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The goal of the Kamiah Joint School District No. 304 Board of Trustees is to provide an educational program of the highest possible standards. Success in attaining this goal is dependent in large measure upon the competency of the professional staff and of those who serve in direct supporting positions to the instructional program of the school.

It is the policy of the board to recruit and retain the highest caliber of professional, certificated personnel and non-certificated employees.

It is the policy of the board to encourage the continued professional preparation of all personnel.

It is the policy of the board to appoint all personnel only upon the recommendation of the superintendent.

***

LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED:
7-19-99
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 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, Grenada, Panama, Bosnia, Kosovo, Afghanistan, Southwest Asia (Persian Gulf), Somalia, and Haiti. (Award of the National Defense Service medal alone does NOT qualify).


“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.

“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.

LEGAL REFERENCE:
Idaho Code Section 65-501, et seq.

ADOPTED: April 2008

REVIEWED: 

REVISED: 

SECTION 400: PERSONNEL
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.
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?

___ 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.
As required by law, this district will report the hiring or rehiring of any individual to the Idaho Commerce and Labor Department (department) within twenty (20) calendar days of the date the employee actually commences employment for wages or remuneration.

The district will report the hire or rehire of an individual by submitting to the department a copy of the employee’s completed and signed United States internal revenue service form W-4 (employee’s withholding allowance certificate) or the department’s New Hire Reporting Form. The district will ensure that the report (W-4 form or New Hire Reporting Form) contains the following information:

1. The employee’s name, address, and social security number;
2. The district’s name, address, and federal tax identification number;
3. The district’s Idaho unemployment insurance account number; and
4. The employee’s date of hire or rehire.

The report will be deemed submitted on the postmarked date or, if faxed or electronically submitted, on the date received by the department. If the district files its reports electronically, the district will comply with the department’s regulations of such transmissions.

A copy of the report will be retained by the district, and the copy will set forth the date on which the report was mailed, faxed, or electronically transmitted.

The district is not liable to the employee for the disclosure or subsequent use of the information by the department or other agencies to which the department transmits the information.

*****

LEGAL REFERENCE:
Idaho Code Section 72-1601, et seq.

ADOPTED: February 2007

REVIEWED:

REVISED:
Kamiah Joint School District No. 304 will not require disclosure of an employee’s Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) status. Any information, known to the district or its employees, regarding an individual’s HIV or AIDS status will be confidential unless (1) the employee gives his/her prior approval for disclosure, or (2) such disclosure is required by law.

This district will not discriminate against anyone who has an HIV/AIDS infection during the hiring, evaluation, promotion, work assignment or termination processes.

Routine HIV antibody testing of employees will not occur. No district employee will be tested for HIV without his/her consent unless otherwise required by law.

As a general rule, no work restriction will be placed on an AIDS or HIV infected employee unless the employee has contracted, or is in danger of contracting, a transmittable secondary disease. Any work restriction requested by or imposed on an employee as a consequence of his/her HIV or AIDS status must be initiated or approved by the employee’s physician, the employee’s supervisor, and the district superintendent.

Any employee who violates any portion of this policy, or who refuses to work with another employee or a student who has AIDS or the HIV infection, may be disciplined. Such disciplinary action may include suspension or dismissal.

All district employees and volunteers will take all reasonable precautions to avoid direct contact with blood, blood products, or other infectious fluids.

Whenever district employees or volunteers are required to assist ill or injured persons, the following procedures must be followed to minimize direct contact with blood or bodily fluids:

1. Appropriate barrier precautions will be used when contact with blood or other bodily fluids is anticipated. Latex gloves will be worn whenever blood and body fluids, mucous membranes or non-intact skin must be touched. Gloves will also be worn when handling items or surfaces soiled with blood or body fluids. Gloves must be changed whenever a new person is handled.

2. Hand and other skin surfaces will be washed with soap and water immediately and thoroughly whenever contaminated with blood or other body fluids.

3. Extra precautions will be taken to prevent injuries caused by needles or other sharp instruments or devices while using public cleaning or disposing of these sharp objects.

4. Soiled clothing, uniforms, and linen will be handled as little as possible so as to prevent microbial contamination of air and other persons. Contaminated clothing and cloth
materials will be washed separately using hot water and detergent. Dry cleaning will also inactivate known pathogens.

5. Surfaces that are contaminated with blood will be decontaminated with a 10:1 (ten to one) chlorine bleach solution, a seventy percent (70%) alcohol solution, or three percent (3%) hydrogen peroxide solution. Care should be taken to avoid contaminating the solution or the container of the solution. Sufficient contact time (three (3) to five (5) minutes) should be allowed to insure surfaces are adequately disinfected.

LEGAL REFERENCE:
Section 504 of the 1973 Rehabilitation Act;
The Americans with Disabilities Act;
Idaho State Department of Education
HIV/AIDS Policy Guidelines, September 1994

ADOPTED:
7-19-99
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.

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

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

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

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

1. The aggravated assault of a child, or the assault with intent to commit a serious felony against a child;

2. The aggravated battery of a child, or the battery with intent to commit a serious felony against a child;

3. The injury or death of a child;

4. The sexual abuse of a child under sixteen (16) years of age;

5. The ritualized abuse of a child under eighteen (18) years of age;

6. The sexual exploitation of a child;

7. Possession of photographic representations of sexual conduct involving a child;

8. Lewd conduct with a child under the age of sixteen (16);
9. Sexual battery of a minor child sixteen (16) or seventeen (17) years of age;
10. The sale or barter of a child for adoption or other purposes;
11. The murder of a child, or the voluntary manslaughter of a child;
12. The kidnapping of a child;
13. The importation or exportation of a juvenile for immoral purposes;
14. The abduction of a person under eighteen (18) years of age for prostitution;
15. The rape of a child.

SUBSTITUTE TEACHERS

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

VOLUNTEERS AND CONTRACTORS

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

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

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

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

+++ + ++ + ++ +

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

ADOPTED: 7/19/99

REVIEWED: 12-05, 1-2006

AMENDED: March 16, 2009

*Language in text set forth in italics is optional.
Kamiah Joint School District No. 304 recognizes the federal requirements to establish a “drug free workplace” and it does not tolerate drug or alcohol abuse. Employees are prohibited from using, possessing or distributing illegal drugs or alcohol on any school premises or at any school activity. Employees are further prohibited from being under the influence of illegal drugs or alcohol on any school premises or at any school activity. Sanctions for violating this policy include, but are not limited to, referral, suspension or dismissal.

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

DEFINITIONS

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

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

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

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

Unlawful Alcohol Use: The use, possession or distribution of alcohol on any school premises or at any school activity.

Violations: The commission of an act of illegal drug use or unlawful alcohol use by an employee.

DISCIPLINARY ACTION

1. Any certificated or non-certificated employee who violates the terms of the district’s drug and alcohol policy may be discharged, and not re-employed, and/or may be placed on probation at the discretion of the board. All procedures set forth in Idaho Code Section 33-513 (certificated personnel) and Section 33-517 (non-certificated personnel) will be
followed. All employees must notify their supervisors in writing of any conviction under any criminal drug statute within five (5) calendar days after such conviction.

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

3. If reasonable suspicion exists that federal, state or local laws have been violated the district will notify the appropriate law enforcement agencies.

LEGAL REFERENCE:
Idaho Code Sections
23-105
23-1001
33-513
33-517
37-2701

BLACK'S LAW DICTIONARY 1369 (5th ed. 1979)

ADOPTED:
7-19-99
The superintendent or designee will provide the following public information about a former or current employee to a prospective employer of that employee: employment history, classification, pay grade and step longevity, gross salary and salary history, status, and workplace. In addition, upon receiving written authority from the employee, the superintendent or designee may provide information relative to the employee’s job performance, professional conduct, or evaluation. Neither the board nor its administration may be held civilly liable for the disclosure or the consequences of providing the information, so long as the information was provided in good faith.

The district will not provide prospective employers with copies of a current or former employee’s personnel file. The employee is responsible for requesting a copy of his/her personnel file and forwarding it to the prospective employer.

Any and all information regarding a substance abuse testing program will be held confidential by the district.

This district will not maintain a blacklist, or notify any other employer that any current or former employee has been blacklisted by this district, for the purpose of preventing the employee from receiving employment.

LEGAL REFERENCE:
Idaho Code Sections
9-340C(1)
44-201
72-1712

ADOPTED:

AMENDED:
Kamiah Joint School District No. 304 employees who have discretionary responsibilities regarding contracts, purchases, payments, claims or other pecuniary transactions may not solicit, accept or agree to accept any pecuniary benefits from any person or firm known to be interested in such transactions. This policy does not apply to trivial benefits not to exceed the value of fifty (50) dollars incidental to personal, professional or business contacts and involving no substantial risk of undermining the official’s impartiality.

LEGAL REFERENCE:
Idaho Code Sections
18-1351
18-1356
18-1359
18-1360

ADOPTED:
7-19-99
REPORTING REQUIREMENTS

Any Kamiah Joint School District No. 304 employee or volunteer having reason to believe that any child under the age of eighteen (18) has been abused, abandoned or neglected, or who observed the child being subjected to conditions or circumstances which had recently resulted in abuse, abandonment or neglect, will report or cause to be reported within twenty-four (24) hours such conditions or circumstances to the proper law enforcement agency or the Department of Health and Welfare.

Failure to report abuse, abandonment or neglect will be a misdemeanor.

DEFINITIONS

Abused:

Any case in which the child has been the victim of: (1) conduct or omission resulting in skin bruising, bleeding, malnutrition, burns, fracture of any bone, subdural hematoma, soft tissue swelling, failure to thrive, or death, and such condition or death is not justifiably explained, or where the history given concerning such condition or death is at variance with the degree or type of such condition or death, or the circumstances indicate that such condition or death may not be the product of an accidental occurrence; or (2) sexual conduct, including rape, molestation, incest, prostitution, obscene or pornographic photography, filming or depiction for commercial purposes, or other similar forms of sexual exploitation harming or threatening the child’s health or welfare or mental injury to the child.

Abandoned:

The failure of the parent to maintain a normal parental relationship with the child, including but not limited to reasonable support or regular personal contact. Failure to maintain this relationship without just cause for a period of one (1) year will constitute prima facie evidence of abandonment.

Neglected:

A child who is without proper parental care or control, or subsistence, or education, or medical or other care or control necessary for his or her well-being because of the conduct or omission of the parents, guardian or other custodian or their neglect or refusal to provide them; however, no child whose parent or guardian chooses for such child treatment by prayers through spiritual means alone in lieu of medical treatment will be deemed for that reason alone to be neglected or to lack parental care necessary for his or her health and well-being.
PROCEDURE FOR REPORTING

1. Any school district employee or volunteer will report or cause to be reported any suspected child abuse, abandonment or neglect within twenty-four (24) hours. The employee or volunteer may ask the building principal to call the appropriate agency on his/her behalf.

2. The reporting party (district employee or volunteer initiating the report) will complete a written statement setting forth the reasons believed that a child has been abused, abandoned or neglected. The date and time will be set forth on the written report.

3. The agencies contacted and the names of the individuals with whom the reporting party spoke will also be set forth.

4. Any prior suspicions will also be set forth.

The written report will be delivered to the building principal, who will then deliver a copy of the written report to the superintendent.

In all cases, the building administrator or program supervisor will be notified as soon as possible.

Because of the specialized training that may be necessary to conduct an investigation of alleged child abuse, abandonment or neglect, any formal investigations of the matter will be conducted by the Idaho Department of Health and Welfare or the local law enforcement agency. All school district employees and volunteers will cooperate with these organizations in their investigatory capacities.

REPORTING IMMUNITY

Any person who has reason to believe that a child has been abused, abandoned or neglected and, acting upon that belief, makes a report of abuse, abandonment or neglect as required, will have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any such participant will have the same immunity in respect to participation in any judicial proceedings resulting from the report. Any person who reports in bad faith or with malice will not be protected. Any privilege between husband and wife, or between any professional person, except the lawyer-client privilege, including, but not limited to, physicians, counselors, hospitals, clinics, day care centers, and schools and their clients, will not be grounds for excluding evidence in any proceedings regarding the abuse, abandonment or neglect of the child or the cause thereof.

Any person who makes a report or allegation of child abuse, abandonment or neglect knowing the report to be false, or who reports or alleges such in bad faith or with malice, will be liable to the person or parties against whom the report was made for the amount of actual damages sustained or statutory damages of five hundred dollars ($500), which ever is greater, plus attorney fees and costs of suit. If a court finds that the individual acted with malice or oppression, the court may award treble actual damages or treble statutory damages, whichever is greater.
LEGAL REFERENCE:
Idaho Code Sections
  16-1602
  16-1619
  16-1620
  16-1620A
A.G. OP'N NO. 93-2

ATTACHMENT: Reporting Child Abuse and/or Neglect Form

ADOPTED:
7-19-99
KAMIAH JOINT SCHOOL DISTRICT #304
REPORTING CHILD ABUSE AND/OR NEGLECT

This form is to be completed by the person to whom the child reports. No further information or questions are to be asked of the child, other than those provided for herein. Make sure there are no other children present and that the information is obtained in an office or other secure area.

1. Date of disclosure: ___________________________

2. Time of disclosure: ___________________________

3. Child’s name: ___________________________ Date of birth: ___________________________
   Child’s address: ___________________________
   Child’s phone #: __________________________ Location of disclosure: __________________________

4. Who does child live with? ___________________________

5. Your relationship to child (Teacher, Counselor, Etc.): __________________________

6. Name of suspect (Ask: who touched you?): __________________________

7. Suspects relationship to child: __________________________
   Suspect’s residence: __________________________
   When did this touching occur? __________________________
   Where was the child when this touching occurred? __________________________

8. Do you have any evidence of any previous neglect or abuse of this child or his/her siblings? (Please Explain) __________________________

9. Other information you consider relevant: __________________________

                                                                                             __________________________

If the child indicates that he/she has been touched, contact the Kamiah Marshall’s office (935-0467) or Child Protective Services (Health and Welfare) at Grangeville between 8:00 a.m. and 5:00 p.m. (983-0620) or (800-860-4838) after hours. DO NOT ASK ANY FURTHER QUESTIONS RELATING TO THIS TOUCHING. Do not allow any other person(s) to questions the child until someone representing one of the above agencies arrives. Assure the child that he/she has done nothing wrong. Inform the child that it is okay that they have related this information to you and that a person you have contacted will talk with him/her about this touching. Do not send the child home. DO NOT DISCUSS THIS INTERVIEW WITH ANYONE EXCEPT THOSE AUTHORIZED.

Agency Contacted: ___________________________ Who? ___________________________

Date: ___________________________ Time: ___________________________
Employees will be issued keys and proximity cards to district facilities, as appropriate, and are responsible for maintaining security over the keys. Keys to school facilities are not to be given to any student. In the event a key is lost or stolen, the employee is required to immediately notify his or her supervisor.

Employees are required to keep their classrooms and work areas clean and tidy. Employees are required to secure classrooms and work/storage areas by closing all windows and locking the door at the end of the school day.

Employees are responsible for proper care and storage of all equipment, books, furniture, instructional materials and tools issued to them or under their care. Employees must maintain an inventory record of all district property under his or her care, filed with the district office and updated annually. Employee are required to immediately report missing property and major abuses of district property to his or her supervisor.

District property may not be discarded unless authorized by the superintendent. Employees are not allowed to give away district property, regardless of its condition.

**EMPLOYEES’ PERSONAL PROPERTY**

Personal items, brought to school by the employees, are not covered by the District’s Insurance Policy. Employees are totally responsible for any personal property utilized in their employment and assume all risks of loss or damage.

**RECEIPT OF MAIL**

Employees may remove only those packages or mail from the district or school offices which are addressed to the employee and placed in the employee’s mail basket.

* * * * * * *

**LEGAL REFERENCE:**
Idaho Code Section 33-506
33-511

**ADOPTED:**
7-19-99
All employees of Kamiah Joint School District No. 304 who work twenty (20) hours or more per week will receive group health insurance benefits.

Premiums for group health insurance policies sponsored by the district may be deducted from the employee’s salary. The amount of the premium contributed by the district will be determined by the board.

LEGAL REFERENCE:
Idaho Code Section 33-517A

ADOPTED:
7-19-99
With the approval of the board, the superintendent of Kamiah Joint School District No. 304 is authorized to assign certificated employees to any position for which the employee is qualified. Assignments will be based on the qualifications of the employee, availability of other qualified personnel, the desires of the employee, as well as the philosophy and needs of the district.

All district employees are subject to reassignment to a different school, work site, or position in the same job classification. Changes in assignment may be made at the initiative of the superintendent, other administrative staff members, or at the request of the employee. The change will be contingent upon approval by the superintendent.

If a change of assignment was not requested by the employee, the employee will be notified as soon as possible and have an opportunity to express his or her preferences. The superintendent's decision regarding the assignment will be final.

LEGAL REFERENCE:
Idaho Code Section 33-513

ADOPTED:
7-19-99
Recognizing the need for administrators to make personnel management decisions in a timely manner, and to provide for the efficient operation of this district, the board of trustees delegates to the Superintendent the authority to temporarily place district employees on administrative leave with pay.

The delegation of such authority is limited to circumstances where the Superintendent determines that the employee has or is alleged to have (1) violated the Idaho Code of Ethics; (2) created an immediate or imminent threat to the safety and wellbeing of a student or other district employee; (3) violated a district policy or policies; or (4) when such leave is necessary to conduct an investigation involving alleged misconduct by the employee.

The board will meet to review the Superintendent’s decision to place an employee on administrative leave no later than five working days following the initiation of the administrative leave. The board may continue or discontinue the administrative leave with pay or take other action as is determined to be in the best interests of the district.

This policy is not intended to limit the Superintendent’s authority to terminate classified employees.

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LEGAL REFERENCE:
Idaho Code Section 33-513

ADOPTED: April 2008

REVIEWED: 

REVISED: 

*Language in text set forth in italics is optional.
Kamiah Joint School District No. 304 will provide district employees with athletic passes to most middle and high school athletic contests. The pass will be provided at no charge to the employee. The pass will admit the employee and his/her spouse (or guest, if unmarried), but will not admit the employee’s children.

The pass will not admit employees to the following:

1. District and Regional athletic tournaments sponsored by the IHSAA, but held at district facilities.

2. Track meets sponsored by other school districts, but held at district facilities.

3. Other extra-curricular events, including, but not limited to, concerts, plays, etc.

If the employee accepts the pass, the employee’s obligation is to be observant of student behavior at athletic events, and report inappropriate behavior to the employee supervising the event or administrative personnel.

LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED:
7-19-99
All positions on the Kamiah Joint School District No. 304 organizational chart must have a written job description approved by the board of trustees. Each supervisor will propose job descriptions, and modifications thereof, to the superintendent for those positions he/she supervises.

The district clerk will maintain a master file of the approved job descriptions for all positions in the district.

Every employee will be provided a copy of his or her job description within thirty (30) days of his/her initial employment in the position or modification of the job description. The employee is required to review, sign and date the job description, acknowledging that he/she has reviewed it and understands his or her responsibilities.

Job descriptions for all non-certificated employees shall be made available to all district employees and other persons seeking employment.

LEGAL REFERENCE:
Idaho Code Section
    33-506
    33-511
    33-513
    33-517

ADOPTED:
7-19-99
All employees of Kamiah Joint School District No. 304 are at all times subject to the authority and control of the superintendent and to such rules and regulations as he or she may from time to time issue with the consent of the board.

No employees are to leave the school during their work hours except at their designated lunch time without the specific permission of their supervisor or unless their job description requires work away from school.

LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED:
7-19-99
Employees of Kamiah Joint School District No. 304 are not permitted to participate in partisan or political activities at any time during regular school hours.

LEGAL REFERENCE:
Idaho Code Section 33-506(1)

ADOPTED:
7-19-99
It is the policy of Kamiah Joint School District No. 304 to maintain a work environment that is free from sexual harassment. Every employee has the right to work in an atmosphere that promotes equal opportunities, free from all forms of discrimination and conduct that could be harassing, coercive, or disruptive. This policy applies to all conduct on the district’s premises and to conduct off the district’s premises that has an effect upon an employee’s work environment.

**DEFINITION OF SEXUAL HARASSMENT**

Sexual harassment is a form of misconduct that includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical 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 a basis for employment decisions affecting the individuals; or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

**REPORTING A COMPLAINT**

Individuals who believe they are being sexually harassed should firmly and promptly notify the offender that his or her behavior is unwelcome. When a direct communication with the alleged harasser is not feasible or effective, the following steps should be followed when reporting a sexual harassment complaint:

1. The individual may choose to report the complaint to his or her supervisor or building principal. If the supervisor successfully resolves the complaint in an informal manner, a confidential report will be made to the superintendent about the complaint and resolution so that the district may determine if any pattern of sexual harassment by any particular individual exists. If the supervisor is unable to resolve the complaint, the complaint will be referred to the superintendent.

2. If the individual chooses not to report the complaint to his or her supervisor, the individual may report the incident directly to the superintendent. If the complaint in any manner involves the superintendent, the individual should report the complaint to the OCR compliance officer for this district. The OCR compliance officer will be designated by the superintendent.

An employee, at any time, may file a sexual discrimination or harassment claim with the Idaho Human Rights Commission and/or the Equal Employment Opportunity Commission (EEOC).
The addresses of these organizations are set forth in this policy entitled Civil Rights Grievance Procedure.

PROTECTION AGAINST RETALIATION

This district will not retaliate in any way against an individual who makes a report of sexual harassment, nor will it permit any district employee to do so. Any person found to have retaliated against another individual for reporting an incident of harassment may be subject to the same disciplinary action provided for sexual harassment offenders. Individuals who are not complainants but who assist or participate in an harassment investigation are also protected from retaliation.

INVESTIGATION OF A SEXUAL HARASSMENT COMPLAINT

1. Any allegation of sexual harassment will be promptly investigated in a confidential manner so as to protect the privacy of all individuals involved.

2. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.

3. Complaints will be investigated by the district superintendent, the OCR compliance officer, or his/her designee.

4. Upon completion of the investigation of a sexual harassment complaint, the investigator will communicate his/her findings to the superintendent. If the complaint in any manner involves the superintendent, the investigator’s findings will be submitted directly to the OCR compliance officer.

5. If there is insufficient evidence to support the allegations, no record will be made of the allegation in the accused employee’s personnel file. If the findings of the investigation determine that sexual harassment has occurred, the board will be informed of the findings in executive session.

6. Any allegation of misconduct of a sexual nature brought to school officials concerning the actions of a student shall require that all parents of the student(s) named in the allegation shall have the opportunity to be present during the investigation.

DISCIPLINARY ACTIONS

If the investigation finds that an employee has sexually harassed another employee or a student, disciplinary actions may include probation, suspension and/or dismissal from employment.
LEGAL REFERENCE:
Mentor Savings Bank v. Winson, 477 U.S. 57 (1986);
Elison v. Brandy, 924 F. 2d 872 (9th Cir. 1991)

Adopted: August, 2003
Reviewed: July 21, 2003
Revised ___________
The Kamiah Joint School District No. 304 Board of Trustees will support, protect, and aid any school employee who suffers physical assault by a student or other person while acting within the course and scope of his or her employment and within the scope of the district’s policies.

If a student or other person physically assaults a school employee, the incident will immediately be reported to the superintendent, who will then notify the board members, the student’s parent/guardian, and the law enforcement agency, as the situation warrants.

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LEGAL REFERENCE:
Idaho Code Sections
  6-901, et seq.
  18-916
  33-1222

ADOPTED:
7-19-99
All employees of Kamiah Joint School District No. 304 are protected from retaliation for reporting waste or violations of any law, rule or regulation so long as the employee:

1. Reports in good faith his or her belief that there is waste of public funds;
2. Reports in good faith the violation or suspected violation of a law, rule or regulation;
3. Participates in or gives information in an investigation, hearing, court proceeding, legislative or other inquiry, or other administrative review; or
4. Objects to or refuses to carry out a directive that the employee believes in good faith to violate a law, rule or regulation.

The district is forbidden from taking the following adverse action against an employee for exercising the employee's rights listed above:

1. Discharging the employee;
2. Threatening the employee; or
3. Discriminating against the employee's employment.

Discrimination against employment includes compensation, terms, conditions, location, rights, immunities, promotions or privileges.

If the district takes adverse action or intends to take adverse action that is forbidden by the Idaho Protection of Public Employees Act, the employee may sue for damages or an injunction within one hundred eighty (180) days. If a court finds that adverse action was taken or threatened, the court may enjoin further adverse action, order the reinstatement of the employee, order compensation for lost wages, assess a civil penalty not to exceed five hundred dollars ($500), and order payment of the employee's attorney fees.

The district may be awarded attorney's fees when an employee brings suit without reasonable basis in fact or law.

LEGAL REFERENCE:
Idaho Code Section 6-2101 et seq.

ADOPTED:
7-19-99
Non-exempt employees may not volunteer their time and service with this school district when the volunteer hours involve the same type of service which the employee is employed to perform. In other words, employees may not volunteer to do what they are otherwise paid to do. Factors to consider in determining whether this policy is being complied with include:

1. The duties of the employee; and

2. The facts and circumstances in each particular case, including whether the volunteer service is closely related to the actual duties performed by or responsibilities assigned to an employee.

"Non-exempt employees" means those employees included in the overtime provisions of the Fair Labor Standards Act. Additional compensation or compensatory time off will be provided for hours over forty (40) worked during the workweek. Most non-certificated employees are non-exempt employees.

LEGAL REFERENCE:
Fair Labor Standards Act
29 USC Section 203(e)(4)(a)
29 CFR Section 553.103(a)

ADOPTED:

AMENDED:
No employee will make any purchase or incur any obligations for or on behalf of Kamiah Joint School District No. 304 from any private business or vendor in which, or with which, the employee has a direct or indirect financial or ownership interest.

Purchases or contracted services from any private business or venture in which any employee of this district has a direct or indirect financial or ownership interest will be made on a competitive bid basis strictly in accordance with the following procedures:

1. The interested employee, the business, or the vendor will seek, in writing, from the superintendent, a clarification of this policy stating the transaction at issue. The employee's exact relationship to the business or vendor will be identified and disclosed fully in writing.

2. Upon written clarification from the superintendent, which will include written specifications to be followed in advertising for bids, the affected business or vendor may submit a bid in compliance with the specifications outlined by the district.

3. The interested employee will not be involved in any part of the bidding process, including, but not limited to preparing specifications, advertising, analyzing, or accepting bids.

4. It will be the duty of each employee, to the best of his or her knowledge and belief, to disclose in writing, to the superintendent, his or her financial or ownership interest in any business or other purchase arrangement with the district.

5. This policy will apply to any organization, fund, agency or other activity maintained or operated by the district.

No employee will receive gifts, prizes, awards or merchandise, or commission as a result of ordering any items secured as a result of placing any purchase order with a vendor on behalf of the district.

LEGAL REFERENCE:
Idaho Code Sections
18-1351 et seq.
59-701 et seq.

ADOPTED:
7-19-99
The Kamiah Joint School District No. 304 Board of Trustees is committed to a policy of non-discrimination in relation to race, color, religion, sex, national origin, citizenship, alienage or disability.

LEGAL REFERENCE:
Title VII of the Civil Rights Act of 1965
42 USC Section 2000e et seq.
Title VI of the Civil Rights Act 1964,
42 USC Section 2000d et seq.
Section 1981 of the Civil Rights Act of 1866,
42 USC Section 1981
Section 1983 of the Civil Rights Act of 1871
42 USC Section 1983
The Equal Pay Act of 1963
29 USC Section 206d
Title IX of the Education Amendments of 1972
20 USC Section 1681
The Age Discrimination and Employment Act of 1967
29 USC Section 621 et seq.
The Americans with Disabilities Act of 1990
42 USC Section 12101 et seq.
Section 504 of the Vocational Rehabilitation Act of 1973
29 USC Section 794
Idaho Commission on Human Rights
Idaho Code Section 67-5901 et seq.

ADOPTED:
7-19-99
ALL DISTRICT PERSONNEL

A personnel file will be maintained by Kamiah Joint School District No. 304 for each employee. Each file will contain any and all material relevant to the evaluation of the employee. Timely notice will be given to the employee of all materials placed in the personnel file. The employee will have the right to attach a rebuttal to any materials that are objected to by the employee.

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

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

NON-CERTIFICATED DISTRICT PERSONNEL

All non-certificated employees of this district will be required to review and sign any entries made to his or her personnel file.

LEGAL REFERENCE:
Idaho Code Sections
9-340(3)(a)
33-517(j)
33-518

ADOPTED:
7-19-99
Employees of Kamiah Joint School District No. 304 may be granted educational leave for the purpose of attending or participating in professional meetings, training sessions, educational workshops, seminars, or conferences. Educational leave must be requested in writing, thirty (30) days before the proposed leave, and must be approved by the principal and superintendent. If the request for educational leave is approved, the employee will be paid his or her regular salary during the leave period.

The district will not pay the expenses related to educational leave unless specifically requested and pre-approved. Payment of expenses may be requested on the application for educational leave. At its option, the district may pay the expenses in full, pay a portion of the employee’s expenses, or require that the employee pay all of the expenses. The superintendent and principal will consider the benefit to the district, total expenses, school budget and other related factors in determining whether or not to approve a request for educational leave and/or the payment of expenses.

LEGAL REFERENCE:
Idaho Code Section 33-513

ADOPTED:
7-19-99
All eligible employees of this district may take leave as provided by the FMLA. The FMLA entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave during a twelve-month (12-month) period for specified family and medical reasons.

An eligible employee is defined as an individual who:

1. Has been employed by the district for at least twelve (12) months (need not be consecutive months of employment); and

2. Has been employed for at least one thousand two hundred fifty (1,250) hours of service during the twelve-month (12-month) period immediately preceding the commencement of the leave; and

3. Is employed at a worksite where fifty (50) or more employees are employed by the district within seventy-five (75) miles of the worksite.

*The board must choose one of the following Options to determine the calculation of the 12-week period of leave within a 12-month period:*

**[Option B]**

For the purpose of determining continuing eligibility for FMLA, this district will calculate the “twelve-month (12-month) period immediately preceding the commencement of the leave” as the fiscal year beginning July 1 of each year.

**BASIS FOR TAKING FMLA**

FMLA leave may be taken by an employee for any of the following reasons:

1. To care for the employee’s child after birth or placement of a child with the employee for adoption or foster care;

2. To provide care for the employee’s spouse, child, or parent, who has a serious health condition; or

3. For a serious health condition that makes the employee unable to perform the employee’s job.

4. Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent, of the employee is on active duty (or has been notified of an
impending call or order to active duty) in the Armed Forces in support of a contingency operation.

SERVICEMEMBER FAMILY LEAVE

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember is entitled to a total of 26 workweeks of leave during a 12-month period to care for the servicemember who is recovering from a serious illness or injury sustained in the line of duty or active duty. Such leave shall only be available during a single 12-month period.

During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave, including the 12 weeks for a “qualified exigency.” However, there is no limitation on the availability of leave during any other 12-month period. If the district employs both spouses to whom this section applies, the husband and wife are limited to a total of 26 workweeks during the 12-month period for all types of FMLA leave.

DEFINITIONS

“Child (son or daughter)” includes biological, adopted, or foster child, stepchild, legal ward, or a child of a person standing in loco parentis (in place of parent). The child must be either under 18 years of age or, if over 18, incapable of self-care because of a mental or physical disability, or be a covered servicemember.

“Parent” includes a biological parent (not parent-in-law) or someone who stood in loco parentis when the employee was a child.

“Spouse” is a husband or wife, including a common-law husband or wife, but does not include a “significant other” or “domestic partner.”

“Serious health condition” is a condition that involves either in-patient care or “continued treatment” by a health care provider.

“Continued treatment” includes:

1. Any three (3)-day period of incapacity that involves: (a) at least two (2) visits to a health care provider; or (b) a regimen of continued treatment under a health care provider’s supervision;

2. Any period of incapacity due to pregnancy (including severe morning sickness), even if no treatment is obtained for prenatal care;

3. Any period of incapacity due to a chronic medical condition, such as asthma, diabetes, or epilepsy, even if no treatment is obtained;

4. Any period of absence to receive multiple treatments for restorative surgery or a serious illness such as cancer, severe arthritis, or kidney disease; or
5. Any permanent or long-term incapacity (e.g., Alzheimer’s or severe stroke), even if no treatment is being provided.

“Next of kin” is the only living relative of a covered servicemember.

USE OF ACCRUED PAID LEAVE

Any accrued paid leave used by an employee for absences which qualify for FMLA coverage will be counted as FMLA leave, unless the district determines otherwise.

INTERMITTENT OR REDUCED LEAVE SCHEDULE

The district will comply with the mandates of FMLA, including any special rules which may apply regarding the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term by instructional employees. Exhibits A and B set forth employees’ rights under this Act.

HEALTH INSURANCE COVERAGE

The district will also comply with all mandates of FMLA regarding health insurance coverage and will provide any necessary notice of termination of such insurance coverage due to the employee’s failure to pay his/her portion of the premium or the employee’s request for termination of coverage. Such notice will be provided at least fifteen (15) days prior to the termination of coverage.

This district will post a notice approved by the Secretary of Labor explaining the rights and responsibilities under FMLA at the district offices.

LEGAL REFERENCE:
Family and Medical Leave Act of 1993
29 USC 2654
29 CFR 825
Idaho Code Section 33-1216

ADOPTED: 7/19/99

AMENDED: March 16, 2009

ATTACHMENTS:
Exhibit A, The Family and Medical Leave Act of 1993, ESA Fact Sheet No. 28
Exhibit B, Notice to Employees of Rights Under FMLA
Exhibit C, Notice of Military Family Leave
THE FAMILY AND MEDICAL LEAVE ACT OF 1993
ESA Fact Sheet No. 28

The U.S. Department of Labor’s Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law’s benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

EMPLOYER COVERAGE

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private-sector employers who employ 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in 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 a total of 12 months*;
3. have worked at least 1,250 hours over the previous 12 months*; and
4. work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

* See special rules for returning reservists under USERRA.

LEAVE ENTITLEMENT

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

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter 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 workweeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

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

- If FMLA leave is for birth and care 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 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 an employee’s use of paid leave counts as FMLA leave, based on information from the employee.

“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, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

(1) A health condition (including treatment therefore, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:

- treatment two or more times by or under the supervision of a health care provider; or
- one treatment by a health care provider with a continuing regimen of treatment; or

(2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or

(3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or

(4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer’s, a severe stroke, terminal cancer). Only supervision b a health care provider is required, rather than active treatment; or

(5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

“Health care provider” means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
- any health care provider recognized by the employer or the employer’s group health plan benefits manager.

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. If applicable, 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 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 the employee’s original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

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, nor be counted against the employee under a “no fault” attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid “key” employees after using the FMLA leave during which health coverage was maintained. 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 it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

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 to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

- 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 (at the employer’s expense) and periodic recertification; and
- periodic reports during FMLA leave regarding the employee’s status and intent to return to work.

When intermittent 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 try to schedule treatment so as not to unduly disrupt the employer’s operation.

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

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work from FMLA leave.

UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. 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

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also 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 intermittent leave is needed or the leave is required 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 overtime 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, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an 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 ADDITIONAL INFORMATION:** If you have access to the Internet, visit the U.S. Department of Labor’s Wage and Hour Division website: [http://www.wagehour.dol.gov](http://www.wagehour.dol.gov), and/or call their toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-92430).
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 their 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. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

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; or
- for a serious health condition that makes the employee unable to perform the employee’s job.

At the employee’s or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

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 second or third opinions (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 any employer to:

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

ENFORCEMENT:

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

FMLA does not affect any federal or state law prohibiting discrimination, or supersed any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: If you have access to the Internet visit the U.S. Department of Labor’s FMLA website: http://www.dol.gov/esa/whd/fmla. To locate your nearest Wage-Hour Office, telephone the Wage-Hour toll-free information and help line at 1-866-4USWAGE (1-866-487-9243); a customer service representative is available to assist you with referral information from 8am to 5pm in your time zone; or log onto the U.S. Department of Labor Home Page at http://www.wagehour.dol.gov.

EXHIBIT B
NOTICE

MILITARY FAMILY LEAVE

On January 28, 2008, President George W. Bush signed into law the National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181. Section 585(a) of the NDAA amended the FMLA to provide eligible employees working for covered employers two important new leave rights related to military service:

(1) **New Qualifying Reason for Leave.** Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining “any qualifying exigency.” In the interim, employers are encouraged to provide this type of leave to qualifying employees.

(2) **New Leave Entitlement.** An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This provision became effective immediately upon enactment. This military caregiver leave is available during “a single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

Additional information on the amendment and a version of Title I of the FMLA with the new statutory language incorporated is available on the FMLA amendments website at [http://www.dol.gov/esa/whd/fmla/NDAA_fmla.htm](http://www.dol.gov/esa/whd/fmla/NDAA_fmla.htm).
Any employee of Kamiah Joint School District No. 304, called for jury duty, must submit a copy of the notification to his/her supervisor. All employees serving on jury duty will receive paid leave from the district. The District will not be responsible for mileage reimbursement or personal costs associated with serving jury duty. Jury duty stipends and mileage reimbursement payments from the county, state, and/or federal government are to be retained by the employee.

LEGAL REFERENCE:
Idaho Code Section 2-201, et seq.

ADOPTED: 7-19-99

REVIEWED: March 2007

REVISED: April 2007
DEFINITIONS

"Employee" means any person employed by a district, including a person who is a citizen, national, or permanent resident alien.

"Military duty," also referred to as "service in the uniformed services," means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, and a period for which a person is absent from employment for the purpose of performing funeral honors duty.

"Notice" means any written or verbal advance notification by an employee to the district of an obligation or intention to perform service in the uniformed services.

"Veteran," for the purposes of Idaho law provisions, means any person who has served in the active service of the armed forces of the United States during any period of war recognized by the United States Department of Veterans Affairs for the purpose of awarding federal veterans benefits, and who has been honorably discharged from service.

"Uniformed services" means the Armed Forces (active and reserve components of the United States Army, Navy, Marine Corps, Coast Guard, and Air Force); the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service; and any other category of persons designated by the President of the United States in time of war or national emergency.

MILITARY ORDERS AND DISTRICT BENEFITS

A notice containing the rights and benefits available to employees on military duty under the Uniform Service Employment and Reemployment Act (Veterans Benefits Improvement Act of 2004) shall be posted in the district office or other location where such notices are customarily placed.

Any employee who begins military duty pursuant to valid military orders will be placed on leave without pay, except to the extent an employee elects to use accrued vacation or personal leave.

An employee called to military duty may elect to continue group health care coverage for the employee and dependents for the lesser of:

1. The eighteen (18) month period beginning on the date the leave begins;
2. A period of twenty-four (24) months beginning on the date the leave begins, for those employees called to military duty who make such election to continue coverage on or after December 10, 2004; or

3. The day after the date on which the person fails to apply for or return to a position of employment with the district.

The employee may be required to pay not more than one hundred two percent (102%) of the full premium of the plan, except in the case the military duty was less than thirty-one (31) days, in which case the employee shall only be responsible for the employee’s share of the coverage.

Any employee called to military duty and reemployed by the district after the military duty ceased may elect to make contributions to any employer pension benefit plan, not to exceed the amount the employee would have been permitted or required to contribute had the employee remained continuously employed by this district throughout the period of military duty. Military duty will not be counted as time away from the district for retirement purposes.

REEMPLOYMENT RIGHTS

Reemployment rights occur whenever an employee:

1. Leaves his or her position, whether voluntarily or involuntarily, to perform military duty;

2. Has given the district prior notice of the military duty, unless prior notice is precluded by military necessity or is otherwise impossible or unreasonable;

3. Is relieved or discharged from such duty under honorable conditions; and

4. The employee makes application for reemployment as follows:

   a. For military duty which lasted no more than thirty (30) days, the employee must be available to begin work at the first regularly scheduled work day or eight (8) hours after the end of the military duty, plus reasonable commuting time from the military duty state to home.

   b. For military duty that lasted between thirty-one (31) and one hundred eighty (180) days, the employee’s application for reinstatement must be submitted to the district not later than fourteen (14) days after completion of military duty.

   c. For military duty that lasted between one hundred eighty-one (181) days and up to five (5) years, the employee’s application for reinstatement must be submitted not later than ninety (90) days after he or she is relieved from military duty.

   (1) The timelines set forth above may be extended for up to two (2) years in the event the employee is convalescing due to a disability incurred or aggravated during military service.
(2) The two-year period shall be extended by the minimum time required to accommodate circumstances beyond the employee’s control that make reporting within the ninety (90) days impossible or unreasonable.

An employee who fails to report or apply for employment or reemployment within the appropriate time period specified above shall not automatically forfeit the employee’s entitlement to the rights and benefits but shall be subject to the conduct rules, established policy, and general practices of the district pertaining to explanations and discipline with respect to absence from scheduled work.

The cumulative length of the current absence and of all previous absences from employment with the district for military duty may not exceed five (5) years, unless an exception applies.

Employees who meet the above criteria for reemployment will be given the reemployment positions as required by the Uniformed Services Employment and Reemployment Rights Act.

Any employee who is restored to a former position will be considered to have been on leave of absence during his or her period of military duty and will not be discharged from that position without cause as follows:

1. Within one (1) year after the date of such reemployment, if the person’s period of military duty before the reemployment was more than one hundred eighty (180) days; or

2. Within one hundred eighty (180) days after the date of reemployment, if the person’s period of military duty before the reemployment was more than thirty (30) days but less than one hundred eighty-one (181) days.

An employee will not be reinstated if the district is able to show that:

1. The district’s circumstances have so changed as to make reemployment impossible or unreasonable;

2. Reemployment would impose an undue hardship (as defined by federal law) on the district;

3. The prior employment with the district was for a brief, nonrecurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period;

4. Any reemployment is impossible or unreasonable because of a change in the district’s circumstances; or

5. Any accommodation, training, or effort would impose an undue hardship on the district.
LEGAL REFERENCE:
Uniformed Services Employment and Reemployment Rights Act
38 USC Chapter 43, amended by the Veterans Benefits Improvement Act of 2004 (PL 108-454, § 201(a))

ADOPTED:

| AMENDED: March 16, 2009 |

Note: Eligible veterans are entitled to preference in the initial hiring process. See Policy 400.10, entitled "Idaho State Veteran Employment Preference," for details regarding the district's obligation in such cases.
At the beginning of the employment year, all non-certificated employees of the district, who regularly work twenty (20) hours or more per week, and all certificated employees, who work half-time or more per week, will be entitled to sick leave with full pay of one (1) day for each month of service in which they work a majority portion of that month, as projected for the employment year. Employees who work more that 20 hours per week, but less than full-time, will have sick leave prorated but he full-time equivalent (FTE) worked.

"Employment year" is defined as beginning July 1 and continuing through June 30 of the following year. "Month of service" id the individual employee's monthly work schedule for which they are hired.

Sick leave may be used for illness or physical disability of the employee or his/her immediate family, including spouse, children, parents and siblings.

CALCULATION OF SICK LEAVE

Sick leave will be calculated pursuant to the employee’s “month of service,” as a projected at the beginning of the employment year. If it is projected that the employee will work majority portion of the hours for which he/she is normally scheduled during any given month, he/she will be entitled to sick leave for that month. Sick leave benefits will not be credited for those months in which the employee is not projected to work a majority portion of his/her month of service.

Certificated Employees: Sick leave for certificate employees will be calculated by the day or percentage thereof, as defined in the individual employees contract. Additional sick leave may be provided to certificated personnel when the agreement between the district and the local education organization so specifies.

Non-Certificated, Full-Time Employees: Non-Certificated, full-time employees who are scheduled to work 40 hours per week, 12 months per year, will be credited sick leave at the rate of one (1) eight-hour day per month of service. Non-certified, 12 month employees who work less than full-time, but more than 20 hours per week, will be credited sick leave at a rate calculated proportionate to the average hours worked per day.

Non-Certificated, School-Year Employees: Non-Certificated employees who work less than full-time, but more than 20 hours per week, will be credited sick leave at a rate calculated proportionate to the average hours worked per school day for the months of September through June.

NOTICE OF CREDITED SICK LEAVE

Each employee will be credited sick leave for the employment year, and notified of the sick leave benefits to which he/she is entitled at the began of the employment year. Or first day of employment commences during the employment year.
MEDICAL DOCUMENTATION

To protect the district against malingering and false claim of illness, an employee may be required to provide proof of illness, at the discretion of the superintendent or designee. The superintendent or designee may require proof of the employee’s ability to return to work following an illness.

ACCUMULATION OF SICK LEAVE

Unused sick leave will be accumulated from the year, with no limit placed on the total number of days accumulated as provide in the negotiated agreement, as an employee remains continually in the service of this district.

If a new employee has been employed by another district or state educational agency during the year immediately preceding that individual’s accumulated sick leave, will be secured for, and credited to, that new employee.

In no event will that the board compensate an employee for unused sick leave, but the ability of the board of trustees to approve retirement severance pay is not limited or prohibited by this policy.

LEGAL REFERENCE:
Idaho Code Sections
33-1216 through 33-1218
Family Medical Leave Act
29 USC Section 2654
58 CFR 31812 through 31839

ADOPTED: 7-19-99
REVIEWED: 10-13-03
REVISED: Feb, 2007
At the beginning of the employment year, all non-certificated employees of the district, who regularly work twenty (20) hours or more per week, and all certificated employees, who work half-time or more per week, will be entitled to sick leave with full pay of one (1) day for each month of service in which they work a majority portion of that month, as projected for the employment year. Employees who work more than 20 hours per week, but less than full-time, will have sick leave prorated but he full-time equivalent (FTE) worked.

“Employment year” is defined as beginning July 1 and continuing thought June 30 of the following year. “Month of service” is the individual employee’s monthly work schedule for which they are hired.

Sick leave may be used for illness or physical disability of the employee or his/her immediate family, including spouse, children, parents and siblings.

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Sick leave will be calculated pursuant to the employee’s “month of service,” as a projected at the beginning of the employment year. If it is projected that the employee will work majority portion of the hours for which he/she is normally scheduled during any given month, he/she will be entitled to sick leave for that month. Sick leave benefits will not be credited for those months in which the employee is not projected to work a majority portion of his/her month of service.

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MEDICAL DOCUMENTATION

To protect the district against malingering and false claim of illness, an employee may be required to provide proof of illness, at the discretion of the superintendent or designee. The superintendent or designee may require proof of the employee’s ability to return to work following an illness.

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Unused sick leave will be accumulated from the year, with no limit placed on the total number of days accumulated as provide in the negotiated agreement, as an employee remains continually in the service of this district.

If a new employee has been employed by another district or state educational agency during the year immediately preceding that individual’s accumulated sick leave, will be secured for, and credited to, that new employee.

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   33-1216 through 33-1218
Family Medical Leave Act
   29 USC Section 2654
   58 CFR 31812 through 31839

ADOPTED: 7-19-99
REVIEWED: 10-13-03
REVISED: Feb, 2007

SECTION 400: PERSONNEL ©2006 Eberharter-Maki & Tappen, PA
PAYROLL deductions for personal absences not specifically authorized in Kamiah Joint School District No. 304 policies will be calculated on the basis of the individual's prorated salary for each day absent.

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LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED:
7-19-99
Vacation is only earned by full-time employees who work twelve (12) months per year. After twelve (12) months of continuous employment with the district, full-time employees are entitled to ten (10) paid vacation days per year.

Full-time employees who have ten (10) continuous years of uninterrupted employment with the district will earn fifteen (15) days of vacation with pay per year.

For the purpose of earning vacation leave, the work year will begin July 1 and ends June 30. Vacation leave must be taken within one (1) year of the end of the work year in which it is earned. Vacation leave will not accrue from one year to the next.

Non-certificated employees of Kamiah Joint School District No. 304 must obtain pre-approval for vacation leave from his or her immediate supervisor. Requests for vacation should be submitted at least two (2) weeks prior to the proposed date. The superintendent and district supervisors will establish a vacation schedule for all personnel. Vacations should be taken during the summer or other school breaks; requests for vacation during the school year may be denied.

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LEGAL REFERENCE:
Idaho Code Section 33-511

ADOPTED:
7-19-99
Employees of Kamiah Joint School District No. 304 who will be absent from work must notify his or her supervisor and follow the superintendent's procedure so that an appropriate substitute can be secured. An employee may request a specific substitute. While supervisors may give some consideration to the employee's request, the final selection of a substitute will be made by the administration.

Employees are expected to give two (2) weeks written notice of the anticipated absence, except in the case of an emergency. When an emergency does occur, the employee should provide notice of the absence as soon as reasonably possible.

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LEGAL REFERENCE:
Idaho Code Section 33-511

ADOPTED:
7-19-99
Full-time, (employed twenty (20) or more hours /week ) employees of Kamiah Joint School District No. 304 will be granted Bereavement Leave for death in the immediate family (spouse, children, siblings, parents, grandparents, grandchildren, equivalent relationships, in-laws, and the same members of the spouse’s family) not to exceed five (5) days at any one time. The number of days allowed will be determined by the superintendent based upon circumstances involved. Upon approval of the superintendent, one (1) day of Bereavement leave may be allowed for death of any other relative.

If more than five (5) days are needed for immediate family bereavement, accumulated sick leave may be utilized.

LEGAL REFERENCE:
Idaho Code Section 33-506
33-513

ADOPTED:
7-19-99
The employees of Kamiah Joint School District No. 304, who are employed on a full-time basis (twenty(20) or more hours per week), are granted three (3) days of paid personal leave each year, provided the employee adheres to the following requirements:

1. Except in emergency, as determined by the superintendent or designee, the employee must give his/her supervisor twenty-four (24) hours advance notice of the request for leave.

2. If the supervisor is unable to obtain a suitable substitute during the absence, the request for personal leave may be denied.

3. Personal leave will not be granted to extend holidays or vacations, unless approved by the superintendent or designee.

4. All personal leave requests, signed by the employee and supervisor, must be forwarded to the district’s administrative offices.

One (1) day of personal leave may be carried over per fiscal year, with a maximum accumulation of two (2) days. [Note: After two (2) years, this would allow employees to have five (5) days of personal leave --- two (2) days carryover plus three (3) days from the current fiscal year.]

Personal leave days may be taken as full or half days at the discretion of the employee. Personal leave will not be deducted from sick leave.

Certificated employees will be paid for unused personal leave at 100% of the certificated substitute rate. Classified employees will be paid for unused personal leave at 100% of the employee’s regular daily hours times the federal minimum wage. The employee needs to make the request by June 1 and the amount will be paid with the June payroll. Employees will automatically be paid for personal leave that they might lose after reaching the maximum number that can be accumulated.

LEGAL REFERENCE:
Idaho Code Sections:
    33-506   33-511
    33-513
ADOPTED:
7-19-99
All employees of Kamiah Joint School District No. 304 are covered by workmen’s compensation insurance for bodily injury or death occurring on the job. Notice of all accidents or injuries, regardless of the extent of injury, must be reported to the employee’s immediate supervisor within twenty-four (24) hours of the incident and after an initial visit to a medical provider, if applicable. The employee supervisor is required to assist the employee in completing the necessary written reports, or completing it on the employee’s behalf if he/she is unable to do so.

If the employee is receiving temporary total or partial disability benefits, the employee may elect to supplement the workmen’s compensation benefits with a portion of his/her accrued sick leave to maintain his/her regular salary. Under no circumstances will the employee be allowed to supplement workmen’s compensation benefits with sick leave in excess of 100% of the salary to which he or she is otherwise entitled.

The employer may request verification of the employee’s inability to work, including, but not limited to, statements from licensed physicians, documentation from the State Insurance Fund, etc. If the district requires an independent evaluation of the employee’s medical condition and ability to work, the district will pay the related costs. The employee is required to cooperate fully with the district in verifying his/her inability to work, including, but not limited to, signing release(s) of information, notifying the district of any change in medical status, etc.

Documentation of payments received as temporary total or partial disability benefits during the relevant pay period must be provided to the district prior to a warrant being drafted for sick leave pay.

LEGAL REFERENCE:
Idaho Code Section 33-1216

ADOPTED:
7-19-99
A certificated employee is any person employed in a teaching, instructional, supervisory, educational administrative, or educational and scientific capacity in Kamiah Joint School District No. 304.

Every person who is employed to serve in this district’s elementary or secondary schools in the capacity of teacher, supervisor, administrator, education specialist, school nurse or school librarian is required to have and to hold a certificate issued under authority of the Idaho State Board of Education. The certificate must be endorsed for the grade, grades or subjects the employee is hired to teach unless a provisional certificate is received from the Idaho State Board of Education.

Each certificated employee is personally responsible for maintaining and renewing his/her teaching certificate and endorsements.

LEGAL REFERENCE:
Idaho Code Sections
33-1001(13)
33-1201
33-1202
33-1204

ADOPTED:
7-19-99
Certificated employees of Kamiah Joint School District No. 304 are required to abide by all applicable statutes, state board of education regulations, policies adopted by the board of trustees, and directives issued by authorized district administrators.

Each certificated employee is responsible for meeting any criteria necessary to maintain a valid Idaho teaching certificate.

Certificated employees are required to enforce rules pertaining to conduct, behavior and discipline as set forth in the policies adopted by the board of trustees and the procedures prescribed by the administration. Consistent with any statute, board policy, or administrative requirement, the certificated employee may adopt any reasonable rule or regulation to control, maintain discipline in, and otherwise govern, the classroom.

All decisions regarding the educational process, including but not limited to curriculum, grading, and discipline, must be reasonable and prudent. Concern for the health and safety of students must be the paramount factor in such decisions.

**LEGAL REFERENCE:**
Idaho Code Section 33-506

**ADOPTED:**
7-19-99
It is the policy of this district that all certificated employees shall adhere to the Code of Ethics for Idaho Professional Educators, as adopted by the State Board of Education, effective March 20, 2004, and any amendments thereto.

DEFINITIONS

1. **Administrative Complaint.** A document issued by the State Department of Education outlining the specific purported violations of Idaho Code Section 33-1208 or the Code of Ethics for Idaho Professional Educators.

2. **Allegation.** A purported violation of the Code of Ethics for Idaho Professional Educators or Idaho Code.

3. **Certificate.** A document issued by the Department of Education under the authority of the State Board of Education allowing a person to serve in any elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse, or school librarian (Section 33-1201, Idaho Code).

4. **Certificate Denial.** The refusal of the state to grant a certificate for an initial or reinstatement application.

5. **Certificate Suspension.** A time-certain invalidation of any Idaho certificate as determined by a stipulated agreement or a due process hearing panel as set forth in Idaho Code Section 33-1209.

6. **Complaint.** A signed document defining the allegation that states the specific ground or grounds for revocation, suspension, denial, or placement of reasonable conditions on a certificate, or issuance of a letter of reprimand (Section 33-1209(1), Idaho Code). The State Department of Education may initiate a complaint.

7. **Conditional Certificate.** Allows an educator to retain licensure under certain stated certificate conditions as determined by the Professional Standards Commission (Section 331209(10), Idaho Code).

8. **Contract.** Any signed agreement between the school district and a certificated educator pursuant to Section 33-513(1), Idaho Code.

9. **Conviction.** Refers to all instances regarding a finding of guilt by a judge or jury; a plea of guilt by Nolo Contendere or Alford plea; or all proceedings in which a sentence has been suspended, deferred, or withheld.

10. **Educator.** A person who holds or applies for an Idaho certificate (Section 33-1001(16) and Section 33-1201, Idaho Code).
11. **Education Official.** An individual identified by local school board policy, including, but not limited to, a superintendent, principal, assistant principal, or school resource officer (SRO).

12. **Ethics Committee.** A decision-making body comprised of members of the Professional Standards Commission, including the chair and vice-chair of the Commission. A prime duty of the Committee is to review purported violations of the Code of Ethics for Idaho Professional Educators to determine probable cause and direction for possible action to be taken against a certificate holder.

13. **Hearing.** A formal review proceeding that ensures the respondent due process. The request for a hearing is initiated by the respondent and is conducted by a panel of peers.

14. **Hearing Panel.** A minimum of three (3) educators appointed by the chair of the Professional Standards Commission and charged with the responsibility to make a final determination regarding the charges specifically defined in the administrative complaint.

15. **Investigation.** The process of gathering factual information concerning a valid, written complaint in preparation for review by the Professional Standards Commission Executive Committee, or following review by the Executive Committee at the request of the deputy attorney general assigned to the Department of Education.

16. **Minor.** Any individual who is under eighteen (18) years of age.

17. **Not-Sufficient Grounds.** A determination by the Executive Committee that there is not-sufficient evidence to take action against an educator’s certificate.

18. **Principles.** Guiding behaviors that reflect what is expected of professional educators in the state of Idaho while performing duties as educators in both the private and public sectors.

19. **Reprimand.** A written letter admonishing the certificate holder for his/her conduct. The reprimand cautions that further unethical conduct may lead to consideration of a more severe action against the holder’s certificate.

20. **Respondent.** The legal term for the professional educator who is under investigation for a purported violation of the Code of Ethics for Idaho Professional Educators.

21. **Revocation.** The invalidation of any certificate held by the educator.

22. **Stipulated Agreement.** A written agreement between the respondent and the Professional Standards Commission to resolve matters arising from an allegation of unethical conduct following a complaint or an investigation. The stipulated agreement is binding to both parties and is enforceable under its own terms, or by subsequent action by the Professional Standards Commission.
23. **Student.** Any individual enrolled in any Idaho Public or private school from preschool through Grade 12.

24. **Sufficient Grounds.** A determination by the Executive Committee that sufficient evidence exists to issue an administrative complaint.

**CODE OF ETHICS FOR IDAHO PROFESSIONAL EDUCATORS**

**Preamble:**

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

**Aspirations and Commitments of Professional Educators:**

1. The professional educator aspires to stimulate the spirit of inquiry in students and to provide opportunities in the school setting that will help them acquire viable knowledge, skills, and understanding that will meet their needs now and in the future.

2. The professional educator provides an environment that is safe to the cognitive, physical, and psychological well-being of students, and provides opportunities for each student to move toward the realization of his/her goals and potential as an effective citizen.

3. The professional educator, recognizing that students need role models, will act, speak, and teach in such a manner as to exemplify nondiscriminatory behavior, and encourage respect for other cultures and beliefs.

4. The professional educator is committed to the public good and will help preserve and promote the principles of democracy. He/she will provide input to the local school board to assist in the board’s mission of developing and implementing sound educational policy while promoting a climate in which the exercise of professional judgment is encouraged.

5. The professional educator believes the quality of services rendered by the education profession directly influences the nation and its citizens. He/she strives, therefore, to establish and maintain the highest set of professional principles of behavior, to improve educational practice, and to achieve conditions that attract highly qualified persons to the profession.

6. The professional educator regards the employment agreement as a pledge to be executed in a manner consistent with the highest ideals of professional service. He/she believes that sound professional personal relationships with colleagues, governing boards, and
community members are built upon integrity, dignity, and mutual respect. The professional educator encourages the practice of the profession only by qualified persons.

**Principle I—Violations of Laws and Statutes:**

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

**Principle II—Professional Relationships with Students:**

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

a. Committing any act of child abuse, including physical and/or emotional abuse;

b. Committing any act of cruelty to children or any act of child endangerment;

c. Committing or soliciting any sexual act from any minor or any student regardless of age;

d. Committing any act of harassment (e.g., sexual harassment) as defined by district policy;

e. Soliciting, encouraging, or consummating a romantic or inappropriate relationship (whether written, verbal, or physical) with a student, regardless of age;

f. Using inappropriate language, including, but not limited to, swearing and improper sexual comments (e.g., sexual innuendoes or sexual idiomatic phrases);

g. Taking inappropriate pictures (digital, photographic, or video) of students;

h. Inappropriate contact with any minor or any student regardless of age using electronic media;

i. Furnishing alcohol or illegal or unauthorized drugs to any student, or allowing or encouraging a student to consume alcohol or unauthorized drugs except in a medical emergency; and

j. Conduct that is detrimental to the health and welfare of students.

**Principle III—Abuse of Alcohol or Drugs:**

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

a. Being on school premises or at any school-sponsored activity, home or away, involving students while possessing, using, or consuming illegal or unauthorized drugs;
b. Being on school premises or at any school-sponsored activity, home or away, involving students while possessing, using, or consuming alcohol;

c. Inappropriate or illegal use of prescription medications on school premises or at any school-sponsored events, home or away;

d. Inappropriate or illegal use of drugs or alcohol that impairs the individual's ability to function; and

e. Possession of an illegal drug as defined in Chapter 27, Idaho Code, Uniform Controlled Substances.

**Principle IV—Honesty and Integrity:**

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

a. Fraudulently altering or preparing materials for licensure or employment;

b. Falsifying or deliberately misrepresenting professional qualifications, degrees, academic awards, and related employment history when applying for employment or licensure;

c. Failure to notify the state at the time of application for licensure of past revocations or suspensions of a certificate or license from another state;

d. Failure to notify the state of past criminal convictions at the time of application for licensure;

e. Falsifying, deliberately misrepresenting, or deliberately omitting information regarding the evaluation of students and/or personnel, including improper administration of any standardized tests (changing test answers, copying, or teaching identified test items, unauthorized reading of the test to students, etc.);

f. Falsifying, deliberately misrepresenting, or deliberately omitting reasons for absences or leaves;

g. Falsifying, deliberately misrepresenting, or deliberately omitting information submitted in the course of an official inquiry and/or investigation; and

h. Falsifying, deliberately misrepresenting, or deliberately omitting material information on an official evaluation of colleagues.

**Principle V—Public Funds and Property:**

A professional educator entrusted with public funds and property honors that trust with a high level of honesty, accuracy, and responsibility. Unethical conduct includes, but is not limited to:
a. Misusing, or unauthorized use, of public or school-related funds or property;
b. Failure to account for funds collected from students or parents;
c. Submitting fraudulent requests for reimbursement of expenses or for pay;
d. Co-mingling of public or school-related funds in personal bank account(s);
e. Using of school computers for a private business;
f. Using of school computers to deliberately view or print pornography; and
g. Deliberate use of poor budgeting or accounting practices.

Principle VI—Compensation:

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

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

Principle VII—Confidentiality:

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

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

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

a. Abandoning any contract for professional services without the prior written release from the contract by the employing school district or agency;

b. Willfully refusing to perform the services required by a contract; and

c. Abandonment of classroom or failure to provide appropriate supervision of students at school or school-sponsored activities to ensure the safety and well-being of students.

**Principle IX—Reporting Breaches:**

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

a. Failure to comply with Section 33-1208A, Idaho Code (reporting requirements and immunity);

b. Failure to comply with Section 16-1605, Idaho Code (reporting of child abuse, abandonment, or neglect);

c. Failure to comply with Section 33-512B, Idaho Code (suicidal tendencies and duty to warn); and

d. Having knowledge of a violation of the Code of Ethics for Idaho Professional Educators and failing to report the violation to an appropriate education official.

**Principle X—Academic Freedom:**

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

a. Any conduct that seriously impairs the certificate holder’s ability to teach or perform his/her professional duties;

b. Committing any act of harassment toward a colleague;

c. Conduct that is offensive to the ordinary dignity, decency, and morality of others;

d. Failure to cooperate with the Professional Standards Commission in inquiries, investigations, or hearings;
c. Using institutional privileges for the promotion of political candidates or for political activities, except for local, state, or national education association elections;

f. Deliberately falsifying information presented to students;

g. Willfully interfering with the free participation of colleagues in professional associations; and

h. Taking inappropriate pictures (digital, photographic or video) of colleagues.

VIOLATION OF THE CODE OF ETHICS FOR IDAHO PROFESSIONAL EDUCATORS

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

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

Upon receipt of an allegation, the Executive Committee of the Professional Standards Commission reviews the circumstances of the case and determines whether sufficient grounds exist to warrant filing a complaint against the individual accused of misconduct. If sufficient grounds are determined to exist, the chief certification officer of the Professional Standards Commission files a formal complaint against the accused. Upon request, a hearing shall be held, and a recommendation shall be made to the Professional Standards Commission. The final decision of the Profession Standards Commission shall be subject to judicial review. Such hearings are held in compliance with Idaho Code Section 33-1209.
LEGAL REFERENCE:
Idaho Code Sections
   33-513
   33-1208(1)(j)
   33-1208A
   33-1209
IDAPA 08.02.02.076 and 08.02.02.077

ADOPTED: January 18, 2010

AMENDED:

*NOTE: The Code of Ethics for Idaho Professional Educators has been adopted by the State Board of Education and sets forth the minimum ethical responsibilities for educators. The district may supplement the Code of Ethics but may not, in any way, diminish the educator’s responsibilities under the State Board of Education Code of Ethics for Idaho Professional Educators.

School districts must be careful, if adding to the Code of Ethics for Idaho Professional Educators, to ensure that educators’ constitutional rights are not violated. School districts may wish to seek legal guidance before supplementing this Code of Ethics. While a school district’s supplemental ethical obligations may result in suspension, leave of absence, probation, or discharge from employment, only violations of the Code of Ethics for Idaho Professional Educators may result in revocation or suspension of an Idaho educator’s certificate, or a letter of reprimand.
All certificated employees of this district, except administrative staff, are eligible for an early retirement incentive through the State of Idaho, so long as they meet the following criteria:

1. The employee has completed a minimum of ten (10) years of continuous full-time certificated employment, which may include time spent on a sabbatical leave in Idaho public school districts at the time of application.

2. The employee is not eligible for unreduced service, early or disability retirement from the Idaho public employee retirement system at the time of application.

3. The employee is fifty-five (55) years old before September 1 of the year the application is made; provided that employees turning fifty-six (56) years old or greater between August 15 and 31, 2000, will be eligible to receive the retirement incentive option percentage provided in this section that reflects their age on August 15, 2000.

4. The employee submits his or her application to the state superintendent of public instruction on or before April 1 of the year of application.

5. The employee is contracted with an Idaho public school district for the entire school year during the year of application and has not been terminated or on a leave of absence for the current or upcoming school year.

6. An otherwise qualified certificated employee who becomes medically unable to work prior to July 1 will be eligible to apply for the early retirement incentive for which the employee would have been eligible retroactive to April 1.

All full-time, qualifying certificated employees who make application with the superintendent of public instruction on the form provided by the Idaho Department of Education will receive as one-time incentive the following amount of the employee's qualifying state salary allocation as set forth in Idaho Code Section 33-1004E:

- At 55 years of age 55% of allocation
- At 56 years of age 50% of allocation
- At 57 years of age 45% of allocation
- At 58 years of age 40% of allocation
- At 59 years of age 30% of allocation
- At 60 years of age 30% of allocation
- At 61 years of age 20% of allocation
- At 62 years of age 20% of allocation
- At 63 years of age and over 0% of allocation

Certificated employees working less than full-time in the application year will have the early retirement incentive payment prorated according to their full-time equivalent (FTE) percentage.
The early retirement incentive for those certificated employees not placed on the experience and education multiplier table (Idaho Code Section 33-1004A) will be calculated using the BA column of the table.

Incentives and the employer’s share of FICA benefits shall be paid by the State Department of Education to the district at which the applicant was last contracted on or before July 31 of the year of application and acceptance.

The early retirement incentive will not be considered salary as defined by the public employees retirement system, Idaho Code Section 59-1302(31), but will be considered additional compensation flowing from the employment relationship and subject to federal and state tax laws.

Any certificated employee receiving an early retirement incentive will not be eligible for future employment with an Idaho school district where such employment would again qualify him or her for participation in the state retirement system.

Any applicant choosing to withdraw their application must notify the state superintendent of public instruction in writing on or before June 20 in the year of application.

LEGAL REFERENCE:
Idaho Code Sections
  33-1004A
  33-1004E
  33-1004G
  59-1302(31)

ADOPTED:

AMENDED:
Employment contracts with certificated personnel of Kamiah Joint School District No. 304 will be in writing and will state: (1) the length of time the contract is in force; and (2) the total compensation for the contract period. The district will use employment contract forms which have been approved by the state superintendent of public instruction.

Employment contracts will be conditioned upon valid certificates being held by professional personnel at the time duties are set to commence in the employment contracts.

CATEGORY 1 CONTRACTS

The board of trustees may offer a Category 1 contract to any first-year certificated employee hired by the district after August 1. A Category 1 contract will be only for the duration of the school year. No further notice will be required by this district to terminate the contract at the conclusion of the contract year.

In the event the district does rehire a certificated individual who received a Category 1 contract with this district during the previous school year, the employee will receive a Category 2 contract during the second year of employment. The first year of employment on a Category 1 contract will apply towards renewable contract status with this district.

CATEGORY 2 CONTRACTS

A Category 2 contract is for new-hires during their first year of employment, those not on a Category 1 contract, and for those remaining employed during their second year. If it is decided by the Board of Trustees not to re-employ a person with this kind of contract at the end of their first or second year, they are entitled to a notice and a written statement of the reasons no later than May 25th. They are not entitled to property rights and a review of the reasons or decision by a board not to re-employ.

CATEGORY 3 CONTRACTS

A Category 3 contract is for employees during their third continuous year. If the work of an employee having a Category 3 contract is found to be unsatisfactory, he/she is entitled to a period of probation of not less than eight weeks. After a probationary period, the Board of Trustees must act on whether the person is to be retained, immediately discharged, discharged at the end of the current contract period, or re-employed at the end of the contract term under a continued probationary status. Notice of whether to employ or not employ must be given by the board no later than May 25th. If the decision is not to re-employ, the notice must contain the reasons. The
employee, upon request, has the opportunity for an informal review of the decision, according to
the parameters or procedures determined by the board.

If a Category 3 employee chooses to request an informal review of the Board's decision not to re-
employ, the request should be made in writing and delivered to the administrative offices of the
District. Upon receipt of the written request the matter should be placed on the Board executive
agenda for discussion.

CERTIFIED PERSONNEL SUPPORT PROGRAM

The support program for Categories 1, 2, and 3 contract employees consists of (1)
administrative/supervisory support, (2) mentoring, (3) peer assistance and (4) staff development.

CONTRACT PERIOD

The district will enter into employment contracts with certificated employees for the upcoming
school year for a period of one hundred ninety (190) days of service, including six (6) paid
holidays.

In the event a certificated employee is temporarily unable to perform the contracted services at
the beginning of an annual contract period, compensation shall not commence until such person
reports for full time employment. Upon reporting for full time employment, the monthly salary
for the employee shall be prorated for the balance of the contract period.

LEGAL REFERENCE:
Idaho Code Sections
33-513
33-514
33-514A
33-515

ADOPTED:

6-18-01
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, in achieving District goals, and to assist with decisions regarding personnel actions. 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 written evaluation to be completed by no later than June 1st 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 or her know that the supervisor is interested in his or 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 or her supervisor; 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 or his or her 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 evaluations are returned for filing by a specified date;
3. Reviewing evaluations for completeness;
4. Identifying discrepancies;
5. Ensuring proper safeguards 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; and
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 is the employee's evaluator and is responsible 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 Evaluations as required; and

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. Parental/guardian and/or student input forms will be made available on the main District webpage. The Board shall determine the manner and weight of parental input, student input, and/or portfolios on the evaluation.

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.

1. Planning and Preparation
A. Demonstrating Knowledge of Content and Pedagogy;
B. Demonstrating Knowledge of Students;
C. Setting Instructional Outcomes;
D. Demonstrating Knowledge of Resources;
E. Designing Coherent Instruction; and
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; and
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; and
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; and
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 or 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.
Communication of Results: Each evaluation shall include a meeting with the affected employee to communicate evaluation results. 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 or she desires. Inform the employee 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 employee sign the evaluation indicating that he or she has been given a copy and initial after supervisor’s comments.

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

Rebuttals/Appeal

Within seven days from the date of the evaluation meeting with their supervisor, the employee 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 employee 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 supervisor within seven days, the supervisor may conduct additional meetings or investigative activities necessary to address the rebuttal/appeal. Subsequent to these activities, and within a period of ten working days, the supervisor may provide the employee with a written response either amending the evaluation as requested by the employee or stating the reason(s) why the supervisor will not be amending the evaluation as requested.

If the supervisor chooses to amend the evaluation as requested by the employee then the amended copy of the evaluation will be provided to, and signed by, the employee. The original amended evaluation will then be forwarded to the Superintendent, or the designee, for review in a sealed envelope, marked Personnel-Evaluation. The supervisor will also retain a copy of the completed form.

If the supervisor chooses not to amend the evaluation as requested by the employee then the evaluation along with the written rebuttal/appeal, and the supervisor’s response, if any, will be forwarded to the Superintendent, or the designee, for review in a sealed envelope, marked Personnel-Evaluation. The supervisor will also retain a copy of the completed evaluation including any rebuttal/appeal and responses.
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.

Legal Reference:  
I.C. § 33-515  Issuance of Renewable Contracts  
I.C. § 33-518  Employee Personnel Files  
I.C. § 33-1001  Definitions  
IDAPA 08.02.02.120  Local District Evaluation Policy

Policy History:
Adopted on: 1-17-2018  
Revised on:
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 expectations 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 1, 2, 3, and/or 4 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 seven 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:**
- I.C. § 33-513 Professional Personnel
- I.C. § 33-518 Employee Personnel Files
- I.C. § 33-1001 Definitions
- IDAPA 08.02.02.121 Local District Evaluation Policy – School Principal

**Policy History:**

Adopted on: 1-17-2018
Revised on:
The Kamiah Joint School District No. 304 Board of Trustees will follow the terms of the negotiated agreement mutually agreed upon by the board and the organization designated to represent the professional employees.

In the event a conflict exists between the negotiated agreement and state or federal law, state or federal law will prevail unless a provision exists allowing the negotiated agreement to prevail.

The board may, without negotiation or reference to any negotiated agreement, take action that may be necessary to carry out its responsibilities due to emergency situations or acts of God.

LEGAL REFERENCE:
Idaho Code Section 33-1276

ADOPTED:
7-19-99
The goal of the Kamiah Joint School District No. 304 Board of Trustees is to provide an educational program of the highest possible standard within the limits of the district’s resources. As success in attaining this goal is dependent in large measure upon the competency of the certificated staff, it is the board’s policy to recruit and select the highest caliber of certificated employees. The superintendent is directly responsible for recruitment and selection of certificated employees. In discharging this responsibility, the superintendent will involve other administrative and certificated staff members as may be practical and effective.

1. Selection of certificated employees will be based on the following:
   a. Training and certification;
   b. Demonstrated professional competency;
   c. Personal characteristics;
   d. Suitability for the position; and
   e. Compatibility with the school district’s philosophy.

2. As vacancies arise, the superintendent will advertise the vacancies in a timely manner on the local and state level, and with other teacher education agencies, as appropriate.

3. The recruitment and selection process will comply with state laws, state board of education rules, and board policy. Recruitment practices will be conducted in a professional manner with utmost regard for the welfare of the district.

4. The superintendent and respective building principal will screen and interview the candidate. Interviews will involve a board member, parent or community member, and a staff member.

5. Upon considering the superintendent’s recommendations, the board will make the final appointment. However, no appointment will be made without the approval of the superintendent and the respective building principal.

Selected applicants must have the appropriate education, credentials and certification for the position, as required by the state board of education.

A newly hired employee shall be given credit for ten (10) years plus one-half of remaining years on the salary schedule for each full year of experience in any school accredited by a recognized accrediting agency.
LEGAL REFERENCE:
Idaho Code Section 33-513

ADOPTED:
7-19-99
A reduction in force may occur when the board determines that it is in the best interest of this district to reduce the number of contracted certificated employees because of a financial emergency, decrease in enrollment, changes in curriculum, reorganization, or consolidation. Nothing herein shall prohibit the board from eliminating particular courses or portions or all of an educational program, or otherwise restructuring the course offerings to meet the educational needs of the students.

If the board determines that it is necessary to reduce the number of certificated staff members on renewable contracts, the board will effect the reductions by implementing this policy after having attempted to reduce the staff to a desired number through attrition, nonreemployment of certificated employees on annual contracts, and/or reassignment.

Staff reduction procedures in this policy will apply only to certificated personnel on renewable contracts. Certificated personnel on annual contracts are not entitled to the rights set forth in this policy.

Staff retention will be based on seniority, certification, and endorsement held at the time of implementation of the reduction in force, as well as according to eligible veterans consistent with this policy. Employees subject to reduction in force under this policy will be presumed to have been performing satisfactorily.

RANKING OF EMPLOYEES

All certificated personnel on renewable contracts will be categorized in all areas of certification and/or endorsement for which they are qualified to teach. Each employee will be ranked by seniority, as set forth below, to determine which employees will be reduced.

All employees in each area of certification and/or endorsement will be assigned a rank based on seniority. Seniority will be determined by the number of days of continuous service in this district from the first contract day of the school term in which the employee was hired. Individuals hired during the course of an ongoing school term will have their seniority determined from the first day of service in the district. Personnel on approved leave will be considered as having remained on continuous service for the purpose of determining seniority. However, the time period in which the individual was on leave will not be counted in the years of total service unless the individual meets the terms set forth in the military leave policy. Those employees hired on a less than full-time basis will have seniority computed proportionately to the term of their contract, i.e., one-half (1/2) time contract equals one-half (1/2) year of service.

Eligible veterans, defined consistently with Idaho Code Section 65-501, et seq., will be given preference for any existing position that is not eliminated. If an eligible veteran has the seniority as another certificated employee, the eligible veteran will be retained.

If two (2) or more employees have the same number of days of continuous service to the district, seniority will be determined by the total number of days of contracted service in the district.
In the event seniority for two (2) or more employees is the same, ranking will be determined by the sequential evaluation of the factors set forth below:

1. If two (2) or more employees have the same seniority in the district, the employee with the greatest number of contracted service days in other public or private schools will receive the higher rank.

2. If two (2) or more employees have the same amount of experience in other districts, the employee with the highest educational degree awarded (Bachelors, Masters, Doctorate) will receive the higher rank.

3. If two (2) or more employees have the same educational degree, the employee with the greatest number of college credits will receive the higher rank.

4. If two (2) or more employees have the same number of college credits, rank will be determined by drawing lots.

Seniority, experience, educational degree, and number of credits will be determined by data obtained from the personnel records on file in the district as of the date the board implements the reduction in force policy.

Those employees with the lowest ranking in an area of certification and/or endorsement affected by the reduction in force will be reduced first. Reductions will continue progressively up the ranking as necessary.

COMPETING FOR OPEN POSITIONS

Any renewable contract or Category 3 contract employee affected by the reduction in force will be allowed to compete with other similarly situated employees for any and all positions for which he or she is qualified. Staff members not affected by this reduction in force policy may be reassigned. In the event that an administrative position becomes available in this district while the reduction in force policy is in affect, the board is not obligated to follow the seniority criteria as set forth above, but rather may select an individual it deems to be the most qualified individual for that position.

NOTIFICATION

Employees on a renewable contract who are affected by the implementation of this reduction in force policy will be notified in writing of the non-renewal of their contract not later than the fifteenth (15th) day of May.

RECALL RIGHTS

Any renewable contract employee laid off pursuant to this policy will have recall rights for three (3) calendar years from the effective date of the layoff. Such recall rights or opportunities will also be based upon seniority and will occur in the reverse order of the layoff. When the district determines that a position is available for which an individual is qualified, the district will
attempt to contact the former employee for a period of seven (7) days by person and/or certified mail. The employee will have ten (10) days after being contacted to accept or reject, in writing, the contract offer. If the district is unsuccessful in contacting the employee during the seven (7) days, or if the employee rejects the contract offer, the employee forfeits any future recall rights and the district will offer the position to the next qualified person on the recall roster. It will be the responsibility of each former employee on the recall roster to provide a current mailing address, place of residence, and telephone number, or other means by which to contact the former employee.

The recalled employee will return with no loss of prior service credit placement on the current salary schedule. Any employee who has been recalled is entitled to credit on the salary schedule for any contracted teaching experience gained during the layoff and for additional college course work completed.

CHALLENGING DETERMINATION OF SENIORITY

Any employee wishing to challenge the district’s determination of seniority using the criteria set forth above must file a written challenge within ten (10) days of notification of seniority. The superintendent or designee will review the written objection and the criteria used in making the initial determination. If it is determined that seniority has been appropriately determined, the determination is final. If it is determined that an error was made in calculating seniority, the error will be corrected and any other employee or prior employee adversely affected will be notified of the change.

LEGAL REFERENCE:
Idaho Code Sections
33-514
33-515
65-501


ADOPTED:

AMENDED: 4/19/2015

*Language in text set forth in italics is optional.
Certificated employees of Kamiah Joint School District No. 304 will notify the board in writing as soon as possible, in no case later than July 1, if they do not intend to return to the school district for the next school year.

A certificated employee wishing to submit a resignation or a request for release from contract after the contract form has been signed, will present a written request to the superintendent’s office.

The employee must adequately demonstrate the specific reasons for his or her resignation to the board. The board’s decision, in part, will be determined by the ease with which an acceptable, qualified replacement can be found as identified by the superintendent and the board. In arriving at its decision, the board will consider such factors as:

1. The timeliness of the request or resignation;
2. The reasons given for the request or resignation;
3. The difficulties that might be expected in securing a satisfactory replacement; and
4. The extent to which release or denial of release from the contract will contribute to the welfare of the district.

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
33-1208
33-1209

ADOPTED:
7-19-99
Each certificated employee of Kamiah Joint School District No. 304 is entitled to release time for service on committees and commissions established by the State of Idaho, or established by the legislature, or established by any of the departments or agencies of the State of Idaho.

Each certificated employee will be entitled to five (5) days of release time, and additional time would be allowed at the discretion of the board.

The certificated employee will not lose any salary or other benefits because of release time for service on any committee or commission. The employee will not be required to make up any release time spent in serving on any committee or commission. The amount of any honorarium or compensation received for services on committees or commissions, except actual and necessary expenses, will be deducted from salary otherwise due the certificated employee.

LEGAL REFERENCE:
Idaho Code Section 33-1279

ADOPTED:
7-19-99
A teaching certificate will be suspended by the Idaho Department of Education after receiving a court order finding that a certificated employee:

1. Is ninety (90) days or two thousand dollars ($2,000) in arrears for paying child support;
2. Has failed to comply with a subpoena in a paternity or child support proceeding; or
3. Has failed to comply with an order providing for visitation with a minor child.

The teaching certificate suspension will become final, without additional review or hearing.

A certificated employee, whose teaching certificate is suspended, will be removed from the certificated employee salary schedule and will be paid as a substitute teacher until the school district is notified that the suspension no longer exists, or until the end of the current semester or term, whichever occurs first.

Any certificated employee on an annual or renewable contract, whose teaching certificate has been suspended by court order, or by the Professional Standards Commission, is in violation of the terms of the contract.

The board of trustees will have the discretion to determine whether to retain or dismiss the employee whose teaching certificate is suspended due to failure to maintain a valid teaching certificate.

A certificated employee on an annual contract for the third full year of continuous employment, whose certificate has been suspended, will no longer be considered for a renewable contract since that employee did not have a valid certification in effect for the required duration of time. If the employee remains employed with this district, and the suspension to his/her certificate is lifted, the employee will be treated as a first-year employee for renewable contract purposes.

A certificated employee on a renewable contract, whose certificate has been suspended, may be terminated from employment after receiving a due process hearing, as required by law. The issue to be heard by the board of trustees at the due process hearing under this policy will pertain to whether the employee has a suspended certificate, and is thus not qualified to hold a certificated position in this district.
### Suspension of Teaching Certificate—continued

#### LEGAL REFERENCE:
Idaho Code Sections
- 7-1401 \textit{et seq.}
- 33-513(5)
- 33-514
- 33-515
- 33-1201 \textit{et seq.}

#### ADOPTED:
7-19-99

*Reviewed by the Supervisor of Teacher Education and Certification, Idaho Department of Education.*
The board of trustees will establish a support program for certificated employees who are in their first two (2) years of employment in the profession. The support program will be implemented by the superintendent or designee and will address the following areas: administrative and supervisory support, mentoring, peer assistance, and professional development.

_Documentation regarding the content of the support program, and how it was implemented relative to a specific employee, will be placed in the employee's personnel file._

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LEGAL REFERENCE:
Idaho Code Section 33-512(18)

ADOPTED: January, 2006

REVIEWED:

REVISED:
EMPLOYEES RECEIVING LIMITED CONTRACTS

A limited contract is specifically offered only for the duration of a school year. This district is under no obligation to give further notice to terminate the contract at the conclusion of the contract year. The district is further under no obligation to rehire a certificated employee who received a limited contract.

EMPLOYEES RECEIVING ANNUAL CONTRACTS

When a certificated employee's work is found to be unsatisfactory, a reasonable period of probation will be established by the board. At the end of the probationary period, the board will decide whether the employee is to be retained, immediately discharged, discharged upon termination of the current contract or reemployed at the end of the contract term under a continuing probationary status.

EMPLOYEES RECEIVING RENEWABLE CONTRACTS

Before the board can determine not to renew a contract for reasons of an unsatisfactory report of the performance of any certificated person whose contract would otherwise be automatically be renewed, or to renew the contract of an employee at a reduced salary, the employee will be entitled to a reasonable period of probation.

DISCHARGE OF CERTIFICATED EMPLOYEES

Any certificated employee during the limited contract period, annual contract period or with a renewable contract may be discharged only after the following procedures are met:

1. The superintendent or other authorized administrative officer may recommend the discharge of any certificated employee by filing with the board written notice specifying the alleged reasons for discharge.

2. Upon receipt of the notice, the board, acting through its designee, will give the affected employee written notice of the allegations and the recommendation of discharge, along with a written notice of a hearing before the board prior to any determination by the board.

3. The hearing will be scheduled to take place not less than six (6) days nor more than twenty-one (21) days after receipt of the notice by the employee. The date provided for the hearing may be changed by mutual consent.
4. The hearing will be public unless the employee requests in writing that it be in executive session.

5. All testimony at the hearing will be given under oath or affirmation. Any member of the board, or the clerk of the board, may administer oaths to witnesses or affirmations by witnesses.

6. The employee may be represented by legal counsel and/or by a representative of a local or state teachers association.

7. The chairman of the board or his or her designee will conduct the hearing.

8. The board will cause an electronic record of the hearing to be made, or will employ a competent reporter to take stenographic or steno-type notes of all the testimony at the hearing. A transcript of the hearing will be provided at cost by the board upon request of the employee.

9. At the hearing, the superintendent or duly authorized administrative officer will present evidence to substantiate the allegations contained in the notice received by the board.

10. The employee may produce evidence to refute the allegations. Any witness presented by the superintendent or by the employee will be subject to cross examination. The board may also examine witnesses and be represented by counsel.

11. The affected employee may file written briefs and arguments with the board within three (3) days after the close of the hearing or such other time as may be agreed upon by the affected employee of the board.

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

LEGAL REFERENCE:
Idaho Code Sections
33-513
33-514
33-514A
33-515

ADOPTED:
7-19-99
WORK HOURS

Certificated employees of Kamiah Joint School District No. 304 are required to report for work at least thirty (30) minutes before the beginning of the first class of the school day and remain at the school at least thirty (30) minutes after the end of the last class of school day. Certificated employees who work part time must report to work at least thirty (30) minutes before the beginning of the first class he/she teaches and remain at the school at least thirty (30) minutes after the end of the last class he/she teaches.

Unless an alternative schedule is maintained, certificated employees are required to be in their assigned classroom fifteen (15) minutes before the first bell rings and fifteen (15) minutes after the dismissal bell rings to aid students who may need additional individual assistance.

In addition to regular classes, certificated employees are required to attend staff meetings, parent-teacher conferences and other events, held before, during, or after the school day.

No employees are to leave the school during their work hours except at their designated lunch time without the specific permission of their supervisor or unless their job description requires work away from school.

ADDITIONAL ASSIGNMENTS

As directed by the administration, certificated employees may be appointed to committees and be assigned additional staff work. At the discretion of the administrator, an employee may be relieved of other responsibilities to carry out such additional assignments.

As directed and scheduled by the building principal, certificated employees are required to participate in the supervision of the lunch room, school hallway, playground, etc.

LEGAL REFERENCE:
Idaho Code Section
33-506
33-513

ADOPTED:
7-19-99
When a Kamiah Joint School District No. 304 certificated employee is absent from work for reasons not covered in the professional, sick, or personal leave policies, he or she will forfeit 1/190 of the contract salary for each absent day. The reduction in salary will be reflected in the calculation of pay for the next pay period. Excessive absences without pay may be considered a breach of contract. However, each case will be considered on its own circumstances.

LEGAL REFERENCE:
Idaho Code Section 33-513
Idaho Standard Teacher's Contract

ADOPTED:
7-19-99
Certificated employees of Kamiah Joint School District No. 304 may be assigned responsibility for coaching, directing or otherwise advising extracurricular activities within the school program upon agreement between the employee and administrator. Such extra-duty assignment is defined as an assignment which is not part of a certificated employee’s regular teaching duties. Responsibility for determining qualifications for the position and assigning extra duties is delegated to the Superintendent or designee. Compensation will be paid for the employee’s services as set forth on the supplemental contract and approved by the board.

The assignments of extra duties pursuant to this policy will be made on an annual basis and are limited to the duration of the school year or relevant athletic season as set forth on the supplemental contract. The supplemental contract is separate and apart from an annual, renewable or limited one (1) year contract and must be in a form approved by the state superintendent of public instruction. Employees do not have a property right to the extra duty assignments and are not entitled to automatic reappointment for the next year or season.

If the board does not reissue a supplemental contract to a certificated employee who was last appointed the extra-duty assignment, the board will give written notice to the employee describing reasons for the decision not to reissue. The employee, upon written request to the board, will be entitled to an informal review. The employee must request an informal review within ten (10) days of the date such notice is mailed or hand delivered to the employee. The employee will be given an opportunity to meet with the board in executive session within fifteen (15) days of the date the request for informal review is filed and explain why he/she disagrees with the board’s decision. The employee does not have the right to be represented by an attorney or a representative of the local or state teachers association, present evidence and cross-examine witnesses. The board will notify the employee of its final decision in the matter within fifteen (15) days of the date of the informal review.

In the event no certificated employees are qualified for, and/or apply for, a particular extracurricular assignment, the administrator may accept applications from non-certificated employees and/or other individuals. Any individual who is assigned an extracurricular assignment shall be required to comply with all applicable district policies and IHSAAA regulations, and shall undergo a criminal history check.

LEGAL REFERENCE:
Idaho Code Sections 33-511
33-515

ADOPTED:
7-19-99
It is the policy of the Kamiah Joint School District No. 304 Board of Trustees to have a Professional Development Committee for the purpose of facilitating staff development.

The superintendent will appoint members to the Professional Development Committee to serve for a three (3) year term. Individuals serving on the committee will be selected as follows: two (2) certificated employees; one (1) administrator; one (1) non-certificated staff member; and two (2) community representatives. The committee will select a chairperson, vice-chairperson, and secretary.

The committee will operate pursuant to the following mission statement, goals, objectives, and expected outcomes.

**Mission Statement** - The mission is to develop people: administrators, teachers, employees, parents and students. People are our most valuable resource and we must focus on their growth and development.

**Goals** - The goal of the Professional Development Committee is to maintain an environment where people want to grow.

**Objectives** -
1. Increase the teacher's ability to teach.
2. Increase the administrator's ability to lead and administer.
3. Increase the board's effectiveness in making and applying district policy.

**Expected Outcomes** -
1. Improve student performance.
2. Improve staff self-concept and interpersonal relations.
3. Improve school-community relations.

**Professional Development Plan** -
1. It is the responsibility of the Professional Development Committee to develop a District-Wide Professional Development Plan that will be submitted to the Board in April, for adoption, with implementation for the following school year.

2. The Professional Development Committee will annually conduct a professional development needs assessment study in January. It is intended that the needs assessment will identify the current needs of the district, based upon surveys of patrons and staff. The needs assessment study will then determine which activities would be helpful in meeting the above mentioned objectives and expected outcomes in this policy and be utilized to develop the annual Professional Development Plan.
3. The Professional Development Committee will develop a system for approving and implementing professional development activities at either the individual building level or the district level.

4. The Professional Development Committee will develop an evaluation procedure for professional development activities.

5. The Professional Development Committee will inform the community as to the Professional Development activities.

6. Adequate funding to support the plan should be included in the budget.

Staff Participation and Rewards-

1. Certificated employees will file a personal growth plan annually with the principal, identifying the employee’s long and short term goals.

2. Employees will be rewarded through professional growth and personal satisfaction.

LEGAL REFERENCE:
Idaho Code Section 33-1220

ADOPTED:
7-19-99
This district will follow all requirements set forth in the Fair Labor Standards Act (FLSA). Pursuant to the FLSA, all exempt employees of the district shall be paid a salary and no additional compensation will be paid for hours worked in excess of 40 in a given workweek by an exempt employee. The salary for an exempt employee will be set forth in the annual employment contract.

DEFINITIONS

Exempt Employees- Employees excluded from the overtime provisions of FLSA, including all employees employed in a bona fide executive, administrative, or professional capacity (including any employee employed in the capacity of academic administrative personnel or teacher in elementary or secondary schools) or as computer system analysts, computer programmers, software engineers, and other similarly skilled computer employees. Exempt employees are paid a monthly salary.

Safety Rule of Major Significance- those district policies relating to the prevention of serious danger in the workplace of to other employees.

Salary- a predetermined monetary amount constituting all or part of an exempt employee's compensation.

Workweek- consists of five consecutive days during a seven-day period. In this district, the regular workweek begins at midnight Saturday and ends at midnight the following Saturday, although a regular work schedule is generally based on a Monday through Friday week.

DEDUCTIONS IN SALARY

The district is authorized to take deductions from an exempt employee's salary in the following circumstances:

1. An exempted employee is absent from work for one or more full days for personal reasons, other than sickness or disability, and the employee has no accumulated personal leave.

2. An exempt employee is absent for one or more full days due to sickness or disability (including work-related accidents), and the employee has no accumulated sick leave.

3. An exempt employee violates any safety rule of major significance and the board imposes such a deduction in pay as a disciplinary action.

4. An exempt employee violates district rules or is otherwise disciplined pursuant to Idaho Code Section 33-513, and the board imposes an unpaid disciplinary suspension of one or more full days.
5. The district will not pay exempt employees for any workweek in which they perform no work. The district will pay a proportionate share of an exempt employee’s full salary for the time actually worked in the first and last week of employment, basing the payment on an hourly or daily equivalent of the employee’s full salary for the time actually worked.

6. Exempt employees on unpaid leave, pursuant to the Family and Medical Leave Act, will be paid a proportionate share of their full salary for time actually worked.

7. The district may offset any amounts received by an exempt employee for jury fees, witness fees, or military pay against the salary due for that particular workweek.

8. The district will make other deductions from the exempt employee’s salary, as authorized in writing by the employee or ordered by a court of competent jurisdiction.

When calculating the amount of a deduction, the district may use the hourly or daily equivalent of the exempt employee’s full salary or any other amount proportional to the time actually missed by the employee. A deduction from pay as a penalty for violations of major safety rules may be made in any amount.

It is the intent of this district that all salaried employees are properly compensated. This district will not allow improper pay deductions to occur. In the event an exempt employee feels that an improper pay deduction has occurred, the employee may file a written complaint with the payroll office. The payroll office shall review the matter, and determine whether an improper pay deduction has occurred. In the event it is determined that an improper deduction did occur, the employee shall be reimbursed the proper amount in his/her next regularly scheduled paycheck.

LEGAL REFERENCE:
Fair Labor Standards Act
  29 CRF Section 541, et seq.

ADOPTED: Jun, 06

REVIEWED:

REVISED:

*Language in text set forth in italics is optional.
Non-certificated personnel of Kamiah Joint School District No. 304 are those individuals employed by the district who are not required by law to have a teaching certificate to qualify for the position. Non-certificated personnel include, but are not limited to, the following:

1. Educational assistants;
2. Custodial and maintenance employees;
3. Clerical employees;
4. Lunch room employees;
5. Bus drivers; and
6. Summer maintenance employees.

Non-certificated personnel will be hired based upon their qualifications and are at-will employees. Job specifications and job descriptions will be established by the administration for all positions that require non-certificated personnel.

LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED:
7-19-99
All instructional paraprofessionals hired by the district must be “highly qualified,” meeting the qualifications set forth below.

QUALIFICATIONS OF INSTRUCTIONAL PARAPROFESSIONALS

Every instructional paraprofessional hired by the district, on or after January 8, 2002, must possess the following qualifications:

1. High school diploma or a recognized equivalent; and
2. Associate’s or higher post-secondary degree, or
3. Completed two (2) years of study at an institution of higher education; or
4. Receive a passing score of 460 or higher on the ETS Parapro Assessment.

REQUIRED TRAINING AND EVALUATION FOR ALL INSTRUCTIONAL PARAPROFESSIONALS

The district will train and evaluate all paraprofessionals relative to their job performance based on the 2002 Idaho Paraprofessional Standards and Competencies. If hired prior to January 8, 2002, Title I paraprofessionals must meet the state Competencies by the end of the 2006 school year.

The district must develop and implement a written plan for Title I paraprofessionals hired after the deadline or those working in special education (except those in a Title I school-wide building) to meet the state Competencies within three (3) years of the date of hire.

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

EXCEPTION FOR NON-INSTRUCTIONAL PARAPROFESSIONALS

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
State Department of Education Guidelines at www.sde.state.id.us/sasa/law-paraed

ADOPTED: January, 2006

REVIEWED:

REVISED:
Kamiah Joint School District No. 304 Board of Trustees authorizes the superintendent or designee to recruit and select non-certified personnel. The prospective employees and proposed salaries will be presented to the board for approval.

The following issues will be considered in the selection of non-certified personnel:

1. Training, experience and skill;
2. Demonstrated competency;
3. Suitability for the position; and
4. Personal characteristics.

Temporary, seasonal employees may be hired, by the superintendent, without the board’s approval, if the rate of pay was approved in advance by the board.

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LEGAL REFERENCE:
Idaho Code Section
33-506
33-511

ADOPTED:
7-19-99
The Kamiah Joint School District No. 304 Board of Trustees will establish salary schedules for non-certificated positions in the school system. Following the adoption of any schedule, the administration will use that schedule as a guide in employing and compensating non-certificated employees.

LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED:
7-19-99
A holiday is a specific day of exemption from work granted to full-time non-certificated employees during which said employee will be compensated as if he or she actually worked. Kamiah Joint School District No. 304 non-certificated employees may be eligible for holiday pay for the following holidays: New Year’s Day, Thanksgiving Day, Christmas Day, Memorial Day, Labor Day, and Independence Day.

To be eligible for holiday pay, non-certificated employees must work the work day immediately prior to or following the holiday (excluding Saturdays and Sundays), unless the employee is absent on an approved paid leave.

If an employee is required by his or her supervisor to work on a paid holiday, he or she will receive holiday pay for the time worked at time and a half the employee’s regular rate for that job classification.

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LEGAL REFERENCE:
Idaho Code Section
33-506
33-511

ADOPTED:
7-19-99
Non-certificated employees of Kamiah Joint School District No. 304 are employees-at-will.

The superintendent and supervisory staff are responsible for the continuous evaluation of the district’s non-certificated employees. Evaluations will be scheduled at least annually for each non-certificated employee. If an employee’s performance is determined to be unsatisfactory, the district may take appropriate action, including, but not limited to, issuing a reprimand, placing on probation or leave of absence (with or without pay), reassignment, or termination. However, any employee receiving a less than satisfactory evaluation has no right to a probationary period if the district determines that the employment should be terminated.

Written documentation of each evaluation will be placed in the non-certificated employee’s personnel file. Any and all materials relevant to the evaluation of the employee will be contained in the personnel file. The employee will be provided timely notice of the addition of materials to the personnel file and be given an opportunity to file a rebuttal. The employee’s personnel files will be available for that employee’s review at reasonable times during normal working hours.

If determined to be appropriate by the district, notice of termination of employment will be given in writing and will state the specific reason(s) for dismissal. The provision of such notice is not required, is intended simply as a courtesy to the employee, and does not change the employee’s at-will status.

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**LEGAL REFERENCE:**
Idaho Code Section
33-506
33-517

**ADOPTED:**
7-19-99
This district will follow all requirements set forth in the Fair Labor Standards Act (FLSA). Non-exempt employees covered by the FLSA will be identified and compensated for overtime hours in accordance with this policy. All district supervisors and administrators must ensure that FLSA provisions relating to overtime and hours worked are strictly adhered to, in compliance with federal law.

DEFINITIONS

“Compensatory (comp) time” means time off in lieu of monetary overtime compensation, calculated at one and one-half (1½) hours for each hour worked over forty (40) hours in any one (1) workweek.

“Non-exempt employees” means those employees included in the overtime provisions of FLSA. Additional compensation or compensatory time off will be provided for hours over forty (40) worked during the workweek. Most non-certificated employees are non-exempt employees.

“Overtime hours” means hours worked in excess of forty (40) hours in any workweek, midnight Saturday to midnight the following Saturday.

“Workweek” means five (5) consecutive days during a seven (7) day period. In this district, the regular workweek begins at midnight Saturday and ends at midnight the following Saturday, although a regular work schedule is generally based on a Monday through Friday week.

WORK HOURS

All non-exempt employees shall be scheduled to work forty (40) hours or less per week within the established workweek of midnight Saturday to midnight the following Saturday.

The district is not required by law to provide paid rest breaks. However, regular full-time employees will generally be given the opportunity to take a fifteen (15) minute paid rest break during the middle of the workday, if desired. The supervisor will schedule such breaks so as to not disrupt the workflow. If an employee does not take a rest break during the scheduled time, he or she is not allowed to use this as “make-up time.” An employee may not use the rest break to adjust his or her work hours and come in late or leave early on either a daily or weekly basis.

Non-exempt employees are given a minimum thirty (30) minute unpaid lunch break, which the supervisor will schedule so as to not disrupt the workflow. If required to work during the lunch break, employees will be paid or will receive comp time. Employees must receive supervisor approval before working through a lunch break.
OVERTIME

Non-exempt employees who work in excess of forty (40) hours in any workweek shall be paid one and one-half (1½) times the regular hourly wage or given compensatory time equal to one and one-half (1½) times the overtime hours actually worked, as defined in this policy. Overtime payments or comp time accrual shall be computed on the basis of hours actually worked during a single workweek, as recorded on the employee's timecard. Holidays, vacation, sick leave, emergency leave, and other hours paid but not worked are not hours worked for the purpose of overtime calculation.

Overtime hours shall not be used routinely to complete regular job responsibilities. A non-exempt employee will be allowed to work hours in excess of the employee's scheduled hours only upon the written prior approval of his or her immediate supervisor, except in the case of a documented emergency. In the event of an emergency, the employee must make a reasonable attempt to obtain prior approval from his or her supervisor for the overtime. If prior approval cannot be obtained, the employee must notify the supervisor that excess hours were worked and the nature of the emergency during the employee's next regularly scheduled shift.

Any employee who works unauthorized overtime will be subject to disciplinary action, which may include suspension without pay and/or termination, as determined appropriate.

The supervisor may adjust an employee's work schedule for the remainder of the workweek to prevent the total number of hours for that workweek exceeding the number of hours regularly worked.

The employee must submit verification of the additional hours worked to the supervisor and payroll clerk at the end of each payroll period in which the additional hours were worked.

OVERTIME COMPENSATION

Option A

When non-exempt employees work more than forty (40) hours in a workweek, the district will compensate for overtime hours in the form of comp time. A non-exempt employee may accumulate up to sixty (60) hours of comp time (40 overtime hours x 1.5).

Any overtime accumulated in excess of the sixty (60) hour comp time limit shall be paid as overtime pay. Overtime will be paid at the rate of one and one-half (1½) times an employee's regular rate of pay for each hour worked over forty (40) hours in a workweek, unless an exemption applies.

A pro-rata blended rate will be used as the base rate for those district employees who work in two (2) or more positions with different pay rates.
All comp time must be used within sixty (60) calendar days from the date earned. Comp time not used within sixty (60) calendar days shall be submitted for payment. Any comp time not used by June 30 of each year shall be submitted for payment.

Option B

A non-exempt employee who has worked more than forty (40) hours in a workweek will have the choice of receiving:

1. “Comp time” accruing at the rate of one and one-half (1½) hours for each hour worked over forty (40) hours in a workweek, or

2. Overtime payment at the rate of one and one-half (1½) hours for each hour worked over forty (40) hours in a workweek.

All comp time must be used within sixty (60) calendar days from the date earned. Comp time not used within sixty (60) calendar days shall be submitted for payment. Any comp time not used by June 30 of each year shall be submitted for payment.

Option C

A non-exempt employee who has worked more than forty (40) hours in a workweek will receive overtime payment at the rate of one and one-half (1½) hours for each hour worked over forty (40) hours in a workweek.

RECORDS

All non-exempt employees covered by this policy are required to maintain a daily time log showing actual hours worked and noting the times taken for meal periods. The employee and his or her immediate supervisor must sign the time log on a weekly basis, acknowledging that the work hours set forth are true and accurate. Employees will be compensated for overtime or will accrue comp time based on the completed time log. Failure to maintain accurate logs, or falsification of such logs will be grounds for disciplinary action. No supervisor shall knowingly allow an employee to work unreported overtime to avoid overtime payments.

The district will maintain all payroll records for at least three (3) years. Such payroll records include any documentation (electronic or hard copy) on which wage computations are based, including, but not limited to, timesheets, work schedules, and records of additions to or deductions from wages.
LEGAL REFERENCE:
Fair Labor Standards Act
29 CFR Section 541, et seq.

ADOPTED:

REVIEWED:

REVISED:

*Language in text set forth in italics is optional.*
Kamiah Joint School District No. 304

PERSONNEL

Classified Employment, Assignment, and Grievance

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

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

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

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

The grievance procedure for classified employees shall be the procedure set forth in Idaho Code. Classified employees may file a written grievance alleging a violation of current, written District approved policy, procedure, or employee handbook, a condition or conditions that jeopardize the health or safety of the employee or another, or tasks assigned outside of the employee's essential job functions and for which the employee has no specialized training. However, neither the rate of pay nor the decision to terminate an employee during the initial 180 days of employment shall be regarded as a proper grievable matter.

Cross Reference: 5800P Classified Employee Grievance Procedure

Legal Reference: I.C. § 33-517 Non-Certificated Personnel
I.C. § 33-1201 Certificate Required

Policy History:
Adopted on: 10-23-17
Revised on:
Kamiah Joint School District No. 304

PERSONNEL

Classified Employee Grievance Procedure

Classified employees may file a written grievance alleging a violation of current, written District approved policy, procedure, or employee handbook, a condition or conditions that jeopardize the health or safety of the employee or another, or tasks assigned outside of the employee's essential job functions and for which the employee has no specialized training in strict accordance with the procedure set forth herein. For the purposes of this procedure current, written District policy means the policy in place and approved by the Board as of the date of the incident giving rise to the grievance and not any previous or subsequent policy.

Neither the rate of pay nor the decision to terminate an employee during the initial 180 days of employment shall be regarded as a proper grievable matter.

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

Level 1: Informal

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

Level 2: Administrator

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

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

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

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

If the complaint alleges a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or sexual harassment, the person who received the written grievance shall turn the complaint over to the nondiscrimination coordinator who shall investigate the complaint. The District has appointed nondiscrimination coordinators to assist in the handling of discrimination complaints. The coordinator will complete the investigation and file the report with the Superintendent within thirty (30) days after receipt of the written grievance. The coordinator may hire an outside investigator if necessary. If the Superintendent agrees with the recommendation of the coordinator, the recommendation shall be implemented. If the Superintendent rejects the recommendation of the coordinator, and/or either party is not satisfied with the recommendations from Level 2, either party may make a written appeal within fifteen (15) days of receiving the report of the coordinator to the Board for a hearing.

Level 3: Superintendent

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

Level 4: Hearing Panel

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

Level 5: The Board

The panel’s decision shall be final unless the Board overturns the panel’s decision by resolution at the Board’s next regularly scheduled public meeting. The decision of the Board will be final, unless appealed within forty-two (42) calendar days of the Board’s resolution to overturn the panel’s decision in the district court in the county in which the School District is located.
Procedure History:
Promulgated on: 10-23-17
Revised on:
DEFINITIONS

Grievance is a written allegation of unfair treatment or a violation of district policy by a non-certificated employee.

Working day is, for purposes of this policy, a weekday (Monday through Friday), except those weekdays identified in the approved school calendar as vacation or holidays.

PROCEDURE

1. A non-certificated employee of this district may file a grievance about any matter related to his or her employment, provided that neither the employee's rate of salary or wage nor the decision to terminate the employee for cause during the initial one hundred eighty (180) days of employment will be a proper subject for consideration under this grievance procedure.

2. A grievance must be in writing and received by the employee's immediate supervisor within six (6) working days of the occurrence of the incident giving rise to the grievance. The grievance must state the allegation and the remedies sought.

3. The immediate supervisor will respond, in writing, to the employee within six (6) working days of receipt of a grievance.

4. If the employee is not satisfied with the response of the immediate supervisor, or there is no response within six (6) working days, the employee may appeal the grievance to the superintendent or designee within five (5) working days of the date the response was, or should have been, received.

5. The superintendent or designee will communicate with the non-certificated employee within six (6) working days in an effort to resolve the appeal.

6. Within five (5) working days of communicating with the employee, the superintendent or designee will respond, in writing, to the employee.

7. If the employee is not satisfied with the response of the superintendent or designee, or no response was received, the employee may request a review of the grievance by a panel within five (5) working days of the date the response was, or should have been, received.

8. The board will convene a panel consisting of three (3) persons within ten (10) working days of receipt of the appeal. The panel will consist of one (1) individual designated by the board, one (1) individual designated by the employee, and one (1) individual agreed upon by the two (2) appointed panel members.
9. The panel will meet for an informal proceeding within ten (10) working days from the date it is appointed. Both the non-certificated employee and the superintendent or designee, or their designated representative, will be given an opportunity to present information and arguments, oral or written, relevant to the grievance filed in the matter. The panel may establish time limits for the parties’ presentation of information and argument. The rules of civil procedure and evidence do not apply.

10. The panel will review all relevant facts presented by the parties and will determine whether the employee’s grievance constitutes:

a. Act(s) of unfair treatment by the district; or
b. A violation of district policy.

11. The panel will submit a written decision, setting forth factual findings and conclusions, within five (5) working days following completion of the review to the employee, superintendent, and board. The decision will also inform the parties of the right to appeal to the board.

12. The panel’s decision will be the final and conclusive resolution of the grievance unless either party appeals the panel’s decision to the board of trustees. The written appeal must be received by the clerk five (5) days prior to the next regularly scheduled board meeting. The board will review the panel’s decision and decide, by resolution, to affirm or overturn such decision at its next regularly scheduled public meeting.

13. Either party may, within forty-two (42) calendar days of the filing of the board’s decision, appeal to the district court of this county.

14. Both the employee and district will be entitled to a representative of choice, including legal counsel, at each step of the grievance procedure.

15. The time lines of the grievance procedure set forth in this policy may be waived and modified by mutual agreement.

16. Utilization of the grievance procedure will not constitute a waiver of any right of appeal available pursuant to law or regulation.

17. Neither the board nor any member of the administration will take reprisals affecting the employment status of any party in interest.
LEGAL REFERENCE:
Idaho Code Section 33-517

ADOPTED:

AMENDED:

*Language in text set forth in italics is optional.
Payroll deductions for personal absences not specifically authorized in Kamiah Joint School District No. 304 policies will be calculated on the basis of the individuals's prorated salary for each day absent.

LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED:
7-19-99