

# Handbook For

Educational

Support

Personnel

**INDEPENDENT SCHOOL DISTRICT NO. 1**

Lewiston, Idaho

Updated August 2022

Strive ⇨ Achieve ⇨ Succeed ⇨ Go Beyond

# PREFACE

This Handbook is designed to provide employees of the District with an outline of the District's personnel policies, work rules, and benefits. It is only applicable to Educational Support Personnel. It discusses many, but not all, of District **Rules and Regulations** which are applicable to Educational Support Personnel. In the event any conflict between this Handbook and the District **Rules and Regulations** occurs, **Rules and Regulations** will be deemed to govern. A complete set of District **Rules and Regulations** is available on the district's website.

This Handbook has been prepared to provide information to Educational Support Personnel. It is not intended as a complete statement of the employee's rights or responsibilities.

The personnel policies, work rules, and benefits set forth in this Handbook are subject to modification by the Board of Directors of the District as it deems necessary and/or appropriate. The Board of Directors reserves the right at its discretion to modify, rescind, delete, or add to the provisions of this Handbook as well as any of its other personnel policies.

Independent School District No. 1  
is an  
Equal Opportunity Employer/Educational Agency

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## **POINTS OF INTEREST ABOUT THE LEWISTON PUBLIC SCHOOLS**

Although the records indicate that Lewiston had a school as early as 1863, it was not until December 30, 1880, that the District was granted a charter by the Legislative Assembly of the Territory of Idaho. This is one of three such charters now in operation in the State of Idaho which gives certain special privileges to the Directors of the District that other districts do not enjoy.

The first school head was chosen in 1899 when R. N. Wright was named Superintendent to preside over 11 teachers and an enrollment of 331 pupils. A two-year high school enrolled 20 students. The enrollment has now grown to 5,000 students and a staff of over 650 full-time and part-time employees.

Since 1948, seven new elementary schools, two junior high schools, a new high school and other facilities have been constructed. On March 14, 2017, the residents of the Lewiston School District voted to build a new high school in the Lewiston Orchards with an approval rating for this bond levy at 75.4%. The new high school houses grades 9-12 and opened at the start of the 2020-2021 school year. During this same school year, the two junior high schools transitioned into middle schools housing grades 6-8.

The District serves a total population of just under 30,000 people who live in an area of approximately 137 square miles.

## **MISSION STATEMENT OF THE LEWISTON SCHOOL DISTRICT**

The Mission of the Lewiston School District is: Strive... Achieve... Succeed... Go Beyond!

### **PUBLIC RELATIONS**

To the public, you are the school district. No matter what position you hold, people judge the District by your actions and attitudes.

When employees are friendly, helpful, and understanding, a positive feeling about the District is evident.

### **CENTRAL SERVICES**

Central Services hours are posted on the District's webpage. Housed at Central Services are the following:

- Superintendent of Schools: Ext. 3044
- Director of Business Services: Ext. 3040
- Director of Curriculum: Ext. 3046
- Director of Special Services: Ext. 3048
- Director of Student Services: Ext. 3050
- Maintenance Office: Ext. 3084
- Human Resources Supervisor: Ext. 3042
- Custodial Office: Ext. 3005 or 3084
- Curriculum Resource Teachers: Ext. 3066/3068
- Transportation Personnel: Ext. 3093/3094
- IT Office: Ext. 3999
- Food Service Supervisor: Ext.: 3064
- Warehouse Personnel: Ext. 3080

### **RULES AND REGULATIONS**

A copy of the District's Rules and Regulations is available for review in each building, at the District Office or via the District's webpage located at [www.lewistonschools.net](http://www.lewistonschools.net).

The **Rules and Regulations** include: (a) Board of Directors' Governance and Operations, (b) Business and Administration, (c) Community, (d) Personnel, and (e) Students.

## EMPLOYMENT REGULATIONS, GENERAL

### Nature of Employment

Educational support personnel are "at will" employees and are not employed for any specific term or period of time. The "employment period" and other descriptions and terms set forth shall not create a property right for the employee. Terms and conditions of employment are set forth only to advise the employee of when and what type of services will be required by the District so long as employment continues. An "at will" employee may terminate his/her employment or be terminated by the District at any time with or without cause.

The fact that certain employees (such as instructional assistants, cooks, or bus drivers) are hired with the expectation that they will only work for a certain portion of the year does not guarantee employment for a specified term. Instead, it is descriptive of the period of time during which services are needed in that job. No provision of this Handbook should be deemed to constitute a guarantee of continuing employment.

### Employment of Close Relatives

#### **(Rules and Regulations No. 4410.4.A.)**

The Superintendent or designee, upon recommending a close relative (as defined by the Federal Income Tax Regulations) of a present employee of the District, will notify the Board of the relationship. Such employees must have Board approval.

### Health Requirements

#### **(Rules and Regulations No. 4410.4.C.)**

1. The Superintendent or designee may require an employee to submit satisfactory evidence of freedom from infectious or contagious disease if conditions so warrant.
2. All Transportation Department applicants to whom the District intends to offer employment will be required to submit to a drug test as part of the application process prior to being offered employment.

### Drug Testing Requirement

As a condition of employment, all transportation department applicants and employees are required to submit to drug and alcohol testing as outlined in the School Bus Driver Handbook.

In addition, personnel in the Maintenance Department who have a CDL and are expected to operate equipment that require such licensure are required to submit to drug and alcohol testing on a random basis.

## **EMPLOYMENT REGULATIONS, GENERAL** (Continued)

### **Recruitment and Employment** **(Rules and Regulations No. 4410.2.I)**

All persons hired for the first time by the District or after a break in service shall undergo a criminal history check as provided in Idaho Code, 33-130.

#### **Criminal History Check**

As of July 1, 1996, as provided in Idaho Code, 33-130, all new hires and District regular and substitute employees who have been employed for less than five years are required to undergo a criminal check which includes fingerprinting. All designated employees shall be notified by the District and shall be provided with a fingerprint packet from the Personnel Department.

An employee may begin employment before the criminal history check process is completed provided a completed fingerprint card has been submitted to the State Department of Education and this is "in process" as identified by the State Department of Education.. A fee is required of the new hire/substitute along with the approved fingerprint card for submission to the state prior to starting work.

### **DRUG-FREE WORKPLACE POLICY** **(Rules and Regulations No. 4095)**

1. The District recognizes its responsibility to maintain a drug-free workplace. In recognition of that responsibility and in order to be in compliance with the Drug-Free Workplace Act of 1988, District employees are prohibited from performing any function as an agent of the District while under the influence of alcohol or illegal drugs.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance and/or alcohol is prohibited in the District or while the employee is acting as an agent of the District. All unlawful substance-related acts of which the District is aware will be reported to the appropriate law enforcement agency.

2. As a condition of employment, each employee shall abide by the terms of the District's policy respecting a drug-free workplace.
  - A. While the District recognizes drug dependency as an illness and a major health problem, any employee who violates the terms of this policy may be reprimanded, suspended, discharged, or non-renewed in accordance with the provisions of Rules and Regulations and state law.
  - B. All employees will be notified by written statement of the District's policy regarding a drug-free workplace.

### **DRUG-FREE WORKPLACE POLICY** (Continued)

3. The District will provide a drug-free awareness program for employees.
  - A. Such a program will inform employees about the dangers of drug and alcohol abuse, the District's drug-free workplace policy, available counseling, and the penalties for drug violation convictions.
  - B. Such information will be distributed at least annually.
  - C. As a condition of eligibility for reinstatement, an employee may be required to satisfactorily complete a drug rehabilitation or treatment program approved by the Board.
4. Any employee shall notify his/her supervisor of his/her conviction under any criminal drug or alcohol statute for a violation occurring while serving as an agent of the District.
  - A. Such notification shall be provided no later than five (5) days after such conviction.
  - B. Any employee who violates the terms of this policy may be suspended, discharged, or non-renewed in accordance with the provisions of Rules and Regulations and state law.
  - C. Convictions of any criminal drug or alcohol statute while not serving as an agent of the District may fall under this policy.
5. The District will impose sanctions on employees convicted for drug or alcohol activities while serving as an agent of the District.
  - A. Such sanctions will occur within thirty (30) days of receiving notice.
  - B. Such sanctions will include appropriate personnel action up to and including discharge or requiring the employee to satisfactorily participate in an approved drug abuse rehabilitation program.

### **SEXUAL HARASSMENT POLICY** **(Rules and Regulations No. 4098)**

The District is committed to a work environment in which all individuals are treated with respect and dignity and promotes harmonious, productive working relationships. The district believes that discrimination, harassment, and/or retaliation in any form constitute misconduct and undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature. It is the policy of the District that there be no discrimination against any employee or applicant on the basis of gender, sexual orientation and gender identity or expression. Sexual harassment is a violation of the Rules and Regulations, as well as federal law.

## **SEXUAL HARASSMENT POLICY** (Continued)

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- A. Submission to the conduct is made either an explicit or implicit condition of employment, promotion, or status as an employee;
- B. Submission to, or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
- C. The conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

An employee or applicant for employment is deemed to be a victim of sexual harassment if he or she is denied employment, promotion, or other employee benefit, for which he or she is fully qualified, because someone else received preferential treatment in return for sexual favors.

Any employee or applicant who feels he/she has been harassed or discriminated against due to his/her gender, sexual orientation, gender identity or expression should report such incidents to his/her supervisor or principal, Human Resources, Title IX Coordinator or Superintendent or any member of the administration without fear of reprisal. Every effort will be made to maintain confidentiality. These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to the District (e.g., an outside vendor, consultant or customer).

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace including business trips, business meetings and business-related social events.

If the complainant is not satisfied with the District's decision, the following agencies are available for filing potential sexual harassment complaints.

Idaho Human Rights Commission  
1109 Main Street, Suite 400  
P.O. Box 83720  
Boise, ID 83720-0040  
Phone: (208) 334-2873

The Equal Employment Opportunity Commission  
909 First Avenue, Suite 400  
Seattle, WA 98104-1061  
Phone: (800) 669-4000

Any supervisor or employee of the District who has been found by the District, after appropriate investigation, to have sexually harassed another employee will be subject to disciplinary action up to and including discharge.

In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the harassment and the context in which the alleged incidents occurred

## **SEXUAL HARASSMENT POLICY** (Continued)

will be investigated. The Title IX Coordinator and/or designee has the responsibility of investigating and resolving complaints of sexual harassment.

The District considers sexual harassment to be a major offense that can result in the suspension or discharge of the offender. The District recognizes that the question of whether or not a particular action or incident is the result of a personal or social relationship and not one involving discriminatory employment requires a factual and thorough investigation. The District further recognizes that false accusations of sexual harassment can have serious effects on men and women; therefore, false accusations of sexual harassment will be considered serious acts of misconduct and subject to disciplinary action up to and including discharge. All investigations regarding sexual harassment will be conducted with as much discretion as possible and still allow all the facts to be obtained.

The District prohibits retaliation of any kind against an individual who, in good faith, reports harassment and/or discrimination or assists in investigating such complaints. Retaliation is a serious violation of this policy and will be subject to disciplinary action up to and including discharge. If an employee feels he/she has been subjected to any form of retaliation, the employee should report that conduct to his/her immediate supervisor or principal, Human Resources, Title IX Coordinator, Superintendent or any member of the administration without fear of reprisal. Every effort will be made to maintain confidentiality.

## **NONDISCRIMINATION POLICY** **(Rules and Regulations No. 4170)**

### **1. EQUAL OPPORTUNITY POLICY STATEMENT**

The Independent School District is an equal opportunity employer. In accordance with anti-discrimination laws, the District prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability or genetic information. Additionally, the district will take action to employ, advance in employment and treat qualified Vietnam-era veterans, disabled and all other veterans protected by federal and state law without discrimination in all employment practices.

The policy of equal employment and anti-discrimination applies to all aspects of the relationship between the District and its employees, including:

- Recruitment
- Employment
- Promotion
- Transfer
- Training
- Working conditions
- Wages and salary administration
- Employee benefits and application of policies

Any employee or applicant who feels he/she has been discriminated against or harassed should report such incidents to his/her supervisor or principal, Human Resources, Assistant

## **NONDISCRIMINATION** (Continued)

Superintendent, or Superintendent or any member of the administration without fear of reprisal. Every effort will be made to maintain confidentiality. These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to the District (e.g., an outside vendor, consultant or customer).

The District forbids retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies or participates in an EEO agency proceeding

### **2. HARASSMENT POLICY**

The District prohibits harassment, including sexual harassment, of any kind, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker or any person working for or on behalf of the School District. Verbal taunting (including racial and ethnic slurs) that, in the employee's opinion, impairs his or her ability to perform his or her job is included in the definition of harassment.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, gender identity or expression, age, body, pregnancy, disability or appearance, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, gender identity or expression, pregnancy, appearance, disability, marital or other protected status.

### **3. COMPLAINT PROCEDURE**

Complaints by employees, students or other persons alleging illegal discrimination or harassment by this District, its employees, or third parties in any of the District's public facilities, programs or activities based on race, color, religion, sex, national origin, religion, age, disability or genetic information may be filed as follows:

#### **A. FILING A CIVIL RIGHTS COMPLAINT**

A complaint should be filed in writing by the complainant, by the complainant's representative, parent or guardian or both. Any complaint received by this District by telephone or verbally will be recorded by the District in written form. The complaint must be filed with the Office of the Superintendent within one hundred

**NONDISCRIMINATION** (Continued)

eighty (180) days of the alleged discriminatory action. The complaint should set forth the date, place, and nature of the discriminatory action and specify the remedy sought by the complainant.

**B. INVESTIGATION AND REPORT**

The School District will contact the complainant in writing within ten (10) working days of receipt of the complaint to let him or her know the complaint was received and what action the District has taken or will take in an attempt to resolve the complaint.

Within ninety (90) calendar days after receiving the complaint, the Superintendent or designee must investigate the incident and issue a written finding of whether or not discrimination was found. The investigation will include, but not be limited to, interviews with the complainant and School District personnel. The investigator will allow both parties an opportunity to present written statements of witnesses and/or other evidence.

If the complainant does not agree with the findings of the Superintendent or designee, he or she will have thirty (30) days to provide additional information to the designee of the Superintendent to facilitate further review of the complaint.

The complainant will be notified of his or her right to appeal the findings of the District to the proper state of federal agencies listed below.

The Office of Civil Rights  
Health and Human Services  
2901 Third Avenue, Mail Drop 510  
Seattle, WA 98121  
Phone: (206) 442-0473

USDA, Director, Office of Adjudication  
1400 Independence Avenue, SW Washington, DC 20250-9410  
or call toll free (866) 632-9992 (Voice)  
Individuals who are hearing impaired or have speech disabilities  
may contact USDA through the Federal Relay Service at  
(800) 877-8339; or (800) 845-6136 (Spanish)

The Equal Employment Opportunity Commission  
2815 2nd Avenue, Suite 500  
Seattle, WA 98121  
Phone: (206) 553-0968

Idaho Human Rights Commission  
506 North Fifth Street  
Boise, ID 83702  
Phone: (208) 334-2873

## **NONDISCRIMINATION** (Continued)

Employment Standards Administration  
Wage and Hour Division  
Department of Labor  
550 West Fort Street  
Boise, ID 83702  
Phone: (208) 334-1029

A complainant may at any time file a complaint directly with other agencies listed above.

### **C. REMEDY IF DISCRIMINATION IS FOUND**

If the Superintendent or designee finds that the alleged discrimination occurred, the Superintendent will take immediate steps to remedy such discrimination and to prevent the recurrence of discrimination. The Superintendent will provide the complainant with a written report of the findings and proposed remedy, if any. The Superintendent will report the investigation findings and proposed remedy, if any, to the Board of Directors at the next special or regular meeting.

### **4. REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

The District does not discriminate against applicants and individuals with disabilities and complies with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA). When needed, the District will provide reasonable accommodations to applicants and employees who are qualified for a job, so that they may perform the essential functions of the position.

It is the policy of the District to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is District policy not to discriminate against individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

## **GROUP INSURANCE BENEFITS**

### **Workers' Compensation**

#### **(Rules and Regulations No. 4320.2.A.)**

1. All Educational Support Personnel are covered by Workers' Compensation Insurance for bodily injury, disease, or death caused by accident arising out of and in the course of their employment.

## **GROUP INSURANCE BENEFITS** (Continued)

2. Any work-related injury or illness must be immediately reported to the employee's supervisor.
3. Notice of injury shall be reported to the Assistant Superintendent or designee as soon as possible.
4. A claim for compensation will be prepared and submitted to the State Insurance Fund and to the Industrial Commission for approval.
5. An employee drawing Workers' Compensation for time lost will not receive District pay or be eligible to receive sick leave pay for those days compensated by this insurance.
6. A worker's compensation absence may run concurrently with leave granted for eligible employees under the Family and Medical Leave Act.

### **Family and Medical Leave Act Policy** **(Rules and Regulations No. 4360)**

The purpose of this policy is to define how the District administers the Family and Medical Leave Act of 1993 ("FMLA") as amended. The Act is designed to provide reasonable job protected leaves of absence to employees for family and medical events that qualify under the Act, which may occur during the time of employment. The District will comply with all requirements of the FMLA.

Twelve (12) workweeks of job-protected family medical leave (FML) is provided to eligible employees for certain family and medical reasons during any twelve-month period. Twenty-six (26) workweeks of job-protected family medical leave is provided to care for a covered service member during a single 12 month period. Employees are eligible if they have been employed with the District for at least one year and have worked at least 1,250 hours over the previous twelve months.

The District uses the "rolling" 12-month period method to calculate the employee's leave year. That means that the first time the employee takes FML, the employee's leave year begins. Thereafter, each time the employee requests additional FML, the District will look backward 12 months and determine how much FML has been used during that time and how much FML remains.

During family medical leave, eligible employees are required to use sick leave, personal leave, vacation, and any compensatory time first. If the absence is due to a workers' compensation claim, FML will run concurrently with a workers' compensation absence. Because the workers' compensation absence is not unpaid, the provision for substitution of the employee's accrued paid leave does not apply. An employee receiving payments under workers' compensation while simultaneously on FML must make arrangements with the District for payment of group health benefits.

## **GROUP INSURANCE BENEFITS** (Continued)

If an eligible employee has less than twelve weeks of sick leave, personal leave, vacation, or compensatory time, the employee may take the time remaining as unpaid family medical leave. Time spent on temporary disability under a long term disability or short term disability plan will count against family medical leave. Employees will continue to accrue vacation and sick leave while using their vacation and eligible sick leave. However, they will cease to accrue vacation and sick leave during the unpaid portion of their leave.

The employee's health benefits will be maintained as if the employee were working, and the employee's share of the cost of the benefits will remain the employee's responsibility. The District may recover premiums paid on behalf of an employee who does not return to work.

Employees are entitled to 12 workweeks of leave in a “rolling” 12-month period measured backward for the following:

- to care for a child following a birth or for placement of a child with the employee for adoption or foster care;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- or if the employee is unable to perform the essential functions of his or her own job because of the employee's own serious health condition.
- for any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty”.

Employees are entitled to 26 workweeks of leave during a single 12 month period for the following:

- to care for a covered service member with a serious injury or illness if the eligible employee is the service member’s spouse, son, daughter, or next of kin (military caregiver leave).

Employees are required to give written notice thirty (30) days in advance when the leave is foreseeable or with as much notice as is practical. Employees must make a reasonable effort to schedule foreseeable planned medical treatment so as not to unduly disrupt the operations of the District, subject to the approval of the health care provider. The District reserves the right to request medical certification supporting the leave, and may require second or third opinions (at the District's expense) and a fitness for duty report to return to work. Leave may be denied if these requirements are not met. If the leave is sought on an intermittent or reduced schedule basis, it must have prior approval from the District. The medical certification must contain additional declarations stating that intermittent or reduced schedule leave is medically necessary and the amount of time that the intermittent or reduced schedule leave will be needed.

## **GROUP INSURANCE BENEFITS** (Continued)

Upon return from family medical leave, employees will be assigned to their same or similar position with equivalent pay and status with or without reasonable accommodation, as appropriate, in accordance with the Americans with Disabilities Act as Amended. Any reasonable accommodation, including job reassignment must be coordinated with Human Resources.

Additional requirements may apply to employees who are employed principally in an instructional capacity. If FMLA leave is taken close to the end of the academic term (within a few weeks), the employee may be required to continue taking the leave until the end of the term.

To protect employees' privacy rights, medical certifications will be treated as confidential medical records, and information will be disclosed only on a strictly need- to-know basis.

Most employees returning from FMLA leave will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Some exceptions may apply for highly compensated employees, employees among the highest paid ten percent (10%) of the District.

### Medical Insurance

#### **(Rules and Regulations No. 4320.2.B.)**

1. The District shall provide the same group health insurance benefits to all Educational Support Personnel who work twenty (20) hours or more per week and/or who qualify for coverage under the Affordable Care Act. The insurance will be the same as provided to certificated employees. Insurance premiums will be prorated based on the portion of the day worked by the employee. A full-time employee is defined as working forty (40) hours per week.
2. Employees working forty (40) hours or more per week, nine or more months per year shall be considered full time.

The District shall pay 100% of employee-only coverage of the major medical and hospital insurance plan which will be available for full-time Educational Support Personnel. In addition, the District shall pay 80% of the selected dependent-coverage option premium for the Preferred Provider Option Plan (PPO). The coverage shall be limited to the contract with the insuring agency(ies), but shall include basic medical, dental, and vision care for the employee with optional coverage for his/her immediate family as defined in the contract(s) with the insuring agency(ies).

3. Employees working twenty (20), but less than forty (40), hours per week, nine or more months per year shall be considered part-time employees.

The District shall pay 100% of the same portion of the employee-only premium as that portion of the day worked by a part-time employee. In addition, the District shall pay 80% of the selected dependent-coverage option premium in proportion of the day worked for all plans.

**GROUP INSURANCE BENEFITS** (Continued)

The major medical and hospital insurance plan shall be limited to medical and vision care. Optional family dental coverage is available when the employee enrolls in one of the health insurance options.

- 4. Employees working less than twenty (20) hours per week are not eligible for group insurance benefits.

Current Medical/Vision/Dental Insurance Coverage

Description:

Vision Insurance:	VSP Vision
Medical Insurance:	Blue Cross of Idaho
Dental Insurance:	Delta Dental
Dental Insurance:	Willamette Dental

Cost-Share Premium

District pays 100% x portion of the day worked x employee-only premium cost. In addition, the District shall pay 80% PPO x portion of the day worked X selected dependent-coverage premium cost. Employee pays the premium balance(s). Coverage is for a 12-month period. The portion of the day worked is based on eight (8) hours per day and is the percent of full time of the employee's assigned workday. For employees working less than forty (40) hours per week, optional family dental coverage is available when the employee enrolls in one of the options listed.

Current Insurance Rates and Cost-Share Premiums

The insurance rates and cost-share premiums charts for each current year are available from the Benefits Specialist in the Business Office.

Salary Protection Insurance  
**(Rules and Regulations No. 4320.2.C.)**

The District will pay for a salary protection plan for all Educational Support Personnel working forty (40) hours per week, nine or more months per year.

Term Life Insurance  
**(Rules and Regulations No. 4320.2.D.)**

The District will pay for term life insurance for all Educational Support Personnel working forty (40) hours per week, nine or more months per year.

\* \* \* \*

## **GROUP INSURANCE BENEFITS** (Continued)

### Current Term Life Insurance

The present term life insurance plan is with United Heritage Insurance Company. It is for \$20,000 and includes Accidental Death and Dismemberment for \$20,000.

Additional employee life insurance is available at an additional cost to the employee.

### General Insurance Regulations

#### **(Rules and Regulations No. 4320.3)**

- A. Eligible employees must complete and submit the appropriate forms for insurance or they will not be eligible for the benefits.
- B. Eligible employees will receive appropriate insurance coverage beginning on the first (1st) of the month following eligibility. If enrollment is not completed within thirty days of eligibility, proof of insurability will be required.
- C. Temporary employees will receive benefits after working five consecutive months and having met hourly requirements for full- or part-time employment.
- D. If an employee continues to be disabled for work after the employee has exhausted his/her sick leave, the District will continue to pay the District's portion of the disabled employee's health insurance premium for a period of up to one year following the exhaustion of sick leave or when the employee leaves the employment of the District and enters into a retirement program, or permanent disability, or PERSI Disability Retirement, whichever comes first. The employee shall furnish such proof of continued disability as the District may reasonably require, including certification from the employee's physician.

Brochures describing the District's benefits are available in the Business Office. Any questions regarding the District's group insurance benefits should be directed to the Benefits Specialist located in the Business Office.

## **EMPLOYEE LIABILITY INSURANCE**

Each employee, while acting within the scope and course of his/her employment or duties, is covered under a liability insurance policy provided by the District.

## PAYROLL

A copy of the current wage scale may be found on the District's website or you may contact the Human Resources Office to obtain a copy.

### Guidelines for Implementation of Wage Scale:

#### Probationary, Experience Allowance and Steps

When a person is employed in the District they will be subject to a probationary period. This probationary period shall be for a period of 90 calendar days after the employee's initial hire date. Upon satisfactory evaluation of the employee's performance, the employee's probationary period will end.

At the time of hire, the Human Resources Supervisor shall place employees at the appropriate column and step on the wage scale. The column and step will be commensurate with their allowed prior experience with a maximum placement at step 6; however, if the employee: 1) had a break in service and is returning to a position within the district in the same wage scale/job category, and 2) their prior step placement was greater than step 6, the employee may then be placed at his/her previous step for district experience.

If prior experience is granted for either a new or returning employee, the prior experience must be in a line of work directly related to the position for which the person is employed. Any exceptions to placement will be determined by the superintendent.

At the discretion of district administration, steps may be awarded on an annual basis. Any awarding of steps will be according to the employee's calendar (i.e., school calendar or 12 month calendar) for their assignment.

#### Transfers Within Departments/Wage Scale Groups

Educational support personnel transferring within departments/wage scale groups will maintain their seniority in column and step and will be placed on the appropriate line in harmony with their new assignment.

#### Transfers Between Departments/Wage Scale Groups

Should an educational support personnel transfer between departments/wage scale groups, the employee will be placed on probationary status for 90 calendar days. The Human Resources Supervisor will place the employee at the appropriate column and step on the wage scale. Prior related experience in other employment with the district may be considered in determining if any experience allowance will be granted in the new position. The column and step will be commensurate with the employee's allowed prior experience.

#### Temporary Job Assignment

When a regular employee is temporarily transferred to another position with a higher wage, the employee will be placed in the appropriate place on the wage scale after completing five consecutive work days.

## PAYROLL (Continued)

### Grandfathered Educational Support Personnel

The Educational Support Personnel Wage Scale was adopted on July 1, 1989. During the job description/wage compensation process that took place in 1996-98, some positions were re-classified into a different job description category which eventually resulted in a lower hourly rate. Positions were re-evaluated which also resulted in a lower hourly rate. However, no one received a decrease in wages. The affected employees were “grandfathered” at their previous level.

### Substitute Wage

For each substitute classification, the hourly rate will be at the substitute rate.

### Substitute/Activity Drivers

Upon hire, the activity driver will be placed at the appropriate step on the wage scale based on prior experience. The Human Resources Supervisor will determine the amount of prior experience to be granted. If granted, prior experience must be in a line of work directly related to the position for which the person is employed. Experience granted will follow the guidelines for Experience Allowance as outlined under the ‘Guidelines for Implementation of Wage Scale’.

When an activity driver is driving as a substitute route driver, the driver will be paid at their activity rate.

Whenever an activity driver is working as a substitute bus attendant, the driver will be paid at the substitute rate for that position on the wage scale.

### Exceptions

Exceptions to these policies shall be made only with the approval of the Superintendent.

The fact that an employee has successfully completed the probationary period does not guarantee the employee continued employment.

### Evaluations, Educational Support Personnel

- A. Educational support personnel will be evaluated prior to the completion of the probationary period and at least annually thereafter. The evaluator shall base the evaluation on the most recently adopted job description for the position involved. The evaluation will be completed in accordance with the policy and procedures set forth below.
- B. The purpose of establishing performance evaluations is to determine the degree of efficiency of employees, to make an assessment of service on a systematic basis to determine strengths and weaknesses, and to discuss performance with employees.
- C. Annual evaluations of Educational Support Personnel are to be made by the immediate supervisor or designee. The final report will be filed in individual personnel files at the

**PAYROLL (Continued)**

Central Services Office along with any written rejoinders. A copy of the evaluation will be given to the employee involved.

- D. All supervision and evaluation procedures are to be carried out in accordance with District guidelines.

**Payroll Deductions**

**(Rules and Regulations No. 2070.2)**

Deductions shall be made from the paychecks of all employees for retirement (PERSI and FICA) and federal and state income taxes, In keeping with federal and state requirements, deductions may also be made for appropriate insurance premiums. All employees are entitled to take advantage of section 403 (b) of the Internal Revenue Code of 1954, as amended, whereby a public school employee may have his/her pay reduced by an amount which is placed in his/her account with a firm which will establish this sum as an annuity account. Also, deductions will be made, if applicable, for the Lewis Clark Credit Union, Twin County United Way, Friends of the Lewiston School District and the Lewiston Independent Foundation for Education, and the IDEal Program Manager for College Savings Programs, if authorized by the employee.

No other payroll deductions will be authorized except that the wages shall be reduced for absences not covered by leave policies or agreements, as adopted by the Board of Directors.

\* \* \* \*

**Mandatory Payroll Deductions**

Employees shall be required to have deductions from their monthly salary as follows:

**Idaho Public Employees Retirement System:**

**(Rules and Regulations No. 4410.4.B)**

Social Security and Public Employee Retirement System membership is mandatory for all eligible District personnel.

Any person who regularly works twenty (20) hours or more per week is required to participate in the Public Employees Retirement System.

\* \* \* \*

Employee contributions are not subject to income taxes until withdrawn. PERSI brochures are available from the Business Office or on the PERSI website [www.persi.idaho.gov](http://www.persi.idaho.gov).

**Federal Income Taxes:**

Deduction is made according to a schedule prepared by the Treasury Department.

## PAYROLL

(Continued)

The amount deducted shall be based on the number of exemptions claimed by the employee and the wage amount.

### State Income Taxes:

Deduction is made according to a schedule prepared by the state which takes into consideration the amount of salary and the number of exemptions claimed.

### FICA (Social Security):

Deduction is automatic for all employees at the current percentage as per federal regulations. This two-part deduction covers social security and Medicare.

### Voluntary Payroll Deductions:

The following voluntary payroll deductions are available to Educational Support Personnel as per Rules and Regulations No. 2070.1

#### 401k PERSI Choice Plan

#### Tax Sheltered Annuities

As approved by the Board of Directors.

#### Twin County United Way:

Contributions may be made over a ten-month period beginning with the November payroll. For those employees who do not receive pay warrants for July and August, the contributions are made over an eight-month period.

#### Lewis Clark Credit Union:

Payroll deductions are available. All arrangements are made by contacting the Credit Union Office.

#### Lewiston Independent Foundation for Education:

Contributions may be made via payroll deduction.

#### Insurance Premiums:

Deductions for PERSI Life Insurance, United Heritage life insurance and American Fidelity are available to eligible employees.

#### IDEAL: - Idaho College Savings program

Employees who pay a portion of a premium for the District's group insurance plan(s) are eligible for payroll deductions for said portion.

## PAYROLL (Continued)

### Section 125 Premium-Only Plan:

In compliance with Internal Revenue Code, the Plan allows the employee's portion of qualified benefit premiums to be deducted on a pretax basis.

### Section 125 Flexible Spending Plan:

In compliance with Internal Revenue Code, the Plan allows employees to set aside pre-tax dollars for reimbursement for allowable medical expenses and/or dependent day-care expenses, as well as a pre-tax cancer insurance policy. A yearly one-time enrollment/change period applies. This benefit is administered through American Fidelity Assurance Company.

## Payroll Warrants

### **(Rules and Regulations No. 2070.1)**

- A. All employees of Independent School District No. 1 shall be paid on the 20th day of each month. If the 20th of the month falls on a weekend or legal holiday, payroll payments will be issued on the last business day prior to the holiday or weekend. All payroll-related payments shall be made by direct deposit to the employee's bank account according to written authorization from the employee. An employee may be exempted from participating in the direct deposit feature by completing a "Direct Deposit Personal Exemption Request Form."
- B. A paper payroll warrant (check) must be cashed within ninety (90) days from the date issued or it will be voided. A voided check, along with a completed request form, must be presented to the Business Office to obtain a negotiable replacement.

\* \* \* \*

As a rule, employees who work regular and consistent hours (at least four (4) hours/day or twenty (20) hours/week **in a single assignment**) are paid equal monthly payments. Those employees who work irregular hours or less than twenty (20) hours per week are paid for actual hours worked.

Employees who work less than twelve (12) months per year, work twenty (20) or more hours per week, and choose to be paid on a 10-month pay schedule (September-June) are paid on an hourly basis for actual hours worked. Employees receiving twelve (12) months of insurance benefits will receive equal monthly payments on a 12-month basis only.

The date for submitting time sheets is the 8th of each month. The pay period for hourly staff will be the 9th of one month through the 8th of the next month. The pay period for employees who receive their wages in equal monthly payments will be from the 21st of one month through the 20th of the next month. The deadline for changes in payroll deductions or insurance benefits will be the 6th of each month. For annuity changes, agreements must be in the payroll office no later than the payday of the month preceding the month in which the change is to be effective.

Employees who resign will be paid by the earlier of the next regularly scheduled payday or within ten (10) days of termination, weekends and holidays excluded. If the employee

**PAYROLL** (Continued)

makes written request for earlier payment, all wages then due shall be paid within forty-eight (48) hours of the receipt of such request.

**COMPENSATORY TIME IN LIEU OF OVER TIME COMPENSATION FOR FULL-TIME EDUCATIONAL SUPPORT PERSONNEL EMPLOYEES**  
**(Rules and Regulations No. 4340)**

1. Full-time, non-exempt Educational Support Personnel may earn compensatory time in lieu of overtime compensation. If an employee elects to earn compensatory time, the employee will sign a consent form acknowledging that they agree to substitute time off for all overtime pay. An employee may change their election to earn compensatory time, but only once in a fiscal year. Compensatory time will be earned at a rate of one and one-half hours for each hour of employment in excess of forty (40) hours per week. Overtime hours worked must be at the request of the supervisor and have prior approval by the supervisor.
2. The workweek is defined as beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday. Work schedules may be changed by supervisors for the convenience of the District.
3. Compensatory time may accrue to a maximum of 240 hours, representing 160 hours of overtime actually worked at one-half premium rate. Supervisors are encouraged to schedule compensatory time off within a reasonable time of when it is earned. Employees who have accrued compensatory time off must be allowed to use some or all of the time within a reasonable period unless to do so would disrupt District activities. Therefore, all compensatory time must be approved by the immediate supervisor.
4. Compensatory time in excess of 240-hour limit will be paid. All compensatory time not used by June 30 of each fiscal year will be paid at the regular pay rate existing at that time.
5. An employee may not request overtime pay or comp time for time worked during a workweek, which included time off for earned leave or holiday, unless time actually worked exceeds 40 hours.
6. Upon termination of employment, unused compensatory time will be paid at the employee's final regular pay rate.
7. "Emergency Mandated Time" may be charged if an employee is mandated to work by the Superintendent or Assistant Superintendent for a mandated emergency, even if the employee did not actually work 40 hours due to being off on paid holiday or covered leave.

**FLEX TIME**

Flextime is defined as time used by an employee working a schedule that is different from his/her regular scheduled work hours and with prior agreement by the supervisor and employee. It is an exchange of hours worked for time off at a later date during the same pay period, hour for hour. Flex time is not excess of forty (40) hours and is not considered as overtime.

**TRAVEL**  
**(Rules and Regulations No. 4590)**

Allowance

1. Travel allowance will not be granted for delegates to the Delegate Assembly of the Idaho Education Association.
2. Prior approval of the Superintendent or designee must be given for travel and/or reimbursement of expenses. A Request to Attend Professional or Educational Meeting form is available in all buildings and online via the Business Office webpage.
3. District vehicles and buses may be used by employees to attend area educational meetings. The Transportation Supervisor is responsible for coordinating the use of District vehicles.
4. Authorized travel out of the District will be allowed at the regular tourist rate by common carrier or by private vehicle to be reimbursed at the IRS Standard Rate on the day of travel per mile. Current rates are published on the Business Office webpage.
5. Reimbursement for meals and lodging will be allowed for travel outside the District which requires an employee to be away from home overnight or long enough to require the employee to get substantial sleep or rest to properly perform his/her duties. Reimbursement shall be subject to limitations set by the District. The District is exempt from tax at all Idaho hotels and a purchase order is required.
6. An itemized account of expenditures will be required for reimbursement within limitations set by the District. Original receipts are required. Failure to submit itemized receipts shall result in denial of reimbursement request. The District shall not reimburse for meals of family members, or other traveling companions, and shall not reimburse for alcoholic beverages.
7. Official travel within the District shall be reimbursed at the IRS Standard Rate on the day of travel per mile. An itemized account of daily mileage will be required for reimbursement.
8. Requests for travel reimbursement must be submitted to the employee's immediate supervisor within three (3) months of date(s) of travel, or by June 30 (fiscal year end), whichever is sooner. Supervisors are responsible for screening reimbursement requests for adherence to policy prior to submitting a request for the District Office for payment.

Current limits on reimbursement for meals are posted on the Business Office webpage. The IRS Standard Rate is published on the District website at [www.lewistonschools.net](http://www.lewistonschools.net). Receipts must be turned in with the Request to Attend Professional or Educational Meeting form in order for the employee to receive reimbursement for travel expenses.

## **HOLIDAYS**

For specific paid holidays refer to the current school calendar.

### Holidays, Payment for Educational Support Personnel **(Rules and Regulations No. 4290)**

1. To be eligible to receive holiday pay, employees must work in their regular assignment on the scheduled workday immediately prior to and immediately following the holiday or be eligible to use approved leave for those days. If an employee has exhausted their leave(s) and must use a deduct day, the employee will not be eligible to receive holiday pay. An exception may be made by making a written request to the Superintendent or designee when the absence is for approved leave.
2. Educational Support Personnel shall be paid for the following:
  - A. One day's holiday pay for New Year's Day, Memorial Day, Fourth of July, and Labor Day.
  - B. Two days' holiday pay for Thanksgiving and two day's holiday pay for Christmas.
  - C. Pay for any other national or state holiday observed by the school calendar and approved by the Superintendent.

For specific paid holidays refer to the current 12-Month Employee Holiday Calendar.

If employees are required to work any one of the paid holidays, they will receive additional pay for the time worked at one and one-half (1 ½) times their regular rate.

## **LEAVES** **(Rules and Regulations No. 4350.3)**

Absences of any kind from work must be reported on the District's Employee Absence Report Form.

All Educational Support Personnel leave allowances will be determined in proportion to the FTE worked.

### Sick Leave **(Rules and Regulations No. 4350.3.A.)**

- A. Sick Leave
  1. Educational Support Personnel employees must work, on average, at least 20 hours per week in their regular assignment/s to qualify for sick leave. If the employee qualifies for sick leave, but works less than full-time (40 hours per week), the sick leave will be prorated by the FTE worked (Idaho Code 33.1216).

## LEAVES (Continued)

2. Each employee earns one (1) day of sick leave for each month in which he/she is employed for a majority of the work days within such month. Full-time employees shall earn full-time days of sick leave, while part-time employees shall earn part-time days of sick leave. An employee may accumulate an unlimited number of sick leave days, but is not entitled to payment for unused sick leave if that employee's employment terminates.
3. An employee may use accumulated sick leave when that employee becomes unable to work by reason of sickness, accident, or disability (including pregnancy). It may also be used for illness in the family. Any claim for sick leave shall be submitted in writing and shall require such reasonable substantiation as the District may require, including a doctor's certification that the employee is unable to work by reason of accident, illness, or disability. When used for illness in the family, the District may also require a doctor's certification. Absences prior to or following vacation must be fully explained and substantiated before sick leave will be allowed. Use of sick leave must be approved by the employee's building principal or other supervisor. If an employee's accumulated sick leave is exhausted, and the employee's medical condition continues, the employee may apply to the Superintendent for a leave of absence without pay.
4. Up to ten (10) weeks of accumulated sick leave may be used from the date of birth of a child for the recovery of the mother. Sick leave in excess of ten (10) weeks will require doctor's medical certification.
5. Up to ten (10) weeks of accumulated sick leave may be used for the adoption of a child. The ten (10) weeks must be taken within twelve (12) consecutive weeks from the first day of granted leave.
6. An employee shall be entitled to a total of twelve (12) weeks unpaid leave because of the birth of a child of the employee, in order to care for the child, or because of the placement of a child for adoption or foster care.

State law prohibits the payment of unused sick leave to an employee. Idaho law provides that unused sick leave shall be accumulated from year to year as long as an employee remains continuously in the service of the same school district and that termination of employment in any district shall terminate sick leave rights, both current and accumulated. Idaho law does provide that accumulated sick leave will not terminate when the employee is employed by another district or another state educational agency during the school year immediately following the year of termination (Idaho Code 33-1217).

Idaho law also provides that upon separation from public school employment by retirement, an employee's accumulated sick leave earned subsequent to July 1, 1976, shall be reported by the employer to the Public Employee Retirement System and a sum equal to one-half of the monetary value of such unused sick leave calculated at the rate of pay for such employee during the employee's highest year of salary used in the average monthly salary at the time of retirement shall be credited to the employee's retirement account for the purposes of paying for group health, long term care, vision, prescription drug, dental programs, and life insurance programs as provided by

## **LEAVES** (Continued)

Idaho Code 33-1228. The retiree may continue to pay for health, accident dental and life insurance as provided by Idaho Code.

### Leave of Absence

#### **(Rules and Regulations No. 4350.3.B.)**

1. An Educational Support Personnel employee must work an average of at least 20 hours per week in his/her regular assignment to be considered for a leave of absence for up to one year for study or travel, or for a serious medical condition. A request for a leave of absence, along with any relevant documentation, must be submitted to the Superintendent at least one month in advance of the date upon which the leave is to begin unless circumstances do not allow for this length of notice. The granting of leave shall be discretionary with the Superintendent and shall be for a specified period of time. Such leave shall be without pay and credit shall not be accrued for advancement on the wage scale or vacation time. An employee who returns at the time specified by the Superintendent shall be guaranteed employment, but not necessarily in the same position or at the same rate of pay.
2. When a leave of absence is approved for a serious and documented health condition, the District will continue to pay the health insurance premium for up to one (1) year after an employee has exhausted his/her sick leave, unless the employee enters into a retirement program, permanent disability program or PERSI Disability Retirement.

### Other Leave Allowances

#### **(Rules and Regulations No. 4350.3.C.)**

Educational Support Personnel will be provided other leave allowances (starting July 1 of each year) in proportion to their FTE worked for the following reasons:

#### 1. Bereavement Leave

Up to five (5) days' leave per occurrence with full pay will be allowed when there is a death in the family.

One (1) day's leave with full pay per year will be allowed for an employee to attend a memorial service in case of the death of a close friend.

Bereavement leave must be used within ten (10) consecutive days of a death within the family, except in special circumstances with prior written authorization by the Superintendent or his/her designee.

#### 2. Parent's Leave

The parent of a newborn or adopted child may take three (3) days' leave within ten (10) days of the birth or reception of the adopted child. Parent leave applies only to Educational Support Personnel who have accumulated less than forty-eight (48) days of sick leave as of the first day of their current work year.

## LEAVES (Continued)

### 3. Civic Duty

Personnel called for jury duty shall be paid full salary minus compensation paid jurors.

### 4. Catastrophic Leave

If an educational support employee has the misfortune of a sudden or dramatic family catastrophe, which necessitates absence from work, he/she may request one (1) day of catastrophic leave with pay. Approval of this leave shall be at the discretion of the Superintendent or his/her designee and shall be non-grievable.

The maximum number of catastrophic leave days allowable for the educational support employee group during any one (1) fiscal year (July 1 - June 30) shall be limited to twenty (20) days.

### 5. Personal Business Leave

Education Support Personnel who are non-exempt and in continuous employment status, that work 20 or more hours per week and that do not earn vacation leave in their job assignment will be allowed one (1) day personal business leave per school year. If the leave is not used during the work or school year, the unused leave is allowed to carry-over to a maximum of three (3) days. Requests for personal business leave shall be subject to the approval of the building administrator or the immediate supervisor. Personal business leave may not be taken if a substitute cannot be found. No more than ten percent or no more than three (3), whichever is greater, of the education support staff in any one building may be absent at any one time for this purpose. The building administrator or immediate supervisor must be notified at least two (2) working days in advance of the day to be taken as a personal business leave, except in emergency situations.

### 6. Deduct Days

Deduct days are day/s requested by an employee and should be:

- a. Requested only after all other applicable leave/s have been exhausted. For example: Deduct day/s for illness only if all other sick leave days has been exhausted, deduct day/s for vacation only after all other vacation days have been exhausted, deduct for personal business day/s only after all personal business day/s have been exhausted and so forth for all other leaves.
- b. Requested at least 24 hours in advance and be approved in advance by the immediate supervisor prior to the employee taking the leave.

Deduct days are without pay. An employee must request at least a minimum increment of one-half of your normal workday. The decision of the immediate supervisor is final. **The use of a substitute to fill your position is determined by the supervisor.**

## **LEAVES** (Continued)

### Vacation Leave

#### **(Rules and Regulations No. 4350.3.D.)**

1. Vacation leave will be earned by employees who work in their regular assignment twelve (12) months of the year.
2. Vacation leave will not be earned except at the anniversary date of any one (1) year of employment.

The Superintendent or designee may allow it to be prorated for the convenience of the District. However, if employment is terminated prior to the employee earning prorated expended vacation leave, the final wage payment will be reduced accordingly.

3. After the second year of employment, an employee may carry over up to 50% of his/her annual available vacation leave from one (1) year to the next.
4. All twelve-month Educational Support Personnel shall be allowed ten (10) equivalent days paid vacation per year.
5. After five (5) years of consecutive uninterrupted employment, they shall be allowed fifteen (15) equivalent days paid vacation per year.
6. After ten (10) years of consecutive uninterrupted employment, they shall be allowed twenty (20) equivalent days paid vacation per year.
7. After twenty (20) years of consecutive uninterrupted employment, they shall be allowed twenty-five (25) equivalent days' paid vacation per year.

### Prorated Vacation

Those Educational Support Personnel who transfer from a permanent school-year position to a twelve-month position will have the hours they worked during their permanent assignment converted to full-time equivalency to establish that employee's prorated, earned vacation. The following special points will apply to all calculations:

- Quotient values will be rounded to the nearest full year for calculation purposes.
- The employee anniversary date for vacation accrual will be the first day of work on permanent twelve-month status
- To be considered the employee must have been in continuous employment immediately prior to going to the twelve-month position.
- The method of calculation of the full-time equivalency is as follows; the total number of days the employee worked at their permanent assignment will be divided

## **LEAVES** (Continued)

by 260, the average number of days in a full-time, twelve-month employment year.

- Time worked as a seasonal or substitute employee and/or extra hours or overtime hours worked will not be considered when calculating the prorated vacation time for new twelve-month employees.

Requests for vacation must be submitted to the immediate supervisor on the Employee Absence Report Form. Requests should be made well enough in advance to permit the supervisor to adjust work assignments and/or arrange for a substitute if necessary.

## **WORK DAYS/SCHEDULES**

Calendar information noting the number of workdays and the number of paid holidays during the work year are provided to each employee.

### **Early Release for Students/School Improvement Days**

The school calendar identifies specific days as early release days/school improvement days for school based staff. Each of these days is a designated work day for staff and intended to provide opportunities to develop school improvement strategies or participate in professional development. These opportunities will be determined by the building administrator.

### **Parent Conference Days**

The school calendar designates certain days as Parent/Teacher Conference Days K-12 (i.e., No School for Students). As there are no students at school on these days, most staff who provide direct services to students will not have this day designated as a work day in their calendar. However, in certain instructional positions, staff are required to work one or more of these days.

## **PROMOTION AND TRANSFER**

The District will post specific vacancy notices for Educational Support Personnel positions as the openings occur.

The District reserves the right to reassign an employee to another position or another location in the District when it is believed the reassignment is in the best interests of the District and/or the employee. The District reserves the right to approve or disapprove any request for transfer based on the best interest of students and District programs.

**VOLUNTARY TERMINATION**  
**(Rules and Regulations No. 4540)**

Educational support employees who resign are asked to give two weeks' notice prior to the anticipated last day of employment with the District. Notice of resignation shall be submitted in writing to the immediate supervisor.

**NONVOLUNTARY TERMINATION**  
**(Rules and Regulations No. 4530.2)**

During the initial one hundred eighty (180) calendar days of an educational support employee's employment with the District, the employment of the employee may be terminated at any time upon written notice from the employee's immediate supervisor. Such an employee who is terminated for cause shall not have the right to grieve the termination decision under the District's Grievance Policy for Non Certificated Staff.

After the completion of the initial one hundred eighty (180) calendar days of an educational support employee's employment with the District, the employment of the employee may be terminated at any time, with or without cause. Notwithstanding the foregoing, the District may not terminate an employee in violation of a constitutionally or statutorily protected right of the employee.

**CONTINUED EMPLOYMENT DURING NEXT SCHOOL YEAR**

Some Educational Support Personnel who work less than twelve months or that portion of the calendar year when school is in session (i.e. secretaries, instructional assistants, cooks, and bus drivers) are employed as regular employees. Unless written notice to the contrary is given to the employee by June 30, the employee can reasonably expect that he/she will be employed in his/her present position at the beginning of the next school year. The failure to give notice does not, however, guarantee that the employee will be employed for the entire school year nor for any specific part of that year since these employees are likewise employees at will and do not have contracts of employment guaranteeing employment for any specified term.

**FILES FOR EDUCATIONAL SUPPORT PERSONNEL**  
**(Rules and Regulations No. 4270)**

**1. CENTRAL SERVICES FILES**

- A. The **employment file** shall contain the application, references, resume, and official correspondence.
- B. Any and all material relevant to the evaluation of the employee shall be placed in a separate **personnel file (evaluation)**.

- C. The **employment records** shall contain directory information, vacation times, salary, dates of employment, and related data.
- D. The **payroll file** shall contain records such as payroll information, accumulated sick leave, and withholding data such as social security, federal and state income tax, retirement contributions, credit union deductions, United Way, life insurance, Lewiston Independent Foundation for Education, Inc. contributions, and annuities.
- E. The I-9 Immigration Form (those employed after November, 1986) shall be placed in a separate file.

## 2. **RIGHT TO REVIEW FILES, EMPLOYEES'**

- A. Employees may review their files in the Central Services Office by arranging to do so with the Administration. Employee review of files shall be supervised by an administrator. Only the following information is to be shared:
  - 1. Application
  - 2. Resume
  - 3. Official Correspondence
  - 4. Commendations
  - 5. Employment Condition
  - 6. Payroll Records
  - 7. I-9 Immigration Form
  - 8. Other related information which the employees have voluntarily placed in their applications. Confidential information such as personal references **may not** be reviewed.
- B. Employees have the right to request that information or materials which are considered to be outdated or no longer relevant be removed from their **employment files** provided that the information or materials were placed in the files voluntarily by the employees. Any other information may be removed at the discretion of the District.

## **FILES FOR EDUCATIONAL SUPPORT PERSONNEL** (Continued)

- C. Employees have the right to request copies of non-confidential information in their files. The District reserves the right to comply with the requests or to allow employees to make handwritten copies of desired information.
- D. Employees have the right to attach written rejoinders to any information contained in **personnel (evaluation) files**.
- E. All employment records of current or former employees are exempt from public disclosure other than the employee's public service or employment history,

classification, pay grade and step, longevity, gross salary and salary history, status, work place, and employment agency. All other personnel information relating to a public employee or applicant, including, but not limited to, birth date, home address and telephone number, applications, testing and scoring materials, grievances, correspondence, and performance evaluations, shall not be disclosed to the public without the employee's or applicant's written consent. A public official or designated representative may inspect and copy his/her personnel records, except for material used to screen and test for employment. See Idaho Code 9-340, RECORD EXEMPT FROM DISCLOSURE.

**GRIEVANCE POLICY FOR NONCERTIFICATED STAFF (IDAHO CODE 33-517)**  
**(Rules and Regulations No. 4275)**

**1. DEFINITIONS**

A grievance shall be defined as a written allegation of:

- (i) A violation of current written Board-approved school district policy;
- (ii) A violation of current written school procedures;
- (iii) A violation of the current written Board-approved employee handbook;
- (iv) A condition or conditions that jeopardize the health or safety of the employee or another; or
- (v) Tasks assigned outside of the employee's essential job functions and for which the employee has no specialized training.

**2. DUE PROCESS RIGHTS**

**A. STEP ONE – FILING OF GRIEVANCE**

A non-certificated employee of the District may file a grievance about any matter related to his or her employment, only if it directly relates to any of the grounds for a grievance provided for in paragraph (1)(i) through (v) of this subsection. However, neither the rate of salary or wage of the employee nor the decision to terminate an employee for cause during the initial one hundred eighty (180) days of employment shall be a proper subject for consideration under the grievance procedure provided in this section. For the purposes of this section, "current" means as of the date of the incident giving rise to the grievance.

**GRIEVANCE POLICY FOR NONCERTIFICATED STAFF (Continued)**

**B. STEP TWO – INFORMAL GRIEVANCE MEETING**

If a non-certificated employee files a grievance, the employee shall submit the grievance in writing to the District's human resources administrator within six (6) working days of the incident giving rise to the grievance. The grievance shall state the nature of the grievance and the remedy sought. 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, respective 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.

**C. STEP THREE – APPEAL OF GRIEVANCE**

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 of the District 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 non-certificated employee received no written response. Within six (6) working days of an appeal, the superintendent or designee shall provide a written response to the non-certificated employee.

**D. STEP FOUR – HEARING PANEL REVIEW**

If the non-certificated employee is not satisfied with the response of the superintendent or the designee, or if there is no response by the superintendent or the designee within the timeframe provided in section (2)(C) above, the non-certificated employee may request a review of the grievance by a hearing panel within six (6) working days from receipt of the response provided in section (2)(C) of this section if the employee received a written response, or six (6) working days from the date the superintendent or designee last had to respond if the non-certificated employee received no written response. Within ten (10) working days of receipt of an appeal, a panel consisting of three (3) persons, one (1) designated by the superintendent, one (1) designated by the employee, and one (1) agreed upon by the two (2) appointed members for the purpose of reviewing the appeal.

Within ten (10) working days following completion of the review, the panel shall submit its decision in writing to the non-certificated employee, the superintendent, and the Board of Directors.

**GRIEVANCE POLICY FOR NONCERTIFICATED STAFF (Continued)**

**E. STEP FIVE – APPEAL TO COUNTY DISTRICT COURT**

The panel's decision shall be the final and conclusive resolution of the grievance unless the Board of Directors overturns the panel's decision by resolution at the Board of Directors' next regularly scheduled public meeting or unless, within forty-two (42) calendar days of the filing of the Board's decision, either party appeals to the district court in the county where the school district is located. Upon appeal of a decision of the Board

of Directors, the district court may affirm or set aside and remand the matter to the Board of Directors upon the following grounds, and shall not set the same aside on any other grounds:

- (i) That the findings of fact are not based on any substantial, competent evidence;
- (ii) That the Board of Directors has acted without jurisdiction or in excess of its powers;
- (iii) That the findings by the Board of Directors as a matter of law do not support the decision.

**3. RIGHT OF REPRESENTATION**

A non-certificated employee filing a grievance pursuant to this section shall be entitled to a representative of the employee's choice at each step of the grievance procedure provided in this section. The person against whom the grievance is filed, the superintendent, or the superintendent's designee shall be entitled to a representative at each step of the grievance procedure. None of these individuals will be qualified to sit on the advisory grievance panel.

**4. TIMELINE WAIVERS**

The timelines of the grievance procedure established in this section may be waived or modified by mutual agreement.

**5. NON-RETALIATION/REPRISAL POLICY STATEMENT**

Utilization of the grievance procedure established pursuant to this section shall not constitute a waiver of any right of appeal available pursuant to law or regulation.

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

**GRIEVANCE POLICY FOR NONCERTIFICATED STAFF (Continued)**

- (ii) A non-certificated employee of a school district shall be provided a personnel file consistent with the provisions of section 33-518, Idaho Code.

**6. EMPLOYEE PERSONNEL FILE – NOTIFICATION AND RIGHT OF REVIEW**

A non-certificated employee of the District shall be notified when any entry is made or any documents are placed in his or her personnel file. At reasonable times and places, in the presence of an appropriate District official, a non-certificated employee may inspect documents contained in his or her official personnel file.

Employees have the right to attach written rejoinders to any information contained in personnel files to which they have access or to place other relevant materials in their files.

Grievance forms may be obtained by contacting Human Resources.