

Employee Handbook

2024-25



TROY SCHOOL DISTRICT NO. 287

2024-25

The following procedures are very important for the efficient operation of the Troy School District. If you have questions, please check with your school office, or call the District Office at 835-3791. The District Policy Manual, the Procedure Manual, and the Troy Education Association Negotiated Agreement contain additional information and procedures. Please take the time to consult them.

Please note: The information in this publication is a procedure guide. The current Troy School District Policy Manual, or Troy Education Association Agreement, prevails in case of any dispute.

DISTRICT POLICY MANUAL

The District's current Policy Manual is accessible on the Troy School District website (www.troysd287.org). In addition, the Procedure Manual records many of the processes developed to implement policies.

MEDIA COMMUNICATION

All media communication must be approved by the Superintendent.

Any and all public communication representing Troy School District No. 287 must be approved by the Superintendent. (i.e., newspaper, radio, letters to the State Department of Education and Legislature)

CALENDAR AND WORK DAY

Full-time certificated instructional day hours are selected from 7:30 a.m. - 3:30 p.m., 7:45 – 3:45, or 8:00 – 4:00. Submit flextime form to building administrator.

Part-time and Classified staff hours are designated by the supervisor.

KEYS & BUILDING SECURITY

Your keys are assigned *for your use only*. Please do not loan them to anyone.

Interior and exterior doors remain in the locked position at all times.

DATA SECURITY

With the increase in student data available online, it is vital that all employees institute effective measures to protect confidentiality. Please protect student information the same way you would want your sensitive personal information protected. Whenever you will be away from your computer, log off or make sure your door is locked.

EMPLOYEE CLASSIFICATION DEFINITIONS

Certificated Employee-A certificated employee means any person employed by the district in a teaching, instructional, supervisory, educational administrative, or educational and scientific capacity.

Classified Employee-Classified employee is applied to employees who are not required to hold a certificate or a letter of authorization as prerequisites to obtain or keep their job. Classified employees are "at will employees",

Exempt Employee-Exempt employees are generally not subject to the FLSA regulations governing minimum wage and overtime pay. Rather, exempt employees are paid on a salary or fee basis, meaning they typically must receive their predetermined salary each workweek regardless of the quality or quantity of work performed.

Nonexempt Employee-An individual who is not exempt from overtime provisions of the FLSA and is therefore entitled to overtime pay for all hours worked beyond 40 in a workweek (as well as any state overtime provisions). Nonexempt employees may be paid on a salary, hourly or other basis.

FLSA-The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, recordkeeping, and your employment standards affecting employees in the private sector and in Federal, State, and local governments. <https://www.dol.gov/agencies/whd/compliance-assistance/handy-reference-guide-flsa>

BENEFITS SUMMARY



In addition to the employee's regular salary, it is the policy of Troy School District to provide several other benefits and services.

Medical/Vision/Dental/Life Insurance

The District provides medical, vision, and dental insurance through Blue Cross of Idaho. We are excited to provide dual options in medical and dental coverage. When electing coverage, you will choose the plans that are best for you and your families. Please refer to your Benefits-at-a-Glance to compare plans to make the best decision for you.

Medical – Blue Cross of Idaho

You have the option to enroll in,

- Traditional PPO Medical plan. This is the plan that was offered last year, there have been no plan design changes
- HSA Plan.
 - With an HSA plan the employee pays deductible + coinsurance for non-preventive visits rather than having a copay. This type of a policy offers tax saving opportunities and offers more competitive premiums for those employees covering dependents.
 - Employees that enroll in the HSA Plan will automatically be set up to receive a Peak1 Visa Health Account Card to conveniently pay for eligible expenses, including Medical/Dental/Vision/Ortho. The District contributes to the account on the employee's behalf. The contribution amount will be the difference in premium between the traditional plan and HSA. With an HSA, you own the account and all contributions. Unlike flexible spending accounts (FSAs), the entire HSA balance rolls over each year and remains yours even if you change health plans, retire or leave the company.
 - If you enroll in the HSA plan, you cannot participate in the HRA or FSA plans.

Dental – Blue Cross of Idaho

You have the option to enroll in either the

- Traditional Dental PPO; or
- Dental Blue Connect. Enrolled Members must go to a Willamette Clinic.

A Benefit at a Glance is provided for your review on the next page.

A Summary of Benefits is posted on the District's website.



Base Life, AD&D, Supplemental Life Insurance – United Heritage Life Insurance Company

Troy School District provides an employer-paid \$15,000 guaranteed issue Group Life/AD&D insurance policy for qualified employees. Also includes \$5,000 in spouse coverage, \$2,000 in coverage for children 6 months up to age of 26 that are financially dependent upon you and \$100 in coverage for children under 6 months old.

Employees also have the opportunity to purchase Supplemental Life/AD&D Insurance. Each **NEW** employee is guaranteed up to \$30,000 in coverage (guarantee issue) without completing a personal health statement (PHS). Each employee can purchase up to \$300,000 for themselves, not to exceed 3x basic annual earnings with completing a personal health statement (PHS). Employees may also purchase spouse coverage, up to 50% of the employee coverage amount. There is a \$15,000 guaranteed issue for spouse, \$10,000 guaranteed issue for children 6 months to 26 years, and \$1,000 coverage for children under 6 months old.

NCPERS Group Life Insurance

Additional life insurance is available for purchase from the National Conference on Public Employees Retirement Systems (NCPERS), underwritten by Prudential Financial and administered by Member Benefits. Details are available from the District Office.

Supplemental Insurance

The Troy School District offers optional supplemental insurance for purchase. The companies that we work with are Aflac, American Fidelity and Colonial. For your convenience, the representatives contact information is listed below:

- Aflac- Karen Ball 208-660-7546
- American Fidelity- 800-662-1113
- Colonial- Anne Hagman with the Murray Group, 208-765-2620

Workers Compensation Insurance (all employees)

The Idaho State Insurance Fund covers employees for job-related accidents and injuries. Should these occur, please file a **written** accident report with your supervisor as soon as possible, whether or not a claim will be filed. If you seek medical attention, please inform the District Office as soon as possible so a report can be filed with the State Insurance Fund and Industrial Commission as required by our policy. A First Report of Injury (FROI) **must** be filed as soon as practicable but not later than 10 days after the occurrence of an injury or occupational disease.

Public Employee Retirement System of Idaho (PERSI)

Staff members who are employed for twenty hours (or 0.5 FTE assignment) or more per week for five consecutive months or longer are enrolled in PERSI. Effective July 1, 2024, PERSI rates of changed: Administrators/Teachers **13.48%** district contribution, **8.08%** employee contribution; General Members (Classified) **11.96%** district contribution, **7.18%** employee contribution.

Types of Leave – Employees Half-time or greater

- SICK LEAVE – One day per month worked, prorated for those who are employed for at least 50% but less than 100% of full-time.
- BEREAVEMENT LEAVE – Five days per year available, prorated as above.
- PERSONAL LEAVE – Three days per year available, prorated as above. Employee may roll over up to two days in the next school year if there should be a balance to carry over.
 - ❖ Requests for personal leave use are subject to administrative approval only if the day(s) being requested would be used to extend a vacation time such as spring or winter breaks, recognized holidays, professional development/collaboration time, and the first two weeks or the last two weeks of school unless absolutely necessary with the following conditions:
 - ❖ Classes are covered by a substitute
 - ❖ Leave to be granted on a first come, first serve basis. Teachers must submit lesson plans for the day(s) they are on leave.
 - ❖ In all instances, except extreme emergency situations, employees must provide 48 hours' notice to the supervisor prior to taking the leave.
 - ❖ Notice of one month is required for any personal leave exceeding one week.
 - ❖ An employee may elect to be reimbursed for a maximum of one (1) personal leave day per year at the substitute rate in the June paycheck. Employee will be responsible for requesting the reimbursement through the leave process during the May pay period.
- VACATION (Earned by 12-month classified employees only; refer to policy 5450) – Two weeks per year beginning with second year. Maximum one-week carry-over to following year.



1 year – 9 years	= 2 weeks' vacation
10 years – 19 years	= 3 weeks' vacation
20+	= 4 weeks' vacation

Types of Leave – All Employees

- COMPENSATORY TIME (Earned by classified non-exempt employees only) – Only upon permission of supervisor, time-and-a-half for hours worked over 40 in a week.
- LEAVE WITHOUT PAY – When time is taken off that cannot be compensated with any appropriate leave.
- BUS TRIP WITH STUDENTS – As approved.
- OTHER (such as TEA Business)

Sick Leave Bank

The District maintains a Sick Leave Bank for qualified certificated and classified personnel. Please contact the District Office for more information or refer to *Policy 5401*.

Tuition Reimbursement (certificated staff)

After the employee's first year of service, the District will reimburse certificated employees for three credits earned per year, assuming the courses qualify to renew the employee's certificate. Per-credit reimbursement amount is no greater than that charged by the University of Idaho for the year credit is received. Tuition Reimbursement form, along with transcripts and receipt of payment attached, to be sent to the District Office no later than September 15th.

Troy Education Association

Those certificated employees who wish to join the TEA must contact the TEA representative to enroll and receive information concerning dues. Dues are deducted equally from paychecks from October through July. It is the responsibility of the TEA to notify the district office of association members so that dues can be deducted.

Game Duty

A stipend of \$30 for each assigned game duty will be paid when the employee involved in the activity reports the duty to the building secretary.

Elementary Evening Duty

A stipend of \$30 per event for required school activities at the elementary level that occur after 5:00 p.m. (excluding open house and parent conferences) will be paid subject to approval by the building principal. Elementary teachers must report the activity to their building secretary for payroll purposes.

EMPLOYEE LEAVE PROCEDURES

All employees are required to complete an *Employee Leave And/Or Travel Request* form and check out with their supervisor each time they are away from their regular duties. Please plan ahead. In most cases, leave requests should be submitted at least one week before your absence.

Except in the case of illness or other emergency, *complete* the request form well before the absence, sign and submit the entire form to your supervisor. You will receive the signed form back when approved. Upon your return, whether or not you are claiming reimbursement, sign on the second employee signature line and submit it to your supervisor.

If you think leave has been posted to your record incorrectly, you have 30 days to request an adjustment.

Travel Reimbursement

In an effort to control costs and encourage consistency, the following procedures apply for authorized travel:

1. District mileage payments are based on the amount designated by the Controller of the State of Idaho for state employees. Currently, the rate is .67 per mile, unless space is available in another reimbursed vehicle going to the same event.
2. Maximum per diem is \$55.00 for overnight in state travel. Partial day per diem allowance: Where employees are to be absent from their primary official station on official business for less than (24) hours, partial day per diem allowance is equal to a maximum of twenty-five (25%) (\$13.75) of the total per diem allowance for breakfast, thirty-five percent (35%) (\$19.25) for the total per diem allowance for lunch, and fifty-five (55%) (\$30.25) of the total per diem allowance for dinner. Meal expense will also be paid if a meeting not involving overnight travel includes a purchased meal. Receipts for meals are not required; however, meals should not be claimed if they are not charged. **If requesting reimbursement by receipt include a copy of the customer receipt. Alcoholic beverages are NOT reimbursable and should NOT be included on ANY receipt turned in for reimbursement.**
3. For overnight travel, reasonable lodging costs will be reimbursed. Receipts are required. In most cases, please contact the District Office to make reservations. Otherwise, please identify yourself as a school employee on official business, and request that the hotel direct-bill the District. The employee is responsible for reimbursing the District for a charged unused room.
4. Receipts are required for reimbursement of other expenses (registration, etc.).

PAYROLL

Payday for all employees is the last business day of each month. All paychecks are deposited electronically through Direct Deposit. No payroll advances will be given.

All classified non-exempt staff members submit official monthly time sheets to record actual hours worked as well as leave days taken. Be sure to sign the time sheet before submitting it to your supervisor. **Time is to be recorded to the nearest quarter hour** according to the codes listed. The pay period always runs from the 16th of the month through the 15th of the following month. All

information regarding payroll must be turned into the district office by the 16th of each month. All changes affecting payroll must be submitted in writing to the District Office. Regular employees will be paid over a 12-month period. Coaching pay will be done over a 2-3-month period unless coaching is added to a regular employee.



It takes a big heart
and a large, extra
strong coffee to
shape little minds



PAYROLL DEDUCTIONS

Medical Insurance

Those employees who do not qualify for full District-paid insurance may choose to purchase coverage, and all employees may purchase family coverage using monthly payroll deduction either pre-tax or taxable. Insurance rates are in effect September 1st through August 31st of each year.

BLUE CROSS MEDICAL/VISION/DENTAL/EAP

Approved by the Board of Trustees, June 10, 2024.



During the 2024-25 school year, Troy School District shall pay medical, dental, and vision insurance for the employee who works minimum of 30 hours per week. The deductible shall be \$2,000 on the PPO plan, with a buy down to \$500. Employee's that enroll in the HSA medical option will have a \$3,000 deductible. The district will contribute **\$180.90/monthly** into employee's HSA pre-tax account. **If you enroll in the HSA you are not eligible for the HRA or FSA account.**

Employees working under 30 hours per week, insurance coverage shall be prorated per FTE.

Employees, who will be paying for their dependent's coverage, and retirees, under the age of 65, shall be required to pay 100% of the medical premium with an additional premium to the Medical Insurance Pool. Explanation of Benefits will need to be turned into **Peak 1 Administration** no later than March 31 to be reimbursed for the previous year.

Medical Insurance Pool

\$2000 deductible with buy down to \$500

Medical Premium Only-Based on Monthly Premium Charge

Spouse	112.85
Child	50.80
Children	74.30
Family	145.75

Blue Cross of Idaho Premiums

Insurance rates effective September 1, 2024

	PPO	PPO w/Dental Blue	HSA	HSA w/Dental Blue
Employee (paid by District over 30 hours per week; under 30 hours per week prorated)	1027.75	1038.61	846.85	857.71
Spouse	1190.40	1203.10	934.20	946.90
Child	549.45	559.53	435.95	446.03
Children	826.00	846.21	659.60	679.81
Family	1583.85	1614.66	1256.60	1287.41

Employee Benefits *at-a-glance*

9/1/2024 - 8/31/2025



Troy School District



Medical				
Option 1 Blue Cross of Idaho 2000 PPO	Blue Cross of Idaho 2000 PPO Deductible: Individual \$2,000 Family \$4,000 Coinsurance: 10% Out of Pocket Max: Individual \$3,500 Family \$7,000	Office Visits: PCP: \$20 Copay Specialty: \$40 Copay Preventive Care Visits: 100% Diagnostic Lab & X-Ray: No charge first \$100 then Ded. + Coins. Hospital Services Inpatient: Ded. + Coins. Outpatient: Ded. + Coins. Emergency Room: \$100 Copay + Ded. + Coins. Accident Insurance: \$300 Max Benefits per insured, per year	(Walgreens pharmacy is NOT in Network) Rx Benefits: Generic: \$15 Copay Preferred Brand: \$30 Copay Non-Preferred Brand: \$45 Copay Specialty: \$45 Copay	H.R.A. (Health Reimbursement Account)
				Once Employee incurs \$500 Individual \$1,000 Family of out-of-pocket deductible related expenses, the HRA will reimburse up to 90% of eligible costs. Not to exceed \$1,350 Ind. \$2,700 Family per calendar year. Administered by Peak1 Administration
Option 2 Blue Cross of Idaho HSA 3200	Blue Cross HSA 3200 Deductible: Individual \$3,200 Family \$6,400 Coinsurance: 30% Out of Pocket Max: Individual \$5,800 Family \$11,600	Office Visits: PCP: Ded. + Coins. Specialty: Ded. + Coins. Preventive Care Visits: 100% Diagnostic Lab & X-Ray: Ded. + Coins. Maternity: Ded. + Coins. Hospital Services Inpatient: Ded. + Coins. Outpatient: Ded. + Coins. Emergency Room: Ded. + Coins.	(Walgreens pharmacy is NOT in Network) Rx Benefits: Generic: 30% after Ded. Preferred Brand: 30% after Ded. Non-Preferred Brand: 30% after Ded. Specialty: 30% after Ded.	H.S.A. (Health Savings Account)
				Employer Contribution: \$180.90 Monthly
Dental				
Option 1 Dental Blue Connect (Willamette)	No Deductible / No Annual Maximum \$20 Copay Per Visit Diagnostic & Preventive: Covered 100% Fillings: Covered 100% Root Canal: \$100 - \$175 (for a complete list of services/copays - refer to benefit summary) Porcelain Crowns: \$250 Copay / Bridge: \$250 Copay Comprehensive Orthodontia: \$2,000 Copay			Network
				You must go to one of the local Willamette Dental clinics for treatment. There are no benefits payable outside of these clinics unless specified by your Willamette dentist.
Option 2 Blue Cross of Idaho PPO	Blue Cross PPO Deductible: \$50 Individual/ \$150 Family Maximum Benefit: \$1,000 In Network \$1,250 Out of Network Diagnostic & Preventive: 100% PPO Basic Services: 80% PPO Major Services: 50% PPO			Network
				Select any dentist within the Blue Cross of Idaho dental network. By choosing an Out-of-Network provider you pay your deductible, coinsurance, and are responsible for differences between what Blue Cross allows and what the out-of-Network providers charges.
Vision				
VSP Blue Cross of Idaho	VSP through Blue Cross of Idaho Exam: Covered in full every 12 months \$0 Copay Lenses: Covered in full every 12 months after \$25 Copay Frames: \$130 Allowance every 12 months Contacts (in lieu of frames lenses): \$130 Allowance every 12 months			Laser Vision Correction
				Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities
Employer Sponsored Life & AD&D		Telemedicine Enhancement		
United Heritage	Employee Life Benefits \$15,000 Spouse Life Benefits \$5,000 Children (6 months - 26 years) Life Benefit \$2,000 Children (less than 6 months) Life Benefit \$100	AllyHealth	All employees and their household family members are automatically enrolled in this school district-paid telemedicine benefit. Employees have around the clock access to doctors through AllyHealth. This telemedicine benefit will connect you to a board certified doctor by video chat at no cost to you. Services include but not limited to general medicine visits, mental health visits, family/pediatric visits, medical bill review and negotiation. Go to www.allyhealth.net to activate your account.	

Employee Benefits *at-a-glance*

9/1/2024 - 8/31/2025

Troy School District



Voluntary Benefits		
Colonial Life	<p><u>Short Term Disability</u> - Replaces a portion of your income for on off the job disabilities.</p> <p><u>Group Accident</u> - Compliments and compliant with H.S.A. (spouse & eligible dependent children coverage available).</p> <p><u>Critical Care</u> - Provides a lump sum benefit when a covered critical illness is diagnosed.</p> <p><u>Group Medical Bridge</u> - Hospital confinement indemnity that pays benefits to help cover out-of-pocket expenses associated with covered hospital stay, outpatient surgeries, diagnostic procedures and health screenings.</p>	Benefits
		Benefits are paid directly to the insured. Employees can continue coverage with no increase in premiums if they retire or change jobs. Employees receive benefits regardless of any other insurance. Premiums are payroll deducted.
United Heritage	<p><u>Long Term Disability (LTD)</u></p> <p>Elimination Period - 90 Days</p> <p>Monthly Income - 60%</p> <p>Occupation Mental & Nervous Substance Abuse Limitation - 24 Months</p> <p>Pre-Existing Conditions - 12-12-12</p>	Premiums Per \$100 of Monthly Covered Payroll
		<p><24 - \$.10</p> <p>25-29 \$.12</p> <p>30-34 \$.14</p> <p>35-39 \$.19</p> <p>40-44 \$.30</p> <p>45-49 \$.43</p> <p>50-54 \$.59</p> <p>55-59 \$.70</p> <p>60-64 \$.70</p> <p>65-69+ \$.70</p>
United Heritage	<p><u>Supplemental Life Insurance</u></p> <p>Guaranteed up to \$30,000. Can purchase up to \$300,000 for employee, not to exceed 3x basic annual earnings. Spouse coverage, up to 50% of the employee coverage amount. There is a \$15,000 guaranteed issue for spouse, \$10,000 guaranteed issue for children 6 months to 26 years, and \$1,000 coverage of children under 6 months old</p> <p>(Guarantee for NEW Employees ONLY)</p>	

Flexible Spending Account (FSA)

Employees may participate in a flexible spending account, which allows for the pretax payment of medical bills and dependent care. Enrollment must be arranged each year, prior to September 1.

Other Personal Deductions

Employees may request payroll deductions for PERSI Choice 401(k).

GENERAL INFORMATION

Certification and College Transcripts (certificated staff)

It is the certificated employee's responsibility to have an original copy of the current Idaho Teaching Certificate, and official transcripts of college work, on file at the District Office. Certification is required by Idaho Code. The employee is also responsible for maintaining a current address at the State Department of Education certification office. Renewal application forms are available online.

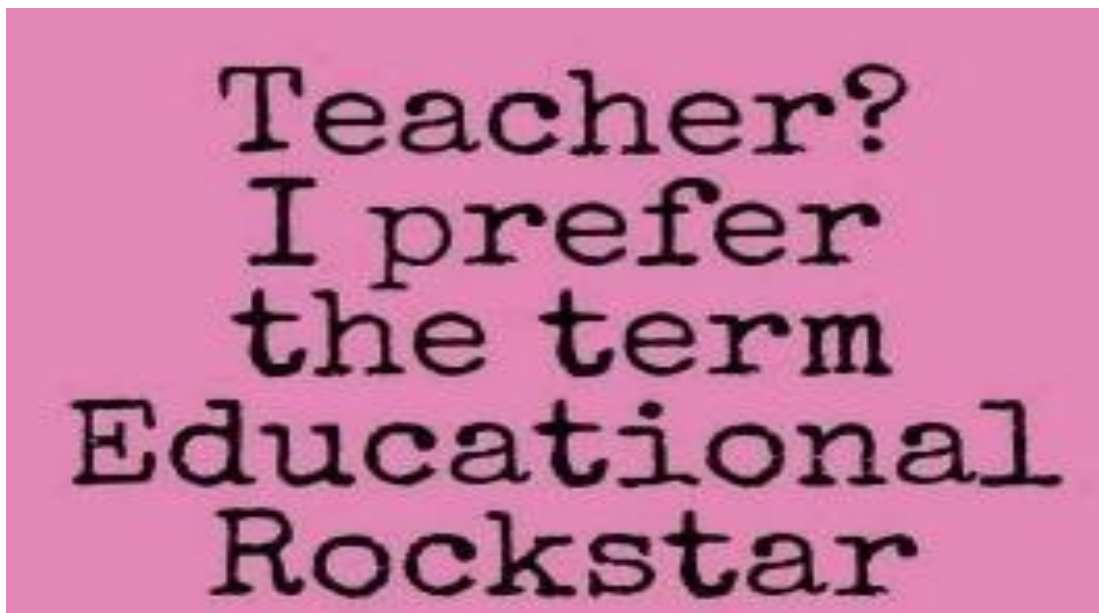
Verification of courses taken and credits earned must be submitted in writing (transcript) to the district office and the State Department of Education by September 15th for advancement on the salary schedule.

Movement on the Salary Schedule

If there is a possibility for movement on the teacher's salary schedule, please inform the District Office by April 1st to aid in determining budgets and benefits. Verification of the courses taken and credits earned must be submitted by transcript to the District Office by September 15th in order for the contract to reflect any resulting salary advancement.

School Lunch

Adult prices are \$5.00 and extra milk is .55¢ per carton. **Employees are expected to keep their account current, but a maximum of THREE (3) charges is allowed.**





Lunch Prices for 2024-25



K-6 Student Breakfast	\$1.85
K-6 Student Lunch	2.80
7-12 Student Breakfast	2.00
7-12 Student Lunch	3.10
Adult Breakfast	2.90
Adult Lunch	5.00
Extra Milk	.55

Requisitions and Purchase Orders

Please be aware of the shipping charges when ordering from catalogs as they can exceed your budget for the item ordered.

Receipt of Orders

When your order arrives, PLEASE check the quantities and condition of all merchandise received to make sure everything has been delivered. Circle the quantity, sign and date the packing slip and give it to your building secretary. If there is no packing slip in the package, indicate items as “received” on the label or other paper, and sign and date the list.

If the packing slip or equivalent is not returned to the District Office, or if proper authorization had not been received, you could be billed for the merchandise.

District Payment of Bills

The District pays bills only once a month. All invoices and statements are approved for payment by the school board at their meetings on the second Monday of each month. Bills for payment should be turned into the District Office no later than the Wednesday before each board meeting to allow time for processing.

Telephone Use

Personal long-distance calls charged to the District are prohibited. If you must make a personal call during working hours, please use your personal calling card or cell phone. In case of emergency, please report the call to the District Office.

NOTICES

SEXUAL HARASSMENT / SEXUAL INTIMIDATION IN THE WORKPLACE

According to the Equal Employment Opportunity Commission, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, including unwanted touching, verbal comments, sexual name calling, gestures, jokes, profanity, and spreading of sexual rumors.

The District shall do everything in its power to provide employees an employment environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined and otherwise prohibited by state and federal law. In addition, Principals and Supervisors are expected to take appropriate steps to make all employees aware of the contents of this policy. A copy of this policy will be given to all employees.

District employees shall not make sexual advances or request sexual favors or engage in any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment prohibited by this policy includes verbal or physical conduct. The terms "intimidating", "hostile", or "offensive" include, but are not limited to, conduct which has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all of the circumstances.

Aggrieved persons who feel comfortable doing so, should directly inform the person engaging in sexually harassing conduct or communication, that such conduct or communication is offensive and must stop.

Employees who believe they may have been sexually harassed or intimidated should contact the Title IX coordinator or an administrator, who will assist them in filing a complaint. An individual with a complaint alleging a violation of this policy shall follow the Uniform Grievance Procedure.

Investigation

When an allegation of sexual harassment is made of any employee, the designated school officials will take immediate steps to: (1) Protect the grievant from further harassment; (2) Discuss the matter with and obtain a statement from the accused and his representative, if any; (3) Obtain signed statements of witnesses; (4) Prepare a report of the investigation.

Confidentiality

Due to the damage that could result to the career and reputation of any person falsely or in bad faith accused of sexual harassment, all investigations and hearings surrounding such matters will be designed to the maximum extent possible to protect the privacy of, and minimize suspicion towards, the accused as well as the complainant. Only those persons responsible for investigating and enforcing this policy will have access to confidential communications. In addition, all persons involved are prohibited from discussing the matter with co-workers and/or other persons not directly involved in resolving the matter.

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action, up to and including discharge.

COMPUTER NETWORK REGULATIONS
Policy 5325, 5330, 5335

Troy School District 287

PERSONNEL

5325

Employee Use of Social Media Sites, Including Personal Sites

Because of the unique nature of social media sites, such as Facebook and Twitter, and because of the District's desire to protect its interest with regard to its electronic records, the following rules have been established to address social media site usage by all employees:

Protect Confidential and Proprietary Information

Employees shall not post confidential or proprietary information about the District, its employees, students, agents, or others. The employee shall adhere to all applicable privacy and confidentiality policies adopted by the District or as provided by State or federal law.

Do Not Use the District's Name, Logos, or Images

Employees shall not use the District logos, images, iconography, etc. on personal social media sites. Nor shall employees use the District name to promote a product, cause, political party, or political candidate. Nor shall employees use personal images of students, names, or data relating to students, absent written authority of the parent of a minor or authority of an adult or emancipated student.

Respect District Time and Property

Limited Use of Social Media on District Equipment Permitted

Employees will use e-mail and social media for personal purposes only during non-work times, such as during lunch or before or after school. Employees are prohibited from downloading the TikTok app or visiting the TikTok website on any District device or using internet access provided by the District. Any use of permissible social media sites must occur during times and places that the use will not interfere with job duties, negatively impact job performance, or otherwise be disruptive to the school environment or its operation.

On Personal Sites

If you identify yourself as a District employee online, it should be clear that the views expressed, posted, or published are personal views, not necessarily those of the District, its Board, employees, or agents.

Opinions expressed by staff on a social networking website have the potential to be disseminated far beyond the speaker's desire or intention, and could undermine the public perception of fitness of the individual to educate students, and thus undermine teaching effectiveness. In this way, the effect of the expression and publication of such opinions could potentially lead to disciplinary.

action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment

Keep Personal and Professional Accounts Separate

Staff members who decide to engage in professional social media activities will maintain separate professional and personal email addresses. Staff members will not use their District email address for personal social media activities. Use of District email for this purpose is prohibited and will be considered a violation of District policy that may result in disciplinary action.

Contact with Students

Although it is desired that staff members have a sincere interest in students as individuals, partiality and the appearance of impropriety must be avoided. Pursuant to the Code of Ethics for Idaho Professional Educators, individuals shall maintain a professional relationship with all students, both inside and outside of the classroom. Excessive informal or social involvement with students is therefore prohibited. This includes:

1. Listing current students as "friends" on networking sites wherein personal information is shared or available for review which results in the certificated professional employee not maintaining the Code of Ethics requiring professional relationships with students both inside and outside the classroom;
2. Contacting students through electronic means other than the District's email and telephone system;
3. Coaches electronically contacting a team member or members without including all team members in the communication;
4. Giving private cell phone or home phone numbers to students without prior approval of the District; and
5. Inappropriate contact of any kind including via electronic media.

Nothing in this policy prohibits District staff and students from the use of education websites or use of social networking websites created for curricular, co-curricular, or extracurricular purposes where the professional relationship is maintained with the student.

Failure to maintain a professional relationship with students, both inside and outside of a classroom setting, including interaction via social networking websites of any nature, e-mailing, texting, or any other electronic methods will result in the required reporting of such conduct to the Professional Standards Commission by the District's Administration.

Rules Concerning District-Sponsored Social Media Activity

If an employee wishes to use Facebook, Twitter, or other similar social media sites to communicate meetings, activities, games, responsibilities, announcements etc., for a school-based club or a school-based activity or an official school-based organization, the employee must also comply with the following rules:

1. The employee must set up the club, activity, etc. as a group list which will be “closed and moderated”;
2. The employee must set up mechanisms for delivering information to students that are not members of the group via non-electronic means;
3. Members will not be established as “friends” but as members of the group list;
4. Anyone who has access to the communications conveyed through the site may only gain access by the permission of the employee. Persons desiring to access the page may join only after the employee invites them and allows them to join;
5. Parents shall be permitted to access any site that their child has been invited to join. Parents shall report any communications by students or school personnel they believe to be inappropriate to District administration;
6. Access to the site may only be permitted for educational purposes related to the club, activity, organization, or team;
7. The employee responsible for the site will monitor it regularly;
8. The employee’s supervisor shall be permitted access to any site established by the employee for a school-related purpose;
9. Employees are required to maintain appropriate professional boundaries in the establishment and maintenance of all such District-sponsored social media activity. This includes maintaining a separation between the school activity pages and employees’ personal social media profiles and pages;
10. Postings made to the site must comply with the District’s Policy 5335 Employee Use of Electronic Communications Devices; and
11. The Superintendent reserves the right to shut down or discontinue the group if they believe it is in the best overall interest of the students.

Cross References:5335

3270P

Employee Use of Electronic Communications
Devices

Acceptable Use of Electronic Networks

Legal Reference: IC § 18-6726 T i k T o k Use by State Employees on a State-Issued Device

Prohibited

IDAPA 08.02.02.076 Code of Ethics for Idaho Professional Educators Idaho Executive Order 2022-06

Policy History:

Adopted on:

1/8/2024

Revised on: 12/11/2023

Reviewed on: 12/11/2023

Employee Email and Online Services Usage

Internet access and interconnected computer systems may be available to the District's faculty. Electronic networks, including the internet, are a part of the District's instructional program in order to promote educational excellence by facilitating resource sharing, innovation, and communication.

Staff may, consistent with the computer use policies of the District and the District's educational goals, use approved internet sites throughout the curriculum.

The District email and internet systems are provided for educational purposes only. The District's electronic network is part of the curriculum and is not a public forum for general use.

Uses

Use for other informal or personal purposes is permissible within reasonable limits provided it does not interfere with work duties and complies with District policy. All email and internet records are considered District records and should be transmitted only to individuals who have a need to receive them and only relating to educational purposes. Staff has no expectation of privacy in any materials that are stored, transmitted, or received via the District's electronic network or District computers. The District reserves the right to access, monitor, inspect, copy, review, and store, at any time and without prior notice, any and all usage of the computer network and internet access and any and all information transmitted or received in connection with such usage, including email and instant messages.

Unacceptable Uses of Network

The following are considered examples of unacceptable uses and constitute a violation of this policy. Additional unacceptable uses can occur other than those specifically listed or enumerated herein:

1. Uses that violate the law or encourage others to violate the law including local, State, or federal law; accessing information pertaining to the manufacture of weapons; intruding into the networks or computers of others; and downloading or transmitting confidential, trade secret information, or copyrighted materials;
2. Uses that cause harm to others or damage their property, person, or reputation, including but not limited to engaging in defamation; employing another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating; reading or sharing another person's communications or personal information; or otherwise using their access to the

network or the internet;

3. Uploading a worm, virus, other harmful form of programming or vandalism; participating in hacking activities or any form of unauthorized access to other computers, networks, or other information. Staff will immediately notify the school's system administrator if they have identified a possible security problem;
4. Downloading the TikTok app or visiting the TikTok website;
5. Uses amounting to harassment, sexual harassment, bullying, or cyber-bullying (defined as using a computer, computer system, or computer network to convey a message in any format that is intended to harm another individual);
6. Uses that jeopardize the security of access and of the computer network or other networks on the internet; uses that waste District resources;
7. Uses that are commercial transactions, including commercial or private advertising;
8. The promotion of election or political campaigns, issues dealing with private or charitable organizations or foundations, ballot issues, or proselytizing in a way that presents such opinions as the view of the District;
9. Sending, receiving, viewing, or downloading obscene materials, materials harmful to minors, materials that depict the sexual exploitation of minors, or other inappropriate materials;
10. Sharing one's password with others or allowing them to use one's account;
11. Downloading, installing, or copying software or other files without authorization of the Superintendent or the Superintendent's designee;
12. Posting or sending messages anonymously or using a name other than one's own;
13. Attempting to access the internet using means other than the District network while on campus or using District property;
14. Sending unsolicited messages such as advertisements, chain letters, junk mail, and jokes;
15. Sending emails that are libelous, defamatory, offensive, or obscene;
16. Notifying patrons or the public of the occurrence of a school election by providing anything other than factual information associated with the election – such as location, purpose, etc. Such factual information shall not promote one position over another;
17. Forwarding or redistributing the private message of an email sender to third parties or giving the sender's email address to third parties without the permission of the sender;and/or

18. Downloading or disseminating copyrighted or otherwise protected works without permission or license to do so.

Records

District records, including email and internet records may be subject to public records requests, disclosure to law enforcement or government officials, or to other third parties through subpoena or other processes. The Superintendent or their designee may review any and all email of any employee, at any time, with or without cause. Consequently, employees should always ensure that all information contained in email and internet messages is accurate, appropriate, and lawful. When sending student records or other confidential information by email, staff shall be aware of the security risks involved and shall take all steps directed by the Internet Safety Coordinator to reduce such risks.

The Internet Safety Coordinator shall provide direction to staff on how to send student records or other confidential information by email in a secure manner.

When communicating with students and parents by email, employees should use their District email rather than a personal email account. Email and internet messages by employees may not necessarily reflect the views of the District. Abuse of the email or internet systems, through excessive and/or inappropriate personal use, or use in violation of the law or District policies, will result in disciplinary action, up to and including termination of employment.

Privacy

While the District does not intend to regularly review employees' email and internet records, employees have no right or expectation of privacy in their use of email or the internet via devices or internet access provided by the District, and the District may review any and all email of any employee, at any time, with or without cause. Depending upon content, email and internet communications may potentially be disclosed to any member of the public through a public records request.

Internet Access Conduct Agreements

Each staff member will be required to sign the Procedure 5330F Employee Electronic Mail and Online Services Use Policy Acknowledgment upon the adoption of this policy or upon hiring.

Warranties/Indemnification

The District makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computer networks and the internet provided under this policy. The District is not responsible for any information that may be lost, damaged, or unavailable when using the network, or for any

information that is retrieved or transmitted via the internet. The District will not be responsible for any unauthorized charges or fees resulting from access to the internet, and any user is fully responsible to the District and shall indemnify and hold the District, its Trustees, administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user.

Violations

If any staff member violates this policy, they may be subject to disciplinary action. The system administrator and/or the Internet Safety Coordinator and/or the building principal will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations. Actions which violate local, State, or federal law may be referred to the local law enforcement agency.

Cross References: 5290
5325
Personal
Sites

Political Activity-Staff Participation
Employee Use of Social Media Sites, Including

Legal Reference: IC § 18-6726 TikTok Use by State Employees on a State-Issued Device

Prohibited
Idaho Executive Order 2022-06
Board of County Commissioners v. Idaho Health Fac. Auth., 531 P.2d 588 (1975)

Other Reference: Idaho Attorney General Opinion No. 95-07 ("What are the limitations on loaning and/or sharing State of Idaho employees or facilities to or with private charitable foundations?") (available at: <https://www.ag.idaho.gov/content/uploads/2017/12/1995.pdf>)

Policy History:

Adopted on:

11/10/08

Revised on: 12/11/2023, 1/8/2024

Reviewed on: 12/11/2023

Employee Use of Electronic Communications Devices

The Board recognizes that employees may carry electronic communications devices, either District-issued or personally owned, and hereby adopts this policy.

District-Issued Communications Devices

Communication devices issued by the District may include, for example, cellular telephones; walkie-talkies; laptop computers; and citizens band radios, either installed in vehicles or hand- held.

Employees in receipt of District-issued equipment shall be held responsible for the safekeeping of the equipment and for the exercise of reasonable efforts to see that the equipment is not lost, stolen, or damaged. Reckless or irresponsible use of District equipment resulting in loss or damage may result in the employee having to reimburse the District for any associated costs of replacement or repair.

Any such devices issued shall be with the expectation that they are to be used, almost exclusively, for District-related business purposes and are not intended for personal use except in emergencies involving employee health or safety.

Staff members shall refrain from downloading the TikTok app onto any District issued device. If TikTok has already been downloaded onto a device issued to a staff member, they shall delete the app or seek assistance from District technology personnel OR the building principal in deleting it. The District shall take measures to prevent the downloading of TikTok or accessing of the TikTok website onto any District devices or via the District's electronic network.

District-issued equipment shall be used in a manner that does not disrupt instruction or other work-related activities unless there is a reason of personal health or safety involved.

Any District-issued equipment is to be surrendered to the District immediately upon request.

Personally-Owned Communications Devices

Employees may carry and use personally-owned electronic communication devices during the school day on school property Except that

Personally, owned hand-held citizens band radios, portable police scanners, and long or short- range walkie-talkies should not be used or carried by employees on school property during the school day unless by specific permission of their

immediate supervisor based on a personal health or safety need.

Personal electronic communications devices should not be used during the employee's normal duty times to send or receive messages of a personal nature, but such use is allowable during normal break times, lunch times, and preparation times. Use of personal electronic communication devices should be curtailed during instructional time or at school-sponsored programs, meetings, in-services, parent/guardian conferences, or any other time when there would be a reasonable expectation of quiet attentiveness.

Any employee violating the above rules may be subject to disciplinary action.

Legal Reference: IC § 18-6726 TikTok Use by State Employees on a State-Issued Device Prohibited Idaho Executive Order 2022-06

Policy History:

Adopted on:

11/10/08

Revised on: 1/8/2024

Review on: 12/11/2023

Troy School District
SD287 Network Access Release Form

As a condition of my privilege to use the SD287 Network to access public networks such as the Internet, I understand and agree with the following:

1. To follow the *SD287 Network Acceptable Use Procedures* and *Code of Conduct*.
2. Network administrators have the right to review any material stored on SD287 Network servers/computers and to edit or remove any material which they, in conjunction with school administrators, believe may be unlawful, obscene, abusive, or otherwise objectionable and I hereby waive any right of privacy which I may otherwise have to such material.
3. The Troy School District will not be liable for any direct or indirect, incidental, or consequential damages due to information obtained via use of the SD287 Network, including, without limitation, access to public networks.
4. The Troy School District does not warrant that the functions of SD287 Network or any of the networks accessible through SD287 Network will meet any specific requirements you may have, or that SD287 Network will be error free or uninterrupted.
5. The Troy School District shall not be liable for damages (including lost data or information) with the use, operation, or inability to use SD287 Network.
6. The use of the SD287 Network, including use to access public networks, is a privilege which may be revoked for violation of the *SD287 Network Acceptable Use Procedures* and *Code of Conduct*. Network administrators and or district administrators decide what constitutes a violation of the *SD287 Network Acceptable Use Procedures* or *Code of Conduct*.
7. In consideration for the privilege of using the SD287 Network and in consideration for having access to the public networks, I hereby release Troy School District, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use, or inability to use, the-SD287 Network.
8. The Troy School District cannot guarantee that students will not encounter objectionable material.

Troy School District
SD287 Network Code of Conduct

Use of the Troy School District Network (SD287 Network), and public networks such as the Internet, by students and staff of the Troy School District shall be in accordance with the District's Acceptable Use Procedures* and this Code of Conduct.

1. Be ethical and courteous. Do not send hateful, harassing, obscene, or discriminatory messages.
2. Respect the files and data of other users. Do not change or copy files/data of others without their permission in writing.
3. Treat anything created by others (information, graphics, music, sounds, projects, etc.) as their private property. Respect copyrights.
4. Use the network in a way that does not disrupt its use for others. Do not destroy, change, or misuse the hardware or software in any way. Do not develop or distribute programs that invade other computers, computer systems, or networks. Do not "hack" the system.
5. Use the SD287 Network and the Internet for educational purposes. Do not use the network to access or create inappropriate material or for commercial purposes.
6. Respect and protect the privacy of all users. Do not allow others to use your ID card, password, etc. Do not use anyone else's ID card, password, etc.

The SD287 Network is the property of the Troy School District and is to be used for academic or administrative purposes only. The district reserves the right to remove a user's account if it is determined that the user is engaged in unauthorized activity or is violating this code of conduct.

DRUG FREE WORKPLACE NOTICE TO EMPLOYEES

YOU ARE HEREBY NOTIFIED that it is a violation of the policy of the Troy School District No. 287 for any employee to unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 CFR 1300.11 through 1300.15.

"Workplace" is defined as the site for the performance of work done in connection with a federal grant. That includes any school building or any school district premises; any school-owned vehicle or any other school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district.

YOU ARE FURTHER NOTIFIED that it is a condition of your continued employment that you will comply with the above policy of the school district and will notify your supervisor of your conviction under any criminal drug statute for violation occurring in the workplace. Such notification shall be no later than five days after such conviction.

Any employee who violates the terms of the school district's drug-free workplace policy may be suspended, discharged, or non-renewed in accordance with the provisions of board policy and state law.

An employee shall be required to satisfactorily complete a drug rehabilitation or treatment program approved by the Board, at the employee's expense, as a condition of reinstatement.

Substance-Free Schools

Use of tobacco products, alcohol, or illicit drugs is prohibited on school property and at school activities.

FAMILY AND MEDICAL LEAVE

Family and Medical Leave is authorized for an eligible employee for up to 12 weeks each year for birth, adoption or foster care placement of a child, the need to care for a child, spouse or parent with a serious health condition, or for the employee's health condition which makes him or her unable to perform the essential functions of his or her job. (Eligible employee defined: An employee who has been employed for their employer at least 12 month, worked at least 1250 hours over the past twelve months and work at a location where the company employs 50 or more employees within 75 miles.)

Family and Medical Leave are offered without pay. However, to the extent the employee also qualifies for and elects to use sick leave, annual leave or shared leave during part or all of the time absent from work, family and medical leave may be taken with pay.

An employee planning to take Family and Medical Leave is expected to provide the District Office at least 30 day notice when the condition for which leave is taken is known in advance; otherwise, as much notice as is practical.

The District requires (through the employee or the employee's representative) certification from the health care provider of medical necessity for treatment or care giving which is the basis of the request for medical leave, as well as a return-to-work release from the health care provider, for employees who have been on medical leave due to their own serious health condition. Family Medical Leave may be taken continuously, intermittently, or via a reduced work schedule with the written approval of the Superintendent.

Health benefits are continued by the District for benefits-eligible employees during 3 months while on Family and Medical Leave (FML), but the cost of health benefits may be recovered by the District from employees who do not return to work following FMLA without pay. If FMLA is taken without pay, the employee must make arrangements with the District Office to pay dependent health premiums or other employee contributions.

Upon returning to work from an authorized Family and Medical Leave, an employee will normally be assigned to the same position. In unusual circumstances, and preferably after advance consultation with the employee, the employee may be reassigned to a similar position for which he or she qualifies.

FMLA forms for employee application and health care provider certification are available from the District Office.

Personnel who are employed principally in an instructional capacity may be required to extend their leave to coordinate with the end of a term, and such extended leave is counted against the teacher's FMLA

allotment. If the employee's FMLA allotment expires during the extension, the additional time is nevertheless deemed FMLA leave. See District Policy for details.

If intermittent leave or reduced leave schedule is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternate position. If a teacher does not give the School Board the required 30-day notice for intermittent leave or a reduced leave schedule which is foreseeable, he or she must delay the taking of leave until the notice provision is met. If a teacher takes intermittent leave or a reduced leave schedule which is for more than 20% of the normal working days over the period of the leave, that teacher must take the entire period as FMLA leave.

Any employee who takes leave under this policy for the intended purpose of the leave shall be entitled, on return from leave, to be restored to his or her former job, or to be placed in an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The taking of leave under this policy shall not result in the loss of any employment benefit accrued before the date on which the leave began.

The District may decline such position restoration to salaried employees who are among the highest paid 10% of the school system's employees under certain conditions. See District Policy for details.

Upon returning from an approved leave of absence granted as a result of an employee's own serious health condition, the employee must present written medical certification from his or her medical care provider, stating that the employee is able to perform the essential functions of the job with or without reasonable accommodation.

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

The District shall provide equal employment opportunities to all persons, regardless of their race, color, religion, creed, national origin, sex, age, ancestry, marital status, military status, citizenship status, use of lawful products while not at work, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodations, and other legally protected categories.

The District will make reasonable accommodation for an individual with a disability known to the District, if the individual is otherwise qualified for the position, unless the accommodation would impose an undue hardship upon the District.

Inquiries regarding discrimination should be directed to the Superintendent. Specific written complaints should follow the Uniform Grievance Procedure.

Accommodating Individuals with Disabilities

Individuals with disabilities shall be provided a reasonable opportunity to participate in all school-sponsored services, programs, or activities on an equal basis to those without disabilities and will not be subject to illegal discrimination. The District will provide auxiliary aids and services where necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.

This institution is an equal opportunity provider.

CODE OF ETHICS FOR IDAHO PROFESSIONAL EDUCATORS



Idaho Professional Standards Commission
<https://www.sde.idaho.gov/cert-psc/psc/>

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FOREWORD

Idaho is blessed with great educators who want to help our kids build the knowledge and skills that will prepare them to be engaged citizens and successful in their lives and careers.

This responsibility requires high ethical standards that teachers and administrators must adhere to on a daily basis. Those standards can be found in this booklet, the *Code of Ethics for Idaho Professional Educators*. Please take the time to read it, reflect on it, and continuously reinforce the values expressed in its pages.

The *Code of Ethics for Idaho Professional Educators* is designed to remind everyone that educators are public servants in our communities, providing education and opportunity to all Idaho students. Our educators have the power to unlock the potential in every child, especially those children who are uncertain of their potential or face challenges.

Education has the power to change lives. When practitioners maintain professional conduct, they are putting their students first. To that end, we are pleased to provide you with this Code of Ethics.

Thank you for recognizing the power of teaching and choosing to be a part of Idaho's educational community.

Welcome!

Sincerely,

A handwritten signature in black ink that reads "Debbie Critchfield". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Debbie Critchfield

Superintendent of Public Instruction

PREAMBLE

Believing in the worth and dignity of each human being, the professional educator recognizes the supreme importance of pursuing truth, striving toward excellence, nurturing democratic citizenship and safeguarding the freedom to learn and to teach while guaranteeing equal educational opportunity for all. The professional educator accepts the responsibility to practice the profession according to the highest ethical principles.

The *Code of Ethics for Idaho Professional Educators* symbolizes the commitment of all Idaho educators and provides principles by which to judge conduct.

ASPIRATIONS AND COMMITMENTS

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

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

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

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

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

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

DEFINITIONS

Administrative Complaint. A document outlining the specific, purported violations of Section 33-1208, Idaho Code, or the *Code of Ethics for Idaho Professional Educators*.

Educator. A person who held, holds, or applies for an Idaho Certificate (Section 33-1201, Idaho Code).

Education Official. An individual identified by local school board policy, including, but not limited to, a superintendent, principal, assistant principal, or school resource officer (SRO).

Executive Committee. A decision-making body comprised of members of the Professional Standards Commission, including the chair and/or vice-chair of the Commission. A prime duty of the Committee is to review alleged violations of the *Code of Ethics for Idaho Professional Educators* to determine probable cause and recommend possible disciplinary action.

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

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

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

No Probable Cause. A determination by the Executive Committee that there is not sufficient evidence to take action against an educator's Certificate.

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

Probable Cause. A determination by the Executive Committee that sufficient evidence exists to issue an administrative complaint.

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

Revocation. The invalidation of a Certificate held by the educator.

Stipulated Agreement. A written agreement between the respondent and the Professional Standards Commission to resolve matters arising from an allegation of unethical conduct, following a complaint or an investigation. The stipulated agreement is binding to both parties and is enforceable under its own terms

Principles I-X

Principle I - Professional Conduct. A professional educator abides by all federal, state, and local education laws and statutes. Unethical conduct shall include the conviction of any felony or misdemeanor offense set forth in Section 33-1208, Idaho Code.

Principle II - Educator/Student Relationship. A professional educator maintains a professional relationship with all students, both inside and outside the physical and virtual classroom. Unethical conduct includes, but is not limited to:

- a. Committing any act of child abuse, including physical or emotional abuse;
- b. Committing any act of cruelty to children or any act of child endangerment;
- c. Committing or soliciting any sexual act from any minor or any student regardless of age;
- d. Committing any act of harassment as defined by local education agency policy;
- e. Soliciting, encouraging, or consummating a romantic relationship (whether written, verbal, virtual, or physical) with a student, regardless of age;
- f. Soliciting or encouraging any form of personal relationship with a student that a reasonable educator would view as undermining the professional boundaries necessary to sustain an effective educator-student relationship;
- g. Using inappropriate language including, but not limited to, swearing and improper sexual comments (e.g., sexual innuendoes or sexual idiomatic phrases);
- h. Taking or possessing images (digital, photographic, or video) of students of a harassing, confidential, or sexual nature;
- i. Inappropriate contact with any minor or any student regardless of age using electronic or social media;
- j. Furnishing alcohol or illegal or unauthorized drugs to any student or allowing or encouraging a student to consume alcohol or unauthorized drugs except in a medical emergency;
- k. Conduct that is detrimental to the health or welfare of students; and
- l. Deliberately falsifying information presented to students.

Principle III - Alcohol and Drugs Use or Possession. A professional educator refrains from the abuse of alcohol or drugs during the course of professional practice. Unethical conduct includes, but is not limited to:

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

- c. Inappropriate or illegal use of prescription medications on school premises or at any school-sponsored events, home or away;
- d. Inappropriate or illegal use of drugs or alcohol that impairs the individual's ability to function; and
- e. Possession of an illegal drug as defined in Chapter 27, Idaho Code, Uniform Controlled Substances.

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

- a. Fraudulently altering or preparing materials for licensure or employment;
- b. Falsifying or deliberately misrepresenting professional qualifications, degrees, academic awards, and related employment history when applying for employment or licensure;
- c. Failure to notify the state at the time of application for licensure of past revocations or suspensions of a certificate or license from another state;
- d. Failure to notify the state at the time of application for licensure of past criminal convictions of any crime violating the statutes or rules governing teacher certification;
- e. Falsifying, deliberately misrepresenting, or deliberately omitting information regarding the evaluation of students or personnel, including improper administration of any standardized tests (changing test answers; copying or teaching identified test items; unauthorized reading of the test to students, etc.);
- f. Falsifying, deliberately misrepresenting, or deliberately omitting reasons for absences or leaves;
- g. Falsifying, deliberately misrepresenting, or deliberately omitting information submitted in the course of an official inquiry or investigation;
- h. Falsifying, deliberately misrepresenting, or deliberately omitting material information on an official evaluation of colleagues; and
- i. Failure to notify the state of any criminal conviction of a crime violating the statutes and/or rules governing teacher certification.

Principle V - Funds and Property. A professional educator entrusted with public funds and property honors that trust with a high level of honesty, accuracy, and responsibility. Unethical conduct includes, but is not limited to:

- a. Misuse, or unauthorized use, of public or school-related funds or property;
- b. Failure to account for school funds collected from students, parents, patrons, or other donors from all sources, including online donation platforms;
- c. Submission of fraudulent requests for reimbursement of expenses or for pay;

- d. Co-mingling of public or school-related funds in personal bank account(s);
- e. Use of school property for private financial gain;
- f. Use of school computers to deliberately view or print pornography; and,
- g. Deliberate use of poor budgeting or accounting practices.

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

- a. Unauthorized solicitation of students or parents of students to purchase equipment, supplies, or services from the educator who will directly benefit;
- b. Acceptance of gifts from vendors or potential vendors for personal use or gain where there may be the appearance of a conflict of interest;
- c. Tutoring students assigned to the educator for remuneration unless approved by the local board of education; and,
- d. Soliciting, accepting, or receiving a financial benefit greater than fifty dollars (\$50) as defined in Section 18-1359(b), Idaho Code.
- e. Keeping for oneself donations, whether money or items, that were solicited or accepted for the benefit of a student, class, classroom, or school.

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

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

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

- a. Abandoning any contract for professional services without the prior written release from the contract by the employing local education agency;
- b. Willfully refusing to perform the services required by a contract; and,

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

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

- a. Failure to comply with Section 33-1208A, Idaho Code, (reporting requirements and immunity);
- b. Failure to comply with Section 16-1605, Idaho Code, (reporting of child abuse, abandonment or neglect);
- c. Failure to comply with Section 33-512B, Idaho Code, (suicidal tendencies and duty to warn); and
- d. Having knowledge of a violation of the *Code of Ethics for Idaho Professional Educators* and failing to report the violation to an appropriate education official.

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

- a. Any conduct that seriously impairs the Certificate holder's ability to teach or perform his professional duties;
- b. Committing any act of harassment toward a colleague;
- c. Failure to cooperate with the Professional Standards Commission in inquiries, investigations, or hearings;
- d. Using institutional privileges for the promotion of political candidates or for political activities, except for local, state or national education association elections;
- e. Willfully interfering with the free participation of colleagues in professional associations; and
- f. Taking, possessing, or sharing images (digital, photographic, or video) of colleagues of a harassing, confidential, or sexual nature.

RELATED STATUTES

For information pertinent to allegations of violations of state statute and/or *Code of Ethics for Idaho Professional Educators*, please visit the [Professional Standards Commission](#) website.

IDAHO CODE 33-1208

Revocation, suspension, denial, or place reasonable conditions on certificate - Grounds.

1. The professional standards commission may deny, revoke, suspend, or place reasonable conditions on any certificate issued or authorized under the provisions of section 33-1201, Idaho Code, upon any of the following grounds:
 - a. Gross neglect of duty;
 - b. Incompetency;
 - c. Breach of the teaching contract;
 - d. Making any material statement of fact in the application for a certificate, that the applicant knows to be false;
 - e. Revocation, suspension, denial, or surrender of a certificate in another state for any reason constituting grounds for revocation in this state;
 - f. Conviction, finding of guilt, withheld judgment, or suspended sentence in this or any other state of a crime involving moral turpitude;
 - g. Conviction, finding of guilt, withheld judgment, or suspended sentence in this state or any other state for the delivery, manufacture, or production of controlled substances or simulated controlled substances as those terms are defined in section 37-2701, Idaho Code;
 - h. A guilty plea or a finding of guilt, notwithstanding the form of the judgment or withheld judgment, in this or any other state of the crime of involuntary manslaughter, section 18-4006 (2) or (3), Idaho Code;
 - i. Any disqualification that would have been sufficient grounds for refusing to issue or authorize a certificate, if the disqualification existed or had been known at the time of its issuance or authorization;
 - j. Willful violation of any professional code or standard of ethics or conduct adopted by the state board of education;
 - k. The kidnapping of a child, section 18-4503, Idaho Code;
 - l. Conviction, finding of guilt, withheld judgment, or suspended sentence in this state or any other state of any felony, the commission of which renders the certificated person unfit to teach or otherwise perform the duties of the certificated person's position.
2. The professional standards commission shall permanently revoke any certificate issued or authorized under the provisions of section 33-1201, Idaho Code, and shall deny the application for issuance of a certificate of a person who pleads guilty to or is found guilty of, notwithstanding the form of the judgment or withheld judgment, any of the following felony offenses:

- a. Aggravated assault, section 18-905, Idaho Code, or assault with intent to commit a serious felony, section 18-909, Idaho Code.
- b. Aggravated battery, section 18-907, Idaho Code, or battery with intent to commit a serious felony, section 18-911, Idaho Code.
- c. The injury or death of a child, section 18-1501, Idaho Code.
- d. The sexual abuse of a child under sixteen (16) years of age, section 18-1506, Idaho Code.
- e. The ritualized abuse of a child under eighteen (18) years of age, section 18-1506A, Idaho Code.
- f. The sexual exploitation of a child, section 18-1507, Idaho Code.
- g. Lewd conduct with a child under the age of sixteen (16) years, section 18-1508, Idaho Code.
- h. The sexual battery of a minor child sixteen (16) or seventeen (17) years of age, section 18-1508A, Idaho Code.
- i. The sale or barter of a child for adoption or other purposes, section 18-1511, Idaho Code.
- j. Murder, section 18-4003, Idaho Code, or voluntary manslaughter, section 18-4006 (1), Idaho Code.
- k. Kidnapping, section 18-4502, Idaho Code.
- l. Interstate trafficking in prostitution, section 18-5601, Idaho Code.
- m. Utilizing a person under eighteen (18) years of age for prostitution, section 18-5610, Idaho Code.
- n. Rape, section 18-6101, Idaho Code.

The general classes of felonies listed in this subsection shall include equivalent laws of federal or other state jurisdictions. For the purpose of this subsection, "child" means a minor or juvenile as defined by the applicable state or federal law.

- 3. The professional standards commission may investigate and follow the procedures set forth in section 33-1209, Idaho Code, for any allegation of inappropriate conduct as defined in this section by a holder of a certificate whether or not the holder has surrendered his certificate without a hearing or failed to renew his certificate. In those cases where the holder of a certificate has surrendered or failed to renew his certificate and it was found that inappropriate conduct occurred, the commission shall record such findings in the permanent record of the individual and shall deny the issuance of a teaching certificate.
- 4. Any person whose certificate may be or has been revoked, suspended or denied under the provisions of this section shall be afforded a hearing according to the provisions of section 33-1209, Idaho Code. Any person holding a certificate on or before July 1, 2020, who would not be eligible for a certificate by virtue of the provisions of this section shall be afforded a hearing according to the provisions of section 33-1209, Idaho Code, prior to revocation or denial of the individual's certificate. Upon a showing of just and reasonable cause, the hearing panel shall have the authority to grant an exception to the provisions of this section for such person.
- 5. The professional standards commission may deny the issuance of a certificate for any reason that would be a ground for revocation or suspension.

IDAHO CODE 33-1209

Proceedings to Review, Suspend, Deny, or Place Reasonable Conditions on a Certificate – Letters of Reprimand – Complaint – Subpoena Power – Hearing.

This statute addresses who may and how a complaint must be filed; who has the authority to investigate; and how a hearing will be conducted.

Who may file a complaint?

- An individual with a substantial interest in the matter;
- A board of trustees; or,
- The Idaho Chief Certification Officer.

NOTE: A student in an Idaho public school **may not** file a complaint.

A complaint must be written and signed by the complainant (person alleging the violation of the Code of Ethics) stating the specific grounds for the allegation.

Upon receiving the written complaint, an initial review of the complaint is conducted by PSC staff and the PSC's deputy attorney general to determine if an investigation will be conducted.

The Executive Committee of the PSC reviews all documentation gathered from the investigation and determines if action is to be considered against an educator's certificate/license.

Subsequent to a recommendation from the Executive Committee, an Administrative Complaint is filed by Idaho's Chief Certification Officer. The educator may request a hearing.

NASDTEC CLEARINGHOUSE

The National Association of State Directors of Teacher Education and Certification (NASDTEC) Clearinghouse is a searchable database of the 50 states and District of Columbia. This database provides information regarding individuals who have had their professional educator certificates/licenses annulled, denied, suspended, revoked, or otherwise invalidated.

The state of Idaho notifies the NASDTEC Clearinghouse when it has adjudicated a case with disciplinary action (denial, letter of reprimand, conditions, suspension, or revocation) on a certificate.