



**Employee  
Handbook  
2016 – 2017**

**Syringa Mountain School #488**

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## **1.INTRODUCTION**

The purpose of this handbook is to provide Syringa Mountain School (SMS) employees information regarding policies and procedures related to their work. It is essential that each employee be acquainted with this handbook and refer to it frequently.

The handbook states policies and procedures, as they exist at the time of publication. All policies, procedures, work schedules, and hours are subject to change by the SMS Board or the Director of School. Some information contained in this handbook is paraphrased from the Board's Policy Manual. The SMS Board's Policy Manual is available on the School's website at [www.syringamountainschool.org](http://www.syringamountainschool.org). As significant changes are made in policies or procedures, employees will receive updated information. Any questions or concerns regarding the policies and procedures contained in in this handbook can be taken to the school director.

## **2. EMPLOYMENT PRACTICES AND PROCEDURES**

### **2.1 EQUAL EMPLOYMENT OPPORTUNITY**

Employees and applicants for employment shall receive fair and equal treatment regardless of race, color, national origin, sex, age, religion, disability, or any other basis protected by applicable state or federal law. This policy of non-discrimination extends to all personnel policies and practices, including, but not limited to: matters of recruitment, hiring, promotion, demotion, transfer, training, termination, compensation, benefits, and any other term or condition of employment.

Federal law requires that all persons hired complete an “Employment and Eligibility Verification” form (I-9), and provide proof of identity and eligibility to work in the United States.

Any individual who believes that he or she has been subjected to, or has witnessed, unlawful discrimination should immediately contact his or her supervisor. However, nothing in this policy should be construed to require an individual who believes he or she has been subjected to unlawful discrimination to report such conduct to the person who is the source of that conduct. See Section 9.1 of the handbook for additional information about the grievance procedures.

## **2.2 AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act prohibits an employer from discriminating against any qualified individual with a disability, because of that individual's disability, with regard to the terms and conditions of employment. The District is committed to the fair and equal employment of individuals with disabilities. It is the District policy to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship on the organization. In accordance with the Americans with Disabilities ADA (ADA) as amended, reasonable accommodations will be provided to qualified individuals with disabilities when such accommodations are necessary to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment.

This policy applies to all applicants for employment and all employees. Employees with a disability are responsible for requesting an accommodation from his or her supervisor, and provide medical documentation regarding the disability when requested. Once medical documentation is received, the supervisor will work with the employee to identify possible reasonable accommodations and to assess the effectiveness of each in allowing the employee to perform the essential functions of the job. Based on this interactive process, a reasonable accommodation will be selected that is most appropriate for both the School and the individual employee. While an individual's preference will be considered, the School is free to choose between equally effective accommodations with consideration toward expense and impact on the rest of the organization.

## **2.3 EMPLOYMENT AND STATUS CLASSIFICATIONS**

### **2.3.1 PERSONNEL CLASSIFICATIONS**

The District classifies employees into the following groups:

Classified Personnel

Certified Personnel

Administrative Personnel

### **2.3.2 STATUS CLASSIFICATIONS**

Within each classified employee group and depending upon the position held, length of employment, and/or number of hours worked, each employee shall fall into one

of the following employment status classifications: temporary or regular. Under each of these employment status classifications an employee will be designated as either full-time or part-time and exempt or non-exempt. A definition of each of these employment status classifications follows:

**Temporary and Substitute Employment** - The School supplements the regular work force with temporary and substitute employees to handle increased temporary workloads, employee absences, or other circumstances as determined by management. For purposes of this paragraph, a temporary or a substitute employee is defined as an individual hired for a limited term to fill a particular position or perform a certain function. Temporary employees are paid hourly for each hour worked including substitute employees. These positions are not entitled to any other benefits that may be paid or provided to the School's full-time or part-time employees.

Temporary and substitute employees may apply for any regular, full-time or part-time positions offered by the School by pursuing the same application process as required for all applicants.

**Regular, Full-Time Employment** - A regular full-time employee is one who is not in a temporary status and who is regularly scheduled to work at least 30 hours per week. Generally, a full-time employee is eligible for the School's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**Regular, Part-Time Employment** - A regular, part-time employee is one who is not in a temporary status and who is regularly scheduled to work less than 30 hours per week. Part-time employees receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance).

**Exempt/Non-Exempt Employment** - It is the policy of the School to comply with the Fair Labor Standards Act and all other federal and state laws relative to employee compensation. The School, as required by law, shall determine whether compensation for a specific position is controlled by, or exempted from, the requirements of the Fair Labor Standards Act. Compensation for those positions, determined to be exempt from the Fair Labor Standards Act, shall be paid on a salary basis and shall not be entitled to overtime or additional compensation based upon additional hours worked. Compensation for all other positions shall include overtime pay, calculated at 1 1/2 times the regular hourly rate for every hour worked over a 40-hour workweek subject to pre-approval by employee's supervisor/program administrator. At the

discretion of the supervisor, the employee may be granted compensatory time equal to 1½ times the hours worked beyond 40 hours.

### **2.3.3 APPLYING FOR VACANCY IN SAME OR ANOTHER CLASSIFICATION**

A vacancy is a position declared open by the School. Notices of vacancies are posted on the "Employment" section of the School website for a minimum of five calendar days. Employees who would like to be considered for a transfer within their same job classification must submit a letter of intent to the Director prior to the closing date of the vacancy. If the position is outside your current classification, you will need to complete a new employment application.

### **2.3.4 CRIMINAL BACKGROUND CHECKS**

The School conducts criminal background checks on all new employees in order to serve and protect School students, employees, and the public. The employment of an individual may be terminated if the criminal background check reveals criminal convictions or withheld judgments, including, but not limited to, felonies and misdemeanors.

### **2.3.5 OUTSIDE EMPLOYMENT**

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from outside the School for materials produced or services rendered while performing their jobs with the School.

An employee may be asked to terminate outside employment if the School determines that an employee's outside work interferes with his or her job performance.

Employees will consider the School's scheduling requirements first as it relates to any outside work.

### **2.3.6 POLITICAL ACTIVITIES**

An employee wishing to run for public office, or serve as an official, must first consult with and inform the School Director of his or her intent to run for public office. After the consultation, the Director will discuss any concerns of such course of action and the responsibilities the employee has to the School. It shall be left to the employee's discretion as to whether or not he or she will run for public office.

It is against School policy for employees to participate in any partisan political activity during working hours or while representing the School.

### **2.3.7 PERSONAL INFORMATION AND PERSONAL RECORDS**

It is important that information in personnel records be kept up-to-date and accurate. Each employee is responsible for assuring that the School and their supervisor are informed of changes in status, address, or other personal information pertinent to employment with the School.

A comprehensive personnel record will be maintained in electronic format and/or paper for each employee and the employee may review all documents he or she is legally entitled to review and/or receive copies of such documents upon written request. Salary records and service records are matters of public information. The School continually places relevant documents in each employee's personnel file.

### **2.3.8 TERMINATION OF EMPLOYMENT**

Employees may be terminated with or without cause and with no further obligation other than to pay wages due, according to state law. Upon termination, employees are required to return all School property including, but not limited to, photo identification badge, keys, manuals, equipment, etc., to their supervisor or designee. The value of any School property not returned or the amount of any outstanding account with the School may be deducted from the employee's final paycheck.

#### **2.3.8.1 Resignation & Retirement**

An employee who leaves the School voluntarily is expected to give his or her supervisor a written notice of resignation at least two weeks in advance of the last working day, and should include the reason for resignation, the last day the employee plans to work and a forwarding address. Employees who retire must participate in an exit interview with the Director. The employee's last work day in his/ her position will be identified as the termination date. Personal, sick or vacation leave days cannot be used to extend the employee's termination date.



### **2.3.8.2 Employment “At-Will”**

All employment with the School is “at-will,” meaning that both the employee and the School remain free to terminate the employment relationship at any time, for any reason, with or without cause. The following will not alter the “at-will” nature of employment with the School:

1. Oral, written statements or representations, whether before or after hiring, except a written contract that is signed by an employee and an authorized representative of the School;
2. Practices or procedures of the School or its supervisory personnel;
3. Any written material, including recruitment materials, employment applications, policies, rules, guidelines, descriptions of benefits, and this handbook;
4. Conferral of “regular” status.

### **2.3.9 RE-EMPLOYMENT**

Any full-time employee, who resigns his or her position and is later re-employed within the same job classification, will have prior service evaluated for salary placement.

### **2.3.10 HANDBOOK DISTRIBUTION**

A copy of the handbook is given to each employee upon hiring and is available on the website ([www.syringamountainschool.org](http://www.syringamountainschool.org)) in the Employee Portal.

## **3.SAFETY, HEALTH, AND SECURITY**

### **3.1 SAFETY**

The SMS Board holds the safety of every student, employee, and school visitor as one of the highest priorities. Injuries and illnesses create personal loss to employees, students, and their families, and reduce the School’s ability to provide quality education.

All employees are expected to work safely, adhere to safety requirements, and immediately report accidents and hazards to their site supervisor. Employees who violate safety standards, who cause dangerous situations, who fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

Many valid safety improvement ideas come from employees. Employees with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to submit them in writing to the Director. Reports and concerns about workplace safety issues may be made without fear of reprisal.

### **3.1.1 ACCIDENTS, INJURIES, AND SAFETY**

Every supervisor and employee shall accept their responsibility for accident prevention and conduct themselves in a manner that will ensure their own safety and that of those working with and for them. When job related accidents and injuries occur within the scope of the job, the injured employee should proceed to the appropriate medical care facility for treatment and report the accident or injury to his or her supervisor immediately. The School reserves the right to reassign staff to prevent further possible injury, if deemed appropriate by the supervisor. Refer to Section 7.5 of the handbook for more information on Workers' Compensation.

### **3.1.2 ALCOHOL AND DRUG FREE WORKPLACE**

An employee or visitor is in violation of School policy if he or she is involved with drug paraphernalia, controlled substances, or drugs on any school premises or at any school sponsored activity regardless of location. This includes unlawfully manufacturing, attempting to secure or purchase, using or being under the influence, possessing, intending or attempting to sell/distribute, selling or giving away, or being knowingly present when any of the above are used, possessed, or consumed. This policy forbids reporting to work or working while under the influence of alcohol or drugs.

Employees must report to their supervisor the use of medically authorized drugs or other substances if the use of the drug or substance may impair job performance or pose a risk of harm to the employee or others. The employee must provide properly written medical authorization from a physician to work while using such an authorized drug. It is the employee's responsibility to determine from the physician whether the prescribed drug may impair his or her job performance or pose a risk of harm to the employee or others.

Any employee charged with a criminal drug statute must notify the School within five days. Any violation of this policy is grounds for disciplinary action, up to and including termination of employment.

### **3.1.3 SMOKING**

Smoking is prohibited in all buildings, vehicles, and on all property owned or leased by public schools in Idaho. Any employee who violates this policy may receive disciplinary action, up to and including termination of employment.

### **3.1.4 EMERGENCY SITUATIONS AND SCHOOL CLOSINGS**

In the event of a hazardous weather condition or other emergency, the Director may direct the closure of School facilities in accordance with the Emergency Response Plan. Employees should contact their supervisor for specific information regarding closure of their facility and/or modification of their work schedule.

## **3.2 SECURITY**

### **3.2.1 IDENTIFICATION BADGE**

It is the policy of the School that all guests and substitute employees wear an identification badge while in School facilities or on School property. Employees are responsible for ensuring that their visitors obtain an identification badge and comply with school policies and procedures while on School premises.

### **3.2.2 SECURITY IMAGING SYSTEMS**

The School may use security-imaging systems, including video recording cameras, on School property in response to safety and security needs.

### **3.2.3 CONFIDENTIALITY AND NON-DISCLOSURE**

Employees with access to confidential information are responsible for its security and may be required to sign confidentiality or special non-disclosure agreements. Employees are prohibited from attempting to obtain confidential information for which they have not received access authorization. Any employee who views or discloses confidential information (other than as authorized by the School) will be subject to disciplinary action, up to and including termination of employment and appropriate legal action.

### **3.2.4 TECHNOLOGY RESOURCES**

The District's computer, electronic mail and voice mail systems, and all hardware, software, networks, applications, internet interfaces, and other electronic information resources used with those systems (collectively the "Technology

Resources”), are intended to enhance productivity and complement the other means of communication within the School. The data information on these Technology Resources is a proprietary and key asset of the School. The purpose of this policy is to allow the School and its employees to fully utilize the Technology Resources and to protect the Technology Resources from unauthorized access and misuse.

The Technology Resources are the property of the School and are to be used for School business purposes only. Only software owned or licensed to the School may be installed on the School’s computers or networks. Loading of non-School software onto a School computer or network and/or copying or reproducing School software without prior written approval is prohibited.

The Technology Resources and any information and work product contained in, or created thereon, may be monitored, accessed, reviewed, and used as the School deems necessary. The School does not insure the privacy of any content on the Technology Resources, including those designated “confidential,” “encrypted”, or “password protected.” Such designation means confidential in the business sense only and does not imply that the content is confidential in a private or personal sense.

Any employee granted access to the Technology Resources is given such access for that employee’s use only. Employees may not authorize anyone else to use their passwords or user identifications. The School recognizes that some personal use is inevitable and that incidental and occasional personal use that is infrequent or brief in duration (as defined by the supervisor) is permitted so long as it occurs on personal time, does not interfere with School business, or is not otherwise prohibited by School procedures.

Employees are required to comply with all operating standards and use restrictions for the Technology Resources including, but not limited to:

1. Proper maintenance and care of Technology Resources;
2. All applicable security, anti-virus, and data access standards;
3. Adherence to all software operating guidelines and license agreements; and

Certain employees, by virtue of their job function, may require access to the Technology Resources from non-School locations, such as their homes, etc. Any request for such access must be approved in writing, in advance.

The Technology Resources must be used in a productive and lawful manner and shall not be used:

1. For commercial use or personal or private gain;
2. For political use;
3. For illegal or indecent use including creating, transmitting, receiving, viewing, or obtaining any material that is obscene, pornographic, racist, vulgar, sexist, offensive, harassing, or otherwise objectionable;
4. For harassing or otherwise creating an intimidating, hostile, or offensive environment;
5. For any attempt to harm or destroy the Technology Resources, or
6. In any way that would violate any applicable copyright laws, trademark laws, license agreements, software licenses, etc.

Any misuse of the Technology Resources or violation of this policy must be promptly reported to the employee's supervisor. Failure to comply with the provisions of this policy may result in certain disciplinary actions, up to and including termination of employment and appropriate legal action.

### **3.2.5 PRIVATE USE OF FACILITIES AND EQUIPMENT**

Employees may not use School premises and equipment for any purpose other than School business, unless prior written permission is received from the supervisor. However, the School does make facilities and equipment available for use by individuals and organizations in accordance with School administrative guidelines and with prior permission.

### **3.2.6 WORKPLACE VIOLENCE**

Threats or acts of physical harm, physical abuse, vandalism, arson, sabotage, other criminal acts, use of weapons, carrying weapons of any kind onto any School property, or any other violent act which is inappropriate in the workplace, is a violation of Board policy. Incidents of workplace violence (either actual or threatened), assault, or battery will be reported to the appropriate law enforcement authority.

The School reserves the right to conduct searches and inspections of employees, employees' personal effects, and their personal work areas without notice. Any illegal or unauthorized articles discovered may be taken and may be turned over to law enforcement representatives. Any employee who refuses to submit to a search or is found in possession of prohibited articles will be subject to disciplinary action, up to and including termination of employment.

Any conduct that is reasonably suspected to be a crime or incident that did or may compromise the safety and security of the work environment shall be reported immediately to the employee's supervisor.

## **4. ATTENDANCE AND WORK SCHEDULE**

### **4.1 ATTENDANCE AND PUNCTUALITY**

Employees are expected to work the number of hours they are assigned. When employees expect to be late to work or are unable to work as scheduled, they are required to notify their supervisor. Tardiness and absences are monitored and recorded in accordance with School practice. Employees that are late or absent must fill out a form and submit to their supervisor. Poor attendance and excessive tardiness may lead to disciplinary action, up to and including termination of employment.

Employees who are not in attendance at the beginning of their workday have the responsibility to communicate directly with their supervisor about their intent to come to work or to continue to work, otherwise the School will consider the position abandoned.

Disciplinary action, up to and including termination of employment, may be invoked, when an employee's absences, including School sanctioned absences:

1. Begin to effect the workplace in a negative manner;
2. Shift the burden of his or her job to others;
3. Are detrimental to the essential functions of his or her job;
4. Cause his or her work not to get done;
5. Cause a significant disruption to the work environment;

Or, there emerges a pattern and practice of using School sanctioned absences that do not comply with School policy, or of using School sanctioned absences on particular days, or a pattern and practice of using chargeable leave as a means of being absent from work after the exhaustion of his or her available leave days.

### **4.2 WORK SCHEDULE AND BREAKS**

**The Workweek** - A workweek shall consist of five (5) consecutive work days during a period of seven (7) consecutive days. A regular workweek is Monday through Friday and begins at 12:01 AM on Sunday and ends at midnight the following Saturday.

**Work Hours** – All full-time staff are expected to report to work at 7:30am and are considered relieved of duty at 4:00pm daily. Certain schedules may be adjusted with prior written approval of the Supervisor or Director of School. Par-time employees are required to report to work at the time and for the hours specified on the master schedule.

When a non-exempt employee works in excess of 40 hours per workweek, the time worked shall be paid on an overtime basis at 1½ times the regular hourly wage or given as compensatory time equal to the 1½ time worked; to be determined by the School or supervisor prior to the overtime work being done. Days taken off as sick leave, personal leave, vacation leave, chargeable leave, or holiday leave during the workweek are not considered hours worked and do not qualify for compensation for overtime purposes. See Sections 6 and 7 of the handbook for additional information about compensation and benefits.

**Rest Break** – Regular, full-time employees are given a 15-minute rest break during the mid-point of the workday. Breaks should be coordinated with the employee's work schedule and supervisor. If an employee does not take a rest break during the scheduled time, he or she is not allowed to use this as "make-up time" or to leave early.

**Lunch Break** - Employees are given a minimum 30-minute lunch break which should be coordinated with the employee's work schedule and supervisor. If required to work during this time, employees will be paid or will receive compensatory time.

## **5.PERFORMANCE EVALUATION**

The School believes that performance evaluations provide an excellent opportunity to assess an individual's performance relative to the goals and standards of their position and determine ways to further enhance overall performance. The employee's supervisor shall evaluate the performance of each employee annually. The performance evaluation shall be prepared on a form provided by the School, reviewed with the employee, signed by both the employee and supervisor, and filed in the employee's personnel file. The employee's signature only indicates he or she has been given a copy of the evaluation. A supervisor shall have the authority to conduct performance evaluations more often during the year. If an employee disagrees with a performance evaluation, he or she has the right to discuss the evaluation with the supervisor and/or provide a written rebuttal that will be attached to the performance evaluation form. A copy of the evaluation form will be provided to the employee.

## **6.COMPENSATION AND PAYROLL ADMINISTRATION**

## **6.1 COMPENSATION ADMINISTRATION**

### **6.1.1 COMPENSATION**

Salary schedules for job positions within each personnel classification are set and adopted by the School Board. The salary schedules set forth a number of salary or wage levels, referred to as “steps,” for each position. All regular, full-time employees will be placed in the appropriate job classification and position at the appropriate increment step at the time of hire.

### **6.1.3 OVERTIME AND COMPENSATORY TIME**

Overtime, time worked in excess of an employee’s scheduled workday or workweek, and/ or compensatory-time must be authorized in advance by his or her supervisor, unless an emergency or unanticipated safety issue exists. All supervisors have the authority to schedule work hours within the assigned workweek and/or workday and may adjust an employee’s work schedule within a workweek to avoid overtime or minimize the number of compensatory-time hours accumulated by an employee.

As a general rule, the School has a policy of granting compensatory time off to non-exempt employees in lieu of overtime pay for the time worked over 40 hours per week. All comp time earned must be used within thirty (30) calendar days. The supervisor may prohibit the use of compensatory time on certain days and may require that compensatory time be paid after a particular time period or may otherwise limit the use of compensatory time.

Overtime must be worked on the School's premises or at a work place prescribed by the School. According to the Fair Labor Standards Act (FLSA), only actual hours worked are computed for purposes of determining hours worked for overtime calculation. Days taken off as vacation, personal leave, sick leave, chargeable leave, or holiday leave during the workweek are not considered hours worked and do not qualify for compensation for overtime purposes. Employees working unauthorized overtime will be subject to disciplinary action, up to and including termination of employment.

Any non-exempt employee, who has been given approval to work in excess of 40 hours in any workweek, excluding occasional or sporadic work, shall be paid 1½ times his or her regular hourly wage or given compensatory time equal to 1½ times worked, to be determined by the supervisor. Overtime hours shall be divided as equally as possible among employees in the same classification category within a school or department.



## **6.2 PAYROLL ADMINISTRATION**

### **6.2.1 PAYROLL DEDUCTIONS**

The School is required to make the following mandatory deductions on each paycheck:

1. Public Employee Retirement System of Idaho (PERSI) (For regular, full-time employees)
2. Social Security and Medicare taxes.
3. Federal Income Withholding Tax
4. State Income Withholding Tax

Regular, full-time employees may authorize other voluntary payroll deductions, such as health, dental, and vision insurance premiums, and additional life insurance.

Levees and garnishments are handled in accordance with the law. Any questions regarding payroll related matters should be directed to the Business Manager.

### **6.2.2 PAYROLL ADVANCES**

Payroll related payments will not be distributed until the official payday and no advances may be drawn against future earnings.

### **6.2.3 PAYDAYS**

All employees of the School are paid monthly. Payroll will be issued on the 20th of the month following the work period. All employees will receive payroll related payments electronically.

## **6.3 EXPENSE REIMBURSEMENT**

The School reimburses employees for approved travel costs which are indisputably related to School business. Any school related travel and/or expenses must be pre-approved by the Director of School. An Expense Request or Professional Development Request form must be submitted. Mileage reimbursement record form shall be completed by the employee, approved by the supervisor, and submitted along with proper receipts to the Director of School for review and approval for employee reimbursement.

## **7.BENEFITS**

Only full-time employees working at least 30 hours per week are eligible for benefits. Refer to section 2.3.2 for details.

### **7.2 HEALTH, WELFARE, AND RETIREMENT BENEFITS**

#### **7.2.1 INSURANCE BENEFITS**

Health and term life insurances are available to eligible employees. A payroll deduction may be required to cover a portion of the premium. Eligible qualified dependents of an employee may be covered if the employee pays the premium for the dependent coverage. Insurance premiums are deducted through payroll withholding on a monthly basis.

#### **7.2.2 ELIGIBILITY REQUIREMENTS**

Health and term life insurances, and retirement benefits are available only to employees who work 30 hours or more per week. Those employees working less than thirty (30) hours per week are not entitled to these benefits. Temporary and contract employees are not eligible for benefits.

#### **7.2.3 RETIREMENT BENEFITS**

The Public Employee Retirement System of Idaho (PERSI) is a mandatory benefit for eligible employees. The employee and employer's percentage of contribution to the retirement system changes periodically. The current percentage rates are available upon request from the Business Manager. These accumulated contributions are made during active service in anticipation of return to the employee in the form of a retirement allowance upon fulfillment of prescribed conditions. In accordance with state law, unused sick leave is used to provide continuation of health insurance benefits upon immediate retirement with PERSI.

An employee is eligible for PERSI retirement if he or she is 55 years or older with at least 5 years of qualified employment with a PERSI employer.

If an employee leaves public service without retiring, all employee retirement contributions with earned interest are refundable. An employee does not receive any portion of the employer's contributions when he or she leaves public employment prior to retirement and withdraws accumulated contributions. Contact PERSI for details.

## **7.3 PAID LEAVE BENEFITS**

### **7.3.1 SICK LEAVE**

At the beginning of each new employment year and thereafter, regular, full-time employees shall be advanced sick leave with full pay of one (1) day, as projected for the employment year for each month of service, or major portion thereof. Eligible employees who serve for part of the work year or a fraction of the workday or work less than five (5) days per week shall receive sick leave on a pro rata basis. As per Idaho Code, compensation will not be provided for unused sick leave.

Sick leave is to be used for absences caused by disability resulting from illness or injury, adoption of a child, childbearing purposes or to care for the employee's parents, spouse's parents, children, siblings, foster parents, grandparents, grandchildren, aunts, or uncles due to his or her illness or disability. The Director has the discretion to expand the definition of family. The employee shall be paid his or her hourly wage for each hour of sick leave not to exceed, in total, the number of sick days accumulated.

In the event of an injury incurred on the job covered by Worker's Compensation, the employee shall be given the choice of either:

1. Non paid status while receiving Workers' Compensation income benefits;  
or
2. Utilizing a portion of accrued sick leave, personal leave, and/or vacation leave to supplement Workers' Compensation to maintain his or her regular salary.

The School may require medical certification for absences for an employee to be eligible for any sick leave pay and the School reserves the right to require medical certification to verify that the employee is medically able to return to work. If requested by the Director, the employee must submit a signed statement from a licensed physician attesting to the employee's illness, injury, or disability. Additionally, if an employee is unable to work resulting from illness or injury that continues more than 10 consecutive days, the employee must submit a signed statement from a licensed physician attesting to the employee's inability to work.

Any employee who has used all available vacation leave, personal leave, or sick leave, and is no longer receiving wages or benefits in lieu of wages, will not be eligible to accumulate any leave days or vacation leave benefits. Unused sick leave days shall be accumulated from year to year as long as the employee remains continuously in the service of the School. Upon separation from the School and

immediate retirement with PERSI, an employee's unused sick leave shall be reported to PERSI. A sum equal to ½ of the monetary value of the employee's unused sick leave, calculated at the employee's base rate of pay at the time of retirement, will be transferred into a specific retirement account for that employee. The funds in this account will be used by PERSI to continue the payment of School group insurance premiums for the retiree and/or the retiree's dependents until the funds are expended. In accordance with Chapter 13 Title 59 of the Idaho Code, PERSI can only utilize accumulated sick leave earned subsequent to July 1<sup>st</sup>, 1976 for this program.

### **7.3.2 CHARGEABLE LEAVE**

In extenuating circumstances, employees who have exhausted all eligible paid leave days may request the use of chargeable leave up to five (5) days (unpaid) leave with approval of his or her supervisor. For extenuating circumstances, refer to Section(s) 7.3.8 & 7.4 Non paid Leave.

Chargeable Leave cannot be used to extend or delay date of termination or resignation.

### **7.3.4 FAMILY AND MEDICAL LEAVE**

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

**Eligibility** - If the employee has worked for the School for a minimum of 12 months and 1,250 hours in the past 12 months, the employee is eligible for family and medical leave pursuant to the FMLA.

**Types of Family Leave** - The School will grant FMLA leave for the following reasons: 1) the birth of a child of the employee and to care for a newborn child; 2) the placement of a child with the employee through adoption or foster care and to care for the child; 3) to care for the employee's spouse, child, or parent with a serious health condition; or 4) because a serious health condition makes the employee unable to perform one or more of the essential functions of his or her job.

**Length of Leave** - If the employee is eligible for FMLA leave; the employee is entitled to 12 work weeks of leave in a 12-month period. If leave is requested for the birth of the employee's child or the placement with the employee of a child

for adoption or foster care, leave must be taken within 12 months after the birth or placement of the child.

**Leave Year Calculation** - The School uses the “rolling” 12-month period method to calculate the employee’s leave year. That means that the first time the employee takes FMLA leave, the employee’s leave year begins. Thereafter, each time the employee requests additional FMLA leave, the School will look backward 12 months and determine how much FMLA leave has been used during that time and how much FMLA leave remains.

**Spouse’s Leave** - If the employee and the employee’s spouse are employed by the School, 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 School 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.

**Pay** - Family and medical leave is normally unpaid leave. However, the School requires all accumulated paid leave, such as vacation leave, personal leave, and sick leave, be exhausted and run concurrently prior to the employee being placed on unpaid leave status. All time will be counted as part of the 12 weeks of FMLA leave.

**Advance Notice** - In order to prepare for the employee’s absence during family and medical leave, the School requires 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 30 days’ notice before taking leave, notice as soon as possible and practical is acceptable.

If the employee’s request for leave meets the FMLA leave requirements as outlined in this policy, 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 the School's 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 School requires that the employee provide certification issued by the attending health care provider of the need for leave.

The School may require, at its own expense, a second medical opinion from a health care provider designated by the School. Should the second opinion differ from the original certification provided by the employee, the School, 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 School and the employee, is final and binding on both the School and the employee.

The School requires re-certification of the continued need for leave every 30 days while the employee is on leave.

**Benefits and Job Restoration** - While on FMLA leave, the employee's benefits, including health care coverage for the employee and the employee's family, will be continued as long as employee contributions are continued.

Contributions ordinarily made by the employee through payroll deductions must be continued during the leave period. The employee's total contribution amount due for that period must be paid by mail or in person on or before each regularly scheduled payday. The employee may pay in advance. Should payment cease, benefits will be suspended.

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.

**Status Reports** - The employee must report on the employee's status and intention to return to work as requested while on FMLA leave. In addition, re-certification of the medical need for leave may be required.

**Early Return to Work** - If the employee is ready to return from FMLA leave before the scheduled date for return, the employee is to notify the School as soon as practical to request reinstatement. The School will attempt to accommodate all requests for early reinstatement.

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

**Expiration of Leave** - If the employee does not return to work at the expiration of FMLA leave, the School will require the repayment of health insurance premiums that the School paid on the employee's behalf during the leave period. Reimbursement will not be required if the employee does not return from leave because of the continuance, recurrence, or onset of a serious health condition that prevents the employee from performing the employee's job or because of other circumstances that are determined by the School to be beyond the employee's control.

The School will require medical certification that the employee cannot return to work because of the employee's own illness or the illness of a family member that the employee needs to care for.

### **7.3.5 PERSONAL LEAVE**

1. Employees will be granted two (2) personal leave days each school year. Employees hired after their work year begins will have their personal leave prorated at the rate of one (1) day of personal for every five (5) months of service or major portion thereof. Employees who work less than five (5) days per week will have their personal leave days prorated. At the end of each work year (June 30), up to three (3) unused personal leave days will automatically be rolled over to the following work year for a maximum of six (6) days to start the New Year. No more than six (6) days will be available to an employee in any given school year.
2. Available personal leave time may be used with advance approval from the employee's supervisor. Note: The work year refers to the employee's job/position and length of service relevant to said position.

### **7.3.5.1 BEREAVEMENT LEAVE**

Full-time employees shall be allowed a leave of absence with full pay, not to exceed three (3) days in a work year, when such absence is due to the death of the employee's spouse, the employee's parents, the spouse's parents, children, siblings, foster parents, grandparents, grandchildren, aunts, or uncles. The Superintendent or designee has the discretion to expand the definition of family. In the event additional Bereavement Leave days are needed, Personal and Vacation leave must be exhausted before chargeable leave is used. Sick days may be used if illness continues due to bereavement.

### **7.3.5.2 EMERGENCY LEAVE**

Upon exhaustion of personal leave, up to two (2) days of Emergency leave may be granted by the Director or his or her designee. Such leave shall be for absences for substantial and reasonable cause (e.g., flooding, road closure, earthquakes, etc.) which prevents the employee from reporting to work. At the discretion of the Superintendent or designee, additional emergency leave (in excess of the (2) two days) may be granted. In the event a substitute is required, the employee shall pay the cost of the substitute for any additional days.

### **7.3.6 VACATION LEAVE**

Regular, full-time employees scheduled to work 192 days or more per year, shall earn paid vacation leave each year. Vacation time will be determined from July 1 to June 30 of each fiscal year. New employees will have vacation allowance prorated. New employees hired prior to February 1 may request vacation leave after six (6) months of continuous School employment. New employees must work eleven (11) or more days in order to accrue any vacation allowance during the first month of employment. No vacation time will be allowed before the vacation days have been earned.

Vacations are to be scheduled at times that are best for the School and the employee. Vacation leave must be approved in advance by the employee's supervisor and must be entered into the absence tracking system adopted by the School.

The length of vacation is figured on the number of continuous service time worked in the School. For purposes of computing movement on the vacation schedule, employees hired prior to February 1 will be credited with a full year's employment for the first fiscal year. Those hired after February 1 will not receive vacation credit



for the first year. (Placement on the salary schedule has no relation to vacation allowance).

### **7.3.7 JURY DUTY/WITNESS LEAVE**

Employees, who are summoned by proper judicial authority to serve on a jury or subpoenaed to appear in court as a witness during their regular work hours, shall be granted a leave of absence with pay for the time required. A copy of the jury duty summons shall be submitted to the supervisor. The employee shall be entitled to keep fees and mileage reimbursement paid to him or her by the court in addition to his or her regular salary. Travel expenses in connection with this duty are not subject to reimbursement by the School.

Employees must give their supervisor advance notice of the need for time off for jury duty. A copy of the summons should accompany the request. Either the School or the employee may request an excuse from jury duty if, in the District's judgment, the employee's absence would create serious operational difficulties. In the event that the commitment to a trial may last for an extended period of time, an employee must notify his or her supervisor. Any employee summoned to appear at court that is not required to be present at the court proceedings either in the morning or afternoon is to report and work his or her regular assignment.

### **7.3.8 NON PAID LEAVE OF ABSENCE**

In extenuating circumstances full-time classified employees may request a non-paid leave of absence providing they have exhausted all available leaves. Requests for leave will be considered on an individual basis, taking into consideration the employee's position as it relates to work responsibility and alternatives available for covering the position during the requested period of absence. Employees returning from an approved non paid leave of absence are not guaranteed the same position, pay grade, work schedule, work hours, benefits, or location upon return to work. Leave requests are approved by the Director of School. The form to request a leave of absence can be found in the Employee Portal.

### **7.3.9 MEDICAL LEAVE – PAID**

Absence for illness, surgery, and disability using paid leave will be considered as a medical leave of absence and must be applied for and approved by the Director of School. For required forms, refer to the Employee Portal on the School website.

Employees returning from an approved non-FMLA paid leave of absence are not guaranteed the same position, pay grade, work schedule, work hours, benefits, or

location upon return to work. The employee must provide medical recertification every 30 days, or if the condition of the employee and/or family member has changed from the original medical statement. The employee must provide frequent status reports to their supervisor along with the employee's intention to return to work while on leave.

### **7.3.10 MEDICAL LEAVE – NON PAID**

Absence for illness, surgery, and disability using non paid leave will be considered as a medical leave of absence and must be applied for and approved by the School Director and School Board. For School required forms and leave procedures refer to the School website and Employee Portal. Non-FMLA nonpaid medical leave will be considered on an individual basis, taking into consideration the employee's position as it relates to work responsibility and alternatives available for covering the position during the requested period of absence.

The employee must provide medical recertification every 30 days, or upon the request of the School if the condition of the employee and/or family member has changed from the original medical statement. The employee must provide frequent status reports to their supervisor along with the employee's intention to return to work while on leave. All non-paid leave of absences must be applied for and approved every 30 days.

Leave without pay may only be used after all earned sick leave, personal, and vacation leave have been used. If you are on a non-paid leave of absence, you will not be paid for any holidays which might occur during the leave.

During a period of authorized non paid medical leave, no service credits accrue to the employee. Employees on a non-paid leave of absence not protected under the Family and Medical Leave Act may continue group health insurance for themselves and their dependents through the Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation coverage.

Employees may discontinue group health benefits during a non-paid leave of absence, however, only employees who continue benefits through COBRA are eligible to have group health dependent premiums deducted on a pre-tax basis upon return to paid status for the duration of the plan year. Employees who discontinue coverage during a non-paid leave may be reinstated to the plan upon return to paid status; however, dependent premiums must be deducted on an after-tax basis for the remainder of that plan year. Deductibles and out-of-pocket maximums will start over again for employees who discontinue insurance coverage while on a non-paid leave of absence and begin coverage upon return to work.

### **7.3.11 MILITARY**

Employees who are inducted into the U.S. Armed Forces or who are reserve members of the U.S. Armed Forces obligations in compliance with state and federal laws. These employees may use accrued personal/vacation leave but are not required to do so. At the conclusion of the leave, employees generally have the right to return to the same position held prior to the leave or to positions with equivalent seniority, pay and benefits. The School will pay the difference between military pay and regular wages/salary for up to ten (10) days of military leave in any one year. The Director of School, or designee, may extend the number of days that may be allowed for military leave. Whenever the daily compensation rate for military service is less than the daily compensation for assigned position, the School will pay the difference to the employee.

Employees are asked to complete the Leave of Absence Request form and copy of Active Duty Orders along with leave paper work. Employees are to notify their supervisors as soon as they are aware of the military obligation.

Questions regarding the School's military leave policy, applicable state and federal laws and continuation of benefits should contact the Director of School.

### **7.3.12 STUDENT TEACHER LEAVE**

Employees wishing to complete their Practicum and/or Student Teaching in the field of education may apply for an unpaid Student Teaching Leave for one semester. Employees must apply for this leave by completing the Leave of Absence Request form and provide documentation from the institution indicating beginning and end dates for the required program. The leave request will be authorized by the Director of School. Employees returning from an approved leave of absence are not guaranteed the same position, pay, grade, work schedule, work hours, benefits, or location upon return to work. The form to request a leave of absence can be found on the School website in the Employee Portal.

## **7.4 WORKERS' COMPENSATION**

All employees are covered by Workers' Compensation Insurance, which may compensate employees for lost time, medical expenses, and loss of life or dismemberment from an injury arising out of or in the course of work. An injured employee must report any accident or injury immediately to his or her supervisor so that the necessary documentation may be completed.

## **8. WORKPLACE CONDUCT, HARASSMENT AND DISCIPLINE**

## **8.1 WORKPLACE CONDUCT**

The following are the minimum standards of conduct for employees of the School. These standards are not intended to be all-inclusive nor intended to cover every possible situation. Violations of these standards will result in corrective action, ranging from a warning to dismissal. The severity of the corrective action will depend on the seriousness of the violation, the number and frequency of infractions committed, and the performance record of the employee.

Minimum standards of conduct include, but are not limited to:

### **Satisfactory Job Performance**

- Working with employees and students in a productive, cooperative, and positive manner.
- Following both oral and written instructions received from supervisors.
- Rendering honest, efficient, and effective services in the performance of duties.
- Obtaining materials, equipment, and tools needed for the job in the prescribed manner.
- Providing accurate records and reports when requested, including both oral and written.
- Being courteous to students, teachers, supervisors, administrators, other employees, and members of the public.
- Maintaining a neat and clean appearance and wearing appropriate clothing for work.

### **Attendance**

- Completing a time record documenting on and off duty hours in the prescribed manner.
- Completing a time record for another employee is prohibited.
- Reporting for work on time and complying with procedures regarding absences from work.
- Observing the provisions concerning lunch and rest breaks.
- Not leaving the School facility or work assignment during working hours without proper notification and authorization, except in the case of emergency.
- Remaining at work until the scheduled quitting time, unless the supervisor has authorized an early departure time.

## **Maintaining Safety and Security Standards**

- Observing and complying with safety regulations and procedures.
- Immediately reporting all personal injuries as the result of work-related duties to the supervisor and on the appropriate form, which is available on the website in the Employee Portal.
- Exercising proper care of School facilities and property. Failure to maintain this standard will result in the employee being required to reimburse the School for necessary repairs and/or replacement through payroll deduction.
- Reporting damage to, or theft of School property immediately upon discovery.

## **Refraining from Inappropriate Behavior:**

- Fighting or scuffling on School premises at any time.
- Using working time, material, and/or School facilities and equipment for personal work and activities including but not limited to excessive use of School telephones and technology resources, cell phones and other electronic devices.
- Soliciting, encouraging interactions with students regardless of age including but not limited to (physical, written and/or electronic media)
- Removing or borrowing School property without permission.
- Threatening, intimidating, using profanity, or interfering with other employees on School property or during School duties off-site, at any time, whether on or off duty.
- Making malicious, false, or derogatory statements that could reasonably result in damage to the integrity of the School or its employees.
- Distributing or posting literature on School property or posting or removing bulletin board notices without proper authorization from the supervisor.
- Unauthorized soliciting or selling on School premises during hours of duty.
- Acting in a manner that interferes with or disrupts the work environment, morale, or teamwork.
- Gambling on School premises.
- Theft
- Embezzlement
- Bribery or Kickbacks
- Personal gain through unauthorized charges to residents
- Forgery of any document
- Alteration, destruction or concealment of documents
- Bid rigging
- Making false claims or statements
- Personal gain through insider information or conflicts of interest

- Unauthorized personal use of School’s equipment (maintenance equipment, machinery, vehicles or tools)
- Temporarily misappropriating funds for personal use (i.e. borrowing and repaying petty cash or other cash received)
- Any activity designed to defraud the School District
- Allowing any unauthorized individual into any School facility.
- Smoking tobacco, using illegal drugs or being under the influence of, or using alcoholic beverages or being under the influence of, on School property.
- Sexually harassing another School employee or student. A separate policy prohibiting sexual harassment is provided in the handbook Section 8.3.1 titled “Sexual Harassment.”
- Other acts inconsistent with reasonable standards of employee conduct.

## **8.2 ANTI-FRATERNIZATION AND NEPOTISM**

The School will generally employ relatives only where: A) neither employee will supervise, appoint, remove, or discipline the other; B) neither relative will evaluate the work of the other; and C) the working relationship will not create a conflict of interest or the appearance of favoritism. If two employees work in the same department, and are related as defined below, one will be transferred to a position in another department if this policy applies. If no other position is available, one may be asked to seek other employment. For purposes of this policy, the term “relative” includes spouse, parents, spouse’s parents, foster parents, grandparents, children, grandchildren, siblings, aunts and uncles, and people living in the same household in a relationship substantially similar to the above.

Personal relationships between supervisors and subordinates that could be interpreted as the showing of favoritism due to a personal relationship are prohibited. Employees are to maintain a professional demeanor in the workplace.

## **8.3 HARASSMENT**

The School prohibits harassment. Harassment is defined as conduct that substantially interferes with an employee’s work performance or creates an intimidating, hostile, or offensive work environment. This would include but not be limited to harassing, threatening, or offensive conduct directed toward a person's sex, race, age, disability, religion, national origin, veteran status, current military status, or any other basis protected by applicable state and federal law.

The policy applies to all conduct on the School’s premises that includes, but is not limited to any supervisor, manager, co-worker, subordinate, vendor, or patron and to all conduct off the District's premises that affects an employee’s work

environment. The District considers violation of this policy a serious offense that will lead to discipline, up to and including termination of employment.

### **8.3.1 SEXUAL HARASSMENT**

Sexual harassment is a violation of School policy, federal, and state law. The School will not tolerate sexual harassment. Unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

Submission to the conduct is made either an explicit or implicit condition of employment.

Submission to, or rejection of, the conduct is used as the basis for an employment decision affecting the harassed associate.

The harassment substantially interferes with an employee's work performance or creates an intimidating, difficult, hostile, or offensive work environment. Examples of conduct of this nature, whether committed by supervisors, associates, or non-associates, include:

Sexual flirtations, inappropriate touching, advances, or propositions; verbal abuse of a sexual nature; graphic or suggestive comments about an individual's dress or body; threats or jokes of a sexual nature; sexually degrading words to describe an individual; or the display in the workplace of sexually suggestive or obscene objects or pictures.

Examples of sexual harassment may include, but are not limited to:

1. Unwanted sexual touching, verbal comments, gestures, and jokes;
2. Touching oneself sexually or talking about one's sexual activity in front of others;
3. Displaying, wearing, or distributing sexually explicit or sexually suggestive drawings, pictures, or written materials;
4. Unwelcome solicitation or pressure for sexual favors;
5. Unnecessary touching of an individual, e.g., patting, pinching, repeated brushing against another person's body;
6. Sending notes, emails, letters, or making phone calls to a student;
7. Giving more than normal individual attention to a student;
8. Requests for sexual favors, accompanied by implied or overt threats, concerning an individual's employment, education, or business with the District; or

9. Cornering or blocking of normal movements;
10. A combination of any of the above

It is everyone's responsibility to eliminate sexual harassment. Anyone who believes that he or she has been sexually harassed or believes another person has been sexually harassed should immediately report it to a supervisor.

## **8.4 DISCIPLINARY PROCEDURES**

Violation of School standards and Board Policy will constitute just cause for corrective action, ranging from a warning to termination of employment. The severity of the corrective action will depend upon the seriousness of the violation, the number and frequency of infractions committed, and the performance records of the employee. In the event of a suspension, the employee shall leave School property and shall remain away until such suspension is resolved. The School generally practices the following progressive disciplinary procedures:

- First occurrence: If a supervisor documents a verbal warning, a copy of said warning will be given to the employee and placed into the employee's personnel file. All reprimands are placed into the employee's personnel file and a copy is given to the employee.
- Second occurrence: Written Letter of Warning or Reprimand. A written warning will state the nature of the offense, give the date and be signed by both the employee and the supervisor. If the employee refuses to sign, it will be noted as such on the warning. A copy of the letter will be given to the employee and placed in the employee's personnel file.
- Third occurrence: Termination of Employment. On a third occurrence the employee's employment may be terminated. The supervisor may provide a letter of dismissal stating the reason(s) or cause(s) for the dismissal.

The School reserves the right to vary the disciplinary process based upon the facts and circumstances of each case. Additionally, the following misconduct may result in immediate termination of employment:

1. Sexual or other harassment.
2. Destruction or damage of School property or property belonging to others.
3. Unauthorized removal of School property or property belonging to others.



4. Falsification of School records and reports. This constitutes misconduct regardless of when the falsification occurred or when it is discovered.
5. Unauthorized disclosure of confidential School information.
6. Discrimination against any person on the basis of a factor protected by law.
7. Failure to provide adequate proof of eligibility for employment in the United States as required by Immigration Reform and Control Act.
8. Unauthorized recording of another employee's timecard. Both employees are subject to discharge.
9. Insubordination, including undermining authority of a supervisor, or refusal or failure to perform assigned work.
10. Possession of, selling, using, testing positive for, or being on the job under the influence of alcohol, illegal or non-prescribed substances or any violation of the School's drug and alcohol policy.
11. Fighting or other threatening or violent behavior on School premises.
12. Misrepresentation or withholding of pertinent facts in securing employment. Such action constitutes misconduct regardless of when the misrepresentation or withholding occurred or when it is discovered.
13. Use of School material, time, or equipment for unauthorized or personal purposes.
14. Possession of firearms or other weapons on or on School premises, facilities, vehicles, or while on School business.
15. Actions that would cause serious injury to oneself, another employee, or student.
16. Engaging in any action constituting criminal offense, whether committed on or off duty.

Employees who engage in behavior of the nature described above or that the School considers unacceptable or inappropriate, or who violate the provisions of this handbook or any other policy, rule, regulation, or procedure presently in force or later established by the School may be subject to discipline up to and including termination, depending on the seriousness and/or frequency of the offense.

The provisions of this policy are intended to provide guidelines regarding employee conduct. Employees are always expected to exhibit common sense and good judgment in their personal conduct. The School reserves the exclusive right to evaluate employee performance and conduct and to take disciplinary action when appropriate.

Any employee who is suspended shall leave the premises and shall remain away until such dismissal or suspension is resolved. The employee may submit a grievance according to the Grievance Procedures contained in SMS Board Policies.

In the event of a dismissal or a suspension, if the action is found to be unjust, the employee shall be reinstated with full pay and all other benefits to which the employee is eligible.

Any letter of reprimand shall be placed in the employee's personnel file. At the end of two (2) years following the issuance of the reprimand, the employee may request the Director of School review the reprimand to determine if it should be removed from the file. In sexual harassment cases, the records shall not be purged.

## **9.GRIEVANCE PROCEDURES**

In an effort to address and resolve problems, improve communications, and maintain a positive and productive work environment, the School encourages all employees to express their concerns and complaints to their supervisor or any School official they feel comfortable approaching.

### **9.3 CONFLICT WITH LAW**

Should any part of this handbook be found to be in conflict with state or federal law, such portion(s) shall be deemed invalid. Those portions not in conflict with state or federal law shall be valid and remain in force.

### **9.4 MANAGEMENT RIGHTS**

This handbook is designed to provide employees with general information regarding the School's policies and procedures and is not intended to and does not create a contract of employment in any manner. Employment with the School is "at-will" and either the employee or the School may end the employment relationship at any time, for any reason, with or without cause or notice. No School representative, with the exception of the Board of Directors, has any authority to enter into any contract of employment to the contrary, and then only if the Board of Directors signs a specific written employment agreement. Neither this handbook, nor any of the School's policies or benefit plans, should be considered a contract for purposes of employment or payment of compensation or benefits. The School Board, and the Superintendent, and/or the School Director reserve the right to add, amend, change, or eliminate the practices and policies referred to in this handbook at their discretion.

The Board of Directors have the inherent right and responsibility, as conferred by the Constitution of the State of Idaho to manage the Syringa Mountain School employees.

# APPENDIX

## LIST OF CONTACTS

If you have any questions regarding the policies and procedures contained in the handbook, or need to report an incident or discuss any other concerns, you may contact any one of the following below:

School Director Christine Fonner 208-806-2880

Office Administrator Loretta Stanbrough 208-806-2880

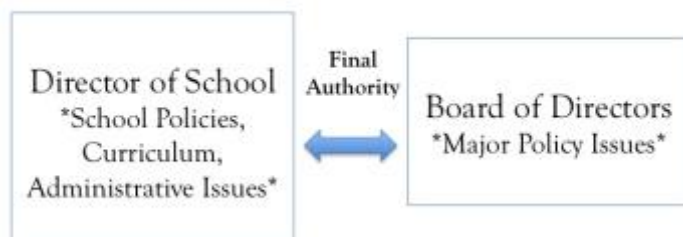
## COMMUNICATION PROTOCOL

### Chain of Communication

We believe in compassionate and clear communication that is transparent. Communication is a critical part of creating trusting, caring, and effective relationships together and in creating a supportive educational environment for our students. The accompanying communication chart is intended to guide communication when an issue arises that requires resolution or when, in effect, free and uninhibited communication is in danger of being interrupted. Our experience has been that when such issues do arise, they are most effectively resolved by following the “Chain of Communication” represented by the chart.



If a student experiences a problem or faces an issue that he or she believes requires resolution, the first point of contact should be that student’s teacher. If the problem remains unresolved, then the issue is to be taken to the Director of School. It is vital for every student to understand that he or she should always feel free to speak with any member of the faculty or administration concerning a problem.



If a parent or a teacher has an issue that he or she believes requires resolution, the same “Chain of Communication” should be followed. It is particularly important for parents to go first to the teacher involved, although the Director of School and Board Chair is also always available. The Director of School will make final decisions concerning curriculum, school operations, and administrative issues. The Board is responsible for major school policies.

Communication is—by definition—a mutual and dynamic process. Good communication does not always result in agreement. The “Chain of Communication” ensures that everyone who wishes to speak will be heard. It is inevitable that some who are heard will not hear, in return, the answer they wish to hear. That too is a circumstance vital to healthy communication.

Ultimately, if all members of the school community communicate directly and responsibly, it will be rare for an issue to reach the bottom line of the chart. More importantly, responsible and direct communication will guarantee a healthy school environment.