

Staff Personnel

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The goal of the Board of Education of the Highland School District #305 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 service in direct supporting positions to the instructional program of the school.

It shall be the policy of the Board of Education to recruit and retain the highest caliber of professional personnel and non-certified employees.

It shall be the policy of the Board of Education to encourage the continued professional preparation of all certified personnel.

It shall be the policy of the Board of Education to appoint all personnel only upon the recommendation of the Superintendent of Schools.



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

REVIEWED: 8/9/99

AMENDED:

Hiring Process and Criteria

The Board of Trustees has the legal responsibility of hiring all employees. The Board assigns to the Superintendent the process of recruiting staff personnel. The Superintendent may involve various administrative and teaching staff personnel as may be needed in recruiting staff personnel. All personnel selected for employment must be recommended by the Superintendent and approved by the Board. All certificated personnel selected for employment must also go through the screening process outlined in Idaho Code 33-1210 and be approved for hire by the Building Principal in the building to which they will be assigned.

To aid in obtaining quality staff members, the following factors will be considered: qualifications, training, experience, personality, character, and ability to relate well with students. Every effort will be exerted to maintain wide diversity in staff experience and educational preparation. However, the welfare of the children of the District will be a paramount consideration in the selection of teachers and administrators.

Guidelines

1. There will be no discrimination in the hiring process. See Policy 300.6.
2. Applicants for teaching positions shall provide evidence of meeting State requirements for regular certification and sign a statement authorizing current and past school district employers to release to the District all information relating to job performance or job related conduct. Applicants who do not sign the statement/release shall not be considered for employment. The District will consider information received from current and past school district employers only for the purpose of evaluating applicants' qualifications for employment in the position for which they have applied and no one shall disclose such information to anyone, other than the applicant, who is not directly involved in the process of evaluating the applicants' qualifications for employment. Non-certificated applicants may be employed on a conditional basis pending receipt of information from current and past school district employers. Applicants shall not be prevented from gaining employment if current or past out-of-state employers are prevented from or refuse to cooperate with the District's request. See Forms 300.2F1 and 300.2F2.
3. Applicants for high school and middle school positions should have a major or its equivalent in the specific teaching field(s). Elementary applicants should have a major or its equivalent in elementary education or in the special area of assignment(s). Applicants for specific teaching positions shall also meet the State's highly qualified standards.

4. Applicants for all teaching positions should have a minimum over-all grade point average of 2.5 (A-4, B-3, C-2, D-1). All candidates should have a grade point average of 2.75 in their respective major teaching field(s).
5. When considering coaching assignments in secondary schools, preference for hiring will be given to a qualified teacher in the school where the coaching vacancy exists. The Building Principal will certify that all qualified applicants within the building have been given consideration.
6. As required in Idaho Code 65-505, the District will observe preference for veterans and disabled veterans when considering hiring employees to fill vacancies, selecting new employees, or implementing a reduction in force.
7. As required in Idaho Code 33-130, the District will conduct a criminal history check for applicable positions. See Policy 5110.
8. Each newly hired employee must complete an Immigration and Naturalization Service form, as required by federal law.

The employment of any certified staff member is not official until the contract is approved by the Building Principal, the Board, and signed by both the Board Chairman and the applicant.

To assist administrators in compliance with the above policy for the hiring of professional staff, the following guidelines shall be utilized:

I. Notice of Vacancies

- A. Vacancies will be posted only after the Board has approved written resignation from a contracted professional employee of the District or if a new position is created within the District. When that official resignation has been received, the Superintendent will post notices in all school buildings and the District Office.

The Superintendent's Office will post notice of any vacancy within the District for ten (10) school days for current teachers or administrators to apply for the position.

- B. Upon the conclusion of the ten (10) school day period, the appropriate administrator will meet with the appropriate building or program administrator, and review all requests for transfer. The building/program administrator will have the responsibility to interview all applicants who meet the qualifications needed for the position, and may or may not make recommendation for such in-District transfer after review.

- C. If a transfer is recommended and approved by the Building Principal, it will be submitted in writing to the Superintendent immediately following such determination. Since such transfer would automatically create a vacancy in another location, notice of that vacancy will be posted as specified above, with the exception that if the same grade level vacancy for the school has already been posted, the above building notice requirement will be waived.
- D. Should the building/program administrator determine that he/she does not wish to accept the request for transfer of any individual, or no individuals have requested a transfer, the principal will give notice to the appropriate administrator, who will prepare a job notice to be posted externally.
- E. An application or letter of interest will be maintained within the District file for a period of one year from the date of inquiry. It is the responsibility of any applicant who desires to be considered for positions within the District to reactivate his/her file annually.

II. Job Vacancy Notices

Any notice from Highland Joint School District No. 305 will contain the following information:

- A. Position available and job description.
- B. Requirements for completed application, as applicable for position, include but are not limited to: 1) completed District application form; 2) official transcript of all university or college credits; 3) placement center file; 4) personal resume; 5) verification or eligibility of Idaho certification; and 6) signed statement/release for current and past school district employers.
- C. Timeline for receiving application.
- D. Process notification of how applications will be handled.

III. Application Procedures

It will be the responsibility of any applicant to provide the information listed in II B above.

- A) Such information must be received prior to the cutoff date for receiving applications as specified in the vacancy notice.

- B) It will be the discretion of the Superintendent, the appropriate administrator, and the building administrator to determine whether such deadlines should be extended to accommodate individuals where placement center files, transcripts or other materials are not yet received by the District for consideration. Such time extension will be restricted to a reasonable time frame.
- C) Upon receipt of the completed applications, those applications will be placed in a file for review and consideration at the District Office.

III. Preliminary Screening

- A) At either the time the job vacancy is published, or prior to the conclusion of the application period, the school administrator will provide notice to the appropriate administrator of the desired number of qualified individuals to be included in the "screening pool". The screening pool shall be defined as the number of individuals having completed applications that will be submitted to the building or program administrator for final screening.
- B) Should the building or program administrator desire to have applicants prioritized, he/she shall make such known to the appropriate administrator who will provide the prioritized list of a number consistent with the pool.

IV. Screening

- A) The building or program administrator may establish a committee to assist in the final screening process.
- B) The committee, upon receiving the written applications from the appropriate administrator will review those applications for the purpose to:
 - 1. Determine those most suited to the position.
 - 2. Make personal telephone contact with one or more references submitted by the applicant.
 - 3. Contact individuals who might know the candidate, but were not listed as references, if needed.
 - 4. Invite the top candidates to be interviewed for the position.
- C) The committee will establish the procedures at the building or program level for interviewing the successful applicants.

- D) Upon determining the qualified applicant, the building administrator will submit to the Superintendent, the written recommendation for the applicant to be offered a contract.

V. Acceptance Procedure

Once the Committee has selected the final candidate, the name will be provided to the Superintendent who will review the applicant's credentials with the building/program administrator. If the Superintendent and Building Principal concur with the recommendation, the Superintendent will:

- A. Authorize a verbal offer of employment, pending Board approval, to be made to the candidate.
- B. Upon receiving verbal acceptance by the candidate, the Superintendent will prepare the necessary papers for recommendation to the Board of Trustees at the next regular or special Board meeting.
- C. Submit to the Board of Trustees such recommendation.

VI. Board Action

The Board of Trustees of Highland Joint School District No. 305 will:

- A. Have placed before it all candidate names for the position; and
- B. Approve candidates, unless they personally have knowledge not available to the building administrator and the screening committee. In that case, the Board will not take action until all concerns have been reviewed by the building/program administrator.

VII. Approval

Upon approval by the Board of Trustees, a contract, in a form approved by the State Superintendent of Public Instruction, will be sent or given to the applicant pursuant to the requirements set out in I.C. 33-513. The applicant must sign the contract and return it within ten (10) days from the date the contract is delivered to them. Should the person willfully refuse to acknowledge receipt of the contract or the contract is not signed and returned to the Board in the designated period of time, the Board may declare the position vacant. Should the candidate not be approved, or the person willfully refuse to acknowledge receipt of the contract or the contract is not signed and returned to the Board the

Superintendent will remand the situation to the building administrator and screening committee to provide the next applicant’s name for consideration.

VIII. Certification

To qualify for employment, each teacher or administrator must have a valid Idaho teaching/administrative certificate on file in the District Office at the beginning of the school year. Salary will be withheld if the certificate is not on file by September 10 of the given year.

Cross Reference: 300.9a Fingerprinting and Criminal Background Investigations
300.6 Equal Employment Opportunity and Non-Discrimination
5100F1-5100F3 Hiring Process and Criteria Forms

Legal Reference: I.C. § 33-130 Criminal history checks for school district employees or applicants for certificates
I.C. § 33-512 Governance of schools
I.C. § 33-513 Professional personnel
I.C. § 33-1210 Information on past job performance
I.C. § 65-505 Officials to observe preference
I.C. § 67-2345(a) Executive sessions



LEGAL REFERENCE:

ADOPTED: 9/19/77
REVIEWED 8/9/99
AMENDED: 4/9/2012

Procedures for Obtaining Personnel Records for Applicants

1. Before hiring an applicant for employment in a certificated or non-certificated position the District shall have the applicant sign the statement/release (form 300.2F1) and provide a list of their previous school district employers (the list may be obtained via resume or application). The District will not hire an applicant who refuses or fails to sign the statement/release.
2. The signed statement/release will then be sent by the District to all of the applicant's current or past, in state or out of state, school district employers along with a request for information relating to job performance and/or job related conduct (form 300.2F2). Note – The District does not have to request the information for all applicants. The District only has to request the information for the top applicant(s) for the position.
3. The District may follow up with current or past school district employers if the information requested has not been received within thirty (30) days from the date the request was sent. The District may hire non-certificated applicants on a conditional basis pending receipt of the information requested. Applicants shall not be prevented from being hired if an out of state current or past school district employer refuses to comply with the request. The District will attempt to obtain a written refusal along with the reason for the refusal from the non-compliant out of state school district employer. The written refusal shall be kept as a part of the applicant's file.
4. The District shall also request State Department of Education verification of certification status as well as any past or pending violations of the Professional Code of Ethics and information related to the job performance of the applicants for any certificated position (form 300.2F3).
5. The District shall use information received from applicant's current or past employers only for the purposes of evaluating an applicant's qualifications for employment in the position for which the applicant has applied. No Board member or District employee shall disclose the information received to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.



LEGAL REFERENCE:

I.C. § 33-1210 Information on past job performance

ADOPTED: 4/9/2012

[DISTRICT LETTERHEAD]

**AUTHORIZATION FOR RELEASE OF INFORMATION ON PAST
EMPLOYMENT WITH SCHOOL EMPLOYERS
IDAHO CODE 33-1210**

Idaho Law requires Applicants for any position at any Idaho Public School to allow the hiring School District Employer to obtain a copy of past public school employer personnel file materials and other documentation relating to the performance of the Applicant when such Applicant was employed by any other public school, whether in Idaho or any other state.

Before hiring an Applicant for any position, the District must request the Applicant sign this form. Should the Applicant refuse or fail to sign this form, the District is not permitted to hire the Applicant for any position. This authorization does not limit any employer from seeking additional information or disclosures from any Applicant.

This form:

1. Authorizes current and past public school employer of the Applicant/undersigned on this form, including Applicants outside of the State of Idaho, to release to the hiring School District all information relating to the job performance and/or job related conduct of the Applicant and make available to the hiring School District copies of all documents in the previous employer’s personnel file, investigative file or other files relating to the job performance of the Applicant; and
2. Releases the Applicant’s/undersigned’s current and past employers, and employees acting on behalf of the employer, from any liability for providing the above-mentioned information.

§ 33-1210 RELEASE:

I understand that the above requirements are a condition of my obtaining employment with the District and I consent to my current and former employers, both inside and outside the State of Idaho, upon receipt of this signed authorization, to comply with Idaho law. I further consent that such authorization may be provided to the hiring District via electronic means.

Signature of Applicant

Date

Printed Name of Applicant

Identifying Employee Number/Name of Applicant or other Identifying
Information for Past Employer

*Information obtained through the use of this Release will be used only for the purpose of evaluating the qualifications of the Applicant for employment. This information will not be disclosed in any manner other than as provided by Statute.

*A copy of this Release and all information obtained through use of this Release will be placed into the Applicant's Personnel File with the District upon employment of the Applicant, if any.

*An Applicant's failure to disclose any former School District employer, whether within or outside of the State of Idaho, will serve as the basis for immediate termination and, for certificated personnel, may also result in the District's reporting of the individual to the Idaho Professional Standards Commission for a potential violation of the Code of Ethics for Professional Educators.

*By accepting an executed copy of this form, the hiring School District makes no guaranty or promise of employment to the Applicant. Further, the hiring School District may employ the Applicant on a conditional basis pending review of information gathered pursuant to this Release. Such conditional employment is not a guarantee or promise of continued employment with the hiring School District for any length of time or pursuant to any additional conditions.



Policy History:

Adopted on: 4/9/2012

**[DISTRICT LETTERHEAD]
REQUEST TO EMPLOYER
IDAHO CODE 33-1210**

Idaho Code 33-1210 requires all Idaho School District employers to obtain past School District employer performance information regarding any individual they are considering for hire, with regard to any position at an Idaho Public School District. Specifically, the code section language states:

Before hiring an applicant, a School District shall request, in writing, electronic or otherwise, the Applicant’s current or past employers, including out-of-state employers, to provide the information described in subsection (2)(a) of this section, if any.

The aforementioned subsection (2)(a) of the statute requires Applicants to sign a statement “authorizing the applicant’s current and past employers [meaning school district employers], including employers outside of the State of Idaho, to release to the hiring School District all information relating to the job performance and/or job related conduct, if any, of the applicant and making available to the hiring School District copies of all documents in the previous employer’s personnel, investigative or other files relating to the job performance by the Applicant.”

Enclosed please find a copy of the signed Authorization for Release of Information from _____, an Applicant for employment with the _____ District. This individual has identified your District as a prior employer. Accordingly, we are requesting that you please provide to the District a copy all information relating to this individual’s performance as an employee with your District. In accordance with the terms of the statute in question, we request receipt of this information within twenty (20) business days after receipt of this request. This information may be sent either as written documentation or in electronic format. We would request that you advance this information to:

[Insert District Contact Information Here]

It should be noted that this statute provides that any School District or employee acting on behalf of the School District, who in good faith discloses information pursuant to this section either in writing, printed material, electronic material or orally is immune from civil liability for the disclosure. An employer is presumed to be acting in good faith at the time of the disclosure under this section unless the evidence establishes one (1) or more of the following: (a) that the employer knew the information disclosed was false or misleading; (b) that the employer disclosed the information with reckless disregard for the truth; (c) that the disclosure was specifically prohibited by a state or federal statute.

Should you have any questions regarding this matter, please contact:

_____ at the above contact information.



Policy History:

Adopted: 4/9/2012

[DISTRICT LETTERHEAD]

REQUEST FOR VERIFICATION OF CERTIFICATE STATUS

Director of Certification/Professional Standards
Idaho State Department of Education
650 W. State Street
P.O. Box 83720
Boise, ID 83720-0027

Pursuant to § 33-1210(5), Idaho Code, the District is seeking information regarding the following individual:

Name of Applicant _____
D.O.B.: _____

Specifically, pursuant to the above-referenced statute, the District is seeking the following information in order to address a hiring decision:

1. Certificate Status.
2. The existence of any past findings or complaints relating to violations of the Code of Ethics for Professional Educators.
3. The existence of any current complaints or investigations relating to alleged violations of the Code of Ethics for Professional Educators.
4. Any information relating to job performance as defined by the State Board of Education, pursuant to Subsection (11) of Idaho Code 33-1210, for any applicants for certificated employment.

The District would greatly appreciate it if this information could be advanced to the attention of _____ on or before the _____ day of _____ in order to allow a timely decision as to employment matters. This information may be mailed at the above address or sent via electronic format to: _____.

Sincerely,

Business Manager



Policy History:

Adopted: 4/9/2012

The District maintains a complete personnel record for every employee (certificated and classified). Much of the information contained in employee personnel files is confidential and access to such files should be limited to the Superintendent, Principal, the employee, the employee's designee or representative, and school districts requesting information based upon Idaho Code 33-1210.

A log of those persons other than the Superintendent, Principal or other administrative staff, will be kept indicating the date and time of inspection, name of person requesting access, description of the records copied, if any, and the initials of the person providing the access and/or copies requested.

In accordance with federal law, the District shall release information regarding the professional qualifications and degrees of teachers and the qualifications of paraprofessionals to parents upon request, for any teacher or paraprofessional who is employed by a school receiving Title I funds, and who provides instruction to their child at that school. Access to other information contained in the personnel records of District employees is governed by Policy 4130.

In accordance with state law including Idaho Code 33-1210, not later than twenty (20) days after receiving a request the District shall release information regarding job performance or job related conduct to school districts requesting such information for hiring purposes. See Policy 5100 and Procedure 5500P.

The District shall maintain official District files for employees.

An employee's official file shall be kept in the District administrative office. It shall, at a minimum, contain the following records:

1. application materials;
2. contracts of employment;
3. communications from the administration;
4. performance evaluations;
5. rebuttals to performance evaluations;
6. parental input materials;
7. written reprimands;
8. original statements/releases to/from hiring school districts;
9. original acknowledgement of receipt of professional liability insurance providers list;
- 10.
11. documentation of additional training received, course work completed, in-service attended, etc.

The file may contain notes and observations. Letters of recommendation will be kept in a separate, sealed file maintained by the Superintendent. Personal notes of supervisors need not be placed in the file, but may be maintained in the supervisor's own file(s).

Each employee will be provided written notice of all materials placed in an employee's personnel file. Notice shall be provided within ten (10) days of placement of information in the employee's file or, if possible, presented to the employee prior to placement in the file. An employee will have the opportunity to attach a rebuttal to any information placed in the employee's personnel file. An employee will have seven (7) days (from the date written notice of placement) to attach a statement or notification of rebuttal.

Upon request, an employee or the employee's designee or representative will have access to the employee's personnel file and will be provided copies, upon request within a reasonable period of time. The request, inspection, and/or copying of the file will be logged indicating the date and time, name of person requesting access, description of the records copied, if any, and the initials of the person providing the access and/or copies requested.

Record Keeping Requirements Under the Fair Labor Standards Act

In addition to the information to be placed in an employee's personnel file set forth hereinabove, any and all payroll information required by the Fair Labor Standards Act shall also be kept for each employee as follows:

1. Records required for ALL employees:
 - A. Name in full (same name as used for Social Security);
 - B. Employee's home address, including zip code;
 - C. Date of birth if under the age of 19;
 - D. Gender (may be indicated with Male/Female, M/F);
 - E. Time of day and day of week on which the employee's work week begins;
 - F. Basis on which wages are paid (such as \$5/hour, \$200/week, etc.);
 - G. Any payment made which is not counted as part of the "regular rate";
 - H. Total wages paid each pay period.
 - I. I-9

2. Additional records required for non-exempt employees:
 - A. Regular hourly rate of pay during any week when overtime is worked;
 - B. Hours worked in any work day (consecutive twenty-four-(24)-hour period);
 - C. Hours worked in any work week (or work period in case of 207[k]);
 - D. Total daily or weekly straight-time earnings (including payment for hours in excess of forty (40) per week, but excluding premium pay for overtime);
 - E. Total overtime premium pay for a work week;
 - F. Date of payment and the pay period covered;
 - G. Total deductions from or additions to wages each pay period;

- H. Itemization of dates, amounts and reason for the deduction or addition, maintained on an individual basis for each employee;
- I. Number of hours of compensatory time earned each pay period;
- J. Number of hours of compensatory time used each pay period;
- K. Number of hours of compensatory time compensated in cash, the total amount paid and the dates of such payments;



LEGAL REFERENCE:

29 USC 201, et seq.	Fair Labor Standards Act
I.C. § 33-517	Non-certificated personnel
I.C. § 33-518	Employee personnel files
I.C. § 33-1210	Information on past job performance

ADOPTED: 4/9/2012

Procedures for Releasing Personnel Records to Hiring School Districts

1. No later than twenty (20) days after receiving a request from a hiring school district under the provisions of Idaho Code 12-1210 the District shall provide the information requested and make available to the hiring school district copies of all documents in the past or current employee’s personnel file relating to job performance or job related conduct. Note – The District may provide records in electronic format.
2. No Board member or District employee shall enter into any agreement that has the effect of suppressing information about negative job performance by a present or former employee or expunge information about performance or misconduct from any document in an employee personnel file.
3. In fulfilling a request from a hiring school district, the District may choose to expunge information from an employee’s personnel file relating to *alleged* verbal or physical abuse or sexual misconduct that has not been substantiated.
4. In fulfilling a request from a hiring school district, the District shall expunge information from an employee’s personnel file on any materials for which disclosure would violate FERPA, HIPAA, or any other applicable federal law. The District shall also redact student names from investigative or other documentation in the employee’s/former employee’s file as well as any medical documentation.
5. No District employee who in good faith discloses information to the hiring school district either in writing, printed material, electronic material, or orally shall be held civilly liable for the disclosure.

Legal Reference:



LEGAL REFERENCE:

I.C. § 33-1210 Information on past job performance

ADOPTED: 4/9/2012

Equal Employment Opportunity and Non-Discrimination

The District shall provide equal employment opportunities to all persons, regardless of their race, color, religion, creed, national origin, sex, sexual orientation, age, ancestry, marital status, military status, citizenship status, pregnancy, use of lawful products while not at work, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodations, and other legally protected categories.

The District will make reasonable accommodation for an individual with a disability known to the District, if the individual is otherwise qualified for the position, unless the accommodation would impose an undue hardship upon the District.

Inquiries regarding discrimination should be directed to the Superintendent or designee. Specific written complaints should follow the Uniform Grievance Procedure.

Legal Reference:

29 U.S.C. §§ 621, et seq. Age Discrimination in Employment Act,
42 U.S.C. §§ 12111, et seq. Americans with Disabilities Act, Title I,
29 U.S.C. § 206(d) Equal Pay Act,
8 U.S.C. §§ 1324(a), et seq. Immigration Reform and Control Act,
29 U.S.C. §§ 791, et seq. Rehabilitation Act of 1973,
42 U.S.C. §§ 2000(e), et seq., 29 C.F.R., Part 1601 Title VII of Civil Rights Act,
20 U.S.C. §§ 1681, et seq., 34 C.F.R., Part 106 Title IX of the Education Amendments,
I.C. § 67-5909 Acts Prohibited
29 CFR 1604.10 Pregnancy Discrimination Act -
Employment Policies Relating to Pregnancy and Childbirth

•••••

LEGAL REFERENCE:

ADOPTED: 4/9/2012

This district will not discriminate against employees and/or candidates for employment on the basis of a disability. All employees must be able to perform the essential functions of the position for which they are employed. In the event an employee believes that reasonable accommodations are necessary, he or she must submit the request in writing to the superintendent or designee. In considering the requested accommodation, the district may require that the employee submit medical and/or other information to substantiate the request and may require that the employee undergo an independent medical examination. The district may deny a request for an accommodation if it is unreasonable and/or it poses an undue hardship on the district.

•••••

LEGAL REFERENCE:

Section 504 of the 1973 Rehabilitation Act
The Americans with Disabilities Act

ADOPTED: 11/13/06

AMENDED:

DEFINITIONS

“Active duty” means, for purposes of veterans’ preference, full-time duty in the Armed Forces, other than active duty for training, to include:

- service on active duty at any time from December 7, 1941, and ending July 1, 1955.
- service on active duty for 180 consecutive days, any part of which of occurred after January 31, 1955, and before October 15, 1976.
- service on active duty at any time from August 2, 1990, and ending on January 2, 1992.
- service on active duty for a period of more than 180 consecutive days, any part of which occurred during the period beginning on September 11, 2001, and ending when prescribed by Presidential proclamation or by law as the last date of Operation Iraqi Freedom.
- award of an Armed Forces Expeditionary Medal (AFEM). All AFEM’s whether listed here or not, are qualifying for veterans’ preference and as shown on the veteran’s DD Form 214. Examples of some of the most common campaign medals are: Vietnam (Service Medal), El Salvador, Lebanon, Granada, Panama, Bosnia, Kosovo, Afghanistan, Southwest Asia (Persian Gulf), Somalia, and Haiti. (Award of the National Defense Service medal alone does NOT qualify).

For a listing of Wars, Campaigns, and Expeditions of the Armed Forces that qualify for veterans’ preference, go to <http://www.opm.gov/veterans/html/vgmedal2.htm>.

“Disabled veteran” means those honorably discharged veterans who a) have served on active duty in the Armed Forces and have a current service-connected disability of ten percent (10%) or more or are receiving compensation related to a service-connected disability including retirement benefits or pension from the military or the department of veteran affairs; or b) are purple heart recipients.

“Initial hire” means the first time an eligible veteran is hired by the district; provided however, subsequent separation from the district for any reason will not result in the award of new preference with the district. Temporary or casual employment does not qualify as an “initial hire.”

“Key employee” means an individual specifically hired for an “at-will” or nonclassified position for which there is no selection process, such as a position as a private secretary or deputy of an official or department who holds a confidential relationship to the appointing or employing officer or body.

SECTION 300: SUPPORT SERVICES

“Service-connected disability” means that the veteran is disabled due to injury or illness that was incurred in or aggravated by military service as certified by the federal Veterans Administration or an agency of the department of defense.

“Veterans’ preference” shall apply to veterans, or their spouse, widow, or widower, who have been:

- In active service in the Armed Forces of the United States during one or more of the times periods described therein or have been awarded an AFEM, or
- Are disabled veterans who served on active duty in the Armed Forces at any time, or
- Are Purple Heart recipients, or
- Are the widow or widower of such individuals and who have not remarried, or
- Are the qualifying spouses or eligible disabled veterans who cannot qualify for any public employment because of a service-connected disability.

NOTICE OF PREFERENCE

The district’s employment application forms, announcements, and postings for positions will state that preference will be given to eligible veterans. The application form will inquire as to whether the applicant is claiming eligibility for such preference and state that the applicant is required to provide proof of such eligibility. The applicant is responsible for providing all necessary documentation of his/her eligibility as a veteran at the time of making application.

APPLICANTS ELIGIBLE FOR VETERANS’ PREFERENCE

In all employment of any kind (excluding “key employees”), this district shall give preference to eligible veterans as follows:

1. **PREFERENCE OVER NON-VETERANS.** An applicant who qualifies for a veterans’ preference is entitled to a preference in initial application for hiring with the district over other applicants for the same position who are not more qualified.
2. **COMPETITIVE EXAMINATIONS.** If applicants are required to take competitive examinations, five (5) percentage points shall be added to the earned rating of any applicant who is eligible for veterans’ preference points. The enhanced score shall be used in establishing a rating.

3. **COMPETITIVE EXAMINATIONS—DISABLED VETERANS.** If applicants are required to take competitive examinations, ten (10) percentage points shall be added to the earned rating of any applicant who is eligible for veterans' preference points as a disabled veteran.
4. **INTERVIEW REQUIREMENTS.** Disabled veterans who have a current service-connected disability of thirty percent (30%) or more must be offered an interview if they are one of the top ten (10) qualified applicants. If applicants are not ranked, the district must offer to interview such veterans who fully meet all qualifications for the position. Notwithstanding this subsection, the district is not be required to interview more than a total of ten (10) applicants regardless of the number of such qualified veteran applicants.

EMERGENCY HIRING

In the event of an emergency which may endanger the health, safety, and public welfare, these provisions may be dispensed with temporarily, but persons so employed may not be allowed to work for a time period of more than ninety (90) days, except as employees who meet all the requirements of the veterans' preference provisions stated above.

PROMOTION, TRANSFER, OR REASSIGNMENT

This policy applies only for the purpose of an initial hire by the district. Veterans' preference, and any benefits set forth in this policy for eligible veterans, is not relevant to and will not be considered whenever personnel decisions are made relative to an employee's promotion, transfer, or reassignment within the district.

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LEGAL REFERENCE:

Idaho Code Section 65-501, *et seq.*

ADOPTED: 1/14/08

AMENDED:

VETERAN'S PREFERENCE NOTICE

Are you claiming Veteran's Preference? Yes___ No___. *If Yes, please provide a copy of your Form DD214, and please request, complete, and submit the Veteran's Preference Form with this application.*

Have you claimed such preference in prior applications with the school district? Yes___ No___

Veterans' Preference

Idaho law (Idaho Code §§ 65-501, *et seq.*, as amended in 2006) provides Veteran's Preference for certain veterans or their eligible spouses who:

- Have been in active service in the armed forces of the United States during one or more of the times periods shown below or have been awarded an Armed Forces Expeditionary Medal, or
- Are disabled veterans who served on active duty in the armed forces at any time, or
- Are Purple Heart recipients, or
- Are the widow or widower of such individuals and who have not remarried, or
- Are the qualifying spouses or eligible disabled veterans who cannot qualify for any public employment because of a service-connected disability.

To determine your eligibility for Veteran's Preference, please complete all applicable section(s) below.

NOTE: Preference is used only for the initial (first hire) employment by the school district. The preference does not apply to any subsequent application for hire, promotion or retention status.

General Eligibility

1. Were you discharged under honorable conditions, or are you the spouse of an honorably discharged, preference-eligible veteran claiming preference under SECTIONS THREE and FOUR, below?

___ YES ___ NO

If you answered NO to the above question, you are not eligible for preference and you need go no further.

2. Have you previously been hired by the school district after becoming an eligible veteran?

___ YES ___ NO

If you answered YES to the above question, you are not eligible for preference and you need go no further.

SECTION ONE: Preference-Eligible Veterans

(Reference Idaho Code § 65-502(14) and 5 U.S.C. § 2108)

Please select all that apply to you:

- I served on active duty¹ at any time from December 7, 1941, and ending July 1, 1955.
- I served on active duty for 180 consecutive days, any part of which occurred after January 31, 1955, and before October 15, 1976.
- I served on active duty at any time from August 2, 1990, and ending on January 2, 1992.
- I served on active duty for a period of more than 180 consecutive days, any part of which occurred during the period beginning on September 11, 2001, and ending when prescribed by Presidential proclamation or by law as the last date of Operation Iraqi Freedom.
- I have been awarded an Armed Forces Expeditionary Medal (AFEM).²
- I do not meet any of the selections above, but I served on active duty in the armed forces of the United States for a period of more than 180 days and was honorably discharged.

SECTION TWO: Disabled Veterans and Purple Heart Recipients

1. If you have served on active duty in the Armed Forces at any time, do you have a current service-connected disability of 10% or more or are you a Purple Heart recipient?
- YES NO
2. If you have you served on active duty in the Armed Forces at any time, do you have a current service-connected disability of 30% or more?
- YES NO

SECTION THREE: Spouses of Disabled Veterans

Are you the spouse of an eligible disabled veteran who cannot qualify for any public employment because of service-connected disability?

YES NO

SECTION FOUR: Widows and Widowers of Preference-Eligible or Disabled Veterans

1. Are you a widow or widower of a preference-eligible veteran as shown in SECTION ONE, and have you remained unmarried?

¹ The term "active duty" means full-time duty in the Armed Forces, other than active duty for training.

² All AFEM's whether listed here or not, are qualifying for Veteran's Preference and must be shown on your Form DD214. Examples of some of the most common campaign medals are: Vietnam (Service Medal), El Salvador, Lebanon, Granada, Panama, Bosnia, Kosovo, Afghanistan, Southwest Asia (Persian Gulf), Somalia, and Haiti. Award of the National Defense Service medal alone does NOT qualify. NOTE: For a listing of Wars, Campaigns, and Expeditions of the Armed Forces that qualify for Veteran's Preference, go to: <http://www.opm.gov/veterans/html/vgmedal2.asp>.

___YES ___NO

2. Are you a widow or widower of a disabled veteran or Purple Heart recipient, and have you remained unmarried?

___YES ___NO

By my signature below, I certify that all answers and statements on this application are true and complete to the best of my knowledge. I understand that, should an investigation disclose inaccurate or misleading answers, my application may be rejected, my name removed from consideration, or my employment with the school district terminated.

Name (Please Print)

Signature

Social Security Number

Date

NOTE: You may be asked to provide your Form DD214 to verify your veteran status prior to an actual decision to hire.

Employee Electronic Mail and On-Line Services Usage

Electronic mail (“e-mail”) is defined as a communications tool whereby electronic messages are prepared, sent and retrieved on personal computers. On-line services (i.e., the Internet) are defined as a communications tool whereby information, reference material and messages are sent and retrieved electronically on personal computers.

Because of the unique nature of e-mail/Internet, and because of the District’s desire to protect its interest with regard to its electronic records, the following rules have been established to address e-mail/Internet usage by all employees:

The District e-mail and Internet systems are intended to be used for educational purposes only. No district employee may use the District’s e-mail or Internet systems for the promotion of election or political campaigns, issues dealing with private or charitable organizations or foundations or ballot issues, however, use for other informal or personal purposes is permissible within reasonable limits. All e-mail/Internet records are considered District records and should be transmitted only to individuals who have a need to receive them. Additionally, District records, e-mail/Internet records are subject to disclosure to law enforcement or government officials or to other third parties through subpoena or other process. Consequently, employees should always ensure that the educational information contained in e-mail/Internet messages is accurate, appropriate and lawful. E-mail/Internet messages by employees may not necessarily reflect the views of the District. Abuse of the e-mail or Internet systems, through excessive personal use, or use in violation of the law or District policies, will result in disciplinary action, up to and including termination of employment.

While the District does not intend to regularly review employees’ e-mail/Internet records, employees have no right or expectation of privacy in e-mail or the Internet. The District owns the computer and software making up the e-mail and Internet system and permits employees to use them in the performance of their duties for the District. E-mail messages and Internet records are to be treated like shared paper files, with the expectation that anything in them is available for review by the Superintendent.



LEGAL REFERENCE:

Idaho Constitution Article VIII, Section 2
Idaho Attorney General Opinion No. 95-07
Board of County Commissioners v. Idaho Health Facilities Authority, 96 Idaho 498 (1975)

ADOPTED: 4/9/2012

Employing Retired Teachers and Administrators

One of the Board's personnel goals is to recruit, select and employ the best qualified personnel to staff the schools within the District. As such, retired employees who leave the District in good standing may be re-employed according to the following guidelines:

1. The District may employ certificated teachers and administrators who are receiving retirement benefits from the public employee retirement system of Idaho (PERSI) for positions requiring such certification. Said employees are hereinafter referred to as "retiree" or "retirees".
 - a. These employees shall be employed on a Standard Retired Teacher Contract or Standard Retired Administrator Contract form that has been approved by the State Superintendent of Public Instruction.
2. Any employment contract between the District and retirees shall be separate and apart from the collective bargaining agreement or master agreement between the District and the local teacher's association.
3. Retirees employed consistent with this policy and state law shall accrue one (1) day per month of sick leave. No annual sick leave shall be accumulated unless additional sick leave has been negotiated between each individual retiree and the District at the time of employment. Sick leave accrued under Idaho Code § 33-1004H does not qualify for unused sick leave benefits under Idaho Code § 33-1228.
4. The District will not provide health insurance / life insurance benefits for retirees hired consistent with this policy.
5. The District shall not employ certificated teachers and administrators who receive or received benefits under the previously existing early retirement program provided in now repealed Idaho Code 33-1004G.
6. Retirees who qualify to be rehired are those who have: A) reached the Rule of 90; B) are not participating in the early retirement program; and C) who are retired on or after 62 years of age.
7. Employees hired pursuant to this policy and who are assigned to work in a specific district building will only be hired and placed into the building upon the approval and consent of the building principal as per Idaho Code 33-523.



LEGAL REFERENCE:

- | | |
|-----------------|---|
| I.C. § 33-1004H | Employing Retired Teachers and Administrators |
| I.C. § 33-523 | Principals to Determine new Staffing |
| I.C. § 33-513 | Professional Personnel |
| I.C. § 33-1228 | Severance Allowance at Retirement |
| I.C. § 59-1356 | Employment of Retired |

ADOPTED: 2/12/08

AMENDED: 3/12/2012

All applicants who have filed an application for an announced vacancy within the Highland School District will be notified by letter as to the decision on filling the position. A contract will be sent for signature to the candidate to be employed.



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

AMENDED:

EMPLOYEES

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.

Teachers hired by the district will be responsible for the cost of the criminal history check. The District will be responsible for the cost of classified staff, substitutes and volunteers for the District if background checks are required. This cost would only be that which is required by the State Department of Education.

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

SECTION 300: SUPPORT SERVICES

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
33-1212	18-1506A	18-5610
33-1204	18-1507	18-6101
33-1208	18-1507A	18-6108
18-905	18-1508	18-8305
19-907	18-1508A	18-8323
19-909	18-1511	18-8404

ADOPTED: 6/11/07

AMENDED: 12/8/08

Definitions:

Non-Renewable Contract Certificated Employees

Non-renewable contracts shall be issued at the sole discretion of the Board.

Category A Certificated Employees—certificated personnel hired on a limited one-year contract as provided in I.C. § 33-514.

Category B Certificated Employees—certificated personnel in the fourth or greater years of continuous employment within the same school district as provided in I.C. § 33-514 and who, at the sole discretion of the Board, are eligible to be offered a limited two (2) year contract. The Board, at its sole discretion, may add an additional year to such a contract upon the expiration of the first year.

Renewable Contract Certificated Employees

Certificated personnel who may automatically renew their employment with this District for the next school year by giving written notice of acceptance of renewal by July 20th.

Only certificated employees that attained renewable contract status prior to January 31, 2011 may be employed on a grandfathered renewable contract and shall have the right to continued automatic renewal of their employment contract.

The District shall have the option to grant renewable contract status when it hires a certificated employee who has been on a renewable contract with another Idaho school district. Alternatively, the District can place the certificated employee on a Category A or B contract. A certificated employee hired with previous out-of-state experience shall not be eligible for a renewable contract.

Notice:

1. **Category A Certificated Employees**
Category A Certificated Employees' contracts are limited one year contracts for certificated personnel in their first or greater year(s) of continuous employment with the same school district. Upon a decision by the local school Board not to reemploy the person for the following year, the certificated employee shall be provided a written statement of reasons for non-reemployment by no later than July 1st.
2. **Category B Certificated Employees**
Category B Certificated Employees' contracts are limited two year contracts that may be offered at the sole discretion of the Board. Upon the decision by a Board of Trustees not to reemploy the person employed on a Category B contract for the following year, the certificated employee shall be provided a written statement of reason for non-reemployment by no later than July 1st. Category B Certificated Employees shall, upon written request, be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the Board.

3. Grandfathered Renewable Contract

The Board shall provide written notification to each person entitled to be employed on a renewable contract by July 1st. All employees on grandfathered renewable contracts must give written notice of acceptance of automatic renewal of contract to the Board no later than July 20th. These dates are specified in the Idaho Code, and may not be altered by contract or agreement. The employee's failure to timely provide written acceptance of renewal of contract may be interpreted by the Board as a declination of the right to automatic renewal or the offer of another contract. Before the Board determines not to renew the contract for the unsatisfactory performance of grandfathered renewable contracted certificated employees, such employees shall be entitled to a defined period of probation as established by the Board, following an observation, evaluation, or partial evaluation. The probation shall be preceded by written notice from the Board, or its designee with the reasons for the probationary period and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.

4. Superintendents, Principals, and Administrators

The Board shall make a determination as to how long administrators have to sign and return their contracts. If the Board makes no such determination the default time limit shall be twenty-one (21) days after the contract is delivered to the administrator.

Supplemental Contracts

Supplemental Contracts may be for extra days or for extra duties. Extra duty supplemental contracts are for an assignment which is not part of a certificated employee's regular teaching duties. Extra day supplemental contracts are an assignment of days of service in addition to the standard contract length used for the majority of certificated employees of the District.

The Board shall provide the same rights to due process and procedures for extra day supplemental contracts as those provided by the underlying contract (Category A, Category, B, or grandfathered renewable). Written notice of non-reissuance of extra day supplemental contracts should be treated in the same way as notice of non-reissuance of the underlying contract.

Any supplemental contract for extra duties shall be separate and apart from the certificated employee's underlying contract (Category A, B, or grandfathered renewable) and no property rights shall attach and thus there is no process due for non-reissuance.

Delivery of Contract

Delivery of a contract may be made only in person or by certified mail, return receipt requested. If delivery is made in person, the delivery must be acknowledged by a signed receipt.

Return of the Contract

A person who receives a proposed contract from the district shall have ten (10) days from the date of delivery to sign and return the contract.

Failure to Accept or Acknowledge

Should a person willfully refuse to acknowledge receipt of the contract or the contract is not signed and returned to the Board within the designated time period, the Board may declare the position vacant.

Cross Reference: Policy 5340 Evaluation of Certificated Personnel
Policy 6100 Superintendent

Legal Reference I.C. § 33-513 Professional Personnel
I.C. § 33-514 Issuance of Annual Contracts – Support programs –
Categories of Contracts – Optional Placement
I.C. § 33-515 Issuance of Renewable Contracts
I.C. § 33-515A Supplemental Contracts

ADOPTED: 12/8/08

AMENDED: 3/12/2012

Contracts with certified personnel shall be in writing and shall state the length of time the contract is in force, the total compensation for the contract period, and the schedule of periodic payment.

Such written contracts shall be in the form approved by the State Superintendent of Public Instruction, conditioned upon a valid certification held by such personnel at the time of entering the duties thereunder.



LEGAL REFERENCE:

Idaho Code Section 33-513

ADOPTED: 9/19/77

Amended: 7/26/90

Reviewed 8/9/99

The superintendent shall request approval from the school board for any hours or days worked beyond the 190-day contract prior to employing certified personnel.

Any certified personnel contracted currently beyond the 190 days will be considered under this same clause.



LEGAL REFERENCE:

Board Approval

ADOPTED: 11/14/05

AMENDED:

The Board of Education shall establish, as a result of professional negotiations, salary schedules and guides for the several professional positions in the school district that will:

1. attract to this school district the best candidate available,
2. give stability to professional staff, and
3. Stimulate professional growth while in service.

These schedules and guides shall be subject to review and modification as necessary for the continued improvement of the educational program of this school district.



LEGAL REFERENCE:

Idaho Code Sections 33-1271 to 33-1276

ADOPTED: 9/19/70

AMENDED: 7/26/90

Only credits earned after initial teaching certification based on transcripts on file, earned at an institution of higher education by the state board of education or a regional accredited association shall be counted towards placement on the salary schedule.

In order for a contract to be changed when additional credits are earned, official notification must be received in time for review at the September Board Meeting for a change for the year. Contracts will not be changed at any other time.



LEGAL REFERENCE:

Idaho Code Sections 33- 1004A

ADOPTED: 9/19/77

AMENDED: 9/13/99

The Highland School District does not offer its full time employees (those with benefits) an annualized election. For the purposes of this policy, an annualized election means that an employee is allowed to choose between being paid only during the school year and being paid over a twelve (12) month period and the employee chooses to be paid over the twelve month period.

Full time employees with benefits are paid over the twelve month period. Employees who regularly work less then 20 hours per week are paid according to time sheets.



LEGAL REFERENCE:

Idaho Code Sections 33-45-606 through 45-617 Claims for Wages

Others: Internal Revenue Service, Newsroom Article, Announcement IR-2007-142, August 7, 2007, "New Rule Will Not Affect Teacher Salaries in Upcoming Year".

Internal Revenue Service, Newsroom Article, August 7, 2007, "Frequently Asked Questions: Sec. 409A and Deferred Compensation".

ADOPTED: 4/14/08

AMENDED:

The outside work or self-employment by a staff member is of concern to the Board insofar as it may:

- Prevent the employee from performing assigned responsibilities in an effective manner.
- Be prejudicial to proper effectiveness in the position or compromise the District.
- Raise a question of conflict of interest – for example, where the employee’s position in the District permits access to information or other advantage useful to the outside employer.

Therefore a regular, full-time employee’s position in the District shall take precedence over any type of outside work or self-employment. Employees are free to carry on individual work or self-employment projects as long as no District facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self employment does not interfere with the employees’ performance of District assigned duties.

In addition, an employee may not perform any duties related to outside work or self-employment during regular District working hours or during the additional time that is needed to fulfill the responsibilities of the District position. Employees who violate this policy are subject to reprimand, suspension, or termination.

Except by prior written authorization from the Superintendent School buildings are not to be used for private tutoring or classes for which students pay a fee to a staff member unless a rental contract has been entered into with the District.



LEGAL REFERENCE:

ADOPTED: 12/8/08

AMENDED:

Pay for Performance

The District shall have in place a plan for “Pay for Performance” provisions of compensation as such is addressed in Section 33-1004I, Idaho Code and any related provision of the Idaho Administrative Procedures Act, as such may change from time to time.

This plan as such relates to local shares for student achievement growth and excellence shall be developed in consultation with certificated employees of the District. The local share awards identified in any plan presented for Board approval shall be based upon one or more of the criteria specifically enumerated by the Idaho Legislature.

Legal Reference: I.C. § 33-1004I

Pay for Performance

Policy History:

Adopted on: 3/12/2012

Revised on:

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The Board of Education as a result of professional negotiations shall establish a supplementary salary schedule for special assignments carried on outside of regular hours.

The supplementary schedule shall be reviewed as necessary.



LEGAL REFERENCE:

Idaho Code Sections 33-1271

Master HEA Agreement

ADOPTED: 9/19/77

AMENDED:

When the Board of Trustees has sent a proposed contract for the next ensuing year to a professional employee, such person shall have a period of time to be determined by the Board of Trustees in its discretion, but in no event less than ten (10) days from the date the contract is delivered in which to sign the contract and return it to the board. Delivery of a contract may be made only in person or by certified mail, returned receipt requested. When delivery is made in person, delivery of the contract must be acknowledged by a signed receipt. Should a person willfully refuse to acknowledge receipt of the contract or the contract is not signed and returned to the Board in the designated period of time, the Board may declare the position vacant.



LEGAL REFERENCE:

Idaho Code Sections 33-513

ADOPTED: 9/19/77

AMENDED: 7/26/90

Whenever an employee is absent, a substitute will be hired if one is available unless deemed unnecessary by the principal. Substitute employees are always employed and paid by the school district, through the superintendent, never by the employee who is absent.

Substitute teachers shall be required to assume the daily schedule and the normal duties of the regular teacher. They will be expected to correct papers and to report to the teacher on the work covered while they are employed.

Pay for substitutes shall be set by the board.



LEGAL REFERENCE:

Board Action

ADOPTED: 2/8/93

AMENDED:

Group health, dental, life and accident insurance may be paid by the district. The school district shall contribute toward the amount of premium as agreed upon as a result of professional negotiations.

All other insurances may be deducted from the salaries of personnel members, providing that the company will be required to obtain five (5) policies before payroll deductions will be allowed. The company will have a 60 day period to enroll new members. The 60 day period will start the day the representative contacts the district office. No contact will employees will be made at the school buildings or during working hours. The companies must have approval from the district office prior to contacting any employees.



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

AMENDED: 2/8/93

In the event of employee absence due to illness which extends beyond the employee's accumulation of sick leave, the district payment of employee insurance premium shall cease 30 days following the use of the last day of sick leave. In such a case where district payment of insurance premium ceases, the employee shall become eligible for COBRA (Consolidated Minibus Budget Reduction Act) insurance benefits through the district's health insurance carrier and it self paid by that employee.



LEGAL REFERENCE:

Board Action

COBRA

ADOPTED: 2/8/93

AMENDED: 9/13/99

New companies requesting permission to enter the school district and sell Tax Sheltered Annuity Programs will be required to obtain five (5) policies before payroll deduction will be allowed. They will have a 60 day period in which to enroll the new members, starting the day the representative contracted the district office. No contact with the employees will be made at the school building during working hours. The company must be approved by the district office prior to contacting any employee.



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

AMENDED: 7/26/90

No annual physical examination for teaching is required. The Board recommends and encourages all teachers to have a yearly physical examination.



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

AMENDED: 2/9/87

It is the intent of the board of trustees of this district to promote an alcohol and drug-free workplace, thereby enhancing workplace safety and increased productivity. Chapter 17, Title 72, Idaho Code, allows employers, including school districts, to adopt policies to test employees or prospective employees for the presence of drugs or alcohol as a condition of hiring or continued employment, provided the testing requirements and procedures are in compliance with 42 U.S.C. 12101.

It is the policy of this district to require drug/alcohol testing of any employee reasonably suspected to be under the influence of illegal drugs and/or alcohol while on duty. Illegal drugs include any controlled substances as defined by Idaho Code Section 37-2701, any other substance which is used to alter or change the individual's mood, and anabolic steroids. Alcohol includes any alcoholic beverage as defined by Idaho Code Sections 23-105 and 23-1001.

REASONABLE SUSPICION TESTING

Whenever the superintendent or designee reasonably suspects that an employee's work performance or on-the-job behavior may have been affected in any way by the use of illegal drugs or alcohol or that an employee has otherwise violated the district's Employee Drug and Alcohol Use policy 403, the employee may be required to undergo drug and/or alcohol testing. The circumstances under which reasonable suspicion testing may be considered are strictly limited to employee conduct on duty or during work hours, on district property, or at district-approved or school-related functions.

Reasonable suspicion is defined as a good faith suspicion, based on objective facts, which is sufficient for a prudent person to conclude that the employee is using and/or appears to be presently under the influence of alcohol and/or drugs. Factors which may be considered in determining that a reasonable suspicion exists include, but are not limited to, the following:

1. Observed use, possession, or sale of illegal drugs/alcohol or the illegal use or sale of prescription drugs.
2. Marked decrease in work productivity, either in quantity or quality, not reasonably attributable to other causes.
3. Apparent impairment of psychomotor functions, reasoning, judgment or concentration not reasonably attributable to other causes.
4. Erratic or marked changes in behavior not reasonably attributable to other causes.
5. Involvement in an accident or deviations from safe working practices, whether the incident involves actual or potential injury to person(s) or property.

The superintendent or designee may rely on report(s) from persons who report suspected drug or alcohol use by an employee if the individual is determined to be specifically

SECTION 300: STAFF PERSONNEL

reliable and has based such reports upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee.

REQUIREMENTS FOR SAMPLE COLLECTION AND TESTING

The superintendent or designee shall designate entities to provide the collection and testing services necessary to implement this policy. Prior to such designation, the entities must demonstrate a thorough understanding of, and compliance with, the testing requirements and procedures as set forth in 42 U.S.C. 12101.

The entity which collects the samples may be a medical facility or laboratory. A trained individual will explain the drug and/or alcohol screening procedure to the employee, obtain authorization for the testing, assist the employee in completing any necessary forms, and monitor the sample collection, documentation, and storage for transportation. All employees subject to testing are required to sign any documents necessary to authorize the testing and disclose information to the Medical Review Officer and the superintendent or designee. The collection site will notify the superintendent or designee if the employee refused to be tested, alters or attempts to alter the sample, or otherwise obstructs the collection of the sample.

The laboratory will be responsible for proper handling of samples and performing the required drug test, including, preparation for testing, chain of custody, security, privacy, integrity, and identify of specimen, specimen retention, and any necessary transportation to a laboratory, in accordance with applicable Federal Department of Transportation (DOT) Procedures for Transportation Workplace Testing Programs, 49 CFR, Part 40, which are incorporated herein by reference, and this policy. The laboratory must be a Substance Abuse and Mental Health Services Administration (SAMHSA) certified lab approved for DOT drug testing.

Further, the superintendent or designee is responsible for ensuring that all procedures for collection and testing comply with the following requirements:

1. The collection of samples shall be performed under reasonable and sanitary conditions;
2. The individual employed by the collection site or laboratory who is responsible for collecting the sample will be instructed as to the proper methods of collection;
3. Samples shall be collected and tested with due regard to the privacy of the individual being tested and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;
4. Sample collection shall be documented and the documentation procedure shall include: a) labeling of samples so as to reasonably preclude the possibility of misidentification of the person tested in relation to the test result provided; and

SECTION 300: STAFF PERSONNEL

- b) handling of samples in accordance with reasonable chain-of-custody and confidentiality procedures;
5. Sample collection, storage, and transportation to the testing laboratory shall be performed so as to reasonably preclude the possibility of sample contamination and/or adulteration;
 6. Sample testing shall conform to scientifically accepted analytical methods and procedures;
 7. Drug testing shall include a confirmatory test before the result of any test is used as a basis for disciplinary action by the district. A confirmatory test refers to the mandatory second or additional test of the same sample that is conducted by a laboratory utilizing a chromatographic technique such as gas chromatography-mass spectrometry or another comparable reliable analytical method;
 8. Positive alcohol tests resulting from the use of an initial screen saliva test must include a confirmatory test that utilizes a different testing methodology meant to demonstrate a higher degree of reliability, such as a gas chromatography test. The test will be considered positive if the BAC results are .04 or more.
 9. Positive alcohol tests resulting from the use of a breath test must include a confirmatory breath test conducted no earlier than fifteen (15) minutes after the initial test; or the use of any other confirmatory test meant to demonstrate a higher degree of reliability, such as a gas chromatography test. The test will be considered positive if the BAC results are .04 or more.

DESIGNATION OF MEDICAL REVIEW OFFICER

The superintendent or designee shall designate a Medical Review Officer (MRO). The MRO is responsible for reviewing the results of drug tests before they are reported to the superintendent; reviewing and interpreting each confirmed positive test to determine if there is an alternative medical explanation for the positive test; conducting interview(s) with the individual testing positive; reviewing the individual's medical history and available medical records to determine if the positive result was caused by legally prescribed medication; requiring a retest of the original specimen if the MRO deems it necessary; and verifying that the laboratory report and the specimen are correct. The MRO is expected to follow the Medical Review Officer Manual published by the U.S. Department of Health and Human Services for tests conducted under this Policy.

If the MRO determines that a particular test is scientifically insufficient or there is a legitimate medical explanation for the positive test other than the use of a prohibited drug, the MRO will conclude that the test is negative and will not take any further action. If the MRO determines that there is no legitimate explanation for the positive test other than the use of a prohibited drug, the MRO will communicate the test results as positive

to the superintendent or designee. All negative tests will also be communicated by the MRO to the superintendent or designee.

RIGHT TO EXPLAIN POSITIVE TEST RESULT AND REQUEST RETEST

Any employee who tests positive for drugs or alcohol must be given written notice of that test result, specifically identifying the substance for which he/she tested positive. The employee must be given an opportunity to discuss and explain the positive test result with a medical review officer.

Any employee who has a positive test result may request that the same sample be retested by a mutually agreed upon laboratory. A request for retest must be made within seven (7) working days from the date of the first confirmed positive test notification and will be paid for by the employee requesting the test. If the retest results are negative, the district will reimburse the cost of the retest and compensate the employee for lost pay, if suspended without pay. If terminated solely because of the positive test, the employee shall be reinstated with back pay.

VIOLATIONS OF THIS POLICY

An employee is in violation of this policy, and will be subject to disciplinary actions, under the following circumstances:

1. The employee tests positive for illegal drugs, and the positive test is confirmed;
2. The employee tests positive for alcohol, as indicated by a test result of not less than .04 blood alcohol content (BAC), and the positive test is confirmed;
3. The employee refuses to provide a sample for testing;
4. The employee alters or attempts to alter a test sample by adding a foreign substance for the purpose of making the sample more difficult to analyze;
5. The employee submits a sample that is not his or her own; or
6. The employee otherwise attempts to obstruct the testing process.

DISCIPLINARY OR REHABILITATIVE ACTIONS

If the district determines that an employee has violated this policy, the district may take disciplinary action, up to and including, suspension and/or discharge from employment. The district is not precluded from entering into an agreement with the employee wherein the employee is required to successfully participate in a district-approved rehabilitation, treatment, or counseling program, as a condition of continued employment. The fact that an employee has been referred for assistance and his/her willingness to enroll in a

rehabilitation program are appropriate considerations as to what, if any, personnel action will be taken.

For employees enrolled in a formal treatment/rehabilitation program, the district may grant sick and personal leave until the same are exhausted and then may grant leave without pay for a period not to exceed one (1) year. The district will not pay the cost of medical or rehabilitation services for the employee. Such costs are the sole responsibility of the employee and/or the employee's insurance provider.

NOTIFICATION OF POLICY

The district shall provide a copy of this policy to each employee upon its adoption, and to future employees at the time of hire. Employees will be required to sign a statement acknowledging receipt of the policy. Additionally, a copy of the policy shall be available for review at the district office.

CONFIDENTIALITY

The district, laboratory, MRO, employee assistance program, drug or alcohol rehabilitation program, and their agents, who receive or have access to information concerning an employee's drug/alcohol test results shall keep the information confidential. Such information includes, but is not limited to, interviews, reports, statements, memoranda, or test results, written or otherwise.

Such information shall be used only for the purposes of maintaining a drug-free workplace, in a proceeding related to any disciplinary action taken by the district as a result of the drug/alcohol test, any other dispute between the district and the employee, as required to be disclosed by the United States department of transportation law or regulation or other federal law, or as required by service of legal process. The district will not provide information regarding drug/alcohol testing to prospective employers without the written consent of the employee.

All personnel records and information regarding referral, evaluation, substance screen results, and treatment will be maintained in a confidential manner. Only information pertaining to an employee testing positive will be placed in an employee's personnel file.

Records showing an employee tested negative will be kept for at least one (1) year. Records showing that an employee tested positive, including the reason for the test, identification of the substance(s) used by the employee, and the disposition of each employee will be kept for at least five (5) years. Such records will be kept confidential and will not be considered part of an employee's personnel records.

TESTING COSTS

The district will pay all costs of drug and alcohol testing, unless the test is a retest requested by the employee. If the retest establishes a negative test result, the district will reimburse the employee for the cost of such test.

District employees will be compensated at their regular rate of pay for the time during which they are undergoing any drug or alcohol testing, including transportation time.

UNEMPLOYMENT CLAIMS

If an employee is found to have violated this policy and is, therefore, terminated from employment and subsequently applies for unemployment benefits, the district will provide the following information to the Department of Commerce and Labor:

1. The statement signed by employee indicating receipt of this policy.
2. A statement signed by the individual administering the test, certifying compliance with the provisions of this policy, the requirements of Idaho Code Sections 72-1701, et seq. The statement will also certify that the results of the test administered to the employee exceeded the threshold stated in the policy requirements for a positive test regarding alcohol (not less than .04 blood alcohol content (BAC)) or the presence of a prohibited drug as defined in this policy.
3. A statement signed by an administrator, specifying whether the test was administered as a random test or as a result of reasonable suspicion.
4. In the event the violation of this policy is based on misconduct other than testing positive (i.e., altering or attempting to alter a test sample), a statement signed by the administrator or other knowledgeable individual, specifying the nature of the violation of the policy and the evidence in support thereof.
5. A statement signed by the employee indicating receipt of the testing results.

SCHOOL BUS DRIVERS

Testing of school bus drivers employed by the district's bus contractor is shall be addressed in the master transportation contract with the bus company.



LEGAL REFERENCE:

Idaho Code Sections 72-1701, et seq., 37-2701, 23-105, 23-1001
42 U.S.C. 12101, 49 CFR, Part 40

ADOPTED: 11/13/06

AMENDED:

RESIGNATION

A certificated employee must notify the superintendent in writing as soon as possible, in no case later than June 1, if he or she intends to resign and not continue his or her employment with the school district for the next school year.

RELEASE FROM CONTRACT

A certificated employee wishing to be released from his or her contract after the contract has been signed by the board chairman, must notify the superintendent in writing, specifying the reasons for the request.

The board may, in its discretion, vote to grant or deny the employee's requested release. In reviewing the request, the board may require additional information from the employee regarding the reasons for the request. In arriving at its decision, the board will consider such factors as:

1. The timeliness of the request;
2. The reasons given for the request;
3. The difficulties that the board anticipates in hiring a qualified teacher to replace the employee; and
4. The extent to which granting or denying the requested release from the contract will impact the district's operations and educational program.

Should any certificated employee vacate his or her position without specific release by the board, the board may file a complaint with the Professional Standards Commission alleging unethical conduct pertaining to the breach of the teaching contract.



LEGAL REFERENCE:

Code of Ethics of the Idaho Teaching Profession

Idaho Code Sections

33-515

33-1208

33-1209

ADOPTED: 9/19/77

AMENDED: 1/21/81, 1/9/84, 2/8/93, 7/21/08

The Board shall have the power to suspend, place on probation, or discharge certified professional personnel for a material violation of any lawful rules or regulations of the Board of Trustees or of the State Board of Education, or for any conduct which could constitute grounds for revocation of a teaching certificate. For any discharge during a contract period or any termination of a renewable contract, the procedure outlined in the Idaho Code must be followed.

The Board of Trustees, through its designee, shall, within ten (10) days of the date the employment is severed, report to the chief officer of the State Department of Education teacher certification division the circumstances and the name of any educator who is dismissed, resigns or is otherwise severed from employment for reason that could constitute grounds for revocation, suspension or denial of a certificate.

Any person providing a report under the provisions of this section shall have immunity from any liability, civil or criminal, that may otherwise be incurred or imposed. Any such person shall have the same immunity with respect to participation in any administrative or judicial proceeding resulting from such report. Any person, who reports in bad faith or with malice, shall not be protected by the provisions of this section.



LEGAL REFERENCE:

Idaho Code Sections 33-513, 33-515

ADOPTED: 9/19/77

AMENDED: 2/8/93

The following events and circumstances create a right allowing the specified employees to request an Informal Review for the Board's decision to not reemploy or reissue an employment contract:

- 1) Non-reemployment of Category B Contract teachers; and
- 2) An administrative employee reassignment; and
- 3) Non-reissuance of Supplemental Extra-Day Contracts for Category B teachers.

The parameters for the Informal Review will be determined by the Board.

The request for an Informal Review must be in writing and include a statement explaining the reasoning for disagreement with the Board's decision. The statement must not exceed to two pages.

The district will use the following procedure:

- 1) The employee must request, in writing, an Informal Review within seven (7) days of the date notice of the events creating a right to Informal Review, discussed above is mailed or hand delivered to the employee. The request must be submitted to the Board Clerk. Failure to request Informal Review within seven (7) days will result in the employee waiving the right to an Informal Review.
- 2) The employee will be given an opportunity to meet with the Board in executive session within seven (7) days of the date that the request for Informal Review is submitted to the Board, or alternately, at the next regularly scheduled Board meeting, as determined by the Board. At the option of the Board, the employee may be permitted to provide the Board with documentation in support of the employee's position. The Board, in its discretion, may limit the amount of time allotted for presentation of any additional information by the employee during the Informal Review.
- 3) The Administration shall have the right to be present during the Informal Review and may respond to the employee's presentation and/or respond to any inquiries by the Board.
- 4) The Board shall make a decision to uphold the earlier employment decision, or make some other decision regarding the issue(s) raised during the executive session. Such decision must be made by the Board in open session, identifying the employee by number or letter (i.e.: "Subsequent to the Informal Review, the Board upholds the prior employment decision regarding employee "A").
- 5) The Board may notify the employee, in writing, of its final decision in the matter within fifteen (15) days of the date of the Informal Review.

The employee does not have the right to be represented by an attorney or a representative of the state teachers' association, present evidence other than that detailed above and present and/or cross-examine witnesses unless specifically agreed to by the Board. The Board may elect to ask questions of the employee or administrator present at the Informal Review, but this does not confer upon the employee the right to ask questions of the Board.



Legal Reference	I.C. § 33-514	Issuance of Annual Contract
	I.C. § 33-515	Issuance of Renewable Contracts
	I.C. § 33-515A	Supplemental Contracts

ADOPTED: 12/14/09

AMENDED: 3/12/2012

Certified employees shall be granted sick leave in accordance with the current collective bargaining agreement. Classified employees shall be granted sick leave and other leaves in accordance with State law. The District, may in its discretion, require proof of illness when deemed appropriate, including but not limited to abuse of sick leave or false claims of illness.

Compensation shall not be provided for unused sick leave.

Each regularly employed staff working four hours or more per day shall be entitled to sick leave with full pay up to ten (10) days each year. When the effective date of appointment of a teacher is before the beginning of the second semester of any year, he/she will be given credit for the full annual sick leave allowance. When the effective date of appointment of a teacher is on or after the beginning of the second semester, the teacher will be given credit for five (5) days sick leave allowance. Teachers on extended contracts will also be allowed an additional one (1) day per month to a maximum of twelve (12) days. Unused sick leave will accumulated from year to year with an unlimited cap of days. Upon retirement, an employee's accumulated unused sick leave must be reported by the District to the public employee retirement system.

Professional employees will be allowed to use of to six (6) days of sick leave during any one (1) school year when such absence is due to illness in the individual's immediate family living within the home, subject to the approval of the Superintendent.

Up to four (4) days of sick leave may be used during any one (1) school year when such absence is due to serious illness of the individual's family: father, mother, brother, sister, or foster parent. The Superintendent may extend the definition upon application for such extension in unusual cases.

In the event of absence of a teacher for illness or accident in excess of three (3) days, the Board may require an examination by a physician.

It is understood that seniority shall accumulate while a teacher or employee is utilizing accumulated sick leave credits. Seniority will not accumulate unless an employee is in a paid status.

An employee who is pregnant will be entitled to leave of absence without pay for up to one (1) year to begin any time after commencement of her pregnancy. Said employee will notify the appropriate administrator in writing of the intention to take such leave and, except in case of emergency, will give notice at least sixty (60) days prior to the date on which her leave is to begin.



LEGAL REFERENCE:

Idaho Code Sections 33-1216, Master HEA Agreement

ADOPTED: 9/19/77

AMENDED: 1/12/81, 2/12/90, 2/8/03, 12/13/99

SECTION 300: STAFF PERSONNEL

In accordance with the provisions of the Family Medical Leave Act of 1993, a leave of absence of up to twelve (12) weeks during a twelve-(12)-month period may be granted to an eligible employee for the following reasons: 1) the birth of a child; 2) the placement of a child for adoption or foster care with the employee; 3) because of a serious health condition that makes the employee unable to perform the functions of the job; 4) to care for the employee's spouse, child, or parent with a serious health condition; or 5) for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty status, or has been notified of an impending call to active duty status, in the Armed Forces.

An employee is eligible to take FMLA leave if the employee has been employed for at least twelve (12) months, and has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately prior to the date when the leave is requested. Further, an employee may only be eligible if there have been at least fifty (50) District employees within a seventy-five (75) mile radius.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty six (26) weeks of leave in a single twelve (12) month period to care for the service members.

Employees will (not) be required to use appropriate paid leave while on FMLA Leave. Workers Compensation absences will (not) be designated FMLA Leave.

The Board has determined that the twelve-(12)-month period during which an employee may take FMLA leave is: July 1 to June 30 or other specific dates;

Medical certification shall be required to determine FMLA initial or continued eligibility as well as fitness for duty.

NOTE: The FMLA applies to all School Districts as they are public agencies, and therefore covered employees under the act. However, depending on the size of the District, District employees may not be eligible employees. This policy applies to school districts with fifty (50) or more employees. Those districts with less than fifty (50) employees must comply with notice and record retention but are not obligated to provide the leave as a benefit of any employee's employment.



LEGAL REFERENCE:

Family and Medical Leave Act of 1993, 29 USC 2654 , 29 CFR 825, 29 USC 2601, et seq. National Defense Authorization Act for FY 2008 (NDAA), Pub. L. 110-181.

Idaho Code Section 33-1216

ADOPTED: 11/13/06

AMENDED: 11/17/08, 12/14/09

In accordance with the provisions of the Family Medical Leave Act of 1993, a leave of absence of up to twelve (12) weeks during a twelve-(12)-month period may be granted to an eligible employee for the following reasons: 1) the birth of a child; 2) the placement of a child for adoption or foster care; 3) because of a serious health condition that makes the employee unable to perform the functions of the job; 4) to care for the employee's spouse, child or parent with a serious health condition; or 5) for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty status, or has been notified of an impending call to active duty status, in support of a contingency operation.

An employee is eligible to take FMLA leave if the employee has been employed for at least twelve (12) months, and has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately prior to the date when the leave is requested and if there have been at least fifty (50) District employees within seventy-five (75) miles for each working day during twenty (20) or more workweeks in the current or preceding calendar year.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty six (26) weeks of leave in a single twelve (12) month period to care for the service members.

Employees will (not) be required to use appropriate paid leave while on FMLA Leave. Workers Compensation absences will (not) be designated FMLA Leave.

The Board has determined that the twelve-(12)-month period during which an employee may take FMLA leave is: July 1 to June 30 or other specific dates;

Medical certification shall be required to determine FMLA initial or continued eligibility as well as fitness for duty.

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LEGAL REFERENCE:

Family and Medical Leave Act of 1993, 29 USC 2654 , 29 CFR 825, 29 USC 2601, et seq. National Defense Authorization Act for FY 2008 (NDAA), Pub. L. 110-181.

Idaho Code Section 33-1216

ADOPTED: 11/13/06

AMENDED: 11/17/08, 12/14/09, 3/12/2012

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

Fact Sheet No. ESA 93-

The Family and Medical Leave Act of 1993 (FMLA) was enacted on February 5, 1993.

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; or,
- to take medical leave when the employee is unable to work because of a serious health condition.

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.

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.

1. "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.

2. 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

3. 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 recertifications (at the employer's expense); and, periodic reports during FMLA leave regarding the employee's status and intent to return to work.

4. 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.

5. 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

6. 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, 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.

7. 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.

Who Is Eligible - Employees are eligible if they have worked for the District for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months, and if there are at least fifty (50) District employees within a seventy-five (75) mile radius.

Benefit—Under certain conditions, eligible employees, if qualified, may be entitled to up to twelve (12) weeks leave with continuing participation in the District’s group insurance plan. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty six (26) weeks of leave in a single twelve (12) month period to care for the service members.

Reasons for Taking Leave—Unpaid leave will be granted to eligible employees for any of the following reasons:

- a) to care for the employee’s child after birth, or placement of a child for adoption or foster care with the employee; or
- b) to care for the employee’s spouse, child, or parent (does not include parents in-law) who has a serious health condition; or
- c) for a serious health condition that makes the employee unable to perform the employee’s job; or
- d) for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty status, or has been notified of an impending call to active duty status, in support of a contingency operation.

Substitution of Paid Leave—Paid leave will be substituted for unpaid leave under the following circumstances:

- a) Accumulated sick/personal leave will be utilized concurrently with any FMLA leave that is taken for a serious health reason as described in (b) or (c) above.
- b) Accumulated vacation/personal leave will be utilized concurrently with any FMLA leave that is taken for a family reason as described in (a) above.
- c) Accumulated sick leave will be utilized concurrently with FMLA leave whenever the FMLA leave is taken for reasons which qualify for sick leave benefits pursuant to District policy.
- d) Whenever appropriate workers’ compensation absences shall be designated FMLA leave.

When Spouses Are District Employees—If spouses are employed by the District, they each are entitled to a total of twelve (12) weeks of leave per year. However, where the reason for the leave is for birth of a child, or because of adoption or foster care, or to care for a sick parent, such leave may be limited to an aggregate of 12 weeks, between the spouse/employees.

Advance Notice—Employees must provide thirty (30) days advance notice when the leave is foreseeable. In other situations an employee must give notice as soon as practicable. Leave

may be allowed in emergency situations when no advance warning is possible. Inexcusable delays in notifying the District may result in the delay or denial of leave.

Requests—A sick leave request form is to be completed whenever an employee is absent from work for more than three (3) days or when an employee has need to be absent from work for continuing treatment by (or under the supervision of) a health care provider.

Medical Certification—The District will require medical certification to support a request for leave or any other absence because of a serious health condition (at employee expense), and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work statement.

Intermittent/Reduced Leave—FMLA leave may be taken “intermittently or on a reduced leave schedule” under certain circumstances. Where leave is taken because of birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only with the approval of the District. Where FMLA leave is taken to care for a sick family member or for an employee's own serious health condition, leave may be taken intermittently or on a reduced leave schedule when medically necessary. An employee may be reassigned to accommodate intermittent or reduced leave. When an employee takes intermittent leave or leave on a reduced leave schedule, increments will be limited to the shortest period of time that the District's payroll system uses to account for absences or use of leave.

Insurance—An employee out on FMLA leave is entitled to continued participation in the appropriate group health plan, but it is incumbent upon the employee to continue paying the portion of the premiums the employee usually pays throughout the leave period. An employee's eligibility to maintain health insurance coverage will lapse if the premium payment is more than thirty (30) days late. The District will mail notice of delinquency at least fifteen (15) days before coverage will cease.

Return—Upon return from FMLA leave, reasonable effort shall be made to place the employee in the original or equivalent position with equivalent pay, benefits, and other employment terms.

Record Keeping—Employees, supervisors and building administrators will forward requests, forms and other material to payroll to facilitate proper record keeping.

Summer Vacation—The period during the summer vacation or other scheduled breaks (i.e., Christmas) an employee would not have been required to work will not count against that employee's FMLA leave entitlement.

SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

Leave more than Five (5) Weeks Before End of Term – If an instructional employee begins FMLA leave more than five (5) weeks before the end of term, the District may require the employee to continue taking leave until the end of a semester term if:

- a) The leave is at least three (3) weeks: and
- b) The employee’s return would take place during the last three (3) week period of the semester term.

Leave Less Than Three (3) Weeks Before End of Term—If an instructional employee begins FMLA leave for a purpose other than that employee’s own serious health condition less than three (3) weeks before the end of term, the District may require the employee to continue taking leave until the end of the academic term if the leave is longer than five (5) days.

Intermittent or Reduced Leave – under certain conditions, an instructional employee needing intermittent or reduced leave for more than twenty percent (20%) of the total working days over the leave period may be required by the district to:

- a) Take leave for a period(s) of particular duration not to exceed the duration of treatment; or
- b) Transfer to an alternate but equivalent position.

LEGAL REFERENCE:

Family and Medical Leave Act of 1993, 29 USC 2654 , 29 CFR 825, 29 USC 2601, et seq.
National Defense Authorization Act for FY 2008 (NDAA), Pub. L. 110-181.
Idaho Code Section 33-1216

ADOPTED: 12/14/09

AMENDED: 3/12/2012

Pregnancy will be treated as any other disability under the provisions of 300.22 with the exception of time for recuperation.

Employees will be allowed a maximum of four weeks for recuperation after the birth of a child. Time needed beyond four weeks will be allowed only by certification by a doctor.

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LEGAL REFERENCE:

Board Action

ADOPTED: 9/17/99

AMENDED:

Additional days of sick leave will be granted to employees who meet the requirements established under the District/HEA agreed upon sick leave bank.

Requests for additional days under the sick leave bank provisions must be forwarded to the Superintendent for approval by the HEA president or his/her designee.

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LEGAL REFERENCE:

Master HEA Agreement

ADOPTED: 2/8/93

AMENDED:

If the Principal or Superintendent finds that the employee has violated or misused this sick leave, the principal may require the employee to provide a signed statement attesting to his illness from a licensed physician for any subsequent absences. The employee will be notified of this requirement, along with the reasons for such a decision. A copy of this notification will be sent to the Association. This requirement will remain in effect until the end of the school year or until revoked by the principal, whichever is the shorter period.

In the event that it can be shown that an employee violated or misused this sick leave policy or misrepresented any statement or condition under this policy, he may be subject to a reprimand and/or forfeiture of pay for the day or days absent.



LEGAL REFERENCE:

Master HEA Agreement

ADOPTED: 9/19/77

AMENDED: 7/26/90, 12/13/99

Personal leave shall be available to employees who work at least four (4) hours or more per day or twenty hours per week on a regular schedule for hardship or other pressing needs and will be granted in situations which require absence during the school hours for the purpose of transacting or attending to personal needs or family matters. Personal leave will be granted to employees at four (4) days per year. Those days will be prorated according to hours worked for employees who work part time but more than twenty hours per week as identified above.

Personal leave may be accumulated up to ten (10) days per employee. Once an employee has accumulated up to ten (10) days he or she may use those days, at the discretion of the administration in one year. No more than three (3) days per year may be turned in for cash refund, at the rate of the current certified substitute teacher pay to the district. At retirement, only three (3) days of the current year may be cashed in. Payment will be made in the June pay check.



LEGAL REFERENCE:

HEA Master Agreement

ADOPTED: 9/19/77

AMENDED: 12/13/99, 1/12/2009

Employees will, with approval of the Superintendent, be allowed five (5) days per year with full pay when such absence is due to a death in the immediate family.

Immediate family shall be defined as the employee's spouse, children, parents, siblings' grandchildren, and Mother and Father-in-laws.

Other leave for bereavement beyond the definition of immediate family can be approved by the superintendent on a case by case basis.

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LEGAL REFERENCE:

Master HEA Agreement

ADOPTED: 9/19/77

AMENDED: 1/12/81, 2/12/90, 1/12/2009

Upon approval of the superintendent, employees may be granted leave without loss of pay and a substitute provided for the following purposes: attendance at professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization, interschool or intraschool visitation, or other activities deemed appropriate by the district. Requests for such leave shall be made to the superintendent at least five (5) working days in advance of the date of the leave. The employee may be reimbursed for transportation and other reasonable and necessary expenses upon proper claim and verification.

Travel allowance will not be granted for delegates to the Delegate Assembly of the Idaho Education Association or for any activity of the I.E.A. or H.E.A. It will also not be granted to any teachers for any workshop concerning collective bargaining or negotiations.

It is intended that professional leave be limited to two (2) days, other than attendance at such meetings as might be assigned by the district.



LEGAL REFERENCE:

Master HEA Agreement

ADOPTED: 9/19/77

AMENDED: 2/12/90, 7/26/90, 2/8/93

Employees who must appear in legal proceedings connected with their employment with the district may be absent without loss of pay for that cause, except that in legal proceedings resulting from teachers being on strike against the district. In that case 1/190 of the teacher's yearly pay shall be forfeited.

If employees are summoned to service on juries, they shall not suffer loss of compensation as a result of serving. The total amount of compensation received from the school district shall be the regular salary less the amount received from the courts.

Any other court appearance during working hours shall result in the loss of wages, unless the absence is approved by the Superintendent.



LEGAL REFERENCE:

Board Action, Master HEA Agreement

ADOPTED: 9/19/77

AMENDED: 2/12/90

Professional employees who have attained tenure may request extended leaves of absence for one (1) year without pay under any one of the circumstances listed in this section. All requests for such extended leave of absence will be applied for and granted or rejected in writing. Such application will be reviewed by the Principal and Superintendent. If the latter approves, they will recommend that the leave be granted by the Board. An employee returning from an extended leave will be assigned to the same position as that which he held before assuming the leave, providing that position still exists. By mutual agreement between the employer and the employee, they may be given a different assignment.

Extended leaves of absence may be requested under, but not limited to the following:

1. To serve in a county, state, or national public office,
2. To care for a sick member of the immediate family,
3. To serve as an exchange teacher or an overseas teacher, or
4. To accept a sabbatical leave.



LEGAL REFERENCE:

Board Action, Master HEA Agreement

ADOPTED: 9/19/77

AMENDED: 1/12/81

Occasionally, an employee may find it necessary to be absent for reasons not addressed by the Board's adopted policy. Employees will not be paid for days they do not work, except as covered by policy. In making deductions for a day not covered by sick leave policy, one day's salary will be deducted for each day of absence.



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/88

AMENDED: 2/8/90, 7/26/90

The Board hereby delegates to the Superintendent and any designee of the Superintendent the Board's authority to place a certificated employee on a period of paid administrative leave/ paid suspension if the Superintendent/designee believes that such action is in the best interest of the District.

Should this authority be exercised and any certificated employee placed onto a period of paid administrative leave or suspension, this action shall be presented to the Board within twenty-one (21) days of taking such action, whether at the next regularly scheduled Board meeting or a special meeting.

At the time the Board is presented with the action they shall either ratify or nullify the act of placing the certificated employee onto a period of paid leave or suspension. The Board may continue the period of administrative leave or suspension at the time the Board takes action.

Further, **only** in the circumstance where an employee of the District is in a position where a court order exists preventing the employee from being in the presence of minors or students, and thus unable to perform the essential functions of their job, the Board may place such employee onto a period of unpaid leave of absence.



LEGAL REFERENCE:

Idaho Code Sections 33-513

ADOPTED: 1/14/08

AMENDED: 3/12/2012

Teachers will be available to the pupils before school in the morning and after school in the evenings. Teachers will be in their classrooms at least thirty (30) minutes prior to the beginning of the school day and are to remain in their classrooms at least thirty (30) minutes after school each day, unless excused by the building principal.



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

AMENDED:

The Board considers that the school system has proprietary rights to publications, instructional materials and devices prepared by employees during their paid work time. However, the Board also recognizes the importance of encouraging its professionals' writing, research and other creative endeavors.

When original materials are developed by employees or staff committees during work hours, or as part of regular or special assignments for which they are paid, the school system will have sole rights in matters of publication or reproduction: however, identity of the employee(s) who created the materials will be clearly recognized and noted.

In situations where the proprietary rights to material is in doubt – as, for example, when original instructional materials have been developed partially during working hours or as part of a paid assignment, and partially during the staff member's own time – arrangements will be made for the appropriate assignment of rights and any profits.

However, a staff member may use his/her background of knowledge of programs and operations in professional writing of any type, without the Board claiming any rights to the materials or authority to approve them prior to publication, except that articles purporting to represent school system policy will be cleared by the Superintendent who may, if the subject warrants, seek Board approval before they are released.



LEGAL REFERENCE:

ADOPTED: 5/10/10

AMENDED:

No teacher, during the regular school year, may tutor a student at a cost to the student or parent. Private music lessons are not included under this policy.



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

AMENDED:

No teacher in the Highland School System will be allowed, during the regular school term, to solicit, sell, or collect monies for any personal gain, when such has to do with the business of the school.

School district employees are sometimes offered gifts as an incentive to purchase certain brands of supplies, etc. It is the policy of the District that such gifts are not to be accepted. If incentive gifts, prizes, etc. are received, they are to be donated to the student body for raffle or auction prizes.

It is also the policy of the district that supplies, etc. are not to be taken home for personal use. This includes excess food from the kitchen. District equipment (ladders, scaffolds, etc.) may be borrowed with approval of the Superintendent/



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

AMENDED: 2/12/90

Highland School will maintain a system of accounting for all activity funds. A report of those funds shall be presented to the Board of Trustees at each meeting during the school year. Activity funds will be audited along with the district's books annually.

Any money raised in the name of Highland School Activities and any money collected by Highland students for activities must go through the Highland School accounting system. This policy is intended to include the purchase of items such as shoes or special team shirts that will be kept by the student as well as any fund raising activity.



LEGAL REFERENCE:

Board Action

Idaho Code Section 33-705

ADOPTED: 11/14/88

AMENDED: 2/8/93

Reviewed 11/8/99

It is the duty of the teacher to carry out the rules and regulations of the Board of Trustees in controlling and maintaining discipline, and a teacher shall have the power to adopt any rule or regulation to control and maintain discipline in, and otherwise govern, the classroom, not inconsistent with any statute or rule or regulation of the Board of Trustees.

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LEGAL REFERENCE:

Idaho Code Section 33-1224

ADOPTED: 9/19/77

REVIEWED: 11/8/99

Teachers have the right to instruct the class using the methods they deem best as long as it does not violate any statutes of the State or policy of the local Board. Teachers should inform the Principal before trying something new.

Teachers will have a voice in selecting teaching materials for their particular subject or area.



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

Reviewed 11/8/99

Teachers will be appointed to committees as instructed by the administration. They will be expected to carry out committee assignments to the best of their ability. At times, they may be given time off for work being done as approved by the administration.



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

Reviewed: 11/8/99

AMENDED: 7/26/90

Communications of an official character sent from the school to the parents or guardian must be referred to and approved by the Principal before they are sent home. Communications and notices of a personal nature should be sent to parents or guardians in sealed envelope. Where possible a personal interview is to be preferred to written communication.

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LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

Reviewed: 1/10/00

AMENDED: 7/26/90

Legal responsibilities of the teacher are to follow all rules and regulations as set forth by the Board of Trustees. It is the teacher's responsibility to keep his or her certificate in force as provided by the State Board of Education.



LEGAL REFERENCE:

Board Action, Idaho Code Section 33-513

ADOPTED: 9/19/77

Reviewed: 1/10/00

Teachers of the Highland School District are expected to conform to the Code of Ethics as adopted by the Professional Standards Commission for the State of Idaho. Re-Employment is contingent upon conformity. A copy of the code is available in the administrative office.



LEGAL REFERENCE:

Board Action

ADOPTED: 9/19/77

AMENDED: 7/26/90, 2/14/00

Evaluation of Certificated Personnel

The District has a firm commitment to performance evaluation of District personnel, whatever their category and level, through the medium of a formalized system. The primary purpose of such evaluation is to assist personnel in professional development and in achieving District goals. This policy applies to certificated personnel, but the District shall differentiate between non-instructional and pupil instructional personnel. The Superintendent is hereby directed to create procedures that differentiate between certificated non-instructional and certificated pupil instructional personnel in a way that aligns with the *Charlotte Danielson Framework for Teaching Second Edition* to the extent possible and aligns to the pupil staff's applicable national standards.

Each certificated staff member shall receive at least one (1) written evaluation to be completed by no later than June 1 for each annual contract year of employment and shall use multiple measures that are research based and aligned to the *Charlotte Danielson Framework for Teaching Second Edition* domains and components. The evaluation of certificated personnel shall annually include a minimum of two documented observations, one of which shall be completed prior to January 1st. In situations where certificated personnel are unavailable for two documented classroom observations, due to situations such as long-term illness, late year hire, etc., one documented classroom observation is acceptable.

Objectives

The formal performance evaluation system is designed to:

1. Maintain or improve each employee's job satisfaction and morale by letting him/her know that the supervisor is interested in his/her job progress and personal development.
2. Serve as a systematic guide for supervisors in planning each employee's further training.
3. Assure considered opinion of an employee's performance and focus maximum attention on achievement of assigned duties.
4. Assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized.
5. Assist in planning personnel moves and placements that will best utilize each employee's capabilities.
6. Provide an opportunity for each employee to discuss job problems and interests with his/her supervisor.
7. Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as wage adjustments, promotions, disciplinary action, and termination.

Responsibility

The **Superintendent**, or the Superintendent's designee, shall have the overall responsibility for the administration and monitoring of the Performance Evaluation Program and will ensure the fairness and efficiency of its execution, including:

1. Distributing proper evaluation forms in a timely manner.
2. Ensuring completed evaluation forms are returned for filing by a specified date.
3. Reviewing evaluations for completeness.
4. Identifying discrepancies.
5. Ensuring proper safeguard and filing of completed evaluations.
6. Creating and implementing a plan for ongoing training for evaluators and certificated personnel on the District's evaluation standards, forms, and processes and a plan for collecting and using data gathered from evaluations.
7. Creating a plan for ongoing review of the District's Performance Evaluation Program that includes stakeholder input from teachers, Board members, administrators, parents/guardians, and other interested parties.
8. Creating a procedure for remediation for employees that receive evaluations indicating that remediation would be an appropriate course of action.
9. Creating an individualized evaluation rating system for how evaluations will be used to identify proficiency and record growth over time with a minimum of three rankings used to differentiate performance of certificate holders including: unsatisfactory being equal to a rating of 1; basic being equal to a rating of 2; and proficient being equal to a rating of 3. A fourth rating of distinguished being equal to 4 may also be used.

The **Immediate Supervisor** (Evaluator) is the employee's "evaluator" and has the responsibility for:

1. Continuously observing and evaluating an employee's job performance including a minimum of two documented observations annually for certificated personnel, one of which shall be completed prior to January 1st of each year.
2. Holding periodic counseling sessions with each employee to discuss job performance.
3. Completing Performance Evaluation Forms as required.

The individuals assigned this responsibility shall have received training in conducting evaluations based on the statewide framework for evaluations within the immediate previous five years of conducting any evaluations.

Written Evaluation

A written summative evaluation will be completed for each certificated employee by June 1st. A copy will be given to the employee. The original will be retained by the Immediate Supervisor. The evaluation should be reviewed annually and revised as necessary to indicate any significant changes in duties or responsibilities. The evaluation is designed to increase planning and relate performance to assigned responsibilities through joint understanding between the evaluator and the employee as to the job description and major performance objectives.

The written evaluation will identify the sources of data used in conducting the evaluation. Aggregate data shall be considered as part of the District and individual school needs assessment in determining professional development offerings.

Evaluation Measures

Observations: Periodic classroom observations will be included in the evaluation process with a minimum of two documented observations annually for certificated personnel, one of which shall be completed prior to January 1st. In situations where certificated personnel are unavailable for two documented classroom observations, due to situations such as long-term illness, late year hire, etc., one documented classroom observation is acceptable.

Professional Practice: A majority of the evaluation of certificated personnel will be comprised of Professional Practice based on the *Charlotte Danielson Framework for Teaching Second Edition*. The evaluation will include at least one of the following as a measure to inform the Professional Practice portion: input received from parents/guardians, input received from students, and/or portfolios. The District has chosen input received from parents/guardians as its measure(s) to inform the Professional Practice portion.

Student Achievement: Instructional staff evaluation ratings must, in part, be based on measurable student achievement as defined in Section 33-1001, Idaho Code, applicable to the subjects and grade ranges taught by the instructional staff. All other certificated staff evaluations must include measurable student achievement or student success indicators as applicable to the position. This portion of the evaluation may be calculated using current and/or the immediate past year's data and may use one or both years' data. Growth in student achievement may be considered as an optional measure for all other school-based and District-based staff, as determined by the Board.

Charlotte Danielson Framework: The evaluation will be aligned with minimum State standards and based upon the *Charlotte Danielson Framework for Teaching Second Edition* and will include, at a minimum, the following general criteria upon which the Professional Practice portion will be based. Individual domain and component ratings must be determined based on a combination of professional practice and student achievement as specified above.

Individuals who hold a Professional or Advanced Professional Endorsement will be annually evaluated in at least two domains, including **Domain 2 or Domain 3**. Whether the District evaluates on only two domains or all domains is left to the discretion of the individual administrator and may be decided on a case-by-case basis for each employee. All other instructional or pupil service staff employees must be evaluated across all domains.

1. Planning and Preparation
 - a. Demonstrating Knowledge of Content and Pedagogy
 - b. Demonstrating Knowledge of Students
 - c. Setting Instructional Goals Outcomes
 - d. Demonstrating Knowledge of Resources
 - e. Designing Coherent Instruction
 - f. Designing Student Assessments

2. Classroom Learning Environment
 - a. Creating an Environment of Respect and Rapport
 - b. Establishing a Culture for Learning
 - c. Managing Classroom Procedures
 - d. Managing Student Behavior
 - e. Organizing Physical Space

3. Instruction and Use of Assessment
 - a. Communicating with Students
 - b. Using Questioning and Discussion Techniques
 - c. Engaging Students in Learning
 - d. Using Assessment in Instruction
 - e. Demonstrating Flexibility and Responsiveness

4. Professional Responsibilities
 - a. Reflecting on Teaching
 - b. Maintaining Accurate Records
 - c. Communicating with Families
 - d. Participating in a Professional Community
 - e. Growing and Developing Professionally
 - f. Showing Professionalism

Meeting with the Employee

Counseling Sessions: Counseling sessions between supervisors and employees may be scheduled periodically. During these sessions, an open dialogue should occur which allows the exchange of performance oriented information. The employee should be informed of how he/she has performed to date. If the employee is not meeting performance expectations, the employee should be informed of the steps necessary to improve performance to the desired level. Counseling sessions should include, but not be limited to, the following: job responsibilities, performance of duties, and attendance. A memorandum for record will be prepared following each counseling session and maintained by the supervisor.

Each evaluation shall include a meeting with the affected employee. At the scheduled meeting with the employee, the supervisor will:

1. Discuss the evaluation with the employee, emphasizing strong and weak points in job performance. Commend the employee for a job well done if applicable and discuss specific corrective action if warranted. Set mutual goals for the employee to reach before the next performance evaluation. Recommendations should specifically state methods to correct weaknesses and/or prepare the employee for future promotions.
2. Allow the employee to make any written comments he/she desires. Inform the employee that he/she may turn in a written rebuttal/appeal of any portion of the evaluation within seven (7) days and outline the process for rebuttal/appeal. Have the employee sign the evaluation form indicating that he/she has been given a copy and initial after supervisor's comments.

No earlier than seven (7) days following the meeting, if the supervisor has not received any written rebuttal, the supervisor will forward the original evaluation form in a sealed envelope, marked Personnel-Evaluation Form to the Superintendent, or the designee, for review. The supervisor will also retain a copy of the completed form.

Rebuttals/Appeal

If a staff member disagrees with the outcome of her/his evaluation, the staff member may request one or all of the following options to take place within 3 days of the observation:

- a. An additional evaluation completed by her/his administrator.
- b. A second evaluation completed by a different administrator. If the second evaluation is acceptable to the staff member, the second evaluation shall become the official evaluation.
- c. Peer assistance (chosen by the staff member) for a period of up to 4 (four) weeks followed by an additional evaluation done by the same administrator.

Additional requested evaluations will be added to the staff member's personnel file, yet do not replace or eliminate the original evaluation.

Action

Each evaluation will include identification of the actions, if any, available to the District as a result of the evaluation as well as the procedure(s) for implementing each action. Available actions include, but are not limited to, recommendations for renewal of employment, non-renewal of employment, probation, and others as determined. Should any action be taken as a result of an evaluation to not renew an individual's contract the District will comply with the requirements and procedures established by State law.

Records

Permanent records of each certificated personnel's evaluation and any properly submitted rebuttal/appeal documentation will be maintained in the employee's personnel file. All evaluation records, including rebuttal/appeal documentation, will be kept confidential within the parameters identified in State and federal law regarding the right to privacy.

Reporting

Any subsequent changes to the District's evaluation plan shall be resubmitted to the State Department of Education for approval. The District shall report the summative rankings, the number of components rated as unsatisfactory, whether a majority of the certificated personnel's students met their measurable student achievement or growth targets or student success indicators as well as what measures were used, and whether an individualized professional learning plan is in place for all certificated personnel evaluations, annually to the State Department of Education.

Principals

Principals are the chief administrators of their assigned schools. The primary responsibility of principals is to supervise the operation and management of their assigned schools. They shall be under the direct supervision of the Superintendent. The majority of the principals' time shall be spent on curriculum and staff development through formal and informal activities establishing clear lines of communication regarding the school rules, accomplishments, practices, and policies with parents, students, and teachers. Principals are responsible for management of their staff, maintenance of the facility and equipment, administration of the educational program, control of the students attending the school, management of the school's budget, and communication between the school and the community.

Evaluation of Principals

Each principal shall receive at least one written evaluation to be completed no later than June 1st for each annual contract year of employment. Each principal evaluation shall use multiple measures that are research based and aligned to the State minimum standards based on the Interstate School Leaders Licensure Consortium (ISLLC) standards and include proof of proficiency in conducting teacher evaluations using the State's adopted model, the *Charlotte Danielson Framework for Teaching Second Edition*.

The process of developing criteria and procedures for principal evaluations will allow

opportunities for input from stakeholders, including the Board, administrators, teachers, and parents/guardians.

Evaluation Objectives

The District's Principal Evaluation Program is designed to:

1. Maintain or improve each principal's job satisfaction and morale by letting him or her know that the Superintendent is interested in his or her job progress and personal development;
2. Serve as a systematic guide for planning each principal's further training and professional development;
3. Assure considered opinion of a principal's performance and focus maximum attention on achievement of assigned duties;
4. Assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized;
5. Assist in planning personnel moves and placements that will best utilize each principal's capabilities;
6. Provide an opportunity for each principal to discuss job problems and interests with the Superintendent; and
7. Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as wage adjustments, promotions, disciplinary action, and termination.

Responsibility

The Superintendent shall have the responsibility for administrating and monitoring the District's Principal Evaluation Program and will ensure the fairness and efficiency of its execution, including:

1. Creating and implementing a plan for ongoing training and professional development and the funding thereof for principals in the District's Performance Evaluation Program, including evaluation standards, forms, procedures, and processes and a plan for collecting and using data gathered from evaluation;
2. Creating a plan for ongoing review of the District's Principal Evaluation Program that includes stakeholder input from teachers, Board Members, administrators, parents/guardians, and other interested parties;
3. Creating a procedure for remediation for principals that receive evaluations indicating that remediation would be an appropriate course of action;

4. Creating an individualized evaluation rating system for how principal evaluations will be used to identify proficiency and record growth over time with a minimum of three rankings used to differentiate performance of principals including:
 - A. Unsatisfactory being equal to a rating of 1;
 - B. Basic being equal to a rating of 2; and
 - C. Proficient being equal to a rating of 3.

A fourth evaluation rating of Distinguished, being equal to “4,” may be used in addition to the three (3) minimum rankings at the discretion of the Board; and
5. Completing Principal Evaluation annually, ensuring proper safeguards, and filing completed evaluations.

The individuals assigned this responsibility shall have received training in administrator evaluations based on the statewide framework for evaluations.

Written Evaluation

A written summative evaluation will be completed for each principal by the Superintendent no later than June 1st for each annual contract year of employment. A copy will be given to the principal. The original will be retained by the Superintendent. The evaluation shall be reviewed annually and revised as necessary to indicate any significant changes in duties or responsibilities. The evaluation is designed to increase planning and relate performance to assigned responsibilities through joint understanding between the Superintendent and the principal as to the job description and major performance objectives.

The evaluation will identify the sources of data used in conducting the evaluation. Proficiency in conducting observations and evaluating effective teacher performance shall be included as one source of data.

Evaluation Measures and Criteria

Professional Practice: Principals must receive an evaluation in which a majority of the summative evaluation results are based on Professional Practice. All measures within the Professional Practice portion of the evaluation must be aligned at a minimum to the following Domains and Components based upon the Idaho Standards for Effective Principals.

Domain 1: School Climate: The principal promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional development. The principal articulates and promotes high expectations for teaching and learning while responding to diverse community interests and needs.

1. **School Culture:** The principal establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow’s careers and life endeavors;

2. **Communication:** The principal is proactive in communicating the vision and goals of the school or District, the plans for the future, and the successes and challenges to all stakeholders; and
3. **Advocacy:** The principal advocates for education, the District and school, teachers, parents, and students and engenders school support and involvement.

Domain 2: Collaborative Leadership: The principal promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment. In collaboration with others, he or she uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. The principal uses research and/or best practices in student achievement, instructional programs, and improving the education program.

1. **Shared Leadership:** The principal fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth;
2. **Priority Management:** The principal organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities;
3. **Transparency:** The principal seeks input from stakeholders and takes all perspectives into consideration when making decisions;
4. **Leadership Renewal:** The principal strives to continuously improve leadership skills through professional development, self-reflection, and utilization of input from others; and
5. **Accountability:** The principal establishes high standards for professional, legal, ethical, and fiscal accountability for self and others.

Domain 3: Instructional Leadership: The principal promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. The principal provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program.

1. **Innovation:** The principal seeks and implements innovative and effective solutions that comply with general and special education law;
2. **Instructional Vision:** The principal ensures that instruction is guided by a shared, research-based instructional vision that articulates what students do to effectively learn;
3. **High Expectations:** The principal sets high expectation for all students academically, behaviorally, and in all aspects of student well-being;
4. **Continuous Improvement of Instruction:** The principal has proof of proficiency in assessing teacher performance based upon the Charlotte Danielson Framework for Teaching Second Edition and aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision;

5. **Evaluation:** The principal uses teacher/principal evaluation and other formative feedback mechanisms to continuously improve teacher/principal effectiveness; and
6. **Recruitment and Retention:** The principal recruits and maintains a high quality staff.

The evaluation will also include at least one of the following as a measure to inform the Professional Practice portion:

1. Input received from parents or guardians;
2. Input received from students;
3. Input received from teachers; and/or
4. Portfolios.

The District has chosen input received from parents/guardians and portfolios as its measure(s) to inform the Professional Practice portion. The Board shall determine the manner and weight of parental input, student input, teacher input, and/or portfolios on the evaluation.

Student Achievement: Part of the evaluation must be based on multiple objective measures of growth in measurable student achievement as defined in Section 33-1001, Idaho Code. This portion of the evaluation may be calculated using current and/or the immediate past year's data and may use one or both years of data. Growth in student achievement may be considered as an optional measure for all other school-based and District-based administrators, as determined by the Board.

Proof of Proficiency in Teacher Evaluations

Proof of proficiency in evaluating teacher performance shall be required of all individuals assigned the responsibility for appraising, observing, or evaluating certificated personnel performance. The individuals assigned this responsibility shall have received training in administrator evaluations based on the statewide framework for evaluations.

Communicating Evaluation Results

Each evaluation shall include a meeting between the Superintendent and principal wherein the Superintendent will:

1. Discuss the evaluation with the principal, emphasizing strong and weak points in job performance. Commend the principal for a job well done if applicable and discuss specific corrective action if warranted. Recommendations should specifically state methods to correct weaknesses. Set mutual goals for the principal to reach before the next performance evaluation.
2. Allow the principal to make any written comments he or she desires. Inform the principal that he or she may turn in a written rebuttal/appeal of any portion of the evaluation within seven days and outline the process for rebuttal/appeal. Have the principal sign the evaluation indicating that he or she has been given a copy.

Rebuttal/Appeal

Within three days from the date of the evaluation meeting with the Superintendent the principal may file a written rebuttal/appeal of any portion of the evaluation. The written rebuttal/appeal shall state the specific content of the evaluation with which the principal disagrees, a statement of the reason(s) for disagreement, and the amendment to the evaluation requested.

If a written rebuttal/appeal is received by the Superintendent within seven days, the Superintendent shall provide the principal with a written response within ten working days either amending the evaluation as requested by the principal or stating the reason(s) why the Superintendent will not be amending the evaluation as requested.

If the Superintendent chooses to amend the evaluation as requested by the principal then the amended copy of the evaluation will be provided to, and signed by, the principal and retained in the principal's personnel file.

If the Superintendent chooses not to amend the evaluation as requested by the principal then the evaluation along with the written rebuttal/appeal, and the Superintendent's response, if any, will be retained in the principal's personnel file.

Action

Each evaluation will include identification of the actions, if any, available to the District as a result of the evaluation as well as the procedure(s) for implementing each action. Available actions include, but are not limited to, recommendations for renewal of employment, non-renewal of employment, probation, and others as determined. Should any action be taken as a result of an evaluation to not renew a principal's contract the District will comply with the requirements and procedures established by State law.

Records

Permanent records of each principal evaluation will be maintained in the principal's personnel file. All evaluation records, including rebuttal/appeal documentation, will be kept confidential within the parameters identified in State and federal law regarding the right to privacy.

Reporting

Any subsequent changes to the District's evaluation plan shall be resubmitted to the State Department of Education for approval. The District shall report the rankings of individual principal evaluations annually to the State Department of Education.



LEGAL REFERENCE:

Idaho Code Sections

33-514 - Issuance of Annual Contracts – Support programs – Categories of Contracts
– Optional Placement – Written Evaluation

33-515 - Issuance of Renewable Contracts

33-518 - Employee Personnel Files

33-1001 – Definitions

IDAPA 08.02.02.120 - Local District Evaluation Policy

IDAPA 08.02.02.121 - Local District Evaluation Policy – School Principal

ADOPTED: 9/17/77

AMENDED: 2/14/2000, 12/13/2010, 08/13/2012, 9/11/2017, 1/9/2023

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:

- 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 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

ADOPTED: 9/19/77
Reviewed 1/10/2000
AMENDED: 2/8/93, 4/9/2012

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 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
 - f. Whether or not the teacher is Highly Qualified in a course necessary for High School Graduation requirements
 - g. Whether or not the teacher is Highly Qualified in a course necessary for middle school advancement
 - h. Contribution and/or involvement in extra-curricular or co-curricular positions with students

- i. Compliance with Professional Standards and Conduct over the course of employment with the District
- j. 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 consideration 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 on an annual basis 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 Human Resources Department shall advance notice of the possible Reduction in Force to all teachers who may be released, based upon the number of teachers who may be released, in full or in part, 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 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 receiving a Teacher Profile believes that there is an error, the teacher shall notify the District's Administrative Office of their concern of an error, in writing, by the close of the school day on the fourth school 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 as to what due process, if any, the Board needs to implement for each individual personnel situation.
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 that need to be taken by the Board relating to applicable due process activities, if any.

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 on: 4/9/2012

Any employee may be re-assigned when it is considered by the Board of Trustees to be in the best interest of children attending the schools of Highland School District #305. Assignment or re-assignment of teachers will be based on their qualifications and certification and after consultation with the teacher and upon recommendation of the Superintendent.



LEGAL REFERENCE:

Board Action

ADOPTED: 6/7/78

Reviewed: 1/10/00

AMENDED: 2/8/96

1. Definitions

A. For the purpose of this Policy, these terms are defined as follows:

1. Alcohol -Any liquor, wine, beer or other beverage.
2. Alcoholism -A condition caused by the continued use of alcohol, lasting a considerable length of time and expected to limit the person's functional ability.
3. Chemical Dependency -A condition caused by the continued use of drugs, lasting a considerable length of time and expected to limit the person's functional ability.
4. Drugs -Any drug, including illegal drugs, marijuana, inhalants, legal prescription and over-the-counter drugs used or possessed or distributed for unauthorized purposes, and counterfeit (look alike) controlled substances.
5. Substance Abuse -The use of drugs or alcohol in violation of state or federal law or in violation of school policy.
6. Under the Influence -Can be measured by the employee's impaired job performance resulting from substance abuse and/or an alcohol level of the .10 on a positive urinalysis result.

The particular quantities of alcohol or drugs used to determine if one is "under the influence" should be established in consultation with appropriate medical authorities or the medical laboratory conducting the testing.

II. Drug or Alcohol Use or Possession

- A. The use, possession, or being under the influence of drugs or alcohol by anyone during the school day or on the school premises is absolutely prohibited. Violation of this rule by any employee will be cause for disciplinary action up to and including discharge.
- B. In order to enforce these rules, the Board reserves the right to carry out personal searches of individuals and their property upon a reasonable suspicion that this policy has been violated.
- C. Furthermore, the Board may, upon reasonable suspicion, require an employee to submit to certain tests designed to indicate the presence of drugs or alcohol in the employee's body fluids or breath.
- D. For those individuals employed in a position whereby there is a public safety interest insuring that the employee is not.. impaired by drug or alcohol use, the employee may be tested for evidence of drug or alcohol use upon any degree of suspicion by the Board.

III. Alcoholism and Chemical Dependency

- A. The Board, upon a finding that an employee is an alcoholic or is chemically dependent on any drug, will not discipline that employee for his use of drugs or alcohol unless such use has affected such employee's job performance.
- B. These rules in no way limit the Board's authority to discipline or discharge any employee who is an alcoholic or chemically dependent, where the employee's current use of alcohol or drugs affects the employee's qualifications for and performance of his job.

IV. Due Process

Any disciplinary action taken against an employee employed pursuant to a collective bargaining agreement for a violation of this policy will be subject to the grievance procedures set forth in the collective bargaining agreement. Any disciplinary action taken by the Board pursuant to this policy against an employee who is not employed pursuant to a collective bargaining agreement may be formally appealed to the Board within 10 days. An employee bringing such an appeal will have the opportunity to offer evidence and cross-examine the witnesses and may have an attorney present at the hearing.

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LEGAL REFERENCE:

Board Action
Idaho Code
Federal Law

ADOPTED: 9/11/89
Reviewed 1/10/2000
AMENDED: 7/26/90

It is the policy of Joint School District #305 that smoking or use of tobacco products in all district buildings, district vehicles, school buses and on school property is prohibited.

For the purpose of this policy, the term “tobacco products” shall include but is not limited to, cigarettes, cigars, snuff, smoking tobacco, smokeless tobacco, nicotine, electronic smoking devices, unapproved nicotine delivery devices, chemicals or devices that produce the same flavor or physical effect of nicotine substances; and any other smoking equipment, material or tobacco innovation.

The use of Federal Drug Administration (FDA) approved nicotine replacement therapy is permitted. However, students must have a medical provider’s prescription for the FDA approved nicotine replacement therapy, whether prescription or over-the-counter therapy and must follow applicable policies and law regarding use of medication by students.

Students and school personnel who violate this policy may be subject to sanctions including, but not limited to, referral to a smoking cessation program, intervention resources online, educational material on the risk of smoking tobacco products and for students, possible disciplinary actions as noted in the HJSD Policy Manual section 425.0 (Pupil and Pupil Personnel Services).



LEGAL REFERENCE:

Idaho Code Sections 33-5501, (refers to IDLA – short title)

Idaho Code Sections

18-5904

33-205

20-516

33-210

37-2732C

Drug-Free Schools and Communities Act of 1988

PL 100-690 and all subsequent amendments

Individuals with Disabilities Education Act

PL 94-142 and subsequent amendments

Section 504 of the 1973 Rehabilitation Act

Americans with Disabilities Act

ADOPTED: 2/8/93

Reviewed: 1/10/00

AMENDED: 12/8/97, 9/8/2014

Sexual Harassment/Sexual Intimidation in the Workplace

According to the Equal Employment Opportunity Commission, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, including unwanted touching, verbal comments, sexual name calling, gestures, jokes, profanity, and spreading of sexual rumors.

The District shall do everything in its power to provide employees an employment environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined and otherwise prohibited by state and federal law. In addition, Principals and Supervisors are expected to take appropriate steps to make all employees aware of the contents of this policy. A copy of this policy will be given to all employees.

District employees shall not make sexual advances or request sexual favors or engage in any conduct of a sexual nature when:

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

Sexual harassment prohibited by this policy includes verbal or physical conduct. The terms "intimidating", "hostile", or "offensive" include, but are not limited to, conduct which has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all of the circumstances.

Aggrieved persons who feel comfortable doing so, should directly inform the person engaging in sexually harassing conduct or communication, that such conduct or communication is offensive and must stop.

Employees who believe they may have been sexually harassed or intimidated should contact an administrator, who will assist them in filing a complaint. An individual with a complaint alleging a violation of this policy shall follow the Uniform Grievance Procedure.

Investigation. When an allegation of sexual harassment is made of any employee, the designated school officials will take immediate steps to: (1) Protect the grievant from further harassment; (2) Discuss the matter with and obtain a statement from the accused and his representative, if any; (3) Obtain signed statements of witnesses; (4) Prepare a report of the investigation.

Confidentiality. Due to the damage that could result to the career and reputation of any person falsely or in bad faith 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 minimize suspicion towards, the accused as well as the complainant. Only those persons responsible for investigating and enforcing this policy will have access to confidential communications. In addition, all persons involved are prohibited from discussing the matter with co-workers and/or other persons not directly involved in resolving the matter.

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action, up to and including discharge.

Legal Reference: Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), et seq., 29 C.F.R. § 1604.11

Title IX of Education Amendments, 20 U.S.C. §§ 1681, et seq.
I.C. § 67-5909 Acts Prohibited

ADOPTED: 2/8/93

Reviewed: 1/10/2000

REVISED: 4/9/2012

A Classified Employee Handbook for Highland School District #305 shall be developed and included to Series 300 of the policies of the school district. Material included in the Handbook shall be approved by the Board of Trustees prior to its inclusion in the policy manual of the district. Material so approved shall be recognized as Policy of the Highland School District.

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LEGAL REFERENCE:

Board Action

ADOPTED: 2/8/93

The superintendent or designee may authorize the use of electronic equipment, including, but not limited to, cell phones and laptop computers, owned or leased by the district by an employee. Such equipment will be supplied to employees for the sole purpose of enabling them to better perform their job responsibilities with the district.

Employees shall comply with this policy and any directives provided to them by supervisors regarding the use of the equipment. The equipment is not to be used by the employee for personal use, without knowledge of the supervisor.

Employees shall not use such equipment to engage in any work that is not related to his/her employment with the district, engage in any illegal activities, or violate any district policy.

The employee is responsible for the safeguarding the district's equipment while in the employee's possession and/or responsibility. The employee shall immediately (within 24 hours) report to his/her supervisor if the equipment is lost or stolen.

The equipment shall be immediately returned to the supervisor upon request or upon termination of the employee's employment relationship with the district. The employee is prohibited from allowing any third party to use the equipment.

If it is determined that an employee has misused district equipment, the equipment shall be returned to the supervisor immediately, and the employee may be subject to disciplinary action.

In order to record and track equipment off grounds, the same form for facility use shall be utilized for equipment use by employees.

DISCIPLINARY ACTION

Any employee who violates this policy shall immediately return the equipment to his/her supervisor. Violation of this policy by the employee may be grounds for disciplinary action, up to and including immediate termination from employment with the district.



LEGAL REFERENCE:

Idaho Code Section 33-512

ADOPTED: 3/11/08

AMENDED: 11/17/08

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

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 assessment, developed by the district, which demonstrates knowledge of, and the ability to assist in instructing reading, writing, and mathematics or, as appropriate, reading, writing, or mathematics readiness.

EXCEPTION

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: 7/21/08

AMENDED:

Employee use of electronic communication and entertainment devices may interfere with or disrupt the educational process as well as distract personnel from their job responsibilities. Personnel are required to limit their use of electronic communication and entertainment devices to emergencies or during authorized breaks or the employee's personal preparation time. Such devices are prohibited from being used during instructional time unless the specific use is consistent with the lesson plan being presented.

Violation of this policy may result in disciplinary action up to and including termination.

DEFINITION

“Electronic communication and entertainment devices” shall include, but not be limited to, personal cell phones, iPods, Blackberries, pagers, MP3 players, and other similar devices or media players, without regard to the commercial name or manufacturer of the device.



LEGAL REFERENCE:

Idaho Code Section 33-512

ADOPTED: 11/17/08

AMENDED:

Federal Time Reporting

Many programs administered by Highland Joint School District are funded through federal sources and are obligated to meet federal guidelines in order to qualify. If federal funds are used for an employee’s salary, the employee is required to record time spent working on a federal program on their timesheet as hours worked through means of “positive time reporting”. “Positive time reporting” is recording the *actual* time spent working on a set of activities which are applicable and allowable under the terms and conditions of the funding source.

Any vacation, sick leave, compensatory time taken, holiday pay, or other non-worked pay will be distributed according to the default index(es) assigned to the employee’s position.

A quarterly review and reconciliation will be performed by the business manger to ensure time is being charged appropriately.

Employee Responsibility

Employees are responsible to correctly charge actual time worked to the appropriate funding source(s) associated with any federal programs. Employees will work with their supervisor and/or SDE Accounting staff to determine correct index(es) to use on their timesheet.

Supervisor Responsibility

Supervisors are required each pay period to verify hours were actually spent working directly on the federal or other programs, and correct index(es) were used in coding the timesheet, when they electronically sign the timesheet in the State Controller’s online payroll system.

Program Coordinator/Director Responsibility

The Program Coordinator or Director will discuss program needs with their Supervisor. Coordinators/Directors will closely monitor activities, expenses and revenue of their program and report any deficiencies to their Supervisor and Accounting. It is the responsibility of the Program Coordinator/Director/or designee to inform Accounting when a funding source has been exhausted, and if a new index code needs to be established due to rollover into new fiscal year funds or the award of an entirely new federal grant.



LEGAL REFERENCE: Title I OMB 2 CFR Part 225 Appendix B 8.h.5.

Board Action

ADOPTED: 8/8/2011

Time and Effort Documentation

Employee:

Position:

Reporting Period:

Cost Objective (Program Activity)	Fund Code or Program Function Code	Program	Distribution of Time (Percentage of Hours)

I hereby certify this report is an accurate representation of the total activity expended during the period indicated.

Employee Signature:

Date: _____

Reviewed by Supervisor:

Date: _____

In accordance with Idaho Code Section 33-1004J, Highland Joint School District #305 shall convene a committee comprised of Teachers, Administrators, and other identified stakeholders to develop a plan for how staff can receive a leadership premium. The plan shall be presented to the Board of Trustees for approval. The superintendent shall recommend the administrator on the committee, and the association shall recommend the teachers to serve on the committee. The committee members will jointly agree to recommend any additional stakeholders to join the committee. The committee shall provide a plan to the Board of Trustees no later than the October board meeting to give staff members sufficient time to do the work to attain a leadership award.

Leadership Criteria

Considering the recommendations of the Leadership Premium Committee, the Board shall award leadership premiums of a minimum of \$900 to certificated instructional and pupil service employees, regardless of such employee's full or part time status, in recognition of the additional time they will spend fulfilling one or more of the following leadership roles:

1. Teaching a course in which the student earns both high school and college credit;
2. Teaching a course to middle school students in which the students earn both middle school and high school credit;
3. Holding and providing service in multiple non-administrative certificate or subject endorsement areas;
4. Serving, or being hired to serve, in an instructional position designated as hard to fill by the Board, including a career technical education program;
5. Providing mentoring, peer assistance, or professional development to teachers in their first two years in the profession;
6. Having received professional development in career and academic counseling, and then providing career or academic counseling for students, with such services incorporated within or provided in addition to the teacher's regular classroom duties; and
7. Various other criteria designated by the Board, excluding duties related to student activities or athletics.
8. Other leadership duties as determined appropriate for a leadership premium such as:
 - A. Department Chair
 - B. District Committee role
 - C. Special Projects
 - D. Curriculum development;
 - E. Assessment development;
 - F. Grant writing;
 - G. Special program coordinator
 - H. Research project; and
 - I. Teaching professional development course;

A certified teacher or pupil service staff member may receive multiple leadership premiums to those performing multiple duties, but no employee shall receive leadership premiums that exceed 25% of the minimum salary as designated on the State of Idaho's Salary Based Apportionment Model.

These premiums shall be valid only for the fiscal year for which the awards are made.



LEGAL REFERENCE: I.C. § 33-1004F Obligations to Retirement and Social Security Benefits
I.C. § 33-1004J Leadership Premiums
Board Action

ADOPTED: 7/8/19

Board Policy 5265: Employee Responsibilities Regarding Student Harassment

Status: Adopted

Original Adopted Date: 9/9/2024

The personal safety and welfare of each child is of paramount concern to the Board of Trustees, employees, and patrons of the District. It is of particular importance that employees within the District become knowledgeable and thoroughly educated as to their legal and ethical responsibilities regarding intervention and reporting of student harassment, intimidation, and bullying.

Intervention

District employees are authorized and expected to intervene or facilitate intervention on behalf of students facing harassment, intimidation, and bullying.

Intervention shall be designed to:

1. Correct the problem behavior;
2. Prevent another occurrence of the problem;
3. Protect and provide support for the victim of the act; and
4. Take corrective action for documented systemic problems related to harassment, intimidation, or bullying.

Professional Development

The District shall provide ongoing professional development to assist school employees in preventing, identifying, intervening, and responding to harassment, intimidation, and bullying.

The content of ongoing professional development for District employees shall include, but is not limited to:

1. School philosophy regarding school climate and student behavior expectations;
2. Definitions of harassment, intimidation, and bullying with specific examples;
3. School prevention strategies or programs including the identification of materials to be distributed annually to students and parents;
4. Expectations and examples of staff intervention to harassment, intimidation, and bullying; and
5. School process for responding to harassment, intimidation, and bullying including the reporting process for students and staff, investigation protocol, the involvement of law enforcement, related student support services, and parental involvement.

Student Discipline

When disciplinary action is necessary for students engaging in harassment, intimidation and bullying, employees shall follow relevant District policy 3340.

Reporting

Any District employee who has witnessed, or has reliable information, that a student has been subject to harassment, intimidation or bullying, must report the incident to the designated school official in accordance with District policy.

Knowingly submitting a false report under this policy shall subject the employee to discipline up to and including termination.

The Superintendent, building principal, and/or their designee shall be responsible for receiving complaints alleging student harassment, intimidation, and bullying and will ensure that documented complaints will be maintained as a confidential file in the District office and reported as required by the State Department of Education.

Policy Distribution

The Superintendent or designee shall annually distribute and review with employees the requirements, policies, and procedures to be followed concerning the handling of student harassment, intimidation, and bullying and shall include this information in employee handbooks. All new employees will be given these policies and procedures as part of their orientation program.

Legal References

Legal References	Description
IC § 18-917	Assault And Battery - Hazing
IC § 18-917A	Student Harassment — Intimidation — Bullying
IC § 33-1631	Requirements for Harassment, Intimidation and Bullying Information and Professional Development
IDAPA 08.02.03.160	Safe Environment and Discipline

Cross References

ISBA Model Policy

ISBA Model Policy	Description
2335	Digital Citizenship and Safety Education
3295	Hazing, Harassment, Intimidation, Bullying, and Cyber Bullying
3295-P(1)	Hazing, Harassment, Intimidation, Bullying, and Cyber Bullying
3295-F(1)	Hazing, Harassment, Intimidation, Bullying, and Cyber Bullying - COMPLAINT FORM
3330	Student Discipline
3340	Corrective Actions and Punishment
3340-P(1)	Corrective Actions and Punishment

Original Adopted Date: 11/04/24

All District employees, other than those who are employed on a temporary basis who are not qualifying temporary employees, are entitled to military leave of absence when:

1. Ordered to active duty for training as members of the Idaho National Guard or any component of the U.S. Armed Forces-or
2. Ordered by the governor, adjutant general, or other lawful authority to active duty, training, or other duty as members of the National Guard/State-recognized militia of the State of Idaho or any other state.

Employees shall be entitled to reinstatement to their former positions or comparable positions if the right is exercised in a timely manner as noted below.

The District shall notify each employee entitled to rights and benefits under the Uniformed Services Employment and Reemployment Rights Act (USERRA) or under IC 33-527 of their rights, benefits, and obligations under USERRA and under IC 33-527 and those of the District.

Notice to District

All employees should provide either written or oral notice of upcoming military leave to the District as soon as reasonably practical. The employee or an appropriate officer of the branch of the military in which the employee will serve may provide the notice. Employees who are ordered for such duty shall provide one copy of their orders or other official documentation from the appropriate military authority to the Superintendent. Notice of leave for military training shall include date of departure and date of return for purposes of military service 90 days prior to the date of departure. The Superintendent shall authorize the employee's military leave when the employee submits a copy of this documentation. Such leave shall begin on the date of departure indicated on the documentation.

Military Leave for Training or Short Term Duty

Employees who are required to attend active duty, inactive-duty training, funeral honors duty, or field or coast defense training as a Reserve of the armed forces or member of the National Guard shall not suffer any loss of salary, seniority, or efficiency rating during the first 15 work days of such absence in any fiscal year. Leave will be without loss of benefits.

In the case of a part-time employee, military leave for training or short-term duty shall accrue at a rate of 15 days per year multiplied by a percentage determined by dividing by 40 the number of hours in the regularly scheduled workweek of that employee during that fiscal year. Unused leave shall accumulate until it totals 15 days.

Completion of Military Training

Upon completion of military training, the employee shall immediately give evidence of their satisfactory completion of such training. The employee shall be restored to their previous or similar position with the same status, pay, vacation leave, sick leave, bonus, advancement, and seniority. The employee shall continue to accrue seniority during such period of absence.

Benefits for Uniformed Service Personnel on Active Duty

Compensation

Any employee who is a member of the uniformed services, the reserve components, or the National Guard/State-recognized militia of this state or any other state, and who is ordered to active duty, training, or other performance of duty requiring absence from work shall be entitled to **ten** days of paid military leave each school year.

Any employee with available annual or vacation leave may take this leave concurrently with any unpaid military leave.

Pension and Retirement Plans

Pension and retirement plans are considered a benefit to which reinstated employees are entitled. Any normal contributions will continue to be made for service members who are absent for 90 days or fewer. If the employee has been absent for military service for 91 days or more, the District may elect to delay making retroactive pension contributions until the employee submits satisfactory reemployment documentation.

Medical Insurance

Health benefits will be offered to the extent they are available to other employees on leave. An employee performing military service for 30 days or fewer is not required to pay more than the normal employee share of any health premium. If the employee's military service is for 31 days to 24 months, the health plan will offer continuous coverage. An employee on military leave may elect to continue health care coverage through the District for up to 24 months after the military leave begins or for the period of military service, whichever is shorter. The District's obligation to provide health benefits ends once an employee's military leave exceeds 24 months. When the employee is reinstated, a waiting period or exclusion cannot be imposed if health coverage would have been provided to the employee had they not been absent for military service.

Reporting to District Once Military Leave is Complete

The standard military service length and reporting times are:

1 to 30 Days of Military Service: The employee reports to the District by the beginning of the first scheduled work day that falls eight hours after the end of the last calendar day of military service.

31 to 180 Days of Military Service: The employee must submit an application for reemployment no later than 14 days after completion of service in the armed forces. If the 14th day falls on a day when the District's offices are not open or available to accept a reemployment application, the time extends to the next business day.

181 Days or More of Military Service: The employee must submit an application for reemployment no later than 90 days after completion of military service. If the 90th day falls on a day when the employee's offices are not open or available to accept a reemployment application, the time extends to the next business day.

Cases of Disability: Employees who are hospitalized or recovering from a disability that was incurred or aggravated during the period of military service leave have up to two years to submit an application for reemployment.

There is an exception to these guidelines for those employees who, through no fault of their own, find themselves in a situation that makes it impossible or unreasonable to meet the required timetables. In those cases, the employee must return to work as soon as possible.

Disqualification From Returning to Work

There are four conditions that disqualify an employee from exercising their right to reemployment after military service:

1. A dishonorable or bad conduct discharge;
2. Separation from the service under “other than honorable conditions”;
3. A commissioned officer’s dismissal via court martial or by order of the President; and
4. When a service member has been dropped from the rolls for being absent without authority or for civilian imprisonment.

Reinstatement to Positions After Extended Duty

Employees who volunteer, are drafted, or are called to active duty for extended periods will be placed on “Military Leave of Absence” upon written application and will be entitled to reinstatement to their former or similar positions upon their return and under the following conditions:

1. They must not have remained on active duty beyond their first opportunity for honorable or general release; and
2. They must report to claim reinstatement within the timelines specified under “Reporting to District Once Military Leave is Complete” above.

After an employee has been absent for 31 days or more of military service, the District may ask the employee or the employee’s military unit for documentation showing that:

1. The employee submitted a timely application for reemployment;
2. The employee’s length of military service has not exceeded the five-year limitation; and
3. The employee’s separation from the military service meets the requirement for reemployment.

As a general rule, employees returning from military service must be reemployed in the job that they previously held, or would have attained had they not been absent for military service. If the employee was disabled while on military duty, or a disability is aggravated by military service, the District will make reasonable efforts to accommodate the disability.

Legal References

38 USC §§ 4301–35

5 USC § 6323

IC § 33-527

IC § 46-224

IC § 46-225

IC § 46-407

Description

Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

Military Leave; Reserves and National Guardsmen

Military Leave

Militia and Military Affairs/Entitled to Restoration of Position After Leave of Absence for Military Training

Militia and Military Affairs/Vacation, Sick Leave, Bonus and Advancement Unaffected by Leave

Militia and Military Affairs/Reemployment Rights