

Persons employed in positions not requiring teaching or administrative or other professional certification will be known as "classified employees". Reference may also be made to this classification as "support staff" or "non-certified staff".

**THIS POLICY MANUAL IS INTENDED AS A GUIDE FOR THE EFFICIENT AND PROFESSIONAL PERFORMANCE OF THIS SCHOOL DISTRICT AND THE EMPLOYEES EMPLOYED BY THIS SCHOOL DISTRICT. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED TO BE A CONTRACT BETWEEN EMPLOYER AND THE EMPLOYEE. ADDITIONALLY, THIS POLICY MANUAL IS NOT TO BE CONSTRUED BY ANY EMPLOYEE AS CONTAINING BINDING TERMS AND CONDITIONS OF EMPLOYMENT. THE BOARD OF TRUSTEES OF THIS SCHOOL DISTRICT RETAINS THE SOLE AND EXCLUSIVE RIGHT TO ADD, DELETE OR AMEND THE POLICIES AND PROCEDURES CONTAINED IN THIS POLICY MANUAL AT SUCH TIMES AS THEY DEEM IT NECESSARY AND IN THE MANNER THEY DEEM BEST FOR THE SCHOOL DISTRICT. THE SCHOOL DISTRICT RETAINS THE ABSOLUTE RIGHT TO TERMINATE ANY CLASSIFIED EMPLOYEE, AT ANY TIME, WITH OR WITHOUT GOOD CAUSE. THE BOARD OF TRUSTEES AND ITS ADMINISTRATION RETAIN THE RIGHT TO CHANGE THE CONTENTS OF THIS POLICY MANUAL AS THEY DEEM NECESSARY, WITH OR WITHOUT NOTICE.**

### **CLASSIFIED/SUPPORT STAFF POSITIONS**

The classified/support staff positions shall be those established by the Board of Trustees. Such positions shall be maintained as determined necessary by the Board of Trustees and as permitted within the limits of the local budget.

Job descriptions will be developed for each position established by the Board. Job descriptions will be maintained in a job description manual. In each case, the Board will approve the broad purpose and function of the position and a statement of job requirements as recommended by the Superintendent. The Board shall delegate to the Superintendent and/or his designee the task of writing or causing to be written a job description for the position.

All support staff are employed as employees "at will" and the employment of such employees shall be terminable "at will" of either the employer or the employee at any time, and no hearing shall be required nor shall either be required to give to the other reasons for termination. Any oral statement or promise to the contrary is not binding upon the school district or the Trustees. Should a statement be made to any employee indicating that his/her term of employment is other than "at will", such statement must be confirmed in writing by the Board of Trustees. The school district Board of Trustees shall not be responsible for the statements that are not confirmed in writing.

**SUPPORT/CLASSIFIED STAFF SALARY/FRINGE BENEFITS**

The Board of Trustees shall adopt annual salary ranges for each classification including part-time and substitute workers based upon the recommendation of the Superintendent. The salary provisions are developed in relation to job responsibilities, the skills necessary for the position, and length of service.



## **CLASSIFIED/SUPPORT STAFF SALARY SCHEDULES**

The Board of Trustees has adopted annual salary ranges for each classification including part-time and substitute workers based on the recommendation of the Superintendent. The schedules and/or salary ranges shall be reviewed annually and modified as is deemed appropriate by the Board of Trustees. No partial years of credit or experience will be prorated on the salary schedule for pay; only full years will be credited. A "full year" or credit towards advancement on the schedule will be granted if the employee is hired for a position and is working on or before the first day of fall classes for students.

### **SUBSTITUTE TEACHERS**

Substitute teachers shall be paid at the rate approved by the Board. Minimum assignments and wages will be for one-half day (four hours). After a substitute works more than ten (10) consecutive school days for the same teacher, the rate of pay shall be increased on the 11th day and consecutive days thereafter to a daily rate of  $1/185^{\text{th}}$  of the base pay of the current teacher salary schedule.

**CLASSIFIED/SUPPORT STAFF SUPPLEMENTARY PAY-OVERTIME**

Overtime at the rate of time and one-half will be earned by any classified employee required to work more than forty (40) hours during the work week. All overtime must have prior approval of the Superintendent or his designee. Each employee is responsible for properly documenting the time that he/she arrives at or leaves work. The employee must properly record the time on his/her time sheet each time he/she arrives and leaves work. It is the employee's responsibility to keep track of his/her hours, and to seek prior approval of his/her supervisor if the employee feels he/she must work overtime to adequately perform his/her duties.

The above provisions do not apply to supervisory or managerial personnel.

Classified employees whose attendance is required at meetings beyond their work hours will be paid at the regular rate for the time required unless it exceeds the forty (40) hours during the work week.

## **SUPPORT STAFF FRINGE BENEFITS**

Benefits, in addition to basic salary, are recognized by the Board as an integral part of the total compensation plans for staff members. The benefits extended to the classified staff will be designed to promote their presence and future economic security and provide incentive for professional development that will be of benefit to the district. In addition to various leave provisions, the Board will provide certain other benefits and services for employees.

**WYOMING STATE RETIREMENT PROGRAM** - Membership in this program is required for all regularly employed school personnel.

**SOCIAL SECURITY (FICA)** - All employees of the school district are members of the Social Security program.

**WORKER'S COMPENSATION** - The school district carries Worker's Compensation with the Wyoming Worker's Compensation Insurance Fund. Should an employee who is covered by this insurance be injured while at work, he is entitled to the benefits provided by the Worker's Compensation Fund.

**UNEMPLOYMENT INSURANCE** - The district provides unemployment insurance through the Wyoming Employment Security Commission for all employees who may become unemployed through actions over which they have no control such as declining enrollment. The program is designed to protect employees from loss of income.

**MEDICAL INSURANCE** - All permanent classified employees working at least 6 hours per day are eligible to participate in the District's health insurance plan which includes hospitalization, major medical coverage, and dental insurance. The insurance program will be selected by the Board.

**LIFE INSURANCE** - All employees covered by the District's medical insurance program will receive such life insurance as is provided in connection with that program.

**LIABILITY INSURANCE** - The school district maintains a liability insurance policy to protect its employees from any harm that may come to them as a result of wrongful acts related to their employment with the District.

**OTHER** - The District will permit payroll deductions for additional programs in the same manner and under the conditions as apply to certified staff.

Other payroll deductions for individuals may be approved from time to time by the Board of Trustees.

## **SUPPORT STAFF LEAVES AND ABSENCES**

In general the classified leave policy is covered under Code GCC in this policy. In the event the employee's absence is due to a work-related illness or injury for which the employee is receiving Workers Compensation benefits, the employee will be entitled to receive sick leave only in the amount equivalent to the difference between the Workers Compensation benefit received and the regular salary the employee would have received had he/she elected to take sick leave. For purposes of calculating the amount of sick leave used, any payment used to supplement the Workers Compensation benefit which is less than one-half day's salary shall count as one half day's sick leave, and any sick leave paid in excess of one-half day's salary shall count as a full day's sick leave for each day the benefit is received. In the event of payment of sick leave prior to a determination by Workers Compensation that an individual is entitled to an award of Workers Compensation to the employee for wages, which determination is made retroactive, the employee will be given the option of repaying to the District any overpayment received by the employee for sick leave or, alternatively, having the District withhold future sick leave payments until the overpayment is made up.

## **CLASSIFIED STAFF VACATIONS AND HOLIDAYS**

### VACATION LEAVE

Vacation leave is described in Code GCC in this policy. Vacation leave can be used the day before and/or the day after a school vacation or legal holiday subject to approval from the immediate supervisor. Vacation leave can also be used prior to usage of the employee's annual or sick leave.

### HOLIDAYS

Only permanent classified employees working five (5) days per week shall be granted those national and school holidays approved by the Board of Trustees when adopting the annual school calendar (not temporary summer employees or substitutes). Holiday pay will be granted only to those employees who are required to be on duty on the last working day prior to and the first working day following the holiday.

The following holidays will be observed by all full-time salaried and hourly personnel and hourly personnel contracted for six (6) hours or more per day. If emergency situations require that an employee work on a holiday, overtime rates will be paid to classified. Other holidays may be declared by the Superintendent.

The following are paid holidays for qualifying employees if the holidays fall on normal working days:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Christmas Eve	Friday Following Thanksgiving

Twelve (12) month employees may also be granted holiday leave for those days school is not in session during the regular school year subject to approval from the immediate supervisor and the superintendent.

## **CLASSIFIED STAFF RECRUITMENT AND HIRING**

### **EMPLOYMENT PROCEDURE**

The Superintendent is designated the responsibility for the recruitment, employment, assignment and termination of all classified personnel and the management of the required record-keeping to perform the personnel function.

### **RECRUITING**

The objective in recruitment shall be to obtain the best possible employee within the financial ability of the district, without consideration as to age, sex, race, national origin, political or religious beliefs in determining qualifications for employment.

### **PUBLICATION OF NOTICE OF VACANCY**

Positions open shall be published by appropriate means in the schools, departments and in the community.

### **APPLICATION PROCEDURE**

The objective of the application procedure is to assure the efficient facilitation of the selection process. Procedures and forms shall be kept to the minimum essential to secure adequate information. All applications shall be made to the Superintendent at the administration office in accordance with procedures established by the Superintendent.

### **INTERVIEWING, SCREENING AND SELECTION**

All applicants for employment shall be interviewed by the Superintendent and/or members of the staff designated by him. The staff is encouraged to use written tests, oral examinations and performance evaluations whenever applicable and desirable as good screening technique. All applicants should be treated alike for purposes of the application process.

The examination and/or screening shall be designed to establish a list of classified employee ranked in the order of their competency and desirability. The immediate supervisor, in consultation with the Superintendent shall make a selection generally from the top three candidates for the Superintendent to recommend to the Board of Trustees for appointment.

### **QUALIFICATIONS AND JOB DESCRIPTION**

The Board of Trustees directs the Superintendent to maintain up-to-date job descriptions for all positions in the classified service. The job descriptions shall contain the areas of responsibility, qualifications, recruitments, duties and line of authority. All classified employees shall meet the

general qualifications required by Wyoming statutes.

### REQUIRED LICENSE

Each school bus driver applicant is required to have all valid licenses as are required by state or federal law for operation of the vehicle he/she will be driving.

### PHYSICAL EXAMINATION AND TUBERCULOSIS CLEARANCE

Each full-time classified employee shall be required to pass a physical examination of such nature to meet the requirements of the position. A physician shall give the examination at the time of employment. The cost of the examination will be paid by the district. Each classified employee shall furnish a tuberculosis clearance (x-ray or test or physician's statement) certificate prior to the start of work, but in no instance later than the start of the second month of employment. Cafeteria employees shall have an annual physical examination and a tuberculosis clearance, authorizing service; both of which shall be paid for by the district.

### MEDICAL EXAMINATION AFTER EMPLOYMENT

The Board of Trustees reserves the right to require a medical and/or psychological examination whenever in its judgment an employee shows evidence of deviation from normal physical and/or mental health. The Board shall pay for said examination.

### PERSONAL QUALIFICATIONS

Classified employees must have personal traits which are conducive to good relationships and satisfactory job performance.

### APPOINTMENT PROCEDURE

The Board of Trustees shall appoint all full-time classified personnel upon the recommendation of the Superintendent. No person initially shall be employed who is a husband, wife, child, father, or mother of a member of the Board of Trustees.

The Superintendent shall hire personnel on the basis of qualification, without regard to marital status, with the following stipulations: When relatives or spouses are employed by the district, neither relative shall have a direct supervisory or administrative relationship with the other; personnel will not work in the same building as a spouse.

### CRIMINAL BACKGROUND CHECK

Prior to making a final decision as to the hiring of any employee, the employee must consent to and provide the necessary documentation (fingerprinting, etc.) to allow for a criminal background check. The criminal background check may be utilized for the sole purpose of considering the qualifications of applicants for open positions and selecting the best qualified applicant for the position. The

criminal background information shall not be permitted to be used for any purpose other than providing information relevant to the hiring decision. In order to ensure confidentiality of this information, the procedure set forth in policy GCF-R relating to criminal background checks shall be followed.



Code: GDG

**SUBSTITUTE CLASSIFIED STAFF EMPLOYMENT**

Building principals or supervisors will arrange for qualified substitutes to replace, if necessary, any classified employee under their supervision.

Adoption Date: March 10, 2008

### **CLASSIFIED STAFF ORIENTATION**

All new classified employees working in a school district will receive an orientation by their immediate supervisor or the Building Principal. Orientation for new employees working in the District Office will be the responsibility of the immediate supervisor or the Superintendent. The orientation should explain job duties, introduce the employee to fellow employees and cover all aspects of the position. Student handbooks, and any other pertinent information concerning the position or building regulations should be furnished.

Newly hired classified employees will be given personnel forms, complete with salary and employment information to sign and return to the District Office. An explanation of the district's insurance and retirement program will be presented. After approximately two weeks, a conference will be held with the new employee, the immediate supervisor, and the appropriate administrator to answer any questions and further orient the employee.

## **SUPPORT STAFF ASSIGNMENTS AND TRANSFERS**

The Superintendent, in consultation with Principals, shall make assignments and consider transfers of classified employees in the best interest of the schools. Classified employees may request transfers when job openings occur. They will be given consideration for such transfer based upon their qualifications and suitability. Employees may be required to complete applications, provide references, and undergo interviews along with other candidates for the position, at the discretion of the Superintendent.

**CLASSIFIED STAFF TIME SCHEDULE AND/OR CALENDARS**

Appropriate administrators shall establish work schedules for the classified staff in keeping with the standard work day and work week, and in conformance with the reduced time schedules for various classifications of employees as approved by the Superintendent. The schedules shall be prepared in keeping with the needs of the school district.

## **CLASSIFIED STAFF DEVELOPMENT**

Classified employees are an integral part of the district's total staff. Their training and development are essential to the efficient and economical operation of the schools. Therefore, all classified employees shall be required to grow in job skills and to take additional training that will improve their skills on the job. It shall be the responsibility of the immediate supervisor to assist to the maximum degree in the training of custodians, aides, clerks, and other classified employees assigned to them.

Absences to attend meetings, conventions, conferences, or workshops of local, state, or national associations which serve to advance the welfare of the district through the upgrading and strengthening of the classified service may be granted by the immediate supervisor and Superintendent without loss of pay to the employee. Reimbursement for expenses shall be at the same rate as provided the certified staff.

## **EVALUATION OF SUPPORT STAFF**

The development of a strong, confident, classified staff is essential to the smooth functioning of a school system. The Board expects all employees to make continuous effort to improve their work and expect their supervisors to assist them through supervision and the evaluation process. The Board delegates to the Superintendent the responsibility for developing evaluation procedures for all classified personnel. The plan shall provide that all classified employees are evaluated at least once each year.

Neither the preparation and use of evaluations, nor anything contained therein, or in any related reports and evaluation documents, nor the absence or lack of evaluation, reports, or evaluation documents, or anything contained therein, shall preclude the use or consideration of other applicable information by either the Superintendent or the Board of Trustees in deciding whether or not to continue the employment of the classified staff member. It is not the intent of this policy to impose in any manner any expectation of re-employment or continued employment or otherwise convey in any manner a property interest of any kind in the employment of the staff being evaluated.

## **REDUCTION IN CLASSIFIED STAFF WORK FORCE**

Classified staff serve at the will of the Board of Trustees and when it becomes necessary to reduce the number of classified staff members in the district, the district shall make its determination regarding the termination of employment in the manner it deems to best serve the needs of the district. Nothing in this policy shall be construed to give to a classified staff member any property interest in employment or otherwise require a hearing or other due process procedures to make a decision regarding how the needs of the school district are best served when reducing the number of classified staff.

The procedure which the administration should generally use will be as follows:

Because the school exists for the child and the main obligation of the Board of Trustees is to provide the best education possible and not to provide employment, the Board will, through procedures carried out by the administration, determine which classified staff members can best serve the needs of the district. The determination will be made in keeping with the following guidelines.

When, in the sole, exclusive and final judgment of the Board, decline in enrollment, reduction of program, or any other reason requires reduction in classified staff, the administration will attempt to accomplish that by attrition. In the event that necessary reduction in staff cannot be adequately accomplished by attrition, given the necessity to hire or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality program possible, the administration will base its decision as to continuing employment on the relative skill, ability, competence, and qualifications of available staff to do the available work. If a choice must be made between two or more staff members of equal skill, ability, competence, and qualifications to do available work, continued employment will be given to the classified staff members with the greater full-time, continuous length of service to the district.

The following criteria will be used in making the decision of whom to release. The criteria are in order of importance:

- a. **Performance on the Job:** A recommendation will be made by the Superintendent based on the recommendations by the Principal and other supervisors.
- b. **Versatility of the Staff Member:** Preference will be given to a staff member who has ability to work in more than one area. Past performance or lack of it will be taken into consideration.
- c. **Longevity of the Staff Member in the District:** The criteria for determining longevity will be the first working day in the district and then the date of employment.

Code: GDQB

### **RESIGNATION OF SUPPORT STAFF**

Resignations will be in writing, signed by the resigning party and directed to the Superintendent of Schools. When possible a request is made that classified staff provide two (2) weeks notice prior to their resignation becoming effective.



## **RETIREMENT OF SUPPORT STAFF**

All permanent classified staff working more than 6 hours per day may qualify to receive early retirement incentive benefits if the school board has in place such an early retirement incentive benefit plan for classified staff. Whether or not the Board chooses to have such a plan shall be discretionary with the Board.

**DISCIPLINE, SUSPENSION AND DISMISSAL OF SUPPORT STAFF**

All classified employees are employed by the district at will and upon the recommendation of the Superintendent. Employees may choose to terminate their employment for any reason at any time or their employment may be terminated by the Board for any reason at any time. The Superintendent may suspend any classified employee either with or without pay subject to later action by the Board. The Superintendent shall promptly report any suspension to the Board.

Termination may be with or without cause without any obligation to provide reasons nor a hearing regarding the reasons for suspension or termination. Any person whose employment is terminated forfeits all accrued employee rights and privileges.

## **POLITICAL ACTIVITY**

Employees shall be permitted:

1. To participate actively in the party of their choice and to serve as one of the city or county officers, as long as such participation does not adversely affect the work of the employees.
2. To be candidates for and serve if elected to a city or county office. Campaigning and serving shall be done on the time of the employee except for reasonable loss of time that shall not require a substitute for the employee. This is to be done without reduction of salary.
3. To campaign, be candidates for and serve if elected to the Wyoming Legislature. Employees shall have the choice of receiving their school salary or legislative salary. They shall reimburse the District for the salary they do not choose to receive. Under no circumstances shall such salary be paid from federal grants.

Employees may retain the per diem allowance to cover living costs while serving in the legislature.

Announced or unannounced candidates for other elected state or national offices will be expected to request a leave of absence or submit a resignation during the period of the campaign and upon election. The school system shall attempt to return employees to employment as soon after the election as possible if they are unsuccessful in their bid for office. The Board of Trustees will determine when an employee is an unannounced candidate.

## **DEMONSTRATIONS**

Employees who participate in a demonstration which in any way disrupts the normal procedures of the school that maliciously defies school policy, or in any way vandalizes school property shall be subject to employee discipline as prescribed by Board Policy and Wyoming Statutes. If the employee refuses to leave school property as requested, law enforcement officials will be notified and charges filed at the discretion of the Board and/or Superintendent as prescribed by law.

## PROFESSIONAL INTERNSHIPS

The District encourages professional internships as a means of professional growth and development. A professional internship candidate must submit a written plan regarding his/her internship plans including but not limited to the program of study, timetable, and request for school days needed for the internship to the immediate supervisor. If approved by the immediate supervisor the request must be submitted to the superintendent. If approved by the superintendent the request will be discussed with the administrative team. The Administrative Team will be informed of all candidates and be involved in planning or delivering of any commitments for training, evaluation or supervision of the candidate.

The level of district support will be identified by the Administrative Team in writing. Although each request will be reviewed on a case by case basis with the best interests of the staff member, students, and district in mind, in general the level of district support will be approved paid district leave for internship study with the staff member paying for the substitute. The number of paid leave days will be at the discretion of the superintendent but will generally not exceed ten (10) days in a semester depending on student needs during the staff member's absence(s). The district may also provide various levels of support for candidates on a case by case basis.

Although not a definitive list, the following factors will influence the level of support provided;

- 1) Length of successful service in the district by the candidate
- 2) The candidate's recommendations for an internship program
- 3) The candidate's likelihood of successfully completing the internship program
- 4) A viable and coherent plan for completing internship hours submitted by the candidate
- 5) Adequate time and commitment by the Administrative to Team to train, evaluate and supervise candidate
- 6) The value of the internship program to the candidate, students, and district

Standard district activities for administrative internships will include but not be limited to;

- 1) Attend Administrative Team Meetings while an intern subject to the superintendent's approval
- 2) Receive an administrative evaluation by the immediate supervisor while an intern
- 3) Attend administrative professional development while an intern
- 4) Participate in a mock position interview with the immediate supervisor

The final approval for all professional internship programs rests with the superintendent who will inform the Board of any approvals.

### **POLICY INTERPRETATION**

Any disagreement over the interpretation of this policy between an employee and a supervisor may be appealed by either party directly to the Superintendent for a ruling. This appeal must be in writing and include all evidence and decisions. Within ten (10) working days of receipt of this appeal, the Superintendent's written decision will be given to the complainant.

A complainant who does not accept the decision of the Superintendent may appeal the decision to the Board of Trustees. All appeals of this nature are limited to the interpretation of policy only.

## **EXCLUSIONS**

All matters covered in the Wyoming Teacher Employment Law will be processed per said statutes and shall not be considered under this policy.