



Laramie Montessori Charter School

Personnel Polices

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Laramie Montessori School

PERSONNEL POLICIES

Definitions

- 1) "Board" means the board of trustees of the Laramie Montessori Charter School (LMCS);
- 2) "Board Policy" means the By Laws and Policies of the LMS Board;
- 3) "Initial Contract Teacher" means any Teacher who has not achieved continuing contract status;
- 4) "Continuing Contract Teacher" means:
Any Initial Contract Teacher who has been employed by LMCS for a period of up to four (4) full and consecutive academic school years, has obtained his/her Montessori Certification from an accredited Montessori training organization, has taught at LMCS for one full academic year after obtaining Montessori Certification, has had his/her contract renewed for a fifth consecutive school year and has met or exceeded expectations on performance evaluations during this period of time.
- 5) "Certified Professional Employee or certified employee" means any employee of LMCS who is required, as a matter of law, to hold a certificate, permit or license to perform the job for which he/she is hired from the Professional Teacher Standards Board or any other professional regulatory or licensing agency recognized and approved by the Wyoming Department of Education. Examples of a Certified Professional Employee include, but are not limited to directors, administrators, counselors, and nurses. This definition does not include Substitute Teachers.
- 6) "Classified Employee" means those persons employed by LMCS who are not required to be certified by the Wyoming Professional Teaching Standards Board. They include, but are not limited to secretaries, bookkeepers, business managers, and custodians.
- 7) "Dismissal" means the cancellation of any Teacher's or other Certified Professional Employee's contract of employment by the Board while such contract is in effect. In the case of a Continuing Contract Teacher, dismissal shall mean cancellation of his/her contract at any time other than at the end of a school year where proper notice has been given;
- 8) "District" means the Albany County School District Number One;
- 9) "School Director or Director" means the Director of the Laramie Montessori School who is hired by the Board.

10) "Suspension" means the removal of a Teacher or other Certified Professional Employee from the classroom or school during the school year. Unless otherwise agreed to by the Teacher or other Certified Professional and the School Director or the Board, suspension shall be with, or without, pay as follows:

A. By the School Director "with pay" pending:

- i. The investigation of alleged misconduct, which completion of said investigation shall not exceed thirty (30) days; and
- ii. The final action of the Board following completion of the investigation under subdivision (i) of this subparagraph and, if requested, the outcome of a hearing in accordance with this policy and W.S. § 21-7-110.

B. By the Board "without pay" for a period not to exceed one (1) calendar year following the outcome of a hearing in accordance with these policies W.S. 21-7-110.

11) "Teacher" means any person employed under contract by the Board as a certified professional employee;

12) "Termination" means the failure of the Board to reemploy a teacher at the end of a school year in any given year.

Section 1. Employment of Certified Employee.

To a great extent, the quality of instruction is related to the quality of personnel at LMCS. LMCS shall make a strong effort to recruit highly qualified personnel and to assign them to positions that allow them to make their maximum contribution.

A. Qualifications.

Among the most important qualifications for employment of Certified Professional Employees shall be training, experience, professionalism and the skills required to perform the job. Candidates for regular teaching positions shall possess, at a minimum, a bachelor's degree from an accredited institution, and hold or be qualified for a Wyoming teaching certificate with an endorsement in the appropriate area, highly qualified, and any other requirement imposed by law. Other Certified Professional Employees shall possess or be qualified for the Wyoming certificate and/or license appropriate to their employment. All candidates must complete and file a formal application and furnish transcripts of all college work and letters of reference.

B. Selection and Appointment.

The selection and appointment of Certified Professional Employees is the School Director's responsibility. The School Director shall consult with a selection committee regarding candidates and receive the selection committee's recommendations regarding the hiring of Certified Professional Employees. Selection of personnel will be in accordance with the approved site-based hiring guidelines, which are included in the Appendix to these Policies.

C. Re-employment of Teachers and other Certified Professional Employees:

I. Subject to satisfactory performance evaluation under Board Policy and Wyoming law, a Continuing Contract Teacher shall be employed by the School on a continuing basis from year to year without annual contract renewal at a salary determined by the Director and/or the Board, said salary subject to increases from time to time as adopted by the Director and/or the Board.

II. An Initial Contract Teacher who has taught at LMCS continuously for a period of at least ninety (90) days shall be hired on an annual basis and shall be notified in writing of the reasons for termination, if such is the case, no later than April 15 of each year. An Initial Contract Teacher's employment may be terminated for any reason not specifically prohibited by law, and the Director and/or the Board is not limited to the reasons set forth in W.S. § 21-7-110(a). The notice of termination shall not be disseminated to the public or to prospective employers absent the teacher's consent. Nothing contained in this section shall limit the use of the notice in any hearing. The Board must offer a contract for the ensuing year to each Initial Contract Teacher, if such is to be offered by April 15, and it must be accepted by May 15 of each year or the position will be declared open.

III. Any Certified Professional Employee who has not been expressly granted Continuing Contract Status and who has worked at LMCS continuously for a period of at least ninety (90) days shall be hired on an annual basis and shall be notified in writing of the reasons for termination, if such is the case, no later than April 15 of each year. Any such Certified Professional Employee may be terminated for any reason not specifically prohibited by law, and the Board is not limited to the reasons set forth in W.S. § 21-7-110(a). The notice of termination shall not be disseminated to the public or to prospective employers absent the employee's consent. Nothing contained in this section shall limit the use of the notice in any hearing. The Board must offer a contract for the ensuing year to every other Certified Professional Employee if such is to be offered by April 15, and it must be accepted by May 15 of each year or the position will be declared open.

D. Resignation of Teachers.

Any Teacher or other Certified Professional Employee may resign his/her position, effective at the end of the school year, by giving written notice on or before May 15 of any year, to the School Director, of his/her desire not to be employed by LMCS for the following year.

E. Notice of Recommendation of Termination of Continuing Contract Teachers.

I. A Continuing Contract Teacher shall be notified of a recommendation of termination by the School Director or any member of the Board designated by the Director or designated by the Board pursuant to a majority vote of the Board by giving the Continuing Contract Teacher written notice together with written reasons for termination on or before April 15 of any year. On receipt of such written notice, the Continuing Contract Teacher may request a hearing on the recommendation before an independent hearing officer through the office of administrative hearings, as provided by Section 1, Paragraph 9 below and W.S. § 21- 7-110.

II. If ordered by the Board, a recommendation of termination shall be effective at the end of the school year in the year in which notice of termination is given.

F. Limited Term Contracts.

LMCS may offer contracts of limited duration to Certified Professional Employees to fill limited specific needs, including to fill-in for an employee on a leave of absence; for uncertain enrollment numbers; in cases of uncertain (soft) future funding; or any other unique circumstances. Those on Limited Term Contracts have no expectation of

renewal upon expiration of their term, but may be dismissed during the term of the contract for the reasons provided in W.S § 21-7-110.

G. Evaluation.

Employees will be evaluated systematically, to monitor how employees are fulfilling their individual responsibilities in meeting LMCS's mission, recognize employee strengths, assist in improving employee job performance, and to make objective employment decisions. Evaluations will address each of the employee's major job-functions. Initial Contract Teachers will be evaluated in writing at least twice each year. Continuing Contract Teachers will be evaluated in writing at least once each year. Administrators will be evaluated at least once each year.

H. Suspension or Dismissal of Teachers or other Certified Professional Employees.

The School Director may suspend or dismiss any Teacher or other Certified Professional Employee, or terminate any Continuing Contract Teacher, for any of the following reasons:

- I. Incompetency;
- II. Neglect of Duty;
- III. Immorality including, without limitation, engaging in conduct with a student which would be a violation of W.S. §§ 6-2-314 through -318, § 12-6- 101(a) or § 35-7-1036;
- IV. Insubordination;
- V. Physical incapacity to perform job duties even with reasonable accommodation;
- VI. Failure to perform duties in a satisfactory manner;
- VII. Beginning school year 2019-2020 and each school year thereafter, inadequate performance as determined through performance evaluation tied to student academic growth for at least two years completed in accordance with Board policy;
- VIII. Conviction of a felony; and
- IX. Any other good or just cause relating to the educational process.

Suspension or dismissal proceedings shall be initiated by the School Director or any member of the Board designated by the Director or designated by the Board pursuant to a majority vote of the Board, by delivering to the employee a written notice of suspension or dismissal, together with written reasons.

I. Hearing Procedures.

Any Continuing Contract Teacher receiving notice of a recommendation of termination, or any Teacher or other Certified Professional Employee against whom dismissal or suspension proceedings are instituted, is entitled to a hearing before an independent hearing officer provided through the Office of Administrative Hearings

on the recommendation for termination or the reasons for dismissal or suspension, upon submission of a written request to the School Director.

The request for hearing shall be delivered to the School Director within seven (7) days after receipt of notice of termination or after receiving notice of dismissal or suspension under subsection (ii) of this section. Expenses of the hearing officer shall be paid equally by LMCS and the teacher.

The School Director shall, within five (5) business days, submit the employee's hearing request to the Office of Administrative Hearings. The hearing officer assigned to the matter shall set the date for hearing and notify the employee and School Director of the hearing date, time and location. In no event shall the hearing commence on a date later than forty-five (45) days after notice under W.S. § 21-7-106(a) or Paragraph 5, subsection (ii) of this section, as applicable. The hearing shall be conducted in accordance with contested case procedures specified under W.S. § 16-3-107. All LMCS records pertaining to the Teacher or other Certified Professional Employee shall be made available to the hearing officer.

At the hearing, the School Director shall have the burden of proving that the recommendation for termination is based on reasons provided in the notice of termination or that suspension or dismissal is based upon reasons specified in the notice given under Paragraph 5, subsection (ii) of this section, as applicable.

J. Board Findings.

The Board shall review the findings of fact and recommendation submitted by the hearing officer and within twenty (20) days after receipt, issue a written order either to terminate, suspend, dismiss or to retain the Teacher or other Certified Professional Employee. If the Board terminates, suspends or dismisses the Teacher or other Certified Professional Employee over a recommendation by the hearing officer for retention, the written order of the Board shall include a conclusion together with reasons supported by the record. A copy of the order shall be provided to the Teacher or other Certified Professional Employee and a copy shall be entered into the employee's personnel file. Any action by the Board pursuant to this subsection shall be approved by a majority of the duly elected members of the Board.

K. Appeals.

Appeals may be taken from the order of the Board to the Second Judicial District Court as provided by the Wyoming Administrative Procedure Act. An electronic recording of hearing proceedings may serve as the official transcript but upon appeal, the District Court may request a written transcript of the proceedings or any portion of the

proceedings. The cost of transcribing the record shall be borne equally by the Teacher or Certified Professional Employee and LMCS.

L. Substitute Teachers.

Substitute teachers must have a valid Wyoming teaching certificate or a Wyoming substitute permit. If at any time a teacher needs a substitute, the teacher shall call the Director. The Director is responsible for calling substitutes as soon as possible. The rate of pay for substitutes shall be established by the Board. The substitute daily rate of pay shall apply in those cases where the substitute's work runs less than forty-five (45) consecutive workdays. When the substitute's term runs forty-five (45) consecutive work days or longer, s/he will be paid a pro-rated "contract salary."

M. Salary

All salaries shall be determined by the Director except for the Director position, which will be determined by the board.

N. Payroll Distribution.

Employees shall be paid on the fourth working Friday of each month. Employees on annualized salaries will be paid 1/12 of their salaries each payday. Employees whose salaries are annualized and who are on contracts for 205 days or less will be paid the balance of his/her salary (i.e., 3/12 of the salary for 9-month employees or 2/12 for 10-month employees) on or before the last working Friday in June. Employees with annualized salaries will be required to sign a form acknowledging this policy prior to their beginning work; failure to do so may result in the employee having to pay a 20% penalty to the IRS.

New employees shall be paid 1/12 of their salaries on the last working Friday in August, and every payday thereafter through May. In June, they will receive 2/12 of their salaries.

O. Basis for Fractional Pay or Deductions.

For the purpose of figuring additions to salary or fractional year contracts, the pay shall be prorated based upon the number of days for a full-year's contract for that position. In the case of deductions, the deduction rate shall be based upon the number of days for a full-year's contract for that position.

P. Background Checks.

Each person who is to be recommended for employment in a certified position or is being hired as a substitute for a certified position must submit to a background check through the "Wyoming Central Registry of Abuse/Neglect." The cost of this check will be paid by LMCS. Costs for criminal background checks through the Federal Bureau of Investigation (FBI) and the Wyoming Division of Criminal Investigation (DCI) for Certified Professional Employees as part of the certification process will be paid by LMS.

Each person who is to be recommended for employment must sign an affidavit listing any substantiated report of child abuse or neglect that has been processed through the Department of Family Services. If the result of the background check is different than the information on the notarized form, then the Director may submit an immediate recommendation for termination of the employee's contract to the Board (if the Board has already acted to employ the person).

Q. Other Job Expectations.

All Certified Professional Employees shall:

- I. Report promptly to the Director any serious accident or illness affecting any children in their charge.
- II. Furnish to no one, other than to school officials, any list of names or addresses of pupils or of LMS employees.
- III. Refrain from using time during the regular school day, as defined in subparagraph vi. below, to conduct matters of personal business or interest, including using a mobile telephone for personal use.
- IV. Not absent themselves from school or from the classroom during the school day without the approval of the Director.
- V. Not accept pay for tutoring, counseling, or otherwise working with students assigned to them during the year outside of his/her job duties.
- VI. For full-time employees, report to school at least one-half hour before classes begin in the morning and remain at school until at least one-half hour after school is dismissed in the afternoon unless specifically excused by the Director. A "regular school day" is defined as including one-half hour before class in the morning and one-half hour after class in the afternoon, plus an average of an additional two hours per week of involvement in student-related activities.
- VII. For part-time employees whose jobs coincide with the beginning of the school day, report to school at least one-half hour before classes begin. For part-time employees whose jobs extend until the end of the school day, remain at school at least one-half hour after school is dismissed. For other part-time employees, their supervisors will define the times they are to be at work. All part-time employees are expected to attend all faculty meetings, department meetings, open houses, parent-teacher conferences, in-services, training sessions, curriculum work sessions, etc., unless excused by the employee's supervisor. Part-time Certified Professional Employees may receive additional compensation for attending in-service activities. To determine the amount of extra compensation part-time teachers who work each day will receive, the following formula will be used: 1% of

contract x 10 days x daily rate-of-pay (e.g. A teacher on a 60% contract will be compensated for an additional 4 days at his/her daily rate-of-pay: $1 - 60\% = 40\%$ x daily rate-of-pay). Part-time certified employees who do not work each day will be paid their full daily rate of pay for in-service days that they attend that are not on their regular work days. This additional compensation will be built into the employees' salaries. Employees who are normally scheduled to work the full in-service day will not receive additional compensation.

R. English Fluency for Teachers of English Language Learners (ELL).

Any teacher hired to teach in an English Language Learner (ELL) or English as a Second Language (ESL) program must be fluent in English.

Section 2. Employment of Classified Employee.

A. Qualifications.

Among the most important qualifications for Classified Employee shall be ability perform the job, have appropriate training, experience, and professionalism.

B. Selection and Appointment.

The selection and appointment of Classified Employee are the responsibility of the Director. The Director shall consult with a selection committee regarding candidates and receive their recommendations regarding the hiring of personnel. Selection of personnel will be in accordance with the approved site-based hiring guidelines.

C. Normal Hours of Work.

The basic day, week, month, and year for full-time classified employee shall be established by the Director.

D. Overtime Work.

All other work beyond 40 hours per week must be pre-approved by the Director and, if approved, shall be compensated in overtime pay at one and one-half the regular rate. An option for non-exempt employees, at their discretion, is to use compensatory time. These employees can choose not be compensated overtime pay, but can exchange this overtime worked in service to the school, as paid time off at slower times of year. Each hour of overtime will equate to 1.5 hours of compensatory time off with a maximum amount of 240 hours to be used as paid time off or paid out by the end of the fiscal year. Employees choosing this option will need to fill out a form with the business manager stating that they would like compensatory time in lieu of overtime pay.

E. Salaries and Wages.

Salary guides and hourly rates of pay for the various classifications of Classified Employee shall be adopted by the Board.

F. Payroll Distribution.

Classified Employee shall be paid on the last working Friday of each month. If the last working day falls on a weekend or holiday, the payday will be the last workday prior to that day. Employees on annualized salaries will be paid 1/12 of their salaries each payday (plus additions for overtime or reductions for docked or reduced time from the previous month). Employees whose salaries are annualized and who are on contracts of 205 days or less will be paid the balance of his/her salary (i.e., 3/12 of the salary for 9-month employees or 2/12 for 10-month employees) on or before the last working day of the month in June. Employees with annualized salaries will be required to sign a form acknowledging this policy prior to their beginning work; failure to do so may result in the employee having to pay a 20% penalty to the IRS. New employees shall be paid 1/12 of their salaries on the last working day in August, and everyday payday thereafter through May. In June, they will receive 2/12 of their salaries.

G. Basis for Fractional Pay or Deductions

For the purpose of figuring fractional pay or deductions to salaries for classified employee, the employee's hourly rate multiplied by the number of normal hours worked in a day will be used to determine the daily rate of salary. Partial-day pay or deductions will use the employee's hourly rate-of-pay.

H. Evaluation.

Employees will be evaluated at least annually, to monitor how employees are fulfilling their individual responsibilities in meeting LMCS's mission, recognize employee strengths, assist in improving employee job performance, and to make objective employment decisions. Evaluations will address each of the employee's major job-functions.

I. Terminations.

Classified Employee may be dismissed for inefficiency, incompetence, insubordination, neglect of duty, justifiable decrease in the number of positions, or any other good and just cause. The Director may suspend any Classified Employee for just cause. Dismissals shall be approved by the Board upon the recommendations of the Director.

In normal circumstances, LMCS shall give the employee two weeks' notice in the case of dismissal. LMCS may elect to give the employee two weeks' pay in lieu of two weeks' notice. In unusual cases, LMCS may suspend the employee immediately from his/her duties. In the case of voluntary resignation, classified employees shall give LMCS a minimum of two weeks' notice.

J. Transfer.

Assignment of Classified Employee shall be made by the Director. Assignments may be changed whenever the best interest of LMCS will be served.

K. Criminal Background Checks.

All regular and substitute Classified Employee who will have contact with students must submit to fingerprinting for the purposes of criminal background checks with the Wyoming Department of Criminal Investigation (DCI) and the Federal Bureau of Investigation (FBI). In addition, LMCS may require background checks with any other agency deemed appropriate and necessary. LMCS will pay for the cost of the fingerprinting and background checks for all substitutes for classified positions and for all regularly employed classified employees. Each person who is to be recommended for employment in a classified position or who is being hired as a substitute for a classified position where s/he will have contact with students must complete a form listing all offenses (other than misdemeanor traffic offenses or traffic infractions) for which s/he has been convicted; all denials, reprimands, admonitions, suspensions, or revocations of occupational permits; and employment history of dismissal, discharge, resignations in order to avoid discipline or discharge, or employer-requested resignation. The prospective employee must sign an affidavit stating that the

information is true and correct. If the results of the criminal background checks are different than the information on the form, then an immediate recommendation for termination of the employee's contract may be submitted to the Board (if the Board has already acted to employ the person). Any person who is recommended for employment in a classified position who was issued a teaching certificate or a substitute permit by the Wyoming Professional Teaching Standards Board after July 1, 1996, will not be required to undergo the background check since s/he went through the process in obtaining the certificate or permit.

Section 3. Other Employee Benefits.

In addition to the employee's regular salary and various types of leave provisions, it is the policy of LMS to provide several other benefits and services for employees.

A. Wyoming State Retirement Program.

Membership is compulsory for all LMCS employees, who will automatically become members of the Wyoming State Retirement System.

B. Workers' Compensation.

As required by law, LMS shall carry Workers' Compensation insurance with the Wyoming Division of Workers' Compensation. Should any employee who is covered by such insurance be injured while at work, s/he is entitled to file for benefits provided by the Workers' Compensation law. If an employee is placed on temporary total or temporary partial disability by the Workers' Compensation Division, LMCS will follow these procedures:

- I. The employee will be given the option of using sick leave, personal leave, and vacation leave (if applicable) in conjunction with Workers' Compensation benefits.
- II. If an employee chooses to use accumulated leave in conjunction with Workers' Compensation benefits, sick leave, personal leave, and vacation leave (if applicable) will continue to accrue as long as the employee has a balance of those days, just as if the employee were on sick leave.
- III. If the employee chooses not to use accumulated leave in conjunction with Workers' Compensation benefits, then sick leave, personal leave, and vacation leave (if applicable) will not continue to accrue, just as if the employee were on "other" leave-of-absence. In this case, the employee is responsible for paying fringe benefit insurance premiums.
- IV. If the employee chooses to use accumulated leave while on temporary disability, LMCS will pay the employee the difference of the employee's regular salary and the amount paid to the employee by the Workers' Compensation Division. The employee will be charged a percent of accumulated leave equal to the percent of total salary LMCS pays to make up the difference (normally 33%). At the end of each pay period, LMCS will round the amount of leave used to the nearest one-half (i.e. 7.33 rounds to 7.5; 8.21 rounds to 8.0). An employee's combined compensation from LMCS and Workers' Compensation may not exceed the employee's regular LMCS compensation.
- V. While an employee is absent from work due to a work-related injury, the supervisor or Director may require the employee to obtain an independent medical examination and may require monthly statements from a health care provider regarding an employee's ability to return to work, as permitted by state Workers' Compensation statutes.

- VI. An employee may use all accrued sick leave, personal leave, and vacation leave while on temporary partial or temporary total disability as follows:
- VII. If the employee exhausts all accrued leave prior to missing ninety workdays, the employee may use extended sick leave. After missing a total of ninety workdays, the employee will be placed on "other" leave-of-absence unless the employee still has accrued leave. Pursuant to the guidelines for "other" leave-of-absence, the employee will not receive any compensation from the LMCS; no leaves, such as sick leave or vacation leave, will accrue; and the employee will be responsible for paying fringe benefit insurance premiums, or, if an employee has accrued leave which allows the Workers' Compensation benefits to be combined with LMCS leave for more than ninety days, then the employee will be placed on "other" leave-of-absence at the time the accrued leave-of-absence is exhausted.
- VIII. When an employee has been absent from work for one full year from the time of the initial work-related injury, LMCS will not hold a position for the employee and cannot guarantee continued employment. Employees rated with a permanent total disability by the Workers' Compensation Division will have their employment with LMCS terminated. Note: Substitutes do not fall under this policy.

C. Group Health-Life Insurance.

LMCS may provide for each qualified employee a Group Health-Life Insurance Plan. The insurance plan shall be available to the employee's family with the employee paying the family premium.

D. Travel Expense.

In the case of LMCS authorized trips for professional or school business purposes, it will be determined at the time of approval of the request to attend the activity whether or not LMCS will pay the employee's expenses. When travel is by means of the employee's car, the travel rate will be as established by the Board. Itemized expenses and receipts must be submitted for all travel paid by LMCS.

Section 4. Leave Policy.

A. Sick/Personal Leave.

Leave at Laramie Montessori Charter School is no longer divided into sick and personal leave. All staff members will now receive an allotment of leave days that they can use as needed, within reason and with prior approval from the director is possible.

Nine-month employees will receive eleven (11) days of leave per year; 10-month employees will receive fourteen (14) days of leave per year; and 12-month employees will receive nineteen (19) days of leave per year. (Note: Personnel who are not scheduled to work each day will have their sick leave allocation prorated.) For regular part-time employees, the leave entitlement shall be directly proportionate to the length of the workday and year.

Unused leave may accumulate up to a maximum of 185 days for 9-month employees, 200 days for 10-month employees, and 240 days for 12-month employees.

Current employees who have accumulated the maximum number of leave days (as defined in the previous paragraph) will be paid for the leave days generated each new fiscal year. They will be paid in their first paycheck of that fiscal year. The rate of pay for those days will be the same as the rate paid for unused leave days when employees terminate their employment with LMCS.

When an employee leaves LMCS, s/he shall be entitled to payment for each unused day of accumulated leave at the effective date of his/her termination, if s/he has accumulated 10 or more days of leave. The rate will be determined periodically by the Board; the current rate is \$100 per day until changed. The employee will be reimbursed the lesser of either the rate established by the Board or the employee's normal daily rate-of-pay. The maximum number of days for which s/he can be paid is 50 days.

In the case of absence from work of any certified employee for any reason except approved leaves, deductions shall be determined as outlined in Basis for Fractional Pay or Deduction.

An employee may be required to furnish satisfactory medical proof of illness or disability. An employee may be required to furnish satisfactory medical proof that the employee is well and capable of fulfilling his/her job responsibilities.

After leave accumulations are exhausted, the employee will receive his/her regular salary, less the amount of 1/185th of their base salary per school 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 leave and personal leave are exhausted, whichever comes first. When the leave accumulation are exhausted, the employee shall be required to furnish a medical provider's statement verifying illness or disability before s/he is eligible to enter this phase of sick leave. When the employee on this phase of leave plans to return to work, s/he must submit a medical provider's statement certifying that the person is capable of performing his/her duties as assigned by LMCS. If the medical provider will not certify that the person is capable of performing his/her duties as assigned by LMCS, then this will be grounds for dismissal of a continuing-contract teacher (or any other employee). Any employee on this phase of leave must provide LMCS with monthly medical reports from a health care provider regarding the employee's capability of performing the duties assigned to him/her by LMCS. At any time during the above process, LMCS has the right to request examination of an employee by an independent medical provider.

I. Donation of Leave to Other LMCS Employees

An employee may give one or more of his/her accumulated leave days to another employee under the following conditions:

- I. The employee who will receive the leave must have used all of his/her own leave due to an unforeseen illness or other event upon approval of the Director;
- II. Full-time certified employees (i.e., those on 100% contracts), including administrators, may give leave to other full-time certified employees on a one day equals one day basis.
- III. Part-time certified employees may give leave days to full-time certified employees in increments of half or full days so that the percent of their contracts multiplied by the number of days donated is rounded down to the nearest half-day (e.g., someone who is on a 72% contract who gives a full-day to a full-time person will have a half-day credited to the full-time person's account; someone on a 40% contract who wishes for the full-time person's account to receive a full-day must donate three days— $40\% \times 3 = 1.2$ which is rounded down to one).

- IV. Full-time employees who wish to donate days to part-time employees may give leave days in increments of half- or full-days so that the percent of the contract of the recipient is divided into the number of donated days, and the result is rounded down to the nearest half-day (e.g., a full-time employee donating one day to a person on a 30% contract will result in the part-time employee's sick leave account being increased by three days—1 divided by 30% equals 3.33 which is rounded down to three; a full-time employee donating a half-day to a person on a 40% contract will result in the part-time employee's sick leave account being increased by one day—0.5 divided by 40% equals 1.25, which is rounded down to one).
- V. Certified employees may give to classified employees either half- or full-days; these days transfer half-day to half-day and full-day to full-day.
- VI. Classified employees may give leave to other classified employees.
- VII. The transfer of leave days cannot be made after the thirtieth calendar day following the employee's return to work.
- VIII. After an employee has submitted his/her resignation or after an employee has been notified that the Board will act on a recommendation to terminate his/her contract, the employee may not transfer any accumulated leave days;
- IX. Employees must have at least fifteen days of accumulated leave to be eligible to transfer days to another employee. (Note: Certified employees may not receive leave from classified employees. See Personal Leave defined subsequently in this same section.)

II. Leave of Absence for Illness

Employees with three or more years of consecutive service may be granted, on written request, up to one year's leave of absence without pay for reasons of employee illness. The request for such leave must be accompanied by a written statement by a health care provider providing supporting medical documentation of said illness, satisfactory to the Board. When an employee returns to LMS from this leave, s/he will be placed back into the position s/he occupied immediately prior to taking the leave. The employee's return to LMCS must coincide with the beginning of a semester.

Under this leave, the employee is eligible to continue under LMCS' insurance program provided s/he pays the full premium during the leave.

An employee may be required to furnish satisfactory medical proof of illness or disability. An employee may be required to furnish satisfactory medical proof that the employee is well and capable of fulfilling his/her job responsibilities.

B. Professional Leave.

The Board will appropriate funds to be budgeted for professional growth. LMCS funds shall support in-depth studies, staff development and individual requests that address LMCS priorities. Under the School Director's annual Staff Development Plan, these priorities may change. Leave of absence without loss of pay may be granted to employees to visit other schools or to attend state, regional, and national professional meetings. Such leave requests must be submitted in writing to the Director and must be approved by the Director. LMCS shall include in its annual budget funds for a limited number of such professional meetings.

C. Parental Leave.

Up to 12 weeks of unpaid leave may be given to an employee for parental leave, immediately following the birth or adoption of that employee's child.

D. Jury Service.

LMCS recognizes the importance of the jury system in a democracy and the obligation of all citizens to serve as jurors under appropriate circumstances. Employees of LMCS shall be excused for jury duty with no jeopardy to their employment or compensation. Substitutes, when necessary, for employees shall be obtained in the usual manner and paid for by LMCS. Any compensation received by an employee, other than for expenses (such as mileage or meals), shall be endorsed to LMCS. The Director shall have the authority to request that an employee be excused from service, or his/her service delayed, provided the special nature of the employee's qualifications would make it difficult to secure an adequate substitute, or if the timing of the proposed jury service affords a threat to the welfare of the school or the children concerned.

E. Military Leave.

LMCS supports its employees who are members of the National Guard or United States military forces reserve or other uniformed service. LMCS will comply with all applicable state and federal laws pertaining to these employees. The following are important parts of the laws that are directly related to employment with the LMCS.

- I. Training: Employees who are members of the Wyoming National Guard or United States uniformed services are authorized a maximum of fifteen days of paid military leave per calendar year (January 1 to December 31) and fifteen days of unpaid leave (personal or vacation leave may be used in lieu of unpaid leave) per calendar year 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 LMS. Employees must furnish LMS with a copy of their orders requiring them to miss work to fulfill these responsibilities. LMS 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.
- II. Active Service: Employees of LMCS who are members of the National Guard or any other component of the uniformed service of the state, members of the reserve forces of the United States, or who are inducted into any uniformed service of the United States, are 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 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 the Director as soon as reasonably possible after receiving such orders. LMS, in turn, will provide the employee with a notice of their rights and will provide information to employee regarding any payroll issues.
 - a. Return to work: Upon completion of the service provided in the previous paragraph, the employees shall be reinstated to positions held at the time of entry into service or to positions of like seniority, status, and pay, if available, upon the following conditions:
 - i. The positions have not been abolished;
 - ii. The employees are not physically or mentally disabled from performing the duties of the position;
 - iii. The employees make written application for reinstatement within thirty days following release from the uniformed service or within ninety 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 days after termination of service notwithstanding hospitalization or medical treatment;
 - iv. The employees submit an honorable discharge or other release by proper authority indicating the uniformed service was satisfactory; and
 - v. The uniformed service does not exceed five years plus any period of additional service imposed by law.

- vi. Assuming that the employee complies with the aforementioned, the employee will be reinstated and begin work no later than two weeks after his/her return to Albany County or two weeks after the receipt by
 - vii. LMCS of the application for reinstatement (see "iii." above), whichever is later. In the event exigent circumstances exist which make adhering to this timeline difficult, LMCS will attempt to work with the employee to reach a reasonable solution.
- b. Benefits and salary: Upon reinstatement, the employees have the same rights with respect to accrued and future seniority, status, vacation, sick leave, and other benefits as if they had been actually employed during the time of leave.
- i. The employee will accrue sick, personal, and vacation leave (if applicable) during his/her absence at the rate s/he would have accrued if s/he had not been on leave.
 - ii. Upon return from active duty, employees will be given the salary they would have achieved if they had not entered active duty.
 - iii. During the absence, LMCS shall discontinue its share of payments for social security.
 - iv. Upon return to employment, LMCS shall pay the Wyoming Retirement System the employee- and employer-premiums for what the employee would have been paid had s/he not been on military leave (plus required interest).
 - v. If the employee elects to continue participating in LMCS' medical/dental insurance program while on leave, LMCS will pay the employee's premiums as they become due. If all employees are required to pay a portion of the insurance premium, then the employee on leave will also be required to pay the same portion in order to continue with the program.
 - vi. If the employee has elected dependent ("plus one") or family insurance coverage, the employee may continue with this coverage by paying for the portion required by LMCS for this coverage; LMCS will continue paying its portion of this coverage if the employee elects to continue participating. All premiums shall be paid as they become due.
 - vii. Upon return to employment, LMCS will reinstate the employee (and dependents if previously covered and coverage is requested) to the insurance program, without any disqualification for pre-existing conditions, if the employee had not elected to continue coverage while s/he was on leave.

- viii. LMCS will continue paying life insurance premiums on the employee based upon the salary s/he would have been paid if s/he had not been on leave. Any life insurance association with LMS' health insurance program will be in effect while the employee is on leave if the employee elects to continue participating in LMCS' health insurance program.
- ix. 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 s/he is on leave. If the employee did not elect to continue this coverage while on leave, then if s/he wishes to resume the coverage upon his/her return, reinstatement will be made without any type of qualifying exams or other requirements.

F. Witness Leave.

Personnel may be absent from school, without loss of pay, to give testimony at court appearances or administrative hearings if such testimony is necessary as a result of the person's employment by LMCS. Any compensation received by the employee, other than that provided for expenses (such as mileage or meals), shall be endorsed to LMCS. An employee of LMCS may not testify in a court-of-law or in an administrative hearing as a representative of LMCS or as to information acquired as a result of being an LMCS employee unless the employee has been served a subpoena to testify or unless instructed to do so by the Director or the employee's immediate supervisor. If served a subpoena to testify as a representative of LMCS or as to information acquired as a result of being an LMCS employee, the employee shall notify the Director or the employee's immediate supervisor immediately. If the Director or immediate supervisor is unavailable for consultation when the subpoena is served (such as summer vacation), then the employee shall notify the Board president or vice-president. Any compensation received by an employee, other than that provided for expenses (such as mileage or meals), for testifying at a time when the employee is being compensated by LMCS shall be remitted to LMCS. In the event an employee receives a subpoena to testify as a representative of LMCS at a time outside the employee's normal work-year, LMCS will pay the employee the lesser of the employee's daily rate-of-pay or the daily rate-of-pay for substitute teachers.

G. Bereavement and Funeral 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 Director or 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 Director or immediate supervisor to request using bereavement leave, the time used for leave must be justified by the employee's need to travel, for funeral arrangements, 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 Director or employee's immediate supervisor.

H. On-the-Job Injury Leave.

When an employee who is not covered by Wyoming Workers' Compensation is injured while fulfilling job responsibilities for LMCS, 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:

- I. 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 submit it to the Director or to his/her immediate supervisor. (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 Director or immediate supervisor). By signing the form, the employee shall provide a release which authorizes LMCS to obtain records and/or information from prior or current health care providers;
- II. LMCS verifies that the injury was a result of performance of job duties; and
- III. A medical provider 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 Director or immediate supervisor will determine whether or not the employee is entitled to leave under this policy. If the Director or immediate supervisor disapproves the request for leave, the employee may appeal the ruling to the Board. For purposes of this policy, "on the job" means the employee is on LMCS property during the employee's workday 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 at 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

IV. 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 are not 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 LMCS equal to the amount received from the third party (up to a maximum of the actual wages and/or benefits paid by LMCS). LMCS' 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 longer; 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 health care provider's statements required by this policy shall be borne by the employee. Nothing in this policy shall be deemed to require LMCS to pay an employee's medical bill, insurance premiums, co-payments, or deductibles beyond what LMCS would pay for the injured employee under normal sick leave. LMCS may require the employee periodically to obtain documentation from the medical provider indicating the employee's health status and/or ability to return to work. LMCS may require a second opinion from a medical provider of LMCS' choice at LMCS' cost. A statement from a medical provider may be required before an employee may return to work. Nothing in this policy shall be deemed an admission of fault by LMCS for any on-the-job injury or illness.

Section 5. Retirement.

In accordance with federal law, there is no mandatory retirement age for any employee.

Section 6. Deferred Benefit Plan.

It is the policy of LMCS that the Board may provide a Deferred Benefit Plan, the Board may adopt eligibility requirements, procedures and deadlines for application, a schedule of benefits, payment plans for benefits, and other rules and regulations considered desirable by the Board.

Section 7. Drug-Free Workplace.

The unlawful manufacture, distribution, dispensing, possession, use, condoning and/or promotion 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. As a condition of employment, each employee shall abide by the terms of this policy and must notify LMCS within five days of any criminal drug conviction for a violation occurring in the workplace or at a school-related event. Any employee receiving such a conviction will face disciplinary action by LMCS, up to and including dismissal or termination of employment. LMCS may require an employee with such a conviction to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency; law enforcement agency; or other appropriate agency.

Section 8. 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 medical providers to notify proper authorities of the existence of a communicable disease.

Follow-up by LMCS is under the guidance of the State Health Department, the Albany County Public Health Officer, and/or the individual medical provider.

Employees are provided with training in the handling and cleanup 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.

Section 9. Grievance Procedure.

LMCS has a procedure for handling communications, suggestions, and complaints from school personnel. Please refer to the current LMCS grievance policy for information ([LMS Grievance Procedures](#)).

Section 10. Sexual Contact between Employees and Students or Sexual Assault by Employees upon Students.

Sexual intrusion and/or sexual contact (as defined in Wyoming Statute § 6-2-301, as amended) by an LMCS employee upon an LMS student is prohibited, whether or not the student voluntarily submits or consents to the intrusion or contact, and whether or not the intrusion or contact causes serious bodily injury to the student. Violation of this policy will be grounds for immediate dismissal or contract termination.

Section 11. Sexual Harassment and Discrimination.

LMCS does not condone or tolerate sexual harassment or discrimination against students, employees, or applicants. Employees who engage in conduct that 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 that 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 that 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, or, the LMCS Board Chair if the alleged harasser is the School Director. Employees may have another person present when making such complaint.
2. The supervisor, the LMCS Board Chair or the Chair's designee will investigate the complaint and cause or recommend any 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 LMCS Board summarizing the complaint and the action taken.

Any LMCS 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.

LMCS does not condone or 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.

STUDENT HARASSMENT, INTIMIDATION, OR BULLYING

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

LMCS is committed to a safe and civil educational environment for all students, employees, volunteers, and patrons free from harassment, intimidation, or bullying. LMCS 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 (W.S. § 21-4-311 (a)(i)(C)(ii)).

Anyone may initiate either the grievance process to report and resolve complaints of harassment, intimidation or bullying. Such complaints will be appropriately investigated and handled consistent with LMCS 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 or the local safety tip line at 1-844-WYO-SAFE (844-996-7233).

Appendix 1. Employee Acknowledgement

Employee Acknowledgement

I have reviewed and received the LMS Personnel Policies.

Name of LMS Staff Member:

Date:

Signature of LMS Staff Member:

Name of LMS Director:

Date:

Signature of LMS Director:

Appendix 2. Site-based Hiring Guidelines

Laramie Montessori School Site-Based Hiring Guidelines

1. When a position comes open, the School Director or designee will write a job description and post the job description on the Laramie Montessori School website and at least one other online job site. Depending on the position and/or if a position is typically hard to fill, a wider net will be cast to obtain a larger pool of applicants and to target Montessori niche sites for qualified applicants.
2. The School Director will assemble a hiring committee for the advertised position. The committee will consist of at least three persons, including the School Director. A parent may be asked to serve. The teaching assistants and/or office staff may be asked to be part of this hiring committee, depending on the position.
3. Applications will be accepted for a minimum of two weeks. At the end of the two-week period, the School Director and the hiring committee may begin to review all submitted applications.
4. The School Director and hiring committee shall select the top three to five applicants to interview; the School Director or designee will then call those applicants to schedule interviews.
5. Before the interview, the School Director will draft interview questions and a ratingscale, for review and possible revision by the hiring committee.
6. The interviews will be held at the Laramie Montessori School and each committee member will have a set of questions during the interview. Committee members will take turns asking questions until the end of the interview.
7. After the interview, the hiring committee will complete a rating scale and confer, for purposes of making a hiring recommendation to the School Director.
8. After the School Director selects an applicant, the School Director will offer the position to the applicant.
9. If the applicant accepts the position, the School Director will contact the other applicants to notify them that the position has been filled.
10. If the applicant declines the position, the School Director will offer the position to another applicant, as set forth in paragraphs 6 and 7 above.

PLEASE READ TO CANDIDATE: This statement is being read to all candidates who are being interviewed for this position. You were selected to interview for this position because you are a strong candidate. If you are not appointed to this position, it does not mean that you were deficient in a particular area. You will not be given reason why you were selected or not selected or why another candidate was selected or not selected. In addition, Laramie Montessori, considers it unethical for you to contact members of the interview team to solicit their support for you candidacy. In turn, the interview team will keep information regarding this interview and the selection (or non-selection) of candidates confidential.

LARAMIE MONTESSORI SCHOOL Decision-Making Considerations

Candidate: _____ Date: _____

Position: _____

Interview Team Members: _____

Please use the following scale to indicate how well the candidate meets their expectations in each of the areas listed below. Please use "N/A" if an item was not considered in the decision-making process.

1 = excellent;

2 = adequate;

3 = some deficiencies;

4 = poor

- | | | | |
|--|-------|--|-------|
| 1. Position Profile match | _____ | 7. Anticipated "fit" with job setting
(people, functions, etc.) | _____ |
| 2. Experience | _____ | 8. Personality | _____ |
| 3. Education and training | _____ | 9. Other: Interest in Montessori | _____ |
| 4. Past and current Job responsibilities | _____ | 10. Other: Knowledge of Montessori | _____ |
| 5. Results of reference checks | _____ | | |
| 6. Interview | _____ | | |

Summary of Strengths:

Summary of Limitations

Appendix 3. Employee Benefits Package/New Employee Packet

Laramie Montessori School Employee Benefits

Payroll Distribution: Payday is the last working Friday of each month. For new employees, pay will be 1/12 of salary each month beginning 31 August. Balance of salary (2/12) will be paid on 30 June. For returning employees, pay will be 1/12 of salary each month beginning July payday.

Benefits:

- **Leave:**

Employee Leave is given as follows:

- Nine (9) month employees (all teachers) receive 11 days of leave per year.
- Ten (10) month employees receive 14 days of leave per year.
- Twelve (12) month employees receive 19 days of leave per year.
- Regular part-time employees will have the number of leave days directly proportional to the length of the workday and year.

Leave is given upon approval of Director.

- **Retirement:** Enrollment in the Wyoming Retirement System at the current board approved rates (www.retirement.state.wy.us)

- **Health Insurance:**

Employees may elect to participate in the ACSD#1 sponsored health insurance benefit.

Laramie Montessori School
Employee Background Check

- **BEFORE STARTING WORK AT LARAMIE MONTESSORI YOU WILL BE REQUIRED TO TURN IN ALL PORTIONS OF THE BACKGROUND CHECK TO THE OFFICE.**
- Fingerprinting is done by the local law enforcement agency (the cards are available at the detention center):
 - **Albany County Detention Center:**
 - Phone: 307-755-3521; Address: 420 Iverson Avenue
 - Monday thru Friday: 6:00p.m. – 9:00p.m.
 - Tuesday and Wednesday: 1:00p.m. – 3:00p.m.
- You are encouraged to call before you arrive for fingerprinting to ensure officer availability.
- A driver's license or valid photo ID is required. Additionally, you will need to present the payment slip included in this packet to waive the fee.
- The Albany County Detention Center uses Livescan fingerprinting technology and will provide you with **one** fingerprint card. **In the event the Livescan fingerprinting service is unavailable, you will need to have them process TWO fingerprint cards.**
- **DO NOT FOLD, STAPLE, OR MUTILATE CARDS BEFORE THEY ARE SUBMITTED TO THIS OFFICE.** Failure to complete the card as instructed, smudged or unreadable prints, or mutilated cards will result in the cards being sent back to the applicant to be redone. Please check to be sure that you have completed all the necessary information.
- Please complete the enclosed "Authorization of Release" form and "Oath and Consent" form.
- **Please note that you MUST list ALL convictions on the "Oath and Consent" form, even those prior to 20 years ago.** Failure to do so may result in termination from your position.
- Once you have completed each of these items, please return them to the Laramie Montessori office at 608 S. 4th Street, Laramie, Wyoming 82070.

APPLICATION FOR CHILD & ADULT ABUSE/NEGLECT CENTRAL REGISTRY SCREEN

Background checks on volunteers, prospective employees, or an employee who has or may have unsupervised access to minors or vulnerable adults may be screened. Note: According to W.S. 14-3-214, "the applicant shall use the information received only for screening prospective employees and volunteers."

Instructions:

- 1) The requesting organization should complete page one of this form **in ink**.
- 2) The person being screened will complete page two of this form **in ink**, ensuring the Authorization of Release of Information is signed and dated.
- 3) Verify SSN and DOB with a driver's license or other means of identification and obtain a copy **for your records**.
- 4) Authorization is only valid for sixty (60) days from the date signed
- 5) **A ten dollar (\$10) fee is required for each individual screened.** Include a check or money order made payable to State of Wyoming. **DO NOT SEND CASH.**
- 6) **Submit an envelope addressed to the Organization requesting the check with the request.** Postage is not required but is appreciated.
- 7) For accuracy purposes, please attach a typed list of the names, dates of birth and social security numbers for all individuals being screened.
- 8) Incomplete forms and requests not accompanied by a check or money order will be returned unprocessed.
- 9) Only applications with original signatures will be accepted. Electronic signatures, scanned or faxed copies are not accepted.
- 10) The SS-26 Form will be returned to the agency requesting the screen when it is complete.
- 11) ~~¥~~By including an email, you acknowledge The Department of Family Services may send you results electronically, and agree to abide by all confidentiality laws regarding Central Registry data. The original will follow by mail.
- 12) Areas marked by an asterisks (*) are required fields.

Mail application to:

Department of Family Services
Central Registry
2300 Capitol Ave, 3rd Floor
Cheyenne, WY 82002

Note: Central Registry screens are specific to the State of Wyoming.

To be Completed by Organization/Facility (Print clearly)

*Name of person being screened: _____

*Organization requesting check: _____

*Contact person for requesting organization: _____

*Mailing Address: _____

*City: _____ *State: _____ *Zip: _____

*Phone: (____) _____

¥Organization Email (optional): _____

For Central Registry Use only

Date Completed _____ Reference Number _____

Check Number _____ Money Order Number _____

Person being screened listed on the DFS Abuse/Neglect Central Registry? YES NO

Central Registry Specialist Initials _____

OF CHILD & ADULT ABUSE/NEGLECT CENTRAL REGISTRY INFORMATION

To Be Completed by Person Being Screened (Please type or print legibly in ink.)

I hereby authorize the Wyoming Department of Family Services to conduct a Wyoming Central Registry Record Search to check for abuse, neglect and exploitation of children or vulnerable adults. I agree to provide the following information and any other information needed to initiate the background check. I understand that any falsification of information or substantiated abuse or neglect activities may be the grounds for termination of employment.

*Legal Name (First, Middle, Last) _____

*Maiden Name _____

*Former Married Names _____

*Aliases or Nicknames _____

*Social Security Number _____

*Date of Birth _____

*Gender: Male Female

*Current Address _____

*City _____ *State _____ *Zip _____ *Phone _____

*List All Addresses for the past five (5) years

_____	_____
_____	_____
_____	_____

“Voluntarily” List Names of Your Children (This information assures accuracy of the screen)

_____	_____	_____
_____	_____	_____

If you do not agree to electronic submission of results to the email address listed on page 1 please opt out by initialing here. _____

I hereby authorize the results of this check be provided to the Organization/Agency identified on Page 1 of this form. If this application is being made as a requirement of a child placing agency, therapeutic foster care, and/or an adoption agency, I hereby authorize the requesting agency to provide the results of this check to the Department of Family Services.

***Signature of Person Being Screened**

***Date Valid for 60 Days**

*Pursuant to W.S. 14-3-214(f) and W.S. 35-20-116(a), any organization receiving a report that a prospective employee/volunteer is “under investigation”, shall be notified of the final determination of that investigation. A second screen result will be sent to the Organization on Page 1 when a final determination is made in these cases.

LARAMIE MONTESSORI SCHOOL

Oath and Consent Form

Please print or type.

Today's Date _____

Name _____ List **all** other names used previously _____
last first middle initial use additional paper if necessary

Address _____ City, State, Zip _____

Phone _____ Date of Birth _____ Soc. Sec. No. _____

Position you will be working _____ Location of job _____

1. List all felonies and misdemeanors (other than misdemeanor traffic offenses or traffic infractions) for which you have ever been charged and/or convicted. Please **attach a description of each offense and the disposition**.

CRIME

DATE

LOCATION (City, County, State)

Use additional pages if necessary

For the purposes of this question, "convicted" means an unvacated determination of guilt by any court having legal jurisdiction of the offense and from which no appeal is pending. Pleas of guilty and *nolo contendere* shall be deemed convictions. A person is deemed to have been convicted if such person has been convicted under the laws of this state, any other state, the United States, or any territory subject to the jurisdiction of the United States of an unlawful act which, if committed within this state, would be a conviction and/or if a person has plead guilty or *nolo contendere* to any offense which resulted in a deferred prosecution, conviction or adjudication.

2. Have you ever had a teacher, administrator, special services license, certificate, or any other occupational permit, license, credential, or equivalent document subjected to any disciplinary proceedings, including but not limited to denial, reprimand, admonition, suspension, or revocation, or have you ever voluntarily surrendered such a permit or are you currently under investigation? _____ Yes _____ No

If "Yes", then on a separate sheet of paper, state the following:

- a. the license, permit, certificate, credential, or any other equivalent document;
- b. the name and number under which it was held;
- c. the issuing and disciplining authority;
- d. the nature of the claim(s);
- e. the date of resolution;
- f. the final disposition, i.e., revocation, suspension, etc.; and
- g. the date and result of any subsequent re-application.

If you are currently under investigation by any licensing or certifying agency, please state:

- h. the agency's name and address; and
- i. the nature of the charge(s) or event(s) that caused such an investigation to occur.

3. Have you ever been dismissed or discharged, have you resigned in order to avoid discipline or discharge, or have you ever been asked to resign by any employer? _____Yes _____No

If "Yes", then on a separate sheet of paper, state the name address, and telephone number of the employer; the nature of the allegations; and the final disposition.

4. Has the Department of Family Services (or equivalent agency in another state) ever substantiated and/or investigated a report against you for abuse or neglect? _____Yes _____No

If "Yes", please elaborate below, including dates, location, and nature of incident(s). Please also describe the result of any investigation taken and the outcome.

Use additional pages if necessary

My signature below attests that I understand the following:

1. All criminal agencies are hereby authorized and directed to furnish and release all criminal history record information or confirm that no criminal history record information exists concerning me.
2. This consent to release of records and information is intended to waive any privilege which may assert with regard to the records or information so indicated.
3. The criminal justice agencies will notify the school district of their findings per Wyoming Statutes 21-7-401 and 7-19-201.
4. A photostatic or facsimile copy of this authorization shall serve in the same status as an original and may be considered as though an original were presented.
5. Any falsification of these records or failure to provide a complete report to questions asked on this form may result in termination of employment or in failure to be employed.

Number of attached pages of explanation to aforementioned items: _____

ATTESTATION

I hereby attest that all information I am submitting is true and complete to the best of my knowledge. I understand that any intentional misrepresentation may result in termination of employment or in failure to be employed and with this attestation may be punishable by law. I authorize law enforcement agencies, courts, health care providers, and custodians of administrative records to disclose to Albany County School District One, the Wyoming Department of Criminal Investigation, and the Federal Bureau of Investigation information from records in their possession. I further authorize these agencies to permit the examination and to furnish copies of all records and other reports in their possession and control. I understand that the specific type of information to be disclosed includes reports of any kind contained in my record file, regardless of their origin.

Signature

Date