



Employee Handbook

(Revised January 2023)

The District is an Equal Opportunity Employer. It is the policy of the District to adhere to a policy of equal employment opportunity in all personnel matters. No person shall be subjected to discrimination in regard to employment, retention, promotion, demotion, transfer or dismissal because of or in relation to race, color, national origin, sex, age, disability and religion or any other legally protected basis.

Reasonable accommodation for individuals with disabilities will be made as required by law. If considerations of sex, age or disability have a bona fide relationship to the unique requirements of a particular job or if there are applicable statutory or federal or state regulatory requirements, then sex, age or disability may be taken into account as a bona fide occupational qualification, provided such consideration is consistent with governing law. If you have questions concerning District compliance with state and federal equal opportunity contact your supervisor or the HR Office.



Mission

EDUCATE, EMPOWER, INSPIRE

Expectations

Demonstrate integrity, dedication, motivation, citizenship, work ethic and excellence.

Vision

"Fremont County SD #25 is a no excuses, can-do, results-driven district. As the heart of the community, we transform lives and futures through education, collaboration, innovation, and commitment."

District Goals

Safety is the top priority.

Achieve a 90% graduation rate and maximize student achievement.

Ensure efficient and effective operations.

Create a culture that respects, encourages and supports family and community.

Collective Commitments

Define and stay focused on implementing and monitoring the K-12 essential tasks in all buildings.

Operate as a Professional Learning Community, to model the PLC process as the culture of the district.

Commit to difficult conversations with the intent of creating productive outcomes.

Strengthen trust and integrity in each other and in our processes by doing what we agree to do at high and consistent levels.

Ensure the effective development, implementation and refinement of Multi Tiered Systems of Support in all buildings, by communicating clear and consistent understandings of the critical components of an effective MTSS System.

Employee Handbook

It is your responsibility to ensure that you are familiar with the contents of this handbook and the Board Policies as well as the parameters of those policies.

Click on the item below to be linked to that item in this document.

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Fremont County School District No. 25 Handbook

As an employee of Fremont County School District No. 25 (“District”), you are part of an organization that is proud of what we do for the children of the community. Each employee regardless of our job title plays a critical part in ensuring the successful education of our Fremont 25 students. As a staff member of our educational community this handbook will provide you with guidelines regarding our employment and educational systems. Our goal is for you to be highly successful in your job so that our students can be highly successful as well. This handbook is designed to acquaint you and keep you familiar with the District and provide you with information about working here. The handbook is not all inclusive, and may not address issues resulting from unusual circumstances. It is intended to provide you with a summary of some of the District’s guidelines. It is your responsibility to be familiar with and adhere to District Board Policies (“Board Policies) and/or administrative procedures. If you need clarification regarding a Board policy, Administrative Procedure, or information in this handbook, speak with your supervisor or the HR Manager. If a conflict exists between this handbook and the Board Policies and/or administrative procedures, the policies and procedures shall govern. No employee handbook can anticipate every circumstance or question. After reading the manual, if you have questions, please talk with your immediate supervisor, administrator, or the HR Manager. The need may arise to change the guidelines or Board Policies in the handbook. The District therefore reserves the right to interpret them or to amend, alter or change them without prior notice.

We have tried to cite those instances where we quote Board Policy in whole and in part. This edition replaces all previously issued editions. The language used in this handbook is not intended to constitute a contract of employment, either expressed or implied.

You are expected to read and abide by this handbook and keep it for future reference. This handbook may be distributed electronically or in paper form. If distributed electronically, there will be an acknowledgment question that will signify that you have received a copy of this handbook. If distributed in paper form, the *Acknowledgement of Receipt* that is located on the last page of this handbook is verification that the employee has received a copy of this handbook. In addition to this handbook you are also expected to know and abide by any other applicable board policies, state and federal laws that govern public education.

With this in mind we have divided this Handbook into three (3) sections. They are: (1) Items that are common to all employees, (2) those items that are specific to the certified staff, and (3) those items that are specific to the instructional support or classified staff.

All current Board Policies can be accessed at:

<https://www.fremont25.org/school-board-e1cb4437/board-policies-a8665da3>

or [Board Policies](#)

The Board of Trustees has approved a resolution to: Grant to the Superintendent temporary powers to address the COVID-19 or other similar emergencies including the authority to temporarily waive such Board policies or provisions of Board policies as the Superintendent shall deem necessary to comply with guidance from appropriate health or governmental authorities or necessary for other effective response, and the authority to take any lawful actions necessary to ensure the continuation of public education, to provide for the health and safety of students and employees, or to respond to direction from appropriate health and government authorities.

ITEMS COMMON FOR ALL EMPLOYEES

Employees and authorized substitutes will wear their District-issued ID Badge whenever in District buildings. This is for the continued safety of our students and staff. Visitor badges should also be worn by any visitor or contractor while in school buildings. Employees and substitutes will be provided with a new year sticker to place on their ID badge at the beginning of the school year. It is the responsibility of all staff members to be aware of any unauthorized persons in the district buildings and report those to their immediate supervisor immediately.

Equal Opportunity Employment Statement

The District is an Equal Opportunity Employer. It is the policy of the District to adhere to a policy of equal employment opportunity in all personnel matters. No person shall be subjected to discrimination in regard to employment, retention, promotion, demotion, transfer or dismissal because of or in relation to race, color, national origin, sex, age, disability and religion or any other legally protected basis.

Reasonable accommodation for individuals with disabilities will be made as required by law. If considerations of sex, age or disability have a bona fide relationship to the unique requirements of a particular job or if there are applicable statutory or federal or state regulatory requirements, then sex, age or disability may be taken into account as a bona fide occupational qualification, provided such consideration is consistent with governing law. If you have questions concerning District compliance with state and federal equal opportunity contact your supervisor or the HR Office.

Crisis Management

All employees should strive to know, actively participate in all drills or practices, and follow the established crisis management policies in their assigned buildings. As authority figures, we all

need to be prepared and ready to assist with dealing with the students and co-workers in a safe and appropriate manner.

If an employee sees a potential threat, it is their duty to notify the appropriate people in the Building or District in order to protect our students and staff. When in doubt, err on the side of caution. All employees are responsible for ensuring outer doors are secured when they leave or enter the building.

Details are provided in Board Policy #1830 and the Crisis Plans in place in each building.

Work Assignment and Transfer

The ultimate goal of all work assignments and transfers for District Personnel shall be the improvement of the educational program. The needs of the District and its students shall receive primary consideration in assigning or transferring employees. Work Assignments and transfer of personnel shall be at the discretion of the Superintendent. (Please see Board Policy #5355 for the complete text of this item).

Staff and Student Relations:

It is the responsibility of all staff to be familiar and abide by the rules and practices detailed in Board Policies. These policies are in place to protect the staff and students from possible mis-interpretations due to not adhering to any policy in its entirety and at all times. All staff are expected to remember that the adult is *always* the adult and the students are *always* the students and maintaining professional boundaries is expected at all times by all employees.

Staff Conduct

- **Alcohol And Drugs**

In order to protect the health, welfare and morals of students, it is the policy of this District that no employee shall be allowed on the school premises and while on said school premises:

- Have in his/ her possession any alcoholic beverage, drug, or any other controlled substance prohibited by the Controlled Substances Act of 1971;
- Be under the influence of any alcohol, drug, or any substance prohibited by the Controlled Substances Act of 1971, ;
- Possess, dispense or in any way transfer possession of an alcoholic beverage, drug, or any substance prohibited by the Controlled Substances Act of 1971.
- Such restrictions as are stipulated hereinabove shall also apply to employees while responsible for the supervision of students at school District functions or on District trip
- Purchase, possession and use of certain controlled substances have been legalized in adjoining states. The purchase, possession or use of the substances in question is still illegal under both Federal Law and laws of the State of Wyoming.

Some trace elements from use of the substances can still be detected in blood and urine tests for a period of days to weeks after use. Traces of the controlled substance are sufficient to constitute violation of this section of the handbook. A positive test result indicating the presence of the substance could subject the employee in question to discipline up to and including dismissal, termination or discharge as the Board may deem appropriate

- **Violations**

Violations of such above stated restrictions by an employee(s) of the District or unprofessional contact between an employee(s) and students which could be construed to be a breach of moral or ethical conduct may result in immediate suspension and/or dismissal, or such other disciplinary action (including non-renewal) as the Board may determine appropriate.

- **Expectations of All Staff**

The relationships between the District's staff and students must be one of cooperation, understanding and mutual respect. For purposes of this policy, staff includes any employee, including administrators, certified staff, classified staff and substitutes or other temporary workers.

Staff members have a responsibility to maintain an atmosphere conducive to learning. Staff members should be professional at all times in their relationships toward other staff members, students, and other adult members of the community.

All staff members have an ethical responsibility to model appropriate dress, manners, and behavior on school property and while performing school duties. Staff members are responsible for maintaining student discipline and adhering to the details of this policy and other Board policies, at all times. Employees are expected to know and adhere to the District's adopted Code of Conduct, Employee Handbook and other District policies.

Staff members are discouraged from creating personal social networking sites to which they "friend" students and from using personal cell phones to interact with students or parents.

When posting to social media sites, employees should be aware of the effect their actions may have on their image, as well as the District's image. The information that employees post or publish may be public information for a long time and the employee will be held accountable for adverse information.

All school District employees shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication.

Although it is desirable that staff members have a sincere interest in students as individuals, partiality and impropriety are prohibited.

Staff members shall; at all times, maintain a professional demeanor in their relationships with students, both inside and outside of the school environment.

Inappropriate informal and/or social involvement with individual students should be avoided regardless of whether the student may have “consented” to such conduct. Such conduct is not compatible with professional ethics. At school or school related activities, students shall be expected to address staff members in an appropriate manner that the staff member endorses (i.e. by last name only, by abbreviated Mr. X).

All employees, regardless of their position, are expected to comply with all Board Policies (current or as amended), and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

In addition, in an effort to maintain the safety and security of our students, it is a responsibility of each staff member to make it known to their supervisor, building administrator or HR Manager if they have witnessed or believe that a fellow employee has displayed prohibited conduct.

Further, all employees of this District:

- are expected 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 administrators; and,
- to do so without regard to race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social, economic, cultural background, sexual orientation, or gender identity, all employees shall fairly:
 - Include any student in participation in any program;
 - Provide benefits to any student;
 - Grant advantages to every student;
 - Shall not use professional relationships with students for private advantage; and,
 - shall not disclose information about students except in accordance with District policies; and,
 - 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.
- 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.

- Nor will employees 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.

Supervisors shall not evaluate an employee when there is a conflict of interest. At no time may any administrator be directly responsible for the evaluation of an employee related to him/her (parent, spouse, child, brother or sister of employee, or other relative the supervisor believes there may be a conflict of interest with), with the exception of temporary employment, for example, substitute teachers.

Ethical Conduct

This statement of standards for ethical conduct is designed to inspire a quality of behavior that reflects honor and dignity on all employees. Teachers, administrators, staff, substitutes, volunteers, and school board members must recognize the magnitude of the responsibility inherent in the education process.

All employees shall help each student recognize his or her potential as a worthy member of society. These individuals will provide an environment that stimulates the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

An effective educational environment requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, it is the desire of the District that the Board of Trustees and all staff members maintain consistently high standards in their relationships with students, families, colleagues, and community members, and act as role models in the performance of their professional duties on and off school premises. The District employee is *always* the adult and the student is *always* the student; regardless of the location. The employee needs to practice responsible citizenship regardless of their location.

All employees are expected to adhere to Board Policies and practices, applicable state and federal law, and the Professional Teaching Standards Board's Professional Code of Conduct.

Drug and Alcohol Free Workplace

Purpose:

It is a violation of Fremont County School District No. 25 policy for any employee to unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any narcotic drug, amphetamine, hallucinogenic drug, barbiturate, marijuana or any other controlled substance, as defined in 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 1200.11 through 1300.15. There will be no usage of alcohol whatsoever by adults or students on or in the workplace.

“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; off

school property during any school sponsored or school approved activity, event or function, where students are under the jurisdiction of the school district.

The objective of this Policy is to develop a drug and alcohol-free workplace which will help ensure a safe and productive workplace and to provide education and guidance to our employees. In order to further this objective, the following rules regarding alcohol and illegal drugs in the workplace have been established.

Policy:

It is a condition of continued employment of all personnel that they shall comply with the above policy of the school district and will notify their supervisor of their conviction of any criminal drug statute or alcohol conviction occurring in the workplace. Such notification shall be no later than five (5) days after such conviction.

Within ten (10) days after receiving notification of a conviction specific to a criminal drug statute from an employee or otherwise receiving actual notice of such conviction the District will notify the granting agency.

The District will, within thirty (30) days of receiving notice of an employee's conviction, take appropriate personnel action against such an employee; i.e., up to and including termination; or requiring such employee to participate satisfactorily in a drug abuse rehabilitation program.

The principal/supervisor at the building level is responsible to communicate to staff the District's Drug Free Workplace Policy including the dangers of drug abuse in the workplace, and the availability of the District's employee assistance program and other rehabilitation programs. (Please refer to Policy # 1800 for the complete text of this policy.)

Tobacco and Cigarette-type Free Schools

All School District buildings and properties are declared tobacco-free. This includes the use of electronic devices. Board Policy # 5200 prohibits smoking, the possession or use of tobacco products and electronic cigarette-type products by staff on school District property; this shall include school buildings, other District buildings, grounds and school-owned vehicles. See Board Policies #1810, 5200, and 5040 for additional details.

Staff Dress Code and Policy

As professionals in our schools, we realize and value the public's perception of our roles as mentors and models for students. Therefore, the dress code will apply to all staff throughout the school District. It is to be applied for all the days students are present, and for parent-teacher conferences and parent night activities. Clothes should maintain a professional and appropriate appearance and be neat, clean, and in good repair.

The School principal/supervisor has the discretion of determining what constitutes questionable or acceptable clothing or appearance.

School District staff members who do not, in the judgment of the principal/supervisor, reasonably conform to professional appearance expectations shall receive a notice from their principal/ supervisor. Repeated violations or refusal to comply with the directions of the principal/ supervisor by an employee may result in disciplinary action up to and including termination. Building administrators and supervisors are empowered to interpret what they believe is appropriate regarding piercings and tattoos. The building administrators may, at their discretion, request that the employee immediately change their attire. Time away from work for this purpose may be unpaid time for hourly employees.

Exceptions may be made by the building administrator/supervisor during “theme days” that the students and staff are encouraged to participate in (i.e. pay to wear a hat day, pajama day, favorite sports team day, etc.)

Policy #5210

Background Report Requirements

In accordance with Wyoming Statute §7-19-106 (k) (1977), as amended, and as a condition of employment, any employee initially hired after July 1, 1996, who may have access to minors shall be required to submit to fingerprinting for the purpose of the School District obtaining criminal history record information regarding the prospective employee. In addition, such employees shall provide such other information regarding criminal history as requested by the School District in such form as may be required by Board policy or state law. Fingerprinting and criminal history record information inquiries shall be conducted according to procedures established by the Superintendent of the School District, or his/her designee, and in compliance with applicable state and federal law. Any fees associated with fingerprinting or requests for criminal background information are detailed in Board Policy and Administrative Procedures #5048.

New Certified, classified staff, substitute teachers, coaching staff, student teachers, and volunteers are all covered under this policy. Detailed requirements for each classification are provided in Board Policy #5048.

The details of how this District will use, store and destroy background reports received are listed in Board Personnel Records Policy # 5020.

Blood borne Pathogens **Universal Precautions**

For the protection of all District students, families, employees, and visitors, the blood and body fluids of all people is to be considered potentially infectious. District employees will practice Universal Precautions, the standard for protection for protecting oneself and others from the

exposure to blood and other body fluids, and will utilize the most current recommendations by the Centers for Disease Control in the management of blood borne pathogens.

In accordance with the OSHA Bloodborne Pathogens Standards, 29 CFR § 1910.1030, the District has developed an Emergency Medical Bloodborne Pathogens Exposure Plan. The purpose of the exposure plans is to: 1) eliminate or minimize employee occupational exposure to blood or certain other body fluids; and 2) comply with OSHA Bloodborne Standards.

The Universal Biohazard Symbol will be used to label containers or regulated waste.

Compliance involves use of Universal Precautions to prevent contact with blood or other potentially infectious materials. These precautions include engineering and workplace controls, housekeeping and waste disposal procedures, personal protective equipment, and readily accessible hand washing facilities. Nurses and supervisors are responsible for reviewing the effectiveness of the control on an annual basis.

The exposure determination list of employees who may incur occupational exposure to blood or other potentially infectious material include: 1) nurses, 2) teachers and educational assistants-multiple handicapped rooms, 3) teachers and assistants-behavior resource rooms, 4) laundry workers, 5) kitchen personnel, 6) athletic trainers, 7) identified custodians, 8) identified elementary secretaries. Other employees may be identified as well.

Building or student specific training is handled in each building by the assigned school nurse.

Additional training may be required via the Public School Works training module on a periodic basis.

Employees are responsible to follow all established safety and health protocols in place at any point in time.

Employees who disregard safety practices will be held accountable for violations. An employee violating safety regulations by actions which are obviously unhealthful or unsafe may be subject to disciplinary action up to and including immediate termination.

Hepatitis vaccinations are available under the "wellness" benefit for employees covered by our insurance with BC/BS. See Board Policy #5110 for details on this process. There are other immunizations available and reimbursable via the wellness plan.

Confidentiality of Information Provided or Encountered in the Workplace

District Employees are required to maintain confidentiality at all times. Nothing should be discussed or shared with others that are not directly involved with the student and/or staff member and should never be discussed outside the school setting. This includes, but is not limited to, information concerning a student, household, parent or guardian, sex offender status of a visitor and any confidential information available due to the nature of our job in the district.

Student Information Confidentiality (FERPA)

All district employees and substitutes are unconditionally required to maintain strict confidentiality of student information in accordance with the Family Educational Rights and Privacy Act (FERPA). FERPA is a federal privacy law that gives parents certain protections with regard to their children's education records, such as report cards, transcripts, disciplinary records, contact and family information, and class schedules. Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to specific parties (34 CFR § 99.31). The building principal, Assistant Superintendent, or Superintendent are the only parties that can determine if non-directory student information can be shared.

Anti-Nepotism

Fremont County School District No.25 permits the hiring within the community of individuals of the same family or those who have a personal relationship under certain circumstances. However, hiring within the same department normally is prohibited for individuals of the same family, or for those who share a household, or those who have a personal relationship.

No employee may initiate or participate in, directly or indirectly, decisions involving a direct benefit, e.g., initial hire or rehire, promotion, salary, performance appraisals, work assignments or other working conditions to those related by blood or marriage, membership in the same household, including domestic partners, or persons with whom employees have an intimate relationship.

Conflict of interest may also exist when there is a consensual romantic or sexual relations in the context of employment supervision or evaluation. Therefore, no supervisor may influence, directly or indirectly: salary, promotion, performance appraisals, work assignments or other working conditions for an employee with whom such a relationship exists. Supervisors involved in a consensual romantic or sexual relationship, in the context of supervision, must discuss the matter on a confidential basis with their own supervisor, the HR Manager, or Superintendent to assess the implications for the workplace and make arrangements to ensure that the employment-related decisions are made in an appropriate and unbiased setting.

All employees are responsible to raise potential issues to the attention of their supervisor, the Superintendent, or the District's HR Manager.

See Board Policy and Administrative Regulation #5006 for full policy

Evaluations

All employees are to receive an annual evaluation of their total performance of duties and assignments under procedures as are, or may be, established by the Superintendent or his/her designee, and approved by the Board. Policy and Administrative Procedure #5015 states: A formative and summative evaluation of administrators shall be done at least once each year. A

formative evaluation shall be done by the Superintendent or designated Assistant Superintendents in their areas of responsibility. A summative evaluation shall be done by the Superintendent.

Teachers who have not yet attained continuing contract status shall be evaluated a minimum of two times per school year; one evaluation may be narrative, one of the evaluations must be a formal evaluation and follow the guidelines of evaluation as described in the current Teacher Evaluation format adopted by the Board. Continuing contract teachers shall be evaluated at least one time per contract year. Additional, informal evaluations may be called for throughout the year based on the evaluator's observations of a teacher's performance.

Evaluation of classified employees shall be conducted at least once each school year by the immediate supervisor of each such employee. Personnel with multi-building assignments shall be evaluated jointly by their respective supervisors in accordance with Board Policy #5015. When an employee reports to more than one supervisor (i.e. food service and custodial), the principals or department supervisors will discuss the content of the evaluation, and one supervisor will conduct the evaluation discussion with the employee and attain their signature.

Family Medical Leave Act

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 up to 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 covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

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 healthcare 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

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."

DEFINITIONS

1. "Covered Active Duty" means:

A. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

B. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of Title 10.

2. "Covered service member" means:

A. 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; or

B. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

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, with respect to an individual, 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

Federal Law indicates: To be eligible for leave under FMLA 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.

Effective with the 2022-23 school year, Fremont County School District #25 will define an eligible employee as: a regular employee that has completed one continuous 12-month period of work for this district as of the date the leave is to start. For example, an employee’s first day of work was August 22, 2022, they are eligible to apply for FMLA leave for an incident that occurs after August 23, 2023.

Definition of Regular Employee: an employee that has received an official teacher, professional service provider, administrator, licensed provider contract; or an hourly employee that has received a Notice of Assignment from the HR office for the current school/fiscal year.

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 up to 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, the employee desires to take leave for a period up to twelve (12) weeks and the employee has available six (6) weeks of accrued 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 accrued 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; or (2) twelve 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 up to 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 paraprofessional), 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.
5. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. The term includes teachers, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides who do not have as their principal jobs, actual teaching or instruction.

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 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.

In any case in which the necessity for leave under the section entitled "Service member family Leave" is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the employer as is reasonable and practicable.

SCHOOL DISTRICT RESPONSE: ELIGIBILITY NOTICE AND RIGHTS AND RESPONSIBILITY NOTICE

The District shall notify the employee of potential eligibility within 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 5 business days after the employee requests leave. The District must give the employee at least 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 recertification.

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 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 30 days in connection with the employee's absence. If the original certification indicated that the condition will last more than 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. -

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.

Failure of a certified, or otherwise, contracted employee to return to work at the end of the FMLA time period, may result in the Superintendent declaring a breach of contract by the employee. This will be dependent upon the reason that the employee is not able to return to work and the anticipated length of time before he/she can return to work.

Return to Work

Employees on FMLA (with or without pay), Long Term Disability or Workers' Compensation Leave must provide a doctor release to the HR Manager *prior* to returning to work. A copy of their job description is included with all FMLA paperwork and should be shared and discussed with the doctor prior to that doctor releasing the employee to return to work. If there are physical requirements listed on the job description, the release must address which, if any of those, the employee cannot perform upon return to work. If the restrictions may create a "light duty" situation, the employee may not be authorized by the District to return to work until those restrictions are lifted. This is for the employee's protection to ensure that their chances of re-injury are kept to a minimum.

The District intends to help employees return to work as quickly as possible from absences due to work-related injuries, extended sick leave, family leave or medical leave. Assistance may include reasonable accommodations to the original job or temporary reassignment of the employee to an alternate job.

Family Recognition Leave

Family Recognition Leave is available in very specific circumstances concerning bonding with a newborn or the adoption of a child. See Administrative Procedure #5036 Family Recognition Leave for more details.

COBRA Rights and Coverage

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102% of the cost to the plan to retain their insurance coverage during this time.

Contact the district's Insurance Coordinator with any questions on this topic.

Military Leave

Military leave for eligible, regular employees entitlement will be governed by the current Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and Family Medical Leave Act (FMLA) laws.

Military Leave Entitlement is in place for:

1. Periodic Reservist duty
2. Activated Military Service Relief
3. Inducted or Activated Service Member

The employee must make themselves familiar with the requirements for their specific leave needs and follow all applicable Board Policies and Administrative Procedures. See Policy GCCAD for process and details.

Accommodations for Lactating Mothers

Mothers can pump/express milk for their babies in the workplace. They can take reasonable unpaid breaks whenever there's need for up to one year following the birth. A general provision for these breaks is 15 minutes. But, employees are allowed to take as much additional time as they need. Upon request, the building administrator or direct supervisor can arrange a lactation room as needed. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient provided that the space is shielded from view, and free from any intrusion from co-workers and the public. This room will be:

- Separate from bathrooms and meeting rooms
- Shielded from view by the public and coworkers
- Equipped with a comfortable chair and access to electricity
- Cleaned and sanitized regularly

- The room will lock from the inside.

Unless the law provisions differ, lactation breaks are generally unpaid. See Board Policy for details.

Sick Leave

This provision shall apply to leave in all cases where an employee is unable to perform their duties because of a temporary disability, including major surgery, physical or mental illness, injury, pregnancy, or recovery from childbirth OR it is necessary for the employee to take care of an immediate family member who is in the hospital or to provide primary physical care to an immediate family member (immediate family is defined as “an employee’s spouse, parent or child”).

For extended illness of more than 3 consecutive workdays, verification by medical authority may be required.

This provision will be considered as a benefit to all regular employees whose job description identifies sick leave as a fringe benefit of employment.

Certified: Ten (10) days of sick leave shall be credited to each eligible *certified* employee at the commencement of the school term which may be used as needed or accumulated if not used. Sick leave is allowed to be accumulated at the rate of ten (10) days per year, not to exceed a total of 120 days.

Classified: All eligible *classified* employees working on a regular, daily schedule for ten months or less are allowed up to ten (10) days sick leave annually, without loss of pay, accumulative to one hundred twenty (120) days. Hourly employees will be paid sick leave in accordance with their assigned hours and days accrued (i.e. employee is assigned to work 4 hours per day, he/she will be paid for 4 hours on days that they call in sick or utilize personal leave). All classified employees working on a regular, daily schedule for more than ten months are allowed twelve (12) days sick leave annually, without loss of pay, accumulative to a total of one hundred twenty (120) days. Sick leave is accrued at the rate of one day per month worked. If an employee’s employment is terminated and they have used more sick days than accrued, their final paycheck will reflect that appropriately.

Employees hired after November 1st, will receive a prorated amount of sick leave days based on the remainder of the contract or notice of assignment anticipated number of work days (i.e. if hired on January 4th, will receive 5 sick days for use in the remainder of the current school or contract year). Accrual of sick leave days will consist of the same number of hours per day the employee normally works and will accumulate in that manner (i.e. employee is scheduled to work 5 hours per day, they will accrue 5 hours per day of sick leave up to the maximum allowed). Part-time certified employees shall be allowed a prorated number of sick leave days and accumulation.

Classified employees working on a regular, daily schedule for more than ten months are allowed twelve (12) days sick leave annually, without loss of pay, accumulative to a total of one hundred twenty (120) days.

Additional documentation may be required for the employee to qualify for payment under this provision. Please refer to Board Policy #5027 for the complete text of sick leave and its limitations.

Sick leave is accrued at the rate of one day per month worked. If an employee's employment is terminated and they have used more sick days than accrued, their final paycheck will reflect that appropriately.

Sick Leave Bank

Fremont County School District #25 shall maintain a sick leave bank as a benefit to all regular (non-temporary) employees whose job definition has sick leave identified as a fringe benefit are eligible for the Sick Leave Bank. Eligible employees generally are those with contracts or Notices of Assignment in place. The purpose of the sick leave bank is to provide extended support to qualified employees for catastrophic illness or injury that meet the sick leave use requirements as set forth in the Fremont County School District #25 Sick Leave Policy # 5027 and Family Medical Leave Act Policy GCCAB.

Upon the depletion of an employee's accrued leave provided by the District, to include sick leave, personal leave and vacation, a school district employee may make application for up to an additional 35 days to the Sick Leave Bank per year (beginning July 1 of each year) which will be reevaluated during each payroll cycle. The number of days requested cannot extend past the current fiscal year except for 12 month employees. Any requests for additional days that are rejected by the Board may be appealed to the District Superintendent. A completed application requesting a specific number of days shall be submitted on a form supplied by the Sick Leave Board and shall include enough information to allow the Board to determine eligibility. Additional documentation to support a request for sick leave should be attached to the application submitted to the Board for their review. Days requested must conform to the District Sick Leave Policy #5028 and Family Medical Leave Act Policy # GCCAB.

The sick leave bank board will consider the rules of eligibility of the Family Medical Leave Act as well as the Board of Trustees adopted "one year of full employment with the district" rule to be considered eligible for the Sick Leave Bank. A full year is defined as their first day worked to the first date of leave being requested.

Starting with the second year of employment, an employee may participate in the bank with a donation of two days of their accumulated sick leave. For all subsequent years, the employee must donate at least two days of their accumulated sick leave to the Bank per year to be eligible to participate. Employees that have not completed full year of work for this district are not eligible to participate in the Sick Leave Bank.

After the initial donation by a participating employee, subsequent years will be considered to be an automatic donation each following year until the employee officially withdraws his/her participation. In the fall of each year, a notice will be provided via building announcements that any staff member can change their current election by signing and returning the appropriate form indicating that information to the payroll department by the specified deadline.

The District's sick leave bank shall be administered as detailed in Board Policy #5028.

The sick leave bank board may request additional information at any time to review a member's request, review current use of days from the bank or consider a request to extend the number of days from the bank.

Days donated/contributed to the sick leave bank shall become the property of the sick leave bank and are no longer part of a member's current or accumulated sick leave. If a member does not need/use all the days granted from the sick leave bank, those days shall be returned to the sick leave bank.

Under rare and unusual circumstances, the Sick Leave Bank Board may consider an application for up to an additional 35 days of leave if supported and approved by the Superintendent. If additional days are to be requested, the employee will submit a **Request for Additional Sick Leave Days Under the Appeal Process** form to the Payroll Clerk in the payroll cycle affected. This form is available on the Board Policies link on the district website and requires information from the healthcare provider that the Superintendent will use to make a determination on the sick leave bank appeal request.

See Board Policy #5028 and Administrative Procedure #5028 for additional information.

Sick Leave Buy Back

Refer to Board Policies #5765 and 5405 for details on accrued, but unused, sick leave day buy back pay at end of employment.

Bereavement Leave

In the event of a death in the family of a regularly employed member of the staff, said staff member shall be entitled to be absent without loss of pay for a maximum period of the number of work days as set out below beyond the time of death for the purpose of attendance at the last burial rites and mourning the loss of such family member(s).

Employee will be eligible for Bereavement Leave as indicated below:

1. Immediate Family -- Not to exceed ten (10) days. "Immediate family" is defined as including only such employee's spouse, child, parent of either spouse, sibling, sister-in-law, brother-in-law, step-parents, step-children, step-siblings, grandparents or grandchild. Associated legal adoptive and foster relationships apply.

2. Other Family Members -- Not to exceed three (3) days.
3. Close Personal Friend or Fellow staff member-- Time necessary to attend funeral which occurs in the locale of the District. Such time as may be allowed is subject to approval at the sole discretion of the Superintendent or his/ her designee.

Should circumstances arise which require an employee to request additional time off over the days allowed, the Superintendent may extend bereavement leave as he/she deems necessary. Circumstances affecting such extensions will be reported to the Board in detail.

A "Request for Bereavement Leave" form will be required by the Payroll office in order for the employee to be paid; this must be submitted in the pay cycle that this absence has or will take place in. This form is a part of the Bereavement Leave Policy #5029. It will need to be signed by the employee signifying the number of days requested and relationship to the deceased; and will also need to be signed by the supervisor/administrator. Bereavement absences will be entered by the employee into the absence tracking program in a timely manner.

Personal Leave

All new, eligible staff shall be granted two (2) days without loss of pay to conduct personal business that demands the individual's presence at times when school is in session. Personal days are prorated for partial years due to mid-year hiring. Staff is requested to apply for personal leave at least five (5) working days in advance, except in an emergency situation in which case the request may be completed within twenty-four (24) hours of the staff members returning to work.

Personal leave shall not normally be granted during: the first or last week of school; the day before or after a school holiday or vacation period. Other restrictions may apply to personal leave based on seasonal and/or building requirements. Personal leave is at the discretion of the immediate supervisor or administrator.

Employees who have 30 or more days of accumulated sick leave can declare up to two sick leave days to be used as additional personal leave days above and beyond what this policy provides. These two days carry all the provisions of personal leave as set forth in this policy and can be used after the regular provision for personal leave days are used.

Should an employee *not* utilize their two Personal days by the end of an assigned year, they will be paid for unused personal days in their final pay check for that fiscal year. This payment is capped at four (4) personal days per fiscal year. The pay rate is detailed in Board Policies #5425 for Certified staff and #5795 for Classified Staff.

Personal leave is non-cumulative and accumulated years of service for personal leave is voided with a break in employment. Nothing in this document is to be construed as to imply a provision for a year to year accumulation of personal leave or continuing employment.

When you are Ill

Employees are expected to stay at home for their own good and that of their fellow employees when they are ill. Employees are encouraged to utilize their district-provided sick leave and sick leave bank days for this purpose; this is specifically why those leave days are provided to you.

Remote Work Arrangements

As of September 2022, remote work agreements will only be honored in rare and unusual circumstances and must be pre-approved by the Superintendent, Student Services Director, Assistant Superintendent or HR Manager.

Jury Duty

The district encourages you to fulfill your right and duty as a citizen when you are called for jury duty. Time off will be granted for the duration of your jury duty. Please provide your jury duty summons to your supervisor as soon as possible so that proper arrangements can be made to cover your absence. You will receive your full salary for time spent on jury duty. You will also be eligible for employee benefits as if you were actively employed during the full course of your jury duty. Employees must reimburse the District with any daily amounts earned for jury duty service, but the employee may retain any mileage reimbursement received. (Board Policy #5445)

Time off to Vote

Employees will be given up to two hours off when necessary to vote in federal, local, or state elections. If you believe that you will not have sufficient time outside of work hours to vote, please notify your manager or the HR department at least 48 hours prior to election day.

Blood Borne Pathogens

Universal Precautions

For the protection of all District students, families, employees, and visitors, the blood and body fluids of all people is to be considered potentially infectious. District employees will practice Universal Precautions, the standard for protection for protecting oneself and others from the exposure to blood and other body fluids, and will utilize the most current recommendations by the Centers for Disease Control in the management of blood borne pathogens.

In accordance with the OSHA Bloodborne Pathogens Standards, 29 CFR § 1910.1030, the District has developed an Emergency Medical Bloodborne Pathogens Exposure Plan. The purpose of the exposure plans is to: 1) eliminate or minimize employee occupational exposure to blood or certain other body fluids; and 2) comply with OSHA Bloodborne Standards.

The Universal Biohazard Symbol will be used to label containers or regulated waste.

Compliance involves use of Universal Precautions to prevent contact with blood or other potentially infectious materials. These precautions include engineering and workplace controls, housekeeping and waste disposal procedures, personal protective equipment, and readily accessible hand washing facilities. Nurses and supervisors are responsible for reviewing the effectiveness of the control on an annual basis.

The exposure determination list of employees who may incur occupational exposure to blood or other potentially infectious material includes: 1) nurses, 2) teachers and educational assistants-multiple handicapped rooms, 3) teachers and assistants-behavior resource rooms, 4) laundry workers, 5) kitchen personnel, 6) athletic trainers, 7) identified custodians, 8) identified elementary secretaries. Other employees may be identified as well.

Building or student specific training is handled in each building by the assigned school nurse. Additional training may be required via the Public School Works training module on a periodic basis.

Employees are responsible to follow all established safety and health protocols in place at any point in time.

Employees who disregard safety practices will be held accountable for violations. An employee violating safety regulations by actions which are obviously unhealthful or unsafe may be subject to disciplinary action up to and including immediate termination.

Hepatitis vaccinations are available under the "wellness" benefit for employees covered by our insurance with BC/BS. See Board Policy #5110 for details on this process. There are other immunizations available and reimbursable via the wellness plan.

Health and Safety

The District is committed to providing and maintaining a safe and healthful environment for all students and employees. The School District will follow American Public Health Association (APHA) guidelines and Centers for Disease Control (CDC) guidelines, Occupational Safety and Health Administration regulations, Wyoming Department of Health, Wyoming State statutes and current nursing protocols regarding infectious and communicable diseases.

In the event that the physical condition of any employee is found or suspected to have a detrimental effect upon his/ her performance, or the welfare of other District employees or students, a physical examination may be required by the Board and shall be at the expense of the employee.

Any employee whose health or medical condition poses any threat to the health and welfare of the school population may be placed on medical leave for the duration of such time that the employee poses a health risk, irrespective of the employees' ability to otherwise discharge his or her job duties. In the event said employee desires to contest the necessity of a medical leave, the employee may do so through the grievance procedures of the District.

Tuberculosis: Any new hire that is considered to be high-risk personnel shall report any of the following to the HR Manager if they meet any of the criteria below. The District defines high-risk personnel as nurses and other employees that act as backup for nurses. High-risk, for this purpose, is defined as: those that were foreign born in areas that have a high TB incidence or new hires that had an extended stay over a period of years in an endemic country (i.e. Latin America and the Caribbean, Africa, Asia, Eastern Europe and Russia). It will be determined if

these staff members will need to be tested for TB upon initial hiring; the cost will be reimbursable by the District. These staff members may also be required to complete an annual Risk Assessment through Fremont County Health Department prior to August 31 of each year.

Through its overall safety program and various policies pertaining to school personnel, the Board will seek to assure safety of employees during working hours.

The Board will maintain safe working conditions for employees and it will expect employees to follow all the established safety rules and regulations. (Policy #5415)

Fair Labor Standards Act

The Fair Labor Standards Act (FLSA), as amended, governs the payment of minimum and overtime wages to certain employees and the hours and conditions under which minors may be employed.

Unless exempt from the Act, FLSA requires that employees be paid at least the minimum wage and an overtime premium for all hours worked over forty in one workweek. Such employees are called "non-exempt" employees. FLSA recognizes four primary exemptions from the overtime pay requirements: Executive, Administrative, Professional and Outside Sales. Persons who qualify for these exemptions are commonly called "exempt employees."

Line and Staff Relations

All personnel employed by the Board are responsible to their immediate principal or supervisor, with ultimate responsibility to the Superintendent. (See Policy #1750, 1620 and 5005 for chain of command process). Chain of command must be followed at all times in order for the immediate supervisor to address any issues or concerns. If the employee has concerns with their immediate supervisor, they should seek advice from the next level or a building administrator.

Grievances:

Employees shall follow the District's specific grievance procedures as developed by the Superintendent and approved by the Board which include, but are not limited to, the opportunity for grievances to be addressed and resolved at each level of the chain of command from the point of origin, time limitations for the filing and appeal of a grievance, and procedures for the orderly review and appeal of each individual grievance. No reprisal shall be taken against any employee filing a grievance in accordance with this policy and the related procedures, nor shall any record of the proceedings be placed in the employee's personnel file.

Any employee who believes that he or she has been harassed, discriminated against or subject to retaliation by a coworker, supervisor, agent, client, vendor or patron of this district in violation of this policy, or who is aware of such harassment, discrimination or retaliation against others should report those activities as described. The employee is encouraged to

present and discuss the matter to the principal or their supervisor or, if an administrator other than the principal is his/her supervisor, then with the appropriate administrator. Complaints that cannot be resolved at the building level will be escalated to the assigned district Compliance Officer using the current complaint process.

The Board shall take action only on those grievances that fall within the authority of the Board.

For full information refer to Policy # 1620 and related procedures.

Non-Discrimination Statement

Fremont County School District #25 does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.¹ The following people have been designated to handle inquiries regarding the non-discrimination policies:

Name and/or Title: Reggie Miller, Title IX Coordinator

Address: 121 N. 5th West, Riverton, WY 82501

Telephone No.: 307-856-9407

Name and/or Title: Dallas Myers, OCR Coordinator

121 N. 5th West, Riverton, WY 82501

Telephone No.: 307-856-9407

“Fremont County School District No. 25 does not discriminate on the basis of race, color, national origin, sex, age, disability, or religion, or belief in relation to admission or access to, or treatment or employment in its educational programs or activities. Inquiries concerning Title VI, Title IX, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act may be referred to the Superintendent, or his designee, as the person(s) in charge of civil rights. Fremont County School District No.25, 121 North 5th West, Riverton, Wyoming 82501, 307-856-9407; the Wyoming Dept. of Education, Office of Civil Rights Coordinator, 2nd Floor, Hathaway Building, Cheyenne, Wyoming 82002-0050,307-777-5239; or the Office of Civil Rights, Region VIII, U. S. Department of Education, Federal Office Building, Suite 310,1244 Speer Blvd., Denver, Colorado 80204-3582,303-844-5695,TDD 303-844-3417.”

Civil Rights Compliance Officer: Fremont Co. School District #25 designates Dallas Myers whose address is 121 North 5th West, Riverton, WY 82501, phone 307-856-5250 as the District’s Civil Rights Compliance Officer for all civil rights issues, inclusive of disability not covered by the Section 504 Due Process Procedures. The Civil Rights Compliance Officer shall have responsibility to coordinate efforts to comply with and carry out responsibilities under Title II, Title VII, and all other civil rights and discrimination laws, both state and federal. The Compliance Officer shall have responsibility to investigate any complaint communicated to the Compliance Officer alleging noncompliance or alleging any actions that would be prohibited by Section 504 of the Rehabilitation Act, Title II of the Americans with Disabilities Act, all civil rights laws, including both state and federal laws, in any way governing discrimination and/or

harassment based upon a protected class. The District may designate a different person to carry out the duties of the 504 Compliance Officer.

Title IX Coordinator: Fremont Co. School District designates Reggie Miller whose address is: 121 North 5th Street West, Riverton, WY 82501, and phone number is 307-856-6557 as the District's Title IX Coordinator.

The above contact information will be provided in an alternate format upon request. Board Policy #5035 contains detail.

Americans With Disabilities

This District supports and attempts at all times to comply with the provisions of with the Amended Americans with Disabilities Act. See Policy # 5034 for details.

The district will seek to provide reasonable accommodation wherever the need for such is made known to the District and/or the applicant or employee indicates a need for such reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose a threat to the safety of him/herself or others. Any employee that believes they have a disabling condition that affects major life activities and adversely affects their ability to perform the job functions, should contact the HR Manager at Central Office to start the interactive discussions.

Sexual Discrimination/Harassment

Fremont County School District Number 25 is committed to a safe and civil educational environment for all students, employees, volunteers, and patrons free from sexual harassment and discrimination. Sexual harassment is a form of sexual discrimination which violates Section 703 of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, 42 U.S.C. § 2000e, et seq. and the Educational Amendments of 1972 (Title IX), as amended, 20 U.S.C. § 1681, et seq.¹ This policy shall apply to all students, employees, and volunteers of the District.

Prohibition of Sexual Discrimination/Harassment. District prohibits any discrimination on the basis of sex in its education programs or any activity that it operates, including in employment, and it is required by Title IX not to discriminate in such a manner.

Title IX Coordinator. The District's Title IX Coordinator is designated as Reggie Miller, who is authorized to oversee compliance with all aspects of the District's Sexual Discrimination/Harassment Policy. Inquiries about the application of Title IX to District may be referred to: 1) the Title IX Coordinator, who may be reached at the Riverton High School Career

¹ This policy is written in compliance with Title IX and 34 C.F.R. 106. In the event of any ambiguity, this policy should be interpreted in conformity with Title IX and 34 C.F.R. 106.

Center, 121 North 5th West Riverton, WY 82501, 307-856-9491; or 2) the Assistant Secretary, Office of Civil Rights, 1244 Speer Blvd., Suite 310, Denver, CO 80204-3582, (303) 844-5695, OCR.Denver@ed.gov.² See Board Policy ACA and AC-R details on the complaint process and guidelines.

The contact information for the Title IX Coordinator is available on the District's website, which may be found at: <https://www.fremont25.org/>.

I. **DEFINITIONS**

- A. ***Actual Knowledge*** means notice of sexual harassment or allegations of sexual harassment to: 1) the Title IX Coordinator; 2) any school employee; or 3) any District official who has authority to institute corrective measures on behalf of the District. This standard is not met when the only employee or official with actual knowledge is the respondent.
- B. ***Complainant*** means an individual who is alleged to be a victim of conduct that could constitute sexual harassment.
- C. ***Deliberate Indifference*** means failure to respond to discrimination based on sex reasonably in light of known circumstances.
- D. ***Education Program or Activity*** includes location, events, or circumstances over which the District exercises substantial control over both the respondent and the context in which the sexual harassment occurs, including but not limited to on school premises, a school bus or other school related vehicle, a school bus stop, an activity or event sponsored by a school, whether or not it is held on school premises, and any other program or function where the school is responsible for the student.
- E. ***Formal Complaint*** means a document filed by a Complainant or their parent/guardian or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the District's education program or activity. The phrase "documentation filed by a Complainant" means a document or electronic submission (such as email or through (portal)) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the formal complaint.
- F. ***Respondent*** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- G. ***Retaliation*** means intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination

² Previously, the District was required to notify students and employees of the Title IX Coordinator's contact information. Now the District must also notify applicants for employment, parents or legal guardians of elementary and secondary students of the name or title, official address, email address, and telephone number of the Title IX Coordinator.

or sexual harassment, but arise out of the same facts or circumstance as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX.

H. **School Official** means a building level administrator (principal or assistant principal) or a central office administrator.

I. **Sexual Harassment** means conduct on the basis of sex that satisfies one or more of the following:

- a. A District employee conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program; or
- c. "Sexual assault" (as defined by the Clery Act), "dating violence", "domestic violence", or "stalking" (as defined in the Violence Against Women Act), as set forth below³:

- i. "Sexual assault" means an offense classified as a forcible or non-forcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation as follows³:

- 1) *Sex Offenses, Forcible*—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

- *Forcible Rape*—(Except Statutory Rape) The carnal knowledge of a person, forcibly and/or against that person's will or not forcibly or against the person's will in instances where the victim is incapable of giving consent because of his/her temporary or permanent mental or physical incapacity.
- *Forcible Sodomy*—Oral or anal sexual intercourse with another person, forcibly and/or against that person's will or not forcibly or against the person's will in instances where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.
- *Sexual Assault With An Object*—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will or not forcibly or

³ National Incident Based Reporting System/Uniform Crime Reporting Program/United States Department of Justice/Federal Bureau of Investigation, *available at*, <https://ucr.fbi.gov/nibrs/2012/resources/nibrs-offense-definitions>. 20 USCA Section 1092(f)(6)(A)(v).

against the person's will in instances where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.

- *Forcible Fondling*—The touching of the private body parts of another person for the purpose of sexual gratification, forcibly and/or against that person's will or not forcibly or against the person's will in instances where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.

2) *Sex Offenses, Nonforcible*—(Except Prostitution Offenses) Unlawful, nonforcible sexual intercourse.

- *Incest*—Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- *Statutory Rape*—Nonforcible sexual intercourse with a person who is under the statutory age of consent.

ii. *Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.⁴

iii. *Dating violence* means violence committed by a person—

- 1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship.
 - (ii) The type of relationship.
 - (iii) The frequency of interaction between the persons involved in the relationship.⁵

⁴ 34 U.S.C.A. . § 12291 (a)(8)

⁵ 34 U.S.C.A. § 12291 (a)(10)

- iv. *Stalking* means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
 - 1) fear for his or her safety or the safety of others; or
 - 2) suffer substantial emotional distress.⁶⁶

J. **Supportive Measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

II. **GRIEVANCE PROCEDURES**

A. **Reporting Allegations of Sexual Harassment**

Any person may report sexual harassment, regardless of whether the person is the alleged victim of the reported conduct.

1. To Whom:

- a. A School Official, teacher or other District employee may receive oral or written reports of sexual harassment at the building level. Any teacher or employee who receives a report of sexual harassment under this policy shall immediately inform a School Official.
- b. Any teacher or employee who observes or has knowledge that a student is the victim of sexual harassment shall report to a School Official.
- c. If the complaint involves a School Official, the report may be made directly to the District’s Title IX Coordinator.
- d. Complaints may also be directed to the District’s Title IX Coordinator

⁶⁶ 34 U.S.C.A. § 12291 (a)(30)

in person, by mail, by telephone, at the Riverton High School Career Center, 121 North 5th West Riverton, WY 82501, phone (307-856-9491. Such report may be made at any time (including non-business hours) by using the Title IX Coordinator's 307-851-1545 or rmiller@fremont25.org.

- e. Individuals experiencing sexual harassment or discrimination also always have the right to file a formal grievance with the Office of Civil Rights, 1244 Speer Blvd., Suite 310, Denver, CO 80204-3582, (303) 844-5695, OCR.Denver@ed.gov.
2. An anonymous report may be made by utilizing the Safe to Tell link on the District's website which can be located at: <https://www.fremont25.org/>.
3. Complaint. A complainant or their parent/guardian may file a formal complaint with the Title IX Coordinator as outlined above. A third party may not file a formal complaint, however, the Title IX Coordinator may also sign a formal complaint, triggering an investigation. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy.
4. Anonymity. Irrespective of whether a report of sexual harassment is anonymous or the reporter does not wish for their name to be shared, or does not wish for an investigation to take place, the District is deemed to have actual knowledge of sexual harassment or allegations of sexual harassment in an education program or activity and must respond promptly. On the other hand, if District cannot identify any of the parties involved in the alleged sexual harassment based on the anonymous report, then a response that is not clearly unreasonable under light of these known circumstances will differ from a response under circumstances where District knows the identity of the parties involved in the alleged harassment, and District may not be able to meet its obligation to, for instance, offer supportive measures to the unknown complainant.

B. District's Response

1. General Response:

District will investigate Formal Complaints alleging sexual harassment in a prompt, thorough, and impartial manner that is not deliberately indifferent, and shall take disciplinary action against any student or school personnel found to have violated this policy. The District is committed to providing a balanced and fair process to resolve complaints of sexual harassment so that everyone – complainants, respondents, and the entire school community – is treated in a non-discriminatory manner.

In this regard, District shall:

- a. **Offer supportive measures** to a complainant and follow the Grievance Procedure as set forth in this policy before imposing any disciplinary consequences or sanctions on the respondent.
- b. **Require an objective evaluation of all available evidence**, both inculpatory and exculpatory, and prohibit credibility determinations based on a party's status as complainant, respondent, or witness.
- c. Require that any person designated as a Title IX Coordinator, investigator, decision-maker, or any person designated to facilitate an informal process **not have a conflict of interest** against complainants and respondents generally or against the particular complainant and respondent. The District shall be solely responsible for designating the Title IX Coordinator, investigators, decision-makers, and any person designated to facilitate an informal process.
- d. Require that throughout the investigation and until a determination has been made at the conclusion of the grievance process, **it shall be presumed that the respondent is not responsible for the alleged conduct.**
- e. **Conclude the grievance process in a reasonably prompt time frame**, absent extenuating circumstances based on good cause (e.g., law enforcement involvement, absence of a party, witness, or advisor, the need for language assistance or accommodation of disabilities) with written explanation to both parties explaining the reason for delay.

2. Title IX Coordinator Initial Response:

Upon receipt of a report of sexual harassment, the Title IX Coordinator will promptly contact the complainant (alleged victim) to: a) discuss the availability of supportive measures; b) consider the complainant's wishes with respect to supportive measures; c) inform the complainant of the availability of supportive measures with or without filing a formal complaint; and, d) explain the process for filing a formal complaint.

3. Emergency Removal/Administrative Leave:

- a. *Student Respondent.* A student respondent may be removed from the education program or activity on an emergency basis, provided that the District conducts an individualized safety and risk analysis and determines that emergency removal is necessary in order to protect a student or other individual from an immediate threat to physical health or safety. In such a case, District will provide the respondent with notice and an opportunity to challenge the decision immediately after the removal.
 - i. Emergency removal does not modify any rights under the Individuals with Disabilities Education Act (IDEA), Section 504 of

the Rehabilitation Act of 1973, or the American with Disabilities Act.

- b. *Employee Respondent.* An employee respondent may be immediately placed on administrative leave as provided under District Board Policy and Wyoming law.

C. Formal Complaint Process

1. Written Notice. Upon receipt of a formal complaint, District will provide written notice to all known parties in sufficient time to give the respondent time to prepare a response before an initial interview. Written notice will include:

- a. Notice of the grievance process;
- b. Notice of the allegations in sufficient details (i.e. names of known parties, the conduct alleged to be sexual harassment, and the date and location of the conduct, if known) to allow the respondent to prepare a response;
- c. A statement that the respondent is presumed not responsible for the alleged conduct and that responsibility will be determined at the conclusion of the grievance process;
- d. Notice of the parties' right to have an advisor (who may be, but is not required to be, an attorney) and to inspect and review evidence and provide advice to the party they represent but who will not be allowed to actively participate in the witness interview process nor interrupt nor interfere with the investigator's witness interviews; and
- e. Notice of the provision in this policy that prohibits knowingly making false statements or providing false information in the grievance process.

If, in the course of the investigation, District decides to investigate allegations about the respondent or complainant that were not included in the original written notice, notice of the additional allegations will also be provided in writing to the known parties.

2. Dismissal. District will investigate the allegations in a formal complaint.
 - a. However, the complaint shall be dismissed if the allegations:
 - i. would not constitute sexual harassment as defined in this policy, even if proved;
 - ii. did not occur in District's program or activity; or
 - iii. did not occur against a person in the United States.
 - b. The complaint may be dismissed if:

- i. The complainant notifies the Title IX Coordinator at any time during the investigation that he or she wishes to withdraw the complaint or any allegation in the complaint;
- ii. The respondent's enrollment or employment ends; or
- iii. The specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the complaint or any of the allegations. (i.e.-passage of several years between a formal complaint and the alleged conduct or a complainant ceasing to cooperate with the grievance process).

In the event of dismissal, District may investigate the allegation as a violation of any other applicable code of conduct violation.

3. Consolidation. District may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

4. Investigation

- a. *By Whom*

- i. All reports of sexual harassment, false reporting, or retaliation shall be processed by the Title IX Coordinator.
- ii. An impartial and trained investigator shall conduct the investigation into the allegations and draft an investigative report.

- b. *Burden of Proof*

- i. The burden of proof and gathering of evidence rests on the District, not the parties.
- ii. In its investigation, the District cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional which are made and maintained in connection with treatment to a party, unless the District obtains that party's (or the party's parent's) voluntary, written consent to do so.

- c. *Parties' Rights*

- i. Each party will have an equal opportunity to present witnesses and evidence during the investigation process.

- ii. District does not restrict the ability of either party to discuss the allegations under investigation and to gather and present relevant evidence.
- iii. The parties may have others present during interviews or other related meetings or proceedings, including an advisor of their choice who may but is not required to be an attorney. The advisor's role will be limited to acting as an advisor to the parties; the advisor will not be allowed to participate in the interview, related meeting or proceeding, or otherwise question parties or witnesses, nor will the advisor be allowed to interrupt or interfere with questions asked by the investigator(s).
- iv. A party whose participation is invited or expected will be provided written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time to allow the party to prepare to participate.
- v. Both parties and their advisors, if any, will be provided an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in formal complaint, including evidence on which District does not intend to rely and any exculpatory (evidence that tends to show the respondent did not commit the alleged sexual harassment) or inculpatory (evidence that tends to show the respondent did commit sexual harassment) evidence from any source. This evidence will be provided to the parties at a time as determined by the investigator but prior to the completion of the final investigation report and in time to give the parties at least ten (10) school days to prepare a written response. The investigator will consider each party's written response prior to completing the Investigative Report:

d. *Investigative Report*

- i. The District investigator will prepare a written Investigative Report that fairly summarizes the relevant evidence and provide the report to the parties and their advisors, if any, for their review and written response, at least ten (10) school days prior to a determination of responsibility.

5. Determination regarding responsibility

- a. *Decision-Maker*. Following the investigation process, an impartial decision-maker designated and trained by the District, shall make a determination regarding responsibility. The decision-maker cannot be the investigator or the Title IX Coordinator.

- b. *Questions by Parties.* After the having sent the Investigative Report to the parties, but before reaching a determination regarding responsibility, each party shall have the opportunity to submit written, relevant questions that the party wants asked of another party or witness, provide each party with the answers, and provide for limited follow-up questions. The decision-maker must explain to the party proposing the questions that any decision to exclude a question is not relevant. The decision-maker shall set reasonable deadlines for submission and response to questions.
- c. *Standard of Evidence.* In reaching a determination of responsibility, the decision-maker shall apply the preponderance of evidence standard (“it is more than likely than not that sexual harassment occurred”).
- d. *Written Determination.* The decision-maker shall issue a written determination of responsibility simultaneously to the parties that:
 - i. Identifies the allegations that potentially constitute sexual harassment;
 - ii. Describes the procedural steps taken from receipt of the complaint through the determination;
 - iii. Includes findings of fact supporting the determination;
 - iv. Includes conclusions regarding application of this policy to the facts;
 - v. Includes a statement of, and a rationale for, the result as to each allegation, including
 - 1. a determination of responsibility;
 - 2. any disciplinary sanctions;
 - 3. whether remedies to restore or preserve equal access to District’s education program or activity will be provided to the complainant.
 - vi. Sets forth the procedures and basis for the parties to appeal.

D. Appeal

- 1. Right to Appeal. Each party shall be offered the right to appeal: 1) from a determination regarding responsibility; and 2) from the District’s dismissal of a formal complaint or any allegations contained therein, on the following limited bases:
 - a. Procedural irregularity that affected the outcome of the matter;
 - b. New evidence that was not available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter; and

- c. The Title IX Coordinator, investigator (s), or decision-makers(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

No right to appeal exists with respect to remedies, sanctions, or for any other reason not set forth above.

2. How to Appeal. Within ten (10) school days from the date of the written determination, any party who wishes to file an appeal must provide written notice of appeal to the Title IX Coordinator, who may be reached at the Riverton High School Career Center, 121 Nth 5th West Riverton, WY 82501 or by phone (307) 856-9491.
 - a. The written notice of appeal shall indicate whether the appeal is from a determination of responsibility or dismissal of a complaint and include the bases as set forth above upon which the party is relying for the appeal.
3. District Action on Notice of Appeal. Upon receipt of a written notice of appeal, the Title IX Coordinator will notify the other party in writing that an appeal has been filed. The decision-maker on the appeal will not be the same person as the decision-maker(s) that reached the determination of responsibility or dismissal, the investigators, or the Title IX Coordinator.
4. Parties' Rights. Within ten (10) school days from notification of the other party that an appeal was filed, each party may submit a written statement in support of, or challenging, the outcome.
5. Determination of Appeal. Within ten (10) school days of receipt of the parties' written submissions, the decision-maker will issue a written decision describing the result of the appeal and the rationale for the result.

E. Remedies/Sanctions

1. After a determination of responsibility has been made against a respondent, the Title IX Coordinator shall coordinate implementation of remedial action for the complainant and disciplinary action against the student respondent, under the guidance of the District's policies and procedures. The Superintendent shall be responsible for imposing of disciplinary sanctions against an employee respondent.
2. Remedies for Complainant. The remedies for the complainant will be determined on a case-by-case basis and may include the same actions as described as supporting measures.
3. Disciplinary Sanctions against Respondent
 - a. *Student Respondent*. The range of disciplinary sanctions against a student respondent following a determination of responsibility will

depend on the severity, and, the age level, but can include suspension or expulsion. All discipline taken shall remain at the full discretion of the District and in accordance with District policy, the District's student handbook, and all applicable law.

- b. *Employee Respondent*. Disciplinary sanctions against an employee respondent will be imposed in accordance with District policy and all applicable law. A determination of responsibility against an employee respondent will be considered "good and just cause" for suspension, termination or dismissal.

III. INFORMAL RESOLUTION

A. **Right to Informal Resolution**. After a formal complaint is filed, and at any time prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process such as mediation, that does not involve a full investigation and determination of responsibility, if:

- a. Both parties are provided written notice of:

- i. the allegations;
- ii. the requirements of the informal resolution process, including circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- iii. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

- b. Both parties' provide voluntary written consent to the informal resolution process.

B. **Right to Withdraw**. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

C. **Not Available for Employee Respondent**. Informal resolution is not available to resolve allegations that an employee sexually harassed a student.

IV. RETALIATION

A. **Retaliation Prohibited**. Neither the District nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX and this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

- B. **Confidentiality.** The District is required to keep as confidential the identify of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by law, or to carry out the purposes of this policy, including the conduct of any investigation.
- C. **Complaints of Retaliation.** Complaints alleging retaliation may be filed using the procedures set out in this policy.

V. FALSE ACCUSATIONS OR STATEMENTS

A false accusation of sexual harassment and/or any false statement or providing false information in the grievance process under this policy can have a serious detrimental effect on innocent parties. Any student or employee who is found to have made a knowing, deliberate, or intentional false accusation, statement, report, or formal complaint or who has otherwise provided false information in the grievance process is subject to the disciplinary sanctions outlined above. A determination that a respondent is not responsible for alleged sexual harassment under this policy after investigation does not equate to a false accusation, if the claim is made in good faith.

VI. REPORTS/COMPLAINTS TO LAW ENFORCEMENT AUTHORITIES

Where there is reasonable suspicion that the allegation of sexual harassment involves criminal activity, the appropriate law enforcement agencies will be immediately contacted.

Under certain circumstances, sexual harassment may constitute child abuse or neglect under WYO. STAT. §§ 14-3-201 et seq. as amended. In such situations, the District shall comply with the reporting requirements contained therein.

In the event that law enforcement agencies become involved, the District will complete its investigation and render its written findings in accordance with its policies and procedures and independent of the law enforcement agencies disposition of the case.

VII. TRAINING

Training of Title IX personnel (Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process) will include training on the definition of Sexual Harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process, including appeals and informal resolution processes, and how to serve impartially, including avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

Decision makers and investigators will receive training on the issues of relevance, including how to apply the rape shield protections provided only for Complainants.

District will post materials used to train Title IX personnel on its website, or otherwise make such materials available for members of the public to inspect.

VIII. RECORDS

District will maintain for a period of seven (7) years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, and disciplinary sanction imposed on the respondent, and any remedies provided to the complainant;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.

Contracts or Notices of Assignment

Administrators, Professional Service Providers, and other professionals will be provided with a contract on an annual basis upon approval by the Board. Certified teaching staff will receive an annual contract until they acquire continuing contract status with this district. At that time, their contracts will carry forward year to year upon formal approval of the Board of Trustees on the "Recommendation to Renew" listing as presented to the Board each Spring. Professional Service Providers will be provided with an annual contract. Hourly, or salaried classified staff members will receive a Notice of Assignment each year.

Employees are required to sign and return one copy of either their contract or Notice of Assignment in a timely manner.

Salary Notifications will be provided to returning staff after the Board of Trustees has approved the budget for the upcoming school year. These documents will show the anticipated wage or pay rate as well as District-paid benefits so the employee is aware of their full compensation package. The Salary Notifications are intended as an informational item; actual pay may vary. The Salary Notifications are not to be construed as contractual.

Continuing contract status for certified staff will be granted in accordance with applicable state statute, Board policy, completion of initial contract status, upon the recommendation of the Superintendent, and with Board approval.

Prior service credit for applicable work experience is detailed in Board Policy #5315. The salary advancement process for certified teachers is defined in Board Policy #5335.

Time worked in a temporary position such as substitute or temporary placement will not apply towards years of service.

Reduction in Force

The Board, may put into effect reduction in force (“RIF”) of employees after closely studying and evaluating decreasing enrollments, decreasing or lack of funds, or other events beyond the control of the Board; and, after every effort has been made to avoid this procedure through attrition, retirement, early release compensation, and leaves of absence. The District will make every effort to retain employees; however, the number of employees may, under some circumstances, have to be reduced. See Classified Policy # GDQA and Certified Policy #GCQC; Wyo. Stat. §21 – 7 – 111, (1977) as amended)

Workers’ Safety and Compensation

Employees allowed to be covered by Wyoming Workers’ Safety and Compensation are those working in jobs defined by Wyoming State Statute § 27-14-108(a) (d) (e) as “extra-hazardous occupations”.

Employees covered by Wyoming Workers’ Compensation Insurance include:

1. bus drivers, mechanics, and safety patrol,
2. custodians and maintenance personnel,
3. food service personnel,
4. professional nurses,
5. industrial arts instructors,
6. home economics instructors,
7. warehouse personnel,
8. Public School education assistants who provide services to eligible students while working directly with eligible students.
9. Certified special education teachers and related service providers, as defined by #§ C.F.R., 300.18 and 300.156 and W.S. 21-2-802 and 21-7-303 who provide services to eligible students while working directly with eligible students.

The definition set out above may be amended by the legislature from time to time.

The State of Wyoming “Standard practice” is that people that are substituting or serving temporarily for a covered position, in the same role, are also covered under Workers’ Compensation if they are injured while substituting in the covered position.

Employees on Workers’ Compensation leave are required to satisfactorily meet the physical and essential duties as listed in the job description for their position. A Fitness-for-Duty physical may be required to make a determination to return to work.

All other employees of Fremont County School District #25 are not covered by Wyoming Workers Compensation Insurance.

TIMELINE: Covered employees must notify a supervisor within 72 hours of injury and:

- Complete an online accident/injury report at:
<https://www.publicschoolworks.com/ARPages/accidentsPage1.php?di=280&mi=5>
- This electronic form is automatically routed to the delegated supervisor and the HR Manager to allow the appropriate follow through. This form can serve as a “placeholder” if the employee is not certain they should immediately see a doctor but later decide that they need to. A Workers’ Compensation claim form would need to be completed with Personnel if the employee is seeking medical intervention.

AND

- If the covered employee needs to seek medical intervention; they will need to complete a Workers’ Compensation Claim Form in coordination with the HR Manager. If a covered employee does not file a timely claim, the related costs to the injury are the employee’s sole responsibility. Claim forms are available in the HR Office. **All Claim forms must be submitted to the HR Office and will then be forwarded to the State Workers’ Compensation Division.**

Any injury or job related illness must be reported to the injured employee’s supervisor and the HR Manager immediately. This form should be completed and submitted by the employee regardless of the status of their position being coverable by Workers’ Compensation.

Note: An employee that is eligible, or becomes eligible, for Wyoming Workers’ Compensation temporary total disability benefits may not use their accrued sick leave days simultaneously with that pay. If an employee has been paid sick leave, personal days, vacation or sick leave bank days by this district due to a contested Workers’ Compensation claim and they eventually prevail in that claim being awarded to them, they must reimburse the district for the Total Temporary Disability pay they earn(ed) from the Department of Workforce Division.

Pay Days

Pay day for all employees shall be the 20th day of each month unless that day falls on a non-school day or bank holiday; then the pay day shall be on the last school day preceding the 20th day of the month. Paychecks will be mailed to employees on payday. All employees will be paid the day preceding the Thanksgiving and Christmas vacation periods as applicable. (Policy#5330). Direct deposit is available; forms are available from Central Office.

Salary Schedules

Following the Board of Trustees approval of the fiscal year budget in mid-July, a salary schedule for all positions will be published. All positions within the District are governed by the current salary schedule, without exception. If there is no salary schedule for the position, compensation shall be set by the Superintendent.

Parents and Visitors

While parents are encouraged to visit the school and classrooms, the following provisions apply:

- All visitors to the school buildings will be required to use and comply with the guidelines of the Visitor Management System in place in the building.
 - It is the discretion of the Principal or designee to determine suitability of specific visitors that they feel may pose a threat to the students or staff.
- The teacher's first responsibility is to the students, and the teacher will generally not be able to visit with parents during school hours.
- Conferences with teachers shall be arranged at a mutually agreeable time.
- Permission to visit shall be obtained prior to the visit so that conflicts can be avoided.
- Each building may have additional rules for classroom visitations and parents are encouraged to discuss whether the building to which their student(s) are assigned has any rules in addition to those set out above.

Children in the Workplace

Board Policy # 5043 outlines the parameters for allowing children in the workplace or District sanctioned activities. This policy applies to all District employees, coaching staff and volunteers.

Generally, such incidents should be limited to emergencies in which the employee has no other viable child care solution. This policy does not apply to brief, informal visits by an employee's children or other dependents, as long as such visits are infrequent and are not distracting or disruptive.

An incidental and brief visit by a child to a parent's workplace is acceptable.

If bringing a child to work with the employee is unavoidable, the employee must obtain their supervisor's permission prior to bringing their children to the work area. Supervisors shall refuse permission if the presence of the child(ren) is likely to create an unsafe or unproductive work situation.

A child who has an illness that prevents him or her from being accepted at school or by a regular day care provider, particularly a child with infectious disease, may not be brought to the workplace under any circumstances.

See Board Policy #5043 for additional information on the factors that supervisors will use to determine whether it is appropriate to permit children in the workplace.

Staff Development

The District fully supports the ongoing training and updating skills by employees. Development may consist of in-service training, assistance from supervisors and consultants, and attendance at conferences and meetings within budgetary limitations.

Employees approved for participation in a developmental activity may receive either their daily salary or an approved stipend amount. Reimbursement for personal expenses shall be paid in

accordance with the District reimbursement policy. (See Board Policy #3065 and the District travel voucher) Specific questions should be directed to the Business Manager or applicable Accounts Payable staff member at Central Office.

Travel

Employees, both certified and classified, authorized by the Superintendent to represent the District at selected school visits, conferences, and conventions will be reimbursed for authorized expenses according to district policies and guidelines.

In all cases of travel on behalf of the District, prior approval shall be obtained from the Superintendent or his or her designee.

When attending the aforementioned school visits, conferences and professional leave, a Travel Request – Expense Reimbursement form and a Conference Evaluation Addendum form shall be completed *prior* to the trip. (They are on the same form). **(Board Policy # 5365 Admin. Procedure outlines the procedures to follow when traveling on behalf of the District).** Some of the forms have been changed to reflect current practice. Please see your supervisor for the latest information on forms required to travel.

Travelers are encouraged to remember that community taxpayers are paying for the trip and that travelers need to be good stewards of taxpayer money by spending it appropriately and wisely. If a traveler wants to leave earlier or stay after an approved event, they will be responsible for all costs above what would be reimbursed for an “average” traveler. For example, if a traveler is attending a training event with other staff members, but wants to travel on different dates, the District will reimburse that employee only for the cost that they are reimbursing or paying for another traveler going to the same event. The employee must pay their additional hotel, food, car rental, and airfare on the days that travel is not necessary or required for the event.

Special arrangements apply for non-exempt (hourly) employees to travel to out of town events. These need to be coordinated with the Business Manager in advance of making travel arrangements.

Travelers will be reimbursed on a per-diem basis for food that the conference/event is not providing to attendees. When traveling to a high-cost geographical area; different reimbursable rates may apply. See GSA.gov or your building secretary for details.

When a certified (exempt) staff member travels outside their contract days, they will not be paid a daily rate to attend training or a conference, but all applicable expenses will be paid or reimbursed as per Board policy.

No policy or practice can address all possible scenarios, but employees are encouraged to travel frugally and the administrator/supervisor is encouraged to ensure that no unnecessary expenditures are taking place (i.e. traveling to Casper the night before, incurring hotel and food

costs when the event is not taking place until 9 a.m. the next day). Exceptions may be made by the principal or supervisor in situations where inclement weather may necessitate an early departure.

Personnel Records

A personnel folder for each employee, certified or classified, shall be accurately maintained in the Central Office. All personnel records of individual employees shall be considered confidential and are the sole property of this District. They shall not be released for public inspection.

In addition to the application for employment and references, the file shall contain records and information regarding compensation, payroll deductions, evaluations, and other information considered pertinent by the Superintendent or his designee.

Evaluations, correspondence, or other material received after initial employment making reference to an employee's competence or character shall not be placed in the personnel file without first requesting the employee sign the document. If the employee refuses to sign a document, said document may be placed in the employee's personnel file if the employee's supervisor documents the employee's opportunity to sign but refuses to do so. The supervisor will note the date of placement in the personnel file and document when a copy was provided to the employee. The employee shall also have an opportunity to attach any comments for their personnel file.

Record of any grievance procedure(s) shall be maintained separately from an employee's permanent personnel file.

Each employee shall have the right, by requesting to the Superintendent or her/his designee, to review the contents of his own file, with the exception of pre-employment reference recommendations. The review shall be conducted in the presence of the Superintendent or her/his designee.

Personnel Records Board Policy #5020 describes the process for acquiring, retaining and destroying of employee background reports.

According to Policy # 5020, the District will share "directory information" on employees with the appropriate parties. This information includes: Name, address, phone number, District e-mail address, and position held.

Annually Required Training for District Personnel:

The District will enroll each applicable employee in New Hire or annually required training via Public School Works (PSW) or other means including staff meetings conducted by other staff members. It is the responsibility of the employee to satisfactorily complete the required training in the allotted time frame. Employees are expected to conscientiously read all items

assigned. The employee's completion of the training indicates that they have read and agree to comply and abide with the contents of documents. Annual training will include, but not be limited to: Student Records Privacy, Anti-discrimination, Anti-harassment, Blood Borne Pathogen Handling, District Employee Handbook, Professional Code of Conduct, and confidentiality.

Specific employees are also required to take specific Special Education related training and take and maintain their CPR and First Aid certifications; this training is at the expense of the district for those that are required to have it. Hourly employees may record the time it takes to complete the required training on their timesheets.

Internet Use and Electronic Communications

Internet usage guidelines are detailed in policy #1835. By signing an internet usage agreement, students, teachers, administrators, education support personnel, parents and Board members are acknowledging that they are aware of their rights and responsibilities as District users of the internet.

Users will be required to sign an Internet Usage Agreement in a form provided by the District. In general, this agreement requires efficient, ethical and legal utilization of the network's resources. If a Fremont County School District student, teacher, administrator, educational support staff member, parent or Board member violates any of these provisions, his or her account may be terminated and future access could be denied. Any school employee who violates the Internet Usage Agreement is subject to such disciplinary action, up to and including termination/dismissal, as deemed appropriate by District administration.

Hazardous Materials Communication

It is the intent of the Board to provide a safe and healthful working environment for all employees. The District shall develop, maintain and implement health and safety plans in compliance with state and federal law.

The employee shall report any conditions they believe to be potentially unsafe to their immediate supervisor, who shall evaluate the situation and take appropriate action. When an employee is working in any capacity for the District and believes, or has suspicion, that the material s/he is working with contains a hazardous material such as asbestos, lead in paint, lead in soldering joints, or chemicals that the employee does not understand the safe handling or disposal needs, the employee shall contact their immediate supervisor with their concerns. If their concern is not addressed, the employee should contact the Supervisor, Buildings and Grounds at ext. 5205.

In accordance with OSHA regulation, 29 CFR 1910.1200, employees have the right to know about hazardous materials/products that they may be exposed to. Safety Data Sheets (SDS) may be obtained from the custodian of your school or from the Supervisor of Buildings and Grounds.

Asbestos Compliance:

The District is in compliance with the AHERA mandates as set forth in 40 C.F.R. §§ 763.80 - .90. A copy of the Asbestos Management Plan, 40 C.F.R. §§ 763.93, is available for review by contacting the District Office.

District Mail

The goal of the District Mail Service is to provide timely service for in-District mail. In addition, it is the source for the following:

- Secure incoming and outgoing mail and parcels from the U. S. Post Office.
- Secure and distribute inter-school mail
- Pick up and deliver books, media, and other small items.
- Record registered insured, certified, express, United Postal Service, Federal Express, Airborne Express, UPS mail and other couriers, and secure appropriate signatures.

The District will not mail your personal mail and we request you not get mail or deliveries from other sources of a personal nature at school or work.

Copyright

It is the expectation of the board of school trustees that all school employees will adhere to all of the provisions of the copyright laws. Copyright protection extends to literary works; musical works; dramatic works; pantomimes; and choreographic works; pictorial, graphic and sculptural works; and other visual works, including audio and visual recordings and computer software. Where questions arise, they should be submitted to the building administrator, who will provide answers of contact appropriate personnel to receive answers to questions posed.

See Board EGAD- R for details on what is and is not allowed.

Employees who make copies and/or use copyrighted materials in their jobs are expected to be familiar with published information regarding “fair use” and “public domain”. Any staff member who is uncertain as to whether reproducing or using copyrighted materials complies with the district’s procedures or if it is permissible under the law, should consult FCSD#25 Copyright Compliance Procedures.

In accordance with copyright compliance, copyright regulations will be prominently posted at all areas where materials may be reproduced without supervision

Also, staff will be informed of any changes or updates in the Copyright Policy. See the “Duplicating Copyrighted Materials” procedures for additional clarification.

Solicitation

Solicitation or interviewing of students or staff while under the jurisdiction of school authorities is prohibited without prior approval of the Superintendent.

Unlawful and /or unauthorized material may not be distributed in school buildings or on school grounds at any time. (Policy #2205)

Administering Medicine to Students

It is the policy of Fremont County School District #25 that absolutely no medication, internal or external, including Tylenol (Acetaminophen) and other over-the-counter medications shall be dispensed or administered by any school personnel except only in accordance with established school regulations. When a student requires medication of any type (including prescription and/or all over-the-counter [OTC] medications) to be given during school hours, parents should address those needs directly with the principal or school nurse or designee.

To assure school attendance for students who must use medication in the treatment of chronic or acute illness, the school will dispense medication when necessary. *IF AT ALL POSSIBLE, IT IS BEST WHEN MEDICATION CAN BE GIVEN AT HOME.* For the student who is required to take medication during the school day, strict guidelines have been developed and must be adhered to without exception. Medications may only be dispensed to students by designated staff when the medical authorization form is completed and all requirements are satisfactorily met. (Please see Board Policy #8115 for the full text of this policy.)

Re-hiring Resigned or Retired Staff

Employees who retire or resign from Fremont County School District #25, and are eligible for Wyoming Retirement benefits, may be considered, along with other qualified applicants for positions for which they are qualified and if they have met the following mandatory break in service requirements:

- a) To be hired into substitute, coaching/sponsorship, part time, or other non-benefit eligible positions there must be a 26 consecutive weeks of “no service” for this district from the termination date of the employees insurance benefits with this district. This requirement is defined by the Federal Affordable Care Act. This policy supersedes any modifications set or modified by Wyoming Retirement System and Wyoming State Statutes. This prohibition restricts paying a retired or resigned employee in any capacity for the period of 26 weeks from their break in service with us; this includes substituting or coaching or other temporary/seasonal duties. Some exceptions may apply within ACA in regard to emergency substitute needs. A previous employee that has recently retired or resigned may be considered for and hired into any insurance-benefit position without issues.
- b) Retired staff members that meet the mandatory break in service as set forth by the Wyoming Retirement System (W.R.S.) [W.S. 09-03-402 & W.S. 09-03-415], and are hired into full-time, benefit eligible positions are eligible for the same health and related insurance benefits as other full-time staff members employed by the District in the same or similar position. Staff members hired as part-time are eligible for coverage as per District Policies #5332 and #5772.

Since there is a required and conscious break in service, certified staff who are hired under the provisions of this policy will not start with continuing contract status even though that status may have been earned prior to retirement. Continuing contract status will be granted after the staff member has served three successive years and is offered a fourth contract [W.S. 21-07-104]. Classified staff are “at-will” employees. See Board Policy #5065 for more details.

Insurance and Other Benefits

All persons regularly working thirty (30) hours per week or more will be entitled to join the District’s health insurance plan. The District pays a Board approved percentage of the premium for each regular, eligible employee for the following:

1. Health Insurance Policy
2. Dental Coverage
3. \$10,000 Term Life Insurance Policy
4. \$10,000 Accidental Death and Dismemberment Insurance
5. Long Term Disability Insurance Coverage
6. Vision Coverage (core exam)
7. Wyoming Retirement
8. Life Flight Basic Insurance

The District pays the Board-approved portions of the medical plans that cover the employee, spouse, or qualifying children. For specific premium costs, employees should contact the district’s Insurance Coordinator.

An IRS Section 125 Flexible Spending Plan is also available through the District.

Additional voluntary offerings are also available, details can be provided by the District’s Benefits Coordinator (ext. 5017) and reviewed at: <http://www.myfremont25benefits.com/>

There are specific guidelines concerning continuation of insurance in reference to when a staff member retires or resigns. See Board Policy and Administrative Procedure # 5057 for details.

Employees must submit a form to the Benefits Coordinator if they DO NOT want to receive any communication of benefit information via their District email address.

Late Hire Insurance and Pro-Rated Pay Considerations

Employees new to the District will begin coverage on the first day of the month following the first date worked in the benefit eligible position. Special considerations apply to hourly employees hired after March 1st. See Board Policy GCBD Certified, GDBD Classified for details.

Certified employees hired after the beginning of the contract year will receive a prorated annual salary based off of the current Certified Teacher Salary Schedule and depending on the number of actual contract days specified in the teaching contract at the time they are hired. That amount is distributed evenly over the remaining paychecks in the established teacher pay cycle.

Applicable insurance coverage will be effective the first of the month following the first day worked in the eligible position

Retirement Contributions

The Board has the option to pay any portion (up to 100%) of the full-time eligible employees' percentage share of contribution each year into the State Retirement Plan within established state guidelines. (Board Policy #5055).

Employee Assistance Programs

Our district's benefits programs offer two Employee Assistance Programs that provide confidential assistance with issues our employees may be facing including: emotional well being such as stress, anxiety, depression, substance abuse; family and relationships, healthy lifestyle, work and life transitions and legal and financial counseling.

You can access information on these programs on the district website under "Benefits" or by contacting the district Insurance Coordinator.

The district is also offering mental health support via BetterHelp which provides tele-support. All employees should have received an email with the link to sign up. If you did not receive that or can't locate that, please contact HR.

If you need to see a physician for help during these times, as long as you stay in the BCBS network, charges are treated accordingly to where you currently are at with your deductible, co-insurance and out-of-pocket costs.

Affordable Care Act Impact

To insure compliance with health care coverage requirement under the Federal Patient Protection and Affordable Care Act (ACA), Fremont County School District #25 has established annual measurement and stability periods for determining how employees will be tracked and which employees are to be offered health care coverage as a result of that tracking.

Salary Overpayment/Underpayment

If an employee receives an overpayment or underpayment of his or her authorized salary, the error must be corrected regardless of when it occurred. The employee affected will be given the opportunity to devise and recommend a reasonable schedule to repay money received, or to receive money due said employee. In the event that the individual leaves the District's employment, a lump sum of the remaining owed or due will be paid at that time. See policy #5035.

An employee who resigns an extra-duty contract for which unearned money has been paid must make restitution prior to the end of his or her current teaching contract or assignment period.

Use of Short Term Leave Without Pay (Dock Day)

Eligible District employees are provided with paid time off days as a benefit. These days must be used in the applicable manner prior to the employee requesting or being able to utilize any time off without pay. See Policy # 5026 for specifics regarding this. Dock time is to be used only in rare and unusual circumstances and must be pre-approved by the supervisor or administrator. ***Time off without pay will be an exception, it is not an entitlement.***

Unemployment Compensation Benefits

Although the services of certain employees are not needed during the summer vacation period or established holiday periods, they are still considered to be employees of the District as there is a reasonable assurance that they will return to work when those periods end. Consistent with Board policy and WY State Statute, these employees shall not be paid unemployment compensation benefits for any period when no services are scheduled to be performed.

Employees who meet the eligibility requirements under unemployment regulations are covered by unemployment insurance. Unemployment compensation benefits are not available during periods of scheduled breaks in the work calendar. Wyo. Stat. §27-3-308 (a) (i) (1977) as amended of the Wyoming Employment Security Act states that an individual is “not eligible for benefits based on service in an instructional, research, or principal administrative capacity for an educational institution for any week of unemployment beginning between two (2) successive academic years, two (2) regular terms whether or not successive or during a paid sabbatical leave and he/she has a reasonable assurance to perform services in any such capacity for any educational institution in the second academic year or term or end of the paid sabbatical leave”.

Unemployment claims during these periods will be vigorously contested by this District.

§ 27-3-308 (a) (ii) states, in part, that an individual is not eligible for benefits based on service in any other capacity for any educational institution for any week of unemployment beginning between two (2) successive academic years or terms if he is employed in the first academic term for any education institution. Such breaks begin at the close of the last work day immediately preceding a scheduled break. Unless an official work calendar changes, employees are expected to work or use appropriate leave.

Extra-Curricular and Co-Curricular Activities

See Policy # 4030 for full details on the pay to certified and classified staff for these duties. In general, regular assignments with this district should take precedence over extra or co-curricular responsibilities.

Loss of District-owned Technology Tools

District employees are responsible for the safekeeping of all technology (i.e. iPad, laptop computer, ChromeBook, printer, keyboard, etc.) for which they have been assigned.

The employee will return any equipment assigned to them in a timely manner when they leave the Districts' employment or when they have been asked by their supervisor or IT department to present the equipment.

Failure to return assigned equipment at termination of employment may result in:

- The cost of the equipment being withheld from the employees' final paycheck, or
- The district turning the matter over to the local police department as stolen items

If the employee travels with the device(s), they are responsible if the item(s) are lost, stolen, damaged or destroyed:

- If traveling on prior approved District business: The District may elect to replace the item(s) if negligence is not suspected.
- If traveling on personal business: the employee is responsible for replacing the item(s) with an approved replacement of equivalent value at their cost and in a timely manner.

The employee is responsible for reporting any lost, stolen, damaged or destroyed District-owned technology tools immediately to their supervisor or the District Business Manager.

School Closings - Unanticipated

The Superintendent or his/ her designee is authorized to close a school(s) for any conditions (e.g. fire, weather, civil disturbance, threatened civil disturbance, fuel shortage, or wide-spread illness which might threaten or endanger the health, safety, or welfare of students). Detailed in Board Policy # 1715. Notification will be via local radio and other press venues. Additionally, if time allows, the schools will utilize an automatic calling or texting feature to send out relevant communication. The Superintendent or his/her designee will determine if specific employees or positions are required to work on these days and arrange compensation as required.

Lockout/Tagout

There are two methods of helping to prevent injury from electronic equipment; a lockout or a tagout. It is imperative that no unauthorized personnel remove or tamper with these devices or tags. The OSHA standard for The Control of Hazardous Energy (Lockout/Tagout), Title 29 Code of Federal Regulations (CFR) Part 1910.147, addresses servicing and maintenance activities.

Lockout-tagout (LOTO) or lock and tag is a safety procedure which is used in industry settings to ensure that dangerous machines are properly shut off and not able to be started up again prior to the completion of maintenance or servicing work. It requires that hazardous energy sources be "isolated and rendered inoperative" before work is started on the equipment in question. The isolated power sources are then locked and a tag is placed on the lock identifying the

worker who has placed it. The worker then holds the key for the lock ensuring that only he or she can start the machine. This prevents accidental startup of a machine while it is in a hazardous state or while a worker is in direct contact with it. The standard outlines measures for controlling hazardous energies; electrical, mechanical, hydraulic, pneumatic, chemical, thermal, and other energy sources.

Additional detail can be found in the District's Safety Plan and related Board Policies and Procedures.

Purchasing

The purchase of any items for use in the District are governed by Board policies and administrative procedures #3035, 3035A, and 3050. Questions should be directed to the Business Office. All purchases must be pre-approved by the budget authority (i.e. building administrator, supervisor, business manager) prior to any purchase being made or agreed to.

Email Etiquette

We acknowledge that the use of email makes our lives so much easier and our work much more efficient. We include this section to encourage you to protect yourself and your employer. Email can be used inappropriately in instances when a hard copy or face to face is still the best, most private method of communication.

Be very cautious of including:

- Student names
- Staff names
- Incident information
- Actions taken especially disciplinary actions.
- Conclusions concerning cause of event or liability on the part of an individual or the district

Remember, email is not private. Don't put anything in email that you wouldn't "want the whole world to know about." ***Users of the District's email systems should not assume the confidentiality or integrity of any message that is sent or received.*** Users should treat emails as having the same legal authority as signed letters on letterhead paper. All emails are "discoverable" in a court case. Protect yourself and your District!

1. **Think carefully about who really needs to have the information you are sending.** Ask yourself, "Do all these other people really need to know this information?"
2. **Think twice before hitting "reply all".** If in doubt, reply only to the original writer; they can share your response with those that need to know.
3. **Use a descriptive subject line** that's no more than four to five words. This will help you and the recipient be able to search for the email in the future, if needed. Avoid "important" and "urgent" unless it really is and you are unable to reach them via phone or in person.

4. **Be concise.** Longer messages are difficult to read, and most people will put them aside or skim them and possibly miss your intended message.
5. **Make your email work efficiently for you and others.** Include the pertinent information you are trying to gain or share. Make specific statements, ask specific questions, use bullet points for ease of reading and replying, etc. Limit your use of acronyms unless you know the recipient will be familiar with them.
6. **Proofread.** Check for spelling, typos and appropriate word usage.
7. **Respond within 24 hours.** If you require more time, let the sender know you're reviewing the email and when you'll get back to that person.
8. **Avoid sarcasm or too much humor.** It can come across as rude or abrupt because the recipient can't gauge your body language.
9. **Be conscientious of cultural differences to avoid conflict and confusion.**
10. **Don't send an email when emotional or angry.** Sit on it for 24 hours and revise when you are calmer.
11. **Avoid emoticons or textese.** This should be reserved for personal email.
12. **Never use** all caps or all lowercase.
13. **The proper closing** would be *thanks* or *regards*. Sign your full name when emailing clients; your first name is fine with colleagues. After multiple email exchanges initials are fine.

Employees must never send or store emails or attachments that are obscene, indecent, sexist, racist, defamatory, abusive, in breach of copyright, compromises data protection, or is otherwise inappropriate.

Food Service Charges

District employees may set up a food service account with the Food Service Nutrition Director or designated Central Office employee as well as the individual School Kitchen's Head Cooks by completing the "Join Us In The Cafeteria" Form. This form must be filled out ANNUALLY for automatic deduction. If you were signed up last year, please resubmit this form and return it to the Food Service Nutrition Director located at the Career Center.

Your balance should never go below ZERO. If it does, you are expected to pay the negative balance on your very next pay day. You can have us take your negative balance directly out of your paycheck by completing this form. If you are interested in setting up another payment arrangement please contact the Nutrition Food Service Director at: 307-856-6557 x 4002 or complete the information on the form and return to FS Director at the Career Center.

If we find that you are not paying on your account to eliminate the negative balance monthly, we may take away your privilege of charging meals and ala carte items. Staff that are leaving the employ of FCSD #25 may have their unpaid balance taken from their final paycheck.

Employee Use of Cell Phones or Other Signaling Devices

While at work, employees are expected to exercise discretion in using personal cellular phones. Personal calls during the work hours, regardless of the phone used can interfere with employee

productivity, safety and may be distracting to others. **Cellular phones and other such devices are not to be in view or turned on at any time when the individual is engaged in the supervision of students. Student safety is *always* the top priority of all staff members.**

Employees are encouraged to make personal calls during breaks and lunch and to ensure that friends and family members are aware of this need. (The District will not be liable for the loss of personal cellular phones brought into the workplace.)

- All cell phones must be set to “silent” or “vibrate” during business hours.
- Employees are prohibited from using their cell phones in any illegal, illicit or offensive manner. Cellular telephones may not be used to defame, harass, intimidate, or threaten any other person.
- Cell phones are not allowed during meetings unless allowed by the administrator or supervisor.
- When using a cell phone, be courteous of speaking volume and use “inside voice” as a courtesy to other workers.

Any bus operator or other driver of a District vehicle who determines it necessary to make a telephone communication while driving shall pull into a safe spot and stop prior to making the call. Bus operators are not to make or take telephone calls while the bus is in motion. Personal calls are not permitted. No hands free devices may be used. Any call made or received is to be related to the operation of the bus, supervision of students, or concerning a route.

Service Animals and other Animals in Schools

The district acknowledges its responsibility to permit students and/or adults with disabilities to be accompanied by a “service animal” in it’s school buildings, in classrooms, and at school functions, as required by the Americans with Disabilities Act, 29DFR Part 35, and subject to the details as listed in Board Policy IMG.

Other than service animals, pets are generally not allowed in school buildings. The District recognizes that animals can be an effective and valuable teaching aid, but safeguards are required to reduce the risk of allergic reaction, infection and injury. An employee must gain the building administrator's approval prior to bringing an animal or pet in. Board Policy and safety precautions must be followed. The handler/owner is solely responsible for any injury or damage caused by their animal. See Board Policy and Administrative Procedure #IMG for details.

Professional School Therapy Animals certified with their owners/handlers as Certified Assistance Animal Teams may be allowed to provide emotional and physical support in the educational setting. These *highly* trained Animals model good behavior, tolerance, and acceptance. All Certified Assistance Animal Teams in the Fremont County School District #25 School District work to support and positively influence student achievement. Strict guidelines must be adhered to in these situations. Contact the Director of Student Services for additional information.

Publishing of Student Photographs

District staff may post or share photos of students if the household has provided the appropriate form authorizing that. The student(s) is not to be identified in the photo by either first or last name. This same restriction applies when an employee chooses to share photos with any newspaper or online news source.

Employee Involvement in Child Custody Issues

The school district and its employees do not get involved in student related child custody issues. If an employee receives a request for a letter or statement from a parent in these situations, the employee is encouraged to respectfully decline due to the concern that it may negatively impact their relationship with the student and the other parent/guardian. If the parent is adamant, the employee should direct that parent to the principal. If an employee receives a letter, email, summons, or subpoena to testify or appear in a custody hearing; those documents should be directed to the HR Manager immediately to discuss responses or next steps.

Coaching Contracts and Requirements

The Wyoming Professional Teaching Standards Board (PTSB) is responsible for the providing coaching and assistant coaching permits to all coaches.

It is the sole responsibility of any individual that has agreed to coach for this district to acquire and maintain the required WY PTSB coaching permit and to fulfill and pay for all appropriate coursework and renewal fees to do so. Coaches must immediately inform the HR office if they have let their coaching permit expire or lapse. Coaches must not accept payment for any coaching assignment that they are not currently endorsed in through Wyoming PTSB.

Individuals that are not able to acquire the appropriate permit within the fiscal year in which they are performing coaching duties acknowledge that they have acted as volunteers for those coaching duties. This is due to the fact that a district cannot pay a coach for coaching responsibilities without that coach having the valid and appropriate coaching permit.

Employees that allow their permit to lapse or expire MUST inform the Activities Office and HR Manager of that status immediately. If said employee's failure to renew their permit on time and that failure results in a penalty to the district, said employee may be required to reimburse the district for the amount of that penalty.

If a classified, hourly employee accepts a FCSD #25 extra curricular assignment that requires travel; they will record the time that they leave for travel on the CAD activities code on their Frontline timesheet. They will be paid their normal classified hourly rate from the time they leave on the trip to the end of their assigned schedule (i.e. the hourly employee has an

assignment of working until 3 p.m. each day worked yet they leave for an extracurricular trip at 1 p.m. on a Friday afternoon, they will be paid their normal hourly rate from 1 - 3 p.m.).

Once they reach their normal quitting time, they are earning their extra curricular/coaching wage and there is no longer a need to record the actual hours worked in *that* assignment.

This is to keep the classified person from losing money when they coach for Fremont Co. School Dist #25

Non-School Employment of Staff

Staff members of the school district shall not engage in any non-school related employment which interferes with their time or ability to perform their assigned duties or which adversely affects the work of our district.

Hiring Late in the School Year

Classified employees: When the District has the need to hire 10-month hourly, classified employees after March 1st, special considerations may be in place regarding insurance options and payments.

This District prorates the 12 month premiums for the 10-month employees to enable us to cover the 10-month employee through the summer months when they are anticipated to return to work the following school year. If a classified employee is hired after March 1st, the District is unable to accrue enough premiums to cover the District expenditures through the summer months.

When a 10-month classified employee is hired after March 1st, they will be informed of the cost to insure them through September 30th (since they will be paid their first paycheck of the upcoming year on September 20th which will pay their October premiums). Those employees will have the option of waiving participation in the plan until the next open enrollment period (effective date of January 1st.) or making payment arrangements with the Insurance Coordinator to collect their extra shares of the premium. Payment options include: extra payroll deduction from their remaining paychecks to pull the premiums from, or the Insurance coordinator can prepare and provide monthly invoices to collect the premiums needed. .

Employee's failure to pay their portion in a timely manner may result in cancellation of coverage or a large payroll deduction in September.

This policy is in no way to be construed as a contract for continuing employment. All classified employees are at-will.

Certified employees hired after the beginning of the school year will receive a prorated annual salary (based on current Certified Teacher Salary steps) depending on the number of actual contract days that are left in the teaching contract and work days at the time they are hired.

That amount is distributed evenly over the remaining number of paychecks in the established teacher pay cycle. Applicable insurance will be effective the first of the month following the first day worked in the eligible position. A calculated amount will be withheld from each of these paychecks to pay applicable insurance premiums. There may be the need for the employee to pay extra premiums in their first checks to collect the premiums needed for coverage.

SUI Web Link

You have access to the following in Web Link:

- View/Print your check history and reimbursements
- View/Print your W2s
- View/Edit/Submit to Payroll the following forms: W4, Direct Deposit, address changes
- View/Print 1095s

and more

Access at: <https://wl.sui-online.com/fremont25.wy>

If you have any issues with accessing your information, contact Esther Osorio at 307-856-9407 or extension 5014.

CERTIFIED STAFF

Certified and Licensed Staff Recruiting and Hiring

It is the policy of this district that the procedure for employing the best qualified teachers, professional service providers, 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 professional positions. A recommendation to hire will not be made to the Superintendent/Board of Trustees until personal interviews with the candidate has been conducted according to Human Resources practices and at least two references have been contacted by the HR Manager or administrator.

Employment by the District within certain job descriptions is predicated upon the employee securing and maintaining the appropriate certification from the Professional Teaching Standards Board for the State of Wyoming, or other applicable licensing body as provided by the laws of the State of Wyoming, during the term of the employee's then current contract with the District. Evidence of current appropriate certification or licensure shall be provided to the office of the HR Manager in a timely manner. Wyoming Statute § 21-7-303 (1977), as amended "Wyoming Education Code of 1969" requires that a person who is paid to teach or supervise activities in a public school must be either a holder of a certificate or a candidate qualified for a certificate as determined by the Professional Teaching Standards Board.

"No person shall teach or supervise in a public school in the state of Wyoming and receive compensation therefore out of any public fund who at the time of rendering such series, is not a

holder of, or a candidate and qualified for a certificate issued, under the laws of this state and the rules and regulations of the Wyoming Professional Teaching Standards Board pursuant to Wyo. Stat. § 21 – 2 – 802 (1977), as amended. (Board Policy #5310)

Failure to secure and maintain appropriate certification may be grounds for dismissal and no salary paid for any period of time in which the employee is not properly certified. Certified personnel are solely responsible to ensure that their certification is renewed and properly maintained at all times. The teacher will provide the HR office with a copy of each renewed certificate for their personnel file.

The employee is responsible for immediately notifying their direct supervisor and the HR Manager if they have allowed their certificate, license or permit to expire.

It shall be the duty of each employee coming into the District to take the required tests and proceed with the completion of other items as necessary to gain certification in accordance with a time schedule for completion as established by the Office of the Superintendent.

Work Day for Teachers

The normal work day for teachers and other staff members on the teacher salary schedule is eight hours per day (unless otherwise stipulated). In practical terms that means one half hour before school starts and one half hour after school ends except on Friday when teachers may leave fifteen minutes after school is out. Times may be adjusted to meet individual school needs.

Administrators have the right to schedule meetings, conferences, and other activities, and require attendance at such activities, before and after the hours stated above. (Please see Policy #5340 for details).

It is understood that the length of the basic school day for all teachers shall be extended to include, but not be limited to, such activities as:

- Parent-teacher conferences
- IEP meetings
- Faculty meetings
- Extracurricular activity assignments.

The time required to participate in these requirements are considered to be included in a teacher's contract days and will be without additional pay. Teachers do not fall under the laws pertaining to overtime pay and are considered exempt from overtime regulations.

Resignations of Certified and Professional Staff

The Board of Trustees believes that all contracts with teachers, professional service providers, and administrators are equally binding upon the District and the professional 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.

NOTE: Continuing Contract Teachers (those that have reached a tenure status with this District) are considered to be under contract upon the approval of the “Recommendation to Renew” by the Board of Trustees in April of each year. Continuing Contracts are binding from year to year unless otherwise informed. As per state statute, certified employees will be notified no later than April 15th if their contract will not be renewed for the upcoming school year.

As of the 2022-23 school year, this district may elect to no longer provide contracts for signature to teachers that have reached continuing contract status (tenured).

Non-continuing teachers and Professional Service Providers are provided with a contract every year for their signature and return to the Human Resources Department.

1. Each request by a teacher, professional service provider, or administrator to be released from a contract will be considered on its merits by the Superintendent.
2. In each instance in which such a request is granted by the Superintendent, the teacher, professional service provider, or administrator may be required to pay to the District liquidated damages to help offset costs of securing a suitable replacement as follows:

If the request is received:

After and	Before	Amount owed:
May 15	May 31	\$500.00
June 1	June 15	\$1000.00

June 15 Resignations received after June 15th will only be accepted contingent on the district securing a suitable replacement. The \$1,000 liquidated damages payment may apply.

In situations where a Certified/Professional staff member requests to resign effective during the contract year; the board may elect to approve or accept that resignation with or without stipulations. If the Board does not approve or has made stipulations that have not been met and the employee does not report to work as per their contract, they will be considered in Breach of contract. The Board may seek up to \$3,500 liquidated damages from the employee’s final paycheck.

3. In the event the request is made for bona fide health reasons or for other reasons which the Superintendent may determine to be in the best interest of both the teacher, professional service provider, or administrator and the District, the Superintendent may waive payment of liquidated damages.
4. 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.

5. In the event of a breach of contract where the district has not consented to the release of any employee from his/her contract, the district may pursue any available legal remedy or may withhold the liquidated damages from payment owed to the employee as set forth herein. The Superintendent or Board may file a formal complaint with the Wyoming State Department of Education, the state licensing board, and/or the Professional Teaching Standards Board seeking the revocation or suspension of the employee's certificate.
6. Procedures for the termination of the professional employees are established by state law. All actions of the school district and the Board, as well as rights and privileges, are clearly defined in the statutes and will be followed by the district in termination proceedings.
7. This policy shall in no way interfere with the certified staff member's right to resign prior to the end of the contract period, to be effective at the end of the contract year.

End of Employment

As detailed in Board Policy #5390; termination of a continuing contract teacher requires that on or before April 15 of any year such teacher shall be given written notice of the recommendation for termination or non-renewal by the Superintendent or any member of the Board, together with written reasons therefore. Termination under such recommendation, if approved by the Board, will be effective at the end of the contracted school year in which notice of such termination is given. The employee is expected to satisfactorily continue to perform all aspects of their position for the remainder of that school year.

An initial contract teacher is any teacher who has not achieved continuing contract status. Termination for an initial contract teacher requires notification in writing of such termination no later than April 15 of each year by the Superintendent.

The Board must offer Recommendation for Renewal notification for the ensuing year to each initial contract teacher if such is to be offered by no later than April 15, and it must be accepted by May 15 or the position will be declared open.

The employee is accountable for the timely return of all keys, equipment (such as cell phone and district issued computers/laptops), and other property that has been assigned or provided to them by this district. The employee is required to coordinate the sharing of their electronic files and access with their supervisor, Building Level Tech Support or IT department. **DO NOT delete files.**

Dismissal or suspension of a certified staff member will be dealt with according to current Wyoming State Statutes.

Notification of Absence

FCSD #25 expects all employees to be diligent and responsible for their attendance. Regular and prompt attendance is essential and critical to the success of the district and safety of our students. In all cases of absence, it is the duty of the employee to notify their supervisor, Principal or his/her designee concerning such anticipated absence in accordance with school guidelines and Board Policy #5735 and #5345. Failure of an employee to report to work without notifying his/her immediate supervisor (or designee) may result in disciplinary action up to immediate termination. Absenteeism or tardiness that is unexcused or excessive is grounds for disciplinary action, up to and including termination.

Substitutes

The District utilizes the FrontLine Absence Management program for substitute coverage.

Building administrators, school secretaries, teachers and substitute candidates are expected to utilize this system to make all substitute teacher arrangements. Additional information can be obtained at Central Office.

Substitutes will be employed wherein needed in the absence of a certified staff member. Substitutes are to refer to the Substitute Handbook for clarification or questions.

In some circumstances, a substitute may be needed to cover a vacancy by a non-certified staff member (i.e. paraprofessional or secretary). Substitutes must be acquired via the Frontline Sub Finder program or other approved method, and will be paid the step one, column one of the salary schedule for the position they are substituting for. For custodian or food service substitute needs, the supervisor will retain an active listing of substitutes to contact when a regular employee is unable to complete their assigned shift.

Substitutes teachers are responsible for maintaining their substitute permits with the Wyoming Professional Teaching Standards Board. If a permit lapses, the substitute will not be able to substitute in this District until satisfactorily resolved.

Substitutes are not eligible for Unemployment benefits.

Continuing Education Internships for Existing Non-Hourly Employees

This policy pertains to current certified or licensed employees (non-hourly employees) that are working towards an Administrator endorsement or advanced degree/certification requiring them to fulfill observation or internship hours to complete this goal.

The employee:

1. Will gain approval, from the Superintendent, or designee, to pursue this training opportunity within the district. The request will include an anticipated schedule of days to be used and which employee(s) they will be observing.

- Submit a Letter of Request to the HR Manager or the Assistant Superintendent of Curriculum and Instruction, and will follow District practices regarding internship placement including an anticipated internship schedule and who they will be interning with.
- Will provide documentation of the program they are enrolled in with clear documentation on how this program will aid them (and this district) in their current position.

2. Acknowledges that they will not be able to perform their specific duties during the observation hours

3. Acknowledges that they will first use all of his/her accrued personal leave time for this internship and then will be paid their normal daily rate while performing the observations. There will be no change to the employee's benefits during this time. The employee will not be required to reimburse the district as detailed in item #4 if they use their own personal leave.

4. Acknowledges that if they have already used their accrued personal days or need more days for observations than they have personal days accrued; they will be paid their normal salary but will also be billed the current substitute Tier 1 substitute daily rate to offset the expense to the district for the contracted days the employee does not work in their position. They will be billed the current substitute teacher Tier 1 daily rate, regardless of whether a substitute is needed for their position. Central Office will bill the employee for payment owed when these days are reflected in absence reporting.

5. Will coordinate those observation efforts with the appropriate employee(s). Best efforts will be made to minimize the amount of time that the employee will be not performing their assigned duties (i.e. projects that can be worked on during non-school hours, summer school opportunities, etc.)

6. Will accurately record time spent in observation in the district absence management program;

- Observation time must be spent and documented in full or half day increments,

7. The person(s) observed, will verify that the time indicated was the time actually spent in observation. An attestation form is included with this policy.

CLASSIFIED OR INSTRUCTIONAL SUPPORT PERSONNEL

Recruiting and Hiring of Classified Staff

Offers of employment may be made to classified staff on either a part-time, school year, partial school year, or annual basis, depending upon the nature of the classified services. A recommendation to hire will not be made to the Superintendent/Board of Trustees until personal interviews with the candidate have been conducted according to Human Resources practices and references have been contacted by the HR Manager, administrator, or hiring supervisor.

EMPLOYMENT BY THE DISTRICT ON EITHER A REGULAR OR PART-TIME BASIS SHALL NOT CREATE AN EXPECTATION OF CONTINUED EMPLOYMENT NOR IMPLY THE CREATION OF A PROPERTY INTEREST OR LIBERTY INTEREST BY VIRTUE OF EMPLOYMENT.

Notices of assignment will be sent to classified staff as soon as possible after hiring. Salary Notifications with the anticipated rate of pay and number of hours and days will be provided each year following the Board budget approval meeting in mid-July.

Classified employees (non-certified) may be considered full-time, part-time, hourly, salaried, non-exempt and/or exempt from overtime. These determinations are made using board policies, salary schedules as well as Federal and State laws regarding Fair Labor Standards.

Policy # 5705 states: All employees of the District not covered by or included within the provisions of the Wyoming Teacher Employment Law (Chapter 182, Session Laws of Wyoming, 1967; Wyo. Stat. § 21-7 - 101, et. seq., (1977), as amended) or who do not possess an express written contract of employment are considered classified staff.

Overtime Pay and Recording Time Worked

Hourly employees MUST accurately record *ACTUAL* time worked on their monthly time sheets at all times regardless of potential to accrue overtime. Compensatory (comp) time is not allowed by this District.

Each employee is responsible for properly documenting the time that they arrive at or leave work. The employee must properly record the time on his/her time sheet each time they arrive at work, and each time they leave, including each time they leave work for lunch and other breaks. The time entered on the time sheets should be rounded to the nearest fifteen (15) minute increment. It is the employee's responsibility to keep track of his/her hours, and to seek prior approval of their direct supervisor if the employee feels they must work overtime to adequately perform his/her duties.

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.

Any hours worked beyond the normal schedule must be approved in advance by the authorized supervisor except in emergency situations.

Overtime for all employees will be computed for hours **worked** beyond forty (40) hours in the normal employment week. Hours **worked** beyond the normal eight (8) hour day will not qualify as overtime for any employee unless such hours exceed the forty (40) hour week (as defined by the specific positions' work week). Overtime will be paid at the rate of one and one-half the per hour rate for any 15 minute increments over 40 hours worked per work week. Vacation days, personal days, sick leave, or other paid days when the employee does not perform job functions are not considered as hours worked and are therefore not computed as any portion of the forty work hours.

A Supervisor may use discretion in adjusting a daily schedule to meet job or convenience needs as long as the total hours worked are equal to but do not exceed the normal daily hours and would not potentially contribute to overtime. Due to the potential issues with employee's working extra duty contracts, activities support, etc. that the supervisor may not be aware of, it is the employees' responsibility to inform their supervisor that a requested assignment will result in overtime status.

Flex or trade time is at the building administrators or supervisor's discretion Any time flexed or traded must be accurately reflected on timesheets for the days you work less than assigned and also on the days that you "make up" your time. For example, if you are assigned to work 7.5 hours per day, but get approved to leave 1 hour early on Monday that timesheet needs to reflect that you worked 6.5 hours instead of 7.5 hours on Monday; additionally, the days that you work extra to cover the flexed or traded time on Monday must be reflected accurately on those day's timesheets. The goal for making up flex or trade time is that it be completed within the following five scheduled work days or minimally, within the same pay period if at all possible.

If unanticipated job needs arise that prevent the supervisor from being able to flex or trade time as per agreement, the employee will be paid their regular pay rate for time worked over their assigned hours and will be paid time and a half for any time worked over forty (40) hours in that work week.

Federal laws require that any non-exempt employee be paid for all hours worked. Employees deserve to be paid for the time that they work. District employees should not, and are not expected to, work "off the clock". Performing any duties for an employer without being paid is working off the clock. If an employee decides to work "off the clock" there are ramifications that could include disciplinary action

In the case of district custodians or maintenance staff, there is the understanding that if there are additional activities in the buildings during non-school hours that the overtime

opportunities may be greater than other classified positions. These overtime requirements will be dealt with as follows: the custodian/maintenance employee must notify their immediate supervisor that the assignment or requirement will put them into an overtime status, they must list the reasons for any overtime accurately and completely on their applicable time sheets for sign off by the Supervisor of Buildings and Grounds. The Supervisor of Buildings and Grounds, or his designee will be responsible for ensuring that the overtime hours were actually required and pre-approved. If the custodian fails to follow this practice, they may no longer be allowed the opportunity for overtime work.

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

Work Day for Classified or Support Personnel

The work day for classified or "instructional support personnel" varies. Generally speaking, maintenance and custodial personnel work an eight hour day. Workdays for other full-time support personnel are based on job title and needs as listed on the Notice of Assignment/Reasonable Assurance document provided each July.

Break Periods

There is no provision for rest breaks or meal breaks under the Wyoming State Law. This District does not offer regular or scheduled breaks (paid or unpaid) to any hourly employees. Lunch breaks are scheduled into the work days of staff and should be recorded accurately on time sheets.

Vacations

Ten month employees are not eligible for vacation leave since they work only the days that students are present.

Twelve month employees will receive ten (10) days of paid vacation annually. Twelve month employees will be granted two (2) additional days after seven (7) years and three (3) additional days after ten (10) years of service for a total of fifteen (15) vacation days. "Vacation time" is to be taken generally at times that do not disrupt the operations of the District - for example; while school is in session. For the first year of employment, vacation time will be accumulated at the rate of one (1) day for every thirty six and one-half (36 ½) calendar days. Fractional days will not be counted.

Starting the second year of employment, twelve-month employees will be allocated their total days for the year as of the first day of July of a calendar year and will be given the number of days as per the above described schedule. If an employee leaves the District prior to completing the length of their work agreement, the number of vacation days allowed shall be prorated over the time worked. In the instance of excess vacation days taken at the time of ending employment agreement, the employee will be charged for the excess vacation days taken and be required to pay the District back for those days.

Vacation leave accrual and use is prorated for partial years due to mid-year hiring.

Twelve-month employees who have a balance of unused vacation days at the end of June of each calendar may carry up to five days into the next fiscal year until the last of December of that year. As of the first of January, the number of vacation days will equal the schedule presented above.

Holidays

Twelve-month employees will not be required to work on, but will be paid for the following holidays:

July 4.....	1 day
Labor Day.....	1 day
Thanksgiving.....	2 days
Christmas.....	2 days
New Years.....	1 day
Memorial Day.....	1 day
TOTAL	8 days

- Note:
1. If the holiday falls on a weekend, the employees will be paid, but will be required to work on the day preceding or following the weekend.
 2. If the employee is required to work one of the above holidays, compensation arrangements will be made for the employee by the supervisor during the following week within set parameters.
 3. The Superintendent may add up to five (5) days annually for holidays and events depending on the calendar.
 4. Ten-month classified employees are not paid for the above holidays since they are assigned to work only the days that students are in attendance.

Staff members that do not have 260 day contracts or assignments (administrators, certified teachers, Professional Service Providers, Salaried professionals and 9 or 10 month classified employees) are not eligible for holiday pay since these are not in their contracted or assigned days.

Classified Staff Resignation

A minimum of two (2) weeks written notice of resignation is required, unless otherwise determined by the Superintendent or his/her designee. (Policy #5750). Employees are asked to provide notice of resignation or retirement as early as possible to allow the District to find the best suitable replacement.

Discipline or Termination of Classified Employees

Classified employees may be subject to disciplinary actions due to a variety of reasons. Their direct supervisor or building administrator will conduct and document those conversations with the employee. Discipline may take the form of any of the following:

- Documentation of a Verbal Conversation
- Support Plan
- Improvement or Corrective Action Plan
- Termination

Any of the above options may be utilized at any time based on the severity of the disciplinary issue and all applicable facts and circumstances. It is not required that the options be utilized in progressive order.

Classified employees may be terminated or suspended with or without pay only with formal approval by the Superintendent.

An employee may be suspended from duty without pay for the remainder of the work day by the immediate supervisor when drugs, alcohol, and/or the safety of students or staff are suspected or involved.

Terminations

The Superintendent or the Board may dismiss any classified employee when it is determined appropriate to do so by the Superintendent's sole discretion. Providing false information prior to, during, or following, the employment process may be grounds for immediate termination. See Board Policy 5705 for full policy.

Failure of the Superintendent or the Board to offer employment to any classified employee at the conclusion of any employment period shall constitute termination of the employment relationship.

Employment at Will and Reasonable Assurance

All non-contracted employees of Fremont Co. School District #25 are hired on an "at-will" basis. Each person's employment is for no specific term. Either party may terminate the employment relationship at any time, with or without notice, and with or without cause. Nothing in this employee handbook should be construed as a contract or a guarantee of continued employment.

There is no promise of any kind by School District No. 25 contained in the policies, practices and benefits established by District No. 25 which is to be interpreted as, or intended to be, a contract for employment. Educational Support Personnel or other Classified Personnel will not rely on the District's policies, practices, and benefits as a contract for employment, as they are expressly not a contract. School District No. 25 remains free to change wages, policies, practices, and all other working conditions without the employee's agreement.

The provisions of this policy do not relieve Fremont County School District No. 25 of its duty to abide by applicable local, state, and federal law, and to respect the due process rights of employees.

Efforts will be made to notify classified employees before the end of the school year if they are not going to be recommended for employment in the following school year if that information has been determined by that time. This recommendation may be due to the employee's performance or changes in enrollment or available funding. Possible exceptions that may result in mid-year terminations may occur due to funding changes or in special education rooms in which the number of students in the assigned classroom are reduced necessitating a reduction in the classroom support, continued funding issues, etc.

All full-time and part-time classified personnel are hereby provided reasonable assurance by the District of continued employment, unless provided notice to the contrary.

No manager, supervisor or employee has authority to enter into an agreement for employment. Only the Superintendent with Board consent has the authority to make any such agreement and then only in writing

Employees Seeking to Complete Required Observation, Practicum or Student Teaching Within District Schools for Graduation/Certification

Upon approval by the Superintendent and the building administrator, employees may complete their requirements related to earning their teaching degrees and certification during the school year within one of our schools. The employee will not be paid for any time that they are not performing their assigned duties during these periods.

These assignments are arranged through the Personnel office and those arrangements must be fully completed before signing this document and starting to fulfill the requirements.

The employee is responsible for ensuring that the arrangements made will lead to completing their desired degree. The District requires documented approval from the institution's student advisor for any arrangements made that the employee will be allowed to meet these requirements while continuing to perform their current duties (i.e. the advisor approves the student to fulfill observe hour requirements while working as a teacher or paraprofessional for XX number of days).

The District will continue to cover the eligible employee on the District's insurance plans (as enrolled at the time of leave) for the period of fulfilling these requirements. Employees will be responsible for paying the District Insurance Coordinator with their portion of the insurance premiums within the specified timeline. Failure to do so may result in termination of benefits.

There is an acknowledgement form required for these situations; it is attached to the Board Policy #5747-GDMD

You will receive this handbook electronically via Public School Works. When you acknowledge receipt of the Fremont County School District No. 25 Handbook you indicate your agreement to read, become familiar with, and abide by its contents as well as any applicable Board Policy and state or federal law. You further acknowledge that it is your responsibility to make sure you are aware of any additions to existing or new policies. You realize this handbook sets forth important expectations that the District has of you as an employee.