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801.0 SELECTION AND ASSIGNMENT

801.1 - Recruitment

An outstanding educational program is dependent upon the employment and retention of the best qualified professional personnel. This will be accomplished by giving careful consideration to qualifications and by providing attractive salary schedules, adequate facilities, and good working conditions. Overall recruitment and selection is the responsibility of the Superintendent, or designee. Factors which influence selection of professional personnel are as follows:

- a. Training and certification
- b. Professional competence
- c. Personality and compatibility
- d. Suitability for the position
- e. Professional attitude

Employment is subject to Board approval.

801.2 - Employment of Personnel

The selection, assignment, promotion, and retention of all personnel shall be determined on the basis of the contribution of each person to the educational program. In the performance of their duties, all personnel shall be expected to show evidence of capable, efficient service to the schools.

801.2.1 – Veteran’s Preference

The District shall give preference in hiring, and in the case a reduction in force, consideration for a retention, to veterans, unmarried widows and widowers of veterans, and the spouse of any veteran who is unable to work in public employment due to a service-connected disability. Such applicants shall be referred to as “preference eligible applicants” throughout this policy.

This preference does not apply to temporary positions or to appointments to the Board.

For the purpose of this policy, “veterans” means any person who has been discharged or released from active duty in the armed forces under honorable conditions who served on active duty for at least 180 consecutive days.

The District shall post this procedure on the District’s website and shall note on all announcements and advertisements of applicable vacancies that preference will be given to preference eligible applicants. Applications for qualifying positions shall ask whether the applicant is claiming veterans’

preference and whether the applicant has previously claimed such a preference. The form shall also indicate what documentation is required to confirm veteran status.

Any application for a position submitted by a preference eligible applicant shall be considered, provided it is received before a candidate is chosen to fill the position, regardless of whether the application is received before the deadline to receive applications.

The District shall interview all preference eligible applicants who qualify for the position for which they have applied unless the total number of preference eligible applicants applying for a position exceeds ten.

A preference eligible applicant shall be hired in cases where no other employee is more qualified or there is no articulable reason to select another candidate.

Appeal Process

If an applicant or employee believes they have been denied preference to which they are entitled under this procedure, they may appeal the decision within 35 days of the alleged denial of preference by submitting a written request for appeal to the Board clerk. Such request must include:

1. The applicant or employee's full name and mailing address;
2. A request for either a telephonic or a face-to-face hearing. In the former case, the telephone number where a telephonic hearing may be conducted must be included;
3. The position applied for (if applicable);
4. A brief statement of the applicant or employee's basis of eligibility for a preference;
5. A brief statement of the issues the applicant or employee proposes to raise at the hearing; and
6. Any dates or times the petitioner or the petitioner's attorney cannot be available for a hearing.

The Board shall direct the Superintendent to notify the applicant or employee of the time and date of the hearing and that the Board shall be the presiding officer at the hearing. Such notice shall be provided at least seven days before the hearing and indicate:

1. Whether the meeting will be by phone or in person;
2. The location of the meeting, if it will be held in person. In person meetings may only be held in the city where the position is located unless the parties agree otherwise; and
3. The address to which relevant documents must be sent.

The hearing shall be held within 35 days of receipt of the request unless good cause to extend the hearing is shown by the Board or by the applicant/employee, in which case the hearing must be held within 70 days.

Prior to the hearing, each side shall notify the others of the witnesses they intend to call and provide one another with copies of any documents to be presented. Evidence may be considered or rejected in accordance with IDAPA 21.01.06.103.03.

The applicant or employee may be represented by an attorney, at their own expense, if they chose.

The Board shall issue a written order reflecting its decision on the matter within 35 days of the hearing. The order shall include:

1. Specific findings on all major facts at issue;
2. A reasoned statement in support of the decision;
3. All other findings and recommendations of the Board;
4. A preliminary decision finding that a preference was or was not applied by the public employer as required by Idaho law;
5. The procedure and time limits for filing an appeal to the district court under Section 65-506, Idaho Code.

801.3 - Re-Assignment

The basic considerations in the assignment of professional personnel are the demands and responsibilities of the program of instruction. It is the policy that instructional personnel be assigned on the basis of their qualifications and the needs of the District. The Superintendent has the responsibility for the assignment of all personnel in the schools.

Faculty members may be reassigned or transferred when, in the judgment of the Superintendent, or designee, the move will result in increased effectiveness in the classroom, or to meet district/building staffing needs. Reassignment can be initiated by a teacher seeking transfer, by the principal/supervisor of the teacher, or by the Superintendent or designee.

Professional vacancies within the District will be posted on the District's website as they become available.

A written request for reassignment shall be submitted to the Superintendent not later than January 15th preceding the next school year.

The request will be studied and evaluated by the Superintendent and any other administrative personnel who would be involved in the transfer.

The Superintendent, or designee, will approve or disapprove the request, in writing to the applicant, at the earliest possible date.

Transfer or reassignment may be made at any time because of extenuating circumstances or emergencies. Teachers facing involuntary transfers will be apprised in a conference and in writing of the reasons why such a transfer is in order.

When the Board reassigns an administrative employee to a non-administrative position, the employee shall be entitled to an informal review.

801.4 – Employing Retired Teachers and Administrators

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

1. The District may employ certificated teachers and administrators who are receiving retirement benefits from the public employee retirement system of Idaho (PERSI) for positions requiring such certification. Said employees are hereinafter referred to as “retiree” or “retirees”.

These employees shall be employed on a Standard Retired Teacher Contract or Standard Retired Administrator Contract form that has been approved by the State Superintendent of Public Instruction.

2. Any employment contract between the District and retirees shall be separate and apart from the collective bargaining agreement or master agreement between the District and the local teachers association.
3. Retirees employed consistent with this policy and State law shall accrue one (1) day per month of sick leave. No annual sick leave shall be accumulated unless additional sick leave has been negotiated between each individual retiree and the District at the time of employment. Sick leave accrued under Idaho Code § 33-1004H does not qualify for unused sick leave benefits under Idaho Code § 33-1228.
4. The District will provide health insurance and life insurance benefits for retirees hired consistent with the policy for non-retired certified personnel.
5. The District shall not employ certificated teachers and administrators who receive or received benefits under the previously existing early retirement program provided in now repealed Idaho Code 33-1004G.

6. Retirees who qualify to be rehired are those who have:
 - a. Retired at age 60 or older with an original retirement date after 7/1/2017 or retired at age 62 or older with an original retirement date between 7/1/2015 and 6/30/2017.
 - b. Working as an “administrator or teacher” defined by the Idaho State Board of Education at the time of retirement.
 - c. Never received an early retirement incentive (ERIP).
 - d. Bona fide termination in service. There must be a true termination of service between the employer and the employee where the employer/employee commitment has completely ended.
 - e. Is receiving an unreduced PERSI retirement benefit.
 - f. Must return to employment as an at-will employee with a school district in positions requiring Instructional Staff Certification or Pupil Service Staff Certification.
 - g. ABSOLUTELY NO promise, agreement, offer of work, or prearrangement of future employment prior to initial PERSI retirement payment.

801.5 - Affirmative Action Policy Statement

The Board of Trustees of School District #91 commits itself to an Affirmative Action Program that will provide for equal opportunity in educational programs, delivery of services and employment practices. The intent of the program is to insure equal educational opportunity to all students within the district and to insure equal treatment of employees in recruitment, employment, training, promoting, and other personnel practices. The district Affirmative Action Program focuses on all students and employees in the district with a particular focus on racial and ethnic minorities, women, disabled and older persons.

Policy History:

Adopted: 10/09/2019

Revised: 10/09/2019
05/17/2017
06/28/2011

Reviewed: 09/11/2019
03/08/2017

802.0 - EMPLOYMENT PROCEDURES

802.1 - Appointment Procedure

The Superintendent of Schools shall recommend and the Board of Trustees shall consider for approval all personnel on the basis of the qualifications.

802.2 - Mandatory Medical Examinations

In the event the Superintendent has reasonable grounds to believe that a teacher is suffering from physical or mental illness and that such illness impairs the ability of the teacher to perform his/her contract responsibilities, the Superintendent may require the teacher to secure a physical or mental examination and obtain a written medical certificate to be submitted to the Office of the Superintendent. This information shall remain confidential.

802.3 - Recording Credits

In-service and college credits accrued by each teacher shall be recorded by September 15th of each year in the personal records of each teacher on file in the District Administration office. Salary adjustments for the current year for such credit will not be made after that date. Each teacher will be responsible for furnishing evidence substantiating his earned credits and for reporting changes in degree status. Extenuating circumstances will be given individual attention. (See language in Negotiated Master Contract)

Policy History:

Adopted: 05/17/2017

Revised: 04/12/2017

Reviewed: 03/08/2017

803.0 - COMMUNICABLE DISEASES

803.1 - Statement of Policy

It is the intent of the Board of Trustees of Idaho Falls School District #91 to attempt to protect students and employees from exposure to diseases while they are attending school or actively working for the school district. Staff members are encouraged to wear protective gloves when handling any bodily fluids in the performance of their duties. Students and school district employees who have, or are suspected of having, a communicable disease shall be dealt with according to the rules listed below.

803.2 - Definition of Communicable Diseases

For purposes of this policy, the definition of “communicable diseases” shall be the one established by the Idaho State Department of Health (SDH), and shall include, but not be limited to, those contagious diseases reportable to SDH.

803.3 - Suspicion of Disease

If a school district employee has reason to believe a student or another school district employee has a communicable disease as defined in the section above he/she shall immediately report this information to his/her immediate supervisor or to the Superintendent of Schools. If the supervisor who receives such a report believes that this information is accurate, he/she shall report to the school nurse who shall then notify the SDH, and the Superintendent of Schools if not previously notified.

803.4 - Appointment of Health Review Team (HRT)

The Superintendent of Schools shall appoint a Health Review Team (HRT) for the purpose of reviewing the cases of employees and students having, or suspected of having, a communicable disease. The HRT shall consist of an administrator, the school nurse, a local physician, and other members as the Superintendent of Schools deems necessary. The affected employee shall be allowed to remain in the classroom or at the work site until the HRT verifies whether the student or employee has a disease. The Superintendent of Schools is authorized to arrange safe placement of the affected employee during the investigation.

803.5 - Confidentiality Requirements

Steps will be taken to protect the confidentiality of any employee with a communicable disease. Therefore, the knowledge that any employee has a communicable disease will be confined to those persons who have a direct need to know as determined by the Superintendent of Schools. Those persons will be provided with appropriate information and made aware of the requirements of confidentiality.

803.6 - Recommendation of Health Review Team

The HRT shall consult with the affected employee’s physician regarding any suspected case of communicable diseases. The HRT shall conclude, within 72 hours after first being informed, its fact finding and report a recommendation to the Superintendent of Schools. After receipt of the above information and recommendations, the Superintendent of Schools shall determine the placement of the affected employee. In the case of an employee where exclusion from the work site is in the best interests of all, the worker is eligible for all leave provisions as are all other school district employees.

803.7 - Possibility of Exclusion Guidelines

In the case of an employee who has a human retrovirus variously labeled Human Immunodeficiency Virus (HIV), and when certain health conditions in the school environment (e.g. measles or chicken pox) which could threaten their health, the physician of the employee will be notified by the school nurse. Exclusion from the classroom or the work place will be at the discretion of the affected employee’s physician.

803.8 - Education Regarding Communicable Diseases

The Idaho Falls School District shall take steps as determined by the Superintendent of Schools to educate parents, students, and school employees regarding communicable diseases and their transmission. Such education would serve to minimize the risk of transmission to others, and to assist efforts to provide the best educational setting for infected students and a safe work environment for infected employees.

Policy History:

Adopted: _____

Revised: _____

Reviewed: 03/08/2017

804.0 – PERFORMANCE EVALUATIONS

We believe teacher performance has the most enduring and consequential influence on students, therefore, the District has a firm commitment to performance evaluation. Every effort will be made to assure that only highly qualified teachers are retained on the staff of School District 91. The primary purpose of evaluation is to enhance the quality of instructional performance, nurture the growth of students of all abilities and support personnel in professional development to facilitate the achievement of District goals.

The District values parental input as a part of the evaluation process. The evaluation form will include a section for input received from parents or guardians.

The evaluation is based upon Charlotte Danielson’s Framework for Teaching and includes, at a minimum, the following general criteria upon which the Professional Practice portion will be based.

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

- Planning and Preparation
- Learning Environment
- Instruction and Use of Assessment
- Professional Responsibilities

Each certificated staff member shall receive one written evaluation completed no later than May 1st, per Idaho Code, for each annual contract year of employment. The evaluation shall include a minimum of two (2) documented observations, one (1) of which shall be completed prior to January 1 of each year. AP 804.0 (see AP ADMINISTRATIVE PROCEDURES folder)

Objectives

The formal performance evaluation system is designed to:

- Provide a framework for professional dialogue that facilitates professional growth and serves as a guide in planning each employee’s professional development.
- Unify teachers and administrators in their collective efforts to educate students.
- Assist in planning personnel moves and placements that will best promote each employee’s capabilities.
- Provide an opportunity for each employee to discuss performance and interests with his/her supervisor.
- Recognize and help reinforce outstanding service.

- Assemble substantiating evidence that a teacher’s performance contributes to the growth of student achievement which serves to guide wage adjustments, promotions, disciplinary action or termination.

Responsibility

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

- Create a plan for ongoing training for evaluators and teachers on the District’s evaluation standards, forms and process.
- Create a plan for ongoing review of the District’s Performance Evaluation Program that includes stakeholder input from teachers, Board members, administrators, parents and other interested parties.
- Create a procedure that identifies the actions, if any, available to the District based on the result of the evaluation.
- Creating an individualized evaluation rating system for how evaluations will be used to identify proficiency and record growth over time with a minimum of four 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; proficient being equal to a rating of 3; and distinguished being equal to a rating of 4.

The **Immediate Supervisor** (Evaluator) is the employee’s “evaluator” and has the responsibility for:

- Ongoing observation and evaluation an employee’s job performance.
- Provide feedback to each employee and to discuss job performance
- Complete performance evaluation as required.
- The individual assigned this responsibility shall have received training in conducting evaluations based on the statewide framework for evaluations within the immediate previous five (5) years of conducting any evaluations.

Action

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.

Communication of Results

Following the evaluation conference, the teacher will be provided a final evaluation report that addresses the professional practice ratings and student achievement rating. The approved evaluation report form will be used for all written evaluations.

Rebuttals/Appeals

The teacher has the option to respond in writing to the evaluation report as per the Negotiated Master Contract.

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. § 33-514

*I.C. § 33-515
I.C. § 33-518
IDAPA 08.02.02.120
IDAPA 08.02.02.120.02
IDAPA 08.02.02.120.03*

*Issuance of Annual Contracts –
Support Programs –Categories of
Contracts – Optional Placement –
Written Evaluation
Issuance of Renewable Contracts
Employee Personnel Files
Local District Evaluation Policy
Professional Practice
Student Achievement*

Policy History:

Adopted: _____

Revised: 12/08/2021
06/10/2014
06/28/2011

Reviewed: 09/09/2015
05/13/2014

Policy 804 – Re-assignment moved to 801.3 on 6/28/2011

805.0 - REDUCTION IN FORCE

It is recognized that the Board has the responsibility to employ and/or maintain the most competent and qualified staff available in the interest of perpetuating the highest quality educational program possible. However, recognizing also that it may become necessary to eliminate certificated staff positions in the following circumstances, this policy is adopted to provide a fair and orderly process should such elimination become necessary.

When, as declared necessary by the Board of Trustees of School District 91, a Reduction in Force (RIF) may be called for reasons including but not limited to the following circumstances:

- a. Decreases in student enrollment
- b. Changes in curriculum
- c. Reduction of programs
- d. Financial limitations of the District

Prior to commencing action to terminate teacher contracts under these procedures, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:

Voluntary retirements
Voluntary resignations
Transferring of existing staff members
Voluntary 1-year leaves of absence

If needed the following procedure will be used in determining who will be subject to a reduction in force. Reductions in force will be calculated at the District level. Retention will not be based on seniority or contract status. Renewable contract employees may be subject to a reduction in force. The Board is not required to place a renewable contract employee or a category 3 contract employee on probation prior to not renewing the contract due to a reduction in force.

Staff identified for a Reduction in Force shall be placed in the pools identified in Employee Categories and curricular areas, and positions will be assigned as available. To ensure that the certificated staff members retained are qualified to implement the educational programs determined by the Board, all certified staff members must possess a valid Idaho State Certificate.

Staff retention will be based on a review of relevant factors including, but not limited to, highly qualified status, certification(s), endorsement(s), leadership roles in the school district, effectiveness in the classroom, as well as eligible veterans' status.

The District will utilize the following process in determining who will be subject to a reduction in force:

1. The Superintendent or Designee will recommend to the Board the category (ies) and/or curricular areas to be reduced. The Superintendent or Designee will

recommend to the Board the number(s) of certificated positions in each category to be reduced, each according to its own state-approved professional practice rubric. The categories include:

- a. Elementary Staff (K- 6)
 - b. Secondary Staff (7-12)
 - i. Middle School Staff Members (7-8) will be considered for retention based on highly qualified status (including but not limited to: math, science, social studies, language arts, music, art, physical education and health, and individual foreign languages (Spanish, French, German, etc.) with all secondary staff members.)
 - ii. A staff member with elementary certification must be highly qualified in a content area to be considered in the secondary pool in that content area.
 - c. Other Teaching Staff:
 - i. Special Education personnel
 - ii. Music K-12
 - iii. Physical Education K-12
 - d. Ancillary Positions based on area of Specialty:
 - i. Pupil Personnel Staff
 - a. Counselors
 - b. Psychologists
 - c. Speech Language Pathologists
 - d. Social Workers
 - ii. Secondary Media Generalists
 - e. Administration
2. Upon approval by the Board, the Superintendent or Designee will assess the qualifications of all certificated employees holding a position in the affected category (ies) using the state-approved professional practice rubrics. AP 805.0 (see AP ADMINISTRATIVE PROCEDURES folder) The individual(s) with the lowest score(s) on the state-approved professional practice rubric will be subject to the reduction in force. The state-approved professional practice rubrics will be communicated to all employees prior to implementation.
 3. The Human Resources Department shall notify all certified employees in a specific category and/or curricular area, in writing, who may be released due to a possible

RIF. With this notification, the Human Resources Department shall provide a copy of the:

- RIF Administrative Procedures
- Specific category and/or curricular area subject to the RIF
- Established point system
- All the steps certified staff should take if they believe that there is an error in their individual ranking.

Legal Reference:

§ I.C. 33-514 Issuance of Annual Contracts

§ I.C. 33-515 Issuance of Renewable Contracts

§ I.C. 33-522 Reductions in Force

Policy History:

Adopted: 05/11/2016
06/25/2002

Revised: 04/13/2016
05/08/2012

Reviewed: 03/09/2016

806.0 - STUDENT TEACHING

The Board recognizes the responsibility of the school system for cooperating with teacher training institutions in the placement of student teachers. The Superintendent and his/her staff are directed to prepare regulations governing the placement of student teachers which will:

1. Provide for placement of student teachers with outstanding teachers who volunteer to serve as their supervisors.
2. Direct that classroom teacher assumes the major portion of teaching time but protect them from excessive supervisory responsibilities toward student teachers.
3. Ensure that students are not overexposed to student teaching, either in one year or during several years, as they progress through school.
4. Ensure placement of student teachers without regard to race, religion, color, sex, creed, or national origin.

If at any time a student teacher becomes unacceptable, the District reserves the right to refuse that student teacher further teaching experience within the District.

AP 806.0 (see AP ADMINISTRATIVE PROCEDURES folder)

Policy History:

Adopted: _____

Revised: 06/28/2011

Reviewed: _____

807.0 - SALARY PLACEMENT SCHEDULE

Placement on the District’s salary schedule is based on qualifying education and experience. The salary schedule is adopted annually by the Board and lists criteria that are used in determining placement. To receive credit for an actual year of experience, a teacher must have taught at least 50 percent of the days in a school year in a full-time assignment.

For new hires, prior experience in the United States or its territories, in grades K-12 in public schools, or state accredited parochial, or private schools, may be accepted as per the Negotiated Master Contract.

Credits for advancement on the salary schedule must be verified by an official transcript from an institution accredited by a nationally recognized accrediting association that is recognized by the State Board of Education per IDAPA 08, Title 02, Chapter 02.012.

Extra pay will be allowed for recognized special services not included in base contracts according to the approved schedules.

Policy History:

Adopted: 05/17/2017
05/09/2006

Revised: 04/12/2017

Reviewed: 03/08/2017

808.0 - BENEFITS

808.1 - Definitions

Benefits are defined to be the accumulation of sick leave, other special leaves as listed in this section, paid holidays, voluntary or involuntary payroll deductions, and insurance coverage offered by the District.

808.2 - Full-Time/Part-Time Assignment

A full-time assignment is an assignment requiring a time commitment of at least 50% of the normal teaching day or 20 or more hours per week for 5 or more consecutive months. All other assignments are considered part-time.

808.3 - Full-Time/Part-Time Certified Employees

A full-time certified employee is one who fills a full-time assignment. Those not meeting these criteria are considered part-time or casual certified employees.

808.4 - Benefit Criteria

All full-time certified employees with a minimum of a .75 FTE contract will receive benefits as defined above and described below. A full time certified employee filling a part-time assignment will not receive additional benefits due to the part-time assignment

808.5 - Payroll Deductions

1. Open Enrollment

Every year the District will hold an open enrollment period from July 15th through August 31st. During this time employees may:

- Change their medical and/or dental insurance coverage without a qualifying event.
- Make application to join the certified or classified sick leave banks
- Enroll in income protection, cancer, intensive care and other insurances.

2. The District shall provide a Cafeteria Plan with a Premium Only Plan and a Flexible Spending Plan. Returning full-time employees must enroll by August 31st each year to be able to participate in the Flexible Spending Plan. New full-time employees may enroll at the time of full-time employment.

3. Federal and State Income Taxes

Federal and state income taxes will be withheld from all compensation received by employees at the established rates and in accordance with the W-4 form completed by the employee. Certain tax sheltered benefits as provided for by law and the District will be allowed.

4. Social Security

Social Security will be withheld from all compensation received by employees at the established rate. Employee's contributions are matched by the District. Again, certain tax sheltered benefits as provided for by law and the District will be allowed.

5. Public Employee's Retirement System

All full-time employees must contribute to the Public Employee Retirement System of Idaho. Amounts will be withheld from all PERSI-eligible compensation received at the established rate. Retirement contributions are sheltered from State and Federal income taxes. The District is required to contribute to Public Employee Retirement System of Idaho based on the established employer rate.

6. Tax Sheltered Retirement Plans

Tax sheltered retirement plans, offered and sold by companies recognized and licensed by the State of Idaho Department of Finance and/or the State of Idaho Department of Insurance and meeting the criteria as established by the Board for payroll deductions are available to employees desiring to shelter their regular income from State and Federal income taxes. Enrollment in these programs and adjustment to existing premiums may be made at any time throughout the year. Employees may also contribute to the Public Employee Retirement System of Idaho 401(k) Choice Plan.

7. Voluntary Contributions for Charity

Employees may elect to contribute to the United Way through payroll deduction.

8. Other Deductions

Other payroll deductions are available for various association dues and insurance programs. Certain criteria set by the Board must be met by programs and/or companies in order to qualify for payroll deduction. Information is available through Human Resources or the Negotiated Master Contract regarding other payroll deductions.

Policy History: Revised: 07/15/2020

Reviewed: 07/15/2020

808.6 - Insurance Coverage

1. Worker's Compensation

As required by law, School District #91 is covered for injuries received by employees during the course of their work for both medical costs and time lost because of industrial related accidents.

An employee who is unable to work due to an industrial accident will not receive salary compensation from the District for those days he/she is unable to work. Such compensation will come from the State Insurance Fund paid directly to the injured employee. In cases where the sums paid

amount to less than what the employee would otherwise have earned, that employee may elect to use his/her accumulated sick leave to compensate for the difference. Sick Leave Bank applications cannot be granted during the period of payment from the State Insurance Fund.

The combination of amounts paid to an injured employee from both State Insurance Fund and from sick leave accumulation are not to exceed the amount paid should the employee never have been absent because of injury.

All evidence of amounts paid from State Insurance Fund must be reviewed by the payroll office prior to approval for the use of sick leave compensation.

2. Medical, Dental, and Life Insurances

These insurance coverage's are provided on a cooperative basis in which the District normally assumes the majority of the cost of the employee's premium for individual coverage.

Provisions have been made so that the spouses and dependents of employees can be covered under these programs. Premiums for these coverage's are borne by the employee and are made through payroll deductions.

New full-time employees have thirty 30 days from date of full-time employment in which to enroll in these programs. If an employee desires coverage under this program, it is his/her responsibility to be sure that they are enrolled. After the initial enrollment period, any employee desiring to enroll or desiring changes in coverage will be subject to an extended waiting period and/or proof of insurability. New arrivals are not subject to these conditions. An employee may cancel coverage at any time subject to the qualifying event restrictions governing premium only plan elections.

808.7 - Legal Support of Teachers/Liability Policy

Sections 6-901 through 6-926 of the Idaho Code provide that all school districts of the State of Idaho are required to provide for the defense and payment of all legal expense for teachers arising out of claims brought against the teachers for damages arising out of negligence, wrongful acts or omissions occurring while teachers are acting within the course or scope of their employment. The law provides that the School District may not be entitled to contribution or indemnification of such expense from the teacher unless a court should find that the act or omission of the teacher was outside the course or scope of employment or included malice or criminal intent. For the purpose of law, there is a rebuttable presumption that any act or omission within the time and place of employment is within the course or scope of employment and without malice.

AP 808.7 (see AP ADMINISTRATIVE PROCEDURES folder)

Policy History:

Adopted: 05/17/2017

Revised: 04/12/2017
06/28/2011

Reviewed: 03/08/2017

808.8 – Lactation/Breastfeeding

Idaho Falls School District 91 supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her newborn child. The provisions of this Lactation Policy meet the requirements of the Fair Labor Standards Act as it relates to breaks for nursing mothers.

For up to one year after the child’s birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her newborn. Employees should contact their building administrator to discuss which room may be used for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record. AP 808.8 (see AP ADMINISTRATIVE PROCEDURES folder)

Policy History:

Adopted: 02/07/2012

Revised: _____

Reviewed: _____

809.0 - LEAVES

809.1 - Sick Leave

Sick leave will be accumulated by all full-time employees at the beginning of their full-time assignment each year based upon the number of days worked per year. Sick leave shall be allowed to accumulate from year to year with no limit.

Employees who use all of their sick leave accumulation and are unable to return to work due to continued illness may apply to the Certified Sick Leave Bank or Classified Sick Leave Bank, if they are a member, for additional sick leave. Membership and the awarding of sick leave grants are subject to the specific rules of the appropriate sick leave bank.

This leave may be used for illness. Its use is not restricted except when the employee uses sick leave for more than seven (7) consecutive days in any year. In that event, the employee must provide the District with acceptable documentation that indicates that the leave is a direct result of personal illness or family illness in the immediate family of the employee or spouse. Additional days beyond the seven (7) consecutive days may be granted upon written request to the Superintendent.

No payments for unused sick leave will be paid to the employee upon termination of employment with the School District. Upon retirement, accumulated sick leave will be converted to a sick leave entitlement benefit in accordance with Idaho Code.

This entitlement may be used to pay for medical, dental and/or life insurance after retirement.

Sick leave cannot be used in advance of being earned. In accordance with Idaho Code, unused sick leave can be transferred between districts if the employee terminates employment with School District #91 to take employment in another Idaho school district. Employees leaving School District #91 should notify the Payroll Department so that a certification of the amount of accumulated leave can be sent directly to the new place of employment.

Proof of illness may be required at any time. The District reserves the right at its own expense, to require additional medical examination of any person requesting leave under provision of this section.

- a. Use of Sick Leave During Pregnancy
The use of sick leave for maternity-related illness will be treated no differently than any other illness.
- b. Premiums for Fringe Benefits While On an Approved Leave Without Pay

If the number of days between the end of the use of paid leave and the return to work by the employee is twenty (20) days, (or three (3) calendar weeks,) or less, then the District will pay all premiums for the insurance programs for the employee. If this time is greater than twenty (20) days, then it will be the responsibility of the employee to pay any insurance premiums if he/she desires to retain the coverage during the time he/she is on leave.

- c. Any teacher desiring maternity, paternity or parental leave must submit a written request to the Superintendent or designee, and receive approval from the same.

809.1.1 Transfer and Acceptance of Sick Leave

Unused sick leave, accrued by incoming certificated employees who were previously awarded such leave through their employment in other Idaho public educational entities, shall be recognized and accepted in accordance with Idaho Code.

809.2 – Professional Leave

Professional Organization: See Negotiated Master Contract between School District No. 91 and the Representative Organization of certificated personnel.

Professional Meetings: Professional leave may be requested by any member of the teaching staff for the purpose of attending professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization, interschool or intra-school visitations, or other appropriate activities. Professional leave may be granted to those teachers who wish to participate in such activities, upon submitting a written request through their building principal not less than one (1) week prior to the professional meeting, outlining the purpose and projected cost of the conference.

Teachers will be compensated for professional leave at their regular rate of pay.

809.3 – Leaves of Absence for Other Reasons

1. Leaves of absence for extended periods of time may be granted from time to time to accommodate special conditions or needs of the staff. Each case will be considered on its own merits and will be subject to the following conditions:
2. The individuals use the time for the purpose stated in their petition for consideration.
3. Leaves of absence shall not exceed one school year. Extensions, if desired, must be sought by re-application.
4. Acceptance of a leave of absence under this policy holds in abeyance accrued benefits for the employee except that if he/she is rehired, he/she will be given credit for prior service and regain all benefits previously accrued.

5. Leaves of absence are granted with the understanding and agreement by the applicant that, notwithstanding any other contractual provisions, reinstatement at the conclusion of the leave of absence will depend upon the availability of funds and a teaching assignment for which he/she is qualified, and that his/her qualifications for the assignment are at least equal or better than the qualifications of any other applicant for the position being sought.
6. Application for the leave of absence and the acceptance of terms of the leave of absence must be expressed in writing by the applicant.
7. The recipient of a leave of absence must notify the District administration of his/her intent to return by March 1st of the next employment year.

809.4 – Considerations For Leave Without Pay

Appreciating the importance of the physical presence of the teacher in the classroom, and recognizing the loss to student achievement when the teacher is absent, there are occasions during the school year when a teacher will request leave for personal reasons beyond the number of days allowed under the terms of the Negotiated Master Contract. Such leave is considered as leave without pay. Unless it is approved by the appropriate administrative authority, it could represent a breach of contract.

It is most difficult to justify a teacher's absence for extended personal reasons to patrons and to colleagues unless the request has an overriding need that cannot be met otherwise. Such requests are generally discouraged for the obvious reasons.

When such leave is considered to be of the utmost importance on the part of the individual, a request must be submitted in writing through the appropriate administrative channels. To be approved, the event that would prompt such a request must be truly unique in nature, relating to something that could not be accomplished outside the scheduled school year, and be a rare occurrence in the tenure of the staff member. Additionally, the timing and duration of the absence must be such that it does not unduly present activities or obligations that cannot be adequately covered or delegated to someone else.

These administrative guidelines would influence the evaluation of any request sent forward and would be used to establish consistency in the decision-making responsibility.

809.5 - Military Leave

All District employees, other than those who are employed on a temporary basis, are entitled to military leave of absence when ordered to active duty for training as members of the Idaho National Guard or any component of the U.S. Armed Forces. Employees who volunteer, are drafted, or are ordered to extended active duty with any component of the U.S. Armed Forces shall be entitled to reinstatement to their former positions or comparable positions if the right is exercised in a timely manner as noted below.

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

Notice to District:

All employees should provide either written or oral notice of upcoming military training to the District as soon as reasonably practical. The employee or an appropriate officer of the branch of military in which the employee will serve may provide the notice. Employees who are ordered for such duty shall provide one copy of their orders to the Superintendent. Notice shall include date of departure and date of return for purposes of military training 90 days prior to the date of departure.

Military Leave for Training or Short Term Duty

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

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

Completion of Military Training

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

Benefits for Uniformed Service Personnel on Active Duty Salary: *(Note: Federal law does not require an employer to pay the salary of an employee on military leave *except as specified in “Military Leave for Training or Short Term Duty” above.*)*

Idaho Falls School District 91 will not pay the employee’s salary while the employee is on active military duty.

Pension and Retirement Plans

Pension and retirement plans are considered a benefit to which reinstated employees are entitled. Normal contributions will continue to be made for service members who are absent and are using paid leave. PERSI members are entitled to credit for military service without making contributions during a military leave of absence.

Medical Insurance

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

Reporting to District Once Military Leave is Complete

The standard military service length and reporting times are:

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

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

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

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

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

Disqualification from Returning to Work

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

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

Reinstatement to Positions after Extended Duty

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

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

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

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

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

Legal Reference:

I.C. § 46-407 Militia and Military Affairs/Reemployment Rights
I.C. § 46-224 Militia and Military Affairs/Entitled to Restoration of Position after Leave of Absence for Military Training
I.C. § 46-225 Militia and Military Affairs/Vacation, Sick Leave, Bonus and Advancement Unaffected by Leave
I.C. § 59-1302 (23) Public Employee Retirement System Definitions USERRA, Title 38, Part 3, Chapter 43 U.S. Code
38 USC §§ 4301 Uniformed Services Employment and Reemployment Act (“USERRA”).
5 USC § 6323 Military Leave; Reserves and National Guardsmen

809.6 – Other Leave

See Negotiated Master Contract between School District No. 91 and the Representative Organization of certificated personnel.

Policy History:

Adopted: <u>10/09/2019</u>	Revised: <u>10/09/2019</u>	Reviewed: <u>09/11/2019</u>
<u>06/14/2017</u>	<u>05/17/2017</u>	<u>04/12/2017</u>
<u>05/17/2017</u>	<u>04/12/2017</u>	<u>03/08/2017</u>
	<u>05/09/2006</u>	

810.0 – INSTRUCTIONAL SUBSTITUTES

The Board and administration recognize that trained substitutes are essential to the uninterrupted educational progress of students. The administration will make every attempt to hire the most qualified substitutes for teachers who are absent from their classrooms.

810.1 - Instructional Substitutes Training and Qualifications

Instructional substitutes will not be assigned to a classroom until they have successfully completed a formal interview, initiated the state-required criminal background check, signed a District Technology Use Agreement, signed an “Expected Behavior” Agreement and completed substitute teacher training as conducted by the District.

810.2 - Long Term Substitutes

An individual substituting on a long-term basis for the same teacher in the same assignment will be paid at the current hourly substitute rate for the first ten (10) days. Beginning with the eleventh (11th) day, and for as long as the individual is substituting for that same teacher in the same assignment, he/she shall be paid at a higher rate.

A long-term substitute will revert back to the regular substitute rate for ten days for any absence other than personal illness, emergency sickness in family, death in family or as excused by the Superintendent or designee. Any absence will not be counted as part of the ten days.

810.3 - Short Term Substitutes

Substitute teachers will be paid by the hour, and substitute teachers who sub often will earn a higher hourly rate as they reach a certain number of hours worked as per the following schedule:

SHORT-TERM SUB RATES	Base Rate	After 100 hours	After 200 hours	After 400 hours	After 600 hours	After 800 hours
Non-certified Sub Teachers	\$10.55	\$10.65	\$10.75	\$11.00	\$11.25	\$11.50
Certified Sub Teachers	\$11.10	\$11.20	\$11.30	\$11.55	\$11.80	\$12.05
Subs for paraprofessionals	\$9.00	\$9.10	\$9.20	\$9.45	\$9.70	\$9.95

Substitute teachers who meet the hours worked threshold will be eligible for the higher rate on the first of the following month. Substitutes who work 80 hours or more each month will receive a \$100 bonus.

810.4 - Special Education Paraprofessionals

Because of the impact the absence of a special education or a one-on-one paraprofessional creates on the classroom and on students’ Individual Education

Programs (IEPs), sub dispatch will be called, and if available, a substitute will be provided when these paraprofessionals are absent.

810.5 - Use of Classified Personnel as Substitutes

Paraprofessionals should not be reassigned as substitutes unless the Substitute Pool has been exhausted.

Policy History:

Adopted: 05/17/2017

Revised: 08/11/2021
05/17/2017
04/12/2017
08/11/2016
06/28/2011
08/11/2021

Reviewed: 03/08/2017

811.0 – PERSONNEL RECORDS

Permanent record will be kept on all certificated and classified personnel. These records shall constitute a chronological and historical record of all data pertinent to the employment history of the employee. Items to be included, but not limited to, are application forms, personal resumes, current payroll deduction authorizations, annual performance data, evaluation reports, and other data deemed pertinent.

811.1 Employment Referrals and Prevention of Sexual Abuse

All employees, contractors, and agents of the District are prohibited from providing any recommendation for employment or otherwise helping an employee, contractor, or agent of the District in obtaining a job if they know or have probable cause to believe the individual has engaged in sexual misconduct with a student or minor in violation of the law.

This prohibition does not include following routine procedures regarding the transmission of administrative or personnel files.

These prohibitions shall not apply to cases in which the alleged misconduct was properly reported to law enforcement and any other authorities required by federal, state, or local law; and

1. The matter was officially closed;
2. The prosecutor or police with jurisdiction over the case investigated the allegations and notified District officials that there is insufficient information to establish probable cause that individual engaged in sexual misconduct with a minor or student in violation of the law;
3. The individual alleged to have engaged in sexual misconduct with a student or minor has been charged with and acquitted or otherwise exonerated of the sexual misconduct; or
4. The case or investigation has remained open and no indictment or other charges have been brought within four years of the date on which the information was provided to law enforcement.

Legal Reference:

20 USC § 7926 Prohibition on Aiding and Abetting Sexual Abuse

Policy History:

Adopted: 10/09/2019
05/17/2017

Revised: 10/09/2019
04/12/2017

Reviewed: 09/11/2019
03/08/2017

812.0 – PROFESSIONAL GROWTH

Teachers shall be expected to continue their educational development during their service in the District schools. It will be the responsibility of each certificated staff member to take classes or participate in workshops or other self-improvement activities sufficient to keep current and maintain the skills required for the professional position.

Policy History:

Adopted: _____

Revised: _____

Reviewed: 03/08/2017

813.0 – PROFESSIONAL RESPONSIBILITIES AND STAFF CONDUCT

Certificated staff members are exempt employees and are financially compensated for the completion of their professional duties. Professional duties include but are not limited to: being present during the scheduled school day; planning and providing instruction; supervision of students; communicating frequently with colleagues, parents and students; participating in faculty meetings and professional development activities; and, contributing to school improvement activities. Refer to AP 813.0 (see AP ADMINISTRATIVE PROCEDURES folder)

Scheduled School Day: Schools have starting times and ending times making it necessary for certificated staff to report to work at a time prior to the arrival of students and to remain at work until after the students have been dismissed for the day. Certificated staff will have a minimum thirty (30) minute daily duty-free lunch. The superintendent or designee is charged with ensuring equitable school schedules and the assignment of responsibilities throughout the district.

Planning: Self-directed planning time should be used for designing instructional activities and assessments; reviewing and analyzing student performance data; reflecting on lesson plans and teaching; collaborating with paraprofessionals; conferring with parents; colleagues and principals; and keeping up to date with developments within the content area taught by the teacher.

To the extent possible, teachers should be given notice (e.g., email, written schedule, etc.) of regular planning time each week. However, principals may periodically-change a teacher's planning time to accommodate various needs within the school.

Communication: School involvement and regular communication are essential in building strong relationships between families and school staff. Schools will provide regular opportunities for parents and patrons to interact with school staff. Parent-Teacher conferences are one means of communicating with parents. Schools will provide an opportunity for scheduled conferences. A parent or the school may request conferences at any time there is a need for additional communication.

Faculty Meetings: One (1) hour per instructional week may be scheduled for building level faculty meetings. It is recommended that these meetings be scheduled on Tuesdays.

Professional Development and School Improvement Activities: Professional Development and School Improvement Activities will be conducted in accordance with federal and state laws.

Definitions:

Certificated Staff: Staff members who are required to hold an Idaho certificate for their position.

Exempt Employees: Employees who, because of their positional duties and responsibilities and level of decision making authority, are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees are expected, by most organizations, to work whatever hours are necessary to accomplish the goals and deliverables of their exempt position. Thus, exempt employees have more flexibility in their schedules to come and go as necessary to accomplish work than non-exempt or hourly employees.

813.0.1 Administrative Process for Employee Telework During Health Emergency

The District recognizes telecommuting as a voluntary work plan, agreed upon between the District and the employee, in which the employee works at an alternative worksite on a regular basis on a specific schedule.

1. Telecommuting is an accommodation and not a District-wide benefit; and it in no way changes the terms and conditions of employment.
2. Not all jobs within the District are suitable for telecommuting/teleworking.
3. The supervisor, in consultation with the Superintendent, will approve or deny telecommuting requests after considering several factors, including, but not limited to the following:
 - A. Whether the position suitable for telecommuting;
 - B. Whether the employee consistently demonstrates work habits that are well suited to telecommuting, including but not limited to self-motivation, self-discipline, the ability to work independently, a demonstrated commitment to effective use of technology, and a demonstrated record of meeting established performance expectations;
 - C. Whether the telework plan meets the needs of students and serves the District's business and operational needs;
 - D. Whether the employee has identified a sufficient basis to require an accommodation through a telework plan;
 - E. Whether the employee demonstrates a commitment to and assurance of providing students and colleagues with reliable, high quality, and efficient/timely service, commensurate with the needs of the District's strategic plan;
 - F. Whether the employee has a plan for overcoming any potential loss of impact on and benefit from personal interactions with colleagues and students; and

- G. Whether the employee has a plan for addressing equity and adequacy of workloads among colleagues?
4. The employment relationship for an employee telecommuting stays the same as for employees not working from an alternative worksite. Compensation does not change, and the employee is expected to follow all existing job requirements, District policies, guidelines, and expectations that are in effect at the work site. In addition, the employee shall honor the following guidelines:
- A. The employee shall be available by phone and e-mail during normal work hours. Absences, including unavailability during work hours, must be pre-approved.
 - B. The employee shall promptly notify the supervisor when unable to perform work assignments due to illness, equipment failure, or other unforeseen circumstances.
 - C. The employee shall alter their schedule to attend mandatory meetings or other events that require a physical presence and/or as needed by the supervisor.
 - D. The employee shall assure the alternative worksite is adequate and safe and has sufficient phone service; a secure internet connection with enough speed to perform work; and that confidential information will be safeguarded.
 - E. The employee shall use, exclusively, the computer and software provided by the District as configured with security software by the District.
 - F. The employee shall have adequate dependent care arrangements in place to ensure the employee's ability to telecommute.
 - G. The employee shall report, at once, to their supervisor any injury that occurs at the alternative site during work hours.
 - H. The employee shall refrain from having in-person meetings or instruction at the alternative worksite unless pre-approved by their supervisor.
5. Supervisors will regularly check employee compliance with telecommuting agreement, relevant policies and guidelines, performance standards, expectations for work products, productivity, and time accountability.
6. Telecommuting plans are subject to change at the discretion of the District.

Policy History: **Adopted:** 08/12/2020 **Revised:** _____ **Reviewed:** _____

813.1 Personal Conduct

Employees are expected to maintain high standards of honesty, integrity, and impartiality in the conduct of District business and are required to comply with and conform to the Idaho law and the Code of Ethics of the Idaho Teaching Profession.

In addition to the conduct enumerated in Idaho law and the Code of Ethics of the Idaho Teaching Profession, an employee should not dispense or utilize any information gained from employment with the District, accept gifts or benefits, or participate in business enterprises or employment which create a conflict of interest with the faithful and impartial discharge of the employee's District duties. A District employee may, prior to acting in a manner which may impinge on any fiduciary duty, disclose the nature of the private interest which creates a conflict. Care should be taken to avoid using, or avoid the appearance of using, official positions and confidential information for personal advantage or gain.

Further, employees should hold confidential all information deemed to be not for public consumption as determined by law and Board policy. Employees shall also respect the confidentiality of people served in the course of the employee's duties and use information gained in a responsible manner. Discretion should be employed even within the school system's own network of communication.

District employees who are contacted by the media should direct such inquiries to either the individual in question or to the Superintendent, his or her designee, or to Communications & Community Engagement Director.

Administrators and supervisors may set forth specific rules and regulations governing an employees' conduct on the job within a particular building.

Personnel Conflict of Interest

It is not uncommon for a District to employ people who are related to one another or romantically involved with one another. However, it is inappropriate for one family member or romantic partner to have direct influence over the other's conditions of employment (i.e., salary, hours worked, shifts, evaluation, etc.).

For the purpose of this policy, family member is defined as spouse, daughter, son, parent, grandparent, grandchild, sister, brother, mother-in-law, father-in-law, daughter-in-law, or son-in-law. Romantically involved is defined as having a romantic relationship (dating for two or more months) or an intimate relationship.

In any case, when employees are unsure about a potential conflict, they should fully disclose the circumstances in writing to their supervisor. If one family member or romantic partner has influence over another family member or romantic partner's conditions of employment, the following should occur:

1. In collaboration with the supervisor, the involved employees will be provided 30 days to make a decision regarding a change. Options include, but are not limited to:
 - A. One employee applying to transfer to another area; or,
 - B. Revising the reporting structure in the department so that one employee no longer has direct influence over the other employee's conditions of employment; or
2. If a decision is not reached by the end of the thirty-day period, the department head, or next level of administrator, will resolve the situation.

Nothing in this policy shall require the Superintendent or Board, in the case when the conflict of interest directly relates to the Superintendent, to transfer an employee to a different position in an effort to avoid a conflict of interest if doing so would not be in the best interest of the District.

Insubordinate Conduct

In the educational setting there are high expectations for employee behavior. This is necessary to ensure effective and efficient operation of the school and to model and reinforce appropriate professional interactions for our students. Accordingly, employees shall treat all administrators, students, and colleagues in an appropriate professional manner.

Employees shall comply with all work-related orders, instructions, and directives issued by a proper authority. Insubordination; manifest disrespect; acts or language which hamper(s) the school's ability to control, manage, or function; displays of unacceptable modeling of rules for students or staff; or any other serious breaches involving improper attitudes or improper action toward persons in positions of authority are just cause for and may result in employee discipline, up to and including possible termination.

Examples of improper conduct include, but are not limited to:

1. Disobeying an appropriate order, instruction or directive of a supervising employee or administrator;
2. Refusing to accept a reasonable and proper work assignment or directive of a supervising employee or administrator;
3. Disputing or ridiculing authority;
4. Exceeding authority; and/or
5. Using vulgar or profane language to a supervising employee or administrator.

Legal Reference:

I.C. § 33-1208 Revocation, Suspension or Denial of Certificate – Grounds

I.C. § 33-1209 Proceedings to Revoke, Suspend or Deny or Place Reasonable Conditions on a Certificate

813.2 - Non-School Employment

Employees shall not engage in any other employment or in a private business during the hours necessary to fulfill appropriate assigned duties.

813.3 - Staff Political Activities

The Board recognizes its individual employees' rights of citizenship, including, but not limited to, engaging in political activities. An employee of the District may seek an elective office, or advocate for or against a political candidate or ballot measure, provided that the staff member does not campaign during instructional times or while they are responsible for other duties, or while they are in settings where they are likely to have contact with students; and provided all other legal requirements are met. "Ballot measure" includes, but is not limited to, bond or levy elections.

No person may attempt to coerce, command, or require a public employee to support or oppose any political committee, the nomination or election of any person to public office, or the passage of a ballot issue.

The District shall not restrict constitutionally protected political speech of employees during non-instructional times in non-student contact settings, such as during duty-free periods in faculty break rooms and lounges during the school day or during afterschool events. Nothing in this section is intended to restrict the right of a District employee to express his or her personal constitutionally protected political views.

No District employee may use public facilities, equipment, including, but not limited to, telephones, fax machines, copy machines, computers, e-mail, etc., or supplies, including, but not limited to, paper clips, staples, pens, pencils, paper, envelopes, tape, etc., that are purchased with public funds for election or political campaigns, private or charitable organizations or foundations, or ballot issues.

No District employee may work on election, political campaigns, ballot issues, or issues dealing with private or charitable organizations or foundations during the work day.

Legal Reference: 5 USC 7321, et seq. Hatch Act

813.4 - Employee Sexual Harassment – Refer to Board Policy 3085 Sexual Harassment, Discrimination and Retaliation and Administrative Procedures

Policy History:

Adopted: 10/09/2019
09/28/1999

Revised: 10/09/2019
06/28/2011

Reviewed: 09/11/2019

813.5 - HARASSMENT COMPLAINT FORM

Name of Complainant: _____

Position of Complainant: _____

Date of Complaint _____

Name of alleged harasser: _____

**Date and Place of
Incident or Incidents:** _____

Description of Misconduct _____

List any witnesses that were present: _____

**Evidence of Harassment,
i.e., letters, photos:** _____

Any other information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

Received by: _____

Date: _____

813.6 - WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

**Date of Testimony/
Interview:** _____

**Description of
Instance Witnessed:** _____

Any other Information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

Received by: _____

Date: _____

814.0 - DRUG AND ALCOHOL FREE WORKPLACE

The abuse of alcohol and/or drugs is a serious threat to the district, its employees and students. Management and employees are equally responsible for maintaining a safe and healthy working environment. For that reason, the district has adopted the following policy:

1. In compliance with the Federal Regulations established by the Drug Free Workplace Act of 1988, the Board of Trustees of District 91 certifies the district will take such steps as are necessary to comply with the Federal Regulations, including but not limited to the following acts:
 - A. Publishing a statement notifying all employees of District 91 that:
 1. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the District 91 workplace.
 2. The possession, consumption, or sale of alcohol on district premises or while on district business is prohibited. (District property includes all facilities, offices, buildings, equipment, automobiles, trucks, vehicles and parking areas, whether owned, leased, used, or under the control of the district.)
 3. Employees under the influence of alcohol and/or a controlled substance which impairs judgment, performance, or behavior while on district premises or on district business will be subject to discipline, including discharge. (“Under the Influence” means being unable to perform work in a safe and productive manner or being in a physical or mental condition that creates a risk to the safety and well-being of the individual, students, employees, the public or district property.)
 4. Employees who report to work under the influence of alcohol and/or drugs will not be allowed to go to their respective workstations or drive themselves home. Either a family member or driving service will be contacted and arrangements will be made to have the employee driven home.
 5. Consuming alcoholic beverages and/or abusing drugs while driving any vehicle for district business is prohibited.
 6. Any employee found in violation of such prohibitions will be placed on probation and required to complete an established drug or alcohol abuse assistance and/or rehabilitation program or may, at the discretion of the Board of Trustees, be dismissed. (Employees who enter an alcohol or drug treatment program as a condition of continued employment will be required to sign a rehabilitation agreement. If an employee drops out of the program or fails to meet any terms of the rehabilitation agreement, he/she will be subject to immediate discipline up to and including termination.
 7. Employees who abuse alcohol and/or drugs off-the-job run the risk of jeopardizing the safety of themselves, their family, the public, and the district. Discipline, up to and including termination, may be imposed whenever such usage interferes with the district’s ability to carry out its responsibilities, or increases its potential liability.
 8. Reasonable accommodation will be offered to employees who admit to an alcohol problem.

9. The district may discipline, discharge, or deny employment to employees whose use of alcohol adversely affects job performance or conduct to the extent that the employees are not qualified to perform the essential functions of their jobs.
- B. Establishing a drug and alcohol free awareness program to inform employees about:
 1. The dangers of drug and alcohol abuse in the workplace.
 2. The Board of Trustees policy regarding maintenance of a drug and alcohol free workplace.
 3. Available drug and alcohol abuse counseling, rehabilitation, and employee assistance programs.
 4. The penalties which may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
 5. The Board of Trustees policy on testing.
 - C. Providing every employee with a copy of the statement described in Paragraph A.
 - D. Notifying every employee in the statement described in Paragraph A that, as a condition of employment, the employee will:
 1. Abide by the terms of the statement.
 2. Notify the district of any criminal drug and/or alcohol statute conviction for a violation occurring in the workplace, no later than five (5) days after the conviction.
 - E. Agreeing to notify the Federal Agency within ten (10) days after receiving notice under subparagraph D.2 from an employee or otherwise receiving actual notice of conviction.
 - F. Taking one of the following actions within 30 days of receiving notice under subparagraph D.2 with respect to any employee who is so convicted.
 1. Taking appropriate action against such an employee up to and including termination, or
 2. Requiring such employee to participate satisfactorily in a drug and/or alcohol abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a Drug and Alcohol Free Workplace through implementation of the above policy.
- II. The district reserves the right to require any employee suspected of alcohol and/or drug abuse to undergo testing. Employees who refuse to be tested will be subject to discipline, up to and including termination. In addition, any employee involved in an accident in a district vehicle must undergo an immediate test. Refusal to do so under those conditions may constitute grounds for discharge. Any employee suspected of

alcohol and/or drug abuse who refuses to submit to urine and/or blood analysis will be removed from district property and be subject to disciplinary action, up to and including termination.

Bus drivers will be subject to mandatory testing in compliance with the regulations of the Department of Transportation (DOT) Controlled Substances and Alcohol Use and Testing as contained in 49 CFR Part 382.

Policy History:

Adopted: 09/28/1999

Revised: _____

Reviewed: _____

815.0 - CODE OF ETHICS FOR IDAHO PROFESSIONAL EDUCATORS

The Board adopts the Code of Ethics for the Idaho Professional Educators adopted by the Professional Standards Commission and approved by the State Board of Education as a code of ethics and rule of conduct expected of all district employees. In addition, the Board declares that the responsibilities of staff members towards the code of ethics and conduct in the community is required and should the staff member violate such code of ethics or rule of conduct compromising the effective ability of the employee to perform his/her professional duties in the district, such violation will be grounds for the termination of the contract/employment.

Policy History:

Adopted: 05/17/2017

Revised: 04/12/2017

Reviewed: 03/08/2017

816.0 - SOLVING PROBLEMS OF MUTUAL CONCERN

Problems of mutual concern shall be reviewed throughout the year by the president of the Representative Organization and the Superintendent to determine the procedural processes to solve these concerns as the need exists. Efforts shall be made to resolve these items in the simplest manner and through the recognized administrative channels.

816.1 - Certified Grievance Policy

The purpose of the grievance policy is to provide a framework within which certified employees may work toward solving problems as they arise and to guarantee fair treatment. It is expected that all parties to a disagreement, complaint or problem will initially attempt to solve such problems at the lowest possible administrative level before filing a formal grievance. The certified employee shall be bound by the established procedures as identified in administrative procedures. All parties shall cooperate with the investigation of any grievance. No reprisals of any kind shall be taken by the Board or the administration or the Representative Organization against any employee because of the employee's participation in this grievance procedure. A grievance may be withdrawn at any level without establishing precedent.

Definitions:

Grievance: A written claim by a certified employee, group of certified employees, or the Representative Organization, that a dispute or disagreement exists involving interpretation or application of the terms of an existing Board policy or practice, or that an employee has been treated unfairly or that there exists a condition which jeopardizes employee health or safety.

Grievant: A certified employee, group of certified employees, or the Representative Organization making the claim.

Days: Reference to "days" regarding time periods in the procedure shall refer to working days.

AP 816.1 (see AP ADMINISTRATIVE PROCEDURES folder)

Policy History:

Adopted: _____

Revised: 06/28/2011

Reviewed: _____

817.0 EMPLOYMENT CONTRACTS

Idaho Falls School District 91 shall contract annually with each certificated employee holding a valid certificate with applicable endorsements. Such contract shall be in a form approved by the State Superintendent of Public Instruction.

Guidelines:

Binding Contract

A contract shall be binding on the District and on the certificated employee and shall not be abridged or abrogated during its term by either party except by mutual consent or as may be provided elsewhere in statutory language or Board policy.

Period of Contract

1. Contracts for certificated staff shall be written for a period not to exceed one year pursuant to Idaho Code Sections 33-514 and 33-515.
2. Contracts for administrators shall be written for a period not to exceed one year, except in those circumstances when the Board elects to enter into a:
 - a. Two (2) year contract with assistant superintendents, directors, principals, or other administrative employees; or
 - b. Three (3) year contract with the superintendent of schools.

Delivery of Contract

Delivery of a contract may be made:

1. In person, acknowledged by a signed receipt;
2. By certified mail, return receipt requested; or
3. Electronically, return receipt requested.

Return of the Contract

1. A person who receives a proposed contract from the District shall have ten (10) days from the date of delivery to sign and return the contract.
2. If the District does not receive a signed contract that was delivered electronically, and has not received an electronic read receipt from the employee, the District shall:
 - a. Resend the original electronically delivered contract to the employee via certified mail, return receipt requested, and
 - b. Provide such individual with a new date for contract return.

Failure to Accept or Acknowledge Receipt

If a person willfully refuses to acknowledge receipt of a contract or the contract is not signed and returned to Human Resources within the designated time period, the Board delegates to the Superintendent/designee the authority to declare such position vacant.

Supplemental Contracts

1. Extra duty supplemental contracts are for an assignment which is not part of a certificated employee's regular teaching duties.
2. Any supplemental contract for extra duties shall be separate and apart from the certificated employee's underlying contract (Category 1, 2, 3, or renewable) and no property rights shall be attached.
3. A written notice of the reasons for non-reissuance of an extra duty supplemental contract shall be provided to the employee.

Legal Reference:

Idaho Code § 33-513 Professional personnel

Idaho Code § 33-514 Issuance of annual contracts – Support programs – Categories of Contracts – Optional Placement

Idaho Code § 33-514A Issuance of Limited Contract – Category 1 Contract

Idaho Code § 33-515 Issuance of Renewable Contracts

Policy History:

Adopted: 04/13/2022

END OF SECTION 800