

**Nampa School District**  
**Employee Handbook**

**Issue Date: 2016 - 17**



# The Nampa School District #131

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## **SECTION A: INTRODUCTION**

### **A-1 INTRODUCTORY STATEMENT**

This handbook is designed to acquaint you with the Nampa School District (NSD) and provide you with information about working conditions, employee benefits, and some of the provisions affecting your employment. You must read, understand, and comply with all provisions of this handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the NSD to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

Some provisions of this handbook may not be applicable to employees designated as exempt status according to federal and state wage and hour laws. Such provisions will be noted in applicable sections.

No employee handbook can anticipate every circumstance or question. As the NSD continues to grow, the need may arise and the NSD reserves the right to revise, supplement, or rescind any provisions or portion of the handbook from time to time as it deems appropriate, at its sole and absolute discretion. The only exception to any changes is our employment-at-will provision for classified, non-contracted employees permitting you or the NSD to end our relationship for any reason at any time. Employees will be notified of such changes to the handbook as they occur.

#### **School Health and Safety**

The NSD will not condone a school environment which threatens the health and safety of students and NSD personnel.

#### **Inclusion**

The NSD understands the need to address the issues of diverse learners and their impact on the classroom learning environment. The NSD will work proactively to address issues as they arise.

### **A-2 CONFIDENTIALITY AGREEMENT**

Each employee of the NSD is responsible for safeguarding confidential information obtained in connection with his or her employment. In the course of your work, you may have access to confidential information regarding the NSD, its students or employees. Such confidential information includes, but is not limited to the following:

- Student educational records
- Employee personnel records
- Payroll (salary records)
- Identity records (phone numbers/address of students or staff)
- Conferences – (parent/teacher, administrator/employee, teacher/student, etc.)
- Grievances, complaints and resulting investigations
- Disciplinary actions

- Worker's Compensation
- Evaluations
- Budget Constraints
- User ID, Login or Password for NSD computers and software applications
- Marketing plans
- Research data
- Benefits Information

Except as stated under the terms of the Family Educational Rights and Privacy Act (FERPA) of 1974, educational records disclosed to or observed by an educator may not be released to any other party. Observations within the school are for the educator's professional development and not for personal conversation. At all times, all such records are to be kept confidential.

## **SECTION B: EMPLOYMENT**

### **B-1 NATURE OF EMPLOYMENT**

Employment with the NSD is voluntarily entered into. Classified, non-contracted employees are at-will and therefore free to resign at any time, with or without cause. Similarly, the NSD may terminate the at-will classified, non-contracted employment relationship at any time, with or without notice or cause. The NSD will comply with all applicable federal or state law when making employment termination decisions. Certificated employees are covered by the Master Contract and do not fall into the "at-will" category. The employment relationship between the NSD and certificated employees can be ended at the end of a contract year or mid-contract in special circumstances with approval from the Board of Trustees and in accordance with Idaho State Code. The employment contracts of individual certificated staff may also be non-renewed at the end of the staff member's contract period by action of the Superintendent, or designee. Such non-renewals may be based on unsatisfactory performance, changes in the district's financial circumstances, and/or staffing needs.

Provisions set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the NSD and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its provision of employment-at-will, may be amended or cancelled at any time, at the NSD's sole discretion.

These provisions supersede all existing provisions and practices and may not be amended or added to without the express written approval of the Superintendent or designee.

### **B-2 EQUAL EMPLOYMENT OPPORTUNITY**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the NSD will be based on qualifications, merit and abilities. The NSD does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

The NSD will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This provision governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring the issues to the attention of their supervisor or the Human Resources Department. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **B-3 NEPOTISM**

As one of the largest employers in Canyon County, there may be occasions where members of the same family are employed by the NSD. The NSD does not discriminate in its employment and personnel actions with respect to its employees and applicants on the basis of marital or familial status. NSD wants to ensure that practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. The NSD retains the right to refuse to appoint a person to a position in the same department, division or facility so as to avoid any potential conflict of interest. The Superintendent or designee shall have the authority and responsibility for determining if such a potential for adverse impact exists or does not exist.

This applies to individuals who are related in the following manner: spouse, domestic partner, child or step-child, parent or step-parent, grandparent or grandchild, brother or sister, uncle or aunt, nephew or niece, cousins, domestic partner relatives, or in-laws including father, mother, daughter, son, brother or sister.

### **B-4 IMMIGRATION LAW COMPLIANCE**

The NSD is committed to employing only United States citizens and individuals who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within 3 business days. Former employees who are rehired must complete a new form I-9 upon hire.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resource Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **B-5 DISABILITY ACCOMMODATION**

The NSD is committed to complying fully with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Upon request, assistance in completing the application is available. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of essential job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, and line of progression. Leave of all types will be available to all employees on an equal basis.

The NSD is also committed to not discriminating against any qualified employee or applicant because they are related to or associated with a person with a disability. The NSD will follow any state or local law that provides individuals with disabilities greater protection than the ADAAA.

This provision is neither exhaustive nor exclusive. The NSD is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADAAA and all other applicable federal, state, and local laws.

## **SECTION C: EMPLOYMENT STATUS & RECORDS**

### **C-1 EMPLOYMENT CATEGORIES**

It is the intent of the NSD to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the "at will" employment relationship is retained by both the employee and the NSD.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon notification by the NSD.

Each employee is also designated as either CERTIFICATED or CLASSIFIED. Every person employed as a CERTIFICATED employee is required to hold a current and valid certificate with proper endorsement issued by the Idaho State Department of Education along with

documentation of highly qualified teacher status if applicable. CLASSIFIED employees are employees who are not required to hold a teaching certification to qualify for the position.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work the NSD's full-time schedule. Full-time employees are eligible for the NSD's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR HALF – TIME employees are only those who are certificated on contract for .50-.66 FTE. Part-time employees are eligible for a pro-rated NSD's benefit package, subject to the terms, conditions, and limitations of each benefit program

PART-TIME employees are those who are not assigned to a temporary status and who are regularly scheduled to work less than 20 hours per week. While they do receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance), they are ineligible for all of the NSD's other benefit programs.

TEMPORARY employees are those who are assigned to a position (full or part-time) temporarily for a short designated amount of time. (i.e. summer help, interns, etc.) While they do receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance), they are ineligible for all of the NSD's other benefit programs.

## **C-2 VACANCIES, TRANSFERS**

### **Vacancy Postings**

The NSD will post vacancies, including vacancies in administrative positions on the NSD website. All individuals interested in a posted position or any position that might open as a result of filling a posted position with a current employee should complete an electronic application using the online application system on the NSD website.

### **Selection of Employees**

All qualified employees will be given adequate opportunity to submit an application and no position will be filled until all qualified, electronic applications submitted by the closing date have been considered. In filling vacancies, qualified employees, who have been displaced through no fault of their own and who have submitted an electronic application, will be granted at least a screening interview.

### **Voluntary Transfer**

Any employee who desires a transfer to another building may submit an internal electronic transfer request during the transfer process window as determined by the NSD.

### **Involuntary Transfer**

Any employee affected by an involuntary transfer will be notified immediately. Any employee transferred involuntarily may apply for a preferred reassignment. Any certificated employee affected by an involuntary transfer may be released by the Board from his/her contract if (s)he so requests.

## **C-3 ASSIGNMENTS**

### **Certificated Assignments**

All certificated employees will be employed and assigned on the basis of their professional qualifications and must be certificated in accordance with certification standards as prescribed by the laws of the State of Idaho and the regulations of the State Department of Education for the assignment involved.

### **Administration**

A certificated principal/administrator or his/her designee will be available at the building level for emergency situations during the school day.

The NSD will make every effort to provide classrooms that are of adequate size to accommodate the furniture and equipment, and that all classrooms will have a teacher desk, chair, filing cabinet and secure storage area, and that the lighting, heating and ventilation will be adequate.

## **C-4 PERSONNEL INFORMATION**

### **Personal Data Changes**

It is the responsibility of each employee to promptly notify the NSD of any changes in personal data. Many changes can be made in the IVisions Web Portal and NSD website (see below) which can be accessed at work or at home. For information on how to access the IVisions Web Portal, please contact the Human Resources Department.

IVisions Web Portal:

- Mailing addresses
- Telephone numbers
- Individuals to be contacted in the event of an emergency
- W-4 Tax Withholding

Additional forms that can be completed via the NSD Website include:

- Direct Deposit

The following changes should be reported directly to the Human Resources Department as documentation may be required:

- Educational accomplishments (official transcripts)
- Employee names (marriage / divorce)
- Dependent names

All personal information should be accurate and current at all times.

### **Employment Applications**

The NSD relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment.

Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment, or, if the person has been hired, termination of employment.

### **Names of New Personnel**

Upon request by the NEA President, a list of names of newly employed certificated employees will be supplied to the local NEA, subject to the employees' right to privacy.

### **Personnel File**

The official personnel file for each employee will be maintained at the NSD Human Resources Department. Material placed in the personnel file must be dated. At reasonable intervals, an employee will have the right to review documents in his/her file.

All employees will be notified within 30 days of receipt by Human Resources of any disciplinary materials added to the personnel file that the employee has not personally requested be added. Employees have the right to respond in writing to documentation placed in his/her file. Employees must respond within 30 days of receiving notice that an item was placed in his/her file. Items may be removed from the file by mutual consent of the employee and the Superintendent or designee.

## **C-5 FINGERPRINTING/CRIMINAL BACKGROUND CHECK**

All employees (to include those contracting with the NSD) working in the NSD (certificated or non-certificated) are required to have the results of a criminal history check on file with the NSD. This process includes:

- Being fingerprinted at the NSD office (if additional fingerprinting is required it will be completed at the Idaho State Police Department in Meridian)
- Submitting the fingerprint fee of \$32.00 to the NSD (payment can be made by cash, check, credit/debit card or money order made payable to the Nampa School District)
- Background checks are conducted through:
  1. Statewide criminal identification bureau
  2. Federal Bureau of Investigation (FBI) criminal history check
  3. National crime information center
  4. Statewide sex offender registry
- Clearing the criminal background check through the agencies above.

Employment with the NSD is contingent upon a clear criminal background report. If an adverse criminal report is received, the NSD may initiate personnel action up to and including termination. Should there be a break in service with the NSD; employees rehired **must** repeat this process.

## **C-6 DRUG AND ALCOHOL FREE WORKPLACE**

NSD has an interest in providing a work environment free from the influence of drugs and alcohol for the benefit of employees, students, and patrons of the District. It is the purpose of this policy to ensure that all employees are free from the effects of drugs and alcohol while at work or on District business.

NSD intends, by this policy, to comply with the requirements of the "Drug Free Work Place Act of 1988" as amended.

NSD has further legal responsibilities to protect the morals and health of its students and a statutory duty to act reasonably in the face of foreseeable risk of harm to students as a part of the NSD duty to protect the health of its students.

NSD, in its loco parentis responsibility for all students, must ensure the safety and security of its students as entrusted to its employees and the interaction and supervision of students.

### **POSSESSION, USE OR DISTRIBUTION OF ILLEGAL DRUGS; ABUSE OF PRESCRIPTION DRUGS AND/OR ALCOHOL**

NSD is committed to ensuring a drug and alcohol free workplace for students, parents, patrons and staff. The possession, use, purchase, sale, or distribution of drugs by any employee is strictly prohibited. Employees are also prohibited from the misuse of prescription medication.

To ensure an alcohol-free workplace, employees are not to consume alcohol within four (4) hours of reporting to work. Furthermore, employees are not to report to work or remain at work while under the influence of alcohol, meaning having a blood alcohol concentration (BAC) greater than .02. Employees are also prohibited from using or possessing alcohol while on duty.

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination.

### **DRUG OR ALCOHOL TESTING REQUIRED OF EMPLOYEES**

#### **Reasonable Cause Testing**

NSD will require an employee to be tested for drugs and/or alcohol if the employee's physical appearance or pattern of behavior provides a reasonable suspicion that the employee may be impaired. A reasonable suspicion test is authorized only if observations are made during, just preceding or just after the employee's duty time. The basis of suspicion may be a specific, contemporaneous event or conduct evidencing behavioral or performance indicators of probable drug or alcohol use.

#### **Post-accident Testing**

Any employee who is involved in a work-related accident as defined below, will be tested for the use of drugs and/or alcohol within two hours or as soon as practicable after the accident. If the test is not administered within two hours following the accident, the reasons for failing to perform said test within the time allotted must be documented and kept on file for review.

Examples of accidents that will require an employee to take a post-accident test include, but are not limited to, situations where:

- an employee causes a fatality or bodily injury to another person and where the injured person requires emergency medical treatment away from the accident; or,
- an employee causes damage to property owned by NSD or by a third party, that may reasonably be estimated to exceed \$500.

Employees who are involved in a work-related accident must inform their immediate supervisor as soon as possible and are to remain readily available to ensure that any needed drug and/or alcohol testing may be promptly conducted. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a saliva, urine, breath, or blood sample. If an employee who is subject to post-accident testing is conscious, able to urinate normally (in the opinion of a medical professional) and refuses to be tested, that employee will be subject to disciplinary action up to and including termination.

### **Return to Duty / Follow-up Testing**

At their own expense, an employee must submit to and pass a drug and/or alcohol test upon returning to duty after being tested positive for drugs or alcohol. Thereafter, at the NSD's discretion, the employee shall submit to and pass up to six random, follow-up drug and/or alcohol tests at their own expense within the following twelve months. These tests are in addition to the other types of tests stated in this policy. Any employee who refuses or fails additional drug and/or alcohol tests will be subject to disciplinary action up to and including termination.

## **DRUG/ALCOHOL TESTING PROCEDURES**

### **Specimen Collection Procedure**

Only those collectors instructed in the proper methods of collection will conduct the specimen collections. The person conducting the collection will utilize a proper chain of custody documentation provided by the laboratory. They will also ensure that the donor's specimen is provided in a location and manner that protects the donor's privacy, and that the specimen is properly identified, sealed, and protected against tampering. Direct observation of a donor providing a urine specimen will only be conducted when there is evidence that the donor has submitted or attempted to submit an adulterated or false specimen. Specimen collection, storage, and transportation to the laboratory will be conducted in a manner that precludes specimen contamination or adulteration.

### **Submission of an Adulterated or Diluted Specimen**

If, during the collection procedures, the collection monitor determines that an employee has submitted an adulterated or diluted specimen, a second specimen will be requested. It will be the second specimen that will then be tested. If the request for a second specimen is refused, the collector will inform NSD of the employee's refusal to submit a suitable specimen. Such conduct will result in either the prospective employee not being offered employment or a current employee being subject to disciplinary action up to and including termination.

### **Notification of Test Results**

All drug and/or alcohol test results will be forwarded to the NSD Human Resources Department through the drug/alcohol testing provider. Prior to informing the NSD Human Resources Department of a current employee testing positive for drugs, the employee will be offered an opportunity to personally discuss the positive results with the Medical Review Officer (MRO). The MRO will follow up on such information as is deemed appropriate. Any employee who is taking a prescription drug that may have been the cause of a positive test result will be asked to provide the name of the medication and the identity of the prescribing physician for verification. If this is verified, the employee's test result will be reported as negative. However, should an MRO determine the result of the positive test to be valid, that result will be conveyed to the NSD Human Resources Department along with the identity of the corresponding drug.

If the employee cannot be located, the MRO or designee may request that the NSD arrange for the employee to contact the MRO as soon as possible to discuss the results of the positive test. The

MRO will communicate a positive result to the NSD Human Resources Department without discussing the result with the employee if the employee expressly declines the opportunity to discuss the results of the test, or if the employee is instructed to contact the MRO, yet fails to do so within three days of that notification.

### **Confidentiality**

Drug and/or alcohol test reports or test results shall not be placed in the employee's personnel file. This information will be held in a separate, confidential medical folder that will be kept securely under the control of the NSD Human Resources Department.

### **Refusal**

An employee may not refuse to take a drug and/or alcohol test when requested to do so consistent with the terms of NSD policy and these rules and regulations. Such a refusal will be considered equivalent to testing positive for drugs or alcohol. An employee will be considered as refusing to test if they expressly refuse to take a test when so requested, fail to provide an adequate saliva, urine, breath, or blood sample without a valid explanation, or engage in conduct that clearly obstructs the testing process.

### **Self-Referral**

All employees who consider themselves to be alcohol or drug dependent are encouraged to obtain an evaluation by a licensed substance abuse professional and to seek treatment if recommended. NSD offers an Employee Assistance Program as part of their medical benefits package and will provide informational assistance in locating professional substance abuse counseling to any employee who requests it.

## **C-7 PERFORMANCE EVALUATION**

Evaluation is the process of assessing employee performance for the purpose of making administrative decisions regarding the re-employment, reassignment, promotion or termination of personnel.

Evaluation of your work will be reviewed periodically with consideration given to performance, attitude, and all of the elements involved in your presence in the workplace. Your supervisor will evaluate the quality of your work and will review with you how well you are carrying out your duties. Suggestions will be made as to where and how improvements can be implemented.

Employees who disagree with the evaluation may submit a letter of rebuttal within 30 days of the completed evaluation. The letter of rebuttal will be attached to the evaluation at the time it is submitted to the Human Resources Department for placement in your personnel file.

Specific information related to performance reviews (forms, process, etc.) can be found on the NSD website.

## **C-8 REDUCTION IN FORCE - CERTIFICATED EMPLOYEES**

It is recognized that the Board of Trustees of Nampa School District (NSD) has the sole and exclusive prerogative to eliminate certificated teachers/staff when necessary and in accordance with Idaho Code. It is the policy of NSD that in the event of the necessity to implement a reduction in force, that certificated teachers/staff are terminated in an equitable manner. A

reduction in force may require the separation, involuntary demotion, reassignment, or reduction in work hours of NSD's certified teachers/staff. This policy does not apply to non-certificated employees (e.g., probationary employees, temporary employees, and classified employees). For purposes of this policy, a certificated employee is one with a certificate issued by the State Board of Education who is employed as a teacher, certificated professional or administrator. This policy shall not apply to the Superintendent of Schools for NSD. NSD may implement a reduction in force for one or more of the following reasons (the below list is not all inclusive):

- Reorganization; or
- Work shortage; or
- Loss of funding or other financial conditions; or
- Decreases in student enrollment; or
- Changes in curriculum

The Administration is directed to establish rules and regulations to implement this policy.

## **C-9 BUILDING ADVISORY TEAMS**

A building level advisory team will be established at each site and will meet on a regular basis. By October 1 of each year, the building will provide an inclusive list of advisory team members and a schedule of anticipated meeting dates to the Superintendent and the NEA President or designee. Principals/administrators and certified staff will collaboratively determine the membership of their site's team. Team members will address building-related issues and may recommend solutions to the principal/administrator. Building Leadership Teams shall continue to address educational and curricular issues for the school. These teams will be in addition to any other avenues available to address building level issues. Issues which are outside the Master Contract addressed by the teams are not grievable.

## **C-10 SUBSTITUTE EMPLOYEES**

The NSD understands the importance of having qualified personnel in the classroom. In order for adequate substitutes to be available for teacher absences, the NSD agrees to review the substitute list a minimum of two (2) times a year to ensure that a quality list of substitutes is available. If the list is not adequate, the NSD further agrees to advertise until enough substitutes have been recruited. Certificated substitutes will be placed first whenever possible.

The pay for substitutes will be no less than \$70.00 per day. After 5 consecutive days in a long-term certified assignment, the pay will increase to \$85.00 per day. Substitute nurses will receive \$125 per day.

A specific substitute can be requested through the absence management system prior to a scheduled absence.

NSD will make every attempt to provide a substitute employee for all classroom certificated employees who are absent from school.

## **C-11 BADGES**

As part of Nampa School District's commitment to safety and security for students and staff, all employees are required to wear a current year Nampa School District approved photo

identification (ID) badge during working hours. The badge will include a current photograph (within three years) of the employee.

Employees may be asked to show their ID badge to gain access to school campuses and for identification after hours or in an emergency. If a badge is lost, stolen or damaged, the employee should report the loss or damage immediately to his/her Supervisor and a replacement badge must be obtained. The district/school will provide at no cost to the employee an ID badge each year. The cost of replacement badges are the employee's responsibility unless the replacement is necessitated by a legal name change or a change required by the district.

The ID badge may be used only by the individual employee. Employees may not "loan" their ID badge to anyone for any reason. Badges are property of the Nampa School District and must be turned in upon separation from employment. It is the Supervisor's responsibility to ensure the employee's badge is returned to Human Resources for destruction.

## **SECTION D:      EMPLOYEE BENEFIT PROGRAMS**

Employees are responsible to verify all leave taken is reflected on their paycheck correctly on a monthly basis. Discrepancies must be rectified within 60 days of the date of the leave.

### **D-1 VACATION BENEFITS**

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification – *regular full-time, (working 248 or more calendar days per year)* – are eligible to earn and use vacation time as described in this provision:

The amount of paid vacation time employees receive each year increases with the length of their employment in a regular full-time position as shown in the following schedule:

- Upon hire, eligible employees are entitled to 10 vacation days each year - prorated. (0 to 5 completed years = 10 days)
- After 5 completed years of eligible employment, the employee is entitled to 12 vacation days each year. (6 to 10 years = 12 days)
- After 10 completed years of eligible employment, the employee is entitled to 15 vacation days each year. (11 to 19 completed years = 15 days)
- After 19 years of eligible employment, the employee is entitled to 20 vacation days each year. (20+ completed years = 20 days)

The length of eligible service is calculated on the basis of a fiscal year (June 13 to June 12).

Upon the employee's hire date in a qualified position, he/she begins to earn paid vacation time according to the schedule and can request use of vacation time. Vacation time may not be accumulated from year to year.

Paid vacation time can be used in minimum increments of fifteen (15) minutes for hourly employees and four (4) hour increments for salaried employees. To take vacation, employees should request advance approval from their supervisor. Requests will be reviewed based on a number of factors, including district needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation.

Any vacation time used must be entered into Time Clock Plus prior to the date the employee is absent and will be calculated and recorded on an hourly basis for all non-exempt, non-salaried employees. For directions on how to use Time Clock Plus, please contact your building secretary or your supervisor.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the 12-month calendar assignment (June 12<sup>th</sup>), employees will forfeit the unused time.

Upon voluntary resignation of employment with two-weeks written notice, employees will be paid for unused vacation time that has been earned (pro-rated) through the last day of work and unaccrued leave that has been used will be deducted from final wages. Upon termination with cause, employees will forfeit all vacation leave balances.

## **D-2 HOLIDAYS**

The NSD will grant paid holiday time off to all employees working a 248 day or more calendar year immediately upon hire. Holiday pay will be calculated on the employee's base pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

The NSD will grant paid holiday time off to employees on the holidays listed below:

- New Year's Day (January 1)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees are required to work on a recognized holiday, they will receive holiday pay plus wages at their base rate for the hours worked on the holiday.

### **D-3 PERSONAL LEAVE**

#### **CERTIFIED**

All full-time certificated employees will be granted three (3) personal leave days with full pay each year.

If the number of Certificated Professional Employees' request for Personal leave exceeds 5% of the building's Certificated Professional Employees for any given day, the Building Administration may deny a Certificated Professional Employee's request for Personal Leave. Requests for Personal Leave will be granted in order received. Verification of the Request for Personal Leave will be returned to the Certificated Professional Employee within three (3) working days of Building Administration's receipt of the request.

For certificated employees any personal time used must be entered into the absence management system prior to the date the employee is absent and will be calculated and recorded on a half-day or whole-day basis. For directions on how to use the absence management system please contact your building secretary or the district Substitute Coordinator.

Certificated Professional Full-Time Employees will have the option of carrying forward a maximum of three (3) unused Personal Leave days from one school year to the next succeeding school year, for a maximum of six (6) possible available Personal Leave days for any given school year. There shall be no option for cash out or cash payment for unused Personal Leave days.

For certified exempt employees personal leave can be used in increments of 4 or 8 hours. To take personal leave, employees should request advance approval from their supervisor. Requests will be reviewed based on a number of factors, including district needs and staffing requirements.

Upon voluntary resignation of employment with two-week written notice and Board approval, employees will be paid for unused personal leave that has been earned (pro-rated) through the last day of work and unaccrued leave that has been used will be deducted from final wages. Upon termination with cause, employees will forfeit all personal leave balances.

#### **CLASSIFIED**

Classified non-contracted employees working 170 – 209 calendar days at twenty (20) or more hours per week are eligible for two (2) days of personal leave with pay, pro-rated. Year-round staff working more than 210 days are eligible for three (3) days of personal leave, pro-rated.

All staff members will have the option of carrying over unused personal leave to the next succeeding year with the following restrictions:

Employees earning two (2) days of personal leave per year may carry over not more than two (2) days and have not more than four (4) days available for use in any given year.

Employees earning three (3) days of personal leave per year may carry over not more than three (3) days and have not more than six (6) days available for use in any given year.

For classified, non-contracted, non-exempt employees personal leave can be used in minimum increments of fifteen (15) minutes. For classified, non-contracted, exempt employees personal leave can be used in increments of 4 or 8 hours. To take personal leave, employees should request advance approval from their supervisor. Requests will be reviewed based on a number of factors, including district needs and staffing requirements.

For classified, non-contracted employees any personal time used must be entered into Time Clock Plus prior to the date the employee is absent and will be calculated and recorded on an hourly basis for all non-exempt employees. For directions on how to use Time Clock Plus, please contact your supervisor or the Payroll Department.

Upon voluntary resignation of employment with two-week written notice, all classified employees will be paid for unused personal leave that has been earned (pro-rated) through the last day of work and unaccrued leave that has been used will be deducted from final wages. Upon termination with cause, employees will forfeit all personal leave balances.

#### **D-4 SICK LEAVE BENEFITS**

NSD provides paid sick leave benefits to all eligible employees for periods of temporary absence due to personal illness, accident or circumstances which render the employee incapable of carrying out his/her duties. Eligible employee classification(s):

- All employees working twenty (20) or more hours a week are entitled to one (1) sick leave day per month worked according to daily or hourly assignment.

Employees will also be allowed to use sick leave when such absence is due to illness or physician appointments of the individual's family: spouse, domestic partner, father, mother, child, brother, sister, foster parent, legal guardian or anyone who has stood in this relationship to the employee. The Superintendent or designee may extend this definition upon application for such extension in unusual cases. Should any application be made to the Superintendent or designee and said application be denied, said reasons for denial will be reduced to written form and a copy provided to the applicant.

Employees who are unable to report to work due to illness or injury should notify their supervisor at least two (2) hours prior to the start of the scheduled start of their workday if possible. The supervisor must also be contacted on each additional day of absence. After three (3) consecutive days of absence, NSD requires that a physician's letter be submitted to the Human Resources Department.

Any sick time used by classified, non-contracted, non-exempt employees must be entered into Time Clock Plus in minimum increments of fifteen (15) minutes for the actual date of absence. Sick time will be calculated and recorded on an hourly basis for all non-exempt employees.

Any sick time used by certificated employees must be entered into the absence management system in minimum increments of four (4) hours for the actual date of the absence. For

directions on how to use the absence management system, please contact your building secretary or the district's Substitute Coordinator.

Any sick time used by classified exempt employees must be entered into Time Clock Plus in minimum increments of four (4) hours for the actual date of the absence.

**Sick leave benefits are intended solely to provide income protection in the event of illness, injury or physician appointments, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment. Sick leave used as personal or vacation time is prohibited.**

NSD allows employees to accumulate unlimited sick leave days that will carry over from year to year.

### **Retirement / Sick Leave**

At the time of retirement, the employee may convert, at a rate established by the Public Employees Retirement System of Idaho (PERSI), a portion of their unused sick leave into a cash equivalent to pay for retiree medical insurance premiums after retirement. The payments from this program continue until the employee's unused sick leave account is depleted.

You must be eligible for retirement to utilize unused sick leave. If you terminate work or terminate insurance coverage with the NSD, prior to actual retirement, you will not be eligible to enroll for NSD insurance or to access your unused sick leave entitlement.

## **D-5 HEALTH INSURANCE**

The NSD offers health, dental and supplemental insurance for each eligible employee to purchase. This coverage includes an Employee Assistance Program.

Insurance benefits will be calculated on a pro-rata basis and the cost of premiums shared by the NSD and the employee. Insurance benefits will be pro-rated, starting at one-half time for certificated staff. No insurance benefits will be provided to those who work less than half time (20 hours per week).

No individual changes in allocation of benefits or deduction may be made outside of the open enrollment period each year except for new employees and employees with qualifying life events.

For information regarding supplemental insurance, including a Flexible Medical and Dependent Care Reimbursement option, please contact the Benefits Department.

## **D-6 BENEFITS CONTINUATION (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the NSD's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, reduction to part-time

hours, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

A written notice will be provided describing the rights granted under COBRA when the employee becomes eligible for coverage or loses coverage under NSD's health insurance plan. The notice contains important information about the employee's rights and obligations.

## **D-7 SHORT- AND LONG-TERM DISABILITY**

Employees may choose to purchase a short-term disability and/or long-term disability insurance policy. Employees who have purchased short-term disability and/or long-term disability may utilize these benefits should they become ill or injured outside the workplace. However, these benefits may not be utilized for illness or injury to dependents.

Upon verification of an accident, there will be a 5-day waiting period prior to eligibility for short-term disability. Upon verification of an illness, there will be a 10-day waiting period prior to eligibility for short-term disability. Short-term disability pays at a rate of 66.66% of the employee's salary; calculated on a 12-month calendar year. This benefit is non-taxable. Upon verification of eligibility by the insurance company; short-term disability may be available for up to 90 days.

Upon verification of eligibility by the insurance company; long-term disability may be available should the employee be disabled beyond 90 days. Long-term disability pays at a rate of 60% of the employee's salary; calculated on a 12-month calendar year. This benefit is taxable. Continued eligibility for a long-term illness or injury is subject to the approval of the insurance company.

Employees utilizing the voluntary short or long term disability benefit will have their pay reduced in an amount that is proportionate to the number of days paid by the insurance company within the corresponding pay period. Contact the Benefits Department for more information.

## **D-8 EMPLOYEE ASSISTANCE PROGRAM**

The NSD cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. While many employees solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice.

Through the Employee Assistance Program (EAP), the NSD provides confidential access to professional counseling services for help in confronting personal problems such as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all benefited employees and their eligible dependents offering problem assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard your privacy and rights. Information given to the EAP counselor may be released only if requested by you in writing. All counselors are guided by a Professional Code of Ethics.

Personal information concerning employee participation in the EAP is maintained in a confidential manner. No personal information is shared between the EAP and NSD.

Employees may consult an approved EAP counselor for as many as five (5) sessions per incident at no cost. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

Minor concerns can become major problems if you ignore them. No issue is too small or too large, and a professional counselor is available to help you when you need it. Contact the Benefits Department for current EAP information.

## **D-9 NAMPA EDUCATION ASSOCIATION**

The Nampa Education Association is the recognized bargaining association for certified staff for the 2016-2017 school year. The NSD and NEA jointly agree to work together to maximize student achievement and staff success, the philosophy and practice for the NSD and the NEA will be one of collaboration.

### **Negotiations Team**

Upon certification of representation, the NSD will work with an Employee Association to create a Negotiations Team. The Negotiations Team will negotiate the provisions of a Master Contract in accordance with Idaho Code and within the scope of the eligible bargaining unit.

### **Representation**

Certificated employees will have the right to have a member of the National Education Association, Idaho Education Association, Nampa Education Association or a colleague present as an observer in matters related to working conditions or appearances before the principal/administrator. In circumstances of immediacy that observer will be at the building level. If both the principal/administrator and employee agree, the observer will be allowed to participate in the process.

In adherence to Idaho Code 33-513 (5f), a certificated employee will have the right to be represented by legal counsel and/or a representative of a local or state teachers' association at hearings concerning probation, suspension, or discharge.

## **D-10 AUTHORIZATION OF PAYROLL DEDUCTION FOR ASSOCIATION DUES**

The NSD agrees to deduct from the salaries of certificated employees such monies for membership in the National Education Association, Idaho Education Association and Nampa

Education Association or other professional association dues as authorized by the certificated employee.

The NEA will certify to the NSD, in writing by October 1st, the current rate of membership dues.

By October 1st, the NEA will provide to the NSD individually signed authorizations for new members to deduct National Education Association, Idaho Education Association and Nampa Education Association dues.

Additional individual authorizations for dues deduction, when received by the NSD from the NEA during the school year, will be prorated over the remaining monthly payments of the employee's current contract.

Authorized deductions, together with records of any corrections, will be transmitted to the treasurer of the NEA twice per month upon request.

## **D-11 DISTRICT PURCHASE CARD**

The Nampa School District #131 may authorize the use of a District purchasing card (P-card) for business expenditures on its behalf. In accepting and/or using the card, the Employee agrees to be bound by the following terms and conditions:

- The card can be used as payment of authorized expenses on behalf of the District and may be used online or in person with vendors that do not accept Purchase Orders.
- Obtaining cash advances is strictly prohibited.
- No purchases for personal use or for any non-district purpose.
- Prior administrative approval for all purchases is required.
- Original receipts and other related documentation for P-Card transactions is required to be provided after purchases are completed.
- Surrender the P-Card to the Nampa School District Finance Department in the event of my transfer, or separation of service from the District.
- Immediately report any lost or stolen P-Cards to the Nampa School District Finance Department and respective bank (See Purchase Card Process Manual).
- Any charges against the P-Card not properly identified or not allowed by the District shall be paid by the employee incurring the charges by check, United States currency, or payroll deduction. Any disallowed charges that are not repaid before the credit card billing is due and payable, the District shall have prior lien against and a right to withhold any and all funds payable the employee up to the amount of the disallowed charges. Any employee who has been issued a P-Card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand to the Director of Finance.

- P-Card records are subject to examination by the Board of Trustees, the Superintendent, the District Office, patrons of the District, and the general public.
- The District shall have unlimited authority to revoke use of any P-Card issued and upon such revocation shall not be liable to any cost subsequently charged to the P-Card.
- Issuance of the P-Card out to anyone other than the authorized employee will be defined as a “misuse” of the P-Card.
- Any violation of the above conditions will result in cancellation of the P-Card. Misuse of the P-Card will result in personal liability for disallowed charges, and disciplinary action up to and including termination.

## **D-12 MILEAGE REIMBURSEMENT**

### **Introduction**

At times employees may be required to use their personal vehicle for business purposes. Reimbursement for the operating expenses of the vehicle will be calculated by multiplying the number of miles traveled by the currently approved State of Idaho’s Standard Mileage Rate published by the State of Idaho - <http://www.sco.idaho.gov/web/sbe/sbweb.nsf/pages/trvlpolicy.htm>. The costs of commuting (travel between home and the work site) will not be reimbursed.

All Nampa School District employees who use their vehicles for business purposes must have current and adequate automobile/liability insurance coverage.

For travel outside of the normal job function, mileage will be reimbursed for the round-trip distance between the employee’s work site and the location of the business function being attended. If employees depart from or return to their home instead of their work site, only the miles in excess of the normal daily commute can be claimed as an expense. Any travel outside the normal job function must be approved in advance by the department director.

Employees required to work at separate locations during the day will be reimbursed for one trip each day between the locations. Any exceptions to this policy would need to be in writing from the department director.

Extraordinary expenses due to unusual circumstances when deemed appropriate and necessary, may be approved by the department director or employee’s supervisor. Supporting documentation shall be attached to the travel expense voucher. Elective continuing education will not be reimbursed for mileage unless prior approval is provided from the department director or employee’s supervisor.

Mileage amounts must be verifiable through the use of commercially available websites (ex. Mapquest, Google Maps) using the “shortest route” option.

Other expenses such as parking will be reimbursed at the actual costs. Original, itemized receipts must be provided.

Employees must document their travel on the District’s Mileage Reimbursement Form.

## **D-13 PROBLEM SOLVING MECHANISM (GRIEVANCE PROCEDURE)**

The Board of Trustees of the NSD recognizes and acknowledges that it is most desirable for both certificated and classified employees and their supervisor/administrator to resolve problems through free and informal communication prior to going to grievance.

The purpose of this procedure is to secure equitable solutions to the problems which may, from time to time, arise and cannot be resolved informally. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **DEFINITIONS**

Employee – an “employee” is a certificated or classified person employed by NSD.

Grievance – a “grievance” is a written claim by an “aggrieved person or persons” that there has been a violation or misinterpretation of any of the provisions of the NSD Employee Handbook, Board Policy, or Master Contract (Certificated Employees). Rate of salary, wage, benefits and/or the decision to terminate a classified employee for cause within the initial 180 days of employment will not be a proper subject for consideration under this grievance procedure.

Day – a “day” as used in this grievance procedure for certificated employees means any day school is in session within the regular school year as shown on the official school calendar. If the grievance extends beyond the regular school year, a “day” means any day, Monday through Friday, exclusive of holidays. For classified employees, a “day” is defined as a designated work day.

### **GUIDELINES**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will constitute the maximum and every effort will be made to expedite the process. The time lines of the grievance procedure set forth in this policy may be waived and modified by mutual agreement.

If the NSD, at any level, fails to respond within the prescribed limits, the grievance may be advanced to the next step of the procedure.

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant(s).

No reprisals of any kind will be taken by the NSD or the school administration against any employee because of his or her participation in a grievance.

A written grievance will meet the following specifications:

- It will be specific.
- It will contain a synopsis of the facts giving rise to the violation or misinterpretations.

- It will contain the specific section of the NSD Employee Handbook, Board Policy, or Master Contract which has allegedly been violated.
- It will state the relief requested.
- It will contain the date of the alleged violation(s).
- It will be signed by the grievant.

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

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

If the grievant becomes non-responsive for a period of ten (10) days during the grievance process, the grievance will become null and void.

## **PROCEDURE**

1. Any employee may file a grievance specific to an alleged violation of the NSD Employee Handbook, Board Policy, or Master Contract. Rate of salary, wage, benefits and/or the decision to terminate a classified employee for cause within the initial 180 days of employment will not be a proper subject for consideration under this grievance procedure.
2. A grievance must be in writing and received by the employee's immediate supervisor within twenty (20) working days of the occurrence of the incident giving rise to the grievance.
3. The immediate supervisor will respond, in writing, to the employee within six (6) working days of receipt of a grievance. This response will include the reasons upon which a decision was based.
4. If the employee is not satisfied with the response of the immediate supervisor, or there is no response within six (6) working days, the employee may appeal the grievance to the superintendent or designee within five (5) working days of the date the response was, or should have been, received.
5. The superintendent or designee will communicate with the employee within six (6) working days in an effort to resolve the appeal.
6. Within five (5) working days of communicating with the employee, the superintendent or designee will respond, in writing, to the employee.
7. If the employee is not satisfied with the response of the superintendent or designee, or no response was received, the employee may request a review of the grievance by a hearing panel within five (5) working days of the date the response was, or should have been, received.
8. The Board of Trustees will convene a panel consisting of three (3) people within ten (10) working days of receipt of the appeal. The panel will consist of one (1) individual designated by the board, one (1) individual designated by the employee, who is not a

current Board Member and one (1) individual agreed upon by the two (2) appointed panel members.

9. The panel will meet for an informal proceeding within ten (10) working days from the date it is appointed. Both the employee and the superintendent or designee, or their designated representative, will be given an opportunity to present information and arguments, oral and written, relevant to the grievance filed in the matter. The panel may establish time limits for the parties' presentations of information and argument. The rules of civil procedure and evidence do not apply.
10. The panel will review all relevant facts presented by the parties and will determine whether the employee's grievance constitutes:
  - a. Act(s) of unfair treatment by the NSD; or
  - b. A violation of District/Board Policy, NSD Employee Handbook, or Master Contract.
11. The panel will submit a written decision, setting forth factual findings and conclusions, within five (5) working days following completion of the review of the employee, superintendent, and board. The decision will also inform the parties of the right to appeal to the Board.
12. The panel's decision will be the final and conclusive resolution of the grievance unless either party appeals the panel's decision to the Board of Trustees. The written appeal must be received by the clerk five (5) days prior to the next regularly scheduled Board meeting. The Board will review the panel's decision and decide, by resolution, to affirm or overturn such decisions at the next regularly scheduled public meeting.
13. Either party may, within forty-two (42) calendar days of the filing of the Board's decision, appeal to the district court of this Canyon County.

## **SECTION E: TIMEKEEPING & PAYROLL**

### **E-1 PAYDAYS**

All employees are paid monthly on the 25<sup>th</sup> day of the month, or before should the 25<sup>th</sup> fall on a weekend, or holiday. For specific dates, refer to the IVisions web portal. The pay period is the 13<sup>th</sup> through the 12<sup>th</sup> of each month.

The deadline for submitting changes affecting payroll (i.e. W4, direct deposit, etc.) is the 10<sup>th</sup> of each month.

### **E-2 DIRECT DEPOSIT**

All employees will be paid via direct deposit and must provide the Payroll Department with a completed direct deposit authorization form and provide a voided check or bank form displaying the bank routing number and account numbers within three business days of new hire

orientation. Employees may view an itemized statement of wages on the IVisions web portal. Contact the Payroll Department for more information.

## **E-3 PAYROLL DEDUCTIONS**

Non-exempt Employees: Non-exempt employees will be paid via level pay or as an hourly employee based on actual hours worked as recorded in the NSD timekeeping system.

Exempt Employees: Exempt employees are paid on a salary basis and in general, are paid over a 12-month period.

All employees may have their pay reduced and or require pre-approval for unpaid leave in some circumstances including but not limited to the following:

1. Employees who are absent because of sickness or disability will not be paid for that time unless they have accrued and utilize benefits under the NSD's paid time off – vacation, sick, or personal leave provisions.
2. Employees who take leave under the Family Medical Leave Act (FMLA), will not be paid for that time unless they have accrued and utilize benefits under the NSD's paid time off - vacation, sick, or personal leave provisions. Note: FMLA time runs concurrently with paid leave time.
3. Employees who utilize short or long-term disability benefits, will have their daily pay reduced in an amount that is proportionate to the number of days paid to them by the insurance carrier.
4. Employees using sick days in excess of their available balance will have their pay reduced in an amount that is proportionate to the number of days or hours that have been used in excess.
5. Employees suspended without pay for workplace misconduct or willful disregard for provision and procedures will have their pay will be reduced in an amount that is proportionate to the number of days suspended.
6. Employees who terminate employment either voluntarily or involuntarily prior to the end of their assignment, may have their pay deducted proportionate to the amount of pre-payment received via level pay and the number of actual days worked.
7. Employees who terminate employment either voluntarily or involuntarily prior to the end of their assignment, may have their pay deducted proportionate to the amount of pre-payment received for unaccrued personal, vacation and/or sick leave.

## **E-4 FLEX TIME**

Flex Time occurs when an employee's normal start and stop time for a particular day is adjusted to accommodate a work need or a personal need. Flex time must be accounted for during the workweek, Sunday through Saturday, and cannot be extended beyond the workweek it occurs.

Occasionally a classified employee may be asked to work an adjusted work schedule by his/her supervisor. For example, in the case of snowfall, certain maintenance employees may be asked to report to work earlier than his/her scheduled start time in order to clear snow from building entrances and walkways. In this case, Flex Time allows for an employee to leave earlier than his/her scheduled stop time that day to avoid exceeding his/her regular number of hours scheduled for that day.

In certain cases, an employee, with prior approval from his/her supervisor, may adjust his/her daily schedule to address a personal need during the work day, but still work the regular number of hours for the work week. For example, an employee may report to work late to attend a doctor's appointment in the morning. In this case, Flex Time allows for an employee to leave later than his/her scheduled stop time that day to avoid working less than his/her regular number of hours scheduled for that day. The employee may also work additional time within that work week so as to make up time lost taken for other purposes. All additional time worked (as Flex Time) must be within the same work week that time off is taken. Flex Time is used at the supervisor's discretion and must be approved in advance.

## **E-5 COMPENSATORY TIME OFF (COMP TIME)**

The accumulation of Comp Time is strictly prohibited.

## **E-6 OVERTIME**

Non-exempt (hourly) employees will be paid at one and one-half (1 ½) times their regular hourly rate of pay for all hours worked in excess of 40 hours per week. All overtime must be approved in advance by the employee's supervisor.

## **E-7 EXEMPT EMPLOYEES**

The Human Resources Department will keep a roster of all employees who are classified "exempt" under the Fair Labor Standards Act (FLSA). FLSA exempt employees are excluded from the Overtime provisions above.

# **SECTION F: LEAVE INFORMATION**

## **F-1 WORKERS' COMPENSATION LEAVE**

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

Every effort will be made to provide light duty work immediately following the work-related injury as to avoid any time loss for the employee.

Subject to the terms, conditions, and limitations of the applicable plans, the NSD will continue to provide health insurance benefits for the full period of the approved workers' compensation leave.

Benefit accruals, such as vacation, sick leave, and holiday benefits, will continue during the approved workers' compensation leave period.

So that the employee's return to work can be properly scheduled, an employee on worker's compensation leave is requested to provide the NSD with at least two weeks advance notice of the date the employee intends to return to work. When a workers' compensation leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If the employee fails to return to work on the agreed upon return date, NSD will assume that the employee has resigned.

## **F-2 FAMILY AND MEDICAL LEAVE ACT of 1993**

The Family and Medical Leave Act of 1993 (FMLA) requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for the NSD for at least one year, working at least 1,250 hours over the previous 12 months.

### **Types of Family Leave**

NSD will grant FMLA leave for the following reasons:

1. The birth of a child of the employee and to care for the child while under the care of a physician
2. To care for a newborn child after the expiration of the physician's recovery period (*within the first 12 months of birth*)
3. The placement of a child with the employee through adoption or foster care and to care for the child
4. To care for the employee's spouse, child, or parent with a serious health condition \*
5. A serious health condition makes the employee unable to perform one or more of the essential functions of his or her job.
6. Military Family Leave - available to employees who are a spouse, child, parent or next of kin to a covered service member of the U.S. Armed Forces with a serious injury or illness needing care. This injury / illness must have been incurred in the line of duty and rendered the service member medically unfit to perform the duties of his/her office, grade, rank or rating.

\*See the Human Resources Office for federal regulations on the definition of "child" in regard to FMLA.

### **Spouse's Leave**

If the employee and the employee's spouse are employed by the NSD, they are only entitled to combined leave of up to 12 weeks in a 12-month period for the birth, adoption, or placement of a child for foster care or to care for a sick parent.

### **Intermittent Leave**

Leave for serious health conditions may be taken intermittently or on a reduced leave schedule when that type of scheduling is medically necessary. If the employee requests intermittent leave or leave on a reduced schedule, the NSD may require that the employee transfer to a temporary alternative job for which the employee is qualified and that better accommodates the intermittent or reduced hour leave than the employee's regular job. The temporary position will have pay and benefits equivalent to the employee's regular job.

### **Advance Notice**

In order to prepare for the employee's absence during family and medical leave, the NSD requires thirty (30) days written notice signed by the employee of the employee's intention to take leave prior to the date leave is to begin. If, due to emergency or unforeseen circumstances, the employee is unable to provide thirty (30) days notice before taking leave, notice as soon as possible and practical is acceptable. If the employee's request meets the requirements for FMLA leave, and the employee has not used up the number of weeks of leave to which the employee is entitled, the employee's request for leave will be approved. If the employee is requesting leave for planned medical treatment, either for the employee or a family member, after consulting with the treating physician, the employee is required to make a reasonable effort to schedule the treatment so as not to unduly disrupt NSD operations.

### **Certification of Medical Condition**

When requesting leave for the serious health condition of a family member or for the employee's own serious health condition, the NSD requires that the employee provide certification issued by the attending health care provider of the need for leave. The NSD may require, at its own expense, a second medical opinion from a health care provider designated by the NSD. Should the second opinion differ from the original certification provided by the employee, the District, at its own expense, may require that the employee obtain a third opinion. The opinion of the third health care provider, designated by both the NSD and the employee, is final and binding on both the District and the employee. The NSD requires re-certification of the continued need for leave every thirty (30) days while the employee is on leave.

### **Certification after Illness**

If FMLA leave is taken because of the employee's serious health condition; the employee is required to provide certification prior to returning from leave that the employee is able to resume work.

### **Benefits and Job Restoration**

While on FMLA leave, the employee's benefits, including health care coverage for the employee and the employee's dependents, will be continued. At the end of family and medical leave, the employee will be returned to the position the employee held when leave began or will be given an equivalent position with like employment benefits, pay, and other terms and conditions of employment. No benefits that accrued prior to taking leave will be lost because family and medical leave is taken; however, the employee will not be entitled to accrue employment benefits while on leave. In addition, the employee is not entitled to any right, benefit, or position of employment other than a right, benefit, or position of employment that the employee would have been entitled to if the employee were not on leave.

### **Unlawful Acts**

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

Employers cannot use the taking of FMLA leave as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions; nor can FMLA leave be counted under "no fault" attendance policies.

### **Enforcement**

FMLA is enforced by the Wage and Hour Division of the U.S. Department of Labor's Employment Standards Administration. This agency investigates complaints of violations. If violations cannot be satisfactorily resolved, the Department may bring action in court to compel compliance.

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

## **F-3 MEDICAL LEAVE**

For employees that do not qualify for FMLA, medical leave may be granted for their own medical condition if a physician deems it necessary for up to 8 weeks. All available leave balances will be used during this leave.

## **F-4 MILITARY LEAVE**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees can receive full pay while on leave for two-week training assignments and shorter absences. Unless employee accesses their unused personal or vacation paid leave, the portion of any military leaves of absence in excess of two weeks will be unpaid.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

## **F-5 JURY DUTY / COURT RELATED LEAVE**

Employees subpoenaed for jury duty or other mandated court appearances not of a personal nature shall be granted leave with pay upon submission of a copy of the subpoena to the Human Resources Department. Paid Court Related Leave shall not apply in any situation where the employee is the plaintiff in any civil action.

In the situation where an employee is a defendant in a criminal action, if the employee is acquitted and only if such criminal prosecution is in relation to the employee's official school-related duties will the District pay Court Related Leave. In all other such circumstances, the employee must utilize personal leave prior to taking time off without pay.

## **F-6 BEREAVEMENT LEAVE**

All full-time employees will be granted up to five (5) days paid Bereavement Leave for the death of any member of the immediate family (wife/husband, domestic partner, child, spouse of child, parent/parent-in-law, sibling/sibling-in-law).

All full-time employees will be granted up to three (3) days of paid Bereavement Leave for the death of a grandparent, grandchild, niece or nephew, aunt or uncle of either the employee or the spouse of the employee.

When circumstances warrant, an additional allotment of unpaid Bereavement Leave may be approved by the Superintendent or designee of the Superintendent. Should any application be denied, the reasons for the denial will be reduced to writing and a copy provided to the applying Certificated Professional.

## **SECTION G: EMPLOYEE CONDUCT AND WORK RULES**

### **G-1 EMPLOYEE CONDUCT AND WORK RULES**

To ensure orderly operations and provide the best possible work environment, the NSD expects all employees (certificated and classified) to follow rules of conduct that will protect the interests and safety of all employees and students.

Failure to abide by established rules, policies, etc. may result in the following disciplinary action:

- Letter of Concern to be placed in the employee's personnel file.
  - Depending upon the severity of the circumstances this step may be by-passed.
- Letter of Reprimand to be placed in the employee's personnel file.

- Depending upon the severity of the circumstances this step may be by-passed.
- Probation (certificated employees only, pursuant to Idaho Code)
- Termination

The employee may put objections in writing and have them attached to the Letter of Concern or Letter of Reprimand to be placed in his/her personnel file.

The following offenses, which are not exhaustive, are examples of misconduct which result in disciplinary action, up to and including, termination of employment.

- Possession or use of alcoholic beverages or controlled substances on the job or reporting for work under the influence of either. This may include use of drugs or alcoholic beverages during off work hours which affect the employee's efficiency and/or safety on the job (see Alcohol and Drug Use Provision).
- Sexual or other unlawful harassment
- Inappropriate computer, network, internet, social media or digital devices usage - accessing, submitting, posting, publishing, forwarding, downloading, scanning, or displaying materials that are obscene, threatening, discriminatory, harassing, or illegal
- Damage to school district property due to negligence
- Falsification of employment applications, records or time clock
- Clocking in or out for another employee with or without their permission
- Altering the punch times of another employee in the NSD's time keeping system
- Theft of property belonging to the NSD, another employee, parent or student
- Acts resulting in injury, fighting or horseplay while on NSD premises
- Immoral conduct that may affect NSD goodwill
- Insubordination, carelessness or inefficiency
- Failure to return from a leave of absence or vacation when scheduled
- Gambling of any kind on school district premises
- Carrying firearms or other dangerous weapons on school district premises
- Absence from work without permission
- Actions resulting in conviction from law enforcement
- Walking off the job without permission during working hours
- Smoking or electronic vaping on NSD property or in NSD vehicles
- A violation of the standards of behavior which the employer has a right to expect
- Discourtesy or rudeness to any staff member, parent or student

- Operating equipment not assigned to you by a manager, supervisor or administrator
- Using school district equipment for personal reasons without management approval
- Sleeping or deliberately loafing during working hours
- Violation of established safety rules
- Abusive language
- Unsatisfactory work performance
- Failure to report work related injuries and illnesses, regardless of the severity
- Failure to report unsafe working conditions or the need for maintenance or repair of vehicles or equipment
- Habitual tardiness or excessive absenteeism
- Inability to work in accordance with staff, parents and students
- Bullying, intimidation or harassment
- Any other reason which may be deemed by the NSD to make discipline, including termination, necessary

## **G-2 BULLYING, CYBERBULLYING, HARASSMENT, INTIMIDATION**

The Nampa School District is committed to providing a safe learning environment for students and staff. State law and Nampa School District board policy prohibit any form of harassment by any student or staff member which is meant to demean, degrade, embarrass or cause humiliation to any student or staff member. The Nampa School District will maintain an educational environment in which bullying in any form is not tolerated. This includes actions on school grounds and actions at locations outside of school grounds that can be reasonably expected to materially and substantially interfere with the operation of the school, educational environment, or impinge on the rights of other students or staff. Everyone involved in the educational process is accountable for ensuring students and staff have a safe learning and working environment.

Bullying occurs when a student or staff member is exposed, repeatedly and over time, to negative actions on the part of one or more other people. In bullying incidents, there is an imbalance of power of real or perceived power, such that the victim has a hard time defending him/herself against the tormentors. Bullying behavior involves “harm” and “unfair match” and “repetition.” Bullying behavior that is motivated by characteristics such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability can be illegal. Bullying behavior may disrupt learning, spread fear among students, reduce teacher effectiveness and cause psychological harm including violence and the threat of suicide. Bullying behaviors include, but are not limited to:

- Physical: kicking, shoving, hair-pulling, hitting, slapping, biting, tripping, stealing, spitting or damaging possessions;

- Verbal: name calling, taunting, put-downs, teasing, threats, rumors, sarcasm, gossiping, speaking over a person, misuse of authority to demean, ethnic slurs or betraying a confidence;
- Emotional: mocking, laughing, imitating, rejecting, humiliation, excluding, social isolation, writing notes, emails, text messages, dirty looks or hand signs:

Cyberbullying includes, but is not limited to, the following misuses of technology: harassing, teasing, intimidating, threatening, or terrorizing another student or staff member by way of any technological tool, such as sending or posting inappropriate or derogatory email messages, instant messages, text messages, digital pictures or images or website postings (including blogs) which has the effect of:

- Physically, emotionally or mentally harming a student or staff member;
- Placing a student or staff member in reasonable fear of physical, emotional or mental harm;
- Placing a student or staff member in reasonable fear of damage to or loss of personal property; or
- Creating an intimidating or hostile environment that substantially interferes with a student's educational opportunities, or staff member's work.

All staff have a duty to intervene or facilitate intervention on behalf of students facing bullying, cyberbullying, harassment, or intimidation as incidents occur. Staff, students, parents, guardians or other persons may report or otherwise provide information on bullying activity by contacting teachers or Administrators verbally or in writing at the school to which the student facing bullying, cyberbullying, harassment, or intimidation attends. Additionally, all staff have a duty to report to Administration any form of bullying, cyberbullying, harassment, or intimidation within 48 hours.

Complaints shall be reviewed promptly by staff under the direction of the Administration and corrective action including the use of graduated consequences shall be taken when a complaint is verified. Administrators must record the incidents in the student information system for required state reporting. Incidents must be recorded within 7 business days of notification. Neither reprisals nor retaliation shall occur as a result of the submission of a complaint. Failing to report or take corrective action as needed may lead to disciplinary action up to and including termination.

### **G-3 DRUG AND ALCOHOL USE**

It is the NSD's desire to provide a drug-free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on the NSD premises and while conducting business-related activities off the NSD premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this provision may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependence or abuse are encouraged to use the resources of the Employee Assistance Program (EAP). They may also wish to discuss these matters with their supervisor or the Human Resources Department to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of disciplinary action, may be eligible to participate in a rehabilitation or treatment program through the NSD's health insurance benefit coverage.

Employees may refer to the NSD Drug and Alcohol Free Workplace Policy (C-5) for additional information. Employees who have further questions on this provision or issues related to drug or alcohol use in the workplace can raise their concerns with their supervisor or the Human Resources Department without fear of reprisal.

#### **G-4 FRAUD PREVENTION AND INVESTIGATION**

The NSD is a public school district funded by our local community taxpayers. Therefore, the NSD is committed to being good stewards of the funds entrusted to us. This includes being accountable to the community for properly using and accounting for expenditures that contribute toward the education of the children of the NSD.

The NSD fraud prevention guidelines are established to facilitate the development of controls that will aid in the detection and prevention of fraud against the NSD.

These guidelines apply to any irregularity or wrongdoing, or suspected irregularity or wrongdoing, involving employees, consultants, vendors, contractors, and/or any other parties with a business relationship to the NSD. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the NSD.

A partial listing of actions constituting fraud includes but is not limited to:

- Any dishonest or fraudulent act
- Misappropriation of funds, supplies, or other NSD assets
- Impropriety in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge of NSD activities
- Using NSD accounts for personal purchases
- Disclosing confidential and proprietary information to outside parties
- Accepting or seeking anything of value from contractors, vendors, or persons providing services/materials to NSD for personal gain
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or any similar or related irregularity

The Finance Director has the primary responsibility for the investigation of all suspected fraudulent acts as defined in these guidelines. If the investigation substantiates that fraudulent

activities have occurred, reports will be issued to the appropriate designated personnel and the Superintendent.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with NSD legal counsel and senior management, as will final decisions on disposition of the case.

All information received will be treated confidentially. **Any employee who suspects dishonest or fraudulent activity has a duty to notify the Superintendent or designee immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected-fraudulent act.** Any raised concerns or reports can be made without fear of reprisal or retaliation.

Investigation results *will not be disclosed or discussed* with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the NSD from potential civil liability.

The Finance Director and Human Resources Director will have free and unrestricted access to all NSD records and premises, whether owned or rented; and the authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without the prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation.

## **G-5 SEXUAL HARASSMENT**

The NSD is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated. The NSD will provide and require ongoing sexual harassment training to ensure you the opportunity to work in an environment free of sexual and other unlawful harassment.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.

- Physical conduct that includes touching, assaulting, or impeding or blocking movements. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace; report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Human Resources Department. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor who becomes aware of possible sexual or other unlawful harassment must immediately advise the Human Resources Department or their immediate supervisor so it can be investigated in a timely and confidential manner. Anyone engaging in sexual harassment will be subject to disciplinary action, up to and including termination of employment.

## **G-6 ATTENDANCE AND PUNCTUALITY**

To maintain a safe and productive work environment, the NSD expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the NSD. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they are to contact their supervisor at least two (2) hours prior to the start of their scheduled work day. Failure to do so may result in an unexcused absence or tardy.

Poor attendance and excessive tardiness are disruptive. Any absence in excess of three days without a call to your Supervisor will be considered job abandonment. These instances may lead to disciplinary action, up to and including termination of employment.

## **G-7 DRESS CODE PROVISION**

This is a general overview of appropriate business casual attire. Items that are not appropriate for the office are listed, too. Neither list is all-inclusive and both are open to change. The lists tell you what is generally acceptable as business casual attire and what is generally not acceptable as business casual attire. Various positions may require different standards of dress. Professional attire is required except on days that are deemed as casual or dress down days. Even though the standard of dress may be relaxed on these days, employees must keep to a quality standard of dress.

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business casual attire for work, please ask your supervisor or your Human Resources staff.

### **Slacks, Pants, and Suit Pants**

Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, flannel pants, dressy capris, and nice looking dress synthetic pants are acceptable. Inappropriate slacks or pants include jeans, sweatpants, exercise pants, Bermuda shorts, short shorts, shorts, bib overalls, leggings, and any spandex or other form-fitting pants such as people wear for biking.

### **Skirts, Dresses, and Skirted Suits**

Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Short, tight skirts are inappropriate for work. Mini-skirts, skorts, sun dresses, beach dresses, and spaghetti-strap dresses are inappropriate for work and not considered business casual attire.

### **Shirts, Blouses, and Jackets**

Casual shirts, dress shirts, sweaters, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire for the office, if they violate none of the listed guidelines. Inappropriate attire for work includes tank tops; midriff tops; shirts with potentially inappropriate words, terms, logos, pictures, cartoons, or slogans; halter-tops; tops with bare shoulders; sweatshirts.

### **Shoes and Footwear**

Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, and leather deck-type shoes are acceptable for work. Flip-flops and slippers are not acceptable for work.

### **Jewelry, Makeup, Perfume, and Cologne**

Should be in good taste, with limited visible body piercing. Remember, that some employees are allergic to the chemicals in perfumes and make-up, so wear these substances with restraint.

### **Hats and Head Covering**

Hats are not appropriate in the office. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

### **Exceptions**

Employees working in Maintenance, Custodial, Technology, Warehouse or Nutrition Services are to wear uniforms if provided. However, when approved by the appropriate administrator, employees of these departments may wear:

- Jeans
- Casual work pants
- T-shirts or sweatshirts without slogans or inappropriate pictures

For safety and cleanliness, hair should be worn so as not to obstruct vision - tied back securely and kept in a hat or hair net. Please contact your supervisor or the Human Resources Department if you have any questions regarding the Dress Code Provision.

## **Conclusion**

If clothing fails to meet these standards, as determined by the employee's supervisor and Human Resources staff, the employee will be asked not to wear the inappropriate item to work again and may be sent home to change clothes.

If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning. All other policies about personal time use will apply. Progressive disciplinary action will be applied if dress code violations continue.

## **G-8 PARENT TEACHER ASSOCIATION (PTA)/ BOOSTER CLUB MEMBERSHIP**

Employees of the district cannot be the Treasurer or Financial officer of the board of a PTA or booster club at their worksite.

## **G-9 RESIGNATION**

Resignation is a voluntary act initiated by the employee to terminate employment with the NSD. Although advance notice is not required, the NSD requests that a signed, written letter of resignation be given with at least two weeks notice from all employees.

Certificated employees must notify the Human Resources Department in writing as soon as possible if he or she intends to resign from the district for the next school year. A certificated employee who wishes to be released from a contract after the contract has been signed must submit, in writing, a request to be released from contract at least thirty (30) days in advance of the desired release date. The Board of Trustees will either grant or deny the employee's requested release.

## **SECTION H: STAFF PROCEDURES**

### **H-1 DISTRICT VEHICULAR / MOVING VIOLATION RULES**

These rules apply to vehicles owned, leased or rented to the NSD and personally owned vehicles driven by employees on behalf of the district.

When operating a NSD vehicle:

- All drivers must adhere to safety provisions including the “Vehicle Use”, “Gas Card” and “Cell Phone Use” provisions.
- All drivers must have a valid driver’s license.
- Motor Vehicle Records will be checked periodically. Driving privileges may be suspended or terminated if your record indicates an unacceptable number of accidents or violations. Should your record fall into our insurance carriers guidelines of an “unacceptable driver”, your driving privileges within the NSD will be suspended.
- Your supervisor must be notified of any change in your license status or driving record.

When operating your own vehicle for NSD business:

- Your personal auto liability insurance is the primary payer. The NSD’s insurance is in excess of your coverage.
- The NSD is not responsible for the physical damage to your vehicle. You must carry your own collision and comprehensive insurance.
- Report mileage for expense reimbursement.

If you are in an accident:

- Take the necessary steps to protect the lives of yourself and others.
- Comply with police instructions.
- Report the accident to the NSD as soon as possible.
- Do not assume or admit fault. Others will determine liability and negligence after thorough investigation.
- If you are found to be at fault for a vehicular accident and the damages caused by said accident; the following may occur:
  1. You may be asked to reimburse the NSD for any out of pocket expenses incurred for the repair of the vehicle
  2. Disciplinary action may occur, up to and including termination

The NSD is not responsible for any moving violations, parking tickets or any city ordinances or state/federal laws regarding your driving habits and operation/care of your personal motor vehicle. Any tickets issued are the employee’s responsibility, even if the ticket is issued while conducting business for the NSD.

## **H-2 DISTRICT CELL PHONE RULES**

These guidelines represent NSD’s Employee Cell Phone Appropriate Use rules. They are intended to provide guidance but do not attempt to state all required or prohibited activities by users.

### Cell Phone Use Is a Privilege, Not a Right

Staff use of NSD cell phones is a privilege, not a right. Unacceptable use/activity may result in suspension or cancellation of privileges as well as additional disciplinary and/or legal action.

### Cell Phone Use Rules

- NSD cell phone service is provided for work-related purposes consistent with the district’s educational mission.
- The same NSD rules and expectations that govern employee conduct also apply to cell phone use.

- Employees are further expected to comply with all specific instructions from their supervising administrator regarding cell phone use.
- Excessive and/or unreasonable personal use is prohibited.
- Any charges incurred inconsistent with NSD provision or over the provided (NSD billing plan)\* including 411 information, non-work related long distance and or roaming charges will be the responsibility of the cell phone user and will be billed to the employee accordingly.
- All charges are reviewed and non-compliance with NSD provisions could result in loss of the privilege.
- Texting while operating a motor vehicle is prohibited.

#### School/Department Provision & Procedures

Cell Phone service is provided at the recommendation of school or department administration and they are responsible for:

- Documenting the need and purpose for cell phone service by submitting a cell phone request to the Information Services Management for approval.
- Cell phone service can be terminated by NSD at the discretion of the appropriate supervisor.
- Investigating unusual calling patterns, unexpected charges or unusual call volume in conjunction with Information Services Management.
- Upon termination of employment all cell phone service is deactivated and any NSD owned or provided devices must be returned to Information Services. Arrangements can be made to purchase devices through Information Services.

The NSD Information Services Department will provide consulting and advisory services as requested to assist in clarifying usage questions.

#### Compensation for Losses, Costs, and/or Damages

Employees shall be responsible for compensating NSD for any losses, costs, or damages incurred by the school district related to violations of provision and/or these rules, including investigation of violations.

### **H-3 DISTRICT GAS CARD RULES**

These guidelines represent the NSD's Employee Gas Card Appropriate Use rules.

#### Scope

These guidelines apply to all departments using a gas card issued for fuel purchasing.

#### Rules

- The NSD gas card program provides a convenient and efficient means of purchasing fuel used for School District business.
- This card is to be used solely for official business and it may not be used for any personal charges.
- Non-adherence to any of the provisions or procedures may result in revocation of individual cardholder privileges, financial reimbursement to the NSD and possible disciplinary action.

#### Administration

- Gas cards will be issued by the Building Maintenance Manager or Landscaping Manager on a weekly basis and returned to the supervisor by the end of each week. Gas receipts must be submitted and all purchases verified when the card is returned.
- Any fueling that may occur after hours or on non-work days must be pre-approved by the Supervisor.
- Supervisors will monitor and maintain the gas card usage log on a daily/weekly/monthly basis.

#### Card Security

- All gas cards are to be kept in a secure location, under the direction of the Supervisor.
- Unauthorized use of gas cards is strictly prohibited.

#### Responsibility of cardholder

- All purchase of fuel will be logged-in with a receipt from the gas pump.
- All fuel purchased must be regular unleaded or LS C diesel.
- It is the cardholder's responsibility to immediately report to the Building Maintenance supervisor if the issued card is lost/stolen etc.
- Should a cardholder terminate employment with the NSD, their assigned card will be relinquished immediately.
- Failure to comply with these provisions could result in disciplinary action and possible financial reimbursement to the NSD, up to and including termination.
- Users will be assigned a PIN, and shall not disclose its identity to anyone else.

#### Compensation for losses and costs

Employees will be responsible for compensating NSD for any losses or costs incurred by the NSD related to violation of provision and/or these rules, including investigation of violations.

## **H-4 DISTRICT AUTHORIZED VEHICLE USE RULES**

Employees authorized to operate NSD vehicles include: regular, part-time and temporary employees.

#### Employees must:

- Possess a valid driver's license to operate the type and class of vehicle they will be permitted to drive, e.g., CDL, with proper endorsement.
- Have no restrictions that would prevent them from legally or safely operating the assigned vehicle.
- Have permission to operate the vehicle from the supervisor.
- Be age 18 or older, (approval for drivers under the age of 18 can be granted by the Supervisor, if the employee has a minimum of two years unrestricted driving experience and is able to provide an acceptable motor vehicle record).

#### Authorized passengers in NSD vehicle include:

- Other NSD facilities employees.
- Individuals that have NSD vehicles assigned to them should not have any other person in their vehicle unless it is for official business, or authorized and pursuant to their department provision.

#### User's responsibility:

- User's authorization: It is the responsibility of the approving department and the user to ensure that the vehicle is used for official business only.
- Driver's license: Drivers must have a valid license.
- Citations: Responsibility for traffic citations belong to the cited user.
- Inspections before and during use: The user is responsible for inspecting tires, brakes, horn, lights, windshield wipers, oil check, and general condition of vehicle prior to leaving motor pool.
- If deficiencies are noted before use, advise supervisor. Should a problem develop during use of the vehicle, contact the supervisor immediately.
- Smoking, alcoholic beverages, controlled substances: Use or possession is prohibited in any NSD vehicle.
- Safe and prudent use: All users of NSD vehicles are required to operate the vehicle in a safe and prudent manner. Use of seatbelts is a state-mandated law and is required during the operation of any vehicle.

Condition of vehicle: Maintain the auto prudently by avoiding areas where potential rock damage to transmissions and undercarriage might occur or excessive mud or debris would damage the vehicles interior and exterior.

## H-5 COMPUTER AND INTERNET APPRIOPRIATE USE

These rules represent Nampa School District's (NSD 131) Staff Internet and Appropriate Use. They are intended to provide general guidelines and examples of prohibited uses but do not attempt to state all required or prohibited activities by users. Failure to comply with these rules may result in loss of computer and Internet access privileges, disciplinary action, and/or legal action. We believe the Internet offers vast, diverse, and unique resources to both students and teachers. Our goal in providing this service is to promote educational excellence in our schools by facilitating resource sharing, innovation, and communication.

### Prohibited Use

The user is responsible for his or her actions and activities involving NSD 131 computers, networks, and Internet services and for his or her computer files, passwords, and accounts. Examples of unacceptable uses that are expressly prohibited include but are not limited to the following:

- **Accessing inappropriate materials** —accessing, submitting, posting, publishing, forwarding, downloading, scanning, or displaying materials that are obscene, threatening, discriminatory, harassing, illegal, or otherwise inappropriate
- **Email creation for students** — No teacher/staff shall create an email for a student(s). The district will create and maintain emails for all students and staff
- **Illegal activities** —using the school's computers, networks, and Internet services for any illegal activity or activity that violates other board policies, procedures, and or school rules
- **Violating copyrights** —copying or downloading copyrighted materials without the owner's permission
- **Plagiarism**—representing any materials obtained on the Internet as a person's own work (such as term papers, articles, etc.). When Internet sources are used in student work, the author, publisher, and Web site must be identified
- **Installing software**—installing or downloading software without the express authorization of Information Services

- **Non-school** —related uses —using the NSD computers, networks, and Internet services for non-school—related purposes such as private financial gain, commercial, advertising or solicitation purposes, or for any other unauthorized personal use
- **Misuse of passwords/unauthorized access**—sharing passwords, using other users' passwords, and/or accessing other users' accounts
- **Malicious use/vandalism**—any malicious use, disruption, or harm to the school's computers, networks, and Internet services, including but not limited to hacking activities and creation/uploading of computer viruses, unauthorized access to chat rooms/news groups —accessing chat rooms or news groups without specific authorization from the supervising teacher
- **Cyberbullying**- Cyber bullying can generally be defined as sending or posting harmful or malicious messages or images through e-mail, instant messages, cell phones, social media and websites. It is emerging as one of the more challenging issues facing educators, since it has a direct impact on students but often occurs away from school property

### **Internet Safety**

No action is foolproof, but there are steps staff can take to protect themselves on-line and lessen the chance of becoming the victim of unsolicited messages:

- Never give out personal information, passwords, PIN numbers, etc.
- Remember that personal information includes your name, age, e-mail address, the names of family or friends, your home address, phone number (cell or home) or school name
- Passwords are secret. Never tell anyone your password
- Do not respond to "spam" or unsolicited e-mail
- Never respond to phishing attempts (a deceptive computer based means to trick individuals into disclosing sensitive information such as your password, social security number, etc.)
- Do not respond to, or engage in cyber abuse

### **Apps/Software**

All apps, books, movies, music, and/or software added to the device will need to be appropriate for the k-12 environment. As with all NSD 131 computers/devices, the Appropriate Use will be enforced. The employee shall be responsible for compensating NSD 131 for any losses, costs, or damages incurred by the school related to violations of policy and/or these rules, including investigation of violations.

Examples of unacceptable software/apps that are expressly prohibited include but are not limited to the following:

- ***AskFM, Whisper, Secret-Speak Freely, Omegle, or any other Anonymous Social Networking App***
- SnapChat, Burn Notice, or Other "Temporary" messaging apps
- Violent apps
- Apps of a sexual nature
- Non-educational games such as Doom, Call of Duty, etc.

### **Netiquette/Etiquette Rules**

Netiquette can be defined as how you conduct yourself online, your online presence of communication.

- Be polite – do not be abusive in your messages to others
- Use appropriate language – do not use swear words, vulgarities, or obscenities. Write in full sentences so your recipient understands the message
- Do not type in all caps – this means shouting in online communication
- Avoid “Flaming” – expressing an opinion without holding back
- Do not give out personal information about students, staff members, or yourself – this includes home/cell phone numbers and addresses

### **No Expectation of Privacy**

NSD retains control, custody, and supervision of all computers, networks, and Internet services owned or leased by the school. The school reserves the right to monitor all computer and Internet activity by employees. Employees have no expectations of privacy in their use of school computers, including e-mail and stored files.

## **H-6 SOCIAL MEDIA**

Social media tools such as Facebook, Twitter, blogs, etc. can be effective tools to provide information to parents, students, and the community. With prior approval from his/her supervisor, employees can use social media tools for work purposes under specific rules and procedures.

This policy addresses how employees may use social media for work purposes.

### **Use of Social Media for Work Purposes**

Employees are not required to use social media for work purposes. Employees who want to use social media for work purposes must receive written approval from their supervisor before creating the social media account.

If social media use for work is authorized by his/her supervisor, an employee must:

- Provide his/her supervisor a description of the work purpose for the social media account and the type of content the employee plans to share for example: a coach sharing game scores or a department head providing articles to support professional development.

The social media use should complement or enhance the employee's work and shall not interfere with job duties, negative impact on job performance, or otherwise be disruptive to the school environment or its operation. For social media used in a classroom setting with students, see next section.

- Create an account using his or her district email. No work social media account should be established with a personal email account.

- Provide his/her supervisor his/her username and password for the work account. Social media is not centrally managed by the Information Technology Department. Providing information to a supervisor allows work accounts to be shut off when the employee leaves NSD employment. It also allows supervisors to confirm or deny the legitimacy of a social media account.

- Create a “handle” or social media name that includes your real name and is professional in nature.
- Appropriate use policies for the district’s other provided communication tools – email, phone, websites, etc. also apply to social media content including but not limited to text, photos, videos, memes, etc., and are included in section H-5 of this Handbook. Public resources including official social media accounts and an individual’s work time cannot be used for communications that would violate the Idaho Code for Professional Educators including but not limited to:
  - o Sending/sharing politic/religious/sexual messages
  - o Promoting a personal business interest
  - o Sharing details about an employee's personal life
  - o Promoting commercial advertising
  - o Sharing information about students that is protected by privacy laws and parent request
- Note: “Favoriting” or liking or sharing a post, tweet, or other social media message is perceived as an endorsement of the message.
- Do not delete social media messages/posts/blogs/etc. done for work because they are public records under the Idaho Public Records law.
- Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects employees, students, people who work on behalf of NSD131 or NSD 131’s legitimate business interests may result in disciplinary action up to and including termination.

#### Social Media Use for Work Purposes & Students

Teachers and school staff, who receive approval of their supervisors, may use social media tools to communicate with students to support curricular, co-curricular, and extra-curricular school activities. If used to support classroom instruction, parents must be advised of these accounts and families allowed to opt out with the option to receive the information in another format.

## H-7 INCLEMENT WEATHER (SNOW DAY) POLICY

NSD recognizes that there will be times when all schools District-wide must be closed due to inclement weather conditions. A snow day occurs only when a formal announcement is made by NSD Leadership that **all** schools and operations within the district are closed due to weather.

NSD will only recognize two snow days per year per Idaho State Code. Days in excess of two are required to be made up during the school year. As such, the NSD will only compensate employees for two snow days in any school year.

The following rules for each work group have been developed to ensure fair and consistent practices for all employees when school closure occurs:

1. **Principals or “administrative designee”** will report to school site to secure buildings and ensure child safety.

2. **Certificated Staff (School and Nonschool Based)** should not report to school and will be compensated for the missed day at the employee's regular rate of pay if scheduled to work on the designated snow day.
3. **Classified Staff (School Based)** should not report to school and will be compensated for the missed day at the employee's regular rate of pay if scheduled to work on the designated snow day.
4. **Nutrition Services Staff** should not report to work and will be compensated for the missed day at the employee's regular rate of pay if scheduled to work on the designated snow day. The following exception may occur:
  - Warehouse staff may be required to report to work if scheduled deliveries are in route
    - Nutrition Services Manager will determine who will report to work
    - Any staff member required to report to work on a designated snow day will be compensated at two times the employee's regular rate of pay for **actual hours worked**
5. **Maintenance Staff** should not report to work and will be compensated for the missed day at the employee's regular rate of pay if scheduled to work on the designated snow day. The following exception may occur:
  - Some staff may be required to report to work to assist with snow removal
    - Maintenance Manager will determine who will report to work
    - Any staff member required to report to work on a designated snow day will be compensated at two times the employee's regular rate of pay for **actual hours worked**
6. **District Office Staff (including Technology)** should not report to work and will be compensated for the missed day at the employee's regular rate of pay if scheduled to work on designated snow day.
7. **Landscaping Staff** should report to work as directed by the Landscaping Manager.
  - Landscaping staff will be compensated at two times the employee's regular rate of pay for **actual hours worked**

All after school and extra-curricular activities will be canceled on the designated snow day even if roads are cleared and buildings are accessible.

Employees who have scheduled vacation, personal, or sick time already entered in Time Clock Plus (AESOP for Certificated Employees) are not eligible for snow day compensation. Instead, employees with scheduled time off will be compensated via the leave request approved in Time Clock Plus/AESOP.

## **SECTION I:      SPECIAL EDUCATION PROVISION**

The Nampa School District staff, teachers and administrators recognize it is the policy of the district to provide a free and appropriate public education to each student within its jurisdiction, including students with disabilities, regardless of the nature or severity of the disability.

## **What is the General Education Teacher's, Staff Member's, or Administrator's Legal Responsibility to Students Identified as Special Education or Section 504?**

1. You may be asked to be a member of an IEP Team or Section 504 Team. Teachers, Staff Members and Administrators have a legal responsibility to:
  - a. participate in the development of the IEP or 504 Accommodation Plan of the child;
  - b. assist in the determination of appropriate positive behavior interventions and strategies for the child; and
  - c. assist in the determination of supplementary aids and services, program modifications, or supports for school personnel that will be provided for the child.
2. Once developed, an IEP or 504 Accommodation Plan is a legal contract between the school district and the student. Teachers are responsible for implementing designated accommodations and strategies identified on a student's plan.
3. Teachers are responsible for knowing which students have Section 504 Accommodation Plans or are on Individual Education Plans (IEPs).
4. **Teachers, Staff and Administrators do not have the discretion to decline or refuse to implement any component of an IEP or 504 plan.** Only the student's 504 or IEP Team may modify the accommodations. Any changes must be based on the student's disability.
5. Teachers, Staff and Administrators should always maintain documentation which demonstrates compliance with a student's 504 Plan or IEP. If problems arise, the case manager should be contacted immediately.
6. For in-depth information on the Nampa School District's Section 504 policies and procedures go to the district's website.

## EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about the Nampa School District (NSD). I understand that I should consult the Human Resources Department regarding any questions not answered in the handbook. I have entered into my employment relationship with the NSD voluntarily and acknowledge that there is no specified length of employment with the exception of certificated contracted and other contracted employees. ACCORDINGLY, EITHER I OR THE NSD CAN TERMINATE MY CLASSIFIED, NON-CONTRACTED POSITION AT WILL, WITH OR WITHOUT CAUSE, AT ANY TIME, SO LONG AS THERE IS NO VIOLATION OF APPLICABLE FEDERAL OR STATE LAW. AT-WILL PROVISIONS DO NOT APPLY TO EMPLOYEES IN CONTRACTED POSITIONS.

None of the following alter the at-will nature of classified, non-contracted employment with the school district:

1. Oral or written statements or representation whether before or after your hiring
2. Practices or procedures of the school district or its supervisory personnel
3. Any written materials, including retirement materials, employment applications, policy, rules, guidelines, descriptions of benefits or this Employee Handbook
4. Completion of an "introductory period" or conferral of "regular status"

Since the information, provisions, and benefits described here are subject to change, I acknowledge that revisions to the handbook may occur except to NSD's provision of employment-at-will. All such changes will be communicated through official notices and I understand that revised information may supersede, modify, or eliminate existing provisions. Only the Superintendent or designee of the NSD has the authority to adopt any revisions to the provisions in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand that it is my responsibility to read and comply with the provisions contained in this handbook and any revisions made to it.

Failure to comply with the provisions of this handbook could result in disciplinary action, up to and including termination.

The Employee Handbook can be found on the Human Resources website at: [Employee Handbook 16-17 FINAL.pdf](#). I understand that this Employee Handbook may be modified or rescinded at any time.

EMPLOYEE NAME (printed): \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_