



# Classified Staff Handbook

2016-2017

**ALBANY COUNTY SCHOOL DISTRICT ONE**  
**CLASSIFIED EMPLOYEES' HANDBOOK**

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# INTRODUCTION

## PURPOSE

This handbook is provided to inform employees of the basic policies and procedures of Albany County School District One. It is not all-inclusive; therefore, employees should contact appropriate supervisors or read the *By-Laws and Policies of the Board of Education* if questions arise about topics not addressed here. A copy of the *By-Laws and Policies of the Board of Education* may be found on the District website at <http://www.acsd1.org>.

All policies are subject to review and change. Any adoptions, deletions, or revisions of policy or changes in District procedures shall take precedence over those printed in this handbook.

Albany County School District One does not discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, age, or disability in admission or access to, or treatment or employment in, its educational programs or activities. Inquiries concerning Title VI, Title IX, and Section 504 may be referred to Mike Hamel, Coordinator for the Office for Civil Rights, Albany County School District One, 1948 Grand Avenue, Laramie, WY 82070, or telephone (307)-721-4400, or the Wyoming Department of Education, Office for Civil Rights Coordinator, 2nd Floor, Hathaway Building, Cheyenne, WY 82002-0050, or telephone (307)-777-6218.

## PHILOSOPHY

The educational program of Albany County School District One is based on the following statement of philosophy. All educational experiences of the school district shall function and shall be evaluated in light of this philosophy.

“We believe that each student should be recognized as an individual with potential for personal growth. Given the available resources, the schools of Albany County School District One should provide all students opportunities for educational, social, vocational, cultural, aesthetic, humanitarian, and physical experiences necessary to become worthy and responsible citizens in our democracy. This education should be the cooperative responsibility of the home, school, and community.”

## DEFINITIONS

**CLASSIFIED PERSONNEL:** Classified personnel are those persons employed by the school district who are not required to be certified by the Wyoming Professional Teaching Standards Board. They include, but are not limited to, secretaries, bookkeepers, custodians, paraprofessionals, monitors, clerical aides, food service personnel, and transportation personnel.

**DISTRICT:** In this handbook, “District” and “school district” shall refer to Albany County School District One.

**SCHOOL BOARD:** School Board refers to the school board for Albany County School District One.

# **HIRING, TERMINATION, and EVALUATION**

## **HIRING**

Classified employees shall be selected on the basis of training, experience, character, general competence, and perceived match for the position. An attempt shall be made to recruit well-qualified personnel who will serve the District effectively.

A team of individuals comprised of employees with whom the position works and perhaps parents, students, and community members interviews candidates. After the interviews, the supervisor of the position recommends the best-matched candidate to the Superintendent of Schools, who, in turn, recommends the candidate to the Board of Education, which makes the appointment.

## **CRIMINAL BACKGROUND CHECKS**

All classified employees (including substitutes for classified positions) who will work with or around students are required by Wyoming statute to have a criminal background check. Potential new-hires must complete an affidavit listing any criminal history and must then be fingerprinted. The fingerprints will be examined by the Wyoming Division of Criminal Investigation and by the Federal Bureau of Investigation. The District pays the cost of the fingerprinting and background checks.

## **ASSIGNMENT**

Assignment of employees will be made by the appropriate supervisor. An attempt will be made to assign each employee to a position wherein the employee can make a maximum contribution to the District. The District reserves the right to assign employees to the positions which will best meet the needs of the District. Employees, site administrators, and classified supervisors will be consulted prior to changing assignments of personnel to different sites.

## **TRANSFER**

When vacancies are posted, any employee may apply for any job advertised. In addition, the administration may make a transfer when the employee has not requested a transfer.

## **CONTRACTS**

Contracts are issued annually to regular full-time and regular part-time employees appointed by the Board of Education. A signed copy of the contract is to be sent to the central office, where it will be placed in the employee's personnel file.

## **TEMPORARY/LIMITED CONTRACTS**

Because some classified positions exist only for a limited period of time, contracts for these positions are non-renewable and will be written to expire when the position ends. Examples of these types of positions include some federally-funded programs and paraprofessional positions created after class size or student-load reached a certain point.

## **RESIGNATION**

In the case of a voluntary resignation, the employee shall give the District a minimum of two weeks' notice.

## **TERMINATION/DISMISSAL**

Classified employees may be dismissed for inefficiency, incompetence, insubordination, neglect of duty, decrease in the number of positions in the District, or any other good or just cause. In normal circumstances, the District shall give the employee two weeks' notice prior to termination of employment. The District may remove the employee immediately from his/her duties and provide two weeks' pay in lieu of two weeks' notice. Nothing contained in this paragraph shall be construed as an offer by the District of job security or as an offer of job tenure.

## **RETIREMENT**

Classified employees who decide to retire should write a letter to the Superintendent of Schools at least one month prior to the date of retirement stating the employee's intent to retire. The employee should visit the District's Payroll Specialist to complete the necessary paperwork.

An employee is eligible to retire from the District and will be afforded all privileges associated with retirement from the District if the employee has worked ten years in the District and has met one of the two following criteria: (1) Attained the age of 50, or (2) the employee is eligible for full retirement under the Wyoming Retirement System.

There is no mandatory age of retirement.

## **EVALUATION**

A minimum of one evaluation of each employee's performance shall be made annually by the employee's supervisor or as required by the evaluation program. Additional evaluations may be made at the discretion of the supervisor. The evaluations are to be completed using the District evaluation forms. (Information on evaluation programs is available from the Human Resources Office or from employees' supervisors.)

The employee shall be provided an oral review of the evaluation and shall be allowed to attach a statement or item of information to the evaluation. Copies of the evaluation shall be retained by the employee and the supervisor, with one additional copy forwarded to the central office.

The purposes of the evaluation process include:

1. To help the employee improve job performance,
2. To improve each employees understanding of the job,
3. To provide safeguards of objectivity and fairness in personnel assignment, and
4. To provide the primary basis for determining the employee’s employment status in the District.

### **SUPERVISORS**

The following table shows the supervisor/supervisee relationships in this district:

<b>EMPLOYEE GROUP</b>	<b>SUPERVISOR(S)</b>
Cooks, Cook’s Helpers, Head Cooks	Kitchen Manager and Food Service Director
Kitchen Managers	Food Service Director
Custodians	Foreman; Director of M&O; Principal
Custodial Foremen	Director of M&O; Principal(s)
Maintenance & Other M&O Personnel	Director of M&O
Transportation Personnel	Supervisor of Transportation
Site Administrative Assistants	Site Administrators
Central Office Personnel	Appropriate Central Office Administrator
Paraprofessionals, Monitors, Clerical Aides	School Administrator
Technology Staff	Technology Director



# EMPLOYEE CONDUCT

## EMPLOYEE CONDUCT

All employees of Albany County School District One should assist in maintaining positive learning and work climates. The following are provided as reminders of positive employee behavior.

- \* Support District philosophy and policies.
- \* Maintain a positive attitude toward work.
- \* Stress physical safety for students, staff, and self.
- \* Refrain from unethical criticism of colleagues.
- \* Cooperate with colleagues in the accomplishment of the job.
- \* Maintain confidentiality of information acquired through the job.
- \* Have good work attendance.

The following are more specific guides of behavior. Failure to adhere to these could result in disciplinary action.

- \* **Outside Employment:** Full-time employees may not engage in any private business, employment, or undertaking which will affect their time or quality of work in the school district.
- \* **Personal Economic Interests:** An employee shall not use his/her position for the purpose of advancing private economic interests.
- \* **Acceptance of Gifts:** Employees may not accept gifts or gratuities from persons or companies doing business with the District. (Nominal gifts, such as ballpoint pens, note pads, etc., are generally exempt.)
- \* **Use of Liquor or Narcotics:** No employee shall use or possess liquor or narcotics on the job, nor shall any employee report to work under the influence of liquor or narcotics. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, as that term is defined in state and federal law, in the workplace or at any school-related event is prohibited. (See Chapter VII, Section 7 of the *By-Laws and Policies of the Board of Education* for more information.)
- \* **Use of District Equipment:** District equipment, supplies, and facilities shall not be utilized for personal use by employees of the District.

- \* Reporting to Work: Employees are to be at their work areas at the time their work day begins. Habitual tardiness will not be permitted. Falsification of time and attendance records shall be cause for dismissal.

### **ADMINISTRATIVE ACTION**

The administration shall utilize proper procedures for handling cases of employee misconduct. Administrative actions for these cases may include, but are not limited to, verbal warnings, letters of reprimand, letters of warning, suspension with or without pay, demotion, or dismissal. Employees will be provided with a written summary of all administrative action.

### **SUSPENSION**

The Superintendent of Schools may suspend an employee for just cause, subject to later action by the Board of Education.

# **TERMS OF EMPLOYMENT**

## **DEFINITION OF WORK YEAR**

Standard contracts for classified employees cover periods of time ranging from nine months to twelve months. The beginning and ending days of those contracts are as follows:

**NINE MONTHS:** One week (5 working days) less the 185 days teachers are on-duty. (180 days of work)

**9.25 MONTHS:** The 185 days teachers are on contract. (185 days of work)

**NINE AND ONE-HALF MONTHS:** One week (5 working days) beyond the 185 days teachers are on-duty. (190 days of work)

**TEN MONTHS:** Three weeks (15 working days) beyond the 185 days teachers are on-duty. For example, the starting date can be two weeks prior to the date teachers report for duty with the ending date one week after the last day teachers are under contract, or one week prior to the date teachers report for duty with two weeks after the last day teachers are on duty. (200 days of work)

**TWELVE MONTHS:** From the first day of July each year through the last day of June, minus District calendar holidays and vacation time.

Specific starting dates and ending dates for less than twelve-month assignments will be determined by the supervising administrator.

## **DEFINITION OF WORK MONTH**

For classified employees, the “work month” shall extend from the first day of one month until the last day of that month. Part-time employees’ paychecks will reflect how much they have earned during the previous month, along with absences taken during that period of time. A full-time employee is paid equal annualized amounts each month (with the exceptions of docks and overtime); docks, sick leave, etc., are figured from the first day of the month to the last day of that month and will be reflected on the following month’s paycheck. Any overtime earned during a month will be reflected in the next month’s paycheck, also.

## **DEFINITIONS OF WORK DAY AND WORK WEEK**

The numbers of hours which constitute a full-time “regular work day” and a full-time “regular work week” for each employee group are as follows:

	<b>WORK DAY</b>	<b>WORK WEEK</b>
Secretaries and Bookkeepers	7.5*	37
Paraprofessionals and Clerical Aides	7.0	35
Custodians, Maintenance Personnel	8.0	40
Transportation Personnel	8.0	40
Kitchen Managers	7.0	35
Cook/Cashiers	6.0	30
Head Cooks and Cooks	5.5	27.5

\* On Fridays, the work day is 7 hours. When teachers are not on duty, the work day is 6 hours.

The specific hours an employee is to work will be determined by the employee's supervisor.

The work week, for purposes of recordkeeping, shall extend from midnight (12:00 a.m.) Monday morning through midnight the following Sunday night.

### **OVERTIME**

It is an expectation that classified staff only work the hours they are contracted to work. Any deviation from this must be approved ahead of time with the employee's building principal or supervisor.

Hours worked in excess of 40 hours per week will be compensated at one-and-a-half (1.5) times the employee's regular hourly rate. Employees whose work week is less than 40 hours will be paid their regular rates for overtime hours less than 40. When these employees exceed 40 hours, they will be compensated at one-and-a-half (1.5) times their regular rate for the excess hours over 40.

Employees who work for the District in more than one job will have all hours worked considered in determining whether or not overtime is to be paid. When the total number of hours for these employees exceeds 40, the overtime pay will be calculated by using a "weighted-average formula" which takes into account both the number of hours worked in each job and the rates at which each job is paid.

"Hours worked", for the purposes of overtime calculations, means hours the employee is physically present on the job. Any hours attributable to leave time (vacation, sick days, etc.) will not be counted toward the 40 hours required for time-and-a-half to be paid. Example: A custodian takes a sick day on Wednesday and works four additional hours on Saturday. The custodian is paid for a full week, plus an extra four hours at his/her regular rate.

### **WEEKEND AND HOLIDAY PAY**

If an employee is called out to work on a weekend or a school calendar holiday, the employee may be given a minimum of two consecutive hours of work and two hours pay, regardless how long the work takes.

If an employee is called out to work during a day designated as a holiday by the District which is also a federal holiday, the employee will be paid time-and-a-half for the time worked on that day

regardless of the number of hours worked that week. However, if a school (or the District) is making up a snow day (or other closure) on a holiday, then the employees at the school (or in the District) will be paid regularly.

If an employee is scheduled or chooses to work on a weekend or chooses to work on a school calendar holiday, regular overtime rules apply.

### **TIMESHEET RULES**

Classified employees who have access to time clocks are expected to use the time clocks to record hours worked. For classified employees who do not have access to time clocks, the following guidelines are to be followed in keeping timesheets:

1. The work week, for purposes of recordkeeping, shall extend from 12:00 a.m. Monday through 11:59 p.m. Sunday.
2. Supervisors are to write the regular work hours for each employee at the top of the monthly timesheet (for employees working regular hours).
3. Each block of time worked by an employee during the day is to be recorded on the timesheet. Employees who work more than two blocks of time or who are paid at more than two different rates are to complete time sheets for each.
4. Time worked is to be recorded to the nearest minute.
5. Employees should record the time they take off for lunch and the time they resume work after lunch.
6. Both the employee and the supervisor are to sign the timesheet at the end of the pay period.
7. When the employee uses all or part of a leave day (sick, personal, or vacation), only the hours actually worked are to be recorded on the timesheet. Starting and ending times for days not worked should be recorded as zeroes.
8. The employee and the supervisor are each to keep copies of the timesheet for each pay period, and the original copy is to be forwarded to the Payroll Specialist after the last day of the pay period.

## TIME CLOCK RULES

All classified, non-exempt employees will be required to use the time clock system to track time and attendance. The following rules are to be followed:

1. Employee ID cards will be used for swiping to punch in and out on the time clocks.
2. The workweek, for purposes of recordkeeping shall extend from 12:00 a.m., Monday through 11:59 p.m., Sunday.
3. Employees who have annualized pay will receive one-twelfth of their salary each month plus or minus docks and overtime; time clocks will be used to track exceptions to the workweek, in lieu of submitting exception sheets or timesheets.
4. Employees may only punch in and out for themselves.
5. Employees must punch in and out for lunch breaks; at least 30 minutes must be taken for lunch breaks unless the employee's supervisor gives prior permission.
6. Employees who need to be gone for extended periods beyond normal break time during their work shift for various reasons (doctor appointments, personal errands, etc.) must clock out and back in or fill out a leave slip if they are not using trade time.
7. Either supervisors or the Payroll Department will be responsible for entering leave days and forgotten punches.
8. When an employee uses all or a part of a leave day (personal, sick or vacation), s/he must fill out a leave slip. Only the hours scheduled for that day and/or actually worked will be recorded on the time clock system.
9. Employees who have multiple assignments must properly punch the time clock by using the job transfer cards. These cards are available next to each time clock with instructions posted nearby.
10. At the end of the month, employees and supervisors must sign off on the system-generated timesheet, which will be printed immediately after the end of the pay period. All timesheets must be submitted to the Payroll Department by the 10th of the next month. If the 10th falls on a Saturday, timesheets will be due on the 9th; if the 10th falls on a Sunday, they will be due the 11th. If timesheets are submitted after the 10th, the time on the system will be posted as the correct time for the month. In any case, each employee must sign a timesheet each month.
11. If an employee consistently forgets to punch in or out, s/he will be subject to disciplinary action.
12. If an employee is caught punching in or out for another employee, s/he will be given a written reprimand. If it occurs a second time, s/he will be subject to additional disciplinary action, which may include termination of employment.
13. If an employee loses his/her ID badge, s/he will be issued one replacement ID. Any additional ID cards will be replaced at a cost of \$5.00 to the employee.

## **SALARIES**

Employees shall be paid according to the appropriate salary schedule. Rates-of-pay for the various classifications of personnel are determined by the Board of Education and are based on qualifications, responsibilities, and longevity in the position.

### **SALARY SCHEDULE INCREMENTS**

If the Board of Education approves salary increment increases, a twelve-month employee must have been employed prior to December 31 to receive the annual increment, and an employee on less than a twelve-month contract must have worked at least a full semester to receive the annual increment.

### **INCREMENT FOR PART-TIME SERVICE**

Part-time employees will receive a pay increment each year if the Board of Education approves salary increment increases.

An employee who moves from part-time employment to full-time employment in the same job classification (for example, paraprofessional to paraprofessional) without a break in service will receive partial credit for the part-time years of service when placement on the salary schedule is determined. Employees will have the part-time years of service multiplied by the fraction equal to the proportion of the normal work day the employee worked. If the resulting number contains a fraction, it will be rounded to the nearest whole number to determine the number of years of service for which the employee will receive credit on the salary schedule.

### **CREDIT FOR EXPERIENCE IN OTHER JOB CLASSIFICATIONS**

When a currently-employed classified employee transfers to a position in another employee group (e.g., paraprofessional to secretary; bus driver to custodian; or food service employee to transportation employee), the employee will be given one-half credit for immediately continuous years of experience as a classified employee. Experience prior to a break in service with the District does not apply. A “year” is defined as being under contract at least one-half of the standard contract year for the particular employee group during one fiscal year (July 1 to June 30). The maximum number of years of experience for which an employee may receive credit is four; thus, the maximum number of years that can be applied toward placement on the salary schedule in the new employee group is two (one-half of four). Part-time employees will have the number of transferable years multiplied by the percent of their contract to determine their placement on the salary schedule (e.g., an employee who was on a 50% contract for four years who moves to a new classification will be given  $4 \times \frac{1}{2} \times 50\%$ , or one year credit).

## **CREDIT FOR PREVIOUS EMPLOYMENT IN DISTRICT**

Employees who worked previously in the District and are rehired after a break in service will begin at Step 1.

Employees whose contracts were not renewed because the existence of their positions for the next school year was uncertain, and who are hired back into similar positions in the District within the first semester of the next school year, will be given credit for the experience prior to the contract termination.

## **WORK SCHEDULE**

The work schedule for each employee shall be determined by the employee's supervisor. This shall include tasks to be performed, time at which they are to be done, and the manner in which they are to be done. It is an expectation that classified staff only work the hours they are contracted to work. Any deviation from this must be approved ahead of time with the employee's building principal or supervisor.

## **LUNCH BREAK**

Under normal circumstances, each employee shall be given a minimum of a thirty-minute duty-free lunch break. The employee is not compensated for this time. In special situations where the employee cannot be given a minimum of thirty minutes for lunch or cannot be given a duty-free lunch, the employee will be compensated for the lunch break.

## **BREAK PERIODS**

The supervisor will define the break period or periods, if break periods are allowed.

## **BASIS FOR FRACTIONAL PAY OR DEDUCTIONS**

For the purpose of figuring fractional pay or deductions from salaries of classified personnel, the employee's hourly rate will be used.

## **PAYROLL DISTRIBUTION**

All employees shall be paid on the 20th of each month unless the 20th falls on a weekend or holiday. If this occurs, payday will be the last work day prior to the 20th.



## WITHHOLDING

FICA (Social Security and Medicare taxes) and federal income tax will be deducted from each employee's monthly paycheck. Examples of optional deductions which may be withheld from an employee's paycheck include spouse or dependent medical/dental insurance, voluntary life insurance, transfers to financial institutions, United Way donations, Section 125 flexible benefits, and tax-sheltered annuities. Any changes in withholding or optional deductions must be received by the Payroll Department no later than the 10th of the month in which the change is to be made.

## WYOMING RETIREMENT

The District presently pays 14.32% of the employee's salary to Wyoming Retirement System for all regularly employed personnel. The employee pays 2.305% of their salary to Wyoming Retirement System. The District does not pay Retirement System premiums on employees who are school district students.

## FRINGE BENEFITS

Classified employees are eligible to receive retirement benefits and to participate in the District's medical/dental and life insurance plans if they are contracted to work at least 20 hours per week in regular, contract positions (employees working more than one regular position will have all hours worked in determining eligibility. NOTE: Substituting does not count toward total hours nor does employment in seasonal positions, such as coaching or summer jobs). The Board of Education will annually determine the amount the District will contribute toward the employees' premiums.

The District will pay the some of the cost of medical/dental and life insurance for each classified employee who works at least 25 hours per week in regular positions. The District will pay approximately one-half of what is paid for the premiums for full-time employees for medical/dental insurance for employees working between 20 and 24.5 hours per week. Employees working less than 20 hours per week are not eligible to participate in the medical/dental insurance and life insurance plans. The following is a summary of fringe benefits for qualifying employees.

- |                                  |   |
|----------------------------------|---|
| <b>Medical/Dental Insurance:</b> | District pays a portion of the cost of health insurance premium and the dental insurance premium. Employee may add dependents at a cost established by the Board.   |
| <b>Life Insurance:</b>           | District pays the premiums on two policies on employees. The first is associated with the health insurance program and is a \$20,000 term policy. The second is a term policy which provides a benefit equal to double the employee's base salary (excluding extra-duty, overtime, etc.), rounded to the next lowest \$1,000. |
| <b>Retirement:</b>               | The District presently pays 14.32% of the employee's salary to Wyoming Retirement System. The employee pays 2.305% of their salary to Wyoming Retirement System. This is subject to change at any time. Note: If you have been covered under a retirement system  |

in another state or by the federal government, you may be eligible to purchase up to five years credit from the Wyoming Retirement System. This may only be done within four years of becoming a contributing member of the Wyoming Retirement System.

**Social Security and Medicare:** District pays its share of FICA (7.65%) and Medicare (1.45%) taxes (total of 7.65% of employee's salary).

**Sick Leave:** 9-month employees get 6 days of sick leave, 10-month employees get 7 days, and 12-month employees get 9 days, accumulative to the number of days of the contract (i.e., nine-month employees may accumulate 185 days).

**Personal Leave:** 5 days per year of personal leave. Unused personal leave may accrue or may become sick leave.

**Vacation Leave:** See page 20 (only 12-month employees qualify for vacation leave).

**Professional Leave:** District has an excellent professional leave policy, and many employees make use of this leave.

To qualify for District-paid insurance benefits, classified employees must work:  
20-24.5 hours per week for 50%-paid benefits;  
25 or more hours per week for 100%-paid benefits.

Multiple jobs in the District are considered in determining total hours per week.

### ***GROUP MEDICAL/DENTAL INSURANCE***

Albany County School District One pays a specified amount toward the premium for dental and health insurance for qualifying employees. If a qualifying employee wishes to have his/her spouse and/or children covered by the group medical/dental plan, the employee should notify the Payroll Department. An amount established by the Board of Education for this coverage will be deducted from the employee's monthly paycheck. For a detailed description of the cost and coverage of the available programs, see the Payroll Department personnel.

### ***LIFE INSURANCE***

Albany County School District One pays the premium for term life insurance for each qualifying employee. The insurance provides for a benefit roughly equal to twice the employee's base salary (excluding extra-duty, overtime, etc.) and for dependent life insurance to \$1000. In addition, there is a \$20,000 term life insurance policy on each employee covered under the District's medical/dental insurance program.

### ***VOLUNTARY LIFE INSURANCE***

Employees of the District may apply for up to an additional \$300,000 worth of voluntary term life insurance at their own expense. Employees also may apply for additional voluntary term life insurance for their children and spouses at the employees' expense. During December of each year, current employees will be provided information on the program and application forms.

New employees have thirty days from the date of hire to apply for this insurance. For more information, contact the Payroll Specialist.

### ***TAX-SHELTERED PLANS***

Employees of the District are eligible to contribute to one or more tax-sheltered plans (403b) through payroll deduction. A listing of participating companies and applications are available in the Payroll Department office. Employees may also participate in the 457 deferred compensation plan (a tax-sheltered plan) through the Wyoming Retirement System.

### ***WORKERS' COMPENSATION***

Albany County School District One carries Workers' Compensation to pay costs and benefits in connection with accidents or covered occupational diseases to eligible employees who are injured or become ill (due to problems caused in the workplace) while on duty. When an employee is injured on the job, s/he must *immediately* contact his/her supervisor (principal, foreman, etc.). The employee must complete the Workers' Comp claim form as soon as feasible and submit to the supervisor for signature; the supervisor then forwards the claim form to the administration office. The supervisor is required to complete a District accident report form, also.

In the event an injury renders an employee incapable of completing the information, the supervisor will complete the form for the employee.

*Note: Wyoming state law requires that Workers' Comp claims be filed within 10 days of the injury in order to be eligible for coverage.*

Employees covered by Workers' Compensation include maintenance, operations, and transportation personnel (except secretaries and clerical staff); food service personnel; art teachers; nurses; industrial arts teachers (except CAD); family and consumer science teachers; vocational agriculture teachers; CNA instructors; and special education paraprofessionals. No other positions in the District are covered by Workers' Compensation.

For more information on Workers' Comp, contact the Payroll Specialist and/or see the *By-Laws and Policies of the Board of Education*, Chapter VII, Section 3 (a). For employees not eligible for Workers' Comp who are injured on the job, please see page 23, "On-the-Job Injury Leave".

### **PHYSICAL EXAMS**

Physical examinations are required for all bus drivers upon initial employment and every two years thereafter. A specified amount, to be determined by the Board of Education, of the cost of the physical examination will be paid by the District.

### **DEATH OF EMPLOYEE**

Upon the death of an employee, the employee's earnings will be paid to the employee's beneficiary.

## **PROMOTION TO HIGHER CLASSIFICATION**

A full-time employee who is promoted to a higher classification within the same department shall move straight across on the salary schedule, remaining on the same step as before the promotion.

## **TEMPORARY TRANSFER TO HIGHER CLASSIFICATION**

A permanent employee who is temporarily transferred to a higher classification shall receive the greater of an additional 10% of the employee's present salary or the rate-of-pay of the first step of the classification of the assumed position if s/he works at least twenty consecutive days in the position. Employees working at least twenty consecutive days in a higher classification will be paid at the higher rate retroactive to the first day of working the new job. Upon completion of the temporary assignment, the employee will return to the former classification and rate-of-pay.

## **CHANGE IN STATUS**

Employees who have the following changes must see the Payroll Specialist to complete the necessary paperwork:

1. Name change (insurance, W-4, I-9, and retirement forms)
2. Beneficiary change (retirement form and life insurance form)
3. Number of dependents (W-4 form)
4. Marital status (retirement and W-4 forms)
5. Change of address.

## **VACATIONS**

Employees on twelve-month contracts qualify for vacation leave. Vacation time will accrue by the month on an on-going basis. For example, a newly-hired employee eligible for vacation leave will accrue one-twelfth of ten days for each month worked. Therefore, an employee receiving ten days of vacation per year will accrue 0.8334 days for each month worked. After ten months of work, the employee will have accrued 8.334 days of vacation. After twelve months of work, the employee will have accrued 10 days. The number of days of accrued vacation leave will be recorded on the monthly pay stub of the employee. Employment anniversary dates will be used as the dates accrual rates are changed.

If an employee starts work on other than the first day of the month, the vacation time for that first month will be prorated. For example, if an employee works 10 days in the first month of work and there are 21 work days in the month, the employee will receive the following vacation day credit:  $10/21 = .4762$  times  $.8334$  vacation days equals  $.3969$  vacation days for that month. The same procedure will be used when an employee terminates employment with the District.

Supervisors and employees are directed not to allow vacation days to accumulate more than one year's allotment. For example, if an employee has worked for the District for three years and is entitled to two weeks of vacation, the number of days of accumulated vacation time should not exceed ten days at any one time. It is the responsibility of both the employee and the supervisor to schedule vacation time so that this does not occur. There may be cases in which employees

are unable to take vacation because of extenuating circumstances. If this is the case, the supervisor should notify Payroll personnel and inform them of the exception. The accumulated vacation days beyond the number allowed should be taken as soon as practical.

Employees on twelve-month contracts are provided vacation time per the following schedule:

<u>BEGINNING YEARS OF SERVICE</u>	<u>NUMBER OF DAYS OF VACATION/YR.</u>	<u>NO. DAYS VACATION EARNED/MONTH</u>
0-5	10	0.8334
6-10	15	1.2500
11-20	20	1.6667
21 or more	25	2.0833

The dates for vacation usage are subject to approval by the immediate supervisor. There will be no pay in lieu of vacation.

Half-days of vacation may be taken, but no other fraction of a vacation day will be allowed. For example, an employee may take a half-day of vacation but may not take one-fourth or three-fourths of a day.

When a regular employee whose work year is less than twelve months is changed to a twelve-month position, the employee will receive credit for all years of service in the system in determining the number of vacation days accruing per year.

When an employee moves from one twelve-month position to another, the full-time or regular part-time years of experience in the former position will count fully in determining vacation accrual rate in the new position.

An employee who terminates employment with the District, voluntarily or involuntarily, will receive payment for unused vacation at his/her regular rate-of-pay in the regular monthly payroll following the month of termination.

## **LEAVE POLICIES**

The following are summaries of each of the leave policies. For further information, please consult the District's *BY-LAWS AND POLICIES OF THE BOARD OF EDUCATION*, Chapter VII, Section 4.

### ***SICK LEAVE***

Sick leave is defined to include illness of the employee or serious illness requiring bedside or household attention by the employee for spouse, child, son-in-law, daughter-in-law, parents (or foster parents) mother-in-law, father-in-law, grandfather, grandmother, grandchild, sibling, or any other member of the immediate household.

Sick leave shall also include temporary disability due to pregnancy, as verified by a physician's statement.

Nine-month employees will receive six days of sick leave per year; 10-month employees will receive seven days of sick leave per year; and 12-month employees will receive nine days of sick

leave per year. (Note: Personnel who are not scheduled to work each day will have their sick leave allocation prorated.) Unused sick leave may accumulate up to a maximum of 180 days for 9-month employees, 200 days for 10-month employees, and 240 days for 12-month employees.

When an employee terminates employment with the school district, the employee shall be entitled to payment (at a rate established by the Board of Education) for each unused day of accumulated sick leave at the effective date of the termination, if the employee has accumulated fifteen or more days of sick leave. The maximum number of days which will be paid is 180 days for nine-month employees (185 for teachers), 200 days for ten-month employees, and 240 days for twelve-month employees.

Current employees who have accumulated more than the maximum number of sick leave days (as defined in the previous paragraph) will be paid for sick leave days over the maximum in the first paycheck of each fiscal year. The rate-of-pay for those days will be the same as the rate paid for unused sick leave days when employees terminate employment with the District.

For regular part-time employees, the sick-leave entitlement shall be directly proportionate to the length of the work day and year.

An employee may be required to furnish satisfactory medical proof of illness or disability or ability to return to work.

An employee may use up to two days of sick leave for the birth of his/her grandchild.

### ***SHORT PERIODS OF LEAVE***

Classified staff which need to be gone for routine appointments such as a visit to the optometrist or dentist or something similar may clock out when leaving for their appointment and then clock back in when they return so long as their principal/supervisor determines job responsibilities can be covered without hiring a substitute.

Should the classified employee need to be gone longer than 90 minutes, or should the principal/supervisor feel it would be necessary to hire a substitute to cover job responsibilities then the employee will need to take a ½ day sick, personal, or vacation leave.

The principal/supervisor may allow the classified employee to “make up” time missed while the employee was gone to a routine appointment. This may only happen if the types of duties the employee normally performs are able to be performed during the time the employee is working to “make up” time missed. The principal/supervisor makes this determination not the employee.

### ***EXTENDED SICK LEAVE***

After sick-leave and personal leave accumulations are exhausted, the employee will receive his/her regular salary, less the amount of the cost of less the employee’s substitute or the current District minimum hourly wage for that job classification if there is no substitute needed, adjusted to the employee’s regular work day, for each day's absence until s/he returns to regular duty, or until the end of the contract year in which his/her sick and personal leave are exhausted, whichever comes first.

When the sick leave accumulation is exhausted, the employee shall be required to furnish a physician’s statement verifying illness or disability before becoming eligible for extended sick leave. When the employee on extended sick leave plans to return to work, s/he must submit a

physician's statement certifying that the employee is capable of performing his/her duties as assigned in the District. If the physician will not certify that the person is capable of performing his/her duties as assigned in the District, then this will be grounds for dismissal.

Any employee in this phase of sick leave must provide the District with monthly medical reports from a physician regarding the employee's capability of performing the duties assigned to him/her by the District. At any time during the above process, the District has the right to request examination of an employee by an independent physician.

### ***SICK LEAVE TRANSFER***

An employee may give one or more of his/her accumulated sick leave days to another classified employee. Please see the *By-Laws and Policies of the Board of Education* for details.

### ***BEREAVEMENT LEAVE***

Leave for not more than three days without loss of pay or accumulated paid leave may be granted to an employee in the event of the death of the employee's spouse or the employee's or employee's spouse's child, parent (or foster parent), sibling, grandchild, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or any member of the employee's immediate household. If more than three days are needed, the employee's immediate supervisor may grant the necessary days. These additional days will be deducted from the employee's sick-leave account.

When an employee contacts the immediate supervisor to request using bereavement leave, the time used for leave must be justified by the employee's need to travel, to make funeral arrangements, to satisfy legal obligations, and/or time for bereavement.

An employee may be granted a half-day of leave without loss of compensation or accumulated paid leave for the purpose of attending the services and/or the funeral of an acquaintance. If a full day is needed to attend the services and/or funeral, then the employee will be charged a half-day of sick leave. Leave to attend the services and/or funeral of an acquaintance shall be at the discretion of the employee's immediate supervisor.

### ***JURY SERVICE***

Employees of the District may be excused for jury duty with no jeopardy to their employment or compensation. Substitutes, when necessary, for employees on jury duty will be obtained in the usual manner and will be paid by the District. Any compensation (other than for mileage or meals) for jury duty received by an employee shall be endorsed to the District if the employee was compensated by the District for that time.

### ***WITNESS LEAVE***

Personnel may be absent from work without loss of pay to give testimony in court appearances or administrative hearings if such testimony is necessary as a result of the person's employment by the District. Any compensation received by the employee shall be endorsed to the District if the employee was compensated by the District for that time.

If a person is required to testify in a case not related to his/her position in the District, the employee must use personal, vacation, or "other" leave for the absence.

If an employee is subpoenaed to testify relative to his/her position in the District, the employee must notify his/her supervisor immediately upon receipt of the subpoena.

### ***PERSONAL LEAVE***

Five days of personal leave are granted each year to all personnel. (Note: Personnel who are not scheduled to work each day will have their personal leave allocation prorated.) Unused personal-leave days may accrue to the following year, or they may be added to the employee's sick leave account at the end of the school year upon request of the employee to the Payroll Department.

The scheduling of any personal leave must be approved by the principal or immediate supervisor (and in the case of administrative personnel, by the Superintendent). If a supervisor denies the use of personal leave, s/he will provide the employee with a written explanation of why it was denied.

Personal leave shall not be used during the last two weeks of school or to extend an existing school-calendar holiday except in very important and unusual circumstances. In these cases, the leave is subject to (1) submission of the request (in writing with reasons) to the supervisor at least two weeks in advance of the requested leave day, (2) approval of the supervisor, and (3) availability of an adequate substitute. In the case of an emergency, the supervisor may waive the two-week notice.

An employee may give one or more of his/her accumulated personal leave days to another employee. Please see the *By-Laws and Policies of the Board of Education* for details.

When an employee leaves the District, s/he shall be entitled to payment for each unused day of accumulated personal leave. The rate of reimbursement for unused personal leave will be the same as the rate for unused sick leave.

### ***VACATION LEAVE (for 12-month employees)***

The scheduling of vacation leave must be approved by the employee's immediate supervisor; i.e., employees must obtain permission from their supervisors prior to being allowed to use vacation leave.

### ***OTHER LEAVE (Pay Dock)***

Personnel may be absent from work without pay for reasons that cannot be postponed to a time when they are not scheduled to work. Such leave shall be for reasons not covered in other leaves and is subject to approval by the supervisor. A leave of one semester or more is subject to approval by the supervisor and the Board of Education.

Employees who are absent under this leave will not be paid for the time they are absent from work. To determine the amount of money to be deducted for the time missed, see the section, "BASIS FOR FRACTIONAL PAY OR DEDUCTIONS".

Employees may not choose to use Pay Dock as an option if they have available personal leave or vacation leave.

### ***FAMILY AND MEDICAL LEAVE***

Employees who have worked for the District at least twelve months and who have worked at least 1,250 hours during the last twelve months are eligible for Family and Medical Leave. Employees meeting these criteria are eligible for up to twelve weeks (sixty work days) of unpaid leave-of-absence during any twelve month period for the following:



1. Birth of the employee's child;
2. Placement of a child with the employee for adoption or foster care;
3. To care for the employee's child, spouse, or parent with a serious health condition; or
4. The employee's own serious health condition which makes the employee unable to perform his/her job.

For the purposes of this policy, "an employee's child" and "son or daughter" are defined not only to include a biological or adopted child, but also a foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. An employee standing in loco parentis is so defined if the employee provides day-to-day care or financial support for the child where the employee assumes the responsibilities of a parent with regard to the child. "Child" or "son or daughter" is defined as one who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability. The District may require an employee to provide a statement defining the relationship between the employee and the "child" or "son or daughter".

"Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves: (A) Inpatient care in a hospital, hospice, or residential medical care facility; or (B) continuing treatment by a health-care provider.

Where the need for leave is foreseeable based on birth or adoption, the employee must provide the District with at least 30 days' notice before the leave begins, unless it is not possible because the birth or adoption affords less notice, in which case the employee must provide notice as is practical.

When leave is foreseeable based on planned medical treatment of a family member or for the employee's own treatment, the employee is required to give 30 days' notice, where possible, or notice as is practical, and is required to make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health-care provider.

During the time an employee is on Family and Medical Leave, the District will continue to provide, at the District's expense, coverage under the District's health/dental insurance plan, if the employee was covered under the plan prior to the employee's beginning this leave. The employee will be responsible for paying the entire life insurance premium while on this leave, if the employee was covered under the District's policy before the leave began. Any premium, such as family coverage or additional life insurance, the employee paid prior to beginning the leave will still be the employee's responsibility for payment. If the employee fails to return to the District's employment from this leave, the employee will be responsible for reimbursing the District for the cost of the health/dental premiums paid by the District for the employee during the leave, unless the employee is not returning to employment due to the continuation or onset of a serious health condition or other circumstance beyond the employee's control. If an employee cannot return to work due to medical reasons, the employee will be required to furnish certification by the health-care provider.

If a husband and wife are employed by the District, they are together entitled to a total of twelve weeks (sixty work days) of Family and Medical Leave because of birth or adoption.

If the employee has accrued paid leave (sick, personal, or vacation), the employee will be required to use all of the accrued paid leave in lieu of all or part of the twelve-week entitlement

of Family and Medical Leave. Upon using all sick leave, the employee may elect to use extended sick leave rather than being placed on the unpaid Family and Medical Leave.

The District requires that employees on this leave to furnish certification from a health-care provider at the beginning of the leave and then monthly thereafter justifying care for an ill family member or because of one's own serious health condition. The District, at its expense, may require the employee to obtain a second opinion from a health-care provider at its choosing.

While an employee is on the unpaid Family and Medical Leave, no seniority or benefits--such as sick leave or vacation leave--will accrue. The employee is also not entitled to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

Upon return to work, the employee will be restored to the same position s/he held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

The following procedures should be followed by employees who are pregnant:

1. Provide the assistant superintendent with a doctor's statement which gives the estimated date of delivery.
2. Employees are expected to work up until the time the baby is born, unless she experiences complications and the doctor submits a statement that says she will not be able to work until after the baby is born.
3. Shortly after the baby is born (normally within two weeks), a statement from the doctor is needed which says when the employee will physically be able to report to work.
4. After the baby is born, the employee may use sick leave until the date the doctor says that she is physically able to report to work or for 60 days if the employee elects to take Family and Medical Leave. If the employee runs out of sick leave, she may use "extended sick leave" or may have days transferred to her by colleagues.
5. If the employee feels that she wants to spend more time at home with the baby after the need for medical care has been satisfied or after the end of the 60 days of Family and Medical Leave, she may request "other" leave (dock leave) from her supervisor.

Note: Please see the *By-Laws and Policies of the Board of Education* for additional information about FMLA.

### ***MILITARY LEAVE***

See the *By-Laws and Policies of the Board of Education* for information about leave for training or active service for employees who are in the National Guard or in military reserve.

### ***ON-THE-JOB INJURY LEAVE***

When an employee who is *not* covered by Wyoming Workers' Compensation is injured while fulfilling job responsibilities for Albany County School District One, any absences from work as a result of the injury will not result in a reduction of the employee's sick leave account provided that the following occur and within the parameters defined below:

- a. The employee completes an “Accident Report Form” within two work days of sustaining the injury (unless incapacitated, in which case the form should be completed as soon as the employee is able) and submits it to his/her supervisor, who, in turn, will submit the report to the Assistant Superintendent for Personnel. (Failure to file a claim within the timeframe specified here will result in the policy’s not being applied until the date the completed form is received by the supervisor). By signing the form, the employee is providing a release which authorizes the District to obtain records and/or information from prior or current health care providers;
- b. The District verifies that the injury was a result of performance of job duties; and
- c. A physician verifies that the employee may not go to work as a result of the job-sustained injury.

After reviewing the “Accident Report Form” and any other relevant information, the Assistant Superintendent will determine whether or not the employee is entitled to leave under this policy. If the Assistant Superintendent disapproves the request for leave, the employee may appeal the ruling to the District’s Safety Committee. An appeal of the Safety Committee’s decision may be made to the Board of Education.

For the purpose of this policy, “on the job” means the employee is on District property or in transit between District properties during the employee’s work day as s/he performs his/her job responsibilities. “On the job” also includes an employee’s travel for and performance of duties at required school-sponsored activities (such as athletic events or field trips). “On the job” does not include transportation to or from work or participation at social or recreational events or any other event which the employee has no duty to attend.

This policy will not apply to employees injured at work who sustain or prolong injuries through the natural aging process, normal activities of day-to-day living, intoxication by alcohol or drugs, or any unreasonable conduct in which a prudent individual would not engage. Aggravation of pre-existing conditions will also not be covered by this policy. This policy shall not cover any type of mental or physical illness claim resulting from exposure to illness, communicable disease, or stress-related health problems.

Any “lost wages and/or benefits” paid to an employee by a third party (such as any insurance company) for an injury resulting in an employee’s use of this policy will be reimbursed by the employee to the District equal to the amount received from the third party (up to a maximum of the actual wages and/or benefits paid by the District).

The District’s responsibility to provide leave under this policy will terminate six months from the date of the injury or at the end of the contract year, whichever is later; any absence from work after such termination will be charged to the employee’s sick leave, personal leave, or vacation leave account.

The cost of medical care or physician’s statements required by this policy shall be borne by the employee. Nothing in this policy shall be deemed to require the District to pay an employee’s medical bill, insurance premiums, co-payments, or deductibles beyond what the District would pay for the injured employee under normal sick leave.

The District may periodically require the employee to obtain documentation from the treating physician indicating the employee’s health status and/or ability to return to work. The District

may require a second opinion from a physician of the District's choice at the District's cost. A statement from a physician may be required before an employee may return to work.

Nothing in this policy shall be deemed an admission of fault by the District for any on-the-job injury or illness.

### **TIME OFF FROM DUTY/TRADE TIME**

A request from an employee to leave work during regular work hours for short periods of time within the work day for reasons not covered in previous sections is subject to approval by the supervisor. Employees will not be paid for the time they are absent for such reasons; however, where it is possible, it is permissible to "trade time" in order to compensate for short necessary absences which must occur during regular work hours. This trade-time must occur during the *same work week* (preferably the same work day) in which the absence occurred. An example would be a custodian who wishes to attend a parent-teacher conference for his/her elementary child from 1:30 to 2:15 on a Wednesday afternoon. If his/her normal work day ends at 4:00, s/he could instead work from 4:00 to 4:45 with permission of the supervisor.

The following guidelines apply to trade time:

1. Absences which result in trade time should be infrequent and for short periods of time.
2. If an employee wishes to use trade time for a short absence, s/he must obtain approval from the supervisor.
3. If supervisors give permission for trade time, it should only be for substantial reasons.
4. Time traded must be within the same work week.

### **ABSENCE FROM WORK**

When an employee is unable to report to work, s/he should notify his/her supervisor at the earliest possible time so that a substitute can be found.

### **RETURN TO WORK FROM ABSENCE**

A supervisor may require a physician's statement that an employee is physically and/or emotionally capable of returning to the employee's regular work duties after an absence due to illness or accident.

# **MISCELLANEOUS**

## **GRIEVANCE PROCEDURES**

Communications, suggestions, and complaints from district-employed personnel shall follow appropriate channels--that is, those related to the employee's regular assignment. In those instances where satisfactory adjustments cannot be made by the immediate supervisor, the matter may be taken up with the superintendent or his/her designee. If the matter cannot be satisfactorily resolved with this step, the employee may submit the matter to the Board of Education. The Board of Education may refer the matter to its designee. If at all possible, the matter must be in writing when presented to the Board of Education and must be submitted to the Board at least seven days in advance of the date set by the Board for consideration. The employee is entitled to be accompanied by someone at the meeting. The superintendent (or his/her designee) and the Board (or his/her designee) may request the presence of other persons at the meetings.

A complaint (or grievance) is defined as relating to interpretation, application, or enforcement of contract, law, or school board policy.

The employee having a complaint may present the complaint to his/her immediate supervisor within 15 calendar days after the employee has actual knowledge of the occurrence. The immediate supervisor and the employee shall attempt to resolve the problem at this conference. If the problem is not resolved within five work days, the matter may be presented to the Superintendent of Schools.

The employee, immediate supervisor, and the Superintendent of Schools (or his/her designee) shall attempt to resolve the complaint within ten school calendar days. If the complaint is not resolved, the employee, within five school calendar days, may request a meeting with the Board of Education. The Board of Education shall determine when it will meet with the employee to attempt to resolve the complaint. The Board of Education shall inform the employee regarding its decision. If a complaint is submitted in writing at any level, the response shall be in writing.

## **IN-SERVICE EDUCATION AND PROFESSIONAL LEAVE**

Employees are expected to attend and participate in workshops, conferences, and meetings sponsored by the District. The District organizes these activities to help employees improve the performance of their jobs and to enhance their professional growth. Some of the activities will be scheduled during normal working hours, and some will be after normal working hours.

Classified employees who wish to attend out-of-district workshops or meetings during a work day must obtain their supervisor's permission. Attendance at approved meetings or workshops will normally be permitted without loss of pay. Normal expenses may be paid by the District.

## **MEET-AND-CONFER/INTEREST-BASED PROBLEM-SOLVING**

Representatives from each of the eight employee groups (teachers; administrators; technology; food service; maintenance, operations, and transportation; building level administrative assistants; central office administrative assistants; and paraprofessionals) may annually meet with representatives of the Board of Education to discuss non-money items, salaries, and fringe benefits. Each group selects two or three representatives to present its requests and proposals to the Board's representatives. After the Board reaches a tentative decision on salaries and benefits, each group may request one more meeting with the Board.

The Board of Education makes the final decision regarding salaries and fringe benefits.

## **PERSONNEL FILE**

Each employee has a personnel file in the central office. Items contained in the file include contracts, evaluations, the employee's application, and other relevant information.

An employee wishing to review the contents of his/her file should contact the Human Resources Office.

## **SAFETY**

The school district will furnish all equipment required for personal safety of its employees. Every employee is expected to accept safety and accident prevention as an integral part of the employee's job assignment. Each employee should observe and report safety hazards to the immediate supervisor.

An employee shall have the right to refuse to carry out an order that is hazardous to the employee or to other people. When such a circumstance arises, the appropriate supervisor shall immediately review the alleged hazard.

Employees may be requested to search for explosives on or around school property when bomb threats are received; however, they will not be required to do so.

Each maintenance and operations and 12-month transportation employee is given a copy of the District's Maintenance and Operations safety handbook and is expected to know and comply with the information in it.

## **TRAVEL EXPENSES**

When an employee must use his/her car to take a trip authorized by the District, the supervisor may authorize reimbursement to the employee for the use of the vehicle. The rate of reimbursement is established by the Board of Education. Other expenses (if approved by the supervisor for reimbursement)--such as motel, meals, etc.--should be itemized on the form titled, "SUMMARY OF TRAVEL EXPENDITURES". This form should be submitted to the employee's supervisor for approval. Original receipts for these expenses *must* be submitted with this form in order to be reimbursed by the District.

## **SUPERVISORY CONFERENCES**

Any employee asked to meet with supervisory and/or administrative personnel to discuss performance, job requirements, or personnel problems may request the presence of another person, time permitting, without reprisal to either the employee or the other person.

## **COMMUNICABLE DISEASES**

Employment opportunities for employees who are infected with a communicable disease, such as Human Immunodeficiency Virus or Hepatitis B Virus, shall be protected. Having a communicable disease shall not be, in and of itself, a restriction to employment. The individual with a communicable disease shall be treated as any other employee with a disability. Adaptations, accommodations, or restrictions may be made on a case by case basis. It is the responsibility of county and state health officers and/or physicians to notify proper authorities of the existence of a communicable disease. Follow-up by the school district is under the guidance of the State Health Department, the Albany County Public Health Officer, and/or the individual physician.

Employees are provided with training in the handling and clean-up of body fluids following the guidelines of the Albany County School District One Exposure Control Plan. Prevention of exposure-incidents and safety of employees is a priority.

Confidentiality regarding any communicable disease shall be maintained. Disease status is not disclosed to any third party without the consent of the employee. Records containing this information are kept separate from other employee records. The rights of the individual to privacy must be assured at all times.

## **SEXUAL HARASSMENT AND DISCRIMINATION**

Albany County School District One will neither condone nor tolerate sexual harassment or discrimination against students, employees, or applicants. Employees who engage in conduct which is sexually harassing or who contribute to a hostile, oppressive, intimidating, or offensive work environment will be subject to disciplinary action, which may include dismissal.

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

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The following list illustrates some examples of conduct which may constitute sexual harassment:

1. Making unwanted sexual advances;
2. Making threatening reprisals after a negative response to sexual advances;
3. Offering employment benefits in exchange for sexual favors;
4. Visual conduct such as leering, making sexual gestures, or displaying sexually-suggestive objects, pictures, cartoons, or posters;
5. Verbal conduct such as making derogatory comments, epithets, slurs, or jokes related to a person's sexuality; making unwanted verbal sexual propositions; graphic verbal commentary about an individual's body; using sexually-degrading words to describe an individual; sending suggestive or obscene letters, notes, or invitations; and
6. Physical conduct such as assault, touching, or impeding or blocking one's movement.

Applicants and employees are requested to promptly report any instance of alleged or potential harassment. All complaints of sexual harassment will be investigated in a manner which protects the complainant and maintains the individual's confidentiality to the greatest extent possible. The following steps will be followed in the reporting and investigating of sexual harassment:

1. Complaints of sexual harassment should be made to the employee's supervisor, the Assistant Superintendent for Personnel, or the Superintendent of Schools. Employees may have another person present when making such complaint.
2. The supervisor, the Assistant Superintendent, or the Superintendent of Schools will investigate the complaint and cause or recommend immediate and appropriate corrective action to be taken.
3. Information about the investigation and the results will be shared with the complainant.
4. A report will be filed with superintendent of schools summarizing the complaint and the action taken.

Any District employee who is found to have engaged in sexual harassment will be subject to disciplinary action, which may include termination of employment.

Bad-faith allegations or use of this policy for purposes unrelated to its clear intent is prohibited.

Any employee who is subjected to sexual harassment at work by non-employees (e.g., salesmen, repairmen, volunteers) should report the incident immediately to his/her supervisor or the Assistant Superintendent.

Albany County School District One will neither condone nor tolerate sexual harassment or discrimination of students by employees, other students, or non-employees. Any employee who engages in sexual harassment of students will be subject to disciplinary action.



For additional information, please see Chapter VIII, Section 13 and 14 of the *By-Laws and Policies of the Board of Education*.

## **STUDENT HARASSMENT, INTIMIDATION, OR BULLYING**

Most classified employees have the opportunity to observe student behavior on a daily basis. As a result, it is important that they know what types of behavior are unacceptable. When those behaviors are observed, it is imperative that the classified employee put a stop to the behavior and/or report the behavior to the student's classroom teacher and/or principal. The following is information from the District's bullying policy:

Albany County School District One (ACSD) is committed to a safe and civil educational environment for all students, employees, volunteers, and patrons free from harassment, intimidation, or bullying. Albany County School District One prohibits harassment, intimidation or bullying of students at school. "Harassment, intimidation, or bullying" is defined as any intentional gesture, or any intentional electronic communication, or any intentional written, verbal or physical act initiated, occurring or received at school that a reasonable person under the circumstances should know will have the effect of:

- Harming a student physically or emotionally, damaging a student's property, or placing a student in reasonable fear of personal harm or property damage;
- Insulting or demeaning a student or group of students, causing substantial disruption in, or substantial interference with, the orderly operation of the schools; or
- Creating an intimidating, threatening or abusive educational environment for a student or group of students through sufficiently severe, persistent, or pervasive behavior." (W.S. 21-4-312).

Harassment, intimidation or bullying can take many forms including: Slurs, rumors, jokes, innuendos, demeaning comments, drawings, cartoons, pranks, gestures, physical attacks, threats, or other written, oral or physical actions. "Intentional acts" refers to the individual's choice to engage in the act rather than the ultimate impact of the action(s). "School" includes a classroom or other location 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 child (21-4-311 (a)(i)(C)(ii)).

Anyone may initiate either the informal or formal complaint process to report and resolve complaints of harassment, intimidation or bullying. Such complaints will be appropriately investigated and handled consistent with ACSD policy. In cases where students desire anonymity to report danger or problems, they may call the state's school safety tip line at 1-800-78-CRIME. The district's complete policy can be accessed on the district's website at [www.acsd1.org](http://www.acsd1.org), School Board Policies Link, Chapter 6, Section 38.

## **SMOKING/USE OF TOBACCO PRODUCTS**

The use of tobacco products by employees, patrons, and other non-students in buildings, vehicles, or on property owned or operated by the District is prohibited at all times.

## **DRUG AND ALCOHOL TESTING FOR BUS DRIVERS**

The District complies with the federal Omnibus Transportation Employee Testing Act. As a result, all applicants recommended to be hired as bus drivers are required to be tested for drug use. In addition, a number of bus drivers equal to 50% of the total drivers in the District must be randomly tested during the year for drug use, and 25% must be tested for alcohol use. For more information, please see Chapter VII, Section 8, of the *By-Laws and Policies of the Board of Education*.

## **BUS DRIVERS' LICENSURE REQUIREMENTS**

Bus drivers must be required to hold a CDL (commercial drivers' license) and an "S" endorsement on the license. *Any* suspension of a bus driver's license (either CDL or regular) will result in a recommendation for termination of the driver's employment. If a bus driver is convicted of two serious traffic violations (as defined by Wyoming Statute 31-5-229) within a three-year period (either driving a bus, support vehicle, or personal vehicle), it will be recommended that the employment of the driver be terminated. If a driver has one serious traffic violation, the employment of the driver may be terminated. If a driver is convicted of any one of the following, it will be recommended that the driver's employment be terminated: Leaving the scene of an accident in any vehicle; a DUI; using a vehicle in the commission of a felony; refusal to submit to a test to determine the driver's alcohol concentration while driving or in actual physical control of a motor vehicle; having a blood alcohol content level of .04 while driving; causing a fatality through the negligent operation of a commercial vehicle; or any other similar reason.

Any bus driver who is convicted of violating any state or federal law or local ordinance relating to motor vehicle traffic control shall notify the Transportation Director within two work days of the conviction.

Any bus driver whose driver's license is suspended, revoked, or canceled or is otherwise disqualified from driving for any period of time shall notify the Transportation Director before the end of the business day following the day the driver received notice of the action.

If the District's insurance carrier refuses to insure a driver, then the employee will be terminated from his/her bus driving responsibilities.

## **OTHER**

No employee will be threatened with loss of job during grievance procedures or for asking questions about safety, management, or personnel problems.

**This handbook is intended as a guide to assist in the efficient and professional performance of your job. You should not construe the language in this handbook to be a contract with Albany County School District One, or to contain binding terms and conditions of employment.**

**Albany County School District One can terminate your employment at any time with or without cause, and can change the contents of this handbook as it deems necessary, with or without prior notice to you.**

Note: This “disclaimer” was recommended by the Wyoming Supreme Court in the case of *Wilder vs. Cody Chamber of Commerce*.



The State of Wyoming provides Hathaway Merit and Need Scholarships for Wyoming students attending the University of Wyoming and Wyoming community colleges. Every Wyoming student who meets the merit requirements can earn a Hathaway Merit Scholarship. Contact your school counselor for more information.