

STAFF SUSPENSION, DISMISSAL, TERMINATION AND RESIGNATION OF EMPLOYMENT

Teaching Staff

The Board shall follow the procedures established by law with respect to the suspension, dismissal, or termination of employment of any teacher.

W.S. 21-7-101 et seq.

Classified Staff

All classified staff are employed "at will," and the employment of such staff shall be terminable "at will" by the District for any reason at any time that is not prohibited by law. The School District is not required by this policy to provide classified staff whose employment has been terminated or suspended with a contested case hearing or with reasons for the suspension or termination. Any oral statement or promise to the contrary is not binding upon the school district or the Board of Trustees. Should a statement be made to any classified employee indicating that his/her term of employment is other than "at will", such statement is not valid or binding unless confirmed by formal Board action.

The Superintendent may suspend any classified employee either with or without pay, subject to later action by the Board. The Superintendent shall promptly report any suspension to the Board.

Resignation

All contracts with school district employees (including continuing contract teachers) are equally binding upon the District and the staff member. The obligations of the contract should be respected and performed by both parties. Requests to be released from such contracts are discouraged. Requests by employees to be released from a contract will be considered by the Board.

In each instance in which an employee requests a release from a contract or his/her position with the district (regardless of whether the request is approved or disapproved) or tenders a resignation that is not approved or otherwise fails to complete the term of his/her contract, the employee shall be required to

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pay the District, or the District will deduct from payroll, the sum of 5% of the employee's annual contract salary as liquidated damages, unless a request for a release from the contract is received by Human Resources prior to May 15th (prior to the contract year at issue).

Employees resigning employment must provide written notice to the Board through his/her supervisor, the Superintendent, or the Human Resources Department.

Early Notice Incentive

For certified, professional, and administrative staff members resigning from their position for the ensuing year, the following incentive shall apply:

If an eligible staff member provides the District with written notification of resignation prior to March 1st and works through the end of their contract, the District will pay the employee a \$1,000.00 incentive payment with the June regular payroll.

NOTE: The amount of incentive will be prorated for staff members working on a part-time basis (Example: If a professional staff member is working 4/8 of a full-time contract, they would only be given ½ of the incentive.)

W.S. 21-7-107

First Reading: 2-3-25
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