

EMPLOYEE HANDBOOK

Lincoln County School District #1

July 2017

Employee Handbook

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HANDBOOK IS NOT A CONTRACT

THIS EMPLOYEE HANDBOOK 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 THE EMPLOYER AND THE EMPLOYEE. ADDITIONALLY, THIS EMPLOYEE HANDBOOK 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 EMPLOYEE HANDBOOK AT SUCH TIMES AS THEY DEEM IT NECESSARY AND IN THE MANNER THEY DEEM BEST FOR THE SCHOOL DISTRICT WITH OR WITHOUT NOTICE TO THE EMPLOYEE. THE SCHOOL DISTRICT RETAINS THE ABSOLUTE RIGHT TO TERMINATE ANY CLASSIFIED EMPLOYEE, AT ANY TIME, WITH OR WITHOUT GOOD CAUSE. ALL EMPLOYMENT SHALL BE CONSIDERED AT-WILL UNLESS THE EMPLOYEE HAS AN EXPRESS WRITTEN CONTRACT THAT STATES OTHERWISE, AND NOTHING CONTAINED IN THIS HANDBOOK SHALL BE DEEMED TO HAVE ALTERED THE EMPLOYMENT AT-WILL STATUS.

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Forward

This handbook is published as a supplement to the Policy and Procedures Manual and is not intended to contain all information pertinent to employment with Lincoln County School District #1 (LCSD1). This handbook is not a comprehensive listing of district policies and procedures, nor an employment contract. This handbook is intended to be a quick reference for those most frequently asked questions pertaining to employee compensation and benefits. If you cannot find the answer to your question in this book and feel it should be included, please contact the District Office and ask that your question be addressed in future publications.

When researching information, always remember policies referencing Certified staff begin with GC and the mirror Classified staff policy will almost always be the same designation, only beginning with GD. An example of this would be: Professional Staff Vacations and Holidays is Policy File GCBE; where Classified Personnel Vacations and Holidays is Policy File GDBE.

If you require a more in depth explanation or information not contained in this handbook, you must look in either the District Board Policy Book or the Employment Policy and Procedures Manual. The District Board Policies are available on the district's computer network and the District's website: www.rangers1.net. The Employment Policy and Procedures Manual is available in your building principal's office.

If there is any conflict between this handbook and any district policy, the policy shall control.

Equal Opportunity (GBA/GBE)

It is the policy of the Board of Trustees to provide equal employment opportunity and not to discriminate on the basis of race, color, national origin, religion or creed, sex, age, or disability in admission or access to, or treatment or employment in, its educational programs or activities. This policy covers, but is not limited to, recruiting, hiring, training, and promotion of persons in all personnel classifications.

In all cases, it shall be the policy of the Board to recruit and select for employment the best qualified applicant for each position.

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AT WILL EMPLOYMENT

UNLESS THE EMPLOYEE HAS AN EXPRESS WRITTEN CONTRACT OF EMPLOYMENT THAT SPECIFICALLY STATES OTHERWISE, THE DISTRICT AND THE EMPLOYEE UNDERSTAND THAT THE EMPLOYEE IS EMPLOYED AT WILL. THAT MEANS THE EMPLOYEE OR THE DISTRICT MAY TERMINATE THE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT ADVANCE NOTICE. THE DISTRICT WILL NOT BE BOUND BY ANY ORAL STATEMENTS OR PROMISES THAT ARE INCONSISTENT WITH THIS HANDBOOK. THIS HANDBOOK CAN ONLY BE MODIFIED OR AMENDED IN WRITING BY SOMEONE DULY AUTHORIZED BY THE DISTRICT BOARD OF TRUSTEES. CHANGES MUST BE APPROVED BY A MAJORITY OF THE BOARD.

Right to Revise Policies

The district retains the right to unilaterally change or revise, the language of this handbook and the policies upon which it is based at any time as it deems necessary, with or without notice, and with or without additional consideration.

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Prospective Hires/New Hires

For certificated and administrative personnel, Lincoln County School District #1 (LCSD1) may help defray the expense of coming to Kemmerer for an interview. If you live over 100 miles from Kemmerer, Wyoming the district will reimburse/compensate you at the current Wyoming State rate for travel, one way, for all mileage in excess of 100 miles. This amount is the same no matter what mode of transportation you choose to travel to and from Kemmerer. If you come from over 200 miles, the district will also compensate you for overnight lodging for one night's stay. If you come to Kemmerer for an interview from less than 101 miles from Kemmerer, you will not be compensated for the expense of coming to Kemmerer to interview. Meals, by policy GCC-R are at the discretion of the interviewer. You must complete and sign a voucher for reimbursement while you are in the district and your travel stipend will be mailed to you at your home address.

Classifications of Employment

Employees of LCSD1 fall into two basic categories: Certified and Classified. Certified employees are those employees required to be certified by the State Department of Education or are hired by contract, i.e., teachers and administrators. Classified employees are those employees not requiring certification as a condition of employment and not hired by contract. This classification is essentially all employees not identified as certified or not hired by separate contract.

Within each major classification, you will find several sub classifications:

- Full-time, meaning the employee works a minimum of 35 hours per week.
- Regular Part-time, meaning the employee works less than full-time but has a regular work schedule..
- Part-time employees, meaning those who work less than full-time but do not have a regular work schedule.
- Substitute, meaning an employee who is hired to work in the absence of another employee.

Certified employees are either Initial Contract Status or Continuing Contract Status. If a teacher is new to Wyoming or newly hired by the District they will be considered an Initial Contract Teacher until they achieve continuing contract teacher status.

Initial Contract Teachers are defined in Wyoming Statutes 21-7-102 as any teacher who has not achieved continuing contract status; and are referenced in W.S. 21-7-105: An initial contract teacher who has taught in LCSD1 continuously for a period of at least ninety (90) days shall be hired on an annual basis and shall be notified in writing of the reasons for termination, if such is the case, no later than April 15 of each year. An initial contract teacher's employment may be terminated for any reason not specifically prohibited by law, and a board is not limited to the reasons set forth in W.S. 21-7-110(a). The notice of termination shall not be disseminated to the public or to prospective employers

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absent the teacher's consent. Nothing contained in this section shall limit the use of the notice in any hearing.

Continuing Contract Teachers are defined in W.S. 21-7102:

(A) Any initial contract teacher who has been employed by the same school district in the state of Wyoming for a period of three (3) consecutive school years, has had his contract renewed for a fourth consecutive school year and, beginning school year 2019-2020 and each school year thereafter, has performed satisfactorily on performance evaluations implemented by the district under W.S. 21-2-110(a)(xvii) during this period of time; or

(B) A teacher who has achieved continuing contract status in one (1) district within the State of Wyoming, and who without lapse of time has taught two (2) consecutive school years and has had his contract renewed for a third consecutive school year by the employing school district.

Salaries

Over the years LCSD1 has developed salary schedules or policies to cover all current job descriptions. These schedules are available at the District Office and on the school website: www.rangers1.net. The District reserves the right to change these schedules from time to time, as the Board deems necessary or reasonable and prudent.

Experience

Employees will be granted experience as agreed upon at the time of hire. It has been the practice of the District to not adjust years of experience once an initial agreement has been made or a contract has been accepted. But, there may be exceptions to these rules and if an employee feels they are not being treated fairly they may petition their immediate supervisor to have their experience reviewed and an adjustment made in their years of experience if the request is approved.

This process is especially critical when assigning extra-duty responsibilities. These include those duties listed on the Extra-Duty Schedule. As a rule of thumb, experience is limited to actual experience in the same level of the same activity. i.e., three years' experience coaching seventh grade basketball is not valid experience for varsity basketball. The years of experience are set when the extra-duty is very first assigned. The years of experience for extra-duties will not be adjusted after the first year has been completed.

Substitutes will be paid according to the current Policy H agreement.

Certified substitute compensation is set by Board Policy GCE and GCE-R.

Classified substitutes for Paraprofessional positions are paid on the entry level step and the appropriate education lane on the Paraprofessional salary schedule. All other

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classified substitutes are paid at the entry level step. Long-term substitutes will be placed on appropriate step and education lane to match their education and experience.

By negotiations, substitutes are moved up a step on the salary schedule for each 3 years of service.

Benefits (GCBC/ GDBC)

LCSD1 offers Health Insurance, Dental Insurance, Vision Insurance, Life Insurance and Long Term Disability Insurance to eligible employees. Not all employees are eligible for all benefits.

Eligible benefits will begin on the first day of the month following employment, for example, if an employee begins work on August 20, benefits will begin on September 1.

Wyoming law requires that every full-time and regular part-time employee of the District participate in the Wyoming Retirement System, Employment Security Service and when an employee's job duties are defined as extra hazardous by the State of Wyoming, Worker's Compensation is provided.

Personnel whose regular work assignment averages 30 hours or more per week during the PPACA measurement period shall have the opportunity to participate in any group health insurance carried by the District.

Should the employee leave the district, benefits will end on the last day of the month of employment, for example, an employee terminates employment on June 6 (last teacher day), benefits will be terminated effective June 30 with July 1 the first day that the employee is not covered.

Health, Dental and Vision Insurance –Eligible employees may choose to enroll in the health, dental and/or vision plan. The employee may decline coverage if so desired and shall make that decision when employed with the District.

Every employee participating in the Health Insurance Plan is encouraged to read through the Summary Plan Document (SPD) to get a better understanding of their deductibles and the coverage available to them.

Open Enrollment

LCSD1 will offer an annual open enrollment period during November each year with a January 1 effective date. Open enrollment is the period when an employee may choose to make changes to their health insurance plan.

Retiree Insurance

Employees retiring from the District are allowed to continue participating in the District's insurance plan at their own expense until they reach the

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age of 65, unless the Plan is impacted by the PPACA Cadillac policy or other Federal laws.

All covered employees and their dependents are eligible to continue participation in the District's plan upon termination under the COBRA Laws.

Life Insurance – The District provides qualified employees \$100,000.00 of term life insurance. Dependent coverage pays \$2,000.00 for the death of a spouse and \$1,000.00 for the death of a child between age 14 days and 19 years. The plan carries Accidental Death and Dismemberment (AD&D). In the event of accidental death of the covered employee, the policy will pay double. There is also scheduled coverage for dismemberment. This insurance is a term life policy and will terminate upon the employee no longer being employed by the District.

Qualified employees have the option of purchasing additional insurance such as supplemental insurance from the District's current insurance provider, AFLAC, and/or NCPERS at their own expense. If you would like to know more about these optional plans contact the Business Office.

Long Term Disability Insurance (LTD) – LCSD1 provides LTD on all eligible employees. LTD Insurance will compensate an employee 66.66% of their salary each year until they reach their 65th birthday, should they become permanently disabled and unable to work. This benefit is paid if the employee is injured on or off the job.

If an employee becomes disabled there is a 90 day waiting period before the employee is eligible for disability income. Partial Disability income is also available under the LTD Plan. This is only a summary of this possible benefit and should you have more questions or wish to know a specific detail of the benefit, a copy of the group plan is available at the Business Office. The plan shall control the benefits available.

Employee Recognition—LCSD1 recognizes employee service through an annual Recognition Dinner with awards given for service in 5 year increments. Retirement from the District is also acknowledged with gifts given to the employee if they meet the Rule of 85 (age + years of service = 85) and/or they are at least age 60 and have been employed with LCSD1 at least 10 years.

Recreation Center/Swimming Pool Privileges – LCSD1 provides access to the Kemmerer Recreation Center and the school's pool at no cost to employees and retirees. To qualify, you must be a full or regular part-time employee of the District. In addition to the employee, spouses and legal dependents are also eligible. Children between the ages of 18-22 must be a college student and not married. Spouses of retirees are also eligible.

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Tuition Reimbursement – The district will reimburse 50% of the tuition cost per credit, up to \$300.00 per credit for pre-approved courses. For example: the tuition for a class is \$300.00 per credit and the class is three credit hours for a total cost of \$900.00. The individual will be reimbursed \$450.00. If the cost exceeds \$300.00 per credit the individual will still only receive \$150 per credit reimbursement. If the cost is less than \$300.00 per credit, reimbursement will be 50% of the actual cost. To qualify for this program the employee must have obtained tenure status. To request reimbursement, the class must first be approved by the superintendent. The program enrolled in must have an education emphasis and be from an accredited institution

Payday

All classifications of employees are paid once a month. Payday is the 15th of each month unless the 15th falls on a weekend or holiday. In that event, payday is the last working day prior to the 15th.

Classified employees are required to clock in and out using the electronic attendance system.

When possible, the weekly average hours worked should not exceed the classified employee's regular weekly total, for example, if the employee usually works 40 hours a week and 10 hours are worked on Tuesday, the employee should work 6 hours on Wednesday (or another day that week) to equal 40 for the week. If overtime is unavoidable, all overtime **must be pre-approved** by the employee's supervisor.

Certified employees who perform duties compensated for outside their employment contracts must have the request for payment submitted to their building principal on the 1st business day of each month or as soon as possible after the 1st business day of the month.

Extra Duty Activities defined in the Extra Duty Schedule are paid at the end of the regular season as determined by the Athletic Director.

Payroll Deductions (GCBC) – The district will, at the request of the employee, withhold from wages and forward to the appropriate agency, monthly deductions for insurance, professional education association dues or other deductions as approved by the Business Office.

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Leaves and Absences

Certified Staff (GCBDA) Short-Term Leave

It is the policy of the Board, within certain guidelines, to grant leave for illness, personal and emergency purposes, important civic obligations, community service, military obligations and professional improvement.

In general, the Board grants two types of leaves: short-term or temporary leaves (such as sick leave, jury duty leave), and long-term leaves (such as sabbatical leave, long-term health leave). Maternity and/or child care leave is covered by a separate policy, but is in general regarded as a long-term leave.

The superintendent shall approve temporary leaves and absences in accordance with Board policy. All long-term leaves of absence, including maternity/child care leave and requests for leaves not covered by Board policy, shall require Board approval.

Sick Leave – Sick leave will be earned by all certified staff at the rate of one (1) day per month, i.e. teachers 10 days, Administration 11 days, 12-month employees 12 days, and may accumulate up to one hundred eighty (180) days. If an employee completes a contract and does not intend to return the following year, the employee shall be paid for those accumulated days of sick leave in excess of forty-five (45) at the rate of forty-two dollars (\$42.00) per day.

Accumulated sick leave may be used for either personal illness or illness in the immediate family.

Immediate family is: The spouse, children living at home or away for college, parents, and any person living in the home of the employee who is dependent upon the employee.

Up to ten sick leave days per year may be used for immediate family not living in the home of the employee. This would include parents of the employee and grown children no longer living at home.

Sick Leave Bank Program (GCBDA-R) – At times a personal catastrophe, serious illness or major surgery event (not to include routine maternity leave) may cause an employee to exhaust all accumulated sick, personal, and vacation leave. Policy GCBDA-R will be utilized to develop a sick leave bank from which employees may request additional days after the employee has exhausted his or her sick leave, vacation, and personal days.

Personal Leave – Two days per year may be taken for unrestricted personal use. The district will pay for the substitute. Personal leave requests are required to be submitted prior to leave date. Personal leave

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before or after a break from school requires a specific reason for the leave to the superintendent. If no sub is available, the request will be denied. Personal leave is not cumulative. Unused personal leave will be paid at the employee's daily rate or \$77.00 per day, whichever is less.

Note: For purposes of computing unused sick leave and personal days, in the event of termination of service, all unused days will be prorated to the date of termination and in the event that you have used all of your personal leave and you owe the District, it will be deducted.

By negotiations, all employees are allowed to trade a maximum of five sick days for five personal days—as long as the employee has sick days to trade. Personal days must be used prior to using the 5 sick for 5 personal days.

All available paid leave must be taken before non-paid leave may be requested. Only the superintendent may approve unpaid leave.

Bereavement Leave – Five days of non-cumulative leave will be granted each year in the case of a death in the family. The individual may immediately, upon notification of death, respond to the needs of his/her family. He/she will notify his supervisor at the earliest possible opportunity. Additional unpaid bereavement leave may be granted by the superintendent. Family is limited to, of either spouse: spouse, father, mother, father-in-law, mother-in-law, child, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, aunt or uncle. (Must submit program from funeral/obituary upon returning to work.)

Jury Duty – Employees shall be paid full pay for any time served on a jury during working hours.

Professional Leave – Professional leave, with pay and expenses, may be granted for professional growth and study through attendance at workshops, clinics, conferences and seminars under the following conditions:

- 1) Maximum of two school days per year per teacher, teacher initiated.
- 2) Workshops must be directly applicable to contract assignment.
- 3) College or university credit fees are to be paid by the individual unless appropriate paper work for pre-approval for reimbursement is submitted and approved.
- 4) All requests for reimbursement are to be made in writing to the principal and then forwarded to the superintendent for final approval.
- 5) Additional professional leave may be used at the request of the principal upon approval of the superintendent.
- 6) Requests by coaches or sponsors desiring to attend culminating activities in which our students are not participating (state

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tournaments, etc.) will be approved at the discretion of the superintendent.

- 7) Requests by employees for leave to officiate in a culminating activity shall be approved at the discretion of the superintendent.

Civic Obligations/Community Service – Staff members may be eligible for short-term leave for board approved civic obligations/community service. Qualified personnel shall apply for leave according to the normal leave procedures.

Military Obligations – Staff members obligated to the United States Armed Forces during a portion of the contract year shall, as soon as possible, notify the superintendent. The superintendent shall present the leave notification to the Board of Education for disposition.

Maternity Leave/Child Care – (GCBDA) A certified staff member who becomes pregnant may continue to work as long as her health permits and as long as she is satisfactorily performing the duties of her job. Prior to the expected date of delivery, she may request leave until she can return to work as determined by her doctor. Following the baby's birth, she is expected to assume normal duties within twelve (12) weeks.

Maternity leave is considered sick leave. Therefore, during maternity leave, the employee shall use her accumulated sick leave. Any additional maternity leave is unpaid. The district will continue to pay for the District's portion of insurance during maternity leave for the maximum of 12 weeks.

Family and Medical Leave

Lincoln County School District #1 will provide all qualifying employees with family and medical leave in accordance with the "Family and Medical Leave Act of 1993". This act entitles eligible employees up to twelve (12) workweeks of unpaid leave for:

- 1) the birth and first year care of a child
- 2) the adoption or foster placement of a child
- 3) the illness of an employee's spouse, parent, or child and
- 4) the employee's own illness.

Lincoln County School District #1 requires that all available paid leave be used prior to any unpaid leave, and shall be included in the twelve (12) workweeks of leave available to all eligible employees.

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Professional Staff Long-Term Leave (GCBDC)

A professional staff member may file a formal written request no later than February 15 for a long-term leave of absence. The Board of Trustees shall consider such applications and reply no later than April 15. The following conditions under which the leave may be granted are as follows:

1. The employee must have been employed in the school system for at least four (4) years. In cases of leaves requested because of the employee's health, maternity/child care, or induction into the armed forces in time of war, this condition may be waived by the Board.
2. The leave shall not exceed one (1) school year.
3. The leave shall be without pay and benefits.
4. The employee will be reemployed in the same position held prior to the long-term leave.
5. The employee will be returned to the same salary step he would have been on when he left the system. (For example, a teacher going on leave of absence the year he would advance to the sixth step will return on the sixth step.)
6. The employee must notify the school district, in writing, by March 15 of the year of the leave regarding their intention to return.

Classified Staff (GDBD) Short-Term Leave

It is the policy of the Board, within certain guidelines, to grant leave for illness, personal and emergency purposes, important civic obligations, community service, military obligations and professional improvement.

In general, the Board grants two types of leaves: short-term or temporary leaves (such as sick leave, jury duty leave) and long-term leaves (such as sabbatical leave, long-term health leave). Maternity and/or child care leave is covered by a separate policy, but is in general regarded as a long-term leave.

The superintendent shall approve temporary leaves and absences in accordance with Board policy. All long-term leaves of absence, including maternity/child care leave and requests for leaves not covered by Board policy, shall require Board approval.

*Sick Leave** - Sick leave will be earned at the rate of one (1) day per month worked, cumulative to one hundred eighty (180) days. Upon termination from the District, classified employees shall be paid for those accumulated days of sick

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leave in excess of forty-five (45) days. The rate of reimbursement shall be the employee's daily pay rate not to exceed forty-two (\$42.00) per day.

Accumulated sick leave may be used for either personal illness or illness in the immediate family.

Immediate family is: the spouse, children living at home or away for college, parents and any person living in the home of the employee who is dependent upon the employee.

Up to ten sick leave days per year may be used for immediate family not living in the home of the employee. This would include parents of the employee and grown children no longer living at home.

Sick Leave Bank Program – (GCBDA-R) At times a personal catastrophe, serious illness or major surgery (not to include routine maternity leave) event may cause an employee to exhaust all accumulated sick, personal, and vacation leave. Policy GCBDA-R will be utilized to develop a sick leave bank from which employees may request additional days after the employee has exhausted his or her sick leave, vacation, and personal days.

Personal Leave –

Two (2) days per year may be taken for unrestricted personal use. Personal leave before or after a break from school is to be denied by the direct supervisor and the person requesting leave must write a specific reason for the leave to the superintendent. If no sub is available, the request will be denied. Personal leave is not cumulative. Unused personal leave will be paid at the employee's daily rate or \$77.00 per day, whichever is less.

Note: For purposes of computing unused sick leave and personal days, in the event of termination of service, all unused days will be prorated to the date of termination and in the event that you have used all of your personal leave and you owe the District, it will be deducted.

By negotiations, all employees are allowed to trade a maximum of five sick days for five personal days—as long as the employee has sick days to trade. Personal and additional personal days (if applicable) must be used prior to using the 5 sick for 5 personal days.

All available paid leave must be taken before non-paid leave may be requested. Only the superintendent may approve unpaid leave.

Bereavement Leave – Five days of non-cumulative leave will be granted each year in the case of a death in the family. The individual may immediately, upon notification of death, respond to the needs of his/her family. He/she will notify his/her supervisor at the earliest possible opportunity. Additional unpaid bereavement leave may be granted by the

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superintendent. Family is limited to, of either spouse: spouse, father, mother, father-in-law, mother-in-law, child, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, aunt or uncle. (Must submit program from funeral/obituary upon returning to work.)

Jury Duty – Employees shall be paid full pay for any time served on a jury during working hours,

Professional Leave – Professional leave, with pay and expenses, may be granted by the superintendent, for professional growth and study through attendance at workshops, conferences and seminars. Approval of professional leave days shall be granted at the discretion of the superintendent.

All requests are to be made in writing to the supervisor and then forwarded to the superintendent.

Classified staff who attend conferences/workshops outside of their regular work schedule will be compensated at their regular hourly rate if the conference was District directed/mandated. If a classified employee asks to attend a conference and the request is granted, the district pays registration, travel, hotel and meals but not an hourly rate.

Civic Obligations/Community Service – Classified employees may be eligible for short-term leave for board approved civic obligations/community service. Qualified personnel shall apply for leave according to the normal leave procedures.

Military Obligations – Classified employees obligated to the United States Armed Forces during a portion of the contract year shall, as soon as possible, notify the superintendent. The superintendent shall present the leave notification to the Board of Education for disposition.

Maternity Leave/Child Care – (GCBDA) A classified staff member who becomes pregnant may continue to work as long as her health permits and as long as she is satisfactorily performing the duties of her job. Prior to the expected date of delivery, she may request leave until she can return to work as determined by her doctor. Following the baby's birth, she is expected to assume normal duties within twelve (12) weeks.

Maternity leave is considered sick leave. Therefore, during maternity leave, the employee shall use her accumulated sick leave. Any additional maternity leave is unpaid. The district will continue to pay for the District's portion of insurance during maternity leave for the maximum of 12 weeks.

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Family and Medical Leave

Lincoln County School District #1 will provide all qualifying employees with family and medical leave in accordance with the "Family and Medical Leave Act of 1993". This act entitles eligible employees up to twelve (12) workweeks of unpaid leave for:

- 1) the birth and first year care of a child
- 2) the adoption or foster placement of a child
- 3) the illness of an employee's spouse, parent, or child and
- 4) the employee's own illness.

Lincoln County School District #1 requires that all available paid leave be used prior to any unpaid leave, and shall be included in the twelve (12) workweeks of leave available to all eligible employees.

Job Sharing

Job sharing is allowed for both Certified and Classified employees. These terms are outlined in policies GCAA and GDAA respectively. Job sharing allows two individuals to work a single position as one, both sharing the salary and benefits the position would provide for a solitary employee.

Vacations and Holidays (GCBE/GDBE)

Professional Staff Vacations and Holidays – The school calendar as adopted by the Board will set vacations and holidays for teachers and other certificated personnel employed on a school year basis.

Classified Personnel Vacations and Holidays

Vacations –

Classified employees employed on a twelve month basis will be granted vacation days based on the years of experience with the district. Years of experience will be calculated by subtracting their year of hire from the current year each July 1. Vacation time is as follows:

1-7 years of continuous service:

Vacation days will be earned at a rate of .83 days per month.

This is 10 days for 12 month employees.

8-14 years of continuous service:

Vacation days will be earned at a rate of 1.25 days per month

This is 15 days for 12 month employees.

15+ years of continuous service:

Vacation days will be earned at a rate of 1.65 days per month.

This is 20 days for 12 month employees.

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Application may be made for advanced use of earned vacation leave when it is in the best interest of the district.

Vacation time shall be used within the year after it is earned. Unused vacation days may be accumulated to a maximum of five (5) days. Vacation days may not be taken without the prior approval of the employee's immediate supervisor and the District Office.

It is the position of the district to see that all vacation benefits are used within the time period allowed. This may require a supervisor to order an employee not to report to work until all vacation benefits have been used. Requests to carry over vacation may be granted by the superintendent on an individual basis. Any employee having unused vacation days on the books after one year, who has not been granted permission to carry them over, will be compensated for them at their regular daily rate of pay.

Classified personnel severing employment with the district, who have earned vacation days coming, should set their final day of employment to include these earned vacation days.

Holidays

Paid holidays are provided during the school year for classified personnel provided they fall within the employee's work calendar:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Floating Holiday
- Thanksgiving Day (two days)
- Christmas (two days)

Employee must work the day before or the day after a holiday in order to receive holiday pay, per Policy H. All 12-month employees are granted a floating holiday, to use at their discretion. This day cannot be carried over and will not be compensated if not used.

Assignments and Transfers (GCI/GDI)

Professional Staff Assignments and Transfers – Teachers and other certificated staff members may be assigned to give instruction/supervision only in those areas for which their respective certificates have been issued.

Assignment

Assignment of teachers shall be made under the direction of the superintendent, who shall consider the recommendations of the building principals. Teachers shall be assigned to the available positions for which they are best qualified.

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Transfer

Teaching assignments may be changed whenever such change, in the judgment of the superintendent, will serve the best interests of the district. A request for transfer may be initiated by the staff member involved, or by an administrator. All requests for transfers shall be processed through proper channels. Employee-initiated requests for transfers that are not approved will be explained in writing. If the transfer also involves a change in salary or rank, it shall require Board approval

Support Staff Assignments and Transfers – The superintendent, in consultation with supervisors, shall assign support staff personnel to positions and schools.

Any employee may be transferred from one position or school to another, provided the transfer does not involve a change in classification or salary. If the transfer involves a change in classification or salary, it shall require Board approval.

Any employee may request a transfer for himself/herself by putting his/her request in writing to his/her supervisor, the school principal or superintendent. Such requests may be granted when in the best interests of the district.

Time Schedules (GCJ/GCJ-R/GDJ)

Professional Staff Time Schedules:

Work Year – The working year for the teaching staff shall be set forth on the school calendar adopted by the Board. The number of teaching days shall conform with or exceed state requirements for the minimum number of instructional days. Additional staff days are a matter of instructional program needs as well as a condition of employment. Therefore, the determination to employ certificated personnel for an extended year shall be the responsibility of the Board acting on the recommendation of the superintendent.

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 the school year, or during school recess periods to carry out the responsibilities of their positions.

Working Hours -

In general, the Board expects its certificated staff, including both teachers and administrators, to observe an eight-hour working day. The actual daily schedule of staff in the school will be set by the principal in keeping with this policy, the length of the school day as established by the Board, and the opening and closing hours for students as approved by the superintendent.

Teachers shall arrive at their posts sufficiently in advance of students and shall remain after the school day to meet with individual students, parents, faculty committees, and to carry out other professional responsibilities.

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The basic school day for teachers is 8 hours. The building principal determines the schedule. Teachers may leave their buildings at 3:15 p.m. on Fridays, unless, the building administrator has scheduled a meeting. In recognition of this, teachers are expected to participate in meetings, which may run beyond 3:45 p.m. Monday through Thursday or begin prior to 7:45 a.m. Monday through Thursday as a professional courtesy.

Teachers are expected to supervise their classrooms during such times as are set by their principals. During times set aside for conferences and planning, it is important that the office be notified when teachers find it necessary to leave the building. It is essential that the office know when teachers are out of the building, and it is in the interest of the teacher that the office be so informed.

Support Staff Time Schedules –

The basic work calendar for support staff personnel shall be established by supervisors subject to the approval of the superintendent and the Board of Education for each position. Individual exceptions may be made by the supervisor or superintendent for valid reasons.

Working hours shall not include the lunch period.

All employees shall be expected to report on time to work. Persistent tardiness and/or unexcused/unpaid absences shall be cause for dismissal.

Overtime compensation for all qualifying employees shall be consistent with the Fair Labor Standards Act.

Extra Duty Pay (GCKA)

Employees of the district and community patrons are eligible to perform duties at any level on a voluntary basis. A volunteer list for each season will be established. All volunteers will be subject to a background check, including fingerprints. In the event there are not enough volunteers for the scheduled activities, the administration may assign school employees to cover extra duty assignments. Payment for extra duty will be at the rate stated in the activities handbook.

Professional Staff Meetings (GCKB)

The principals or the superintendent shall hold staff meetings as necessary. It shall be part of each teacher's responsibilities to attend such meetings.

Principals shall be expected to hold faculty meetings as needed for the purpose of planning and coordinating instructional activities. They are authorized to assign a reasonable amount of professional reading and committee work.

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Termination of Employment (GCP)

NOTE: State statutes define "termination" as "the failure of the Board of Trustees of a school district in Wyoming to reemploy a teacher at the end of a school year in any given year." W.S. 21-7-102(a)viii.

For pertinent law and information, consult the following:

W.S. 21-7-105 and W.S. 21-7-106 as amended, 1998
Wyoming Education Policies Reference Manual, code GCP

Additional information is also contained in this manual in the following categories:

BDE, Special Procedures for Conducting Hearings
GCG, Professional Staff Contracts and Compensation Plans
GCG, Professional Staff Probation and Tenure
GCPD, Suspension and Dismissal of Professional Staff Members

Reduction in Force (GCPA)

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/she 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/her recommendation upon.

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

LEGAL REF: W.S. 21-7-105

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Resignations (GCPB/GDPB)

Professional Staff Members Resignations – The Board of Trustees considers a contract with a professional employee to be binding.

The Board shall accept any teacher's resignation for the ensuing school year when it is presented in writing prior to May 15 of the current year. Teachers, who are considering resigning but have not done so prior to May 15, shall keep the superintendent informed of their plans. Resignations tendered after that date may or may not be accepted by the Board.

Additionally, the extra costs incurred by the district in finding a replacement for any teacher who leaves his/her job may be charged to that employee. Guidelines for the implementation of this requirement shall be developed by the administration and submitted to the Board for approval.

Approved Guidelines (GCPB-R) – Employees who resign from their positions after May 15 may be assessed for the extra cost of finding a suitable replacement. However, employees may be released from their contracts after May 15, without being charged replacement costs, under one of the following conditions.

1. Personal health when a physician's statement supports the request.
2. An employee's move to another area is in connection with their spouse's regular occupation.
3. Serious illness or death in the immediate family requires the employee's presence at home for an extended period of time.
4. The Board of Education accepts the employee's resignation without stipulations.

Employees whose resignations are not in accordance with the above conditions may be charged for the extra expenses incurred in finding a suitable replacement. These costs may be withheld from monies owed the employee. Costs include advertising for replacement, travel costs to and from interview cities and administrative staff time in interviewing and selecting a replacement. A record of the actual expenses incurred by the district will be kept by the superintendent.

Contrarily, staff members who give advance notice to the district by resigning early will be eligible for incentive pay. Incentive pay will be \$750.00 for resignations received prior to February 15. Incentive pay will decrease \$25.00 each day, beginning February 15, and continuing down to \$0.00 for resignations received thereafter. Incentive pay for early resignations will be paid on employee's final paycheck.

Support Staff Members Resignations– A non-certificated employee may terminate his employment by giving at least two week's written notice to the Board through his supervisor or the superintendent.

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Suspension and Dismissal (GCPD/GDPD)

Suspension and Dismissal of Professional Staff – Procedures for the suspension or dismissal of a certificated employee shall be those established by law. The superintendent may suspend any employee for good cause, subject to later action by the Board. The superintendent shall promptly report any suspension to the board. The employee's salary may, at the discretion of the board, continue during the suspension until a decision has been reached.

LEGAL REFS.: W.S.) 21-7-110 and 21-3-111(a)(vii)
Wyoming Education Policies Reference Manual, code GCPD

CROSS REF.: BDE, Special Procedures for Conducting Hearings

Suspension and Dismissal of Support Staff Members – The superintendent or supervisor of any noncertified employee is encouraged, prior to making a recommendation to the Board of termination or discharge, to give notice of the intended action, the reasons for the intended action and to give the employee an opportunity to offer any explanation or defense. Only the Board of Trustees may make the final decision with regard to termination or dismissal.

Notwithstanding the foregoing, it is the policy of Lincoln County School District No. 1 that all noncertified employees are employed at the will of the District for an indefinite period of time. Employment may be terminated at any time with or without cause. Nothing contained in these policies, employment applications or other materials confers upon a noncertified employee a property right in continued employment or a reasonable expectation of continued employment or restricts the right of the district to terminate or discharge at will.

Non-school Employment by Professional Staff (GCQA)

When a person is hired on a regular, full-time basis, the Board considers that it has given that person full-time employment. It therefore shall expect all employees to give the responsibilities of their positions in the district precedence over other work.

The nonschool work done by a staff member is of concern to the board insofar as it may:

1. Prevent the employee from performing his responsibilities in an effective manner.
2. Be prejudicial to his effectiveness in the position or might compromise the school system.
3. Raise a question of conflict of interest--for example, where the employee's position in the district gives him access to information or another advantage useful to the outside employer.

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Therefore:

- a. An employee shall not perform any duties related to an outside job during his regular working hours or during the additional time that he needs to fulfill the responsibilities of the position.
- b. An employee shall not use any district facilities, equipment, or materials in performing non-school work.
- c. It is recommended that an employee confer with his immediate supervisor before accepting any other employment and discuss the prospective job in relation to the three points listed above.

The district superintendent shall seek to establish agreements with other school districts, educational and government agencies so that these organizations will seek the approval of this district before offering any of its employee's consultative or other part-time professional work.

Travel Guidelines

LCSD1 is responsible for daily travel to the conference. No other daily travel will be paid for by the district i.e. travel to another location for meals or entertainment.

Spending Guidelines

Breakfast \$15.00

Lunch \$15.00

Dinner \$25.00

The meal guidelines are a maximum of \$55 a day. The break out for breakfast, lunch and dinner above are examples. The \$55 could be spent all on 1 meal or split between 2 or 3 according to the employee's needs. Federal guidelines may be followed when necessary.

If spending guidelines for meals are exceeded, the employee is responsible for the difference. Meals are only paid for out of district, overnight travel.

Receipts must be itemized with the employee's full name, conference attended and location (city and state) of the conference. Receipts and registration information must be turned into the employee's supervisor immediately upon return.

Rental car use is not allowed without prior approval.

When purchasing gas for a school vehicle, snacks and drinks are not reimbursable and should not be added to the gas purchase.

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Expense Reimbursement (DLC/DLC-R)

The same general policy shall apply to all personnel and district officials in regard to reimbursement of expenses. This policy shall be as follows:

1. Personnel and officials who incur expenses in carrying out their authorized duties shall be reimbursed by the district upon submission of a properly filled out and approved voucher and such supporting receipts as required by the superintendent.
2. Such expenses may be approved and incurred in line with budgetary allocations for the specific type of expense.
3. When official travel by personally owned vehicle has been authorized, mileage payment shall be made at the State rate currently approved by the Board.

Personal Vehicle Travel

All staff is encouraged to use their personal vehicles when traveling within the District, except when transporting students.

If a District vehicle is not available for out-of-district travel, and the employee uses his/her personal vehicle, the District shall pay mileage at the current State rate.

In-District Travel

District staff routinely required to travel between campuses as designated by the superintendent or his designee shall be paid at the State approved rate per mile when submitted with a mileage log. The mileage log form can be found on the District's web-site. Walking between buildings is not reimbursable.

Mileage between schools
(one-way)
KJSHS – KE .5 mile
KJSHS – NFHS .5 mile
KJSHS – CANYON 1 mile
CANYON – KE .5 mile
CANYON – NFHS .1 mile

Out-of-District Travel

Travelers shall observe the following stipulations:

- (a) If a spouse (non-school employee) is traveling with the claimant, the spouse's expenses cannot be listed on the claim form given to the business establishment. Separate arrangements must be made for the spouse, and these must not be listed on the official traveler's claim form as "expenses."

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- (b) If the claimant uses cash (or a personal credit card), receipts must be obtained for these expenses to be reimbursed. These receipts must not include expenses for the claimant's spouse.
- (c) To obtain reimbursement, the claimant must present all receipts along with the signed "claim" form.

Student Activity Expenses

Expenses of student activity groups--such as board, room, and travel of students who represent the school as participants away from home--are to be paid from school funds. Supervisory personnel are to follow the activity handbook regarding expenses.

Parent Reimbursement for Out-of District Travel Expenses (Special Education)

The parent of a child who has been placed through the IEP process in an out-of-district educational setting will be allowed a reasonable amount of visitation according to the plan set forth during the Individual Educational Plan meeting. The parents will be reimbursed for travel expenses which include: mileage, lodging, and meals based on current federal per diem rates established by the Department of the Treasury.

The parents will sign the Wyoming Department of Education required contract, which will be available at the District Special Education Office. The parents must have receipts for all reimbursable expenses in order to be reimbursed.

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