

CARBON COUNTY SCHOOL DISTRICT ONE

BOARD/TEACHER/ADMINISTRATOR

ADVISORY COMMITTEE

AGREEMENT

BETWEEN
BOARD OF TRUSTEES
and
CCDOTEA

Approved by Negotiating Teams 1/13/05

Approved by CCDOTEA 1/13/05

Adopted by

Board of Trustees for Carbon County School District One 1/13/05

BOARD/TEACHER/ADMINISTRATOR ADVISORY COMMITTEE AGREEMENT

THIS BOARD/TEACHER/ADMINISTRATOR ADVISORY COMMITTEE AGREEMENT ("Agreement") is made and entered into by and between the Board of Trustees of Carbon County School District No. One (herein called the "Board" or the "District") and Carbon County School District One Teacher Education Association (herein called the "Association");

W-I-T-N-E-S-S-E-T-H

WHEREAS, the Professional Negotiations Agreement ("PN Agreement") between the Board and the Association expired as of November 30, 2005; and

WHEREAS, consistent with the terms of such Agreement, the Association had given proper notice to the Board of their desire to renew the PN Agreement; and

WHEREAS, the negotiation process between the Board and the Association for the year 2005 was not successful, resulting in the Board having to take unilateral action; and

WHEREAS, both the Board and the Association felt it necessary to make some significant changes to the PN Agreement to avoid the confrontational process which was the result of 2002 negotiations; and

WHEREAS, a new PN Agreement ("Revised PN Agreement") was negotiated between the Board Negotiating Team and the Association Negotiating Team which provided, amongst other things, that future negotiations between the Board and the Association would be accomplished through Interest Based Problem Solving using trained facilitators and negotiation representatives; and

WHEREAS, under the Revised PN Agreement, the role of the Board/Teacher/Administrator Advisory Committee ("Board-Teacher") was expanded so that a number of items previously subject to negotiations under the PN Agreement will be referred to Board-Teacher for resolution; and

WHEREAS, the parties desire to document such facts as herein set forth;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Board-Teacher. Board-Teacher shall act in accordance with Article 5 of the Revised PN Agreement which provides as follows:
 - a. A Board/Teacher/Administrator Advisory Committee shall be established for the purposes of guaranteed input to the Board of Trustees. This Advisory Committee shall meet by September 25 of each school year. It shall be the responsibility of the Superintendent or designee to arrange for the first meeting of the committee. Membership shall consist of three (3) Board members, two (2) administrators, and four

(4) teachers selected by the Association, consisting of one elementary teacher, one middle school teacher, one high school teacher, and one teacher from LSRVS.

- b. During the first meeting of the Advisory Committee, a tentative agenda of items to be discussed and meeting dates shall be formulated. Items arising at a later date may be placed on the agenda by consensus of the committee. During the first meeting, the committee will select its chair and secretary.
- c. The Advisory Committee may discuss the following policies: extended leave of absence, professional leave, sabbatical leave, supervision of professional staff, professional time schedules and planning time, channeled growth, sick leave, sick leave bank, personal leave, unavoidable absences, reduction in force (RIF), certified staff grievances, transfers and evaluation of professional staff. This Advisory Committee may also consider topics of mutual concern to the parties involved, which may include, but not be limited to, school calendar, building council, staff participation in political activities, physical protection of teachers, class size, split classes and staff development.
- d. The Advisory Committee shall at all times operate by use of open discussion and group consensus. Minutes shall be maintained and shall be submitted to the Board. This committee shall make recommendations to the Board of Trustees for action as necessary.
- e. The Association shall be responsible to keep its members advised and may vote on any of the issues discussed in the advisory committee process. The vote of the Association is non-binding pertinent to any Board action on these matters.
- f. Unresolved advisory matters may be referred for resolution by negotiation, subject to the mutual agreement of the Board Negotiation Team and the Association Negotiation Team.

2. Existing Negotiated Agreements. Consistent with the foregoing, there is attached hereto the following which were previously a part of the PN Agreement, but which will now be subject to the Board-Teacher:

Channeled Growth	Appendix A
Application for Channeled Professional Growth	Appendix A-1
Certified Professional Staff Leave and Absence	Appendix B
Reduction in Professional Staff Work Force (RIF)	Appendix C
Certified Staff Complaints and Grievances	Appendix D
Grievance Forms	Appendix D-1
Response to Grievance	Appendix D-2
Appeal of Grievance	Appendix D-3
Professional Time Schedules	Appendix E

Professional Staff Work Year

Appendix F

Professional Staff Planning Time

Appendix G

Sick Leave Bank for Certified Employees,
Rules and Regulations

Appendix H

The forgoing shall remain in effect unless and until the Board-Teacher agrees to make changes to such or until such time as the Board may take unilateral action to the change the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals through their authorized representatives on this 13th day of January, 2005.

THE BOARD OF TRUSTEES OF CARBON
COUNTY SCHOOL DISTRICT ONE

THE CARBON COUNTY DISTRICT ONE
TEACHER EDUCATION ASSOCIATION

By: _____
Chairman

By: _____
President

CARBON COUNTY SCHOOL DISTRICT ONE

POLICY – GCBA

BTAAC – Appendix A

CHANNELED GROWTH For Horizontal Movement on Salary Schedule

In its commitment to the improvement of education, the Board of Trustees of Carbon County School District One, through its Channeled Growth Policy, encourages purposeful and directed Professional Growth among certified staff to not only enhance the instructional abilities and leadership of individual employees, but also to provide support to the furthering of the adopted goals of the District.

1. Horizontal advancement on the salary schedule may occur for credit recorded on an official institutional transcript which either:
 - a. related to a teacher's current certification, endorsement, or teaching assignment
 - b. is required to attain a new endorsement, and
 - c. is determined to be commensurate with District philosophy, purposes, expectations, and goals.
2. Horizontal movement may also be granted in lanes up to BA + 30 for up to a maximum of ten (10) credits granted by the Professional Teaching Standards Board, but may not be used for advancement in any MA + lane. Those teachers who earned state department credits prior to September 1, 1989, will be eligible to apply that credit toward horizontal movement when the Board of Trustees grants such movement.
3. Application and official transcripts of quarter and semester hours completed by September 1st and necessary for horizontal movement must be received in the Office of the Superintendent of Schools on or before October 30th of the school year in which payment for new horizontal placement is to be received. Payment for revised lane placement shall be retroactive to September pay period.
Movement will be allowed at the beginning of the second semester for hours or degrees obtained during the first semester if notification of such intended action is given prior to July 1st.
4. Application for approval of hours to be completed for horizontal movement should, when possible, be made by the teacher and approved by the Superintendent prior to taking the hours.
5. In cases where prior approval is not sought, application for approval of hours to be considered for horizontal movement must be made by the teacher and approved by the Superintendent prior to October 30th of the school year for which horizontal advancement is being requested.
6. Should the teacher be dissatisfied with the decision of the Superintendent regarding approval or disapproval of hours to be considered for horizontal movement that teacher should appeal the decision to the Channeled Professional Growth Committee. (This committee exists only when there is an appeal pending.) The Channeled Professional Growth Committee shall be comprised of three certified staff members appointed by CCDOTE, (not to include the teacher whose hours were disapproved) and three administrators appointed by the Superintendent (not to include the Superintendent).
7. Approval of hours by either the Superintendent or the Channeled Professional Growth Committee shall be considered final and applicable to movement upon the completion of fifteen approved hours.

Carbon County School District One, Rawlins, Wyoming

CARBON COUNTY SCHOOL DISTRICT ONE

POLICY – GCBAE-E

BTAAC – Appendix A-1

**APPLICATION FOR APPROVAL OF HOURS
TO BE CONSIDERED FOR HORIZONTAL MOVEMENT**

In order to facilitate the process, please provide all requested information

NAME _____ DATE _____

TEACHING ASSIGNMENT _____

LOCATION _____

CERTIFICATION _____ DEGREE STATUS _____

ENDORSEMENTS _____

CURRENT PLACEMENT ON SALARY SCHEDULE _____

COURSE WORK TO BE COMPLETED

Course Number _____ Credit Hours _____

Course Title _____

Date(s) Course Will Be Taken _____

Institution From Which Class Is To Be Taken _____

Criterion Met:

- _____ Relates to current certification
- _____ Relates to current endorsement
- _____ Relates to current teaching assignment
- _____ Required to additional endorsements
- _____ Applicable to District philosophy, purposes, expectations, or goals as justified by the teacher and determined by the Superintendent

Rationale: _____

TO BE COMPLETED BY SUPERINTENDENT'S OFFICE

_____ Approved _____ Disapproved

Superintendent's Rationale: _____

Superintendent's Signature

_____ Number of Hours Approved

_____ Total Number of Current Horizontal Movement Hours

CARBON COUNTY SCHOOL DISTRICT ONE

**POLICY – GCC
BTAAC – Appendix B**

CERTIFIED PROFESSIONAL STAFF LEAVES AND ABSENCES

The Board of Trustees and certified staff believe the presence of certified teachers in the classroom is vital to the education process. Upon occasion, teachers must absent themselves from their teaching assignments. For this reason, the Board grants leave hours each year. The Board and staff expect these hours to be used responsibly.

REGULATIONS

1. Sick Leave

- a. Seventy-five (75) hours shall be granted each year for sickness of the teacher and his/her immediate family. The term “immediate family” shall be defined as wife, husband, children, grandchildren, grandparents, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, parents, foster parents, aunts, uncles nephews, and nieces of the teacher.
- b. Sick leave shall include the pursuance of checkups in order to impede illness and or any follow-up treatments for the alleviation of a condition or conditions in order of the body, mind and extremities to function normally.
- c. Sick leave will not be used for any cosmetic treatment or cosmetic surgery. The term cosmetic will be defined as beautification or aesthetic surgery to improve an individual’s appearance by surgical alteration of a physical characteristic. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.
- d. Sick leave should be construed to include death or near death in the immediate family.
- e. Sick leave shall include leave for maternity.
 - i. Maternity Leave. Rules and regulations regarding maternity leave shall follow the guidelines of the United States Office of Equal Opportunity; thus, An Employee who becomes pregnant will be allowed to continue in her duties as long as she wishes before delivery. She may return to work as soon after delivery as she desires. As with other absences, the Board reserves the right to require a doctor’s statement. Since there is no rational basis for treating pregnancy differently from other medical disabilities, the pregnant employee shall be allowed the benefits as outlined in the sick leave policy with no benefits added or subtracted.
 - ii. Parental Leave. Leave for the purpose of adopting and placement with teacher of a pre-school age child or caring for a teacher’s new-born child is available for a period not to exceed 225 hours commencing immediately on the date of receiving the adoptive child or the date of birth of a teacher’s child. All Parental Leave shall be subject to the following:
 1. The 225 hours shall be taken by first using all of the teacher’s accumulated sick leave, personal leave, school vacation days and summer vacation, which may fall within the 225 hours. Weekends and hours in excess of the teacher’s regular work day do not count within the 225 hours.
 2. Parental Leave shall only be available to the primary care giver of the new born or adoptive child. The status of primary care giver, once established, can not be changed once the leave begins.
 3. If both parents are teachers, then Parental Leave shall only be available to the parent designated as the primary care giver.
 4. No intermittent or reduced schedule leave is allowed for Parental Leave. All Parental Leave shall be taken in one single block of time.
 5. If a teacher has used all of their accrued sick leave and personal leave, school vacation days and summer vacation, the teacher may request a donation of additional days from other teachers. In order to donate sick leave, a teacher, must have 150 hours or more of accumulated sick leave. A teacher may donate up to 15 hours of sick leave in 7.5 hour increments to the teacher requesting a donation. Before requesting any donations the requesting teacher shall obtain written verification from payroll as to their eligibility. Notice of a request for donations shall be made by the teacher using school e-mail. Once the requesting teacher has received enough donated time to complete the 225 hours all further donations will be returned to the donor. (All requests for donation will be pursuant to Policy GCC-E).

6. Parental Leave as provided herein is only meant to act as a supplement to a teacher's rights pursuant to Board Policies GBGA and GBGA-R and shall in no way limit the availability of Family and Medical Leave. Any Parental Leave shall run concurrently with any available Family Medical Leave.
- f. For those teachers for whom the District is required to maintain Workers' Compensation, any absence due to injury incurred in the course of that teacher's employment, the teacher shall choose one of the following to address lost wages:
 - (a) obtain Workers' Compensation benefits; or
 - (b) use sick leave benefits and collect District wages.

Under either alternative, medical expenses shall be paid by Workers' Compensation. Workers' Compensation does not contribute to Wyoming Retirement.

- g. The administration may request evidence from the staff member that the absence was for the purpose indicated.
- h. In cases where accumulated leave has been exhausted, additional leave may be granted through the Sick Leave Bank for Certified Employees. The Rules and Regulation of the Sick Leave Bank for Certified Employees shall be as per Appendix D incorporated herewith as part of this agreement.

2. Personal Leave

- a. Fifteen (15) hours of personal leave will be allowed each teacher each year, except for Little Snake River Valley teachers who shall receive sixteen and one-half hours (16.5) of personal leave each year with the following stipulations:
 - i. Such personal leave must be requested in writing to the building principal, no more than 30 calendar days in advance, starting when the first day of school begins.
 - ii. No more than one, or ten (10%) percent of the staff of any building, may be released through personal leave on any given day.
 - iii. Personal leave shall be granted on a first-come, first-served basis. Problems arising will be resolved by the building principal, building representative, and parties requesting leave.
 - iv. Unused personal leave may be reimbursed to the teacher at a value of \$100 per 7.5 hour unused day, except for Little Snake River Valley teachers who shall be reimbursed at a value of \$100 per 8.25 hour unused day. Payment for unused days will be in full day increments only and will occur after the employee has submitted a request for such payment which request must be received by the Business Office prior to June 1st of that school year. Should no reimbursement request be made, unused personal leave will automatically accumulate as sick leave.
 - v. In the case of an emergency situation and if all hours of annual personal leave are used, the superintendent may grant additional hours from accumulated sick leave.
 - vi. If personal leave is requested in writing at least two (2) work days in advance, or in the case of emergency as approved by the superintendent, the District will pay the cost of the substitute. If personal leave is not requested at least two (2) days in advance or if the emergency leave is not approved, the teacher will be required to pay the substitute rate of pay for use of personal leave and use the personal day.

3. Unavoidable Absence

- a. In the event that a staff member is unable to be present at his/her teaching assignment due to circumstances beyond the control of that staff member, the time lost shall be deducted from the accumulated sick leave of that person. If the sick leave is exhausted, the time lost shall be deducted from the personal leave. If the personal leave has already been used, there will be no deduction of days carried forward into the next school year. In any case, the teacher will be docked for the substitute teacher's pay. In the event that the person was gone from his/her duties for a professional leave, the above provisions will not apply. The absence will be recorded as approved time off with no deductions of personal leave, sick leave or payment of substitute salaries.

- b. When all personal and sick leave have been exhausted and a staff member's absence is not deemed unavoidable by the superintendent, the employee will be docked an amount equal to the staff member's salary for one contracted day.

4. Compensation for Accumulated Sick Leave

The District will pay for accumulated sick leave upon the request of certified instructional staff members, who complete the school year and resign on or about May 15 or are released from contractual obligation by the Board of Trustees on the following basis:

Years of Experience In the District	Maximum Hours Compensated
05 thru 09	375 hours
10 thru 14	562.50 hours
15+	750 hours

Compensation will be paid at the rate of \$7.3333 for each accumulated eligible hour. The amount to be paid will be paid on a mutually acceptable payment method between employee and Board. In the event that negotiations are not completed prior to May 15, Certified Instructional Staff shall be required to resign within 5 days following the ratification of the negotiated agreement or unilateral board action in order to receive compensation for accumulated sick leave.

In case of death, the teacher's named survivor will be paid the compensation in a lump sum.

The teacher will not be eligible to participate in this program if employment is terminated for sufficient cause.

5. Leave of Absence

A leave of absence, without pay, for extended illness, for a period not to exceed one year, may be obtained with administrative approval of the Superintendent, upon written request. The employee may return to work to a vacancy without loss of seniority. Any employee who does not return to work following a leave of absence or any extension thereof will be terminated. Employees will not accrue or receive benefits for vacation, holidays, and sick leave during a leave of absence. Teacher recipients may continue to receive district health and life insurance benefits by paying full life insurance costs and the Cobra rate for health insurance.

6. Military Leave

The District Supports its employees who are members of the National Guard or United States military forces reserve or other uniformed service. The District will comply with all applicable state and federal laws pertaining to these employees. Employees of the District shall be entitled to the following leave:

- a. Training: Employees who are members of the Wyoming National Guard or United States military forces reserve are authorized a maximum of fifteen days of paid military leave per calendar year (January 1 to December 31) to attend duly authorized encampments, training cruises, or similar training programs if the need for leave cannot be postponed to a time when the employee is not required to be on-duty in the District. Employees must furnish a copy of their orders requiring them to miss work to fulfill these responsibilities. The District may require employees to furnish satisfactory proof that the leave cannot be postponed to another time. This leave is in addition to any other leave to which employees are otherwise entitled.
- b. Active Service: Employees of the District who have been employed by the District for one year and who is a member of the National Guard or any other component of the uniformed service of the state, a member of the reserve forces of the United States, or who is inducted into any uniformed service of the United States, is entitled to unpaid leave-of-absence without loss of seniority, status, vacation, sick leave, or other benefits while engaged in active military training or other uniformed service ordered by proper authority pursuant to law exceeding fifteen (15) days in any calendar year. Such leave is in addition to any other paid leave or vacation time the employees may be entitled to by

law if the required uniformed service is satisfactorily performed, which is presumed unless the contrary is established. Employees receiving orders for active service are required to submit their orders to their supervisors as soon as reasonably possible after receiving such orders. The District, in turn, will provide the employee with a notice of their rights and have the employee meet with a representative of the Payroll Department.

- i. Upon completion of the service provided in the previous paragraph, the employee shall be reinstated to the position held at the time of the entry into service or to a position of like seniority, status, and pay, if available, upon the following conditions:
 1. The position has not been abolished;
 2. The employee is not physically or mentally disabled from performing the duties of the position;
 3. The employee makes written application for reinstatement within thirty days following release from the uniformed service or within ninety (90) days after discharge from hospitalization or medical treatment which immediately follows the termination of, and results from, the service but not to exceed one year and ninety (90) days after termination of service notwithstanding hospitalization or medical treatment.
 4. The employee submits an honorable discharge or other release by proper authority indicating the uniformed service was satisfactory; and
 5. The uniformed service does not exceed five years plus any period of additional service imposed by law.
- ii. Upon complying with the aforementioned, the employee will be reinstated and begin work no later than two weeks after his/her return to Carbon County or two weeks after the receipt by the District of the application for reinstatement (see paragraph (b)(i)(3) above) whichever is later. In the event exigent circumstances exist which make adhering to this timeline difficult, the District will attempt to work with the employee to reach a reasonable solution.
- iii. Benefits and salary Upon reinstatement, the employee has the same rights with respect to accrued and future seniority, status, salary schedule placement, vacation, sick leave, and other benefits as if they had been actually employed during the time of leave.
 - a. The employee will accrue sick, personal, and vacation leave (if applicable) during his/her absence at the rate he/she would have accrued if he/she had not been on leave.
 - b. Upon return from active duty, employees will be placed on the salary schedule at the level they would have achieved if they had not entered active duty and shall have the same rights with respect to accrued and future seniority status, efficiency rating, vacation, sick leave and any other benefits as if he had actually been employed during the leave.
 - c. During absence, the District shall discontinue its share of payments for social security.
 - d. During the absence, the District shall discontinue its share of payments to the State Retirement Plan unless the employee elects to contribute to the State Retirement Plan, in which case the District will contribute its share.
 - e. During the absence, the District shall discontinue its share of payments for insurance.
 - f. Upon return to employment, the District will reinstate the employee (and dependents if previously covered and coverage

is requested) to the insurance program, without any disqualification for pre-existing conditions, as if the employee had not elected to continue coverage while he/she was on leave.

- g. The employee may continue participating in any elective insurance coverage (disability, cancer, additional life, etc.) by paying the premiums(s) of the insurance(s) while he/she is on leave. If the employee did not elect to continue this coverage while on leave, then if he/she wishes to resume the coverage upon his/her return, reinstatement will be made without any type of qualifying exams or other requirements.

Amended/Readopted by Board of Trustees 2/27/97
Amended/Readopted by CCDOTE A 3/6/97
Amended/Readopted by Board of Trustees 7/21/04
Amended/Readopted by Board of Trustees 9/11/2008
Amended/Readopted by Board of Trustees 5/28/2009
Amended/Readopted by Board of Trustees 3/25/2010

CCDOTE A 4/29/96
Revised/Readopted 9/26/96
Revised/Readopted ____/98
Revised/Readopted ____/99

CCDOTE A 4/22/97
Revised/Readopted 4/22/97
Revised/Readopted ____/99
Revised/Readopted 7/21/04
Revised/Readopted 5/28/09
Revised/Readopted 3/25/10

Carbon County School District One, Rawlins, Wyoming

CARBON COUNTY SCHOOL DISTRICT ONE

POLICY – GCQA

BTAAC – Appendix C

REDUCTION ON PROFESSIONAL STAFF WORK FORCE (Continuing Contract Status Teachers)

This policy and procedure is to be implemented when a reduction in continuing contract status (as that term is defined in the Wyoming Teacher Employment Law, hereinafter referred to as “tenure”) professional staff work force (hereinafter sometimes referred to as “continuing contract teacher”) is necessary due to (a) a decrease in enrollment which exists or is imminent and/or (b) a change in the financial condition of the School District which exists or is imminent and/or (c) a program change has occurred or should seriously be considered and/or (d) other events beyond the control of the Board.

Procedure for Reduction in Force

1. Prior to implementing a reduction in continuing contract status profession staff work force, in order to minimize the impact of involuntary staff reduction, the Board will attempt to accomplish the required reduction through natural attrition or voluntary early retirement that occurs prior to April 15. The Board will also utilize its involuntary transfer policy in order to assign continuing contract status professional staff to positions.
2. Continued contract teachers to be terminated due to the reduction in force shall receive written notice thereof.
3. If a continuing contract teacher holds a position that is to be eliminated, transfer, and/or reassignment shall be made by the Board in accordance with seniority based upon the teacher’s certification and endorsement as it exists at the time notice of termination is given. The District shall be responsible to determine seniority among continuing contract teachers using the first day of the last consecutive employment with the District as the seniority date.
4. In the event of a reduction in professional staff work force, the administration shall make known, in writing, to the continuing contract teacher who holds a position that is to be eliminated all positions held by teachers of lesser seniority for which the continuing contract teacher has certification and endorsement. The continuing contract teacher must indicate in writing to the administration at the close of the second business day following the date of notification which position the continuing contract teachers desires to assume. Failure to indicate which position the continuing contract teacher desires to assume or the rejection of all positions for which a teacher is qualified by reason of certification, endorsement and seniority shall extinguish the obligation of the District.

Terminations Due to Reduction in Force

1. The contract of a continuing contract teacher may be terminated by the Board in the following manner:
 - a. Written notice of recommendation of termination together with written reasons therefore shall be delivered in person by the Superintendent or any member of the Board or by registered or certified mail to the last known address of any such continuing contract teacher on or before April 15 of any year. Proof of such written notice together with the proof of mailing or delivery shall be kept and retained in the records of the School District.
 - b. Any continuing contract teacher shall be entitled to a hearing before the Board or hearing officer as provided in the Rules of Practice and Procedure for Hearing before the Board of Trustees of Carbon County School District #1 as may be in effect at the time written notice of a recommendation of termination is delivered. The continuing contract teacher shall be entitled to a hearing within thirty (30) days after receipt of notice of recommendation of termination

pursuant to the preceding subsection, provided that the written request for such hearing is made by the teacher to the Chairman or Clerk of the Board within ten (10) days of receipt of said notice of recommendation termination.

- c. 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.
- d. The hearings shall be conducted as provided in the Rules of Practice and Procedure of Hearings before the Board of Trustees of Carbon County School District #1 as may be in effect at the time the notice of recommendation of termination is delivered.

Recall from Termination Due to Reduction in Force

1. To be eligible for recall, the continuing contract teacher must, prior to the last day of the current school year prior to the reduction in force, make a written request to be placed on the recall list and provide the address where the continuing contract teacher may be reached at all times. Such request shall be delivered to the Office of the Superintendent, Central Administration Office, Rawlins, Wyoming. It is the continuing contract teacher's obligation to notify the Board of any changes of address.
2. The Board shall offer to the continuing contract teacher who has been terminated due to a reduction in force and possesses the most seniority, as previously defined, any position that becomes available for the ensuing or next school year after the termination has taken place and for which the continuing contract teacher was certified and endorsed at the time of notice of termination is given. If several former continuing contract teachers are of equal seniority and are certified and endorsed for a position that is available, the Board, after receiving the advice of the Superintendent, shall select the one it thinks will best fill the position. The offer shall be made by certified mail, return receipt requested, and the continuing contract teacher shall be notified that he/she must submit written acceptance within ten (10) calendar days after the date of mailing the offer. Failure to accept the offer within ten (10) calendar days of the date of mailing of the offer, or rejection of the offer, eliminates all reemployment rights of the teacher.
3. Any continuing contract teacher who is recalled to a position after having been terminated due to the reduction in force shall be placed on the salary schedule in effect at the time of recall for which the teacher is qualified with related benefits, plus those benefits accumulated prior to termination, including tenure or continuing contract status.
4. Copies of notification shall be sent to the Carbon County School District #1 Teacher Education Association (CCDOTEA).

General

1. This policy shall not be applicable to nor in any manner be permitted to interfere with or diminish the implementation of any required program for affirmative action.
2. This policy neither supersedes nor abridges any individual right guaranteed by the Wyoming Teacher Employment Law, if any such right exists.
3. This policy shall take immediate effect and shall be in full force and effect from the date of its adoption.
4. All policies or rules of the District inconsistent with this policy or its implementation are hereby repealed.

Adopted 5/26/83

CCDOTEA 04/29/96

Revised/Readopted 09/26/96

Revised/Readopted 06/27/02

CARBON COUNTY SCHOOL DISTRICT ONE

POLICY – GBK

BTAAC – Appendix D

STAFF COMPLAINTS AND GRIEVANCES

The Board of Trustees of Carbon County School District #1 recognizes the need to provide for the orderly resolution of any grievance arising out of a purported violation, interpretation or inappropriate application of school district policies or administrative rules and regulation. Any certified employee shall have the right of access to the grievance procedures adopted by the Board of Trustees on behalf of this school district.

The Board guarantees that there shall be no reprisals by the Board or any employee of the school district against the certified employee utilizing the grievance procedure or any party in interest thereto.

A. Definitions

1. Certified Employee. Any person employed by Carbon County School District #1 where said employees must be certified by the Wyoming State Department of Education to hold the position of employment.
2. Grievance. A claim by a certified staff member or group of certified employees or CCDOTEA that there has been a violation, misinterpretation or misapplication of the provision of the professional Negotiations Agreement or of the rules, procedures, administrative directives or the policies of the Board of Education or that a condition exists which jeopardizes the physical safety of employees.
3. Grievant. The certified employee who claims to be directly affected by the alleged violations.
4. Administrative Ladder of Responsibility. The building principal, the superintendent and the Board of Trustees of School District One shall constitute the ladder of responsibility.
5. Board. The Board of Trustees of Carbon County School District #1.
6. Class Action Grievance. Two or more certified employees or the CCDOTEA filing a grievance.
7. Day. Calendar contract day.
8. Party in Interest. The Grievant and supervisor.

B. Structure

1. School employees shall retain the right informally to discuss matters of concern with their supervisor(s) without filing a grievance.
2. The grievant may be represented by any person(s) of his own choosing at all levels of the procedure, limited however, to a total of two (2) representatives, one of whom may be an attorney. If either side intends to have an attorney present, written and oral notification shall be given. Notification shall be given at least three (3) work days prior to the grievance date to grievant or the grievant's immediate supervisor.
3. There shall be no additional evidence, material, allegation, or remedy submitted once a formal grievance has been filed as Level 2, provided however, that the superintendent may waive these restrictions on submission of additional evidence or material upon request of any party in interest if the superintendent determines said additional evidence or material was either not known or not available to any party in interest at the time said grievance was filed at Level 2.

C. Procedures

1. Level 1. It is the policy of the Board that disputes of any kind shall be resolved at the lowest level. Every reasonable effort will be made to settle complaints by consultation and personal conferences. Therefore, the grievant shall meet with his/her immediate supervisor to discuss and attempt to resolve the dispute.
2. Level 2. If the grievance is not resolved at Level 1, then the grievant shall notify the immediate supervisor in writing on the Grievance Form within twenty (20) working days following the alleged grievance. The written notification shall give a clear and concise statement of the alleged grievance, including the documented facts upon which the grievance is based, the issue involved, the specific section of the agreement or board rule, order or policy alleged to have been violated, and the relief sought. The supervisor shall give a written response on the Response to the Grievance from within five (5) working days.
3. Level 3. If the grievance is not resolved at Level 2, or if no written decision has been received from the supervisor within five (5) working days, the grievant may file the grievance using the Appeal of Grievance Decision form in writing to the superintendent within five (5) working days of the response at Level 2. If the superintendent does not resolve the grievance within five (5) working days, then the grievant may file the written grievance with the Board.
4. Level 4. The Board shall hear all parties to the grievance and previous levels of appeal. Deliberation shall occur with all parties present or all parties absent. A written response will be rendered by the Board within ten (10) working days.
5. Since it is important that grievance be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. In the event a grievance is filed on or after May 1 and cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits in this agreement will be reduced to that the procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable. The president, superintendent, and the grievant shall meet and establish an abbreviated timeline.
6. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file, one copy to be maintained by CCDOTEA and one by the central office. After such grievance has been resolved, no record of that grievance will be in the personnel file of any of the participants and the grievance files shall be made available only to the CCDOTEA executive committee and central office administration with the express consent of the aggrieved and knowledge of the parties in interest.

D. Time Limitations

The right of any party to proceed at any step of this grievance procedure shall be conditioned upon compliance with the time limitations and other requirements set forth in this procedure. The determinations as to whether the requirements of the procedure for adjusting grievances have been complied with shall be made by the school board.

CROSS REFS: AC* Non-discrimination/Equal Opportunity
CCB, Line and Staff Relations (establishes procedures for hearings by Superintendent and Board)

Ratified 09/17/82

Readopted 06/28/90

Revised/Readopted by CCDOTA 11/09/93

Revised/Readopted by Board of Trustees 11/09/93

Revised/Readopted by Board of Trustees 05/12/05

Carbon County School District One, Rawlins, Wyoming

CARBON COUNTY SCHOOL DISTRICT ONE

POLICY – GBK-E(1)

BTAAC – Appendix D (1)

GRIEVANCE FORM

To: _____
(Grievant's Supervisor)

Date: _____

From: _____

Building: _____

Representative: _____

Name of person against whom grievance is directed: _____

Date of alleged grievance: _____

Nature of grievance: _____

Informal discussion (date, place, persons present): _____

Relief requested: _____

Statement of facts (date, places, actions, statements. Attach additional page if needed): _____

Signature of Grievant

Signature of Representative

CARBON COUNTY SCHOOL DISTRICT ONE

POLICY GBK-E(2)

BTAAC – Appendix D (2)

RESPONSE TO THE GRIEVANCE

Level 2 – Immediate Supervisor _____
Level 3 – Superintendent _____
Level 4 - Board of Trustees _____

Date of meeting to resolve grievance: _____

Persons in attendance: _____

Terms of resolution: _____

Relief granted because: _____

Relief denied because: _____

Signature of Grievant

Date

Signature of person
against whom
grievance is directed

Signatures of Supervisor/Superintendent/Board of Trustees

Signature of Representative
Readopted by Board of Trustees 05/12/05
Carbon County School District One, Rawlins, Wyoming

Signature of Representative

CARBON COUNTY SCHOOL DISTRICT ONE

POLICY GBK-E(3)

BTAAC – Appendix D (3)

APPEAL OF GRIEVANCE DECISION

_____ Date

To: Level 3 – Superintendent _____
Level 4 – Board of Trustees _____

From: _____

Re: Grievance

Attached hereto are records of the grievance I have filed against:

_____ on _____
Name of person against whom grievance is directed Date

I hereby appeal the decision in this matter made by _____

_____ on _____
Supervisor Date

My reasons are as follows:

Signature of Grievant

Readopted by Board of Trustees 05/12/05

Carbon County School District One, Rawlins, Wyoming

CARBON COUNTY SCHOOL DISTRICT ONE

POLICY GCM

BTAAC APPENDIX E, F, G

PROFESSIONAL STAFF TIME SCHEDULES

Work Year

Initial contract teachers in a building with a five day schedule will be contracted for 187 days. Initial contract teachers in a building on a four day week will be contracted for 170 days. Continuing Contract teachers in a building with a five day schedule will be contracted for 186 days, Continuing contract teachers in a building on a four day week will be contracted for 169 days. There will be 175 days with pupil and teachers in the classroom in buildings with a five day week. Buildings with a four day week shall have 150 days with pupil and teachers in the classroom. The remaining days will be used for orientation, registration, parent-teacher conferences, teacher workdays, and professional development/committee meetings.

(Financial Impact to Change in Policy may be Advisory 06/28/90)

Time Schedules

All personnel covered by the PN Agreement in a building with a five day schedule will work a seven and one half (7.5) hour day on Monday, Tuesday, and Thursday, an eight and one half (8.5) hour day on Wednesday, and a five and one half (5.5) hour day on Friday. All personnel covered by the PN Agreement in a building with a four day schedule will work an eight and one quarter hour (8.25) day on Monday, Tuesday, Wednesday and Thursday. Friday Professional Development Days will be 7.5 hours. Teachers in buildings with a four day week will work an additional fourteen hours per month on Fridays as scheduled by the administrator..

Workday hours shall be defined as follows:

Hours in a district building available to and under the supervision of the administration; or out of a district building with approval of the administration excluding the lunch time.

Consistent with Carbon County School District One's classroom teacher job description, a teacher's responsibility is to provide opportunities for students to be successful; to promote learning by teaching students to read, write, problem solve, compute, find and analyze information and work cooperatively with others. The school district's curriculum, standards and benchmarks, and common assessments (BOE) and objectives are the focus of such instructions, with the ultimate goal to educate all students to be responsible productive citizens.

While, under the PN Agreement teachers are expected to be in their building, available to and under supervision of the administrator, or out of the building with the approval of the administrator, excluding lunch time, for the hours specified by a four or a five day building schedule.. It is recognized by both the district and the teachers that the profession of teaching cannot always be measured in hours spent in the classroom. Administrators may require staff to stay longer for critical committee work, student assistance, parent conferences, teacher planning and other educationally related activities. Such requirements will be the exception and not the rule. In deference to school safety, employees are expected to be in the school at reasonable times before and after student arrival and dismissal.

Those duties for which additional compensation will be paid has been specifically provided for in the PN Agreement. For all other duties the teacher agrees to devote such time to his teaching job as may be necessary to fulfill the expectations and job functions found in the School District's Job Description For A Classroom Teacher.

(Financial impact to change in policy may be negotiated)

Planning Time

Planning time shall mean a time during the week when the teacher is not responsible for students and can pursue individual planning needs. (This is not time before or after school or during the noon hours.)

Planning time shall be in conformance with NCA standards and in accordance to a schedule to be arranged by the building principal after consultation with staff.

It will be understood that specific circumstances may cause some deviations in planning time.

(Financial Impact to Change in Policy may be Advisory 06/28/90)

Loss of Planning Time

Teachers will provide substitute teaching services when requested by administration, but will be paid their hourly rate of pay if such additional services cause the teacher involved to lose their planning time, thereby extending their school work day. In this event, the teacher will extend their work day hours in the school building on the same day to make up the lost planning time.

Teachers will not be paid for substitute services if their school work day is not extended by virtue of such substitute services. The actual daily schedule of the school will be set by the Principal.

(Financial impact to change in policy may be negotiated)

Time for Students

All teachers will remember that planning time will normally be spent for planning. Other times that the teacher may be required to be in school as part of the basic workday are times that should be available to students and that availability will be announced by the teacher to the students so that when teachers are not in the classroom there will be a procedure by which students may have access to the needed help from the teacher. Teachers should allow time or announce times that students may obtain help pertaining to their school work.

Negotiated and Adopted 1976

Readopted 9/11/2008

Readopted 06/24/2010

Carbon County School District One, Rawlins, Wyoming

CARBON COUNTY SCHOOL DISTRICT ONE

POLICY GCK
BTAAC – APPENDIX H

**PROFESSIONAL STAFF ASSIGNMENTS
AND TRANSFERS**

Involuntary Transfer

Transfer shall mean moving from one building to any other building within the District or change in contractual assignment.

The administration reserves the right to transfer within the Rawlins and Sinclair schools based on the educational needs to the District, subject to prior Board approval.

Board adopted 06/27/02

Revised/Readopted 05/12/05

Carbon County School District One, Rawlins, Wyoming

CARBON COUNTY SCHOOL DISTRICT ONE

POLICY – GCCAA BTAAC – APPENDIX I

CERTIFIED EMPLOYEE SICK LEAVE BANK

The Certified Employee Sick Leave Bank will be administered according to the following guidelines for all participating employees.

Membership and Contribution of Days

All Certified employees of Carbon County School District One will be included in the Certified Employee Sick Leave Bank unless written notice is provided to the District Business Manager no later than September 12 of each school year that an employee wishes to be excluded. Initial membership in the Sick Leave Bank shall require the donation of seven and one-half (7.5) hours of sick leave to the Sick Leave Bank. Sick leave days contributed to the Sick Leave Bank will be forfeited by the contributing employee and the donated days will not revert to the employee. School day is defined as one full day for full-time employees, or the proportional part of the day for part-time employees. (i.e., one-half day for half time employees.)

The maximum number of sick leave days in the Sick Leave Bank shall equal to the number of days contributed. Should the available days in the Sick Leave Bank fall below 450 (four hundred and fifty hours), the Sick Leave Bank Committee shall provide notice to all Certified employees that an additional contribution of sick leave days at a rate of seven and one half (7.5) hours participating member will be required. In the event a member chooses not to contribute, that person must provide written notice to the District Business Manager that they wish to be excluded from the Sick Leave Bank. An employee's decision not to contribute additional days must be made in writing within five (5) working days of the date of the contribution request. Membership in the Sick Leave Bank terminates for the balance of the school year upon notification of the employee's intent not to contribute. Any employee who has chosen to be excluded from the Sick Leave Bank will be included at the start of the next school year, unless written notice to be excluded is given.

Use of the Sick Leave Bank

- A. Sick Leave Bank members may be granted Sick Leave Bank hours at the discretion of the Sick Leave Bank Committee only after they have exhausted their cumulative sick leave days, personal days and vacation days.
- B. The Sick Leave Bank will be used only for the extension of a member's sick leave necessitated as a result of personal catastrophe, serious illness, or non-elective major surgery.
- C. An application, signed by a physician verifying the medical condition will be presented to the Sick Leave Bank Committee Chairman by the employee, before the request can be considered.
- D. The Sick Leave Bank Committee may consider the following criteria when making their decision.
 - 1. The applicants past history of sick leave use;
 - 2. Recommendation of the immediate supervisor;
 - 3. Recommendation of the attending physician;
 - 4. The reason for the application meets the definition of allowable sick leave

- E. The number of sick leave hours granted shall not exceed the number of hours absent from work due to illness or the medical condition. In addition, the employee may use only the number of hours from the Sick Leave Bank which equals the time between expiration of his/her own available leave hours and the effective date for receipt of benefits under whatever disability insurance may be available to the applicant.
- F. The Sick Leave Bank Committee will convene by phone conference, if desired, when an application to use the Sick Leave Bank has been received by the Chairman of the Sick Leave Committee. The Committee will meet within three (3) working days after the application has been received.
- G. The Sick Leave Bank Committee shall send written notice of its decision to the applicant no later than the day following the decision, accompanied by an explanation if the application has been denied. At the same time, a copy of the written notice of the decision will also be forwarded to the District Business Manager.
- H. The decision of the Sick Leave Bank Committee may be reconsidered if the applicant submits a second request within three (3) working days after the notice of decision which details additional information, and addresses the reasons given for denial of the first request. The second request will be reviewed by the Sick Bank Committee member and two additional staff members, appointed by the President of the Association. The same time lines will be adhered to, in considering the second request, as identified in above terms F and G. The action of this three (3) member committee, upon reconsideration will be considered the final decision.

Sick Leave Bank Committee

- I. The Sick Leave Bank Committee shall be composed of three (3) Certified staff members, who are members of the Bank and who are elected at-large by members of the Bank.

Committee membership shall be for a three-year term. To assure continuity and an alternating nature of election to the Sick Bank Committee, the following terms of service shall apply to the serving committee: The beginning and ending of each three year term will be on a rotating basis each November 1st. Term one – High School, term two – Middle School, and term three – Elementary.

Unexpired terms shall be filled by election by members of the bank for the remainder of that term.

- J. Minutes of each meeting of the Sick Leave Bank Committee will be kept on file for a period of three years with the District's Business Office. All proceedings of the Sick Leave Bank Committee meetings will be considered confidential. Any violation of the confidentiality will be considered cause for immediate removal from the Sick Leave Bank Committee by the President of the Association who will notify the Superintendent of Schools of the violation in writing.
- K. If the Sick Leave Bank is dissolved, the accumulated days in the Sick Leave Bank will be redistributed to the then current members in proportion to the number of years of continuous membership at the time the Sick Leave Bank is dissolved.

Adopted 05/08/97

Revised 06/08/06

Adopted CCDOTEA 06/08/06

Revised 9/11/2008

CARBON COUNTY SCHOOL DISTRICT ONE

**POLICY – GCCAA-E(1)
BTAAC – APPENDIX I**

**APPLICATION FORM
CERTIFIED SICK LEAVE BANK**

Certified employees of Carbon County School District One may, at their option, elect to join the Sick Leave Bank by donating seven and one half (7.5) hours of sick leave from their personal accumulation, at the time of acceptance and upon each successive call (to occur when the bank falls below 450 (four hundred and fifty) hours. Failure to donate upon call will terminate membership. Donated days will remain in the bank and will not revert to persons electing not to continue membership.

Any person participating in the bank may apply for extension of their accumulated sick leave up to the effective date for receipt of benefit under whatever disability insurance may be available to the applicant.

I, _____, would like to join the Sick Leave Bank for Certified
(Please print your own name)

Employees. I understand that provisions of the Rules and Regulations of the Sick Leave Bank for Certified Employees governing its administration.

Member: _____ Date: _____

Witness: _____ Date: _____

FOR COMMITTEE USE:

Date received by Central Office: _____

Date of Effective Membership: _____

Date Sick Leave Bank Committee
was notified: _____

Adopted 05/08/97

Revised and Readopted 9/11/2008

Carbon County School District One, Rawlins, Wyoming

CARBON COUNTY SCHOOL DISTRICT ONE

**POLICY – GCCAA-E(2)
BTAAC – APPENDIX I**

**APPLICATION FOR LEAVE
CERTIFIED SICK LEAVE BANK**

I, _____, have need to extend my sick leave by _____ days. I have used all of my accumulated sick leave, personal leave, and vacation. I have enclosed, as part of this application, a statement from my physician, _____ (Physician’s Name), detailing the medical reasons for my absence. Also, enclosed is the recommendation of my supervisor in this matter. My record of sick leave use is available from Central Office. I understand this information may be used as a factor in your consideration of extending my sick leave.

X _____ Date: _____
(Signature of Member)

On _____, 20____, I submitted this Sick Leave Bank Application for extended sick leave to _____ Chairman of the Sick Leave Bank Committee.

X _____
(Signature of Member)

I, _____, Chairman of the Sick Leave Bank Committee, acknowledge receipt of this Sick Leave Bank Application for extended sick leave on _____, 20____.

FOR COMMITTEE USE:

Date of Committee Action: _____

Decision: _____

Approved: _____

*Denied: _____

Date of Notification to Applicant: _____

Date of Notification to Central _____

Office Payroll Clerk: _____

*(If denied, a written explanation needs to be attached.)

Adopted 05/08/97

Revised and Readopted 9/11/2008

Carbon County School District One, Rawlins, Wyoming

CARBON COUNTY SCHOOL DISTRICT ONE

**POLICY – GCCAA-E(3)
BTAAC – APPENDIX I**

**CALL FOR DONATION OF ADDITIONAL LEAVE
CERTIFIED SICK LEAVE BANK**

The Sick Leave Bank has fallen below the 450 (four hundred and fifty) hours, the minimum number as required by the Sick Leave Bank Agreement for Certified staff. As a result, all members are being called upon to donate seven and one half (7.5) hours sick leave to continue membership. If you choose to no longer participate in the Sick Leave Bank, return this form no later than _____ to the Sick Leave Bank Chairman.

I decline to make a donation, with the understanding that by doing so, I will forfeit my membership privileges in the Sick Leave Bank.

Name (please print) _____

X _____ Date: _____
(Signature of Certified Staff Member)

Witnessed _____ Date: _____

FOR COMMITTEE USE:

Acknowledged by Central Office – Date: _____

Chairman: _____

Date Sick Leave Bank Committee was notified: _____

Revised and Readopted 9/11//2008
Carbon County School District One, Rawlins, Wyoming