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- A. **Goals:** The goal of the Board of Trustees of the Weiser School District is to provide an educational program of the highest possible standards. Success in attaining this goal is dependent, in large measure, upon the competency of the professional staff and of those who serve in direct supporting positions to the instructional programs.
- B. **Recruitment Policy:** It shall be the policy of the Board of Trustees to recruit and retain the highest caliber of professional personnel and noncertified employees.
- C. **Professional Preparation:** It shall be the policy of the Board of Trustees to encourage the continued professional preparation of all certificated personnel.
- D. **Appointments:** It shall be the policy of the Board of Trustees to appoint all personnel only upon the recommendation of the Superintendent of Schools.
- E. **Affirmation Of Constitutional Rights:**
1. The Weiser School District Board of Trustees herewith reaffirms its commitments to the fundamental principles of justice, due process, equal protection under the law and the right to petition for redress of grievances set forth in the Constitution of the United States, especially in the First, Fifth and Fourteenth Amendments, and as interpreted by the legislative and judicial branches of Federal and State governments with respect to policies of employment and delivery of services in Idaho schools.
 2. Recognizing the constitutional and legal validity of the principles and procedures set forth in these laws, the Board of Trustees and those under its control and supervision, as a matter of basic educational policy, shall establish and maintain instructional processes which, both in their substances and in their management, reflect and respect those fundamental human values. Sound educational practices dictate that all who participate in the operation of the public schools avoid unfair and discriminatory practices, both in the area of personal administration and in that of delivery of educational services.
- F. **Employment Practices:** With respect to the employment policies, practices and procedures of the Weiser School District Board of Trustees and those under its control and supervision, the only criteria for the recruiting, selecting, hiring, promotion, compensation, transfer, re-assignment, discipline, demotion, lay off and termination of any employee or applicant for employment

shall be individual work merit and ability, job qualification, and job performance. Specifically prohibited by this policy is discrimination against employees or job applicants on the basis of sex, age, ancestry, national or ethnic origins, race, color, exceptionality, religion, family relationships or political patronage. The Board of Trustees and those under its control and supervision shall solicit job applications from qualified women and minority candidates and will operate according to the doctrine of equal pay for equal work. At the same time, the Board of Trustees and those employees under its control and supervision shall avoid operating their employment practices according to a quota system or engaging in discriminatory practices of hiring because of minority group membership or because of sex.

- G. Affirmative Action: With respect to delivery of services, this policy provides that the Board of Trustees and those employees under their control and supervision will take affirmative action to assure that the educational resources and opportunities of the Weiser School District are made available, on an equal basis, to all students under the jurisdiction of the School District, without regard to sex, conditions of birth, ancestry, national or ethnic origin, race, color, exceptionality, religion, family relationships or personal or political patronage.
- H. Affirmative Action Grievances: Employees, applicants for employment, students and other patrons of the Weiser School District who feel that their civil rights have been violated because of sex, race, age, ancestry, nationality, ethnic origin, color, exceptionality, religion, family relationships or personal or political patronage, may have affirmative action grievances heard by any of the following procedures:
1. District Procedure: It is usually good practice to use local agencies first to seek mediation of grievances. The local procedure for airing grievances is included in the District affirmative action plan. After reading this plan, individuals may contact the District Affirmative Action Director.
 - a. The District affirmative action plan may be obtained from the office of the Superintendent. A grievance procedure for non-certificated personnel is listed under Section 204.5 of the Board of Education policies in this Policy Manual.
 - b. Contact the District office for information.
 2. Mediation: The law also makes these other agencies available to employees for mediation or to rectify affirmative action grievances:

- a. The Office of Civil Rights
U. S. Department of Education
915 Second Avenue, Room 3310
Seattle, Washington 98174-1099
Phone: (206) 220-7900
Fax: (206) 220-7887
Email OCR.Seattle@ed.gov

- b. The Equal Employment Opportunity Commission
414 Olive Way, 4th Floor
Seattle, Washington 98104
Phone: (206) 442-0968

- c. The Wage and Hour Division of the
Employment Standards Administration
Department of Labor
550 West Fort Street
Boise, Idaho 83702
Phone: 334-2327

- d. Idaho Human Rights Commission
506 North 5th Street
Boise, Idaho 83720
Phone: 334-2873

ADOPTED:
6-13-1977

AMENDED:
1994; 1996; 2002; 2006

- A. **Recruitment:** Recruitment of the professional staff members of the District shall be the responsibility of the Superintendent of Schools or his appointed representative. In the discharge of this responsibility, the Superintendent shall make use of such other administrative and supervisory staff members as may be both practical and effective. Recruitment practices shall be conducted in a professional and competent manner, with utmost regard for the welfare of the School District. Notification of position vacancies shall be announced within the School District, as well as with teacher education agencies.
- B. **Discrimination:** It shall be the policy of the Weiser School District, in subscribing to and promoting the principles of equal protection under the law, that neither the Board of Trustees nor its designated agents shall discriminate in the selection or employment of any person because of race, color, religion, sex, blood-relationship, age, birth, ancestry or national origin. It is the intent of the Board that the District shall comply not only with the letter of the law, but with the spirit of the law as well.
- C. **Commitment To Equality:** This commitment by the Board of Trustees to the concept of equal protection under the law shall find support through the following procedures:
1. The Superintendent shall attempt to recruit, employ, train and promote a certified and classified staff which, in its membership, closely approximates the ethnic and sexual composition which exists in the population of the Weiser School District.
 2. The Superintendent shall be committed to an affirmative action program as the best means of taking positive steps to implement equal employment opportunity. In implementing the objectives and goals or timetables of the District's affirmative action program, the Board shall insure that the selection process shall not deliberately result in discrimination or preferential treatment.
- D. **Interviews:**
1. A personal interview with each applicant is considered the most satisfactory method of selection, both for the applicant and the School District. If an applicant is being considered for a position he/she shall be asked to secure a personal interview with the Principal in charge or selection committee of the school wherein the vacancy exists. All applicants desiring

a position in the Weiser School District shall file a formal application with the Superintendent. No applicant shall receive a contract until suitable and favorable credentials have been received and filed with his/her formal application.

2. All pre-employment interviews shall be conducted in accordance with the affirmative rights of the applicants and without regard to their sex, race or cultural backgrounds. Interviewees shall consist of a panel designated by the Superintendent or the Building Principal. A list of questions shall be prepared which relate specifically to qualifications of the position in question.

LEGAL REFERENCE:

Idaho Code Sections
33-513

ADOPTED:

5-18-1982

AMENDED:

1994, 2002

Selection of staff personnel shall be based on the following qualifications:

- A. Training and certification.
- B. Demonstrated professional competency.
- C. Personal characteristics.
- D. Suitability for the position.
- E. Compatibility with School District policy and clearance of criminal history check.
- F. Experiential qualifications.

Staff personnel qualifications shall be evaluated upon the merits of the candidates, without regard to their race, religion, age, sex or marital status.

ADOPTED:

6-13-1977

AMENDED:

1996

All professional employees shall be properly certificated prior to the beginning of each contract as required by statutory enactment of the State Department of Education.

LEGAL REFERENCE:

Idaho Code Sections
22-1254

ADOPTED:

6-13-1977

It is the policy of this district that all certificated employees shall adhere to the Code of Ethics for Idaho Professional Educators, as adopted by the State Board of Education, effective March 20, 2004, and any amendments thereto.

DEFINITIONS

1. Administrative Complaint. A document issued by the State Department of Education outlining the specific purported violations of Idaho Code Section 33-1208 or the Code of Ethics for Idaho Professional Educators.
2. Allegation. A purported violation of the Code of Ethics for Idaho Professional Educators or Idaho Code.
3. Certificate. A document issued by the Department of Education under the authority of the State Board of Education allowing a person to serve in any elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse, or school librarian (Section 33-1201, Idaho Code).
4. Certificate Denial. The refusal of the state to grant a certificate for initial or reinstatement application.
5. Certificate Suspension. A time-certain invalidation of any Idaho certificate as determined by a stipulated agreement or a due process hearing panel as set forth in Idaho Code Section 33-1209.
6. Complaint. A signed document defining the allegation that states the specific ground or grounds for revocation, suspension, denial, or placement of reasonable conditions on a certificate, or issuance of a letter of reprimand (Section 33-1209(1), Idaho Code). The State Department of Education may initiate a complaint.
7. Conditional Certificate. Allows an educator to retain licensure under certain stated certificate conditions as determined by the Professional Standards Commission (Section 33-1209(10), Idaho Code).
8. Contract. Any signed agreement between the school district and a certificated educator pursuant to Section 33-513(1) Idaho Code.
9. Conviction. Refers to all instances regarding a finding of guilt by a judge or jury; a plea of guilt by Nolo Contendere or Alford plea; or all proceedings in which a sentence has been suspended, deferred, or withheld.
10. Educator. A person who holds or applies for an Idaho certificate (Section 33-1001(16) and Section 33-1201, Idaho Code).
11. Education Official. An individual identified by local school board policy, including, but not limited to, a superintendent, principal, assistant principal, or school resource (SRO) officer.

12. Ethics Committee. A decision-making body comprised of members of the Professional Standards Commission, including the chair and vice-chair of the Commission. A prime duty of the Committee is to review purported violations of the Code of Ethics for Idaho Professional Educators to determine probable cause and direction for possible action to be taken against a certificate holder.
13. Hearing. A formal review proceeding that ensures the respondent due process. The request for a hearing is initiated by the respondent and is conducted by a panel of peers.
14. Hearing Panel. A minimum of three (3) educators appointed by the chair of the Professional Standards Commission and charged with the responsibility to make a final determination regarding the charges specifically defined in the administrative complaint.
15. Investigation. The process of gathering factual information concerning a valid, written complaint in preparation for review by the Professional Standards Commission Executive Committee, or following review by the Executive Committee at the request of the deputy attorney general assigned to the Department of Education.
16. Minor. Any individual who is under eighteen (18) years of age.
17. Not-Sufficient Grounds. A determination by the Executive Committee that there is not-sufficient evidence to take action against an educator's certificate.
18. Principles. Guiding behaviors that reflect what is expected of professional educators in the state of Idaho while performing duties as educators in both the private and public sectors.
19. Reprimand. A written letter admonishing the certificate holder for his/her conduct. The reprimand cautions that further unethical conduct may lead to consideration of a more severe action against the holder's certificate.
20. Respondent. The legal term for the professional educator who is under investigation for a purported violation of the Code of Ethics for Idaho Professional Educators.
21. Revocation. The invalidation of any certificate held by the educator.
22. Stipulated Agreement. A written agreement between the respondent and the Professional Standards Commission to resolve matters arising from an allegation of unethical conduct following a complaint or an investigation. The stipulated agreement is binding to both parties and is enforceable under its own terms, or by subsequent action by the Professionals Standards Commission.
23. Student. Any individual enrolled in any Idaho Public or private school from preschool through Grade 12.
24. Sufficient Grounds. A determination by the Executive Committee that sufficient evidence exists to issue an administrative complaint.

CODE OF ETHICS FOR IDAHO PROFESSIONAL EDUCATORS

Preamble:

Believing in the worth and dignity of each human being, the professional educator recognizes the supreme importance of pursuing truth, striving toward excellence, nurturing democratic citizenship, and safeguarding the freedom to learn and to teach while guaranteeing equal educational opportunity for all. The professional educator accepts the responsibility to practice the profession according to the highest ethical principles. The Code of Ethics for Idaho Professional Educators symbolizes the commitment of all Idaho educators and provides principles by which to judge conduct.

Aspirations and Commitments of Professional Educators:

1. The professional educator aspires to stimulate the spirit of inquiry in students and to provide opportunities in the school setting that will help them acquire viable knowledge, skills, and understanding that will meet their needs now and in the future.
2. The professional educator provides an environment that is safe to the cognitive, physical, and psychological well-being of students, and provides opportunities for each student to move toward the realization of his/here goals and potential as an effective citizen.
3. The professional educator, recognizing that students need role models, will act, speak, and teach in such manner as to exemplify nondiscriminatory behavior, and encourage respect for other cultures and beliefs.
4. The professional educator is committed to the public good and will help preserve and promote the principles of democracy. He/she will provide input to the local school board to assist in the board's mission of developing and implementing sound education policy while promoting a climate in which the exercise of professional judgment is encouraged.
5. The professional educator believes the quality of services rendered by the education profession directly influences the nation and its citizens. He/she strives, therefore, to establish and maintain the highest set of professional principles of behavior, to improve educational practice, and to achieve conditions that attract highly qualified persons to the profession.
6. The professional educator regards the employment agreement as a pledge to be executed in a manner consistent with the highest ideals of professional service. He/she believes that sound professional personal relationships with colleagues, governing boards, and community members are built upon integrity, dignity, and mutual respect. The professional educator encourages the practice of the profession only by qualified persons.

Principle I – Violations of Laws and Statutes:

A professional educator abides by all federal, state, and local laws and statutes. Unethical conduct may include the conviction of any felony or misdemeanor offense as defined by Section 18-110 and Section 18-111, Idaho Code. All infractions (traffic) as defined by Section 18-113A, Idaho Code, are excluded.

Principle II – Professional Relationships with Students:

A professional educator maintains a professional relationship with all students, both inside and outside of the classroom. Unethical conduct includes, but is not limited to:

- a. Committing any act of child abuse, including physical and/or emotional abuse;
- b. Committing any act of cruelty to children or any act of child endangerment;
- c. Committing or soliciting any sexual act from any minor or any student regardless of age;
- d. Committing any act of harassment (e.g., sexual harassment) as defined by district policy;
- e. Soliciting, encouraging, or consummating a romantic or inappropriate relationship (whether written, verbal, or physical) with a student, regardless of age;
- f. Using inappropriate language, including, but not limited to, swearing and improper sexual comments (e.g., sexual innuendoes or sexual idiomatic phrases);
- g. Taking inappropriate pictures (digital, photographic, or video) of students;
- h. Inappropriate contact with any minor or any student regardless of age using electronic media;
- i. Furnishing alcohol or illegal or unauthorized drugs to any student, or allowing or encouraging a student to consume alcohol or unauthorized drugs except in a medical emergency; and
- j. Conduct that is detrimental to the health and welfare of students.

Principle III – Abuse of Alcohol or Drugs:

A professional educator refrains from the abuse of alcohol or drugs during the course of professional practice. Unethical conduct includes, but is not limited to:

- a. Being on school premises or at any school-sponsored activity, home or away, involving students while possessing, using, or consuming illegal or unauthorized drugs.
- b. Being on school premises or at any school-sponsored activity, home or away, involving students while possessing, using, or consuming alcohol;
- c. Inappropriate or illegal use of prescription medications or school premises or at any school-sponsored events, home or away;
- d. Inappropriate or illegal use of drugs or alcohol that impairs the individual's ability to function; and
- e. Possession of any illegal drugs as defined in Chapter 27, Idaho Code, Uniform Controlled Substances.

Principle IV – Honesty and Integrity:

A professional educator exemplifies honesty and integrity in the course of professional practice. Unethical conduct includes, but is not limited to:

- a. Fraudulently altering or preparing materials for licensure or employment;
- b. Falsifying or deliberately misrepresenting professional qualifications, degrees, academic awards, and related employment history when applying for employment or licensure;
- c. Failure to notify the state at the time of application for licensure of past revocations or suspensions of a certificate or licensure from another state;
- d. Failure to notify the state of past criminal convictions at the time of application for licensure;
- e. Falsifying, deliberately misrepresenting, or deliberately omitting information regarding the evaluation of students and/or personnel, including improper administration or any standardized tests (changing test answers, copying, or teaching identified tests items, unauthorized reading of the test to students, etc.);
- f. Falsifying, deliberately misrepresenting, or deliberately omitting reasons for absences of leaves;
- g. Falsifying, deliberately misrepresenting, or deliberately omitting information submitted in the course of an official inquiry and/or investigation; and
- h. Falsifying, deliberately misrepresenting, or deliberately omitting material information on an official evaluation of colleagues.

Principle V – Public Funds and Property:

A professional educator entrusted with public funds and property honors that trust with a high level of honesty, accuracy, and responsibility. Unethical conduct includes, but is not limited to:

- a. Misusing, or unauthorized use, of public or school-related funds or property;
- b. Failure to account for funds collected from students or parents;
- c. Submitting fraudulent requests for reimbursement of expenses or for pay;
- d. Co-mingling of public or school-related funds in personal bank account(s);
- e. Using of school computers for a private business;
- f. Using of school computers to deliberately view or print pornography; and
- g. Deliberate use of poor budgeting or accounting practices.

Principle VI—Compensation:

A professional educator maintains integrity with students, colleagues, parents, patrons, or business personnel when accepting gifts, gratuities, favors, and additional compensation. Unethical conduct includes, but is not limited to:

- a. Unauthorized soliciting of students and/or parents of students to purchase equipment or supplies from the educator who will directly benefit;
- b. Accepting gifts from vendors or potential vendors for personal use or gain where there may be the appearance of a conflict of interest;
- c. Tutoring students assigned to the educator for remuneration unless approved by the local board of education; and
- d. Soliciting, accepting, or receiving a pecuniary benefit greater than fifty dollars (\$50) as defined in Section 18-1359(b), Idaho Code.

Principle VII—Confidentiality:

A professional educator complies with state and federal laws and local school board policies relating to the confidentiality of student and employee records, unless disclosure is required or permitted by law. Unethical conduct includes, but is not limited to:

- a. Sharing of confidential information concerning student academic and disciplinary records, personal confidences, health and medical information, family status or income, and assessment or testing results with inappropriate individuals or entities; and
- b. Sharing of confidential information about colleagues obtained through employment practices with inappropriate individuals or entities.

Principle VIII—Contract Obligations:

A professional educator fulfills all terms and obligations detailed in the contract with the local board of education or education agency for the duration of the contract. Unethical conduct includes, but is not limited to:

- a. Abandoning any contract for professional services without the prior written release from the contract by the employing school district or agency;
- b. Willfully refusing to perform the services required by a contract; and
- c. Abandonment of classroom or failure to provide appropriate supervision of students at school or school-sponsored activities to ensure the safety and well-being of students.

Principle IX—Reporting Breaches:

A professional educator reports breaches of the Code of Ethics for Idaho Professional Educators, and submits reports as required by Idaho Code. Unethical conduct includes, but is not limited to:

- a. Failure to comply with Section 33-1208A, Idaho Code (reporting requirements and immunity);
- b. Failure to comply with Section 16-1605, Idaho Code (reporting of child abuse, abandonment, or neglect);
- c. Failure to comply with Section 33-512B, Idaho Code (suicidal tendencies and duty to warn); and
- d. Having knowledge of a violation of the Code of Ethics for Idaho Professional Educators and failing to report the violation to an appropriate education official.

Principle X—Academic Freedom:

A professional educator ensures just and equitable treatment for all members of the profession in the exercise of academic freedom, professional rights and responsibilities while following generally recognized professional principles. Unethical conduct includes, but is not limited to:

- a. Any conduct that seriously impairs the certificate holder’s ability to teach or perform his/her professional duties;
- b. Committing any act of harassment toward a colleague;
- c. Conduct that is offensive to the ordinary dignity, decency, and morality of others;
- d. Failure to cooperate with the Professional Standards Commission in inquiries, investigations, or hearings;
- e. Using institutional privileges for the promotion of political candidates or for political activities, except for local, state, or national education association elections;
- f. Deliberately falsifying information presented to students;
- g. Willfully interfering with the free participation of colleagues in professional associations; and
- h. Taking inappropriate pictures (digital, photographic or video) of colleagues.

VIOLATION OF THE CODE OF ETHICS FOR IDAHO PROFESSIONAL EDUCATORS

A violation of the Code of Ethics for Idaho Professional Educators is grounds for denial, suspension or revocation of, or placement of reasonable conditions on, one’s teaching certificate. An allegation of ethical misconduct may be brought by an Idaho local board of trustees or by any individual - other than a student of an Idaho public school - who has substantial interest in the matter.

The board of trustees of this district, through its designee, shall, within ten (10) days of the date employment is severed, report to the chief officer of teacher certification the circumstances and the name of any educator who is dismissed, resigns, or is otherwise severed from employment for reasons that could constitute grounds for revocation, suspension, or denial of a certificate.

Upon receipt of an allegation, the Executive Committee of the Professional Standards Commission reviews the circumstances of the case and determines whether sufficient grounds exist to warrant filing a complaint against the individual accused of misconduct. If sufficient grounds are determined to exist, the chief certification officer of the Professional

Standards Commission files a formal complaint against the accused. Upon request, a hearing shall be held, and a recommendation shall be made to the Professional Standards Commission. The final decision of the Profession Standards Commission shall be subject to judicial review. Such hearings are held in compliance with Idaho Code Section 33-1209.



LEGAL REFERENCE:

Idaho Code Sections

33-513

33-1208(1)(j)

33-1208A

33-1209

IDAPA 08.02.02.076 and 08.02.02.077

ADOPTED:

AMENDED:

September, 2010

All certificated and non-certificated employees, including substitute staff and individuals involved in student training such as practicums and internships, hired after July 1, 2008, shall undergo a criminal history check as required by Idaho Code Section 33-130.

Employees are required to submit a completed ten (10) finger fingerprint card or scan to the Idaho State Department of Education no later than five (5) days after the employees' first day of employment with the school district or unsupervised contact with students in a K-12 setting, whichever is sooner.

The employee or individual involved in student training will be responsible for the cost of the criminal history check.

A record of all background checks will be maintained by the Idaho State Department of Education in a data bank for all employees of this district, with a copy going to the employee if so requested. *The district will obtain the results of each employee's background check from the Department and will review such results to determine if, based on the results the employee should be terminated, dismissed, or subject to other personnel action.*

For the purposes of this policy, "employee" is defined as those individuals hired by this district and paid a salary or wages from which federal and state income taxes are withheld.

The district will not hire individuals, and will terminate or dismiss employees who have been convicted of:

1. The aggravated assault of a child, or the assault with intent to commit a serious felony against a child;
2. The aggravated battery of a child, or the battery with intent to commit a serious felony against a child;
3. The injury or death of a child;
4. The sexual abuse of a child under sixteen (16) years of age;
5. The ritualized abuse of a child under eighteen (18) years of age;
6. The sexual exploitation of a child;
7. Possession of photographic representations of sexual conduct involving a child;
8. Lewd conduct with a child under the age of sixteen (16);
9. Sexual battery of a minor child sixteen (16) or seventeen (17) years of age;
10. The sale or barter of a child for adoption or other purposes;

11. The murder of a child, or the voluntary manslaughter of a child;
12. The kidnapping of a child;
13. The importation or exportation of a juvenile for immoral purposes;
14. The abduction of a person under eighteen (18) years of age for prostitution;
15. The rape of a child.

SUBSTITUTE TEACHERS

A substitute teacher employed by this district will not be required to undergo additional criminal history checks if he or she has obtained a criminal history check within the previous five (5) years, related to employment for another school district. If this district elects to require another criminal history check within the five (5) year period, it will pay the cost or reimburse the teacher for such cost.

VOLUNTEERS AND CONTRACTORS

All volunteers will be required to submit proof of identification, alias names, and other necessary identifying information, when applying to act as a volunteer. All contractors will be required to provide a list of all employees of the contractor, and proof of identification of those individuals, who are reasonably anticipated to be on the school premises for the purpose of carrying out the terms of the contract. Contractors and subcontractors, and their employees, will be required to submit proof of identification, alias names, and other necessary identifying information.

Unsupervised Contact with Students. All individuals who have unsupervised contact with students, including parent and community volunteers, contractors and subcontractors as well as their employees, will be required to undergo a criminal history background check. The individual is required to submit a completed ten (10) finger fingerprint card or scan to the Idaho State Department of Education no later than (5) days after the individual's first unsupervised contact with students in a K-12 setting. *The district will pay for criminal history checks of volunteers; contractors and subcontractors will be required to pay for their criminal history checks.*

Irregular Contact with Students. *The superintendent or designee will cross-check the names of all other individuals who have irregular contact with students, including volunteers, contractors, and subcontractors, with the State of Idaho sex offender registry no later than five (5) days following the first day that the individual is present in a K-12 setting for purposes of volunteering or fulfilling a contract. The individual will be required to provide proof of identification, alias names, and any other identifying information deemed necessary to complete the cross-check. If determined necessary by the superintendent or designee to ensure a safe environment for all students, any such individual may be required to undergo a criminal history check. The district will pay for criminal history checks of volunteers; contractors and subcontractors will be required to pay for their criminal history checks.*

The State of Idaho sex offender registry will be reviewed at least annually thereafter for volunteers or contractors who continue to be present on the school premises. Those individuals who are on the sexual offender registry will not be allowed to volunteer and/or work as contractors, or employees of a contractor, for the district.

LEGAL REFERENCE:

Idaho Code Sections

33-130	18-911	18-4003
33-512(15)	18-1501	18-4006(1)
33-512(16)	18-1506	18-4502
33-1202	18-1506A	18-5610
33-1204	18-1507	18-6101
33-1208	18-1507A	18-6108
18-905	18-1508	18-8305
18-907	18-1508A	18-8323
18-909	18-1511	18-8404

ADOPTED:

September, 2010

AMENDED:

Any employee of the district who is arrested, charge, or indicted on any criminal offense, whether misdemeanor or felony, and regardless of the jurisdiction, is required to immediately report the same to the Superintendent or designee. The report must occur within twenty-four (24) hours of such arrest, charge, or indictment, unless the employee is unable to do so, in which instance, the employee must report the incident as soon as practicable.

The employee is not required to report minor traffic infractions that are not classified as a misdemeanor or felony.

The employee is required to report to the Superintendent or designee the final disposition of the criminal matter, whether the employee was acquitted, convicted of the charge, or entered into a plea agreement. Such report must occur within one (1) business day of an order being issued, unless the employee is unable to do so.

Any employee who fails to report an arrest, charge, or indictment, or fails to report the final disposition thereof, may be subject to disciplinary action, up to and including dismissal.

Depending on the nature of the criminal offense, the district may take action relative to the individual's employment status, up to and including dismissal.

LEGAL REFERENCE:

Idaho Code Section 33-512

ADOPTED:

September, 2010

AMENDED:

Certificated personnel of the District will be employed pursuant to a written contract, on a form approved by the State Superintendent of Public Instruction. The employment contracts will state: (1) the length of time the contract is in force; (2) the total compensation of the contract period; and (3) the employee's full-time equivalent (FTE) status.

The District will enter into employment contracts with individuals who hold a valid certificate for the position they will be assigned on the date employment commences pursuant to the contract, unless a waiver has been requested and received from the State Department of Education.

ANNUAL CONTRACT EMPLOYEES:

The District may employ certificated personnel during their first three (3) years of employment in the District pursuant to any of the following contracts:

Category 1: A limited one-year contract for certificated personnel specifically offered for the duration of the ensuing school year to individuals hired after August 1st. The District may terminate the contract at the end of the contract year without any additional notice to the employee.

Category 2: A limited contract for certificated personnel in the first or second year of continuous employment with the District. Property rights do not attach to a Category 2 contract. If the Board decides not to employ the certificated employee for the ensuing school year, the employee will be provided with a written statement of the reasons for non-reemployment no later than May 25. The employee is not entitled to a review by the Board of any reasons or decisions reached not to reemploy the individual.

Category 3: A limited contract for certificated personnel during the third year of continuous employment with the District. On or before May 25, the Board will give written notice whether the employee will be reemployed for the ensuing school year. If the employee will not be rehired, the employee will be given the opportunity for an informal review of the Board's decision, upon submitting a written request for an informal review.

RENEWABLE CONTRACT EMPLOYEES:

Certificated employees, including administrative employees, who have been employed by this District for three (3) or more full years of continuous service, will have the right to automatic renewal by giving notice, in writing, of acceptance of renewal of the contract. The Board will notify each person entitled to a renewable contract not later than the fifteenth (15th) day of May. The notice will be given to the Board not later than the first (1st) day of June.

Any contract automatically renewed will be for the same length as the term stated in the current contract and at a salary no lower than that specified therein, to which will be added such increments as may be determined by statutory or regulatory rights of the employee by reason of training, service, or performance, except where the board has declared a financial emergency, as set forth in Idaho Code Section 33-522.

The Board has the right to offer a renewable contract increasing the salary of any certificated employee.

If the Board, for reasons other than unsatisfactory service, for the next contract year, decides to change the length of the terms stated in the current contract, to reduce the salary, or to not renew the contract of a certificated employee whose contract would otherwise be automatically renewed, a probationary period is not required.

EMPLOYING INDIVIDUALS WHO HAVE ATTAINED RENEWABLE CONTRACT STATUS:

The Board reserves the right to hire a certificated employee who has been on a renewable contract with another Idaho school district, or who has out-of-state experience which would qualify the individual for renewable contract status in Idaho by immediately granting renewable contract status to the individual, or placing the individual on a Category 3 annual contract. If the employee is hired under a Category 3 contract, the length of such a contract may be for one, two (2), or three (3) years.

CONTRACT DELIVERY AND RETURN:

The board is required to deliver the contract in person, with the delivery acknowledged in writing, or by certified mail, return receipt requested. The employee must return the signed contract within the time period set by the board, but in no event less than ten (10) days from the date of delivery. In the event an employee fails to return the contract as required, the board may declare the position vacant.

LEGAL REFERENCE:

Idaho Code Sections

- 33-513
- 33-514
- 33-514A
- 33-515
- 33-515A

ADOPTED:

2002

- A. Re-Assignment By Superintendent: The Superintendent shall be authorized to assign, re-assign or transfer all professional and nonprofessional personnel in the best interest of the School District.

- B. Request By Teacher: Teacher requested transfers between buildings within the District:
 - 1. The teacher desiring a transfer shall make his/her request, in writing, to the Superintendent prior to April 1 of the school year preceding the transfer. If the transfer is approved, the teacher will be notified by May 1.

 - 2. The teacher shall clearly state specific reasons for requesting the transfer. The teacher shall designate a building to which he/she wishes to transfer.

 - 3. A staff vacancy must exist in the school to which the teacher wishes to transfer in order for any consideration to be given to the request.

 - 4. The Principals of the "sending" and "receiving" schools shall be notified of the requested transfer. The Principals shall be considered by the Superintendent in making a final decision.

 - 5. The request for transfer shall be granted if it is not detrimental to the instructional program of the Weiser School District.

- C. Transfers Not Requested By Teachers: The Superintendent shall have the right to transfer any personnel of the District, certified or classified, when, in his/her opinion such transfer is in the best interest of the School District. In such cases, every effort shall be made, when possible, to confer with the employee involved at the earliest possible time. The best interest of the program of instruction shall, however, remain the most important criterion in this decision.

- D. Transfer Upon Vacancy: Transfer requests for vacancy that occur must be submitted within ten (10) calendar days after vacancy is declared.

ADOPTED:

5-18-1982

AMENDED:

1994, 1996

- A. Salary Negotiation: The Board of Trustees shall, through professional negotiation procedures with the Weiser Education Association (representative group), establish salary schedules and job descriptions for the several professional positions in the Weiser School District that are designed to: 1) attract to the Weiser School District the best candidates available, 2) provide stability to the professional staff, and 3) stimulate professional growth while in service.

- B. Review And Modification: These schedules and guides shall be subject to continuous review and modification as required for the continued improvement of the educational program of the Weiser School District. (See Memorandum of Understanding for advancement requirements.)

- C. Horizontal Advancement:
 - 1. In order to advance horizontally on the salary schedule, teachers shall submit requests for advancement in writing by April 1.

In determining the educational advancement the following conditions shall be met:
 - a. Only credits earned after initial certification shall be counted.

 - b. All credit counts are based on official transcripts on file at the Weiser School District office prior to September 15 of the year the teacher wishes to advance.

 - c. Only credits earned at an institution of higher education accredited by the State Board of Education or a regional accrediting association shall be allowed.

 - 2. In determining the experience advancement, the actual complete years of teaching or administrative service in public school or in a private or parochial school accredited by a regional accredited association shall be credited.

LEGAL REFERENCE:

Idaho Code Sections
33-1271 through 33-1276

ADOPTED:

5-18-1982

AMENDED:

1994; 1996

The Board of Education shall establish a supplementary salary schedule and guide for special assignments carried on outside of regular hours.

ADOPTED:

5-18-1982

AMENDED:

1994

- A. The School District shall provide tort liability insurance and workman's compensation for all employees. (See Memorandum of Understanding for other insurance information and part-time employee benefits.)
- B. **Full-Time Employees:** Group health, vision, life and dental insurance may be paid for certified personnel by the School District. The dollar amount that the School District shall contribute toward insurance premiums shall be determined annually and approved by action of the Board of Trustees.
- C. **Part-Time Employees – *working over 20 hours per week, but less than full time:***
 - 1. Benefits: group health, vision, life and dental insurance will be pro-rated based on hours worked. The balance of the benefit premium will be the employee's responsibility and will be deducted from employee's earned income.
 - 2. Part-time Employees qualifying for partial benefit may waive insurance. No provisions shall be made for receiving cash in lieu of the benefit amount.
- D. **Part-Time Employees – *working less than 20 hours per week:***
 - 1. Part-time employee is defined as an individual who normally works less than twenty (20) hours per week.
 - 2. These part-time people are not entitled to any benefits unless they are bus drivers, then they have full benefits beginning September 1, 1993, with the exception of retirement and unused sick leave.

ADOPTED:

5-18-1982

AMENDED:

1994

It shall be the policy of the Board of Trustees that there be a minimum of five (5) participants in any one particular plan that requests a payroll deduction from the salaries of certificated personnel for payment of annuities. A list of companies now participating will be furnished upon request of the employee.

ADOPTED:

3-9-1987

This District recognizes the federal requirements to establish a "drug free workplace" and it does not tolerate drug or alcohol abuse by its employees. Employees are prohibited from manufacturing, dispensing, using, possessing, or distributing illegal drugs or alcohol on any school premises or at any school activity. Employees are further prohibited from being under the influence of illegal drugs or alcohol on any school premises or at any school activity.

The drug free workplace requirements extend to all property owned by the District, all activities sponsored by the District, and include any vehicle owned by this District.

A. Definitions:

**ILLEGAL DRUG
USE:**

The use, possession or distribution of illegal drugs, or the abusive use of other drugs, or the use of alcohol on any school premises or at any school activity.

ILLEGAL DRUGS:

Any controlled substances defined by Idaho Code Section 37-2701, or any other substance which is used to alter or change the mood of an individual, or anabolic steroids. The term "illegal drugs" does not include over the counter drugs or prescriptions prescribed by a doctor or dentist specifically for the person in possession of those drugs.

**UNDER THE
INFLUENCE:**

This definition covers not only all well-known and easily recognized conditions and degrees of intoxication but any abnormal mental or physical condition which is the result of indulging to any degree in unlawful alcohol or illegal drugs, and which tends to deprive one of that clearness of intellect and control of himself or herself which he or she would otherwise possess.

**UNLAWFUL
ALCOHOL:**

Any alcoholic beverage as defined by Idaho Code Sections 23-105 and 23-1001.

**UNLAWFUL
ALCOHOL USE:**

The use, possession, or distribution of alcohol on any school premises or at any school activity.

VIOLATIONS:

The commission of an act of illegal drug use or unlawful alcohol use by a District employee.

- B. Drug-Free Awareness Program: The District will establish a drug-free awareness program to inform employees about: 1) the dangers of drug abuse in the workplace; 2) the District's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug use violations.

Upon adoption of this policy or initial employment with the District, all employees will receive a copy of this policy.

Any employee working in the department responsible for the performance of a federal grant will, as a condition of employment, agree to abide by the terms of the policy and to notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

A signed statement acknowledging receipt and understanding of and agreement to abide by, this policy will be placed in the employee's personnel file.

- C. Disciplinary Action:

- 1. Any employee who violates the terms of the District's drug and alcohol policy may be subject to disciplinary action, including, but not limited to, discharge, suspension, and/or referral for drug and alcohol abuse evaluation and rehabilitation, at the discretion of the Board.

- 2. Notwithstanding the above paragraph, a District bus driver will be suspended from all duties pending investigation when reasonable suspicion exists that the driver may be under the influence of illegal drugs or alcohol. If a bus driver is found to have violated this policy, he or she will be immediately terminated from District employment and the incident will be reported to the State Department of Education. The Board or designee will recommend license revocation to the Idaho Department of Transportation.

- 3. If reasonable suspicion exists that federal, state, or local laws have been violated, the District will notify the appropriate law enforcement agencies. Pursuant to the Drug-Free Workplace Act, the District will report to the federal granting agency, within ten (10) days, any conviction for a violation of this policy by an individual employed in a department responsible for the performance of a federal grant.

LEGAL REFERENCE:

Idaho Code Sections

23-105

23-1001

33-513

33-517

37-2701

41 USC Section 702, et seq.

Black's Law Dictionary 1527 (6th ed. 1990)

ADOPTED:

1994

AMENDED:

2002

The Weiser School District shall supervise and evaluate all certified staff as identified in Idaho Code 33-1001(16) and 33-515 as a means of maintaining and improving excellence in teaching and instruction within the district. The Board of Trustees shall employ, retain and advance only the most qualified professional personnel.

The Board of Trustees has adopted Enhancing Professional Practice: A Framework for Teaching (2nd Edition), by Charlotte Danielson as the research based text upon which the district evaluation model is based. The evaluation model will be reviewed periodically by an ad hoc committee appointed by the Superintendent and comprised of representatives from the Board of Trustees, the teachers association, and building administrators who will evaluate the efficacy of the model.

The Superintendent or his/her designee shall provide training on the evaluation model for the Board of Trustees, teachers, and other certified employees of the district on a schedule decided upon by the Superintendent, but at least once annually.

A. Supervision of Instruction:

1. Each building administrator is responsible for the supervision of the certified staff in their building using procedures developed in compliance with State statutes, State Board of Education rules, and district adopted procedures for conducting evaluations. The supervision procedures for teachers will be based on a board approved **Instruction Cycle** (see addendum A).

a. Building principals should recommend to the Board of Trustees, at the April board meeting, all certified staff members to be rehired for the coming year.

b. Building administrators will look for trends and patterns in the collection of evaluation data to determine any professional development needs unique to their building staffs.

c. Teachers participating on Instructional Learning Teams (Option 2) may also recommend areas for professional development.

2. A district Summative Evaluation Form will be completed and kept on file for each certificated teacher by the following dates:

a. First, second and third year teachers: twice annually, at least one to be completed during the first semester of the school year

b. Continuing contract teachers: once annually

3. Non-classroom certificated employees will be evaluated once annually by the building administrator or their designee.

B. Remediation/Probation

1. Certificated employees who are determined to be in need of remediation shall meet with their building administrator to discuss the areas needing improvement and the strategies and resources available to address the identified areas of concern.

2. If a certificated employee's performance evaluation is determined to be unsatisfactory, following a period of probation as provided for in Idaho Code 33-514 and 33-515, the Board of Trustees may choose not to renew the employee's contract for the next school year.
3. The district shall follow the provisions of Idaho Code 33-514 and 33-514(A) for non-renewal of Category 1 and Category 2 contracted personnel.

C. Appeal:

1. If there is a disagreement over the contents of teacher's summative evaluation, the teacher may write a rebuttal to accompany the evaluation and have it placed in their personnel file.
 - a. Employees may review all materials in their personnel file by making an appointment with the building administrator.

D. Self-Evaluation:

1. All certificated employees shall conduct a yearly self-evaluation using the approved evaluation model. The purpose of the self-evaluation shall be to assist the certificated employee in the development of a professional growth plan which will be included in their annual evaluation.
 - a. The plan shall be reviewed periodically in order to assess the progress made towards the stated goals and to make revisions as warranted.

E. Optional Instructional Improvement Activities for Teachers:

1. Option 1: Teachers may participate in a program of Peer to Peer Observations and keep a record of those observations in their personnel file.
2. Option 2: Teachers may volunteer to participate as a member of an instructional Learning Team in their building made up teachers and administrators who participate in a series of observations and discussions with the goal of helping all members improve their ability to recognize effective teaching strategies and improve their instructional practice.

LEGAL REFERENCE:

Idaho Code Sections
33-513 through 33-515
SBR 08.02.02.120

ADOPTED:

1994

AMENDED:

2002, April 2010, July 2010

The Superintendent may require a teacher to take a physical examination with a doctor to be designated by the Superintendent, in the event that there becomes reason to doubt the teacher's physical or emotional capability to perform his/her duties. In the event that a physical examination is required by the School District, the School District shall pay the cost of said examination.

LEGAL REFERENCE:

Idaho Code Sections
33-1202

ADOPTED:

5-18-1982

Purpose and Policy Statement: The purpose and intent of this policy is to allow teachers to share a single staff position only when the overall quality of education for the children involved is benefitted and enhanced.

Teachers who wish to share a single staff position and/or work on a shared time basis shall submit a written request to the building principal. The request should address discipline, rules, parent/teacher conferences, communication and coordination between the teachers involved, and program evaluation. Following a principal/teacher conference on the request, the principal may recommend to the Superintendent and Board of Trustees that a shared-time contract is issued to the applicants, subject to the following conditions:

- A. Each request will be considered on a case by case basis. All requests should be made prior to April 1 of the school year prior to the start of the shared-time position.
- B. The building principal shall determine division of professional duties and of instructional responsibilities after consulting with the prospective shared-time teachers.
- C. Shared-time teachers shall attend all conferences, meetings and in service activities as if they were full-time employees. Both teachers will be in the classroom all day the first two (2) days of student attendance to discuss rules and expectations and the last student day of school for the current year.
- D. If one of the partner-teachers in a shared position is unable to fulfill the contract, the remaining partner will be given the opportunity to assume a full-time contract for the balance of the school year. Should the remaining partner-teacher wish to remain shared-time, the district may attempt to hire a shared-time replacement for the balance of the school year. If the district is unable to hire a qualified (as determined by the building principal) shared-time replacement, the remaining partner-teacher is obligated to assume a full-time contract for the balance of the school year.
- E. If, at the end of the year, one of the partner-teachers in a shared position resigns or applies for full-time reassignment, the remaining partner-teacher must resign, apply for full-time assignment, or reapply with another partner-teacher.
- F. Each shared-time teacher's salary will be prorated on what he/she would be entitled to if employed on a full-time basis.
- G. Benefits will be shared, half-and-half by each shared-time teacher or, by *mutual agreement of the shared-time teachers*, one may have the full benefits

and not the other. In the case of one receiving the full time benefit, both teachers will sign an agreement stating this arrangement. In the event either shared position teacher is replaced, the benefits will be offered again as described above.

- H. Sick leave and personal leave will accrue and accumulate on a half-day basis for all shared-time teachers. The Weiser School District extends to contract shared-time teachers, under this policy, equivalent benefits of the FMLA as long as the District is financially able to provide this benefit.
- I. Re-assignment to full-time employment will follow procedure defined in District Policy. Each shared-time renewable contract professional employee has a right to apply a full-time position, if available, and renewable contract status. Notice of Intent to return to a full-time position must be given to the appropriate principal on or before May 15.
- J. In the event a shared-time teacher is absent, the partner teacher should, if possible, substitute. Except in special situations approved by the principal, all absences or leaves will be recorded and reported by the building secretary and deducted from the absent teacher=s leave benefit. If the partner teacher is the substitute, he/she will receive substitute pay unless he/she subs in that position for ten (10) consecutive days and on the eleventh (11th) day he/she will receive pay commensurate with their regular daily rate. In the case of Family Medical Leave absences, the partner teacher will be paid their regular daily rate when they assume the full-time teaching duties.

The arrangement does not commit the district to long term, continuous job-sharing for the employees involved. Each job-sharing position will be evaluated on a yearly basis for continuance.

Shared-time teaching positions established because of curricular demands and/or circumstances shall be subject to the conditions of employment established for all other shared-time positions.

A shared-time position may have significant impact on the participants' sick leave accumulation and retirement benefits. Contact the Public Employee Retirement System of Idaho (PERSI) for further explanation of the impact of shared-time employment on future retirement benefits.

The Superintendent will regularly evaluate the effectiveness of job-shared positions and report to the Board of Trustees.

ADOPTED:
2001

AMENDED:
2002; 2006

Teachers who have signed contracts for the ensuing school year may resign without question until June 1. Subsequent to June 1, a contract for services shall be considered a professional and ethical obligation on the part of the employee. All resignations after June 1 must be approved by the Administration and accepted by the Board of Trustees.

ADOPTED:

6-13-1977

No certificated employee shall be released from his/her contract for the ensuing school year after first day of July without consent of the Board of Trustees. Any employee not fulfilling his/her contract for the ensuing school year may be brought before the Professional Standards Commission alleging that the employee is guilty of unethical or unprofessional practice.

ADOPTED:

6-13-1977

A. Employees Receiving Annual Contracts:

Category 1: A limited contract is specifically offered only for the duration of a school year, and this District is under no obligation to give further notice to terminate the contract at the conclusion of the contract year. The District is under no obligation to rehire the employee.

Category 2: If the Board decides not to employ the certificated employee for the ensuing school year, the employee will be provided with a written statement of the reasons for non-reemployment on or before May 25. Because no property rights attach to a Category 2 employment contract, the employee is not entitled to a review by the Board of the basis for the decision not to reemploy the individual.

Category 3: On or before May 25, the Board will give written notice whether the employee will be reemployed for the ensuing school year. If the employee will not be rehired, the employee will be given the opportunity for an informal review of the Board's decision, upon submitting a written request for an informal review.

Before a Category 3 employee can be considered for discharge as a result of unsatisfactory performance, the employee is entitled to a reasonable period of probation (not less than 8 weeks).

B. Employees Receiving Renewable Contracts: Before the Board can determine not to renew a contract for reasons of an unsatisfactory report of the performance of any certificated person whose contract would otherwise automatically be renewed, or to renew such employee's contract at a reduced salary, the employee will be entitled to a reasonable period of probation. If the discharge is for reasons other than an unsatisfactory report of performance, the Board is not required to establish a reasonable period of probation for the employee.

C. Discharge Or Reduction Of Salary Procedures: When the board: 1) discharges any certificated employee (renewable or annual contract) for any reason during the current contract period; 2) does not renew any renewable contract employee at the end of the contract period, or 3) renews the contract of a renewable contract employee at a reduced salary, the following procedures will be followed:

1. The Superintendent or other authorized administrative officer may recommend the discharge of any certificated employee by filing with the Board written notice specifying the alleged reasons for discharge.
2. Upon receipt of the notice, the Board, acting through its designee, will give the affected employee written notice of the allegations and the recommendation of discharge, along with a written notice of a hearing before the Board prior to any determination by the Board.
3. The hearing will be scheduled to take place not less than six (6) days or more than twenty one (21) days after receipt of the notice by the employee. The date provided for the hearing may be changed by mutual consent.
4. The hearing will be public unless the employee requests in writing that it be in executive session.
5. All testimony at the hearing will be given under oath or affirmation. Any Board member, or the clerk of the Board, may administer oaths to witnesses or affirmations by witnesses.
6. The employee may be represented by legal counsel and/or by a representative of a local or state teachers association.
7. The chairman of the Board or his or her designee will conduct the hearing.
8. The Board will cause an electronic record of the hearing to be made, or will employ a competent reporter to take stenographic or stenotype notes of all the testimony at the hearing. A transcript of the hearing will be provided at cost by the Board upon request of the employee.
9. At the hearing, the Superintendent or duly authorized administrative officer will present evidence to substantiate the allegations contained in the notice received by the Board.
10. The employee may produce evidence to refute the allegations. Any witness presented by the Superintendent or by the employee will be subject to cross-examination. The Board may also examine witnesses and be represented by counsel.
11. The employee may file written briefs and arguments with the Board within three (3) days after the close of the hearing or such other time as may be agreed upon by the employee and Board.

12. Within fifteen (15) days after the close of the hearing, the Board will determine and, acting through an authorized administrator, notify the employee in writing whether the evidence presented at the hearing established the truth of the allegations and whether the employee is to be retained, immediately discharged, or discharged upon termination of the current contract.

D. Calendar For Nonrenewal Of Contract Of Renewable Contract Teacher: Actions required for recommendations of nonrenewal of contracts shall take place within the time limits set below:

First Monday in February

Evaluation forms and letters for teachers which are recommended by the Principal for nonrenewal of contract and probationary contracts shall be in the office of the Superintendent.

A probationary period will be established. The said probation shall include the following: the reason for probation, the length of the probationary period, how the evaluation will be conducted in order to ascertain whether the teacher shall be removed from probation, the minimum number of evaluation visitations which shall be conducted either by the Principal or by other administrative personnel, the criteria which must be met by the teacher in order to be removed from probation.

Not later than

May 25 Nonrenewable (June 15) Notice of intent not to renew contract shall be given by the Board to the person involved, with the reasons for such action.

LEGAL REFERENCE:

Idaho Code Sections

- 33-513
- 33-514
- 33-514A
- 33-515

ADOPTED:

5-18-1982

AMENDED:

2002

Building Principals, after consultation with the Superintendent of Schools, shall have the authority to place teachers on administrative probation. Said probations shall include the following: the reason for probation, the length of the probationary period, how the evaluation will be conducted in order to ascertain whether the teacher shall be removed from probation, the minimum number of evaluation visitations which shall be conducted either by the Principal or by other administrative personnel, the criteria which must be met by the teacher in order to be removed from probation.

ADOPTED:
5-18-1982

Reduction in Force

It is recognized that the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state, consistent with state and federal educational requirements, including District and school attainment of Adequate Yearly Progress, improvement plans, accreditation requirements, and other school-based issues. However, recognizing also that it may become necessary to eliminate certificated staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such elimination become necessary.

The Board has the sole and exclusive authority to determine the appropriate number of certificated employees and to eliminate certified staff positions consistent with the provisions of the State statutes. A reduction of certified employees may occur as a result of, but not be limited to, the following examples or from other conditions necessitating reductions:

- a. Decreases in student enrollment
- b. Changes in curriculum
- c. Financial conditions or limitations of the District

The need for implementation of a Reduction in Force and/or the elimination of certificated positions is left to the sole discretion of the Board.

The Board may choose to implement a RIF through, but not limited to, the following means:

- a. the elimination of an entire program or portions of programs,
- b. the elimination of positions in certain grade levels only,
- c. the elimination of positions by category,
- d. the elimination of positions in an overall review of the District,
- e. the elimination of positions through other considerations and implementation decisions,
- f. the elimination of a portion or percentage of a position(s), or
- g. any combination of the above.

Legal Reference: § I.C. 33-514 Issuance of Annual Contracts
 § I.C. 33-515 Issuance of Renewable Contracts
 § I.C. 33-522 Reductions in Force

Policy History:

Adopted
10-10-2011

Reduction in Force Procedures

The following definition and procedures shall be used for conducting a Reduction in Force.

Definition

As used in this policy, “teacher” shall apply to any employee of the District who holds a certificate issued by the State Board of Education who is employed in a teaching or administrative position, below the rank of Superintendent.

Procedures

1. Prior to commencing action to terminate teacher contracts under these procedures, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
 - a. Voluntary retirements
 - b. Voluntary resignations
 - c. Transfer of existing staff members
 - d. Voluntary leaves of absence
2. In the event a Reduction in Force is required, teachers who are retained pursuant to these procedures may be reassigned if suitable position openings are available in instructional areas for which they are Highly Qualified and for which the principal has approved transfer pursuant to Idaho Code.
3. In the Board’s determination as to the individuals to be released or programs to be eliminated pursuant to the Reduction in Force, consideration will be given to the criteria set out below. Each criterion shall be considered in terms of the total context when selecting those employees who are to be considered for release pursuant to the provisions of these procedures. The following criteria will be considered:
 - a. Area(s) of certification for which the teacher is Highly Qualified which are classified by the District as hard to fill positions
 - b. Number of areas of certification for which the teacher is Highly Qualified
 - c. Educational/Degree status
 - d. National certifications held
 - e. Position as a lead or master teacher within the District, department chair, mentor teacher,
 - f. Membership in school or district leadership committees,
 - g. Whether or not the teacher is Highly Qualified in a course necessary for high school graduation requirements
 - h. Whether or not the teacher is Highly Qualified in a course necessary for middle school advancement
 - i. Contribution and/or involvement in extra-curricular (i.e., outside the regular curriculum or program of courses) or co-curricular (i.e., related but only complementary to the official curriculum) positions with students, including, but not limited to, school- or district-approved clubs and organizations

- j. Contribution to academic support programs outside of assigned position,
- k. Compliance with Professional Standards and Conduct over the course of employment with the District
- l. Teacher evaluation, including components required by Idaho Code to be encompassed in teacher evaluation

It is the intent of the Board that the individual and cumulative effect of each criterion on the welfare of students and the best long-term and short-term interest of the District be considered.

It is further the intent of the Board that primary overall consideration shall be the quality of instruction and the progress that students are making throughout the course of the school year as well as properly endorsed Highly Qualified instructors to be in classroom positions in order for the District to be compliant with federal and state education requirements. Thus, each criterion shall be considered in terms of this total context.

The factors for consideration shall be reviewed by the District's Administration to determine whether factors should be added, eliminated, or weighted differently. Such recommendations for modification will then be brought before the Board for consideration.

- 4. The Superintendent or designee shall give advance notice of the possible Reduction in Force to all teachers who may be released and the school programs, teacher positions, or categories of positions that may be affected.
- 5. Upon receipt of this notification, it is recommended that the subject teachers review their personnel file materials or other relevant records with the District's Administrative Office to assure that the school has appropriate information relating to the various criteria referenced above.
 - a. If a teacher believes that there is an error or omission in their personnel file materials, the teacher shall notify the District's Administrative Office of their concern of an error, in writing, by the close of the business day on the seventh (7th) day after the teacher has received notice of the possible Reduction in Force.
 - b. This written notice shall specifically identify what element or elements of the teacher's personnel file and criteria are believed to be erroneous and explain specifically why the element(s) is believed to be in error.
 - c. If the District receives notice of possible error, each such written notice, timely received, shall be individually reviewed for possible reconsideration or evaluation of the information used in consideration of the Reduction in Force.
 - d. Should a teacher fail to inspect their personnel file and have inaccurate information in their personnel file and/or have failed to provide the District with updated information, the information contained in the file will be utilized for the Reduction in Force determination and the teacher will not have the opportunity to subsequently correct such information after the Reduction in Force has been implemented.
- 6. If the Board determines that a Reduction in Force in fact will be implemented, the Superintendent shall submit a list of the teachers recommended for release, through use of the above process, and shall make recommendation to the Board.

- 7. All releases shall be done in conformance with the applicable provisions of Idaho Code and all affected teachers will be promptly notified, in writing, of the Board's decision or actions.
- 8. Upon request, employees shall be given the opportunity for an informal review of such decision. The parameters of the informal review shall be determined by the board.

Legal Reference: § I.C. 33-514 Issuance of Annual Contracts
 § I.C. 33-515 Issuance of Renewable Contracts
 § I.C. 33-522 Reductions in Force
 § I.C. 33-523 Principals to Determine New Staffing

Policy History:

ADOPTED
10-10-2011

- A. **Accrual Of Sick Leave:** At the beginning of each new employment year and thereafter as necessary during the employment year, each certificated and noncertificated employee of the School District shall be entitled to sick leave with full pay of one day, or portion thereof as per FTE, for each month of service, or major portion thereof as projected for the employment year, subject to the limitations provided for herein. The Board of Trustees shall not provide compensation for unused sick leave. This shall not prohibit the Board of Trustees from establishing a policy providing retirement severance pay. (See Family and Medical Leave, Section 404.9 of this Code.)

- B. **Unused Sick Leave:** Unused sick leave shall be accumulated from year to year as long as an employee remains continuously in the service of the School District (see Memorandum of Understanding for number of days allowed). Termination of employment in the District shall terminate sick leave rights, both current and accumulated, except when such employee is employed by another district or another state educational agency during the school year immediately following the year of termination; and the accumulated leave (see Memorandum of Understanding for number odd days allowed) shall be secured for, and credited to, the employee by the district or state educational agency thereafter employing such employee. Whenever new school districts are formed by the consolidation or by the division of existing districts, the accumulated sick leave of school district employees who continue in service in the new district or districts created by such consolidation or division shall have such accumulated sick leave secured for, and credited to, them in such newly created district or districts.

LEGAL REFERENCE:

Idaho Code Sections
33-1216
33-1217

ADOPTED:

5-18-1982

AMENDED:

1994; 2006

Upon approval of the Superintendent, certified personnel shall be granted leave of absence, deducted from sick leave and at full pay, for serious illness in the immediate family (spouse, children, brother, sister, mother, father), not to exceed ten (10) days per year, of the employee's cumulative sick leave. Exceptions shall be subject to the approval of the Superintendent. (See Family and Medical Leave, Section 404.9 of this Manual.)

LEGAL REFERENCE:

Idaho Code Sections
33-1216

ADOPTED:

6-13-1977

AMENDED:

1994

Bereavement leave, sick leave bank, personal or professional leave and professional purposes (see Memorandum of Understanding for current year).

LEGAL REFERENCE:

Idaho Code Sections
33-1216

See Exhibit A following Policy 404.9 of this Policy Manual.

ADOPTED:

5-18-1982

- A. Contract leave may be granted to professional employees without pay for up to one year. Application for contract leave of absence shall be submitted indicating beginning and ending dates of leave before the regular meeting of the Board of Trustees in May.
- B. Contract leave shall be for an entire (contract) school year. However, in unusual or extenuating circumstances, leave may be granted for a shorter period of time during the school year. Consideration for contract leave will be at the discretion of the Board of Trustees and must receive the recommendation of the Superintendent.
- C. To be eligible for contract leave, the employee must have served the Weiser School District for five (5) consecutive years without another unpaid leave of absence. Once any amount of contract leave is used, the employee must once again serve five (5) consecutive years to be eligible for another contract leave.
- D. Following contract leave the employee may return to the District in a position for which he/she is qualified. The employee cannot be guaranteed the same assignment he/she left.
- E. Staff members on contract leave shall receive an increment step only if he/she has taught two-thirds ($\frac{2}{3}$) of the contract year.

Blue Cross Health and Dental, and life insurance will be terminated, but may be continued at employee's expense and shall not be in excess of one year.

LEGAL REFERENCE:

Family and Medical Leave Act of 1993

ADOPTED:

9-10-1984

AMENDED:

1994

Teachers employed in the Weiser School District shall be excused for jury duty. While on jury duty, an employee shall receive full pay from the School District. Teachers shall not receive more reimbursement than that to which they are entitled through their normal salary, and any reimbursement received in excess of such entitlement shall be returned to the District.

ADOPTED:
5-18-1982

It shall be the policy of the Board of Trustees that no teacher shall be denied the opportunity of serving in a National Guard or Reserve component of the United States. It shall further be the policy that 1) a maximum of fifteen (15) days be authorized; 2) if a substitute is required, the cost of the substitute shall be deducted from the salary paid to the teacher; and 3) that administrative personnel taking military leave in which a substitute is not required shall arrange in advance to make up the time.

ADOPTED:
6-13-1977

- A. Absence without pay may be authorized in the discretion of the Superintendent when such approval is in the best interests of the school district, but not covered by paid leave policies. For such absences, deductions from the employee's salary shall be made in accordance with the pay deduction regulations of the Weiser School District, unless deduction is waived at the discretion of the Superintendent.
- B. Other absences than those herein provided for or failure to adhere to the foregoing regulations may be deemed to be neglect of duty and shall constitute sufficient grounds for dismissal.

LEGAL REFERENCE:

Idaho Code Sections
33-1216

See also Policy 410.7 of this Manual.

ADOPTED:

5-18-1982

AMENDED:

2006

Refer to Memorandum of Understanding.

ADOPTED:

5-8-1978

- A. Eligibility: All eligible employees of this District may take leave as provided by the FMLA. The FMLA entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave during a 12-month period for specified family and medical reasons. An eligible employee is defined as an individual who:
1. Has been employed by the School District for at least twelve (12) months; and
 2. Has been employed for at least one thousand two hundred fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of the leave; and
 3. Is employed at a worksite where fifty (50) or more employees are employed by the School District within seventy five (75) miles of the worksite.
- B. Special rules may apply regarding the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term by instructional employees. Exhibits A and B set forth employees' rights under this Act.
1. An employee taking leave under the FMLA shall first substitute all available sick leaves for unpaid leave.
 2. Employees shall provide minimum of thirty (30) days advanced notice of the need to take FMLA when the need is foreseeable.
 3. Employee may request leave under this policy by completing and submitting the form: Request for Family Medical Leave.

LEGAL REFERENCE:

Idaho Code Sections

33-1216

Family and Medical Leave Act of 1993

29 USC 2654

58 CFR 31812 through 31839

ADOPTED:

1994

AMENDED:

2002

ATTACHMENTS:

Exhibit A, The Family and Medical Leave Act of 1993,
Fact Sheet No. ESA 93

Exhibit B, Notice to Employees of Rights Under FMLA

Exhibit C, Request for Family Medical Leave Form

**The Family and Medical Leave Act of 1993 (FMLA)
Fact Sheet No. ESA 93-**

The Family and Medical Act of 1993 (FMLA) was enacted on February 5, 1993. President Bush signed into law the National Defense Authorization Act, Public Law 110-181, to include two additional categories of leave rights relating to family members of persons called to active duty and serving in the military. The statutory provisions are in full effect as of their enactment on January 28, 2008.

The new law is effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) is in effect on the date, the Act becomes effective on the expiration date of the CBA or February 5, 1994, whichever is earlier.

The U. S. Department of Labor's Employment Standards Administration administers and enforces FMLA for all private, state and local government employees, and some Federal employees.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons. An eligible employee's right to FMLA leave begins on August 5, 1993; and any leave taken before that date does not count as FMLA leave.

The law contains provisions relating to employer coverage; employee eligibility for the benefits of the law; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protections for employees who request or take FMLA leave. In addition, the law includes certain employer recordkeeping provisions.

EMPLOYER COVERAGE

FMLA applies to all:

- ! public agencies, including state, local and federal employers; and
- ! private sector employers who employ 50 or more employees and who are engaged in commerce or in any industry or activity affecting commerce or in any industry or activity affecting commerce including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

- 1) work for a covered employer;
- 2) have worked for the employer for at least 12 months;

- 3) have worked at least 1,250 hours over the previous 12 months; and
- 4) work at a location where at least 50 employees are employed by the employer within 75 miles.

LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 work weeks of unpaid leave during any 12-month period for one or more of the following reasons:

- ! for the birth or placement of a child for adoption or foster care;
- ! to care for an immediate family member (spouse, child, or parent) with a serious health condition;
- ! to take medical leave when the employee is unable to work because of a serious health condition, or;
- ! because of any qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Spouses employed by the same employer are jointly entitled to combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a child or parent (but not a parent "in law") who has a serious health condition.

Leave for birth or adoption (including foster care placement) must conclude within 12 months of the birth or placement.

Service member Family Leave is subject to Section 103, an eligible employee who is the spouse, son, daughter, parent, or next of kin (defined as only living relative) of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period.

Under some circumstances, employers may take FMLA leave intermittently - which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- ! Where FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- ! FMLA leave may be taken intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also subject to certain conditions employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if paid leave used by an employee counts as FMLA leave, based on information provided by the employee. In no case can an employee's paid leave be credited as FMLA leave after the leave has been completed. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- ! any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility;
- ! any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or,
- ! continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for parental care.

MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Where appropriate, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from FMLA leave.

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Under specified and limited circumstances, the employer may refuse to reinstate certain highly-paid "key" employees after using the FMLA leave. In order to do so, the employer must:

- ! notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- ! notify the employee as soon as the employer decides to deny job restoration and explain the reasons for this decision; and,
- ! offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice.

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

NOTICE AND CERTIFICATION:

Employees seeking use of FMLA leave may be required to provide:

- ! 30-day advance notice of the need to take FMLA leave when the need is foreseeable;
- ! medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- ! second or third medical opinions and periodic recertification (at the employer's expense); and, periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must schedule treatment so that it will not unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

In addition, covered employers are obliged to provide information to their employees about their rights and responsibilities under FMLA, including specific information (in response to an employee's notice of the need for FMLA leave) regarding just what will be required for the employee and what might happen in certain circumstances, such as if the employee fails to return to work from FMLA leave.

UNLAWFUL ACTS

FMLA makes it unlawful for an employer to interfere with, restrain, or deny the exercise of any right provided by this law. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

ENFORCEMENT

FMLA will be enforced by the U.S. Labor Department's Employment Standards Administration. This agency will investigate complaints of violations. If violations cannot be satisfactorily resolved, the Secretary may bring action in court to compel compliance.

An eligible employee may bring a private civil action against an employer for violations.

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when the leave is needed near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and over-time under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid, FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other Federal or State law which prohibits discrimination. It does not supersede any State or local law which provides greater family or medical leave protection. Nor does it affect any employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan.

The FMLA also encourages employers to provide more generous leave rights.

For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, and Employment Standards Administration.

NOTICE TO EMPLOYEES OF RIGHTS UNDER FMLA

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons:

- ! to care for the employee's child after birth, or placement for adoption or foster care;
- ! to care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
- ! for a serious health condition that makes the employee unable to perform the employee's job.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- ! The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- ! An employer may require medical certification to support a request for leave because of a serious health condition, and may require a second or third opinion (at the employer's expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- ! For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- ! Upon return from the FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- ! The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for an employer to:

- ! interfere with, restrain, or deny the exercise of any right provided under FMLA;
- ! discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- ! The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- ! An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

**WEISER SCHOOL DISTRICT NO. 431
REQUEST FOR FAMILY MEDICAL LEAVE**

Please complete and submit this form to your building principal 30 days in advance if leave is "foreseeable". Otherwise, submit as soon as possible.

DATE: _____

EMPLOYEE: _____

I ANTICIPATE NEEDING THIS LEAVE BEGINNING ON OR ABOUT: _____
AND EXPECT THAT LEAVE TO CONTINUE UNTIL ON OR ABOUT: _____

DUE TO: _____ THE BIRTH OF MY CHILD, OR THE PLACEMENT OF A CHILD WITH ME FOR ADOPTION OR FOSTER CARE, OR

_____ A SERIOUS HEALTH CONDITION THAT MAKES ME UNABLE TO PERFORM THE ESSENTIAL FUNCTIONS OF MY JOB, OR

_____ A SERIOUS HEALTH CONDITION AFFECTING MY:
_____ SPOUSE, FOR WHICH I AM NEEDED TO PROVIDE CARE
_____ CHILD, FOR WHICH I AM NEEDED TO PROVIDE CARE
_____ PARENT, FOR WHICH I AM NEEDED TO PROVIDE CARE.

Principal's signature

Superintendent's signature

You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits must be maintained during any period of leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

You may be required to furnish medical certification for a serious health problem or we may delay the commencement of your leave until the certification is submitted.

You must elect to use accrued sick leave for unpaid FMLA leave. The sick leave days on record will be used until gone or FMLA leave ends, whichever comes first.

We will also maintain other benefits (life insurance, buy-down pool) while you are on FMLA leave.

For the application of this policy: FMLA leave days include every day of the week including holidays, summer, weekends.... For example, leave beginning December 18 would be counted consecutively through the Christmas holiday until 12 weeks are consumed. However, sick leave would only be charged against work days missed.

(Refer to Section 504.1 of this Policy Manual)

Teachers and aides are on duty from eight twenty o'clock (8:20) A.M. until four o'clock (4:00) P.M. daily, from Monday through Friday, unless specifically excused by the Superintendent or Building Principal as noted below.

A. **Emergency Release During the School Day:** In the event of an emergency, the Building Principal may, at his/her discretion, release personnel or require the utilization of sick leave or personal leave.

B. **Effective Absence:**

1. In the event an employee must leave the building for personal matters between the hours of eight twenty o'clock (8:20) A.M. and three thirty o'clock (3:30) P.M. the use of sick leave or personal leave will be required.

2. Personnel are encouraged to make all appointments after four o'clock (4:00) P.M. In the event this is impossible the Principal may authorize release between three thirty o'clock (3:30) and four o'clock (4:00) P.M., documenting the circumstances.

REFERENCE:

See also Section 601.2 of this Policy Manual.

ADOPTED:

5-18-1982

Expenses for approved travel outside the School District and travel within the School District caused by assignments to more than one school shall be reimbursed.

ADOPTED:

6-13-1977

Individual members of the staff are encouraged to participate in professional activities related to their subject matter areas.

ADOPTED:

6-13-1977

- A. Master keys shall not be issued to certified personnel.
- B. In the event of special need, keys may be obtained from the Building Principal, upon request.

ADOPTED:

6-13-1977

All certified personnel may engage in public service activities, unless such activities directly impinge upon the employee's professional responsibilities to the School District.

ADOPTED:

6-13-1977

- A. Policy: It shall be the policy of the Board of Trustees of the Weiser School District that members of the professional staff are expected to fulfill the responsibility of their professional assignments prior to involving themselves in other activities such as private tutoring, teaching in other institutions and other activities for remuneration. A professional staff member shall not tutor for remuneration students assigned to the professional staff member's classes or area of professional responsibility, unless no other qualified person is reasonably available and acceptable to the student's parents.
- B. Tutoring Guidelines: The following guidelines shall be adhered to:
1. Solicitation: Professional staff members shall not solicit or recruit students enrolled in their classes or area of responsibility for tutoring for remuneration, unless no other qualified person is reasonably available who is acceptable to the students and their parents.
 2. Reporting Requirements: Professional staff members who tutor students enrolled in their classes or with whom they work for remuneration shall report the names of these students to their Principals. This information shall be forwarded to the Superintendent of Schools as a matter of record and in the event of public inquiry.
 3. Remuneration: Professional staff members who tutor students for remuneration shall do so at a time other than that prescribed for their school assignment and other than in school facilities.
 4. Influence: The fact that a student is being tutored for remuneration by a professional staff member in whose class or activity the student is enrolled, shall not influence the student's standing or grade in that class or activity in a manner other than that which would be the result of private tutoring from a person not so involved.
 5. Other Institutions:
 - a. Professional staff members teaching or providing a professional service at any other institution shall not do so during the hours that they are assigned by the School District.

b. Professional staff members who are teaching or providing professional service at another institution shall report this activity to the Superintendent, indicating the specific hours that the professional staff member will teach or provide a professional service and the span of time for which the professional staff member will be engaged in this activity.

LEGAL REFERENCE:

Idaho Code Sections
33-1221

ADOPTED:

6-13-1977

A. Prohibited:

1. The Board of Trustees believes that students and employees of Weiser School District 431 have the right to learn and work in an atmosphere of appropriate and respectful conduct. Sexual harassment of students or employees whether verbal or physical and whether engaged in by employees of the District or students is prohibited and will not be tolerated.

2. The School District will investigate all complaints of sexual harassment whether the complaint is formal, informal, verbal or written and discipline any student or employee who sexually harasses a student or employee of the School District.

B. Definition: Recognizing that there is no established definition of "sexual harassment", Weiser School District 431, for the purpose of this policy, defines sexual harassment as follows:

1. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

a. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or advancement or of a student's participation in school programs or activities;

b. Submission to or rejection of such conduct by an employee or student is used as a basis for decisions affecting the employee or student;

c. Such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile or offensive work or learning environment.

2. "Sexual harassment", as defined above, may include but is not limited to the following:

a. Verbal: Sexual innuendo, suggestive comments, insults, threats, jokes about gender-specific traits, sexual advances or propositions, or repeated remarks to a person with sexual or demeaning implications;

b. Nonverbal: Making suggestive or insulting noises, leering, whistling or making obscene gestures.

c. Physical: Unwelcome touching, pinching, brushing the body, coercing sexual intercourse or sexual assault;

d. Other: Pressure for sexual activity, suggesting or demanding sexual involvement accompanied by implied or explicit threats or promises of preferential treatment concerning one's grades, job or otherwise; or the unwelcome display of sexually suggestive graffiti, objects or pictures.

Sexual harassment is a form of sex discrimination. As such, it is recognized by the Idaho Human Rights Commission as a violation of the Human Rights Act, title 67, chapter 59 of the Idaho State Code and by the Equal Employment Opportunity Commission as a violation of the Civil Rights Act of 1964, as amended, and by the Office of Civil Rights as a violation of title IX of the Education Amendment of 1972.

3. "Sexual harassment" does not refer to occasional compliments of a socially acceptable nature.

C. Reporting Procedures: Any person who believes he or she has been the victim of sexual harassment by a student or an employee of Weiser School District or any third person with knowledge or belief of conduct which may constitute sexual harassment should report the alleged acts immediately to an appropriate School District official using the report form available from the Principal of each building or available from the School District office.

1. In Each School Building: The Building Principal or work site supervisor is the person responsible for receiving reports of sexual harassment at the building level. If the complaint involves the Building Principal or central office staff, the complaint shall be filed directly with the Superintendent. If the complaint involves the Superintendent, the complaint shall be filed directly with the Chairman of the Board.

2. District Wide: The School Board hereby designates the Superintendent to receive reports or complaints of sexual harassment from any individual, employee or victim of sexual harassment and also from the Building Principals as outlined above.

3. Complainant's Future: Submission of a complaint or report of sexual harassment will not affect the individual's future employment, grades or work assignments.

D. Investigation: The Superintendent or a designated representative shall initiate an investigation within three (3) days of receipt of the complaint. Every effort will be made to conclude an investigation within a reasonable time of the alleged incident.

1. The investigation shall consist of a) collection of any document related to the case, b) statement of witnesses, if any, c) The preparation of a report of the investigator's findings indicating "probable cause" or "no probable cause", and d) notification of the parent/guardian of all students directly involved in the investigation.

2. If the findings are "no probable cause" and the complainant accepts the determination, the investigation is closed. No record of investigation will be kept within the personnel or the student file after a "no probable cause" determination.

3. Due to the damage that could result to the career and reputation of any person falsely accused of sexual harassment, all investigations and hearings surrounding such matters will be designed - to the maximum extent possible - to protect the privacy of and to minimize suspicion toward the accused as well as the complainant.

4. This policy prohibits retaliation against employees or students for raising allegations of sexual harassment or for assisting in or participating in the investigation of sexual harassment charges. Any person who is found to have retaliated against another individual for exercising these rights will be subject to disciplinary action.

E. Action and Resolution:

1. If "probable cause" is found, the Superintendent or designated representative will take appropriate action. A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action up to and including discharge. A substantial charge against a student in the School District shall subject that student to disciplinary action up to and including suspension or expulsion, consistent with the Student Discipline Code.

2. If the complainant does not accept a "no probable cause" determination, the complainant may take the matter to the Board of Trustees for review. The complainant may also file with outside agencies.

3. A staff member or student found by the District to have made false accusations of sexual harassment will be subject to appropriate disciplinary sanctions including discharge as related to a staff member, or suspension or expulsion as related to a student.

F. Educational Policy: In order to promote appropriate social interaction between males and females in the workplace and in the classroom, every effort will be made to sensitize employees and students to the nature of sexual harassment, the range of behaviors associated with it and the District's policy and procedures regarding it.

- G. Nonharassment: The School District recognizes that not every advance or conduct of a quasi-sexual nature constitutes harassment. Whether a particular action or incident is a personal social relationship and therefore without a discriminatory employment effect requires a determination based on all of the facts and surrounding circumstances.

ADOPTED:
1994

- A. Definition: A “grievance” shall be defined as a written allegation by a certified district employee that a Weiser School District policy, administrative regulation, or a provision of the Master Agreement has been misinterpreted or misapplied by the Board, Administration, or a fellow employee.
- B. Resolution Discussions: The Board encourages employees to informally discuss the allegations and issues of concern directly with the involved party(ies) when issues arise in an attempt to resolve matters in a timely manner at the lowest level possible.
- C. Employee Grievances:
1. If a certificated employee files a grievance, the employee shall submit the grievance in writing to his or her immediate supervisor within ten (10) working days of the incident giving rise to the grievance. The grievance shall state the District policy or regulation that the employee alleges has been misapplied or misinterpreted, the person(s) involved in the alleged violation, the date of the alleged violation, the facts on which the grievance is based and the remedy sought. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall conduct whatever investigative activities they believe are necessary to address the grievance and shall provide a written response to the employee.
 2. If the certificated employee is not satisfied with the response of the immediate supervisor or if there is no response within the time lines, and no extension agreed upon by the employee and their supervisor, the employee may appeal the grievance to the Superintendent or the Superintendent’s designee within five (5) working days of the receipt of the response or within five (5) working days from the date the supervisor last had to respond if that employee received no written response. Within ten (10) working days of such appeal, the Superintendent or his designee shall communicate with all parties in an effort to resolve the appeal. Within five (5) working days of the communication, the Superintendent or his designee shall provide a written response to all parties of their decision.
 3. If either party is not satisfied with the decision of the Superintendent or his designee, or there is no response by the Superintendent or his designee within the time frame provided, either party may request a review of the grievance by the Board of Trustees no later than at the next regularly scheduled meeting. A written appeal must be submitted to the Board within five (5) days of receiving the Superintendent’s decision. Appeals to the Board must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final.

A certificated employee filing a grievance pursuant to this policy shall be entitled to a representative of the employee's choice at each step of the grievance procedure. The supervisor, Superintendent or the Superintendent's designee shall be entitled to a representative at each step of the grievance procedure.

- D. The time lines contained in this policy may be waived or modified by mutual agreement.

ADOPTED:

7-11-2005

AMENDED:

2014

ALL DISTRICT PERSONNEL

This district will maintain a personnel file for every employee. Each file will contain any and all material relevant to the work history and performance evaluation of the employee. Such documents may include, but are not limited to:

- Contracts of employment
- All annual evaluations
- Letters of reprimand
- Letters of commendation
- Notices of probation
- Notices of removal from probation
- Notices from the PSC or any other state agency of action taken against an individual's certificate
- Rebuttal documentation to any of the above

NOTE: Names of students, fellow employees, complainants—other than the employee's administrative evaluator or administrative author—shall be redacted.

Timely notice will be given to the employee of all materials placed in their personnel file. The employee will have the right to attach a rebuttal to any materials that are objected to by the employee. Any such rebuttal shall be submitted by the employee to the district within 10 days of the date the employee received an evaluation or other document regarding their performance that the employee would like to rebut.

Personnel files are confidential with the exception of information contained in the file pertaining to public service or employment history, classification, pay grade and step, longevity, gross salary and salary history, status, workplace, and employing agency.

An employee has the right to access his or her own personnel file upon request and will be provided copies of materials contained in the file. However, an employee is not entitled to access letters of recommendation or material used to screen and test for employment.

NON-CERTIFICATED PERSONNEL

All non-certificated employees of this district will be required to review and sign any entries made to his or her personnel file. The employee may inspect documents contained in his or her official personal file at reasonable times and places, in the presence of appropriate district officials.

LEGAL REFERENCE:

- Idaho Code Sections
- § 9-340C(1)
- § 33-517(j)
- § 33-518

ADOPTED:
09-10-2012

See Guidelines Regarding Part-Time Employment in Administrative Guidelines.

- A. For the purposes of securing knowledge of educational methods in other school districts, either inside or outside the United States, and for promoting international goodwill, the Board of Trustees may contract with another board or other educational authorities for the exchange of teaching services.
- B. Any such requests shall be judged by the Superintendent and an advisory committee named by the Superintendent upon its merits; namely, what benefits may be derived through such an exchange.

ADOPTED:

6-13-1977

AMENDED:

1994

- A. Qualifications: Whenever possible, personnel serving on a substitute or temporary basis in the Weiser School District shall be certificated for the positions which they are to fill. Principals shall make every effort to fill temporary positions with substitutes who have preparation equal to that of regular contract personnel. Teachers may request specific substitutes by name, but are not to contact or otherwise commit the School District to specific substitutes without the authorization of the Building Principal.

- B. Reimbursement:
 - 1. The substitute teacher per day pay will be reviewed annually by the Board of Trustees during the budget planning cycle.
 - 2. A certified substitute, who serves in the same assignment in excess of ten (10) consecutive teaching days, beginning with the 11th day, will be paid a per day rate equal to 1/190th of the starting teacher salary for the district for that school year.

ADOPTED:

09-08-08

- A. It shall be the policy of the Weiser School District to cooperate with institutions of higher education in the practical preparation of future teachers.

- B. Contracts between the School District and training institutions shall be reviewed for Board approval, as deemed appropriate, and sent to the State Board of Education for its approval.

ADOPTED:

6-13-1977

- A. Definition: The term noncertified personnel shall include those persons employed by the School District who are not required by law to have a teaching certificate for qualification. These shall include, but not be limited to, the following:
1. Custodial and maintenance employees.
 2. Clerical employees.
 3. Dietician.
 4. Kitchen employees.
 5. Bus drivers.
 6. Extra help for summer maintenance.
 7. Playground supervisors.
 8. Teacher aides.
- B. Job Descriptions: Job specifications and job descriptions shall be established by the school administration for all positions that require noncertified personnel. All job descriptions and job specifications shall be approved by the Board of Trustees and are located in the District Job Description Manual.
- C. Custodians: The Board of Trustees has adopted the following policies and procedures that will govern the activities and responsibilities of the custodians of the District:
1. Appearance: Custodians appearance shall be neat and clean. The custodians shall use good language and manners while on duty.
 2. Responsible To: The school custodians shall work cooperatively with the Principal and teachers of his/her building. He/she shall receive instructions from the building administrator not directly from the teachers. The Principal shall be responsible for the supervision of the custodians; assuring that they carry out their duties in accordance with District policies.
 3. Cleaning Duties: The custodians' first responsibility is the cleaning and maintenance of the building to which he/she is assigned. The custodian shall be responsible for:

- a. Cleaning the classrooms, halls, meeting areas, restrooms, cafeteria, office area, entrance areas, outside walkways and patios.
- b. Sanitation of restroom areas; refilling of dispensers.
- c. Operation of heating, cooling and ventilation equipment.
- d. Making general repairs.
- e. Keeping yards free of litter and unsightly debris.

Custodians are urged to report to the Principal cases of excessive trash and rubbish being left on floors and the school grounds.

4. Building: The custodian shall check each room to be sure that the windows and doors are locked and secured in such a manner that will prevent unauthorized entries into his/her building.

5. Attendance of Night Activities: Custodians shall be present at all school activities and see that buildings are properly heated, ventilated and in a condition to serve the public group that uses it. Principals are urged to notify custodians as near in advance as possible of all special evening programs. The custodian is urged to coordinate his/her activity with the general planning of the Principal to see that the lights are turned out and the building properly secured at the close of the activities that take place in the evenings.

6. Hours on Duty:

a. It shall be the policy of this District to assign the day custodians and the High School night custodian approximately the following hours: a work week shall consist of forty five (45) hours, forty (40) of which are considered to be regular time and five (5) hours' overtime. At times when it is necessary to work more than forty five (45) hours, overtime will be paid.

b. During the summer months, the custodian may be delegated to work entirely apart from the buildings to which they are assigned during the regular school year. Custodians will not be required to work on Saturdays during the summer months, only in cases of emergency. Custodians are not to bring anyone to help them with their duties unless they have checked first with the Supervisor of Maintenance Personnel or the Principal.

7. In case of illness, the custodian should contact the Maintenance Supervisor.

8. Vacations: Full-time custodians will be allowed two (2) weeks vacation with pay each year. Arrangements for vacations must be made with the Superintendent at least two (2) weeks previous and must be taken at preferred times. Preferred time shall be interpreted to mean sometime after school is dismissed in the spring and before August 1.

D. Bus Drivers:

1. License and Health: All bus drivers must have a health certificate and a C.D.L. license before operating a school bus.

2. Responsibilities: Refer to Bus Drivers Manual for Job Responsibility. (Adopted 6-13-77; and. 1994)

3. Driver's Drug Testing Policy:

a. Possession, Use or Distribution of Illegal Drugs or Alcohol:

(1) The possession, use, purchase or distribution of illegal drugs (meaning those drugs for which there is no generally accepted medical use, e.g., marijuana, cocaine, methamphetamine), drug paraphernalia or alcohol by a driver in a District vehicle on District property, or during work hours is strictly prohibited. Any driver violating this prohibition will be terminated from employment with the District.

(2) A driver's off-the-job illegal use, manufacture, purchase, possession or distribution of illegal drugs, drug paraphernalia or illegal use of alcohol that results in criminal charges being brought against the driver, will result in the driver being requested to submit to drug/alcohol testing as the case may be. If the driver tests positive they will be dealt with consistent with the provisions of this Policy.

b. Prescription Medication: Drivers are cautioned regarding the use of prescription medication which contains a warning label stating the use of that drug may impair their ability to safely operate a commercial vehicle. Drivers may be allowed to work while using such medication when the drug is prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties and who has advised the driver that the prescribed drug will not adversely affect their ability to safely perform their job.

c. Self-Referral: All drivers of the District who may consider themselves drug or alcohol dependent and who voluntarily identify themselves as such will stop driving a school bus and be encouraged to get an evaluation by a licensed substance abuse counselor and seek treatment if that is the

counselor's recommendation. The District will provide informational assistance in locating professional substance abuse counseling to any driver who requests it.

(1) Drivers who undergo drug or alcohol rehabilitation will be expected to do so at their own expense, (other than those expenses covered by the District insurance program), on their own time or during a nonpaid leave of absence approved by the District prior to the driver beginning rehabilitation.

(2) Arrangements may be made to allow a driver to use accrued vacation or sick leave during any such leave of absence. A request for rehabilitation may not be made in order to avoid the consequence of a positive drug result or to avoid taking a drug test when requested to do so under the terms of this Policy.

(3) Drivers who demonstrate successful progress or completion of a recommended course of treatment may return to work after taking and passing a drug and/or alcohol test at their expense. Any such driver returning to work after treatment will be expected to comply with all aspects of this drug free workplace policy.

d. Drug or Alcohol Testing Required of Drivers:

(1) Pre-Employment Testing: All drivers to whom the District intends to hire will be required to submit to testing for the presence of illegal drugs as a part of the application process prior to their beginning employment with the District.

(2) Reasonable Cause Testing: The District will require a driver to be tested for the use of alcohol, illegal drugs or the abuse of prescription medication if a driver's physical appearance or pattern of behavior gives District officials reason to believe the driver is impaired because of substance abuse and may endanger their own well-being, the safety of their passengers or the general public. The basis of suspicion indicating drug or alcohol abuse may be a specific, contemporaneous event or conduct evidencing impairment observed over a period of time. The District will make arrangements to insure that all drivers who are requested to take a reasonable cause test will be transported to a collection clinic to take the test.

(3) Baseline Testing: In initiating the provisions of this Drug Free Workplace Policy the District will require all drivers to submit to testing for the presence of illegal drugs as soon after the effective date of this policy as is deemed necessary.

(4) Department of Transportation (DOT) Testing: When required by State or Federal regulations the District will require its drivers operating commercial vehicles to be tested for the presence of illegal drugs pursuant to DOT procedures.

(5) Random Testing: All drivers will be subject to random testing for the presence of illegal drugs. A random test is a test that is unannounced and results in every driver having an equal chance of being selected for testing at any given time. The random selection method used by the District will be determined in consultation with Minert and Associates, Inc., and will be conducted in a computer-generated random selection method that insures all random testing is accomplished in a completely arbitrary manner.

(6) Post-Accident Testing:

(A) Drivers who are involved in a work-related accident (as defined below) will be tested for the use of illegal drugs and/or alcohol as soon as possible after the accident. Examples of an accident that will require a driver to take a drug and/or alcohol test include, but not limited to, accidents that involve a driver and result in:

(i) The death of a person;

(ii) Bodily injury to another person who requires medical treatment away from the scene of the accident;

(iii) An injury to the driver that may result in that driver filing a workmen's compensation claim and whose lost time will likely exceed one working day; or,

(iv) Damage to property owned by the District or a third party that may reasonably be estimated to exceed one thousand dollars (\$1,000.00).

(B) Any driver who is seriously injured and cannot or is unable to provide a specimen for testing will be required to authorize the release of relevant hospital reports or other documentation that would indicate whether there were drugs or alcohol in their system at the time of the accident. Any driver covered under the terms of this Policy gives their consent, by signing the agreement attached to the "Weiser School District 431 Drug Free Workplace Policy", to release any and all hospital reports and/or documentation relevant to the accident.

(C) If it is determined by management that a driver's accident was definitely caused by an unsafe condition or the actions of another and that there was no unsafe act by the injured driver, the District reserves the right to waive post-accident testing under these circumstances.

(D) Drivers who are involved in a work-related accident requiring medical attention are to inform their supervisor of the accident as soon as possible so that any needed drug or alcohol test may be promptly conducted in conjunction with their medical treatment.

e. Drug/Alcohol Testing Procedures:

(1) Specimen Collection Procedure: When a prospective or present driver is notified that they are to submit to drug or alcohol testing they will be given instructions regarding where to report for testing. All specimen collections will be conducted by personnel that have been properly instructed and will be done according to approved collection procedures.

(2) Adulteration or Submission of Concealed Specimen: If, during the collection procedure, the collection monitor detects an effort by a donor to adulterate or substitute a specimen a second specimen will be requested. If a second specimen is provided both will be tested. If the request for a second specimen is refused the monitor will convey to the District the donor's refusal to submit a true specimen. Such conduct will be considered equivalent to testing positive and will result in either a prospective driver not being offered employment or a present driver being terminated from further employment with the District.

(3) Drug/Alcohol Testing and Confirmation:

(A) All specimens will be tested for the presence of illegal drugs. When a driver is tested for the presence of alcohol the testing level will be the equivalent of 0.04 alcohol concentration (AC). The District reserves the right to test a driver for the presence of prescription medication when it has reason to believe the driver may be abusing such medication.

(B) All testing will be conducted by a laboratory that has been properly certified and/or accredited. Any specimen that screens positive for the presence of illegal drugs will be confirmed by the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation method. Any driver who tests positive for illegal drugs, prescription medication

or alcohol may request the same specimen be retested at their expense. This request must be conveyed to the District within forty eight (48) hours of the driver being notified of the positive test result.

(4) Refusal: Any driver who refuses to be tested, or fails to release or provide information as directed under the provisions of this Policy, will be terminated from further employment with the District.

(5) Notification of Test Results:

(A) All results received from the laboratory will be forwarded through the office of Minert and Associates, Inc., to the District. In the event a specimen tests positive the District will be notified of the driver's identity and drug(s) involved. Test results will be reported only to those individuals authorized by the District to receive them. The first point of contact when a positive test result is received will be directly to the driver, and all information will be discussed confidentially. The District may be contacted if an attempt to contact the driver is unsuccessful. This contact will only be used to provide assistance in contacting the driver. Test results will be reported to the authorized District representative only after the result has been thoroughly discussed with the driver.

(B) Any prospective or present driver who tests positive for the presence of illegal drugs or alcohol will be given an opportunity to discuss the positive test result with the District's drug/alcohol testing servicing agency, Minert and Associates, Inc., prior to the District taking final disciplinary action. In talking with any such individual, their staff may consult with a medical professional and will follow up on such information as is deemed necessary.

(C) If, after consideration of the matter, the staff at Minert and Associates, Inc., determines that a driver's positive test result was due to their use of prescription medication, they will immediately report that finding to the District and no further action will be taken.

(6) Effect of Testing Positive: Any prospective driver who tests positive for the presence of illegal drugs will not be offered employment with the District. Any present driver who tests positive for the presence of illegal drugs or alcohol will be terminated from employment with the District.

f. Conclusion: The terms of this Drug Free Workplace Policy are intended to achieve a work environment where drivers are free from the effects of drugs and/or alcohol. Drivers should be aware that the provisions of this policy may be revised when necessary and that they will be notified of any such changes. The District anticipates that by implementing the provisions of this Drug Free Workplace Policy its drivers will enjoy the benefits of working in a safer and more productive work environment.

ADOPTED:
1994

- A. Recruitment and selection of noncertified personnel shall be the responsibility of the administration. The Superintendent of Schools shall have the authority to delegate recruitment and selection responsibilities to staff members. Names and salaries to be paid shall be presented at the next meeting of the Board for approval.
- B. Selection shall be based upon the merits of the candidates without regard to race, religion, sex or marital status.

ADOPTED:

6-13-1977

Selection of staff personnel shall be determined on the following criteria:

- A. Training, experience and skill.
- B. Demonstrated competency.
- C. Suitability of the position.
- D. Personal characteristics.
- E. Compatibility with educational philosophy.
- F. Qualifications for State license, as required.

ADOPTED:

6-13-1977

Contracts may be issued for noncertified personnel which shall stipulate the term of service, duties and reimbursement of employees.

ADOPTED:

6-13-1977

AMENDED:

1994

All instructional paraprofessionals hired by the district must be “highly qualified,” meeting the qualifications set forth below.

- A. Qualifications: Every instructional paraprofessional hired by the district, on or after January 8, 2002, must possess the following qualifications:
1. Earned a high school diploma or a recognized equivalent; **AND**
 2. Earned an associate’s or higher degree, or
 3. Completed two (2) years of study at an institution of higher education; or
 4. Passed the PRAXIS Exam, an assessment which demonstrates knowledge of, and the ability to assist in instructing reading, writing, and mathematics or, as appropriate, reading, writing, or mathematics readiness.

All instructional paraprofessionals who were employed by the district before January 8, 2002, must meet the above-described qualifications on or before January 8, 2006. In the event an employee does not meet the qualifications, he or she will be discharged from employment or reassigned.

- B. The requirements set forth in this policy do not apply to non-instructional paraprofessionals, including, but not limited to, providing technical support for computers, providing personal care services or clerical duties. Additionally, the qualifications do not apply to staff members who primarily work as translators and are proficient in English and another language, or have instructional support duties that consist solely of conducting parental involvement activities.

LEGAL REFERENCE:
20 USC 6319
34 CFR 200.58

ADOPTED:
2003

- A. Changes in assignment may be initiated by an employee submitting a request to his immediate superior or the superior initiating the request.

- B. Transfers not Requested by Staff Member: The Superintendent shall have the right to transfer any personnel of the District, certified or classified, when, in his/her opinion such transfer is in the best interest of the School District. In such cases, every effort shall be made, when possible, to confer with the employee involved at the earliest possible time. The best interest of the program of instruction shall, however, remain the most important criterion in this decision.

ADOPTED:

6-13-1977, 5-18-1982

The Board of Trustees shall establish pay schedules for the several noncertified positions in the School District. Following the adoption of any schedule, the administration shall use that schedule as a guide in employing noncertified employees.

ADOPTED:

6-13-1977

AMENDED:

2006

- A. Full-Time Employees: Group health, vision, life and dental insurance may be paid for noncertified personnel by the School District. The dollar amount that the School District shall contribute toward insurance premiums shall be determined annually and approved by action of the Board of Trustees.
- B. Part-Time Employees – *working over 20 hours per week, but less than full time:*
 - 1. Benefits: group health, vision, life and dental insurance will be pro-rated based on hours worked. The balance of the benefit premium will be the employee’s responsibility and will be deducted from employee’s earned income.
 - 2. Part-time Employees qualifying for partial benefit may waive insurance. No provisions shall be made for receiving cash in lieu of the benefit amount.
- C. Part-Time Employees – *working less than 20 hours per week:*
 - 1. Part-time employees are not entitled to any benefits unless they are bus drivers, then they have full benefits beginning September 1, 1993, with the exception of retirement and unused sick leave.

ADOPTED:
6-13-1977

AMENDED:
1994

- A. Full-time regular noncertified employees who have served a full year (12 months) shall be entitled to two (2) weeks' vacation with pay. After fifteen (15) years of continued employment, full time regular noncertified employees shall be entitled to three (3) weeks vacation with pay.
- B. The Superintendent of Schools shall establish a vacation schedule for all noncertified employees of the School District.
- C. Vacation time shall not accrue from one year to the next. Vacation time is on a “use it or lose it” basis. There is no remuneration for unused vacation time. Except in cases of emergency and upon Board approval, employees may not be employed by the District for extra wages during vacation periods.

ADOPTED:
6-13-1977

AMENDED:
10/08/07

- A. The Superintendent of Schools shall be responsible for the continuous evaluation of all noncertificated employees of the School District.
- B. Supervisors of noncertificated employees shall submit such evaluations in writing to the Superintendent in such manner and at such times as may be determined by the Board of Trustees and/or the Superintendent.

ADOPTED:

6-13-1977

- A. All bus drivers shall present evidence of good physical health prior to their initial employment. Examination forms shall be provided by the School District and expenses for the examinations shall be paid by the School District.
- B. The administration may request any employee to have a physical examination at District expense, if it appears that the person's physical welfare is impairing his/her performance.
- C. Noncertificated personnel shall be free of tuberculosis or other contagious disease, in accordance with existing statutes.

ADOPTED:

6-13-1977

PERSONNEL

Classified Employment, Assignment, and Grievance

Classified employees are those non-certificated employees who are employed by the District or personnel hired in positions which do not require certification.

With the exception of those classified employees specifically hired by the Board as holding a status not considered at-will, all classified employees shall be regarded as “at-will” employees and may be dismissed at the will of either party and the employment relationship may be terminated at any time for any or no reason, so long as the same does not violate public policy or violate any other provision of law. Such at-will designation will be included in all job descriptions and related written documentation, should the same be implemented by the District. An employment period, as well as other terms and conditions of employment set forth in a job description and/or written documentation shall not create a property right as such are included for the specific purpose only of providing notice to the employee of the service and expectations of the District so long as the employment relationship continues.

Classified employees shall have no expectation of continued employment, unless so expressly specified by the District’s Board. The District reserves the right to change employment conditions affecting the employee’s duties, assignment, supervisor, or grade.

The Board shall determine the salary and wages for classified personnel.

The grievance procedure for classified employees shall be the procedure set forth in Idaho Code. However, neither the rate of pay nor the decision to terminate an employee during the initial one hundred and eighty (180) days of employment shall be regarded as a proper grievable matter.

Classified Employee Grievance Procedure

Classified employees may file a written grievance alleging a violation of current, written District approved policy, procedure, or employee handbook, a condition or conditions that jeopardize the health or safety of the employee or another, or tasks assigned outside of the employee's essential job functions and for which the employee has no specialized training in strict accordance with the procedure set forth herein.

For the purposes of this procedure current, written District policy means the policy in place and approved by the Board as of the date of the incident giving rise to the grievance and not any previous or subsequent policy.

A classified employee filing a grievance pursuant to this procedure shall be entitled to a representative of their choosing at each step of the grievance process outlined herein. Additionally, the person against whom the grievance is filed and the Superintendent or the Superintendent's designee shall be entitled to a representative at each step of the grievance process outlined herein. None of these individuals will be qualified to sit on the advisory grievance panel.

Neither the Board nor any member of the administration shall take reprisals affecting the employment status of any party in interest. The employee filing a grievance shall not take any reprisals regarding the course of the outcome of the grievance nor take any reprisals against any party or witness participating in the grievance.

Level 1: Informal

A classified employee with a complaint is encouraged to first discuss it with their immediate supervisor with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with the first line administrator that is not involved in the alleged harassment.

Level 2: Administration

If the complaint is not resolved at Level 1, the grievant may file a written grievance stating:

1. The nature of the grievance; and
2. The remedy requested.

It must be signed and dated by the grievant. The Level 2 written grievance must be filed with the District's human resources administrator within six (6) working days of the event or incident giving rise to the grievance.

Within six (6) working days of receipt of the grievance, the District's human resources administrator shall schedule an informal grievance meeting with the grievant, the employee against whom the grievance is filed, any known advocates, as well as a District administrator who will not be involved in the statutory grievance process. The purpose of the meeting shall be to attempt to find a resolution to the employee grievance.

Level 3: Superintendent

If a resolution is not reached during the informal grievance meeting, the individual against whom a grievance is filed shall file a written response to the employee grievance within six (6) working days after the conclusion of the informal grievance meeting. Thereafter, the employee may appeal the grievance to the Superintendent or the Superintendent's designee within six (6) working days of the receipt of the written response or within six (6) working days from the date the written response was due if the classified employee received no written response. Within six (6) working days of an appeal, the Superintendent or designee shall provide a written response to the employee.

Level 4: Hearing Panel

If the classified employee is not satisfied with the decision of the Superintendent or the Superintendent's designee or there is no response from the Superintendent or the Superintendent's designee the employee may request a review of the grievance by a hearing panel within six (6) working days of the response or lack thereof. A written appeal must be submitted to the Board and within ten (10) working days of receiving the appeal the Board shall convene a hearing panel consisting of three (3) persons; one (1) to be selected by the Board, one (1) to be selected by the employee and one (1) to be mutually agreed upon by the two (2) appointed members of the panel. The panel shall submit its decision in writing to the employee, the Superintendent, and the Board within ten (10) working days of completing its review.

Level 5: The Board

The panel's decision shall be final unless the Board overturns the panel's decision by resolution at the Board's next regularly scheduled public meeting. The decision of the Board will be final, unless appealed within forty-two (42) calendar days of the Board's resolution to overturn the panel's decision in the district court in the county in which the School District is located.

Legal Reference: I.C. § 33-517 Non-Certificated Personnel
I.C. § 33-1201 Certificate Required
Metcalf v. Intermountain Gas Co., 116 Idaho 622 (1989)

ADOPTED:
September 8, 2014

Refer to Section 402.7 "Drug Free Workplace" of this Policy Manual.

This District will follow all requirements set forth in the Fair Labor Standards Act. Employees covered by the FLSA will be identified and compensated for overtime hours in accordance with this policy.

APPROVAL & REPORTING

A non-certificated employee will be allowed to work overtime hours only upon the written approval of the Superintendent. The employee must submit verification of the additional hours worked on a district time sheet to the Superintendent at the end of each payroll period in which additional hours were worked. Prior to the overtime being worked, the employee must agree in writing if he/she will be receiving comp time.

An employee who has worked more than forty (40) hours in a week will have the choice of receiving:

- i. "Comp time" accruing at the rate of one and one-half (1 ½) hours for each hour worked over forty (40) hours per week; or
- ii. Payment at the rate of one and one-half (1 ½) hours for each hour worked over forty (40) hours per week.

ACCRUAL & USE OF COMP TIME

The employee must take comp time within six months of earning it, unless extenuating circumstances exist as determined by the Superintendent. Permission to use comp time will be granted if the notice of the request is timely and the use of the comp time does not unduly disrupt the operations of this district as determined by the Superintendent.

Employees with accrued comp time at the termination of employment will be paid for such comp time at a rate based on his/her current pay.

Salaried Supervisors/Directors making over \$455.00 a week are not eligible for overtime.

Legal Reference

Fair Labor Standards Act
29 USC 201, et seq
29 CFR Section 778.100

Adopted

11/13/2006

ALL DISTRICT PERSONNEL

This district will maintain a personnel file for every employee. Each file will contain any and all material relevant to the work history and performance evaluation of the employee. Such documents may include, but are not limited to:

- Contracts of employment
- All annual evaluations
- Letters of reprimand
- Letters of commendation
- Notices of probation
- Notices of removal from probation
- Notices from the PSC or any other state agency of action taken against an individual's certificate
- Rebuttal documentation to any of the above

NOTE: Names of students, fellow employees, complainants--other than the employee's administrative evaluator or administrative author--shall be redacted.

Timely notice will be given to the employee of all materials placed in their personnel file. The employee will have the right to attach a rebuttal to any materials that are objected to by the employee. Any such rebuttal shall be submitted by the employee to the district within 30 days of the date the employee received an evaluation or other document regarding their performance that the employee would like to rebut.

Personnel files are confidential with the exception of information contained in the file pertaining to public service or employment history, classification, pay grade and step, longevity, gross salary and salary history, status, workplace, and employing agency.

An employee has the right to access his or her own personnel file upon request and will be provided copies of materials contained in the file. However, an employee is not entitled to access letters of recommendation or material used to screen and test for employment.

NON-CERTIFICATED DISTRICT PERSONNEL

All non-certificated employees of this district will be required to review and sign any entries made to his or her personnel file. The employee may inspect documents contained in his or her official personnel file at reasonable times and places, in the presence of appropriate district officials.

LEGAL REFERENCE:

- Idaho Code Sections
 - § 9-340C(1)
 - § 33-517(j)
 - § 33-518

- A. Termination of employment by a noncertified school employee shall be given in writing thirty (30) days prior to the final day of intended employment. Early termination may be granted by the Board upon request, provided that suitable replacement can be secured.
- B. Resignations effective prior to the completion of a contract year shall result in the forfeiture of vacation privileges, unless the reason for resignation is ill health or other matters beyond the control of the employee.

ADOPTED:

6-13-1977

Dismissal shall be appropriate only after an employee has been notified in writing of his/her deficiencies or problems. Notice of termination of employment of a noncertified school employee shall be given in writing, stating the reason(s) for such dismissal.

ADOPTED:

6-13-1977

Noncertificated personnel shall be granted one day of sick leave per month of employment for absence due to personal illness. Unused sick leave is cumulative to the same limits as certificated personnel. (Refer to: current Memorandum of Understanding.)

ADOPTED:

6-13-1977

AMENDED:

1994

Upon approval of the Superintendent, noncertificated personnel shall be granted leave of absence deducted from sick leave and, at full pay, for serious illness in the immediate family (spouse, children, brother, sister, mother, father), not to exceed ten (10) days per year, of the employee's cumulative sick leave. Exceptions shall be subject to the approval of the Superintendent. (See Family and Medical Leave Section 404.9 and Exhibit A following Policy 404.9 this Policy Manual.)

ADOPTED:

6-13-1977

AMENDED:

1994

Funerals: Upon approval of the Superintendent, noncertified personnel shall be granted leave of absence, at full pay, to attend funerals of immediate family. The Superintendent's approval of exceptions must be received. If sick leave has all been used, salary of substitute shall be deducted.

ADOPTED:

6-13-1977

- A. Special permission may be granted by the Building Principal to allow employees to leave the building for short periods of time during the school day, if the employee agrees to make up work that is missed during the employee's absence.
- B. District tutors and aides are entitled to two (2) days paid personal leave per year. Personal leave is for business that could not take place outside regular school hours.

ADOPTED:

5-18-1982, 10-1985

AMENDED:

1994

(Refer to Section 404.9 "Family and Medical Leave Act of 1993" of this Policy Manual.)

Noncertificated personnel shall be released for jury duty with no deduction in salary. Personnel shall not receive more reimbursement than that to which they are entitled through their normal salary, and any reimbursement received in excess of such entitlement shall be returned to the District.

ADOPTED:

6-13-77

- A. Voluntary enlistment in military service shall not constitute leave of absence authorization.
- B. National Guard or Reserve service summer camp commitments shall be completed during the employee's regularly scheduled vacation time. The Superintendent shall schedule the employee's vacation during such summer commitments. It shall be the obligation of said employee to inform the Superintendent of such commitments and the prospective date thereof.

ADOPTED:

6-13-1977

POLICY TITLE: Absence Without Pay

POLICY NO. 410.8

Page 1 of 1

Deductions for personal absences not authorized in the preceding circumstances shall be on the basis of the individual prorated salary for each day absent.

ADOPTED:

6-13-1977

**POLICY TITLE: Exclusion For Communicable
Diseases**

POLICY NO. 410.9

Page 1 of 1

(Refer to Section 504.1 of this Policy Manual.)

Purpose: All classified employees of Weiser School District No. 431 may participate in the Sick Leave Bank. To participate, each employee shall contribute a prescribed number of his earned sick leave days as determined by this agreement. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness, extending beyond the employee's accumulated sick leave.

Areas Covered: Personal illness of the employee or immediate family member (spouse, child, parent, parents of spouse) that would normally result in employee being able to use sick leave days and that can be verified with a licensed health care practitioner's statement

Membership: Each classified employee shall be responsible for reporting to the district office their intent to be a member of the Sick Leave Bank or their intent not to participate by October 10th of each year. They must also have contributed the prescribed number of earned sick leave days to the Sick Leave Bank.

- a. Those hired after October 10 have 15 days after they start employment to sign up for participation in the Sick Leave Bank.
- b. Days contributed remain the property of the bank.

Sick Leave Bank Committee:

- a. Two board-appointed members
- b. Two representatives from the Classified Employees
- c. A fifth member agreed upon by above mentioned four members
- d. A chairperson will be elected by the committee
- e. A majority of the above members shall be present in order to conduct business.
- f. Each committee member has one vote
- g. Grievances go to the Board as outlined in the District Policy Manual
- h. Committee will meet as necessary

The district shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent with the following limitations:

- a. Each participant must contribute as indicated to remain a member. If, at the beginning of the employment year, the Sick Leave Bank has the maximum of 400 days remaining, the following applies:
 1. After participants have donated one day for five (5) consecutive years, as long as the employee annually signs up to be a member, the participant with more than five (5) years experience in the Weiser School District will not be required to contribute one (1) day to the Sick Leave Bank.
 2. Participants with five (5) years or less Weiser School District experience will contribute at least one (1) day per year to the Sick Leave Bank.

- b. If, at the beginning of the employment year after all regular contributions have been made, the Sick Leave Bank does not have the maximum of 400 days, the following applies:
 - 1. All participants will contribute at least one (1) day per year.
- c. The maximum number of days in the bank at the beginning of any school year shall not exceed four hundred (400).
- d. The maximum number of days granted by the Sick Leave Bank Committee for all applicants in one year cannot exceed 200 days per year.

To be eligible for a Sick Leave Bank grant, the classified employee belonging to the Sick Leave Bank must obtain a Sick Leave Bank application form at the district office. The Sick Leave Bank application must be submitted one month prior to the proposed absence or as soon as possible after the need is apparent in order for the committee to meet by the fifth of the month to make a decision prior to a payroll period. The classified employee applying must be a member of the Sick Leave Bank and must have used:

- a. All accumulated sick leave and personal leave available to the individual must be exhausted; additionally, the employee must have been out 2 continuous working days in which salary will be lost.
- b. The grant will begin with the first day following the above *if* the Sick Leave Bank application has been received and approved by the Sick Leave Bank Committee for anticipated sick leave absences.
- c. Sick Leave Bank members may reapply for additional days.

The committee shall review the application and determine the eligibility of the classified employee. The Sick Leave Bank Committee will respond to each application for a grant in writing within three (3) working days of the Committee meeting, and in the event the application is denied, will state the reason for such denial. The Committee shall have the authority to make final decisions within the established guidelines as to the disposition of the case and there is no appeal.

Bank grants to individual employees will not be carried over from one fiscal year to the next. All sick leave grants will end at the termination of the school year. If an employee does not use all of the days granted by the Sick Leave Bank Committee, the unused days will be returned to the bank. In no case shall an employee be granted more than a total of 120 days from the Sick Leave Bank during employment with the Weiser School District.

If a Disability Insurance Policy, Worker's Compensation or other type of plan or payment pays the employee's salary, the employee will not be eligible to utilize the Sick Leave Bank. Should employee receive monetary settlement for days missed from work, reimbursement to the sick leave bank is required.

Child rearing is not eligible for Sick Leave Bank days.

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Individual members of the staff are encouraged to participate in such organizational activities that are relative to their particular skill or training. It shall be the policy of the Weiser School District to encourage the participation of teachers and administrators in service and other civic organizations by providing for released time whenever it is feasible and convenient for teachers to attend meetings of said organizations.

ADOPTED:

6-13-1977

(Refer to Section 405.7 of this Policy Manual.)

Personnel serving as replacements or substitutes shall meet the requirements of full-time employees. Every effort shall be made to fill all vacancies with personnel who have preparation equal to that of the regular contract personnel.

ADOPTED:

6-13-1977

AMENDED:

1994